

DATED

9<sup>th</sup> January

2001

CANARY RIVERSIDE DEVELOPMENT PTE LIMITED

and

MORGAN LODGE LIMITED

We have been instructed to sign this copy of the  
original document  
Date: 25/01/01  
Stephen Lako Gilbert & Paling  
Solicitors  
4 John Street  
London WC1W 2EH  
DX 9 Chancery Lane

UNDERLEASE OF PART

of

Flat 27A and Parking Space 112  
Belgrave Court 36 Westferry Circus  
Canary Wharf London E14

Sheridan & Stretton  
233 King Street  
London W6 9LP

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**HM LAND REGISTRY  
LAND REGISTRATION ACTS 1925 - 1990**

LONDON BOROUGH : TOWER HAMLETS  
 LANDLORD'S TITLE NO. : EGL 365354 and EGL 385083  
 PROPERTY : CANARY RIVERSIDE,  
 CANARY WHARF, LONDON E14



*Don  
E 1801  
27/1/01*

**UNDERLEASE OF PART**



**PARTICULARS:**

Date : *9th January 2001.*

Premises : Flat Numbered 27A on the second floor of Belgrave Court 36 Westferry Circus Canary Wharf, London E14 which flat is edged red on Plan Number 2 attached.

Parking Space : The Parking Space numbered 112 Westferry Circus Canary Wharf London E14 which space is edged red on Plan Number 4 attached.

Landlord : **CANARY RIVERSIDE DEVELOPMENT PTE LIMITED** of 95 South Bridge Road #13-01 Pidemco Centre, Singapore 058717 whose address in the Uk is at Pemberton House, 15 Wrights Lane, London W8 5SL

Tenant : **MORGAN LODGE LIMITED**

Price : £320,400.00

Commencement Date : 28<sup>th</sup> May 1997

Term : 999 years (less 3 days) from the Commencement Date.

Rent : One Peppercorn

Building Service Charge Percentage : 0.26 %

Parking Spaces Service Charge Percentage : 0.3521127 %

Initial Advance Service Charge : £2,057.00

SAVE THAT any of the said percentages may be subject to variation from time to time in accordance with the provisions of Clause 26.

## PART ONE: DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS

Where in this Deed the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:-

#### 1.1 Landlord

CANARY RIVERSIDE DEVELOPMENT PTE LIMITED and any person for the time being entitled to the reversion immediately expectant on the determination of the Term.

#### 1.2 Tenant

The Tenant set out in the particulars and any person in whom the Term is from time to time vested.

#### 1.3 Accountant

A Chartered Accountant or firm of Chartered Accountants appointed or employed by the Landlord (or any management company) to perform the functions of the Accountant under the Lease.

#### 1.4 Authority

Any Statutory Public Local or other competent authority or a Court of competent jurisdiction.

#### 1.5 Block

Means the block being one of the four blocks comprising the Building which block is identified at and below podium level only by yellow edging on Plan Number 1 3 and 4.

#### 1.6 Building

Means the buildings comprising several blocks of flats within the Estate intended primarily for residential use from time to time completed (including the Block) and all parts thereof including without limitation the roofs conduits windows and window frames foundations floors and walls of such blocks and all internal and external parts of the same but excluding the Estate Common Parts and the Car Park.

#### 1.7 Building Common Parts

1.7.1 The entrance halls passages landings staircases refuse facilities and other parts within the Building which are available for use in common by the Tenants or occupiers of any two or more of the Dwellings or Commercial Units therein including any lifts if any and the glass in the windows of such common parts and such other parts of the Building not intended to be comprised in the leases of Dwellings or Commercial Units and the structural parts of the Building including the roofs foundations floors window frames all structural walls bounding any individual Dwellings or Commercial Units therein and all external parts of the Building including the external floors external walls of any balcony or terrace and their respective surfaces screeds and finishes and all Conduits not used solely for the purpose of an individual Dwelling or Commercial Units.

1.7.2 Provided that the Riverside Facilities shall not form part of the Building Common Parts.

1.8 Building Head Landlord

Canary Riverside Estate Pte Limited (formerly Canary Riverside Hotel Properties Pte Limited) and any other person for the time being entitled to the reversion immediately expectant on the term granted by the Building Head Lease.

1.9 Building Head Lease

The Lease dated 15th May 1997 and made between Canary Riverside Hotel Properties PTE Limited (1) Canary Riverside Development PTE Limited (2) as varied by a Deed of Rectification dated the 29th day of May 1997 and a Deed of Variation dated 13th October 1997 both made between Canary Riverside Hotel Properties PTE Limited (1) and the Landlord (2) and Deeds of Variation dated 30th December 1998 and 13<sup>th</sup> January 2000 both made between Canary Riverside Estate PTE Limited (1) and the Landlord (2).

1.10 Building Service Charge Percentage

The percentage shown in the Particulars.

1.11 Business Day

A day on which banks are generally open in the City of London for sterling transactions other than any Saturday or Sunday.

1.12 Car Park

The car parks from time to time comprised within the Estate.

1.13 Car Park Head Landlord

Canary Riverside Estate Pte Limited (formerly Canary Riverside Hotel Properties Pte Limited) and any other person for the time being entitled to the reversion immediately expectant on the term granted by the Car Park Head Lease.

1.14 Car Park Head Lease

The Lease dated 30<sup>th</sup> December 1998 and made between Canary Riverside Hotel Properties Pte Limited (1) and Canary Riverside Development Pte Limited (2).

1.15 Clause

A Clause of the Lease.

1.16 Commercial Unit

A unit of accommodation within the Building intended for commercial as opposed to residential use.

1.17 Common Parts

Means both the Building Common Parts and the Estate Common Parts.

1.18 Conduits

Any pipe drain culvert sewer flue duct gutter wire cable fibres (optic or otherwise) conduit channel and other trunking service shafts and ducts service corridors conducting media (including those of a novel character and effect) and all ancillary equipment or structures.



1.19 Determination Of The Term

The determination of the Term by re-entry notice surrender or otherwise.

1.20 Dwellings

The Premises and the other residential flats comprised in the Building.

1.21 Estate

The Riverside (Phase I) Estate (as defined in the Head Lease).

1.22 Estate Common Parts

The Common Parts as defined and referred to in the Head Lease but shall not include any of the Building Common Parts.

1.23 Estate Regulations

Means any rule or regulation made by the Landlord from time to time for the general management of the Building or the Estate as the case may be including without limitation the regulations in the Third Schedule as the same may be varied or added to from time to time.

1.24 Gardens

The gardens and amenity areas shaded green on Plans Number 1 and 4 attached.

1.25 Half Yearly Days

Each of 1<sup>st</sup> April and 1<sup>st</sup> October in any year.

1.26 Head Landlord

The Building Head Landlord and the Car Park Head Landlord or one or other of them as may be appropriate in the context and Relevant Head Landlord shall be construed accordingly.

1.27 Head Lease

The Building Head Lease and the Car Park Head Lease or one or other of them as may be appropriate in the context and Relevant Head Lease shall be construed accordingly.

1.28 Interest

Interest at the Interest Rate (both before and after any Judgement) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rests at the usual quarter days

1.29 Interest Rate

4% above the base lending rate-from time to time of National Westminster Bank plc (or of such other bank as the Landlord may give notice from time to time).

1.30 Lease

This Lease from time to time varied or supplemented whether by deed licence or otherwise.

1.31 Parking Space

The Parking Space specified in the Particulars including only

- 1.31.1 the standing or wearing surface of the Parking Space hereby demised Provided always and it is hereby agreed such standing or wearing surface shall for the purpose of repair be treated as part of the Estate Common Parts.
- 1.31.2 the air space immediately above the Parking Space to a height immediately below the surface of the ceiling of the floor of the Building in which the Parking Space is situate and below any Conduits at any time during the Term secured to such ceiling.

1.32 Parking Spaces Service Charge Percentage

The percentage shown in the Particulars.

1.33 Part

A part of the Lease.

1.34 Party

The Landlord or the Tenant.

1.35 Permitted User

For the Premises a private residence.  
For the Parking Space the parking of a private motor vehicle taxed where necessary.

1.36 Plan 1 Plan 2 Plan 3 and Plan 4

The plans annexed to this Lease and references to the Plans shall mean all or any of them as appropriate.

1.37 Premises

The flat specified in the particulars together with

- 1.37.1 the doors (including the glass but not the external decorative parts of the doors) and the glass in all the windows
- 1.37.2 the interior faces of the ceilings up to the underside of the slabs or beams to which the same are affixed
- 1.37.3 the floors down to the upper side of the slabs or beams supporting the same
- 1.37.4 the internal plaster face of all external and structural walls bounding the Premises
- 1.37.5 the internal walls which are not structural walls
- 1.37.6 half of the non structural walls (severed medially) which divide the Premises from adjoining Properties or from the Building Common Parts
- 1.37.7 Conduits used solely for the purposes of the Premises
- 1.37.8 The airspace comprised in any balcony or roof terrace included in the demise (if any) up to the lower of two point four metres (2.4m) from the floor surface thereof or the level of the ceiling of the Premises abutting the balcony or terrace but excluding the external floors and external walls and their respective surfaces tiling screeds and finishes but excluding Conduits and columns which serve or support other Properties.

1.38 Properties

The Dwellings and Commercial Units comprised in the Building excluding the Premises.

- 1.39 Rent  
As specified in the Particulars.
- 1.40 Retained Land  
Those parts of the Estate other than the Premises and Parking Space.
- 1.41 Riverside Facilities  
Any function room amenity area or facility within the Estate made available by the Landlord from time to time (if any) on determinable licence.
- 1.42 Riverside Phase 1 Transfer  
A Transfer dated 29th May 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Management Limited (3) Canary Riverside Hotel Properties PTE Limited (4) Canary Wharf Investments Limited (5) CWC SPVf Limited (6) CWC SPVg Limited (7) and CWC SPVb Limited (8) as supplemented by a Transfer of airspace made 29th May 1998 between the same parties
- 1.43 Schedule  
A schedule to this deed.
- 1.44 Section  
A section of the Lease.
- 1.45 Services  
The services described in Part 5.
- 1.46 Service Charge  
The service charges and insurance premiums described in Part 5.
- 1.47 Subsection  
A Subsection of the Lease.
- 1.48 Term  
As specified in the Particulars.
- 1.49 VAT  
Value Added Tax or other tax of a similar nature.
2. INTERPRETATION  
The provisions of the Lease shall unless the context otherwise requires be construed as follows:
- 2.1 Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally.
- 2.2 Words importing one gender include all other genders.



- 2.3 The singular includes the plural and vice versa.
- 2.4 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party.
- 2.5 A consent or approval to be given by the Landlord is not effective for the purposes of the Lease unless it is in writing and signed by on behalf of the Landlord
- 2.6 A right or power granted to the Landlord may be enjoyed by the Head Landlord and by any person authorised by either the Landlord (including for the avoidance of doubt any managing agents) or the Head Landlord.
- 2.7 Reference to a statute includes any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force.
- 2.8 Headings to Clauses Schedules Sections Subsections or Parts of the Lease do not affect the interpretation or construction of the Lease.

## **PART TWO: DEMISE**

### **3. DEMISE**

In consideration of the Price paid by the Tenant to the Landlord (receipt of which the Landlord hereby acknowledges) the Landlord with full title guarantee demises the Premises and the Parking Space to the Tenant:

- 3.1 together with the rights set out in the First Schedule
- 3.2 except and reserving to the Landlord as set out in the Second Schedule
- 3.3 except and reserving to the Head Landlord as set out in the Head Lease
- 3.4 to hold the same to the Tenant for the Term
- 3.5 yielding and paying to the Landlord as rent firstly the Rent and secondly the Service Charge

## **PART THREE: TENANT'S COVENANTS**

### **4. INTRODUCTION**

As from the date hereof the Tenant covenants with the Landlord and as a separate covenant with each of the tenants of the Properties as set out in this part of the Lease

### **5. RENT**

The Tenant shall pay the Rent annually if demanded and by way of further or additional rent Service Charge in the manner provided in Part 5.

### **6. OUTGOINGS**

- 6.1 The Tenant shall pay and indemnify the Landlord against all rates taxes assessments impositions duties charges and outgoings now or at any time during the Term payable by the owner or occupier of or otherwise due in respect of the Premises and the Parking Space (except any tax assessed on the Landlord in respect of its ownership of or rental income from or any dealing with its reversionary interest) and shall pay and indemnify the Landlord against all charges for the supply of water gas electricity drainage sewerage and telecommunication services to the Premises.



6.2 Where the Tenant is required to pay repay reimburse or provide to the Landlord any amount or other consideration which comprises a supply made by the Landlord to the Tenant on which VAT is payable then the amount or consideration which the Tenant is required to pay is deemed to be exclusive of any VAT chargeable on that payment and the Tenant will pay the VAT thereon to the Landlord.

6.3 Where the Tenant is required to pay repay reimburse or provide to the Landlord any amount or other consideration in relation to the supply of goods or services made by a third party to the Landlord on which VAT is chargeable then the Tenant will pay the Landlord a sum equal to any VAT charged to the Landlord on that supply of goods and services save in so far as the Landlord is entitled to recover the same as an input.

## 7. REPAIR AND DECORATION

The Tenant shall (subject to the provisions relating to insurance set out in Part 4):

7.1 keep the Premises in good and substantial repair and condition

7.2 decorate and keep the Premises decorated to a high standard

7.3 within three months (or sooner in emergency) of receipt of notice from the Landlord of any breach of this Clause to commence to carry out and diligently proceed with the repair or decoration required to remedy the breach and if the Tenant fails to comply with such notice and the Landlord enters the Premises to carry out such work the Tenant shall upon demand pay to the Landlord all reasonable costs which the Landlord so incurs

7.4 within 14 days of demand pay to the Landlord the cost to the Landlord of repair or replacement of the floors screeds tiling or other finishes of the balcony or terrace (if any) where the same have been damaged by any act or default of the Tenant

7.5 Forthwith upon any glass in the windows of the Premises being damaged to replace the same with material specified by the Landlord of the same or similar quality as that being replaced and using workmen or contractors approved by the Landlord such approval not to be unreasonably withheld or delayed.

## 8. ALTERATIONS

8.1 Not to cut maim or injure nor to make any breach in or alter any part of the structure of the Premises nor alter the external appearance of the Block.

8.2 Not without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed to make any non structural alteration whatsoever to the plan design or elevation of the Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any Conduits nor to alter any of the Landlord's fixtures and fittings or appliance therein.

8.3 Not in any case to commit or allow any waste or spoil on or about the Premises.

8.4 Not to cut maim injure alter or break open the Parking Space or any external walls or external floors and their respective surfaces screeds and finishes of the balcony or terrace (if any) of the Premises or overlay paint or cover such tiling surfaces screeds and finishes.

8.5 Not to alter the colour design or general appearance of any windows of the Premises.

## 9. COMPLIANCE WITH ESTATE REGULATIONS

To comply with the Estate Regulations and any restrictions added to or substituted therefore from time to time by the Landlord and ensure that other occupiers of the Premises or Parking Space comply with the same provided that the Landlord may in it's absolute discretion at any time during the Term in the interests of good estate management add to replace or amend any of the Estate Regulations and any regulations substituted therefore.

## 10. USER

10.1 The Tenant shall not use the Premises or the Parking Space otherwise than for the Permitted User.

- 10.2 The Tenant shall not use the Premises or the Parking Space in a manner which shall be detrimental to the Estate or which may or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or any other person.
- 10.3 The Tenant shall comply with the Estate Regulations and with any regulations from time to time made by the Head Landlord pursuant to the provisions of the Head Lease or with any regulations made in respect of any other areas over which the Tenant has rights of use or enjoyment.

11. ASSIGNMENT AND UNDERLETTING

- 11.1 Not to assign transfer or charge part only of the Premises and Parking Space (as distinct from the whole) in any way whatsoever.
- 11.2 Not to assign or transfer or part with possession of the whole of the Premises and Parking Space without prior to any assignment (so far as permitted by law) obtaining from the assignee or transferee a direct covenant with the Landlord in the form set forth in the Fourth Schedule Part I hereto and delivering to the Landlord's Solicitors the Deed of Covenant properly stamped (if appropriate) within 28 days of the date of such Deed.
- 11.3 Not to assign underlet share or part with possession of the Parking Space separately from the Premises or the Premises separately from the Parking Space.
- 11.4 Not to underlet share or part with possession of part only of the Premises and Parking Space (as distinct from the whole) in any way whatsoever and
- 11.5 Not to share or part with possession of the Premises and Parking Space as a whole other than by way of assignment or underletting of the whole and
- 11.6 Not to underlet the whole of the Premises and Parking Space for a period of less than 6 months.
- 11.7 Prior both to granting any underletting exceeding a term of 3 years and to any underlessee of such a term taking occupation to procure that the underlessee enters into direct covenants with the Landlord in the form set forth in the Fourth Schedule Part 2 hereto and delivering to the Landlord's Solicitors the Deed of Covenant properly stamped (if appropriate) within 28 days of the date of such Deed.

12. NOTIFICATION

The Tenant shall within 28 days of any transfer charge or underlease of the Premises give notice thereof to the Landlord and produce for registration the original or a certified copy of the document effecting or evidencing such devolution and pay such reasonable registration fee as the Landlord may require.

13. LEGAL OBLIGATIONS

- 13.1 In this Lease a "Legal Obligation" means any present or future statute statutory instrument or bye-law or any present or future regulation order notice direction code of practice or requirement of any Authority insofar as it relates to the Premises the Parking Space or to their occupation or use but irrespective of the person on whom such obligation is imposed.
- 13.2 The Tenant shall comply with any Legal Obligation.
- 13.3 The Tenant shall not do or omit to do in relation to the Premises or the Parking Space or their use or occupation anything by reason of which the Landlord may incur any liability to an Authority whether for costs a penalty damages compensation or otherwise.
- 13.4 The Tenant shall not cause or permit a nuisance on or in relation to the Premises Parking Space the Building (including the Building Common Parts) or the Estate including the Estate Common Parts and if a nuisance occurs the Tenant shall forthwith take all reasonable action to abate it.

14. PLANNING

- 14.1 The provisions of this Clause supplement the general obligations imposed by Clause 13.
- 14.2 The Tenant shall observe and comply with all statutes relating to town and country planning in relation to the Premises and the Parking Space.



15. DEFECTIVE PREMISES

The Tenant shall promptly give notice to the Landlord of any defect of which it is aware in the Premises and/or Parking Space in respect of which the Landlord may have a liability or duty of care under the Lease the Defective Premises Act 1972 or otherwise.

16. LANDLORD'S RIGHTS

16.1 The Tenant shall permit the Landlord and persons authorised by it to exercise any right excepted and reserved by the Second Schedule and in addition the right to enter the Premises and the Parking Space at all reasonable times after not less than two days' notice in writing (except in emergency) with tools and equipment (if appropriate):

16.1.1 to inspect the Premises and Parking Space to ascertain whether the Tenant is complying with the Lease or to view its state and condition or for any other reasonable purpose

16.1.2 to execute works following the Tenant's failure to comply with a notice served under Clause 7.3 (without prejudice to any other remedy available to the Landlord)

16.1.3 to abate a nuisance if the Tenant does not do so

16.1.4 to inspect or execute works of repair maintenance decoration demolition construction alteration or otherwise to other property (including those parts of the Building bounding the Premises and/or Parking Space) or in connection with the development of the Estate or the provision of Services under Part 5 the person or persons exercising such rights causing as little damage and disturbance as is reasonably practicable making good as soon as practicable any physical damage caused to the Premises and the Parking Space

16.1.5 to repair the Parking Space or to repair replace or alter the external floors and external walls and their respective surfaces screeds and finishes of the balcony or terrace of the Premises (if any).

16.2 The Tenant will permit the Landlord to carry out any works of investigation demolition construction development alteration repair or otherwise to or use in any way the Retained Land or any other property and to temporarily erect scaffolding notwithstanding interference with the access of light or air to the Premises and/or Parking Space or temporary interference with any other right or easement and supplies of water gas and electricity and drainage the person or persons exercising such rights causing as little damage and disturbance as is reasonably practicable making good as soon as practicable any physical damage caused to the Premises and the Parking Space.

16.3 The Tenant will permit the Head Landlord and persons authorised by it to exercise the rights reserved to it as set out in the Head Lease.

17. COSTS

The Tenant shall pay and indemnify the Landlord against all reasonable liability costs fees charges disbursements and expenses reasonably incurred in connection with incidental to and consequent upon and (where appropriate) in contemplation of:

17.1 an application for the Landlord's consent (whether or not the consent is given or the application is withdrawn save where the consent is unreasonably refused or proffered subject to unreasonable conditions);

17.2 a schedule of dilapidations during the Term or after the Determination Of The Term;

17.3 notice pursuant to Section 146 of the Law of Property Act 1925 and proceedings under that Section even if forfeiture is avoided otherwise than by relief granted by the court;

17.4 the recovery of sums payable under the Lease;

17.5 the enforcement of any covenant or obligation of the Tenant under the Lease;

17.6 abating a nuisance which the Tenant fails to abate and

17.7 complying with a Legal Obligation as defined in Clause 13.1 if the Tenant does not do so.

18. INTEREST

Without prejudice to any other right or remedy of the Landlord if the Tenant shall fail to pay to the Landlord any sum (and VAT) due from the Tenant to the Landlord under the Lease by the later of the date it is due and the date fourteen days after a demand for payment is made then the Tenant shall be liable to pay interest thereon from such date to the date of actual payment.

19. INDEMNITY

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all claims demands actions or proceedings made or brought and all losses damages costs expenses and liabilities incurred suffered or arising directly or indirectly in respect of or otherwise connected with:

- 19.1 the use and occupation of the Premises and the Parking Space and
- 19.2 the state of repair and condition of the Premises and the Parking Space (in the case of the Parking Space only insofar as the Tenant is liable hereunder).

20. THE HEAD LEASE

The Tenant shall observe and perform the covenants and conditions on the part of the lessee contained in the Head Lease so far as they relate to the use and the occupation of the Premises or the Parking Space by the Tenant or as appropriate assist and facilitate their performance by the Landlord (including without limitation the lessee's obligations in the Head Lease comprised in clauses 6.2, 6.3.2, 6.5, 6.8 and 6.9 of the Head Lease but excluding the covenants contained in clauses 4.1, 4.2, 4.11 and 4.12 of the Head Lease) and shall indemnify the Landlord from and against any actions proceedings claims damages costs expenses or losses arising from any breach non-observance or non-performance by the Tenant of such covenants and conditions.

21. YIELDING UP

Upon the Determination of the Term the Tenant shall yield up the Premises and the Parking Space in a state and condition consistent with due compliance by the Tenant with his covenants and obligations under the Lease.

**PART FOUR: INSURANCE**22. LANDLORD'S INSURANCE COVENANTS

- 22.1 The Landlord will enforce the obligations of the Head Landlord in clauses 6.1 6.4 6.6 6.7 and 6.11 of the Head Lease.
- 22.2 In the event of any sums becoming payable to the Landlord pursuant to clause 6.11 of the Head Lease then such monies received by the Landlord (other than sums attributable to Tenant's Insured Fittings (as defined in the Head Lease) which are due to the party appropriately entitled thereto and sums applied in seeking reinstatement) shall be divided between the Landlord and the Tenant and such other persons having a legal interest in the premises comprised in the Head Lease who have suffered loss as a result of the damage or destruction in such proportion as is just and equitable having regard to the value and extent of their respective interests the location and extent of the damage or destruction and to all other relevant circumstances and any dispute as to the application of such sums shall be determined in like manner to that specified in clause 6.11.2 of the Head Lease (mutatis mutandis)
- 22.3 The Landlord will (save insofar as prevented from so doing by any act omission or default of the Tenant or the lessees or occupiers of the Properties) comply with the provisions of clauses 6.2 6.3.2 6.5 and 6.9 of the Head Lease
- 22.4 At the reasonable request of the Tenant the Landlord will procure from the Head Landlord for production to the Tenant a full copy of the insurance policy or policies maintained under clause 6 of the Head Lease together with evidence that the same is subsisting and in effect.



## PART FIVE: SECTION A

23. SERVICE CHARGE

23.1 For the purpose of this Lease the following expressions shall have the following meanings:-

23.1.1 "Estimated Building Expenditure" means for any Building Financial Year such sum as the Landlord shall notify in writing to the Tenant as a reasonable estimate of the Building Expenditure for such Building Financial Year provided that the Landlord may from time to time during any such Building Financial Year notify the Tenant in writing of a revised figure for the Estimated Building Expenditure.

23.1.2 "Building Computing Date" means the first day of April in each year and the anniversary of that date in each succeeding year or such other date as the Landlord may from time to time nominate.

23.1.3 "Building Expenditure" means the aggregate of:-

23.1.3.1 all costs fees expenses and outgoings whatsoever (whether or not of a recurring nature) incurred in respect of or incidental to the provision of all or any of (1) the Building Services and (2) the costs and expenses set out in Part Five Subsection B III (whether or not the Landlord is obliged by this Lease to incur the same) and (when any expenditure is incurred in relation to the Building and other premises) the proportion of such expenditure which is reasonably attributable to the Building as determined from time to time by the Building Surveyor.

23.1.3.2 such sums as the Landlord shall consider desirable to set aside from time to time in accordance with the principles of good estate management (which setting aside shall be deemed to be an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure whether or not of a capital nature and whether recurring at regular or irregular intervals and for anticipated expenditure in respect of any of the Building Services to be provided or other items within Part Five Subsection BIII ("the Building Reserve Fund")

23.1.3.3 the cost of replacement of any item where such replacement is reasonably necessary whether or not the replacement item is of a superior quality design or utility to the item being replaced.

23.1.3.4 any VAT or other tax payable on or in connection with any such items in Clauses 23.1.3.1 23.1.3.2 and 23.1.3.3 above (so far as not recoverable by the Landlord or any management company (as the case may be) as an input credit).

But shall exclude any capital expenditure incurred in the initial construction of any building or erection within the Building or for the initial creation of the Building Common Parts or for the purpose of the initial establishment of the services described in Part Five Section B

23.1.4 "Building Financial Year" means the period from a Building Computing Date to but not including the next succeeding Building Computing Date

23.1.5 "Building Services" means the services set out in Part Five Subsection BII

23.1.6 "Building Surveyor" means a chartered surveyor or firm of chartered Surveyors appointed or employed by the Landlord or any management company to perform the functions of the Landlord's surveyor under this Lease.

23.2 The Tenant covenants with the Landlord to pay to the Landlord:-

23.2.1 on the date of the Lease the Initial Advance Service Charge

23.2.2 the Building Service Charge Percentage of the Estimated Building Expenditure in advance by equal half yearly instalments on the Half Yearly Dates during each Building Financial Year and

- 23.2.3 (if the Estimated Building Expenditure is revised) within 14 days after written demand that part of the Building Service Charge Percentage of the revised Estimated Building Expenditure which exceeds the figure previously notified to the Tenant.
- 23.3 Each such payment made by the Tenant under Clause 23.2 is referred to herein as a "Building Payment on Account".
- 23.4 The Landlord or any management company (as the case may be) shall as soon as reasonably practicable after the end of each Building Financial Year (beginning with the Building Financial Year current at the date of the Lease) prepare and send to the Tenant:-
- 23.4.1 an account or accounts each duly certified by the Accountant showing the Building Expenditure the Building Financial Year and the amount (if any) which the Landlord has chosen to utilise from the Building Reserve Fund in defraying Building Expenditure and containing a fair summary of the various items comprising the Building Expenditure
- 23.4.2 a statement or statements of each Building Service Charge Percentage of each Building Expenditure for each Building Financial Year after taking into account any monies utilised from the Building Reserve Fund and the same shall (save for obvious error) be conclusive evidence for the purposes of this Lease of all matters of fact referred to in each said account certificate and statement.
- 23.5 If the Building Service Charge Percentage of the Building Expenditure for any Building Financial Year (after taking into account any monies utilised from the Building Reserve Fund) shall exceed the Building Payment on Account of Building Service Charge made by the Tenant for that Building Financial Year the excess shall be paid by the Tenant to the Landlord on demand.
- 23.6 If the Building Service Charge Percentage of the Building Expenditure for the Building Financial Year (after taking into account any monies utilised from the Building Reserve Fund) shall be less than the Building Advance Payment for that Building Financial Year the overpayment made by the Tenant shall be credited to the Tenant against the next payment on account.
- 23.7 Any omission by the Landlord to include in Building Expenditure in any Building Financial Year a sum expended in that Building Financial Year shall not preclude it from including such sum in Building Expenditure in any subsequent Building Financial Year as the Landlord shall reasonably determine.
- 23.8 The Building Reserve Fund shall be held in a separately designated interest bearing bank account and the Landlord shall utilise the same with interest accruing thereon but after deducting tax payable thereon and on such interest in defraying expenditure of the nature referred to in Clause 23.1.3.2.
- 23.9 The Landlord may discontinue withhold add to commence extend vary or make any alterations to any of the Building Services or any of the items referred to in Part Five Subsection BIII from time to time if the Landlord shall reasonably deem it desirable to do so in the interests of (or for the comfort of) the owners and tenants or for the efficient management security and operation of the Building or for any other reason in the interests of good estate management Provided That the Landlord will not withdraw or discontinue the provision of the services specified in Clauses 24.2.1 to 24.2.6 inclusive.

#### **PART FIVE: SECTION B**

##### **24. SUBSECTION BI - General**

- 24.1 In Subsections BII and BIII of Part Five:-



- 24.1.1 references to "maintain" shall mean maintain inspect test service repair overhaul amend improve rebuild repoint renew replace and shall include where appropriate treat wash down cleanse paint decorate empty and drain and the expression "maintenance" shall be construed accordingly.
- 24.1.2 "Serviced Areas" shall mean the Building Common Parts and the Riverside Facilities and where appropriate references to the Building shall include the Riverside Facilities.
- 24.1.3 In deciding the extent nature and quality of the relevant Building Service or Building Services from time to time the Landlord shall at all times act reasonably and in accordance with the principles of good estate management.
- 24.1.4 In performing the Building Services and any other services hereunder the Landlord shall be entitled to employ or procure or permit the employment of managers agents contractors or others.

#### SUBSECTION BII - The Services

24.2 Subject to Clauses 24.1.3 and 24.1.4 above the following services to be carried out in accordance with the principles of good estate management shall constitute the Building Services.

##### 24.2.1 Serviced Areas

To maintain the Serviced Areas

##### 24.2.2 Apparatus plant machinery etc

To maintain and operate all apparatus plant machinery and equipment comprised in or otherwise serving the Serviced Areas from time to time and the buildings housing them.

##### 24.2.3 Conduits

To maintain all Conduits within the Serviced Areas but (within the Building Common Parts) only those conduits the use of which is shared by the Premises with another Dwelling or Commercial Unit.

##### 24.2.4 Fire Alarms etc

To maintain any smoke and/or smoke fire alarms and ancillary apparatus and fire prevention and fire fighting equipment and apparatus and other safety equipment and ancillary apparatus and systems comprised in the Serviced Areas and in any event to maintain fire and smoke detection fire preventive and fire fighting equipment including sprinklers hydrants hose reels extinguishers fire alarms fire escapes and fire escape routes and general means of escape to the extent required to comply in relation to the Serviced Areas with statutory requirements and the requirements of responsible authorities or underwriters or insurance companies.

##### 24.2.5 Lighting

To keep lit at appropriate times all appropriate parts of the Serviced Areas.

##### 24.2.6 Roads Malls etc open

Without prejudice to any right of the Landlord or any management company hereunder so far as shall be reasonably practicable to keep open and unobstructed the access and circulation areas the halls corridors lifts escalators ramps stairs and other accessways and similar areas comprised in the Serviced Areas (subject only to (a) any temporary closure from time to time or (b) closure at such times as are necessary for reasons of security or reasonable operational purposes).



**24.2.7 Security surveillance and Visitor Control**

To provide security services and personnel including closed circuit television and/or other plant and equipment as deemed reasonably appropriate by the Landlord for the purpose of surveillance security and supervision of users of the Serviced Areas and to maintain such closed circuit television and other plant and equipment.

**24.2.8 Provision of signs and general amenities**

In the Landlord's discretion to provide and maintain direction signs and notices seats and other fixtures fittings chattels and amenities for the convenience of tenants and their visitors and for the enjoyment or better enjoyment of such parts of the Serviced Areas as are available from time to time for use by the occupiers of and visitors to the Building and/or members of the public.

**24.2.9 Ornamental features and gardens etc**

In the Landlord's discretion to provide and maintain hard and soft furnishings and Planting within the Serviced Areas including without limitation curtains carpets tables chairs sofas lighting sculptures architectural artistic or ornamental features pictures or murals

**24.2.10 Fixtures Fittings etc**

To provide and maintain fixtures fittings furnishings finishes bins receptacles tools appliances materials equipment and other things for the maintenance appearance up-keep or cleanliness of the Serviced Areas and the provision of the services set out in this Subsection.

**24.2.11 Windows**

As often as the Landlord may consider desirable to clean the exterior and interior of all windows and window frames in any building (or pane thereof) included in the Serviced Areas and the exterior of any window of the Building Common Parts and to provide and maintain cradles runways and carriages in connection with such cleaning.

**24.2.12 Refuse**

To provide and operate or procure the provision and operation of means of collection compaction and disposal of refuse and rubbish (including litter within the Serviced Areas and if necessary pest control) from the Serviced Areas and to provide and maintain plant and equipment for the collection compaction treatment packaging or disposal of the same.

**24.2.13 Fuel and Heating**

To provide or arrange the provision of water (including hot water) fuel oil gas heating cooling air conditioning ventilation electricity and other energy and supply services to the Building Common Parts as may be used in running or operating any service to the Serviced Areas or as may be distributed to occupiers of the Building including so far as appropriate standby power generators and plant.

**24.2.14 Cold water**

Maintaining any electromechanical apparatus and any other equipment relating to the supply of domestic cold water and sewerage services (if any) serving the Serviced Areas.

#### 24.2.15 Other Services

To provide such other services for the benefit of the Building or the convenience of the users or occupiers thereof as the Landlord or any management company may in accordance with the principles of good estate management consider desirable or appropriate.

#### SUBSECTION BIII - The Costs and Expenses

#### 24.3.1 Staff

The cost of staff (including direct or indirect labour) for the provision of services to the Serviced Areas and for the general management operation and security of the Serviced Areas and all other incidental expenditure including but not limited to:-

- 24.3.1.1 salaries insurance health pensions welfare severance and other payments contributions and premiums.
- 24.3.1.2 the cost of uniforms working clothes tools appliances materials and furniture furnishings stationery items and equipment (excluding telephones) for the proper performance of the duties of any such staff.
- 24.3.1.3 providing maintaining repairing decorating and lighting any accommodation and facilities for staff including any residential accommodation for staff employed on the Serviced Areas and all rates gas electricity and other utility charges in respect thereof and any actual or notional rent for such accommodation

#### 24.3.2 Common Facilities

The amount which shall require to be paid for or towards the costs charges fees and expenses in repairing maintaining and lighting as the case may be any access ways forecourts passages any walls or fences any structures conduits or other conveniences and easements whatsoever which may belong to or be capable of being used or enjoyed by the Building in common with any other property.

#### 24.3.3 Outgoings

All existing and future rates (including water and sewerage rates or charges and the cost of supply of metered water) duties charges assessments impositions and outgoings (whether parliamentary parochial local or of any other description and whether or not of a capital or non-recurring nature) payable in respect of the Serviced Areas or any part thereof.

#### 24.3.4 Statutory Requirements

The cost of carrying out any works to the Serviced Areas required to comply with any statute.

#### 24.3.5 Representations

The cost of taking any steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any statute concerning town planning rating public health highways streets drainage and all other matters relating or alleged to relate to the Serviced Areas or the Building as a whole or in which occupiers within the Building have a common interest.

#### 24.3.6 Fees of the Building Surveyor and the Accountant

The proper and reasonable fees costs charges expenses and disbursements of the Building Surveyor and the Accountant for or in connection with the performance of the duties ascribed to the Building Surveyor and the Accountant respectively under the provisions of this Lease.



**24.3.7 Management**

- 24.3.7.1 The proper and reasonable fees and disbursements of managing agents solicitors counsel surveyors engineers architects and other consultants employed or retained by the Landlord for or in connection with the general overall management and administration and supervision of the Building
- 24.3.7.2 A reasonable fee to the Landlord in connection with the management of the Building provided that the Landlord will not charge a fee insofar as such management is carried out by its managing agents and remunerated under the provisions of Clause 24.3.7.1.

**24.3.8 Insurance**

- 24.3.8.1 The Insurance Rent (as defined in the Head Lease) but excluding a due proportion thereof to be fairly and properly determined by the Landlord thereof which is referable to the insurance of the Car Park
- 24.3.8.2 The cost of insurance against loss of Building Service Charge for a period of five years or such longer period as the Landlord shall deem appropriate to effect
- 24.3.8.3 The cost of insuring all items used or provided in connection with the Services including without limitation all furniture soft furnishings carpets chattels and effects in the Serviced Areas and all plant machinery tools and equipment
- 24.3.8.4 Property owners liability and public liability or such other insurances as the Landlord may from time to time deem appropriate to affect
- 24.3.8.5 Works required to the Serviced Areas in order to satisfy the insurers of the Serviced Areas
- 24.3.8.6 Any amount which may be deducted or disallowed by the insurers pursuant to the excess provision in the Landlord's insurance policy upon settlement or adjudication of any claim by the Landlord provided that such excess shall be no greater than that generally applicable in the market for such insurance.

**24.3.9 Nuisance**

The costs of abating any nuisance or taking other steps to preserve the amenity of the Building for the benefit of tenants or occupiers of dwellings.

**24.3.10 Miscellaneous items**

- 24.3.10.1 Leasing or hiring any of the items referred to in Subsection BII or BIII of this Section.
- 24.3.10.2 Interest commission and fees in respect of any moneys included in Building Expenditure borrowed to finance the provision of services and any of the items referred to in Subsection BII or BIII of this Section.

**24.3.11 Generally**

Any costs and expenses (not referred to above) which the Landlord may incur in providing such other services and in carrying out such other works as the Landlord may deem desirable or necessary for the benefit of the Building or any part of it or the tenants or occupiers thereof or in the interest of good estate management.

**PART FIVE: SECTION C**

**25.**

**25.1 ESTATE SERVICE CHARGE AND CAR PARK SERVICE CHARGE**

- 25.1.1 In this Section C the words and phrases defined in the Head Lease shall be deemed to have the same meaning.

- 25.1.2 The Tenant will pay to the Landlord in advance by equal half yearly instalments on the Half Yearly Days during each Relevant Financial Year
- 25.1.2.1 the Parking Spaces Service Charge Percentage of the amount which comprises the Car Park Service Charge Percentage of the Relevant Estimated Expenditure payable by the Landlord to the Relevant Head Landlord pursuant to clause 9.2(a)(i) of the Relevant Head Lease
- 25.1.2.2 the Building Service Charge Percentage of the sum comprising the Relevant Estimated Expenditure (other than that relative to the Estimated Car Park Expenditure) payable by the Landlord to the Relevant Head Landlord pursuant to clause 9.2(a)(i) of the Building Head Lease.
- 25.1.3 If any further sums (in addition to those specified in the preceding Clause 25.1.2) are payable by the Landlord to the Relevant Head Landlord pursuant to clause 9.2(a)(ii) of the Relevant Head Lease as a result of any revision of the Relevant Estimated Expenditure then the Tenant will pay to the Landlord within fourteen days after written demand
- 25.1.3.1 insofar as the revised Relevant Estimated Expenditure is referable to the Car Park Head Lease the Parking Space Service Charge Percentage of the amount which comprises the Car Park Service Charge Percentage of such revised Relevant Estimated Expenditure
- 25.1.3.2 the Building Service Charge Percentage of any sum of revised Relevant Estimated Expenditure (other than Estimated Car Park Expenditure) referable to the Building Head Lease so payable by the Landlord to the Building Head Landlord.
- 25.1.4 If the Landlord shall be required to pay to the Car Park Head Landlord a sum by way of excess pursuant to clause 9.5(a) of the Car Park Head Lease in relation to the Relevant Expenditure the Tenant shall on demand pay the Parking Spaces Service Charge Percentage of such excess to the Landlord on demand and
- 25.1.5 If the Landlord shall be required to pay an excess for purposes of clause 9.5(a) of the Building Head Lease of any Relevant Expenditure (other than Car Park Expenditure) then the Tenant will pay to the Landlord on demand the Building Service Charge percentage of such excess.
- 25.1.6 If the Tenant has by virtue of payments made on account of service charge pursuant to Clause 25.1.2 and 25.1.3 contributed to an overpayment by the Landlord to the Relevant Head Landlord as specified in clause 9.5(b) of the Relevant Head Lease the Landlord will afford to the Tenant a credit (appropriate to the amount of the overpayment made by the Tenant) against the next payment pursuant to Clauses 25.1.2 or 25.1.3 from the credit due to the Relevant Landlord pursuant to clause 9.5(b) of the Relevant Head Lease.
- 25.2 The Tenant will pay to the Landlord by equal payments on the Half Yearly Days following demand the Parking Spaces Service Charge Percentage of a due proportion to be fairly and properly determined by the Landlord of the Insurance Rent (as defined in the Car Park Head Lease) referable to the Car Park (in so far as such Insurance Rent is not chargeable as a cost and expense referable to the Building Service Charge within Part Five Subsection BIII to the intent that the proportion of the Insurance Rent comprised in Part Five Subsection BIII together with the proportion so properly and fairly determined by the Landlord pursuant to this sub-clause shall in aggregate comprise one hundred per cent).

#### PART FIVE: SECTION D

#### 26. VARIATION IN SERVICE CHARGE AND PERCENTAGES

If due to any re-planning of the layout of the Estate or any part or parts thereof or the amount size or number of Properties to be provided in the Building or the units of residential or commercial



accommodation to be provided in the remainder of the Estate or their respective uses or if it should otherwise at any time become necessary or equitable to do so the Landlord may recalculate on an equitable basis the percentages appropriate to the Dwellings and Commercial Units comprised in the Building or the parking spaces in the Car Park and notify the Tenant of the variation appropriate to this Lease and in such case as from the date specified in any such notice the new percentage applicable to the Building Service Charge Percentage or the Parking Spaces Service Charge Percentage (as the case may be) notified to the Tenant shall be substituted for those set out in this Lease.

## **PART SIX: LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant from and including the date hereof until the Determination Of The Term:

### **27. QUIET ENJOYMENT**

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

### **28. HEAD LEASE**

To observe and perform the covenants on the part of the lessee contained in the Head Lease other than covenants to be observed by the Tenant contained in this Lease and to take all necessary or desirable steps to enforce the performance of the covenants on the part of the Head Landlord contained in the Head Lease (other than clause 5.3.2 of the Head Lease) so far as they are not to be observed by the Tenant under this Lease.

### **29. ENFORCEMENT**

If required by the Tenant for the reasonable protection of the Premises or the Parking Space take all necessary or reasonable steps to enforce or assist the Tenant in enforcing the said covenants entered into or to be entered into by a tenant of any one or more of the Properties PROVIDED THAT the Tenant shall (if required) indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Landlord may reasonably require.

### **30. LEASES OF OTHER DWELLINGS**

To ensure that any lease entered into by the Landlord with other tenants of the Dwellings contains the same restrictions or substantially the same as set out in the Third Schedule hereto.

## **PART SEVEN: COMPLIANCE WITH PART 5**

### **31. LANDLORD'S COVENANTS IN RELATION TO SERVICES**

31.1 From and including the date hereof until the termination of the Term and subject to the payment by the Tenant of the Building Service Charge Percentage of the costs of the Building Expenditure and sums on account as specified in Clause 23 the Landlord covenants with the Tenant to carry out the works and to do the acts and things set out in Part 5 Subsection B II hereto PROVIDED ALWAYS that:

31.1.1 The Landlord shall not be liable for any damage caused by any want of repair to the Building or defects therein for which the Landlord is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Landlord and

the Landlord has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice

31.1.2 Nothing in this covenant contained shall prejudice the Landlord's right to recover from the Tenant or any other person the amount or value of any loss or damage suffered by or caused to the Landlord or the Building by the negligence or other wrongful act or default of such person

31.1.3 The Landlord shall not be liable for any failure to provide employees and workmen necessary in connection with the Building if it shall have used all its reasonable endeavours to obtain them.

31.2 To take all necessary or desirable steps to enforce the Head Landlord's obligations in clauses 7 and 9 of the Head Lease to carry out the management and provision of the various services specified in clause 7 of the Head Lease and the due and proper administration certification and accounting for the various service charges set out in clause 9 of the Head Lease and at the reasonable request of the Tenant to produce or make available for inspection the service charge accounts obtained from the Head Landlord pursuant to the Head Lease.

31.3 To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in Part 5 which may be due from the lessees of the Dwellings or parking spaces in the Car Park.

## **PART EIGHT: AGREEMENTS AND DECLARATIONS**

### **32. RIVERSIDE FACILITIES**

The Landlord may at his discretion from time to time give notice to the Tenant specifying areas which will until further notice comprise Riverside Facilities or varying or amending such areas which notices shall have the effect of creating determinable licences in favour of the Tenant (together with the tenants and occupiers of other Properties) to use the Riverside Facilities for amenity purposes in common with others in accordance with the regulations from time to time published by the Landlord in connection with their use and subject to payment by the Tenant of charges as a tariff to be notified from time to time by the Landlord of all or any part of the Riverside Facilities (such payments being intended to defray the cost of servicing and maintaining the Riverside Facilities) provided that the Landlord may determine any such licence granted in relation to all or any part of the Riverside Facilities and withdraw the use of the same at any time at its discretion by not less than three calendar months notice in writing to the Tenant expiring at any time.

### **33. EASEMENTS**

33.1 The Tenant is not entitled to and the Premises or Parking Space do not enjoy any right of light or air which might restrict or interfere with the free use of any other property for building or any other purpose.

33.2 The operation of Section 62 of the Law of Property Act 1925 is excluded from the Lease and the only rights granted with the Premises or Parking Space are those expressly granted in the Lease.

### **34. COVENANTS**

34.1 Nothing contained or implied in the Lease gives the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition relating to other property (except other Dwellings as provided for in the Lease)

34.2 Each covenant in the Lease by the Tenant remains in full force at law and in equity notwithstanding any waiver or release temporarily or permanently revocably or irrevocably of any other covenant in the Lease or of any covenant affecting other property



35. LIABILITY

In the absence of negligence on its part the Landlord is not responsible to the Tenant or to anyone on or in the Estate with the Tenant's express or implied authority for any accident injury damage or loss.

36. NOTICES

A notice by one party ("the Sender") to another ("the Recipient") is duly served if in writing and either delivered to the Recipient or sent by recorded delivery post addressed to the Recipient at his address as stated in this deed or its then registered office if in the UK or such other address in the UK as is from time to time notified to the Sender in writing or in the case of the Tenant to the Premises.

37. CESSER OF RENT

In the event that any part of the Building or the Premises is destroyed or damaged so that the Premises or the access to it is wholly or partially unfit for occupation and use (and provided that the Head Landlord's insurance policy has not been wholly or partially invalidated as a result of the Tenant's or his invitee's actions or defaults) then the payment of Service Charge (or a fair proportion of it) shall be suspended until the Premises (and the safe access to it) has been reinstated for occupation and use and in the event of dispute such shall be referred to arbitration in accordance with Clause 38.

38. ARBITRATION

In the event of dispute pursuant to Clause 37 the same shall be determined by a single arbitrator to be appointed in default of agreement upon the application by either the Landlord or the Tenant by or on behalf of the President for the time being of the Chartered Institute of Arbitrators in accordance with the provisions of the Arbitration Act 1996.

**PART NINE: FORFEITURE**39. RIGHT OF RE-ENTRY

If any covenant or stipulation in the Lease which is to be performed or observed by the Tenant is not performed or observed then but subject first (provided that the breach is capable of remedy) to the Landlord having served at least 28 days prior written notice on any mortgagee of this Lease of which it has received notice in accordance with Clause 12 of its intention to re-enter and thereby giving such mortgagee an opportunity to remedy any breach as aforesaid the Landlord may at any time re-enter the Premises and the Parking Space or any part of them in the name of the whole whereupon this demise shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any antecedent breach of covenant).

**PART TEN: CERTIFICATE**

40. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £500,000.00



**THE FIRST SCHEDULE**  
**(Tenant's Rights)**

The following rights for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and any management company and all other persons having like rights) at all times and for all proper purposes:-

**1. Access**

1.1 To pass and re-pass with or without vehicles over and along all roads accesses egresses and pavements shown coloured brown on the Plans and intended for vehicular access but excluding those areas comprising individual car parking spaces so designated from time to time as car parking spaces by the Landlord or Head Landlord

1.2 To pass and re-pass on foot only over and along such roads accesses egresses pavements footpaths malls walkways concourses circulation areas staircases travelators escalators ramps and lifts as are shown coloured blue on the Plans or are otherwise comprised in the Building Common Parts and intended for pedestrian access but provided that this right in relation to all such accessways within the Building extends only to those accessways which are both within the Block in which the Premises are situate and which directly serve the Premises during such time as the same are not adopted by the highway or other relevant authority and become public thoroughfares and provided that the loading bay shown on Plan Number 3 shall only be used by motor vehicles for loading and unloading at times reasonably approved by the Landlord and for no longer than is reasonably necessary for this purpose.

**2. Gardens**

To use the Gardens for the purposes of general recreation.

**3. Conduits**

To free passage and running of water sewage surface water drainage gas electricity telecommunications and other services or supplies to and from the Premises (subject to the Tenant not overloading or damaging the same) in and through the Conduits in the Estate (including without limitation the Building) from time to time serving the Premises in common with the Landlord and all other persons having the like right **PROVIDED ALWAYS** that the Landlord may vary the route of add to extend vary stop up re-position or alter all or any such accessways amenities services or supplies specified in paragraphs 1 2 and 3 of this Schedule and the rights hereby granted shall thereupon apply to such accessways amenities services and supplies as so varied or altered subject to the Landlord at all times maintaining suitable and adequate accessways amenities services and supplies and the Landlord endeavouring to minimise any disruption caused in effecting such variation and endeavouring to ensure that so far as shall be reasonably possible no interruption in such services or supplies shall result.

**4. Support**

To support from any other part of the Building and the Estate protection and shelter for the benefit of the Premises from any other part of the Block and for the benefit of the Parking Space from any other part of the Estate.

**5. Escape Routes**

To enter the escape routes in the Common Parts (in times of emergency or during fire drills) for the purpose of escape from the Premises or Parking Space in an emergency or during fire drills.

**6. Rights granted in Riverside (Phase 1) Transfer**

As specified in paragraph 9 of the First Schedule to the Head Lease

7. **Bicycles**

In common with all others entitled to the like right to store one bicycle in any communal storage area which may from time to time be designated by the Landlord for the purposes of storage of bicycles such right to be exercised in accordance with such regulations as may be made from time to time by the Landlord provided that such right shall not be exercisable at any time when all storage spaces have been allocated or utilised and no storage space is available for use by the Tenant.

8. **Entry to Building Common Parts**

To enter the Building Common Parts with or without workmen to inspect maintain repair and renew any Conduits exclusively serving the Premises.

9. **Entry for Repair**

Such rights of access to and entry upon other parts of the Building at reasonable times save in case of emergency and on reasonable written notice as are necessary for the proper performance of the Tenant's obligations hereunder or for the repair decoration maintenance or inspection of the Premises the Tenant in exercising such rights causing as little damage as possible and making good any damage caused.

**THE SECOND SCHEDULE  
(Exceptions and Reservations)**

The following rights and easements are excepted and reserved out of the Premises and Parking Space to the Landlord the Head Landlord (where appropriate) their lessees employees and contractors and all other persons authorised by them or having the like rights and easements with plant and equipment as appropriate.

**1. Conduits**

To the free passage and running of water sewage surface water drainage gas electricity telecommunications and other services or supplies to and from the Retained Land in and through any of the Conduits which may at any time be in under or passing through or over the Premises or Parking Space.

**2. Entry**

At all reasonable times upon reasonable prior written notice except in cases of emergency to enter the Premises or Parking Space in order to:-

- 2.1 inspect cleanse maintain repair connect to remove lay renew re-lay replace with others alter or execute any works whatsoever to or in connection with the Conduits and any other services not exclusively serving the Premises and/or Parking Space
- 2.2 execute repairs decorations alterations replacement and other works and to make installations to the Retained Land or to do anything whatsoever which the Landlord may do under this Lease or the Head Lease
- 2.3 carry out any work required for the purposes either of the Building Services or of the various services comprised in clause 9 and the Fourth Schedule to the Head Lease

**PROVIDED THAT** the Landlord or the person exercising the foregoing rights shall cause as little inconvenience or damage as reasonably practicable and shall make good without delay any damage thereby caused to the Premises or Parking Space.

**3. Support**

To support protection and shelter from the Premises and Parking Space.

**4. Building on the Retained Land**

At any time hereafter to build on or otherwise develop or make any alterations or additions or execute any other works to the Retained Land or any other land or premises adjoining or in the vicinity of the Estate in such manner as the Landlord or the person exercising the right shall think fit notwithstanding that the same may obstruct affect or interfere with the passage of light or air to the Premises or the Parking Space.

**5. Alteration of Common Parts**

To alter add to extend vary stop-up reposition or make any alterations either to the Common Parts or any part or parts thereof from time to time if the Landlord shall reasonably deem it desirable to do so for the more efficient management security and operation of the Estate (including the Building and Car Park) or for the use or enjoyment of the owners lessees and occupiers of the Estate (including the Building and Car Park) but not so that the Tenant's use and occupation of the Premises or Parking Space is thereby materially adversely affected.

**6. Use of Common Parts**

To regulate and control the use of the Common Parts and in particular (but not by way of limitation) to:



- 6.1 make reasonable regulations for the control regulation and limitation of traffic thereon or on any part thereof (including regulations provided for the removal or immobilisation of vehicles parked or left unattended in areas where the same is prohibited) and to erect such signs as may be appropriate;
- 6.2 use those parts of the Common Parts suitable for the purpose for displays exhibitions or other forms of promotion and other activity and to maintain thereon such garden features appurtenances and fittings of ornament or utility in all cases as the Landlord or Head Landlord may from time to time think fit so long as the same shall not be contrary to the principles of good estate management nor materially adversely affect the Tenant's use and occupation of the Premises and Parking Space.

7. **Rights Under Covenant**

All rights which the Tenant covenants to permit under Clause 16.

**THIRD SCHEDULE**  
**Restrictions**

1. Not to do anything in the Premises or the Parking Space which is not consistent with the use of the Block as a block of high class flats nor to allow anyone else to do so. This includes although it is not limited to:-
  - 1.1 Not allowing a television or radio set equipment for reproducing recorded sound or musical instrument to be heard outside the Premises or Parking Space.
  - 1.2 Not holding any political religious fund raising or charitable meeting attended by more than five people in the Premises or Parking Space.
  - 1.3 Not hanging or displaying clothes linen or furnishings outside the Premises or on the balcony/or terrace thereof or in the Parking Space.
  - 1.4 Not keeping any animal insect arachnid reptile or bird in the Premises or Parking Space unless the Landlord has agreed. That agreement may be withdrawn at any time without a reason being given.
  - 1.5 Not allowing the Premises or Parking Space to be used for any illegal or immoral purposes.
  - 1.6 Not inviting the public generally or any specified section of it to come to the Premises or Parking Space nor use it for a purpose which attracts casual callers.
  - 1.7 Not leaving on the balconies or terraces any article or thing of any kind which in the opinion of the Landlord is unsightly or dangerous to other tenants the Landlord's property licensees or invitees of the Landlord or any person passing underneath such balconies.
  - 1.8 Not permitting any noisy works of repair to the Premises to be carried out except between the hours of 9 am and 1pm and 2pm and 5pm Monday to Friday inclusive and 9am and 12pm on Saturdays.
  - 1.9 Not permitting any act to the nuisance annoyance or damage of the Landlord or which may prejudicially affect or depreciate the amenities to the Building or Common Parts or the Landlord's property or the Head Landlord's property.
2. When using any other parts of the Estate (including the Common Parts and Car Park) neither the Tenant nor any member of the Tenant's household may
  - 2.1 Make any unnecessary noise.
  - 2.2 Leave any litter except in a receptacle provided for it.
  - 2.3 Leave any furniture package pram bicycle toy or other article there nor allow any to be left.
  - 2.4 Use the lift in contravention of any regulation displayed in or near it.
  - 2.5 Play any games.
3. In using any other parts of the Estate (including the Common Parts and the Car Park) neither the Tenant nor any member of the Tenant's household are to:-
  - 3.1 Contravene any reasonable parking or traffic regulation arrangement displayed on notices there.
  - 3.2 Allow any vehicle to make unnecessary noise.
  - 3.3 Cut or damage any shrubs or trees or pick any flowers.
4. The Tenant shall not display any signs outside the Premises or Parking Space or which are visible from outside the Premises or Parking Space nor display or hang any window boxes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Premises or Parking Space.
5. The Tenant shall not carry out any works of repair or maintenance to any private motor vehicle parked in the Parking Space or drain oil therefrom or allow oil or other fluids to escape in any material quantities.

6. The Tenant shall not allow any caravan trailer or boat to be brought into the Car Park or onto the Parking Space or permit any private motor vehicle to be left in the Car Park other than in the Parking Space.
7. The Tenant shall not store or handle petrol or other inflammable substances in the Premises or Parking Space other than in the tank of any private motor vehicle parked on the Parking Space.
8. The Tenant shall in each month properly clean the inside of the window glass of the Premises in respect of the windows visible from the exterior of the block.

**FOURTH SCHEDULE**  
**PART I**  
**Deed of Covenant :**  
**Assignment**

This Deed of Covenant is made the \_\_\_\_\_ day of **BETWEEN** (1)  
 (hereinafter called the Landlord which expression bears the meaning ascribed to it by the Lease) and  
 (2) (hereinafter called the Covenantor)

**WHEREAS** this deed is entered into pursuant to the provisions of Clause 11.2 of the Lease dated relating to Flat [Hanover House 32] [Belgrave Court 36] [Eaton House 38] [Berkeley Tower 48] and Parking Space at Westferry Circus Canary Wharf London E14 ("the Assignment") and made between **CANARY RIVERSIDE DEVELOPMENT PTE LIMITED (1)** and (2) ("the Lease").

**NOW THIS DEED WITNESSETH** as follows:-

1. The Covenantor hereby covenants with the Landlord insofar as permitted by law and insofar as the Covenantor is not automatically bound by law that with effect from the date when the Lease is transferred to the Covenantor and during any period when the Covenantor is bound by the Tenant's covenants and other terms of the Lease including any statutory extension and continuation hereby the Covenantor will pay the rent first thereby reserved and the Service Charge as defined in the Lease and observe and perform the covenants on the part of the Tenant and the conditions therein contained.
2. The address for service in the United Kingdom of the Covenantor for the purposes of Clause 36 of the Lease is
3. In this Deed where the context so admits:-
  - 3.1 Where two or more persons are included in the expression "the Covenantor" the covenants herein contained on the part of such persons shall be joint and several
  - 3.2 The masculine gender shall include the feminine gender and the singular number shall include the plural number
  - 3.3 Covenants given by the Covenantor are given by the Covenantor for himself and his successors in title to the Landlord and the Landlord's successors in title.

In Witness whereof the Covenantor has hereunto executed this Deed the day and year first before written

SIGNED as a Deed by the  
 Covenantor in the presence of:-

Witness Name: \_\_\_\_\_ Signature

Witness Address:

Witness Occupation:



**PART 2  
Deed of Covenant  
Underlessee**

This Deed of Covenant is made the \_\_\_\_\_ day of \_\_\_\_\_ between (1) (hereinafter called "the Landlord") which expression bears the meaning ascribed to it by the Lease and (2) \_\_\_\_\_ (hereinafter called "the Covenantor")

**WHEREAS**

1. This deed is entered into pursuant to the provisions of Clause 11.7 of the Lease dated \_\_\_\_\_ and made between CANARY RIVERSIDE DEVELOPMENT PTE LIMITED (1) and \_\_\_\_\_ (2) ("the Lease") relating to Flat [Hanover House 32] [Belgrave Court 36] [Eaton House 38] [Berkeley Tower 48] and Parking Space \_\_\_\_\_ at Westferry Circus Canary Wharf London E14 ("the Assignment")
2. The Covenantor is the Tenant/Lessee pursuant to an Underlease (hereinafter called the Underlease) dated \_\_\_\_\_ and made between \_\_\_\_\_ (1) and \_\_\_\_\_ (2) for a term of \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ at a rent of £ \_\_\_\_\_ per week/calendar month/annum and the Tenant's proportion as defined in the Lease

**NOW THIS DEED WITNESSETH as follows:-**

1. The Covenantor hereby covenants with the Landlord that with effect from the date of the Underlease and during the residue of the term created by the Underlease the Covenantor will pay the Rents and Service Charge thereby reserved and observe and perform the covenants on the part of the Tenant and the conditions therein contained.
2. The address for service in the United Kingdom of the Covenantor for the purposes of Clause 36 of the Lease is \_\_\_\_\_
3. In this Deed where the context so admits
- 3.1 Where two or more persons are included in the expression "the Covenantor" the covenants herein contained on the part of such persons shall be joint and several
- 3.2 The masculine gender shall include the feminine gender and the singular number shall include the plural number
- 3.3 Covenants given by the Covenantor are given by the Covenantor for himself and his successors in title to the Landlord and the Landlord's successors in title.

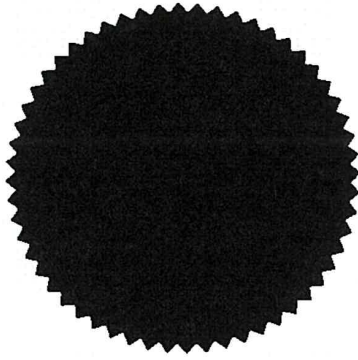
**IN WITNESS** whereof the Covenantor has hereunto executed this deed the day and year first before written

Signed as a Deed by the  
Covenantor in the presence of:-

Witness Name: \_\_\_\_\_ Signature \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_



The common seal of CANARY RIVERSIDE  
DEVELOPMENT PTE LIMITED  
was affixed in the presence of:

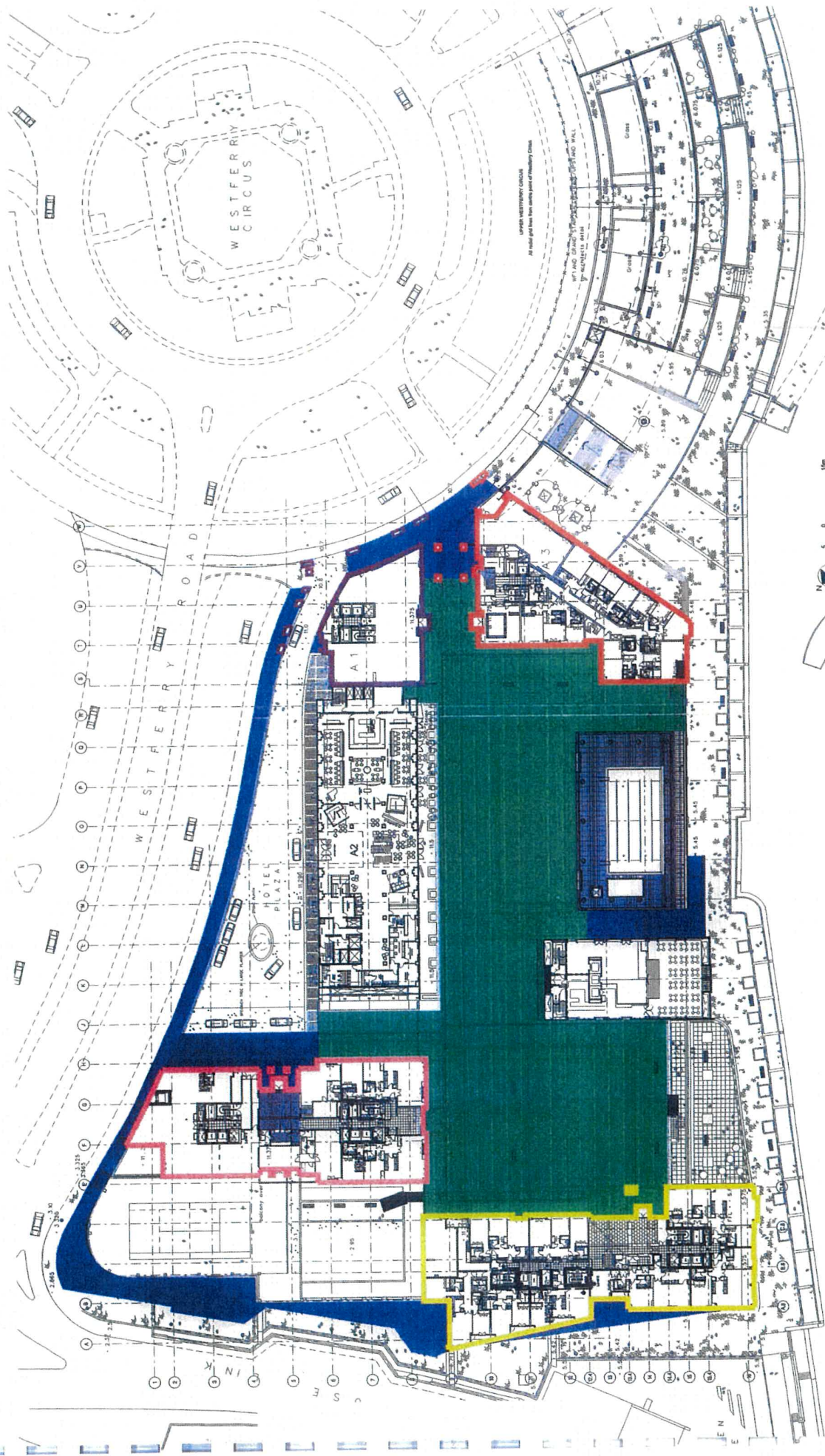
*[Handwritten signature]*

Signature of director

*[Handwritten signature]*

Signature of director



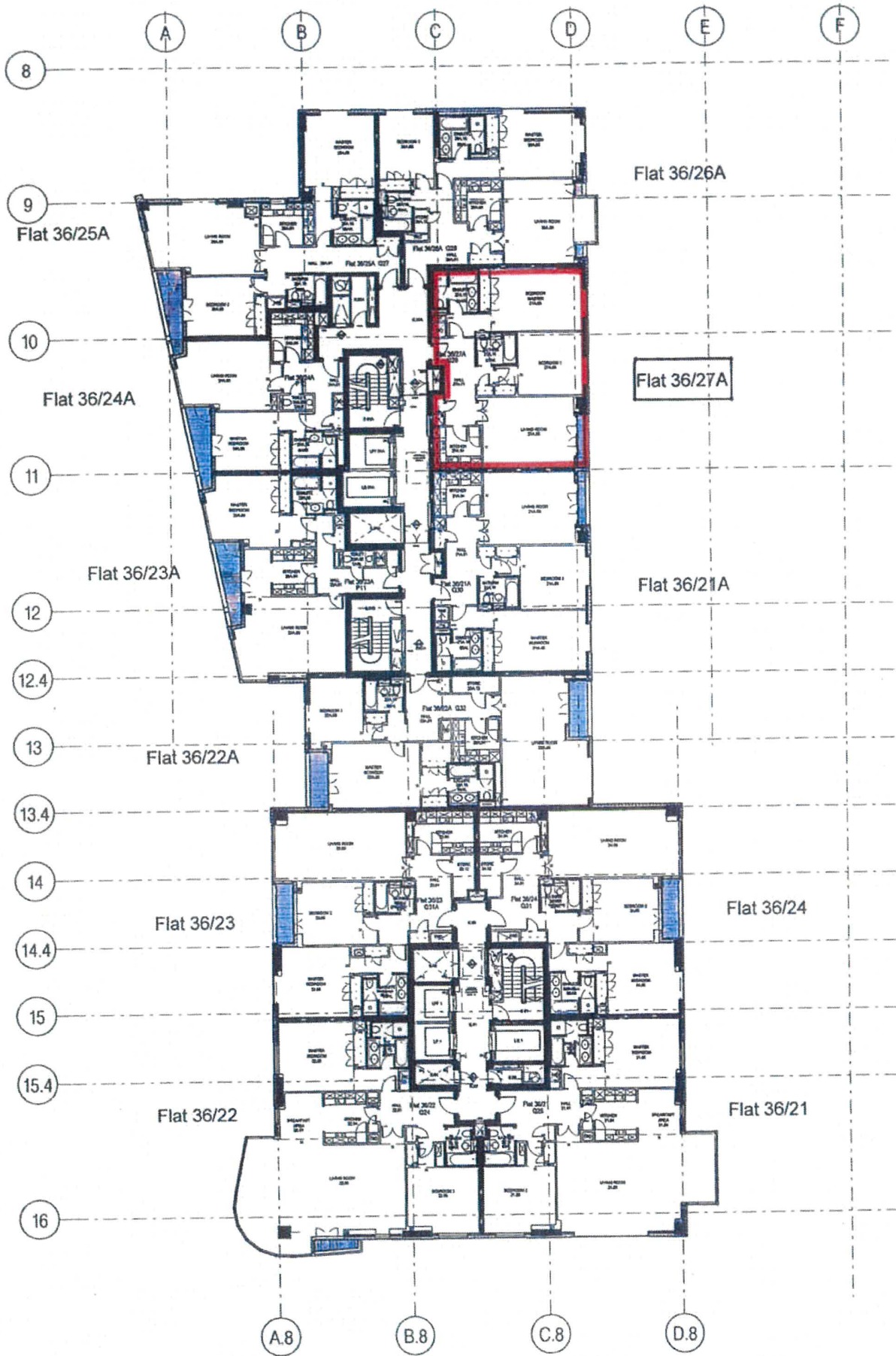


CANARY RIVERSIDE - PHASE 1  
 LEGAL DOCUMENTATION  
 PODIUM LEVEL  
 PLAN 1  
 20 SEPTEMBER REV 08



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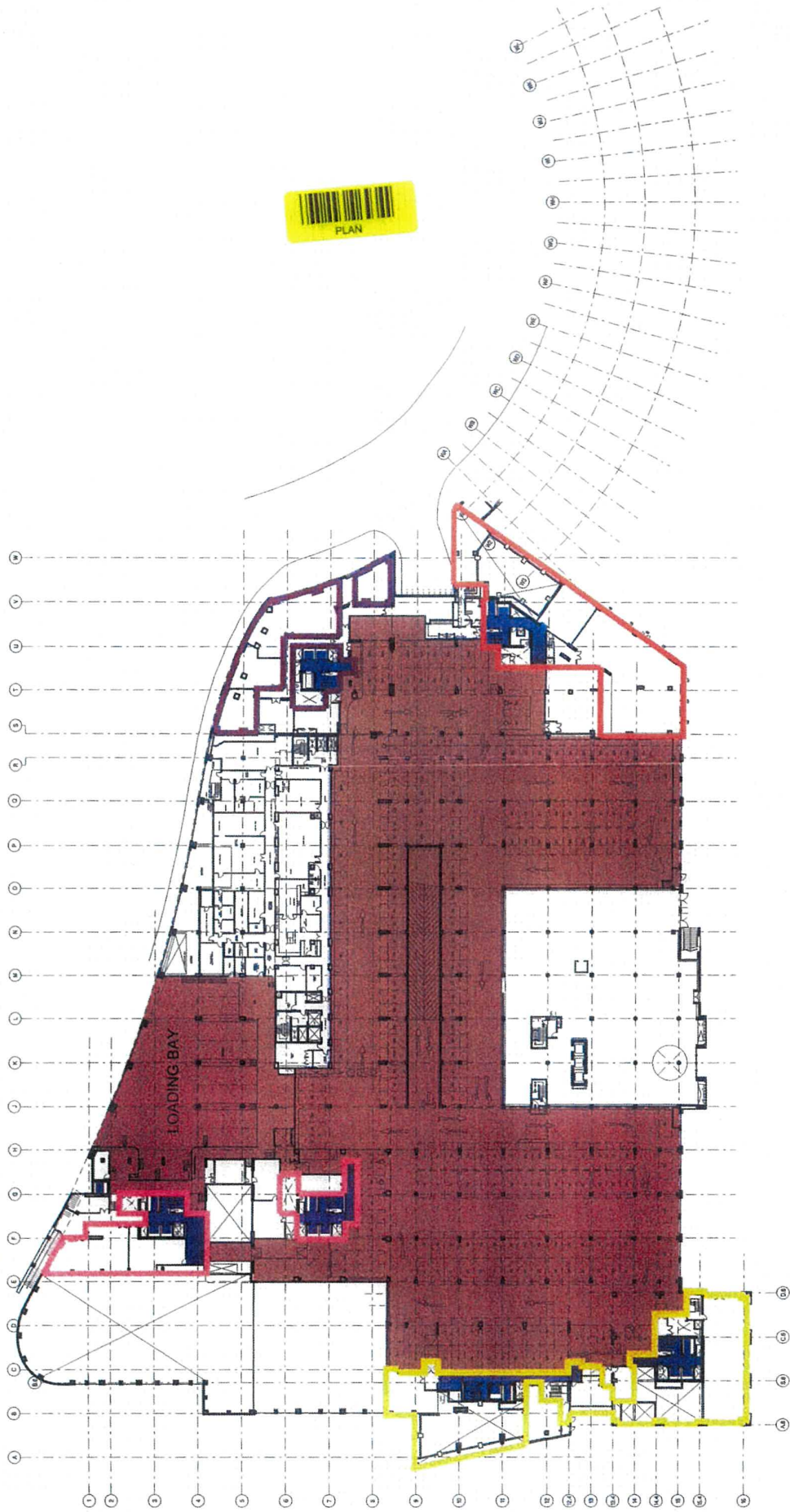




BELGRAVE COURT 36 WESTFERRY CIRCUS LONDON E14  
 PLAN 2 revision A

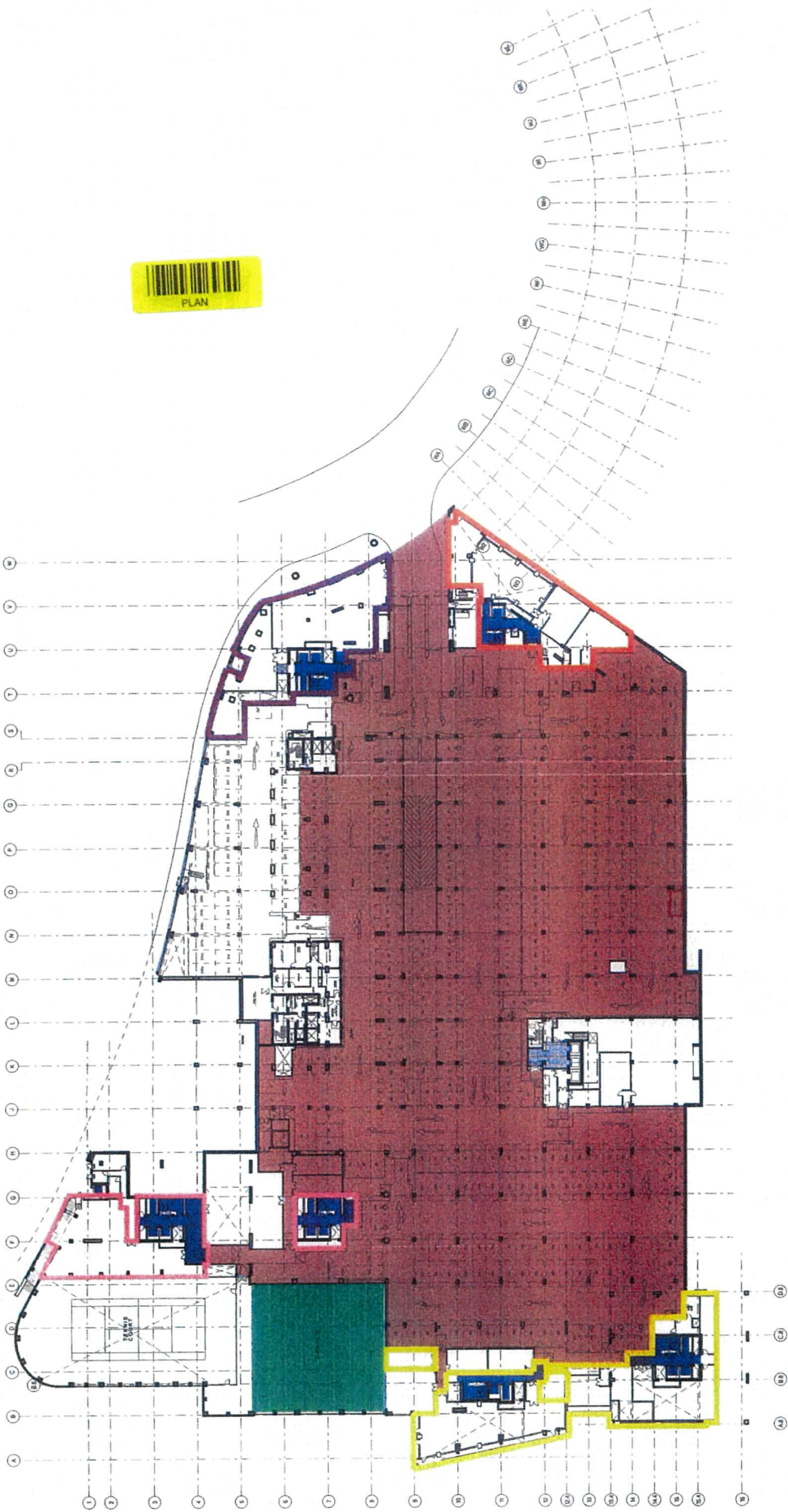
*edhops*  
*July*





CANARY RIVERSIDE - PHASE 1  
 LEGAL DOCUMENTATION  
 BELOW PODIUM UPPER LEVEL -1 LEVEL 7.1  
 PLAN 3  
 20 SEPTEMBER REV 07

*collage*



CANARY RIVERSIDE - PHASE 1  
LEGAL DOCUMENTATION  
BELOW PODIUM LOWER LEVEL -2 LEVEL 3.1  
PLAN 4  
20 SEPTEMBER REV 06

*Handwritten signature*