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PRESCRIBED CLAUSES

LR1. Date of lease

25th August 2017

LR2. Title number(s)

LR2.1 Landlord's title number

SY241566

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

LINDSMAN PROPERTIES (1802) LIMITED AND LINDSMAN PROPERTIES (1803) LIMITED (company registration numbers 07140901 and 07140809) whose registered office is 153-155 London Road, Hemel Hempstead, Hertfordshire, JP3 9SQ

Tenant

MAX WILLIAM BERNARD AND RACHEL BERNARD both of 26 Ellery Rise, Frieth, Henley on Thames, RG9 6PE

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

the sum of £230,000 (two hundred and thirty thousand pounds

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

None.

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

Tenant

THIS LEASE is dated 25th August 2017

PARTIES

- (1) LINDSMAN PROPERTIES (1802) LIMITED AND LINDSMAN PROPERTIES (1803) LIMITED (company registration numbers 07140901 and 07140809) whose registered office is at 153 -155 London Road, Hemel Hempstead, Hertfordshire, HP3 9SQ (the "Landlord")
- (2) MAX WILLIAM BERNARD and RACHEL BERNARD both of 26 Ellery Rise, Frieth, Henley-on-Thames (the "Tenant")

AGREED TERMS

BACKGROUND

- (A) The Landlord is registered at H M Land Registry as proprietor with absolute leasehold title of the Building.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this lease.

Building: the land and building known as 14-15 West Street, Farnham, Surrey GU9 7DN under title number SY241566

Building Service Costs: the costs of providing the Building Services

Building Services: those services set out in Section A of Part 1 of Schedule 7

Commercial Leases: means the lease dated 28 March 2012 made between (1) the Landlord and (2) Sharps Bedrooms Limited which expression includes where the context so admits any and all future leases of the premises or part thereof thereby demised

Commercial Premises: those parts of the Building at ground level adapted for or intended to be used for commercial purposes

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 Barclays 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.

Flat Service Equipment: means all the plant machinery and equipment (with associated Service Media meters and appliances) exclusively serving the Flat from time to time

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 amount calculated by reference to the Tenant's Proportion in respect of Insurance Rent of any premiums (including any IPT) that the Superior Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Superior 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 Cost;
- (b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Superior 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 Superior Landlord reasonably 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.

Landlords Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest

Occupier: means any person occupying any part of the Building under a lease tenancy or otherwise with the permission of the Landlord

Permitted Use: as a single private dwelling.

Plan: the plan attached to this lease.

Property: the flat premises more particularly described in Schedule 1 and the Residential Common Parts.

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

Reinstatement Cost: the full cost of reinstatement of the Building as reasonably determined by the Superior 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: £150 per annum , which shall double on the 1st January 2041 and every 25 years thereafter

Rent Payment Date: 1st January in each year

Reservations: the rights excepted and reserved to the Superior Landlord, the Landlord, the Management Company, the Flat Tenants and the tenants of the Commercial Premises in clause 4 and listed in Schedule 3.

Residential Services: the services set out in Section B of Part 1 of Schedule 7 which are to be provided by the Landlord or, after the Handover Date, the Management Company

Residential Common Parts: these include:

- (a) the front doors, entrance hall, passages, lobbies, staircases, fire escapes, lifts and landings;
- (b) all internal decorative surfaces of the Residential Common Parts (including the surfaces of any entrance doors to the Flats) and the external decorative surfaces of window frames in the Residential Common Parts and Flats
- (c) the plant, machinery, equipment and Service Media at the Building serving the Flats adapted or intended for use by the Flats in common and

- (d) any other areas which are intended to be used by the tenants and occupiers of the Flats in common.

Residential Service Costs: the costs in providing the Residential Services as set out in Section B of Part 1 of Schedule 7

Retained Parts: all parts of the Building other than the Property the Commercial Premises and the Flats including (subject to those exclusions):

- (a) any structural parts roofs foundations external walls external windows save insofar as forming part of a Flat 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 joists beams and supporting columns, the guttering (save for any exclusively serving a Flat or the Commercial Premises) and the structure of any balconies or roof terraces (including any balcony railings or walls);
- (b) all parts of the Building lying below the floor surfaces or above the ceilings;
- (c) all external decorative surfaces of:
 - (i) the Building;
 - (ii) external doors;
 - (iii) external door frames; and
 - (iv) external window frames;

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 Certificate: a certificate showing the Service Costs

Service Charge Estimate: the estimate of the Service Charge to be provided to the Tenant before or as soon as reasonably possible after the commencement of a Service Charge Year pursuant to the provisions of paragraph 4 of Schedule 6

Service Charge Payment Dates: means 1st January and 1st July in each year, or such other dates as the Landlord or Management Company shall reasonably so decide

Service Charge Year: is the annual accounting period relating to the Services and the Service Costs beginning on 1st January 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 (being the total of the Building Service Costs and the Residential Service Costs) in a Service Charge Year

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television (including without limitation satellite dishes and aerials), data, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services 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: (46.15 % as a proportion of the Residential Service Costs and 24.36 % as a proportion of the Building Service Costs

Term: a term of 125 years from and including the 1st January 2016.

Third Party Rights: all rights, covenants and restrictions affecting the Building.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or 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 in this lease on the Tenant not to do something includes an obligation not to permit or 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 **Commercial Premises**, the **Residential Common Parts**, the **Flats**, the **Property** and the **Retained Parts** are to the whole and any part of them

- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 A reference to **writing** or **written** excludes faxes or e-mail.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.12 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 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 of and schedules to 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 covenanting to pay the Landlord the following sums as rent:

- (a) the Rent,
- (b) the Insurance Rent;
- (c) the Service Charge,
- (d) all interest payable under this lease; and
- (e) all other sums due under this lease.

together with any interest in respect of late payment in accordance with paragraph 4 of Schedule 4 of 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 in so far as the Landlord is able to grant them and in common with the Flat Tenants:
 - (a) and all persons authorised by the Landlord; and
- 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 and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 4.2 The Reservations may be exercised by the Landlord and all persons authorised by them 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 Building or loss of amenity for the Property or the Building 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 Superior 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 and by way of separate covenant with the Management Company to observe and perform the Tenant Covenants; and
- (b) with the Landlord and the Flat Tenants to observe and perform the Regulations.

6. LANDLORD COVENANTS

- 6.1 Subject to clause 7.2 the Landlord covenants with the Tenant to observe and perform (or procure the performance of) 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 unless the Landlord knows of the failure or interruption, or reasonably should know of this and has not remedied that failure or interruption within a reasonable time.

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) any Rent, 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 or the Management Company 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 or 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 Rent, 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 Residential 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 procure the reinstatement of 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 it receives on trust for the Landlord, the Tenant, the Flat Tenants and any other persons with an insurable interest in the Building with a lawful claim on the insurance proceeds 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 Rent, Insurance Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any deduction or withholding other than as required by law. The Tenant shall not be entitled to

assert any credit, set-off or counterclaim against the Landlord to justify withholding payment of any sum due.

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.

10.3 Any consent given by the Landlord is valid only if given in writing

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

At any time when the Landlord 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 and Management Company (jointly and severally) may take action against, or release or compromise the liability of, any one of those persons, or grant any time or other indulgence to any one of them, 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) .

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 unless this lease expressly states otherwise and for the purposes of this clause a fax or an e-mail 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 Business 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 as set out in Land Registry Prescribed Clause LR3 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 or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under 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.

17. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

18. GOVERNING LAW AND JURISDICTION

18.1 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.

18.2 Save for any dispute arising under clause 8, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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.

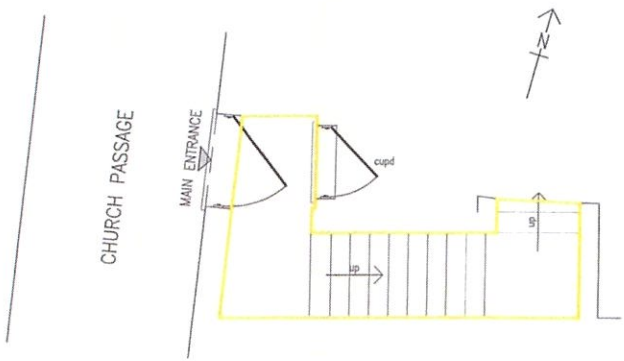
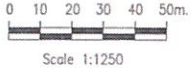
Schedule 1 The Property

1. Flat 2 of the Building the floor plan of which is shown edged red on the Plan including for the purposes of repair and maintenance as well as demise:
 - (a) the internal plaster, plasterboard and surface finishes of all walls;
 - (b) the whole of any internal, non-load bearing walls that are entirely within the Property;
 - (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
 - (d) the floorboards or other floor surfaces including screeding above the joists or other structural floor supports supporting them;
 - (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
 - (f) the doors and windows and their frames, fittings and glass (but not for the purposes of decoration the decorative surfaces of any doors facing into the Residential Common Parts or any window frames in an external wall);
 - (g) all Service Media exclusively serving the Property;
 - (h) the floor surface only of the balcony
 - (i) all Landlord's fixtures and fittings in the Property; and
 - (j) all additions and improvements to the Property
 - (k) all Flat Service Equipment (excluding meters and switchgear) whether or not situated in the Property

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



LOCATION PLAN
(Scale 1:1250)

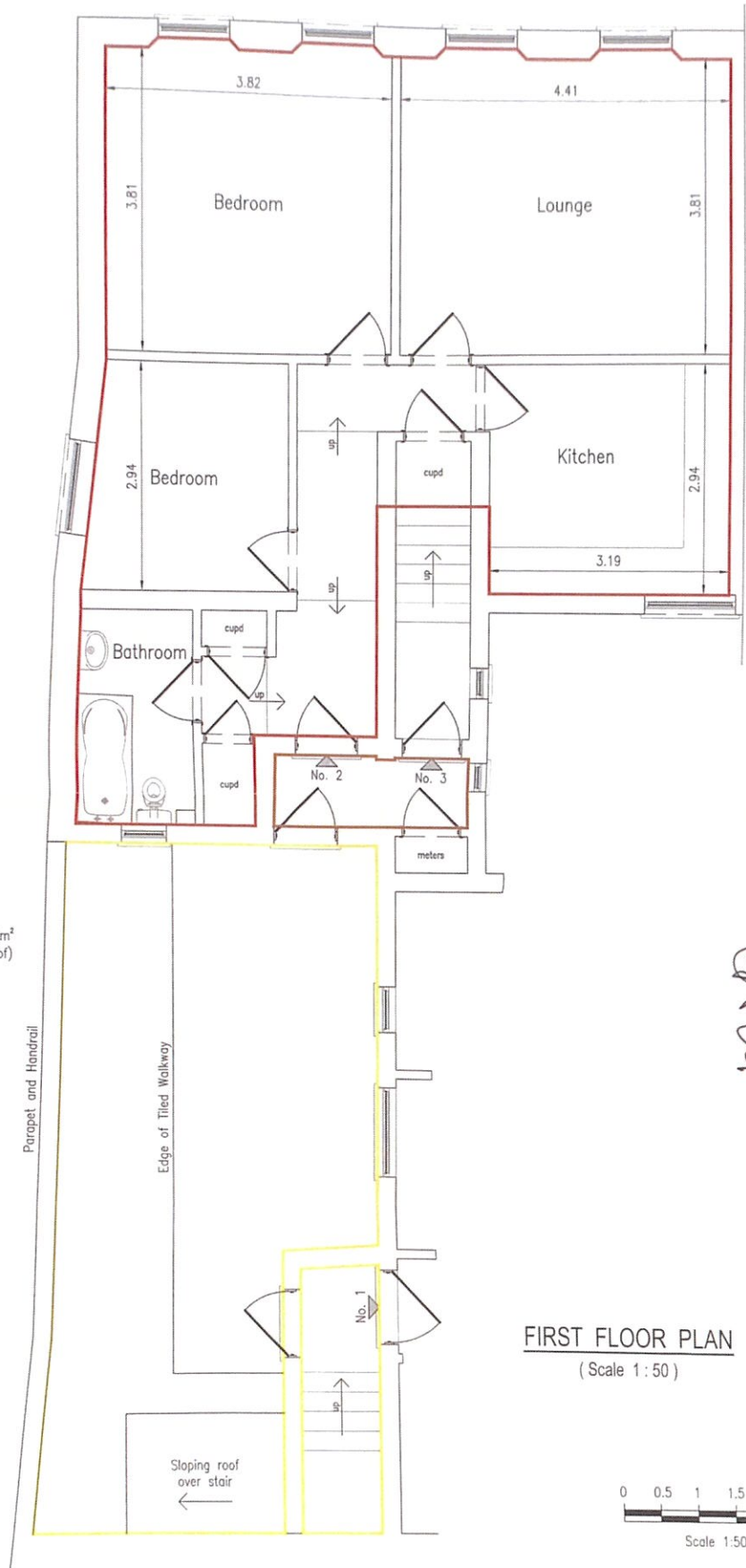


GROUND FLOOR PLAN
(Scale 1:50)

[Handwritten signature]

Flat 2,
15, West Street,
Farnham,
Surrey, GU9 7DN.

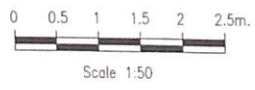




Roof Terrace = 31.5m²
(excludes sloping roof)

Flat 2,
15, West Street,
Farnham,
Surrey, GU9 7DN.

FIRST FLOOR PLAN
(Scale 1:50)



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, over and along those parts of the Residential Common Parts which afford access to and egress from the Flats 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.
3. **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 period of 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).
4. **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 or the Flat Service Equipment required or permitted by this lease or to connect to the Flat Service Equipment but at all times subject to compliance with the Conditions for Entry.

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 period of 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 Superior Landlord's Service Equipment, 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 and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord

may think fit notwithstanding any interference with the access of light or air to the Property.

6. **ALTERATION AND SUSPENSION OF RIGHTS**

The right to re-route and replace any Service Media at the Building over which Rights are granted.

7. **COMMERCIAL LEASES**

The rights granted by the Commercial Leases

Schedule 4 Tenant Covenants

1. RENT

- 1.1 To pay the Rent to the Landlord in advance on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.
- 1.2 The first instalment of the Rent shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, of the Rent payable from the date of this lease until the day before the next Rent Payment Date.

2. SERVICE CHARGE

- 2.1 The Tenant shall pay to the Landlord the Tenants Proportion of the sum set out in the Service Charge Estimate for each Service Charge Year in two equal instalments on each of the Service Charge Payment Dates.
- 2.2 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligation to pay the Service Charge Estimate 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 apportioned Service Charge Estimate for the period between the date of this lease and the next Rent Payment Date shall be paid on the date hereof.
- 2.3 If, in respect of any Service Charge Year, the Service Charge Estimate is less than the Service Charge, the Tenant shall pay the difference within 21 days of written demand. If, in respect of any Service Charge Year, the Service Charge Estimate is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the Service Charge Estimate (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).
- 2.4 Without prejudice to paragraph 3.1(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 where it is discharged from any insurance monies received by the Landlord.

3. INSURANCE

3.1 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 relevant Tenant's Proportion of an amount that is deducted or disallowed by the Landlord's insurer pursuant to any excess provision in 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.

3.2 To give the Landlord notice immediately when:

- (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.

3.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Superior 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.

4. INTEREST ON LATE PAYMENT

To pay interest to the Landlord at the Default Interest Rate on any Rent, Insurance Rent, Service Charge or other payment due under this lease and not paid within 21 days of the date it is due, for the period from the due date until the date of actual payment, whether before or after judgment.

5. RATES AND TAXES

5.1 To pay all present and future rates, taxes and other impositions 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.

5.2 To pay:

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

6. UTILITIES

6.1 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.

6.2 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.

7. COSTS

To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) 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 (except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

PROVIDED ALWAYS THAT after the Handover Date, the Tenant's obligations to pay costs under this paragraph shall include any costs and expenses of the Management Company (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT

on them properly) incurred after the Handover Date in connection with or in contemplation of any of the matters set out above in this paragraph.

8. ALTERATIONS

- 8.1 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.
- 8.2 Not to make any alteration or addition to the Property cut or maim any of its walls alter its layout or make any other alterations the Property in the Flat without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 8.3 Not to install, alter the route of, damage or remove any Service Media or the Flat Service Equipment at the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.4 Not to install, alter the route of, damage or remove any Service Media or Flat Service Equipment within the Retained Parts, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.5 At the end of the Term however determined If required by the Landlord to remove any Flat Service Equipment installed after the date of this Lease in any part of the Building

9. ASSIGNMENT AND UNDERLETTING

- 9.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.
- 9.2 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.
- 9.3 Not to assign or transfer the whole of this Lease without obtaining from the assignee or transferee a deed of covenant in a form reasonably acceptable to the Landlord wherein the assignee or transferee covenants with the Landlord to observe and perform the obligations on the Tenant's part in this Lease and in any deeds licences or other documents supplemental to or varying the provisions of this Lease

9.4 Not to assign or underlet the whole of this lease to a limited liability person company or corporation or any person or institution that has diplomatic immunity or any other form of immunity from claims in the Courts of England and Wales without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.5 Not to assign or underlet the whole of this lease unless the Tenant has first:

- (a) paid to the Landlord any Rent, Service Charge, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment; and
- (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 company or corporation not registered within England or Wales.

9.6 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; and
- (b) 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.
- (c) any such letting shall be for a term not exceeding three years
- (d) the Tenant has complied with the provisions of paragraphs 9.4 and 9.5 of this Schedule
- (e) the underletting contains a provision requiring the undertenant to comply with the Tenant's obligations under this lease (other than any obligation to pay Rent)

9.7 Within one month of any assignment, underletting, 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 reasonable registration fees of the Landlord or their respective solicitors which shall be no less than Seventy Five Pounds plus VAT in respect of each document produced.

10. REPAIR AND DECORATION

- 10.1 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).
- 10.2 Not to carry out any works that will or are likely to change the windows demised to the Tenant in any way.
- 10.3 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.
- 10.4 As often as is reasonably necessary and at least every seven 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.

11. COMPLIANCE WITH LAWS AND NOTICES

- 11.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.
- 11.2 To comply with all laws relating to the use of the Retained Parts by the Tenant.
- 11.3 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).
- 11.4 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.

12. NOTIFY DEFECTS

To give notice to the Landlord and 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.

13. THIRD PARTY RIGHTS

13.1 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.

13.2 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.

14. REMEDY BREACHES

14.1 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.

14.2 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, to permit the Landlord (without prejudice to the other rights of the Landlord in this lease) and all persons authorised by them, to enter the Property and carry out the works needed.

15. 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.

16. INDEMNITY

To indemnify the Landlord and against all claims, liabilities, costs, expenses (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), damages and losses (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) 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.

17. 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 and in particular but without prejudice to the generality of the foregoing not use or allow or suffer the Property to be used for the purpose of an adult gaming centre.
2. Not to hold any 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 Occupiers 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.
6. Not to do anything which may cause any insurance of the Building to become void or voidable or whereby any excess under such policy is increased or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has accepted liability for any increased excess or 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 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 hang or expose clothes or other articles outside the Property or on any balcony or shake anything out of the windows of the Property.
11. 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.

12. To clean the windows of the Property as often as is reasonably necessary.
13. 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 Occupiers or any occupiers of neighbouring properties.
14. Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.
15. Not to keep or deposit any rubbish at the Building, except suitably wrapped and sealed and placed in a dustbin in a Flat.
16. Not to live in or otherwise occupy the Property unless all floors are covered in good quality carpeting and underlay or such other flooring that effectively prevents the transmission of sound or vibration to any other part of the Building or any adjoining or neighbouring property.
17. Not to decorate the exterior of the Property in any way including the entrance door to the Property.
18. 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.
19. Not to fix any television or radio aerial, satellite dish or receiver outside of the Flat without the Landlord's prior written consent.
20. Not to place any "For Sale" or "To Let" sign on the Building.
21. Forthwith on the written request of the Landlord to remove at the Tenant's cost any Flat Service Equipment whether in the Property or in the Building that emits noise smell or vibration hum or light detectible in any part of the Building or any adjoining or neighbouring property and if the Tenant shall not comply with such request from the Landlord then the Landlord may remove such Flat Service Equipment at the Tenant's cost including entering the Property with agents contractors and workmen in order to do so (such entry to be in accordance with the Conditions of Entry)
22. Not to leave any bicycle, pushchair or any other item on the Retained Parts or obstruct them in any way.

23. To comply with all variations of these Regulations and all other reasonable and proper 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 procure that the Landlord effects and maintains insurance of the Building against loss or damage caused by any of the Insured Risks with reputable insurers, on fair and reasonable terms, for an amount not less than the Reinstatement Cost 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 Superior 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;
 - (ii) a copy of the receipt for the current year's premium; and
- (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-invalidating 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 9.7 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 procure that as soon as is reasonably possible in the circumstances:

- (a) 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) 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 Rent) and any money received from the Tenant under paragraph 3.1(c) of Schedule 4 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 (or procure the provision) of the Services in accordance with the principles of good estate management.
- 4.2 Before or as soon as reasonably practicable after the start of each Service Charge Year, the Landlord will send the Tenant the Service Charge Estimate

4.3 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant the Service Charge Certificate.

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 (or its accountants or managing agents).

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 125 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 other 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

SECTION A

The Building Services are:

1 The maintenance amendment repair (including, where beyond economic repair, renewal) cleansing decorating and otherwise keeping in good and substantial condition of:-

1.1 the structure of the Building including the exterior surfaces roofs foundations structural floors and load bearing walls thereof but excluding nevertheless therefrom any parts of the Building which are the responsibility of the Tenant or any of the Occupiers including the painting and decoration as often as the Landlord reasonably deems necessary (but not more than once every 5 years) of the exterior surfaces of the Building including doors door frames and window frames except where this is the responsibility of an Occupier; and

1.2 the boundary walls of the Building

PROVIDED that the Landlord shall not be liable to the Tenant for any defects or want of repair unless the Landlord has had notice thereof

2 The maintenance amendment repair (including, where beyond economic repair, renewal) cleansing decorating and otherwise keeping in good and substantial condition and in good working order and repair of:-

2.1 The Landlord's Service Equipment Service Media equipment and appliances serving the Building (but not any exclusively serving the Residential Common Parts) including (without prejudice to the generality of the foregoing) the watercourses channels pipes drains sewers cables wires meters ducts and other conducting media the cradle machinery and runways the hot and cold water systems the sanitary appliances the electrical installations and light fittings and the and other fire fighting

appliances which the Superior Landlord (acting reasonably and properly and in the interests of good estate management) may reasonably deem desirable or is required to provide by statute

- 2.2 the heating installation serving the Building including any part of such installation as shall not be in the Building (but not any exclusively serving the Residential Common Parts the Property or the Flats)
- 2.3 any entry phone public address and closed-circuit television systems (but not any exclusively serving the Residential Common Parts)
- 3 Providing maintaining (and where beyond economic repair, renewing or replacing) repairing and keeping in good order and condition all installations appurtenances appointments fixtures fittings bins receptacles tools appliances materials and other things which the Landlord (acting reasonably and properly and in the interests of good estate management) may deem desirable or necessary for the maintenance upkeep cleanliness or security of the Building (but not any exclusively serving the Residential Common Parts)
- 4 Employing such agents managers contractors managing agents and staff as the Landlord (acting reasonably and properly and in the interests of good estate management) may in its reasonable discretion deem desirable or necessary to enable or assist it to provide the said services or any of them and for the general conduct management and security of the Building and all parts thereof and to pay all incidental fees and other expenditure in relation to such employment (such fees and expenditure to be of a size and type normally to be expected such employment and including but without limiting the generality of such provision the payment of the statutory and such other insurance health pension welfare and other payments contributions and premiums as the Landlord (acting reasonably and properly) may deem desirable or necessary and the provision of uniforms working clothes and other equipment for the proper performance of their duties)
- 5 When reasonably necessary during the year operating the heating installation serving the Building (but not any exclusively serving the Residential Common Parts of the Property or the Flats)

- 6 Taking all steps deemed desirable or expedient by the Landlord (acting reasonably and properly and in the interests of good estate management) for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder
- 7 Complying with all laws relating to the Building or 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;
- 8 Complying with the recommendations and requirements of the insurers of the Building
- 9 Complying with the Third Party Rights insofar as they relate to the Retained Parts;
- 10 Enforcing or attempting to enforce against any other tenant of the Building the observance of any covenant in that tenant's lease the non-observance of which is or may be detrimental to the Landlord or the Tenant or any of the tenants of the Building
- 11 The general supervision and management of the Building by the Superior Landlord
- 12 Insuring the Building in compliance with clause 2 at Schedule 6 hereof
- 13 The carrying out of such other works and provision of such other services as may be ancillary to those provided for in this Section A of Part 1 of this Schedule and the provision maintenance renewal and replacement of such other items and services as the Landlord may consider necessary from time to time in the interests of good estate management of the Building

Section B: the Residential Services

1. The maintenance amendment repair (including, where beyond economic repair, renewal) cleansing decorating and otherwise keeping in good and

substantial condition (and where appropriate in good working order and repair)
of:-

- 1.1 the Service Media and any other plant machinery equipment and appliances serving the Residential Common Parts and the Flats (but not any Flat Service Equipment) whether or not located in the Building or elsewhere including (without prejudice to the generality of the foregoing) the watercourses channels pipes drains sewers cables wires meters ducts and other conducting media the cradle machinery and runways the hot and cold water systems the sanitary appliances the electrical installations and light fittings and the and other fire fighting appliances which the Landlord (acting reasonably and properly and in the interests of good estate management) may reasonably deem desirable or is required to provide by statute
- 1.2 the lift (if any) in the Residential Common Parts
- 1.3 any entry phone closed-circuit television systems security alarms and equipment exclusively serving the Residential Common Parts
2. Keeping the Residential Common Parts adequately heated and lighted
3. Keeping clean all glass in the Residential Common Parts
4. Providing maintaining (and where beyond economic repair, renewing or replacing) repairing and keeping in good order and condition all installations appurtenances appointments fixtures fittings bins receptacles tools appliances materials and other things which the Landlord (acting reasonably and properly and in the interests of good estate management) may deem desirable or necessary for the maintenance upkeep cleanliness or security of the Residential Common Parts
5. When reasonably necessary during the year operating the air conditioning and heating installation (if any) serving the Residential Common Parts
6. Paying all rates taxes charges assessments impositions and other outgoings payable by the Landlord in respect of the Residential Common Parts

7. Taking all steps deemed desirable or expedient by the Landlord (acting reasonably and properly and in the interests of good estate management) for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Residential Common Parts or the Flats for which the Tenant is not directly
8. Cleaning, maintaining, repairing and replacing the furniture, carpets, floor coverings, furnishings, fixtures fittings and equipment in the Residential Common Parts
9. Decorating and refurbishing when the Landlord considers reasonably necessary the interior of the Residential Common Parts;
10. Enforcing or attempting to enforce against any other Occupier of the Building the observance of any covenant or obligation on that Occupiers behalf the non-observance of which is or may be detrimental to the Landlord or the Flat Tenants
11. The general supervision and management of the Flats and the Residential Common Parts by the Landlord
12. The carrying out of such other works and provision of such other services as may be ancillary to those provided for in this Section B of Part 1 of this Schedule and the provision maintenance renewal and replacement of such other items and services as the Landlord (acting reasonably) may consider necessary from time to time in the interests of good estate management of the Flats and the Residential Common Parts

PROVIDED ALWAYS that the Landlord may from time to time withhold add to extend vary or make any alterations in the rendering of the said services set out in Section A and Section B of this Part of this Schedule or any of them as the Landlord (acting reasonably and properly) deems desirable so to do in the interests of good estate management Provided That in doing so the Tenant's use and enjoyment of the Property is not materially adversely affected by such variation of such services

PROVIDED FURTHER that the Landlord shall not be liable to the Tenant for any defects or want of repair unless the Landlord has had notice thereof

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 (including irrecoverable VAT and any other taxes relating to the provision of the Services) for:
 - (i) providing the Building Services and the Residential Services;
 - (ii) 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 Building Services and Residential Services; and
 - (iii) 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 reasonably and properly retained by the Landlord to act on their behalf in connection with the Building or the provision of Services.
- (c) all rates, taxes and impositions 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, the Superior Landlord or the Management Company in respect of any of the items mentioned above except to the extent that the Landlord or the Management Company is able to recover such VAT
2. The Landlord will in employing any persons referred to in paragraph 1(b) of this part of the Schedule require them to prepare separate accounts and estimates for the Building Services and the Residential Services such that the breakdown between those two services is apparent from such accounts and estimates

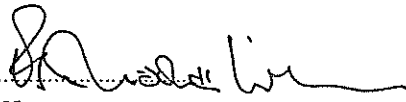
Executed as a deed by LINDSMAN PROPERTIES (1802) LIMITED AND LINDSMAN PROPERTIES (1803) LIMITED acting by two directors or a director and the company secretary, in the presence of:


[SIGNATURE OF WITNESS]

Name: *EMMA JEEVLS*

[IN BLOCK CAPITALS]

Address: DRUCES LLP
SALISBURY HOUSE
LONDON WALL
LONDON EC2M 5PS
Occupation: DX 33862 FINSBURY SQ.
LEGAL SECRETARY.


.....
Director

Director for and on behalf of
D&A Nominees Limited

.....
Director/Secretary



Official copy
of register of
title

Title number SY847644

Edition date 04.09.2017

- This official copy shows the entries on the register of title on 16 Nov 2017 at 13:30:11.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Nov 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Durham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SURREY : WAVERLEY

- 1 (04.09.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Flat 2, 15 West Street, Farnham (GU9 7DN).

NOTE: The flat is on the first floor.
- 2 (04.09.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 25 August 2017
Term : 125 years from and including 1 January 2016
Parties : (1) Lindsman Properties (1802) Limited and Lindsman Properties (1803) Limited
(2) Max William Bernard and Rachel Bernard
- 3 (04.09.2017) The Lease prohibits or restricts alienation.
- 4 (04.09.2017) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (04.09.2017) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (04.09.2017) PROPRIETOR: MAX WILLIAM BERNARD and RACHEL BERNARD of Flat 2, 15 West Street, Farnham GU9 7DN.
- 2 (04.09.2017) The price, other than rents, stated to have been paid on

the number SY847644

3: Proprietorship Register continued

the grant of the lease was £230,000.

- 3 (04.09.2017) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (04.09.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 August 2017 in favour of Barclays Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (04.09.2017) REGISTERED CHARGE dated 25 August 2017.
- 2 (04.09.2017) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN.
- 3 (04.09.2017) The proprietor of the Charge dated 25 August 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

