

FORSTERS

DATED

202X

(1) THE PRYORS LIMITED

(2) []

LEASE

relating to

Flat [] The Pryors East Heath Road London NW3



Particulars

Land Registry prescribed particulars

<p>LR1. Date of Lease</p>	<p>202x</p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Lessor's title number(s) 65032</p> <p>LR2.2 Other title numbers []</p>
<p>LR3. Parties to this Lease</p>	<p>Lessor THE PRYORS LIMITED (Company Registration Number 1745996) whose registered office is at 4TH Floor 192-198 Vauxhall Bridge Road London SW1V 1SX</p> <p>Lessee [LESSEE NAME] [(Company Registration Number [])] [of]/[whose registered office is at] []</p>
<p>LR4. Property</p>	<p>In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.</p> <p>See definition of the Flat at clause 1</p>
<p>LR5. Prescribed statements etc.</p>	<p><i>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</i></p> <p>None</p> <p><i>LR5.2 This lease is made under, or by reference to, provisions of:</i></p>

	None
LR6. Term for which the Property is Leased	The term is as follows: 999 years from and including 29 September 2021
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Lessee's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Lessee's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Lessor's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this Lease by the Lessor in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>See Schedule 2</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Schedule 3</p>

<p>LR12. Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p>	<p>[None]</p> <p>[The Parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number []]]</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Lessee</p>	<p>[Not applicable]</p> <p>[The Lessee is more than one person. They are to hold the Property on trust for themselves as joint Lessees.]</p> <p><i>OR</i></p> <p><i>[The Lessee is more than one person. They are to hold the Property on trust for themselves as Lessees in common in equal shares.]</i></p> <p><i>OR</i></p> <p>[The Lessee is more than one person. They are to hold the Property on trust [Complete as necessary]]</p>

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DEED

DATED:

PARTIES:

- (1) **THE PRYORS LIMITED** (Company Registration Number 01745996) whose registered office is at 4TH Floor 192-198 Vauxhall Bridge Road London SW1V 1SX ("the Lessor")
- (2) [] of []The Pryors East Heath Road Hampstead London NW3 ("the Lessee")

RECITALS:

- 1.1 The Lessor is the freehold owner of the Building
- 1.2 By way of the Existing Lease the Flat is demised to the Lessee
- 1.3 The Flat is vested in the Lessee for all the unexpired residue of the term of the Existing Lease
- 1.4 The freehold reversion in the Flat is now vested in the Lessor
- 1.5 The Lessor has agreed to grant the Lessee a new lease of the Flat on the terms set out below

DEFINITIONS

the Building: the buildings and land known as The Pryors East Heath Road Hampstead London NW3 as registered at the Land Registry under title number 65032

Car Park: the car park at the Building

Common Parts all those parts of the Building that are provided by the Lessor from time to time for common use and enjoyment solely by the lessees and occupiers of the Building and all persons expressly or by implication authorised by them including the common entrances lobbies landings passages staircases storage-cupboards service ducts lifts and vents plant and equipment gardens pathways driveways carparks perimeter gates walls hedges and fences and all other parts of the Building not hereinbefore specifically mentioned save for any parts included in

the demise of any flat in the Building

Excess	A deduction or deductible from any insurance claim
Existing Lease:	Lease dated [] and made between [] of the one part and [] of the Flat and registered under title number [] and including all or any deeds and documents supplemental to the said lease whether or not they are expressed to be so
Financial Year:	every twelve monthly period ending 31 December or such annual period as the Lessor may in its absolute discretion determine as being that period in respect of which the accounts of the Lessor shall be made up
the Flat:	all that flat number [] Block []The Pryors East Heath Road Hampstead London NW3 on the [] floor of the Building shown edged in red on the plan attached hereto for the purposes of identification only and more particularly described in Schedule 1
Lessee	shall include the Lessee's successors in title and assigns in whom this lease shall for the time being be vested
Lessor	shall include all persons entitled to the reversion immediately expectant upon the determination of the term hereby granted
Services:	the services including gas electricity water soil surface water telephone television and telecommunications the lifts as the context shall require and all drains pipes wires cables watercourses soakaways and conduits through which any services may be conducted and any inspection chambers manholes or apparatus connected therewith and being in on under or over any part or parts of the Building excluding any services demised to the tenant or lessee of the Building
Service Charge:	a sum equal to the Service Charge Percentage of the expenses which the Lessor shall in relation to the

Building reasonably and properly incur in performing its obligations and covenants in clause 5 hereof

Service Charge Percentage: [] (or such other percentage as shall become payable pursuant to the provisions of this Lease)

Term: the term stated in LR6 of the Particulars

1. INTERPRETATION

1.1 The singular shall include the plural and the masculine shall include the feminine and vice versa

1.2 The expression "the Lessee" shall include all persons who are so designated at the commencement hereof and each and all of the covenants obligations and agreements entered into by the Lessee shall be deemed to have been made jointly and severally by all such persons with the Lessor

1.3 References to any right of the Lessor or the Lessee to have access to the Flat or the Building shall be construed as extending to any mortgagee of such party and to all persons authorised by them (including agents professional advisers contractors workmen and others)

1.4 Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person

1.5 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

1.6 Each and all of the covenants obligations and agreements entered into by the Lessor shall be deemed to have been made jointly and severally by all such persons with the Lessee

2. IT IS AGREED AS FOLLOWS:

In consideration of the observance and performance of the obligations on the part of the Lessee herein contained and the surrender of the Existing Lease the Lessor HEREBY DEMISES UNTO the Lessee ALL THAT the Flat TOGETHER WITH the Lessor's fixtures and fittings installed thereon AND TOGETHER ALSO WITH the easements rights and privileges mentioned in Schedule 2 hereto subject as therein mentioned EXCEPT AND RESERVING unto the Lessor the rights mentioned in Schedule 3 hereto TO HOLD the Flat unto the Lessee for the Term

YIELDING AND PAYING an annual rent of a peppercorn if demanded and by way of further or additional rent the Service Charge

3. THE LESSEE'S COVENANTS

THE Lessee for himself and his assigns to the intent that the obligations may continue throughout the term hereby created **HEREBY COVENANTS** with the Lessor as follows:

- 3.1 To pay the reserved rent at the times and in the manner aforesaid
- 3.2 To pay and contribute to the Lessor the Service Charge in accordance with the provisions contained in Schedule 6
- 3.3 To pay to the Lessor all the expenses it may properly and reasonably incur in:
 - (a) collecting any arrears of the Service Charge due from the Lessee together with interest payable thereon
 - (b) enforcing any obligation of the Lessee whether or not proceedings are taken
- 3.4 To pay and discharge all taxes rates duties assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time during the Term be imposed or charged upon the Flat or the owner or occupier in respect thereof
- 3.5 From time to time to pay all costs charges and expenses incurred by the Lessor in abating a nuisance at the Flat and executing all such works as may be necessary for abating a nuisance at the Flat in obedience to a notice served by a local authority or any public authority
- 3.6 To observe and perform the regulations and restrictions specified in Schedule 4 hereto with such variations or additions thereto as may from time to time be imposed by the Lessor for the purpose of maintaining the character and reputation of the Building as a high class block of flats or for the convenience or safety or amenity or comfort of the lessees thereof
- 3.7 To pay unto the Lessor as arrears of rent all costs charges and expenses on a full indemnity basis (including legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof or in enforcing any obligations of the Lessee under the terms of this Lease including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Flat and the drawing up of the schedules of dilapidations such costs charges and expenses

as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief grant by the Court

- 3.8 From time to time and at all times well and substantially to repair cleanse maintain decorate and keep the Flat and the fixtures thereon and the walls pipes cables wires and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever save as to damage in respect of which the Lessor is entitled to claim under the policy of insurance maintained by the Lessor in accordance with its covenants in that behalf hereinafter contained except insofar as such policy may have been vitiated by the act or default of the Lessee or any party claiming through the Lessee or servants agents licensees or visitors of the Lessee
- 3.9 Not to replace or alter the windows which can be seen outside the Flat unless it is in a style and material in conformity with the Lessor's reasonable written requirements first having been obtained and provided that any new window conforms with the standard style and material of the windows in the Building
- 3.10 To permit the Lessor and its agents and workmen at all reasonable times by appointment during the Term (but at any time in case of emergency) to enter upon the Flat to view the condition thereof and take any measurements plans or sections thereof or of any part or parts thereof or for other reasonable purposes
- 3.11 In accordance with the Lessee's covenants in that behalf herein contained to repair decorate and make good all defects in the repair decoration and condition of the Flat of which notice in writing shall be given by the Lessor to the Lessee within two calendar months after the giving of such notice or as soon as possible in cases of emergency
- 3.12 If at any time during the Term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Flat and in the reasonable opinion of the Lessor such default is likely to cause damage or is damaging any part of the Building located outside the Flat then to permit the Lessor and its duly authorised surveyor or agents at all reasonable times during the Term with or without workmen and others to enter upon the Flat to repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to the Lessor on demand the cost of such repair decoration maintenance or reinstatement (including any solicitors' Counsel's and surveyors' costs and fees reasonably incurred by the Lessor in respect thereof) such cost to be recoverable by the Lessor as if the same were rent in arrear
- 3.13 At the cost of the Lessee to execute all such sanitary and other works of every description as the local or other authority may from time to time lawfully require to be executed

upon or in connection with the interior of the Flat under the provisions of statute now or hereafter to be enacted whether by the owner or occupier and to discharge the whole of the expense of such works

3.14 At the end or other sooner determination of the Term peaceably to leave and yield up to the Lessor the Flat so well and sufficiently repaired maintained cleansed glazed painted amended and kept as aforesaid together with all fixtures fastenings and things whatsoever except Lessee's fixtures which now are or at any time during the Term shall be set up on the Flat or belonging thereto

3.15 To permit the Lessors and its surveyors or agents and each lessee of a flat in the Building with or without workmen and others at all reasonable times by appointment (except in the case of emergency) to enter into and upon the Flat or any part thereof for the purpose of

- (a) making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Building
- (b) laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and
- (c) for the purpose of cutting off the supply of water to the Flat or any other flat in the Building in the event that plumbing works are being carried out at the Building and in these circumstances reasonable notice of at least 48 hours shall be given to the Lessee (save in case of emergency)

the Lessor or the Lessee or the authorised person so entering or authorising entry (as the case may be) making good all damage occasioned to the Flat

3.16

- (a) Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy or policies of insurance in respect of the Building or any part thereof and in the event of the Flat or of the Building being damaged or destroyed by an insured risk at any time during the Term and the insurance money under any insurance effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee then and in such case the Lessee will forthwith (in addition to the said rent or other monies hereby covenanted to be paid) pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same

- (b) To pay on demand a fair and reasonable proportion determined by the Lessor of any Excess relating to a specific claim and which is deducted from a payment under the insurance policy of the Building following the occurrence of an insured risk caused or contributed to by the Lessee either by its wilful or reckless misconduct or otherwise in wilful or reckless disregard of its obligations under this Lease
 - (c) For the avoidance of doubt clauses 3.16 (a) and (b) are in addition to the liability of the Lessee to contribute with all other lessees towards insurance premiums and any excess payments under the service charge provisions contained in clause 5.22 and Schedule 7 of this Lease
 - (d) Any dispute pursuant to this clause 3.16 shall be determined by a single arbitrator to be agreed upon by the Lessor and the Lessee or at the request of any of them to be nominated by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors or any such replacement body in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
- 3.17 Not without the licence in writing of the Lessor first obtained to enter into any agreement with or give any acknowledgement to the owner or lessee of any premises adjoining opposite or near to the Flat with reference to any easement or right enjoyed or claimed by such owner or lessee over upon or under the Flat or enjoyed or claimed in respect of or for the benefit of the Flat over upon or under any premises adjoining opposite or near to the Flat
- 3.18 Not to assign transfer underlet mortgage or part with possession or occupation of any part or parts of the Flat as distinguished from the whole thereof
- 3.19 Not to underlet the whole of the Flat
- (a) otherwise than for a fixed period of not less than 6 months and not exceeding two years and not to permit any sub underletting nor assignment of any underletting and to procure that any underlease contains provisions to this effect
 - (b) to a foreign embassy or government or to an individual who may have or is likely to acquire diplomatic immunity
 - (c) to a body corporate not having a registered office in England and Wales nor to an individual who is resident outside of the jurisdiction of the High Court unless such body corporate or individual shall provide a guarantee for the performance of the underlessee's obligations herein contained from an individual resident in England or Wales not having diplomatic immunity who shall be first approved by the Lessor (whose approval shall not be unreasonably withheld or delayed) and who shall be

authorised to accept service of any proceedings relating to any matters arising hereunder

- (d) without the previous consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that any application for consent under this sub-clause shall be supported by such particulars of the proposed occupier of the Flat and such references for the proposed underlessee and such other particulars of the proposed underletting as the Lessor may reasonably require and **PROVIDED ALWAYS** that upon any underletting commencing the underlessee shall enter into a direct covenant in writing with the Lessor to observe and perform the Lessee's covenants and conditions contained in this Lease save for the payment of Service Charge

3.20 Not to assign or transfer the whole of the Flat

- (a) unless contemporaneously with such assignment or transfer the assignor or transferor also transfers to the assignee or transferee all of the shares (if any) held by the Lessee in the capital of the Lessor
- (b) to a foreign embassy or government nor to an individual whom the Lessor reasonably anticipates may have or is likely to acquire diplomatic immunity
- (c) to a body corporate not having a registered office in England or Wales nor to an individual who is resident outside the jurisdiction of the High Court unless such body corporate or individual shall provide to the Lessor whichever of the following the Lessor requires

either

- (i) a guarantee for the performance by the assignee or transferee of the Lessee's obligations contained in this Lease from an individual resident in England or Wales not having diplomatic immunity who shall be first approved by the Lessor (whose approval shall not be unreasonably withheld or delayed) and who shall be authorised to accept service of any proceedings relating to any matters arising under this Lease or
- (ii) a rent deposit deed which shall be in a form provided by the Lessor and payment of a rent deposit in a sum required by the Lessor to be no more than equivalent to the Service Charge for the aggregate of the previous three financial years which shall be held by the Lessor in accordance with the terms of the said rent deposit deed

- (d) without the previous consent in writing of the Lessor such consent not to be unreasonably withheld or delayed **PROVIDED ALWAYS** that any application for consent under this sub-clause shall be supported by such particulars of the proposed assignee or transferee and such other particulars of the proposed assignment or transfer as the Lessor may reasonably require and **PROVIDED ALWAYS** upon any assignment or transfer the assignee or transferee shall enter into a direct covenant with the Lessor to observe and perform all the covenants on the part of the Lessee and conditions herein contained

- 3.21 Upon every assignment transfer underlease mortgage charge or other document affecting this Lease to give to the Lessor within one month thereafter notice in writing thereof and to produce each such document to the Lessor's solicitors and pay a reasonable fee as prescribed by the Lessor from time to time for the registration of each such notice or document

- 3.22 Not at any time during the Term
 - (a) to make any alterations in or additions to the Flat or any part thereof nor cut maim alter or injure any of the walls timbers or girders thereof or to alter the Lessor's fixtures therein without the Lessor's prior written consent

 - (b) to make or permit to be made any alteration to the external decoration of the Flat

- 3.23 Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Flat or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any sub-lessee or any other persons whatsoever forthwith so far as such notice order direction or other thing or the Act Regulations or other instruments under or by virtue of which it is issued or the provisions thereof require the Lessee so to do to comply therewith and at the Lessee's own expense forthwith deliver to the Lessor a true copy of the notice order direction or other thing and if so required by the Lessor to join with the Lessor in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Flat or any part thereof or the Building as the Lessor may consider desirable and to 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

- 3.24 Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Flat which contravenes the provisions of the Town & Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

- 3.25 To comply in all respects at the Lessee's own cost with provisions of any statute statutory instrument rule order or regulation and any order direction or requirement made or given by any authority or any appropriate Minister or Court so far as the same affect the Flat (whether the same are to be complied with by the Lessor the Lessee or the occupier) and forthwith to give notice in writing to the Lessor of the giving of such order regulation direction or requirement as aforesaid and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 3.26 If any sums payable by the Lessee to the Lessor pursuant to the provisions of this lease hereinbefore reserved shall remain unpaid for 28 days after the same becoming due whether legally demanded or not then the Lessee shall pay interest thereon at a rate of 3% above the base rate of National Westminster Bank PLC (or any successor to the business of that bank subsisting at the date upon which any interest payable under this Lease becomes due or in the event that base rates no longer exist then such reasonably equivalent rate as the Lessor may from time to time specify) from time to time such interest to be calculated on a day to day basis from the date of the same becoming due down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action as rent in arrear
- 3.27 To pay the proper legal and surveyors' costs of the Lessor and the reasonable costs of the managing agents and/or other professionals reasonably engaged incurred in connection with applications for any consent under the terms of this Lease whether or not such consent is granted
- 3.28 Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by any insured risk shall be increased or which may require an additional premium for insuring the same or which may make void or voidable any policy for such insurance and to give notice to the Lessor of any act thing or matter done or brought on to the Flat which may lead to an increase in the premiums for insuring the same and to pay any increase in the insurance premium attributable to the Flat or the Building by reason thereof

4. **LESSOR AND LESSEE AGREEMENTS AND PROVISIONS**

The Lessor and Lessee agree to the provisions set out in Schedule 5 hereto

5. **LESSORS COVENANTS**

The Lessor **HEREBY COVENANTS** with the Lessee as follows

- 5.1 That the Lessee paying the respective rents and performing the covenants conditions and agreements hereinbefore contained shall peaceably enjoy the Flat for the term hereby

granted without interruption or disturbance by the Lessor or any person lawfully claiming through under or in trust for the Lessor

- 5.2 To maintain repair redecorate and renew and cleanse and where appropriate to keep clean and well lighted
- (a) the structure and in particular the main walls passages lifts roofs foundations fire escapes chimney stacks gutters drains soil pipes and rainwater pipes of the Building
 - (b) the Common Parts
 - (c) the Services
 - (d) the boundary walls fences gates entrance pathway drives pathways the Car Park and communal gardens at the Building
- 5.3 To pay and contribute towards any costs or expenses of making repairing rebuilding or cleansing any roads pavements sewers drains pipes party walls structures or fences or other items which may either belong to or are used or capable of being used or enjoyed by the Building in common with any adjoining or neighbouring premises or the owners or occupiers thereof
- 5.4 As often as may in the reasonable discretion of the Lessor be necessary to decorate and carpet the Common Parts as are usually so decorated or carpeted
- 5.5 To pay the water rate assessed on the Building in the event of the Flat not being separately assessed
- 5.6 As often as the Lessor may consider reasonably necessary or appropriate to provide inspect service maintain repair overhaul and replace to such standard as it shall consider appropriate all furniture furnishings fixtures fittings floor coverings apparatus plant machinery and equipment situate on or about the Common Parts including (but without prejudice to the generality of the foregoing) any lifts lift shafts stand-by generators and boilers and any apparatus plant machinery equipment or other items relating to mechanical ventilation heating cooling public address and closed circuit television entry phone or security systems
- 5.7 To maintain alter repair operate inspect clean renew and replace (if and when installed by the Lessor at its discretion) all security equipment lighting car charging points and all other plant and machinery servicing the Common Parts and the Building and any television and radio equipment and any door telephone installed in the Building together with any communal fire burglar or entry alarm systems fire prevention and fire equipment and lighting and other apparatus serving the Building save for any such equipment which is the responsibility of an individual lessee of any flat in the Building and to carry out all

works as may be required in order to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the insurers of the Building

- 5.8 To take any steps as shall reasonably be deemed by the Lessor to be desirable or expedient for making representations against or otherwise contesting the incidence of the provisions of any Act of Parliament or other appropriate authority affecting or allegedly affecting the Building or any part thereof and for which no lessee of the Lessor is directly responsible
- 5.9 To comply with all Acts of Parliament or other appropriate authority relating in any way to the Building its occupation or use and with any notice from any competent authority
- 5.10 The Lessor shall arrange the collection and disposal of refuse from the Building and shall provide repair maintain replace renew service and overhaul such plant and equipment for the collection treatment packaging or disposal of refuse as it shall consider reasonably necessary or appropriate
- 5.11 To pay and discharge all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Building save where any such outgoings are the liability of the Lessee or any lessee or occupier in the Building
- 5.12 To install at the Lessor's discretion any satellite dish or cable television at the Building
- 5.13 For the purpose of performing the covenants on the part of the Lessor contained in this clause 5 to employ on such terms and conditions as the Lessor shall think fit one or more porters maintenance staff cleaners or such other persons as the Lessor may from time to time consider necessary including providing maintaining repairing decorating heating and lighting any accommodation and facilities for such persons and all outgoings in respect thereof and providing such materials and equipment as shall be required from time to time for the proper performance of their duties
- 5.14 To employ and engage or to delegate any of its obligations and/or powers to such managing agents servants agents managers contractors solicitors surveyors and accountants as it considers necessary or desirable from time to time for the performance of its obligations under this clause 5 or for the exercise of any of its powers contained in the transfers or leases of other parts of the Building and shall pay and discharge all such wages commissions fees and charges as shall be thereby incurred
- 5.15 To comply with the regulations and requirements of the local authority
- 5.16 To pay all legal and other proper costs incurred by the Lessor

- (a) in the running and management of the Common Parts and the Building and in the enforcement of the covenants on the part of the Lessee and of the lessees or occupiers of other flats in the Building and of the conditions and regulations contained in this Lease insofar as the costs of enforcement are not recovered from the lessee or occupier in breach and
 - (b) in making such applications and representations and taking such action as the Lessor shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the Lessee or any underlessee of the Flat or on any lessee or occupier of any other demised part of the Building or on the Lessor in respect of the Building or all or any parts thereof
- 5.17 To cause to be prepared annual audited or certified accounts of the expenditure incurred in performing and observing the covenants set out in this clause 5
- 5.18 To accumulate such sums as the Lessor shall reasonably consider necessary from time to time to put to reserve to meet the future liability of carrying out specified major works to any part or parts of the Building with the object of ensuring that the contributions shall not fluctuate substantially in amount from time to time
- 5.19 To pay the cost of a periodic valuation or assessment of the cost of reinstatement of the Building and the Flat for insurance purposes provided that such valuation or assessment shall not take place more frequently than once every two years
- 5.20 To provide any other services or undertake any other matters in respect of the Common Parts and/or the Building that the Lessor may reasonably decide necessary in the interests of good estate management and/or in the interests of maintaining the character and reputation of the Building as a high class block of flats or for the convenience safety amenity or comfort of the lessees thereof
- 5.21 To observe and perform the obligations set out in Schedule 7 hereto
- 5.22 To pay any Excess all or in part as the Lessor shall in its reasonable discretion decide is payable as a result of a claim on any insurance policy taken out for the Building in accordance with the Lessor's obligations in this Lease save where the Lessee or other lessees in the Building are obligated to pay such excess in accordance with their obligations in this Lease such cost to be recoverable through the Service Charge

Schedule 1– The Flat

The Flat INCLUDES

1. the internal plastered coverings and the plaster-work of the walls bounding the Flat and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such doors frames and window frames) and the glass fitted in such window frames and
2. the plastered coverings and plasterwork of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions and
3. the plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floor boards and supporting joists (if any) and
4. all conduits which are laid on or in any part of the Building which serve exclusively the Flat and
5. all fixtures and fittings in or about the Flat and not hereafter expressly excluded from this demise

BUT NOT INCLUDING

1. any parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces and
2. any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plaster surfaces floors and joists thereof and the doors and door frames fitted therein as are expressly included in this demise and
3. any conduits in the Building which do not serve the Flat exclusively and
4. any balconies at the Building

SCHEDULE 2 Easements rights and privileges included in this demise

1. Full right and liberty for the Lessee and all persons authorised by it (in common with other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the pathways leading to the main entrances of the Building and the passages landings and staircase leading to the Flat
2. The right to support including subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Building or any part thereof
4. The right in common with the Lessor and the other lessees in the Building to use any communal gardens and the pathways leading thereto whilst the same shall remain as such
5. The right in common with the Lessor and the other lessees in the Building to use any service and passenger lifts in the Building and the right to use the fire escapes in the event of fire
6. The right with or without workmen at all reasonable times upon notice (except in the case of emergency) to enter any other parts of the Building as are necessary for the purpose only of carrying out the Lessee's obligation of repair of the Flat hereunder in the event only that such repair cannot reasonably be carried out without exercising such right the Lessee making good all damage caused by the exercise of such right
7. [Only where the Existing Lease so permits: *The right for the Lessee or any persons authorised by them to park one private motor car in the Car Park subject to the right of the Lessor to vary the position of any parking spaces in the Car Park or allocate another space to the Lessee on written notice and a right at all times and for all usual and reasonable purposes to pass and repass over the Car Park with or without vehicles as is necessary for the purposes of access to and egress from the Car Park to the public highway and to the Building*]

SCHEDULE 3 Exceptions and reservations

There is excepted and reserved out of this demise:

1. The right to subjacent and lateral support and to shelter and protection from the Flat
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Building through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Flat or any part thereof
3. The right with or without agents and workmen at all reasonable times upon reasonable prior notice (except in emergency) to enter the Flat for the purpose of carrying out the obligations of the Lessor contained in clause 5 hereto and for any other purpose permitted or otherwise envisaged by this Lease the person exercising such right causing as little damage as possible and making good all damage to the Flat occasioned by such entry or any works consequent thereon
4. All other rights and easements (if any) now existing in or over the Building or any part or parts thereof and of all rights and privileges in the nature of easements or quasi easements which are or have heretofore been used or enjoyed over or in respect of the Building for the benefit of any adjoining or neighbouring property of the Lessor or the occupiers thereof
5. The right to erect and maintain such wireless and television aerials or other such apparatus in the exterior walls of the Building and to enter and run wires and cables connecting such aerials or other apparatus through the Flat causing as little damage as possible and making good forthwith any damage thereby caused
6. All easements wayleaves licences rights and privileges granted or to be granted by the Lessor to the local authority or any service companies whose apparatus has been laid in the Building with the consent of the Lessor in connection with the Services usually provided or maintained by them for the benefit and advantage of the Building or any part of it and the Lessee will if necessary grant to the said authorities or Service Companies such easements as they shall require in connection with the provision and maintenance of these Services
7. A right to build upon and to maintain repair replace and renew any other part or parts of the Building and upon any adjoining land or buildings of the Lessor in such manner as the Lessor may think fit provided in the case of the Building that reasonable means of access to the Flat is available at all times
8. All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land

SCHEDULE 4

Restrictions and regulations

1. Not to use the Flat nor permit the same to be used for any purpose whatsoever other than as a self-contained private residential flat in the occupation of one family or household
2. Not to use or permit to be used the Flat or any part thereof or the other parts of the Building used by the Lessee in common for any purpose from which a nuisance can arise to the Lessor or to the lessees or occupiers of the other flats comprised in the Building or in the neighbourhood nor for any illegal or immoral purpose
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat or out of the windows or balcony doors thereof
4. No piano loudspeaker or other mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Flat between the hours of 11 p.m. and 7 a.m. or at any time so as to cause annoyance to the lessees or occupiers of the other flats comprised in the Building
5. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat or on or near any front door of the Flat other than flat numbers or other such signs approved by the Lessor
6. No clothes or other articles shall be hung or exposed outside the Flat
7. No milk bottles shall be placed on the front entrance steps of the Building
8. No mat shall be shaken out of the windows and balcony doors of the Flat
9. No bird dog or other animal which in the opinion of the Lessor may cause annoyance to any other lessee or occupiers of the other flats comprised in the Building shall be kept in the Flat or be permitted in the Common Parts
10. The exterior of the Flat shall not be decorated otherwise than by the Lessor
11. Not to permit children to play in the gardens and forecourt of the Building unless accompanied by a responsible adult who shall not permit or suffer them to make any undue noise or cause any nuisance or annoyance to any other lessee
12. No television radio satellite dish or other aerial shall be placed on the outside of the Flat (including any balcony or roof)

13. Entrance doors of the flats shall be kept shut as street doors and no lessee shall on any account whatsoever leave any boxes parcels refuse or rubbish in the passages or on the landings except in such manner as may from time to time be determined by the Lessor for the purpose of removal of normal domestic rubbish or the delivery or collection of items to or from the Flat nor shall any lessee deposit any item in the entrance hall lifts stairways or fire escapes of the Building or the approaches thereto
14. All floors of the Flat (excluding for this purpose the floors of the bathrooms separate WCs the kitchen utility rooms and larders as applicable) shall be covered with carpet or other similar material and all pianos or other like instruments shall be placed on rubber insulators
15. Not to keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in the Common Parts other than in areas specifically designated for such purposes by the Lessor (if any)
16. To observe any regulations concerning the use of the communal gardens at the Building the Car Park and the balconies (if any) which the Lessor may at its discretion impose from time to time and to indemnify the Lessor from and against any and all losses costs claims demands and expenses arising as a result of any failure to do so including any failure by anyone using the said areas with the authority of the Lessee
17. Not to obstruct or hinder access to and from the Car Park or car parking spaces
18. Not to store or permit to be stored in the Flat or any part of the Building any petrol or other specially inflammable combustible or offensive goods or any noxious or explosive substance or material
19. Not to use any balcony adjoining the Flat without the Lessor's consent in writing

SCHEDULE 5 Lessor and Lessee agreements and Provisions

1. The demise hereby made shall not be deemed to include and shall not operate to convey or demise any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any land of the Lessor adjoining or near to the Building (except as described in Schedules 1 and 2 hereto)
2. The Lessor shall have power at all times without obtaining any consent from or making any compensation to the Lessee to deal as the Lessor may think fit with any land or buildings adjoining opposite or near to the Building and to erect or suffer to be erected on such adjoining opposite or neighbouring land any buildings whatsoever and to make alterations and additions to any buildings whether such buildings alterations or additions shall or shall not affect or diminish the light or air which may now or at any time or times during the term hereby granted be enjoyed by the Lessee or other lessees or occupiers of the Flat or any part thereof
3.
 - 3.1 The Lessee shall not be entitled to the benefit of any restriction regulation or covenant which the Lessor may have imposed or may hereafter impose on any owner or lessee of any other flat in the Building or of any land adjoining or near to the Flat and
 - 3.2 Nothing herein contained shall in any way operate to prevent or hinder the Lessor from waiving or varying the whole or in part any such restriction regulation or covenant as aforesaid
4. 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 then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor or the Lessee in respect of any antecedent breach of any of the party's covenants or the conditions herein contained
5. The Lessor shall not be liable or responsible for any damage suffered by the Lessee or any servant agent or workmen of the Lessee or any member of the Lessee's family or any guest of his through any defect (or as appropriate) failure or interruption in any fixture the Services staircase or thing in or upon the Building or any part thereof (including the Flat) including by reason of any necessary repair maintenance or replacement of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or any other cause beyond the control of the Lessor PROVIDED THAT the Lessor shall upon receiving notice of

any such defect failure or interruption take all reasonable steps to rectify or restore matters as soon as reasonably practicable

6. The Lessor may at any time or times during the Term for the purpose of maintaining the character and reputation of the Building as a high class block of flats or for the convenience safety or amenity or comfort of the lessees thereof impose such reasonable regulations of general application regarding the Building and the Flat as it may in its absolute discretion think fit in addition to or in place of the regulations set out in Schedule 4 hereto (but so that any such regulations shall not conflict with this Lease or with the freehold covenants or any other covenants rules and regulations for the time being in force relating thereto)
7. **PROVIDED ALWAYS** that notwithstanding the covenant for quiet enjoyment in this Lease contained the Lessee shall make no objection to any reconstruction repair or renovation to the Building or any part thereof or to any installation or works to be undertaken by the Lessor during the Term and no covenant on the part of the Lessor nor any right for the benefit of the Lessee which is not expressly set out in this Lease shall be deemed to be implied
8. No porter or maintenance staff cleaners or such other persons employed by the Lessor shall be under obligation to furnish attendance or other use of his services to the Lessee for any private convenience and any special or extra services are only to be provided with the consent of the Lessor and are to be considered as rendered by any employee of the Lessor as the servant of the Lessee for which and for the consequences whereof the Lessor shall not be responsible
9. All payments to be made under this Lease (whether of rent interest or otherwise) shall be made by the Lessee free from all set off claims counter-claims and demands against the Lessor and free and clear of all restrictions or conditions of any nature and without any deduction or withholding
10. Any notice in writing certificate or other documents required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name 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 left at the last known place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the Flat
11. Any such notice in writing certificate or other documents as aforesaid shall also be sufficiently given or served if
 - 11.1 it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and to the Flat and if the same is not returned through the Post Office within seven days of posting it shall be

deemed to have been received or served at the time at which it would in the ordinary course have been delivered and/or

11.2 it is sent by electronic mail provided that the Lessor and the Lessee have agreed to accept service of notices via electronic mail and have provided the relevant addresses

12. The Lessor shall be deemed to have fulfilled its responsibility under this Lease as to insurance notwithstanding that the insurance for the time being in force is subject to exclusions and conditions which are usually required by insurers and which cannot be omitted on reasonable terms and (without prejudice to the generality of the foregoing) the Lessor shall not be responsible for effecting any insurance repair or rebuilding under the provisions herein contained against or in respect of damage caused by a peril which is for the time being uninsurable or which can only be insured at a premium which in the view of the Lessor is excessive

13.

13.1 If so reasonably required by the Lessee the Lessor will at the written request of the Lessee enforce by all reasonable means available to the Lessor the covenants entered into and to be entered into by each of the lessees of the other flats in the Building **PROVIDED THAT**

The Lessee indemnifies fully the Lessor against all costs and expenses of such enforcement including adverse costs awarded against the Lessor and the Lessor's costs and expenses of obtaining advice prior to enforcement whether or not the Lessor decides to take such enforcement action and

The Lessor shall not be required to incur any legal or other costs under this clause unless and until such security as the Lessor in its absolute discretion may from time to time require shall have been given by the party requesting action

13.2 This paragraph 13 will not apply in respect of the tenant's alteration covenant noted in clause 3.22(a) where the Lessor has provided its consent to any alterations which, without such consent, would be in breach of that clause and any action taken by the Lessor in this respect will be entirely at its discretion

14. If at any time during the Term the number of flats in the Building paying towards the Service Charge of the Building changes and therefore the Service Charge Percentage is no longer appropriate to the Flat the Service Charge Percentage shall be varied with effect from the beginning of the Lessor's financial year following the date of service of written notice by the Lessor on the Lessee of such event and all references to the relevant Service Charge Percentage shall be construed as so varied **PROVIDED ALWAYS** that any dispute as to the Service Charge Percentage shall be determined by a single arbitrator to be agreed upon by the Lessor and the Lessee or at the request of any of them to be nominated by or on behalf

of the President for the time being of the Royal Institution of Chartered Surveyors or any such replacement body in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

15. This lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts and the Lessee hereby irrevocably and unconditionally submits to the jurisdiction of the English Courts and agrees and declares that his address for service of all proceedings and notices in England is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Lessor has received written notice from the Lessee nominating an alternative address for service which shall be in England
16. Notwithstanding the provisions of paragraph 14 of this Schedule the submission by the Lessee to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of the Lessor to take proceedings against the Lessee in whatsoever jurisdiction it shall deem fit nor shall the taking of proceedings in any jurisdiction (including without limitation the enforcement or execution of any order or judgment which may be made or given in such proceedings) against any property whatsoever (irrespective of its use or intended use) and wheresoever situated limit the right of the Lessor to take further proceedings in any other jurisdiction
17. Reference to the lease of the Flat in any car parking licence locker/store room licence or security deposit deed ancillary to the use of the Flat in existence on the date hereof shall be deemed from the date hereof to be reference to this lease in all other respects the said licences and deeds shall continue in full force and effect

SCHEDULE 6 - Service Charge Administrative Provisions and Regulations

1. The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the Certificate") signed by the Lessor's accountants or auditors as soon after the end of the Financial Year as may be practicable and shall relate to such year in the manner as hereinafter mentioned
2. A copy of the Certificate for the Financial Year shall be supplied by the Lessor to the Lessee with the account of the Service Charge given to the Lessee in accordance with paragraph 5 below
3. The Certificate shall contain a full true and accurate summary of the expenses and outgoings incurred by the Lessor during the Financial Year to which it relates together with a summary of the relevant details of figures forming the basis of the Service Charge and the Certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence (save for manifest error) for the purposes hereof of the matters which it purports to certify
4. On the 25th of March and the 29th of September each year or on such other days of the year as the Lessor shall in its absolute discretion from time to time determine the Lessee shall pay to the Lessor on account of the Service Charge
 - a) one half (or such other proportion as may be applicable) of the Lessor's estimate of the Service Charge for that Financial Year and in addition
 - (b) any further Service Charge reasonably required by the Lessor to be paid at any time throughout the Financial Year for expenses which the Lessor plans to spend or has already spent in that Financial Year but for which it holds insufficient funds
5. 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 (if any) Service Charge payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid forthwith by the Lessee to the Lessor the amount of the Service Charge as aforesaid or any balance found payable and any amount which may have been overpaid by the Lessee by way of Service Charge shall be credited to the Lessee
6. The Certificate shall include the opening and closing balance of any reserve fund collected by the Lessor in accordance with the terms of this Lease as well as full details of any monies going in and out of the reserve fund account

SCHEDULE 7 - Insurance

1. To keep the Building and any flat therein insured (unless such insurance shall be vitiated by any act or default of the Lessee or any party claiming through the Lessee) against loss or damage by fire storm tempest and (if possible) aircraft and explosion and all usual comprehensive risks and such other risks as the Lessor may in its discretion think fit to insure against with an insurer of repute in such sum as shall be considered by the Lessor's surveyor to be the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the Building and reinstatement thereof and (subject to such excesses exclusions or limitations as the insurer may require and which are not excessive in the UK insurance market for properties of the nature of the Building) and to produce to the Lessee on demand (and on payment of a proper fee for the production and copying thereof) the policy of insurance and the receipt for the last premium in respect thereof and if the Flat or any other part of the Building reasonably required for the use of the Flat in accordance with this lease shall be destroyed or damaged by any of the insured risks then to cause all monies received (other than in respect of loss of rent) in respect of any such insurance as aforesaid to be paid out with all convenient speed in rebuilding repairing or otherwise reinstating the Building or the part thereof so destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the costs of such rebuilding repairing or reinstatement as hereinbefore mentioned **PROVIDED THAT** the Lessor shall be under no liability to the Lessee under this clause to make good to the Lessee any deficiency of such insurance monies by reason of the premium for the insurance of the Building having been increased on account of any thing or matter done or brought thereon of which notice shall not have been given by the Lessee to the Lessor in accordance with clause 3.28 hereto and **FURTHER PROVIDED THAT** if the Lessor is prevented from so reinstating the Flat or any of the Common Parts reasonably required for the use of the Flat in accordance with this Lease the Lessor shall be relieved from such obligation and all relevant insurance money shall (subject and without prejudice to the rights of any other interested parties) be held by the Lessor upon such trusts for the Lessor the Lessee and the other owners of units within the Building in such proportions as shall be agreed having regard to their respective interests in the Building and in case of any dispute as to the terms of such trusts the same shall be determined by a single arbitrator to be agreed upon by the Lessor and by the Lessee or at the request of any of them to be nominated on behalf of the President for the time being of the Royal Institution of Chartered Surveyors or any such replacement body in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
2. To effect or procure to be effected such additional insurance as the Lessor shall deem reasonable in connection with the Building or any part thereof including without limitation insurance cover relating to:

- (a) liabilities in respect of property owner's and third party risks in such sum as the Lessor shall reasonably require
- (b) all plant machinery equipment fixtures fittings furniture soft furnishings and any other items at the Building and in the ownership of the Lessor
- (c) all employees and contractors of the Lessor
- (d) all funds held by the Lessor in respect of the Building against misappropriation fraud or any other use or misuse not provided for under the terms of this Lease
- (e) such directors and officers insurance which the Lessor shall from time to time in its absolute discretion deem reasonably necessary
- (f) alternative accommodation for lessees in the event that their flats are uninhabitable

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year above written

EXECUTED as a deed by)
THE PRYORS LIMITED)
in the presence of)
)

.....
Director

.....
Director/Secretary