

DATED

20th March

2002

HER MAJESTY'S PRINCIPAL SECRETARY OF STATE
FOR THE HOME DEPARTMENT

- and -

JEBB AVENUE MANAGEMENT COMPANY LIMITED

-and-

MR G J AND MRS J QUINN

LEASE

of Flat 90 Jebb Avenue
Brixton
London SW2
and Garage 15

Harvey Ingram Owston
Solicitors
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Ref No: A/HMW(IS)/HOM012/90

MIL
OK

HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1997

LEASE of PART

County & District

Title Numbers

Property



Greater London - Lambeth

177410 and TGL187973

90 Jebb Avenue Brixton London SW2
and Garage Number 15



THIS LEASE is made 20th day of March 2002

BETWEEN HER MAJESTY'S PRINCIPAL SECRETARY FOR THE HOME DEPARTMENT (hereinafter called "the Landlord") of the first part **JEBB AVENUE MANAGEMENT COMPANY LIMITED** whose registered office is at Abell House John Islip Street London SW1P 4LH of the second part (hereinafter called "the Management Company") and **GRAHAM JOHN QUINN** and **JULIE QUINN** of Flat 90 Jebb Avenue Brixton London SW2 (hereinafter called "the Flatowner") of the third part

WHEREAS:

1 In this Lease the following expressions shall unless the context otherwise admits have the following meanings:

- 1.1 "the Building" shall mean that block of flats in which the Flat is situated
- 1.2 "the Buildings" shall mean the blocks of flats forming part of the Estate
- 1.3 "the Certificate" shall mean the Certificate signed on behalf of the Management Company annually and as soon after the end of the Management Company's Financial Year as may be practicable
- 1.4 "the Common Parts" shall mean those parts of the Estate used in common by the owners or occupiers of two or more of the flats contained in the Buildings and including the main and other entrances/exits halls staircases (internal and external) balconies or terraces fire escapes and landings means of refuse disposal lawns landscaped areas open areas drives access roads (save for the Estate Road) walkways paths stores cupboards drying areas any car parking areas and other areas of a like nature and any Service Media forming part of the

Estate each of which is not used solely for the purpose of the Flat

- 1.5 "the costs and expenses incurred by the Management Company" shall mean and be deemed to include not only those costs expenses outgoings and other expenditure hereinbefore described which have been actually disbursed incurred or made by the Management Company during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Management Company may in its discretion allocate to the year in question as being fair and reasonable in the circumstances
- 1.6 "the Estate" shall mean the Residential Quarters of the Landlord at Jebb Avenue London SW2 being part of the land comprised in the titles above mentioned comprising 56 flats in 6 blocks and the garages and other outbuildings serving the same erected on some part or parts thereof all which said property is shown edged blue on Plan No 2 (but excluding the Flat)
- 1.7 "the Estate Road" shall mean that part of Jebb Avenue with footpaths and verges thereof serving the Estate and inter alia serving the Flat by providing access and egress to it and which is not maintainable at the public expense
- 1.8 "the Estate Sewers" means such of the foul and surface water sewers constructed within or serving the Estate which are not sewers maintainable at the public expense
- 1.9 "the Flat" shall mean the first floor residential flat known as Flat Number 90 Jebb Avenue shown edged red on Plan No 1 and shall include each and every part thereof and all additions alterations and improvements thereto and shall also include without limitation the following:-
- 1.9.1 the plaster tiles and decorative finishes applied to the interior of the external walls of the Building and to any structural or load-bearing walls and columns within the Flat but no other part of any such walls and columns
- 1.9.2 the entirety of any non-structural or non-load-bearing walls and

columns within the Flat and any internal staircase exclusively serving the Flat

- 1.9.3 the inner half severed medially of any non-structural or non-load-bearing walls dividing the Flat from other parts of the Building or the Buildings
- 1.9.4 the screed and finish of the floors within the Flat
- 1.9.5 the plaster and decorative finishes applied to the ceilings of the Flat
- 1.9.6 the doors door furniture and door frames of or within the Flat (but not the outer face and decorative finish of the main door of the Flat)
- 1.9.7 the windows and window frames of or within the Flat but not any windows window frames or any forms of glazing which are in or comprise part of the external walls of the Building
- 1.9.8 the surface of such balconies or terraces (if any) intended for the exclusive use of the Flat
- 1.9.9 all Service Media vested in the Landlord and from time to time exclusively serving the Flat up to the point where they connect to those of statutory undertakers or to the remainder of the Service Media
- 1.9.10 all sanitary and hot and cold water apparatus within the Flat
- 1.9.11 the Garage (if any) which shall include the inner half severed medially of any non structural or non load bearing walls dividing the Garage from any other garage or garages on the Estate

but shall exclude without limitation the following:-

- 1.9.12 any window frames or any forms of glazing which are in or comprise part of the external walls of the Building
 - 1.9.13 the foundations floor and ceiling slabs main walls columns roof and roof space of the Building and the Garage (if any) and the balustrade of such balconies or terraces (if any) intended for the exclusive use of the Flat
 - 1.9.14 any Service Media not exclusively serving the Flat
- 1.10 "the Flatowner" shall include the person or persons in whom the term hereby granted is from time to time vested whether by assignment devolution in law

or otherwise and whenever the expression "the Flatowner" shall include more than one person then the covenants on the part of the Flatowner herein contained shall be deemed to be joint and several

- 1.11 "the Garage" shall mean the garage (if any) allocated to the Flat and shown edged green on Plan No 3
- 1.12 "the Insured Risks" shall mean loss or damage by fire storm flood lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices impact by vehicles and damage by malicious persons and vandals or any other risks against which it is normal practice to insure and from time to time be included in a Householders' Comprehensive Policy
- 1.13 "the Interim Service Charge" shall mean such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Management Company shall specify to be a fair interim payment (and pending the creation and effective operation of the Management Company a fixed amount of £60.00 per month) Provided that if it should appear necessary or appropriate to adjust the Interim Service Charge during any Accounting Period the Interim Service Charge may be increased or decreased (as the case may be) by a relevant adjustment being made to the amount of the Interim Service Charge demanded at any time
- 1.14 "Leases" shall mean any leases granted or to be granted by the Landlord of any flats comprised in the Estate
- 1.15 "the Landlord" shall include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created
- 1.16 "the Management Company" shall include its successors in title
- 1.17 "the Management Company's Financial Year" and "the Accounting Period" shall mean the period from the First day of April to the Thirty-first day of March in each year or such other annual period as the Management Company may in its discretion from time to time determine as being that in which the accounts of the Management Company relating to the Estate shall be made up
- 1.18 "Plan No 1" shall mean the plan numbered 1 annexed hereto
- 1.19 "Plan No 2" shall mean the plan numbered 2 annexed hereto
- 1.20 "Plan No 3" shall mean the plan numbered 3 annexed hereto

- 1.21 "Public Authority" shall mean and include local authorities whether acting generally or in exercise of some specific power or function and all statutory corporations and authorities and all companies or bodies exercising some statutory right or obligation
- 1.22 "the Prescribed Rate" shall mean the rate of 4% above the rate prescribed by HM Treasury from time to time under Section 32 of the Land Compensation Act 1961 (or in the event of such rates being no longer published or used) such other comparable rate of interest as the Landlord/the Management Company shall reasonably adopt
- 1.23 "the Service Charge" shall mean one fifty-sixth part of the sum representing the total costs and expenses incurred by the Management Company during each Accounting Period in the repair maintenance renewal and insurance of the Estate and the provision of services therein and upon the other heads of expenditure which are set out in Part 2 of the Third Schedule hereto
- 1.24 "Service Media" shall mean all sewers drains soakaways watercourses pipes gullies ducts mains channels wires cables conduits flues and other conducting media which are intended to remain private and not maintainable at the public expense
- 1.25 "the Term" shall mean the term of One hundred and twenty-five years commencing from the 1st August 2001
2. The Landlord has agreed with the Flatowner for the grant to the Flatowner of a Lease of the Flat for the consideration and at the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

1. IN pursuance of the said agreement and in consideration of the sum of Forty Nine Thousand Pounds (a net sum after deduction of a discount of £35,000.00) paid by the Flatowner to the Landlord on or before the signing hereof (the receipt whereof the Landlord hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Flatowner to be paid observed and performed the Landlord **HEREBY DEMISES** unto the Flatowner with Limited Title Guarantee **ALL THAT** the Flat **TOGETHER WITH** the easements rights and privileges set forth in the First Schedule hereto so far as the Landlord is capable of granting the same **AND SUBJECT TO** the rights exceptions and reservations for the Landlord its tenants

~~agents~~ servants and licensees and all others authorised by the Landlord or entitled as against the Landlord or the owners or occupiers for the time being of the Estate or any part or parts thereof as set forth in the Second Schedule hereto **TO HOLD** unto the Flatowner for the Term **YIELDING AND PAYING THEREFOR FIRSTLY** the yearly rent of a Peppercorn (if demanded) **AND SECONDLY** the further or additional rent by way of the Service Charge more particularly described in Clause 2.4 hereof

2. **THE FLATOWNER HEREBY COVENANTS** with the Landlord and the Management Company and (save in relation to Clauses 2.1 and 2.4 of this Lease) as a separate covenant with every other person who is a lessee occupier or owner of any part of the Estate (for the benefit of the Estate and each and every part thereof and with the intention of binding the Flat) as follows:

- 2.1 To pay during the term the said reserved rent at the times and in the manner herein provided without any deduction
- 2.2 To pay all existing and future rates taxes community charge assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged on the Flat or any part thereof or upon the Landlord/the Management Company or any owner or occupier in respect thereof
- 2.3 To pay all charges incurred for water gas electricity and telecommunications supplied to the Flat including all kilowatt charges periodic or unit charges and meter rents (if any)
- 2.4 To pay to the Management Company without any deduction by way of further and additional rent the Service Charge and the Interim Service Charge at the times and in the manner provided and in accordance with and subject to the terms and provisions of Part I of the Third Schedule hereto
- 2.5 Throughout the term and from time to time and at all times to keep the Flat and everything demised hereunder and all additions thereto the sanitary apparatus and the appliances for making use of the supply of water electricity gas and telecommunications and appurtenances installed in or affixed to the Flat and the window glass thereof in good clean and tenantable repair and condition and once in every fifth year of the Term and the last year of the Term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood and ironwork of the Flat usually painted with two coats of good quality paint and similarly to paint wallpaper or otherwise suitably treat all internal walls and

surfaces of the Flat

- 2.6 To permit the Management Company its servants agents or workmen at all reasonable times to enter upon and to examine the condition of the Flat and thereupon the Management Company may serve upon the Flatowner notice in writing specifying any repairs and decorations necessary to be done and require the Flatowner forthwith to execute the same and if the Flatowner shall not within one month after the service of such notice commence and proceed diligently with the execution of such repairs and decorations then to permit the Management Company to enter upon the Flat and execute such repairs and decorations and the cost thereof shall be a debt due from the Flatowner to the Management Company and be forthwith recoverable by action
- 2.7 To permit the Management Company its servants agents workmen or tenants at all reasonable times to enter the Flat or any part thereof for the purpose of repairing any part of the Buildings or the Estate and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all Service Media party structures or other conveniences belonging to or serving or used for the Buildings or the Estate (without prejudice to the obligations of the Flatowner hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up removing or renewing any Service Media and for similar purposes **PROVIDED** that the Management Company shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus or appurtenances installed therein or affixed thereto caused by the carrying out of any work in this sub-clause mentioned or otherwise referred to
- 2.8 To make good forthwith all damage howsoever caused by the Flatowner his agents servants friends invitees and relations to the Buildings and/or the Estate
- 2.9 Not to carry on any trade profession or business upon the Flat but to use the same only for the purpose of a private residence in the occupation of a single family
- 2.10 To forthwith give notice to the Management Company of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Flatowner or any sub-tenant of the Flat and if so required by the Management Company to produce the same and where reasonably required by

the Management Company to make or join in making such application and representations in respect thereof as the Management Company may consider necessary

- 2.11 2.11.1 Not to transfer the Flat without requiring the transferee to apply in writing contemporaneously with such transfer to become a member of the Management Company and
- 2.11.2 that when the title to this Lease devolves on any successor in title of the Flatowner such successor shall within seven days deliver to the Secretary of the Management Company a duly executed Deed containing the covenant required pursuant to Clause 2.12.2 of this Lease and apply in writing to become a member of the Management Company
- 2.12 2.12.1 Not to transfer underlet or otherwise part with possession of part or parts only of the Flat (including the Garage which under no circumstances during the Term shall become separated from the demise of the Flat)
- 2.12.2 On the occasion of every transfer of the Flat to procure a covenant by the transferee directly with the Management Company to observe and perform the obligations and covenants on the part of the Flatowner contained herein
- 2.12.3 Within one month after the date of any and every assignment transfer mortgage or charge of the Flat or of grant of probate or letters of administration order of Court or other matters disposing of or affecting the Flat or devolution of title thereto to give to the Solicitors for the Landlord and separately to the Solicitors or Secretary of the Management Company notice in writing of such disposition or devolution or transfer of title with full particulars thereof And to pay or cause to be paid at the same time to the Landlord's and the Management Company's Solicitors or Secretary a reasonable fee being not less than Thirty Pounds plus VAT in respect of each such notice affecting the Property
- 2.13 To observe and perform the regulations set out in the Fourth Schedule hereto and any other reasonable regulations which the Landlord/the Management

Company may from time to time make for preserving the amenities and character of the Estate or in connection with the management use or enjoyment thereof

- 2.14 To pay all costs charges and expenses (including Solicitors' costs and surveyors' fees) incurred by the Landlord and/or the Management Company for the purpose of or incidental to:
- 2.14.1 the preparation and service of a notice under Section 146 of the Law of Property Act 1925
 - 2.14.2 the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term (but relating in all cases to such wants of repair that occurred not later than the expiration or sooner determination of the Term as aforesaid)
 - 2.14.3 abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance at the Flat in obedience to a notice served by a local authority
 - 2.14.4 the preparation execution and registration of any Consent or Deed of Covenant or Licence entered into by the Landlord and/or the Management Company with the new Leaseholder of the Flat whether or not the assignment or devolution of the Flat to which the Consent or Deed relates is completed
- 2.15 Not to make any structural alterations or additions to the Flat without the previous consent in writing of the Landlord
- 2.16 Not to do or permit or suffer to be done upon or in connection with the Flat or the Buildings anything which shall be or tend to be a nuisance annoyance or cause of damage to the Landlord /the Management Company or other lessees or any of them or to any neighboring adjoining or adjacent property or the owner or occupiers thereof nor whereby any insurance effected by the Management Company in respect of the Flat and/or the Estate may be rendered void or voidable or whereby the rate of premium may be increased
- 2.17 At the expiration or sooner determination of the Term to peaceably surrender and yield up to the Landlord all and singular the Flat together with all additions thereto in good tenantable repair and condition in accordance with the

covenants herein contained

2.18 Not to obstruct the Common Parts and/or the Estate Road

2.19 To indemnify and keep indemnified the Landlord against all damages costs and other liabilities resulting from any non-observance or non-performance by the Flatowner of any covenants (so far as these relate to the Flat) in the registers of the titles above referred to

3 **THE LANDLORD HEREBY COVENANTS** with the Flatowner as follows:

3.1 That the Flatowner paying the rents hereby reserved and performing and observing the covenants conditions and regulations herein contained and on the part of the Flatowner to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the Term without any unlawful interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for it

3.2 That the Landlord will if called upon to do so by the Flatowner enforce the performance and observance of covenants on the part of the tenants contained in the leases of other flats or properties in the Buildings upon the Flatowner indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Landlord may require and complying with all reasonable requirements of the Landlord

3.3 That the Landlord will impose in Leases of other flats on the Estate covenants in terms similar to those contained in Clause 2 of this Lease and require every person to whom it shall hereafter transfer or grant a Lease to covenant to observe the restrictions set forth in the Fourth Schedule hereto

3.4 Until such time as it grants Leases of all flats on the Estate so far as the same is not the responsibility of the Management Company to maintain repair and renew all other flats comprised in the Estate

3.5 Until such time as the freehold reversion in the Estate is transferred to the Management Company to make good any default by the Management Company in carrying out its obligations under this Lease in which event this Lease shall take effect as if "the Landlord" was substituted for "the Management Company"

3.6 To repair and maintain the Estate Road (and to provide lighting of the same)

and the Estate Sewers and to indemnify the Flatowner and his successors from and against all costs claims demands and liability in respect of the maintenance or repair of the same and any other potential charges arising therefrom unless and until the Estate Road and the Estate Sewers become maintainable at the public expense (subject to payment by the Management Company of a fair and reasonable contribution towards repair maintenance and lighting calculated according to user by the Flatowner and every other lessee of Leases on the Estate towards such costs)

4. THE MANAGEMENT COMPANY HEREBY COVENANTS with the Flatowner as follows:-

- 4.1 Subject to the payment by the Flatowner of the rent and the further and additional rent by way of the Service Charge and provided that the Flatowner has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew mend repoint paint grain varnish whiten colour clean tidy cultivate and garden as appropriate
 - 4.1.1 the structure of the Buildings and in particular but without prejudice to the generality thereof the roofs foundations external walls timbers chimney stacks gutters and rainwater and soil pipes thereof
 - 4.1.2 the Service Media in under and upon the Buildings and the Estate and not exclusively serving the Flat
 - 4.1.3 the Common Parts
 - 4.1.4 the boundary walls and fences of and in the curtilage of the Estate
- 4.2 4.2.1 To insure and keep insured the Buildings and the Estate against loss or damage by the Insured Risks in an insurance office or with underwriters of repute in a sum equal to the full rebuilding costs thereof for the time being together with an adequate sum in respect of Architects' and Surveyors' fees
- 4.2.2 In case of destruction of or damage to the Buildings or any part thereof from any cause covered by such insurance so as to make the same unfit for habitation and use to lay out all monies received in respect of such insurance in rebuilding and reinstating the same as soon as reasonably practicable and to make up out of the Management Company's own moneys any deficiency in the monies required to

complete such rebuilding and reinstatement

4.3 To make all payments necessary to maintain the insurance set out in Clause 4.2.1 of this Lease within seven days after the same shall become due and to permit the Flatowner to notify the insurer of the interest of the Flatowner and his mortgagee in the policy of such insurance and for that purpose (at the request of the Flatowner) to furnish the Flatowner with particulars of such policy

4.4 So far as practicable to provide the following services :

4.4.1 to tend and keep clean and tidy (and where appropriate cultivate) and generally to maintain the Common Parts

4.4.2 to maintain where necessary adequate heating (if installed) and lighting in any corridors passages halls staircases and landings and other exterior areas forming part of the Common Parts

4.4.3 to clean regularly the glass in all the windows in the Common Parts

4.4.4 to arrange for the collection and removal of all rubbish and domestic refuse from the Estate

4.4.5 to supply provide purchase renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliances materials and other things which the Management Company may deem desirable or necessary for the maintenance upkeep or cleanliness of the Common Parts

4.5 Upon receipt of any application made pursuant to Clause 2.11.2 of this Lease and the Deed mentioned therein to consent immediately in writing to the registration of the person named therein as Proprietor at HM Land Registry

4.6 To pay to the Landlord a fair and reasonable contribution towards the costs of repair and maintenance of the Estate Road street lighting (and to pay for the cost of electricity) the Estate Sewers in accordance with the proviso to Clause 3.6 hereof and any other facilities used by the Flatowner in conjunction with the Landlord or other persons enjoying rights of user

5. **PROVIDED ALWAYS** and it is hereby agreed and declared:

5.1 That if the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally

~~demanded~~ or not) or if the Flatowner shall not duly perform or observe all the covenants and provisions hereby on the part of the Flatowner to be performed or observed (subject to the provisions of Clause 6 of Part 1 of the Third Schedule to this Lease) then and in any of the said cases and thenceforth it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Flatowner herein contained

- 5.2 That any notice under this Lease shall be in writing and in the case of notice by the Landlord or the Management Company to the Flatowner may be served by leaving it at the Flat or sending it by recorded delivery service to the Flat and in the case of a notice to be served by the Flatowner on the Landlord or the Management Company it shall be delivered or sent by recorded delivery service to the Landlord's Registered Office
- 5.3 If any dispute or difference shall arise between the Landlord/the Management Company and the Flatowner touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Lease or the rights duties or liabilities of any party under or in connection with this Lease then and in every such case the dispute or difference shall be determined by a single arbitrator to be appointed by the agreement of the parties or in default of such agreement by the President for the time being of the Leicestershire Law Society acting in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force whose award shall be final and binding upon all parties
- 5.4 All sums payable by the Flatowner to the Landlord/Management Company hereunder shall carry interest at the Prescribed Rate fourteen days after the same shall become due until payment by the Flatowner
- 5.5 For the avoidance of doubt sums payable by the Flatowner to the Landlord/the Management Company under the provisions of this Lease shall be deemed to include the interest paid by the Landlord on any money borrowed by it to defray

the costs and expenses incurred to fulfill its obligations and those of the Flatowner hereunder

5.6 That all the Schedules of this Lease are imported into the operative part of this Lease

5.7 Where the context so admits words importing the masculine gender shall include the feminine gender and words importing the singular number shall include the plural number and vice versa and where the Flatowner consists of two or more persons all covenants by the Flatowner shall be deemed to be by such persons jointly and severally

6. **NOTWITHSTANDING** anything herein contained the Landlord/the Management Company shall be under no greater liability either to parties hereto or to strangers to this Lease who may be permitted to enter onto or use the Buildings or the Estate for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Buildings or the Estate whether arising from the negligence of the Landlord/the Management Company or that of any servant or agent of the Landlord/the Management Company or otherwise than the obligations involved in the common duty of care

7. **NOTWITHSTANDING** anything herein contained the Landlord/the Management Company shall not be liable to the Flatowner nor shall the Flatowner have any claim against the Landlord/the Management Company in respect of:

7.1 Any interruption in any of the services mentioned in Clause 4.4 hereof by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Landlord's/the Management Company's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of materials or labour

7.2 Any act omission or negligence of any attendant servant or agent of the Landlord/the Management Company in or about the performance or purported performance of any duty relating to the provision of the said services or any of them or in compliance with Clause 4.1 hereof

8. 8.1 **THE** parties hereby apply to the Chief Land Registrar to enter a restriction on the register of the title to this Lease in the following terms:-

"Except under an Order of the Registrar no transfer assent or other disposition leading to a change in the proprietorship of the Flat is to be registered without:-

- 8.1.1 the written consent of the Management Company or
- 8.1.2 a certificate by a Solicitor that the procedure set out in Clause 2.11.2 of the Registered Lease has been complied with"
- 8.2 In the event of a person being entitled to be registered as proprietor of the title to this Lease making an application to be a member of the Management Company in accordance with Clause 2.11.2 of this Lease and the Management Company failing within 28 days to issue written consent to registration as required by Clause 4.5 of this Lease then a certificate by a Solicitor to the effect that the provisions of Clause 2.11.2 of this Lease have been complied with shall be sufficient authority for the Registrar to proceed with the said registration in the absence of production to him of the said written consent of the Management Company
9. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds (£60,000.00)/~~Two Hundred and Fifty Thousand Pounds (£250,000.00)~~^{uww}
- IN WITNESS** whereof the Landlord the Management Company and the Flatowner have executed this Lease as a Deed the day and year first before written

THE FIRST SCHEDULE

Easements Rights and Privileges

1. The right to pass and repass at all times for all lawful purposes on foot over the footpaths and verges (if any) and with vehicles over the carriageways of the Estate Road
2. **SUCH** rights of access to and entry upon the Common Parts as are necessary for:
 - 2.1 the use and enjoyment of the Flat and the rights hereby granted
 - 2.2 the proper performance of the Flatowner's rights and obligations hereunder
3. **FULL** right and liberty for the Flatowner and all persons authorised by him (in common with all other persons entitled to the like right) to use the gardens and landscaped areas in the Estate for the purpose of recreation

4. **THE** right (in common with all other persons entitled to the like right) to use the parts of the Estate (if any) so designated from time to time by the Landlord/the Management Company for the purpose of drying clothes
5. **THE** right (in common with all other persons entitled to the like right) to deposit household refuse in the dustbins situated in the parts of the Estate so designated from time to time by the Landlord/the Management Company
6. **THE** right to subjacent and lateral support and to shelter and protection from the other parts of the Building and the Buildings and from the site and roof thereof
7. **THE** free and uninterrupted passage and running of all services including water soil gas electricity and telecommunications from and to the Flat through the Service Media (and where appropriate the Estate Sewers) which now or may at any time hereafter be in under or passing through the Estate or any part thereof
8. **THE** right for the Flatowner with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the other parts of the Buildings for the purpose of repairing cleansing maintaining or renewing any of the Service Media serving the Flat
9. **THE** right for the Flatowner with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the other parts of the Building or the Buildings for the purpose of repairing maintaining renewing altering or rebuilding the Flat or any part of the Building or the Buildings giving subjacent or lateral support shelter or protection to the Flat
10. **THE** right to connect to and thereafter to use any communal television aerial or aerials (if any) on the roof of the Building or Buildings such points of connection to be prescribed by the Landlord

PROVIDED that the person exercising such rights of entry as aforesaid shall cause as little disturbance as possible and shall forthwith at their own expense make good any damage thereby caused

THE SECOND SCHEDULE

Exceptions and Reservations

1. **EASEMENTS** rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 6 7 8 and 9 of the First Schedule to this Lease

2. **POWER** for the Management Company and its Surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Flat for the purpose of carrying out its obligations under Clause 4 of this Lease
3. **THE** right for the Landlord and all persons authorised by him to enter with all necessary materials the Flat at reasonable times on written notice to the Flatowner for the purposes of erecting placing and affixing security systems including lights cables and cameras to the exterior parts of the Flat or on the prison walls and buildings or on free standing pillars overlooking the Flat together with a right of access thereafter to inspect maintain and repair the same any damage occasioned thereby to the Flat being made good by the persons exercising such rights as soon as is reasonably practicable and to the reasonable satisfaction of the Flatowner

PROVIDED THAT the person exercising such rights of entry as aforesaid shall cause as little disturbance as possible and shall forthwith at their own expense make good any damage thereby caused

THE THIRD SCHEDULE

Part 1

The Service Charge Administration

1. The first payment of the Interim Service Charge (for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Service Charge shall be paid by equal payments in advance on the 24th June and 25th December in each year of the Term (or on such other days as the Management Company may notify in writing to the Flatowner)
2. The amount of the Service Charge shall be ascertained and certified by the Certificate
3. A copy of the Certificate for each financial year shall be supplied by the Management Company to the Flatowner immediately after the signing thereof and without charge to the Flatowner
4. The Certificate shall contain a summary of the costs and expenses incurred by the Management Company during the Management Company's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge (and shall distinguish between actual expenditure and reserve for

the future expenditure)

5. As soon as practicable after the signing of the certificate the Management Company shall furnish to the Flatowner an account of the Service Charge payable by the Flatowner for the year in question due credit being given therein for all payments made by the Flatowner by way of the Interim Service Charge in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Flatowner to the Management Company the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Management Company to the Flatowner any amount which may have been overpaid by the Flatowner by way of payment of the Interim Service Charge as the case may require
6. It is hereby agreed and declared that the Landlord shall not be entitled to re-enter under the provision in that behalf herein contained by reason only of non-payment by the Flatowner of the Interim Service Charge prior to the signing of the Certificate but nothing in this Clause or these presents contained shall prevent the Management Company from maintaining an action against the Flatowner in respect of non-payment of the Interim Service Charge notwithstanding that the Certificate has not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Management Company that the Interim Service Charge demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Flatowner

Part 2

The Service Charge Expenditure

The costs expenses and outgoings and other heads of expenditure in respect of which the Flatowner is to pay a proportionate part by way of Service Charge

1. All costs and expenses whatsoever incurred by the Management Company in and about the discharge of its obligations to repair and to contribute towards the costs of repair respectively set out in Clauses 4.1 and 4.6 of this Lease
2. All costs and expenses whatsoever incurred by the Management Company in and about the discharge of its obligations to insure and provide services as set out in Clauses 4.2 and 4.4 of this Lease

3. All rates taxes (including Value Added Tax) council tax and outgoings (if any) payable in respect of the Common Parts
4. The costs of insurance against third party risks in respect of the Common Parts if such insurance shall be effected by the Management Company
5. The costs of employing staff for the performance of the duties and services referred to in Clauses 4.1 and 4.4 of this Lease (including but without limiting the generality of such provision payment of statutory or other insurance health pension welfare and other payments contributions and premiums that the Management Company may in its absolute discretion deem desirable or necessary and the provision of working clothes tools appliances cleaning and other materials and equipment for the proper performance of their duties)
6. All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease including the costs of and incidental to the preparation of the Certificate and calculation of the Interim Service Charge and the Service Charge
7. The cost of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Director(s)/Secretary the printing and sending out of notices (including reports or accounts) the holding of meetings and all fees payable to the Government or any other body
8. All other expenses (if any) incurred by the Management Company in and about the maintenance and proper management and running of the Estate
9. The fees and disbursements paid to any managing agents appointed by the Management Company in respect of the Estate **PROVIDED THAT** so long as the Landlord/Management Company does not employ managing agents it shall be entitled to levy a reasonable management charge not exceeding 10% of the total costs and expenses incurred by it
10. Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality of the foregoing) the external decoration of the Buildings and the Estate
11. All costs and expenses incurred (or anticipated to be incurred in the future) by the

Management Company in fulfillment of its obligations under this Lease insofar as such expenditure is not included in the Service Charge and relates to the renewal or replacement or major overhaul of any and every part of the Estate and the plant and the appurtenances thereof including any expenses incurred in rectifying or making good any inherent structural defect within the Estate the renewal or replacement of heating apparatus ducts service pipes and wires within the Estate and interest paid on any money borrowed by the Management Company to defray any expenses incurred

12. The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whomsoever
13. The cost of taking all steps deemed desirable or necessary or expedient by the Landlord/the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate for which the Flatowner is not directly liable hereunder

THE FOURTH SCHEDULE

Regulations

1. **NOT** to park or allow to be parked on the Estate any vehicle other than a taxed and roadworthy type of motor vehicle of an unladen weight of not more than 1.5 tonnes (including those of the Flatowner's visitors)
2. **THE** Flat shall not be used for any illegal immoral or improper purposes or the holding of any sale by auction or for any other purposes which may be injurious to the reputation of the Estate or of the Landlord
3. **NO** radio television or musical instrument shall be played in such manner as to cause annoyance or nuisance to the occupants of neighbouring premises or property or so as to be audible outside the Flat between the hours of 11.00 p.m. and 7.30 a.m.
4. **EXCEPT** with the permission of the Management Company no advertisement or notice of any description aerial or satellite dish shall be affixed anywhere in the external windows or on the external parts of the Flat
5. **WASHING** clothing and bedding may be put out in the drying areas in the Estate (if

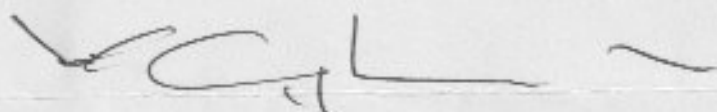
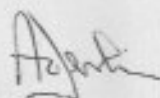
any) designated by the Management Company but shall not be put out through any external window or on any balcony of the Flat or in or upon any other part of the Common Parts

6. **THE** written permission of the Management Company must be obtained before any animal is kept in the Flat
7. **ANY** gardens or grounds in the Estate may be used for normal recreational purposes but not so as to cause annoyance to the tenants owners or occupiers of other Flats in the Buildings and no child or children should be allowed to play in any entrance halls stairways or passages
8. **ALL** dust rubbish and other refuse shall be deposited in a suitable receptacle or apparatus to be provided by the Flatowner and any such receptacle shall be kept in the dustbin area (if any) designated by the Management Company
9. **ALL** interior surfaces of the glass in the windows of the Flat shall be kept adequately cleaned

SIGNED AS A DEED on behalf of
**HER MAJESTY'S PRINCIPAL
SECRETARY OF STATE FOR
THE HOME DEPARTMENT**

by a person authorised in that behalf
pursuant to Section 35(3) of the
Prison Act 1952 in the presence of

A.C. DEVLIN
PRISON SERVICE
PRINCE HOUSE
JOHN ISLIP STREET
LONDON SW1P 4UH



SIGNED as a DEED by **JEBB
AVENUE MANAGEMENT
COMPANY LIMITED** acting
by a Director and its Secretary

