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Title Number NT425773

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LR1 **DATE OF LEASE:** 3rd August 2006

LR2.1 **LANDLORD'S TITLE NUMBER:** NT396791

LR2.2 **OTHER TITLE NUMBERS:** NONE

LR3 **PARTIES TO THE LEASE:**

We hereby certify this to be
a true copy of the original
AS White
Clarkson Penhale
Morecambe

LANDLORD: JAMES ROGER CARLTON t/a The
Pentland Property Company, The Barn,
Meeting House Lane, South Leverton,
Retford, Nottinghamshire DN22 0BF

TENANT: JUDITH ZIWAH JOSEPH of 61
Ruslip Road, Greenford, Middlesex
HA3 5AR

OTHER PARTIES: None

GUARANTOR: None

LR4 **PROPERTY:** The premises described in Clause 1.4 of
this Lease.

LR5.1 **STATEMENTS PRESCRIBED
UNDER RULE 179 (DISPOSITIONS
BY A CHARITY) OR 196 (LEASE
UNDER THE LEASEHOLD REFORM
HOUSING AND URBAN
DEVELOPMENT ACT 1993) OF THE
LAND REGISTRATION RULES 2003** Not applicable

LR5.2 **THIS LEASE IS MADE UNDER OR
BY REFERENCE TO PROVISIONS
OF:
LEASEHOLD REFORM ACT 1967
HOUSING ACT 1985
HOUSING ACT 1988
HOUSING ACT 1996** Not applicable.

LR6 **TERM FOR WHICH THE PROPERTY
IS LEASED:** The term specified at Clause 1.7 of this
Lease

LR7	PREMIUM:	£75,996.00 being paid by the Lessee to the Lessor and a further sum of £94,995.00 being paid to Right Source Properties Limited in consideration of their interest in the property pursuant to the contract between Right Source Properties Limited and <i>Judith Zillah Joseph</i> of even date.
LR8	PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE:	This Lease contains a provision that prohibits or restricts dispositions
LR9.1	TENANTS CONTRACTUAL RIGHTS TO RENEW THIS LEASE, TO ACQUIRE THE REVERSION OR ANOTHER LEASE OF THE PROPERTY OR TO ACQUIRE AN INTEREST IN OTHER LAND:	None
LR9.2	TENANTS COVENANTS TO (OR TO OFFER TO) SURRENDER THIS LEASE:	None
LR9.3	LANDLORD'S CONTRACTUAL RIGHTS TO ACQUIRE THIS LEASE:	None
LR10	RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY:	None
LR11.1	EASEMENTS GRANTED BY THIS LEASE FOR THE BENEFIT OF THE PROPERTY:	The easements granted in the Second Schedule of this Lease
LR11.2	EASEMENTS GRANTED OR RESERVED BY THIS LEASE OVER THE PROPERTY FOR THE BENEFIT OF OTHER PROPERTY:	The easements reserved in the Third Schedule of this Lease.

- LR12 ESTATE RENTCHARGE
BURDENING PROPERTY: Not applicable.
- LR13 APPLICATION FOR STANDARD
FORM OF RESTRICTION: The Parties to this Lease apply to enter the following standard form of restriction against the title number of the Property "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NT396791 (or his solicitor) or, if appropriate, signed on such proprietor's behalf by its secretary or solicitor, that the provisions of clause 6.2 of the Lease dated 3rd August 2006 and made between (1) James Roger Carlton and (2) *John Zillah Joseph* have been complied with"
- LR14 DECLARATION OF TRUST WHERE
THERE IS MORE THAN ONE
PERSON COMPRISING THE
TENANT: The Tenant is more than one person. They are to hold the Property upon trust for themselves as joint tenants
- OR
- The Tenant is more than one person. They are to hold the property upon trust for themselves as tenants in common in Equal shares
- OR
- The Tenant is more than one person. They are to hold the Property upon trust as follows:

Dated

3rd August

2006

JAMES ROGER CARLTON

and

JUDITH ZILLAH JOSEPH

COUNTERPART

LEASE

Of

Apartment Number 34
And Parking Space No: P34
ALEXANDRA COURT, ALEXANDRA PARK,
WOODBOROUGH ROAD
NOTTINGHAM

Jones & Company
Solicitors
Cannon Square
Retford, Nottinghamshire, DN22 6PB

Tel: 01777 - 703827

Fax: 01777 - 860710

**HM LAND REGISTRY - LAND REGISTRATION ACTS
LEASE**

ADMINISTRATIVE AREA	Nottinghamshire – City of Nottingham
TITLE NUMBER	NT396791
PREMISES	Apartment No. 34 and Parking Space No. P34 Alexandra Court, Alexandra Park, Woodborough Road, Nottingham
DATE	3 rd August 2006
1. Particulars	
1.1 The Landlord	JAMES ROGER CARLTON trading as the Pentland Property Company of The Barn Meeting House Lane South Leverton Nottinghamshire DN22 0BS
1.2 The Tenant	JUDITH ZILATH JOSEPH of 61 Rutship Road, Greenford, Middlesex HA3 5AR
1.3 The Estate	Land at Woodborough Road, Nottingham registered under Title Number NT396791 more particularly described in Clause 2.8 of this Lease
1.4 The Premises	The Apartment on the second floor of the Building known as Apartment Number 34 shown for the purpose of identification only edged red on the Plan or Plans annexed to this Lease and more particularly described in the First Schedule hereto Together with the Parking Space Number P34 shown for the purpose of identification edged red on the plan annexed and in the case of internal Parking Space more particularly described in the First Schedule
1.5 The Apartments	The total number of residential units now or developed within the Perpetuity

Period within the Estate including the Premises (singularly defined as Apartment) with the definition of each Apartment and all Apartments having a corresponding meaning to that set out in the First Schedule hereto as amended for each Individual Apartment

1.6 The Premium/Price

£75,996.00 being paid by the Lessee to the Lessor and a further sum of ~~£44,945.00~~ being paid to Right Source Properties Limited in consideration of their interest in the property pursuant to the contract between Right Source ^{and Judith Zulein Joseph} Properties Limited of even date.

1.7 The Term

999 years from 1st June 2005

1.8 The Rent

For the first twenty-five years of the Term One Hundred and Fifty Pounds (£150.00) per annum

And for the next twenty-five years of the Term the sum of Two Hundred Pounds (£200.00) per annum

And for the next twenty-five years of the Term the sum of Two Hundred and Fifty Pounds (£250.00) per annum

And for the next twenty-five years of the Term the sum of Three Hundred Pounds (£300.00) per annum

And thereafter increasing by £50.00 per annum on each twenty-fifth anniversary

1.9 The Estate Charge Proportion

1.3 per centum of total cost subject to variation

- | | | |
|------|--|--|
| 1.10 | The Building Service Charge Proportion | 1.3 per centum of total cost subject to variation. |
| 1.11 | The Insurance Rent Proportion | 1.3 per centum of total cost subject to variation |

2. Definitions and Interpretations

In this Lease:

- 2.1 The expressions defined in Clause 1 shall have the meanings specified
- 2.2 'Plan' or 'Plans' mean the plan or plans attached to this Lease
- 2.3 'Building' means any structural erection now or to be erected on the Estate within the Perpetuity Period including the basement but specifically excluding the Apartments
- 2.4 'Parking Spaces' means the Parking Spaces on the Estate and 'Parking Space' has a corresponding meaning (this definition shall apply whether or not the Parking Spaces are internal or external)
- 2.5 'Service Installation' means all sewers channels drains pipes wires cables soakaways manholes and any other conducting media or apparatus for the supply of water electricity gas telephone or other service or for the disposal of sewage or surface water and shall include all ancillary equipment
- 2.6 'Perpetuity Period' means the period of eighty years commencing on 1st January 2005 and shall be the perpetuity period applicable to this Lease
- 2.7 The expressions 'the Landlord' and 'the Tenant' where the context so admits shall include the successors in title of the Landlord and the Tenant
- 2.8 'the Estate' means Land and buildings at Woodborough Road, Nottingham registered with HM Land Registry under Title Number NT396791 and shall include where the context so admits any additional land which the Landlord shall acquire within the Perpetuity Period to form part of the Estate
- 2.9 'the Estate Roads' shall mean the roadways now constructed or to be constructed within the Perpetuity Period at the Estate and intended for common use by the Landlord and all those entitled to the like right
- 2.10 'the Estate Communal Areas' shall mean those parts of the Estate Roads driveways footpaths forecourts accessways grassed or open areas at the Estate together with any other

external parts of the Estate from time to time made available for common use or enjoyment by the owners and occupiers of the Estate

- 2.11 'Common Parts' means the boundary walls fences gates service installations staircases elevators passages entrance halls landings (in part coloured blue on the plan) the communal bin stores and grass paved flagged and landscaped areas together with all parts of the Estate (including the public access areas within the Estate) and the Building not demised by this Lease or any Lease of any other Apartment or Parking Space in the Building or on the Estate
- 2.12 'the Estate Services' shall mean the services set out in Part I of the Fifth Schedule
- 2.13 'the Estate Management Costs' shall mean the costs and expenses incurred by the Landlord described in Part II of the Fifth Schedule
- 2.14 'The Estate Charge' shall mean the Estate Charge Proportion specified in Clause 1.9 (subject to paragraph 6 of Part III of the Fifth Schedule) of the Estate Management Costs or estimate thereof payable in accordance with Part III of the Fifth Schedule
- 2.15 'the Building Services' shall mean the services set out in Part I of the Sixth Schedule
- 2.16 'the Building Costs' shall mean the costs and expenses incurred by the Landlord described in Part II of the Sixth Schedule
- 2.17 'the Building Service Charge' shall mean the Building Service Charge Proportion specified in Clause 1.10 (subject to paragraph 6 of Part III of the Sixth Schedule) of the Building Costs or estimate thereof payable in accordance with Part III of the Sixth Schedule
- 2.18 'the Insurance Rent' shall mean the Insurance Rent Proportion specified in Clause 1.11 of all costs incurred by the Landlord in complying with Clause 13
- 2.19 'the Rents' shall mean the Rent the Insurance Rent the Estate Charge and the Building Service Charge or any other such sum properly payable under this lease
- 2.20 'the Landlord' includes the person for the time being entitled to the reversion immediately expectant upon the Term
- 2.21 'the Tenant' includes the person for the time being entitled to the Term and where two or more persons are expressed to be the Tenant all covenants entered into by them shall be deemed to be entered into jointly and severally
- 2.22 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa

3. Recitals

- 3.1 The Landlord is registered at HM Land Registry under the above mentioned title number as Proprietor of the Estate

3.2 The Landlord has granted or intends to grant leases of each of the Apartments on similar terms to those contained in this Lease and containing like obligations to observe the restrictions and stipulations set out in the Fourth Schedule

3.3 The Landlord has agreed with the Tenant for the grant of a Lease of the Premises to the Tenant for the Premium at the Rent for the Term and on the terms and conditions set out in this Lease

4 Demise

4.1 In consideration of the Premium paid by the Tenant to the Landlord (the receipt whereof is hereby acknowledged) and of the Rents to be paid and the covenants on the part of the Tenant to be observed the Landlord with full title guarantee Demises the Premises to the Tenant Together With the rights set out in the Second Schedule and Excepting and Reserving the rights set out in the Third Schedule To Hold the Premises to the Tenant for the Term the Tenant paying to the Landlord the Rents payable in accordance with the Terms of this Lease in each year the first such payment or proportionate sum to be paid on the date of this Lease

5 Tenant's Covenants

5.1 The Tenant covenants with the Landlord to observe and perform the obligations set out in the Fourth Schedule and in clause 6 of this lease.

5.2 To afford to the Landlord a complete indemnity but for no other purpose the Tenant covenants with the Landlord to observe and perform the covenants referred to in the entries on the register of the Title to the Estate so far as they relate and are capable of being enforced and to indemnify the Landlord against all costs claims and demands arising by reason of any default

6 Tenant's Covenants with the Landlord

The Tenant covenants with the Landlord:

6.1 To pay the Rent on the date hereof (or an annual proportion where appropriate) and each year on the first day of June thereafter, the Estate Charge and the Building Service Charge in the manner set out in the Fifth and Sixth Schedules and to pay on demand the Insurance Rent for the services provided in accordance with Clause 13 of this Agreement (provided that if the amount of the Rent shall at any time be such as to make unlawful the charging of a premium for the grant or assignment of the Premises the Rent or Rents shall be reduced to the sum equal to one pound (£1.00) less the amount of which such premium is unlawful)

- 6.2 Not to assign transfer or make any other disposition of this Lease except to a person who has entered into and delivered a Deed of Covenant to the Landlord in the form contained in the Seventh Schedule to be prepared by the Landlord at the cost of the Tenant to observe and perform the covenants and stipulations on the part of the Tenant contained in this Lease

7 Landlord's Management Covenants

- 7.1 The Landlord covenants with the Tenant that subject to the payment of the Estate Charge and the Building Service Charge and the Insurance Rent it will provide and perform the Estate Services and the Building Services and will give any consent required to HM Land Registry to allow registration of any proposed dealing in the Premises provided that the Tenant shall have observed and performed the covenants on his behalf contained in this Lease
- 7.2 The Landlord shall not be liable for any failure or interruption of any of the Estate Services or the Building Services by reason of any damage or destruction of any installation or apparatus or mechanical breakdown or other cause beyond its control provided that the Landlord uses and continues to use all reasonable endeavours to restore the Estate Service or Building Service in question

8 Landlord's Covenants

The Landlord covenants with the Tenant:

- 8.1 That the Tenant paying the Rents and performing and observing the covenants on the part of the Tenant contained in this Lease shall peaceably hold and enjoy the Premises for the Term without any unlawful interruption or disturbance by the Landlord or any person rightfully claiming under or in trust for it
- 8.2 That the Landlord will require every person to whom it shall hereafter grant a lease of any of the Apartments to covenant to observe like restrictions and stipulations as are contained in the Fourth Schedule
- 8.3 If so required by the Tenant and advised by Counsel acting on behalf of both the Landlord and the Tenant for the reasonable protection of the Premises to enforce covenants by a tenant of any of the Apartments similar to those contained in the Fourth Schedule provided that the Tenant shall indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for costs and expenses as the Landlord may reasonably require

- 8.4 That the Landlord will be allowed together with his duly authorised Agents to have such access to the Building and the Estate and the Premises and all parts thereof as may be necessary and proper to enable the Landlord to carry out its obligations

9 **Rights of Re-entry**

If the whole or any part of the Rents shall be unpaid for twenty one days after becoming due (whether formally demanded or not) or if there shall be a breach of any of the Tenant's covenants contained in this Lease the Landlord shall be entitled (in addition to any other right) at any time thereafter to re-enter the Premises or any part of it in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant or other term of this Lease Provided that if the Tenant shall have served notice in writing on the Landlord at any time with the name and address of the Tenants Lender on the Premises the Landlord shall not be entitled to exercise its right of re-entry herein until at least 21 days notice in writing has been given by the Landlord to the said Lender stating (i) details of unpaid rents and/or (ii) the nature of any breach of covenant on the part of the Tenant alleged by the Landlord and (iii) details of the Landlord's requirements for any such breach to be remedied insofar as the breach is capable of remedy

10 **Agreements and Declarations**

The parties agree and declare as follows:

- 10.1 The Tenant shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any adjoining or neighbouring land of the Landlord by the Landlord or any persons deriving title under the Landlord for building or any other purpose
- 10.2 This Lease shall not be deemed to include and shall not operate to grant any easement right or privilege except those expressly reserved or granted and neither Section 62 of the Law of Property Act 1925 nor the rule in Wheeldon-v- Burrows shall apply to this Lease
- 10.3 All notices served under this Lease or for the purpose or in anticipation of proceedings against the Tenant by the Landlord may be served upon the tenant by post addressed to the Tenant at the Premises or by delivery to the Premises (whether the same shall come to the Tenant's actual knowledge or not) and any notice served by the Landlord may be served by any agent of the Landlord

11 **Variation of Estate Layout**

The Landlord expressly reserves the right at any time during the Perpetuity Period:

- (a) to alter the layout of the Estate and vary the remainder of the Estate
- (b) to vary withdraw or waive any of the covenants and conditions entered into or to be entered into or to impose further regulations relating to any part of the Estate
- (c) to vary or alter the route divert replace or substitute any of the Estate roads footpaths garages or Parking Spaces at the Estate or any of the Service Installations serving the Premises but not so as to materially affect the use and enjoyment of the Premises on the understanding that if the Landlord varies the Parking Spaces or any Parking Space, he shall provide the Tenant with a suitable alternative Parking Space within the Estate
- (d) to vary the areas of land from time to time made available by the Landlord as part of the Estate Communal Areas
- (e) to vary the Estate Charge proportion the Building Service Charge Proportion and the Insurance Rent Proportion by increasing or decreasing as appropriate
- (f) to vary the Common Parts but not so as to materially affect the use and enjoyment of the Premises
- (g) to build rebuild or execute any other works upon any adjacent or neighbouring land or premises in such manner as the Landlord or the person or persons exercising such right may think fit notwithstanding any interference with or damage caused thereby to the Premises or that the access or enjoyment of light or air to or in respect of the Premises is in any such case thereby diminished or any other easement right or advantage belonging to the Tenants is thereby diminished or prejudicially affected and without any liability to pay compensation to the Tenant and the Tenant shall raise no objection thereto or institute any proceedings either in law or in equity in respect thereof
- (h) to build on or into any party wall of the Premises and after giving requisite notice to enter upon the Premises for the purpose of carrying out such building works as the Landlord or person or persons exercising such right or rights doing as little damage as possible and making good any damage caused to the Premises but not being liable to the Tenant in respect of any such building works carried out or things done as aforesaid or for any interference with or interruption to the Tenant's business

12 **Restriction**

The Tenant shall apply to the Chief Land Registrar with regard to the entry on the Register of the following restriction on the title to this Lease:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NT396791 (or his solicitor) or, if appropriate, signed on such proprietor's behalf by its secretary or solicitor, that the provisions of clause 6.2 of the Lease dated *3rd August 2006* and made between (1) James Roger Carlton and (2) *Judith Zivan Joseph* have been complied with"

13 Insurance

The Landlord and the Tenant mutually covenant and agree with each other that:

13.1 The Landlord shall

(a) at all times during the Term (unless such insurance is vitiated by any act or default of the Tenant) insure the Building against loss or damage by fire lightning explosion aircraft and such other risks as the Landlord from time to time in its absolute discretion shall insure against and keep the Building so insured in the name of the Landlord with an insurance company of repute or with Lloyds for such sum as the Landlord shall deem adequate to cover the cost of rebuilding works so long as such insurance is available in the market and

(b) whenever reasonably required (but not more than once a year) by the Tenant produce but at their cost a copy summary or extract of the insurance policy

13.2 in the case of destruction of or damage to the Building the Landlord shall as soon as practicable apply for any money received by virtue of the insurance policy and apply the same where reasonably practicable in the rebuilding or reinstating the Building

13.3 if for any reason it becomes impossible or impracticable so to rebuild or reinstate then the insurance money recovered shall be held in trust for the Landlord the Tenant and the tenants of the other Apartments as may be affected by such damage or destruction in such proportions as shall be agreed between them and failing agreement as shall be determined as equitable by a surveyor (acting as an arbitrator and not an expert) appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord the Tenant or any such other tenant

14 Transfer of Reversion

James Roger Carlton's personal liability under this Lease either by way of covenant or otherwise shall cease upon transfer by him of the Landlord's estate or interest in the Estate or any part of the Estate or building

15 **Joint Ownership**

Where the party to this Lease described as the Tenant consists of two or more persons it is hereby declared that the survivor of them can/cannot give a valid receipt for capital monies arising on a disposition of the Premises

16 **New Tenancy**

This Lease is a new tenancy for the purpose of Section 1 of the Landlord & Tenant (Covenants) Act 1995

17 **Certificate of Value**

It is hereby certified that the transaction hereby effected does not form part of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds ONE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£125,000.00)

EXECUTED as a deed and delivered on the date which appears at the head of this document

FIRST SCHEDULE

The Premises

- 1 All that Apartment or Parking Space (if any) forming part of the Building shortly described in Clause 1.4 including the following:-
 - 1.1 The ceiling and floor surface screed and sound insulation material beneath the screed of the Apartment (but not the structure supporting the same)
 - 1.2 The doors door frames windows glass and window frames to the Apartment except the external decorative surfaces of the entrance door door frame and window frames
 - 1.3 All the non-load bearing walls within the Apartment
 - 1.4 One half of the non-load bearing walls bounding the Apartment and separating the Apartment from any other Apartment or part of the Building severed medially -
 - 1.5 The plaster or plaster board surfaces on the load bearing walls within and bounding the Apartment and the external walls of the Apartment
 - 1.6 All Service Installations exclusively serving the Apartment

But does not include:

- 2.1 Any structural parts of the Building including where appropriate the roof or foundation of the Building
- 2.2 The load bearing and external walls of the Building except those surfaces described above
- 2.3 The painted or other external surface of the entrance door and door frames and the window frames to the Apartment
- 2.4 The service installations within or serving the Apartment but not used exclusively for the Apartment
- 2.5 Any air space above the ceiling or below the floor of the Apartment

SECOND SCHEDULE

Rights Granted (in common with all others having like rights)

- 1 A right of way at all times and for all purposes in connection with the use and occupation of the Premises as a private dwelling with or without vehicles as appropriate over the Estate Roads and the footpaths access ways and forecourts comprised within the Estate Communal Areas
 - 2 A right of way on foot only through over and along the Common Parts (excluding the flat roof of the building) in common with the Landlord and all other persons having a like right for all purposes in connection with the use of the Premises as a private dwelling
 - 3 The right to the free running (subject to temporary interruptions for repair replacement or alteration) of water soil gas and electricity and other services from and to the Premises through the Service Installations now or within the Perpetuity Period serving the Premises laid over under or through the Building or other parts of the Estate
 - 4 The right of subjacent and lateral support shelter and protection for the Premises from other parts of the Building and the Estate as now enjoyed and the right to maintain any eaves gutters downpipes foundations and other similar structures that overhang or protrude beneath any adjoining parts of the Estate
 - 5 The right to use any refuse store at the Building and any communal refuse receptacles provided by the Landlord in common with all those entitled to the like right for the disposal of suitably wrapped household refuse
 - 6 The right to connect normal television appliances to any communal television aerial provided by the Landlord at the Building (without imposing any liability upon the Landlord to provide such service)
- Such rights as are necessary to enter other parts of the Building (including the other Apartments) for the purpose of inspecting maintaining reinstating repairing and renewing the Premises as necessary for the proper performance of the Tenant's obligations in this

Lease at all reasonable times on giving reasonable prior notice (except in the case of emergency) the Tenant causing as little disturbance as possible and making good any damage occasioned in the exercise of such right

- 8 The right on giving reasonable prior notice (except in the case of emergency) to enter onto the other land included in the Estate for the purpose of repairing maintaining replacing and inspecting any Service Installation serving the Premises the Tenant doing as little damage as possible to the land entered and making good all damage which may be done in the exercise of such rights without unnecessary delay provided that none of the rights granted by this clause shall apply to or be exercised over any land transferred to or vested in any local authority statutory undertaker utility company or other competent authority
- 9 Strictly subject to the compliance with the terms of this Lease a right to park one vehicle in the designated Parking Space edged red on the Plan such car parking space specifically identified on the Plan annexed to this lease and such rights to be exercised without interrupting like rights granted to the proprietors of the other Apartments or reserved to the Landlord

THIRD SCHEDULE

Rights Excepted

- 1 All rights of subjacent and lateral support shelter and protection to other parts of the Building and the Estate as now afforded by the Premises
- 2 The right to the free running of water waste sewage gas and electricity telephone and television signals and other services from and to other parts of the Building and the Estate through the Service Installations within the Premises
- 3 Such rights of access to and entry upon the Premises by the Landlord and the tenants of the other Apartments as are necessary for the inspection cleansing maintenance repair and decoration renewal and reinstatement of other parts of the Building and the Estate and any Service Installations serving other parts of the Building or the Estate as are necessary for the performance of the obligations of the Landlord in this Lease or the tenant under a lease of any other Apartment the person exercising such rights giving reasonable prior notice (except in the case of emergency) and making good any damage thereby occasioned
- 4 All rights temporarily or permanently to vary alter or redevelop the Parking Spaces the Estate Communal Areas and the Common Parts without adversely affecting the enjoyment of the Premises together with all rights of temporary interruptions during periods of repair

and maintenance to the Parking Spaces the Estate Communal Areas and the Common Parts in favour of the Landlord

- 5 All rights of emergency access and egress in favour of the Landlord and each and every proprietor or occupier of each of the Apartments over and along all external parts of the Premises to and from the car park in the basement and the access to the external car park
6. The right to develop the Building in a manner as the Landlord shall deem fit without materially affecting the Premises or the Parking Spaces.
7. The right of access the Premises to exercise any action required by a third party body or the Landlord to ensure compliance with or rectify breach of any planning application relating to the Estate or the Building

FOURTH SCHEDULE

Tenants Covenants

(Part I)

- 1 To pay the Rents on the days and in the manner set out above (and if non specified on demand) and the Insurance Rent on demand without any deduction whatever without prejudice to any other right or remedy or power of the Landlord if any Rents shall have become due but shall remain unpaid for a period exceeding twenty working days to pay on demand to the Landlord interest thereon at the interest rate of 5% above the base lending rate of Lloyds TSB Bank plc in force from time to time during the period over which interest runs (before and after any judgment) calculated on a daily basis
- 2 To pay and discharge all rates and taxes and all other charges duties assessments impositions outgoings obligations whatever of an annual or recurring nature which now or may at any time during the Term be imposed charged or payable in respect of the Premises or the Parking Space or any part thereof or upon the owner or occupiers in respect thereof
- 3 To pay to the Landlord all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors or bailiffs) incurred by the Landlord in relation to or incidental to:
 - 3.1 Every application made by the Tenant for a consent or licence required by the provisions of this Lease
 - 3.2 The preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

- 3.3 The recovery or attempted recovery of arrears of Rents or other sums due from the Tenant and
- 3.4 Any steps in connection with the preparation and service of a Schedule of Dilapidations during or after the expiration of the Term
- 4 Not to carry out any work or decoration repair maintenance or otherwise to any part of the Building or the Estate otherwise than the Premises
- 5 To comply in all respects at the Tenant's own cost with the requirements of any statute or of any government department local authority or other public or competent authority
- 6 To make good any damage to any part of the Apartments the Building or the Estate caused by any act omission or negligence of any occupant of the Premises or person visiting the Tenant or the Premises
- 7 Not at any time to assign sub-let or part with possession of part only of the Premises
- 8 To yield up the Premises at the termination of the Term or sooner determination with the Landlord's fixtures and fittings and any replacements of the same in such good or substantial repair order and conditions as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Tenant and the conditions contained with this Lease
- 9 To comply with any reasonable requirements of the Landlord necessary to implement any planning permission with regard to the development of the Estate or Building now or within the Perpetuity Period
- 10 To insure maintain uphold and keep the Premises and all the Landlord's fixtures and fittings in the Premises in good and substantial repair order and condition at all times during the Term and in particular (but without prejudice to the generality of the foregoing) so as to maintain shelter and protect all other parts of the Building and other Apartments but so that the Tenant shall not be liable for any work for which the Landlord may be expressly liable under its covenants contained in this Lease
- 11 As often as may be necessary and at least once in every seventh year to paint or otherwise treat in a proper and workmanlike manner all the internal parts of the Premises which usually are or ought to be painted or treated
- 12 To clean all the interior surfaces of the windows of the Premises at least once in every four weeks
- 13 To permit the Landlord and his respective agents with or without workmen and others at all reasonable times to enter the Premises for the purpose of inspecting the Premises and upon notice being given to the Tenant specifying any repairs or works necessary to be done for which the Tenant is liable under this Lease to comply with the same and if the Tenant shall

not within thirty days of the service of such notice be proceeding diligently with the execution of such repairs or works to permit the Landlord to execute and complete such repairs and works and to repay to the Landlord on demand the cost of such repairs or works as liquidated damages

- 14 Not to do or permit to be done any act or thing which may render void or voidable any policy or policies of insurance of the Building or other parts of the Estate or any part thereof or which causes or may cause any increased premium to be payable in respect thereof
- 15 Not to commit any waste at the Premises or make any addition to or unite the premises with any adjoining premises or make any alteration to the Premises save as permitted by the following provisions of this Schedule
- 16 Not to erect any additional building or other structure or make any additions to or extensions or enlargements of or alterations to or affecting the external appearance of the Premises or the Building or to remove any of the Landlord's fixtures or fittings without having received the prior written consent of the Landlord to the drawings and specification relating to the additions extension enlargements or alterations and then only to carry out the works authorised in accordance with the approved drawings and specifications
- 17 Not to interfere with or obstruct in the performance of the duties of any employee of the Landlord or his agents
- 18 To promptly deliver to the Landlord copies of every notice and other document likely to affect the Premises the Building or the Estate received by the Tenant from any authority or person and at the request of the Landlord to make or join with the Landlord in making such objections or representations as the Landlord reasonably require
- 19 Within one month of the date of the execution or coming into effect of any and every assignment transfer mortgage or charge of the Premises or the grant of probate or letters of administration order of court or other instrument effecting or evidencing a devolution of title to the Premises to give to the Landlord's solicitors notice in writing of such disposition or devolution or transfer of title with full particulars and to produce to the Landlord's solicitors a certified copy of the document effecting such disposition or other evidence of any such devolution for registration and to pay to such solicitors a reasonable fee in respect of each such registration
- 20 Not at any time to erect or construct any building wall fence or structure or plant any tree or shrub on the Estate not to do anything or suffer anything to be done whereby the cover of soil over or support of the Service Installations laid in or under the said land shall be altered or which may interfere with or prevent the free access to such Service Installations on foot and with any necessary vehicles plant or equipment by the Landlord or any statutory

authority or utility company or render access to the said Service Installations more difficult or expensive or which may cause them damage

- 21 Not at any time to do or permit or suffer to be done any act matter or thing in respect of the Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof
22. Not at any time to do or permit or suffer to be done any act matter or thing in respect of the premises which contravenes the current planning permission relating to the Building the Apartments or the Premises and to keep the Landlord indemnified against all claims and demands and liabilities in respect thereof
- 23 Not at any time to obstruct any emergency access in favour of the Landlord or the tenants or occupiers of the Apartments
- 24 Not to obstruct or interfere with any Parking Space on the Estate or within the Building whether or not specifically demised to any other proprietor of one or more of the Apartments
- 25 To indemnify the Landlord against all actions proceedings claims demands losses costs expenses damages and liability (including any liability for any injury to any person or damage to any land or other property) arising directly or indirectly from any breach of any obligation of the Tenant the Tenant's agents or representatives under this lease or the state or condition or any use of the Premises or any act or omission of the Tenant or any Under Tenant or their respective servants agents or licensees
- 26 To pay all Valued Added Tax in respect of all monies paid by or taxable supplies made to the Tenant under this lease or as the case may be to repay to the Landlord any Value Added Tax borne by the Landlord in respect of taxable supplies made to the Landlord (except to the extent in the latter case to which the Landlord recovers the same) and in every case where under this lease the Tenant is obliged to pay any amount of money such amount shall be regarded as being exclusive of all Value Added Tax from time to time payable thereon
- 27 Notwithstanding any other provision of this lease not to do on or in relation to the Premises or in relation to the interest of the Tenant therein any act or thing (other than the payment of Rents) which shall render the Landlord liable for any tax or fiscal imposition of whatsoever nature

(Part II)

- 1 Not to use the Apartments for any illegal immoral or improper purpose and not to do nor allow to remain on the Premises anything which may be or become or cause a nuisance annoyance disturbance or annoyance to the Landlord or the tenants of the other Apartments as appropriate
- 2 Not to carry out any profession trade manufacture or business in the Premises or use the same otherwise than for a single private dwelling for residential purposes
- 3 Not to place any writing drawing sign placard advertisement or notice of any description on or in any window or the exterior of the Premises which may be visible from outside the Premises nor on any other part of the Estate or Building
- 4 Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or Service Installations in the Premises nor cause any obstruction to such Installations
- 5 Not to use or permit to be used in the Premises any musical instrument loud speaker radio or electric electronic mechanical or other instrument or practise or permit any singing in the Premises so as to cause annoyance to the occupiers of the other Apartments between the hours of 11.00 pm and 8.00 am so as to be audible outside the Premises
- 6 Not to set up in the Premises any machinery engine or other apparatus other than the usual domestic appliances
- 7 Not to erect any external satellite dish antennae aerial or other device for the reception or transmission of television radio telecommunications or similar service at the Premises
- 8 Not to park any lorry van or other vehicle at the Premises or in the Parking Space or elsewhere at the Estate larger than a Ford Transit van or exceeding 3 tonnes in weight without the Landlord's prior written consent
- 9 Not to park any vehicle or permit any parking on the roads or forecourts serving any Parking Spaces at the Estate nor elsewhere at the Estate other than on the Parking Space or any Parking Spaces specifically provided for use in association with the Premises and demised by the terms of this Lease and not to use any part of the Premises designated as a Parking Space for any other purpose other than parking of a vehicle in accordance with the terms of this Lease.
- 10 Not to carry out any car maintenance anywhere on the Estate
- 11 Not to keep any unroadworthy and/or untaxed vehicles on the Estate or on the Parking Space

- 12 Not to allow any oil or fuel stains of any kind on the Parking Spaces or Estate Roads or any other part of the Estate and to immediately remove any or all stains accidentally or otherwise caused
- 13 Not to park place or allow to remain on the Parking Space or elsewhere on the Estate any caravan boat or trailer
- 14 Not to leave or park or permit to be left or parked any article or other thing in any of the Estate Communal Areas or cause any obstruction thereto
- 15 Not to permit any laundry or other article to be hung or spread anywhere outside the Premises and not to place any pots or other articles on any exterior window sill of the Premises
- 16 Not to use or permit or suffer to be used the grounds at the Building and the Estate for the playing of any games nor permit any children to play in the Estate Communal Areas save for any designated play area
- 17 Not to keep any animals at the Premises except usual domestic pets on the following conditions:
 - 17.1 All or any pets to be kept on a permanent or temporary basis at the Premises and/or any visitors pet or pets must be under control of the owners at all times in all parts of the Estate
 - 17.2 Only normally domesticated animals may be kept at the Premises
 - 17.3 All pets must be exercised away from the Building
 - 17.4 The Tenant shall ensure that any fouling by the Tenants pets or any of their visitors pets will be removed forthwith and placed in the appropriate receptacle
- 18 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Estate or the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred to the Landlord all sums payable by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies necessary by breach of this regulation all such payments to be recoverable as rent in arrear
- 19 At all times to cover and keep covered the decorative floor finish or carpet (laid upon acoustic matting) the floors of the Premises (other than those of the kitchen and bathrooms) and at all times suitable and properly to cover and keep covered the floors of the kitchen and bathroom of the Premises with ceramic or vinyl (laid upon acoustic matting)

FIFTH SCHEDULE
Estate Services and Costs

Part I

The Estate Services

- 1 To repair and maintain to a reasonable standard and where necessary renew those parts of the access ways footpaths forecourts boundary walls and fences Parking Spaces (not demised by this Lease or any other lease) and the structures enclosing or associated with the external Parking Spaces provided from time to time and all other areas at the Estate which fall within the Estate Communal Areas
- 2 To repair and maintain to a reasonable standard all the external Parking Spaces (not demised by this Lease or any other lease) at the Estate
- 3 To provide lighting to the Estate Communal Areas so far as the Landlord considers necessary
- 4 To keep any planted or landscaped area within the Estate Communal Areas in good order and condition
- 5 To undertake any act which at the absolute discretion of the Landlord is necessary for the maintenance and repair of the Estate Communal Areas

Part II

Estate Management Costs

- 1 The costs and expenses incurred by the Landlord in the provision of the Estate Services
- 2 All existing and future rates charges insurance premiums and other outgoings in respect of the Estate Communal Areas
- 3 The creation of such reserves or sinking funds against any future liabilities of the Landlord as may be reasonably appropriate for the provision of the Estate Services and any interest or other charges on any borrowing for the purpose of providing the Estate Services
- 4 The costs of complying with the provision of any statute regulation order or requirements relating to the Estate Communal Areas
- 5 The costs of employing any surveyor accountant agent solicitor and contractors or other persons in connection with the management of the Estate the preparation and auditing of the accounts of the Landlord and the collection of Estate charges from owners of other parts of the Estate
- 6 Any expense incurred by the Landlord in relation or incidental to the administration of the Landlord's affairs

- 7 Any Value Added Tax or other tax payable in respect of any cost expenses or outgoings referred to in this Schedule or in respect of the Estate Charges paid by the Tenant and other owners of other parts of the Estate
- 8 All other costs and expenses which the Landlord may reasonably incur in the best interests of the Estate

Part III

The Estate Charge

- 1 The Landlord shall prepare an estimate of the Estate Management Costs in respect of each calendar year
- 2 The Tenant shall pay to the Landlord a provisional sum on account of the Estate Charge based on such estimate by two equal payments of the First June and First December in that year with an initial proportional payment to be made on the date of this Lease
- 3 After the expiry of each calendar year the Landlord shall prepare and serve on the Tenant by delivery to the Premises an account of the actual Estate Management Costs for that year
- 4 In the event of the actual Estate Management Costs in any calendar year exceeding the Landlord's estimate the Tenant shall pay to the Landlord the deficit in the Estate Charge due from the Tenant on demand and if the estimate exceeds the actual Estate Management Costs any excess paid by the Tenant shall be set off against the payments of the Estate charge to be made by the Tenant for the following year
- 5 The Landlord shall be entitled to vary the period in respect of which the accounts of the Estate Management Costs are prepared and the dates for payment of the provisional sums on account of the Estate Charge
- 6 If at any time during the Perpetuity Period the total number of Apartments or other properties enjoying the benefit of the Estate Services shall be more or less than the seventy seven Apartments constructed on the Estate and such increase or decrease shall be on a permanent basis the proportion referred to in Clause 1.9 shall be varied with effect from the commencement of the calendar year (or other period in respect of which the accounts of the Estate Management Costs are prepared) following the increase or decrease to such proportion as the Landlord shall determine as fair and reasonable having regard to the increase or decrease in question

SIXTH SCHEDULE

Building Services and Costs

Part I

Building Services

- 1 To maintain repair and where necessary renew:
 - 1.1 the main structure of the Building including the basement foundations and the roof of the Building
 - 1.2 all such Service Installations in under or upon the Building which serve more than one of the Apartments
- 2 The Common Parts
 - 2.1 to keep the Common Parts reasonably well lit so far as practicable
 - 2.2 to keep the Common Parts clean and tidy so far as practicable
 - 2.3 to clean the exterior of the windows of the Common Parts and the Premises
 - 2.4 as often as reasonably required in accordance with good building practice and paint manufacturers recommendations to decorate the Common Parts and those parts of the exterior of the Building as are usually painted and decorated
 - 2.5 To undertake any act which at the absolute discretion of the Landlord is necessary for the maintenance and repair of the Common Parts

Part II

The Building Costs

- 1 The costs and expenses incurred by the Landlord in the provision of Building Services
- 2 All existing and future rates charges insurance premiums and other outgoings payable in respect of the Common Parts and any other part of the Building not included in the lease of any of the Apartments or the responsibility of any individual Tenant or any of the Apartments
- 3 The costs of any property owners liability or third party risks insurance maintained by the Landlord in respect of the Building and the Estate
- 4 The amount of any contribution towards the expense of making repairing maintaining or rebuilding or renewing any Service Installation Estate Roads ways pavements party walls or fences or other conveniences which are used by the Building in common with other parts of the Estate or other adjoining or neighbouring property which the Landlord is called upon to make
- 5 The annual rentals or other expenditure involved in supplying and maintaining an entry door telephone system and any communal television or radio aerial system as may from time

to time be installed in the Building and all costs incurred in providing security personnel or systems for the protection of the Apartments or the Building

- 6 The costs of complying with the provision of every statute and every regulation order or requirement of any competent local or other authority in respect of the Building or any part thereof which is not the responsibility of any individual tenant of any of the Apartments
- 7 The creation of such reserves or sinking funds against any future liabilities of the Landlord as may be reasonably appropriate for the provision of the Building Services and any interest or other charges on any borrowing or securing any sums for the purpose of providing the Building Services
- 8 All other expenses (if any) incurred by the Landlord or its agents in or about the maintenance and proper and convenient management and running of the Building
- 9 All fees charges and expenses payable to any surveyor or accountant solicitor architect or other professional or competent adviser or any agent or contractor in connection with the management and/or maintenance of the Building and in or in connection with the preparation or auditing of Building Costs accounts and the collection of the Building Service Charge and enforcing the performance and observance by the Tenant and the other tenants of the Apartments of their obligations and liabilities
- 10 Any Value Added Tax or other tax payable in respect of any costs expense or outgoings referred to in this Schedule or in respect of the Building Service Charge paid by the Tenant and the tenants of the other Apartments

Part III

The Building Service Charge

- 1 The Landlord shall prepare an estimate of the Building Costs in respect of each calendar year
- 2 The Tenant shall pay to the Landlord a provisional sum on account of the Building Service Charge based on such estimate on First June and First December in each year with an initial proportional payment to be made on the date of this Lease
- 3 After the expiry of each calendar year the Landlord shall prepare and serve on the Tenant by delivery to the Premises an account of the actual Building Costs for that year
- 4 In the event of the actual Building Costs in any calendar year exceeding the Landlord's estimate the Tenant shall pay to the Landlord the deficit in the Building Service Charge due from the Tenant on demand and if the estimate exceeds the actual Building Costs any excess paid by the Tenant shall be set off against the payments of the Building Service Charge to be made by the Tenant for the following year

- 5 The Landlord shall be entitled to vary the period in respect of which the accounts of the Building Costs are prepared and the dates for the payment of the provisional sums on account of the Building Service
- 6 If at any time during the Perpetuity Period the total number of Apartments enjoying the benefit of the Building Services shall be more or less than the seventy seven Apartments intended to form part of the Building and such increase or decrease shall be on a permanent basis the proportion referred to in Clause 1.10 shall be varied with the effect from the commencement of the calendar year (or other period in respect of which the accounts of the Building Costs are prepared) following the increase or decrease to such proportion as the Landlord shall determine as fair and reasonable having regard to the increase or decrease in question

SEVENTH SCHEDULE

Deed of Covenant

PARTIES

'Landlord' JAMES ROGER CARLTON c/o The Barn Meeting House Lane, South Leverton
Retford, Nottinghamshire DN22 0BS

'Transferee'

DEFINITIONS

'Premises' means the leasehold property No. * Alexandra Court, Alexandra Park,
Woodborough Road, Nottingham

'Original Lease' means a Lease dated 2006 made between James Roger
Carlton (1) and (2)

'Transferor' *

WHEREAS:

- 1 By clause 6.2 of the Original Lease the Tenant shall not transfer the Premises without the proposed purchaser having first executed and delivered to the Landlord a Deed of Covenant as contained in the Seventh Schedule
- 2 The Transferor has agreed to transfer the Premises to the Transferee and the Transferee has agreed to enter into this Deed of Covenant in manner hereinafter appearing

NOW THIS DEED WITNESSES that in consideration of the Premises the Transferee [jointly and severally] covenants with the Landlord to observe and perform throughout his/her/their ownership of the Premises all covenants and stipulations on the part of the purchaser contained in the original Lease


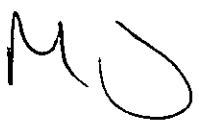
IN WITNESS whereof this document has been executed as a deed the day and year first before written

SIGNED as a DEED by
JAMES ROGER CARLTON
in the presence of:

SIGNED as a DEED by
in the presence of:-

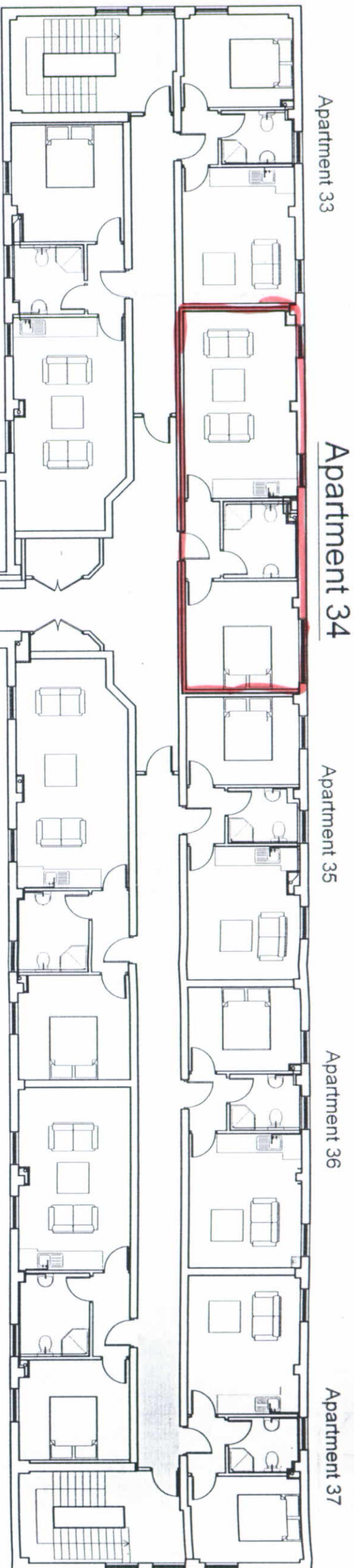
IN WITNESS whereof this document has been executed as a deed the day and year first before written

SIGNED as a DEED by
THE LANDLORD
in the presence of:



JONES AND COMPANY
CANNON SQUARE
RETFORD

SIGNED as a DEED by
THE TENANT
in the presence of:

notes:



revisions

Handwritten signature or initials.

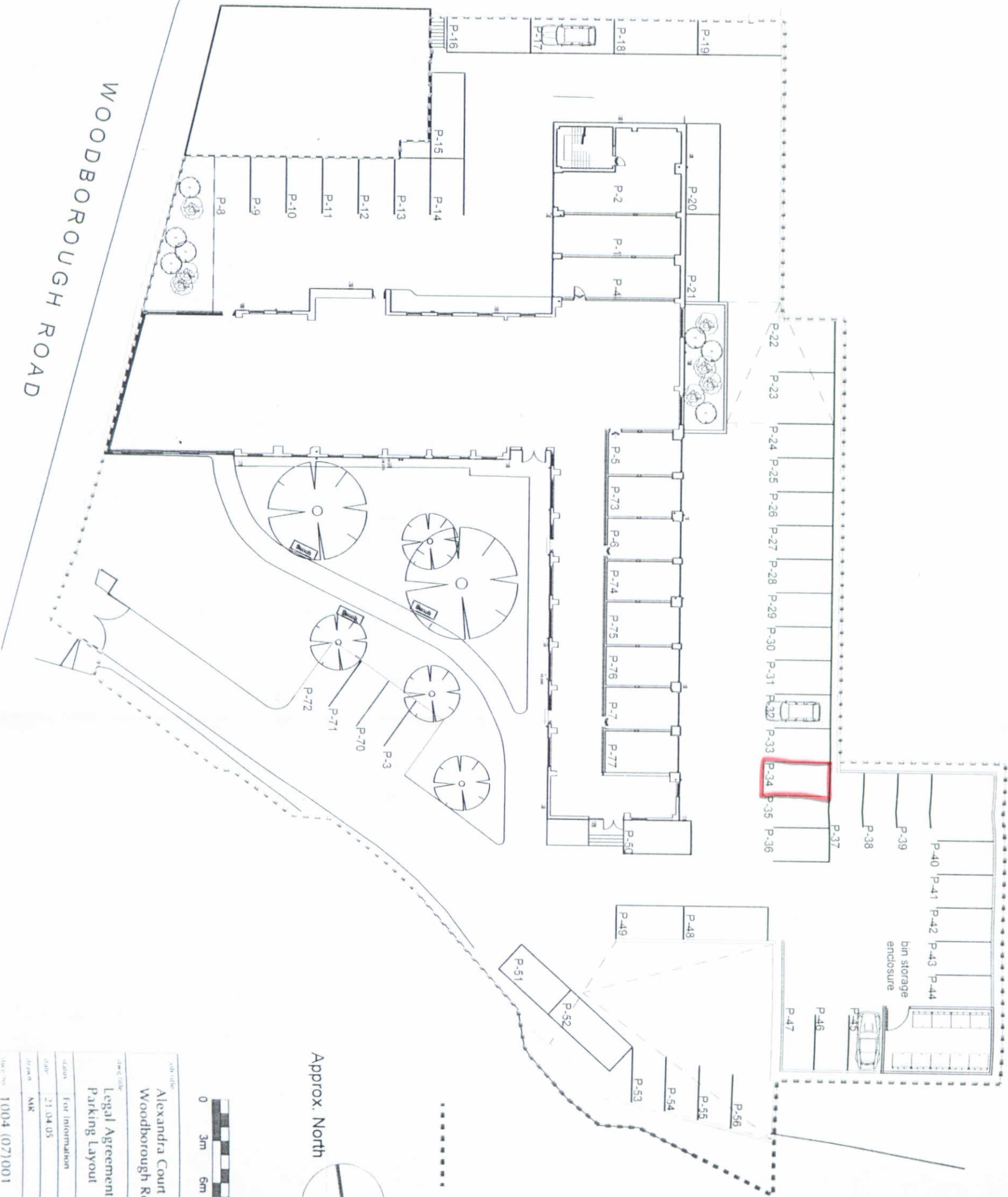
Approx. North



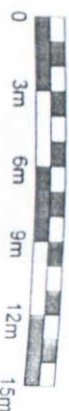
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dwg title		Legal Agreement Drawing Second Floor-Apartment 34	
status	For sale agreement	scale	1:150
date	19.05.05	checked	SCR
drawn	MR		
dwg no.	1004 (07) 201-34		
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A3			

Rayner Davies Architects
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WOODBOROUGH ROAD



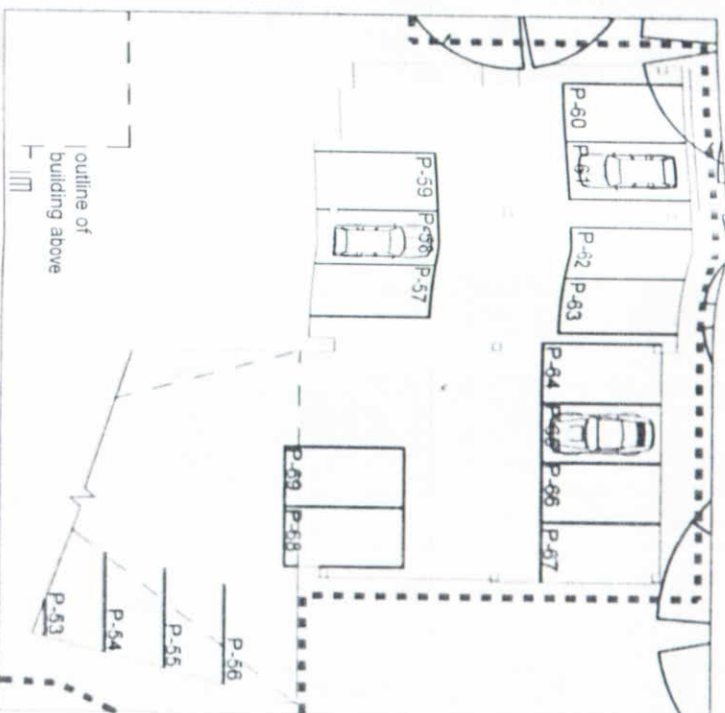
Approx. North



Assumed site boundary extracted from Land Registry Title Plan NT396791

REVISIONS

Lower Parking Level Plan



notes:

Address: Alexandra Court
Woodborough Road, Nottingham

Legal Agreement Drawings
Parking Layout

For Information

Date: 21.04.05

Drawn: MK

Check: 1004 (07)001

Rev A Garage numeration updated 28.04.05 MAR



PLAN

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