DATED 3 July 2007

## FROGMORE RESIDENTIAL (SOUTHWARK) LIMITED (1)

and
DAVID ANDREW KIMPTON
JAMES RICHARD SUTHERLAND and
GARETH DAVID HOWAT as trustees of the Hat-Trick Design
Consultants Small Self Administered Scheme
and HAT-TRICK DESIGN CONSULTANTS LIMITED (2)

# Lease FOURTH FLOOR COMMERCIAL UNIT 114-118 SOUTHWARK BRIDGE ROAD LONDON SE1

LUCAS MCMULLAN JACOBS
Law Chambers
258 High Road
Lougton
Essex IG10 1RB
Ref :GL

# H.M. LAND REGISTRY LAND REGISTRATION ACTS 1925 - 2002

2007 LR1 Date of Lease: Title Number: LR2 Landlords Title Number TGL265791 LR2.1 Other Title Numbers None LR2.2 Parties to this Lease: LR3 **FROGMORE** Landlord RESIDENTIAL (SOUTHWARK) LIMITED (co. no. 05077288) registered office is situate 11-15 Wigmore Street London WIA 2JZ Tenant DAVID ANDREW **KIMPTON** JAMES RICHARD **SUTHERLAND** and GARETH DAVID **TAWOH** as trustees of the Hat-Trick Design Consultants Small Self Administered Scheme care of 3rd Floor 3 Morocco Street London SE1 3HB and HAT-TRICK **DESIGN CONSULTANTS** LIMITED Company Number 4151575 whose registered office is situate at 3<sup>rd</sup> Floor Morocco Street London SE1 3HB Other Parties None LR4 **Property** In the case of conflict between this See the definition of clause and the remainder of this "Demised Premises" Lease for the purposes of in clause 1(a) of this registration this clause shall Lease

prevail

LR5	Prescribed Statements		[None]
LR6	Term for which the Property is leased		The Term as specified in this Lease at clause 1
LR7	Premium		EIGHT HUNDRED THOUSAND POUNDS (£800,000) plus VAT
LR8	Prohibitions or restrictions on disposing of this Lease		This Lease contain a provision that prohibits or restricts dispositions
LR9	Rights of Acquisition		
LR9.1		Tenants contractual right 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		Tenants covenant to (or offer to) surrender this Lease	None
LR9.3		Landlords contractual right to acquire the 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	See the Second Schedule
LR11.2		Easements granted or reserved by this Lease over the Property for the benefit of other property	See the Third Schedule
LR12	Estate rentcharge burdening the Property		None
LR13	Application for standard form of restriction		The Parties to this Lease apply to enter the following standard form of restriction against the title of this Property:
		,	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by a the proprietor of any registered

charge is to be registered without a certificate signed by the applicant for registration or his conveyancer that the provisions of clause 8(b) of the fourth schedule of the Lease dated have been complied with

LR14

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenant.

The Tenant is more than one person. They are to hold the Property on trust for themselves as Tenant in common in equal shares

1. (a) IN this Deed the following expressions have the following respective meanings:

"the Block"

means the block of Residential Flats and B1/A2 units within the Estate provided that the extent of the Block may be amended from time to time during the Term by the Landlord (acting reasonably in this regard)

"the Rent"

means the annual sum of £350 per annum such sum to increase by £350 on every twenty fifth anniversary of the Commencement Date up to a maximum of £4,000 per annum

"Group A Service Charge Proportion"

means such fair and reasonable proportion as the Landlord shall from time to time determine (acting reasonably)

"Group B Service

#### Charge Item"

means the service charge items referred to in Part 2 of the Seventh Schedule and for the avoidance of doubt is an item of expenditure which is (or is intended) to be chargeable (in whole or in part) to the Lessees of the commercial area of the Block only and "Group B Service Charge Items" shall be construed accordingly

# "Group B Service Charge Proportion"

means such fair and reasonable proportion as the Landlord shall from time to time determine (acting reasonably)

# "The Service Charge Proportion"

means the Group A Service Charge Proportion and the Group B Service Charge Proportion and the Water Rate Service Charge Proportion (or any one of them as appropriate or any combination of them as appropriate)

# "Group A Service Charge Item"

means the service charge items referred to in Part 1 of the Seventh Schedule and for the avoidance of doubt is an item of expenditure which is (or is intended) to be chargeable (in whole or in part) to the Lessees of the Block (both residential and commercial) and "Group A Service Charge Items" shall be construed accordingly

#### "the Common Parts"

means such parts of the Block and the Estate as are for the time being not comprised designed or intended in due course to be comprised in any lease granted or to be granted by the Landlord including (without limitation) the structure and exterior of the Block the roof foundations main walls the plant machinery and equipment and service media serving the Block the gutters and downpipes serving the Block and the access roads pavements and the risers that serve the commercial part of the Block

#### "the Demised Premises"

means the office unit 5 on the fourth floor of the Block and shown edged red on the Plan including for the purpose of obligation as well as grant those parts described as included in the First Schedule hereto but excluding those parts described as excluded in the First Schedule hereto

"The Estate" means all that property presently comprised

within title number TGL265791

"the First Service Charge

Payment" means the sum of £750

"the Plan" means the plan annexed hereto

"the Term" means the term of years hereby demised being

the term of 999 years from the Commencement

Date

"the Use" such use as may from time to time be

authorised under the Town and Country Planning Act or any statutory extension or modification amendment re-amendment or re-

enactment thereof

"the Water Rate Service Charge Proportion"

means such fair and reasonable proportion as the Landlord shall from time to time reasonably and properly determine as attributable to the Demised Premises of the costs relating to the supply of domestic cold water to the Demised Premises save for any of the costs referred to in paragraph 8 of Part 1 of the Seventh Schedule

"The Commencement

1st January 2002

Date"

"The Insured Risks" means the risks referred to in paragraph 5 of

the Sixth Schedule against which the Landlord

covenants to insure

(b) The expression "the Landlord" includes where the context so admits the person for the time being entitled to the reversion expectant on the determination of the Lease hereby created

- (c) The expression "the Tenant" includes where the context so admits his successors in title to the term of years hereby created
- IN CONSIDERATION of the Premium now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and of the rents hereby reserved and the covenants on the part of the Tenant and the conditions hereinafter contained

THE LANDLORD HEREBY DEMISES unto the Tenant ALL the Demised Premises together with the rights granted in the Second Schedule and subject to the acceptations and reservations referred to in the Third Schedule with full title guarantee TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING to the Landlord therefor during the Term the Rent yearly in advance on the second day of January in each year without any

deduction the first of such payments being a proportionate part to be made on the execution hereof

- 3. THE TENANT HEREBY COVENANTS with the Landlord to perform and observe the obligations set out in the Fourth Schedule hereto
- 4. THE TENANT FURTHER COVENANTS with the Landlord and with the lessees from time to time of all other parts of the Block and the Estate to perform and observe the stipulations set out in the Fifth Schedule hereto to the intent that such stipulations shall be mutually enforceable between the Tenant and the said lessees of other parts of the Block and the Estate
- 5. Subject to the Tenant paying the Rent hereby reserved and performing and observing the covenants with the Landlord on the part of the Tenant herein contained the Landlord hereby covenants with the Tenant that it will perform and observe the obligations set out in the Sixth Schedule hereto
- 6. THE Tenant paying the Rent hereby reserved and performing and observing the covenants with the Landlord on the part of the Tenant herein contained shall peaceably hold and enjoy the Demised Premises for the Term hereby created without any interruption by the Landlord or any person lawfully claiming title under or in trust for the Landlord or by title paramount
- 7. IF the Rent or any additional rent hereby reserved or any part thereof (a) shall at any time be in arrear and unpaid for twenty-eight days after becoming due (whether or not legally or formally demanded) or if the Tenant shall fail or neglect to perform any of the covenants on his part herein contained then and in any such case it shall be lawful for the Landlord or any person authorised by the Landlord in that behalf to reenter the Demised Premises or any part thereof in the name of the whole and thereupon the Term hereby created shall cease and determine but without prejudice to any rights of action or remedy of the Landlord in respect of any antecedent breach of any of the said covenants Provided that if at the time of such proposed re-entry the Landlord is aware that the Tenant has mortgaged or charged the Demised Premises the Landlord will prior to exercising any right of reentry serve not less than 28 days prior written notice of such intended re-entry on such mortgagee or chargee
  - (b) If the Rent or any additional rent or any other payment reserved or due hereunder or any part thereof shall at any time be in arrear and unpaid for twenty-eight days after becoming due (whether or not legally or formally demanded) such sum shall bear interest from the date upon which the same became due and payable until the date upon which the same shall actually be paid at a rate of four per centum (4%) per annum above the base rate for the time being of Barclays Bank plc such interest to be deemed to be additional rent due from the Tenant to the Landlord and to be recoverable as such
  - (c) Insofar as Value Added Tax and/or any other tax duty or assessment shall be due at any time or in respect of any sum payable from time to time by the Tenant hereunder the Tenant shall when paying such sum in addition thereto pay and discharge such Value Added tax or other tax duty or assessment and the Landlord shall upon receipt of such

VAT immediately provide the Tenant with a valid receipted VAT invoice in respect of that payment

- 8. IF and whenever and for so long as the Tenant shall for the time being consist of two or more persons holding the said Term as joint tenants at law (whether their entitlement in equity is joint or in common) then all liabilities and obligations of the Tenant hereunder shall be joint and several
- 9. FOR the sake of clarity the parties acknowledge that notwithstanding anything herein contained or implied:-
  - (a) in the management of the Block and/or the Estate and the performance of the obligations of the Landlord hereinafter set out the Landlord shall to the extent reasonable and proper in the circumstances be entitled to employ or retain the services of any employee agent consultant service company contractor engineer or other appropriate advisers the Landlord may require and the proper and reasonable expenses reasonably and properly incurred by the Landlord in connection therewith shall be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto
  - (b) save to the extent that the same shall be prohibited by law and/or may be covered by any insurance effected by the Landlord (if at all) the Landlord shall not be under any liability either to parties hereto or to any strangers to this Lease who may be permitted to enter upon the Block and/or the Estate for accident happening or injuries sustained or for loss of or damage to goods or chattels in or on the Block and/or the Estate or any part or parts thereof whether arising from the negligence of the Landlord or that of any servant or agent or independent contractor of the Landlord or otherwise
  - (c) Unless otherwise specifically provided nothing herein shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date hereof
  - (d) Unless otherwise specifically provided nothing herein shall inhibit or in any way restrict or prevent the Landlord providing or installing any system or service not in existence at the date hereof properly and reasonably required for the purposes of good estate management of the Block and/or the Estate and the maintenance of the Block as a block of residential premises and commercial units and for the avoidance of doubt and the sake of clarity the reasonable and proper costs charges and expenses reasonably and properly incurred by the Landlord in connection therewith shall be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto
  - (e) Nothing herein contained or implied shall in any way prevent or restrict the Landlord from removing changing adding to or otherwise

altering any system or service in existence at the date hereof for the purposes of good estate management of the Block and/or the Estate and/or the maintenance of the Block as a block of residential premises and commercial units and for the avoidance of doubt and the sake of clarity the reasonable and proper costs charges and expenses reasonably and properly incurred by the Landlord in connection therewith shall be deemed to be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto

- (f) Any notice in writing certificate or other document required or authorised to be given or served hereunder on the Tenant shall be sufficient although only addressed to the Tenant at the Demised Premises or in the case of a company resident in England and Wales at the registered office of that company and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is sent to the last known place of abode or business of the Tenant or is affixed or left at or on the Demised Premises
- (g) The Landlord is entitled and authorised (but not obliged) where reasonable and proper in all the circumstances to borrow money in order to comply with it's obligations under the Sixth Schedule as and when it considers necessary provided that any such borrowing is on terms reasonably available in the open market from time to time at that time and for the avoidance of doubt and the sake of clarity the reasonable and proper costs charges and expenses reasonably and properly incurred by the Landlord in connection therewith (including but not limited to arrangement fees (if any) and interest) shall be deemed to be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto
- (h) The Landlord is entitled to and authorised to (but is not obliged to) refer any service charge demands or the certification provided for in the Sixth Schedule to the lands tribunal or any other relevant tribunal or other court for the purposes of assessing the reasonableness (whether before or after the service charge demand has been levied or the certificate aforesaid has been finalised) and the reasonable and proper costs charges and expenses reasonably and properly incurred by the Landlord in connection therewith shall be deemed to be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto
- (i) If any damage occurs to the Demised Premises or to any other demised premises and/or the B1/A2 units in the Block and/or the Estate or to any of the Common Parts of the Block and/or the Estate (otherwise than due to the negligence of the Landlord or its employees or by reason of some act or default of a third party from whom the Landlord is entitled to recover the cost of or a contribution to the cost of repairing any such damage) for which the Landlord is obliged or required to contribute towards the repair ( and which is not

covered by any insurance then in existence otherwise than as a result of the default of the Landlord) the reasonable and proper costs charges and expenses reasonably and properly incurred by the Landlord in connection therewith shall be deemed to be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in the Fourth Schedule hereto

- (j) where an item of expenditure shall be incurred which shall fall to be treated as an item to which the Tenant is obligated to contribute towards under the provisions herein contained the Landlord shall be entitled in its reasonable discretion (save in the case of manifest error) to designate whether such an item of expenditure shall be treated as a Group A Service Charge Item or a Group B Service Charge Item but for the avoidance of doubt notwithstanding any other provision to the contrary the Landlord may only recover any item of expenditure once either as a Group A Service Charge Item or as a Group B Service Charge Item
- 10. IT IS HEREBY AGREED AND DECLARED that the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa where the context so admits
- 11. The Landlord and the Tenant hereby apply to the Chief Land Registrar for an entry on the Register of the following restriction on the title to the Demised Premises:

"Restriction – No disposition of the registered estate by the proprietor of the registered estate (other than a charge) or by a the proprietor of any registered Charge is to be registered without a certificate signed by the the applicant for registration or his conveyancer that the provisions of clause 8(b) of the fourth schedule of the Lease dated have been complied with "

<u>IN WITNESS</u> whereof the parties hereto have executed and delivered this instrument as their Deed the day and year first before written

# THE FIRST SCHEDULE Description of the Demised Premises

The Demised Premises INCLUDES:

(a) the internal plastered coverings and the plasterwork of the walls bounding the Demised Premises and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such walls doors frames and window frames) and the glass fitted in such window frames and

- (b) the plastered coverings and plasterwork of the walls and partitions lying within the Demised Premises and (to the extent that the same are non-structural and non-load bearing) such walls and partitions and the doors and door frames fitted in such walls and partitions and
- (c) any mezzanine floor and voids within the Demised Premises (if any)
- (d) the plastered coverings and plasterwork of the ceilings (but nothing above them) and the surface of the screed covering the floors (but in each case nothing below such floors)
- (e) all conduits which are laid in any part of the Block and serve exclusively the Demised Premises and any equipment or apparatus (save for the air conditioning system) that exclusively serves the Demised Premises
- (f) all fixtures and fittings in or about the Demised Premises and not hereafter expressly excluded from this Demise and except any installed by the Tenant which can be removed without damaging the Demised Premises
- (g) the balcony and/or garden or terrace area (if any) which forms part of the Demised Premises and falls within the red edging on the Plan

#### **BUT EXCLUDES:**

- (h) any part or parts of the Block or the Estate (other than any conduits expressly included in this Demise) lying above the said surface of the ceilings or below the said floor coverings and/or the floorboards and
- (i) any of the main timbers of the Block and the Estate or any of the structural walls the floor and ceiling slabs or structural partitions thereof (whether internal or external) and such of the plastered surfaces thereof and the doors and door frames fitted therein as are not expressly included in this demise and
- any conduits in the Block or the Estate which do not serve the Demised Premises exclusively
- (k) all parts of the main structure of the Block and the Estate not expressly included

# THE SECOND SCHEDULE Rights appurtenant to the Demised Premises

- 1. The right for the Tenant and all persons expressly or by implication authorised by the Tenant in common with the Landlord and all others having the like right from time to time to pass and repass on foot only over the common accessways pathways and pavements entrance halls stairways and landings forming part of the Block and the Estate and leading to or from the Demised Premises
- 2. (a) The right (in common as aforesaid) to use such facilities within the Block that may from time to time be reasonably designated by the

- Landlord for use (with or without others) by the tenants of the Block in general (including but not limited to the lift if any serving the Block)
- (b) The right to store two bicycles in the cycle racks within the basement of the Block in such racks as designated in writing by the Landlord to the Tenant from time to time
- 3. The right of passage and running of soil water electricity gas telecommunications and other services from and to the Demised Premises through the sewers drains pipes and wires and other conduits now or at any time within eighty years from the Commencement Date situate in or under any part or parts of the Block and/or the Estate and the right to enter upon other parts of the Block (including other demised premises) and the Estate to connect up to such services or to lay new services for the benefit of the Demised Premises subject to the provisions of clause 6 of this Schedule
- 4. All rights of support and protection and other easements or quasi-easements and all rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises
- 5. The right at all times in common with the Landlord and such lessees and occupiers of other demised premises in the Block as aforesaid and all other persons having the like right:
  - (a) to use for the purposes of access to and egress from the Demised Premises such entrance-halls stairways passages landings lifts and other parts of the Block as serve or afford access to the Demised Premises and in case of emergency to pass over such parts of other demised premises as may from time to time be designated as fire escape routes
  - (b) to pass and repass over and along the paths roads ways and grounds forming part of the Estate and leading to and from the Block
- 6. Such rights of access to and entry at reasonable times upon the remainder of the Block and any other demised premises in the Block as are necessary for the due performance of the Tenant's obligations under this Lease or for the purpose of carrying out any alterations or permitted works to the Demised Premises which cannot reasonably be carried out without such access and entry provided that in exercising such right the Tenant shall
  - (a) except in emergency (when no notice or as much notice as is reasonably practicable shall be given) give reasonable prior written notice to the Landlord and all those that may be affected by such entry and
  - (b) cause as little damage inconvenience nuisance annoyance and disturbance as reasonably possible
  - (c) make good any damage caused in a good and workmanlike manner with good quality materials and to the reasonable satisfaction of the Landlord as expeditiously as possible in all of the circumstances

- 7. Where the Demised Premises include a balcony the right to use the airspace above the same in conjunction with the permitted user of the Demised Premises up to the height of the lesser of 10 feet from the surface of the said garden and/or terrace area and/or balcony (as appropriate) and the underside of any structures above (or from time to time constructed above) the said garden and/or terrace area and/or balcony (as appropriate)
- 8. The right to install maintain and renew telephone lines and broadband cables to serve the Demised Premises within the duct trays in the risers serving the commercial units of the Block subject to the Tenant indemnifying the Landlord from and against any damage caused as a result of the exercise of this right and subject to the Tenant using no more than fifteen percent of the total space in the trays situated within the riser.

# THE THIRD SCHEDULE Rights to which the Demise is subject or as are excepted or reserved

- 1. All such rights corresponding to those mentioned in the Second Schedule as are enjoyed or intended to be enjoyed as against the Demised Premises by any other demised premises in the Block and/or the Estate
- 2. The free passage and running of water and soil coming to or from any lands buildings or premises adjoining or near to the Demised Premises (whether in or on the Block or not) in and through the channels drains sewers pipes and watercourses now or hereafter in under or belonging to the Demised Premises or any part or parts thereof
- 3. The free and uninterrupted use of any gas water and soil pipes electric mains wires and appliances heating apparatus watercourses drains and other service conduits not exclusively belonging to the Demised Premises as are now or shall hereafter run or pass in into through under along over or about the Demised Premises
- 4. The right for the Landlord and for the representatives of the Landlord and the representatives of any statutory or other undertaking with or without agents surveyors and workmen from time to time and at all reasonable times whenever necessity shall arise (or in the case of emergency at any time) to enter into and upon the Demised Premises or any part or parts thereof for the purpose of inspecting cleansing maintaining repairing renewing or replacing any mains pipes wires conduits appliances meters mains switches drains or equipment or services of whatever nature (whether or not within the Demised Premises) and the like right for the Landlord and the owners and occupiers for the time being of any other demised premises in the Block to enter into and upon the Demised Premises for the purpose of inspecting cleansing maintaining repairing renewing rebuilding or replacing any such demised premises or building or buildings or any part or parts thereof including any mains pipes wires conduits appliances meters mains switches drains or equipment apparatus or services of whatever nature used by our in connection with any such demised premises.
- 5. (a) All easements or quasi-easements and all rights and benefits of a similar nature over under or through the Demised Premises or any part or parts thereof now enjoyed or intended to be enjoyed by all and/or

any other Demised Premises or live work unit or B1 unit in the Block and/or the Estate

- (b) All rights of light and air to the Demised Premises
- 6. The right to carry out works to the structure of the Block (and/or any other block forming part of the Estate) or any part or parts thereof other than the Demised Premises so as
  - (a) to create one or more additional lettable units and/or
  - (b) amend the extent of any lettable unit within the Block and/or
  - (c) to carry out any development of whatever nature upon the Block and/or the Estate
- 7. To the extent (if at all) that there shall be any garden or terrace area comprised in the Demised Premises such rights of access to and entry upon the same as the Landlord shall require in order to carry out works to the Block and/or the Estate or any part or parts thereof (with or without workmen and equipment) together with the right to use erect and maintain temporarily ladders and/or scaffolding thereon or therein for the purposes of such works (the rights hereby excepted and reserved to be without prejudice to the foregoing provisions of this Schedule)
- 8. The right for the Landlord and for the representatives of the Landlord with or without agents surveyors and workmen from time to time and at all reasonable times whenever necessity shall arise (or in the case of emergency at any time) to enter into and upon the Demised Premises or any part or parts thereof for any proper purpose connected with their respective interests in the Demised Premises and/or the Block and/or the Estate and/or for any other proper purpose whatsoever including but not limited to any and all works relating to the maintenance and/or repair and/or replacement of all and any conduits and the installation of any wires and pipes and equipment for the purpose of installing maintaining and replacing air conditioning systems in the Demised Premises and in the other units that comprise the commercial area of the Block
- 9. Any and all rights excepted and reserved out of the Landlord's title to the reversion expectant upon the term of years hereby created
- The Landlord shall and shall procure that those exercising the rights of access or entry reserved in this schedule shall:
  - (a) except in emergency (when no notice or as much notice as is reasonably practicable shall be given) give reasonable prior written notice to the Tenant and
  - (b) cause as little damage inconvenience nuisance annoyance and disturbance as reasonably possible
  - (c) make good any damage caused in a good and workmanlike manner with good quality materials and to the reasonable satisfaction of the Tenant as expeditiously as possible in all of the circumstances

# THE FOURTH SCHEDULE Tenant's Covenants with the Landlord

- 1. To pay the Rent in advance on the 30<sup>th</sup> December in each year of the Term
- 2. (a) To pay and discharge all existing and future rates taxes and assessments and outgoings of whatever kind now or to be hereafter during the said Term imposed or charged on the Demised Premises or on the Landlord or the Tenant or any owner or occupier in respect thereof save for any taxes assessed as a result of the receipt by the Landlord of the Rent or as a result of any disposition of the Landlord's reversionary interest
  - (b) To pay forthwith on demand a fair and reasonable proportion (to be determined by the Landlord acting reasonably) of any outgoings expenses or assessments which may be attributable to or imposed or assessed on the Demised Premises together with any other part or parts of the Block and/or the Estate (such sum to be deemed to be additional rent and to be recoverable as such)
- 3. To keep the Demised Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in good and substantial repair and decorative condition throughout the Term (including the renewal and replacement of all worn or damaged parts) and so to yield up at the expiration or sooner determination of the said Term damage by any of the Insured Risks excepted
- 4. In every seventh year of the said term to paint with two coats of good quality paint in workmanlike manner all the wood iron and other parts of the Demised Premises which are usually or ought to be painted and to varnish distemper stop whiten and colour all such parts as are usually or ought to be so treated and when necessary to repaper the parts (if any) now papered with suitable paper of as good quality as that now in use provided that for the sake of clarity and for the avoidance of doubt to the extent that the Demised Premises shall include any balcony this clause shall not be deemed to impose any obligation on the part of the Tenant or give any entitlement to the Tenant (save as hereinafter mentioned) to carry out any works (whether decorative or otherwise) thereto (which works are expressly prohibited save to the extent hereinafter mentioned)
- 5. To allow the Landlord and/or its agents to enter the Demised Premises upon not less than 48 hours prior written notice at any reasonable time for the purpose of inspecting the state of repair and condition thereof and within a reasonable time to remedy any default under paragraph 3 and 4 of this Schedule which may be specified in any notice served by or on behalf of the Landlord and in the event of failure to remedy any such default within such reasonable periods stipulated in such notice to allow the Landlord or its agents to enter for the purpose of carrying out all necessary work of repair or decoration and to pay the proper cost thereof to the Landlord on demand
- 6. Not to make any structural alteration to the Demised Premises or to the external appearance thereof without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed

- 7. Before carrying out any repairs or other works required or permitted to be carried out hereunder and necessitating entry to any other demised premises in the Block to give reasonable previous notice in writing to the lessee of that demised premises and to carry out such repairs or works with the minimum of damage and inconvenience to the lessee or occupier of such other demised premises and to make good all damage done
- 8. (a) Not to assign or transfer part only of the Demised Premises
  - (b) within one month after the date of every assignment death grant of probate or administration assent transfer mortgage charge sub-lease (for more than 25 years) or other event or document relating to the Term hereby granted to give notice thereof in writing to the Landlord and in the case of a document produce a certified copy of it to the solicitors for the time being of the Landlord for registration and to pay a fee of Twenty-five pounds (£25.00) (or such higher sum as may from time to time be reasonably stipulated by such solicitors) plus Value Added Tax at the appropriate rate for each such registration of a document
- 9. To use the Demised Premises for the Use only
- 10. (a) to pay to and keep the Landlord indemnified against the Service Charge Proportion of
  - (i) such of the reasonable and proper costs charges and expenses which the Landlord shall reasonably and properly incur in complying with its obligations set out in the Sixth Schedule hereto which the Landlord reasonably designates as being a Group A Service Charge Item (with the exception of Clauses 12 to 14 thereof)
  - (ii) such of the reasonable and proper costs charges and expenses which the Landlord shall reasonably and properly incur in complying with its obligations set out in the Sixth Schedule hereto which the Landlord reasonably designates as being a Group B Service Charge Item (with the exception of Clauses 12 to 14 thereof)
  - (iii) the reasonable and proper costs charges and expenses which the Landlord shall reasonably and properly incur in doing any works or things to the Block for the maintenance and/or improvement of the Block in accordance with good estate management and
  - (iv) any other reasonable and proper costs charges or expenses reasonably and properly incurred by the Landlord which the Landlord reasonably designates as a Group A or Group B Service Charge Item

BUT if in the reasonable opinion of the Landlord it shall be undesirable or unreasonable to calculate or apportion any such costs charges and expenses on the basis of the Group A Service Charge Proportion or the Group B Service Charge Proportion then the proportion shall be such part of such costs charges and expenses reasonably determined by the Landlord

- (b) To pay and keep the Landlord indemnified against the Water Rate Service Charge Proportion
- notwithstanding anything herein contained the parties agree that if the Landlord shall consider that any part or parts of the costs charges and expenses which the Landlord shall incur as aforesaid shall be the subject of contributions from persons other than the lessees for the time being of the Block and/or the Estate then the Landlord shall be entitled but not obliged to reduce the amount of the costs charges and expenses in question to which the Tenant is obliged to contribute by such sums as the Landlord shall in its absolute discretion consider reasonable rather than allocating the total amount of those costs charges and expenses and in this connection the Tenant acknowledges that the discretion conferred upon the Landlord under the provisions of this clause is an absolute discretion which shall be exercisable by the Landlord in such manner and upon such Terms and at such times as the Landlord shall consider appropriate
- 11. (a) To pay to the Landlord on the first day of January and of July in each year such sum as the Landlord shall estimate to be half of the amount prospectively payable by the Tenant under clause 10 of this Schedule (such sum being taken into account and credited against the amount eventually determined to be so payable) the first payment to be made on the execution hereof and to be the amount of the First Service Charge Payment to cover the period from the date hereof until that one of the payment dates next occurring after the date hereof and until such time as the said expenses shall be calculated or estimated each of the said half-yearly contributions shall be in the amount of the First Service Charge Payment NOTING THAT:-
  - (i) any sum received by the Landlord on the execution hereof or from time to time on account of any service charge proportions payable for a period after the date upon which such payment or payments is or are to be made shall be deemed to be held by the Landlord as bare trustee for the Tenant upon trust to utilise such sum towards the expenses to be incurred by the Landlord as aforesaid
  - (ii) in this Schedule the expression "all costs charges and expenses which the Landlord shall incur" (or words having a similar effect or meaning) shall include not only those costs charges and expenses which the Landlord shall have actually incurred or made during the year in question but also a reasonable sum on account of those items of expenditure which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the Term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Landlord may in its absolute discretion allocate to the year in question as being fair and reasonable in all the circumstances

- If in order to comply with any of the obligations of the Landlord (b) contained in the Sixth Schedule hereto or if to carry out any other works or things for the improvement of the Block in accordance with good estate management and/or the Estate the Landlord must spend money in excess of those sums the Landlord shall then have collected from the Tenant and the other tenants of the Block and/or the Estate (as the case may be) towards the cost of carrying out such obligations or works or things then the Tenant shall pay on demand such sums as shall represent a proportionate part (calculated in the manner aforesaid) of the money that will be required to be expended by the Landlord over and above the sums already received by the Landlord and such further amount shall be taken into account in calculating the amount of the service charge proportions pursuant to the provisions of whichever of the sub-clauses 10 (a) and (b) of this fourth schedule is appropriate
- 12. Any sum due from the Tenant to the Landlord under the provisions of clauses 10 and 11 of this Schedule shall be deemed to be due by way of additional rent and shall be recoverable by the Landlord as such
- 13. Within twenty-one days after receipt of a copy of the certification provided for in the Sixth Schedule hereto to pay to the Landlord the net amount (if any) appearing by such notice to be due to the Landlord from the Tenant
- 14. (a) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be properly incurred by the Landlord in or in contemplation of anyproceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
  - (b) to pay all proper and reasonable expenses including solicitors' costs and surveyors fees incurred by the Landlord of and incidental to the service of all notices and schedules relating to wants of repair to the Demised Premises whether the same be served during or after the expiration or sooner determination of the Term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid)
  - (c) to pay all reasonable expenses of the Landlord and/or the Landlord's solicitors and/or any managing agents appointed to manage the Block in respect of any requests for information and/or enquiries made to such persons and/or for granting any consents pursuant to the provisions of this Lease
- 15. (a) To comply with all requirements whatsoever of any local or other competent authority corporation or others in relation to the Demised Premises and to comply at the Tenant's own expense with any notices whatsoever served by any such authority or others whether on the Landlord or the Tenant in relation to the Demised Premises
  - (b) at all times hereafter to indemnify the Landlord from and against all actions proceedings costs losses expenses claims and demands arising out of any failure by the Tenant to pay any sum or sums due

hereunder and/or to observe or perform any of its obligations under this Lease in relation to any legislation whatsoever (including but not limited to planning legislation) for the time being in force and noncompliance with any of the provisions herein contained in general or any matters referred to in sub-clause (a) hereof in particular

16. To comply with all covenants, restrictions, stipulations and other matters affecting the reversion the term of years hereby granted as at the date of this lease in so far as the same shall be applicable to the Demised Premises and/or the use of the Block by the Tenant and/or the use of the Estate by the Tenant (and without prejudice to the generality of the foregoing not to do anything or omit from doing anything or permit anything to be done which would cause the Landlord to be in breach of any obligations registered against the title to the reversion immediately expectant upon the term of years hereby created or otherwise binding on the Landlord in respect of such reversion at the date of this lease)

# THE FIFTH SCHEDULE Tenant's Covenants with the Landlord and other lessees of the Block and the Estate

- 1. (a) Not to do or permit or suffer to be done in the Demised Premises and/or in the Block and/or in the Estate anything which may cause damage or inconvenience or be or become a nuisance or annoyance to the Landlord or to the lessee or occupier of any other demised premises or part of the Block or the Estate or to any person lawfully in the Block or the Estate (and the generality of this paragraph shall not be restricted by the remaining paragraphs of this Schedule)
  - (b) without prejudice to the generality of the foregoing not to park any vehicle or permit or suffer any vehicle to be parked in any parking space or other area within the Estate or any other space or area (if any) which may from time to time be allocated by the Landlord for use by the Tenant
- 2. Not to use the Demised Premises for any illegal or immoral purpose or for any purpose other than the Use
- Not to block or obstruct any landing passage stairway entrance-hall paths or steps forming part of the Block and not to block any Common Parts of the Estate (and/or any common accessways pathways pavements and roads forming part of the Estate)
- 4. Not to deposit any refuse rubbish or litter elsewhere than in the communal refuse-bins (if any) provided in the grounds of the Block or such other place (if any) as may be stipulated by the Landlord
- 5. Not to use any wireless or television set gramophone or musical instrument amplifier loudspeaker or electric tool or to sing in such a way as to become a nuisance or annoyance to the lessee or occupier of any other demised premises in the Block and/or the Estate

- 6. To clean the windows of the Demised Premises (inside and outside) whenever necessary
- 7. Not to do or permit or suffer to be done in the Demised Premises anything which may render any insurance for the time being effected on or on the contents of the Block and/or the Estate or any part or parts thereof (including the Demised Premises itself) void or voidable or to cause the rate of premium on any such insurance to be increased
- 8. To ensure that all guests and other invitees or licensees of the Tenant while in the Block and/or the Estate conform to the stipulations and regulations contained or referred to in this Schedule
- 9. Subject to reasonable previous notice (except in case of emergency) to permit the respective agents of Landlord and the lessees of other demised Ppremises in the Block and/or the Estate to enter the Demised Premises and/or the Parking Space (if any) so far as may be necessary for the due discharge of its or their respective obligations hereunder or under such other lessees' leases respectively
- 10. (a) Not to hang from any window or on any balcony forming part of the Demised Premises any washing clothes or other articles or otherwise to allow such washing clothes or other articles to be visible from the exterior of the Block
  - (b) not to display or permit or suffer to be displayed any flag banner or sign of any nature whatsoever from any window or balcony forming part of the Demised Premises or so as to be visible from the exterior of the Block
- 11. To keep the floors of the Demised Premises (apart from the kitchen floor and (if applicable) any balcony floor) covered with carpet or some other suitable sound deadening material or utilising some suitable sound deadening mechanism (save insofar as the Landlord may waive such requirement (in whole or in part) from time to time whether on a permanent or temporary basis)
- 12. To comply with all reasonable regulations which the Landlord may from time to time make and publish for the detailed administration of the Estate or for maintaining the character and amenities thereof whether in relation to the Demised Premises and their occupation or to the Estate
- 13. Without prejudice to the generality of clause 12 hereof to comply with all reasonable regulations which the Landlord may from time to time make and publish for the detailed administration of the Block or for maintaining the character and amenities thereof whether in relation to the Demised Premises and their occupation or to the Block
- 14. To keep any balcony included in the Demised Premises free from any damage neat and tidy and free from rubbish
- 15. Not to keep any bird dog reptile or other pet or animal whatsoever (whether domesticated or not) in or on the Demised Premises without the previous consent in writing of the Landlord such consent to be revocable at will by the

Landlord by notice in writing and provided further that nothing herein contained or implied shall in any way restrict any other covenants and obligations herein contained

# THE SIXTH SCHEDULE Landlords Covenants

- 1. To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part or parts of the Block or the Estate used in common by the owners or occupiers of more than one lettable unit in the Block or on the Estate including any imposed or becoming payable after the date hereof and whether or not of a novel nature
- 2. To maintain the accessways pathways and pavements forming part of the Block or the estate in good order and substantial repair and condition and to provide lighting therefor and to maintain any common service conduits in under or over the Block or the Estate in a good state of repair and condition BUT nothing herein contained shall render the Landlord liable for maintenance of the said accessways pathways and pavements or conduits which shall have been adopted by or become vested in any national local or public authority or body or statutory undertaking
- 3. To use all reasonable efforts to keep the Common Parts of the Block neat and tidy and adequately lighted
- 4. To keep or cause to be kept proper books of account of all costs charges and expenses incurred by the Landlord in carrying out its obligations under this schedule or in otherwise managing and administering the Block and in each year during the Term to prepare a certificate of:
  - (a) the total amount of such costs charges and expenses for the period to which the certificate relates and
  - (b) the proportionate amount due from the Tenant to the Landlord under the provisions set out in the Fourth Schedule hereto after taking into account payments made in advance under the provisions set out in the same Schedule and to send a copy of the same to the Tenant
- 5. Where reasonably required by the Tenant within 28 days of the receipt of the certificate provided for in clause 4 of this Schedule to make available for inspection the vouchers and invoices for the costs charges and expenses included in the certificate.
- 6. (a) To insure and keep insured in the name of the Landlord (or alternatively in such other name as the Landlord may specify provided that the interests of the Landlord are noted on the insurance policy) with the interests of the lessees for the time being of the demised premises comprising the Block and the Estate and their respective mortgagees being noted if so requested (either generally or specifically at the discretion of the Landlord) in some office of repute

through the agency of the Landlord or through such agency as the Landlord shall from time to time nominate (and the Landlord shall be entitled to retain any commission or other benefit it receives in respect of the same) the Block and the Estate against loss or damage by fire or aircraft or things dropped from aircraft and storm and tempest and all other risks normally covered by a comprehensive commercial building owners policy (including terrorism cover to the extent that the same is available on reasonable terms) ("the Insured Risks") (and for the avoidance of doubt it is hereby confirmed that the Landlord shall be entitled to retain a proper commission in respect of arranging the same) in the aggregate amount of:

- (i) the full costs of reinstating the Block and the Estate and
- (ii) the amount of two years' rent thereof to the Landlord
- (iii) All architect surveyor and other professional fees the cost of securing planning and other consents required in relation to reinstatement debris removal demolition site clearance and reasonable incidental expenses

and also to insure against liability for personal injury or other injury and damage to goods or other property occurring to any person AND such other risks as the Landlord may reasonably and prudently require and to make all payments necessary for effecting and keeping on foot such insurances and if the Block the Estate or any part thereof shall be destroyed or rendered unfit for use by any of the Insured Risks during the Term then and so often as the same shall happen and save to the extent that the policy or policies effected by the Landlord shall have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default by the Tenant or someone residing with or visiting the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall from the date of destruction or damage be suspended or abated until the Block shall again be rendered fit for use and in case of difference touching this provision the same shall be referred to arbitration by a single arbitrator in accordance with the provisions of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force

- (b) as often as the Block or any part thereof is destroyed or damaged by any of the Insured Risks to use it's best endeavours to secure any planning and other consents without delay and to apply the proceeds of the insurance received (other than in respect of loss of rent) towards the rebuilding or reinstatement of the Block making good any shortfall out of its own monies
- 7. To repair and keep in good and substantial repair and condition the structure and the exterior and the Common Parts of the Block and all fixtures and fittings in the Common Parts and additions thereto (including without limitation lifts and the airconditioning system serving the Common Parts and the Demised Premises) when properly required (including any renewal and replacement of all worn or damaged parts) but without prejudice to the rights of the Landlord

to recover from the Tenant or any other person the amount or value of any loss or damage caused by the negligent or other wrongful act or default of the Tenant or such other person

- 8. To provide such facilities for the benefit of the Block as the Landlord may from time to time reasonably determine to be in the interests of good estate management and which shall be for the benefit of the Tenant and other occupants of the Block
- 9. (a) To keep the Common Parts and all fixtures and fittings therein and all additions thereto in good and substantial repair and decorative condition but without prejudice to the right of the Landlord to recover from the Tenant or any other person the amount or value of any loss or damage caused by the negligent or other wrongful act or default of the Tenant or such other person and (insofar as may be appropriate) to provide lighting therefor
  - (b) Without prejudice to the generality of the foregoing to use all reasonable endeavours to maintain any equipment and/or facilities which may from time to time be available for communal use by residential Tenants within the Block only and insofar as may be applicable to pay and discharge all or any rental or other payments (including maintenance payments) which may from time to time be payable in relation to any entry phone system installed in the Block or in respect of any lift and also any other such facilities in respect of which such payments shall from time to time become due whether such facilities are situated wholly or partly within the Common Parts of the Block or elsewhere within the Block
- 10. (a) To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part or parts of the Estate used in common by the owners or occupiers of more than one demised premises in the Estate or other buildings upon the Estate including any imposed or becoming payable after the date hereof and whether or not of a novel nature
  - (b) To maintain the accessways pathways and pavements forming part of the Estate in good order and condition and to provide lighting therefor and to use such efforts to maintain any common service conduits in under or over the Estate in a good state of repair and condition BUT nothing herein contained shall render the Landlord liable for maintenance of the said accessways pathways and pavements or conduits which shall have been adopted by or become vested in any national local or public authority or body or statutory undertaking
  - (c) As and when properly called upon so to do to pay and discharge (to the relevant body) any and all costs charges and expenses payable by the owner and/or lessees of the Block in common with the owner(s) and/or lessees of other part(s) of the Estate in respect of any and all common facilities provided for the benefit of the owner and/or lessees of the Block in common with the owners and/or lessees of other part(s) of the Estate

- (d) To use all reasonable efforts to keep the Common Parts of the Estate neat and tidy and adequately lighted
- (e) To keep or cause to be kept proper books of account of all costs charges and expenses incurred by the Landlord in carrying out its obligations under this schedule or in otherwise managing and administering the Estate and in each year during the Term to prepare a certificate of:
  - (i) the total amount of such costs charges and expenses for the period to which the certificate relates and
  - (ii) the proportionate amount due from the Tenant to the Landlord under the provisions set out in the Fourth Schedule hereto after taking into account payments made in advance under the provisions set out in the same Schedule and to send a copy of the same to the Tenant
- (g) To repair to a good and tenantable state and condition the Common Parts of the Estate and all fixtures and fittings in such Common Parts and additions thereto when properly required (including any renewal and replacement of all worn or damaged parts) (damage by any of the insured risks excepted) but without prejudice to the rights of the Landlord to recover from the Tenant or any other person the amount or value of any loss or damage caused by the negligent or other wrongful act or default of the Tenant or such other person
- (h) To provide such facilities for the benefit of the Estate as the Landlord may from time to time determine (acting reasonably) as being in the interests of good estate management
- 11. If so requested by the Tenant to use all reasonable efforts to enforce the covenants contained in such other Leases of demised premisess in the Block and/or the Estate as may be granted upon the Tenant indemnifying the Landlord on a full indemnity solicitors and own client basis against all costs and expenses in respect of such enforcement and providing from time to time security in respect of such costs and expenses as the Landlord may reasonably require
- 12. Until the grant of Leases of demised premises in the Block remaining unsold at the date hereof have been completed to observe and perform in relation to such demised premises such of the covenants and conditions corresponding to those contained in this Lease on the part of the Tenant as shall be applicable to unsold demised premises which relate to the payment of service charges thereunder and the repair thereof breach of which would adversely affect the Demised Premises
- 13. The Landlord covenants with the Tenant to grant the other leases of the commercial premises in the Block on similar terms and conditions containing similar rights exceptions and reservations mutatis mutandis as hereinafter contained with such amendments as the Landlord considers reasonable
- 14. To use all reasonable endeavours to enforce all and any warranties obtained by the Landlord from contractors relating to the services and plant and equipment installed in the Block

### THE SEVENTH SCHEDULE

#### Part 1

### **Group A Service Charge**

Except insofar as included within the Group B Service Charge Items, the Group A Service Charge Items are as follows:-

- The operation provision service maintenance repair inspection cleansing lighting decoration renewal and where necessary replacement of the Common Parts
- 2. The reasonable and proper cost of any managing agents
- 3. The supply maintenance repair renewal as is deemed necessary to be desirable by the Landlord in its reasonable discretion of any carpets furniture furnishings office equipment stationery and other items of office use in respect exclusively for the benefit of the Estate occupied and used from time to time by the Landlord and/or their managing agents and employees in connection with the services
- 4. The enforcement whenever and as often as the Landlord shall deem reasonably necessary of any covenant or condition contained in any lease underlease licence or agreement relating to the Estate or any part thereof where in the reasonable opinion of the Landlord such enforcement would be in the interests of good estate management
- 5. Any other proper expenses reasonably incurred by the Landlord or its managing agents attributable to the provision supervision and management of the services the improvement from time to time of the standard thereof or the provision of further services as the Landlord in their reasonable discretion shall consider necessary for the control and management of the Estate
- 6. The provision replacement repair maintenance decoration planting landscaping cultivation and keeping in good order and condition of any ornamental gardens planted areas and receptacles and all landscaped open areas street furniture and flags and flagstaffs within the Estate (whether internal or external)
- 7. The payment of all tax or other fiscal impositions assessed or imposed on the Landlord in relation to the carrying out of the services or otherwise relating to the service charge arrangements in relation to the Estate or the administration or management thereof
- 8. The provision of water services including water rates payable by the Landlord and/or the Company in connection with the Services supplied by the Landlord to the Estate and each and every part thereof
- All or any costs incurred by the Landlord in performance of its obligations contained in the Sixth Schedule save for any costs incurred by the Landlord pursuant to clauses 12 to 14 of the Sixth Schedule.

#### Part 2

### **Group B Service Charge**

The Group B Service Charge Items are as follows:-

- The inspection maintenance repair lighting cleansing renewal and rebuilding of the commercial area of the Block and each and every part thereof
- 2. The external decoration of the commercial area of the Block
- The internal decoration of the common parts exclusively serving the commercial area of the Block as often in the Landlord's reasonable opinion may be necessary
- 4. The furnishing (here meaning but not limited to the provision of carpets curtains furniture decorations ornaments flowers fixtures and fittings of all kinds) of the commercial area of the Block (as the Landlord shall in its reasonable discretion determine) and the maintenance repair and where necessary replacement of such furnishings
- The cost of any managing agents relating exclusively to the commercial area of the Block
- 6. The provision of fuel or gas or electricity or other energy supplies or other power sources from time to time used in the running or operating of any of the services in relation to the commercial area of the Block except any for the exclusive use of a particular tenant or tenants
- All charges assessments and other outgoings (if any) reasonably and properly payable by the Landlord in respect of any part or parts of the commercial area of the Block
- 8. The enforcement whenever and as often as the Landlord shall deem reasonably necessary of any covenants or conditions contained in the lease underlease licence or agreement relating to any tenant of the commercial area of the Block where in the reasonable opinion of the Landlord such enforcement will be in the interest of good estate management
- 9. The payment of all tax or other fiscal impositions assessed or imposed on the Landlord in relation to the carrying out of the services or otherwise relating to the service charge arrangements in relation to the commercial area of the Block or the administration or management thereof under this part of this Schedule
- 10. The maintenance repair and renewal of the air conditioning system serving the Demised Premises and the other units within the commercial area of the Block
- All or any costs incurred by the Landlord in performance of its obligations contained in the Sixth Schedule save for any costs incurred by the Landlord pursuant to clauses 12 to 14 of the Sixth Schedule.

**EXECUTED** as a **DEED** by FROGMORE RESIDENTIAL (SOUTHWARK) LIMITED Acting by its director and secretary Or two directors: Director: AUTHORISED SIGNATORY SIGNED AS A DEED BY SANDIE MAY ACTING UNDER A POWER OF ATTORNEY OF DENNIS COPE DIRECTOR OF PROGNORE RESIDENTIAL (SOUTHWARK) LIMITED DATED 28 NOVEMBER 2006 IN THE PRESENCE OF: SIGNED as a DEED by the said: DAVID ANDREW KIMPTON In the presence of: Witness: SIGNED as a DEED by the said: JAMES RICHARD SUTHERLAND In the presence of: Witness: SIGNED as a DEED by the said: GARETH DAVID HOWAT In the presence of: Witness: EXECUTED as a DEED by HAT-TRICK DESIGN CONSULTANTS LIMITED Acting by its director and secretary Or two directors: Director:

S.MAM CUDDIT G. CARR
32 BEEHIVEGREEN
GARDEN

WELWYN GARDEN

AL7 4BG

Director/Secretary: