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See cover sheet for OF LICENSING AND REGULATORY SERVICES TO

DO NOT DATE
4 November
DATED _____ 2003

MR & MRS D.G. BURNETT

- and -

MR M.J. BERG

LEASE

First & Second Floor
60 Craven Park Road
London NW10 6EL

CERTIFIED A TRUE COPY OF THE ORIGINAL

Morton Pugh Welch 13.01.04.
MORTON PUGH WELCH Solicitors

Morton Pugh Welch
Royex House
Aldermanbury Square
London EC2V 7HR
Ref: DD.pr

Tel: 020 7606 6644
Fax: 020 7606 6655

DX 33877 Finsbury Square

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HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986



Administrative Area : London Borough of Brent
Landlord's Title Number : MX72253
Property : First and Second Floor
60 Craven Park Road, London NW10 6EL

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PARTICULARS

- 1 DATE OF LEASE *4th November* DATE 2003
- 2 LANDLORD **DALTON GEORGE BURNETT and
SANDRA DIANA BURNETT**
of 81 Sundon Park Road, Luton,
Bedfordshire LU3 3AA
- 3 TENANT **MICHAEL JULIAN BERG**
of 35 Royston Park Road, Hatch End,
Pinner, Middlesex HA5 4AB
- 4 THE DEMISED PREMISES The First and Second Floor with entrance
and staircase leading thereto from the
ground floor as the same is more
particularly described in the First Schedule
- 5 THE BUILDING All that property situate at and known as 60
Craven Park Road, London NW10 6EL as
the same is registered under the above
mentioned title number
- 6 RENT One peppercorn per annum if demanded
- 7 TERM 999 years from 25 March 2003

RECITAL OF LANDLORD'S TITLE

The Landlord's title is Freehold and is registered at HM Land Registry with Absolute Title under Title Number MX72253.

THIS LEASE is made on the date stated in paragraph 1 of the Particulars **BETWEEN** the Landlord specified in paragraph 2 of the Particulars (hereinafter called "the Landlord") of the one part and the person or persons specified in paragraph 3 of the Particulars (hereinafter called "the Tenant") of the other part.

NOW THIS DEED WITNESSETH as follows:

1. **IN** this Deed the following expressions have where the context so admits the following meanings respectively:-
 - (1) "the Landlord" includes the successors in title of the Landlord.
 - (2) "the Tenant" includes the successors in title of the Tenant.
 - (3) "the Premises" means the Demised Premises referred to in paragraph 4 of the Particulars and more particularly described in the First Schedule hereto.
 - (4) "the Included Rights" means the easements, rights and privileges specified in the Second Schedule hereto.
 - (5) "the Excepted Rights" means the easements, rights and privileges specified in the Third Schedule hereto.
 - (6) "the Accounting Period" shall mean a period commencing on 24 June and ending on 23 June in any year.
 - (7) "the Annual Rent" means the annual rents specified in paragraph 6 of the Particulars.
 - (8) "the Building" means the building of which the Premises forms part and specified in paragraph 5 of the Particulars.
 - (9) "the Common Parts" means the main entrances, passages, landings, staircases, means of refuse disposal (if any) and other areas included in the title above referred to provided by the Landlord for the common use of residents in the Building and their visitors and is not subject to any lease or tenancy to which the Landlord is entitled to the reversion.
 - (10) "the Plan" means the plan annexed hereto and referred to in the First Schedule.
 - (11) "the Flat Owners" means the tenants and their successors in title of other Flats (if any) comprised in the Building who may from time to time hold

the same upon terms similar to those herein contained (save as to the matters set out in the Particulars).

2. **IN CONSIDERATION** of the respective rents and the covenants hereinafter reserved and contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THOSE** the Premises **TOGETHER WITH** the Included Rights but **EXCEPTING AND RESERVING** unto the Landlord and the Flat Owners the Excepted Rights **TO HOLD** the Premises unto the Tenant for the term of years specified in paragraph 7 of the Particulars **TOGETHER WITH** any continuation of the Term whether by statute or otherwise (subject to the burden of the covenants or agreements already entered into or to be entered into by the Landlord with the Flat Owners for the observance of the Regulations set out in the Fourth Schedule hereto) **YIELDING AND PAYING** therefor yearly during the Term the Annual Rent in advance on 1 January in each year.

3. **THE Tenant HEREBY COVENANTS** with the Landlord as follows:-

- (1) To pay the rents hereby reserved in the time and in the manner specified in this Lease.
- (2) To pay all rates, taxes, duties, assessments, charges, impositions and outgoings which may now or at any time be assessed charged or imposed upon the Premises or any part thereof or the owner or occupier in respect thereof save for tax or duty payable by the Landlord as a result of any dealing with the Building and or the receipt of the rents payable hereunder.
- (3) To permit the Landlord and its duly authorised surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state of repair thereof.
- (4) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair, decorate and make good all defects in the repair, decoration and condition of the Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after the giving of such notice.
- (5) If at any time during the Term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to

the repair, decoration or maintenance of the Premises then the Landlord shall be permitted at all reasonable times during the Term with or without workmen and others to enter upon the Premises and repair, decorate, maintain or reinstate the same at the expense of the Tenant (but so that no such entry, repair, decoration, maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand for the reasonable cost of such repair, redecoration, maintenance or reinstatement (including solicitors', counsels' and surveyors' costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear.

- (6)
 - (a) Not at any time to assign, sublet, share or part with possession with or share possession of the whole of the Premises during the last seven years of the term without the Landlord's consent, such consent not to be unreasonably withheld.
 - (b) Not to assign, underlet, share or part with possession of the Premises for any period of time less than three months.
 - (c) To procure that any underletting of the Premise contains restrictions similar to those set out in the Fourth Schedule.
- (7) Within four weeks next after any transfer, assignment, subletting (but more than five years), charging or parting with possession (whether mediate or immediate) or devolution of the Premises to give notice in writing of such transfer, assignment, subletting, charging or parting with possession or devolution and of the name and address and description of the assignee, sublessee, chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Landlord or his solicitors within such time as aforesaid a verified copy of every instrument of transfer, assignment, subletting, charging or devolution and every Probate, Letters of Administration, Order of the Court or other instrument effecting or evidencing the same and to pay to the Landlord's solicitors a fee of £20.00 plus Value Added Tax.
- (8) To pay to the Landlord all costs, charges and expenses including solicitors', counsels and surveyors' reasonable costs and fees at any time

during the Term incurred by the Landlord in any proceedings in respect of this Lease under sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof or any subsequent legislation which shall take its place including in particular all such costs, charges and expenses of and incidental to the preparation and service of a notice under the said sections and of and incidental to the inspection of the Premises and the drawing up of Schedules of Dilapidations such costs, charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.

- (9) Upon receipt of any notice, order, direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any sub-tenant or other person whatsoever forthwith so far as such notice, order, direction or other thing or the Act, regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord a true copy of such notice, order, direction or other thing and if so required by the Landlord to join with the Landlord in making such representations to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part thereof or the Building in any such appeal or application to the Court against such notice, order, direction or other thing as the Landlord may consider desirable.
- (10) To comply in all respects at the Tenant's own cost with the provisions of any statute, statutory instrument, rule, order or regulation and of any order, direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Premises (whether the same are to be complied with by the Landlord, the Tenant or the occupier) and forthwith to give notice in writing to the Landlord of the giving of such order, direction or requirement as aforesaid and to keep the Landlord indemnified against all claims, demands and liabilities in respect thereof.
- (11) At the expiration or sooner determination of the Term quietly to yield up

unto the Landlord the Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same.

4. **THE Tenant HEREBY COVENANTS** with the Landlord and with and for the benefit of the Flat Owners that throughout the term the Tenant will:

- (1) Repair, maintain, renew, uphold and keep the Premises and all parts thereof including so far as the same form part of or are within the Premises all windows glass and doors (including the entrance door of the Premises) locks, fastenings and hinges, sanitary, water, gas and electrical apparatus, stairs and walls and ceilings, drains, pipes, wires and cables, and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Landlord is entitled to claim under any policy of insurance maintained by the Landlord in accordance with its covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants, agents, licensees or visitors.
- (2) In every fifth year calculated from 25 March 2003 and in the last year of the term (howsoever determined) paint twice and paper or otherwise appropriately decorate all the inside part of the Premises respectively heretofore or usually papered or decorated.
- (3) Permit the Landlord and any tenant of the Building with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergency) during the Term causing as little damage as possible and immediately making good all damage caused to the satisfaction of the Tenant to enter into and upon the Premises or any part thereof for the purpose of repairing or altering to the adjoining or contiguous premises or for the purpose of making, repairing, maintaining, supporting, rebuilding, cleansing, lighting or keeping in good order and condition the Common Parts and all roofs, foundations, damp course, tanks, sewers, drains, pipes, cables, watercourses, gutters, wires, party or other structure or other conveniences belonging to or serving or used for the Building or any

part thereof and also for the purposes of laying down, maintaining, repairing and testing drainage, gas, water, pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Premises or any other premises in the Building in respect whereof the tenant or occupier shall have made default in paying his share of the water rate the Landlord or the tenant so entering or authorising entry (as the case may be) making good all damage occasioned to the Premises.

- (4) Pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrear.
- (5) Observe and perform the Regulations in the Fourth Schedule hereto **PROVIDED THAT** the Landlord reserves the right to reasonably modify or waive such Regulations in its reasonable discretion in the interests of good estate management.

5. **THE** Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter **HEREBY COVENANTS** with the Tenant as follows:

- (1) That the Tenant paying the respective rents hereby reserved and performing and observing the covenants, conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Landlord or any person lawfully claiming under, through or in trust for the Landlord.
- (2) That every Lease or Tenancy Agreement of a Premises in the Building hereinafter granted by the Landlord shall contain Regulations to be observed by the Tenant thereof in similar terms as those contained in the Fourth Schedule hereto and also covenants of a similar nature to those contained in clauses 3 and 4 of this Lease.
- (3) As to the parts of the Building retained by the Landlord or which may come into the possession of the Landlord by the determination or

expiration of the Lease or tenancy or any part of the Building at all times during the term hereby granted to observe and perform the covenants of a similar nature to those in clause 4 of this Lease and the Regulations specified in the Fourth Schedule hereto.

- (4) At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Landlord on a complete indemnity basis to enforce any covenants entered into with the Landlord by a tenant of any other part of the Building of a similar nature to those contained in clauses 3 and 4 of this Lease.
- (5) To insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants, agents, licensees or visitors) against loss or damage by fire, explosion, storm, tempest, earthquake, subsidence, landslip and heave, aircraft and risk of explosion and damage in connection with the boilers and heating apparatus (if any) and all plant associated therewith and such other risks (if any) as the Landlord thinks fit in some insurance office of repute in the full value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings, plant and machinery of the Landlord against such risks as are usually covered by a Landlord's Comprehensive Policy and to insure against third party claims made against the Landlord in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed subject to the Landlord at all times being able to obtain all necessary licences, consents and permissions from all relevant authorities in this respect to forthwith lay out all monies received under such insurance in the rebuilding and reinstatement of the Premises and to make good any deficiency out of the Landlord's own money **PROVIDED ALWAYS** that if for any reason other than default of the Landlord the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid become impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Landlord shall stand possessed of all monies paid to it under and by virtue of the

policies of insurance hereinbefore required to be maintained **UPON TRUST** to pay to the Tenant **SUBJECT TO** the written consent being first obtained of any mortgagee who has served upon the Landlord notice of its interest such proportion (if any) of the said monies as may be agreed in writing between the Landlord and the Tenant or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Landlord or the Tenant to be fair and reasonable having regard only to the relative values of the respective interests of the Landlord and the Tenant immediately before the occurrence of the said destruction or damage and **IT IS HEREBY DECLARED** that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an arbitrator.

(6) **SUBJECT** to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-

- (a) To maintain and keep in good and substantial repair and condition:
- (i) the structures of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks, main drains, gutters and rain water pipes (other than those included in this demise or in the demise of any other Flat in the Building);
 - (ii) all such gas and water mains and pipes, drains, waste, water and sewerage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Tenant in common with the owners or tenants of the other parts of the Building;
 - (iii) the Common Parts;
 - (iv) the boundary walls and fences of the Building;
 - (v) all other parts of the Building not included in the foregoing sub-paragraphs (i) to (iv) and not included in this demise or demised by a Lease of any other Flat or part of the Building.
- (b) In every seventh year of the Term or earlier if the Landlord shall

reasonably deem necessary:

- (i) to paint the whole of the outside wood, iron and other work of the Building heretofore or usually painted and grained and varnished such external parts as have been heretofore or are usually grained and varnished;
 - (ii) to paint, varnish, colour, grain and whitewash such of the interior parts of the Building as have been or are usually painted, coloured, grained and whitewashed (other than those parts which are included in this demise or in the demise of any other part of the Building).
- (c) To pay and discharge any rates (including water rates) taxes, duties, assessments, charges, impositions and outgoings assessed, charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of the Premises in the Building.
- (d) For the purposes of performing the covenants on the part of the Landlord herein contained at its discretion to employ on such terms and conditions as the Landlord acting reasonably shall think fit one or more cleaner or such other person as the Landlord may from time to time in its absolute discretion consider necessary.
- (e) (i) To employ at the Landlord's discretion a firm of Managing Agents to manage the Building and discharge all reasonable and proper fees, salaries, charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents in respect of the Building or any part thereof.
- (ii) To employ all such surveyors, builders, architects, engineers, tradesmen, accountant or other professional persons as may be necessary or desirable for the proper maintenance, safety, amenity and administration of the Building.
- (f) To maintain (if and when installed by the Landlord at its discretion) a rented communal television aerial or arials serving the Building

and to pay all expenses in connection with the installation and maintenance thereof.

- (g) To install any fire extinguishers as the Landlord may from time to time reasonably consider necessary and to pay all charges in connection with the installation and maintenance thereof.
- (h) Without prejudice to the foregoing to do or cause to be done all such works, installations, acts, matters and thing as in the reasonable discretion of the Landlord may be considered necessary or advisable for the proper maintenance, safety, amenity and administration of the Building.
- (i) To set aside (which setting aside shall for the purpose of the Fifth Schedule hereto be deemed an item of expenditure incurred by the Landlord) such sum of money as the Landlord shall reasonably require to meet such future costs as the Landlord shall reasonably expect to incur of replacing, maintaining and renewing those items which the Landlord has hereby covenanted to replace, maintain or renew.
- (j) To act fairly and reasonably in carrying out his obligations under clause 5 hereof and at all times to manage and maintain the Building as economically and efficiently as reasonably possible.

6. **PROVIDED ALWAYS** and this Lease is made upon condition that if the Tenant shall at any time fail or neglect to perform or observe any of the covenants, conditions or provisions herein contained on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord.

7. **PROVIDED FURTHER AND IT IS HEREBY AGREED** as follows:-

- (1) Except so far as the same may be insured by any policy maintained under clause 5(5) hereof the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:
 - (a) any interruption of any of the services hereinbefore mentioned for whatever cause beyond the Landlord's control;

- (b) any damage suffered by the Tenant or any servant, agent or workmen of the Tenant or any members of the Tenant's family or any licensee of his through any defect in any fixture, pipe, wire, tube, meter, staircase or thing in or upon the Building or any part thereof (including the Premises);
 - (c) any act, neglect, default, omission, misfeasance or nonfeasance of any caretaker, porter or other of the Landlord's staff, servants or any person acting under such caretaker, porter, staff or servants;
 - (d) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord of repairs, decorations, additions or other works whether structural or otherwise which may appear to the Landlord to be necessary or desirable to the Premises or to the Building **PROVIDED** the same are carried out in a reasonable manner and with proper skill and care;
 - (e) any monies held on account of the Service Charge or set aside pursuant to clause 5(6)(k) hereof which after the Landlord has parted with the reversion to the Premises have been duly paid to the purchasers of the reversion or their duly authorised Managing Agents.
- (2) Nothing in this Lease shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date hereof.
- (3) If the Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Landlord is liable to insure under the Landlord's covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent or a proportionate part thereof according to the nature and extent of the damage shall cease to be payable in respect of any period during which the Premises or the damage portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which

the Landlord shall have effected any such policy of insurance as is mentioned in the Landlord's covenants in that behalf hereinbefore contained if payment of the money shall be refused in consequence of any act, omission or default of the Tenant or any person claiming through the Tenant, his or their servants, agents, licensees or visitors and any dispute or difference between the Landlord and the Tenant with regard to this sub-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.

(4) No staff or other persons employed by the Landlord in accordance with the provisions of clause 5(6)(e) hereof shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person employed as aforesaid rendering any services to the Tenant such persons shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed nor for any damage to the Tenant or other persons arising therefrom.

(5) If the Interim Charge or the Service Charge shall be in arrear for 21 days after the same shall have become payable the Landlord shall be entitled to charge interest at the rate of 4% above National Westminster Bank Base Rate for the time being from the date upon which such sum became due and payable until the date upon which payment is due but the foregoing shall not apply if it is subsequently found that the Landlord was at fault in demanding such Interim Charge or Service Charge.

8. (1) (a) Any notice in writing, certificate or other document required or authorised to be given or served hereunder shall be sufficiently served although only addressed to the Tenant without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Premises.

(b) Any such notice in writing, certificate or other document as

aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered.

- (2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease.
- (3) Where the Tenant consists of two or more persons all covenants and agreements by and with the Tenant shall be construed as covenants and agreements by and with such persons jointly and severally.

9. **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 exceeds the sum of **SIXTY THOUSAND POUNDS (£60,000.00)**.

IN WITNESS whereof the parties hereto have duly executed this Lease on the date specified as Date of Lease in the Particulars.

THE FIRST SCHEDULE

The Premises

The Premises specified in paragraph 4 of the Particulars as the same is shown (for identification purposes only) edged red on the Plan annexed hereto:-

1. Including:
 - (a) the internal plastered coverings and plaster works of the walls bounding the Premises and the doors and window frames fitted in such walls (other than the external surfaces of such doors, frames and window frames) and the glass in the window frames; and
 - (b) the plastered coverings and plaster work of the walls and partitions lying within the Premises and the doors and door frames fitted in such walls and partitions; and
 - (c) the plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards and supporting joists (if any); and
 - (d) all conduits which are laid in any part of the Building and serve exclusively

- the Premises; and
- (e) all fixtures and fittings in or about the Premises and not hereafter expressly excluded from this demise; and
 - (f) the entrance door to the Premises and stairs leading to the first floor; and
 - (g) the loft space.
2. But not including:
- (a) any part or parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces;
 - (b) any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the door and door frames fitted therein as are expressly included in this demise;
 - (c) any conduits in the Building which do not serve the Premises exclusively.

THE SECOND SCHEDULE

The Included Rights

1. Full right and liberty as the Landlord may have pursuant to the Right of Way which benefits the Landlord's title for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the use of the Premises to go, pass and repass on foot only over and through the entrance and the passage tinted brown on the plan leading to the Premises.
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as enjoyed at the date hereof.
3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil, gas and electricity, from and to the Premises through the storage tanks, sewers, drains and watercourses, cables, pipes and wires which now are or may at any time during a period of Eighty years from the date of commencement of the term be laid in or through the Building and Common Parts and serve the Premises.
4. The right for the Tenant and persons authorised by the Tenant to lay newly re-routed water, electrical and gas services to the Premises beneath the floor of the shop premises situated in the ground floor of the Building (the approximate course of such services shown coloured yellow on the Plan) and to enter into the

Building with or without workmen, materials and specialist services for the purposes of laying, repairing, maintaining, renewing and relaying or removing any such pipes, drains, mains, channels, gutters, watercourses, sewers, wires, cables and all other conducting media the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Building.

5. The right for the Tenant with servants, workmen and others at all reasonable times upon giving two days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purposes of:
 - (a) repairing, cleansing, maintaining or renewing any such storage tanks, sewers, drains and watercourses, cables, pipes and wires; or
 - (b) repairing and maintaining and carrying out permitted alterations or other building works to the Premises or any part of the Building given subjacent or lateral support, shelter or protection to the Premises **SUBJECT** in either case to the Tenant causing as little disturbance as possible and making good any damage caused.
6. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by a tenant of any other flat or part of the Building with the Landlord similar to those contained in clauses 3 and 5 of this Lease.
7. The right (in common with all others entitled to the like right) to connect any wireless or television set in the Premises with any aerials in the Building for the time being provided by or on behalf of the Landlord **PROVIDED** that nothing herein contained shall oblige the Landlord to provide any such aerials.

THE THIRD SCHEDULE

The Excepted Rights

1. Easements, rights and privileges over, along, through and in respect of the Premises equivalent to those set forth in paragraphs 2, 3 and 5 of the Second Schedule to this Lease.
2. Full right and liberty for the Landlord and its duly authorised surveyors or agents with or without workmen and others upon giving three days previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Premises for the purposes of carrying out any of their obligations under clause 5(6) of this Lease.

3. The right to erect and maintain such wireless and television aerials on the roof of the Building as the Landlords may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials through the Premises.
4. Full right and liberty for the Landlord in its absolute discretion to deal or use as it may think fit with any land or premises adjacent or near to the Building and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition, rebuilding or other works which it may think fit or desire to do **AND PROVIDED** that any such works of construction, demolition or alteration are carried out with due regard to modern standards and method of building and workmanship causing the Tenant as little interference or disturbance as is reasonably possible.

THE FOURTH SCHEDULE

Regulations

1. Not to do or permit or suffer in or upon the Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the tenants of the Landlord or the occupiers of any part of the Building or of any adjoining neighbouring premises.
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this Regulation all such payments to be recoverable as rent in arrear.
3. Not to throw or permit to be thrown any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Premises.
4. Not to play or use or permit the playing or use of any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practising of any singing in the Premises either:
 - (a) between the hours of 11 p.m. and 8 a.m; or

- (b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners, tenants or occupiers of the Building and for the purposes hereof the decision of the Managing Agents for the time being of the Landlord (or of a surveyor appointed by the Landlord for the purpose of this clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties.
5. Not at any time to put on or in any window or balcony (if any) or on the exterior of the Premises so as to be visible from outside any name, writing, drawing, signboard, plate, placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive.
 6. Not to hang or expose in or upon any part of the Premises so as to be visible from outside any clothes or washing of any description or any other articles nor to place outside the Premises any flower bed pot or other like object nor to shake any mats, brooms or other articles inside any part of the Building.
 7. Not to keep any bird, reptile, dog or other animal in the Premises without the previous consent in writing of the Landlord which may be given by the Landlord or its Managing Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner, tenant or occupation of any other part of the Building.
 8. Not to erect any external wireless or television aerials without the consent of the Landlord such consent not to be unreasonably withheld.
 9. Not to use on the Premises any electrical device without an effective suppressor fitted thereto.
 10. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Premises any motor car, motor cycle, bicycle, perambulator or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends, servants or visitors and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles.
 11. Not to permit or suffer the children of the Tenant or of any friends, servants or employees of the Tenant to play upon any staircases, landings or passageways or the lifts (if any) in or about the Building.
 12. At all times to keep suitably covered the floors of the Premises and any hardwood floors on the first floor of the Premises properly soundproofed.

13. At all times when not in use to keep the entrance door in the Premises closed.
14. At least once in every six weeks of the Term to cause to be properly cleaned all windows of the Premises both internally and externally.
15. Not at any time without the previous written consent of the Landlord to employ in any capacity whatever in or about the Premises any dismissed servants of the Landlord.
16. To pay the cost of making good any damage at any time done by the Tenant or any person through the Tenant or his or their servants, agents, licensees or visitors to any part of the Building or to the passages, landings, stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other Flat in the Building by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever.
17. At all times to observe and perform all such variations or modifications of the foregoing Regulations and all such further or other regulations as the Landlord may from time to time in its reasonable discretion think fit to make for the management, care and cleanliness of the Building and the comfort, safety and convenience of all the occupiers thereof.

THE FIFTH SCHEDULE

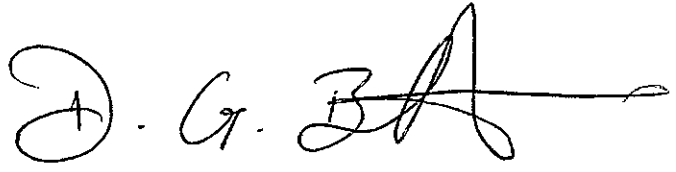
The Service Charge

1. In this Schedule the following expressions have the following meanings respectively:
 - (a) "the Total Expenditure" means the total expenditure incurred by the Landlord in any Accounting Period in carrying out its obligations under clauses 5(5) and (6) of this Lease and any other cost and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing:
 - (i) The Landlord's reasonable administration costs which shall not be less than 10% (ten per centum) of the expenses incurred or the cost of employing Managing Agents; and
 - (ii) the cost of any Accountant and/or Surveyor employed to determine the Total Expenditure and the amount payable by the Tenant hereunder.
 - (b) "the Service Charge" means a fair and reasonable proportion of the Total Expenditure.

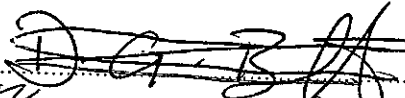

- (c) "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Landlord or its Managing Agents shall specify at their reasonable discretion to be a fair and reasonable interim payment.
2. In this Schedule any surplus carried forward from a previous year shall not include any sums set aside for the purpose of clause 5(6)(i) of this Lease.
 3. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Landlord by one payment in advance on the 24th day of June in each year or on such date as the Landlord or Managing Agent shall determine and in case of default, the same shall be recoverable from the tenant as rent in arrear.
 4. If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided.
 5. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Landlord within 28 days of service upon the Tenant of the Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear.
 6. As soon as practicable after the expiration of each Accounting Period there shall be served upon the Tenant by the Landlord or his Agents a Certificate signed by such Agents containing the following information:
 - (a) The amount of the Total Expenditure for that Accounting Period.
 - (b) The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period.
 7. The said Certificate shall be conclusive and binding on the parties hereto but the Tenant shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Landlord or his Agents in this respect within one month

after service of such Certificate to inspect the receipts and vouchers relating to the Total Expenditure.

SIGNED AS A DEED by the said)
DALTON GEORGE BURNETT)
in the presence of:)


DGB

Witness Signature :

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Name :

~~DALTON GEORGE BURNETT~~
ALYNTHIA ALLEN

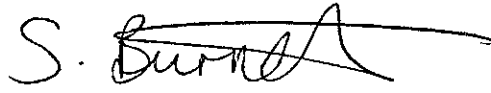
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22 CARDIGAN COURT LUTON LU1 1RY

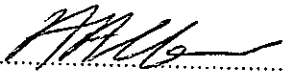
Occupation :

HEALTH CARE ASSISTANT.

SIGNED AS A DEED by the said)
SANDRA DIANA BURNETT)
in the presence of:)



Witness Signature :



Name :

ALYNTHIA ALLEN

Address :

22 CARDIGAN COURT

Occupation :

HEALTH CARE ASSISTANT.

006
G.B.
D

REVISIONS

DATE



PLANNING AND DESIGN CONSULTANTS
SUITE 5, MANSION VARD, 916 MORIA ROAD
LONDON NW2 6PB

TEL: 0181-208 0591 FAX: 0181-208 0555

TITLE

LEASE PLAN

ADDRESS

60 CRAVEN PARK ROAD
LONDON NW10

CLIENT

SCALE 1:200

DATE

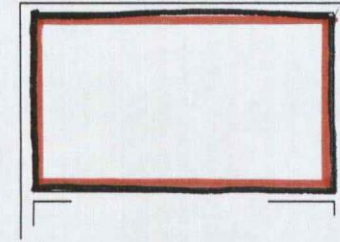
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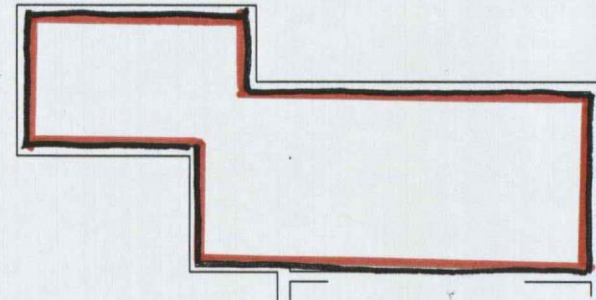
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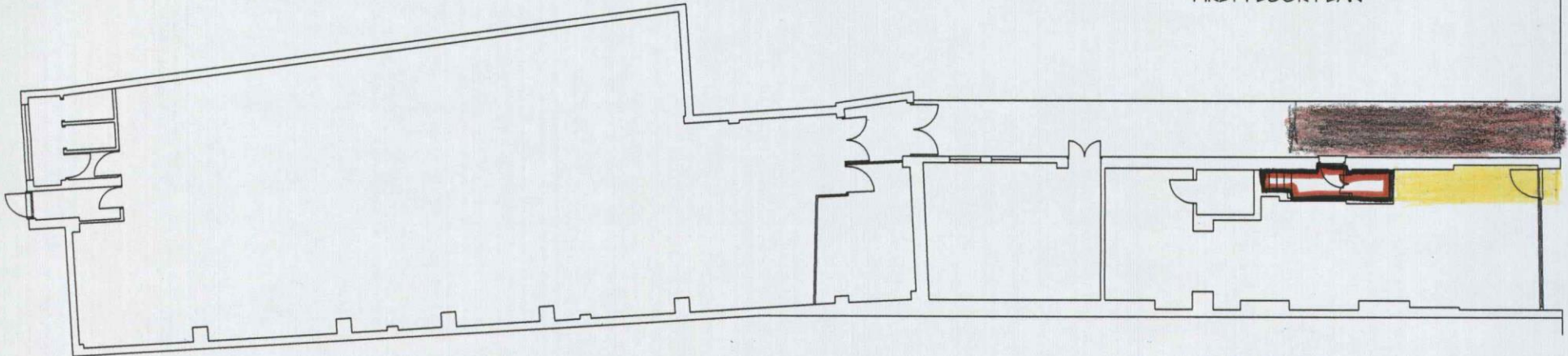
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SECOND FLOOR PLAN



FIRST FLOOR PLAN



GROUND FLOOR PLAN