"VPS 4"

LR1. Date of the lease	15th April 2011

LR2. Title number(s)	**LR2.1 Landlord's title number(s)** *Title number(s) out of which this lease is granted. Leave blank if not registered* AGL178484

	LR2.2 Other title numbers *Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made*

LR3. Parties to the lease *Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated*	**Landlord** V & K PROPERTIES LIMITED of Leytonstone House, Leytonstone, London E11 1GA (Company Registration no 07249420) **Tenant** VINCENT PAUL SUMMERS of 2 The Crescent, Frinton-on-Sea, Essex CO13 9AP.

LR4. Property *Insert a description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*	***In the case of conflict between this clause and the remainder of the lease then, for the purposes of registration, this clause shall prevail*** Postal Address: The Ground Floor Rear of 111-113 Fortis Green, London N12 9HR edged red on the Plan attached hereto more particularly described in sub-clause 2.01 hereof. WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL Hn & Co HERBERT REEVES & CO. GREAT EASTERN STREET

LR5. Prescribed statements *If this lease includes a statement falling within LR5.1 insert under that sub-clause the relevant statements or refer to the clause, schedule of paragraph of a schedule in this lease which contains the statement. In LR5.2 omit or delete those Acts which do not apply to this lease*	**LR5.1** ***Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003*** None **LR5.2** ***This Lease is made under, or by reference to, provisions of:*** None

LR6. Term for which the Property is leased *Include only the appropriate statement (duly completed) from the three options.* *NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration rules 2003*	The term is as follows:- 125 years less one day from 25th day of March 2007

LR7. Premium *Specify the total premium, inclusive of any VAT where applicable*	£1.00

LR8. Prohibitions or restrictions on disposing of the lease *Include wherever of the two statements is appropriate. Do not set out here the wording of the provision*	This Lease does not contain a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc *Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions*	**LR9.1** ***Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property or to acquire an interest in other land*** None **LR9.2** ***Tenant's covenant to (or offer to) surrender this Lease*** None **LR9.3** ***Landlord's contractual rights to acquire this Lease*** None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions*	None

LR11. Easements *Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements*	**LR11.1** ***Easements granted by this Lease for the benefit of the Property*** Clause 2.02 **LR11.2** ***Easements granted or reserved by this Lease over the Property for the benefit of other property*** Clause 2.03 & 2.04

LR12. Estate rentcharge burdening the Property *Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge*	None

LR13. Application for standard form of restriction *Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.* *Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*	None

LR14. Declaration of trust where there is more than one person comprising the Tenant *If the Tenant is one person, omit or delete all the alternative statements.* *If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements*	None

LAND REGISTRY

LAND REGISTRATION ACT 2002

LEASE OF PART

LONDON BOROUGH	:	Haringey
PROPERTY	:	111-113 Fortis Green, London N12 9HR
LEASEHOLD TITLE NUMBER	:	AGL178484

PARTICULARS

1.	Date of Lease	:	15th April 2011
2.	Lessor	:	**Landlord** V & K PROPERTIES LIMITED of Leytonstone House, Leytonstone, London E11 1GA (Company Registration no 07249420)
3.	Lessee	:	**Tenant** VINCENT PAUL SUMMERS of 2 The Crescent, Frinton-on-Sea, Essex CO13 9AP.
4.	Demised Premises	:	The Ground Floor Rear of the Building
5.	Building	:	111-113 Fortis Green, London N12 9HR registered at the Land Registry with Title Number NGL320545
6.	Premium	:	£1.00
7.	Annual Rent	:	£ 300 for the first 25 years of the Term £ 600 for the next 25 years of the Term £1,200 for the next 25 years of the Term £2,400 for the next 25 years of the Term £4,800 for the remainder of the Term
8.	Term	:	125 years less one day from 25th day of March 2007
9.	Service Charge Percentage	:	a fair and reasonable percentage to be determined by the Lessor from time to time.
10.	The Head Lease	:	Lease dated 25th May 2007 made between Vincent Paul Summers (1) and Standard Life Trustee Company Limited (2)

THIS LEASE is made on the date specified in Paragraph 1 of the Particulars **BETWEEN** the Lessor specified in Paragraph 2 of the Particulars ("the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and the person or persons specified in Paragraph 3 of the Particulars ("the Lessee" which expression shall where the context so admits include (but without prejudice to the application and operation of Section 79 of the Law of Property Act 1925) the person or persons or firm or company or corporate body or any combination thereof in whom the term is from time to time vested whether by assignment devolution by law or otherwise and also any person or firm or company or corporate body or combination thereof deriving title to the Demised Premises as is hereinafter defined under the Lessee) of the other part

WHEREAS:-

(1) The Lessor is registered as proprietor with Absolute Title under the Title Number above-mentioned of the property known as The Ground and Basement Floors of the Building.

(2) The Lessor has agreed with the Lessee for the grant to the Lessee of a lease of the Premises referred to in Paragraph 4 of the particulars (in this Lease called "the Demised Premises") and more fully described in Clause 2 hereof for the consideration and at the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. **IN** this Deed the following expressions have where the context so admits or requires the following meanings respectively:-

1.01 "the Premium" means the sum of money specified in Paragraph 6 of the Particulars

1.02 "the Annual Rent" means the annual rent specified in Paragraph 7 of the Particulars

1.03 "the Common Parts" means the main entrance passages landings staircases and the means of refuse disposal and other areas provided by the Lessor for the common use of residents in the Building and their visitors including but not limited to the area shaded brown on the Plan

1.04 "the Owners" means the tenants and their successors in title or other the owner or owners of the other units comprised in the Building who may from time to time hold the same upon terms substantially similar to those herein contained (save as matters set out in the Particulars)

1.05 "the Head Lease" means the Lease specified in paragraph 10 of the Particulars

1.06 Any provision on this Lease referring to the consent or approval of the Lessor are to be construed as also requiring the consent or approval of the head landlord where that consent is required

2. **IN** consideration of the Premium paid by the Lessee to the Lessor (the receipt of which premium the Lessor hereby acknowledges) and of the rent hereby reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT self-contained unit delineated on the Plan annexed hereto and thereon edged in red

and more particularly specified in Paragraph 4 of the Particulars ("the Demised Premises") being part of the Building

2.01 Including (but without prejudice to the generality of the foregoing) and by way of obligation as well as grant

(a) all pipes or drains watercourses wires cables and other media forming part of the Building but serving the Demised Premises alone

(b) the ceilings of the Demised Premises below the level of the bottom of the beams or joists immediately above and including the plasterwork

(c) the floors above the level of the tops of the beams or joists immediately below

(d) the interior faces including the plaster covering of all exterior walls of the Building enclosing the Demised Premises and the glass and windows therein

(e) the interior faces of all other walls to include the plaster coverings of the Building enclosing the Demised Premises and the entrance and other doors and doorways therein and leading thereto and

(f) all interior partition walls but excluding:

(i) the mains walls and the structure of the Build and any of the main timbers and joists of the Building

(ii) any conduits that are now or within eighty years of the date hereof laid in or under the Building which do not exclusively serve the Demised Premises and

(iii) any part of the Building lying above the surface of the ceilings or below the floor surfaces

2.02 TOGETHER WITH:-

(a) The right in common with the Lessor and all persons authorised by it and with the lessees of the other units in the Building to use at all times for the purposes only of access to and egress from the Demised Premises the main entrance hall staircases and landings in the Building and such other passages therein as are not included in any of the other unit in the Building

(b) Full rights and liberty for the Lessee and all persons authorised by him (in common with the Lessor and all other persons entitled to the like right) at all times and for all purposes in connection with the permitted use of the Demised Premises to go pass and repass over and through and along the Common Parts PROVIDED ALWAYS the Lessor shall have the right temporarily to close or divert for as short a time as possible any of the Common Parts subject to leaving available reasonable and sufficient means of access to and from the Demised Premises

(c) The free and uninterrupted passage and running of water and soil electricity and gas or other illuminant or power and other usual services leading to or from the Demised Premises as pass through other parts of the Building

(d) All rights of support and protection from the other units and all other parts of the Building

(e) The right in common with all other persons entitled to be connected to any of the communal services including any communal door entry system television aerials telecommunications cabling and satellite dishes serving the Building

(f) The right for the Lessee with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon the other units and other parts of the Building and the Common Parts for the purpose of:-

(i) repairing cleansing maintaining or renewing such storage tanks sewers drains watercourses cables pipes and wires as now are or within the period of eighty years from the date hereof (being the perpetuity period applicable hereto) shall be laid in or through the Building and the Common Parts and serve the Demised Premises

(ii) repairing maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused

(g) The right (in common with all other persons entitled to the like right) to use any bin stores for the disposal of rubbish

(h) The benefit of the restrictions and repairing covenants on the part of the lessees contained in the leases granted or to be granted of other units in the Building

2.03 AND SUBJECT to:-

(a) Any rights and easements belonging to any adjoining property and referred to in the Property and Charges Registers of the Title Number referred to at panel LR2

(b) Any right of light and air over adjoining land and premises

(c) Any adjacent buildings (other than the remaining part of the Building of which the Demised Premises form part) at any time or times being rebuilt or altered or enlarged both as to height elevation extent or otherwise whether the light or air to the Demised Premises be thereby affected or not

2.04 EXCEPTING AND RESERVING unto the Lessor and its lessees:-

(a) The free and uninterrupted passage and running of water and soil electricity and gas and other illuminant or power from and to the other units in the Building and from and to the neighbouring premises through the sewers drains watercourses chimney flues pipes and appliances and conduits which are now or may hereafter during the term hereinafter referred to be situated within or under the Demised Premises

Lease Plan

GROUND FLOOR REAR FLAT

111 - 113 Fortis Green, London N2 9HR

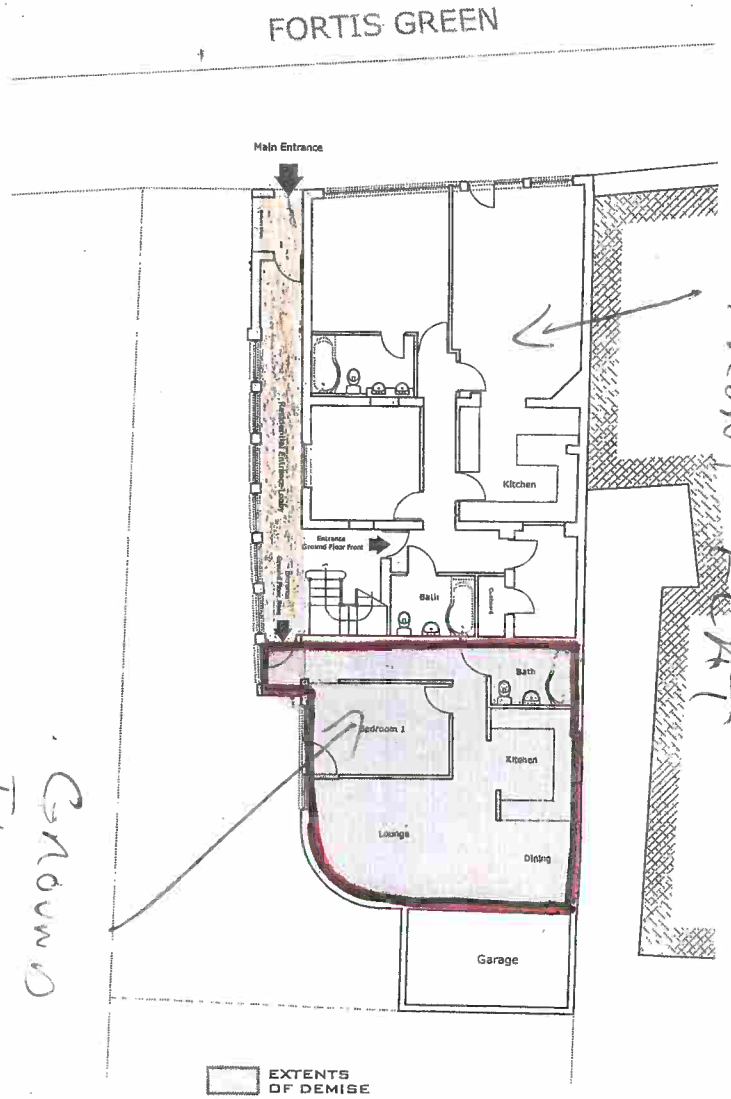


SITE LOCATION PLAN - SCALE 1:1250@A4
111 - 113 FORTIS GREEN, LONDON N2 9HR

NORTH

SCALE 80M

SITE



LEASE PLAN - SCALE 1:200@A4
111 - 113 FORTIS GREEN, LONDON N2 9HR
GROUND FLOOR REAR FLAT

SCALE 10M

Ground Floor Police Station (No 115) Front Flat

Ground Floor Rear Flat

A4

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(b) The right upon reasonable notice to enter the Demised Premises for the purposes mentioned under the covenant in Clause 4.03 hereof

(c) Such rights of support and protection as are at present existing for the benefit of the Building as a whole

(d) The right for the Lessor at any time or time to rebuild reconstruct alter or complete the remainder of the Building or any part thereof (other than the Demised Premises) or any buildings adjoining or adjacent to the Building or to erect new buildings on any property so adjoining or so adjacent in such manner as the Lessor shall think fit provided that the access of light and air to the Demised Premises shall not be interfered with

TO HOLD the same unto the Lessee for the term of years and from the date as specified in Paragraph 8 of the Particulars YIELDING AND PAYING therefor as provided in Paragraph 7 of the Particulars by two equal half-yearly payments in advance on the 29th day of September and the 25th day of March in each year the first of such payments being a due proportion of the said rental from the date hereof until the day next fixed for payment of rent to be made on the execution hereof and also paying firstly the moneys covenanted to be paid by the Lessee pursuant to the provision of Clause 5.01 of this Lease and secondly a sum equal to interest at the rate of four per centum above the base rate for the time being of Barclays Bank PLC or other its successor for the time being on all payments herein covenanted to be paid by the Lessee from the date upon which the same shall have become due until the date upon which the same shall actually be paid

3. THE Lessee hereby covenants with the Lessor as follows:-

3.01 To pay the reserved rent on the days and in manner aforesaid without any deduction whatsoever

3.02 To pay and discharge all existing and future rates taxes duties charges assessments and outgoings whatsoever whether parliamentary parochial or otherwise payable by law in respect of the Demised Premises either by the owner or occupier thereof and to keep the Lessor fully indemnified against all claims demands proceedings costs and expenses in connection therewith

3.03 From time to time as may be reasonably necessary during the Term (but in any case at intervals of not more than seven years) and also in the last year of the Term (whether determined by effluxion of time or otherwise) in each case calculated from the date specified in Paragraph 1 of the Particulars (to the reasonable satisfaction of the Lessor's Surveyor in the last year of the Term) to paint twice with good quality paint and paper varnish colour and grain all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured and grained

3.04 To pay all expenses (including Solicitors' costs and Surveyor's fees) which may be incurred by the Lessor incidental to the preparation and service of a Schedule of Dilapidations and Notice to repair or any Notice under Section 146, Section 147 or Section 196 of the Law of

Property Act 1925 (as amended) notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

3.05 Forthwith upon receipt by the Lessee to give to the Lessor or its Surveyors full particulars of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by a Planning Authority under or by virtue of the Town and Country Planning Acts or any regulations made thereunder and if so required by the Lessor or its Surveyors to produce such notice order or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice order or proposal and at the request of the Lessor or its Surveyors to make or join with the Lessor in making such objections or representations against or in respect of any such notice order or proposal as they or either of them shall deem expedient

3.06 Not to assign or underlet or part with possession of part only of the Demised Premises

3.07 To produce to the solicitor for the time being of the Lessor at their offices upon every devolution or charge of the Demised Premises within one month of such devolution a certified copy of the transfer assignment charge mortgage counterpart underlease counterpart tenancy agreement probate letters of administration assent or other evidence of devolution for registration by them and to pay to the said Solicitors their reasonable fees for such registration being not less than Thirty Pounds (£30) plus Value Added Tax

3.08 If and for so long as the Lessee is ordinarily resident outside England and Wales or is a company or corporate body with a registered office outside England and Wales the Lessee hereby covenants and declares that the Lessee will from time to time serve notice in writing on the Lessor specifying for the purposes of this Clause 3.08 the name and address of a person within England and any action in respect of this Lease being begun by Writ by the Lessor against the Lessee such writ may (in addition or substitution for any method specified by this Lease or by the Rules of the Supreme Court) be served upon the Lessee by posting such writ in an ordinary pre-paid envelope addressed to the person so specified from time to time and unless and until the Lessor shall be notified by the Lessee that the Lessee has specified some other person within England service upon such specified person shall be deemed to be good service of such writ upon the Lessee and the name and address of the person (if appropriate) first so specified by the Lessee shall be supplied by the Lessee within 14 days of the date hereof

3.09 To comply with the tenants covenants contained in the Head Lease in so far as they relate to the Demised Premises PROVIDED THAT the covenants in relation to the payment of rent and provision of insurance shall for the purposes of this clause be deemed not to relate to the Demised Premises

4. **IN** accordance with the said general scheme and for the benefit of the Owners (other than lessees at rack rents) the Lessee hereby covenants with the Lessor and the Owners (other than lessees at rack rents) and with each of them that the Lessee will from time to time and at all times hereafter during the said term

4.01 Well and substantially cleanse repair support uphold maintain and generally keep in good and substantial condition the whole of the Demised Premises as above described and any addition which may be made thereto and the landlord's fixtures and fittings and including all other appurtenances thereto but so that the Lessee's obligations under this covenant shall not extend to any repairs hereinafter covenanted to be effected by the Lessor and without prejudice to the generality of the foregoing to make good and completely and fully to indemnify the Lessor against any loss or damage arising as a result of the overflowing of water or burst pipes or otherwise howsoever occasioned by any act neglect default or omission of the Lessee or the Lessee's servants agents or Licensees

4.02 (a) Report immediately to the Lessor any signs of dampness rot or external damage affecting the Demised Premises or any deterioration in the fabric thereof

(b) In connection with the Defective Premises Act 1972 or any legislation modifying amending or replacing the same notify the Lessor in writing immediately upon the same coming to the knowledge of the Lessee of any defect in the Demised Premises

4.03 Permit the Lessor and its Agents and all persons authorised by either of them at all reasonable times and upon three days notice (other than in cases of emergency) to enter and examine the state and condition of the Demised Premises and to take inventories of the fixtures and fittings therein and to give or leave notice of any defects for which the Lessee is responsible or to execute and do any repairs or work for which the Lessor is liable under its covenants hereinafter contained and for the purposes aforesaid and also for the purpose of executing any repairs or work to or in connection with any premises above or below or adjoining the Demised Premises or with any adjoining premises to enter upon the Demised Premises or any part thereof with or without workmen and plant the person exercising such right thereupon making good any damage thereby occasioned to the Demised Premises carrying out as little damage and inconvenience as possible but making no further or other compensation whatsoever

4.04 Within three months of any such notice as last aforesaid well and substantially repair and make good all defects listed therein

4.05 Not affix or exhibit or paint on any door or any part of the Demised Premises or the Building any plate name notice or sign whatsoever and not exhibit in any window or on any blind or upon any external part of the Building or on any part of any common entrance hall staircase landing or passage any trade professional or business notice or advertisement whatsoever nor indication of the kind commonly known as a "to let" or "to sell" notice and in particular but without prejudice to the generality of the foregoing not paint the entrance door to the Demised Premises or the architrave or change the door furniture without first obtaining the Lessor's permission to the colour or to the change

4.06 (a) Not without the previous written consent of the Lessor and then only upon payment of its proper fees and expenses so incurred including those of its professional and other advisers alter the internal construction or design of the Demised Premises

(b) Not make any structural alterations to the Demised Premises nor without the previous written consent of the Lessor remove any partitioning doors therein and not remove cut maim or injure or permit to be removed cut maimed or injured any of the floors walls or timbers thereof

4.07 Not carry out or permit to be carried out any development or material development to the Demised Premises within the meaning respectively of the Town and Country Planning Acts and any regulations made thereunder for the time being in force

4.08 Not effect any insurance of the Demised Premises in duplication of the insurance hereinafter referred to

4.09 Use the Demised Premises for the purpose of a private residence and not use or permit the Demised Premises to be used for any illegal or immoral purposes

4.10 Comply with the obligations and other matters specified in the First Schedule hereto and any other reasonable rules and regulations from time to time made by the Lessor either in addition to or by way of variation of or substitution for the regulations contained in the First Schedule hereto provided that any variation or substitution shall not conflict with the terms of this Lease

4.11 Not do or permit or suffer anything in or upon the Demised Premises or any part thereof which may at any time be or become a nuisance or annoyance or cause of damage or disturbance to the Lessor or to any Owner or any property in the neighbourhood or injurious or detrimental to the reputation of the Building

5.01 **THE** Lessee hereby further covenants with the Lessor that he the Lessee will in manner hereinafter provided pay to the Lessor the service charge percentage specified in paragraph 9 of the Particulars (hereinafter called "the Contribution") of the reasonable costs and expenses incurred by the Lessor in compliance with its obligations under Clause 7.01 hereof and of all other costs and expenses reasonably incurred in the proper management of the Building together with the Insurance and other Premiums payable by the Lessor under the terms hereof together with such monies as the Lessor shall in its reasonable discretion deem appropriate to build up as a reasonable reserve to meet the maintenance expenditure of subsequent years (hereinafter called "the Expenditure")

5.02 The Contribution shall be paid upon demand by two equal half yearly payments on account and in advance on the 29th day of September and the 25th day of March in each year the amount of each such payment to be determined by the Lessor taking account of the likely Expenditure the first of such payments being a proportion of the Contribution calculated from the date hereof until the day next fixed for payment to be paid on the execution hereof

5.03 If for any period of twelve months ending on the 29th day of September the Contributions shall have proved to be:-

(a) insufficient to meet the Lessee's share of the Expenditure the Lessee shall forthwith upon the Lessor making demand at any time after the end of such period of twelve months pay the shortfall in respect of that period or

(b) too great then the surplus so paid shall be carried forward by the Lessor and credited to the account of the Lessee in computing the Contribution in succeeding accounting periods as aforesaid

5.04 The Lessor shall as soon after 29th day of September in each year as reasonably practicable send the Lessee a statement of receipts and expenditure for the year in question

5.05 In the event of any dispute under this Clause as to the amount of the Contribution or shortfall payable at any time the certificate of the Accountants for the time being of the Lessor (acting as auditors and not as arbitrators) shall (except in the case of manifest error) be conclusive evidence of the amount of the Expenditure and of the correctness of the demands for the Contribution and for the shortfall

6. THE Lessor hereby covenants with the Lessee with the intent to bind itself and its successors in title the person for the time being entitled to the reversion of the Demised Premises immediately expectant hereto

6.01 That the Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any lawful interruption by the Lessor or any person rightly claiming under or in trust for it

6.02 If and so long as any of the units in the Building are not let on terms similar to this Lease (mutatis mutandis) to observe in respect of those units covenants similar in all material respects to those contained in this Lease on the part of the Lessee

6.03 To include in every lease of a unit in the Building hereafter granted by the Lessor covenants and obligations on the part of the lessee thereof to be observed in similar terms to those herein contained

6.04 To insure the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by fire lightning riot civil commotion subsidence landslip heave malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood and impact by road vehicles explosion earthquake aircraft other aerial devices or articles dropped from such devices and such other risks as normally insured and risk of explosion and such other risks (if any) as the Lessor thinks fit in some Insurance Office of repute through the agency of the Lessor in the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and three years loss of the rent receivable from time to time of the Building and to procure the insurance of the fixtures and fittings plant and machinery of the Lessor against such risks as are usually covered by a

Comprehensive Policy and to procure the insurance against third party claims made against the Lessor in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Lessor at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessor the obligation on its part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligations shall thereupon be deemed to have been discharged and the Lessor shall stand possessed of all moneys paid to it under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Lessee and/or his or her mortgagees (if any) such proportion (if any) of the said moneys as may be agreed in writing between the Lessor and the Lessee or such mortgagee or in default of agreement as aforesaid as shall be determined by a Surveyor appointed by the Royal Institution of Chartered Surveyors upon the request of the Lessor or the Lessee or such mortgagee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessor and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Surveyor as an expert and not as an arbitrator

6.05 To produce to the Lessee on request in writing (but not more than once in any one year) a summary of the insurance cover effected by the Lessor pursuant to the provisions of this Lease together with evidence that all premiums have been paid

6.06 The Lessor also covenants with the Lessee to comply with its obligations under the Head Lease including the payment of all rents and service charges in connection therewith

7.01 THE Lessor further covenants with the Lessee but subject as provided in Clause 8 hereof that (and insofar as the Lessee is concerned so long as the Contribution payable by the Lessee is received by the Lessor in full) it will in a proper manner and at reasonable cost perform the following services and discharge the following functions namely:-

7.01.1 Maintain and keep in good and substantial repair and condition:-

(a) the Building including the principal internal timbers and the exterior walls and any other structural walls and the roof and foundations thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other unit in the Building)

(b) all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Lessee in common with the Owners

(c) the Common Parts

(d) the boundary walls and fences of the Building

(e) all other parts of the Building not included in the foregoing sub-paragraphs (a) to (d) and not included in this demise or the demise of any other unit or part of the Building

7.01.2 Provide the following services:-

(a) employ the Lessor's Surveyor and managing agents and discharge their fees and all other costs and fees incurred by the Lessor in connection with the provision of the services hereunder and the general management of the Building

(b) and when the Lessor shall reasonably deem necessary:-

(i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished with good quality materials in a good and workmanlike manner

(ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than these parts which are included in this demise or in the demise of any other unit in the Building) with good quality materials in a good and workmanlike manner

(c) in the interests of good management supply any other service or services not expressly mentioned herein in relation to the Building

7.01.3 To keep clean and where appropriate lighted and heated the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessor shall from time to time in its reasonable discretion think fit

7.01.4 To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building as distinct from any assessment made in respect of any unit in the Building

7.01.5 For the purpose of performing the covenants on the part of the Lessor herein contained at their discretion to employ on such terms and conditions as the Lessor shall think fit a caretaker maintenance staff cleaners or such other persons as the Lessor may from time to time in its absolute discretion consider necessary

7.01.6 To maintain and renew when required any existing cold water apparatus in the Building and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises

7.01.7 (a) To employ at the Lessor's discretion a firm of Managing Agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the

Building including the cost of computing and collecting the Contributions in respect of the Building or any parts thereof

(b) To employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building

7.01.8 If required, to install and maintain a rented communal television aerial or aerials and associated and ancillary equipment serving the Building and to pay all expenses in connection with the installation and maintenance thereof

7.01.9 To maintain any existing rented fire extinguishers and install such further extinguishers as the Lessor may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof

7.01.10To maintain and where necessary renew or replace (if and when installed) a rented electric porter system serving the main entrances of the Building

7.01.11Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and other things whatsoever as in the reasonable discretion of the Lessor may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building

7.01.12To set aside (which setting aside shall for the purposes hereof be deemed an item of expenditure incurred by the Lessor) such sums of money as the Lessor shall reasonably require to meet such future costs as the Lessor shall reasonably expect during the term of this Lease to incur of replacing maintaining and renewing those items which the Lessor has hereby covenanted to replace maintain or renew

7.02 The Lessor hereby further covenants with the Lessee at the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessor on a complete indemnity basis to enforce any covenants entered into with the Lessor by any other of the Owners similar in nature to those herein contained but PROVIDED NEVERTHELESS that the Lessor in so doing shall not be obliged to enter into litigation of a frivolous or vexatious nature

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

8.01 Except so far as the same may be insured by any policy maintained under Clause 6.04 hereof (and the Lessor undertakes to use all reasonable endeavours to insure the risks referred to below) the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of:-

(a) any accidents that may occur to the Lessee or any other person arising from any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Lessor's control

(b) any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessees family or any licensee of his through any defect in

any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Demised Premises)

(c) any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of the Lessor's staff servants or any person acting under such caretaker porter staff or servants

(d) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor of repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Lessor to be necessary or desirable to the Demised Premises or to the Building provided the same are carried out with proper skill and care

8.02 If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessor is liable to insure under the Lessor's covenants in that behalf hereinbefore contained or by any relevant action (whether or not the Landlord has insured against the same) so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent and the Contribution or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessor shall have effected any such policy or insurance as is mentioned in the Lessor's covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors and any dispute or difference between the Lessor and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory amendment or enactment in that behalf or the time being in force

8.03 No caretaker maintenance staff or other persons employed by the Lessor in accordance with the provisions of sub-clause 7.01.5 hereof shall be under any obligation to furnish attendance or make available their services to the Lessee save for the purpose of complying with the Lessor's obligations contained in this Lease and in the event of any such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and the Lessor shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom

8.04 If in the reasonable opinion of the Lessor it should at any time become necessary or equitable to do so by reason of any of the premises in the Building ceasing to exist or to be habitable or becoming compulsory acquired or requisitioned or for any other reason the Lessor or its Surveyor shall recalculate the percentage proportions either as appropriate to

the remaining premises (but in the same ratio as the existing proportions) or as appropriate to all the premises (as the case may be) and notify the lessees accordingly and in such case as from the date of such event the new percentage or percentages notified to the Lessee in respect of the Demised Premises shall be substituted for that or those referred to in the Particulars hereto and all reference to the Lessees shares of the total expenditure shall be construed as references to the new percentage proportion or the Contribution based thereon

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

(b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within fourteen days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

9.02 Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease Where the Lessor or the Lessee consists of two or more persons or corporations all covenants and agreements by and with the Lessor or the Lessee as the case may be shall be construed as covenants and agreements by and with such persons or corporations jointly and severally

10.01 IF the rent reserved under Clause 2 hereof or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any prior breach of any of the Lessee's covenants

10.02 The Lessor shall not be liable to the Lessee and accordingly the Lessee shall have no claim whatsoever in respect of:-

(a) any interruption in any of the services hereinbefore to be provided under Clause 7 hereof by reason of necessary repair renewal or maintenance of any installations or apparatus or damage thereto or destruction thereof through any cause beyond the Lessor's control whether by reason of mechanical or other defect or breakdown or

frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or otherwise or

(b) any act omission or negligence of any servant of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

10.03 Each of the covenants on the part of the Lessee shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Lessor

10.04 Nothing contained in this Lease constitutes or shall constitute a representation or warranty that the Demised Premises may lawfully be used for any purpose permitted by this Lease

10.05 The Lessee agrees that upon the Lessor transferring the freehold title in the Building to a third party the Lessor will automatically be immediately released from all past and future liabilities under this Lease.

IN WITNESS whereof these presents have been duly executed the day and year first above written

THE FIRST SCHEDULE

Obligations to be observed by the Lessee

1. Not at any time to use or permit the use of the Demised Premises or any part thereof for any purpose than that authorised for the time being
2. Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessor or the Owners or the occupiers of any part of the Building or of any adjoining or neighbouring premises
3. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to the Lessor all sums paid by way of increased premiums and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
4. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises
5. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Demised Premises either:-

(a) between the 2300 hours and 0800 hours so as to be audible outside the Demised Premises or

(b) at any other time or times so as to cause any nuisance or annoyance to any of the Owners or occupiers of the Building and for the purposes hereof the decision of the Lessor or its Surveyor as to what constitutes a nuisance or annoyance shall be final and binding on the parties

6. Not at any time to put on or in any window or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Lessor is offensive

7. Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building

8. Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Lessor which may be given by the Lessor or its Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other unit in the Building

9. Not to erect any external wireless or television aerial

10. Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto

11. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any passageways adjacent or leading to the Building any motor cycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or their friends servants or visitors

12. Not to permit or suffer the children of the Lessee or of any friends servants or employees of the Lessee to play upon any staircases landings or passageways in or about the Building

13. At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises so as to minimize the penetration of sound into other units in the Building

14. At all times when not in use to keep shut the entrance door to the Demised Premises and between 2300 hours and 0800 to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are dosed as quietly as possible and that

no disturbance or annoyance is caused to the tenants or occupiers of other units in the Building

15.01 Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the easements hereby granted

15.02 To remove forthwith upon being so required by the Lessor any object of or obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessor on demand the cost incurred by them in removing and if appropriate storing the same which approval and storage is expressly hereby authorised and which shall be entirely at the Lessee's risk

16. Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Lessor to pay to the Lessor the cost of making good any damage resulting from a breach of this regulation

17. At least once in every month of the Term to cause to be properly cleaned the windows of the Demised Premises both internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence

18. To empty any rubbish suitably wrapped into the refuse receptacles or other means of refuse disposal

19. Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building

20. To pay the cost of making good any damage at any time done by the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance hall thereof or to the person or property of the tenant or occupier of any other unit in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever

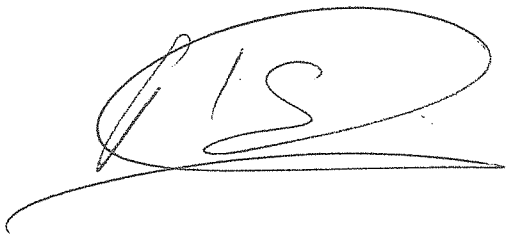
22. To submit any dispute difference or complaint that may arise between the Lessee and the Owners or occupier of any other unit in the Building in respect of the use or occupation of the Demised Premises or any other part of the Building to the Lessor or its Surveyor before taking any further or other steps or proceedings in relation thereto

23. Without prejudice to the generality of the foregoing regulations to observe and perform all regulations from time to time made relating to the Common Parts

24. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Lessor may from time to time in its reasonable discretion think fit to make for the management care and cleanliness of the Building and the comfort and safety and convenience of all the occupiers thereof provided that such variations or modifications shall not conflict with the terms of this Lease.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

Signed as a Deed by)
V&K PROPERTIES LIMITED)
acting by a Director in the)
presence of:-)



Witness :

Signature : Julie Gollins

Name : JULIE GOLLINS

Address : 94 INGREBOURNE GARDENS

: UPMINSTER, ESSEX RM14 1BW

Occupation : LEGAL SECRETARY