

DATED _____ 1977

BARCLAYS BANK LIMITED

to

[]

L E A S E

of

[]

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1971.

COUNTY OR COUNTY BOROUGH : London Borough of City of
OR LONDON BOROUGH : Westminster

TITLE NUMBER : NGL 194837

PROPERTY : 38, 39, 40 and 41 Craven Hill
Gardens, Paddington

THIS LEASE is made the [] day of [] One thousand nine hundred and seventy [] B E T W E E N BARCLAYS BANK LIMITED whose Registered Office is situate at 54 Lombard Street London E.C.3. (hereinafter called "the Lessor") of the one part and [] (hereinafter called "the Lessee") of the other part

W H E R E A S :-

1) The Lessor is Mortgagee in respect of the above mentioned Freehold property as the same is shown coloured red on the location plan drawn on the plan attached hereto and which is registered at Her Majesty's Land Registry with Absolute Title under Title Number NGL 194837

2) There have been constructed 2 blocks of flats (hereinafter together called "the building") upon the said property consisting in total of thirty six self-contained flats and the Lessor has granted or intends hereafter to grant leases of the flats comprised in the building other than the premises hereby demised (hereinafter called "the other flats") upon terms similar in all respects (except as to the amounts of the consideration rent and service charge and as to the service charge percentages) to those contained herein to the intent that any lessee for the time being of any flat in the building may be able to enforce the observance of the restrictions set forth in the second schedule hereto by the lessees for the time being of any of the other flats

3) The Lessor has agreed with the Lessee for the grant to the Lessee of the premises hereby demised for the consideration and the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said Agreement and in consideration of the sum of [] Pounds ([]) paid on or before the execution hereof by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor in exercise of its powers conferred by the Legal Charge dated 1st February, 1972 and made between Hartcombe Estate Limited of the one part and the Lessor of the other part registered on the 21st April, 1972 (as extended by Agreement under Section 99 (14) of the Law of Property Act 1925 with the said Harcombe Estates Limited and dated 6th April, 1976) HEREBY DEMISES

unto the Lessee ALL THAT flat more particularly described in the First Schedule hereto TOGETHER WITH (in common with Lessor and the lessees or occupiers of the other flats and all other persons entitled thereto) the easements rights and privileges mentioned in the Third Schedule hereto subject as therein mentioned EXCEPTING AND RESERVING unto the Lessor and, the lessees or occupiers of the other flats and all other persons entitled thereto as mentioned in the Fourth Schedule hereto TO HOLD the said premises hereby demised (all which are hereinafter called "the demised premises") unto the Lessee from the Twenty fifth day of March one thousand nine hundred and seventy six for a term of NINETY NINE YEARS freed and discharged from the said Legal Charge under which the Lessor holds the said Freehold property YIELDING AND PAYING unto the Lessor in equal instalments in advance on the Twenty fifth day of March and Twenty ninth day of September in every year free of all deductions whatsoever the yearly rents set out in the Sixth Schedule hereto the first payment whereof or a proportionate part thereof for the period from the date hereof to the next ensuing rent day being paid on the signing hereof AND ALSO PAYING the further or additional rents hereinafter mentioned in manner hereinafter provided

2. The Lessee hereby covenants with the Lessor and with and for the benefit of the lessees and occupiers from time to time during the currency of the term hereby granted of the other flats that the Lessee and the persons deriving title under him will at all times hereafter observe and perform the restrictions set forth in the Second Schedule hereto.

3. The Lessee hereby covenants with the Lessor that the Lessee and all persons deriving title under him will during the currency of the term hereby granted:-

- (a) pay the said rents at the time and in the manner aforesaid without any deductions except as aforesaid and whether such rents shall be legally demanded or not
- (b) pay all rates taxes assessments charges impositions and outgoings which may at any time be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged levied or imposed in respect of the building without apportionment to pay the proper proportion (calculated on the same basis as the further and additional rent hereinafter mentioned) of such rates taxes assessments charges impositions and outgoings attributable to the demised premises
- (c) (i) maintain uphold and keep the interior of the demised premises and every part thereof in good and substantial repair and condition throughout the term hereby granted AND IT IS HEREBY AGREED AND DECLARED that without prejudice to the generality of the foregoing there is included in this covenant as repairable by the Lessee (including replacement whenever such shall be necessary) all the internal walls wholly within the demised premises and which do not form part of the main

structure of the building and all the interior plaster work of walls within the demised premises forming part of the main structure of the building or separating the demised premises from the common parts of the building or any of the other flats and the windows window glass and window frames and doors belonging to the demised premises and the balconies thereto (if any) and the drains cisterns pipes wires ducts and gutters used exclusively for the purpose of the demised premises and the ceilings of the demised premises but excluding the structure to which the same are attached and the floors of the demised premises but excluding the structure upon which such floors are laid

(ii) in the year 1983 and in every seventh succeeding year and in the last year of the said term (howsoever determined) in a proper and workmanlike manner paint with two coats of best quality paint and varnish colour grain and emulsion all such parts of the interior of the demised premises which usually are or ought to be so dealt with and to paper with paper of suitable quality such parts thereof as are usually papered

(d) (i) permit the Lessor and its duly authorized Surveyors or Agents with or without workmen and others upon giving three days previous notice in writing at all reasonable times (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition thereof and the Lessee will make good defects or decays or wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within the period of three months after the giving of such notice or forthwith in case of emergency

(ii) in the event of the Lessee failing to make good any such defects or decays or wants of repair of which notice has been given as aforesaid within the said period of 3 months, or forthwith in case of emergency permit the Lessor its authorised surveyor agents employees contractors and others to enter into and upon the demised premises and to execute works required to make good all or any such defects decays or wants of repair

(iii) pay to the Lessor on demand the costs and expenses incurred by the Lessor in executing works under the preceding sub-sub-clause (clause 3(d) (ii)) of this Lease

(e) not make any structural alteration or structural additions to the demised premises or any part thereof or remove any of the fixtures of the Lessor without the previous consent in writing of the Lessor nor without the like consent to cut maim alter or injure any of the walls floors timbers doors or windows or any other part of the demised premises

(f) pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor incidental to the preparation and service of any Notice under Sections

146 and 147 of the Law of Property Act 1925 whether or not any right of re-entry or forfeiture has been waived by the Lessor or the Lessee has been relieved under the provisions of the said Act in respect of the demised premises and to keep the Lessor fully and effectually indemnified against all costs expenses claims demands and other liabilities whatsoever in respect of the said proceedings

- (g) produce for the purpose of registration to the Solicitors for the Lessor (within one calendar month after the document or instrument in question shall have been executed or shall operate or take effect or purport to operate or take effect) a verified copy of every Transfer of this Lease or Mortgage or Legal Charge of this Lease or of the demised premises and also every Underlease of the demised premises the term whereof will or may extend to the last seven years of the term hereby granted and a verified copy of every assignment of every such Underlease and also every Probate and Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or as regards any such Underlease as aforesaid and for such registration to pay to such Solicitors a fee of Ten Pounds (£10.00) (together with any Value Added Tax) in respect of each such document or instrument so produced
- (h)
 - (i) not assign charge or underlet or part with or share the possession of any part or parts (as distinct from the whole) of the demised premises
 - (ii) not during the last seven years of the term hereby granted assign charge or underlet or part with the possession of the whole of the demised premises without the previous consent in writing of the Lessor (such consent not to be unreasonably withheld)
- (i) at all reasonable times during the term hereby granted permit the Lessor and (as respects work in connection with the other flats) the lessees or occupiers of the other flats with workmen and others upon giving three days previous notice in writing (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of repairing any part of the building or the other flats or any adjoining or contiguous premises and for the purpose of making repairing and maintaining supporting rebuilding cleansing lighting and keeping in good order and condition all roofs foundations dampcourses sewers drains pipes cables watercourses gutters wires party or other structures or other convenience belonging to or serving or used for the building pr any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the demised premises or any of the other flats in respect whereof the Lessee or any occupier thereof shall have made default in paying his share of the water rates the Lessor or its lessees (as the case may be) paying its or their share

of the water rates and the Lessor or its lessees (as the case may be) making good all damage occasioned thereby to the demised premises

- (j) upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the demised premises or any part thereof whether the same shall be served directly on the Lessee or the original or any copy thereof is received from any Underlessee or other person or persons or body persons whatsoever forthwith so far as such notice order direction or other thing or the Act or regulation or other instrument under or by virtue of which it is issued or the provisions whereof require him so to do comply therewith at his own expense and forthwith deliver to the Lessor a true copy of such notice order direction or other thing and if so required by the Lessor join with the Lessor in making such representations to that or any other appropriate authority concerning any requirement or proposal affecting the demised premises or any part thereof or the building as the Lessor may consider desirable and join with the Lessor in any such appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable
- (k) comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the demised premises and forthwith give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid and keep the Lessor indemnified against all claims demand and liabilities in respect thereof
- (l) make good all damage caused through the act or default of the Lessee his servants agents or visitors (other than damage in respect of which the Lessor is indemnified under any policy of insurance effected by it but to the extent only that the Lessor receives insurance monies under clause 5(2) hereof)
 - (i) to any part of the building or to the appointments or the fixtures and fittings thereof and
 - (ii) to any other lessee or occupier of the building and in each case to keep the Lessor indemnified from all claims expenses and demands in respect thereof
- (m) not stop up darken or obstruct any windows or lights belonging to the demised premises or to the building
- (n) in respect of flats numbered 1,2,17 and 18 only not build any walls to obstruct the fire escape over the open areas demised with each flat and keep all patios and open areas clean and tidy and free from obstruction in respect of flats 1,2,7,8,9,12A, 14,15,16, 17 and 18 only

- (o) in respect of flats numbered 3 only keep the front door step and entrances demised with such flat clean and tidy and free from obstructions
- (p) pay the Lessor interest on any sum due from the Lessee to the Lessor hereunder and on any damages for which the Lessee may be liable to the Lessor hereunder from 14 days after the date when such sum becomes due or such liability for damages is incurred until the date of payment at the rate of 4 per cent above the base rate for the time being of the National Westminster Bank Ltd. or if there shall be no such base rate at a reasonable commercial rate of interest to be determined by the Lessor's Managing Agents whose decision shall be final

4. The Lessee hereby covenants with the Lessor and with and for the benefit of the lessees and occupiers from time to time during the currency of the term hereby granted of the other flats that the Lessee will at all times hereafter during the said term:-

(1) Afford to the lessees of the other flats access for the purposes and subject to the conditions set out in paragraph (i) of clause 3 hereof

(2) Not do or suffer to be done in or upon the demised premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor or the lessees or occupiers of the other flats or neighbouring owners and occupiers

(3) Pay to the Lessor so long as the demised premises shall not be separately assessed for water rates a due proportion of the water rates assessed on the building such proportion to be determined in accordance with clause 3(b) hereof

(4) Pay to the Lessor without any deduction by way of further or additional rent (together with any Value Added Tax or other tax payable):

(i) a sum equal to the percentage set out against the demised premises in Column A of the Seventh Schedule hereto of the total of the General Expenses as defined in the Eighth Schedule hereto of each year ending the 31st March; and

(ii) (with the exceptions of Flats 1 to 4 of each of 39 and 41 Craven Hill Gardens aforesaid) a sum equal to the percentage set out against the demised premises in Column B of the Seventh Schedule hereto of the total of the Lift Expenses (as defined in the Eighth Schedule hereto) of each year ending the 31st March;

such further and additional rent (hereinafter referred to as 'the service charge') to be paid as follows:

(a) the amount of the service charge for each year shall be ascertained and certified by a Certificate (hereinafter called 'the Certificate') signed by the

Managing Agents of the Lessor annually and so soon after the thirty-first day of March in each year as may be practicable

(b) a copy of the Certificate for each year and if appropriate of the summary hereinafter referred to shall be supplied by the Lessor to the Lessee

(c) The Certificate shall contain or refer to a summary of the General Expenses and the Lift Expenses as defined in the Eighth Schedule hereto of the year to which it relates and the Certificate (or a copy of it duly certified by the person by whom it was given) shall be conclusive evidence for the purposes hereof of the costs, expenditure and outgoings of the Lessor set out in such summary and of any other matter which by the provisions of the Eighth Schedule hereto is to be decided by the Managing Agents of the Lessor.

(d) The Lessee shall if required by the Lessor with the payment of rent reserved hereunder pay to the Lessor such sum in advance and on account of the service charge as the Lessor or its Managing Agents at their absolute discretion shall specify and for the first year of the term hereby granted to the Lessee shall pay to the Lessor on the execution hereof on account of the service charge for the current year the sum of THREE HUNDRED AND FIVE POUNDS (£305)

(e) as soon as practicable after the signature of the Certificate the Lessor shall furnish to the Lessee an account of the service charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account there shall be paid by the Lessee to the Lessor the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require

(f) It is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Lessee of any such interim payment as aforesaid prior to the signature of the Certificate but notwithstanding anything in this clause or these presents the Lessee shall be legally liable to pay to the Lessor any such interim payment as aforesaid notwithstanding that the Certificate for the year in question has not been signed

(g) PROVIDED ALWAYS and notwithstanding anything herein contained it is AGREED AND DECLARED as follows:-

(i) that in regard to the commencement of the term hereby granted the service charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing Thirty first day of March and not in respect of the period from the date of commencement of the said term to such ensuing Thirty first day of March

(ii) The provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but the service charge for the year (if any) after the last complete year ending the 31st March of the term shall be apportioned and the Lessee's liability shall be limited to the apportioned part of the service charge in respect of the period to such expiration or sooner determination of the term from the preceding First day of April

(h) Neither the Lessee nor the lessee of any other flat shall have any right or entitlement to any part of the sinking fund referred to in paragraph 10 of the Fifth Schedule hereto or to any part of any other sum paid to the Lessor under Clause 4 (4) hereof

5. The Lessor hereby covenants with the Lessee as follows:-

(1) The Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall and may peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person or persons rightfully claiming under or in trust for it

(2) The Lessor will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lessee or the owner lessee or occupier of any of the other flats) insure and keep insured the building against loss or damage by fire and such other risks as the Lessor thinks fit in some insurance office of repute in the full reinstatement value thereof together with such further sum in respect of professional fees in connection with such reinstatement as the Lessor may deem necessary from time to time and three years loss of rent and whenever required produce to the Lessee the Policy or Policies of such insurance and the receipt for the last premium of the same and will in the event of the building being damaged or destroyed by fire or any other risk against which it shall have insured as aforesaid as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the building

(3) That the Lessor will require any person to whom it shall hereafter grant leases of the other flats to covenant to observe the restrictions set forth in the Second Schedule hereto

(4) That for so long as the Lessor shall not have granted leases of the other flat the Lessor shall in respect of each such flats at its own expense pay and contribute the due proportion or proportions of service charge in respect of each of such flats in accordance with the percentages for the various flats as set out in the Seventh Schedule hereto

(5) If so required by the Lessee and in so far as the Lessee is not himself enabled so to do by the provisions of this Lease the Lessor shall enforce the covenants similar to those contained in clause 2 and clause 4 hereof entered into or to be entered into by the lessees of the other flats upon the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

(6) That (subject to the payment by the Lessee of the rent and service charge hereinbefore provided and subject also to the payment by the lessees of the other flats of their service charge) the Lessor will maintain and keep in good and substantial repair and condition including renewal and replacement whenever such shall be necessary:

(i) the main structure of the building including the foundations and the roofs thereof with their gutters and rain water pipes and the floors therein

(ii) all such gas and water pipes drains and electric cables and wires in under and upon the building which do not exclusively serve the demised premises or any of the other flats

(iii) the areas at the front of the building and the front steps and other external parts shown coloured blue on the plan attached hereto and the boundary walls and fences so far as they are not included in the demise of any of the flats in the building

(iv) the entryphone system and the television and V.H.F. aerials comprised within or erected upon the building and will install and maintain such other aerial or aerials as the Lessor may from time to time consider necessary provided that the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor has had written notice thereof.

(7) That (subject as aforesaid) the Lessor will so often as reasonably required and in any event at intervals of not less than five years decorate the exterior of the building

(8) That the Lessor will do all such acts and things as may be necessary to enable notice of the Lessee's interest to be entered in the Register of the title of the freeholder and to

enable the Lessee to be registered at Her Majesty's Land Registry as proprietor of the said interest with an Absolute Leasehold Title

(9) That (subject as aforesaid) the Lessor will maintain and keep in good and substantial repair condition the main entrance hall and the passages landings and staircases within the building shown coloured blue on the plan attached hereto and will use its best endeavours to keep the same cleansed decorated carpeted and reasonably lighted

(10) That (subject as aforesaid) the Lessor will maintain and keep in good and substantial repair and condition the passenger lifts lift shafts lift motor rooms and machinery and apparatus in connection therewith installed in the building

(11) That (subject as aforesaid) the Lessor will maintain if and when installed by the Lessor at its discretion fire extinguishers and will pay all charges in connection therewith

(12) That (subject as aforesaid) the Lessor will maintain repair and replace (when necessary) the waste compactor unit and housing in the basement and the cleaner and meter areas

(13) That (subject as aforesaid) the Lessor will endeavour to provide a non-resident porter whose duties shall include the collection of refuse from the flats and the provision of plastic bags for their disposal in the waste compactor unit

6. IT IS HEREBY AGREED AND DECLARED that:-

(1) If the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and whereupon this demise shall absolutely determine but without prejudice to any right of action by the Lessor in respect of any breach of the covenants on the part of the Lessee herein contained

(2) In no circumstance shall the Lessor be responsible for any loss damage or injury to the Lessee or his property or for anyone who may be at the demised premises or their property arising from any cause whatsoever

(3) In these presents whenever the context so admits:

(i) (a) The expression 'the Lessor' shall include the owner of the reversion immediately expectant upon the determination of the term hereby granted and his successors in title

(b) The expression 'the Lessee' shall include his successors in title

(ii) words importing the masculine gender shall include the feminine gender

(iii) words importing the singular number shall include the plural number

(iv) where two or more persons are included in the expression "the Lessee" the covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally and such persons shall be deemed to hold the demised premises as joint tenants legally and beneficially

(4) For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein

(5) Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of:-

(a) any loss or inconvenience occasioned by the closing or breakdown or failure of power supply to the lifts or whilst any repairs are carried out thereto or to any ancillary equipment or for any accidents that may occur to the Lessee his servants agents or visitors or for any interruption of any of the services hereinbefore mentioned for whatever cause

(b) any act neglect default omission malfeasance misfeasance or non-feasance of any of the staff or their servants employed by or on behalf of the Lessor or any person acting under the staff or such servants

(c) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor of repairs decorations additions alterations maintenance or other work which may appear to the Lessor to be necessary or desirable to the demised premises or to the building

(6) In case the demised premises or any part thereof shall at any time during the term hereby granted be destroyed or damaged by any of the risks against which the Lessor shall have insured the building as aforesaid so as to be unfit for occupation and use and the Policy or Policies of Insurance maintained by the Lessor shall not have been vitiated or payment of the policy monies refused in whole or part in consequence of some act or default of the Lessee or the owner or occupier of the demised premises or the owner lessee or occupier of any of the other flats then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until

the demised premises shall be again rendered fit for occupation and use or until the expiration of three years from the date of damage or destruction whichever shall be the earlier and any dispute regarding the cesser of rent shall be referred to the order of a single arbitrator to be appointed in default of agreement on the application of either party by the president for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification thereof for the time being in force PROVIDED ALWAYS that under no circumstances shall the amount of the rent which ceases to be payable hereunder exceed the amount received by the Lessor in respect of the loss of rent under the Policy or Policies referred to in clause 5(2) hereof

(7) Any dispute difference or complaint that may arise between the Lessee and the other lessees or occupiers in the building in respect of the use or occupation of the demised premises or the building or in respect of any right privilege reservation or otherwise herein shall be referred to the Managing Agents from time to time appointed by the Lessor whose decision shall final and binding on the parties

7. IT IS HEREBY CERTIFIED that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds TWENTY FIVE THOUSAND POUNDS (£25,000)

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE
(the premises demised)

ALL THAT flat numbered [2] on the [Lower Ground Floor] of [39] Craven Hill Gardens London w.2 being part of the building as the same is shown edged in red on the plan hereto annexed including the whole or such parts (as the case may be) of the internal walls plaster work ceilings floors windows window frames balconies doors cisterns pipes wires ducts and gutters referred to in Clause 3(c) hereof as repairable by the Lessee and excluding such parts of the structure and of the pipes drains cables and wires thereof and therein as are referred to in clause 5(6) (i) and (ii) as repairable by the Lessor and in the case of flats 1 and 2 only the vaults within the area edged red or the said plan only insofar as the Lessor can lawfully demise the same

THE SECOND SCHEDULE
(restrictions and regulations
imposed in respect of the
demised premises)

1. Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private residential flat in the occupation of one family only nor for any purpose from which a nuisance can arise to the Lessor or the lessees or occupiers of the other flats nor for any illegal or immoral purpose nor to hold therein any sale by auction

2. Not to do or permit to be done any act or thing which - may render void or voidable any Policy of Insurance relating to the building or may cause an increased premium to be payable in respect thereof

3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns waste or soil pipes in the demised premises

4. No musical instrument television radio loud speaker or mechanical or other noise making instrument of any kind shall be played or used nor shall singing be practised in the demised premises so as to cause annoyance to the Lessor or lessees and occupiers of the other flats or so as to be audible outside the demised premises between the hours of eleven at night and seven o'clock in the morning

5. No name writing drawing signboard plaque or placard of any kind shall be put on or in the window or the exterior of the demised premises or so as to be visible from the outside

6. No clothes or other articles of any kind shall be hung or exposed outside the demised premises and no flower box pot or like object shall be placed outside the demised premises except where provided and the Lessee shall not permit any water or other liquid to run from any window box or soak through the walls of the demised premises and in the event of any such happening (and without prejudice to the rights of the Lessor or the rights of any other person or persons under this Lease) the Lessee shall immediately and at his own expense rectify and make good all damage and injury to any part or parts of the demised premises or the building caused thereby

7. No mat shall be shaken out of the windows of the demised premises

8. No bird or dog or other animal which may cause annoyance to the Lessor or the lessee or lessees or occupiers of the other flats in the building shall be kept in the demised premises

9. The exterior of the demised premises shall not be decorated or altered by the Lessee

10. No external wireless or television aerials shall be erected except with the consent of the Lessor

11. The Lessee shall keep the demised premises substantially carpeted except that in the kitchen or bathroom all over cork or

rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets

12. The Lessee shall at least once monthly clean all windows in the demised premises

13. The Lessee shall not place or cause to be placed or left any item or things nor any refuse or rubbish in the entrance hall landings or staircases in the building

14. All front and rear balconies shall be kept clean and tidy and free from obstructions and nothing shall be done to damage the asphalt covering on the balconies and no plants or anything whatsoever shall be exhibited from or on the front balconies

15. Not to permit or suffer his children or those of friends servant or employees to play upon any of the common parts of the building

16. Not to permit or suffer to be used any lift in the building for the carriage of any greater number of persons than the number thereof specified by a notice affixed therein

17. The entrance door to the demised premises shall be kept shut and the Lessee or others using the common parts of the building between the hours of 11.00 p.m. and 7.00 a.m. shall do so as quietly as possible and take special care quietly to close the main entrance door and lift and lift gates and the door to the demised premises and not cause any disturbance or annoyance to the other lessees or occupiers

18. The Lessee shall provide a refuse bin within the demised premises and shall leave the refuse bin in the place arranged for collection by the porter for disposal of rubbish in the waste compactor. No dustbins are allowed

19. If any damage shall be done to the demised premises or the common parts of the building by the carrying in or removal of furniture or other goods to or from the demised premises the Lessee will pay for making good the same and also for any damage done to the person or property of other lessees or occupiers of the building

20. All further rules and regulations made from time to time by the Lessor in addition to or in substitution for the foregoing rules and regulations or any of them which the Lessor may deem necessary or expedient for the safety care or cleanliness of the building or for securing the comfort and convenience of the occupiers thereof PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burdens

21. The staff shall be under no obligation to furnish attendance or other use of their services to the Lessee and it is hereby declared and agreed that if any such services are rendered by any member of the staff such member shall be deemed to be the servant of

the Lessee and accordingly the Lessor shall not be responsible or liable therefore or for any matters arising therefrom

THE THIRD SCHEDULE
(easements rights and privileges
included in the demise)

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the demised premises to go pass and repass through and along the main entrances of the building and the front areas and the common passages landings and staircases therein shown coloured blue on the plan attached hereto

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the building and from the sides and roofs thereof

3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the demised premises through the sewers drains and water courses cables pipes and wires which now are or may at any time during the period of 80 years from the 1st day of January 1976 (which said period shall be the Perpetuity Period applicable to this Lease) be in under or passing through the building or any part thereof

4. The right for the lessee with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency without notice) to enter into and upon the other parts of the building for the purpose of (i) repairing cleansing maintaining or renewing any such sewers drains and water course pipes and wires and (ii) repairing and maintaining and carrying out permitted alterations or other building works to the demised premises or any part of the building giving subjacent or lateral support or protection to the demised premises and in either case causing as little disturbance as possible and making good any damage thereby caused

5. The right to use the entryphone and the television and V.H.F. aerials (and all cables in connection with the same) installed in or on the building

6. The benefit of the restrictions contained in the leases of the other flats granted or to be granted and the covenants therein expressed to be made by the lessees under such leases with the Lessor and with and for the benefit of the lessees of the other flats

7. All the above easements rights and privileges are subject to and conditional upon the Lessee duly making his contributions and payments hereinbefore provided

THE FOURTH SCHEDULE

(exceptions and reservations
from the demise)

1. All easements rights and privileges over along and in respect of the demised premises equivalent to those set forth in paragraphs 2,3,4 and 5 of the Third Schedule hereto
2. Power for the Lessor and its duly authorised surveyors or agents with or without workmen and others upon giving three days previous notice in writing (or in the case of emergency without notice) at all reasonable times to enter into and upon the demised premises for the purpose of carrying out its obligations under Clause 5 hereof
3. The right to erect and maintain such wireless (including V.H.F.) and television aerials on the roof of the building as the Lessor deems appropriate for the use of the lessees or occupiers of the building and to run wires connecting such aerials to the receiving sets in the demised premises and other premises in the building
4. In respect of flats numbered 1,2,17 and 16 only a right of access at all reasonable times by prior appointment (except in the case of emergency) over the open areas and patios therein demised for maintenance or repair of adjoining premises And a right of access at all times over the said open areas for fire escape purposes

THE FIFTH SCHEDULE

(Expenses and outgoings and other heads
of expenditure of the Lessor of which the
Lessee is to pay a proportionate part by way
of Service Charge)

1. The expense of maintaining repairing redecorating and renewing amending cleaning and repointing repainting graining varnishing whitening or colouring the building and all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clause 5(6) hereof
2. The cost of insuring and keeping insured throughout the term hereby granted the building and all parts thereof and the fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging as more particularly described in clause 5(2) hereof and also against third party risks and such other risks (if any) by way of comprehensive insurance as the Lessor shall determine including three years loss of rent and architects and surveyors fees
3. The cost of decorating and the costs of maintenance repair and otherwise in accordance with clauses 5(7), 5(9), 5(10), 5(11), 5(12) and 5(13) hereof
4. All charges assessments taxes and other outgoings (if any) payable by the Lessor in respect of all or any part of the building

(other than income tax) except any such outgoings which relate to other flats and for which the lessees thereof or the Lessor under the provisions of sub-clause 5(4) hereof are liable

5. The cost of keeping any parts of the building not specifically referred to in this Schedule in good repair and condition except to those parts of the building to which the provisions of sub-clause 5(4) hereof apply

6. The fees of the Managing Agents for the Lessor for the collection of the rents of the flats in the building and for the general management thereof

7. All fees and costs incurred in respect of the annual certificate and of accounts kept and of audits made for the purpose thereof

8. The cost of taking all steps deemed desirable or expedient by the Lessor for complying with making representations against or otherwise contesting the incidence or the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating to or alleged to relate to the building and for which the Lessee is not directly liable hereunder (including but without prejudice to the generality of the foregoing the provision of fire fighting equipment and the compliance with fire regulations

9. All expenses in respect of wages and other emoluments and the cost of uniforms in connection with the employment of any person or persons in connection with refuse collection and disposal and portorage and for the purpose of performing the covenants on the part of the Lessor herein contained

10. The cost of providing a sinking fund to allow for reasonable expenses hereinbefore referred to in respect of subsequent years the amount of such sinking fund being at the absolute discretion of the Managing Agents for the time being of the Lessor

11. The cost of any service or maintenance or similar contracts entered into by the Lessor in relation to the whole or any part or parts of the building including the lift and other equipment referred to in Clause 5(10) hereof and any other equipment or installation of the building

THE SIXTH SCHEDULE
(rents payable in each year)

The amount of yearly rent reserved by this Lease is as follows:-

1. During the first thirty three years of the said term the sum of FIFTY POUNDS (£50.00)

2. During the thirty fourth to sixty sixth years of the said term (both years inclusive) the sum of SEVENTY FIVE POUNDS (£75.00)

3. During the remainder of the said term the sum of ONE HUNDRED AND TWELVE POUNDS AND FIFTY PENCE (£112.50)

THE SEVENTH SCHEDULE
(Percentages of General Expenses and Lift Expenses
attributable to each Flat)

Flat	Column A (Percentage of General Expenses)	Column B (Percentage of Lift Expenses)
------	---	--

39 Craven Hill
Gardens :

Flat 1	4.50%	NIL %
2	4.50%	NIL %
3	4.00%	NIL %
4	4.00%	NIL %
5	2.50%	3.50%
6	2.50%	3.50%
7	2.00%	3.00%
8	2.00%	3.00%
9	1.75%	2.50%
10	1.75%	2.50%
11	2.00%	3.00%
12	2.00%	3.00%
12a	1.75%	2.50%
14	1.75%	2.50%
15	2.50%	4.00%
16	2.50%	4.00%
17	4.00%	6.50%
18	4.00%	6.50%

41 Craven Hill
Gardens :

Flat 1	4.50%	NIL %
2	4.50%	NIL %
3	4.00%	NIL %
4	4.00%	NIL %
5	2.50%	3.50%
6	2.50%	3.50%
7	2.00%	3.00%
8	2.00%	3.00%
9	1.75%	2.50%
10	1.75%	2.50%
11	2.00%	3.00%
12	2.00%	3.00%
12a	1.75%	2.50%
14	1.75%	2.50%
15	2.50%	4.00%
16	2.50%	4.00%
17	4.00%	6.50%

18	4.00%	6.50%
	_____	_____
	100 %	100 %

THE EIGHTH SCHEDULE
(Definitions of General Expenses and Lift Expenses)

A.

LIFT EXPENSES means :

(1) The costs, expenses, fees and outgoings incurred or paid by the Lessor in the year in question pursuant to Clause 5(10) of this Lease or referred to in the Fifth Schedule in so far as such costs and expenditure fees and other outgoings relate to the lifts

Plus :

(2) That part of the expenditure incurred by the Lessor in the year in question pursuant to Clause 5(2) of this Lease which relates to insurance of the lifts and the installations equipment and apparatus relating thereto such part to be decided in the absence of apportionment by the insurer or insurers by the Lessor's Managing Agents whose decision shall be final

Less :

(3) Such sum if any as the Managing Agents of the Lessor may appropriate to the costs expenses fees and outgoings referred to in paragraph (1) above from the sinking fund referred to in Paragraph 10 of the Fifth Schedule

Plus :

(4) Such reasonable sum as the Managing Agents of the Lessor may from time to time decide in respect of expenditure within the Fifth Schedule hereto relating to the lifts and the installations equipment and apparatus appertaining to the lifts which is or may be of a recurring nature (whether recurring by regular or irregular periods) whether previously or thereafter to be disbursed or incurred and in respect of other anticipated expenditure

Plus :

(5) That part of the cost of providing the sinking fund referred to in Paragraph 10 of the Fifth Schedule hereto as relates to the lifts and the installations equipment and apparatus appertaining such part to be decided by the Lessor's Managing agents whose decision shall be final

B.

GENERAL EXPENSES means :

(1) The total of the costs expenses fees, and outgoings referred to in the Fifth Schedule hereto incurred or paid by the Lessor in the year in question except any costs expenses fees or outgoings included in Lift Expenses as hereinbefore defined

Less :

(2) Such sum if any as the Managing Agents of the Lessor may appropriate to the costs expenses fees and outgoings referred to in Paragraph B (1) above from the sinking fund referred to in the Fifth Schedule hereto:

Plus :

(3) Such reasonable sum as the Managing Agents of the Lessor may from time to time decide in respect of expenditure within the Fifth Schedule which is or may be of a recurring nature (whether recurring by regular or irregular periods) whether previously or thereafter to be disbursed or incurred and in respect of other anticipated expenditure within the Fifth Schedule BUT excluding expenditure referred to in Paragraph A (4) above

Plus :

(4) The cost of providing the sinking fund referred to in Paragraph 10 of the Fifth Schedule other than that part thereof referred to in Paragraph A (5) above

C. It is hereby agreed that the Managing Agents may decide whether any costs expenses fees or outgoings are within "Lift Expenses" or "General Expenses" as hereinbefore defined and may apportion any such costs expenses fees and outgoings between Lift Expenses and General Expenses and their decision shall be final

D. The Managing Agents of the Lessor may place to the credit of the sinking fund referred to in Paragraph 10 of the Fifth Schedule such sum or sums as they may from time to time decide out of the service charges received by the Lessor from the Lessee and the lessees of the other flats

THE COMMON SEAL of
BARCLAYS BANK LIMITED
was hereunto affixed in the
presence of :-

[Signature]
General Managers' Assistant

[Signature]
Authorised Sealing Officers

SIGNED SEALED and DELIVERED
by []
in the presence of :-

SIGNED SEALED and DELIVERED
by []
in the presence of :-

SIGNED SEALED and DELIVERED
by []
in the presence of :-