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Lease for flat 23
supplied by MRJ to
West London County
Court with
claim

LAND REGISTRY
LAND REGISTRATION ACTS 1925-1988

Ac repost = same for my lease
Ac repost subsidiary of Langhaven Holdings

LEASE OF PART
PATRICK MAY O'CONNOR WAS a director
And, until 2003 A restriction on the head lease
stated his name

Greater London Borough : Royal Borough of Kensington and Chelsea
Title Number : NGL 373333
Property : Jefferson House, 11 Basil Street

THIS UNDERLEASE is made the *twenty fifth* day of *January* One thousand nine hundred and ninety-five

BETWEEN ACREPOST LIMITED whose registered office is situate at 39 South Street, London, W1 (hereinafter called "the Lessor") of the one part and
Ave (hereinafter called "the Lessee") of the other part

WHEREAS

- (1) The Lessor is registered at H M Land Registry under the Title Number above-mentioned as proprietor with Absolute Title of the Leasehold property known as Jefferson House 11 Basil Street in the Royal Borough of Kensington and Chelsea (hereinafter called "the Building") and is desirous of letting parts of the Building as flats
- (2) It is the intention of the Lessor (in so far as this has not already been done) to demise flats comprised in the

Building upon terms similar to those herein contained AND to impose in respect of each flat the restrictions and regulations (hereinafter called "the Restrictions and Regulations") set out in the Fifth Schedule hereto and covenants similar to those contained in Clauses 2(8) and 2(9) hereof provided that the Lessor shall be free to grant a Lease of tenancy or effect such other disposition of any other part of parts of the Building on such terms as it shall think fit

NOW THIS DEED WITNESSETH as follows: -

[Note: 1995!]

1. IN consideration of the sum of THIRTY-ONE THOUSAND, TWO HUNDRED AND FIFTY POUNDS (£31,250) paid to the Lessor by the Lessee on the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be observed and performed the Lessor hereby demises unto the Lessee ALL THAT the Flat shown on the plan annexed hereto and thereon edged red (hereinafter called ("the Flat") numbered 23 on the second floor of the Building together with the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto and including the surfaces of the ceilings and floors of the Flat and the glass of the windows of the Flat and the interior faces of such parts of the external and internal walls as bound the Flat and the rooms therein TOGETHER ALSO in common with the Lessor and all other persons entitled thereto the easements rights and privileges mentioned in the First Schedule hereto BUT SUBJECT as therein mentioned AND SUBJECT ALSO

(i) to all rights easements and quasi-easements and privileges to which the Building is or may be subject and

(ii) to the provisions contained or referred to in the documents mentioned in the Third Schedule to a Lease

dated 31st March 1980 and made between The British Petroleum Pension Trust Limited (1) and Barwick Investments Limited (2) (hereinafter called "the Superior Lease") so far as they affect the Flat

2)

EXCEPTING AND RESERVING from the Flat the main structural parts of the Building including the roof foundations structural walls and external parts thereof AND ALSO EXCEPTING AND RESERVING the rights mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for a term commencing on the 28th day of September One thousand nine hundred and seventy-nine and terminating on the 1st September Two thousand and fifty-two (hereinafter called "the Term") paying therefor during the Term FIRST the yearly rent specified in the Third Schedule hereto applicable to the review dates namely 28th September 1997 and 28th September 2027 by equal half yearly payments (and so in proportion for any less period than one half-year) in advance on the 24th day of June and the 25th day of December in each year a first proportionate payment to be made on the execution of this Lease for the half-year ending on the 23rd June next and SECONDLY the annual service charges (payable and recoverable as rent) referred to in clause 2(2) of this Lease such additional sums to be paid at the times and in the manner hereinafter specified

3)

2. THE Lessee hereby covenants with the Lessor and as a separate covenant with and for the benefit of the lessees or occupiers of the other flats in the Building as follows:-

- (1) To pay the rent first hereinbefore reserved at the times and in manner aforesaid without any deduction or abatement
- (2) (a) To pay to the Lessor without any deduction an additional sum (payable and recoverable as rent) in respect of every financial year of the Lessor an annual service charge (hereinafter called "the Service Charge") of an amount determined as

hereinafter provided and payable at the times and in the manner hereinafter mentioned

- (b) For the purpose hereof the expression "financial year" in relation to the Lessor means the period from the 1st day of January r to the 31st day of December in each year or such other annual period as the Lessor may in its discretion from time to time determine as being that for which the accounts of the Lessor relating to the Building shall be made up and the expression "relevant financial year" in relation to the determination of the Service Charge means the financial year of the Lessor for which the amount of the Service Charge is being determined

- (c) (i) the amount of the Service Charge payable by the Lessee for each financial year of the lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor) of the aggregate amount of the costs expenses and outgoings incurred by the Lessor during such financial year in respect of the heads of expenditure particulars whereof are set out in the Fourth Schedule hereto (hereinafter called "the Fourth Schedule Expenditure")

- (ii) The Lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with the due performance and observance of its obligations herein

- (iii) PROVIDED ALWAYS and it is HEREBY AGREED that the costs charges and expenses incurred by the Lessor and in respect of which a proportion of the cost is

recoverable from the Lessee hereunder shall not include any sum paid or payable by the Lessor in respect of any flat which would have been payable by the Lessee of that flat had that flat been let upon terms similar to those herein contained

(d) As soon as practicable after the end of each financial year of the Lessor the Lessor shall cause the amount of the Service Charge payable by the Lessee for such financial year to be determined by an accountant (hereinafter called "the Accountant") who shall be a member of a body of accountants established in England and for the time being recognised for the purposes of Section 389(1) of the Companies Act 1985 by the Secretary of State) to be appointed by the Lessor

(e) For the purposes hereof the costs expenses and outgoings incurred by the Lessor as aforesaid during the relevant financial year of the Lessor shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the Lessor during the relevant financial year in respect of the Fourth Schedule Expenditure but also a sum or sums (hereinafter called "the Contingency Payment") on account of any other costs expenses and outgoings (not being of an annually recurring nature) which the Lessor shall have incurred at any time prior to the commencement of the relevant financial year or shall expect to incur at any time after the end of the relevant financial year in respect of the said Fourth Schedule Expenditure as the Accountant may in his reasonable discretion consider it reasonable to include (whether by way of

amortization of costs expenses and outgoings already incurred or by way of provision for expected future costs expenses and outgoings) in the amount of the Service Charge for the relevant financial year

(f) As soon as the Accountant shall have determined the amount of the Service Charge payable by the Lessee for the relevant financial year of the Lessor the Accountant shall prepare a written statement (hereinafter called "the Accountant's Certificate") containing a summary of the costs expenses and outgoings incurred by the Lessor during the relevant financial year together with any future sums indicated by the Accountant pursuant to Clause 2(2)(c) hereof in respect of the said Fourth Schedule Expenditure and specifying the amount of the Service Charge payable by the Lessee as aforesaid and in the Accountant's Certificate the Accountant shall certify:

(i) that in his opinion the said summary represents a fair summary of the said costs and outgoings set out in a way which shows how they are or will be reflected in the Service Charge

(ii) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him

(iii) that the sum specified as aforesaid represents the amount of the Service Charge payable by the Lessee for the relevant financial year of the Lessor

- (g) In the event of any dispute arising between the parties in connection with the Accountant's Certificate or with any interim Service Charge payment such matters in dispute shall be referred to an independent surveyor who shall in the absence of agreement between the parties hereto be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Acts 1850 and 1979 or any statutory modification or re-enactment thereof for the time being in force and the cost of such arbitration shall be borne as directed by the said independent surveyor
- (h) The Lessee shall if required by the Lessor with every half-yearly payment of the rent first reserved hereunder pay to the Lessor such sum in advance and on account of the Service Charge as the Lessor or its agents shall from time to time specify at its or their discretion to be a fair and reasonable interim payment
- (i) As soon as practicable after the end of each financial year of the Lessor the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for such financial year together with a copy of the Accountant's Certificate due credit being given in such account for any interim payment made by the Lessee in respect of such financial year pursuant to Clause 2(2)(h) hereof and upon the furnishing of such account there shall be paid by the Lessee to the Lessor the Service Charge or any balance thereof stated to be payable or there shall be repaid by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment save in so far as such interim payment relates to the

sum or sums secondly mentioned in Clause 2(2)(e) hereof as the case may require

- (j) It is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Lessee of any such interim payment as aforesaid but nothing herein contained shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Accountant's Certificate had not been furnished to the Tenant at the time such action was commenced subject nevertheless to the Lessor establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Service Charge ultimately payable by the Lessee
- (k) Provided always and notwithstanding anything herein contained it is agreed and declared as follows:
- (i) the amount of the Service Charge for the financial year of the Lessor current at the date of execution of this Lease shall be a proportionate amount for the period commencing on the said date of execution and ending on the date of expiration of such financial year
- (ii) the amount of the Service Charge for the financial year of the Lessor current at the date of expiration or earlier determination of the Term shall be a proportionate amount for the period commencing on the date of commencement of