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Title Number K684473

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Dated 2nd February 1990

TEMPLELANE PROPERTIES LIMITED

-to-

MR & MRS C EGGLESDEN

L E A S E

Relating to:-
the ground floor of
Shop C 429 Willington Street
Maidstone
in the County of
Kent

We hereby certify
this to be a true copy
of the original.

Ferry & Perry

THIS LEASE is made the

Second

day of

February

One Thousand Nine Hundred and ~~Eighty Nine~~

Ninety

BETWEEN TEMPLELANE PROPERTIES LIMITED whose Registered Office is

at 54 Richmond Road Twickenham Middlesex (hereinafter called

"the Lessor" which expression shall where the context so admits

include the persons for the time being entitled to the reversion

immediately expectant on the determination of the term hereby

created) of the one part and CHRISTOPHER EGGLEDEN and MARILYN

YVONNE EGGLEDEN both of Coachmans Cottage Ulcombe Hill Ulcombe

Maidstone Kent (hereinafter called "the Lessees" which expression

shall where the context so admits include their successors in

title) of the other part _____

WHEREAS

(1) The Lessor is the Registered Proprietor at H. M. Land

Registry under title number K246811 of the freehold property known

as 429 Willington Street Maidstone in the County of Kent

(hereinafter called "the building ") which property consists of

three lock-up shops on the ground floor and one self-contained

flat on the first floor of the building _____

(2) The Lessor has agreed with the Lessees for the grant to

them of the Lease of the premises hereinafter described for a term

of years expiring on 22nd day of March 2083 at the rent and

subject to the terms hereinafter contained at the price of TWELVE

THOUSAND POUNDS (£12,000.00) _____

NOW THIS LEASE made in consideration of the sum of TWELVE THOUSAND

POUNDS (£12,000.00) paid by the Lessees to the Lessor (the payment

whereof the Lessor hereby acknowledges) and of the rent and

Covenants on the part of the Lessees hereinafter reserved and

contained WITNESSETH as follows:- _____

1. THE Lessor HEREBY DEMISES unto the Lessees ALL THOSE shop

premises on the ground floor of the Building and known as Shop C

429 Willington Street aforesaid together with the forecourt to the

*Stamps
£18
Produced*

front of the premises and together with the toilet situate at the rear of the building as the same are for the purpose of identification only and not further or otherwise shown edged red on the plan annexed hereto (hereinafter together called "the demised premises") together with :-_____

- (i) the right to place dustbins/sacks in the area edged green on the plan annexed hereto _____
- (ii) the right to the free passage and running of water gas electricity and soil from and to the demised premises through the pipes wires and drains in under or upon the building _____
- (iii) all rights of shelter support and protection and other easements now enjoyed by the demised premises _____
- (iv) a right of way on foot only along and over the passageway to the side and rear of the building of which the demised premises form part _____
- (v) a right at all reasonable times and upon giving reasonable notice for the Lessees and their servants and workmen to enter upon any other part of the Building (whether comprised in another Lease or remaining in the possession of the Lessor) for the purposes of repairing maintaining or decorating the demised premises or any pipes wires cables or other installations serving the same making good any damage caused thereby AND EXCEPT AND RESERVING unto the Lessor:- _____
- (i) rights of support shelter and protection as now enjoyed by the remainder of the Building _____
- (ii) all easements and similar rights now enjoyed by the remainder of the Building including in particular (but without prejudice to the generality of the foregoing) a right of way for the Lessor and the owners and occupiers of the Building at all times over the forecourt _____

(iii) aright at all reasonable times and upon giving reasonable notice for the Lessor and its servants and workmen and the Lessees of the other parts of the Building and their servants and workmen to enter upon the demised premises for repairing maintaining or decorating the other parts of the Building or any pipes wires cables or other installations serving the same making good any damage caused thereby TO HOLD the same unto the Lessees from the

~~Second~~ day of ~~February~~
~~Ninety~~
One Thousand Nine Hundred and ~~Eighty-Nine~~ for the term of years expiring on the 22nd day of March 2083 PAYING THEREFOR during the first Twenty-Six (26) years of the said term the yearly rent of FIFTY POUNDS (£50.00) per annum during the next Thirty-Three (33) years the yearly rent of ONE HUNDRED POUNDS (£100.00) per annum and during the remainder of the term the yearly rent of ONE HUNDRED AND FIFTY POUNDS (£150.00) per annum by equal quarterly instalments on the usual quarter days in each year without any deduction the first of such payments to be made on the signing hereof and to be a proportion of the said rent from the date hereof to the ~~Twenty-Second~~ day of ~~March~~ next and also YIELDING AND PAYING (by way of further rent) the amount from time to time expended by the Lessor in effecting and maintaining the Insurance of the demised premises in accordance with the covenants in that behalf hereinafter contained such rent to be paid once a year on the quarter ~~day~~ following the date of the payment on which such premium becomes due _____

2. THE Lessees HEREBY JOINTLY AND SEVERALLY COVENANT with the Lessor as follows:- _____

(i) to pay the reserved rents on the days and in manner aforesaid _____

(ii) to pay all existing and future rates taxes assessments and outgoings save Landlord's Property Tax whether parliamentary local or otherwise now or hereafter imposed or charged upon the demised premises or any part thereof or on the Lessor or Lessees respectively PROVIDED ALWAYS that if such outgoings are charged upon the Building without apportionment the Lessees shall be liable to pay the Lessor such proportion of such outgoings as are attributable to the demised premises and the Lessor shall pay and indemnify the Lessees in respect of the remainder of such outgoings _____

(iii) to keep the demised premises and every part thereof in good and tenantable repair and condition throughout the term hereby granted and IT IS HEREBY DECLARED AND AGREED that there is included in this covenant as repairable by the Lessees (including replacement whenever such should be necessary and without prejudice to the generality of the foregoing) the ceiling the floor the foundations and exterior and interior walls of the demised premises and the forecourt and concrete pathway being part of the demised premises _____

(iv) to keep in repair and replace where necessary all systems pipes wires ducts and other things installed for the purposes of supplying water gas or electricity or for the purposes of draining away water or soil from the demised premises insofar as they are installed only for the purposes of the demised premises _____

(v) to permit the Lessor and its duly authorised agents with or without workmen and others at reasonable times and upon giving previous notice in writing (except in case of emergency) to enter into upon and examine the condition of the demised premises and thereupon the Lessor may serve

upon the Lessees notice in writing specifying any repairs necessary to be done and require the Lessees forthwith to execute the same and if the Lessees shall not within three months after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Lessor by the Lessees and be forthwith recoverable by action _____

(vi) not to make any structural alterations to the demised premises without the approval of the Lessor in writing to the plans and specifications thereof and to make all such alterations so approved in accordance with such plans and specification the Lessees shall at their own expense in all respects obtain all necessary licences approvals planning permission and other things necessary for the carrying out of such alterations and comply with the By-laws and building regulations and any other matters prescribed by any competent authority or either generally or in respect of the specific work involved in such alterations _____

(vii) not to do or permit to be done in or upon the demised premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor or the Lessees or occupiers of the other parts of the Building or whereby any Insurance effected for the time being on the Building of which the demised premises forms part may be rendered void or voidable or whereby the rate or premium may be increased _____

(viii) to paint with two coats of paint of good quality in a workmanlike manner all the wood iron and other parts of the demised premises heretofore or usually painted as to

the external work in every third year and as to the internal work in every seventh year time in such case being computed from the date hereof and in each case the painting to be done in the last year of the tenancy as well and after every internal painting to grain varnish french polish distemper wash stop whiten and colour all such parts as have been previously so dealt with and to repaper the parts usually papered with suitable paper of as good quality as that in use at the commencement of the term hereby granted _____

- (ix) during the term hereby granted to observe and perform the restrictions stipulations and conditions set forth in the Schedule hereto _____
- (x) within one month after every assignment assent transfer or underlease of the demised premises to give notice thereof in writing with particulars to the Solicitors of the Lessor and in the case of a devolution of the interest of the Lessees not perfected by an assent within twelve months of the happening thereof to produce to the Solicitors of the Lessor an Office copy of the Probate of the Will or Letters of Administration under which such devolution arose and to pay a registration fee during the first ten years of the term of TEN POUNDS (£10.00) plus VAT in respect of every such assignment assent transfer underlease or devolution plus FIVE POUNDS (£5.00) plus VAT for each additional ten year period _____
- (xi) at the determination of the term hereby granted to yield up the demised premises and all fittings and fixtures therein other than Lessees fittings and fixtures in good and tenantable repair and condition and in accordance with the Lessees covenants herein contained _____

(xii) if and whenever the Lessees shall fail to pay the rent or any other sum due under this Lease within fourteen days of the due date the Lessees shall pay to the Landlord interest on such rent or other money as the case may be from the date when it was due to the date on which it is actually paid such interest to be calculated at an annual rate of 4% above the minimum lending rate fixed from time to time by Lloyds Bank Plc _____

3 THE Lessor HEREBY COVENANTS with 'the Lessees as follows:-

(i) to pay all existing or future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or payable in respect of the remainder of the Building and to keep the Lessees fully indemnified in respect thereof _____

(ii)(a) to pay the amount of the premium from time to time for insuring and to insure and keep insured the demised premises and Building and grounds in the name of the Lessor and the Lessees (and the Lessees' Mortgagee if so requested) in a reputable Insurance Company and through such Agency as shall be nominated by the Lessor against loss or damage (other than in the cause of war invasion or other similar cause) by fire lightning aircraft and articles dropped therefrom and all such other risks (including subsidence and heave) from time to time included in such Insurance Company's Comprehensive Policy and such other contingencies as the Lessor may reasonably require in an amount equivalent to the Lessor's Surveyor's estimate of the full rebuilding and reinstatement cost (including the removal of debris) of the Building three year's loss of rent and all professional fees and charges and will in the event of the Building being damaged apply all moneys received under or by virtue of any such

Insurance in rebuilding or reinstating the Building such Policy of Insurance to include provision for an annual increase in capital cover to such figure as may be recommended from time to time by the said Insurance Company to reflect the increase in the capital value of the Building due to inflation PROVIDED ALWAYS that if the Lessees notify the Lessor in writing that they require the Building to be insured for a higher figure than that estimated by the Lessor's Surveyor it shall forthwith upon the Lessees producing a qualified Surveyor's written report or insurance valuation supporting such requirement increase the cover to the level so required by the Lessees and in any event the Lessees shall be responsible for any shortfall in the event of the rebuilding costs exceeding the insurance moneys available_____

- (b) to keep the Lessor insured in such Company and through such agency as shall be nominated by the Lessor against all liability arising out of any claim made in respect of injury to persons or property (whether in the Building or adjacent property) resulting from the condition of anything forming part of the Building and the grounds at the material time or from the negligence of any person employed by the Lessor_____
- (c) to produce whenever reasonably required to the Lessees the said Lessor's Surveyor's estimate of the full rebuilding and reinstatement cost of the Building the Policies of Insurance and proper evidence of the payment of the current premium in respect of any insurance covenanted to be effected by the Lessor_____
- (d) in the event of the demised premises or any part thereof at any time during the tenancy being damaged or destroyed by fire or otherwise so as to be partially or wholly unfit

for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for habitation and use any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment

in that behalf for the time being in force _____

(iii) the Lessees paying the rents hereby reserved and performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the Lessor or any persons claiming through under or in trust for it _____

(iv) at all times during the continuance of the term granted by the Lease at the request (but in all respects at the cost) of the Lessees to enforce against the Lessees for the time being of the flat and other shops comprised in the building of which the demised premises form part any covenants contained in the Lease by virtue of which those Lessees hold their flat or shop as the case may be the enforcement of which would be for the benefit of the demised premises (including but without prejudice to the generality of the foregoing words or covenants relating to repair maintenance and cleansing and all rights of support protection access and passage) _____

4. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessees herein contained shall not be observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it at

any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any right of action of the Lessor in respect of any breach of the covenants by the Lessees or any of them hereinbefore contained_____

5. 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 or value or the aggregate amount or value of the consideration other than the rent exceeds Thirty Thousand Pounds (£30,000)_____

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first above written_____

THE SCHEDULE

Above referred to:

1. The demised premises shall be used as shop premises only_____

2. The Lessees shall not use the demised premises or permit them to be used for any purposes of an illegal immoral or improper nature injurious to the reputation of the Building_____

3. No musical instrument wireless gramophone television set or other apparatus shall be used in the demised premises in such way or at such a time so as to give annoyance to the Lessor or the occupiers of the other parts of the Building_____

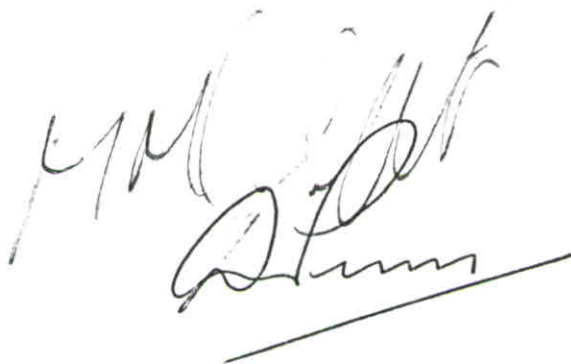
4. All rubbish and refuse from the demised premises shall be deposited in sacks in a dustbin or dustbins provided by the Lessees at their own cost and kept outside the building in such places as may be reasonable and such place shall be kept clean and tidy and no refuse shall be deposited there otherwise than in the said dustbin or dustbins which shall be provided with a lid or lids and shall be kept closed and any defective dustbins shall be at once replaced by the Lessees_____

5. The Lessees shall not erect or place upon the demised premises or any part thereof any wireless or television aerials save in such place as the Lessor may from time to time agree._____

THE COMMON SEAL OF TEMPLELANE

PROPERTIES LIMITED was hereunto

affixed in the presence of:-

A handwritten signature in dark ink, appearing to be 'J.M. [unclear]', with a horizontal line drawn underneath.

Willington Street

Public Footpath



429 Willington St. Maidstone

GROUND FLOOR ~ General Layout