

Part 1

THIS LEASE is made the _____ of _____ BETWEEN
MIDLAND LAND DEVELOPMENTS LIMITED of whose Registered office is situate at Norfolk House, Smallbrook, Queensway in the City of Birmingham (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person or persons for the time being entitled to the premises hereby demised in reversion immediately expectant on term of years hereby granted) of the one part and PETER JOHN JENNINGS and MARIAN ELLEN THERESA REGAN of (hereinafter called the "Lessee" which expression shall where the context so requires or admits include the successors in title and assigns of the Lessee) of the other part

NOW THIS DEED WITNESSETH as follows:-

1.1. IN CONSIDERATION of the sum of *FIVE THOUSAND POUNDS (£5,000.00)* now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and the covenants on the part of the Lessee and the conditions herein contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT ~~*maisonette (hereinafter called "the Maisonette") numbered 25 property*~~ being on the first floor of the ~~*Building*~~ known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham comprising two bedrooms Dining/Lounge Bathroom Kitchen and W.C. ~~*including one half part in depth of the joist between the ceilings of the maisonette and the floor of the Maisonette above it and the external and internal walls of the maisonette above it and the external and internal walls of the Maisonettes up to the same level and external and internal walls dividing the Maisonette from adjoining Maisonette and for the purpose of identification shown coloured pink on plan No. 1 annexed hereto*~~ but excluding the structural parts of the Building which for these purposes includes the external walls, the internal supporting walls, the joists supporting the floors or roof (as the case may be) of the Other Flats and the concrete floor slabs or joists (as the case may be) of the Other Flats but not excluding the internal surface finishes of such parts of the Building and the plaster board plaster floor surfaces and ceiling and floor finishes of the same and for the purpose of identification shown coloured pink on Plan No. 1 and numbered 25 Park Avenue aforesaid TOGETHER WITH the garage situate ~~*d*~~ on the ground floor of the ~~*said B*~~ building and for the purpose of identification coloured blue on Plan No. 2 ~~*annexed hereto and numbered 25 Park Avenue aforesaid*~~ TOGETHER with the rights and EXCEPT AND RESERVED the exceptions and reservations set out in the ~~*F*~~ ~~*S*~~ schedule hereto TO HOLD the same unto the Lessee for the term of 99 years from the 1st day of January 1970 YIELDING AND PAYING therefor ~~*e*~~ during the said term the yearly rent of £25.00 by equal half yearly payments on the 24th day of June and the 25th day of December in each year without any deductions whatsoever the first of such payments or a proportionate part from the date hereof to be made on the 24th day of June next and PAYING ALSO upon demand by way of further or additional rent ~~*the Service Charge all such sums as the Lessor shall from time to time pay by way of premium for insuring and keeping insured the Maisonette against loss or damage by fire as hereinafter provided in case the Lessee shall make default in insuring and keeping insured the said Maisonette pursuant to the covenant in that behalf hereinafter contained*~~

1.2 "In this lease where the context so permits and for all purposes the following terms shall have the meanings ascribed to them:-

1.2.1 "the Accountant" means ~~*a qualified accountant or firm of accountants appointed by the Lessor from time to time*~~

- 1.2.2 "the Building" means *the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham*
- 1.2.3 "the Common Parts" means *the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them*
- 1.2.4 "the Estate" means *all the land comprised in Title Number WM340891 at the date hereof*
- 1.2.5 "the Flat" means *the Property demised by this Lease comprising the flat and the garage*
- 1.2.6 "the Initial Provisional Service Charge" means *the sum of £750.00*
- 1.2.7 "the Insured Risks" means *the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against*
- 1.2.8 "the Interest Rate" means *means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor*
- 1.2.9 "the Lessors Expenses" means *1.2.9.1 the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or*

incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and

1.2.9.2 the gross sums including any commission that the Lessor is from time to time liable to pay:

1.2.9.2.1 by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;

1.2.9.2.2 by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and

1.2.9.2.3 for insurance valuations provided that such valuations shall take place no more than once in any 12 month period

1.2.10 "the Other Flats" means 1.2.10.1 the flats in the Building other than the Flat

1.2.10.2 The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease

1.2.11 "the Parking Area" means that part of the Estate marked "Forecourt" on Plan No. 1

1.2.12. "Plan No. 1" and "Plan No. 2" means the plans attached so marked Numbers 1 and 2

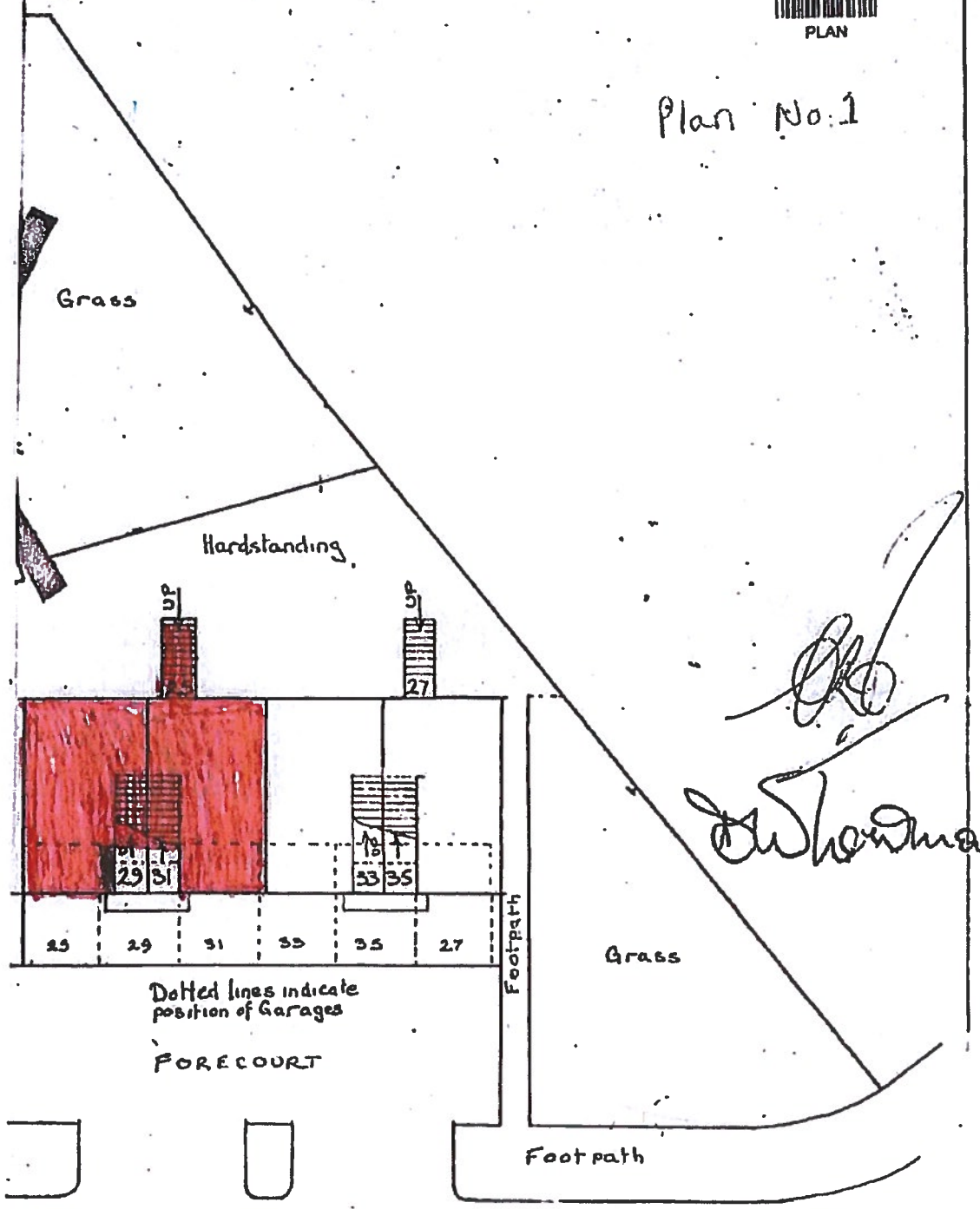
1.2.13 "Rents" means together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge

- 1.2.14 *"the Retained Parts"* *the parts of the Estate other than:*
means
- 1.2.14.1 *the Flat; and*
- 1.2.14.2 *the Other Flats*
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease*
- 1.2.15 *"the Service Charge Share"* *means* *1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it*
- 1.2.16 *"the Service Charge"* *means* *the Service Charge Share of the Lessors Expenses*
- 1.2.17 *"the Services"* *means* *the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease*
- 1.2.18 *"the Surveyor"* *means* *an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors*
- 1.2.19 *"the Variation Order"* *means* *the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019*
- 1.2.20 *"VAT"* *means* *value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT*

25/35 PARK AVENUE HANDSWORTH



Plan No: 1



Dotted lines indicate position of Garages

FORECOURT

PARK AVENUE

SCALE 1 INCH = 20 FEET

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term hereby granted hereby COVENANTS with the Lessor in manner following that is to say:-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term— hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the *Flat demised premises* or erect any new buildings thereon or removed any of the *Landlord's Lessor's* fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but ~~to will~~ occupy and use the *Flat Maisonette* for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor its lessees or tenants or to the ~~Owners~~ or occupiers of any adjoining or neighbouring property ~~And~~ in particular ~~not to will not~~ exhibit or permit or suffer to be exhibited on the *Flat Maisonette* or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette* ~~And~~ at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

~~(9)~~(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the *Flat Maisonette* well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the *Landlord's-Lessor's* fixtures safe undefaced and fit for use

~~(10)~~ (9) To pay all expenses (including Solicitors' costs and *the* Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and show to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13)~~ (10) To use his best endeavours to prevent any easement or right belonging to or used with the *Flat Maisonette* from being obstructed or lost

~~(14)~~ (11) Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a *fee of two pounds ten pence reasonable fee* to the Lessor's Solicitors for each registration plus Value Added Tax at the rate then prevailing

3. THE Lessee ~~H~~ hereby COVENANTS with the Lessor and the owners and Lessees of the ~~other Maisonettes~~ Other Flats comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned~~ Building that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the ~~T~~hird ~~S~~chedule hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~L~~essees of the ~~other Maisonettes~~ Other Flats comprised in the ~~B~~uilding ~~of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i)~~ Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the ~~Flat Maisonette~~ or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v) (ii)~~ In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term ~~howsoever~~ determine ~~d when it may to~~ paint with two coats of good oil paint and grain varnish and paper in like manner all the interior parts of the ~~Flat Maisonette~~ which have previously been or ought to be papered whitewashed stopped ~~and or~~ coloured

~~(vi) (iii)~~ Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

- ~~(a) (i)~~ That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- ~~(b) (ii)~~ That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the ~~Building premises known as 25/35 Park Avenue aforesaid~~ to covenant ~~to and~~ observe *in a similar form to those the* restrictions set forth in the ~~said~~ Third Schedule hereto
- ~~(c) (iii)~~ That (if so required by the Lessee) ~~it-the Lessor~~ will enforce the covenants similar to those contained in ~~the Third Schedule Clause 4~~ here ~~toof~~ entered into or to be entered into by the transferee or Lessees of the ~~other-Maisonettes Other Flats~~ comprised in ~~the said Bbuilding on~~ the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
- ~~(iv)~~ *To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority*

5.1 Provision of the Services

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that:-

5.2 Relief from liability

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 could have been prevented; or

5.2.2 its consequences could have been lessened; or

5.2.3 the time during which its consequences were experienced could have been shortened

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 *Variation and withholding of the Services*

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent Rents~~ hereby reserved or any part thereof shall be unpaid for ~~21~~ Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the ~~Flat demised premises~~ or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the ~~Lessees~~ covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

- (i) That every *non-structural* internal wall separating the *Flat Maisonette* from ~~any adjoining Maisonette~~ *the Other Flats* shall be a party wall
- (ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (iii) *The singular number shall include the plural number and the masculine gender shall include the feminine gender*

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £10,000.00

IN WITNESS whereof the Lessor has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the ~~Bbuilding of~~ *which the Maisonette forms part* and from the site and roof thereof

2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the *Flat Maisonette* through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the *said Bbuilding* or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the *said Bbuilding* for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the *said Bbuilding* for the purpose of repairing maintaining renewing altering or rebuilding the *Flat Maisonette* or any part of the *said Bbuilding* giving subjacent or lateral support shelter or protection to the *Flat-Maisonette*
5. The benefit of the restrictions contained in each of the Leases of the *Other Flats Maisonettes* comprised in the *said Bbuilding* granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers of the *Other Flats adjoining Maisonette* to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the *Bbuilding* for recreational and clothes drying purposes *subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement* PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the *said Bbuilding* is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion
7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying *the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease*

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the *said Bbuilding* and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively right over or in connection with the *Flat property hereby demised* corresponding to the rights heretofore granted to the Lessee and a right for the owner or occupiers of the adjoining *Flats Maisonettes Nos numbers 29 and 31 Park Avenue* aforesaid to use the meter cupboard coloured green on Plan No. 1-*annexed hereto*

9. There is reserved

- (a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such Lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to make within a period of ~~21~~ Twenty-one years from the death of the survivor of the descendants of his late Majesty King George V living at the 1st day of May 1962 such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

THE SECOND SCHEDULE hereinbefore referred to

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slops used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year

2.3.2 If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:

2.3.2.1 the supervision and management of the provision of the Services for the Building,

2.3.2.2 the preparation of statements or certificates of the Lessors Expenses,

2.3.2.3 the auditing of the Lessors Expenses, or

2.3.2.4 the collection of rents from the Building, or enforcement of the Lessees obligations

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the

financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

- 3.1 repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats*
- 3.2 decorating the Retained Parts as often as is reasonably necessary*
- 3.3 operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 providing reasonable lighting in the Common Parts inside the Building (if any)*

- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*
- 3.14 *discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 *erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 *administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*

- 3.17 *discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 *paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 *taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 *discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 *such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners Lessees and occupiers of the *Other Flats other Maisonettes* comprised in the *said Building* or in the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any *Maisonettes-flat* in or part of the *said Building* or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the *Flat Maisonette*
4. No clothes or other articles shall be hung or exposed outside windows of the *Flat Maisonette* no mat shall be shaken out of the windows of *the Flat Maisonette* and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the *Other Flats Maisonettes* comprised in the *said Building* shall be kept in the *Flat Maisonette*

5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the *Flat Maisonette* forms part without the consent in writing of the Lessor first obtained
6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the *Flat Maisonette* or to any other part of the *B*uilding of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee
7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the *Flat Maisonette* or in the surrounding areas of the *B*uilding at any time except in such places as may be specially provided by the Lessor
8. Not to be hold or permit the holding of any sale by auction on any part of the *Flat Maisonette* or the *B*uilding of which the premises form part
9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the *B*uilding or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left at the *Flat Maisonette* and to place under any piano kept in the *Flat premises* rubber insulators or other effective means satisfactory to the *Landlord Lessor* to deaden the sound thereof
10. Not to keep in the *Flat Maisonette* or the *B*uildings or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind
11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *B*uilding of which it forms part
12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*
13. To provide if not provided by the *Local Authority* a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith
14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times
15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the *g*Garage doors

16. Not to store or cause to be stored in the ~~g~~Garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said ~~B~~uilding or any ~~flat~~ *Maisonette* forming part thereof
17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked
18. Not to install or permit the installation of any machinery of any kind in the garage
19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.
20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or ~~p~~ermitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees
21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the ~~g~~Garage *forming part of the premises*
22. Not to bring into or take out of the ~~B~~uilding any furniture or bulky materials except between the hours of 8.00.a.m. and sunset
23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month
24. Not to use in the ~~demised premises~~ *Flat* any electrical apparatus which has not an effective suppressor affixed thereto
25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonette*
26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the ~~B~~uilding of which the *Flat Maisonette* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires

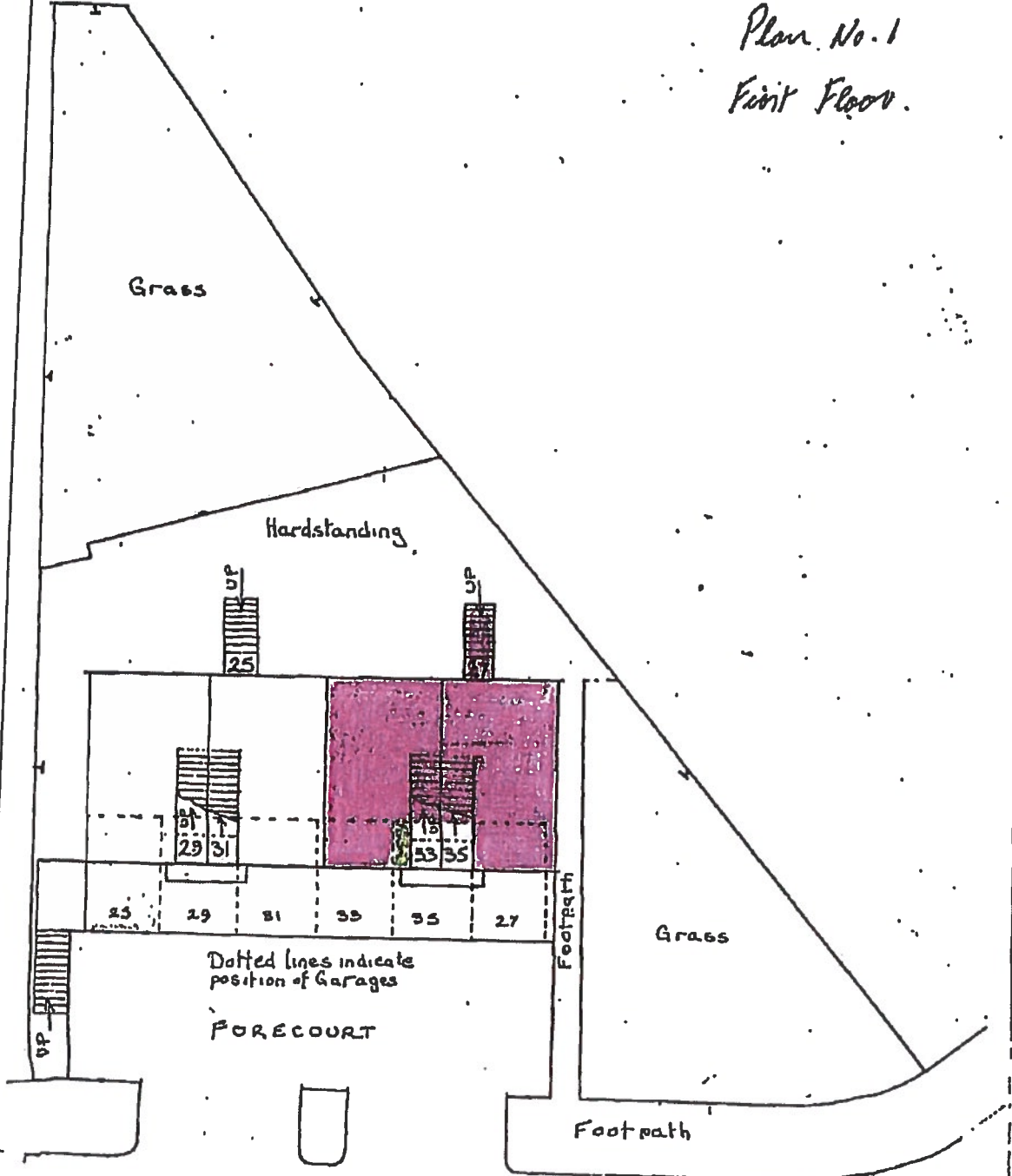
- 1.2.1 "the Accountant" means a qualified accountant or firm of accountants appointed by the Lessor from time to time
- 1.2.2 "the Building" means the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham
- 1.2.3 "the Common Parts" means the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them
- 1.2.4 "the Estate" means all the land comprised in Title Number WM340891 at the date hereof
- 1.2.5 "the Flat" means the Property demised by this Lease comprising the flat and the garage
- 1.2.6 "the Initial Provisional Service Charge" means the sum of £750.00
- 1.2.7 "the Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against
- 1.2.8 "the Interest Rate" means means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor

- 1.2.9 *"the Lessors Expenses"* means 1.2.9.1 *the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and*
- 1.2.9.2 *the gross sums including any commission that the Lessor is from time to time liable to pay:*
- 1.2.9.2.1 *by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;*
- 1.2.9.2.2 *by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and*
- 1.2.9.2.3 *for insurance valuations provided that such valuations shall take place no more than once in any 12 month period*
- 1.2.10 *"the Other Flats"* means 1.2.10.1 *the flats in the Building other than the Flat*
- 1.2.10.2 *The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease*
- 1.2.11 *"the Parking Area"* means *that part of the Estate marked "Forecourt" on Plan No. 1*
- 1.2.12. *"Plan No. 1" and "Plan No. 2"* means *the plans attached so marked Numbers 1 and 2*

- 1.2.13 "Rents" means *together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge*
- 1.2.14 "the Retained Parts" means *the parts of the Estate other than:*
- 1.2.14.1 *the Flat; and*
- 1.2.14.2 *the Other Flats*
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease*
- 1.2.15 "the Service Charge Share" means *1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it*
- 1.2.16 "the Service Charge" means *the Service Charge Share of the Lessors Expenses*
- 1.2.17 "the Services" means *the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease*
- 1.2.18 "the Surveyor" means *an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors*
- 1.2.19 "the Variation Order" means *the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019*

25/35 PARK AVENUE HANDSWORTH

Plan No. 1
First Floor.



Dotted lines indicate position of Garages

FORECOURT

PARK AVENUE

SCALE 1 INCH = 20 FEET

This official copy is incomplete without the preceding notes.

1.2.20 "VAT" means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term hereby granted hereby COVENANTS with the Lessor in manner following (that is to say):-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term—hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the *Flat demised premises* or erect any new buildings thereon or removed any of the *Landlord's Lessor's* fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but ~~to will~~ occupy and use the *Flat Maisonette* for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor ~~his~~ its lessees or tenants or to the owners or occupiers of any adjoining or neighbouring property and in particular ~~not to will not~~ exhibit or permit or suffer to be exhibited on the *Flat Maisonette* or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette*

And at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

(9)(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the Flat Maisonette well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the Landlord's Lessor's fixtures safe undefaced and fit for use

~~(10)~~ (9) To pay all expenses (including Solicitors' costs and the Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and show to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13)~~ (10) To use their best endeavours to prevent any easement or right belonging to or used with the Flat Maisonette from being obstructed or lost

~~(14)~~ (11) Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a fee

~~of Ten Pounds reasonable fee~~ to the Lessor's Solicitors for each registration plus Value Added Tax at the rate then prevailing

3. THE Lessee hereby COVENANTS with the Lessor and the owners and ~~Lessees of the other Maisonettes~~ Other Flats comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned~~ Building that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the Third Schedule hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~Lessees of the other Maisonettes-Other Flats comprised~~ in the ~~B~~building ~~of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i) Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the Flat Maisonette or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice~~

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v) (ii) In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term howsoever determine ~~d when it may to~~ paint with two coats of good oil paint and grain varnish and paper~~

in like manner all the interior parts of the *Flat Maisonette* which have previously been or ought to be papered whitewashed stopped or coloured

~~(vi) (iii)~~ Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

- ~~(a) (i)~~ That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for him
- ~~(b) (ii)~~ That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the *Building premises known as 25/35 Park Avenue aforesaid* to covenant ~~to and~~ observe *in a similar form to those the* restrictions set forth in the *said* Third Schedule hereto
- ~~(e) (iii)~~ That (if so required by the Lessee) *the Lessor* will enforce the covenants similar to those contained in *the Third Schedule Clause 4* here ~~to~~ entered into or to be entered into by the transferee or Lessees of the *other Maisonettes Other Flats* comprised in *the said Bbuilding on* the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
- ~~(d) — That (subject as aforesaid) the Lessor will so often as reasonably required:-~~
- ~~(i) Maintain and repair and replace the roofs gutters drain pipes drain systems sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services facilities and amenities and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~
- ~~(ii) Repair paint and when necessary replace the boundary fences marked with a 'T' on the plan annexed hereto~~
- ~~(iii) Maintain the right of way amenity area the forecourt to the garage footpath hardstanding and green slopes used in common~~
- ~~(iii) If the Lessee pays the Service Charge the Lessor covenants to provide the Services (as listed at the date of this Lease in the Schedule 2 but subject to the provisions of paragraph 2 of the Second Schedule 2~~
- ~~(iv) To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority~~

5.1 Provision of the Services

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that:-

5.2. Relief from liability

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 could have been prevented; or

5.2.2 its consequences could have been lessened; or

5.2.3 the time during which its consequences were experienced could have been shortened

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 Variation and withholding of the Services

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent~~ *Rents* hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the ~~Flat demised premises~~ or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the ~~Lessees~~ *Lessees* covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

(i) That every *non-structural* internal wall separating the *Flat Maisonette* from ~~any adjoining Maisonette~~ *the Other Flats* shall be a party wall

(ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

(iii) The singular number shall include the plural number and the masculine gender shall include the feminine gender

8. 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~~ (other than rent) ~~exceeds TWENTY FIVE THOUSAND POUNDS~~ £25,000

IN WITNESS whereof the Lessor and the Lessee have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the ~~B~~building ~~of which the Maisonette forms part~~ and from the site and roof thereof
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the ~~Flat Maisonette~~ through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the ~~said B~~building or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing maintaining renewing altering or rebuilding the ~~Flat Maisonette~~ or any part of the ~~said B~~building giving subjacent or lateral support shelter or protection to the ~~Flat Maisonette~~
5. The benefit of the restrictions contained in each of the Leases of the ~~Other Flats Maisonettes~~ comprised in the ~~said B~~building granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers of the ~~Other Flats adjoining maisonette~~ to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the ~~B~~building for recreational and clothes drying purposes ~~subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement~~ PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the ~~said B~~building is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion

7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying *the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease*

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the ~~said B~~ building and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively right over or in connection with the ~~Flat~~ property hereby demised corresponding to the rights heretofore granted to the Lessees and a right for the owner or occupiers of the adjoining ~~Flats Maisonettes~~ numbers 33 and 35 Park Avenue aforesaid to use the meter cupboard coloured green on Plan ~~number No. 1 annexed hereto~~

9. There is reserved

(a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such Lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to make within a period of Twenty-one years from the death of the survivor of the descendants of his late Majesty King George V living at the 1st day of May 1962 such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

THE SECOND SCHEDULE hereinbefore referred to

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services~~

~~facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slops used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors

and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 *In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year*

2.3.2 *If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:*

2.3.2.1 *the supervision and management of the provision of the Services for the Building,*

2.3.2.2 *the preparation of statements or certificates of the Lessors Expenses,*

2.3.2.3 *the auditing of the Lessors Expenses, or*

2.3.2.4 *the collection of rents from the Building, or enforcement of the Lessees obligations*

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

- 3.1 *repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats*
- 3.2 *decorating the Retained Parts as often as is reasonably necessary*
- 3.3 *operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 *placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 *providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 *providing reasonable lighting in the Common Parts inside the Building (if any)*
- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other*

- obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*
- 3.14 discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*
- 3.17 discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners Lessees and occupiers of the *Other Flats other Maisonettes* comprised in the *said Bbuilding* or in the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any *Maisonettes-flat* in or part of the *said Bbuilding* or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the *Flat Maisonette*
4. No clothes or other articles shall be hung or exposed outside windows of the *Flat Maisonette* no mat shall be shaken out of the windows of *the Flat Maisonette* and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the *Other Flats Maisonettes* comprised in the *said Bbuilding* shall be kept in the *Flat Maisonette*
5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the *Flat Maisonette* forms part without the consent in writing of the Lessor first obtained
6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the *Flat Maisonette* or to any other part of the *Bbuilding* of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee
7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the *Flat Maisonette* or in the surrounding areas of the *Bbuilding* at any time except in such places as may be specially provided by the Lessor
8. Not to be hold or permit the holding of any sale by auction on any part of the *Flat Maisonette* or the *Bbuilding* of which the premises form part
9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the *Bbuilding* or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left at the *Flat Maisonette* and to place under any piano kept in the *Flat premises* rubber insulators or other effective means satisfactory to the *Landlord Lessor* to deaden the sound thereof

10. Not to keep in the *Flat Maisonette* or the *B*uilding or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind
11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *B*uilding of which it forms part
12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*
13. To provide if not provided by the Local Authority a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith
14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times
15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the garage doors
16. Not to store or cause to be stored in the garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said *B*uilding or any *flat Maisonette* forming part thereof
17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked
18. Not to install or permit the installation of any machinery of any kind in the garage
19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.
20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or permitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees
21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the garage *forming part of the premises*
22. Not to bring into or take out of the *B*uilding any furniture or bulky materials except between the hours of 8.00.a.m. and sunset
23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month
24. Not to use in the *premises Flat* any electrical apparatus which has not an effective suppressor affixed thereto

25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonet*

26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the *Bbuilding* of which the *Flat Maisonet* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires

THIS LEASE is made the of BETWEEN
MIDLAND LAND DEVELOPMENT LIMITED whose registered office is situated at Norfolk House, Smallbrook, Queensway in the city of Birmingham (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person or persons for the time being entitled to the premises hereby demised in reversion immediately expectant on the term of years hereby granted) of the one part and DAVID GITTINGS AND SUSAN LETITIA GETTINGS his wife of 131 Duncroft Road, Yardley in the said city of Birmingham (hereinafter called "the Lessee" which expression shall where the context so requires or admits include the successors in title and assigns of the Lessee) of the other part

NOW THIS DEED WITNESSETH as follows:-

1.1. IN CONSIDERATION of the sum of *FIVE THOUSAND POUNDS (£5,000.00)* paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and the covenants on the part of the Lessee and the conditions herein contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT *maisonette (hereinafter called "the Maisonette") Numbered 29 and property comprising being on the second and third floor of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham comprising on the second floor a Hall Entrance dining room or lounge kitchen and separate W.C. and on the third floor two bedrooms and bathroom of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham which Maisonette is coloured Pink on Plan No. 3 hereto annexed but excluding the structural parts of the Building which for these purposes includes the external walls, the internal supporting walls, the joists supporting the floors or roof (as the case may be) of the Other Flats and the concrete floor slabs or joists (as the case may be) of the Other Flats but not excluding the surface finishes of such parts of the Building and the plaster board plaster floor surfaces and ceiling and floor finishes of the same and for the purpose of identification shown coloured pink on Plan No. 3 and numbered 29 Park Avenue aforesaid TOGETHER WITH the balcony on the third floor only coloured blue on the said plan Plan No. 3 and including including one half in depth of the joist between the floors of the Maisonette and the ceilings of the Maisonette below it internal and external walls above the same level and the roof of the said building so far as the same constitutes the roof of the Maisonette and the external walls and internal walls dividing the Maisonette from the adjoining maisonette the porch and separate staircase leading to the Maisonette Flat from the first floor level and coloured Pink on Plan No. 2 hereto annexed TOGETHER WITH the garage situated at on the ground floor level of the Building and in part beneath the first floor Maisonette No. 25 and numbered garage No. 29 Park Avenue aforesaid and for the purpose of identification coloured Pink on Plan No. 1 hereto TOGETHER with the rights and EXCEPT AND RESERVED the exceptions and reservations set out in the First Schedule hereto TO HOLD the same unto the Lessee for the term of 99 years from the 1st day of January 1970 YIELDING AND PAYING therefor during the said term the yearly rent of £25.00 by equal half yearly payments on the 24th day of June and the 25th day of December in each year without any deductions whatsoever the first of such payments or a proportionate part from the date hereof to be made on the 24th day of June next and PAYING ALSO upon demand by way of further or additional rent *the Service Charge all such sums as the Lessor shall from time to time pay by way of premium for insuring and keeping insured the Maisonette against loss or damage by fire as hereinafter provided in case the Lessee shall make default in insuring and keeping insured the said Maisonette pursuant to the covenant in that behalf hereinafter contained**

1.2 "In this lease where the context so permits and for all purposes the following terms shall have the meanings ascribed to them:-

1.2.1 "the Accountant" means a qualified accountant or firm of accountants appointed by the Lessor from time to time

1.2.2 "the Building" means the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham

1.2.3 "the Common Parts" means the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them

1.2.4 "the Estate" means all the land comprised in Title Number WM340891 at the date hereof

1.2.5 "the Flat" means the Property demised by this Lease comprising the flat and the garage

1.2.6 "the Initial Provisional Service Charge" means the sum of £750.00

1.2.7 "the Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against

1.2.8 "the Interest Rate" means means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor

and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor

1.2.9 "the Lessors Expenses" means

1.2.9.1 the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and

1.2.9.2 the gross sums including any commission that the Lessor is from time to time liable to pay:

1.2.9.2.1 by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;

1.2.9.2.2 by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and

1.2.9.2.3 for insurance valuations provided that such valuations shall take place no more than once in any 12 month period

1.2.10 "the Other Flats" means

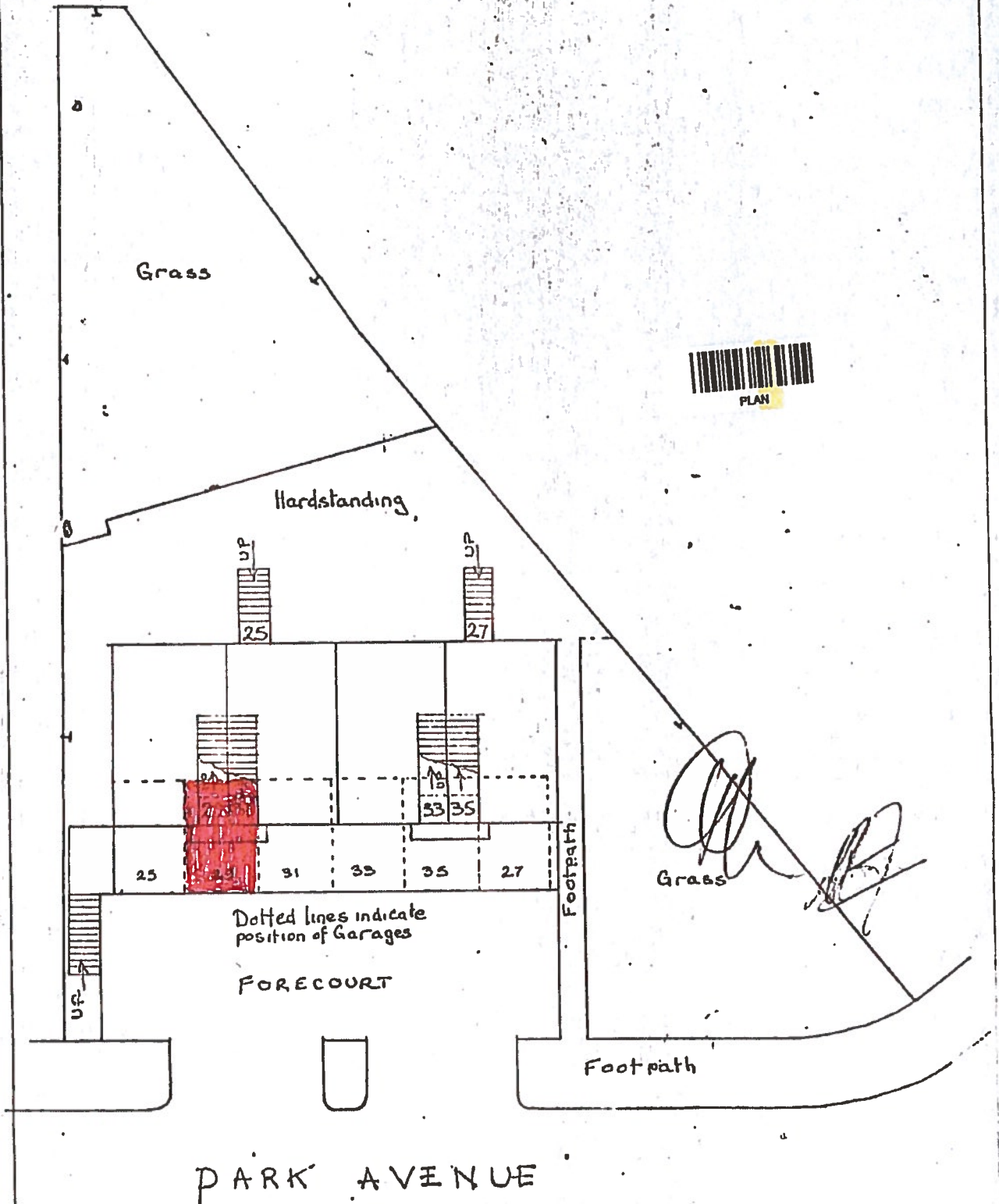
1.2.10.1 the flats in the Building other than the Flat

1.2.10.2 The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease

- 1.2.11 "the Parking Area" means *that part of the Estate marked "Forecourt" on Plan No. 1*
- 1.2.12. "Plan No. 1" and "Plan No. 2" and "Plan No. 3" means *the plans attached so marked Numbers 1, 2 and 3*
- 1.2.13 "Rents" means *together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge*
- 1.2.14 "the Retained Parts" means *the parts of the Estate other than:*
- 1.2.14.1 *the Flat; and*
- 1.2.14.2 *the Other Flats*
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease*
- 1.2.15 "the Service Charge Share" means *1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it*
- 1.2.16 "the Service Charge" means *the Service Charge Share of the Lessors Expenses*
- 1.2.17 "'the Services' means *the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease*
- 1.2.18 "'the Surveyor" means *an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors*

29 ~~25~~ PARK AVENUE HANDSWORTH

Plan No 1 Ground Floor

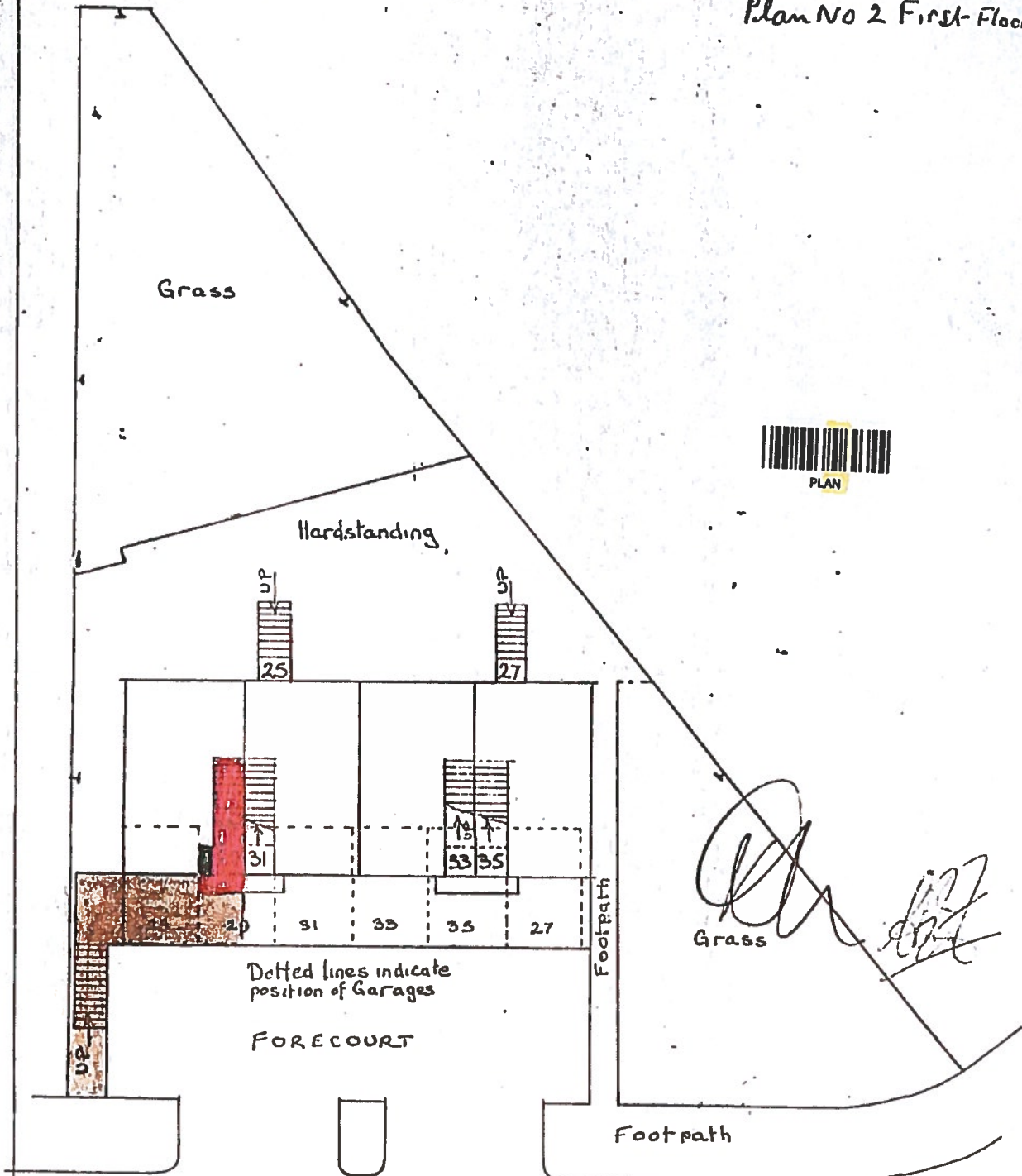


[Handwritten signature]

SCALE 1 INCH = 20 FEET

29/35 PARK AVENUE HANDSWORTH

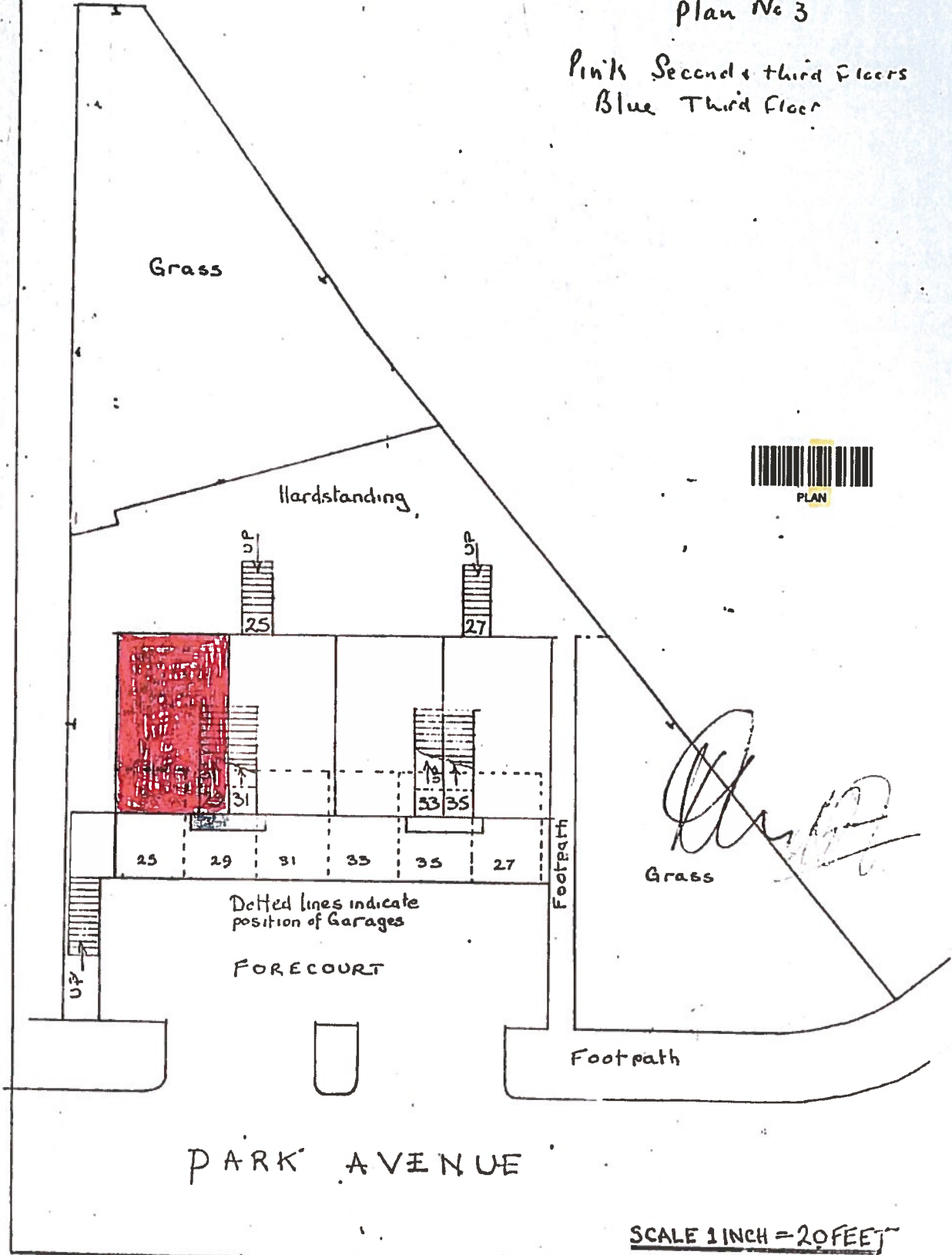
Plan No 2 First Floor



29/ PARK AVENUE HANDSWORTH

Plan No 3

Pink Second & third floors
Blue Third floor



1.2.19 "the Variation Order" means the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019

1.2.20 "VAT" means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term ~~granted hereby hereby granted~~ hereby COVENANTS with the Lessor in manner following (that is to say):-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term—hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the ~~Flat demised premises~~ or erect any new buildings thereon or removed any of the ~~Landlord's Lessor's~~ fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but ~~to will~~ occupy and use the ~~Flat Maisonette~~ for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor its lessees or tenants or to the owners or occupiers of any adjoining or neighbouring property ~~A~~ and in particular ~~not to will not~~ exhibit or permit or suffer to be exhibited on the ~~Flat Maisonette~~ or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette* and at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

~~(9)~~(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the *Flat Maisonette* well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the ~~landlord's Lessor's~~ fixtures safe undefaced and fit for use

~~(10)~~ (9) To pay all expenses (including Solicitors' costs and ~~the~~ Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and show to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13)~~ (10) To use his best endeavours to prevent any easement or right belonging to or used with the *Flat Maisonette* from being obstructed or lost

~~(14) (11)~~ Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a ~~fee of two pounds ten pence~~ *reasonable fee* to the Lessor's Solicitors for each registration plus Value Added Tax at the rate ~~then~~ prevailing *for the time being*

3. THE Lessee ~~Hereby~~ COVENANTS with the Lessor and the owners and ~~Lessees~~ of the ~~other Maisonettes Other Flats~~ comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned Building~~ that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the ~~Third~~ ~~S~~schedule hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~Lessees~~ of the ~~other Maisonettes~~ Other Flats ~~comprised~~ in the ~~Building of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i)~~ Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the ~~Flat Maisonette~~ or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v)~~ (ii) In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term *howsoever* determine ~~d when it may to~~ paint with two coats of good oil paint and grain varnish and paper in like manner all the interior parts of the *Flat Maisonette* which have previously been or ought to be papered whitewashed stopped ~~and or~~ coloured

~~(vi)~~ (iii) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

- ~~(a)~~ (i) That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- ~~(b)~~ (ii) That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the ~~Building premises known as 25/35 Park Avenue aforesaid~~ to covenant ~~to and~~ observe *in a similar form to those the* restrictions set forth in the ~~said~~ Third Schedule hereto
- ~~(c)~~ (iii) That (if so required by the Lessee) ~~it the Lessor~~ will enforce the covenants similar to those contained in ~~the Third Schedule Clause 4~~ here ~~toof~~ entered into or to be entered into by the transferee or Lessees of the ~~other maisonettes Other Flats~~ comprised in ~~the said Bbuilding on~~ the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
- (iv) *To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority*

5.1 *Provision of the Services*

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that:-

5.2. *Relief from liability*

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 *could have been prevented; or*

5.2.2 *its consequences could have been lessened; or*

5.2.3 *the time during which its consequences were experienced could have been shortened*

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 *Variation and withholding of the Services*

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent~~ *Rents* hereby reserved or any part thereof shall be unpaid for ~~21~~ *Twenty-one* days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the *Flat demised premises* or any part thereof in the name of the whole and thereupon this ~~demise~~ shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the *Lessees* covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

- (i) That every *non-structural* internal wall separating the *Flat Maisonette* from *any adjoining Maisonette the Other Flats* shall be a party wall
- (ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (iii) The singular number shall include the plural number and the masculine gender shall include the feminine gender*

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £10,000

IN WITNESS whereof the Lessor has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the ~~B~~building of ~~which the Maisonette forms part~~ and from the site and roof thereof
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the ~~Flat Maisonette~~ through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the ~~said B~~building or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing maintaining renewing altering or rebuilding the ~~Flat Maisonette~~ or any part of the ~~said B~~building giving subjacent or lateral support shelter or protection to the ~~Flat-Maisonette~~
5. The benefit of the restrictions contained in each of the Leases of the ~~Other Flats Maisonettes~~ comprised in the ~~said B~~building granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers ~~of the maisonettes adjoining~~ of the ~~Other Flats adjoining the Maisonette Flat~~ and numbered 31, 33 and 35 to go pass and repass on foot only over and along the steps and access way running from the forecourt to the first floor level over the garages coloured ~~B~~rown on ~~P~~lan No. 2 ~~hereto annexed~~ for the purpose of access to and egress from the ~~Maisonette Flat~~ and the right to ~~enjoy~~ in common with the lessees and occupiers of the adjoining flat numbered 31 to use the meter cupboard and dustbin cupboard coloured ~~G~~reen on ~~the said~~ Plan No.2 and the right in common with the Lessor and the ~~other~~ lessees ~~or and~~ occupiers of the ~~said building Other Flats~~ to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the ~~B~~building for recreational and clothes drying purposes ~~subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement~~ PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the ~~said B~~building is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion

7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying *the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease*

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the ~~said B~~ building and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively rights over or in connection with the ~~Flat property hereby demised~~ corresponding to the rights heretofore granted to the Lessee and a right of way over the ~~P~~ porch of the ~~Maisonette Flat~~ to the meter cupboard and dustbin cupboard for the lessee or occupiers of ~~maisonette flat~~ No. 31

9. There is reserved

(a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to make within a period of ~~21~~ Twenty-one years from the death of the survivor of the descendants of his late Majesty King George V living at the 1st day of May 1962 such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

~~THE SECOND SCHEDULE hereinbefore referred to~~

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services~~

~~facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slopes used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors

and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year

2.3.2 If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:

2.3.2.1 the supervision and management of the provision of the Services for the Building,

2.3.2.2 the preparation of statements or certificates of the Lessors Expenses,

2.3.2.3 the auditing of the Lessors Expenses, or

2.3.2.4 the collection of rents from the Building, or enforcement of the Lessees obligations

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

- 3.1 *repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats*
- 3.2 *decorating the Retained Parts as often as is reasonably necessary*
- 3.3 *operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 *placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 *providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 *providing reasonable lighting in the Common Parts inside the Building (if any)*
- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other*

- obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*
- 3.14 discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*
- 3.17 discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoing whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners lessees and occupiers of the *Other Flats other maisonettes* comprised in the *said Bbuilding* or in the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any *Maisonettes-flat* in or part of the *said Bbuilding* or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the *Flat Maisonette*
4. No clothes or other articles shall be hung or exposed outside windows of the *Flat Maisonette* no mat shall be shaken out of the windows of *the Flat Maisonette* and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the *Other Flats Maisonettes* comprised in the *said Bbuilding* shall be kept in the *Flat Maisonette*
5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the *Flat Maisonette* forms part without the consent in writing of the Lessor first obtained
6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the *Flat Maisonette* or to any other part of the *Bbuilding* of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee
7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the *Flat Maisonette* or in the surrounding areas of the *Bbuilding* at any time except in such places as may be specially provided by the Lessor
8. Not to be hold or permit the holding of any sale by auction on any part of the *Flat Maisonette* or the *Bbuilding* of which the premises form part
9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the *Bbuilding* or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left

at the *Flat Maisonette* and to place under any piano kept in the *Flat premises* rubber insulators or other effective means satisfactory to the *Landlord Lessor* to deaden the sound thereof

10. Not to keep in the *Flat Maisonette* or the *Bb*uildings or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind

11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *Bb*uilding of which it forms part

12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*

13. To provide if not provided by the Local Authority a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith

14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times

15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the garage doors

16. Not to store or cause to be stored in the garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said *Bb*uilding or any *flat Maisonette* forming part thereof

17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked

18. Not to install or permit the installation of any machinery of any kind in the garage

19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.

20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or permitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees

21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the *gGarage forming part of the premises*

22. Not to bring into or take out of the *Bb*uilding any furniture or bulky materials except between the hours of 8.00.a.m. and sunset

23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month

24. Not to use in the *premises Flat* any electrical apparatus which has not an effective suppressor affixed thereto

25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonette*

26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the *Bb*building of which the *Flat Maisonette* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect

of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all

money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires

THIS LEASE is made the _____ day of _____ BETWEEN
MIDLAND LAND DEVELOPMENT LIMITED whose registered office is situated at Norfolk House, Smallbrook, Queensway in the city of Birmingham (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person or persons for the time being entitled to the premises hereby demised in reversion immediately expectant on the term of years hereby granted) of the one part and JOHN PATRICK GREENAN of 31 Park Avenue, Handsworth in this city of Birmingham (hereinafter called "the Lessee" which expression shall where the context so requires or admits include the successors in title and assigns of the Lessee) of the other part
NOW THIS DEED WITNESSETH as follows:-

1.1. IN CONSIDERATION of the sum of *FIVE THOUSAND POUNDS (£5,000.00)* paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and the covenants on the part of the Lessee and the conditions herein contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT *maisonette (hereinafter called "the Maisonette") Numbered 31 and property comprising being on the second and third floor of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham comprising on the second floor an Hall Entrance dining room or lounge kitchen and separate W.C. and on the third floor two bedrooms and bathroom of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham which Maisonette is coloured Pink on Plan No. 3 hereto annexed but excluding the structural parts of the Building which for these purposes includes the external walls, the internal supporting walls, the joists supporting the floors or roof (as the case may be) of the Other Flats and the concrete floor slabs or joists (as the case may be) of the Other Flats but not excluding the surface finishes of such parts of the Building and the plaster board plaster floor surfaces and ceiling and floor finishes of the same and for the purpose of identification shown coloured pink on Plan No. 3 and numbered 31 Park Avenue aforesaid* TOGETHER WITH the balcony on the third floor only coloured blue on *the said plan Plan No. 3* and including *including one half in depth of the joist between the floors of the Maisonette and the ceilings of the Maisonette below it internal and external walls above the same level and the roof of the said building so far as the same constitutes the roof of the Maisonette and the external walls and internal walls dividing the Maisonette from the adjoining maisonette* the porch and separate staircase leading to the *Maisonette* Flat from the first floor level and coloured *P*ink on Plan No. 2 *hereto annexed* TOGETHER WITH the garage situated *at on* the ground floor *level of the Building and in part beneath the first floor Maisonette No. 25 and numbered garage No. 31 Park Avenue aforesaid and for the purpose of identification* coloured *P*ink on Plan No. 1 *hereto* TOGETHER with the rights and EXCEPT AND RESERVED the exceptions and reservations set out in the First Schedule hereto TO HOLD the same unto the Lessee for the term of 99 years from the 1st day of January 1970 YIELDING AND PAYING therefor during the said term the yearly rent of £25.00 by equal half yearly payments on the 24th day of June and the 25th day of December in each year without any deductions whatsoever the first of such payments or a proportionate part from the date hereof to be made on the 25th day of December next and PAYING ALSO upon demand by way of further or additional rent *the Service Charge all such sums as the Lessor shall from time to time pay by way of premium for insuring and keeping insured the Maisonette against loss or damage by fire as hereinafter provided in case the Lessee shall make default in insuring and keeping insured the said Maisonette pursuant to the covenant in that behalf hereinafter contained*

1.2 *"In this lease where the context so permits and for all purposes the following terms shall have the meanings ascribed to them:-*

1.2.1 *"the Accountant" means a qualified accountant or firm of accountants appointed by the Lessor from time to time*

1.2.2 *"the Building" means the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham*

1.2.3 *"the Common Parts" means the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them*

1.2.4 *"the Estate" means all the land comprised in Title Number WM340891 at the date hereof*

1.2.5 *"the Flat" means the Property demised by this Lease comprising the flat and the garage*

1.2.6 *"the Initial Provisional Service Charge" means the sum of £750.00*

1.2.7 *"the Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against*

1.2.8 *"the Interest Rate" means means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor*

- 1.2.9 "the Lessors Expenses" means*
- 1.2.9.1 the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and*
- 1.2.9.2 the gross sums including any commission that the Lessor is from time to time liable to pay:*
- 1.2.9.2.1 by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;*
- 1.2.9.2.2 by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and*
- 1.2.9.2.3 for insurance valuations provided that such valuations shall take place no more than once in any 12 month period*
- 1.2.10 "the Other Flats" means*
- 1.2.10.1 the flats in the Building other than the Flat*
- 1.2.10.2 The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease*
- 1.2.11 "the Parking Area" means that part of the Estate marked "Forecourt" on Plan No. 1*
- 1.2.12. "Plan No. 1" and "Plan No. the plans attached so marked Numbers 1, 2 and 3*

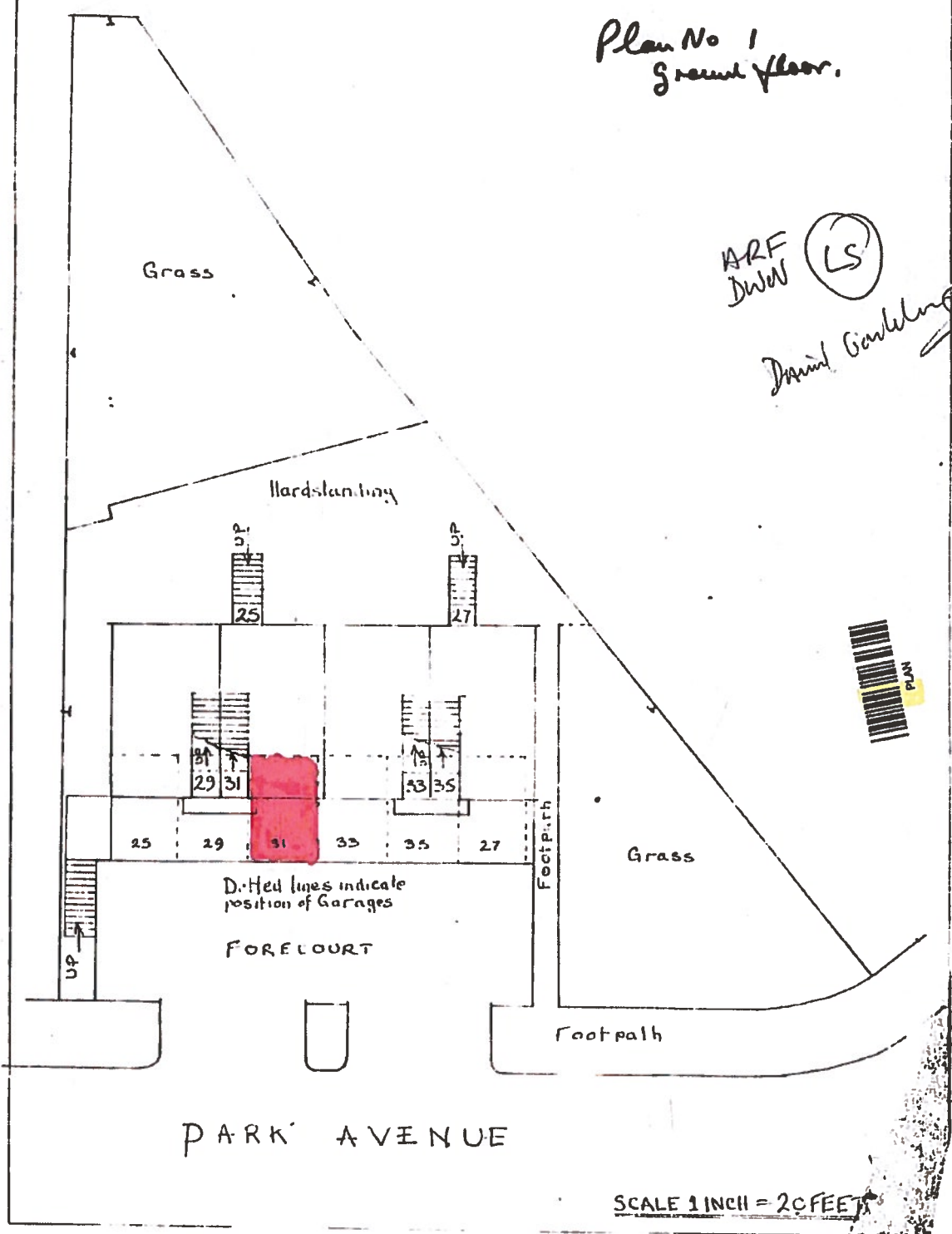
- 1.2.13 "Rents" means together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge
- 1.2.14 "the Retained Parts" means the parts of the Estate other than:
- 1.2.14.1 the Flat; and
- 1.2.14.2 the Other Flats
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease
- 1.2.15 "the Service Charge Share" means 1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it
- 1.2.16 "the Service Charge" means the Service Charge Share of the Lessors Expenses
- 1.2.17 "the Services" means the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease
- 1.2.18 "the Surveyor" means an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- 1.2.19 "the Variation Order" means the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019

2731 PARK AVENUE HANDSWORTH

Plan No 1
Ground floor.

ARF
DWG (LS)

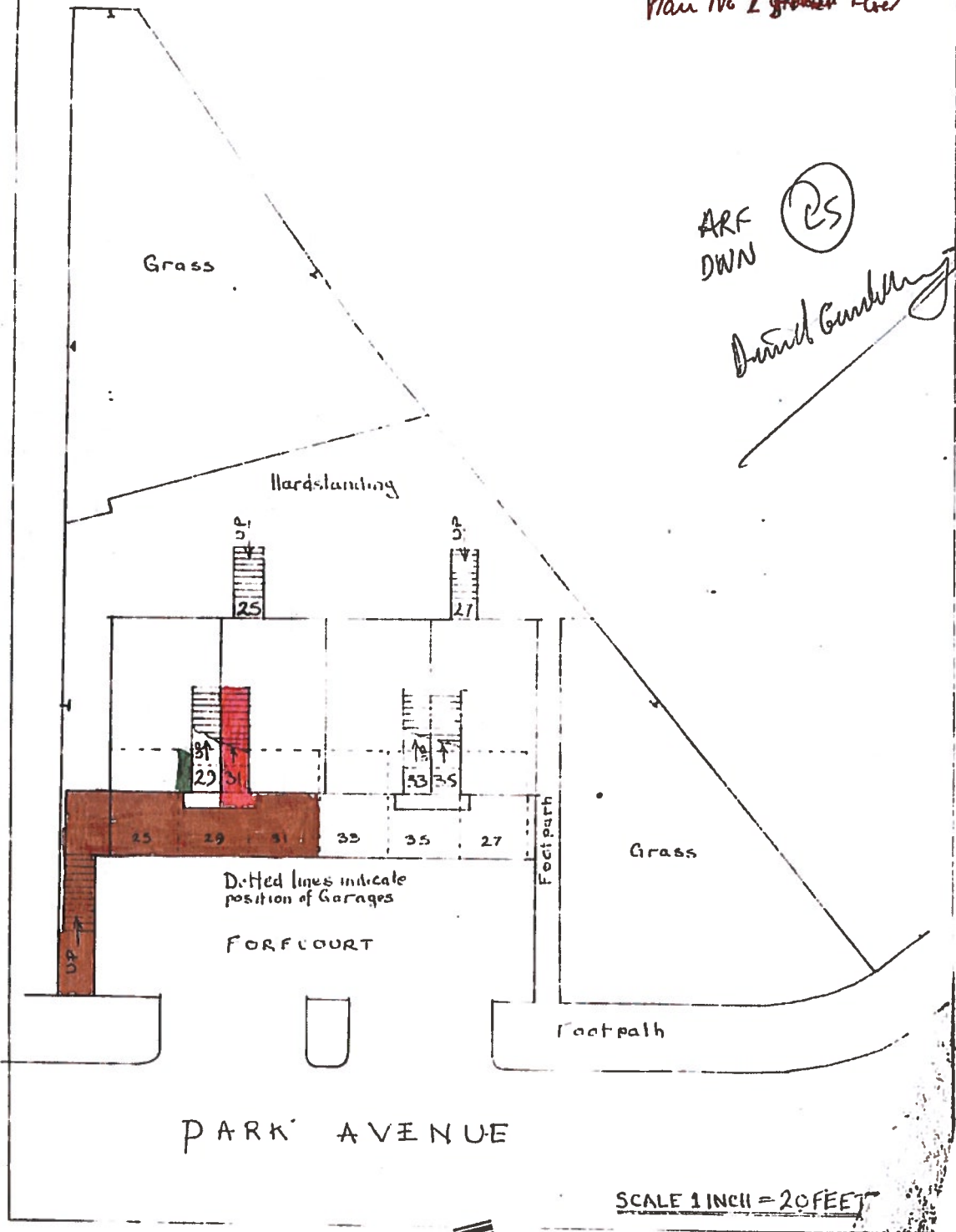
David Gardiner



2/30 PARK AVENUE HANDSWORTH

Plan No 2 ~~First~~ Floor

ARF
DWN
(25)
David Gumbly



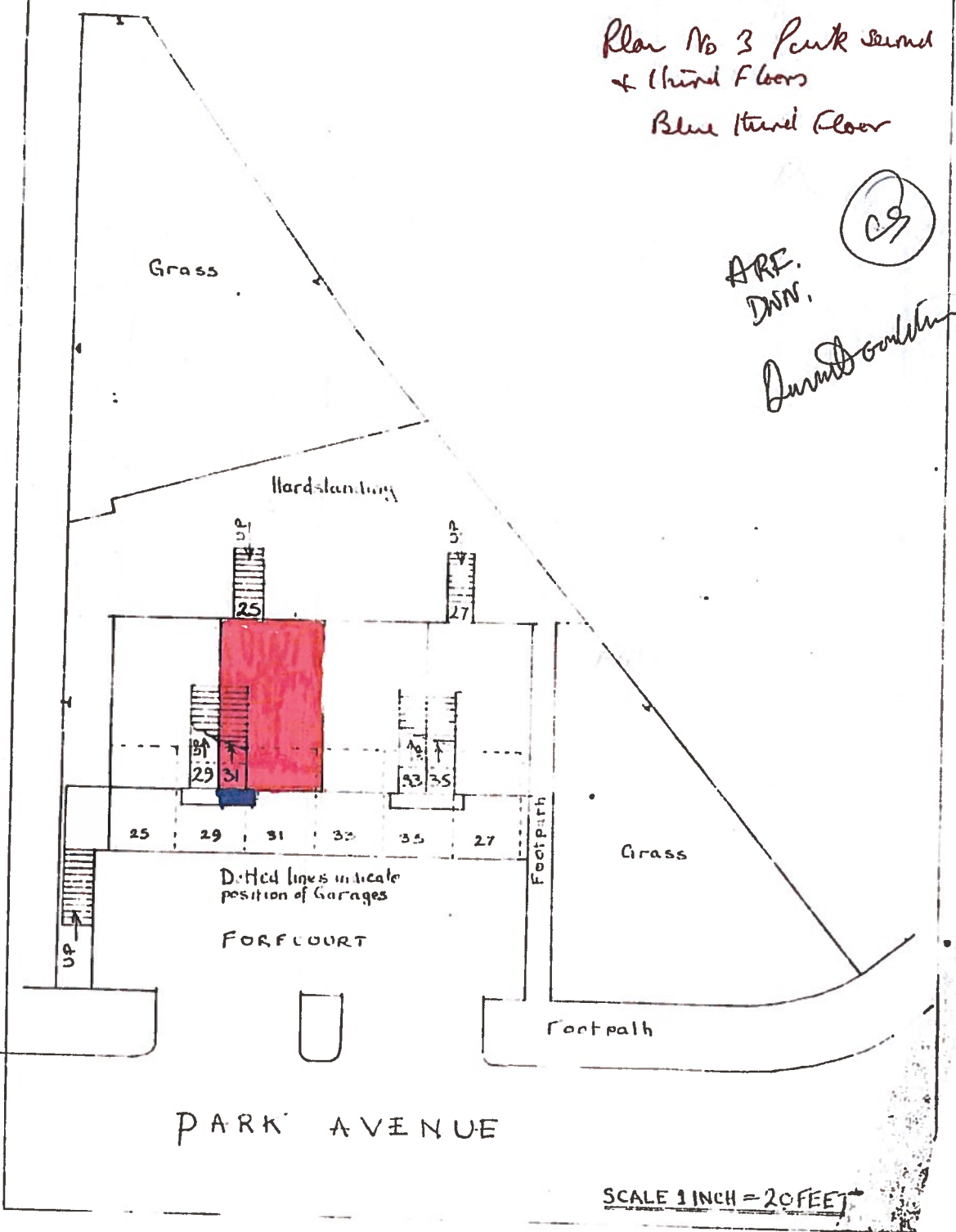
25/3A PARK AVENUE HANDSWORTH

Plan No 3 Part second
& third floors
Blue third floor

CG

ARE.
DNR.

David Gaulting



SCALE 1 INCH = 20 FEET



1.2.20 "VAT" means

value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term ~~granted hereby hereby granted~~ hereby COVENANTS with the Lessor in manner following (that is to say):-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term—hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the *Flat demised premises* or erect any new buildings thereon or removed any of the *Landlord's Lessor's* fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but *to will* occupy and use the *Flat Maisonette* for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor its lessees or tenants or to the owners or occupiers of any adjoining or neighbouring property *A* and in particular *not to will not* exhibit or permit or suffer to be exhibited on the *Flat Maisonette* or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette*

And at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

(9)(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the *Flat Maisonette* well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the ~~landlord's-Lessor's~~ fixtures safe undefaced and fit for use

~~(10) (9)~~ To pay all expenses (including Solicitors' costs and *the* Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and show to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13) (10)~~ To use his best endeavours to prevent any easement or right belonging to or used with the *Flat Maisonette* from being obstructed or lost

~~(14) (11)~~ Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a *fee*

~~of two pounds ten pence reasonable fee~~ to the Lessor's Solicitors for each registration plus Value Added Tax at the rate ~~then prevailing for the time being~~

3. THE Lessee hereby COVENANTS with the Lessor and the owners and ~~Lessees of the other maisonettes Other Flats~~ comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned Building~~ that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the ~~Third S~~ schedule hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~Lessees of the other Maisonettes-Other Flats~~ comprised in the ~~B~~building ~~of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i) Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the Flat Maisonette or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice~~

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v) (ii) In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term howsoever determined when it may to paint with two coats of good oil paint and grain varnish and paper~~

in like manner all the interior parts of the *Flat Maisonette* which have previously been or ought to be papered whitewashed stopped ~~and or~~ coloured

~~(vi) (iii)~~ Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

- ~~(a) (i)~~ That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- ~~(b) (ii)~~ That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the ~~Building premises known as 25/35 Park Avenue aforesaid~~ to covenant ~~to and~~ observe *in a similar form to those the* restrictions set forth in the ~~said~~ Third Schedule hereto
- ~~(e) (iii)~~ That (if so required by the Lessee) ~~it the Lessor~~ will enforce the covenants similar to those contained in ~~the Third Schedule Clause 4~~ here ~~toof~~ entered into or to be entered into by the transferee or Lessees of the ~~other maisonettes Other Flats~~ comprised in ~~the said Bbuilding on~~ the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
- ~~(iv)~~ *To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority*

5.1 Provision of the Services

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that:-

5.2. Relief from liability

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 could have been prevented; or

5.2.2 its consequences could have been lessened; or

5.2.3 the time during which its consequences were experienced could have been shortened

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 Variation and withholding of the Services

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent~~ Rents hereby reserved or any part thereof shall be unpaid for ~~21~~ Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the ~~Flat demised premises~~ or any part thereof in the name of the whole and thereupon this ~~demise~~ shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessees covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

- (i) That every *non-structural* internal wall separating the *Flat Maisonette* from *any adjoining maisonette the Other Flats* shall be a party wall
- (ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (iii) *The singular number shall include the plural number and the masculine gender shall include the feminine gender*

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £10,000

IN WITNESS whereof the Lessor has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the ~~B~~building ~~of~~ ~~which the Maisonette forms part~~ and from the site and roof thereof
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the ~~Flat Maisonette~~ through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the ~~said B~~building or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing maintaining renewing altering or rebuilding the ~~Flat Maisonette~~ or any part of the ~~said B~~building giving subjacent or lateral support shelter or protection to the ~~Flat Maisonette~~
5. The benefit of the restrictions contained in each of the Leases of the ~~Other Flats Maisonettes~~ comprised in the ~~said B~~building granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers ~~of the maisonettes adjoining~~ of the ~~Other Flats adjoining the Maisonette Flat~~ and numbered 29, 33 and 35 to go pass and repass on foot only over and along the steps and access way running from the forecourt to the first floor level over the garages coloured ~~B~~brown on ~~P~~plan No. 2 ~~hereto annexed~~ for the purpose of access to and egress from the ~~Maisonette Flat~~ and the right ~~to enjoy~~ in common with the lessees and occupiers of the adjoining flat numbered 29 to use the meter cupboard and dustbin cupboard coloured ~~G~~green on ~~the said~~ Plan No.2 and the right in common with the Lessor and the ~~other~~ lessees ~~or and~~ occupiers of the ~~said building Other Flats~~ to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the ~~B~~building for recreational and clothes drying purposes ~~subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement~~ PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the ~~said B~~building is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion
7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying ~~the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease~~

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the ~~said B~~ building and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively rights over or in connection with the ~~Flat property hereby demised~~ corresponding to the rights heretofore granted to the Lessee and a right of way over the ~~P~~ porch of the ~~Maisonette Flat~~ to the meter cupboard and dustbin cupboard for the lessee or occupiers of ~~maisonette flat~~ No. 29

9. There is reserved

(a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to make within a period of ~~21~~ Twenty-one years from the death of the survivor of the descendants of his late Majesty King George V living at the 1st day of May 1962 such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

~~THE SECOND SCHEDULE hereinbefore referred to~~

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slops used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year

2.3.2 If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:

2.3.2.1 the supervision and management of the provision of the Services for the Building,

2.3.2.2 the preparation of statements or certificates of the Lessors Expenses,

2.3.2.3 the auditing of the Lessors Expenses, or

2.3.2.4 the collection of rents from the Building, or enforcement of the Lessees obligations

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

- 3.1 repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats*
- 3.2 decorating the Retained Parts as often as is reasonably necessary*

- 3.3 *operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 *placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 *providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 *providing reasonable lighting in the Common Parts inside the Building (if any)*
- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*

- 3.14 *discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 *erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 *administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*
- 3.17 *discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 *paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 *taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 *discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 *such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the

- owners lessees and occupiers of the *Other Flats other maisonettes* comprised in the *said B*building or in the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any *Maisonettes-flat* in or part of the *said B*building or may cause an increased premium to be payable in respect thereof
 3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the *Flat Maisonette*
 4. No clothes or other articles shall be hung or exposed outside windows of the *Flat Maisonette* no mat shall be shaken out of the windows of *the Flat Maisonette* and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the *Other Flats Maisonettes* comprised in the *said B*building shall be kept in the *Flat Maisonette*
 5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the *Flat Maisonette* forms part without the consent in writing of the Lessor first obtained
 6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the *Flat Maisonette* or to any other part of the *B*building of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee
 7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the *Flat Maisonette* or in the surrounding areas of the *B*building at any time except in such places as may be specially provided by the Lessor
 8. Not to be hold or permit the holding of any sale by auction on any part of the *Flat Maisonette* or the *B*building of which the premises form part
 9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the *B*building or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left at the *Flat Maisonette* and to place under any piano kept in the *Flat premises* rubber insulators or other effective means satisfactory to the *Landlord Lessor* to deaden the sound thereof
 10. Not to keep in the *Flat Maisonette* or the *B*buildings or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind

11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *B*building of which it forms part
12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*
13. To provide if not provided by the Local Authority a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith
14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times
15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the garage doors
16. Not to store or cause to be stored in the garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said *B*building or any *flat Maisonette* forming part thereof
17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked
18. Not to install or permit the installation of any machinery of any kind in the garage
19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.
20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or permitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees
21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the *g*Garage *forming part of the premises*
22. Not to bring into or take out of the *B*building any furniture or bulky materials except between the hours of 8.00.a.m. and sunset
23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month
24. Not to use in the *premises Flat* any electrical apparatus which has not an effective suppressor affixed thereto
25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonette*

26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the *B*uilding of which the *Flat Maisonette* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires

1.2 "In this lease where the context so permits and for all purposes the following terms shall have the meanings ascribed to them:-

- 1.2.1 "the Accountant" means a qualified accountant or firm of accountants appointed by the Lessor from time to time
- 1.2.2 "the Building" means the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham
- 1.2.3 "the Common Parts" means the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them
- 1.2.4 "the Estate" means all the land comprised in Title Number WM340891 at the date hereof
- 1.2.5 "the Flat" means the Property demised by this Lease comprising the flat and the garage
- 1.2.6 "the Initial Provisional Service Charge" means the sum of £750.00
- 1.2.7 "the Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against
- 1.2.8 "the Interest Rate" means means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor

1.2.9 "the Lessors Expenses" means 1.2.9.1 the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and

1.2.9.2 the gross sums including any commission that the Lessor is from time to time liable to pay:

1.2.9.2.1 by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;

1.2.9.2.2 by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and

1.2.9.2.3 for insurance valuations provided that such valuations shall take place no more than once in any 12 month period

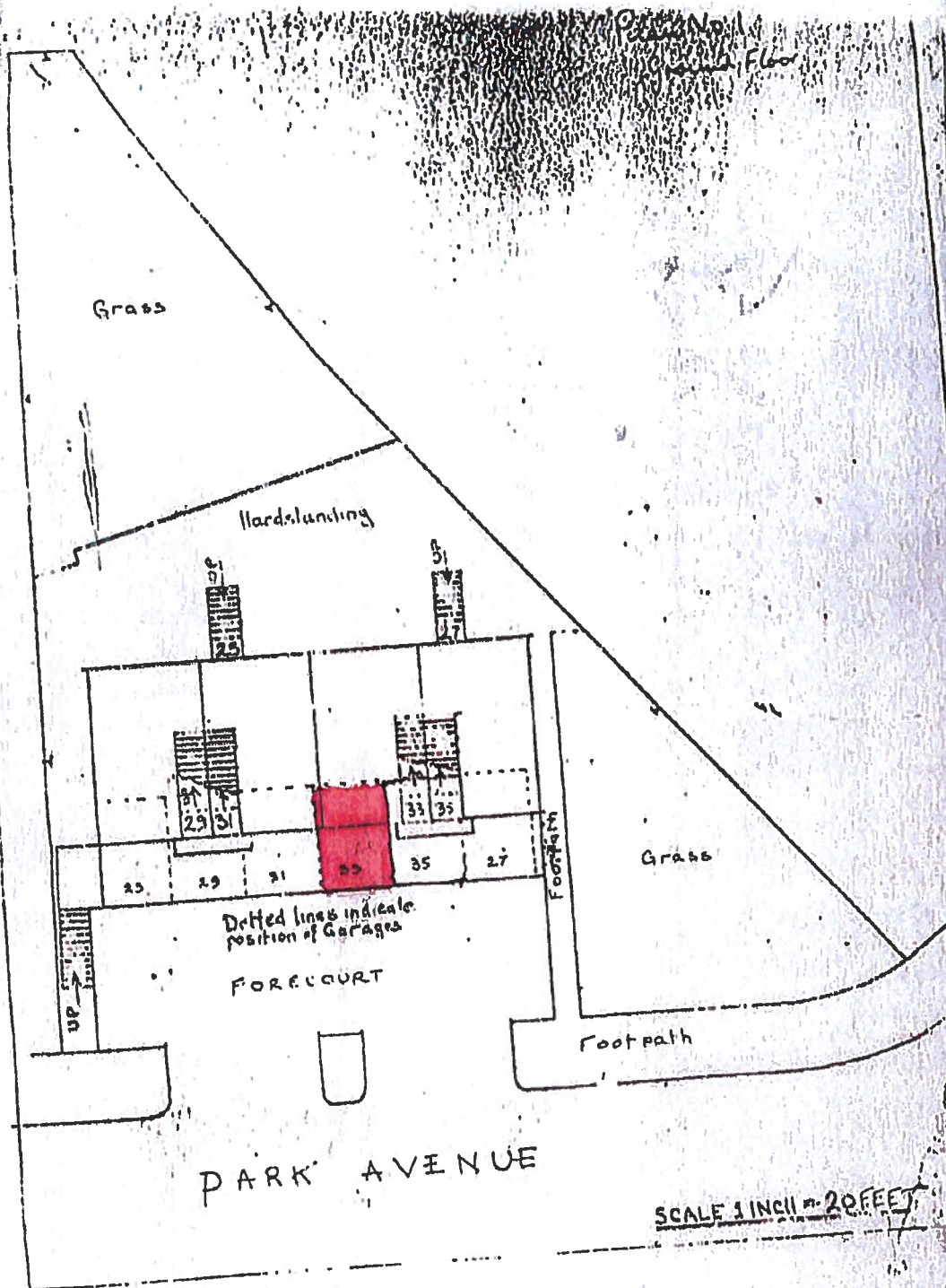
1.2.10 "the Other Flats" means 1.2.10.1 the flats in the Building other than the Flat

1.2.10.2 The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease

1.2.11 "the Parking Area" means that part of the Estate marked "Forecourt" on Plan No. 1

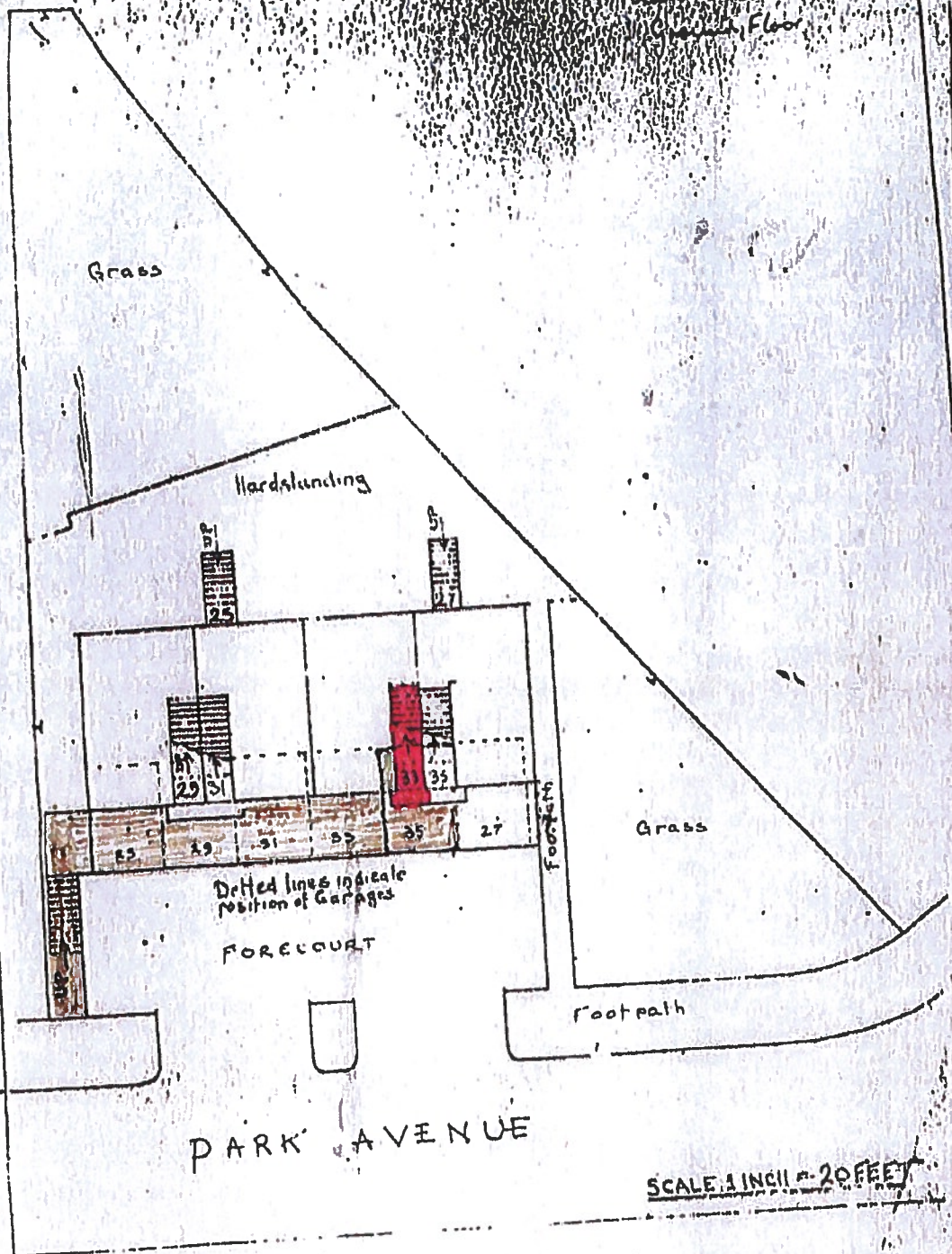
1.2.12. "Plan No. 1" and "Plan No. the plans attached so marked Numbers 1, 2 and 3

- 1.2.13 "Rents" means together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge
- 1.2.14 "the Retained Parts" means the parts of the Estate other than:
- 1.2.14.1 the Flat; and
- 1.2.14.2 the Other Flats
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease
- 1.2.15 "the Service Charge Share" means 1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it
- 1.2.16 "the Service Charge" means the Service Charge Share of the Lessors Expenses
- 1.2.17 "the Services" means the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease
- 1.2.18 "the Surveyor" means an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- 1.2.19 "the Variation Order" means the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019



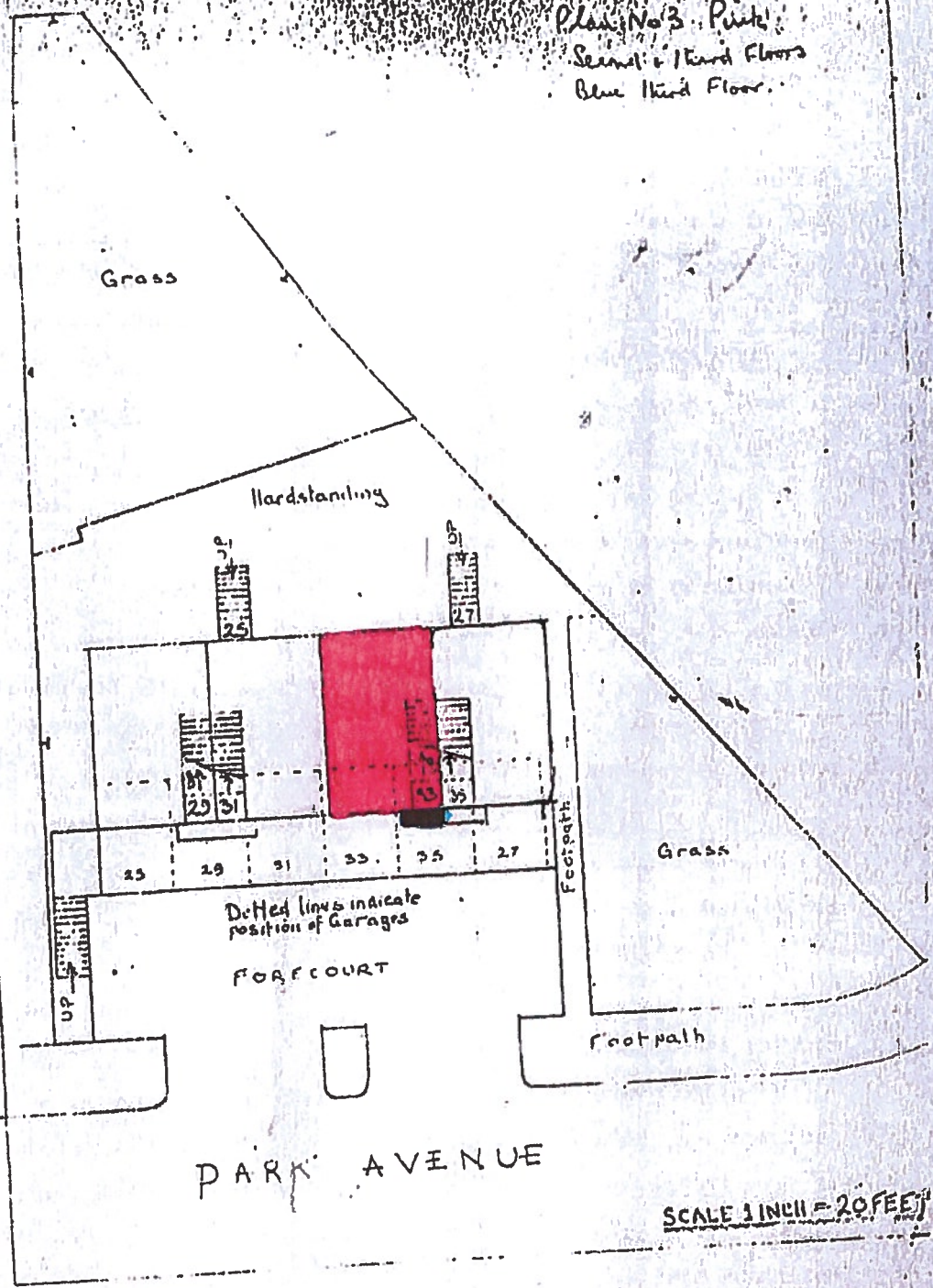
PLAN

PLAN No. D
Ground Floor



PLAN

Plan No 3. Pink
Second & Third Floors
Blue Third Floor.



PARK AVENUE

SCALE 1 INCH = 20 FEET

PLAN

1.2.20 "VAT" means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term ~~granted hereby hereby granted~~ hereby COVENANTS with the Lessor in manner following (that is to say):-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term—hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the *Flat demised premises* or erect any new buildings thereon or removed any of the *Landlord's Lessor's* fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but ~~to will~~ occupy and use the *Flat Maisonette* for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor its lessees or tenants or to the owners or occupiers of any adjoining or neighbouring property and in particular ~~not to will not~~ exhibit or permit or suffer to be exhibited on the *Flat Maisonette* or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette*

and at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

~~(9)~~(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the *Flat Maisonette* well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the *Landlord's Lessor's* fixtures safe undefaced and fit for use

~~(10)~~ (9) To pay all expenses (including Solicitors' costs and *the* Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and show to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13)~~ (10) To use his best endeavours to prevent any easement or right belonging to or used with the *Flat Maisonette* from being obstructed or lost

~~(14)~~ (11) Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a *fee*

~~of two pounds ten pence reasonable fee~~ to the Lessor's Solicitors for each registration plus Value Added Tax at the rate ~~then~~ prevailing ~~for the time being~~

3. THE Lessee hereby COVENANTS with the Lessor and the owners and ~~Lessees~~ of the ~~other maisonettes Other Flats~~ comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned~~ Building that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the ~~T~~hird ~~S~~chedule hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~Lessees~~ of the ~~other Maisonettes Other Flats comprised~~ in the ~~B~~uilding ~~of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i)~~ Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the ~~Flat Maisonette~~ or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v) (ii)~~ In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term ~~howsoever~~ determine ~~d when it may to~~ paint with two coats of good oil paint and grain varnish and paper

in like manner all the interior parts of the *Flat Maisonette* which have previously been or ought to be papered whitewashed stopped ~~and or~~ coloured

~~(vi)~~ (iii) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

- ~~(a)~~ (i) That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- ~~(b)~~ (ii) That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the *Building premises known as 25/35 Park Avenue aforesaid* to covenant ~~to~~ and observe *in a similar form to those the* restrictions set forth in the *said* Third Schedule hereto
- ~~(c)~~ (iii) That (if so required by the Lessee) ~~it the Lessor~~ will enforce the covenants similar to those contained in *the Third Schedule Clause 4* here~~toof~~ entered into or to be entered into by the transferee or Lessees of the ~~other maisonettes Other Flats~~ comprised in *the said Bbuilding on* the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
- (iv) *To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority*

5.1 *Provision of the Services*

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that:-

5.2. *Relief from liability*

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 *could have been prevented; or*

5.2.2 *its consequences could have been lessened; or*

5.2.3 *the time during which its consequences were experienced could have been shortened*

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 *Variation and withholding of the Services*

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent~~ *Rents* hereby reserved or any part thereof shall be unpaid for ~~21~~ Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the *Flat demised premises* or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessees covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

- (i) That every *non-structural* internal wall separating the *Flat Maisonette* from *any adjoining maisonette the Other Flats* shall be a party wall
- (ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (iii) *The singular number shall include the plural number and the masculine gender shall include the feminine gender*

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds ~~TWENTY THOUSAND POUNDS~~ *£20,000*

IN WITNESS whereof the Lessor has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the *Bbuilding of which the Maisonette forms part* and from the site and roof thereof
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the *Flat Maisonette* through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the *said Bbuilding* or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the *said Bbuilding* for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the *said Bbuilding* for the purpose of repairing maintaining renewing altering or rebuilding the *Flat Maisonette* or any part of the *said Bbuilding* giving subjacent or lateral support shelter or protection to the *Flat Maisonette*
5. The benefit of the restrictions contained in each of the Leases of the *Other Flats Maisonettes* comprised in the *said Bbuilding* granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers *of the maisonettes adjoining* of the *Other Flats adjoining the Maisonette Flat* and numbered 27, 29 and 35 to go pass and repass on foot only over and along the steps and access way running from the forecourt to the first floor level over the garages coloured brown on *plan number 2 Plan No. 2 hereto annexed* for the purpose of access to and egress from the *Maisonette Flat* and the right *to enjoy* in common with the lessees and occupiers of the adjoining flat numbered 35 to use the meter cupboard and dustbin cupboard coloured green on *the said plan number 2 Plan No. 2* and the right in common with the Lessor and the *other lessees or and* occupiers of the *said building Other Flats* to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the *Bbuilding* for recreational and clothes drying purposes *subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement* PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the *said Bbuilding* is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion
7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying *the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease*

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the ~~said Building~~ and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively rights over or in connection with the ~~Flat property hereby demised~~ corresponding to the rights heretofore granted to the Lessee and a right of way over the ~~Porch~~ of the ~~Maisonette Flat~~ to the meter cupboard and dustbin cupboard for the lessee or occupiers of ~~maisonete-number flat No. 35~~

9. There is reserved

(a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to lay and connect within a period of eighty years from the date hereof such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

~~THE SECOND SCHEDULE hereinbefore referred to~~

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slops used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year

2.3.2 If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:

2.3.2.1 the supervision and management of the provision of the Services for the Building,

2.3.2.2 the preparation of statements or certificates of the Lessors Expenses,

2.3.2.3 the auditing of the Lessors Expenses, or

2.3.2.4 the collection of rents from the Building, or enforcement of the Lessees obligations

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

3.1 repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats

3.2 decorating the Retained Parts as often as is reasonably necessary

- 3.3 *operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 *placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 *providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 *providing reasonable lighting in the Common Parts inside the Building (if any)*
- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*

- 3.14 *discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 *erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 *administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*
- 3.17 *discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 *paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 *taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 *discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 *such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the

- owners lessees and occupiers of the *Other Flats other maisonettes* comprised in the ~~said B~~building or in the neighbourhood nor for any illegal or immoral purposes
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any *Maisonettes-flat* in or part of the ~~said B~~building or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the *Flat Maisonette*
4. No clothes or other articles shall be hung or exposed outside windows of the *Flat Maisonette* no mat shall be shaken out of the windows of *the Flat Maisonette* and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the ~~O~~ther *Flats Maisonettes* comprised in the ~~said B~~building shall be kept in the *Flat Maisonette*
5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the *Flat Maisonette* forms part without the consent in writing of the Lessor first obtained
6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the *Flat Maisonette* or to any other part of the ~~B~~building of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee
7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the *Flat Maisonette* or in the surrounding areas of the ~~B~~building at any time except in such places as may be specially provided by the Lessor
8. Not to be hold or permit the holding of any sale by auction on any part of the *Flat Maisonette* or the ~~B~~building of which the premises form part
9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the ~~B~~building or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left at the *Flat Maisonette* and to place under any piano kept in the *Flat premises* rubber insulators or other effective means satisfactory to the ~~Landlord Lessor~~ to deaden the sound thereof
10. Not to keep in the *Flat Maisonette* or the ~~B~~building~~s~~ or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind

11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *B*uilding of which it forms part
12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*
13. To provide if not provided by the Local Authority a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith
14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times
15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the garage doors
16. Not to store or cause to be stored in the garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said *B*uilding or any *flat Maisonette* forming part thereof
17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked
18. Not to install or permit the installation of any machinery of any kind in the garage
19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.
20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or permitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees
21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the garage *forming part of the premises*
22. Not to bring into or take out of the *B*uilding any furniture or bulky materials except between the hours of 8.00.a.m. and sunset
23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month
24. Not to use in the *premises Flat* any electrical apparatus which has not an effective suppressor affixed thereto
25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonette*

26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the ~~B~~Building of which the ~~Flat~~ *Maisonette* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires

THIS LEASE is made the _____ day of _____ BETWEEN
MIDLAND LAND DEVELOPMENT LIMITED whose registered office is situated at Norfolk House, Smallbrook, Queensway in the city of Birmingham (hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person or persons for the time being entitled to the premises hereby demised in reversion immediately expectant on the term of years hereby granted) of the one part and JOHN PATRICK GREENAN of 31 Park Avenue, Handsworth in this city of Birmingham (hereinafter called "the Lessee" which expression shall where the context so requires or admits include the successors in title and assigns of the Lessee) of the other part

NOW THIS DEED WITNESSETH as follows:-

1.1. IN CONSIDERATION of the sum of SIX THOUSAND TWO HUNDRED AND FIFTY POUNDS (£6,250.00) paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and the covenants on the part of the Lessee and the conditions herein contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT ~~maisonette (hereinafter called "the Maisonette") Numbered 35 and property comprising being~~ on the second ~~and third~~ floor of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham comprising on the second floor a ~~n~~ hall entrance dining room or lounge kitchen and separate W.C. and on the third floor two bedrooms and bathroom ~~of the Building known as and numbered 25/35 Park Avenue Handsworth in the City of Birmingham which Maisonette is coloured Pink on plan number 3 hereto annexed but excluding the structural parts of the Building which for these purposes includes the external walls, the internal supporting walls, the joists supporting the floors or roof (as the case may be) of the Other Flats and the concrete floor slabs or joists (as the case may be) of the Other Flats but not excluding the surface finishes of such parts of the Building and the plaster board plaster floor surfaces and ceiling and floor finishes of the same and for the purpose of identification shown coloured pink on Plan No. 3 and numbered 35 Park Avenue aforesaid~~ TOGETHER WITH the balcony on the third floor only coloured blue on ~~the said plan Plan No. 3~~ and including ~~including one half in depth of the joist between the floors of the Maisonette and the ceilings of the Maisonette below it internal and external walls above the same level and the roof of the said building so far as the same constitutes the roof of the Maisonette and the external walls and internal walls dividing the Maisonette from the adjoining maisonette~~ the porch and separate staircase leading to the ~~Maisonette~~ Flat from the first floor level and coloured ~~P~~pink on ~~plan number 2 Plan No. 2 hereto annexed~~ TOGETHER WITH the garage situated ~~at on~~ the ground floor ~~level of the Building and in part beneath the first floor Maisonette No. 27 and numbered garage No. 35 Park Avenue aforesaid~~ and for the purpose of identification coloured pink on ~~plan number 1 Plan No. 1 hereto~~ TOGETHER with the rights and EXCEPT AND RESERVED the exceptions and reservations set out in the First Schedule hereto TO HOLD the same unto the Lessee for the term of 99 years from the 1st day of January 1970 YIELDING AND PAYING therefor during the said term the yearly rent of £25.00 by equal half yearly payments on the 24th day of June and the 25th day of December in each year without any deductions whatsoever the first of such payments or a proportionate part from the date hereof to be made on the 25th day of December next and PAYING ALSO upon demand by way of further or additional rent ~~the Service Charge all such sums as the Lessor shall from time to time pay by way of premium for insuring and keeping insured the Maisonette against loss or damage by fire as hereinafter provided in case the Lessee shall make default in insuring and keeping insured the said Maisonette pursuant to the covenant in that behalf hereinafter contained~~

1.2 "In this lease where the context so permits and for all purposes the following terms shall have the meanings ascribed to them:-

1.2.1 "the Accountant" means a qualified accountant or firm of accountants appointed by the Lessor from time to time

1.2.2 "the Building" means the Building containing six flats and garages known as numbers 25-35 Park Avenue, Hockley Birmingham

1.2.3 "the Common Parts" means the areas and amenities within the Building or the Estate available for use in common by the Lessees and occupiers of the Building and all persons expressly or by implication authorised by them, including the pedestrian ways and staircases in the Building access roads, turning areas and hard standing areas for the passing and parking of vehicles, the Parking Area landscaped areas and gardens and areas designated for the keeping and collecting of refuse, but not limited to them

1.2.4 "the Estate" means all the land comprised in Title Number WM340891 at the date hereof

1.2.5 "the Flat" means the Property demised by this Lease comprising the flat and the garage

1.2.6 "the Initial Provisional Service Charge" means the sum of £750.00

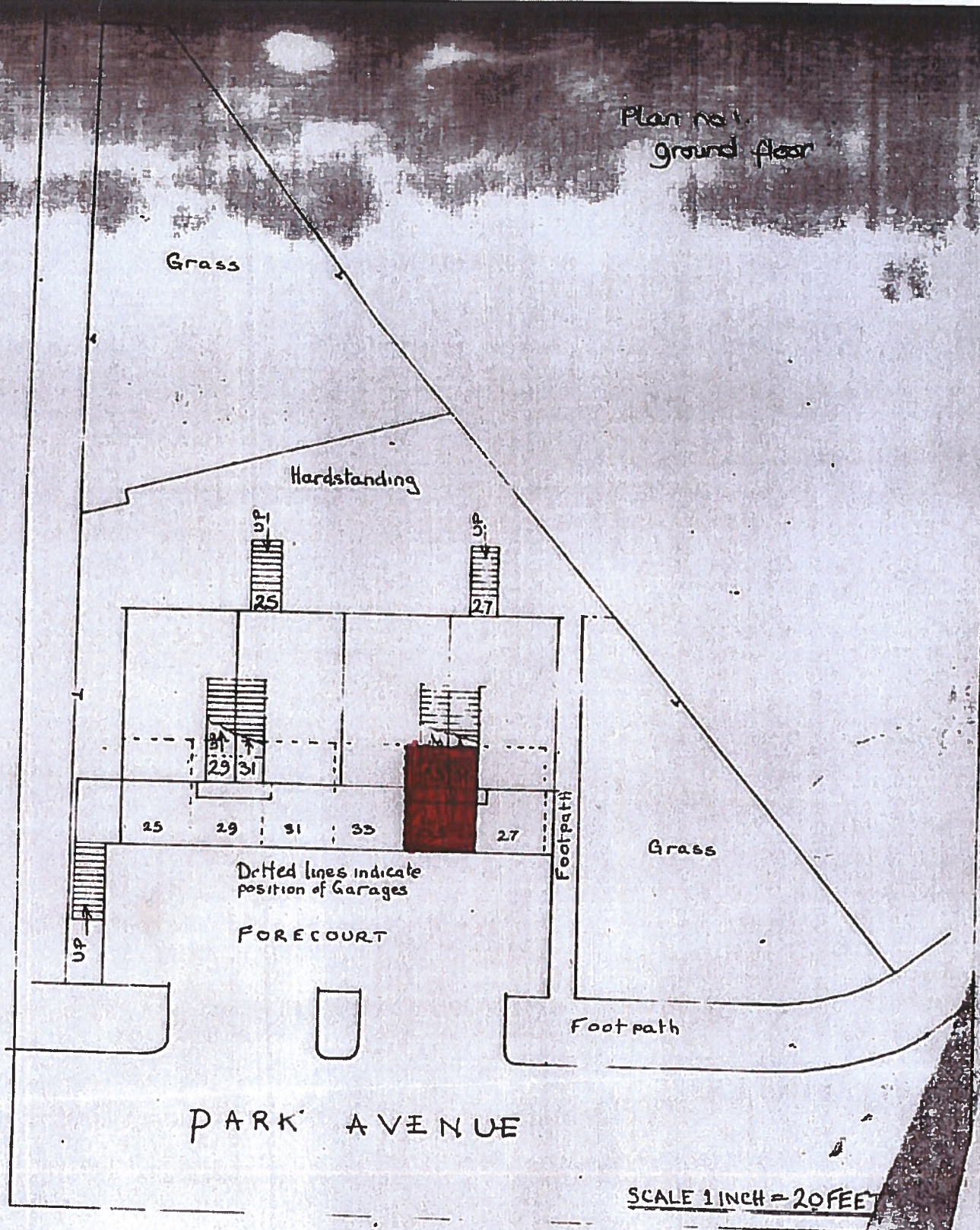
1.2.7 "the Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks land such other risks and public and where appropriate employee liability risks, whether or not in the nature of the foregoing, as the Lessor from time to time acting reasonably decides to insure against

1.2.8 "the Interest Rate" means means the rate of 3% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Lessor and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor

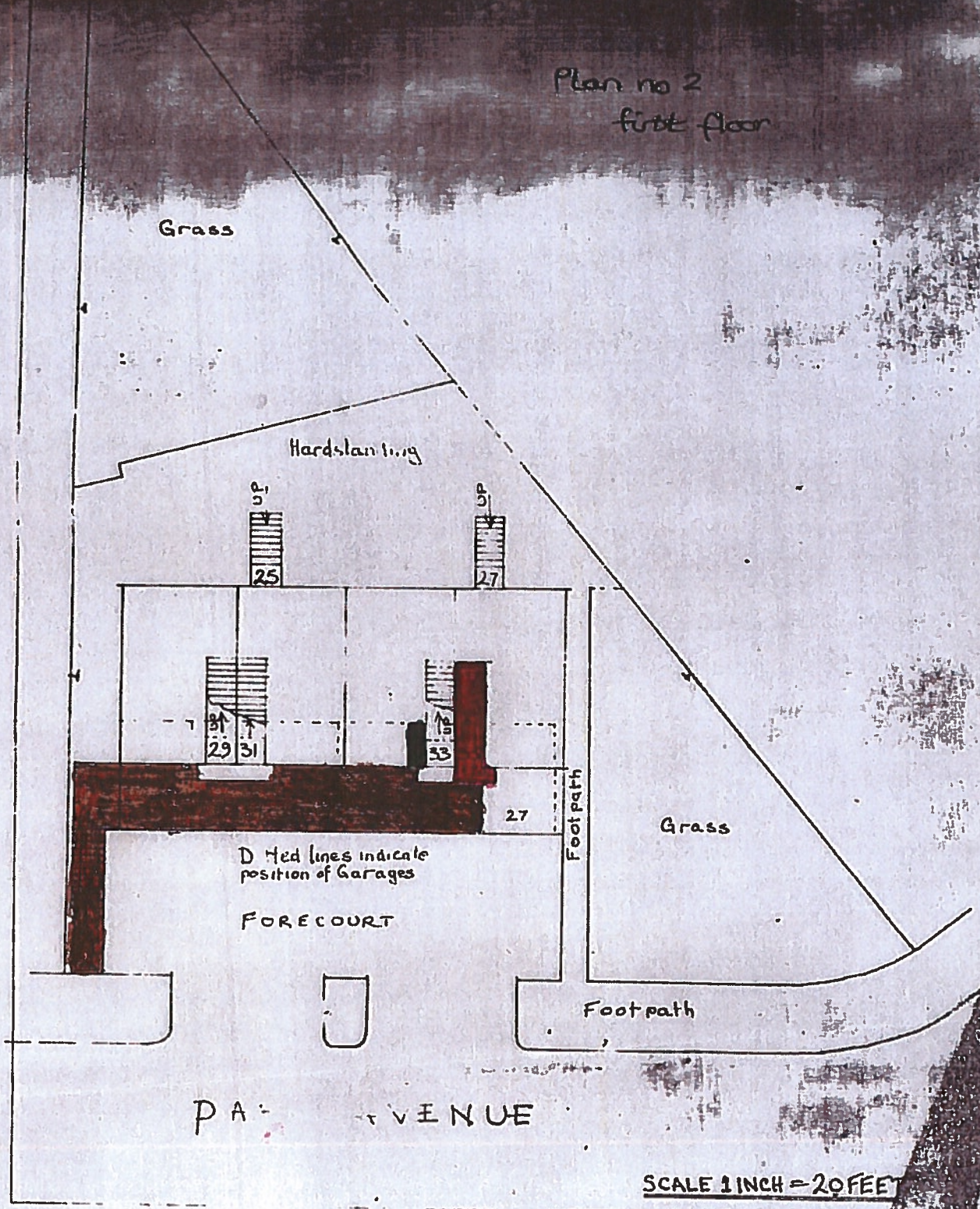
- 1.2.9 "the Lessors Expenses" means*
- 1.2.9.1 the reasonable and proper costs and expenditure including all proper charges, commissions, premiums, fees and interest paid or incurred, or deemed in accordance with the provisions of the Second Schedule paragraph 2.3 to be paid or incurred, by the Lessor in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Lessor pursuant to paragraph 1.2 of the Fourth Schedule; and*
- 1.2.9.2 the gross sums including any commission that the Lessor is from time to time liable to pay:*
- 1.2.9.2.1 by way of premium for insuring the Estate and the Building against the Insured Risks including insuring for loss of rent, in accordance with its obligations contained in this Lease;*
- 1.2.9.2.2 by way of premium for insuring against the Insured Risks in such amount and on such terms as the Lessor acting reasonably considers appropriate against all liability of the Lessor and (so far as the same is available in the marketplace) the Lessee to third parties arising out of or in connection with any matter involving or relating to the Building and the Estate; and*
- 1.2.9.2.3 for insurance valuations provided that such valuations shall take place no more than once in any 12 month period*
- 1.2.10 "the Other Flats" means*
- 1.2.10.1 the flats in the Building other than the Flat*
- 1.2.10.2 The expression "Lessees of the Other Flats" means the Lessees from time to time of the Other Flats under a lease or leases, whether granted before or after this Lease, which have been granted or have been granted on terms similar to this Lease and whether or not they contain covenants similar to those contained in this Lease*
- 1.2.11 "the Parking Area" means that part of the Estate marked "Forecourt" on Plan No. 1*
- 1.2.12. "Plan No. 1" and "Plan No. the plans attached so marked Numbers 1, 2 and 3*

- 1.2.13 "Rents" means together the ground rent reserved under this Lease, the Initial Provisional Service Charge and the Service Charge
- 1.2.14 "the Retained Parts" means the parts of the Estate other than:
- 1.2.14.1 the Flat; and
- 1.2.14.2 the Other Flats
- included, without prejudice to the generality of the foregoing, the roofs and the roof space (if any) the foundations, and all external, structural or load-bearing walls, columns, beams, joints, floor slabs and supports of the Building and such other parts of the Building as are not included in the Flat and are not and would not be included in the premises demised by the leases of the Other Flats if let on the same terms as the Lease
- 1.2.15 "the Service Charge Share" means 1/6th or such other reasonable and proper share or fractional sum as the Lessor shall acting reasonably substitute for it
- 1.2.16 "the Service Charge" means the Service Charge Share of the Lessors Expenses
- 1.2.17 "the Services" means the services, facilities and amenities specified in the Second Schedule paragraph 3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease
- 1.2.18 "the Surveyor" means an independent surveyor appointed by the Lessor and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Lessor within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Lessor or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- 1.2.19 "the Variation Order" means the Order of the First Tier Tribunal (Property Chamber) varying this Lease dated the day of 2019

Plan no. 1
Ground floor

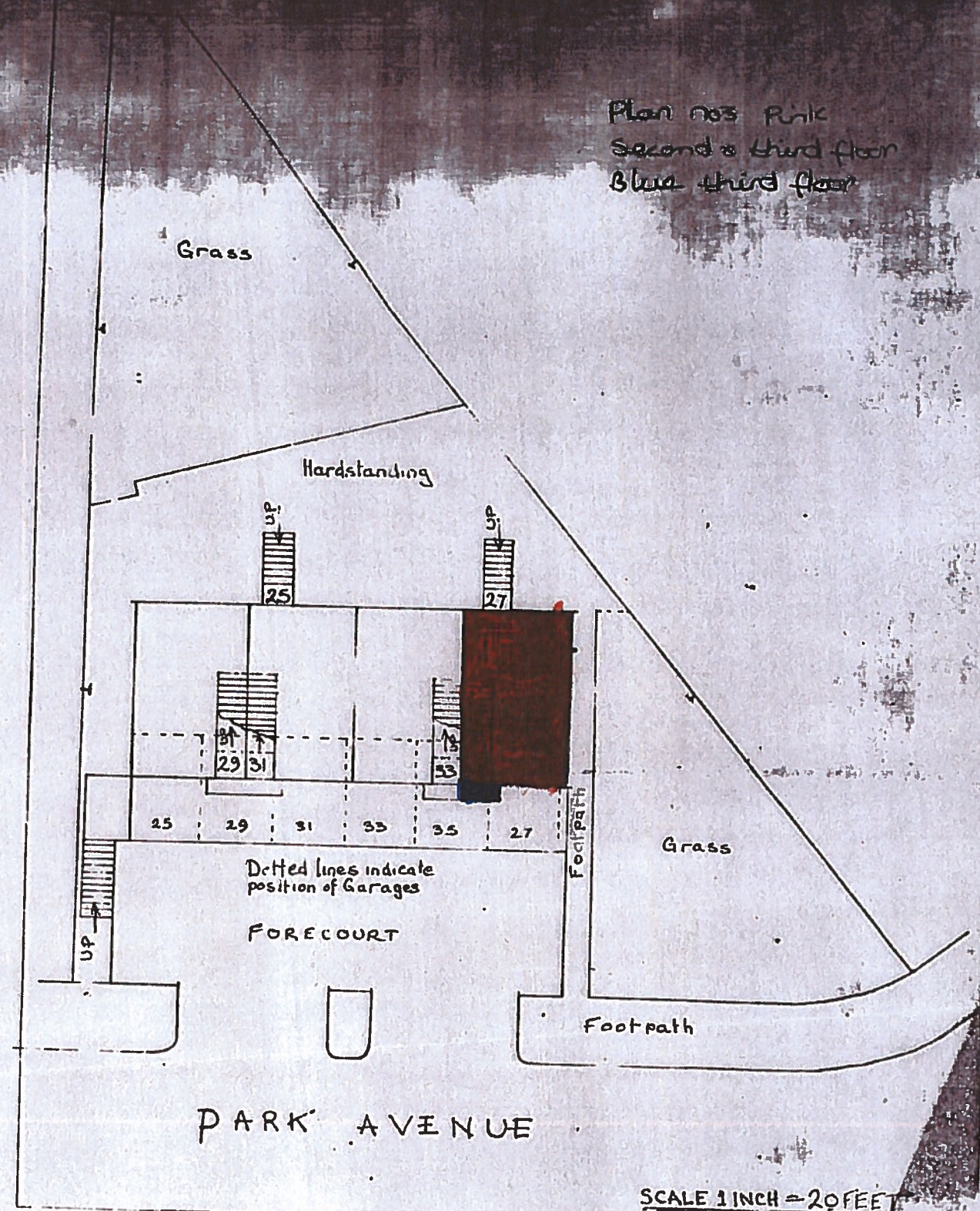


Plan no 2
first floor



This official copy is incomplete without the preceding notes page.

Plan nos Pink
Second & third floor
Blue third floor



1.2.20 "VAT" means

value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT

2. THE Lessee with intent to bind all persons in whom the property hereby demised shall for the time being be vested and to the intent that the obligations may continue throughout the term ~~granted hereby hereby granted~~ hereby COVENANTS with the Lessor in manner following (that is to say):-

~~(1) To pay the said yearly rent and the said additional rent hereby reserved during the said term—hereby granted at the times and in manner aforesaid~~

(1) To pay the Rents on the days and in the manner set out in this Lease

(2) To pay and discharge all rates taxes charges duties burdens obligations assessments outgoings and impositions whatsoever whether parliamentary local or otherwise which now are or at any time hereinafter during the term hereby granted shall be charged rated assessed or imposed upon or in respect of *the Flat Maisonette* or any part thereof or on the Lessor or Lessee in respect thereof whether of the nature of capital or revenue and even though of a wholly novel character

(3) Not to make any structural alterations or structural additions to the *Flat demised premises* or erect any new buildings thereon or removed any of the *Landlord's Lessor's* fixtures without the previous consent in writing of the Lessor

(4) Not at any time during the said term without the Lessor's consent first obtained to exercise or carry on or suffer to be exercised or carried on in or upon the *Flat Maisonette* or any part thereof any trade business profession or occupation whatsoever but ~~to will~~ occupy and use the *Flat Maisonette* for the purpose of a single private dwellinghouse only and for no other purpose

(5) Not to permit or suffer to be done in or upon the *Flat Maisonette* or any part thereof anything which may be or grow to be a nuisance damage annoyance or disturbance to the Lessor its lessees or tenants or to the owners or occupiers of any adjoining or neighbouring property and in particular ~~not to will not~~ exhibit or permit or suffer to be exhibited on the *Flat Maisonette* or any part thereof any notice advertisement name plate or placard of any kind unless with the consent in writing of the Lessor first obtained

(6) Not at any time hereafter without the consent in writing of the Lessor first obtained to alter the forefront or elevation of the *Flat Maisonette* or interfere with the construction or arrangement of the *Flat Maisonette* or cut alter or injure any of the walls windows partitions floors or ceilings thereof or the electrical wiring or pipes thereof

(7) In all things and at all times during the term granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any town planning scheme or road widening scheme and the bye-laws regulations and requirements of the Local Authority affecting the *Flat Maisonette*

and at all times during the said term to keep the Lessor effectually indemnified therefrom and from and against all actions claims and demands in respect of all matters aforesaid

~~(8) To pay a reasonable proportion of the cost of repairing and maintain all party walls and fences and all sewers drains watercourses pipes wires and other easements used or to be used in common by the owners or occupiers of the Maisonette and the occupiers of any adjoining or neighbouring property and a reasonable proportion of any rates charged duties burdens obligations assessments outgoings and impositions as aforesaid charged or imposed upon any property of which the Maisonette forms part and not charged separately on the property hereby demised such proportions in case of disputes to be determined by the Lessor's surveyor for the time being whose decisions shall be final and binding upon all parties~~

~~(9)~~(8) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up to the Lessor the *Flat Maisonette* well and substantially repaired painted and decorated in accordance with the covenants on the part of the Lessee hereinbefore and hereinafter contained and together also with all the ~~landlord's~~ *Lessor's* fixtures safe undefaced and fit for use

~~(10)~~ (9) To pay all expenses (including Solicitors' costs and *the* Surveyors' charges) incurred by the Lessor of and incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

~~(11) Forthwith fully comprehensively to insure and at all times during the term hereby granted to keep so insured the Maisonette against loss or damaged by fire or otherwise to the full re-instatement value thereof in some insurance office of repute to be approved by the Lessor in the joint names of the Lessor and Lessee and such other person or persons as the Lessor may from time to time require and that the Lessee will duly and punctually pay all premiums and sums of money necessary for the purpose of effecting and maintain such insurance and from time to time on demand provide and shew to the Lessor or any other person authorised by the Lessor the policy or policies of such insurance and the receipts for all premiums payable in respect thereof~~

~~(12) That as often as the Maisonette shall be destroyed or damaged by fire the Lessee will forthwith rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Lessor it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Maisonette and in case the same shall be insufficient for that purpose then the Lessees shall make up the deficiency out of their own monies~~

~~(13)~~ (10) To use his best endeavours to prevent any easement or right belonging to or used with the *Flat Maisonette* from being obstructed or lost

~~(14)~~ (11) Within three calendar months after every assignment or disposition of the premises otherwise than by way of mortgage to give notice to the Lessor's Solicitors of such assignment or disposition with the name and address of the person to whom such assignment or disposition has been made and to pay a *fee*

~~of two pounds ten pence reasonable fee~~ to the Lessor's Solicitors for each registration plus Value Added Tax at the rate ~~then~~ prevailing ~~for the time being~~

3. THE Lessee hereby COVENANTS with the Lessor and the owners and ~~Lessees of the other maisonettes Other Flats~~ comprised in the ~~premises known as 25/35 Park Avenue aforesaid hereinbefore mentioned Building~~ that the Lessee and all persons deriving title under him will at all times hereafter observe the restrictions set forth in the ~~Third Schedule~~ hereto

4. THE Lessee hereby further COVENANTS with the Lessor and with the owners and ~~Lessees of the other Maisonettes Other Flats comprised~~ in the ~~Building of which the Maisonette forms part~~ that the Lessee will at all times hereafter

~~(i) Keep the Maisonette and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said building other than the Maisonette~~

~~(ii) Contribute and pay to the Lessor on demand a fair proportion (not exceeding one sixth) of the costs expenses outgoings and other matters mentioned in the Second Schedule hereto such proportion in the case of dispute to be determined by the Lessor's surveyor for the time being and to be final and binding on all persons and so that the aggregate costs shall be borne by the Lessees of all the Maisonettes comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(iii) (i) Permit the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice to enter into and upon the Flat Maisonette or any part thereof to view and examine the state and condition thereof and will make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice~~

~~(iv) In the eighth year and every subsequent fifth year of the said term jointly and in common with the other Lessees of the said building other than the Maisonette paint with two coats of good oil and grain varnish and colour all the external wood and ironwork of the building which ought to be painted grained varnished and coloured in colours first approved in writing by the Lessors and will pay a fair proportion of the costs of such decoration in common with the other Lessees of the said building such proportion to be determined in case of disputes by the Lessor's surveyor for the time being whose decision shall be final and binding on all interested parties PROVIDED ALWAYS that in the event of such decoration not being carried out during any year appointed therefor it shall be lawful for the Lessor to enter and carry out such decoration and the Lessee will pay to the Lessor on demand a fair proportion of the costs thereof such proportion in case of dispute to be determined in manner aforesaid on the footing that the aggregate cost of such decoration shall be borne and paid by the Lessees of all the Maisonette comprised in the said building in equal shares the Lessor paying the proportion attributable to any Maisonette which shall not be leased~~

~~(v) (ii) In the tenth year and in every subsequent seventh year of the said term and in the last year of the said term howsoever determine when it may to paint with two coats of good oil paint and grain varnish and paper~~

in like manner all the interior parts of the *Flat Maisonette* which have previously been or ought to be papered whitewashed stopped ~~and or~~ coloured

~~(v)~~ (iii) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the *Flat Maisonette*

5. THE Lessor hereby COVENANTS with the Lessee as follows:-

~~(a)~~ (i) That the Lessee paying the ~~rent Rents hereby reserved~~ and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the *Flat demised premises* during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it

~~(b)~~ (ii) That the Lessor will require every person to whom ~~he the Lessor~~ shall hereafter transfer convey or grant a lease of any *flat Maisonette* comprised in the *Building premises known as 25/35 Park Avenue aforesaid* to covenant ~~to and~~ observe *in a similar form to those the* restrictions set forth in the ~~said~~ Third Schedule hereto

~~(c)~~ (iii) That (if so required by the Lessee) ~~the Lessor~~ will enforce the covenants similar to those contained in *the Third Schedule Clause 4* here ~~toof~~ entered into or to be entered into by the transferee or Lessees of the *other maisonettes Other Flats* comprised in *the said Bbuilding on* the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

(iv) *To insure the Estate in accordance with the provisions of the Fourth Schedule unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority*

5.1 *Provision of the Services*

If the Lessee pays the Service Charge and observes his obligations under this Lease, to provide the Services PROVIDED ALWAYS that;-

5.2 *Relief from liability*

The Lessor is not to be liable to the Lessee for any breach of its obligations under this paragraph 5 where the breach is caused by something beyond its control, provided it uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5.2.1 *could have been prevented; or*

5.2.2 *its consequences could have been lessened; or*

5.2.3 *the time during which its consequences were experienced could have been shortened*

by the exercise of reasonable skill by the Lessor or those undertaking the obligation on his behalf where such injury damage or loss is caused as a result of negligence on the part of the Lessor or anyone acting on behalf of the Lessor or constitutes a breach of the Lessor's covenants herein contained

5.3 Variation and withholding of the Services

The Lessor may add to, withhold or vary the Services if, acting reasonably, it considers the addition, withholding or variation to be necessary or desirable for the comfort or convenience of the Lessees in the Building even if it increases the Lessors Expenses so long as the Lessee's enjoyment of the Flat is not materially impaired, or if it is required to do so by a competent authority

6. PROVIDED ALWAYS and it is hereby agreed that if the ~~rent Rents~~ hereby reserved or any part thereof shall be unpaid for ~~21~~ Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the ~~Flat demised premises~~ or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the ~~L~~essees covenants or the conditions herein contained

7. IT IS HEREBY DECLARED as follows:

- (i) That every *non-structural* internal wall separating the *Flat Maisonette* from ~~any adjoining maisonette~~ *the Other Flats* shall be a party wall
- (ii) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (iii) The singular number shall include the plural number and the masculine gender shall include the feminine gender*

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds ~~FIFTEEN THOUSAND POUNDS £15,000~~

IN WITNESS whereof the Lessor has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

RIGHTS DEMISED

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the ~~B~~building ~~of which the Maisonette forms part~~ and from the site and roof thereof
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the ~~Flat Maisonette~~ through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be under or passing through the ~~said B~~building or any part thereof or any adjoining premises now or formerly belonging to the Lessor
3. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused
4. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the ~~said B~~building for the purpose of repairing maintaining renewing altering or rebuilding the ~~Flat Maisonette~~ or any part of the ~~said B~~building giving subjacent or lateral support shelter or protection to the ~~Flat Maisonette~~
5. The benefit of the restrictions contained in each of the Leases of the ~~Other Flats Maisonettes~~ comprised in the ~~said B~~building granted or to be granted
6. The right in common with the Lessors and the Lessees and occupiers ~~of the maisonettes adjoining~~ of the ~~Other Flats adjoining the Maisonette Flat~~ and numbered 27, 29 and 33 to go pass and repass on foot only over and along the steps and access way running from the forecourt to the first floor level over the garages coloured brown on ~~plan number 2 Plan No. 2 hereto annexed~~ for the purpose of access to and egress from the ~~Maisonette Flat~~ and the right ~~to enjoy~~ in common with the lessees and occupiers of the adjoining flat numbered 33 to use the meter cupboard and dustbin cupboard coloured green on ~~the said plan number 2 Plan No.2~~ and the right in common with the Lessor and the ~~other~~ lessees ~~or and~~ occupiers of the ~~said building Other Flats~~ to use the forecourt footpath and adjoining grass slope for all proper purposes and to use the hard standing and grass slope at the rear of the ~~B~~building for recreational and clothes drying purposes ~~subject to the lessee and others entitled to use such facilities or amenities keeping the said respective facilities in a good state of order repair and condition and paying the costs thereof and of all rates taxes and outgoings (if any) in respect thereof in shares according to their respective user entitlement~~ PROVIDED ALWAYS that in relation to any act which by this Lease or by the other Leases of the ~~said B~~building is authorised to be done with the consent of the Lessor such consent may be granted or withheld by the Lessor at its absolute discretion
7. All the above easements rights and privileges are subject to and conditional upon the Lessees contributing and paying ~~the Rents as provided in Clause 4(ii) of the Lease and the Second Schedule of this Lease~~

RIGHTS RESERVED

8. There are reserved to the Lessor and the Lessees of the other parts of the ~~said B~~ building and owners and occupiers of any adjoining premises now or formerly belonging to the Lessor and persons authorised by them respectively rights over or in connection with the ~~Flat property hereby demised~~ corresponding to the rights heretofore granted to the Lessee and a right of way over the ~~Pp~~orch of the ~~Maisonette Flat~~ to the meter cupboard and dustbin cupboard for the lessee or occupiers of ~~maisonette flat number~~ No. 33

9. There is reserved

(a) Unto the Lessor and unto the Public Trustee and his successors in title and the Lessees and occupiers for the time being of any other premises belonging to the Public Trustee

(i) Full right and liberty to the free passage of water and soil coming from such other premises through any channels sewers and drains now existing in under or upon the properties 25/35 Park Avenue aforesaid or which may hereafter be made in under or upon the same together with all easements rights and privileges proper for inspecting repairing renewing relaying cleansing and maintaining any such existing or future channels sewers or drains such lessees or occupiers for the time being on reasonable request paying their respective proportions of the cost of cleansing and repairing the said channels sewers and drains as often as need shall require

(ii) Full and free right and liberty at any time and from time to time hereafter to enter upon the property to make within a period of ~~21~~ Twenty-one years from the death of the survivor of the descendants of his late Majesty King George V living at the first day of May One thousand nine hundred and sixty-two such sewers channels and drains as may from time to time be requisite or convenient for the purposes of the drainage of any other premises of the Public Trustee in under or upon any parts of the property aforesaid but so that all damage caused thereby to any part of the property shall be made good or compensated for by the Pubic Trustee or his successors in title and

(iii) For the benefit of any adjoining or neighbouring or adjacent property of the Public Trustee all such other liberties privileges easements rights and advantages now used or enjoyed therewith

(b) Unto the Public Trustee full and free right and liberty to build upon or otherwise use any adjoining adjacent or neighbouring land of the Trustee notwithstanding that any buildings so erected or that such user may interfere with or obstruct the access of light or air to the property

~~THE SECOND SCHEDULE hereinbefore referred to~~

~~1. The expenses of maintaining repairing and replacing the roofs gutters drainpipes drains cisterns sewers and the foundations and structural walls of the building of which the Maisonette forms part and all other (if any) services facilities and amenities used and enjoyed by the occupiers of the Maisonettes comprised in the said building in common~~

~~2. The cost of repairing painting and when necessary replacing the boundary fences with a 'T' on the plan annexed hereto~~

~~3. The expense of maintaining the right of way amenity area the forecourt to the garage footpath hardstanding and green slops used in common~~

SECOND SCHEDULE before referred to

(The Service Charge and Services)

The provision in this Schedule shall only have effect from the date of the date of the Variation Order. In this Schedule the terms defined below have the meanings given to them

1. Definitions

1.1. "financial year" means

references to "a financial year" are references to the period commencing on 1 January in any year (after the date of the Variation Order) and ending on 31 December in the same year or such other annual period as the Lessor in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up

1.2 "the other lettable premises" means

references to "the other lettable premises" is a reference to The Other Flats which are let, or are from time to time allocated for letting, by the Lessor, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Flat as described

1.3 "the Plant" means

all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, heating, cooling, lighting and ventilation equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors and all other such equipment, including stand-by and emergency systems

2. Service Charge Provisions

2.1 Certificate of the Lessors Expenses

As soon as reasonably practicable and in any event not later than six months after the end of each financial year the Lessor must ensure that the Accountant issues a certificate containing a summary of the Lessors Expenses for that financial year, and a summary of any expenditure that formed part of the Lessors Expenses in respect of a previous financial year that has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Lessor to the Lessee

2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Lessors Expenses of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate

2.3 Deemed Lessors Expenses

2.3.1 In any financial year the Lessors Expenses are to be deemed to include such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in Clause 3 of the Second Schedule hereto, whenever paid or incurred by the Lessor whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Lessor in his reasonable discretion allocates to that financial year

2.3.2 If the Lessor or a person connected with the Lessor or employed by the Lessor attends (where permitted by law) to:

2.3.2.1 the supervision and management of the provision of the Services for the Building,

2.3.2.2 the preparation of statements or certificates of the Lessors Expenses,

2.3.2.3 the auditing of the Lessors Expenses, or

2.3.2.4 the collection of rents from the Building, or enforcement of the Lessees obligations

then an expense is to be deemed to be paid or a cost incurred by the Lessor, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work

2.4 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Lessors Expenses

2.5 Payment on account

Other than the Initial Provisional Service Charge for each subsequent financial year the Lessee must pay to the Lessor on account of the Service Charge such a sum as the Lessor deems reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by two equal instalments on the first day of January and the first day of July, the first instalment to be paid on the first day of January immediately before the commencement of the financial year in question. During any financial year the Lessor acting reasonably may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure

2.6 Service charge for the first financial year

The sum payable for the financial year current at the date of the Variation Order is to be the Initial Provisional Service Charge, of which the Lessee must, within 21 days of receiving a properly constituted demand for the same, pay to the Lessor

2.7. Final account and adjustments

As soon as reasonably practicable and in any event no later than six months after the end of each financial year, the Lessor must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Lessor. The Lessor must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Lessor must repay to the Lessee any outstanding overpayment of the Service Charge

3. The Services

The Services are:

3.1 repairing and, whenever the Lessor, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts whether or not included in this Lease or in any leases of the Other Flats

3.2 decorating the Retained Parts as often as is reasonably necessary

- 3.3 *operating, maintaining, repairing and, whenever the Lessor, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant (if any)*
- 3.4 *placing and running such maintenance contracts for the Estate, as the Lessor reasonably considers necessary or appropriate*
- 3.5 *providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate, provided that the Lessor shall endeavour to ensure that costs in this regard are kept to a fair and reasonable level*
- 3.6 *providing reasonable lighting in the Common Parts inside the Building (if any)*
- 3.7 *employing agents on such terms as the Lessor reasonably considers appropriate to manage the Estate, the Services or otherwise to act for the Lessor in the provision of the Services including the costs of employing solicitors and other professional persons for whatever purpose connected with the management of the Estate and the Services*
- 3.8 *cleaning the windows and other glass of the Retained Parts (if any), and the outside of the windows and other glass of the Building (including the Flat)*
- 3.9 *supplying, maintaining, servicing and keeping in good condition and, wherever the Lessor considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Lessor may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts*
- 3.10 *carrying out inspections and tests of the Retained Parts, including the Plant (if any), that the Lessor from time to time reasonably considers necessary or desirable*
- 3.11 *planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Lessor from time to time acting reasonably considers appropriate including cutting the grassed areas and replacing any worn areas from time to time*
- 3.12 *providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate and cutting the grassed areas, to a reasonable standard*
- 3.13 *employing such persons as the Lessor, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Lessor's other obligations in this Lease and collecting rents (other than the ground rent) accruing to the Lessor from the Estate and enforcing the covenants herein with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Lessor, acting reasonably, thinks desirable or necessary, and providing work clothing*

- 3.14 *discharging any amounts the Lessor may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning any pathways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences that are appurtenant to the Estate*
- 3.15 *erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Lessor, acting reasonably, from time to time considers appropriate*
- 3.16 *administering and managing the Building, performing the Services, performing the Lessor's other obligations in this Lease and preparing statements or certificates of and auditing the Lessors Expenses*
- 3.17 *discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications*
- 3.18 *paying any interest on any loan or overdraft raised for the purpose of defraying the Lessors Expenses*
- 3.19 *taking any reasonably necessary steps the Lessor, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate*
- 3.20 *discharging the reasonable and proper cost of any service or matter the Lessor, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants, and*
- 3.21 *such other costs and charges and expenses as may be reasonably incurred by the Lessor in the proper maintenance of the Estate and in the fulfillment of the Lessor's obligations under the principles of good estate management*

THE THIRD SCHEDULE before referred to

(Restrictions to be observed by the Lessee)

1. Not to use the *Flat Maisonette* or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the

owners lessees and occupiers of the ~~Other Flats other maisonettes~~ comprised in the ~~said B~~building or in the neighbourhood nor for any illegal or immoral purposes

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any ~~Maisonettes-flat~~ in or part of the ~~said B~~building or may cause an increased premium to be payable in respect thereof

3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the ~~Flat Maisonette~~

4. No clothes or other articles shall be hung or exposed outside windows of the ~~Flat Maisonette~~ no mat shall be shaken out of the windows of ~~the Flat Maisonette~~ and no bird dog or other animal which may cause annoyance to any owner lessee or occupier of the ~~Other Flats Maisonettes~~ comprised in the ~~said B~~building shall be kept in the ~~Flat Maisonette~~

5. Not to cause or permit or suffer to be caused or permitted any caravan or house on wheels wooden shed or other temporary structure to be kept or placed on the premises of which the ~~Flat Maisonette~~ forms part without the consent in writing of the Lessor first obtained

6. To keep all drains clear and to take all proper precautions to ensure that the water pipes do not freeze during frosty weather and to make good all damage occasioned to the ~~Flat Maisonette~~ or to any other part of the ~~B~~building of which it forms part through any breach of any these obligations or through improper use by or the negligence of the Lessees or the servants or Agents of the Lessee or persons residing in the premises or coming hereto at the invitation of the Lessee

7. Not to hang or display or permit to be hung or displayed washing of any kind on any balcony or window of the ~~Flat Maisonette~~ or in the surrounding areas of the ~~B~~building at any time except in such places as may be specially provided by the Lessor

8. Not to be hold or permit the holding of any sale by auction on any part of the ~~Flat Maisonette~~ or the ~~B~~building of which the premises form part

9. Not to permit any singing or instrumental music or playing of any piano or other musical instruments gramophone wireless or television apparatus of any kind between the hours of 11 p.m. and 8 a.m. and not at any time to permit the same to be used or played in such manner as to cause offence to any of the other occupiers of the ~~B~~building or of any adjoining buildings if objection thereto shall have been given by the Lessor to the Lessee in writing or left at the ~~Flat Maisonette~~ and to place under any piano kept in the ~~Flat premises~~ rubber insulators or other effective means satisfactory to the ~~Landlord Lessor~~ to deaden the sound thereof

10. Not to keep in the ~~Flat Maisonette~~ or the ~~B~~buildings or the surrounding area or any part thereof any fowl pigeons or domestic pets of any kind

11. Not to erect or permit to project outside the premises any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the *Flat Maisonette* which alter the appearance of the *B*building of which it forms part
12. Not to permit any mats or other material to be shaken out of the windows or doors of the *Flat Maisonette*
13. To provide if not provided by the Local Authority a suitable covered dustbin adequate for the *Flat Maisonette* and when necessary to renew the same and to comply with any notice served on the Lessors or the Lessee by the Local Authority in connection therewith
14. Not at any time to permit any rubbish of any kind to accumulate in the garage and to keep the same clean and swept at all times
15. To be responsible for repairs to the doors lock hinges or such mechanism as is supplied for the operation of the garage doors
16. Not to store or cause to be stored in the garage any fuel or other combustible items contrary to the regulations of any competent Authority or which may vitiate any insurance policy in respect of the said *B*building or any *flat Maisonette* forming part thereof
17. At all times except when garaging or removing a vehicle to keep the door to the garage closed and securely locked
18. Not to install or permit the installation of any machinery of any kind in the garage
19. Not at any time when garaging or removing a vehicle from the garage or driving same over the forecourt to do so with excessive or undue noise or speed exceeding 10mph.
20. Not at any time to cause any obstruction in or on the approaches private roads or pathways by leaving or parking or permitting to be left or parked any motor-car motor-cycle bicycle or any other vehicle belonging to or used by the Lessee or occupiers of the *Flat Maisonette* or by any of their friends servants visitors or other licensees
21. To ensure that motor-cars or other mechanically propelled vehicles are cleaned only on the forecourt of the garage *forming part of the premises*
22. Not to bring into or take out of the *B*building any furniture or bulky materials except between the hours of 8.00.a.m. and sunset
23. To have cleaned or caused to be cleaned the inside and outside to every window to the *Flat Maisonette* at least once in every calendar month
24. Not to use in the *premises Flat* any electrical apparatus which has not an effective suppressor affixed thereto
25. Not to use any paraffin heating appliances or store any paraffin or other inflammable liquid in the *Flat Maisonette*

26. Not to jettison any refuse or any article whatsoever into or in any way interfere with the ventilators serving the bathroom and toilets of the ~~B~~building of which the ~~Flat~~ *Maisonette* forms part

The FOURTH SCHEDULE before referred to

(Insurance Provisions)

1.1. Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Lessor in writing a conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

1.2 Details of the insurance

1.2.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Lessor acting reasonably from time to time decides

1.2.2 Insurance cover

Insurance must be effected for the following amounts:

1.2.2.1 the sum that the Lessor is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Estate including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

1.2.2.2 loss of rental and service charge income from the Estate for such a period as the Lessor from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement, and

1.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate subject to such excesses, exclusions or limitations as the insurer requires.

1.2.4 Suspension of the Rent

1.2.4.1 Events giving rise to suspension

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks so that the Flat is unfit for habitation and use or so that access cannot be obtained to the Flat and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 1.2.4.2 are to have effect

1.2.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 1.2.4.1, the Rents or a fair proportion of the Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Estate has been rebuilt or reinstated so as to render the Flat fit for habitation and use or so as to enable access to be obtained to the Flat. The proportion of the Rents suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator

1.3 Reinstatement

1.3.1 Obligation to obtain permissions

If and whenever the Estate or any part thereof is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Lessor has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Lessor must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the parts of the Estate destroyed or damaged

1.3.2 Obligation to reinstate

Subject to obtaining any permissions required pursuant to clause 1.3.1, after they have been obtained, the Lessor must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged

1.3.3 Relief from the obligation to reinstate

If for any reason (other than the default of the Lessor) it becomes impossible to rebuild or reinstate the parts of the Estate destroyed or damaged then the term shall be determined and the insurance monies shall be held in trust for the Lessor and the Lessee and such lessees of The Other Flats as may be affected in such proportions as shall be agreed between them and failing agreement as shall be determined by the Surveyor

1.4 Lessee's further insurance covenants

The Lessee covenants with the Lessor to observe and perform the requirements contained in this paragraph 1.4

1.4.1 Requirements of insurers

The Lessee must comply with all the requirements of the insurers where such requirements have been previously notified to the Lessee in writing

1.4.2 Notice of events affecting the policy

The Lessee must give notice to the Lessor immediately upon becoming aware of any event that might affect any insurance policy on or relating to the Flat and of any event against which the Lessor may have insured under this Lease

1.4.3 Notice of convictions

The Lessee must upon becoming aware give notice to the Lessor of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

1.4.4 Payment of excesses

The Lessee shall within 21 days of demand pay to the Lessor a fair and reasonable proportion of any excesses payable under the insurance policy referred to in this Schedule 4 in respect of any proper claims made thereunder

1.4.5 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Flat that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

1.5 Lessor's further insurance covenants

The Lessor covenants with the Lessee to observe and perform the requirements set out in this paragraph 1.5 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

1.5.1 Copy policy

The Lessor must produce to the Lessee on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

1.5.2 Noting of the Lessee's interest

The Lessor must use its best endeavours to ensure that the interest of the Lessee and any mortgagee is noted or endorsed on the policy

1.5.3 Change of risks

The Lessor must notify the Lessee of any material change in the risks covered by the policy from time to time

1.5.4 Waiver of subrogation

The Lessor must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee

1.5.5 Liability to third parties

The Lessor will effect insurance in respect of any risks for which the Lessor may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Lessor from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires