

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986
LEASE OF PART

LONDON BOROUGH : Camden
TITLE NUMBER :
PROPERTY :

THIS LEASE is made the day of 200

BETWEEN:

- (1) NUGENTWAYS LIMITED whose registered office is situate at 25 Moorgate, London EC2R 6AY ("the Landlord")
- (2) BUTA LIMITED whose registered office is situate at 25 Moorgate, London EC2R 6AY ("the Company")
- (3)

OPERATIVE PROVISIONS

Definitions

In this lease (unless the context otherwise requires or admits) the following words shall have the following meanings:

"Building" the freehold property consisting of the flats,

rooms and garages known as London
NW3

"Estate" the houses, blocks of flats, gardens and
 ornamental gardens known as "The Hampstead
 Estate" as defined in the Conveyance to the
 Landlord dated 29th September 1976 which
 includes the Building

"Flat" NW3 shown edged red for the purpose of
 identification only on plan no. 1 annexed together
 with (1) the plaster on the ceilings and the surface
 flooring (2) the surfaces of any structural walls of
 the Flat (3) the windows the window frames and
 appurtenances thereto (4) all drains pipes cables
 wires serving exclusively the Flat and where
 applicable the definition of Flat includes the
 Garden and/or Garage BUT EXCLUDING from
 the Flat the main structural parts of the Building

"Garden" (if any) the land shown edged green for the
 purpose of identification only on the plan annexed
 hereto

"Garage" (if any) the garage or parking space (so marked)
 and shown coloured red for the purposes of
 identification only on plan no. 2 annexed hereto

The expressions "the Landlord" and "the Tenant" where the context so admits includes
respectively their successors in title

Where the Tenant consists of one or more persons all covenants by and with the Tenant shall be
deemed to be by and with such persons jointly and severally

1. Demise

In consideration of the payment by the Tenant of the rent and the covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the Landlord HEREBY DEMISES unto the Tenant ALL THAT the Flat TOGETHER ALSO with the appurtenances thereto and TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto Subject as therein mentioned EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the Flat unto the Tenant for a term of NINE HUNDRED AND NINETY NINE YEARS commencing on the 29th September 1976 YIELDING AND PAYING therefor yearly during the said term FIRSTLY the rent of a peppercorn (if demanded) and SECONDLY by way of additional rent the insurance rent payable pursuant to clause 4.15 hereof (hereinafter together called "the rent")

2. Appointment of Company

The Landlord hereby appoints the Company to act for the Landlord and reserves the right to carry out any of the Landlord's obligations through the medium of the Company as hereinafter set out

3. The Tenant HEREBY COVENANTS with the Landlord and separately covenants with the Company and with and for the benefit of the owners occupiers and tenants from time to time during the currency of the term hereby created of any other parts of the Building that the Tenant and the persons deriving title under the Tenant will at all times hereafter observe the restrictions set out in the Third Schedule hereto

4. Tenant's covenants with the Landlord and the Company

The Tenant HEREBY COVENANTS with the Landlord and separately covenants with the Company as follows:-

4.1 Rent

To pay the rent during the term granted at the times and in manner aforesaid without any deduction or set off whether legal or equitable

4.2 Outgoings

To pay all rates taxes assessments charges impositions and outgoings which may at any time during the term hereby granted be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportions of such taxes assessments charges impositions and outgoings attributable to the Flat

4.3 Repair

Subject to the responsibilities of the Landlord and/or the Company contained in the Fourth Schedule hereto to maintain uphold and keep:-

4.3.1 the Flat and all walls (except load bearing walls) therein

4.3.2 all flights of steps included in the Flat

4.3.3 all walls (including party walls) within or bounding the Garden (if any)

4.3.4 the Garage (if any) together with the driveway/accessway leading thereto which forms part of the Tenants demise

in good and substantial repair and condition excepting damage caused by insured risks under the policy of insurance maintained by the Landlord in respect of the Building unless the said policy shall have been vitiated by any act or default of the Tenant

4.4 Redecoration

In every seventh year of the said term and during the last year thereof (whether determined by effluxion of time or otherwise) to paint and decorate the interior of the Flat to the reasonable satisfaction of the Landlord

4.5 Inspection

To permit the Landlord and the Company and those authorised by either of them at all reasonable times on 48 hours written notice except in case of emergency to enter into and upon the Flat or any part thereof:-

- 4.5.1 to view and examine the state and the condition of the Flat;
- 4.5.2 to exercise any of the rights excepted and reserved by this Lease;
- 4.5.3 to comply with obligations owed by the Landlord or the Company under this Lease or to third parties;
- 4.5.4 to take inventories or schedules of the Landlord's fixtures

4.6 Compliance with notices to remedy

- 4.6.1 Forthwith to comply with any notice given by the Landlord requiring the Tenant to remedy any breach of the Tenant's covenants found upon any such inspection referred to in clause 4.5
- 4.6.2 If the Tenant shall not within a reasonable time comply with any such notice to permit the Landlord or the Company to enter the Flat to remedy any such breach
- 4.6.3 To pay the Landlord and the Company on demand all the costs and expenses properly incurred by either of them under the provisions of this sub-clause which sums shall be recoverable by action or at the option of the Landlord as rent in arrears

4.7 Alterations

Not to make any structural alterations or structural additions to the Flat nor to erect any new buildings thereon or remove any of the Landlord's fixtures without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed

4.8 Town and Country Planning

- 4.8.1 Not without the Landlord's permission to carry out any development within the meaning of Town and Country Planning legislation
- 4.8.2 Within seven days of receiving any documents relating to planning or any other matter which might affect the Landlord to give particulars to the Landlord and to join in with the Landlord in making such objections or representations in respect of such documents as the Landlord may reasonably require

4.8.3 Not to contravene any of the provisions of Town and Country Planning Legislation

4.9 Landlord's Costs

4.9.1 To pay on demand all proper costs charges and expenses (including legal costs on a full solicitor and own client basis and surveyors' fees on usual professional scales and bailiffs costs) of and incidental to

4.9.2 the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

4.9.3 the recovery of the rent and other sums hereby reserved and made payable if the same are not paid at the times hereby provided

4.9.4 any schedule relating to any want of repair to the Flat whether served during or after the determination of the term hereby granted

4.9.5 the preparation and completion of any Deed of Covenant pursuant to the provisions of Clause 4.11 hereof

4.9.6 the preparation and completion of any licence granted pursuant to the terms hereof

4.10 Copy Notices

Forthwith after service upon the Tenant of any notice affecting the Flat served by any person body or authority (other than the Landlord) to deliver a true copy thereof to the Landlord and if so required by the Landlord to join with the Landlord in making such representations to any such person body or authority concerning any proposals affecting the Flat as the Landlord may consider desirable and to join with the Landlord in any such appeal against any order or direction affecting the demised premises as the Landlord may consider desirable

4.11 Assignments and Underlettings

4.11.1 Not at any time during the term hereby granted to assign underlet charge or part with the possession of part only of the Flat

- 4.11.2 Not during the last seven years of the term hereby granted to assign underlet or part with the possession of the Flat or the said fixtures and fittings (if any) without the previous consent in writing of the Landlord such consent not to be unreasonably withheld
- 4.11.3 Within one calendar month after such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Landlord's solicitors a certified copy of every transfer of this Lease or mortgage or legal charge of this Lease of the Flat or any part thereof and also of every Probate Letters of Administration Order of Court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted for the purpose of registration and for such registration to pay such solicitors a reasonable fee (including VAT) in respect of each such document or instrument so produced and to deliver to the Landlord each Deed of Covenant hereinafter referred to And at the same time to lodge with the Company the Share Certificate relating to the share of the Company Together with a Transfer of such share duly stamped into the name of the person to whom the title of this Lease shall have devolved
- 4.11.4 The Tenant shall ensure that:-
- 4.11.4.1 the assignee or transferee shall irrevocably apply for membership of the Company; and
- 4.11.4.2 the assignee or transferee shall execute a Deed of Covenant with the Landlord and the Company that the assignee or transferee and their respective successors in title will at all times from the date of the assignment or transfer pay all rent becoming due and all sums payable under the terms of this Lease and perform all the covenants restrictions and stipulations herein contained and on the part of the Tenant to be observed and performed to the same extent as if the assignee or transferee were the original tenant hereto
- 4.11.5 Not to assign the Flat or any part thereof to a company or other corporate body Provided Always that the prohibition contained in this clause 4.11.5 shall not apply to an assignment to a mortgagee company to facilitate the mortgagee company's exercise of its power of sale
- 4.11.6 Save only in the following circumstances not to assign the Flat or any part thereof to any person already holding a lease of premises forming part of the Estate:

4.11.6.1 Where the assignee can show to the Landlord or directors of the Company that the said assignee is using best endeavours to sell the assignee's existing premises

4.11.6.2 Where the Tenant intends to exchange the Flat for other premises forming part of the Estate

4.12 Access to Flat

At all reasonable times during the said term on 48 hours prior written notice except in emergency to permit the Landlord and the Company and their tenants with workmen and others to enter into and upon the Flat or any part thereof for the purpose of repairing any part of the Building and/or other adjoining or contiguous premises and for the purpose of making repairing maintaining supporting rebuilding cleansing lighting and keeping in good order and condition all roofs foundations damp courses sewers drains pipes cables water courses gutters wires party or other structures or other conveniences belonging to serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Flat or any other part of the Building in respect whereof the Tenant or occupier shall have made default in paying the share of the water rate attributable to the Flat the Landlord or the Company or their tenants (as the case may be) making good all damage occasioned thereby to the Flat

4.13 Yield up in repair

At the expiration or sooner determination of the said term peaceably to surrender and yield up to the Landlord all and singular the Flat together with all additions thereto and all Landlord's fixtures and fittings (if any) in good and tenantable repair and condition

4.14 Interest

To pay interest at the rate of four per centum per annum above the base lending rate for the time being of Barclays Bank Plc (or such other bank which is a member of the Committee of London or Scottish Clearing Banks as the Landlord may appoint from time to time) (or such other rate replacing the same by reference to which such Bank determines its rates of interest) on all rent and other sums which have not been paid within 90 days of the due date or the date of issue of a

payment demand (whichever is the later) or which shall not be accepted by the Landlord so as not to waive any existing breaches of covenant 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 Landlord be recoverable by action or as rent arrears

4.15 Insurance Rent

To pay to the Landlord forthwith on demand by way of additional rent a proportionate part to be determined by the Landlord's surveyor of the sum or sums (including the cost of periodic valuation for insurance purposes) which the Landlord shall from time to time pay for keeping the Building (including works of alteration carried out by the Tenant) insured pursuant to the Landlord's covenant for insurance contained in clause 6.4 hereof

5. Further Tenant's Covenants

The Tenant HEREBY COVENANTS with the Landlord and the Company and with and for the benefit of the owners occupiers and tenants from time to time during the currency of the term hereby granted of the other parts of the Building that the Tenant will

5.1 Repair maintain uphold and keep the Flat so as to afford all necessary support shelter protection and access to the parts of the Building other than the Flat except insofar as this shall be the responsibility of the Company and the Landlord under the Fourth Schedule hereto

5.2 Not to do or permit to be done any act or thing which may render void or voidable the Policy or cause a higher premium to be payable

6. Landlord's Covenants

The Landlord COVENANTS with the Tenant to the intent that the Landlord shall cease to be liable in respect of the said covenants after the Landlord has parted with its interest in the reversion immediately expectant on the term hereby granted as follows:-

6.1 Quiet Enjoyment

That the Tenant paying the rent hereby reserved and performing and observing the several

covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Landlord or any person rightfully claiming under or in trust for it

6.2 Imposition of similar covenants

That the Landlord will require the persons to whom they shall hereafter transfer or grant a lease or leases of flats garages and rooms comprised in the Building or the Estate to covenant to observe the restrictions set forth in the Third Schedule hereto and to enter into covenants and stipulations similar to those contained in Clause 4 and 5 hereof AND until the Landlord does so transfer or grant such lease or leases the Landlord will contribute the requisite amounts over and above those contributions by the Tenant and the other Tenants of the Building towards the costs and expenses incurred by the Company in complying with the Fourth Schedule hereto

6.3 Enforcement of tenants' covenants

That (if so required by the Tenant) the Landlord will enforce the covenants similar to those contained in Clauses 3 4 and 5 hereof entered into or to be entered into by the transferees or tenants of the other parts of the Building or the Estate upon the Tenant indemnifying the Landlord against all reasonable costs and expenses in respect of such enforcement (including in the case of any litigious proceedings the costs and expenses incurred as between a solicitor and client) and first providing such security in respect of costs and expenses as the Landlord may reasonable require

6.4 Insurance

6.4.1 The Landlord will at all times during the said term insure and (unless the policy or policies of insurance shall be vitiated by the neglect or default of the Tenant) keep insured the Building (and shall on demand and at the Tenant's expense produce such policy and insurance receipt) against comprehensive risks including loss or damage by fire and all other risks usually described as property owners liability and such other risk (if any) as the Landlord or its agents may think fit in a sum equal to the full reinstatement value of the Building at the time of each annual renewal plus architects surveyors and all other professional fees (if any) and also two years' loss of rent ("the Policy")

6.4.2 As often as the Building or any part thereof shall be destroyed or damaged by fire or any other insured risk forthwith to build repair redecorate or reinstate the same in good and

substantial manner or at the Landlord's discretion to call upon the Company to so build repair and reinstate as aforesaid and if the money to be received under the Policy shall be insufficient for that purpose to make good the deficiency out of the Landlord's own monies provided always that if there shall be any dispute as to the apportionments between the Tenant and the Landlord the decision of the Landlord's surveyor shall be binding on all parties hereto

6.5 Empty Flats

While any of the other flats in the Building shall not for the time being be let under a lease on the same terms as this Lease (mutatis mutandis) the Landlord shall be liable to make such payments and observe and perform such obligations as the tenant of such flat would be liable to make observe and perform if such flat were so let

6.6 Company's obligations

That should the obligations and duties imposed upon the Company in this Lease be not adhered to by the Company and should the Company default then the Landlord will carry out all the obligations so imposed upon the Company

7. Company's Covenants with the Tenant

Subject to the due performance by the Tenant of the Tenant's obligations to contribute to the costs charges and expenses of the Landlord and the Company as herein provided the Company HEREBY COVENANTS with the Tenant that it will carry out the works or other matters to perform and observe the obligations and each of them set out in the Fourth Schedule hereto PROVIDED ALWAYS that the Company shall not in any circumstances be responsible for any damage caused by any defect in the Building or any part of the Building or in any fixture or in the garden and paths fences roads pipes wires cellar drains sewers or services thereof in respect of any damage caused by any defect in or repair needed thereto unless and until notice in writing of any such defect or want of repair has been brought to the notice of the Company and the Company has failed to make or remedy the same within a reasonable time after the receipt of such notice BUT PROVIDED FURTHER that the Company shall not be responsible for any injury accident nuisance loss or damage which may at any time be done or occasioned to the Tenant or the Tenant's visitors servants or other or to the Flat or any property thereon by reason of:

- 7.1 any neglect or default of any occupier of any other part of the Building; or
- 7.2 any cessation or breakdown of any service over which the Company has no control save only that this proviso shall not apply where any injury damage cost claim and demand is caused by an insured risk under the Policy which shall have been vitiated by the act or default of the Tenant

8. Company's Covenants with the Landlord

The Company HEREBY COVENANTS with the Landlord to perform and observe the obligations and each of them set out in the Fourth Schedule and in the event of the Company failing to perform and observe the said obligations or any of them hereby authorises the Landlord as the Company's agent to perform and observe the said obligations or any of them and to recover from the tenants of the Building and each of them the due proportion of the costs charges and expenses so incurred by the Landlord as agents of the Company PROVIDED ALWAYS that the Landlord may at any time serve notice on the Company specifying any want of repair or decoration which it deems reasonably necessary to be effected under the Company's obligations set out in the Fourth Schedule hereto and the Company shall within two months after the giving of such notice make good all such defects and wants of repair or decoration to the satisfaction of the Landlord or the Landlord's surveyor or agent for the time being

9. Service Charge

- 9.1 The Company shall from year to year after the 29th September 1976 and thereafter make an estimate ("the estimate") of the costs to be incurred by the Landlord and the Company in and about the performance of the covenants and conditions on the part of the Landlord or the Company herein contained for each year such estimate to be made as soon as reasonably practicable after the 31st May in each year of the said term and in respect of the estimate the Company shall take into account all costs relating to the management of the Estate including the costs expenses outgoings and matters referred to in the Fourth Schedule hereto
- 9.2 The Tenant hereby covenants with the Company that the Tenant shall pay to the Company by two equal payments on the 1st July and the 1st January in each year such sum being part of the amount of the estimate in the proportions as set out in such estimate the proportion to be calculated in the manner set out in sub-clause 9.6 hereof the first payment to include a proportion for the period from the date hereof to the 30th June,

PROVIDED ALWAYS and it is hereby agreed and declared that if the Company (in the case of emergency) requires payment of the sum due in any year or if additional sums are required to enable the Company to perform its covenants hereunder whether in respect of any period before or after the estimate then the Tenant covenants to pay the Company such sum as the Company's accountants certify in the same proportion as above as necessary within 21 days of notice being served on the Tenant

- 9.3 Any sum of money payable by the Tenant to the Company under the provisions of the last preceding sub-clause hereof shall be deemed to be a debt due to the Company from the Tenant as from the date upon which any such sums of money shall be due and shall bear interest as provided for in clause 4.14 as the Tenant hereby acknowledges and admits
- 9.4 The Company shall keep an account of income received and of the expenditure incurred by the Company in each year ending on the 30th June in respect of the performance of the said covenants and conditions and the costs expenses outgoings and matters referred to in the Fourth Schedule hereto or otherwise imposed on the Tenant and such account shall be open to inspection by the Tenant after reasonable notice in writing to the Company and as soon as reasonably practicable the said account of expenditure shall be certified by the Company's accountants and such certificate shall be conclusive evidence of all expenditures recorded therein PROVIDED ALWAYS that the said monies so paid by the Tenant under clause 9.2 will be used to maintain the Estate as a whole including the Flat and the Company will on the certification of such accounts and estimates account fully to the Tenant for all monies so expended on the Estate and the Tenant can object (such objection not to be unreasonable) to such estimate and accounts whereupon the objection will be referred to arbitration in accordance with clause 10 but this proviso will apply only so far as the Tenants own contribution and estimate is concerned and not to the estimate and charge for the Estate as a whole
- 9.5 In performing its covenants herein contained the Company shall be entitled in its discretion to employ on such terms and conditions as it shall decide such caretakers porters maintenance security personnel gardeners managing agents surveyors solicitors and accountants and other persons as it may from time to time consider necessary
- 9.6 The proportion attributable to the Flat will be calculated as follows:-

- 9.6.1 Insofar as the expenditure is attributable to the administrative obligations contained in this clause 9 and the obligations of the Landlord and/or the Company set out or arising from Part I of the Fourth Schedule or otherwise imposed in the Lease the proportion payable shall be that proportion of such expenditure which the floor area of the Flat bears to the total floor area of all the flats on the Estate the reversion of which is then vested in the Landlord
- 9.6.2 Insofar as the expenditure is attributable to the obligations of the Landlord and/or the Company set out or arising from Part II of the Fourth Schedule the proportion payable shall be that proportion of such expenditure which the floor area of the Flat bears to the total floor area of all the flats in the Building
- 9.6.3 Insofar as the expenditure is attributable to the obligations of the Landlord and/or the Company set out or arising from Part III of the Fourth Schedule the proportion payable shall be that proportion of such expenditure which the floor area of the Flat bears to the total floor area of all of the Flats within the Building which benefit from the said obligations
- 9.6.4 For the purpose of calculating the floor area of the Flat any Garden and/or Garage shall be excluded
- 9.7 The Company shall pay all sums paid in accordance with this clause 9 into a maintenance account and shall pay thereout all monies properly payable as aforesaid and shall hold the balance (if any) in the maintenance account upon trust to apply the same for the purpose aforesaid and shall account to the Tenant or any one or more of the tenants for the time being of the Flat or the Building (as appropriate) for such balance by the end of the year following the financial year in which the expenditure has taken place or by the date of certification by the Company's accountants whichever is the sooner so that the Tenant will not pay over and above the proper and due proportion of the amounts actually expended by the Landlord or the Company in accordance with this clause
- 9.8 For the purpose of calculating the proportion mentioned in sub-clause 9.6 hereof the Landlord and/or the Company shall be assessed as if it were the occupier where the actual occupier is not liable to pay a service charge or maintenance charge or where any flat or maisonette in a block of flats or house is vacant such assessment to be paid in accordance with clause 9.6 hereinbefore contained

10. Arbitration

If at any time hereafter before or after the expiration or sooner determination of the said term any dispute doubt or question shall arise between the parties hereto or any of them touching the construction meaning or effect of this Lease or any clause or thing herein contained or their respective rights or liabilities under this Lease or otherwise in relation to the demised premises then such dispute doubt or question shall be referred to the arbitration of an independent person to be appointed in default of agreement by the President for the time being of the Law Society and this Lease shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

11. Re-entry

PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the rent hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord 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 Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions herein contained

12. Party Walls

IT IS HEREBY DECLARED that every internal wall separating the Flat as the case may be from an adjoining flat or other property shall be a party wall severed medially

13. Certification of Value

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount of value or the aggregate amount or value of the consideration (other than rent) exceeds SIXTY THOUSAND POUNDS (£60,000)

14. It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Parties hereto have signed this instrument as their deed in the presence of the persons mentioned below the day and year first above written

THE FIRST SCHEDULE
Easements rights and privileges

1. Full right and liberty for the Tenant and all persons authorised by the Tenant (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes to go pass and repass over and along any common forecourt and any common entrance ways passageways lifts landings and staircases forming part of the Building
2. Where there is a communal garden attached to the Building a right to use such garden for recreation purposes only and not to cause any nuisance annoyance or damage in respect of exercising such right
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the side and roof thereof
4. Access to any existing meters in the Building which relate to services supplied to the Flat for the purposes of inspection maintenance and repairing thereof
5. 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
6. The right for the Tenant with servants workmen and others at all reasonable times on three days' previous notice in writing to the Landlord or the tenants of other parts of the Building (except in the case of emergency) to enter into and upon other parts of the Building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused forthwith
7. The benefit of the restrictions contained in the lease of any other flat comprised in the Building granted or to be granted

THE SECOND SCHEDULE

Exceptions and Reservations

There is Excepted and Reserved in fee simple out of this Lease to the Landlord the Company and the owners and tenants of any other parts of the Building and also in the Landlord's adjoining property:-

1. All easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 5 and 6 of the First Schedule to this Lease
2. Access to any existing meters in the Flat which relate to services supplied to the Flat or other parts of the Building for the purpose of inspection maintaining and repairing thereof
3. The right for the Landlord and the Company with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into the Flat and upon other parts of the Building for the purpose of repairing maintaining renewing or rebuilding the Flat or any part of the Building giving subjacent or lateral support shelter and protection to the Flat

THE THIRD SCHEDULE

Restrictions imposed in respect of the demised premises

1. Not to use the Flat or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse [and private garage] [and garden] only nor for any purpose from which a nuisance or annoyance can arise to the owners tenants and occupiers of other parts of the Building nor to the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable the policy of insurance maintained by the Landlord in respect of the Building or any policy of insurance on any building in or part of the Estate or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish 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 from the windows of the Flat
4. No piano pianola gramophone radio television loudspeaker or mechanical or other musical instrument [or other device for the reproduction of sound] of any kind shall be played or

used nor shall any singing be practised or noise made in the Flat so as to cause annoyance to the owners tenants or occupiers of other parts of the Building or so as to be audible outside the Flat between the hours of eleven p.m. and nine a.m.

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

6. No bird dog or other animal or reptile which may cause annoyance to any owner lessee or occupier of the other parts of the Building shall be kept in the Flat

7. No external wireless or television aerial or other receiving device shall be erected save at the Company's discretion

8. To observe and perform the stipulations covenants and conditions under which the Landlord holds the Building

9. Not to obstruct or litter any common forecourt and any common entrance ways passageways lifts landings and staircases forming part of the Building (and any internal or external accessway to the Building)

10. In respect of any garden included in this demise to properly maintain and cultivate and keep the same in good and tidy condition including the shrubs and trees and not to lop cut or main any such shrubs and trees without the previous consent of the Landlord

11. All floors in the Flat shall be satisfactorily maintained and satisfactorily sound and vibration insulated so as not to cause annoyance

12. Not to hang any washing from any window of the Flat or on any balcony of the Flat

13. In respect of the Garage (if any) to use the same for private domestic use only and not to carry out any car repairs in or on the same

THE FOURTH SCHEDULE

Part I

Services supplied to the estate by the Landlord and the Company

1.1 Roofs

All works to roofs ranging from roof replacements to small repairs including (but not limited to):-

Works to chimney stacks eaves soffits gutters fascias and all roof flashings dormer constructions single storey extension roofs and bay roofs skylights and roof enclosed patio areas

Also including all related costs arising from works to roofs including temporary rehousing of occupants if necessary

1.2 Damp Proofing

All works necessary to protect against rising damp from ground including (but not limited to) chemical injection damp proof courses internal and external waterproof renders when associated with and required as part of the above and any sheet damp proof course or membrane used for the same purpose

Including (but not limited to) works related to the above such as redecoration and removal of fixtures and fittings and their reinstatement after works have been carried out and including (but not limited to) works and costs arising from the failure or lack of adequate damp proof course to include (but not limited to) temporary rehousing of tenants if necessary

1.3 Rot and Infestation

All works necessary to eradicate dry and wet and other rot and insect infestation and prevent its recurrence together with associated reinstatements and redecorations. All works and costs arising from rot problems following a building failure caused by dry rot and all related costs to include (but not limited to) temporary rehousing of tenants if necessary

1.4 Subsidence

All works arising from the established cause of subsidence including (but not limited to) underpinning crack stitching all superstructure and substructure repairs and making good plasterwork and all related costs arising from subsidence to include (but not limited to) temporary rehousing of tenants and removal and reinstatement of fixtures and fittings and redecorations

1.5 Repairs

Including (but not limited to) the tying in of walls where structurally necessary whether due to age movement or lack of original ties any work to structural beams, lintels columns and supports or the main structure and foundations of any Building which require works other than routine maintenance which if not carried out might result in the collapse of any part of any building on the Estate

The structural repair and replacement of flights of steps providing general access to the buildings on the Estate

1.6 Drains

The repair and replacement of all underground drainage from the point of entry into the ground to the juncture with the main sewers but not including works to the main sewers

The repair or replacement of gullies and manhole covers

1.7 Walls

The rebuilding and structural repair of garden walls which are retaining walls

1.8 Trees

The pruning or lopping or felling of trees where the tree is either damaging or likely to damage any house block estate structure or hard landscaping but excluding pruning lopping or felling to be carried out for aesthetic purposes

1.9 Water Supply

The repair or replacement of pipes for the supply of water to any building on the Estate when the cost of such repair or replacement does not lie with the water company or other similar body

2. The Company will pay all water rates assessed or charged upon the Building or Estate and further pay all rates taxes insurance premiums and outgoings electricity charges and impositions in respect of those parts of the Estate (including common parts) that are not included in any individual lease to a tenant

3. The Company will pay and discharge all accounts for all works and services executed or undertaken by any firm company or person engaged or employed by the Company in its performance and observance of its obligations and each of them under this Schedule and further

the wages and remuneration of such staff employed by the Company as herein provided whose wages and remuneration shall be such as shall from time to time be determined by the Company as fair and equitable

4. The Company will (without prejudice to the foregoing) do or cause to be done all such works installations acts matters and things as may be in the Company's reasonable discretion be necessary or advisable for the proper maintenance safety amenity and administration of the Estate

Part II
Services Supplied to the Building by the Landlord
and the Company

1.1 External Fabric

All maintenance and repairs to the external fabric of the Building and its external communal area other than those covered by repairs referred to in Part I of this Schedule including (but not limited to):

Painting and repairing of the walls windows doors porticoes steps downpipes and all above ground pipework and the painting and routine maintenance of flights of steps providing general access to the Building

Unblocking and cleaning of drains, gullies and manholes

1.2 Internal

All maintenance and repairs to internal pipework tanks general services which supply or serve the Building

Maintenance repair and redecoration of any internal communal area which is not part of a common entrance area

1.3 Communal Gardens

The upkeep of communal gardens paving and other external areas including (but not limited to) maintaining and decorating the approach to the Building bin stores communal walls garden steps gates and railings

1.4 Walls

Subject to the provisions of clause 1.7 of Part I of the Fourth Schedule:

1.4.1 the rebuilding repair and maintenance of communal garden walls forming part of the Building

1.4.2 the rebuilding repair and maintenance of garden walls forming part of a flat in the Building where the walls adjoin a public footpath or communal accessway to the Building

2. The Company will well and substantially maintain and repair all party walls and fences belonging to the Building and not forming part of a Flat

3. The Company will in every fifth year of the term decorate the external parts of the Building in the manner in which the same were previously decorated or as near thereto as circumstances permit and in particular will paint the external parts of the Building usually painted with two coats of good paint in a proper and workmanlike manner once in every five years

4. The Company will use its best endeavours to obtain the regular collection and removal by the municipal authority concerned of the Tenant's domestic refuse but without being responsible for the omission or failure of such authority to so collect and remove such refuse and maintain a daily collection from the Flat of such domestic refuse

5. The Company will do and execute or cause to be done and executed all such works as under or by virtue of any Act or Acts of Parliament for the time being in force or any regulations or orders made pursuant thereto and whether directed by any Government Local Statutory or Sanitary Authority or other body howsoever are or shall be directed or necessary to be done or executed upon or in respect of the freehold premises including the Building the Estate or any part thereof other than the Flat (whether by the owner landlord lessee tenant or occupier thereof) and at all times to keep the Landlord indemnified against all claims and liabilities in respect thereof

6. The Company will (without prejudice to the foregoing) do or cause to be done all such works installations acts matters and things as may be in the Company's reasonable discretion be necessary or advisable for the proper maintenance safety amenity and administration of the Building

Part III

Services supplied to part only of the Building by the Landlord and the Company

1.1 Internal

The cleaning painting and general maintenance of the common internal areas to the house or block of flats including pipes cables tanks and wiring which serve these areas only and including provision of carpeting and entryphone system provision of adequate lighting

1.2 The repair maintenance and painting of the inside face of the front entrance door and common area faces of each individual flat door including ironmongery to those faces (but not hinges and locks to the individual flat entrance doors) and also the lock closer and hinges to the front entrance door

2. The Company shall so far as practicable keep clean and reasonably lighted the main entrances common passageways landings staircases lifts and other parts (including all windows in the common parts) of the Building so enjoyed or used by the Tenant in common as aforesaid and keep the same suitably carpeted and furnished (including the renewing from time to time as and when necessary of all carpetings) provided that the Company shall be under no liability for injury to the Tenant or to any other person or persons using the said common parts other than as hereinbefore provided by insurance risks

3. The Company will install at the Building in its discretion and if installed maintain and renew where necessary an entry phone system and pay all the proper charges in connection therewith

4. The Company will install at the Building in its discretion and if installed maintain and renew where necessary a television aerial system and pay all the proper charges in connection therewith

5. The repair maintenance insurance and decoration of any Garage together with any administration costs in relation thereto

6. The Company will (without prejudice to the foregoing) do or cause to be done all such works installations acts matters and things as may be in the Company's reasonable discretion be necessary or advisable for the proper maintenance safety amenity and administration of the Building

EXECUTED under the COMMON SEAL)
of NUGENTWAYS LIMITED in the)
presence of:)

Director

Secretary

EXECUTED under the COMMON SEAL
of BUTA LIMITED in the presence of:

Director

Secretary

EXECUTED by)
SOLOMON in the presence of:)

Witness:

Name:

Address:

Occupation: