

DATED _____ **2017**

- (1) AVAKAS DEVELOPMENTS LTD
- (2) MISS M M COZZI
- (3) 9 SCHOOL HILL MANAGEMENT
(8010) LTD

LEASE

of Flat 6 Cavendish Place 9 School Hill
Wrecclesham Farnham GU10 4PU

Fishman Brand Stone
Solicitors
70 Baker Street
London W1U 7DJ

LEASE
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LR1. Date of lease	2017
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> SY779477</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to this lease</p> <p><i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in England and Wales including any prefix.</i></p>	<p>Landlord</p> <p>AVAKAS DEVELOPMENTS LIMITED (company registration number 07438018) of Unit 7 Mulberry Place Pinnell Road London SE9 6AR</p> <p>Tenant MICHELE MARY COZZI of 103 Victoria Road Warminster Wiltshire BA12 8HD</p> <p>Other parties</p> <p>Management Company 9 SCHOOL HILL MANAGEMENT (8010) LIMITED (company registration number 08516645) whose registered office is at Unit 7 Mulberry Place Pinnell Road London SE9 6AR</p>
<p>LR4. Property</p> <p><i>Insert a description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>Clause 1.13 and Schedule 1 Part 1 (Defined as 'Premises' in this lease)</p>
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>•</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p><i>Leasehold Reform Act 1967</i> <i>Housing Act 1985</i> <i>Housing Act 1988</i> <i>Housing Act 1996</i></p>

<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term as specified in this lease at clause 1.25.</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>TWO HUNDRED AND NINETY FIVE THOUSAND POUNDS (£295,000:00)</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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</p> <ul style="list-style-type: none"> • <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <ul style="list-style-type: none"> • <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <ul style="list-style-type: none"> •
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Clause 3.1.1. Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Clause 3.1.2.2. Schedule 3</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</i></p>	

<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p>'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by 9 School Hill Management (8010) Limited or a conveyancer that the provisions of paragraph 20 of Schedule 6 Part 1 of the registered lease have been complied with or that they do not apply to the disposition' (Form L).</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	

1 DEFINITIONS

In this lease the following words and expressions have the meaning set opposite to them (unless the context otherwise requires):

- | | | |
|-----|-------------------|--|
| 1.1 | Building | Means the building known as Cavendish Place 9 School Hill Wrecclesham Farnham GU10 4PU erected on the Property |
| 1.2 | Car Park Area | The area hatched blue on Plan 2 |
| 1.3 | Communal Areas | Those parts of the Property used or intended for use in common by more than one tenant of the Property including (but not limited to) accessways, drives, parking spaces, staircases, passages, entrances, reception areas, fire escapes, bike stores, plant rooms, refuse store, and open areas, the Car Park Area and the areas hatched red and green on Plan 2 |
| 1.4 | Communal Expenses | <p>Money:</p> <ul style="list-style-type: none"> (i) anticipated to be or actually expended by or on behalf of the landlord or the management company to provide the Communal Services 'A' and the Communal Services 'B'; (ii) required to provide for any Reserve of the Communal Services 'A' or the Communal Services 'B'; and (iii) (if the landlord decides not to employ a firm of managing agents) equal to a management fee of 15% of the annual total of (i) and (ii) above. |

1.5	Communal Services 'A'	The services specified in Schedule 4 Part 1 to be provided by the Management Company.
	Communal Services 'B'	The services specified in Schedule 4 Part 2 to be provided by the Management Company
1.6	Deed of Covenant with the Landlord	A deed in the form specified in schedule 9.
1.7	Deed of Covenant with the Management Company	A deed in the form specified in schedule 10.
1.8	Expenses	The Communal Expenses
1.9	Management Company	9 School Hill Management (8010) Limited
1.10	Plan 1	The plan marked 'Plan 1' attached to this lease.
1.12	Plan 2	The plan marked 'Plan 2' attached to this lease.
1.13	Premises	The flat shown edged red on Plan 2 and described in Schedule 1, forming part of the Property.
1.14	Property	The land shown edged red on Plan 1 and the Building on it (of which the Premises form part).
1.15	Property Expenses	Money: (iv) actually expended by or on behalf of the Management Company to provide the Property Services; (v) required to provide for any Reserve for the Property Services; and (vi) (if the Landlord decided not to employ a firm of managing agents) equal to a management fee of 15 per cent of the annual total of (i) and (ii) above.
1.16	Property Regulations	Any rule or regulation of general application made by the Management Company relating to the Property.
1.17	Property Services	The services specified in schedule 4 to be provided by the Management Company.
1.18	Rent	The sum of £375 per annum or such higher figure as may be due upon review thereof pursuant to and calculated in accordance with Schedule 11
1.19	Rent Payment Date	1 st January in each year
1.20	Rent Review Date	Every 10 th anniversary of the Term commencement date
1.21	Reserve	The sum or sums (to be fixed annually) which the Management Company (whose decision is final) considers reasonably necessary in the general interest of tenants of the Property to provide a reserve fund for items of anticipated future expenditure.

- 1.22 Service Media The conducting media and ancillary plant and equipment for the supply of water, drainage, gas, electricity, telecommunications and other services.
- 1.23 Structural and External Parts The main structure of the building on the Property including:
- (i) the foundations, roofs, structural walls,
 - (ii) main beams and joists; and
 - (iii) the external parts of the building including window frames, terraces, balconies and rainwater goods.
- 1.24 Tenant's Share of the Expenses The aggregate of ;
- (i) 11.111 % of the Communal Services 'A'
 - (ii) 14.286% of the Communal Services 'B'
- 1.25 Term 125 years from and including 1st January 2017
- 1.26 Value Added Tax Value Added Tax and any tax of a similar nature replacing it.
- 1.27 Working Day Any day other than Christmas Day, Good Friday, a Saturday, Sunday or bank holiday in England or Wales.

2 INTERPRETATION

In this lease:

- 2.1 If any party is more than one person then their obligations are joint and individual.
- 2.2 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument as amended or re-enacted and as implemented or amended by any subordinate legislation from time to time throughout the Term.
- 2.3 A restriction imposed on the Tenant not to do a thing is deemed to include an obligation not to allow that thing to be done.
- 2.4 Where the Landlord and/or the Management Company has a right to enter the Premises it is also exercisable by their agents and anyone authorised by them with or without workmen and equipment.
- 2.5 'The Landlord' where the context allows includes the person for the time being entitled to the Premises at the end or earlier determination of the Term.
- 2.6 'The Tenant' where the context allows includes the Tenant's successors in title and in the case of an individual includes that individual's personal representatives.
- 2.7 All sums referred to are exclusive of Value Added Tax.
- 2.8 Any obligation imposed on the Tenant to make a payment or repayment to the Landlord or the Management Company is deemed to include an obligation to pay any Value Added Tax payable on the payment or repayment.
- 2.9 'This lease' includes this lease and all schedules and annexures to it.
- 2.10 The clause and schedule headings and the index do not affect the interpretation of this lease.

3 LETTING AND RENT

3.1 In consideration of **TWO HUNDRED AND NINETY FIVE THOUSAND POUNDS (£295,000;00)** paid to the Landlord by the Tenant (the receipt of which the Landlord acknowledges) and of the rents reserved by and the Tenant's obligations contained in this lease the Landlord with full title guarantee lets the Premises to the Tenant for the Term:

3.1.1 together with the rights (jointly with others entitled) specified in schedule 2 and the operation of section 62 of the Law of Property Act 1925 is excluded from this lease and the only rights for the Premises are those specified in this lease; and

3.1.2 subject to:

3.1.2.1 the obligations, stipulations and other matters contained or referred to in the registers of the above title number so far as they relate to or affect the Premises; and

3.1.2.2 the rights excepted and reserved (for the Landlord the Management Company and all others entitled) specified in schedule 3.

3.2 The Tenant is to pay as rent during the Term:

3.2.1 The Rent annually in advance on each Rent Payment Date and following each review of the Rent on a Rent Review Date the increased Rent then found due following the review of the Rent calculated in accordance with the provisions of Schedule 11

3.2.2 on demand:

3.2.2.1 all other money payable or repayable by the Tenant to the Landlord under this lease; and

3.2.2.2 all reasonable costs, charges and expenses which the Landlord may from time to time incur as a result of any breach by the Tenant of its obligations.

4 TENANT'S OBLIGATIONS

The Tenant agrees with:

4.1 the Landlord to comply with:

4.1.1 the Tenant's obligations in schedule 6 of this lease; and

4.1.2 all obligations and stipulations contained or referred to in the charges register of the above title number so far as they relate to the Premises;

4.2 the Management Company to comply with the Tenant's obligations set out in schedule 6 of this lease; and

4.3 the tenants of other parts of the Property to comply with the Tenant's obligations set out in Part II of schedule 6 of this lease.

5 LANDLORD'S OBLIGATIONS

Subject to the Tenant paying the rents reserved by this lease and complying with the Tenant's obligations in this lease the Landlord agrees with the Tenant to comply with the Landlord's obligations specified in schedule 7.

6 MANAGEMENT COMPANY'S OBLIGATIONS

Subject to the Tenant paying the Tenant's Share of the Expenses and complying with the Tenant's obligations in this lease the Management Company agrees with the Landlord and separately with the Tenant to comply with the Management Company's obligations specified in schedule 8.

7 GENERAL PROVISIONS

7.1 Interest

If any rent reserved by this lease or any other payment due to the Landlord or the Management Company under this lease remains unpaid ten Working Days after the due date (whether formally demanded or not) then:

- 7.1.1 the Tenant is to pay interest on the unpaid amount at the rate of four per cent above the base rate from time to time of National Westminster Bank plc calculated on a day to day basis from the due date for payment until actual payment;
- 7.1.2 the Landlord has the right to recover any interest due to it as rent; and
- 7.1.3 the right to interest does not affect the Landlord's or the Management Company's other rights under this lease.

7.2 Forfeiture

The Landlord has the right to re-enter the Premises and terminate this lease without affecting any rights which have accrued to it under this lease if:

- 7.2.1 any of the rents reserved by this lease remain unpaid for 15 Working Days after they are due (whether formally demanded or not); or
- 7.2.2 the Tenant fails to comply with any of the Tenant's obligations in this lease.

7.3 Easements

- 7.3.1 The Tenant is not to have the benefit of any easement or right other than those expressly granted by this lease.
- 7.3.2 The grant or reservation in this lease of any easement or right which does not exist at the date of this lease is to be effective only if that easement or right comes into existence within eighty years from the date of this lease.

7.4 Variations

- 7.4.1 If at any time the Management Company considers that it would be in the general interest of the tenants of the Property the Management Company may discontinue any of its obligations which in its reasonable opinion have become impracticable or obsolete. In deciding whether or not to discontinue an obligation the Management Company is to give proper consideration to the views of the majority of the tenants of the Property.

3 LETTING AND RENT

3.1 In consideration of **TWO HUNDRED AND NINETY FIVE THOUSAND POUNDS (£295,000:00)** paid to the Landlord by the Tenant (the receipt of which the Landlord acknowledges) and of the rents reserved by and the Tenant's obligations contained in this lease the Landlord with full title guarantee lets the Premises to the Tenant for the Term:

3.1.1 together with the rights (jointly with others entitled) specified in schedule 2 and the operation of section 62 of the Law of Property Act 1925 is excluded from this lease and the only rights for the Premises are those specified in this lease; and

3.1.2 subject to:

3.1.2.1 the obligations, stipulations and other matters contained or referred to in the registers of the above title number so far as they relate to or affect the Premises; and

3.1.2.2 the rights excepted and reserved (for the Landlord the Management Company and all others entitled) specified in schedule 3.

3.2 The Tenant is to pay as rent during the Term:

3.2.1 The Rent annually in advance on each Rent Payment Date and following each review of the Rent on a Rent Review Date the increased Rent then found due following the review of the Rent calculated in accordance with the provisions of Schedule 11

3.2.2 on demand:

3.2.2.1 all other money payable or repayable by the Tenant to the Landlord under this lease; and

3.2.2.2 all reasonable costs, charges and expenses which the Landlord may from time to time incur as a result of any breach by the Tenant of its obligations.

4 TENANT'S OBLIGATIONS

The Tenant agrees with:

4.1 the Landlord to comply with:

4.1.1 the Tenant's obligations in schedule 6 of this lease; and

4.1.2 all obligations and stipulations contained or referred to in the charges register of the above title number so far as they relate to the Premises;

4.2 the Management Company to comply with the Tenant's obligations set out in schedule 6 of this lease; and

4.3 the tenants of other parts of the Property to comply with the Tenant's obligations set out in Part II of schedule 6 of this lease.

5 LANDLORD'S OBLIGATIONS

Subject to the Tenant paying the rents reserved by this lease and complying with the Tenant's obligations in this lease the Landlord agrees with the Tenant to comply with the Landlord's obligations specified in schedule 7.

6 MANAGEMENT COMPANY'S OBLIGATIONS

Subject to the Tenant paying the Tenant's Share of the Expenses and complying with the Tenant's obligations in this lease the Management Company agrees with the Landlord and separately with the Tenant to comply with the Management Company's obligations specified in schedule 8.

7 GENERAL PROVISIONS

7.1 Interest

If any rent reserved by this lease or any other payment due to the Landlord or the Management Company under this lease remains unpaid ten Working Days after the due date (whether formally demanded or not) then:

- 7.1.1 the Tenant is to pay interest on the unpaid amount at the rate of four per cent above the base rate from time to time of National Westminster Bank plc calculated on a day to day basis from the due date for payment until actual payment;
- 7.1.2 the Landlord has the right to recover any interest due to it as rent; and
- 7.1.3 the right to interest does not affect the Landlord's or the Management Company's other rights under this lease.

7.2 Forfeiture

The Landlord has the right to re-enter the Premises and terminate this lease without affecting any rights which have accrued to it under this lease if:

- 7.2.1 any of the rents reserved by this lease remain unpaid for 15 Working Days after they are due (whether formally demanded or not); or
- 7.2.2 the Tenant fails to comply with any of the Tenant's obligations in this lease.

7.3 Easements

- 7.3.1 The Tenant is not to have the benefit of any easement or right other than those expressly granted by this lease.
- 7.3.2 The grant or reservation in this lease of any easement or right which does not exist at the date of this lease is to be effective only if that easement or right comes into existence within eighty years from the date of this lease.

7.4 Variations

- 7.4.1 If at any time the Management Company considers that it would be in the general interest of the tenants of the Property the Management Company may discontinue any of its obligations which in its reasonable opinion have become impracticable or obsolete. In deciding whether or not to discontinue an obligation the Management Company is to give proper consideration to the views of the majority of the tenants of the Property.

7.4.2 The Management Company may at any time on prior reasonable notice to the Tenant make vary or waive Property Regulations as it thinks fit in the general interest of the tenants of the Property.

7.4.3 The Landlord or the Management Company may on giving prior written reasonable notice to the Tenant change the layout or arrangements for use by the Tenant of any part of the Communal Areas or Service Media so long as amenities reasonably commensurate with those granted by this lease remain available for the benefit of the Premises.

7.5 Limits on liability

The Management Company is not to be liable for:

7.5.1 failure to provide any necessary staff if it has used reasonable endeavours to obtain them; or

7.5.2 any act or omission of staff employed by it.

7.6 Tenancy

The parties hereto hereby irrevocably agree and declare (so far as they are legally able to do) that this Lease is not an Assured Shorthold Tenancy within the meaning of the Housing Act 1988 Part 1 and neither of the parties hereto have the intention of creating the same to the intent that this Lease is created exclusively in accordance with the terms and conditions hereof and to the entire exclusion of and application of the Housing Act 1988 Part 1 as aforesaid

8 SERVICE OF NOTICES AND PROCEEDINGS

8.1 Notices and proceedings served under this lease are to be in writing and may be served:

8.1.1 personally; or

8.1.2 by first class post; or

8.1.3 by leaving them for the Tenant at the Premises.

8.2 A party's address for service is to be its address in this lease or as last notified in writing to the others or in the case of a company may be its registered office provided that in all cases it is to be an address in England or Wales.

8.3 Service is deemed:

8.3.1 at the time of service if served personally or left at the Premises;

8.3.2 48 hours (excluding the hours of any day which is not a Working Day) after posting; and

8.4 A party is to notify the others in writing within five Working Days of a change of address or facsimile transmission number.

9 RESTRICTION

The parties apply to the Registrar to enter the following restriction in the proprietorship register for the Premises:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by 9 School Hill Management (8010) Limited or a conveyancer that the provisions of paragraph 20 of Schedule 6 Part 1 have been complied with or that they do not apply to the disposition'

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1 Premises

The flat located within the ground floor to be known as Flat 6 Cavendish Place 9 School Hill Wrecclesham Farnham Surrey GU10 4PU and forming part of the Property:

1 including:

- 1.1 the floors of the flat down to the upper side of the joists, slabs or beams supporting the floors;
- 1.2 the ceilings of the flat up to the underside of the joists, slabs or beams to which the ceilings are fixed;
- 1.3 the entirety of any non-structural or non-load-bearing walls within the flat and any internal staircase within and exclusively serving the flat;
- 1.4 the inner half severed medially vertically of any non-structural or non-load-bearing walls dividing the flat from other parts of the Property;
- 1.5 the plaster and decorative finishes applied to the interior of the external walls co-extensive with the flat and to any structural or load-bearing walls within the flat;
- 1.6 the doors, door furniture and door frames of or within the flat but not the external decorative finish of the main door of the flat;
- 1.7 the windows and window frames of the flat but not the external decorative finish of the window frames;
- 1.8 all Service Media exclusively serving the flat;
- 1.9 all landlord's fixtures and fittings in or on the flat;
- 1.10 all additions and improvements to the flat;

2 excluding:

- 2.1 any Structural and External Parts of the Building ;
- 2.2 any Service Media not exclusively serving the flat.

SCHEDULE 2
Rights granted to the Tenant

- 1 (Subject to the right of the Management Company to control their use by security barriers or locks) the right at all times to use the Communal Areas;
- 2 The right to use Service Media serving the Premises jointly with other parts of the Property.
- 3 The right to connect to any communal telecommunications reception apparatus which may be provided by the Landlord or the Management Company.
- 4 The right to use any door entry system which may be provided by the Landlord or the Management Company.
- 5 The right to use the allocated refuse bins in the refuse bin storage area coloured brown on Plan 2
- 6 The exclusive right at all times to park two vehicles or two motor cycles or a combination thereof in the parking spaces numbered 3 and 4 on Plan 2
- 7 The right with or without a vehicle or a motor cycle of access to and egress from the Property over the car park area hatched blue on Plan 2 (here not including the parking spaces numbered 1 to 2 and 5 to 14 shown on Plan 2)
- 8 The right to enter other parts of the Property where necessary to enable the Tenant to comply with the Tenant's obligations under this lease or to repair, decorate, maintain or inspect the Premises. The Tenant in exercising this right is to cause as little damage as possible and make good any damage caused as soon as reasonably practicable.
- 9 The right to support shelter and protection for the Premises by and from other parts of the Property.
- 10 The right to the benefit of obligations entered into or to be entered into by tenants of other parts of the Property with the Landlord and the Management Company substantially in the form specified in part 2 of schedule 6.

SCHEDULE 3
Rights reserved for the Landlord the Management Company
and all others similarly entitled

- 1 The right on reasonable prior written notice (except in an emergency when no notice is required) to enter the Premises:
 - 1.1 for the purposes mentioned in this lease;
 - 1.2 to inspect, clean, repair, decorate and maintain other parts of the Property; and
 - 1.3 to inspect, lay, make, connect to, clean, repair, maintain, renew and replace Service Media.The persons exercising this right are to cause as little damage and inconvenience as possible and make good any damage caused to the Premises as soon as reasonably practicable.
- 2 The right for the passage of services through existing Service Media now in on or under the Premises.
- 3 The right to construct and use Service Media within but not exclusively serving the Premises.
- 4 All rights of light or air now or during the Term enjoyed by other parts of the Property.
- 5 (Even though it may obstruct or interfere with light or air to the Premises) the right to:

- 5.1 construct any new buildings on the Property; and
 - 5.2 alter, raise the height of or re-build any part of the buildings on the Property.
- 6 The right to support shelter and protection for other parts of the Property by and from the Premises.
- 7 The right to erect scaffolding for any purpose connected with the Property.

SCHEDULE 4
Part 1
The Communal Services 'A'

- 1 To keep the Structural and External Parts the Communal Areas (excluding the Car Park Area) and the Service Media not exclusively serving the Premises in good and substantial repair and condition
- 2 To paint, decorate or otherwise treat as and when reasonably required and in accordance with best practice the Structural and External Parts and the Communal Areas which are usually painted, decorated or treated.
- 3 To keep the Communal Areas suitably furnished, cleaned and supplied with electricity, repaired maintained and renewed as and where necessary and in accordance with the principles of good management
- 4 To provide, maintain and renew fire fighting appliances and communal telecommunications reception apparatus in the Property in accordance with the The Regulatory Reform (Fire Safety) Order 2005 and all statutory amendments and any other equipment which the Management Company considers necessary in the general interest of tenants of the Property.
- 5 To provide any other services (including the improvement of the Property, the Communal Areas or any equipment) which the Management Company considers reasonably necessary in the general interest of tenants of the Property.
- 6 To keep any landscaped areas and gardens forming part of the Communal Areas cultivated and in a neat and tidy condition and renew all plants, shrubs and trees when necessary.
- 7 To keep the Property insured in the joint names of the Landlord and the Management Company through an agency and with a company designated by the Landlord against fire, lightning, storm, flood, explosion, riot, civil commotion, malicious damage, escape of water from tanks and pipes, impact, theft or attempted theft, earthquake heave and slip and any other risk the Landlord may specify in a sum not less than the full replacement value on the basis that:
- 7.1 the Property is deemed to be insured for the full replacement value although the policy contains an excess provision if the Management Company considers it is in the general interest of tenants of the Property;
 - 7.2 the insurance includes the cost of demolition, clearance of buildings, reinstatement and architect's, surveyor's and statutory fees including any Value Added Tax charged on them; and
 - 7.3 if the money received under the insurance policy is insufficient to meet the cost of necessary rebuilding, repair or reinstatement then the deficiency is to be treated as a further item of expense under this schedule recoverable from tenants of the Property save where the Management Company has failed to provide full market value insurance cover in which event the Management Company shall be responsible for any such deficiency

- 8 To effect insurance against the liability of the Management Company to third parties and against any other risks and for amounts which the Management Company considers necessary in the general interest of tenants of the Property.
- 9 To provide any staff which the Management Company considers reasonably necessary in connection with the provision of the services referred to in this part of this schedule.
- 10 To pay all present and future rates, taxes, charges and outgoings whatever which are payable in respect of the Property or the Expenses except where they are the responsibility of the Tenant or other tenants of the Property.
- 11 To ensure or attempt to ensure that tenants of the Property comply with their obligations to the Management Company.
- 12 When requested by them to prepare and supply tenants of the Property with copies of any Property Regulations.
- 13 To abate any nuisance and comply with the requirements and directions of any competent authority and with the provisions of all statutes relating to the Property where abatement or compliance is not the responsibility of a tenant of the Property.
- 14 To administer the Management Company and arrange for it to hold all necessary meetings and comply with all relevant statutes.
- 15 To employ a qualified accountant to audit the accounts for the Expenses and certify the total amount of the Expenses for the period to which the accounts relate and supply copies to the tenants of the Property.
- 16 Generally to manage, administer and protect the amenities of the Property and for that purpose if it sees fit to employ a firm of managing agents.
- 17 To keep the boundaries of the communal areas and the refuse store clean and tidy and in good repair.

**Schedule 4
Part 2
The Communal Services 'B'**

To maintain and where necessary renew the Car Park Area including the car parking spaces and the access gates thereto marked A -B on Plan 2

**SCHEDULE 5
Tenant's Share of the Expenses**

- 1
 - 1.1 If at any time it becomes necessary or fair to do so the Management Company is to recalculate on a equitable and fair basis the percentages of the Expenses appropriate to each property comprising the Property.
 - 1.2 The Management Company is to notify tenants of the Property of the new percentages and the date from which the new percentages are to be effective.
- 2 The accountant's certificate referred to in paragraph 15 of schedule 4 is to be binding on the Management Company and the Tenant.
- 3
 - 3.1 If there is a dispute concerning the Expenses or the insurance referred to in paragraphs 7 and 8 of schedule 4:

- 3.1.1 it is to be decided by a chartered surveyor appointed by the Management Company to act as an independent expert;
 - 3.1.2 the decision of the surveyor is to be final and binding on the parties; and
 - 3.1.3 the surveyor is to decide how his costs are to be borne.
- 3.2 A dispute is not to affect the Tenant's obligation to pay the Tenant's Share of the Expenses under paragraph 2 of part 1 of schedule 6. Any overpayment by the Tenant is to be credited against future payments due from the Tenant for the Tenant's Share of the Expenses.

SCHEDULE 6

Part 1

Tenant's obligations to the Landlord and the Management Company

- 1 To pay the rents reserved by this lease in the manner specified and not to exercise any right to claim or withhold rent.
- 2 To pay the Tenant's Share of the Expenses to the Management Company:
 - 2.1 by equal instalments in advance on 1 July and 1 January in every year the amount estimated by the Management Company as the Tenant's Share of the Expenses for each year. The first payment (being a proportionate part for the current half year) is to be made on the execution of this lease; and
 - 2.2 within 15 Working Days after the Management Company serves on the Tenant a certificate prepared under paragraph 16 of schedule 4 for the period in question the amount by which the estimated Tenant's Share of the Expenses is less than the actual Tenant's Share of the Expenses. Any overpayment by the Tenant is to be credited against future payment due from the Tenant of the Tenant's Share of Expenses.
- 3 To pay all present and future rates, taxes and outgoings whatever which are payable in respect of the Premises or by the owner or occupier of them.
- 4 To pay all charges for the supply of services to the Premises.
- 5 To keep the Premises clean and in good and substantial repair and condition (damage by any risk against which the Management Company has insured excepted unless the policy of insurance is rendered void or voidable by the Tenant any under tenant or any of their employees agents or visitors)
- 6 To clean the glass in the windows of the Premises at least once every four weeks.
- 7 To keep the Service Media exclusively serving the Premises in good and substantial repair and condition.
- 8 To rectify any breach of obligation relating to the condition of the Premises within one month of receiving notice from the Landlord or the Management Company to do so.
- 9 To allow the Landlord or the Management Company or others authorised by either of them at all reasonable times on giving reasonable prior notice (but without notice in an emergency) to enter the Premises:
 - 9.1 to view the Premises in connection with the Landlord's interest in them;
 - 9.2 to exercise the rights set out in schedule 3; and

- 9.3 to rectify any breach of an obligation relating to the condition of the Premises if the Tenant fails to comply with a notice served under paragraph 8 of this schedule.
- 10 If the Tenant requires access to any other part of the Property (exercising the rights set out in schedule 2) to give at least 48 hours' notice (but no notice is required in an emergency) to the Management Company and to the occupier of that part of the Property to which the Tenant requires access.
- 11 Not to bring any article into:
- 11.1 the Premises which would overload or strain the floors; or
- 11.2 the Premises which is or may become dangerous to the Property or its occupants.
- 12 Not to:
- 12.1 make connections to Service Media without the prior written consent of the Management Company (which consent is not to be unreasonably refused or delayed); or
- 12.2 damage overload or obstruct any Service Media.
- 13 To make good any damage to any part of the Property caused by any act, omission or negligence of the Tenant any undertenant or any of their employees, agents or visitors.
- 14 At the end of this lease:
- 14.1 to return the Premises to the Landlord in a state of repair and condition consistent with full compliance by the Tenant of his obligations under this lease; and
- 14.2 to apply to the Land Registry to close the Tenant's title to this lease and to cancel all notices of easements, restrictions and other matters relating to the Landlord's title.
- 15 Not to make any structural or external alteration or addition to the Premises.
- 16 Not to make access to any Service Media more difficult.
- 17 On becoming aware of any circumstances which might result in:
- 17.1 the acquisition of any right or easement over the Property; or
- 17.2 the loss of any right or easement benefiting the Property
- to give immediate notice to the Landlord and to take any steps which the Landlord may reasonably require.
- 18 Not to assign or underlet or part with or share possession or occupation of part only of the Premises.
- 19 Not to underlet or part with possession or occupation of the whole of the Premises otherwise than by an assignment or an assured shorthold tenancy agreement for a fixed term not exceeding three years.
- 20 Not to assign the whole of the Premises without ensuring that on completion:
- 20.1.1 the assignee executes and delivers to the Management Company the Deed of Covenant with the Management Company;
- 20.1.2 the Tenant or the assignee pays the Management Company's reasonable legal costs (including Value Added Tax) in connection with the Deed of Covenant

with the Management Company and the Landlord's legal costs for the certificate referred to in clause 9 of this lease.

- 20.1.3 the assignee takes a transfer of the tenants share in the management company
- 20.2 Not to assign the whole of the Premises to a company or a person whose domicile or usual place of residence is outside the United Kingdom unless (if required by the Landlord):
- 20.2.1 the Tenant supplies three references (including a bank's reference) acceptable to the Landlord for the proposed assignee;
 - 20.2.2 a guarantor acceptable to the Landlord executes and delivers to the Landlord the Deed of Covenant with the Landlord or provides a reasonable deposit in lieu of such guarantor;
 - 20.2.3 a guarantor acceptable to the Management Company executes and delivers to the Management Company the Deed of Covenant with the Management Company; and
 - 20.2.4 the Tenant or the assignee pays the Landlord's reasonable legal costs (including Value Added Tax) in connection with the Deed of Covenant with the Landlord.
- 21 To give notice to the Landlord or its solicitors of any change in the person liable to pay the rents reserved by this lease and the Tenant's Share of the Expenses within one month of the change and to pay a reasonable fee (minimum £75) for registration of the notice.
- 22 Where this lease is registered at the Land Registry a disposition takes effect (as between the parties to this lease) at its date irrespective of whether that disposition has been registered at the Land Registry.
- 23 To pay all reasonable costs incurred by the Landlord or the Management Company for:
- 23.1 any notice or proceedings under sections 146 or 147 of the Law of Property Act 1925 (even if forfeiture of this lease is avoided by means other than by relief granted by the court);
 - 23.2 the preparation and service of any schedule of dilapidations;
 - 23.3 the breach of any of the Tenant's obligations contained in this lease; and
 - 23.4 any application for consent under this lease.
- 24 To supply any information reasonably required by the Landlord or the Management Company relating to the Premises.
- 25 To comply with the provisions of all current and future statutes and any requirement of any competent authority relating to the Premises or their use.
- 26 Not to cause any increased or extra premium to be payable for the insurance of the Property or do anything which may make it void or voidable.
- 27 To comply with the requirements of the insurers of the Property.
- 28 On receipt by the Tenant or any undertenant to supply the Landlord and the Management Company with a copy of every notice or other document affecting or likely to affect the Premises and at the request of either of them to make or join with either of them in making objections or representations in respect of the notice or document.

- 29 To keep the Landlord and the Management Company indemnified against all liabilities costs and claims arising from:
- 29.1 any breach of any obligation of the Tenant contained in this lease; or
 - 29.2 the state and condition or use of the Premises; or
 - 29.3 any act or default of the Tenant any undertenant or any of their employees agents or visitors.

Part 2

Tenant's obligations to the Landlord and the Management Company and tenants of the other parts of the Property

- 1 To use the Premises only as a private residential flat; and
- 2 Not to use the Premises for any trade business or profession or for any illegal or improper purpose.
- 3 Not to allow or cause to be allowed any motor vehicle or motor cycle to be parked on the Property except two private motor vehicles or two motor cycles or a combination thereof and used by the occupier of the Premises and which may be parked within the parking spaces numbered 3 and 4 on Plan 2 and not to allow or permit any visitors to park on the Property and without prejudice to the generality of the foregoing the area hatched blue on Plan 2
- 4 Not to carry out any work on any motor vehicle or cycle on the Property.
- 5 Not to abandon any motor vehicle or cycle on the Property.
- 6 Not to bring or keep any trailer, caravan, movable dwelling or boat or any unlicensed or un-roadworthy motor vehicle or cycle on the Property.
- 7 Not to obstruct or permit to be obstructed the Communal Areas.
- 8 To ensure that nothing is done in the Premises that is a nuisance, annoyance or inconvenience to the Landlord the Management Company the occupiers of other parts of the Property or neighbouring properties or which would reduce their value.
- 9 Not to place any advertisement, sign or notice so as to be visible from outside the Premises except those the Management Company may prescribe or approve by Property Regulation or otherwise.
- 10 Not to interfere with or obstruct any employee or agent of the Management Company in performing duties imposed by the Management Company.
- 11 Not to throw dirt or refuse into sinks, basins, lavatories, cisterns or waste or soil pipes in the Premises and not to leave refuse and refuse sacks on the Property other than in the allocated refuse bins within the refuse bin area coloured brown on Plan 2
- 12 Not to play any musical instrument or use any equipment producing sound so it can be heard outside the Premises.
- 13 Not to keep any animal, bird or reptile in the Premises except with the prior written consent of the Management Company which consent it may revoke at its discretion.
- 14 Not to erect any telecommunications reception apparatus, machinery or other apparatus on the outside of or in the windows of the Premises.
- 15 Not to hang any clothes or other articles on the outside of the Premises.

- 16 To cover the floors of the Premises with carpet and an underlay or (in the kitchen and bathroom only) vinyl or sound absorbing tiles.
- 17 To comply with and try to ensure that all persons living in or visiting the Premises or using the Communal Areas comply with the Property Regulations.
- 18 Not to obstruct or cause to be obstructed (a) the security gates located between the points A and B on Plan 2 and to ensure that the same are after use immediately closed at all times and (b) the car park area hatched blue on Plan 2

SCHEDULE 7
Landlord's obligations to the Tenant

- 1 To allow the Tenant to peaceably hold enjoy and occupy the Premises for the Term without any interruption (except where otherwise stated) by the Landlord or any person lawfully claiming through under or in trust for it.
- 2 To ensure that every lease or tenancy agreement of a flat, house or maisonette in the Property granted by the Landlord after the date of this lease contains obligations substantially similar nature to those specified in schedule 6.
- 3 To enforce any obligation of a substantially similar nature to those specified in schedule 6 entered into by other tenants of the Property with the Landlord if reasonably required by the Tenant and subject to payment by the Tenant of (and provision beforehand of any security reasonably required by the Landlord) the costs of the Landlord on a complete indemnity basis.
- 4 To pay to the Management Company (i) the Tenant's share of the Expenses for any flat house or maisonette on the Property which is unlet and (ii) the tenants share of expenses and contributions that may arise pursuant to the Leases more particularly described in the Schedule of notices of leases on the Landlords title number appearing at LR 2.1 hereof
- 5 To join with the Tenant and the tenants of the other parts of the Property in arranging for the provision of the Property Services and the Communal Services subject to the Tenant contributing a reasonable share of the expense of the provision of those services if:
 - 5.1 an order is made for the winding up of the Management Company (otherwise than for the purpose of amalgamation or reconstruction); or
 - 5.2 an administration order is made or an administrative receiver appointed in respect of the Management Company; or
 - 5.3 the Management Company is unable to pay its debts (as defined in section 123 of the Insolvency Act 1986); or
 - 5.4 the Management Company fails materially to comply with its obligations in this lease.
- 6 To enforce all those the tenants covenants contained in the Leases more particularly described in clause 4 (ii) of this Schedule

SCHEDULE 8
Management Company's obligations to the Landlord and the Tenant

- 1 To provide the Communal Services 'A' and the Communal Services 'B' except that:
 - 1.1 this obligation does not prejudice the Management Company's right to recover from the Tenant or any other person the amount or value of any loss or damage caused to the

Management Company or the Property by the negligence or wrongful act or default of the Tenant or any other person; and

- 1.2 The Management Company is not to be liable for disrepair until it has received notice of it.
- 2 To arrange for accounts of the Expenses to be prepared each year during the Term and to supply the Tenant with a copy.
- 3 To use all reasonable endeavours to recover contributions towards the Expenses due from tenants of other parts of the Property.
- 4 To ensure that any Reserve is kept in a separate trust fund account.
- 5 To enforce any obligations of a substantially similar nature to those specified in schedule 6 entered into by the tenants of other parts of the Property with the Management Company if required by the Tenant and subject to payment by the Tenant of (and provision beforehand of any security which the Management Company may reasonably require) the reasonable costs of the Management Company on a complete indemnity basis.
- 6 To arrange to rebuild, repair or reinstate in a good and substantial manner those parts of the Property which are from time to time destroyed or damaged using the money received under the insurance policy for the Property referred to in paragraph 7 of schedule 4, and to undertake the same as soon as reasonably practicable causing the least disturbance to the tenants of the Property as is reasonably possible.
- 7 To give reasonable prior notice to the Tenant (but no notice is required in an emergency) where the Management Company (in exercise of the rights set out in schedule 3) requires access to the Premises.

SCHEDULE 9
Deed of Covenant with the Landlord

DEED OF COVENANT

DATE:

BETWEEN:

- (1) •**[NAME OF LANDLORD AT THE DATE OF THIS DEED]**
of •
(Landlord)
- (2) •**[NAME OF NEW TENANT]**
of •
(New Tenant)
- (3) •**[NAME OF GUARANTOR]**
of
(Guarantor)

1 DEFINITIONS

In this deed the following words have the meaning set opposite them (unless the context otherwise requires):

- 1.1 Lease The lease made on •**[DATE OF LEASE]** between (1) • (2) • and (3) •.
- 1.2 Premises The premises let by the Lease.

2 COVENANT BY GUARANTOR

The Guarantor covenants with the Landlord that:

- 2.1 on and from completion of the assignment of the Lease to the New Tenant the New Tenant will comply with the obligations of the tenant in the Lease and
- 2.2 on and from completion of the assignment of the Lease to the New Tenant if the New Tenant fails (where he is liable) to pay any rents or to comply with any other obligations in the Lease then the Guarantor will rectify the failure even though:
- 2.2.1 the Landlord may have granted time or any other concession to the New Tenant;
or
- 2.2.2 the New Tenant may have ceased to exist; or
- 2.2.3 any other thing occurs which would have released the Guarantor but for this provision.

3 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999.

EXECUTED as a deed and delivered on the date at the beginning of this document

SCHEDULE 10
Deed of Covenant with the Management Company

DEED OF COVENANT

DATE:

BETWEEN:

- (1) •**[NAME OF MANAGEMENT COMPANY AT THE DATE OF THIS DEED]**
of •
(Management Company)
- (2) •**[NAME OF NEW TENANT]**
of •
(New Tenant)
- [(3) •**[NAME OF GUARANTOR]**
of •
(Guarantor)]

1 DEFINITIONS

In this deed the following words have the meaning set opposite them (unless the context otherwise requires):

- 1.1 Lease The lease made on **[DATE OF LEASE]** between (1) • (2) • and (3) •.
- 1.2 Premises The premises let by the Lease.

2 COVENANT BY NEW TENANT

The New Tenant covenants with the Management Company that:

- 2.1 on completion of the assignment of the Lease to [him][it] the New Tenant will notify the Management Company that completion has taken place; and
- 2.2 on and from completion of the assignment of the Lease to [him][it] the New Tenant will comply with the obligations of the tenant in the Lease.

3 COVENANT BY GUARANTOR

The Guarantor covenants with the Management Company that:

- 3.1 on and from completion of the assignment of the Lease to the New Tenant the New Tenant will comply with the obligations of the tenant in the Lease; and
- 3.2 on and from completion of the assignment of the Lease to the New Tenant if the New Tenant fails (where he is liable) to pay any rents or to comply with any other obligations in the Lease then the Guarantor will rectify the failure even though:
- 3.2.1 the Landlord or the Management Company may have granted time or any other concession to the New Tenant; or
- 3.2.2 the New Tenant may have ceased to exist; or

3.2.3 any other thing occurs which would have released the Guarantor but for this provision.

4 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 11
Review of the Annual Rent

DEFINITIONS

Annual Rent:	The Rent payable pursuant to the provisions of this lease as increased on each Rent Review Date in accordance with this schedule
Base RPI Month:	The month in which the Term commenced
Base Rent:	The Annual Rent payable immediately before a Review Date.
Indexed Rent:	the Rent determined in accordance with Paragraph 1.3
Interest Rate:	The 2.5% above the base rate from time to time of National Westminster Bank plc or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
Minimum Increased Rent:	2.5% of the Annual Rent payable immediately before a Review Date compounded with yearly rest during the relevant Rent Review Period
RPI:	the Retail Prices Index or any official index replacing it.
Revised Rent:	the Rent ascertained following a review of the Rent pursuant to this Schedule
Surveyor	The independent valuer appointed pursuant to Paragraph 1.9

1. REVIEW OF THE ANNUAL RENT

- 1.1 The Annual Rent shall be reviewed on each Review Date to equal the Revised Rent.
- 1.2 The Revised Rent on and from a Rent Review Date shall be the Indexed Rent unless the Indexed Rent is less than the Minimum Increased Rent, in which case the Revised Rent from the relevant Rent Review Date shall be the Minimum Increased Rent;
- 1.3 The Indexed Rent for a Rent Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls one month before the month in which that Rent Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month
- 1.4 The Landlord shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Revised Rent as soon as it has been ascertained.
- 1.5 If the Revised Rent has not been calculated by the Landlord and notified to the Tenant at least five working days before a Rent Review Date, the Annual Rent payable from that Rent Review Date shall continue at the rate payable immediately before that Rent Review Date. No later than five working days after the Revised Rent is notified by the Landlord to the Tenant, the Tenant shall pay:
 - (a) the shortfall (if any) between the amount that it has paid for the period from the Rent Review Date until the Rent Payment Date following the date of notification of the Revised Rent and the amount that would have been payable had the Revised Rent been notified on or before that Rent Review Date; and
 - (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the Revised Rent had been notified on or before that Rent Review Date and the date payment is received by the Landlord.
- 1.6 Time shall not be of the essence for the purposes of this Schedule.
- 1.7 Subject to Paragraph 1.8 if there is any change to the methods used to compile the RPI including any change to the items from which the All Items index of the RPI is compiled or if

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the reference base used to compile the RPI changes the calculation of the Indexed Rent shall be made taking into account the effect of that change.

1.8 The Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Annual Rent if either:

(a) the Landlord or the Tenant reasonably believes that any change referred to in Paragraph 1.8 would fundamentally alter the calculation of the Indexed Rent and has given notice to the other party of this belief; or

(b) it becomes impossible or impracticable to calculate the Indexed Rent.

This alternative mechanism may (where reasonable) include or consist of substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent the Surveyor shall determine an alternative mechanism.

1.9 In the event that the Landlord and Tenant cannot reach agreement in relation to the alternative index for the RPI under Paragraph 1.8 within 3 months of the notice Paragraph 1.8 (a) being served either party may require it to be determined by the Surveyor, who will be an independent chartered surveyor appointed jointly by the Landlord and the Tenant or, if they do not agree on the identity of such surveyor, by the President of the Royal Institution of Chartered Surveyors (the "President") (or any other officer authorised to carry out that function) on the application of either the Landlord or the Tenant in accordance with this Lease.

The Surveyor shall determine a question dispute or disagreement that arises between the parties in the following circumstances:

(a) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation application or effect of any part of this Schedule; or

(b) where the Landlord and the Tenant fail to reach agreement under this Schedule.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question dispute or disagreement referred to him or his terms of reference. When determining such a question dispute or disagreement the Surveyor may if he considers it appropriate specify that an alternative mechanism for setting the Annual Rent should apply to this lease and this includes (but is not limited to) substituting an alternative index for the RPI.

1.10 The Landlord and the Tenant may by agreement appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

1.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

1.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

1.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

- (a) dies;
- (b) becomes unwilling or incapable of acting; or
- (c) unreasonably delays in making any determination.

Clause 1.9 shall then apply in relation to the appointment of a replacement.

1.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees or other fees reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally) If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord The Landlord and the Tenant shall otherwise each bear their own costs in connection with the Rent Review. If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

- (a) the other party may pay instead; and
- (b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment

EXECUTED as a deed and delivered on the date at the beginning of this lease.

EXECUTED as a deed by **AVAKAS DEVELOPMENTS**)
LIMITED acting by its duly authorised director in the)
 presence of:).....

Director

Signature of witness :

Full names :

Address:

EXECUTED as a deed by **9 SCHOOL HILL**)
MANAGEMENT (8010) LIMITED acting by)
 its duly authorised director in the presence of:)
 Director

Signature of witness :

Full names :

Address :

EXECUTED as a deed by **MICHELE MARY COZZI**).....
in the presence of:)

Signature of witness :

Full names:

Address