

1412
26900011
The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
of HERONSBROOK FLAT MANAGEMENT LIMITED

(as adopted by Special Resolution passed on 12th May 1992).

- 1 The Company's name is Heronsbrook Flat Management Limited
- 2 The Company's Registered Office is to be situated in England
- 3 The Company's objects are:
 - (a) To enter into and carry into effect with or without modification a Lease intended to be made between J P WHELAN HOMES LIMITED of the one part and the Company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by Shirley Jane Elder and an Agreement intended to be made between the Company of the one part and the said J P WHELAN HOMES LIMITED of the other part in the terms of a further draft which has been marked "B" and also signed as aforesaid
 - (b) To manage, administer and deal with lands, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person
 - (c) To carry on any other trade or business whatsoever, which in the opinion of the Directors, can be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses, or the general business of the Company
 - (d) To purchase, sell, exchange, improve, mortgage, charge, rent let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any freehold, leasehold, or other property, chattels and effects, erect, pull down, repair, alter, develop and otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business
 - (e) To purchase, take on lease or exchange, hire or otherwise acquire, any real or personal property any rights and privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings and erections and layout, maintain and use gardens and amenity grounds
 - (f) To apply for, purchase, or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and

COMPANIES HOUSE
22 JUL 1992
52

to grant rights thereout

- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve with the power to accept shares, debentures or securities of, or interests in, any other Company
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient
- (i) To lend money to such person, upon such terms and with or without security and subject to such conditions as may seem desirable
- (j) To promote or aid in the promotion of any Company or Companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purposes which may seem directly or indirectly calculated to advance the interests of this Company
- (k) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause

4 The liability of the members is limited

5 The Company's Share Capital is £100 divided into 100 shares of £1.00 each.

The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS.	NUMBERS OF SHARES TAKEN BY EACH SUBSCRIBER.
---	---

COMBINED NOMINEES LIMITED 16-26 BANNER STREET LONDON, EC1Y 8QE	ONE
--	-----

COMBINED SECRETARIAL SERVICES LIMITED 16-26 BANNER STREET LONDON, EC1Y 8QE	ONE
--	-----

Dated the 1st day of August 1991

Witness to the above Signatures:

The Companies Act 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of HERONSBROOK FLAT MANAGEMENT LIMITED

(as adopted by Special Resolution passed on 12th May 1992)

PART I

- 1 The Company shall forthwith enter into the Lease and the Agreement referred to in clause 3(a) of the Memorandum of Association with such modification (if any) as the Directors may approve
- 2 So long during the continuance of that Lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between those regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during that period prevail, provided that in no case shall they operate in such a way that the Company ceases to be a private company
- 3 Subject to regulation 2 hereof the regulations in Part III hereof shall at all times (whether during the continuance of the said Lease or not) apply to the Company

ALLOTMENT TRANSFER AND TRANSMISSION OF SHARES

- 4 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited. The Company shall not have power to issue share warrants to bearer.
- 5 (a) Subject as hereinafter provided and to any directions contained in any resolution or resolutions of the Company creating the same, the unissued shares of the Company shall be under the control of the Directors who subject to the provisions of Section 80 of the Companies Act 1985, may allot, grant options over or otherwise dispose of the shares. The provisions of Sections 89 to 96 of the Companies Act 1985 shall not apply to the Company

The maximum number of shares which may be allotted pursuant to this authority shall be the entire unissued authorised share capital for the time being of the Company and such authority will expire five years after the date of incorporation of the Company provided that it may be extended for further periods of up to five years by ordinary resolution of the Company

- (b) The Directors may, in their absolute discretions and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share

PART II

- 6 In this Part, except where the context otherwise requires:
- (a) 'the Headlease' means the Lease referred to in clause 3(a) of the Memorandum of Association
 - (b) The expressions 'The Head Lessor', 'The Lessor', 'The Lessee', 'The Property', 'The Building', 'The Reserved Property', 'The Demised Premises', 'The Flats', 'Flat' and 'Owner' or 'Ownership' in relation to a Flat have the meanings respectively assigned to them in the draft Underlease which has been marked 'C' and signed for the purposes of identification by Shirley Jane Elder
- 7 The share in the Company numbered 1 having been subscribed for shall be allocated to the Headlessor/the reversion immediately expectant on the determination of the term created by the Headlease. The share in the Company numbered 2 having been subscribed for shall be allocated to John Joseph Whelan. The shares in the Company numbered 3 and 4 shall be allocated and issued to Kevin Michael Whelan and Peter William Green but such shares numbered 2, 3 and 4 shall be transferred to each of the last three Flats respectively that are granted Underleases in the manner set out in regulations 8 and 9 hereof. The remaining shares in the Company numbered 5 to 15 inclusive shall be allocated and issued to the remaining flats that are granted Underleases in the manner set out in regulations 8 and 9 hereof
- 8 There shall as soon as may be after the coming into operation of the Headlease be made such transfers of shares and allotments as will ensure that the owner of each Flat holds whether by transfer or allotment in respect of that Flat one and only one share in the Company, being the share allocated to that Flat as aforesaid and that no person who is neither the owner of a flat nor entitled to such reversion as aforesaid in regulation 7 hereof nor John Joseph Whelan, Kevin Michael Whelan or Peter William Green as aforesaid in regulation 7 hereof holds any shares in the company
- 9 If a Flat comes into existence on the Property after the coming into operation of the Headlease a share in the Company shall forthwith be allotted or transferred as aforesaid to its owner but no allotments or transfers other than those required by regulations 7 and 8 of this regulation shall be made whilst this Part of the Articles applies
- 10 (a) After a share has been issued/transferred as aforesaid to the original Lessee of a Flat or the Headlessor/reversion a share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or reversion in respect of which it is held and to the person

becoming or about to become upon such change the Owner of that Flat or entitled to that reversion

- (b) The price to be paid upon the transfer of a share shall in default of agreement between the Transferor and Transferee be its nominal value
 - (c) If the holder of a share refuses or neglects to transfer it in accordance with this regulation the Chairman for the time being of the Directors or failing him, one of the Directors duly appointed by resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the Transferee in the register of members as the holder by transfer of that share
- 11 If more than one person is jointly the Owner of a Flat or entitled to such reversion as aforesaid those persons shall jointly hold the corresponding share in the Company but shall have only one voting right of that share, whether as members or Directors, which shall be cast by the holder whose name first appears in the register of members
- 12 The Provisions of Table A as to the appointment, rotation and removal of Directors shall not apply. Until Underleases of all the Flats have been granted in accordance with the Agreement referred to in clause 3(a) of the Memorandum of Association, the Directors of the Company shall be Kevin Michael Whelan and John Joseph Whelan and Peter William Green. Thereafter all the members of the Company for the time being shall be entitled to be its Directors, provided that a member being a body corporate shall not be a Director but shall appoint a natural person to be a Director
- 13 (a) Subject to the proviso to Article 14, the members of the company (other than the holder for the time being of the share numbered 1 and other than John Joseph Whelan Kevin Michael Whelan and Peter William Green whilst they hold the shares numbered 2, 3 and 4 respectively) shall from time to time and whenever called upon so to do by the Company pay to the Company a proportion of the net amount of all costs and expenses incurred by the Company under the Headlease, under any Underlease of a Flat granted by it or any other document to which it is a party dealing with the ownership of a Flat, in relation to the management and running of the Company or (without prejudice to the generality of the foregoing) otherwise in relation to the Property of the Company
- (b) The proportion payable under this regulation in respect of each share and the Flat to which it is allocated, shall be 1/14th part of all costs charges and expenses incurred by the Company aforesaid in respect of the Reserved Property
 - (c) Each member of the Company shall be entitled (but so long only

as he is the Owner of the Flat to which his share is allocated) to take credit against his obligations under this regulation for any sums paid to the Company by him or on his behalf pursuant to any provisions contained in an Underlease of that Flat granted by the Company whereby the Lessee is expressed to be under any liability to contribute to any such costs and expenses or to be liable to indemnify the Company against any part thereof or is required to make payments on account of any such liability

- 14 If at any time and so long as the effect of this Part of these Articles would (but for this regulation) be to require a share in the Company to be allotted or transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such a share) the Head Lessor and its successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Headlease, provided that Article 13(a) shall not apply to the Head Lessor or its said successors in title in relation to a share at any time after that share is first held by an Owner of a Flat other than the Headlessor or its said successors in title

PART III

- 15 In regulation 1 of Table A, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs
- 16 In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted
- 17 In sub-clause (b) of regulation 46 of Table A, for the words "at least two members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of that regulation shall not apply
- 18 Regulation 85 and 86 of Table A shall not apply. Any Director or any Company or firm of which a Director is a member may enter into contract with the Company and any Director may vote as Director or shareholder in respect of any such contract and retain for his own use profits made by him under any such contract: Provided always that unless he is at the time sole Director he must disclose his interest to his Co-Directors before the contract is entered into and if he is at the time sole Director, or if all the Directors are interested in the contract, the contract must be entered into by the Company in general meeting, and before that contract is entered into the Director or Directors must disclose his or their interest to the meeting. The above proviso does not apply to the Lease or the Agreement referred to in clause 3(a) of the Memorandum of Association. A general notice to the effect that he is a member of any specified Company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or

firm shall be deemed a sufficient disclosure of interest in regard to any contract so made

- 19 Subject to the provisions of the companies Act 1985, a Resolution in writing signed by the holders of three quarters of the issued shares of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

NAMES AND ADDRESSES OF SUBSCRIBERS

COMBINED NOMINEES LIMITED
16-26 BANNER STREET
LONDON, EC1Y 8QE

COMBINED SECRETARIAL SERVICES LIMITED
16-26 BANNER STREET
LONDON
EC1Y 8QE

Dated the 1st day of August 19 91

Witness to the above Signatures:

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 1971

COUNTY AND DISTRICT : London Borough of Bromley
TITLE NUMBER : P 60114
PROPERTY : 73 Park Road Beckenham

THIS LEASE is made the day of 1992
BETWEEN J P WHELAN HOMES LIMITED whose registered office is situate at Clare
House Pampisford Road Purley Surrey (hereinafter called "the Lessor" which expression shall
where the context so admits include the person for the time being entitled to the reversion
immediately expectant on the determination of the term hereby created) of the one part and
HERONSBROOK FLAT MANAGEMENT LIMITED whose registered office is situate at 12 The
Mount Guildford Surrey (hereinafter called "the Lessee" which expression shall where the context
so admits include its successors in title) of the other part

WHEREAS

The Lessor is registered at H M Land Registry as proprietor with absolute title under title number
P60114 of the freehold property consisting of 14 flats and garages and accessways footpaths casual
car parking spaces and the gardens and grounds thereof as the same is for the purpose of
identification only delineated on the plan annexed hereto and thereon edged red (all which premises
are hereinafter referred to as "the Demised Property")

NOW THIS DEED WITNESSETH as follows

- 1 In consideration of the rent and covenants on the part of the Lessee hereinafter reserved and
contained the Lessor as beneficial owner HEREBY DEMISES unto the Lessee the
Demised Property TO HOLD the same unto the Lessee for the term of One Hundred and
Twenty Five (125) years from the 25th day of December 1991 paying therefor until the
execution of the Underleases by the Lessee of all the flats included in the Demised Property
a yearly rent of Eighty Pounds (£80-00) for each one bedroomed flat, One Hundred

Pounds (£100-00) for each two bedroomed flat, One Hundred and Fifty Pounds (£150-00) for each two bedroomed penthouse flat and One Hundred and Eighty Pounds (£180-00) for each three bedroomed penthouse flat (as such flats are shown on the said plan annexed hereto) of which such Underleases shall have been granted in accordance with a Control Agreement of even date herewith and made between the parties hereto but in the reverse order and thereafter during the first twenty-five (25) years of the said term the yearly rent of One Thousand Five Hundred and Ten Pounds (£1,510-00), during the next twenty-five (25) years of the said term the yearly rent of Two Thousand Two Hundred and Fifty Pounds (£2,250-00), during the next twenty-five (25) years of the said timer the yearly rent of Two Thousand Nine Hundred and Ninety Pounds (£2,990-00), during the next twenty-five (25) years of the said term the yearly rent of Three Thousand Seven Hundred and Thirty Pounds (£3,730-00), and during the remainder of the term the yearly rent of Four Thousand Four Hundred and Seventy Pounds (£4,470-00) in advance by one payment on the 25th day of December in each year without any deduction the first of such payments being a proportionate payment to be made on the execution of such Underleases TOGETHER WITH the benefit of the rights contained or referred to in the First Schedule hereto but SUBJECT TO

- (a) the rights contained or referred to in the Second Schedule hereto and
- (b) the terms and conditions of any wayleave agreements easements or other similar consents granted by the Lessor to British Telecommunications or other service undertaker / authority / company authorising the laying or erection of pipes cables wires and other equipment and erections in under cover or through the Demised Property and
- (c) the covenants rights and other matters referred to in the registers of the Lessor's title before referred to and
- (d) the covenants on the part of the Lessee and the conditions hereinafter contained and
- (e) all rights easements quasi rights and quasi easements existing over the Demised Property at the date hereof

2 The Lessee HEREBY COVENANTS with the Lessor that it will observe and perform the obligations on its part set out in the Third Schedule hereto

- 3 (a) The Lessee paying the rent hereby reserved and performing and observing the covenants on its part herein contained shall peaceably hold and enjoy the Demised Property for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it
- (b) The Lessor hereby covenants with the Lessee that upon the grant of any rights to use the accessroad referred to in paragraph 4 of the First Schedule hereto to any owners occupiers lessees or underlessees of the estate (as hereinafter defined) it will impose an obligation upon such owners occupiers lessees or underlessees to contribute according to user towards the cost of repair and upkeep of the said accessroad as a right of way for vehicular and pedestrian traffic and to pay such contribution direct to the Lessee on demand and in the event of failure by such persons to make such contribution it will at the Lessee's cost enforce the obligation to contribute as aforesaid against such persons
- 4 If the rent hereby reserved or any part thereof is unpaid for twenty-one (21) days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Property or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained
- 5 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum of Two Hundred and Fifty Thousand Pounds (£250,000-00)

IN WITNESS whereof the parties hereto have caused their respective common seals to be affixed to this instrument as their Deed the day and year first before written

THE FIRST SCHEDULE above referred to

Rights for the benefit of the Lessee and its
successors in title the owners and occupiers of the
Demised Property or any part or parts thereof

- 1 Full and free right of passage and running of water soil gas electricity telephone and other services to and from the Demised Property by and through the channels sewers drains pipes watercourses conduits wires cables gutters and other conducting media (hereinafter referred to as "the services") laid or to be laid within a period of eighty (80) years from the date hereof (which period is hereinafter referred to as "the perpetuity period") under or on the surface of or above the adjoining or neighbouring land of the Lessor known as 73 Park Road Beckenham London Borough of Bromley (hereinafter called "the estate" and which estate shall in this Lease also mean all the land now or formerly comprised in the title number above referred to and all other adjoining or neighbouring land now or to be owned by the Lessor and intended to be subject to these rights or to have the benefit of the exceptions and reservations hereinafter contained (but excluding any electricity sub-station sites)) the Lessee bearing paying and contributing together with the owners and occupiers for the time being of the other part or parts of the estate a proportionate part calculated according to user of the cost of inspecting repairing maintaining renewing and cleansing the services
- 2 The right to keep the eaves gutters spouts downpipes lappings foundations and any similar structures (hereinafter referred to as "the projections") incidental to the user of the buildings on the Demised Property which overhang or protrude beneath the estate
- 3 A right of access onto the other parts of the estate for the purpose of inspecting repairing maintaining renewing and cleansing the building walls fences and other boundary structures on the Demised Property and the services and the projections upon giving reasonable notice and at reasonable times (except in the case of an emergency) and causing as little damage and inconvenience as possible and making good all damage thereby occasioned
- 4 A right of way in common with all others with a like right with or without vehicles over and along the accessroad shown coloured brown on the said plan (herein called "the accessroad") for the purpose of access and egress to and from the Demised Property
- 5 Such rights for the Lessee with servants workmen and others of access to and entry upon the estate as are necessary for the proper performance of the Lessee's obligations hereunder

THE SECOND SCHEDULE above referred to

Rights excepted and reserved for the benefit of the Lessor

and its successors in title all persons authorised by it or them
the owners and occupiers of the estate or any part or parts
thereof to which the demise is subject

- 1 The right to lay within the perpetuity period any services under on or above the Demised Property and the full and free right of passage and running of the services to and from the estate or any part or parts thereof by and through the same and the right to connect with and use any existing services and such services as may be laid within the perpetuity period under on or above the Demised Property the Lessor bearing paying and contributing together with the Lessee and the owners and occupiers of the Demised Property a proportionate part calculated according to user of the cost of inspecting repairing maintaining cleansing and renewing the services
- 2 The right to keep the projections incidental to the user of the buildings on the estate which overhang or protrude beneath the Demised Property
- 3 The right of access onto the Demised Property for the purpose of laying connecting constructing relaying inspecting maintaining repairing and renewing the buildings walls fences and other boundary structures on the estate and the services and the projections and to carry out any landscaping as shall be required and agreed by the Lessor with the Local Authority which such landscaping is the responsibility of the Lessor upon giving reasonable notice and at reasonable times (except in the case of an emergency) and causing as little damage and inconvenience as possible and making good any damage to the Demised Property thereby occasioned
- 4 All rights of support and other easements and quasi easements rights and benefits now enjoyed or intended to be enjoyed by the estate
- 5 All rights and other matters contained or referred to in the registers of the Lessors title before referred to
- 6 The right for the Lessor at any time to erect or suffer to be erected any buildings or other erections or to carry out or suffer to be carried out any other development or to use such buildings erections or any other development for any purpose on any part of the estate of any kind and in any manner whatsoever notwithstanding that any benefit of light air or otherwise or any other amenity of the Lessee or the Demised Property is impaired and so that any such benefit or amenity or otherwise shall be deemed to be enjoyed by the revocable

licence and consent of the Lessor and not as of right

- 7 Such rights of access to and entry upon the Demised Property by the Lessor and the owners of the other parts of the estate with servants workmen and others as are necessary for the proper performance of their rights in this Lease
- 8 Without prejudice to the generality of the foregoing rights the right for the Lessor its agents contractors any statutory undertakers or service authorities / companies and all persons authorised by it or them for the purpose of serving the Demised Property and / or the estate and any part or parts thereof to lay within the perpetuity period any services in under over or above the Demised Property and thereafter to use the same and to have access onto the Demised Property for the purposes of laying connecting inspecting maintaining repairing cleansing or replacing the same provided that the persons exercising the said rights shall make good any damage caused by the exercise of such rights as soon as practicable and to the reasonable satisfaction of the Lessee

THE THIRD SCHEDULE above referred to

Covenants by the Lessee

- 1 The Lessee shall pay the reserved rent on the days and in the manner aforesaid
- 2 The Lessee shall pay all existing and future rates taxes assessments charges and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Property or any part thereof or on the Lessor or Lessee in respect thereof
- 3 (a) The Lessee shall to the full satisfaction in all respects of the Lessor's Surveyor for the time being keep the buildings for the time being on the Demised Property and the services and all other parts thereof including inter alia the casual car parking spaces footpaths accessways gardens and grounds and boundary structures and all fixtures and fittings therein including the carpets (if any) and common passageways staircases and the lift and all entry phone, alarm and security systems and all additions thereto in a good and tenable state of repair decoration and condition inside and out throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and in particular shall completely repaint and decorate in a good

and workmanlike manner all the exterior wood iron and other parts of the said building during the year 1996 and thereafter once in every fourth year with materials of good quality and of a colour approved by the Lessor and shall yield up the same at the determination of the demise in that good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects

(b) The Lessee shall to the full satisfaction in all respects of the Lessor's Surveyor for the time being keep the accessroad in a good and substantial state of repair and condition for use as a right of way for vehicular and pedestrian traffic including the renewal and replacement of all worn or damaged parts

4 The Lessee shall keep the gardens grounds and lawns forming part of the Demised Property in proper order cultivation and condition and the grass mown

5 The Lessee shall permit the Lessor and its duly authorised servants and agents with or without workmen and others at reasonable times to enter into and upon the Demised Property or any part thereof for the purpose of viewing and examining the state and condition thereof and in case any defect or want of reparation shall appear the Lessee will make good all defects decays and wants of reparation of which notice in writing shall be given by the Lessor to the Lessee for which the Lessee may be liable hereunder within two (2) months after the giving of such notice PROVIDED THAT if the Lessee shall at any time make default in the performance of any of the repairing or painting covenants herein contained or shall not proceed diligently with the execution of the works required by such notice then the Lessor may enter upon the Demised Property and execute the same and the cost thereof shall be a debt due to the Lessor payable by the Lessee with interest thereon at the rate of Four Pounds (£4-00) per centum per annum above the base rate of The Royal Bank of Scotland plc for the time being with a minimum of eighteen per cent (18%) per annum from the date of payment by the Lessor until repayment by the Lessee

6 The Lessee shall keep all buildings for the time being on the Demised Property insured in the joint names of the Lessor and the Lessee and all other persons having any legal interest therein against loss or damage by fire impact storm aircraft explosion tempest or (so far as insurable) act of war or accident or by any other peril and such other risks as the Lessor shall in its absolute discretion think fit in an insurance office of repute nominated from time to time by the Lessor such policy to be affected through the agency of the Lessor and to be for an amount equal to the full replacement value as certified from time to time

by the Lessor and a sum to cover professional fees on repair and reinstatement and shall also take out and keep on foot in the said names a policy of insurance in an insurance office of repute nominated as aforesaid through the agency of the Lessor covering liability for injury to persons on the Demised Property and shall make all payments necessary for those purposes within seven (7) days after the same become payable and shall produce to the Lessor on demand the policies of such insurance and the receipts for the current premium and shall rebuild or reinstate the said buildings whenever destroyed or damaged by fire storm impact aircraft explosion tempest act of war or accident or such other insured risks as aforesaid applying all moneys received by virtue of any such insurance in the first place towards such rebuilding or reinstatement as aforesaid and making good any deficiency

- 7 To pay to the Lessor all costs charges and expenses (including solicitors' and surveyors' costs and fees) incurred by the Lessor in or in contemplation of any proceedings in respect of the Lease under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof
- 8 Not to do or permit or suffer to be done in the Demised Property any act or thing by reason or in consequence whereof any increased or extra premium may become payable in respect of any insurance against destruction or damage of any part or the whole of the Demised Property
- 9 The Lessee shall not assign the Demised Property or any part thereof
- 10 The Lessee shall not do or permit or suffer to be done on the Demised Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or its lessees tenants or occupiers of any adjoining or neighbouring property
- 11 (a) The Lessee shall not make any alteration or addition to the Demised Property without the prior approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations or additions only in accordance with such plans and specifications when approved The Lessee shall at its own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations or additions and shall comply with all bye-laws regulations and conditions applicable generally or to the specified works undertaken and in the case of any alterations or additions to the Demised Property or the erection of any new building thereon (other than the said block of flats) to pay any tax assessment or levy of whatever nature payable as a consequence thereof

- (b) The Lessee shall not make any alteration to the colour of the paintwork or staining of the exterior of the doors of the Demised Property
- 12 (a) The Lessee shall do all such works as under any Act of Parliament bye-law regulations or rule of law are directed or necessary to be done on or in respect of the Demised Property (whether by the Landlord Tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- (b) The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Demised Property which contravenes the provisions of the Town and County Planning Acts for the time being in force and shall keep the Lessor indemnified against all actions claims demands and liabilities in respect thereof
- 13 To give details forthwith to the Lessor of any notice or order or proposal for a notice or order served under any Statute Order Regulation or bye-law on the Lessee or any sub-lessee or occupier of the Demised Property or of any part thereof and (if so required by the Lessor) to produce the same and join in making such representations in respect thereof as the Lessor may reasonably require
- 14 Any Underlease granted by the Lessee of a flat forming part of the Demised Property shall be in such form as the Lessor shall from time to time require and until any other requirement is made shall be in the form of the draft Underlease approved at the date hereof and no alteration or variation thereof shall be made or permitted without the consent in writing of the Lessor
- 15 To observe and perform any and all covenants and other provisions referred to in the registers of the Lessor's freehold title so far as the same relate to and affect the Demised Property and to indemnify the Lessor against any actions costs claims or demands in respect of any future breach thereof
- 16 To perform and observe the terms and conditions of any wayleave agreements or similar easements or consents granted by the Lessor to British Telecommunications or other statutory undertaker / service authority / service company as hereinbefore referred to so far as the same relate to the Demised Property and fall to be performed and observed by the Lessee as Lessee to the Lessor

- 17 If at any time within twenty-one (21) years from the date hereof the Lessor shall acquire any adjoining or neighbouring land not presently forming part of the estate to grant to such land the like rights relating to services as are hereby reserved for the benefit of the estate
- 18 To forever after maintain in good repair and condition and renew when necessary the fences or hedges or other boundary structures (if any) on the side or sides of the Demised Property marked "T" within the boundaries shown on the said plan and shall not move the position of any fence or hedge or boundary structure without the written permission of the Lessor
- 19 To grant or consent to any statutory undertaker or service authority or service company upon being required so to do rights to lay any services in over or under the Demised Property such services being for the purposes of serving the Demised Property and / or the estate
- 20
 - (a) The Lessee shall not lop top fell or prune any trees on the Demised Property without the prior agreement in writing of the Lessor which shall not be unreasonably withheld and without the prior written agreement of the Planning Authority PROVIDED THAT no such consent shall be required from the Lessor for the felling of a dead tree or tree in a dangerous condition
 - (b) Any trees removed or which die through lopping topping or pruning shall be replaced by the Lessee in the next planting season with trees of such size and species as may be agreed with the Planning Authority
 - (c) Any trees or plants on the Demised Property which within a period of five (5) years from planting die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species to those originally planted
- 21 To pay on demand to the Lessor or other the owners or occupiers of the estate incurring such expenditure a proportionate part calculated according to user of the expenses referred to in the First Schedule hereto including a proportionate part calculated according to user of the cost of inspecting repairing renewing maintaining and cleansing the services
- 22 The Lessee will permit the Lessor and the owners and occupiers of the estate to have access to enter upon the Demised Property as often as it may be reasonably necessary for the purposes of exercising the rights in that respect contained or referred to in the Second

Schedule hereto or contained or referred to in this Schedule

- 23 The Lessee shall not cause or allow any obstruction to the use of the accessroad and shall not cause or allow any parking on the accessroad
- 24 Not to use the Demised Property other than as a Building comprising fourteen (14) flats and fourteen (14) garages and access ways footpaths casual parking and gardens and grounds thereof

THE COMMON SEAL of J P WHELAN)
HOMES LIMITED was hereunto affixed)
in the presence of)

Director

Director / Secretary

counterpart /

THE COMMON SEAL of HERONSBROOK)
FLAT MANAGEMENT LIMITED was hereunto)
affixed in the presence of)

Director

Director / Secretary

B

IT IS HEREBY AGREED as follows:

1. The Lessee shall with all due dispatch sell the flats forming part of the Demised Property at the best price which it can obtain upon the terms and conditions of sale contained or referred to in the form of Agreement for Sale annexed hereto and shall upon the completion of the sale of each flat enter into an Underlease thereof to the Purchaser in the form annexed hereto and account to the Lessor for the purchase price and thereafter shall perform and observe the covenants in every such Underlease on its part to be performed and observed and enforce the performance and observance by the Purchaser of the covenants on his part and the conditions therein contained
2. The Lessee shall deal with the Demised Property until the sale of the said flats and (subject to the rights of the Purchasers) with the parts of the Demised Property for the time being unsold in such manner and in every respect as the Lessor directs or appoints
3. In consideration of the payments hereafter referred to the Lessor hereby agrees to carry out all the obligations of the Lessee contained or referred to in the form of Underlease annexed hereto
4. The Lessor shall be entitled to carry out its obligations by its employees and servants or by delegation to independent contractors and the Lessor shall not be liable in damages or otherwise for any breakdown in the services undertaken by it in this Agreement caused by strikes or any cause beyond their control
5. The obligations of the Lessor herein contained shall cease on the Lessee entering into an Underlease of the last flat on the Demised Property
6. The Lessee shall pay to the Lessor on demand all expenses incurred by the Lessor in carrying out its obligations herein contained including any professional charges in relation thereto
7. The Lessor will construct (inter alia) the accessroad (as defined in the Headlease) and sewers serving the Demised Property and will complete the same to the satisfaction of the Local Authority and the Lessor will indemnify the Lessee from and against all costs claims and

DATED _____

HERONSBROOK FLAT MANAGEMENT LIMITED

J P WHELAN HOMES LIMITED

- and -

UNDERLEASE

Flat
Westbury Court
73 Park Road
BECKENHAM
Kent

DEVELOPMENT\2-73PARK.U'L 07.07.92 (2)

DATED _____

HERONSBROOK FLAT MANAGEMENT LIMITED

J P WHELAN HOMES LIMITED

- and -

COUNTERPART UNDERLEASE

Flat
Westbury Court
73 Park Road
BECKENHAM
Kent

THIS UNDERLEASE is made the day of 199
B E T W E E N HERONSBROOK FLAT MANAGEMENT LIMITED of 12 The Mount
Guildford Surrey GU2 5HN (hereinafter called "the Lessor") of the first part J P WHELAN
HOMES LIMITED of Clare House Pampisford Road Purley Surrey (hereinafter called "the
Developer") of the second part and
of
(hereinafter called "the Lessee") of the third part

WHEREAS

1 In this Deed unless the context otherwise requires

- (a) "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant on the term hereby created
- (b) "the Lessee" shall include the successor in title of the Lessee and in relation thereto the masculine shall include the feminine and the singular the plural where the context so requires
- (c) "the Property" shall mean the property described in the First Schedule hereto
- (d) "the Building" shall mean the Block of Flats erected or to be erected on the Property
- (e) "the Flats" shall mean the Flats forming part of the Property and "Flat" has a corresponding meaning
- (f) "the Reserved Property" shall mean that part of the Property not included in the Flats being the Property more particularly described in the Second Schedule hereto
- (g) "the Demised Premises" shall mean the Premises hereby demised as described in the Third Schedule hereto including for the purposes of obligation as well as grant the plaster plasterboard dry lining and surfaces of the ceilings and floors sewers drains pipes wires ducts and conduits as specified in the said Schedule
- (h) "Owner" in relation to a Flat shall mean in the case of a Flat let or demised by the

Lessor by an Underlease containing similar covenants conditions and stipulations to those contained herein the holder of the term created by that letting or demise and in the case of a Flat not so let or demised the Lessor and Owner in relation to such Flat shall have a corresponding meaning

- (i) Where this Underlease is granted to or at any time during the term hereby created held by more than one person the obligations of the Lessee shall be joint and several and such persons declare that the survivor of them can / cannot give a valid receipt for capital money arising on a disposition of the Demised Premises
- (j) "Plan 1" shall mean the plan annexed hereto and marked 1
- (k) "Plan 2" shall mean the plan annexed hereto and marked 2
- (l) "the casual car parking spaces" shall mean the car parking spaces shown coloured pink on Plan 1

- 2 The Developer is registered at H M Land Registry as proprietor with title absolute of the freehold of the Property under title number P60114
- 3 By a Lease (hereinafter called "the Headlease") dated the [] day of 1992] made between the Developer of the one part and the Lessor of the other part the Property was demised unto the Lessor for the term of one hundred and twenty-five years (125) from the 25th day of December 1991 at the rent and subject to the covenants and conditions therein contained and the Lessor is registered at H M Land Registry as proprietor with title absolute of the Headlease under title number []
- 4 The Property having been constructed by and at the cost of the Developer it has been agreed that there shall be paid to it the consideration hereinafter mentioned
- 5 It is intended (subject to the exercise by the Lessor or by the Developer of their respective powers of variation in this behalf) that upon any transaction by which the Lessor parts with the ownership of any Flat the person becoming the Owner of that Flat shall enter into a covenant with the Lessor to observe and perform in relation to that Flat stipulations in similar terms to those set out in the Sixth Schedule hereto to the intent that the Owner of

any flat may enforce the observance by the Owner of any other Flat of the said stipulations PROVIDED ALWAYS THAT the Lessor and the Developer hereby respectively reserve the right to increase decrease or otherwise alter the position area or extent of the gardens grounds accessways footpaths the casual car parking spaces boundary structures / planting and Block of Flats and the accessroad hereinafter defined

- 6 The Lessee is a holder of a share in the Lessor
- 7 The Lessor and the Developer have agreed with the Lessee for the grant to the Lessee of an Underlease of the Demised Premises for the consideration at the rent 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 {
(£)} paid by the Lessee to the Developer at the request and by the direction of the Lessor (the receipt and payment whereof the Developer and the Lessor hereby respectively acknowledge) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor as beneficial owner HEREBY DEMISES unto the Lessee ALL THOSE the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule hereto but as to those rights subject to and upon the condition expressed in the last clause of that Schedule TO HOLD the same unto the Lessee from 25th day of December 1992 for a term of one hundred and twenty-five (125) years (less the last ten (10) days) YIELDING AND PAYING therefor during the first twenty-five (25) years of the said term the yearly rent of EIGHTY / ONE HUNDRED / ONE HUNDRED AND FIFTY / ONE HUNDRED AND EIGHTY POUNDS (£80 / £100 / £150 / £180) during the second twenty-five (25) years of the said term the yearly rent of ONE HUNDRED AND TWENTY / ONE HUNDRED AND FIFTY / TWO HUNDRED AND TWENTY-FIVE / TWO HUNDRED AND FIFTY-FIVE POUNDS (£120 / £150 / £225 / £255) and during the third twenty-five (25) years of the said term the yearly rent of ONE HUNDRED AND SIXTY / TWO HUNDRED / THREE HUNDRED / THREE HUNDRED AND THIRTY POUNDS (£160 / £200 / £300 / £330) and during the Fourth twenty-five (25) years of the said term the yearly rent of TWO HUNDRED / TWO HUNDRED AND FIFTY / THREE HUNDRED AND SEVENTY-FIVE / FOUR HUNDRED AND FIVE POUNDS (£200 / £250 / £375 / £405) and during the remainder

of the said term the yearly rent of TWO HUNDRED AND FORTY / THREE HUNDRED / FOUR HUNDRED AND FIFTY / FOUR HUNDRED AND EIGHTY POUNDS (£240 / £300 / £450 / £480) in advance by one yearly payment on the 25th day of December in each year without any deduction the first of such payments being a proportionate payment to be made on the execution hereof SUBJECT TO the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained

- 2 The Lessee HEREBY COVENANTS with the Lessor and with other the Owner or owners for the time being of the Flats or of any Flat that the Lessee will observe and perform the obligations on the part of the Lessee set out in both parts of the Sixth Schedule hereto
- 3 The Lessor HEREBY COVENANTS with the Lessee that (subject only as is hereinafter contained) it will observe and perform the obligations on its part set out in the Seventh Schedule hereto
- 4 The Lessee paying the rents hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Demised Premises during the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it
- 5 If the rent hereby reserved or any part thereof is unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained
- 6 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum of (£)

IN WITNESS whereof the Lessor and the Developer have caused their respective common seals to be affixed to this instrument as their Deed and the Lessee has hereunto signed this instrument as [his / her / their] Deed in the presence of the persons mentioned below the day and year first before written

THE FIRST SCHEDULE above referred to

The Property

ALL THAT piece or parcel of land situate at Westbury Court 73 Park Road Beckenham K n
TOGETHER WITH the Building erected thereon or on some part thereof and the garages erected thereon or on some part thereof ALL WHICH said property is delineated on Plan 1 and thereon edged red

THE SECOND SCHEDULE above referred to

The Reserved Property

FIRST ALL THOSE the gardens grounds accessways footpaths the casual car parking spaces and the boundary structures / planting forming part of the Property except the Building and the garages
SECONDLY ALL THOSE the entry phone system alarm system security system bin stores halls staircases landings passages lift and service ducts and other parts of the Building of which the Flats form part forming part of the Property which are used in common with the owners or occupiers of any two or more of the Flats AND THIRDLY ALL THOSE the main structural parts of the Building of which the Flats form part forming part of the Property including the roofs patios balconies foundations floors and external parts thereof (but not the frames and the glass of the windows and doors of the Flats nor the interior plaster plasterboard dry lining and interior faces of such of the external walls as bound the Flats) the walls separating a Flat from any other Flat or part of the Property used in common as aforesaid (but not the interior plaster plasterboard dry lining and surfaces of such walls) and all cisterns sewers drains pipes television and radio aerials wires ducts and conduits not used solely for the purpose of one Flat and such of the main structural parts of the Building to which are attached any floors and ceilings of a Flat and which are not included in the Demised Premises as described in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

The Demised Premises

FIRST ALL THAT Flat number [] and being on the Ground / First / Second / Third Floor of the Building forming part of the Property known as Westbury Court 73 Park Road Beckenham Kent as the same is for the purpose of identification only shown edged blue on Plan 2 TOGETHER WITH the internal walls of the said Flat and the frames and the glass of the windows and doors of the Flat AND TOGETHER WITH all sewers drains pipes wires ducts and conduits used solely for the purpose of the said Flat but no others AND TOGETHER WITH the plaster plasterboard dry lining and surfaces of the ceilings and walls separating the said Flat from any other Flat or part of the Property used in common as aforesaid and the surfaces tiles or other surfaces of the floors of the said Flat and the floor screed but not the reinforced concrete structure and other parts of the Building to which the said plaster surface tiles and surfaces and floor screeds of the floors and ceilings are attached EXCEPT AND RESERVING from the demise the main structural parts of the Building of which the said Flat forms part as specified in the Second Schedule hereto and SECOND ALL THAT garage number [] as the same is for the purpose of identification edged green on Plan 1

THE FOURTH SCHEDULE above referred to

Rights included in the Demise

- 1 The right in common with the Lessor and Owners and occupiers of all other Flats and all others having the like right to use for the purposes only of access to and egress from the Demised Premises all such parts of the Reserved Property as are calculated to afford access thereto or egress therefrom
- 2 The right of passage and running of electricity telephone water gas and soil from and to the Demised Premises through the sewers drains pipes wires ducts and conduits forming part of the Property
- 3 The benefit of any covenants entered into by the Owners of other Flats with the Lessor so far as such covenants are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can at law or in equity accrue to the Demised Premises or the Lessee
- 4 All rights of support and protection and other easements and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises over any other part of the Property

- 5 The right to use in common with the Owners and occupiers of all other Flats and their visitors the gardens grounds accessways footpaths and the casual car parking spaces forming part of the Reserved Property (but not the patios / balconies forming part of the Reserved Property) subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
- 6 Such rights for the Lessee with servants workmen and others of access to and entry upon the Reserved Property and other Flats as are necessary for the proper performance of the Lessee's obligations hereunder
- 7 The right in common with the Owners and occupiers of all other Flats with the benefit of the like right to place refuse from the Demised Premises in the bin stores allocated for such purpose in the Building together with all necessary rights of way over the Reserved Property for this purpose
- 8 The exclusive right to use the [patio / balcony / balconies] onto which the Demised Premises gives access
- 9 The rights granted by the Headlease so far as such rights are capable of benefitting the Demised Premises or the Lessee

All the easements and rights and benefits hereinbefore mentioned in this Schedule are subject to and conditional upon the Lessee for the time being being the registered holder of the share in the Lessor now held by the Lessee and contributing and paying the service charge hereinafter referred to

THE FIFTH SCHEDULE above referred to

Exceptions Reservations and Rights to which this Demise is subject

- 1 The right of passage and running of electricity telephone water gas and soil from and to the Property and other Flats through the sewers drains pipes wires ducts and conduits forming part of the Demised Premises
- 2 All rights of support and protection and other easements and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Property over the Demised Premises

- 3 Such rights of access to and entry upon the Demised Premises by the Lessor and the Owners of the other Flats with servants workmen and others as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained
- 4 The burden of any covenants entered into by the Lessor with the Owners of other Flats so far as such covenants are intended to bind the Demised Premises or the Lessee
- 5 The rights (for the benefit of land adjoining the Property) excepted and reserved in the Headlease or subject to which the Headlease was granted so far as such rights affect the Demised Premises or the Lessee

THE SIXTH SCHEDULE above referred to

PART I

Covenants by Lessee with Lessor and with the Owners
for the time being of the Flats

- 1 The Lessee shall pay the reserved rent on the days and in the manner above mentioned
- 2 (a) The Lessee shall pay all existing and future rates taxes assessments charges and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or upon the Lessor or any Owner or occupier in respect thereof
(b) Pay a fair and proper contribution of all such rates taxes charges and other such matters imposed on the Building and attributable to the Demised premises
- 3 The Lessee shall to the satisfaction in all respects of the Lessor or its surveyor keep the Demised Premises and all parts thereof and all fixtures and fittings therein and all improvements and additions thereto in a good substantial and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same (damage by insured risks excepted unless such insurance is vitiated by the acts or defaults of the Lessee his servants agents or licensees) and shall yield up the same at the determination of the demise

in such good and substantial and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects PROVIDED THAT this clause shall not place any obligation on the Lessee to decorate any part of the Demised Premises which also forms part of the exterior of the Building of which the Demised Premises form part other than any exterior door of the Flat

- 4 The Lessee shall before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Property give reasonable notice (and except in cases of extreme urgency at least forty-eight (48) hours notice) in writing to the occupier of that part of the Property to which the Lessee requires access. The Lessee shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to such other part of the Property but shall act carefully and reasonably doing as little damage as possible to any part of the Property and making good all damage done
- 5 The Lessee shall in every seventh (7th) year of this demise and in the last three (3) months thereof paint with two coats at least of good quality paint in a good and workmanlike manner all the inside wood iron and other parts of the Demised Premises usually or which ought to be painted and shall in addition and at the same time grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and re-paper the parts (if any) papered with suitable paper of good quality
- 6 To permit the Lessor and its duly authorised servants or agents with or without workmen and others at reasonable times to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state and condition thereof and in case any defect or want of reparation shall appear the Lessee will make good all defects decays and wants of reparation of which notice in writing shall be given by the Lessor to the Lessee for which the Lessee may be liable hereunder within two (2) months after the giving of such notice PROVIDED THAT if the Lessee shall at any time make default in the performance of any of the repairing decorating or repainting covenants herein contained or shall not proceed diligently with the execution of the works required by such notice then the Lessor may enter upon the Demised Premises and execute the same and the cost thereof shall be a debt due to the Lessor payable by the Lessee on demand and recoverable as rent in arrear together with interest thereon at the rate of Four Pounds (£4.00) per centum per annum above the base rate of The Royal Bank of Scotland plc for the time being with a minimum of

eighteen per centum (18%) per annum from the date of payment by the Lessor until repayment by the Lessee

- 7 (a) The Lessee shall not make any alteration in the Demised Premises without the approval in writing of the Lessor to the plans and specifications thereof and shall make those alterations only in accordance with such plans and specifications when approved and in connection with any application for such consent to pay the proper fees of the Lessor and its Architects Surveyors and Solicitors in connection therewith The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken

(b) The Lessee shall not make any alteration to the colour of the paintwork or staining of the exterior of the doors of the Demised Premises
- 8 To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture for such breach may be avoided otherwise than by relief granted by the Court
- 9 The Lessee shall not keep or suffer to be kept in or upon the Demised Premises any animal which may be a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the Owner or occupier of any other Flat nor do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the Owner or occupier of any other Flat or whereby any insurance for the time being effected on the Property or any part thereof (including the Demised Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority
- 10 The Lessee shall not throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatory cisterns or waste or soil pipes in the Demised Premises
- 11 The Lessee shall at the Lessee's own expense do all such works as under any Act of

Parliament or rule of law are directed or necessary to be done on or in respect of the Demised Premises or any part thereof (whether by Landlord Tenant or occupier) and shall keep the Lessor indemnified against all actions claims demands and liabilities in respect thereof

- 12 The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Acts for the time being in force and shall keep the Lessor indemnified against all actions claims demands and liabilities in respect thereof
- 13 The Lessee shall permit the Lessor and the Owners of the other Flats and their agents with workmen and others to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats similar to those herein contained
- 14 Neither the Demised Premises nor any part thereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there but the Lessee shall use the same for the purpose of a single private residence only
- 15 The Lessee shall clean the windows of the Demised Premises as often as may be necessary
- 16 The Lessee shall perform and observe the covenants on the part of the Lessor and the conditions contained or referred to in the Headlease so far as the same relate to the Demised Premises and shall keep the Lessor indemnified against all actions claims damages costs and expenses relating thereto PROVIDED THAT the covenants by and obligations of the Lessor for insurance and for the payment of rent shall for the purposes of this clause be deemed not to relate to the Demised Premises
- 17 The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the Flats and the Reserved Property Such regulations may be restrictive of acts done on the Property detrimental to its character or amenities Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the Property or in providing services to the Lessee and other Owners of Flats or in employing servants or other employees shall be deemed to have been properly

incurred by the Lessor in pursuance of its obligations under the Seventh Schedule hereto notwithstanding the absence of any specific covenant by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under clause 20 of this Schedule accordingly

18 The Lessee shall not during the term hereby created

- (i) assign underlet or part with possession of part only of the Demised Premises
- (ii) assign this Underlease to any person or limited company who does not at the same time become the holder of the Lessee's share in the Lessor
- (iii) during the last seven years of the term hereby created assign underlet charge or part with or share the possession or occupation of the Demised Premises or any part thereof without the previous written consent of the Lessor such consent not to be unreasonably withheld

19 The Lessee shall within twenty-one (21) days of the date of every assignment underlease grant of Probate or Administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and in the case of a document send it to the Lessor's Solicitors for the time being and pay a fee of Twenty Pound: (£20.00) plus Value Added Tax or such greater sum as shall be reasonable in respect of the registration of each such document or instrument so produced

20 The Lessee shall contribute and shall keep the Lessor indemnified from and against a one fourteenth part of all costs charges and expenses incurred by the Lessor in carrying out its obligations under and giving effect to the provisions of the Seventh Schedule hereto in connection with the Building and the Reserved Property

21 (1) The Lessee shall on the execution hereof and upon the Twenty-fifth day of December in each year during the continuance of this demise pay to the Lessor on account of the Lessee's obligations under the last preceding clause

- (a) for the period ending on the Twenty-fourth day of December 1991 | the

sum of { (£) }

(b) during the remainder of the term hereby created a sum equal to the proportionate amount (as certified in accordance with clause 15 of the Seventh Schedule hereto) due from the Lessee to the Lessor for the accounting period to which the most recent notice under clause 16 of the Seventh Schedule relates

(2) In the event of the amount for the time being standing to the credit of the Lessor in respect of the maintenance charge fund being at any time insufficient to discharge the liabilities payable thereout to pay to the Lessor (in addition to the sums payable under sub-clause 1 hereof) such sum as is equivalent to one fourteenth of the amount of the actual or anticipated deficiency therein as to which the certificate of the Lessor shall be conclusive and any sum payable under this provision shall be payable within twenty-one (21) days of the demand therefor and if not so paid shall be forthwith recoverable by action and shall carry interest at the rate mentioned in clause 22 of this Schedule

22 The Lessee shall within twenty-one (21) days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with clause 15 of the Seventh Schedule hereto) due from the Lessee to the Lessor pursuant to clause 20 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which the said proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to the last preceding clause during the said period and any payment to the Lessor not made on the due date shall forthwith be recoverable by action and shall carry interest at the rate of four per centum (4%) per annum above the base rate of The Royal Bank of Scotland plc for the time being at the time when such payment should have been made with a minimum of eighteen per centum (18%) per annum until paid

23 (a) The Lessee shall upon any transaction or disposition to which the Lessee is a party or over which the Lessee has any control involving a change or a contract for a change in the ownership of the Demised Premises ensure that the person becoming or contracting to become as a result of such transaction or disposition or event the Owner of the Demised Premises becomes also the holder of the Lessee's share in

the Lessor and enters into a direct covenant with the Lessor in such form as shall reasonably be required by the Lessor's Solicitors to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this clause

- (b) The Lessee shall upon any devolution or transmission of the ownership of the Demised Premises to which the Lessee is not a party and over which the Lessee has no control use the Lessee's best endeavours to ensure that the person becoming the Owner of the Demised Premises as a result of such devolution or transmission becomes also the holder of the Lessee's share in the Lessor and enters into a direct covenant with the Lessor in such form as shall reasonably be required by the Lessor's Solicitors to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this clause
- (c) The Lessee (if and so long as the Lessee is not the holder of a share in the Lessor) shall carry out the obligations attaching to the share in the Lessor allocated to the Flat comprising the Demised Premises and to the holder thereof as such and shall indemnify the holder for the time being of the said share against any liability in respect of such obligations
- (d) If at any time and so long as the effect of this clause would (but for the provisions of this sub-clause) be to require a share in the Lessor to be held by the Lessor or to require the Lessor to carry out the obligations attaching to a share in itself or to the holder hereof as such or to indemnify the holder for the time being of such share against any liability in respect of such obligations therein and in every such case this clause shall be so interpreted as to substitute for the Lessor (as regards the holding of its own shares or the carrying out of or indemnifying against any obligations relating to the holding thereof) the Developer and its successors in title the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Headlease

- 24 The Lessee shall pay to the Lessor such amount of Value Added Tax at the rate for the time being in force as shall be lawfully payable in respect of all moneys covenanted to be paid by the Lessee under the terms of these presents and in every case where in these presents the Lessee covenants to pay an amount of money such amount shall be regarded as being

exclusive of all Value Added Tax which may from time to time be lawfully payable thereon

- 25 Upon receipt of any notice order direction or other document from any competent authority affecting or likely to affect the Demised Premises whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any underlessee or other person whatsoever to comply with the contents thereof forthwith at his own expense and to deliver to the Lessor a true copy of such notice order direction or other document and if so required to join with the Lessor at the expense of the Lessor in making such representations to that or any other appropriate authority or tribunal concerning any requirement or proposal affecting the Demised Premises or the Building as the Lessor may consider desirable and join with the Lessor at the cost of the Lessor in any such appeal or application to the Court against such notice order direction or other document as the Lessor may consider desirable
- 26 The Lessee shall observe and perform all and any covenants and other provisions referred to in the registers of the Freehold or Headleasehold titles before referred to so far as the same relate to or affect the Demised Premises and will indemnify the Lessor against any actions costs claims or demands in respect of any future breach thereof

PART II

- 1 Entrance doors of the Building shall be kept shut
- 2 No Lessee or occupier or agent of such shall bring into to take out of the Building any furniture or bulky materials except between the hours of 10:00 a.m. and sunset
- 3 Any Lessee or occupier or any friend or servant of such using the common parts of the Building between the hours of 11:00 p.m. and 7:00 a.m. shall do so as quietly as possible and take spacial care to close the entrance door and not cause any disturbance or annoyance to the other tenants
- 4 No sale by auction shall be effected in the Building
- 5 Lessee's and occupiers of the Flats

- (a) shall not erect any stove or pipe or cause or permit any offensive or inflammable materials to collect in the Demised Premises or do anything which may affect or invalidate any fire insurance in respect of the Property or any part thereof or increase the rate of premium of such insurance
- (b) shall not use or permit to be used the address of the Demised Premises for the issue of circulars or business announcements of any type
- (c) shall not place or allow to be placed any showboard name-bill placard advertisement or notice of any description except a notice board announcing that the Demised Premises are to be let or sold upon any external parts of the Building or in any of the windows of the Building nor place any article in any of the windows or on the sills thereof which is visible from the outside of the Building and which in the opinion of the Lessor is unsightly nor expose any clothes or washing or any other articles in or upon any part of the Property except in the areas allocated for such purposes and neither shall such clothes or washing or any other articles be exposed in the areas allocated for such purposes on Sundays or Public Holidays
- (d) shall not keep in the Demised Premises or any part thereof any dog or other animal or bird or pet if the keeping thereof is objected to by the Lessor
- (e) shall not permit any singing or the playing of any musical instrument or the use of any gramophone wireless television or recording instrument so as to cause or in the opinion of the Lessor be likely to cause a nuisance or annoyance to any other occupiers on the Property
- (f) shall not erect or permit to project outside the Demised Premises or Building any wireless or television aerial or other obstruction nor to do or permit to be done anything to the external walls of the Flats which will alter the appearance of the Property
- (g) if required by the Lessor shall in order to deaden sound cover the floors of the Demised Premises with felt or other material in addition to the usual carpet and linoleum and place rubber insulation under all pianos gramophones wireless or television cabinets sewing machines and other similar articles

- (h) shall not waste or permit to be wasted any water in the Demised Premises
- (i) shall not leave any perambulator bicycle or other vehicle (except for cars which shall be in the parking place provided) nor deposit or permit to be deposited any goods parcels cases refuse litter or any other thing in or upon the staircases passages or any other part of the Property nor to do or suffer to be done any act or thing on the Property or any part thereof to the annoyance or injury of the Lessor or other tenants of the Flats or of adjoining premises
- (j) shall not permit or suffer their children (if any) or their friends servants or employees or their children to play upon the staircases landings or passages of the Building
- (k) shall not cause any obstruction in or on the approaches accessways footpaths or passageways adjacent to or leading to the Flats by leaving or parking or permitting to be left or parked any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the tenants or occupiers of the Flats or by any of their friends servants or visitors (except in the parking spaces provided) And shall also observe all regulations made by the Lessor relating to the parking of such vehicles
- (l) shall not do or suffer to be done in the flats or in the exercise of the rights connected therewith anything which would constitute a breach of any of the covenants and conditions in the Headlease under which the Lessor holds the Property
- (m) shall not permit any mats or other materials to be shaken out of the windows or doors of the Demised Premises

THE SEVENTH SCHEDULE above referred to

Covenants on the part of the Lessor

- 1 The Lessor shall pay all existing and future rates taxes assessments charges and outgoings now or hereafter imposed on or payable in respect of the Reserved Property

- 2 The Lessor shall insure the Building and the garages and keep the same insured in the joint names of the Lessor and the Developer and of all other persons having any interest therein against loss or damage by fire storm impact aircraft explosion tempest or (so far as insurable) act of war or accident and such other risks as the Lessor shall in its absolute discretion think fit in an insurance office of repute nominated from time to time by the Developer such policy to be effected through the agency of the Developer and to be for an amount equal to the full replacement value as certified from time to time by the Developer and a sum to cover professional fees on repair and reinstatement and shall also take out and keep on foot in the said names a policy of insurance in an insurance office of repute nominated as aforesaid and through the agency of the Developer covering liability for injury to persons on the Property and make all payments necessary for those purposes within seven (7) days after the same become payable and shall produce to the Lessee on demand the policies of such insurance and the receipts for the annual premium
- 3 As often as any part of the Building is destroyed or damaged by fire storm impact aircraft explosion tempest act of war or accident or other risks covered by the said insurance the Lessor shall rebuild and reinstate the same in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Building
- 4 The Lessor shall in the year 1996 and in every succeeding fourth (4th) year of this demise and in the last three (3) months thereof decorate in a good and workmanlike manner all the exterior wood iron and other parts of the Reserved Property
- 5 The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts PROVIDED THAT nothing herein contained shall prejudice the Lessor's rights to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person

- 6 The Lessor shall before repairing any part of the Reserved Property to which is attached any floor or ceiling of the Demised Premises and before carrying out any repairs or works to any other parts of the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (except in the cases of extreme urgency at least forty-eight (48) hours notice) in writing to the Lessee. The Lessor shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to the Demised Premises but shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done.
- 7 The Lessor shall keep the halls stairs landings lift passages and bin stores forming part of the Reserved Property properly maintained surfaced cleaned lighted and in good order.
- 8 The Lessor shall keep the gardens grounds accessways and footpaths in proper order cultivation and condition and the grass mown.
- 9 The Lessor shall pay the rent reserved by the Headlease and shall perform and observe all the covenants on its part therein contained so far as neither the Lessee nor any other Owner of a Flat is liable for such performance under the covenants on his part contained in this or a similar Underlease.
- 10 The Lessor shall provide a dustbin or other adequate receptacle for rubbish in the bin stores provided for the use of the Lessee and shall arrange for the disposal of rubbish deposited therein by the Lessee.
- 11 The Lessor shall employ or engage such servants agents and contractors as it considers necessary or desirable for the performance of its obligations under this Schedule and pay their wages commission fees and charges.
- 12 If reasonably so required by the Lessee to enforce the covenants and conditions similar to those contained herein on the part of the Lessee entered into or to be entered into by Lessees of other Flats in the Property so far as they affect the Demised Premises upon the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and (if required by the Lessor) giving reasonable security for such costs and expenses.

- 13 (a) The Lessor shall so far as it considers practicable equalise the amount from year to year of its costs charges and expenses incurred in carrying out its obligations under this Schedule by charging against such costs charges and expenses in each year and carrying to a reserve fund or funds and in subsequent years expending such sums as it considers reasonable by way of provision for depreciation or for future expenses liabilities or payment whether certain or contingent and whether obligatory or discretionary
- (b) If and so far as any moneys received by the Lessor from the Lessee during any year by way of contribution to the Lessor's said costs charges and expenses are not actually expended by the Lessor during that year in pursuance of this Schedule nor otherwise dealt with so as to be an allowable expense in calculating the Lessor's income for tax purposes for that year the Lessor shall hold those moneys upon trust to expend them in subsequent years in pursuance of this Schedule and subject thereto upon trust for the Lessee absolutely
- 14 The Lessor shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the Twenty-fifth day of December in every subsequent year during the continuance of this demise and at the termination of this demise of the amount of those costs charges and expenses incurred since the commencement of this demise or the date of the last preceding account as the case may be after deducting interest (if any) received on cash in hand
- 15 The account taken in pursuance of the last preceding clause shall be prepared and audited by the Lessor who shall certify the total amount of the said costs charges and expenses for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to clause 21 of the Sixth Schedule
- 16 The Lessor shall within two (2) months of the date to which the account provided for in clause 14 of this Schedule is taken serve on the Lessee a notice in writing stating the total and proportionate amounts specified by and certified in accordance with the last preceding clause
- 17 To comply with the requirements of any statutes or other regulations as regards preparation submission and filing of annual returns and company accounts at Companies Registry

All the covenants and obligations of the Lessor contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the last clause of the Fourth Schedule

THE COMMON SEAL of HERONSBROOK)
FLAT MANAGEMENT LIMITED was hereunto)
affixed in the presence of)

Director

Director / Secretary

THE COMMON SEAL of J P WHELAN)
HOMES LIMITED was hereunto affixed)
in the presence of)

Director

Director / Secretary

Counterpart /

SIGNED SEALED and DELIVERED as)
Deed by the said)
in the presence of)

SIGNED SEALED and DELIVERED as)
Deed by the said)
in the presence of)