

DATED

14th October 2016

LEASE

196A TOPSHAM ROAD, EXETER, EX2 6AA

between

TOPSHAM ROAD (EXETER) LIMITED

and

ROY STEPHEN BARBER AND LESLEY ANN BARBER

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PRESCRIBED CLAUSES

LR1. Date of lease

14th October 2016

LR2. Title number(s)

LR2.1 Landlord's title number(s)

DN166907, DN527262, DN53019, DN527231 and DN668325.

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

Topsham Road (Exeter) Limited (Co.Reg.No. 09694313) whose registered office is situated at Metcombe, Marley Road, Exmouth, EX8 5DW, United Kingdom.

Tenant

Roy Stephen Barber and Lesley Ann Barber both of Metcombe, Marley Road, Exmouth, EX8 5DW, United Kingdom.

Other parties

None.

LR4. Property

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

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements granted in clause 3.1 and set out in Schedule 2 to this lease.

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

The easements reserved in clause 4 and set out in Schedule 3 to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition 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 Topsham Road (Exeter) Limited (Co.Reg.No. 09694313) or their conveyancer that the provisions of paragraph 8.4 of Schedule 4 of the lease dated the 14th day of October 2016 and made between Topsham Road (Exeter) Limited (1) and Roy Stephen Barber and Lesley Ann Barber (2) have been complied with or that they do not apply to the disposition."

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

None.

THIS LEASE is dated the 14th day of October 2016

PARTIES

- (1) Topsham Road (Exeter) Limited incorporated and registered in England and Wales with company number 09694313 whose registered office is at Metcombe, Marley Road, Exmouth, EX8 5DW, United Kingdom (**Landlord**).
- (2) Roy Stephen Barber and Lesley Ann Barber both of Metcombe, Marley Road, Exmouth, EX8 5DW, United Kingdom (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Building: the land and building known as 196, 196a, 198 and 198a Topsham Road, Exeter, EX2 6AA registered at the date of this lease at HM Land Registry with title numbers DN166907, DN527262, DN53019, DN527231 and DN668325 shown edged blue on Plan 2.

Common Parts: these are:

- (a) the front door, entrance hall, passages, staircases and landings of the Building; and
- (b) the external paths, driveways, yard, staircases, forecourt/front garden and Refuse Area at the Building (including but not limited to the areas shown hatched blue on Plan 1).

that are not part of the Property or the Flats and which are intended to be used by the tenants and occupiers of the Building.

Conditions for Entry: the conditions to which any right to enter granted in Schedule 2 or excepted and reserved by Schedule 3 is 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.

Default Interest Rate: 4% above the base rate from time to time of Lloyds Bank Plc or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Flats: any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property and the Retained Parts).

Flat Tenants: the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years.

Insurance Rent

- (a) the Tenant's Proportion of the cost of any premiums (including any IPT) that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with its obligations in paragraph 2 of Schedule 6 including any professional fees for carrying out any insurance valuation of the Reinstatement Value;
- (b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord Covenants: the covenants on the part of the Landlord set out in Schedule 6.

Permitted Use: as a single private dwelling.

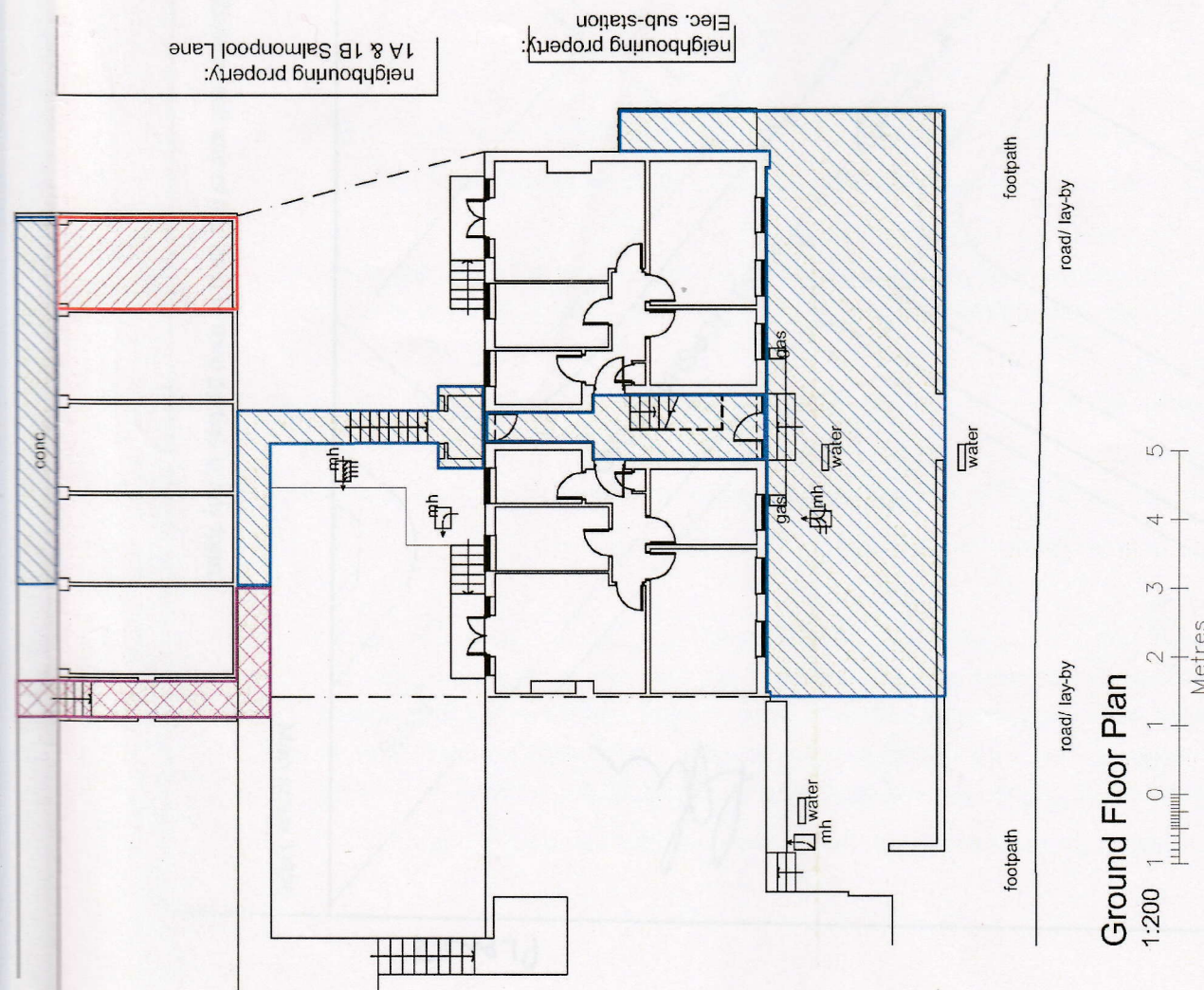
Plan 1: the plan attached to this lease and so numbered.

Plan 2: the plan attached to this lease and so numbered.

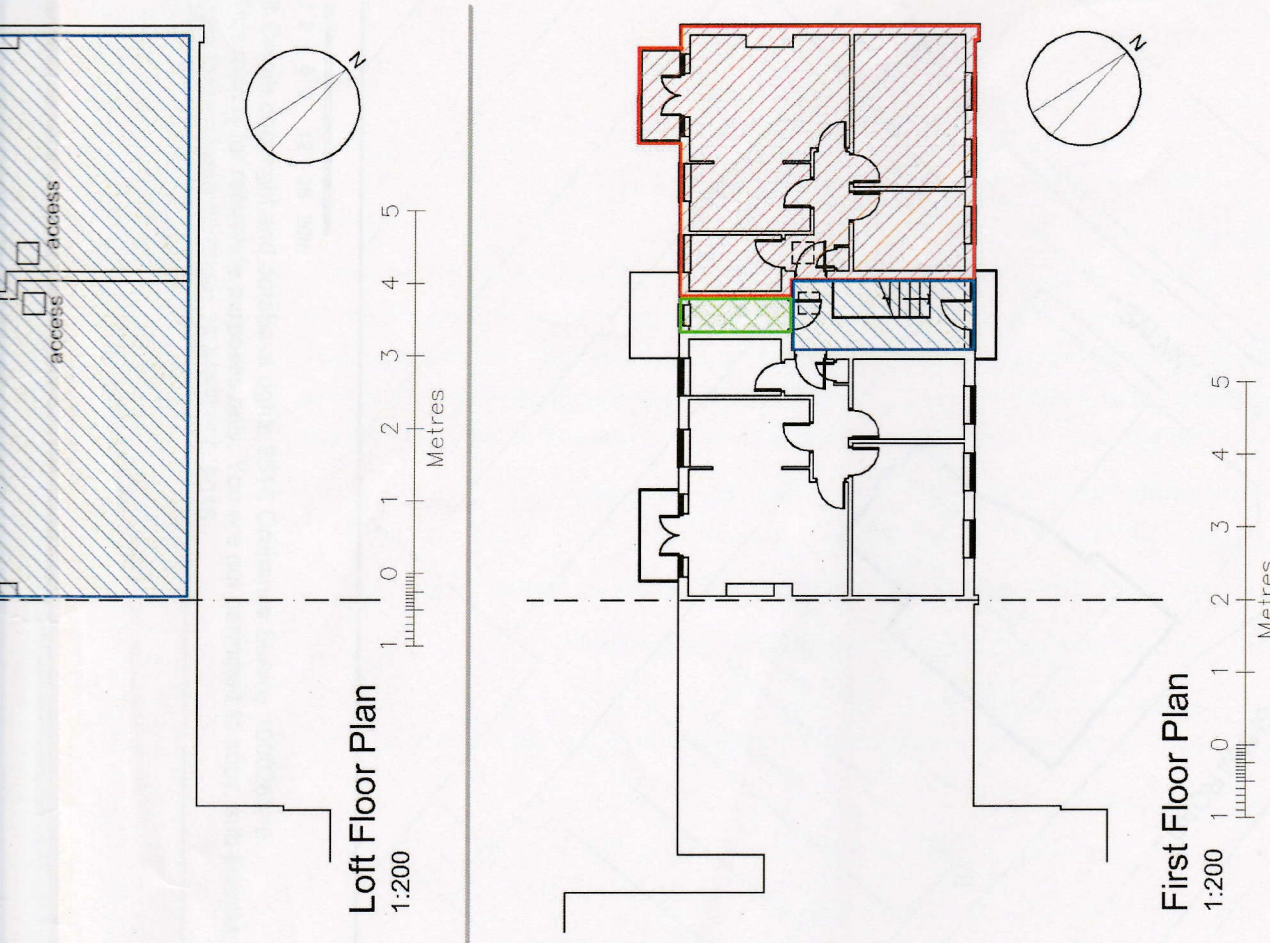
Premium: a peppercorn.

Property: part of the first floor of the Building known as 196a Topsham Road, Exeter, EX2 6AA, United Kingdom including a garage, shown edged and hatched red on Plan 1 and more particularly described in Schedule 1.

Refuse Area: the refuse area located in such area as the Landlord shall from time to time designate (if any).



Ground Floor Plan



Loft Floor Plan

First Floor Plan

Old English Architectural Ltd
 ARCHITECTURAL DESIGN SERVICES

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Client **Mr R. Barber**
 Project **Abbey Court, Topsham Road, Exeter.EX2 6AA**
 Title **Site Location & Layout Plans - 196A**

Scale	Date	Drawn	Checked	Drawing Number	Rev.
shown@A3	Nov'15	STC	client	BARB001_01_196A	3

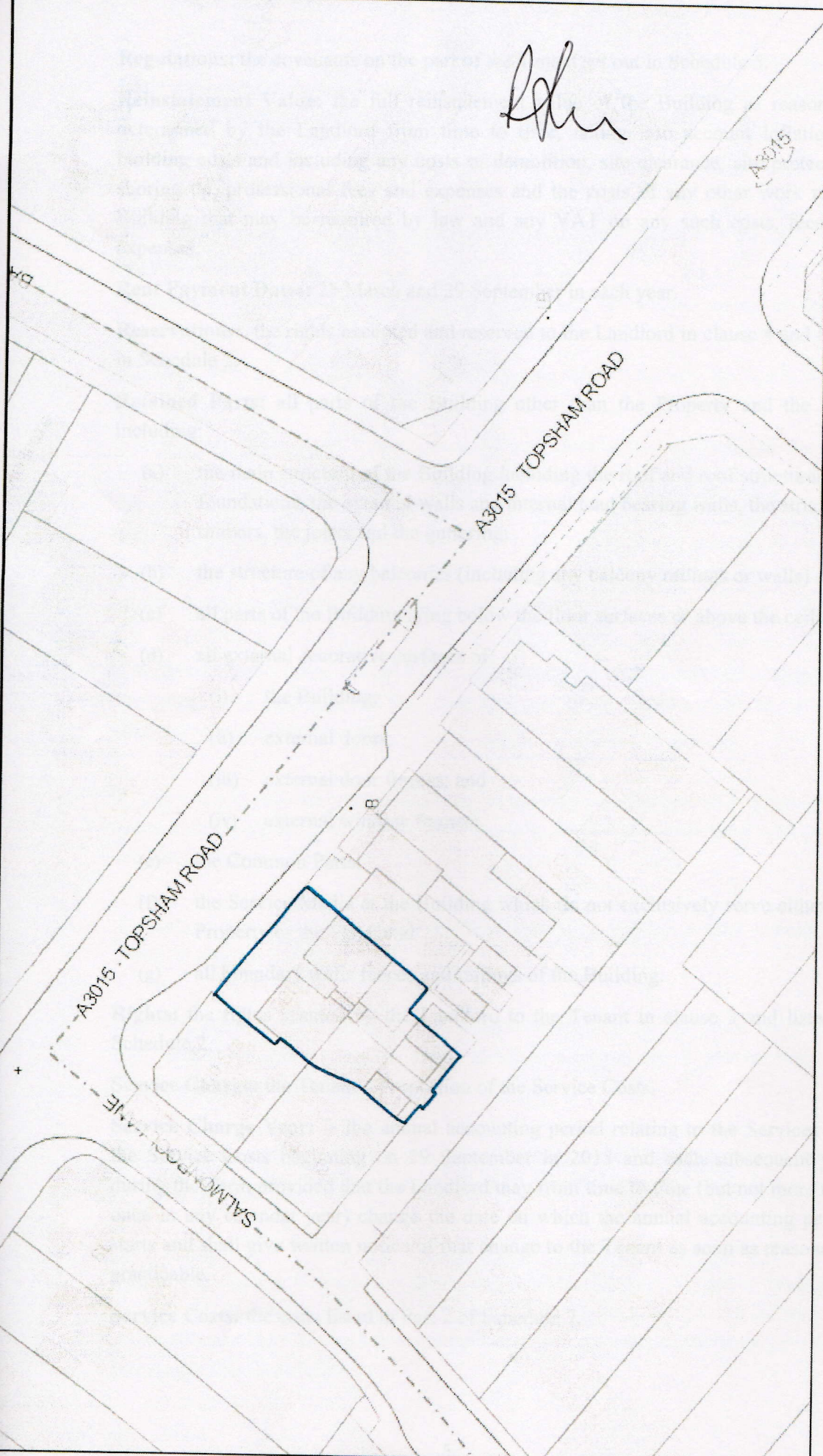
Rev	Details	Date

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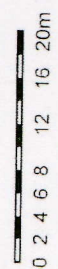


PLAN 2

[Handwritten signature]



Map scale 1:625



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 Data last updated 10:00pm 19 AUGUST, 2016

Regulations: the covenants on the part of the Tenant set out in Schedule 5.

Reinstatement Value: the full reinstatement value of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses.

Rent Payment Dates: 25 March and 29 September in each year.

Reservations: the rights excepted and reserved to the Landlord in clause 4 and listed in Schedule 3.

Retained Parts: all parts of the Building other than the Property and the Flats including:

- (a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists and the guttering;
- (b) the structure of any balconies (including any balcony railings or walls)
- (c) all parts of the Building lying below the floor surfaces or above the ceilings;
- (d) all external decorative surfaces of:
 - (i) the Building;
 - (ii) external doors;
 - (iii) external door frames; and
 - (iv) external window frames;
- (e) the Common Parts;
- (f) the Service Media at the Building which do not exclusively serve either the Property or the Flats; and
- (g) all boundary walls fences and railings of the Building.

Rights: the rights granted by the Landlord to the Tenant in clause 3 and listed in Schedule 2.

Service Charge: the Tenant's Proportion of the Service Costs.

Service Charge Year: is the annual accounting period relating to the Services and the Service Costs beginning on 29 September in 2015 and each subsequent year during the Term provided that the Landlord may from time to time (but not more than once in any calendar year) change the date on which the annual accounting period starts and shall give written notice of that change to the Tenant as soon as reasonably practicable.

Service Costs: the costs listed in Part 2 of Schedule 7.

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services to be provided by the Landlord and listed in Part 1 of Schedule 7.

Tenant Covenants: the covenants on the part of the Tenant set out in Schedule 4 and the Regulations.

Tenant's Proportion: 25% or such other fair and reasonable percentage as the Landlord may notify the Tenant from time to time.

Term: a term of 999 years from and including the 1st January 2015 and to and including the 31st December 3014.

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register of title numbers DN166907, DN527262, DN53019, DN527231 and DN668325.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, the **Flats**, the **Property** and the **Retained Parts** are to the whole and any part of it.
- 1.7 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 A reference to **writing** or **written** excludes fax and email.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to the **end of the term** is to the end of the term however it ends.
- 1.14 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Term.
- 2.2 The grant is made together with the Rights, excepting and reserving the Reservations, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:
- (a) the Insurance Rent;
 - (b) the Service Charge;

- (c) all interest payable under this lease; and
- (d) all other sums due under this lease.

3. THE RIGHTS

- 3.1 The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property, but in each case subject to complying with any Regulations relating to that Right.
- 3.2 The Rights are granted subject to the Third Party Rights and in so far as the Landlord is able to grant them and in common with:
 - (a) the Landlord and all persons authorised by the Landlord; and
 - (b) the Flat Tenants.
- 3.3 The Tenant shall not be deemed to have acquired any other easement or right over the Building or any neighbouring property other than the Rights and section 62 of the Law of Property Act 1925 shall not apply to this lease.

4. THE RESERVATIONS

- 4.1 The Reservations are excepted and reserved from this lease for the benefit of the Building.
- 4.2 The Reservations may be exercised by the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
- 4.3 The Reservations shall be construed as extending to the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise the Reservations.

5. TENANT COVENANTS

The Tenant covenants:

- (a) with the Landlord to observe and perform the Tenant Covenants; and
- (b) with the Flat Tenants to observe and perform the Regulations.

6. LANDLORD COVENANTS

6.1 Subject to clause 6.2, the Landlord covenants with the Tenant to observe and perform the Landlord Covenants.

6.2 The Landlord shall not be liable to the Tenant for any failure or interruption in the Services where the failure or interruption is outside the Landlord's reasonable control.

6.3 The Landlord shall not be liable to the Tenant for any failure or interruption in the Services.

7. RE-ENTRY AND FORFEITURE

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) Insurance Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any breach of any of the Tenant Covenants.

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

8. DESTRUCTION OF BUILDING

8.1 If:

- (a) the Building is damaged or destroyed by an Insured Risk;
- (b) the Property is wholly or partly unfit for occupation and use and/or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and
- (c) the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them,

then payment of the Insurance Rent and Service Charge, or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use and the Common Parts accessible and usable.

8.2 If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:

- (a) the Landlord's obligation to reinstate the Building contained in paragraph 3 of Schedule 6 shall be deemed to have been discharged;
- (b) the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, the Tenant, and the Flat Tenants in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing between the Landlord, the Tenant and the Flat Tenants or failing agreement as determined pursuant to clause 8.3; and
- (c) the Landlord shall pay such sums due to the Tenant and the Flat Tenants within three months of agreement or on determination pursuant to clause 8.3.

8.3 Any dispute arising regarding this clause 8 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

9. SET-OFF

The Insurance Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. LANDLORD'S CONSENT

10.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

10.2 No consent given by the Landlord under this lease shall imply that any consent required from a third party has been given and shall not obviate the need to obtain any consent required from a third party.

11. DISPUTES BETWEEN TENANTS

Save for any dispute arising under clause 8, any dispute between the Tenant and the Flat Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

12. JOINT AND SEVERAL LIABILITY

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

13. ENTIRE AGREEMENT

13.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

13.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that has given by either party.

13.3 Nothing in this clause shall limit or exclude any liability for fraud.

14. NOTICES

14.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an email is not in writing;
- (b) given to the Landlord by:
 - (i) leaving it at the Landlord's address given in clause 14.5; or
 - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 14.5;
- (c) given to the Tenant by:
 - (i) leaving it at the Property; or
 - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Property.

14.2 If a notice is given in accordance with clause 14.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

14.5 The Landlord's address for service is Metcombe, Marley Road, Exmouth, EX8 5DW, United Kingdom or such other address as the Landlord may notify to the Tenant from time to time.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

17. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. JURISDICTION

Save for any dispute arising under clause 8, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Property

1. Part of the first floor of the Building known as 196a Topsham Road, Exeter, EX2 6AA, the floor plan of which is shown edged and hatched red on Plan 1 including:
 - (a) the internal plaster, plasterboard and surface finishes of all walls;
 - (b) the floor surface of any balcony;
 - (c) the whole of any internal, non-load bearing walls that are entirely within the Property;
 - (d) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
 - (e) the floorboards or other floor surfaces above the joists or other structural floor supports supporting them;
 - (f) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
 - (g) the doors and windows and their frames, fittings and glass;
 - (h) all Service Media exclusively serving the Property;
 - (i) all Landlord's fixtures and fittings in the Property;
 - (j) all additions and improvements to the Property; and
 - (k) the garage.

2. The Property shall not include any of the Retained Parts.

Schedule 2 The Rights

1. SHELTER AND PROTECTION

The right of support, shelter and protection from other parts of the Building, to the extent existing at the date of this lease.

2. ACCESS TO AND FROM THE PROPERTY

A right of way for the Tenant and all persons authorised by the Tenant at all times on foot only, or with vehicles where appropriate, over and along those parts of the Common Parts which afford access to and egress from the Property Provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Property by giving notice to the Tenant so long as this does not materially inconvenience the Tenant or have an adverse impact on the value of the Property.

3. USE OF RETAINED PARTS

The right for the Tenant and all persons authorised by the Tenant:

- (a) to use the dustbins in the Refuse Area for the purpose of depositing normal domestic rubbish; and
- (b) to use any part of the external areas forming part of the Common Parts for normal quiet recreational purposes only.

4. SERVICE MEDIA

The right to use and to connect into any Service Media in the Building that serve the Property and which are in existence at the date of this lease or are installed or constructed during the Term (provided that the Landlord may, at its discretion, re-route or replace any such Service Media at any time and the right shall then apply in relation to the Service Media as re-routed or replaced).

5. ACCESS TO OTHER PARTS OF THE BUILDING

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 Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

5. **BENEFIT OF OTHER RIGHTS**

The benefit of the rights referred to and contained in the registers of title comprising the Building and being at the date of this lease title numbers DN166907, DN527262, DN53019 and DN527231.

7. **CUPBOARD**

The right in common with the owner of Flat 198A Topsham Road Exeter EX2 6AA to use the cupboard hatched green on Plan 1 for storage purposes and the Tenant shall ensure that the cupboard is kept closed and locked after use by the Tenant.

Schedule 3 The Reservations

1. SHELTER AND PROTECTION

All rights of support, shelter and protection from the Property to the extent those rights are capable of being enjoyed at any time during the Term.

2. LIGHT AND AIR

All rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

3. SERVICE MEDIA

The right to use and to connect into any Service Media at the Property which serve other parts of the Building and which are in existence at the date of this lease or are installed or constructed during the Term.

4. ACCESS TO THE PROPERTY

Subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- (a) to inspect or carry out works to the Retained Parts or the Flats;
- (b) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;
- (c) to inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant Covenants relating to the repair or condition of the Property);
- (d) to carry out any works needed to remedy the breach set out in any notice served under paragraph 4(c) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice;
- (e) for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building.

5. DEVELOPMENT

The full and free right at any time during the Term to develop any part of the Building (other than the Property or any part of the Building over which Rights are granted) and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit.

6. ALTERATION AND SUSPENSION OF RIGHTS

- 6.1 The right to re-route and replace any Service Media at the Building over which Rights are granted so long as this does not materially inconvenience the Tenant or have an adverse impact on the value of the Property.

Schedule 4 Tenant Covenants

1. SERVICE CHARGE

- 1.1 The Tenant shall pay the estimated Service Charge for each Service Charge Year in two equal instalments on each of the Rent Payment Dates.
- 1.2 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the date of this lease and the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.
- 1.3 If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).
- 1.4 Without prejudice to paragraph 2.1(c) of Schedule 4, where the Landlord provides any Service by reason of the damage to or destruction of the Retained Parts by an Insured Risk, the costs of that Service shall not be included in the Service Charge.

2. INSURANCE

- 2.1 To pay to the Landlord:
 - (a) the Insurance Rent demanded by the Landlord under paragraph 2 of Schedule 6 by the date specified in the Landlord's notice;
 - (b) on demand the Tenant's Proportion of any excess payable under the insurance policy of the Building following the occurrence of an Insured Risk; and
 - (c) on demand an amount equal to any insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them.

2.2 To inform the Landlord immediately that:

- (a) any matter occurs in relation to the Tenant or the Building that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building;
- (b) any damage or loss occurs that relates to the Building and arises from an Insured Risk; and
- (c) any other event occurs which might affect any insurance policy relating to the Building.

and if the Landlord reasonably so requests, to give the Landlord notice of that matter or such other confirmation as the Landlord reasonably requires.

2.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

3. INTEREST ON LATE PAYMENT

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Insurance Rent, Service Charge or other payment due under this lease and not paid within 21 days of the date it is due. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

4. RATES AND TAXES

4.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and
- (b) any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

4.2 To pay:

- (a) the Tenant's Proportion of any such rates, taxes or other impositions and outgoings that are payable in respect of the Building; and
- (b) a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land (whether or not including any other part of the Building).

5. UTILITIES

- 5.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 5.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

6. COSTS

To pay on demand the costs and expenses of the Landlord (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) reasonably and properly incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of any of the following:

- (a) the enforcement of any of the Tenant Covenants;
- (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) preparing and serving any notice under paragraph 4(c) of Schedule 3; or
- (e) any consent applied for under this lease, whether or not it is granted.

7. ALTERATIONS

- 7.1 Not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property or cut or maim any structural parts of the Building.
- 7.2 Not to install, alter the route of, damage or remove any Service Media at the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

8. ASSIGNMENT AND UNDERLETTING

- 8.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.

- 8.2 Not to assign the whole of this lease, or underlet or part with possession of the whole of the Property, during the last seven years of the Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.3 Not to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.4 Not to assign the whole of this lease unless the Tenant has first:
- (a) paid to the Landlord any Service Charge, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment;
 - (b) provided the Landlord with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales; and
 - (c) obtained agreement from the assignee or transferee that they will become a member and director of Topsham Road (Exeter) Limited upon completion of the assignment or transfer.
- 8.5 Not to underlet the whole of the Property unless:
- (a) the underlease is on an assured shorthold tenancy agreement or any other tenancy agreement whereby the tenant does not obtain security of tenure on expiry or earlier termination of the term;
 - (b) the underlease contains covenants substantially the same as those contained in the Regulations, other than the Regulation contained in paragraph 26(a) of Schedule 5; and
 - (c) the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the Tenant Covenants.
- 8.6 Within one month of any assignment, underletting for more than one year, charge, parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details and to:
- (a) provide a certified copy of the transfer or other instrument of devolution of title; and
 - (b) pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than Fifty Pounds plus VAT in respect of each document produced.

9. REPAIR AND DECORATION

- 9.1 To keep the Property in good repair and condition throughout the Term (provided that the Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person at the Property with the express or implied authority of any of them).
- 9.2 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the Term.
- 9.3 As often as is reasonably necessary and at least every five years, to decorate or treat as appropriate all parts of the inside of the Property that are usually decorated or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the Term to use materials, designs and colours approved by the Landlord.

10. COMPLIANCE WITH LAWS AND NOTICES

- 10.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.
- 10.2 To comply with all laws relating to the use of the Retained Parts by the Tenant.
- 10.3 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).
- 10.4 Within one week after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) to:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) in so far as it relates to the Property or the Tenant's use of the Retained Parts, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

11. NOTIFY DEFECTS

To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

12. THIRD PARTY RIGHTS

- 12.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property (and the exercise by the Tenant of the Rights) and not do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.
- 12.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

13. REMEDY BREACHES

- 13.1 If the Landlord has given the Tenant notice of any breach of any of the Tenant Covenants relating to the repair or condition of the Property under paragraph 4(c) of Schedule 3, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 13.2 If the Tenant has not begun any such works within the time specified in the notice or is not carrying out the works with due speed or has not completed such works to the reasonable satisfaction of the Landlord, to permit the Landlord (without prejudice to the Landlord's other rights in this lease) and all persons authorised by him, to enter the Property and carry out the works needed.
- 13.3 To pay to the Landlord on demand the costs incurred by the Landlord in carrying out any works pursuant to this clause (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

14. PERMIT ENTRY

To permit all those entitled to exercise any right to enter the Property to do so subject to their compliance with the Conditions for Entry.

15. INDEMNITY

To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any of the Tenant Covenants; or

- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.

16. RETURNING THE PROPERTY TO THE LANDLORD

At the end of the Term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant Covenants.

Schedule 5 The Regulations

1. Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property.
2. Not to hold any political meeting or sale by auction at the Property.
3. Not to use the Property for any noisy, offensive, illegal or immoral purpose.
4. Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Flat Tenants or the occupiers of any neighbouring property.
5. Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property or Building (except fuel in the fuel tank of any private motor vehicle parked in the garage).
6. Not to do anything which may cause any insurance of the Building to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).
7. To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.
8. Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building.
9. Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.
10. Not to keep any animal or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time.
11. Not to hang or expose clothes or other articles outside the Property or on any balcony or shake anything out of the windows of the Property.
12. Not to stop up, darken or obstruct any windows at the Property or Building or do anything else which may obstruct the flow of light or air to the Property or any other part of the Building.

13. To clean the inside of the windows of the Property as often as is reasonably necessary.
14. Not to sing or dance or play any musical instrument or equipment for making or reproducing sound or to act in such a manner so as to be audible outside the Property so as to cause annoyance to the Flat Tenants or any other occupiers of the Building.
15. Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.
16. Not to keep or deposit any rubbish at the Building, except suitably wrapped and sealed and placed in a dustbin in the Refuse Area.
17. Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay.
18. Not to decorate the exterior of the Property in any way other than the entrance door to the Property.
19. Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside without the prior written consent of the Landlord.
20. Not to fix any television or radio aerial, satellite dish or receiver on the Building without the Landlord's prior written consent.
21. Not to place any "For Sale" or "To Let" sign on the Building without the Landlord's prior written consent.
22. Not to play or loiter on the Common Parts or make any avoidable noise on the Common Parts between the hours of 9am and 10pm.
23. Not to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way.
24. Not to use the garage other than for the parking of a private motor car or private motorcycle which has an MOT certificate if required and which is in the regular use of the Tenant or other occupier of the Property.
25. Not to park any vehicles on the external areas of the Retained Parts.
26. To observe and perform the Tenant Covenants contained in:

- (a) Paragraph 9 of Schedule 4; and
- (b) Paragraph 14 of Schedule 4.

27. To comply with all variations of these Regulations and all other regulations made by the Landlord or their agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:

- (a) the use of the Retained Parts;
- (b) the management of the Building and the welfare of its occupants; and
- (c) the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.

Schedule 6 Landlord Covenants

1. QUIET ENJOYMENT

So long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2. INSURANCE

2.1 To effect and maintain insurance of the Building against loss or damage caused by any of the Insured Risks with reputable insurers, on fair and reasonable terms that represent value for money, for an amount not less than the Reinstatement Value subject to:

- (a) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and
- (b) insurance being available on reasonable terms in the London insurance market.

2.2 To serve on the Tenant a notice giving full particulars of the gross cost of the insurance premium payable in respect of the Building (after any discount or commission but including IPT). Such notice shall state:

- (a) the date by which the gross premium is payable to the Landlord's insurers; and
- (b) the Insurance Rent payable by the Tenant, how it has been calculated and the date on which it is payable.

2.3 In relation to any insurance effected by the Landlord under this clause, the Landlord shall:

- (a) at the request of the Tenant supply the Tenant with:
 - (i) a copy of the insurance policy and schedule; and
 - (ii) a copy of the receipt for the current year's premium.
- (b) notify the Tenant of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord has become aware of the change;
- (c) use reasonable endeavours to procure that the insurance policy contains a non-invalidation provision in favour of the Landlord in respect of any act or default of the Tenant or any other occupier of the Building; and

- (d) procure that the interest of the Tenant and its mortgagees are noted on the insurance policy, either by way of a general noting of tenants' and mortgagees' interests under the conditions of the insurance policy or (provided that the Landlord has been notified of any assignment to the Tenant pursuant to paragraph 8.6 of Schedule 4) specifically.

3. REBUILD FOLLOWING DAMAGE OR DESTRUCTION

If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:

- (a) promptly make a claim under the insurance policy for the Building;
- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy, and, where appropriate, pursue any of the Flat Tenants in respect of any monies that the insurers of the Building refuse to pay by reason of any act or omission of the Flat Tenants or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them;
- (c) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild the Building;
- (d) subject to obtaining such consents, use any insurance money received (other than for loss of Service Charge) and any money received from the Tenant under paragraph 2.1(c) of Schedule 4 promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building; and
- (e) subject to obtaining such consents, provide premises or facilities equivalent in size, quality and layout to those previously at the Building but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Building to provide premises and facilities that are reasonably equivalent to those previously at the Building.

4. SERVICES AND SERVICE COSTS

- 4.1 Subject to the Tenant paying the Service Charge, to provide the Services.
- 4.2 Before or as soon as possible after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.

- 4.3 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.
- 4.4 To keep accounts, records and receipts relating to the Service Costs incurred by the Landlord and to permit the Tenant, on giving reasonable notice, to inspect the accounts, records and receipts by appointment with the Landlord.
- 4.5 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

5. LEASES OF FLATS

- 5.1 To ensure that every lease of the Flats granted by the Landlord for an original term of over 21 years is in substantially the same form as this lease and contains covenants substantially the same as the Regulations.
- 5.2 Until such time as the Landlord grants leases of the Flats to maintain and repair the Flats to the extent that no physical damage is caused to the Property. For the avoidance of doubt, this covenant will automatically lapse once leases of the Flats have been granted.

6. ENFORCEMENT OF COVENANTS AGAINST THE FLAT TENANTS

At the written request of the Tenant to enforce or assist the Tenant in enforcing the Regulations against the Flat Tenants provided that:

- (a) the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);
- (b) the Landlord shall not be required to take any action or incur any costs under this clause until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require;
- (c) the Tenant shall join in any action or proceedings if so requested by the Landlord.

Schedule 7 Services and Service Costs

Part 1. The Services

1. SERVICES

The **Services** are:

- (a) cleaning, maintaining, decorating, repairing and replacing the Retained Parts and remedying any inherent defect;
- (b) providing heating to the internal areas of the Common Parts during such periods of the year as the Landlord reasonably considers appropriate, and cleaning, maintaining, repairing and replacing the heating machinery and equipment;
- (c) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting, machinery and equipment on the Common Parts;
- (d) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts;
- (e) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;
- (f) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- (g) cleaning the outside of the windows of the Building;
- (h) cleaning, maintaining, repairing and replacing signage for the Common Parts;
- (i) maintaining any landscaped and grassed areas of the Common Parts;
- (j) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts;
- (k) providing cleaning and maintenance staff for the Building; and
- (l) any other service or amenity that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.


Part 2. Service costs

1. SERVICE COSTS

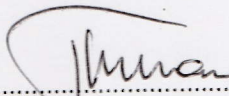
The **Service Costs** are the total of:

- (a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Landlord to be incurred of:
- (i) providing the Services;
 - (ii) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Retained Parts;
 - (iii) complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Retained Parts);
 - (iv) complying with all laws relating to the Retained Parts, their use and any works carried out at them, and relating to any materials kept at or disposed of from the Common Parts;
 - (v) complying with the Third Party Rights insofar as they relate to the Retained Parts;
 - (vi) putting aside such sum as shall reasonably be considered necessary by the Landlord (whose decision shall be final as to questions of fact) to provide reserves or sinking funds for items of future expenditure to be or expected to be incurred at any time in connection with providing the Services; and
 - (vii) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Building as a whole);
- (b) the costs, fees and disbursements reasonably and properly incurred of:
- (i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same;
 - (ii) accountants employed by the Landlord to prepare and audit the service charge accounts; and
 - (iii) any other person retained by the Landlord to act on behalf of the Landlord in connection with the Building or the provision of Services.
- (c) all rates, taxes, impositions and outgoings payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building); and
- (d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

Executed as a deed by
Topsham Road (Exeter)
Limited acting by Roy
Stephen Barber, a director


.....
Signature of Roy Stephen Barber

in the presence of:


.....
Witness Signature

JOHN MAN
.....
Witness Name

1 NORWICH CLOSE
.....
EXMOUTH, EX8 5QW
.....
Witness Address