

DATED

2018

NORTHILL PROPERTIES (MILLFIELDS) LIMITED

and

MOORE HOUSE (MILLFIELDS) RESIDENTS LIMITED

and

**ROMAN ELIASOV, OLGA ELIASOVA & MARKO
RADOSAVLJEVIC AS TRUSTEES OF THE WHITECLIFF
PENSION SCHEME**

LEASE

of

Unit 1, Moore House, Millfields Road, London, E5 0BF

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PRESCRIBED CLAUSES

LR1. Date of lease

2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EGL439044

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

NORTHILL PROPERTIES (MILLFIELDS) LIMITED (CRN – 09337958) of Finstock Manor, Witney Road, Finstock, Chipping Norton, OX7 3DG

Tenant

ROMAN ELIASOV, OLGA ELIASOVA & MARKO RADOSAVLJEVIC AS TRUSTEES OF THE WHITECLIFF PENSION SCHEME of 48 Chorley New Road, Bolton BL1 4AP.

Other parties

MOORE HOUSE (MILLFIELDS) RESIDENTS LIMITED (Company Registration No. 110913092) of Finstock Manor, Witney Road, Finstock, Chipping Norton, OX7 3DG (Management Company)

Guarantor – None

LR4. Property

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.

See the definition of "Property" in clause 1.1 of this Lease.

LR5. Prescribed statements etc.

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.

None.

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this Lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

£178,000.00 (one hundred and seventy eight thousand pounds) (exclusive of VAT).

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant'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

None.

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None.

LR9.3 Landlord's contractual rights to acquire this Lease

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements as specified in clause 3 of this Lease.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The easements as specified in clause 4 of this Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property

No disposition of the registered estate by the proprietor of the registered estate (other than a charge) is to be registered without a certificate signed by Moore House (Millfields) Residents Limited (Company Registration Number: 10913092) of Finstock Manor, Finstock, Chipping Norton, Oxon OX7 3DG that the provisions of Clause 19.5 of the registered lease dated have been complied with or that they do not apply to the disposition.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

Dated:

PARTIES

- (1) NORTHILL PROPERTIES (MILLFIELDS) LIMITED (CRN – 09337958) of Finstock Manor, Witney Road, Finstock, Chipping Norton, OX7 3DG (Landlord); and
- (2) ROMAN ELIASOV, OLGA ELIASOVA & MARKO RADOSAVLJEVIC AS TRUSTEES OF THE WHITECLIFF PENSION SCHEME of at 48 Chorley New Road, Bolton BL1 4AP (Tenant) and
- (3) MOORE HOUSE (MILLFIELDS) RESIDENTS LIMITED (Company Registration Number: 10913092) of Finstock Manor, Finstock, Chipping Norton, Oxon OX7 3DG (Management Company)

OPERATIVE PROVISIONS

1. Interpretation

The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

Accounting Year the period from 1 January to 31 December in each year or such other annual period as the Management Company may acting reasonably from time to time determine as being that in which the accounts of the Management Company relating to the Building shall be made up;

Act of Insolvency

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- (c) the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an

administrator, in any case in relation to the Tenant;

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) a winding-up order in respect of the Tenant;
- (g) the striking-off of the Tenant from the Register of Companies
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant dies); or
- (i) the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended);

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a

	tenant or guarantor incorporated or domiciled in such relevant jurisdiction;
Annual Rent	rent of £1 (one pound) per annum (if demanded);
Building	The building on the Estate edged blue on the Plan;
CDM Regulations	the Construction (Design and Management) Regulations 2015 (<i>SI 2015/51</i>);
Common Entrance	the communal entrance to the residential units which contains the Post Box
Contractual Term	a term of 999 years beginning on, and including the date of this Lease and ending on, and including 3017;
Default Interest Rate	4% per annum above the Interest Rate;
Estate	the Building (excluding the Property) and all other land of which the Landlord is the registered proprietor under title number EGL439044;
Expenses	all costs charges and expenses reasonably and properly incurred or to be incurred by the Management Company in performing and carrying out the Management Company's obligations specified in clause 20;
Initial Payment	means an apportioned amount of the estimated Expenses in relation to the Property from completion to the end of the Accounting Year in which completion takes place;
Insurance Contribution	<p>the aggregate in each year of:</p> <p>(a) a fair proportion of the gross cost of the premium before any discount or commission for:</p> <p>(i) insurance of the Estate (as the case may be), other than any plate glass, for its full</p>

reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses; and

- (ii) public liability insurance in relation to the Landlord's interest in the Building or Estate;

(b) insurance premium tax payable on the above.

Insured Risks

means fire lightning aircraft and other aerial devices (including articles dropped from aircraft) explosion terrorism riot civil commotion strikes labour or political disturbance theft or attempted theft malicious damage storm tempest bursting and overflowing of water or oil pipes tanks and other apparatus flood impact by road vehicles earthquake subsidence and heave landslip falling trees branches and aerals accidental damage to underground services and accidental breakage of glass and sanitary ware including all professional fees in connection with any repair rebuilding re-instatement demolition and site clearance costs and public liability arising from the ownership or occupation or user of the Building (including the lifts if any) or such other risks as the Landlord may think fit and **Insured Risk** means any one of the Insured Risks;

Interest Rate

the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord;

LTA 1954

Landlord and Tenant Act 1954;

Permitted Use

use with Use Class A1, A2, B1 or D1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted, subject to the consent of the Landlord, such consent not to be unreasonably withheld or delayed but having regard to the residential nature of the remainder of the Estate;

Plan

the plan attached to this Lease;

Post Box

The post box allocated to the Tenant by the Landlord from time to time

Premium

the sum of One Hundred and Seventy Eight Thousand Pounds (£178,000) (exclusive of VAT);

Property

Unit 1, Moore House, Millfields Road, London, E5 0BF as shown edged red on the Plan bounded by and **INCLUDING**:

- 1) the inner surface of and decorative finishes of all external and any internal load bearing walls;
- 2) the ceilings and the decorative finishes of plasterboards of the ceilings but nothing above them;
- 3) the floors and the floor finishes but nothing below them;
- 4) the inner half severed medially of the internal non-load bearing walls that divide the Property from other premises;
- 5) all internal non-load bearing walls wholly within the Property;
- 6) the window and window frames and the glass in the windows;
- 7) any Service Media exclusively serving the Property;
- 8) the doors and door frames;

BUT EXCLUDING

- 9) the roof and the roof space the foundations the external walls and load bearing walls of the Building or Estate; and
- 10) the floor joists;
- 11) any Service Media in, on, under or over that land (whether in existence at the date of this Lease or installed during the perpetuity period) that are used by that land in common with any other part of the Building or Estate;

Rent Payment Date

1 January;

Reservations

all of the rights excepted, reserved and granted to the Landlord by this Lease;

Residential Leases

the lease or leases of the residential parts of the Estate which are existing at the date hereof or granted at any time hereafter;

Service Media

all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

Tenant's Proportion

a fair proportion of the Expenses;

Third Party Rights

all rights, covenants and restrictions affecting the Building or the Estate including the matters referred to at the date of this Lease in the property and charges registers of title number EGL439044;

VAT

value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax;

VATA 1994**Value Added Tax Act 1994.**

- 1.2 A reference to this lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is a reference to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord acting fairly and reasonably.
- 1.5 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the Building the Estate and the Property are to the whole and any part of it.
- 1.7 The expression neighbouring property does not include the Building.
- 1.8 A reference to the term is to the Contractual Term.
- 1.9 A reference to the end of the term is to the end of the term however it ends.
- 1.10 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 34.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 34.6.
- 1.11 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate

legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to writing or written includes fax but not email.
- 1.18 Unless the context otherwise requires, references to clauses are to the clauses of this Lease.
- 1.19 Clause headings shall not affect the interpretation of this Lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Grant

- 2.1 In consideration of the Premium paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) the Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying to the Landlord the Annual Rent and all VAT in respect of it (if demanded).

3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the Rights):
- 3.1.1 the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this Lease and to the extent that such support and protection exists at the date of this Lease;
 - 3.1.2 the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the Contractual Term;
 - 3.1.3 the right to enter any part of the Building that adjoins the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease;
 - 3.1.4 The right to use the Post Box in the Common Entrance and to enter the Common Entrance on foot only to collect post from the Post Box;
 - 3.1.5 The right to enter the Common Entrance to access the electricity and water meter serving the Property; and
 - 3.1.6 the benefit of the covenants obligations and restrictions contained in the leases of any other part of the Estate granted or granted by the Landlord during the Contractual Term.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.
- 3.5 The Tenant shall comply with all laws relating to its use of any part of the Building and the Estate pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1.2, the Landlord may, at its discretion, re-route or replace within the Building or the Estate any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.7 In relation to the Right mentioned in clause 3.1.3, the Tenant shall:

- 3.7.1 except in case of emergency, give reasonable notice to the Landlord and the occupier of that part of the Building or the Estate of its intention to exercise that Right;
 - 3.7.2 cause as little damage as reasonably possible to the Estate and to any property belonging to or used by the Landlord or the tenants or occupiers of the other part of the Estate;
 - 3.7.3 cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the relevant part of the Estate as is reasonably practicable; and
 - 3.7.4 promptly make good (to the satisfaction of the Landlord) any damage caused to the Estate (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.
- 3.8 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over any other part of the Estate or any neighbouring property nor is to be taken to show that the Tenant may have any right over any such part of the Estate or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - 4.1.2 the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Contractual Term;
 - 4.1.3 at any time during the term, the full and free right to develop any part of the Estate (including the Building) (other than the Property or any part of the Estate over which rights are expressly granted by this Lease) and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

- 4.1.4 the right to erect scaffolding at the Property or the Estate and attach it to any part of the Property or the Building or the Estate in connection with any of the rights excepted and reserved by this clause 4;
- 4.1.5 the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the rights excepted and reserved by this clause 4 and the right to erect a for sale board to any external part of the Property the Building or the Estate;
- 4.1.6 the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1.2 are exercised,

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

- 4.2 The Landlord reserves the right for the Landlord and the Management Company (on giving not less than 2 working days written notice, except in the case of an emergency) to enter the Property:

- 4.2.1 to repair, maintain, replace any Service Media or structure relating to any of the Reservations;
- 4.2.2 to carry out any works to any other part of the Estate; and
- 4.2.3 for any other purpose mentioned in or connected with:
 - 4.2.3.1 this Lease;
 - 4.2.3.2 the Reservations; and
 - 4.2.3.3 the Landlord's interest in the Property, the Building or the Estate.

- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice to the Tenant (which need not be in writing).

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

4.5.1 physical damage to the Property; or

4.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.

- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. The Annual Rent

If demanded the Tenant shall pay the Annual Rent and any VAT in respect of it in advance on the Rent Payment Date.

7. Insurance

- 7.1 Subject to clause 7.2, the Landlord shall keep the Building (other than any plate glass) insured against loss or damage by the Insured Risks for the sum equal to its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

- 7.2 The Landlord's obligation to insure is subject to:

7.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

7.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord, acting reasonably.

- 7.3 The Tenant shall pay to the Landlord on demand:

7.3.1 the Insurance Contribution;

- 7.3.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy in so far as the excess is attributable to the Property; and
- 7.3.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes and a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building or the Estate for insurance purposes but in either case not more often than once in any two year period.

7.4 The Tenant shall:

- 7.4.1 without delay inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- 7.4.2 not do or omit anything as a result of which any policy of insurance of the Building or of the Estate or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- 7.4.3 comply at all times with the requirements and reasonable and proportionate recommendations of the insurers relating to the Property and the exercise of the Rights by the Tenant;
- 7.4.4 without delay give the Landlord notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- 7.4.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- 7.4.6 pay the Landlord an amount equal to any insurance money that the insurers of the Building or of the Estate refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building or the Estate with the actual or implied authority of any of them.

- 7.5 If the Property or the Estate is damaged or destroyed by any Insured Risk the Landlord shall as soon as reasonably practicable apply the insurance monies payable in respect thereof in the repair rebuilding or reinstatement of the Property and or the Estate in a good and substantial manner under the direction of the Landlord or his surveyor for the time being but if notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense recoverable from the Tenant.
- 7.6 Nothing in this Lease shall oblige the Landlord to:
- 7.6.1 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- 7.6.2 repair or rebuild the Building in the event of frustration of reinstatement referred to in clause 7.7.
- 7.7 In the event of the repair rebuilding or reinstatement of the Property and the Building being frustrated by any reason beyond the control of the Landlord and/or the Tenant the Landlord shall pay to the Tenant the insurance monies received by the Landlord attributable to the Property (and pending such payment shall hold such monies on trust for the Tenant) provided always if at the time of the said frustration there is any money outstanding on a mortgage or charge to a mortgagee of the Tenant the Landlord shall apply any insurance monies received by the Landlord in respect of the Property first in payment of the principal and not exceeding 12 months unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the aforementioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Tenant.
- 7.8 The Landlord shall produce to the Tenant no more frequently than once a year a copy of the insurance policy together with a copy of certificate of cover upon request.
- 7.9 If the Property is damaged or destroyed by a risk against which the Landlord is obliged to insure so as to be unfit for occupation and use then, unless the policy of insurance in relation to the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Estate with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and

made fit for occupation and use (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.

7.10 If, following damage to or destruction of the Building, the Landlord considers that it is impossible or impractical to reinstate the Building, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance relating to the Property shall belong to both the Landlord and Tenant in equal parts.

7.11 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

8. Rates and taxes

8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

8.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

8.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

8.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building or the Estate) the Tenant shall pay a fair proportion of the total.

8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

9. Utilities

9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. Regulations

The Tenant shall comply with all reasonable regulations the Management Company or the Landlord (as appropriate) may make from time to time in connection with the use of any Service Media, structures or other similar items.

11. VAT

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

11.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. Default interest and interest

12.1 If any Annual Rent or any other money payable under this Lease has not been paid within 14 days of the date it is due, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

13. Costs

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

13.1.1 the enforcement of the tenant covenants of this Lease;

- 13.1.2 serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 13.1.3 serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 13.1.4 the preparation and service of a schedule of dilapidations in connection with this Lease; or
- 13.1.5 any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. Registration of this Lease

14.1 Promptly following the grant of this Lease, the Tenant shall apply to register this Lease at HM Land Registry. The Tenant shall use reasonable endeavours to ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

14.2 The Tenant shall not:

- 14.2.1 apply to HM Land Registry to designate this Lease as an exempt information document;
- 14.2.2 object to an application by the Landlord to HM Land Registry to designate this Lease as an exempt information document; or
- 14.2.3 apply for an official copy of any exempt information document version of this Lease.

15. Registration and notification of dealings and occupation

- 15.1 In this clause a Transaction is any dealing with this Lease (including a charge) or the devolution or transmission of, or parting with possession of any interest in it.
- 15.2 In respect of every Transaction that is registrable at Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall deal with (or shall procure to be dealt with) any requisitions raised by Land Registry in connection with an application to register a Transaction. Within two months of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 15.3 No later than one month after a Transaction the Tenant shall:
- 15.3.1 give the Landlord's solicitors notice of the Transaction; and
- 15.3.2 deliver a certified copy of any document effecting the Transaction to the Landlord's solicitors; and
- 15.3.3 pay the Landlord's solicitors registration fee of no less than £100 (plus VAT).

16. Closure of the registered title of this Lease

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

17. Tenant's covenants for repair

- 17.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 17.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- 17.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or

17.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended as mentioned in clause 7.2.

17.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

17.4 The Tenant shall replace any window that becomes cracked or broken as soon as possible.

18. Tenant's covenants to pay a service charge

The Tenant covenants with the Landlord the Management Company and the tenants for the time being of the other parts of the Estate and with each of them that the Tenant will:

18.1 pay to the Management Company on the date of this Lease the Initial Payment;

18.2 pay in advance on 30 June and 31 December by standing order or direct debit in each Accounting Year such sum on account of the Expenses as the Management Company or the Management Company's agents shall from time to time specify as a reasonable estimate of the Tenant's Proportion of the Expenses but if no such sum is specified by 1 January in each year the Tenant shall pay the same amount as was payable in respect of the preceding year:

18.2.1 as soon as practicable after each Accounting Year the Management Company shall prepare an account of the Expenses in that Accounting Year and the amounts received from the tenants of the Estate on account of Expenses for that Accounting Year;

18.2.2 if in an Accounting Year the amount received from the tenants of the Estate on account of the Expenses actually expended for that Accounting Year is less than the Expenses from that Accounting Year the Tenant must pay within 14 days of receiving Notice the amount specified by the Management Company as being the Tenant's Proportion of the difference;

18.2.3 if in an Accounting Year the amount received from the tenants of the Estate on account of the Expenses for that Accounting Year is more than the Expenses from that Accounting Year the excess shall either be credited toward the Tenant's Proportion for the following year or held in the reserve fund at the absolute discretion of the Management Company;

18.2.4 pay the amounts referred to in this clause 18.2 by way of bankers standing order or direct debit if requested by the Management Company or any managing agent or agents appointed by the Management Company.

19. Management Company regulations

The Tenant covenants with the Management Company:

- 19.1 To comply with and observe any reasonable regulations which the Management Company or the Landlord may consistently with the provisions of this Lease make to govern the use of the Estate such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities and any costs charges or expenses incurred by the Management Company in preparing or supplying copies of such regulations or in doing works for the improvement of the Estate providing services or employing gardeners porters or other employees shall be deemed to be properly incurred by the Management Company in pursuance of its obligations under clause 20.
- 19.2 On the date hereof the Tenant shall become a member of the Management Company.
- 19.3 Not to transfer the Property except to a person who at the date of the Transfer applies to become a member of the Management Company.
- 19.4 So long as the Tenant retains any estate or interest in the Property not to resign from or dispose of the rights attaching to the Tenant's membership of the Management Company to any person other than a mortgagee of the Property.
- 19.5 In every assignment or transfer of the Property to procure that the assignee enters into a Deed of Covenant with the Landlord and the Management Company to observe and perform the covenants conditions and obligations on the part of the Tenant.

20. Management Company obligations

The Management Company covenants with the Landlord and the Tenant;

- 20.1 to perform and observe the obligations set out in this clause and if the Management Company fails to observe and perform them the Landlord is authorised as the Management Company's agent to perform and observe them and to recover from the Tenant the due proportion of the costs charges and expenses so incurred by the Landlord as agent for the Management Company **PROVIDED ALWAYS** that the Landlord may at any time serve a notice on the Management Company specifying any want of repair or decoration which it deems reasonably necessary to be effected under the Management

Company's obligations set out in this clause and the Management Company shall within two months after receiving such notice make good all defects and wants of repair or decorations to the reasonable satisfaction of the Landlord or its Surveyor or agent for the time being.

- 20.2 to pay all existing and future rates (including water rates) taxes duties assessments charges and outgoings (whether parliamentary local or of any other description) that are now or during the Term assessed charged or imposed on the Landlord in respect of the Building or the Estate;
- 20.3 to pay all charges for gas electricity and other services supplied to the Building;
- 20.4 to maintain and keep in good repair and to renew or replace as appropriate the external walls structure roof and foundations of the Common Entrance Building the Service Media belonging to the Estate to the extent that the foregoing are not included in the Property or the demise of any flat and to the extent that the foregoing are not expressly made the responsibility of the Tenant or the tenant of a flat;
- 20.5 to comply with the requirements of the local authority in respect of the Building;
- 20.6 as and when the Management Company deems necessary but not less than once in every three years to decorate in a good and workmanlike manner the external parts of the Building;
- 20.7 to keep the Estate clean and tidy and where appropriate lit;
- 20.8 to employ such staff or agents as the Management Company deems appropriate to manage the Estate and discharge all proper fees charges or expenses payable to such staff or agents including the cost of computing and collecting the Expenses and the Tenant's Proportion of the Expenses;
- 20.9 to do or cause to be done all works installations acts matter or things as the Management Company reasonably considers necessary or desirable for the maintenance safety amenity and enjoyment of the Estate;
- 20.10 to keep proper books of accounts of the sums received from the Tenant and the other tenants on the Estate and of all items comprised or to be comprised in the Expenses;
- 20.11 to set aside such sum of money as the Management Company acting reasonably considers desirable in accordance with good estate management to meet the future cost

to be incurred by the Management Company in replacing maintaining and renewing those items that the Management Company has covenanted to replace maintain or renew;

- 20.12 to pay any amount which is payable under any covenant or other document which affects the Estate in respect of repairing maintaining rebuilding and cleaning all ways roads pavements sewers drains pipes watercourses party walls fences or other structures or other conveniences which may belong to or be used by the Estate in common with other premises near to or adjoining it.;
- 20.13 to take reasonable steps to enforce any covenant entered into with the Management Company by the Tenant or the other tenants in the Building;
- 20.14 to provide maintain or install in or about the Estate any other service or facility as the Management Company in its reasonable opinion considers desirable for the comfort and convenience of the tenants of the Estate;
- 20.15 to take any steps the Management Company acting reasonably from time to time considers appropriate to comply with make representations against or otherwise contesting or deal with any statutory or other obligation affecting or alleged to affect the Estate or the Building including any notice regulation or order of any government department local public regulatory or competent authority or court compliance with which is not the direct liability of the Tenant or the tenant of any individual dwelling within the Estate and to indemnify the Landlord against all claims demands and liabilities in respect thereof;
- 20.16 if requested by the Landlord to do so to act without charge or cost to the Landlord as the Landlord's agent with regards to the collection of the insurance monies payable to the Landlord;
- 20.17 The Management Company shall create and maintain a reserve fund of such sum (to be fixed annually) as shall be estimated by the Management Company or its managing agents (if any) to be reasonably required to provide a reserve fund for items of expenditure in connection with the provision of the service facilities and amenities specified in this Schedule Four of the Lease to be or be expected to be incurred at any time during the period of three years commencing with the date upon which the estimate is made
 - 20.17.1 The said reserve fund shall be kept in separate accounts and any interest on or income of the said fund shall be held by the Management Company in trust for

the lessees of the flats and shall only be applied in accordance with the terms of this clause.

21. Provisos

It is agreed:

- 21.1 If any dispute arises between the Tenant and any other of the tenants or the owners or occupiers for the time being of any of the flats relating to the premises demised to them or any other matters relating to this Lease the dispute shall be determined by the Surveyor whose determination shall be final and binding on the Tenant and any other parties to the reference and the Surveyor may require and must be paid the proper and usual fee in respect of each such reference such fee to be borne in equal proportions by the parties to the reference and shall be paid to such Surveyor at the time of making the reference provided that if it is not appropriate for the Surveyor to determine the dispute the parties may agree for an arbitrator to determine the dispute in accordance with this clause;
- 21.2 Neither the Landlord or the Management Company is liable for any loss or damage suffered by the Tenant or any visitor or employee of the Tenant or any other person to their personal goods or property by reason of any act neglect or default of the Landlord or the Management Company or of any agent contractor employee or licensee of the Landlord the Management Company or such other tenant or occupier of the Landlord or by reason of theft or otherwise from the Property or any part of the Estate by reason of any defect or want of repair in the Estate or any part thereof or in any fixture pipe wire staircase lift (if any) or thing or the absence of lighting in or upon the Estate or any part thereof except insofar as any such liability may be covered by the insurance effected by the Landlord under clause 7.1;
- 21.3 If during the Term the Management Company fails or neglects to perform and observe any of its obligations or goes into liquidation and the Landlord undertakes (or by action or otherwise compels the Management Company to undertake) the Management Company's obligations the Landlord shall be entitled to recover from the Tenant the Tenant's Proportion of all monies costs charges and expenses incurred by the Landlord in connection therewith.

22. Alterations

- 22.1 The Tenant shall not make any structural or external alterations or additions to the Property or the internal arrangements or remove any of the Landlord's fixtures without the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

provided always that the Tenant may make internal non-structural alterations or additions without the Landlord's consent.

22.2 The Tenant shall not install any Service Media at the Property nor alter the route of any Service Media at the Property except where the such Service Media exclusively serves the Property in which case the Tenant may do so with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

22.3 The Tenant shall not install security shutters to the exterior of the Property but may install security shutters to the internal parts of the Property provided such works do not affect the structural parts of the Building.

23. Signs

23.1 The Tenant shall not attach any signs, fascia, awnings, placards, boards, posters and advertisements (Signs) to the exterior of the Property

23.2 The Tenant shall not display any Signs inside the Property so as to be seen from the outside without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

23.3 The Tenant shall allow the Landlord to fix to and keep at the Property any sale board as the Landlord reasonably requires.

24. Returning the Property to the Landlord

24.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this Lease.

24.2 At the end of the term, the Tenant shall remove from the Property all fittings and chattels belonging to or used by it and all stock (whether or not belonging to it).

24.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any fittings, chattels, stock or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

24.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for

the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

25. Use

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 The Tenant shall not leave any refuse outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.
- 25.3 The Tenant shall load and unload goods only at such times as accord with any by laws or parking restrictions imposed by the local authority.
- 25.4 The Tenant shall not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or the Estate or any neighbouring property and shall have regard to the residential use of the other properties within the Building.
- 25.5 The Tenant shall not use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or the Estate or of any neighbouring property.
- 25.6 The Tenant shall not overload any structural part of the Building or Estate nor any Service Media at or serving the Property.
- 25.7 Nothing in this Lease shall impose or be deemed to impose any restriction on the use of any other part of the Building or the Estate or any neighbouring property.

26. Compliance with laws

- 26.1 The Tenant shall comply with all laws relating to:
 - 26.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 26.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;

- 26.1.3 any works carried out at the Property; and
- 26.1.4 all materials kept at or disposed from the Property.
- 26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building or the Estate (and whether or not served pursuant to any law) the Tenant shall:
 - 26.3.1 send a copy of the relevant document to the Landlord; and
 - 26.3.2 in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 26.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
- 26.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 26.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 26.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 26.9 The Tenant shall pay on demand a fair proportion of the proper costs incurred or properly estimated by the Landlord to be incurred by the Landlord in complying with all laws relating to Building or the Estate and the Service Media belonging to the Landlord at it

(other than any parts of the Building or Estate or Service Media that are part of the Property or have been let to another tenant). Without prejudice to its obligations under clause 7, the Tenant shall not be required to make any payment under this clause in respect of any work carried out by the Landlord by reason of the Landlord's obligations in clause 7.

27. Encroachments, obstructions and acquisition of rights

27.1 The Tenant shall not grant any right or licence over the Property to any person (other than in relation to any underlease or licence to occupy).

27.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

27.2.1 immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

27.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

27.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building or Estate nor obstruct any means of access to the Property or any other part of the Building or Estate.

27.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or Estate or that the means of access to the Property or any other part of the Building or Estate is enjoyed with the consent of any third party.

27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

27.5.1 immediately inform the Landlord and shall give the Landlord notice of that action; and

27.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

28. Breach of repair and maintenance obligations

28.1 After giving reasonable prior notice of not less than 2 working days written notice, the Landlord may enter the Property to inspect its condition and state of repair and may give

the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

- 28.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 28.3 The Landlord covenants with the Tenant and the Management Company to allow the Management Company and persons authorised by the Management Company to have such access to the Estate and any part thereof as may be necessary and proper to enable the Management Company to carry out its obligations under this Lease.
- 28.4 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 28.5 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 31.

29. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) suffered or incurred by the Landlord arising out of procuring the remedy of any breach or non-performance by the Tenant of any of the covenants conditions or agreements contained in this Lease and on the part of the Tenant to be observed and performed. The Landlord agrees that in relation to any claim under this clause it shall take reasonable steps to mitigate its loss.

30. Landlord's covenants

- 30.1 The Landlord covenants with the Tenant, that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease.
- 30.2 The Landlord further covenants with the Tenant until such time as the Landlord grants the Residential Leases (and during any time thereafter when any Residential Leases shall cease to exist) the Landlord shall maintain and repair without cost to the Tenant such

parts of the Building that are intended or available to be leased by way of a Residential Lease.

31. Re-entry and forfeiture

31.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

31.1.1 Any annual rent is unpaid 30 days after becoming payable where it has been formally demanded;

31.1.2 any persistent material breach of any tenant covenant in this Lease when the Landlord has given the Tenant prior notification of the such breach and the Tenant has not remedied the breach within a reasonable time;

31.1.3 an Act of Insolvency.

31.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

32. Joint and several liability

32.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

32.2 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

33. Entire agreement

33.1 This Lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations,

arrangements, understandings and agreements between them relating to their subject matter.

33.2 Each party acknowledges that in entering into this Lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies the Landlord's solicitor has given to any written enquiries raised by the Tenant's solicitor before the date of this Lease before the date of this Lease.

33.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

33.4 Nothing in this clause shall limit or exclude any liability for fraud.

34. Notices, consents and approvals

34.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be:

34.1.1 in writing and for the purposes of this clause an email is not in writing; and

34.1.2 given:

34.1.2.1 by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

34.1.2.2 by fax to the party's main fax number.

34.2 If a notice complies with the criteria in clause 34.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:

34.2.1 if delivered by hand, at the time the notice is left at the proper address;

34.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

34.2.3 if sent by fax, at 9.00 am on the next working day after transmission.

34.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

34.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

34.5 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:

34.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

34.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

34.6 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

34.6.1 the approval is being given in a case of emergency; or

34.6.2 this Lease expressly states that the approval need not be in writing.

34.7 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

35. **Governing law**

This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

36. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

37. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED as a DEED by
NORTHILL PROPERTIES
(MILLFIELDS) LIMITED**
acting by a Director

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

**EXECUTED as a DEED by
MOORE HOUSE (MILLFIELDS)
RESIDENTS LIMITED**
acting by a Director

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

**EXECUTED as a DEED by
ROMAN ELIASOV**

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

**EXECUTED as a DEED by
OLGA ELIASOVA**



in the presence of:

Witness signature:



Witness name:

ELENA DELIEU

Witness address:

2 WEDGWOOD HOUSE, LAMBETH WALK, LONDON, SE11 6LS, UK

Witness occupation:

**EXECUTED as a DEED by
MARKO RADOSAVLJEVIC**



in the presence of:

Witness signature:



Witness name:

ELENA DELIEU

Witness address:

2 WEDGWOOD HOUSE, LAMBETH WALK, LONDON, SE11 6LS, UK

Witness occupation:

**EXECUTED as a DEED by
ROMAN ELIASOV**



in the presence of:

Witness signature:



Witness name:

ELENA DELIEU

Witness address:

2 WEDGWOOD HOUSE, LAMBETH WALK, LONDON, SE11 6LS, UK

Witness occupation:

**EXECUTED as a DEED by
OLGA ELIASOVA**



in the presence of:

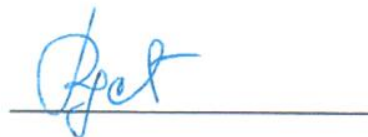
Witness signature:

Witness name:

Witness address:

Witness occupation:

**EXECUTED as a DEED by
MARKO RADOSAVLJEVIC**



in the presence of:

Witness signature:



Witness name:

ELENA DELIEU

Witness address:

2 WEDGWOOD HOUSE, LAMBETH WALK, LONDON, SE11 6LS, UK

Witness occupation: