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DATED 4th February 2000

We hereby certify
this to be a true copy
of the original

Marnel Swales
31/5/00

COASTLANDS LIMITED (1)

and

Q *Peter* **ALEXANDER MORRISON AND JUDITH FEIGENBLAT (2)**

LEASE

in respect of
Flat 1
Basil Court
1 Station Road
New Barnet
Hertfordshire

ROSS & CRAIG
Solicitors
12A Upper Berkeley Street
London W1H 7PE

Ref: DJP/TLW/Flat 1
Date: 3 September 1999
Doc: LEASE

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HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1988



London Borough : Barnet

Freehold Title Number : NGL4 18

Leasehold Title Number : [REDACTED]

Property : Flat 1 Basil Court 1 Station Road New Barnet

Date : 4th February 2000

THIS LEASE made between :-

(1) **COASTLANDS LIMITED** of PO Box 273 Douglas Isle of Man IM99 1YU (hereinafter called "the Landlord") of the one part and

PETER

(2) **ALEXANDER MORRISON and JUDITH FEIGENBLAT** both of 30 Ben Zion Boulevard Tel Aviv Israel (hereinafter called "the Tenant") of the other part

AND IN CONSIDERATION of the sum of SIXTY SEVEN THOUSAND POUNDS (£67,000) now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and of the rents hereby reserved and the covenants on the part of the Tenant and the conditions hereinafter contained

WITNESSES as follows:-

1. (a) IN this Deed the following expressions have the following respective meanings:-

"the Block" means the block of flats known as Basil Court 1 Station Road New Barnet and shall include all additions amendments and alterations made thereto during the Term

"the Flat" means the flat numbered 1 on the ground floor of the Block and for purposes of identification shown on the Plan including for the purpose of obligation as well as grant those parts described in the First Schedule hereto as included but excluding those parts therein described as excluded

"the Parking Spaces" means the areas within the Block to be allocated by the Landlord at its absolute discretion from time to time for the parking of private motor cars

"the Rent" means the annual sum of ONE HUNDRED AND FIFTY POUNDS (£150.00)

"the Service Charge Proportion" means the fair proportion determined by the Landlord (acting reasonably) of the Service Charge attributable to the Flat

"the Common Parts" means such parts of the Block as are for the time being not comprised or intended in due course to be comprised in any Lease granted or to be granted by the Landlord

"the First Service Charge Payment" means the sum of FIVE HUNDRED POUNDS (£500.00)

"the Plan" means the plan annexed hereto

"the Term" means the term of 999 years from the 1st day of January 1998

"the Perpetuity

Period"

means 80 years from the 1st day of January 1998

- (b) The expression "the Landlord" includes where the context so admits the person for the time being entitled to the reversion immediately expectant on the determination of the Term
- (c) The expression "the Tenant" includes where the context so admits his successors in title to the Term

2. THE LANDLORD DEMISES to the Tenant ALL THAT the Flat TOGETHER WITH the appurtenant rights set forth in the Second Schedule hereto but EXCEPT AND RESERVING the rights set forth in the Third Schedule hereto TO HOLD the same to the Tenant for the Term SUBJECT TO AND (where appropriate) WITH THE BENEFIT OF the rights covenants and other matters set out or referred to in the Property and Charges Registers of Title Number NGL4 insofar as the same are still subsisting and affect the Flat YIELDING AND PAYING therefor to the Landlord during the Term the Rent payable by yearly instalments in advance on the First day of January in each year without any deduction the first of such payments being a proportionate part to be made on the execution hereof AND ALSO YIELDING AND PAYING therefor to the Landlord during the Term by way of additional rent the monies payable by the Tenant pursuant to paragraphs 9 and 10 in the Fourth Schedule hereto

3. THE TENANT COVENANTS with the Landlord to perform and observe the obligations set out in the Fourth Schedule hereto

4. THE TENANT FURTHER COVENANTS with the Landlord and with the tenants from time to time of all other parts of the Block to perform and observe the stipulations set out in the Fifth Schedule hereto to the intent that such stipulations shall be mutually enforceable between the Tenant and the said tenants of other parts of the Block

5. THE LANDLORD COVENANTS with the Tenant that subject to the payment by the Tenant of the service charge proportions by this Lease covenanted to be paid it will perform and observe the obligations set out in the Sixth Schedule hereto

6. THE LANDLORD FURTHER COVENANTS with the Tenant that Leases of the other flats in the Block shall (if granted) be on similar terms and conditions and containing similar rights exceptions and reservations (mutatis mutandis) as are hereinafter contained with such amendments as the Landlord considers reasonable and to perform and observe the obligations set out in of the Seventh Schedule hereto

7. IT IS AGREED AND DECLARED as follows:-

- (1) IF the Rent or any additional rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty-one days after becoming due (whether or not legally or formally demanded) or if the Tenant shall fail or neglect to perform any of the covenants on his part herein contained then and in any such case it shall be lawful for the Landlord or any person authorised by the Landlord in that behalf to re-enter the Flat or any part thereof in the name of the whole and thereupon the Term shall cease and determine but without prejudice to any rights of action or remedy of the Landlord in respect of any antecedent breach of any of the said covenants
- (2) If the Rent or any additional rent hereby reserved or any other payment due hereunder or any part thereof shall at any time be in arrear and unpaid for seven days after becoming due (whether or not legally or formally demanded) such sum shall bear interest from the date upon which the same became due and payable until the date upon which the same shall actually be paid at a rate of four per centum (4%) per annum above the base rate for the time being of the Landlord's Bankers and such interest shall be deemed to be additional rent due from the Tenant to the Landlord and be recoverable as such

- (3) Insofar as Value Added Tax and/or any other tax duty or assessment shall be due at any time in respect of any sum payable from time to time by the Tenant hereunder the Tenant shall when paying such sum in addition thereto pay and discharge such Value Added tax or other tax duty or assessment
- (4) If and whenever and for so long as the Tenant shall for the time being consist of two or more persons then all liabilities and obligations of the Tenant hereunder shall be joint and several liabilities and obligations of such persons
- (5) The masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa where the context so admits
- (6) Any notice served under or in connection with this Lease shall be properly served if it complies with either Section 196 of the Law of Property Act 1925 (as amended) or Section 23 of the Landlord and Tenant Act 1927 PROVIDED THAT any notice served on the Tenant at the Flat shall only be effective if a copy is sent to such address (if any) communicated to the Landlord by notice in writing from time to time

8. FOR the sake of clarity the Landlord and the Tenant acknowledge that notwithstanding anything herein contained or implied:-

- (1) in the management of the Block and the performance of the obligations of the Landlord hereinafter set out the Landlord shall be entitled to employ or retain the services of any employee agent consultant service company contractor engineer or other adviser of whatever nature as the Landlord may require and the expenses incurred by the Landlord in connection therewith shall be deemed to be an expense incurred by the Landlord in respect of which the Tenant shall be liable to make an appropriate contribution under the provisions set out in paragraph 9 in the Fourth Schedule hereto

- (2) so far as permitted by law and save to the extent that the same may be covered by any insurance effected by the Landlord (if at all) the Landlord shall be under no liability either to parties hereto or to any strangers to this Lease who may be permitted to enter upon the Block for any accident happening or injuries sustained or for any loss of or damage to goods or chattels in or on the Block or any part thereof whether arising from the negligence of the Landlord or that of any servant or agent or independent contractor of the Landlord or otherwise
- (3) the Landlord (here meaning Coastlands Limited only) shall cease to be liable under any of the provisions herein contained or implied after it (the said Coastlands Limited) shall have disposed of the reversion immediately expectant upon the Term (notwithstanding the date upon which such liability (if any) may have arisen)

It is certified that the transaction effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £250,000

IN WITNESS whereof the parties hereto have executed this instrument as their Deed the day and year first before written

THE FIRST SCHEDULE

Description of the Flat

The Flat INCLUDES:-

- (a) the internal plastered coverings and the plasterwork of the walls bounding the Flat and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such walls doors frames and window frames) and the glass fitted in such window frames
- (b) the plastered coverings and the plasterwork of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and

partitions and (to the extent that the same are non-structural and non-load bearing) such walls and partitions

- (c) the plastered coverings and the plasterwork of the ceilings of the Flat (but nothing above such ceilings) and the surface of the screed covering the floors of the Flat (but nothing below such floors)
- (d) all conduits which are laid in any part of the Block and serve exclusively the Flat and all fixtures and fittings in or about the Flat and not hereafter expressly excluded from this demise

BUT EXCLUDES:-

- (i) any part or parts of the Block (other than any conduits expressly included in this demise) lying above the said surface of the ceilings or below the said floor coverings and any of the main timbers of the Block and any of the structural walls or structural partitions thereof (whether internal or external) and such of the plastered surfaces thereof and the doors and door frames fitted therein as are not expressly included in this demise and any conduits in the Block which do not serve the Flat exclusively
- (ii) all parts of the main structure of the Block not expressly included in this demise

THE SECOND SCHEDULE
Rights Appurtenant to the Flat

1. The right (in common with the Landlord and the tenants and occupiers of other flats in the Block and all other persons having the like right) to use such facilities (if any) within the Block as may from time to time be designated by the Landlord for use (with or without others) by the tenants of the Block in general

2. The right of passage and running of soil water gas electricity and other services from and to the Flat through the sewers drains pipes wires and other conduits now or at any time within the Perpetuity Period situate in or under any part or parts of the Block
3. All rights of support shelter and protection now enjoyed by the Flat from other parts of the Block
4. The right (in common as aforesaid) to use for the purposes only of access to and egress from the Flat such entrance halls stairways passages landings lifts and other parts of the Block as serve or afford access to the Flat
5. Such rights of access to and entry upon the Block and any other flat in the Block as are necessary for the due performance of the Tenant's obligations under this Lease (but subject as hereinafter provided)
6. The right (in common as aforesaid):-
 - (a) to park one private motor vehicle in a location within the Parking Spaces designated from time to time by the Landlord or by a person authorised by the Landlord or its managing agents to so designate but nothing in this Lease shall imply the right to do so unless and until the Landlord shall give notice to the Tenant that the Parking Spaces are ready for use
 - (b) to pass and repass with a private motor vehicle (insofar as may be applicable) or on foot over any accessway approach and ramp forming part of the Block and leading to the Parking Spaces for the purposes only of access to and egress from the Parking Spaces

THE THIRD SCHEDULE

Rights which are Excepted or Reserved from the Demise

1. All such rights corresponding to those mentioned in paragraphs 2 3 and 5 in the Second Schedule hereto (*mutatis mutandis*) as are enjoyed or intended to be enjoyed as against the Flat by any other flat in the Block and its tenant
2. The free passage and running of water and soil coming to or from any land buildings or premises adjoining or near to the Flat (whether in or on the Block or not) in and through the channels drains sewers pipes and watercourses now or at any time within the Perpetuity Period in under or belonging to the Flat or any part or parts thereof
3. The free and uninterrupted use of any gas water and soil pipes electric mains wires and appliances heating apparatus watercourses drains and other conduits not exclusively belonging to the Flat as are now or shall at any time within the Perpetuity Period run or pass in into through under along over or about the Flat
4. The right for the Landlord and for the representatives of the Landlord and the representatives of any statutory or other undertaking with or without agents surveyors and workmen from time to time and at all reasonable times whenever necessity shall arise (or in the case of emergency at any time and without notice) to enter into and upon the Flat or any part or parts thereof for the purpose of inspecting cleansing maintaining repairing renewing or replacing any mains pipes wires conduits appliances meters mains switches drains or equipment or services of whatever nature (whether or not within the Flat) and the like right for the Landlord and the owners tenants and occupiers for the time being of any other flat in the Block or any adjoining or neighbouring premises to enter into and upon the Flat for the purpose of inspecting cleansing maintaining repairing renewing rebuilding or replacing any such flat or any such adjoining or neighbouring premises or any part or parts thereof

5. All easements and quasi-easements and all rights and benefits of a similar nature over under or through the Flat or any part or parts thereof now enjoyed or intended to be enjoyed by any other flat or flats in the Block
6. The right to carry out works to the structure of the Block or any part or parts thereof (other than the Flat) and the airspace above it so as to create one or more additional flats and/or amend the extent of any flat within the Block or any part thereof (other than the Flat) and/or to carry out any development of whatever nature upon the Block and/or within the curtilage of the Block (other than the Flat) and for the avoidance of doubt (but not by way of limitation) this right shall extend to the ability of the Landlord to develop in such way as it sees fit the basement area and roof/top floors of the Block
7. The right to use erect and maintain ladders and/or scaffolding for the purpose of carrying out works to the Block or any part or parts thereof notwithstanding that the same may temporarily interfere with the access of light or air to the Flat (the rights hereby excepted and reserved to be without prejudice to the foregoing provisions of this Third Schedule hereto) save that the Landlord shall make good any damage caused

THE FOURTH SCHEDULE

Tenant's Covenants with the Landlord

1. To pay the Rent on the dates and in manner aforesaid
2. (a) To pay and discharge all existing and future rates taxes assessments and outgoings of whatever kind now or to be hereafter during the Term imposed charged or assessed on the Flat or on the Landlord or the Tenant or any owner or occupier in respect thereof

(b) To pay forthwith on demand a fair and reasonable proportion (to be determined conclusively by the Landlord) of any outgoings expenses or

assessments which may be imposed charged or assessed on the Flat together with any other part or parts of the Block (such sum to be deemed to be additional rent and to be recoverable as such)

3. To keep the Flat and all parts thereof and all fixtures and fittings therein and all additions thereto in good and substantial repair (including renewal and replacement of any damaged or worn parts) and decorative condition throughout the Term and so to yield up the same at the expiration or sooner determination of the Term
4. In every fifth year of the Term to paint with two coats of good quality paint in a workmanlike manner all the internal parts of the Flat which are usually or ought to be painted and to varnish distemper stop whiten and colour all such internal parts as are usually or ought to be so treated and when necessary to repaper the parts (if any) now papered with suitable paper of as good quality as that now in use
5. To allow the Landlord and/or its agents to enter the Flat at any reasonable time for the purpose of inspecting the state of repair and condition thereof and within a reasonable time to remedy any default under paragraph 3 or paragraph 4 in this Fourth Schedule hereto which may be specified in any notice served by or on behalf of the Landlord and in the event of failure to remedy any such default within the time set out in such notice to allow the Landlord or its agents to enter for the purpose of carrying out all necessary work of repair or decoration and to pay the cost thereof to the Landlord on demand
6. Not to make any structural alteration to the Flat or any alteration to the external appearance thereof
7. Before carrying out any repairs or other works required or permitted to be carried out hereunder and necessitating entry into any other flat in the Block to give reasonable previous notice in writing to the Landlord and to the tenant and any occupier of that flat and to carry out such repairs or works with the

minimum of damage and inconvenience to the tenant or occupier of such other flat and to make good all damage done as soon as practicably possible

8. (a) Not to assign transfer let or part with possession of part only of the Flat
- (b) Not to assign or transfer the whole of the Flat without first delivering to the Landlord a Deed executed by the assignee or transferee containing a covenant by the assignee or transferee to pay the Rent and to observe and perform the covenants on the part of the Tenant and the conditions herein contained in a form approved by the solicitors then acting for the Landlord (whose reasonable fees shall be paid by the Tenant)
- (c) Not to underlet the whole of the Flat for a term exceeding ten years without the prior written consent of the Landlord (which shall not be unreasonably withheld) and in the case of an underletting for a term exceeding ten years to procure from the intended undertenant covenants with the Landlord in the form (mutatis mutandis) of the Deed referred to in sub-paragraph (b) above (excluding the covenant for the payment of the Rent but including (but only in the case of an underletting for a term exceeding seven years) the covenants for the payment of the various service charge proportions for which the Tenant is liable)
- (d) Within one month after the date of every assignment death grant of probate or administration assent transfer mortgage charge underlease or other event or document relating to the Term to give notice thereof in writing to the Landlord and in the case of a document produce a certified true copy of it to the solicitors for the time being of the Landlord for registration and to pay a fee of fifty pounds (or such higher sum as may from time to time be stipulated by such solicitors) plus Value Added Tax at the appropriate rate for the registration of each such document provided that such fee shall be reduced by one half if

registration is effected within fourteen days after the date of the said document or event (as the case may be)

9. To pay to the Landlord and to keep the Landlord indemnified against the Service Charge Proportion of all costs charges and expenses which the Landlord shall incur in complying with the obligations set out in Part I of the Sixth Schedule hereto and of the costs charges and expenses referred to in Part I of the Eighth Schedule hereto but if in the reasonable opinion of the Landlord it shall be inappropriate or unreasonable to calculate or apportion any such costs charges and expenses on the basis of the Service Charge Proportion then the Tenant's proportion shall be such part of such costs charges and expenses as the Landlord shall reasonably determine PROVIDED THAT any sums due from the Tenant to the Landlord pursuant to this paragraph 9 and the following paragraph 10 in this Fourth Schedule hereto shall be due as additional rent and shall be recoverable by the Landlord as such

10. (a) To pay to the Landlord on the First day of February and on the First day of August in each year one half of such sum as the Landlord shall estimate to be the amount prospectively payable by the Tenant under paragraph 9 in this Fourth Schedule hereto (such sum being taken into account and credited against the amount eventually determined to be so payable) the first payment to be made on the execution hereof and to be a proportion (calculated on a daily basis) of the amount of the First Service Charge Payment in respect of the period from the date hereof until that one of the payment dates next occurring after the date hereof and until such time as the said expenses shall be calculated or estimated each of the said half-yearly contributions shall be one half of the amount of the First Service Charge Payment PROVIDED THAT:-
 - (i) any sum received by the Landlord on the execution hereof or from time to time on account of any service charge proportions payable for a period after the date upon which such payment or payments is or are to be made shall be deemed to be held by the

Landlord upon trust to utilise such sum towards the expenses to be incurred by the Landlord as aforesaid and

- (ii) in paragraph 9 in this Fourth Schedule hereto the expression "all costs charges and expenses which the Landlord shall incur" shall include not only those costs charges and expenses which the Landlord shall have actually incurred or made during the year in question but also a reasonable sum on account of those items of expenditure which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the Term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Landlord may in its absolute discretion allocate to the year in question as being fair and reasonable in all the circumstances and

- (iii) if in order to comply with any of the obligations of the Landlord contained in Part I of the Sixth Schedule hereto or to carry out any other works or things for the improvement of the Block the Landlord must spend money in excess of those sums which the Landlord shall then have collected from the Tenant and the other tenants of the Block towards the cost of complying with such obligations or carrying out such works or things then the Tenant shall pay on demand such sums as shall represent a proportionate part (calculated in the manner aforesaid) of the money that will be required to be expended by the Landlord over and above the sums already received by the Landlord and such further amount shall be taken into account in calculating the amount of the service charge proportions payable by the Tenant pursuant to the provisions of paragraph 9 and this paragraph 10 in the Fourth Schedule hereto

- (b) Within twenty-one days after receipt of a copy of the certificate provided for in paragraph 4 in Part I of the Sixth Schedule hereto to pay to the Landlord the net amount (if any) appearing from such certificate to be due to the Landlord from the Tenant
11. (a) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord in or in contemplation of any proceedings under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (b) To pay all proper and reasonable expenses (including solicitors' costs and surveyors' fees) incurred by the Landlord of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the Term (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the Term)
- (c) To pay all reasonable expenses of the Landlord and/or the Landlord's solicitors and/or any managing agents appointed to manage the Block in respect of any requests for information and/or enquiries made to such persons
12. (a) To comply with all requirements whatsoever of any local or other competent authority corporation or others in relation to the Flat and to comply at the Tenant's own expense with any notices whatsoever served by any such authority or others whether on the Landlord or the Tenant in relation to the Flat
- (b) At all times to indemnify the Landlord from and against all actions proceedings costs losses expenses claims and demands arising out of any failure by the Tenant to pay any sum or sums due hereunder and/or to observe or perform any of his obligations under this Lease in

relation to any planning legislation for the time being in force and non-compliance with any of the provisions herein contained in general or any matters referred to in the preceding sub-paragraph (a) in particular

13. On the date of this Lease the Tenant shall enter into a Management Agreement in the form annexed and shall procure that on any transfer of this Lease the Transferee shall enter into an identical Management Agreement with the Landlord and in such circumstances the Tenant shall bear the administrative costs of the Landlord of £100 plus Value Added Tax (if any) in providing the replacement forms of such Management Agreement between the said Transferee and the Landlord and this covenant should be binding on the Tenant and his successors in title mortgagees and assigns PROVIDED THAT this obligation shall cease to have effect following the expiry of the Management Period as defined in the said Management Agreement

14. In relation to the Parking Spaces:-
 - (a) not to carry out any works or repairs to any vehicle from time to time parked there nor to store there anything other than a private motor car

 - (b) not to fill the petrol tank of any vehicle parked there

 - (c) not to keep any petroleum spirit of any kind there other than that which may from time to time be in the appropriate tank of a vehicle parked there

THE FIFTH SCHEDULE
Tenant's Covenants with the Landlord
and other Tenants of the Block

1. (a) Not to do or permit or suffer to be done in the Flat or in the Block anything which may cause damage or inconvenience or be or become a nuisance or annoyance to the Landlord or to the tenant or occupier of

any other flat or part of the Block or to any person lawfully in the Block or in the neighbourhood generally (and the generality of this paragraph shall not be restricted by the remaining paragraphs in this Fifth Schedule hereto)

- (b) Without prejudice to the generality of the foregoing not to park any vehicle or permit or suffer any vehicle to be parked in any parking space or other area within the Block save for any space or area which may from time to time be allocated by the Landlord for use by the Tenant
2. Not to use the Flat for any illegal or immoral purpose or for the purpose of any trade or business but to use it only as a single private dwelling
 3. Not to block or obstruct any landing passage stairway entrance hall or other communal part of the Block
 4. Not to deposit any refuse rubbish or litter elsewhere than in any communal palladins or refuse bins provided in the Block or such other place (if any) as may be stipulated by the Landlord
 5. Not to use any wireless television set gramophone musical instrument amplifier loudspeaker or electric tool nor to sing in such a way as to become a nuisance or annoyance to the tenant or occupier of any other flat in the Block
 6. To clean the windows of the Flat whenever necessary
 7. Not to do or permit or suffer to be done in the Flat anything which may render any insurance for the time being effected on the Block or any part thereof (including the Flat itself) or on the contents thereof void or voidable or may cause the rate of premium on any such insurance to be increased

8. To ensure that all guests and other invitees or licensees of the Tenant while in the Block conform to the stipulations and regulations contained or referred to in this Fifth Schedule hereto
9. Subject to reasonable previous notice (except in case of emergency) to permit the respective agents of the Landlord and the tenants of other flats in the Block to enter the Flat so far as may be necessary for the due discharge of its or their respective obligations hereunder or under such other tenants' Leases respectively
10. (a) Not to hang from any window forming part of the Flat any washing clothes or other articles nor otherwise to allow such washing clothes or other articles to be visible from the exterior of the Block

(b) Not to display or permit or suffer to be displayed any flag banner or sign of any nature whatsoever from any window or on any balcony or terrace area forming part of the Flat or so as to be visible from the exterior of the Block
11. To keep the floors of the Flat (including the floor of any balcony or terrace area) covered with carpet or some other suitable sound-deadening material (save insofar as the Landlord may waive such requirement (in whole or in part) from time to time whether on a permanent or temporary basis)
12. To comply with all regulations which the Landlord may from time to time make and publish for the administration of the Block or for maintaining the character and amenities thereof whether in relation to the flats and their occupation or to the Block
13. Without prejudice to the generality of paragraph 12 in this Fifth Schedule hereto to comply with all regulations which the Landlord may from time to time make and publish in respect of the use of the Parking Spaces and any accessway approach or ramp leading thereto

THE SIXTH SCHEDULE

Landlord's Covenants

Part I

1. To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part or parts of the Block used in common by the owners tenants or occupiers of more than one flat in the Block including any imposed or becoming payable after the date hereof and whether or not of a novel nature
2. To use all reasonable efforts to maintain (and to renew where necessary) the lifts in the Block and to use all reasonable efforts to maintain any common conduits in under or over the Block in a good state of repair and condition but nothing herein contained shall render the Landlord liable for maintenance of the said conduits which shall have been adopted by or become vested in any national local or public authority or body or statutory undertaking
3. To use all reasonable efforts to keep the communal areas forming part of the Block neat and tidy and in a good state of repair and condition and to keep any garden or landscaped area adequately tended and stocked with suitable flowers shrubs and trees
4. To keep or cause to be kept proper books of account of all costs charges and expenses incurred by the Landlord in carrying out its obligations under this Sixth Schedule hereto and the costs charges and expenses referred to in the Eighth Schedule hereto and (if the Landlord so requires or is required by law to do so) to procure that such books of account are audited by a suitably qualified person and in each year during the Term to prepare and provide the Tenant with a copy of a certificate of:-
 - (a) the total amount of such costs charges and expenses for the period to which the certificate relates and
 - (b) the proportionate amount due from the Tenant to the Landlord under the provisions set out in the Fourth Schedule hereto after taking into

account payments made in advance under the provisions set out in paragraph 10 in the Fourth Schedule hereto

and if it appears from such certificate that there is an amount due to the Tenant from the Landlord to give credit for such amount against the next half-yearly payment due from the Tenant under paragraph 10 in the Fourth Schedule hereto

5. (a) To insure the Block and all landlord's fixtures and fittings therein and all chattels in the Common Parts which belong to the Landlord and keep the same insured (with the interests of the tenants for the time being of the flats comprising the Block and their respective mortgagees being noted) in some office of repute in the full reinstatement value thereof (including but not limited to subsidence landslip and heave) against loss or damage by fire and all other risks normally covered for standard premium by a comprehensive flat owners policy (but subject to such limitations excesses and conditions as the insurers may impose) and against two years' loss of rent thereof AND ALSO to insure against liability for personal injury or otherwise occurring to any person and such other risks as the Landlord may require and to make all payments necessary for effecting and keeping on foot such insurances and if the Block or any part thereof shall be destroyed or damaged by any of the insured risks during the Term so as to render the Flat or any part thereof unfit for occupation or inaccessible then and so often as the same shall happen and so long as the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default by the Tenant or someone residing with or visiting the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall from the date of destruction or damage be suspended or abated until the Block shall again be rendered fit for use and in case of difference touching this provision the same shall be referred to arbitration by a single arbitrator in accordance with the provisions of the

Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

- (b) As often as any part of the Block is destroyed or damaged by fire or any other peril covered by the aforementioned insurance to apply the proceeds of the insurance in that behalf (other than sums received in respect of loss of rent) in or towards rebuilding or reinstatement as soon as possible after all requisite planning permissions and other consents therefor (which the Landlord shall use all reasonable endeavours to procure) have been obtained PROVIDED THAT if the Block shall be destroyed by fire or any other peril covered by the said insurance and the obligation on the part of the Landlord hereinbefore contained to rebuild or reinstate shall be or become at any time impossible of performance then the said obligation shall thereupon be deemed to have been discharged and the Landlord shall stand possessed of all unexpended monies paid to it under and by virtue of the said insurance upon trust to pay to the Tenant (subject to the written consent first being obtained of any mortgagee who has served notice of its interest in the Flat on the Landlord) such proportion (if any) of the said monies as may be agreed in writing between the Landlord and the Tenant or in default of agreement as shall be determined by a Valuer (who shall act as an expert and not as an arbitrator) appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the application of either the Landlord or the Tenant such determination to be fair and reasonable having regard to the relative values of the respective interests of the Landlord and the Tenant and any other person having an interest in the Block immediately before the occurrence of the said destruction
6. To keep the structure and the exterior of the Block and the Common Parts and all fixtures and fittings in the Common Parts and all additions thereto in good and tenantable repair (including renewal and replacement of any damaged or worn parts) and decorative condition (damage by any of the insured risks excepted) but without prejudice to the rights of the Landlord to recover from

the Tenant or any other person the amount or value of any loss or damage caused by the negligent or other wrongful act or default of the Tenant or such other person

Part II

1. To use all reasonable efforts to keep the Parking Spaces and any gates barriers shutters accessways approaches and ramps within the Block which lead thereto and the security and fire-fighting facilities thereof and all fixtures and fittings and facilities of the Block serving only the Parking Spaces in good and tenable repair (including renewal and replacement of any damaged or worn parts) but without prejudice to the rights of the Landlord to recover from the Tenant or any other person the amount or value of any loss or damage caused by the negligent or other wrongful act or default of the Tenant or such other person
2. If and whenever the Landlord shall reasonably consider it necessary so to do to install such equipment and facilities as it may deem appropriate for the better running management use and security of the Parking Spaces
3. To use all reasonable efforts to keep clean and provide lighting for the Parking Spaces
4. To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of the Parking Spaces or any part or parts thereof including any imposed or becoming payable after the date hereof and whether or not of a novel nature

THE SEVENTH SCHEDULE Additional Landlord's Covenants

1. The Tenant paying the Rent and performing and observing the covenants on the part of the Tenant and the conditions herein contained shall peaceably

hold and enjoy the Flat for the Term without any interruption by the Landlord or any person lawfully claiming title under or in trust for the Landlord

2. To use all reasonable efforts to enforce the covenants contained in such Leases of other flats in the Block as may be granted upon the Tenant indemnifying the Landlord on a full indemnity basis against all costs and expenses in respect of such enforcement and providing from time to time such security in respect of such costs and expenses as the Landlord shall require
3. Until the grant of a Lease of any flat in the Block remaining unsold at the date hereof has been completed to observe and perform in relation to such flat such of the covenants and conditions corresponding to those contained in this Lease on the part of the Tenant as shall be applicable to such unsold flat which relate to the repair thereof breach of which would adversely affect the Flat

THE EIGHTH SCHEDULE

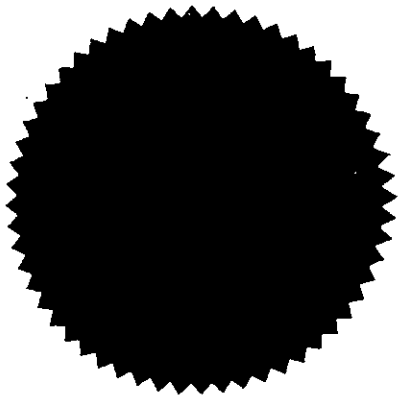
Landlord's Expenses

1. The costs and expenses of providing running maintaining repairing cleansing and renewing any television or satellite system fire alarm system fire-fighting equipment surveillance system security system and entry system serving the Block or any part or parts thereof
2. The cost of lighting and cleaning the Common Parts and (where appropriate) furnishing the Common Parts with carpets and/or other suitable floor coverings
3. The cost of running and operating and replacing when necessary the lifts and any other plant or equipment serving the Block or any part or parts thereof

4. All expenses incurred by the Landlord in and all contributions made by the Landlord towards the cost of making maintaining upholding repairing rebuilding renewing scouring and cleansing any walls railings and conduits which belong to the Block or are shared by the Block or any part thereof and any adjoining or neighbouring premises
5. All costs and expenses incurred by the Landlord in respect of:-
- (a) maintenance and/or leasing contracts for any garden or landscaped area lifts fire-fighting equipment television satellite fire alarm surveillance security and entry systems and similar items
 - (b) employing staff for the purposes of or in any way connected with any of the matters mentioned in Part I of the Sixth Schedule hereto or for security or building maintenance purposes such costs and expenses to include (by way of example but not of limitation) the cost of pensions uniforms insurance tools and protective clothing for such staff and the provision of telephone facilities for use in connection with such employment
 - (c) refuse collection (including (but not by way of limitation) the provision hiring repair and renewal where necessary of compactors palladins and other equipment or containers)
 - (d) the provision maintenance and renewal of communal signs fire regulation notices and security notices
 - (e) the water supply to the Block including (but without prejudice to the generality of the foregoing) the installation repair and removal of any water meter now or at any time hereafter installed in the Block
 - (f) the sewerage and drainage of the Block

- (g) the valuation of the Block from time to time for insurance purposes (but not more often than once in every three years)
6. The cost of taking all steps deemed desirable or expedient by the Landlord for complying with or making representations against or otherwise contesting the incidence of the provisions of any statute (whether national or local) order regulation or direction in force relating or alleged to relate to the Block or any part thereof or the use or occupation thereof for which no tenant of a flat in the Block is exclusively liable
 7. All fees and costs incurred in respect of or in connection with the certificate mentioned in paragraph 4 in Part I of the Sixth Schedule hereto and of accounts kept and audits made for the purposes thereof
 8. The fees of any managing agents employed by the Landlord for the general management of the Block (including if required by the Landlord the collection of the rents and/or service charge payments) and if no managing agents are employed for such purposes a management fee payable to the Landlord provided that such management fee shall not exceed that which would have been reasonably payable to independent managing agents
 9. The cost of raising any loan in respect of any expenditure referred to in the Sixth Schedule or this Eighth Schedule hereto including interest at normal commercial rates reasonable commission and proper costs and the cost of maintaining bank accounts in connection with such expenditure
 10. The cost of carrying out works or services of any kind whatsoever which the Landlord may reasonably deem desirable or necessary for the purpose of maintaining or improving the services in the Block and the cost of any other services reasonably provided by the Landlord from time to time for the benefit of two or more tenants in the Block or their premises or in the interests of good estate management or for the proper enjoyment and benefit of the Block

THE COMMON SEAL of)
COASTLANDS LIMITED)
in the presence of:-)

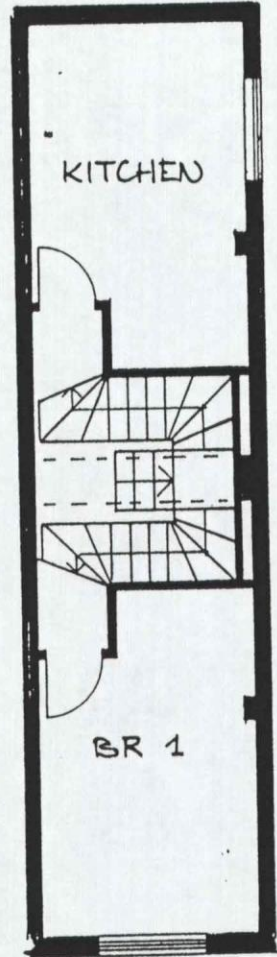


Director *[Handwritten Signature]*

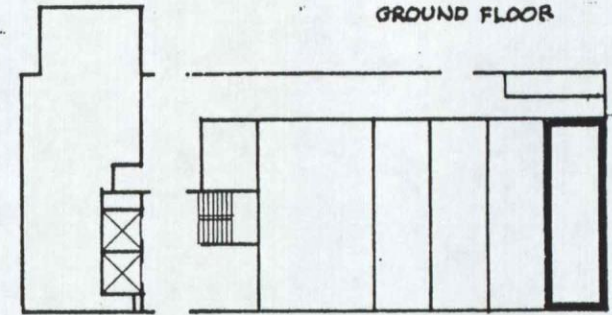
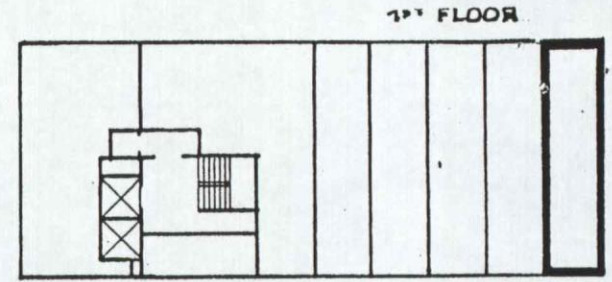
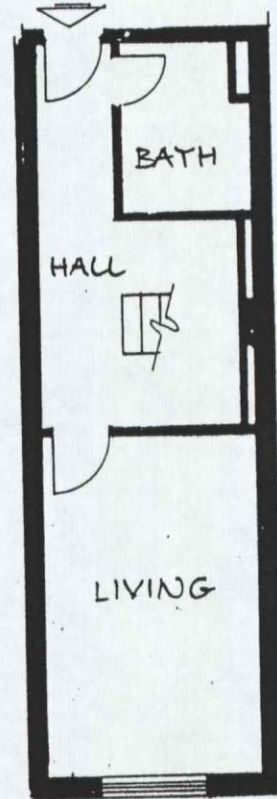
ASSISTANT ~~Director~~/Secretary *[Handwritten Signature]*



1ST FLOOR



GROUND FLOOR



KEY PLAN

1 STATION RD. NEW BARNET, HERTS.
FLOOR PLAN - FLAT 1 AT GROUND & 1ST FLOORS.
SCALE 1:100