CONTRACT - Incorporating the COMMON AUCTION CONDITIONS of Sale (4th Edition)

For office use only (does not form part of the Contract)
Buyer's Conveyancer: _____
Seller's Conveyancer: _____
Law Society Formula: [A / B / C / Personal Exchange]: _____

Date of Contract	
Seller Name(s)	
Seller Address	[redacted]
Buyer Name(s)	
Buyer Address	
Property type (freehold/leasehold)	Leasehold
Property Address	Lease of the Roof Space Roehampton Court Cranleigh Rise Rumney Cardiff CF3 4AN
Title number/root of title	CYM925046
Specified incumbrances	All matters contained or referred to in the registered entries of the above title number other than financial charges
Title guarantee (full/limited)	Full Title Guarantee
Completion date	
Contract rate	4% above the base interest rate of Barclays Bank PLC
Purchase price	£
Deposit	
Contents price (if separate)	
Balance	

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal legal document, designed to create formal legal rights and legal obligations.
Take advice before using it.

Signed	

Seller/Buyer	

SPECIAL CONDITIONS

1. (a) This Contract incorporates the Common Auction Conditions (Fourth Edition). Where there is conflict between the Common Auction Conditions and this Contract, this Contract prevails.
   (b) The terms used in this Contract have the same meaning when used in the Conditions.

2. The Property is sold subject to those Incumbrances, and the Buyer will raise no requisitions on them, save as to matters disclosed by pre-completion searches.

3. The Completion Date will be 21 days from the Contract Date or earlier by mutual agreement.

4. The chattels on the Property are set out on any attached list are included in the sale and the Buyer will pay the Chattels Price (if any) for them.

5. The Property is sold with vacant possession.

6. The Buyer admits that he enters into this Agreement solely as a result of his own inspection of the Property with full knowledge of its actual state and condition and on the basis of the terms of this Contract and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Sellers (save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary enquiries raised by the Buyer or the Buyer's Solicitors) or anything whatsoever subject to the Contract and that this Contract contained the entire Contract between the parties.

7. The Seller sells with the Title Guarantee specified and the Transfer to the Buyer shall contain the following provisions:
   a. The covenants implied into the transfer by s2(1)(a) and s3(1) of the Law of the Property (Miscellaneous Provisions) Act 1994 shall apply only so far as they relate to any Acts or omissions of the Transferor during the period since the last disposition for value.
   b. Any action required of the Seller in respect of the covenants implied into this Transfer by s2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be at the cost of the Buyer.
   c. The covenant implied by s3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 applies only to charges and encumbrances created by the Seller.

8. If the Seller remains under continuing liability for any covenants the Transfer to the Buyer shall contain the following: "The Transferee covenants with the Transferor to observe and perform the covenants referred to in the Registers of the Title Number and of the indemnity thereof"

9. The time fixed for completion is at or before 1:00pm on the Completion Date and if completion shall take place after that time completion shall be deemed to have taken place until the funds are received by the Sellers Solicitors bank.

10. A Deposit of 10% of the Purchase Price shall be payable by the Buyer immediately upon exchange of contracts to the auctioneers Petere Alan ("the Auctioneers) as agents for the Seller.

11. In the event of the Sellers serving a Notice to Complete on the Buyer or the Buyer's Solicitors the Buyer shall as a condition of completion pay the Seller's Solicitors costs of £350.00 plus VAT in relation to the preparation and service of the Notice to Complete.

12. Service by fax is permitted under the terms of the Contract. A Notice to Complete served by fax to the Buyer's Solicitors will be deemed served on that day it is sent provided that the fax is sent by the Seller's Solicitors before 5:00pm on that day. Any fax sent after 5:00pm will be deemed to be served on the following working day.

13. Standard condition G7.1 shall be varied so that the Seller may on or after the Completion Date but before completion, give the Buyer notice to complete within five business days (excluding the date on which the notice is given) making time of the essence, and the Buyer may on or after the Completion Date but before completion give the Seller notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

14. The Seller shall not be obliged to transfer the Property otherwise than to the Buyer.

15. Title to the Seller having been deduced to the Buyer or the Buyer's solicitors prior to the date hereof the Buyer shall take with full knowledge of the same and shall raise no requisition or objection thereto.

16. The Buyer hereby indemnifies the Seller from and against all reasonable costs claims and demands whatsoever made or levied against the Seller (including those related to the Sellers dependant purchase (if any) reasonably arising out of the failure of the Buyer to complete on the completion date and without prejudice to any other rights that the Seller may have under the terms of this Contract.

17. In the event of the Buyer wishing to act in person, the Seller's solicitors can charge reasonable costs in verifying the Buyer and the source of funds, as well as carrying out any other AML due diligence such as they see fit, to satisfy the Anti Money Laundering Regulations and/or any other relevant legislation. For avoidance of any doubt, these costs will be charge on hourly basis, as per the HMCTS Solicitors guideline hourly rates, and are additional to any other costs payable by the Buyer under the Contract. The Seller will not be providing an invoice and the General/Standard Conditions are varied accordingly.

18. If the Seller's Solicitor is not in possession of a duly signed transfer from the Seller on the agreed Completion Date and the Buyer's Conveyancer has failed to provide an acceptable draft to the Seller's Conveyancer at least 5 working days prior to the agreed Completion Date then the Buyer shall not be entitled to delay completion as a result and the Buyer shall accept the Seller's Conveyancer's undertaking:

    a. to use reasonable endeavours to procure a signed transfer from the Seller without unreasonable delay once the Buyer's Solicitor has provided a satisfactory draft and
    b. to forward the signed transfer to the Buyer's Solicitor without unreasonable delay once the Seller's Solicitor has received the same.

19. The Buyer confirms that it has been afforded the opportunity to satisfy itself as to any notices served in relation to the Property by making appropriate enquiries of all the relevant persons in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer further confirms that it has satisfied itself on all matters relating to planning and building regulation matters having made appropriate enquiries of all relevant persons and authorities in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer also confirms that it has satisfied itself as to any breaches of the registered lease or management company rules and regulations that may be current or historic and the Buyer purchases with full knowledge of such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto

20. Notwithstanding completion of the sale of the Property this Contract shall remain in full force with regard to anything remaining to be done performed or observed or not provided for in the Transfer to the Buyer.

21. The Buyer is responsible for paying the Seller's Solicitor's legal costs which will amount to £1,800.00 plus VAT and all reasonable disbursements (including but not limited to any Land Registry fees incurred in the preparation of the auction pack and bank transfer fees) as a condition of completion in addition to the Purchase Price payable on completion.

22. In addition to the Purchase Price and all other payments due under the terms of this Contract, the Buyer shall also be responsible for the payment of the Auctioneer's commission amounting to ** of the Purchase Price plus VAT (subject to a minimum payment of **) and the Buyer will also refund to the Seller the entry fee of £** plus VAT paid by the Seller to the Auctioneer and the same will be payable upon demand from the Auctioneer or the Seller's Conveyancer

23. The Buyer will raise no requisitions or enquiries about the documents disclosed or not disclosed in the legal pack after the Contract Date. If any such enquiries are raised the Seller reserves the right to charge its legal costs of answering such enquiries at a rate of £250.00 per hour plus VAT.

24. In the event that the Seller is not the registered proprietor of the Seller's Title then the Buyer accepts that title shall be deduced by the Seller producing copy register entries showing the current registered proprietor or Epitome of Title together with a certified copy extract (a copy of a certified copy will suffice for these purposes) either from the transfer (TR1)/ lease of the Seller's Title to the Seller or from the contract for purchase of the Seller's Title by the Seller and the Buyer hereby undertakes to the Seller as follows:-

    a. not to insist upon the Seller being registered proprietor of the Seller's Title prior to completion to accept the validity of any Notice to Complete served by the Seller upon the Buyer if the Buyer fails to complete this agreement on the agreed Completion Date notwithstanding that the Seller is not the registered proprietor of the Seller's Title.
    b. not to refuse to complete the purchase of the Property on the basis of a financial charge and / or unilateral notice and / or restriction and / or any adverse entry whatsover subsisting over the Property (the "Adverse Entry") where the Seller's solicitors have been provided with an undertaking to remove the Adverse Entry by a firm of solicitors regulated by the SRA, a firm or company regulated by the Council for Licensed Conveyancers or by in-house Council.
    c. The Seller's solicitors will at the Buyers reasonable request and sole cost use reasonable endeavours to enforce that undertaking to remove the said Adverse Entry from the title. This clause will take effect in the same way where the Seller is the registered proprietor of the Property but nonetheless the Adverse Entry remains on the title to the Property and the Seller has received an undertaking for its removal.

25. The Buyer acknowledges that the official copy Land Registry titles provided in the auction pack may not be the most up-to-date copies showing the current registered proprietor of the property and that the Seller has itself purchased the property being sold within the last six months and that they are purchasing with full knowledge thereof and the Buyer shall raise no enquiry, requisition or objection thereto.

26. Occupier's consent

Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name(s)	
Signature(s)	

Notices may be sent to:

Seller's conveyancer's	Lewis Lewis & Co Ltd County Chambers Pentre Road St Clears SA33 4AA
E-mail address*	
Buyer's conveyancer's	
E-mail address*	

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)

These are the notes referred to on the following official copy

Title Number WA133829

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

£1-4-0 IDS RUBU RG





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This Lease

is made the Fourth day of July One thousand nine hundred and sixty six BETWEEN [redacted] of [redacted] in the City of Cardiff (hereinafter called " the Lessor ") of the first part and [redacted] of [redacted] and [redacted] his wife (hereinafter called " the Lessee ") of the second part.

WHEREAS in this Deed unless the context otherwise requires:—

(a) " The Lessor " includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created

(b) " the Lessee " includes both or all the lessees or lessee as the case may be if and whenever there is more than one and his or their successors in title and the obligation of the Lessee shall be joint and several

(c) " The property " means the property described in the First Schedule hereto

(d) " The Flats " means the flats with the garages or areas allocated to them forming part of the property and " Flat " has a corresponding meaning

(e) " The reserved property " means that part of the property not included in the Flats being the property more particularly described in the Second Schedule hereto

(f) " The Premises " means that part of the property hereby demised as described in the Third Schedule hereto including for purposes of obligation as well as grant the ceiling floors joists beams cisterns tanks sewers drains pipes ducts and conduits specified in the said Schedule

NOW THIS DEED WITNESSETH as follows:—

1. IN consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor doth HEREBY DEMISE unto the Lessee ALL THOSE the Premises TOGETHER WITH the rights set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee for the term of NINETY-NINE YEARS from the Twenty-ninth day of September One thousand nine hundred and sixty-two paying therefor during the said term the yearly rent of SEVENTEEN POUNDS TEN SHILLINGS (free of all deductions except Landlords Property Tax) at such place as shall from time to time be prescribed by half yearly payments on the Twenty-fifth day of March and the Twenty-ninth day of September in every year of the said term the first of such payments to be made on the Twenty-~~fifth~~ day of ~~March~~ One thousand nine hundred and sixty-~~three~~ SIX the last payment to be made in advance six months before the expiration of the said term SUBJECT to the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained

2. THE Lessee hereby covenants with the Lessor that he will observe and perform the obligations on his part set out in the Sixth Schedule hereto

3. THE Lessor hereby covenants with the Lessee that he will observe and perform the obligations on his part set out in the Seventh Schedule hereto

4. THE Lessee paying the rent hereby reserved and performing and observing the covenants on his part herein contained shall peaceably hold and enjoy the premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for him

5. IF the rent hereby reserved or any part thereof is unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessors or any person or persons authorised by him in that behalf at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

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IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand Five Hundred pounds

IN WITNESS whereof the Lessor and the Lessee have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to:

THE PROPERTY.

ALL THAT piece or parcel of land situate at and forming part of the Pen-yr-Heol Estate Rumney Cardiff aforesaid TOGETHER WITH the buildings consisting of SIX self-contained flats erected thereon ALL WHICH said property is known as " Court " and for the purpose of identification delineated in the plan attached hereto and thereon outlined in blue

THE SECOND SCHEDULE above referred to:

THE RESERVED PROPERTY.

First ALL THOSE drives paths and forecourts forming part of the property which are for the purposes of identification only delineated on the plan annexed hereto and thereon coloured yellow and secondly ALL THOSE the main structural parts of the buildings forming part of the property including the roofs foundations and external parts thereof (but not the glass of the windows of the Flats) and the halls staircases landings and other parts of the buildings forming part of the property which are used in common by the owners or occupiers of any two or more of the flats ~~nor the interior faces of such of the external walls as bound the Flats~~) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat and the joists or beams to which are attached any ceilings except whereof the said joists or beams also support the floor of the Flat *nor the interior faces of such of the external walls as bound the Flats

THE THIRD SCHEDULE above referred to:

THE PREMISES

ALL THAT Flat forming part of the Property and being one of the Flats and known as Number A4 Block A

Pen-yr-Heol Estate Rumney aforesaid TOGETHER with the garage and other areas forming part of the property allocated to and intended to be enjoyed with the said Flat ALL WHICH said First floor flat garage and other areas are for the purpose of identification only delineated in the plan annexed hereto and thereon coloured pink TOGETHER with the ceilings and floors of the said Flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached (unless such joists or beams also support a floor of the said Flat) AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said flat but no others EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof but not the glass of the windows of the said Flat nor the interior faces of such of the exterior walls as bound the said Flat

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THE FOURTH SCHEDULE above referred to:

RIGHTS INCLUDED IN THE DEMISE.

1. The right of passage and running of gas electricity water and soil from and to the premises through the sewers drains pipes wires ducts and conduits forming part of the reserved property

2. The benefit of any covenants entered into by the owners of other Flats with the Lessor so far as such covenants are intended to benefit the premises or the Lessee and so far as the benefit thereof can in law accrue to the premises or the Lessee

3. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the premises

4. Such rights of access to and entry upon the reserved property and the other Flats as are necessary for the proper performance of the Lessee's obligations hereunder

5. The right in common with the Lessor the owners and occupiers of the other flats in the same buildings and all others having the like right to use for the purpose only of access to and egress from the premises all such parts of the reserved property as afford access thereto subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

6. The right to use in common with the owners and occupiers of all other flats their visitors and all other persons having a like right the drives paths and forecourts forming part of the reserved property which are coloured yellow in the plan attached hereto subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

THE FIFTH SCHEDULE above referred to:

RIGHTS TO WHICH THIS DEMISE IS SUBJECT.

1. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Property over the premises

2. Such rights of access or entry upon the premises by the Lessor and the Owners of the other Flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained

3. The burden of any covenants entered into by the Lessor with the Owners of other Flats and the adjoining premises so far as such covenants are intended to bind the Premises or the Lessee

THE SIXTH SCHEDULE above referred to:

COVENANTS BY LESSEE WITH LESSOR.

1. The Lessee shall pay the reserved rent on the days and in manner above mentioned without any deduction (except as aforesaid)

2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the premises or any part thereof or on the Lessor or any owner or occupier in respect thereof

3. If at any time the assessment to income tax under Schedule A in respect of the Premises (whether alone or with other property) is made on the Lessor the Lessee shall on demand pay to the Lessor an amount equal to the said tax from time to time so assessed on the Lessor and attributable to the Premises If such assessment relates to other property as well as the Premises the amount of tax attributable to the Premises shall be such as is so certified by the Lessor's surveyor

4. The Lessee shall keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in good repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall yield up the same at the determination of this demise in such good repair decoration and condition

5. All internal walls separating the Premises from any other part of the property shall be party walls and shall be used repaired and maintained as such

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6. The Lessee shall before repairing any joist or beam to which is attached the ceiling or any other part of the property and before carrying out any repairs or works which he is required to carry out hereunder and for the carrying out of which he requires access to any other part of the property give reasonable notice (and except in cases of extreme urgency at least forty-eight hours notice) in writing to the occupier of that part of the property the ceiling of which is attached to the said joist or beam or to which the Lessee requires access as the case may be. The Lessee shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to the said other part of the property but shall act carefully and reasonably doing as little damage as possible to any part of the property and making good all damage done

7. The Lessee shall in the year One thousand nine hundred and seventy and in every succeeding seventh year of this demise and in the last three months thereof paint with two coats of good oil paint in a workmanlike manner all the wood iron and other parts of the Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and repaper the parts (if any) papered with suitable paper of as good quality as that now in use

8. The Lessee shall clean the windows of the Premises as often as may be necessary

9. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action

10. The Lessee shall not make any alteration in the Premises without the approval in writing of the Lessor of the plans and specifications thereof and shall make alterations only in accordance with such plans and specifications when approved and the Lessee shall at his own expense obtain all licenses planning permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken

11. The Lessee shall not do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owner or occupier of any other Flat or whereby any insurance for the time being effected on the property or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority

12. The Lessee shall do all such works as under any Act of Parliament or rule of law as directed or necessary to be done on or in respect of the Premises (whether by Landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

13. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and Country Planning Act 1947 or any enactment amending or replacing it and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

14. The Lessee shall permit the Lessor and the Owners of the other Flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained

15. Neither the Premises nor any part thereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there nor shall any boarders or lodgers be taken or any part of the Premises let off separately but the Lessee shall use the whole for purposes of a private or professional residence only

16. (a) The Lessee shall maintain in efficient working order sufficient electric light or lights fittings and switches in such position or positions and of such type as may be designated by the Lessor for the benefit of persons using the reserved property and will at all times pay or contribute one quarter of the cost of the supply of electricity thereto

(b) The Lessee shall for the benefit of the persons using the same clean the main entrance hall and hall adjoining the entrance to the Premises and the staircase and landing (if any) including the windows therein leading therefrom to the hall on the floor immediately thereunder

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17. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this deed make to govern the use of the Flats and the reserved property Such regulations may be restrictive of acts done on the property detrimental to its character or amenities Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the property shall be deemed to have been properly incurred by the Lessor in pursuance of his obligations under the Seventh Schedule hereto notwithstanding the absence of any specific covenants by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 19 of this Schedule accordingly

18. During the last seven years of the term hereby granted The Lessee will not assign underlet or part with the possession of the Premises or any part thereof without the written consent of the Lessor ~~and the Lessee and every~~ such consent not to be unreasonably withheld

19. The Lessee and every person taking any estate or interest in the Premises or any part thereof through or under the Lessee whether by assignment devolution operation of law or in any other manner shall within fourteen days after taking such estate or interest deliver to the Lessors written notices thereof specifying the nature of the estate or interest and particulars of the manner in which it was acquired or arose and will if so required produce any assignment probate grant of administration order of court or other instruments relating to the transaction or acquisition of the estate or interest and will pay to the Lessor a fee of one and one half guineas with every such notice as aforesaid for the registration thereof and will in every assignment or underlease of the Premises cause a covenant to the like effect as this present covenant to be entered into by the assignee or the underlessee

20. ~~19.~~ The Lessee shall keep the Lessor indemnified from and against $16\frac{2}{3}$ per cent. of all costs charges and expenses incurred by the Lessor in carrying out his obligations under the Seventh Schedule together with a like proportion of the Lessor's Agents fees and expenses in respect thereof

21. ~~20.~~ The Lessee shall within twenty-one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with the Seventh Schedule hereto) due from the Lessee to the Lessor pursuant to Clause 19 of this Schedule pay the same unto the Lessor

22. ~~21.~~ The Lessee will at all times during the said term pay direct to the Insurers nominated in accordance with the Seventh Schedule hereto the proportion of Insurance premium attributable to the Premises and the apportionment of the premium payable in respect of the property by the Insurers shall be accepted by the Lessee

23. ~~22.~~ To keep rubbish and other refuse in a proper receptacle and to store such receptacle either on the Premises on that part of the reserved property allocated to the flat by the Lessor

24. ~~23.~~ No clothes or other articles shall be hung or exposed outside the Flat or upon any external part of the buildings

25. ~~24.~~ The Lessee shall not permit or allow any car or other vehicle to be parked so as to cause an obstruction or inconvenience to other persons wishing to gain access to or from the garages forming part of the Property or the properties built on the adjoining land of the Lessor

26 ~~25.~~ The Lessee shall pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

27. The Lessee shall turf or seed with grass the garden allocated to the premises and coloured pink hatched black on the Plan except such part thereof as is cultivated for the growing of flowers fruit or vegetables and shall maintain the same in a neat and tidy condition and will not convert the same except as aforesaid to any other use than as a lawn.

THE SEVENTH SCHEDULE above referred to:

COVENANTS ON THE PART OF THE LESSORS.

1. The Lessors will at all times during the said term keep the property insured or cause it to be insured and kept insured in his name (subject to the payment by the Lessee of the proportionate part of the premium as provided in the Sixth Schedule hereto) against destruction or damage by fire lightning storm tempest aircraft and other such risks as might from time to time in the Lessor's discretion seem necessary or reasonable to the

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full amount of the value thereof through the Agency of the Lessor with the Sun Insurance Office Limited and as often as the property or any part thereof shall be destroyed or damaged the Lessor will cause the moneys received in respect of the said insurance to be laid out in rebuilding and reinstating the property in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting the same and the Lessor will whenever required produce or cause to be produced to the Lessee the policy of such insurance and the receipt for the last premium for the same and the Lessor will also in the event of any mortgagee having an interest in the Premises at the request of the Lessee cause such interest and in any case the interest of the Lessee to be noted on such policy

2. The Lessor shall keep the reserved property and all other fixtures and fittings therein and additions thereto other than the electrical fittings referred to in Clause 16 of the Sixth Schedule in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts

PROVIDED THAT:—

(a) Nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the reserved property by the negligence or other wrongful act or default of such person

(b) The Lessor shall not be responsible in any way whatsoever for any loss or damage suffered by the Lessee or any other person by reason of any act neglect or default of any of the occupiers of the flats or any person having lawful access to the reserved property nor by reason of any defect or want of repair to the reserved property unless notice in writing thereof shall have been given by the Lessee to the Lessor and the Lessor shall have had reasonable opportunity of remedying the same

3. The Lessor shall before repairing any joists or beam to which is attached any ceiling of the Premises and before carrying out any repairs or works to the reserved property for the carrying out of which they require access to the Premises give reasonable notice (except in cases of extreme urgency at least forty-eight hours notice) in writing to the Lessee The Lessor shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done

4. The Lessor shall keep accounts of all costs charges and expenses incurred by him in carrying out his obligations under this Schedule and shall as soon as might be conveniently possible after having incurred such costs charges and expenses serve on the Lessee a notice in writing stating the said total and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 19 of the Sixth Schedule

5. The Lessor will construct the carriageway footpath and sewers thereunder upon which the property now abuts to the specification of the Highway Authority and will maintain and keep the same in good repair until taken over and adopted by the Highway Authority as a public highway and will indemnify the Lessee from and against all costs charges and expenses in respect thereof

SIGNED SEALED AND DELIVERED by the said [redacted] in the presence of:—

[redacted]

[redacted]

P. QUALITY

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Dated 4th July 1965.

[redacted] Esq.,

AND

[redacted] Esquire

RR file
WA133829

0567A

Lease

— OF —

Flat No. A.4 "Court" Pen-yr-Heol Estate Rumney in the City of Cardiff.

Term of Years	99
From 29th September	1962
Expires	2061

RENT: £17 10s. 0d. per annum.

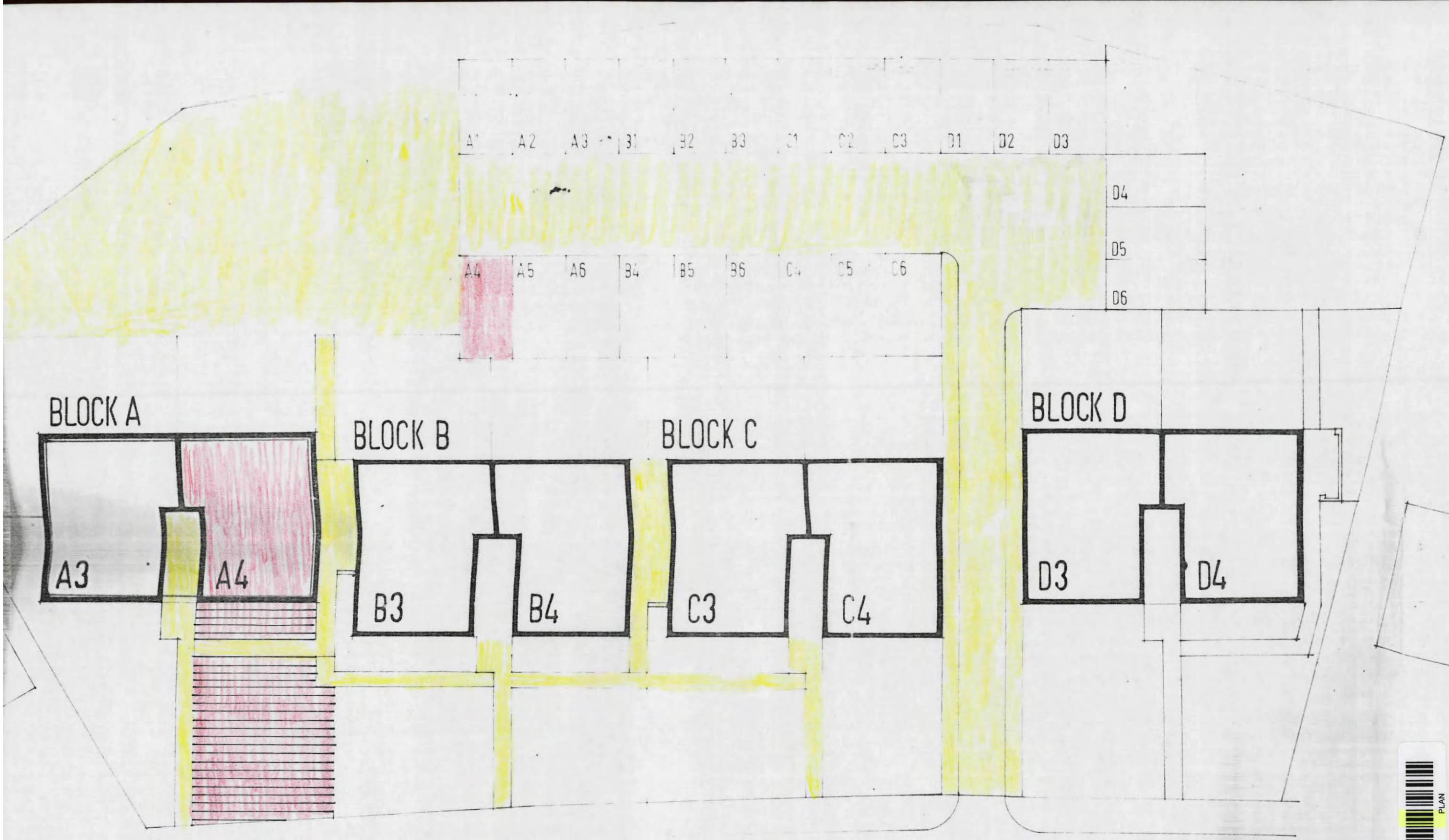
LEAN & LEAN,
Cardiff.

SLSS—SWC3326—BW23987

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CRANLEIGH RISE

H 137

H.M. LAND REGISTRY

TITLE No. WA 133829

PHOTOGRAPHIC COPY
(liable to distortion in scale)

of PLAN to lease

dated 4/7/66

PLAN

These are the notes referred to on the following official copy

Title Number CYM610304

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COPY

SEQ83

PLAN

Dated 4th December 2013

[redacted]

COUNTERPART
SUPPLEMENTAL LEASE
AND DEED OF VARIATION

relating to

1 Roehampton Court, Cranleigh Rise, Rumney, Cardiff CF3 4AN

Messrs Dilwyns Solicitors
Oxford Chambers
Temple Street
Llandrindod Wells
Powys
LD1 5DL

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

[redacted]

Date 11/2/14

COULSON READ LEWIS SOLICITORS
14a St Peter's Street, Hereford HR1 2LE

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PLAN

LR1 Date of Lease	9 December 2013
LR2 Title number	Landlord's Title - CYM529789 Tenant's Title - WA24859
LR3 Parties to the Lease	Landlord [redacted] Tenant [redacted] Bellows [redacted] Other Parties None
LR4 Property	1 Roehampton Court, Cranleigh Rise, Rumney, Cardiff CF3 4AN
LR5 Prescribed Statements	LT5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under The Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None LR5.2 This lease is made under, or by reference to the Provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996 Not applicable
LR6 Term for which the Property is leased	The term is as follows:- 139 years from 29 September 2012
LR7 Premium	£15,000.00

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

[redacted] Date 11/2/14

[redacted]ORS
[redacted] St Peter's Street, Hereford HR1 2LE

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LR8 Prohibitions or Restrictions on disposing of the Lease	This lease contains a provision that prohibits or restricts dispositions
LR9 rights of Acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, To acquire the reversion or another lease or the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to surrender this lease) None LR9.3 Landlord's contractual rights to acquire this Lease None
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
L11 Easements	LR11.1 Easement granted by the Lease for the benefit of the property. As set out in the Fourth Schedule of the Lease. LR11.2 Easements granted or reserved by this Lease over the property for the benefit of other property. As set out in the Fifth Schedule of the Lease
LR12 Estate rent charge burdening the property	None
LR13 Application for Standard form restriction	Not Applicable
LR14 Declaration of Trust where there is more than one person comprising the Tenant	[redacted]

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OF THE ORIGINAL

[redacted]

Date 11/2/14

[redacted]TORS
14a St Peter's Street, Hereford HR1 2LE

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THIS DEED is made the 9 day of December 2013

BETWEEN

[redacted]L (hereinafter called the Landlord which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon determination of the term hereby created) and [redacted]] (hereinafter called the Tenant which expression shall where the context so admits include their successors in title) and is SUPPLEMENTAL to a lease (hereinafter called "the Lease") dated 04 July 1966 made between [redacted] of the one part and [redacted] and [redacted] of the other part.

WHEREAS

1. The residue of the term of years created by the Lease is now vested in the Tenant as proprietor of Title Number WA24859

2. The freehold reversion immediately expectant upon the determination of the Lease together with other property is vested in the Landlord as proprietor of Title Number CYM529789.

3. The parties hereto have agreed to enter into this Deed upon the terms hereinafter appearing.

NOW THIS DEED WITNESSES:-

1. In consideration of the sum of Fifteen Thousand Pounds (£15,000.00) now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and also in consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant hereinafter contained the Landlord hereby demise unto the Tenant all that premises demised by the Lease (therein and hereinafter called the 'demised premises') together with but except and reserved nevertheless as more particularly mentioned in the Lease to hold the same unto the Tenant for a term of 139 years from 29 September 2012 yielding and paying therefore during the said term the yearly rent of Fifty Pounds (£50.00) per annum for the remainder of the term all such payments to be made by one payment on the 29 September in every year

2. The parties hereto hereby agree that the Lease is also rectified and shall henceforth take effect and be read and construed as if the wording contained in the Schedule hereto had originally been contained in the Lease.

3. The parties hereto hereby mutually covenant with each other that save as varied by Clauses 1 and 2 hereof all other the terms and conditions on the part of the Lessor and Lessee contained in or implied by the Lease shall continue to be in full force and effect as if the same were fully repeated and set forth in these presents (mutatis mutandis)

4. The parties hereto hereby acknowledge and admit that were it not for the execution of these presents the Lease would be surrendered and

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[redacted]

Date 11/2/14

CITORS
HR1 2LE

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that insofar as it does remain extant by virtue of these presents it shall be and is hereby deemed to be surrendered.

5. The Tenant covenants to pay the Landlord on demand and to indemnify the Landlord against all costs fees and disbursements including VAT incurred by the Landlord in connection with the preparation negotiation completion and registration of this deed.

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds One Hundred and Twenty Five Thousand Pounds (£125,000).

7. It is hereby certified that there is no Agreement for Lease to which this lease gives effect.

Schedule

In Clause 19 of the Sixth Schedule there shall be substituted for the sum of one and half guineas for the notice fee the sum of £50.00 plus VAT.

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

[redacted]

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

[redacted]
RS
2LE

Date 11/2/14

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[redacted]

[redacted]

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OF THE ORIGINAL

Sig[redacted] Date 11/2/14

COULSON READ LEWIS SOLICITORS
14a St Peter's Street, Hereford HR1 2LE

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SIGNED as a Deed by

[redacted]

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

Signed [redacted] Date 11/2/14

COULSON READ LEWIS SOLICITORS
14a St Peter's Street. Hereford HR1 2LE

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Title Number CYM60510

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B432-2

£5

THIS LEASE is made the 18th day of January Two Thousand and ~~One~~ Two

BETWEEN [redacted] and [redacted] (hereinafter called "the Lessor") of the one part and [redacted] (hereinafter called "the Lessee") of the second part

WHEREAS in this Deed unless the context otherwise requires:-

(a) "The Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created

(b) "The Lessee" includes both or all the lessees or lessee as the case may be if and whenever there is more than one and his or their successors in title and the obligation of the Lessee shall be joint and several

(c) "The property" means the property described in the First Schedule hereto

(d) "The Flats" means the flats with the garages or areas allocated to them forming part of the property and "Flat" has a corresponding meaning

(e) "The reserved property" means that part of the property not included in the Flats being the property more particularly described in the Second Schedule hereto

(f) "The Premises" means that part of the property hereby demised as described in the Third Schedule hereto including for purposes of obligation as well as grant the ceiling floors joints beams cisterns tanks sewers drains pipes ducts and conduits specified in the said Schedule

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor doth **HEREBY DEMISE** unto the Lessee **ALL THOSE** the Premises **TOGETHER WTH** the rights set out in the Fourth Schedule hereto **TO HOLD** THE SAME UNTO THE Lessee for the term of **NINETY NINE YEARS** from the Twenty Ninth day of September One Thousand Nine Hundred and Ninety Nine paying therefor during the said term the yearly rent of **SEVENTEEN POUNDS AND FIFTY PENCE (£17.50)** (free of all deductions except Landlords Property Tax) at such place as shall from time to time be prescribed by half yearly payments on the Twenty Fifth day of March and the Twenty Ninth day of September in every year of the said term the first of such payments to be made on the 25th day of March Two Thousand the last payment to be made in

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advance six months before the expiration of the said term **SUBJECT** to the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained

2. THE Lessee hereby covenants with the Lessor that he will observe and perform the obligations on his part set out in the Sixth Schedule hereto

3. THE Lessor hereby covenants with the Lessee that he will observe and perform the obligations on his part set out in the Seventh Schedule hereto

4. THE Lessee paying the rent hereby reserved and performing and observing the covenants on his part herein contained shall peaceably hold and enjoy the premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for him

5. IF the rent hereby reserved or any part thereof is unpaid for twenty one days after becoming payment (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any6 such case it shall be lawful for the Lessors or any person or persons authorised by him that that behalf at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

6. IT IS HEREBY CERTIFIED that the transaction hereby effected oes not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds SIXTY THOUSAND POUNDS (£60,000.00)

IN WITNESS whereof the Lessor and the Lessee have set their hands the day and year first before written

THE FIRST SCHEDULE above referred to

The Property

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ALL THAT piece or parcel of land situate at and forming part of the Pen-yr-Heol Estate Rumney Cardiff aforesaid TOGETHER WITH the buildings consisting of six self contained flats erected thereon ALL WHICH said property is known as 2 Roehampton Court and for the purpose of identification delineated in the plan attached hereto and thereon outlined in blue

THE SECOND SCHEDULE above referred to

The Reserved Property

First ALL THOSE drives paths and forecourts forming part of the property which are for the purposes of identification only delineated on the plan annexed hereto and thereon coloured yellow and secondly ALL THOSE the main structural parts of the buildings forming part of the property including the roofs foundations and external parts thereof (but not the glass of the windows of the Flats nor the interior faces of such of the external walls as bound the flats and the halls staircases landings and other parts of the buildings forming part of the property which are used in common by the owners or occupiers of any two or more of the flats) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat and the joints or beams to which are attached any ceilings except whereof the said joists or beams also support the floor of the Flat

THE THIRD SCHEDULE above referred to

The Premises

ALL THAT Flat forming part of the Property and being one of the Flats and known as Number A.2. Block A Pen-yr-Heol Estate Rumney aforesaid TOGETHER with the garage and other areas forming part of the property allocated to and intended to be enjoyed with the said Flat ALL WHICH said ground floor flat garage and other areas are for the purpose of identification only delineated in the plan annexed hereto and thereon coloured pink TOGETHER with the ceilings and floors of the said Flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached (unless such joists or beams also support the floor of the said Flat) AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said flat but no others EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof but not the glass of the

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windows of the said Flat nor the interior faces of such of the exterior walls as bound the said Flat

THE FOURTH SCHEDULE above referred to

Rights Included in the Demise

1. The right of passage and running of gas electricity water and soil from and to the premises through the sewers drains pipes wires ducts and conduits forming part of the reserved property
2. The benefit of any covenants entered into by the owners of other Flats with the Lessor so far as such covenants are intended to benefit the premises or the Lessee and so far as the benefit thereof can in law accrue to the premises or the Lessee
3. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the premises
4. Such rights of access to and entry upon the reserved property and the other Flats as are necessary for the proper performance of the Lessee's obligations hereunder
5. The right in common with the Lessor the owners and occupiers of the other flats in the same buildings and all others having the like right to use for the purpose only of access to and egress from the premises all such parts of the reserved property as afford access thereto subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
6. The right to use in common with the owners and occupiers of all other flats their visitors and all other persons having a like right the drives paths and forecourts forming part of the reserved property which are coloured yellow in the plan attached hereto subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

THE FIFTH SCHEDULE above referred to

Rights to which this demise is subject

1. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to by enjoyed by any other part of the Property over the premises

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2. Such rights of access or entry upon the premises by the Lessor and the Owners of the other Flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained
3. The burden of any covenants entered into by the Lessor with the Owners of other Flats and the adjoining premises so far as such covenants are intended to bind the Premises or the Lessee

THE SIXTH SCHEDULE above referred to

Covenants by Lessee with Lessor

1. The Lessee shall pay the reserved rent on the days and in manner above mentioned without any deduction (except as aforesaid)
2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the premises or any part thereof or on the Lessor or any owner or occupier in respect thereof
3. If at any time the assessment to income tax under Schedule A in respect of the Premises (whether alone or with other property) is made on the Lessor the Lessee shall on demand pay to the Lessor an amount equal to the said tax from time to time so assessed on the Lessor and attributable to the Premises. If such assessment relates to other property as well as the Premises the amount of tax attributable to the Premises shall be such as is so certified by the Lessor's surveyor
4. The Lessee shall keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in good repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall yield up the same at the determination of this demise in such good repair decoration and condition
5. All internal walls separating the Premises from any other part of the property shall be party walls and shall be used repaired and maintained as such
6. The Lessee shall before repairing any joist or beam to which is attached the ceiling or any other part of the property and before carrying out any repairs or works which he is required to carry out hereunder and for the carrying out of which he requires access to any other part of the property give reasonable notice (and except in cases of extreme urgency at least

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forty eight hours notice) in writing to the occupier of that part of the property the ceiling of which is attached to the said joist or beam or to which the Lessee requires access as the case may be. The Lessee shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have required access to the said other part of the property but shall act carefully and reasonably doing as little damage as possible to any part of the property and making good all damage done

7. The Lessee shall in the year Two Thousand and Five and in every succeeding seventh year of this demise and in the last three months thereof paint with two coats of good oil paint in a workmanlike manner all the wood iron and other parts of the Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and repaper the parts (if any) papered with suitable paper of as good quality as that now in use

8. The Lessee shall clean the windows of the Premises as often as may be necessary

9. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action

10. The Lessee shall not make any alteration in the Premises without the approval in writing of the Lessor of the plans and specifications thereof and shall make alterations only in accordance with such plans and specifications when approved and the Lessee shall at his own expense obtain all licenses planning permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws regulations and conditions and conditions applicable generally or to the specific works undertaken

11. The Lessee shall not do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owner or occupier of any other Flat or whereby any insurance for the time being effected on the property or any part thereof (including the Premises) may be rendered

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void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority

12. The Lessee shall do all such works as under any Act of Parliament or rule of law as directed or necessary to be done on or in respect of the Premises (whether by Landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

13. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town & Country Planning Act 1947 or any enactment amending or replacing it and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

14. The Lessee shall permit the Lessor and the Owners of the other Flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained

15. Neither the Premises nor any part thereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there nor shall any boarders or lodgers be taken or any part of the Premises let off separately but the Lessee shall use the whole for purposes of a private or professional residence only

16. (a) The Lessee shall maintain in efficient working order sufficient electric light or lights fittings and switches in such position or positions and of such type as may be designated by the Lessor for the benefit of persons using the reserved property and will at all times pay or contribute one quarter of the cost of the supply of electricity thereto

    (b) The Lessee shall for the benefit of the persons using the same clean the main entrance hall and hall adjoining the entrance to the Premises and the stair case and landing (if any) including the windows therein leading therefrom to the hall on the floor immediately thereunder

17. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this deed make to govern the use of Flats and the reserved property. Such regulations may be restrictive of acts done on the property detrimental to its character or amenities. Any costs charges or expenses incurred by the

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Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the property shall be deemed to have been properly incurred by the Lessor in pursuance of his obligations under the Seventh Schedule hereto notwithstanding the absence of any specific covenants by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 19 of this Schedule accordingly

18. During the last seven years of the term hereby granted the Lessee will not assign underlet or part with the possession of the Premises or any part thereof without the written consent of the Lessor such consent not to be unreasonably withheld

19. The Lessee and every person taking any estate or interest in the Premises or any part thereof through or under the Lessee whether by assignment devolution operation of law or in any other manner shall within fourteen days after taking such estate or interest deliver to the Lessors which notices thereof specifying the nature of the estate or interest and particulars of the manner in which it was acquired or arose and will if so required produce any assignment probate grant of administration order of court or other instruments relating to the transaction or acquisition of the estate or interest and will pay to the Lessor a fee of Twenty Pounds plus VAT with every such notice as aforesaid for the registration thereof and will in every assignment or underlease of the Premises cause a covenant to the like effect as this present covenant to be entered into by the assignee or the underlessee

20. The Lessee shall keep the Lessor indemnified from and against 16 2/3 per cent of all costs charges and expenses incurred by the Lessor in carrying out his obligations under the Seventh Schedule together with a like proportion of the Lessor's agents fees and expenses in respect thereof

21. The Lessee shall within twenty one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with the Seventh Schedule hereto) due from the Lessee to the Lessor pursuant to Clause 20 of this Schedule pay the same unto the Lessor

22. The Lessee will at all times during the said term pay direct to the Insurers nominated in accordance with the Seventh Schedule hereto the proportion of insurance premium attributable to the Premises and the apportionment of the premium payable in respect of the property by the Insurers shall be accepted by the Lessee

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23. To keep rubbish and other refuse in a proper receptacle and to store such receptacle either on the Premises on that part of the reserved property allocated to the flat by the Lessor
24. No clothes or other articles shall be hung or exposed outside the Flat or upon any external part of the buildings
25. The Lessee shall not permit or allow any car or other vehicle to be parked so as to cause an obstruction or inconvenience to other persons wishing to gain access to or from the garages forming part of the Property or the properties built on the adjoining land of the Lessor
26. The Lessee shall pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
27. The Lessee shall turf or seed with grass the garden allocated to the premises and coloured pink hatched black on the Plan except such part thereof as is cultivated for the growing of flowers fruit or vegetables and shall maintain the same in a neat and tidy condition and will not convert the same except as aforesaid to any other sue than as a lawn
28. That the Lessee paying the rent and performing and observing the covenants on their part contained in the Lease shall peaceably hold and enjoy the Premises without any interruption by the Lessor (or any person rightfully claiming under or in trust for them)

THE SEVENTH SCHEDULE above referred to

Covenants on the part of the Lessors

1. The Lessors will at all times during the said term keep the property insured or cause it to be insured and kept insured in his name against destruction or damage by fire lighting storm tempest aircraft and other such risks as might from time to time in the Lessor's discretion seem necessary or reasonable to the full amount of the value thereof through the Agency of the Lessor with the Royal & Sun Alliance and as often as the property or any part thereof shall be destroyed or damaged the Lessor will cause the moneys received in respect of the said insurance to be laid out in rebuilding and reinstating the property in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting the same and the Lessor will whenever required produce or cause to be produced to the Lessee the policy of such insurance and the receipt for the last

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5. The Lessor will construct the carriageway footpath and sewers thereunder upon which the property now abuts to the specification of the Highway Authority and will maintain and keep the same in good repair until taken over and adopted by the Highway Authority as a public highway and will indemnify the Lessee from and against all costs charges ad expenses in respect thereof
6. That (if so required by the Lessee) it will enforce the covenants on the part of the Lessees of any of the other flats in the Building on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

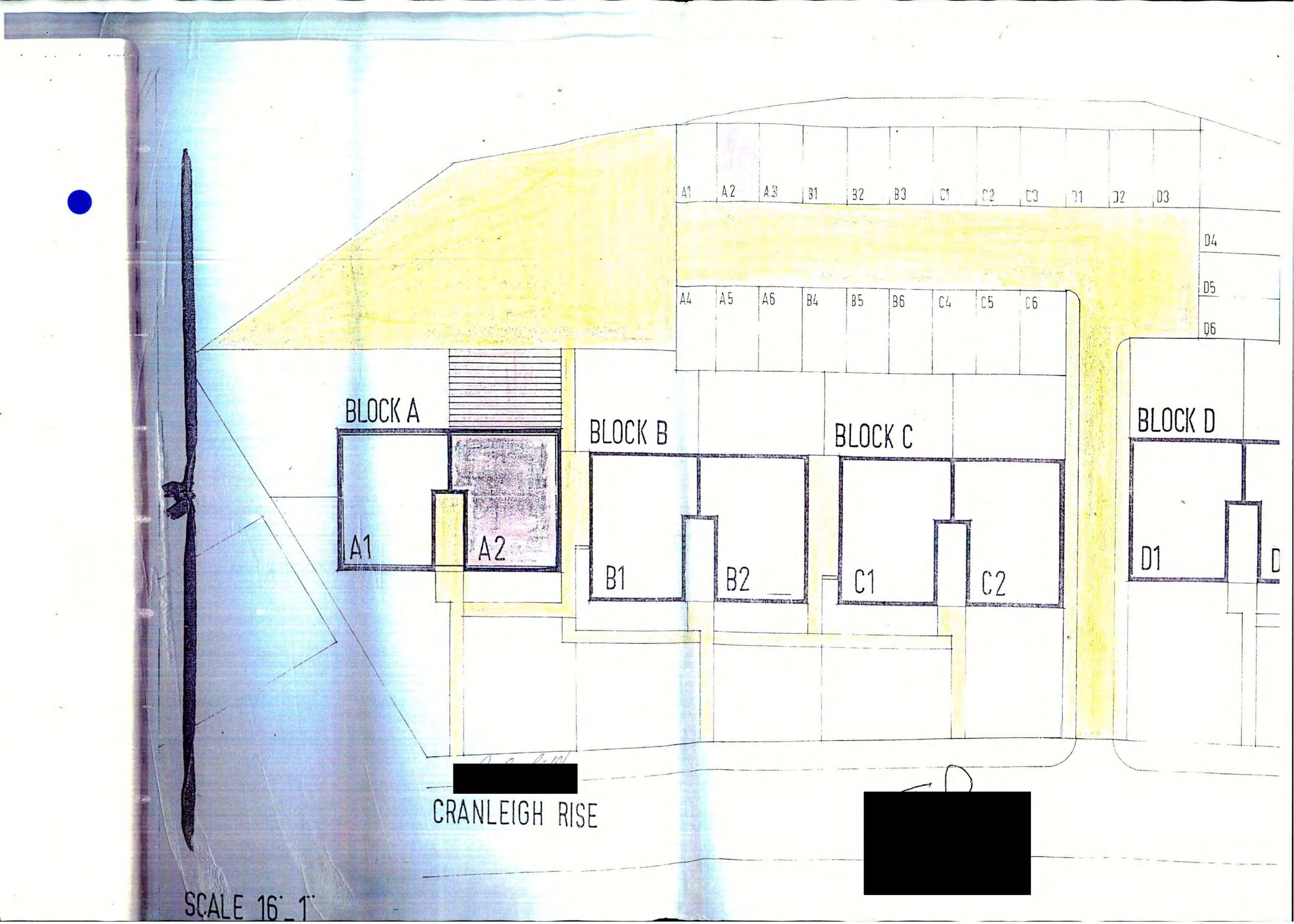
SIGNED AS A DEED by the said)

[redacted]

SIGNED AS A DEED by the said)

[redacted]

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DATED 24th July 2009



J [redacted]

We hereby certify that this is a true and complete copy of the original.
McTaggart Solicitors
24 St Andrews Crescent
Cardiff CF10 3DD

SUPPLEMENTAL LEASE

&

DEED OF VARIATION

relating to

5 Roehampton Court

RUMNEY CARDIFF CF3 4AN

Lessors` Solicitors
Hopkin John
18 Churchill Way
Cardiff
CF10 2DY

Lessee`s Solicitors
McTaggart
24 St Andrews Crescent
Cardiff
CF10 3DD

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LR1. Date of Lease 24th July 2009

LR2. Title Number (s)

LR2.1. Landlords Title Number
NOT REGISTERED

LR2.2. Tenant's Title Number

WA143597

LR3. Parties to the Lease

Landlord

[redacted]

Tenant

[redacted]

Other Parties

NONE

LR4. Property

Second floor flat with separate garage known as 5 ROEHAMPTON COURT RUMNEY CARDIFF CF3 4AN shown coloured pink on the lease plan

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of regstration, this clause shall prevail.

LR5. Prescribed statements.

LR5.1. Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under The Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

NONE

LR5.2. This lease is made under, or by reference to the provisons of:

Leasehold Reform Act 1967

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	Housing Act 1985 Housing Act 1988 Housing Act 1996 NOT APPLICABLE
LR6. Term for which the Property is leased	The term is a follows: 99 years from 24th July 2009
LR7. Premium.	£6,300-00
LR8. Prohibitions or restrictions on disposing of the lease.	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of Acquisition etc.	LR9.1. Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land NONE LR9.2. Tenant's covenant to (or offer to) surrender this lease NONE LR9.3. Landlord's contractual rights to acquire this lease NONE
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property.	NONE
LR11. Easements.	LR11.1. Easements granted by the lease for the benefit of the Property. AS SET OUT IN THE 4th SCHEDULE OF THE FORMER LEASE LR11.2. Easements granted or reserved by this Lease over the Property for the benefit of other property.

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	AS SET OUT IN THE 5th SCHEDULE OF THE FORMER LEASE
LR12. Estate rent charge burdening the Property.	**NONE**
LR13. Application for standard form of restriction.	**NOT APPLICABLE**
LR14. Declaration of trust where there is more than one person comprising the Tenant.	**NOT APPLICABLE**

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This DEED is made the Twenty Forth **day of** July **Two Thousand and Nine**

Between

[redacted]

(hereinafter called the 'Lessor' which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon determination of the term hereby created) of the first part

[redacted] **(hereinafter called "the Trustees") of the second part and J** [redacted] **(hereinafter called 'the Tenant' which expression shall where the context so admits include his successors in title) of the third part and is SUPPLEMENTAL to a Lease (hereinafter called 'the Lease') dated the 5th day of July One Thousand Nine Hundred and Sixty Six made between** [redacted] **of the one part and** [redacted] **of the other part**

WHEREAS

(1) The freehold reversion immediately expectant upon determination of the Lease is vested in the Lessor and the residue of the term of years created by the Lease is now vested in the Tenant as proprietor of Title Number WA143597

(2) The parties hereto have agreed to enter into this Deed upon the terms hereinafter appearing

(3) The Lessor for the purpose of giving a receipt for capital monies receivable in exercise of his statutory powers in that behalf and every other power enabling him hereby appoints [redacted] **to be a trustee of the freehold reversion of the Lease jointly with the Lessor in place of** [redacted] **deceased**

NOW THIS DEED WITNESSES:

1. IN consideration of the sum of Six Thousand Three Hundred Pounds (£6,300-00) now paid by the Tenant to the Trustees (the receipt whereof the Trustees hereby acknowledges) and also in consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant hereinafter contained the Lessor hereby demises unto the Tenant ALL THAT the premises demised by the Lease (therein nd hereafter called 'the demised premises') TOGETHER WITH but EXCEPT AND RESERVED nevertheless as more particularly mentioned in the Lease TO HOLD the

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same unto the Tenant for a term of Ninety Nine years from the 24th day of July Two Thousand and Nine YIELDING AND PAYING THEREFOR during the said term the yearly rents as follows namely Fifty Pounds (£50.00) for the first thirty three years of the term One Hundred Pounds (£100-00) for the next thirty three years of the term and One Hundred and Fifty Pounds (£150-00) for the remainder of the term all such payments to be made by two equal payments on the same dates as stated in the Lease in every year and so in proportion for any less period than a year clear of all deductions the first payment computed from the 24th day of July Two Thousand and Nine to be made on the execution hereof

2. THE parties hereto hereby agree that the Lease is also rectified and shall henceforth take effect and be read and construed as if the wording and covenants contained in the Schedule hereto had originally been contained in the Lease and the Lessor and the Tenant covenant in the form of covenants contained in the Schedule

3. THE parties hereto hereby mutually COVENANT with each other that save as varied by Clauses 1 and 2 hereof all other the terms and conditions on the part of the Lessor and Lessee contained in or implied by the Lease shall continue to be in full force and effect as if the same were fully repeated and set forth in these presents (*mutatis mutandis*)

4. THE parties hereto hereby acknowledge and admit that were it not for the execution of these presents the Lease would be surrendered and that insofar as it does remain extant by virtue of these presents it shall be and is hereby deemed to be surrendered.

5. THE Tenant covenants to pay to the Lessor on demand and to indemnify the Lessor against all costs fees and disbursements including VAT incurred by the Lessor in connection with the preparation negotiation completion and registration of this deed

6. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds One Hundred and Seventy Five thousand pounds (£175,000.00)

7. IT is hereby certified that there is no Agreement for Lease to which this lease gives effect

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

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SCHEDULE

1. In clause 18 of the Sixth Schedule there shall be substituted for the sum of One and a half guineas for the notice fee the sum of £30-00
2. In the Seventh Schedule of the Lease there shall be added a clause 6 in the following terms:

   That (if so required by the Lessee) it will enforce the covenants on the part of the lessees of any of the other Flats on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require
3. In the Seventh Schedule of the Lease there shall be added a clause 7 in the following terms:

   That the Lessee paying the rent and performing and observing the covenants on his part contained in the Lease shall peaceably hold and enjoy the Premises without interruption by the Lessor or any person rightfully claiming under or in trust for him

SIGNED as a deed and DELIVERED

[redacted]

SIGNED as a deed and DELIVERED

[redacted]

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These are the notes referred to on the following official copy

Title Number CYM492121

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 26th March 2010

[redacted]

SEQ234

COPY

We Certify This Document
To Be A True Copy Of
The Original
Kruzins Solicitors
Kruzins
13.5.10

DEED OF VARIATION AND OF SURRENDER AND REGRANT

relating to

6 ROEHAMPTON COURT RUMNEY CARDIFF CF3 4AN

Lessors' Solicitors
Hopkin John
18 Churchill Way
Cardiff
CF10 2DY

Lessees' Solicitors
Kruzins
92a Crwys Road
Cardiff
CF24 4NP

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LR1. Date of Lease 26th March 2010

LR2. Title Number (s)

LR2.1. Landlords Title Number (s)
NOT REGISTERED

LR2.2. TENANT`S Title Number

WA714854

LR3. Parties to the Lease

Landlord

[redacted]

Tenant

[redacted]

Other Parties

NONE

LR4. Property

Second floor flat at 6 Roehampton Court Rumney Cardiff CF3 4AN and separate garage at Cranleigh Rise as more particularly defined in the Third Schedule to a lease dated 8th June 1966 [redacted] **(1) and** [redacted] **PS (2) and therein called "the Premises")**

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

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LR5. Prescribed statements.

LR5.1. Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under The Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

This Lease is granted under the provisions of Section 56 of The Leasehold Reform Housing and Urban Development Act 1993

LR5.2. This lease is made under, or by reference to the provisons of:

Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996

NOT APPLICABLE

LR6. Term for which the Property is leased

The term is as follows:

141 years from 26th March **2010**

LR7. Premium.

£8,720.00

LR8. Prohibitions or restrictions on disposing of the lease.

This lease contains a provision that prohibits or restricts dispositions during the last 7 years

LR9. Rights of Acquisition etc.

LR9.1. Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

NONE

LR9.2. Tenant's covenant to (or offer to) surrender this lease

NONE

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	LR9.3. Landlord's contractual rights to acquire this lease. **NONE**
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	**NONE**
LR11. Easements.	**LR11.1. Easements granted by the lease for the benefit of the Property** **AS SET OUT IN THE 4th SCHEDULE OF THE FORMER LEASE** **LR11.2. Easements granted or reserved by this Lease over the Property for the benefit of other property** **AS SET OUT IN THE 5th SCHEDULE OF THE FORMER LEASE**
LR12. Estate rent charge burdening the Property.	**NONE**
LR13. Application for standard form of restriction.	**Not applicable**
LR14. Declaration of trust where there is more than one person comprising the Tenant.	**The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.**

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This DEED is made the Twentyninth **day of** March **Two Thousand and Ten**

Between

[redacted]

(hereinafter called the 'Appointor') of the first part [redacted]

(hereinafter called "the New Trustee") of the second part the Appointor and the New Trustee (hereinafter called "the Lessors" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon determination of the term hereby created) of the third part and [redacted]

both o [redacted] **(hereinafter called 'the Tenant' which expression shall where the context so admits include their successors in title) of the fourth part and is SUPPLEMENTAL to a Lease (hereinafter called 'the Original Lease') dated the 8th day of July One Thousand Nine Hundred and Sixty Six made between** [redacted] **of the other part**

WHEREAS

(1) The residue of the term of years created by the Original Lease is now vested in the Tenant as proprietor of Title Number WA714854

(2) By virtue of a Deed of Appointment dated 3rd August 1992 made between the Appointor of the one part and John Archie Light (hereinafter called "the Deceased") of the other part the freehold reversion immediately expectant upon the determination of the Lease together with other property was held by the Appointor and the Deceased upon the trusts contained in the Will of Archie Edgar Light deceased (hereinafter called "the Will") dated 31st March 1983 which include a trust for sale

(3) The Deceased died on the 6th day of November 2007

(4) The parties hereto have agreed to enter into this Deed upon the terms hereinafter appearing

(5) In order to give a valid receipt for the consideration hereinafter mentioned the Appointor desires to appoint the New Trustee to be a trustee of the Will in place of the Deceased and jointly with himself but only in relation to the freehold reversion immediately expectant upon the determination of the Lease

NOW THIS DEED WITNESSES:

1. THE Appointor in exercise of his statutory power in that behalf and every other power enabling him hereby appoints the New Trustee to be a trustee of the Will

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jointly with the Appointor in place of the Deceased but only in relation to the freehold reversion immediately expectant upon the determination of the Lease

2. THE parties hereto hereby agree and declare that the Original Lease be rectified and that it shall henceforth take effect and be read and construed as if the wording contained in the Schedule hereto had originally been contained in the Original Lease

3. IN consideration of the regrant herein contained the Tenant hereby with effect from the date hereof surrenders and assigns to the Lessor the Original Lease

4. IN consideration of the said surrender and of the sum of Eight Thousand Seven Hundred and Twenty Pounds (£8,720-00) now paid by the Tenant to the Lessors (the receipt whereof the Lessors hereby acknowledge) and also in consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant hereinafter contained the Lessors hereby demise unto the Tenant ALL THAT the premises demised by the Original Lease (therein and in the Schedule hereto called 'the Premises') TOGETHER WITH but EXCEPT AND RESERVED nevertheless as more particularly mentioned in the Original Lease TO HOLD the same unto the Tenant for a term of One Hundred and Forty One years from the date hereof YIELDING AND PAYING THEREFOR during the said term the yearly rents of one peppercorn such payment to be made on the 25th day of March in every year and so in proportion for any less period than a year clear of all deductions the first payment computed from the date hereof (but giving credit for any rent paid in advance under the Original Lease in respect of the same period) to be made on the execution hereof

5. THE parties hereto hereby mutually COVENANT and agree with each other that save as varied by Clause 3 hereof all the terms and conditions on the part of the Lessor and Lessee contained in or implied by the Original Lease rectified by clause 2 hereof shall continue in full force and effect as if the same were fully repeated and set forth in these presents (*mutatis mutandis*)

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

SCHEDULE

1. In clause 18 of the Sixth Schedule there shall be substituted for the sum of one and a half guineas for the notice fee the sum of £30-00
2. In the Seventh Schedule of the Original Lease there shall be added a clause 6 in the following terms :

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That (if so required by the Lessee) the Lessor will enforce the covenants on the part of the lessees of any of the other flats in the Property on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

3. In the Seventh Schedule of the Lease there shall be added a clause 7 in the following terms :

That the Lessee paying the rent and performing and observing the covenants on his part contained in the Original Lease shall peaceably hold and enjoy the Premises without interruption by the Lessor or any person rightfully claiming under or in trust for him

SIGNED as a deed and DELIVERED

[redacted]

SIGNED as a deed and DELIVERED

[redacted]

[redacted]

This official copy is incomplete without the preceding notes page.

These are the notes referred to on the following official copy

Title Number CYM745114

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 28 SEPTEMBER 2017

Mintgreen Properties (Cardiff) Ltd.

- to -

[redacted]

DEED OF SURRENDER and REGRANT

Re:
3 Roehampton Court Cranleigh Rise Rumney Cardiff CF3 4AN

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PARTICULARS

Land Registry Prescribed Particulars

With the exception of LR13 and LR14 these particulars must not be deleted even if there is no information to put in them.

LR1. Date of Lease	28/09/ 2017
LR2. Title number (s)	**LR2.1 Landlord's title number (s)** CYM 658819 CYM 659912 *Title number (s) out of which this lease is granted. Leave blank if not registered.* **LR2.2 Other title numbers** Tenants' title number WA 152455 *Existing title number (s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*
LR3. Parties to this lease *Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated*	**Landlord** Mintgreen Properties (Cardiff) Limited Company Registration Number 9474214 **Tenant** [redacted]
LR4. Property *Insert a full description of the land being leased.* *Or* *Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.* *Where there is a letting or part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*	**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.** 3 Roehampton Court Cranleigh Rise, Rumney Cardiff CF3 4AN
LR5. Prescribed statements etc. *If this lease includes a statement falling within LR5.1, insert under that sub clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.* *In LR5.2, omit or delete those Acts which do not apply to this lease.*	***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.*** None ***LR 5.2 This lease is made under, or by reference to, provisions of:*** None

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LR6. Term for which the Property is leased *Include only the appropriate statement (duly completed) from the options.* *NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*	The term is as follows: From 29th September 2017 for a period of 999 years expiring on the 28th September 3016.
LR7. Premium *Specify the total premium, inclusive of any VAT where payable.*	£24,000
LR8. Prohibitions or restrictions on disposing of this lease *Include whichever of the two statements is appropriate.* *Do **not** set out here the wording of the provision.*	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. *Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.** None **LR9.2 Tenant's covenant to (or offer to) surrender this lease** None **LR9.3 Landlord's contractual rights to acquire this lease.** None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property. *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	N/A
LR11. Easements *Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*	**LR11.1 Easements granted by this lease for the benefit of the Property.** See the Schedule referred to in the lease. **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property.** See the Schedule referred to in the lease
LR12. Estate rentcharge burdening the property *Refer here only to the clause, schedule or*	None

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paragraph of a schedule in this lease which sets out the rentcharge. **LR13. Application for standard form of restriction** *Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.* *Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*	
LR14. Declaration of trust where there is more than one person comprising the Tenant *If the Tenant is one person, omit or delete all the alternative statements.* *If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*	None

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LAND REGISTRATION ACTS 1925 TO 2005

County: Cardiff

Property: 3 Roehampton Court Cranleigh Rise, Rumney Cardiff CF3 4AN

THIS DEED is made the 28th day of September 2017

BETWEEN

1) The Landlord specified in LR3 of the Prescribed Particular ("the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) and
2) The Tenant specified in LR3 of the Prescribed Particulars ("the Tenant" which expression where the context so admits includes the successors in title of the Tenant)

WHEREAS:

A. This Deed is supplemental to a lease (the "original Lease") dated 8th July 1966 and made between [redacted] cot (2) whereby all that property known as Flat 3 Roehampton Court, Cranleigh Rise, Cardiff, CF3 4AN ("the Property") as more particularly described in the lease was demised to the said Archie Edgar Light and Gordon Wesley Addicot for a term of 99 years from 29th September 1962 at the yearly rent of £17.10s together with the rights and subject to the obligations and other matters and to the exceptions and reservations more particularly set out and contained in the original Lease.

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B. The freehold reversion immediately expectant on the determination of the original Lease is now vested in the Landlord under Title Number CYM 658817

C. The terms created by the original Lease and registered under Title Number WA 152455 are now vested in the Tenant for all the unexpired residue of the said terms of years

D. The Landlord and the Tenant are desirous of extending the terms of the original Lease and amending the Ground Rent of the original Lease upon the terms and in the manner hereinafter appearing.

NOW THS DEED WITNESSESS as follows:

1. In consideration of the sum of £24,000 (Twenty Four Thousand Pounds) now paid by the Tenant to the Landlord (the receipt of which the Landlord hereby acknowledges) the Tenant with Full Title Guarantee HEREBY ASSIGNS AND SURRENDERS unto the Landlord the Property which shall forthwith merge with the Freehold reversion of the Property.

2. The Landlord AGREES that the Tenant's Fixtures in or upon the Property shall not vest in the Landlord on the execution of this Deed and that the Tenant shall have the same rights in them after execution of this Deed as if they had been annexed to the Property after execution of this Deed

3. The Landlord with Full Title Guarantee HEREBY DEMISES to the Tenant the Property Rights and other matters and subject to the exceptions and reservations covenants and stipulations comprised in the original Lease TO HOLD to the Tenant for a term of 999 Years from the 29th September 2017 expiring on the 28th September 3016 and subject to the Ground rent being amended according to the schedule hereinafter referred to.

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4. This Lease is made upon the same terms and subject to the same covenant conditions and provisions in all respects as those contained in the original Lease (save as to the term of years granted and Ground Rent as per the schedule).

5. The Landlord and the Tenant hereby mutually covenant with each other that they will respectively perform and observe the several covenants provisions and stipulations contained in the original Lease, expressed as fully as if the same covenants provisos and stipulations had been herein repeated in full.

6. The Landlord and the Tenant AGREE to the registration of this Deed and hereby jointly apply to the Chief Land Registrar to make the necessary entries on the Register of the Title Numbers CYM 658819 and WA 152455 in order to give effect to the variations contained in this Deed and following registration of this Deed the Landlord and the Tenant agree to supply each other with a copy of their respective Titles within two weeks of registration

7. Unless the right of enforcement is expressly provided for in this Lease a person who is not a party to this Lease may not by virtue of the Contract (Rights of Third Parties) Act 1999 enforce any of its terms

8. IT IS HEREBY CERTIFIED that there is no agreement for a lease to which this Lease gives effect

IN WITNESS whereof the parties hereto cause this Deed to be executed on the day and the year first before written

THE SCHEDULE
(Hereinbefore referred to)

1. (1) During the term The yearly basic Rent payable shall be peppercorn if so demanded.

This official copy is incomplete without the preceding notes page.

EXECUTED as a DEED by the said)

[redacted]

SIGNED as a DEED by the said)

[redacted]

)

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

Official copy of register of title
Copi swyddogol o gofrestr teitl

Title number / Rhif teitl	Edition date / Dyddiad yr argraffiad
CYM658819	22.06.2018

- This official copy shows the entries on the register of title on 09 JAN 2026 at 12:12:53.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jan 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 09 IONAWR 2026 am 12:12:53.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 09 Ionawr 2026.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

CARDIFF/CAERDYDD

1 (14.06.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Roehampton Court, Cranleigh Rise, Rumney, Cardiff (CF3 4AN).

2 (03.09.2015) The land has the benefit of any legal easements granted by a Transfer dated 8 May 2015 made between (1) Phillip Jeremy Phillips, Penelope Sian Phillips and Caroline Brenda Hornberger and (2) Mintgreen Properties (Cardiff) Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

1 (03.09.2015) PROPRIETOR: MINTGREEN PROPERTIES (CARDIFF) LIMITED (Co. Regn. No. 9474214) of 70 Charlotte Street, London W1T 4QG.

2 (03.09.2015) The price stated to have been paid on 8 May 2015 was £20,000.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (03.09.2015) The land is subject to such rights as may have been granted by leases of land originally in the title out of which the land in this title was transferred, for the original terms of the respective leases or until earlier extinguishment of the rights.

2 (14.06.2011) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases
Atodlen prydlesi a nodwyd

	Registration date and plan ref. Dyddiad cofrestru	Property description Disgrifiad eiddo	Date of lease and term Dyddiad a hyd	Lessee's title Teitl y prydlesai
1	10.02.2014 Numbered 2 in blue (part of) and 3 NOTE: The lease comprises also other land	1 Roehampton Court (Ground Floor Flat) Garden Ground	04.12.2013 139 years from 29.09.2012	CYM610304
2	13.02.2002 Numbered 1 in blue	2 Roehampton Court, Cranleigh Rise	18.01.2002 99 years from 29/09/1999	CYM60510
3	12.10.1979 Numbered 1 in blue	4 Roehampton Court, Cranleigh Rise	04.07.1966 99 years from 29/09/1962	WA133829
4	20.08.2009 Numbered 2 in blue	5 Roehampton Court, Cranleigh Rise	24.07.2009 99 years from 24/07/2009	CYM459646
5	14.05.2010 Numbered 1 in blue	6 Roehampton Court, Cranleigh Rise	26.03.2010 141 years from 26/03/2010	CYM492121
6	22.06.2018 Numbered 2 in blue NOTE: The Lease comprises also other land.	3 Roehampton Court, Cranleigh Rise	28.09.2017 999 years from 29/09/2017 and expiring on 28/09/3016	CYM745114

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

The electronic official copy of the title plan follows this message.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

This official copy is issued on 02 January 2025 shows the state of this title plan on 02 January 2025 at 14:45:27. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Wales Office .

Mae'r copi swyddogol hwn a gyhoeddir ar 02 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 02 Ionawr 2025 am 14:45:27. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr.
Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

HM Land Registry
Official copy of title plan

Title number **CYM658819**
Ordnance Survey map reference **ST2179SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cardiff / Caerdydd**

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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

These are the notes referred to on the following official copy

Title Number CYM658812

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

FUGLERS
SOLICITORS
CHARLOTTE STREET
LONDON W1T 4QP
TEL: 020 7323 6450

fuglers MS

Give full name(s).

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

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: CYM529789
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Cheriton Court, Cranleigh Rise, Rumney, Cardiff, CF3 4AN The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 08 May 2015
5	Transferor: [redacted] For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: [redacted] liability partnership For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: [redacted]

This official copy is incomplete without the preceding notes page.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

[redacted]

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title

12 Additional provisions

Definitions

a) "Retained Land" means the remainder of title number CYM529789
b) "Plan" means the plan annexed hereto
c) where the context so admits the expressions "the Transferor" and "the Transferee" shall be deemed to include the successors in title of the Transferor and the Transferee respectively;
d) where there are two or more persons included in the expression "the Transferee" the covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
e) where the context so admits the expressions "the Transferor" and "the Transferee" shall be deemed to include the successors in title of the Transferor and the Transferee respectively;

Rights granted for the benefit of the property

This official copy is incomplete without the preceding notes page.

numbers referred to in panel 2.	The Property is transferred to the Transferee together with the following rights:- 1. All such easements, quasi easements, rights and privileges presently enjoyed by the Property over the Retained Land
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	Rights reserved for the benefit of other land There are reserved out of the Property for the benefit of the whole and every part of the Retained Land the owners and occupiers for the time being of the Retained Land and all other persons now or in the future similarly entitled the following rights: 1.All such easements, quasi easements, rights and privileges presently enjoyed by the Retained Land over the Property.
Include words of covenant.	Restrictive covenants by the transferee

This official copy is incomplete without the preceding notes page.

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The Property is transferred subject to the leases registered under title numbers WA56302, CYM426818, WA26695, CYM285583, CYM570475 and the unregistered lease in relation to 6 Cheriton Court dated 23rd January 1967 and made between A E Light (1) and J Bourge (2) ("the Leases") referred to in the contract and the charges register of title number CYM529789 and the Transferee covenants with the Transferor that the Transferee will:**(Please see continuation sheet)**

This official copy is incomplete without the preceding notes page.

Land Registry
Continuation sheet for use with application and disposition forms

CS

1	Continued from Form:	Title number(s):

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

2

1
observe and perform the covenants and conditions contained or referred to in the property and charges registers of title number CYM529789 so far as they relate to the Property and in so far as they are subsisting and capable of taking effect

2
observe and perform the covenants and obligations on the part of the landlord contained in the Leases

3
indemnify and keep the Transferor and his estate and his successors in title indemnified against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor or his estate or his successors in title in respect of any future breach or non-observance or non-performance of those covenants, conditions and obligations

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance.

13 Execution

[redacted]

.....

Name in Capitals

.....

Address

.....

.....

Occupation

.....

WARNING

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13 Execution

[redacted]

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[redacted]

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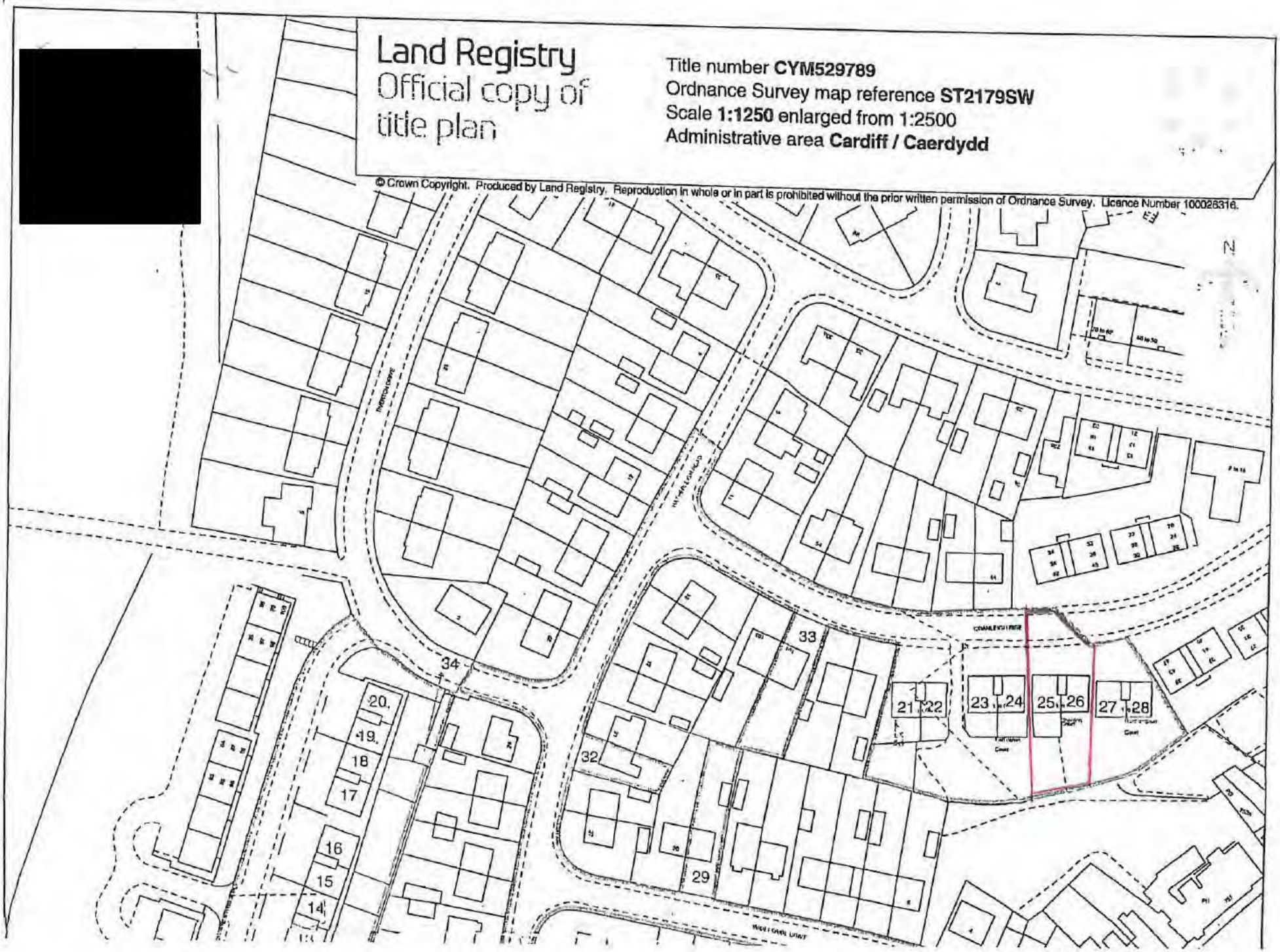
[redacted]

[redacted]

Land Registry
Official copy of title plan

Title number **CYM529789**
Ordnance Survey map reference **ST2179SW**
Scale **1:1250** enlarged from 1:2500
Administrative area **Cardiff / Caerdydd**

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This official copy is incomplete without the preceding notes page.

DATED

7th April 2026

LEASE

between

[redacted]

Lease of the roof space

Roehampton Court,

Cranleigh Rise,

Rumney,

Cardiff,

CF3 4AN

LR1. Date of lease 7th April 2026

LR2. Title number(s)

LR2.1 Landlord's title number(s)

CYM658819

LR2.2 Other title numbers

CYM658812 and CYM658814

LR3. Parties to this lease

Landlord

[redacted]

Tenant

[redacted]

Other parties

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in the definition of "Contractual Term" at clause 1.1 of this lease.

LR7. Premium

£14,000.00

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements granted in clause 3.1 and set out in Schedule 2 to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements reserved in clause 4 and set out in Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust

This lease is dated

Parties

(1) [redacted]

(2) [redacted]

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Authorised Person: any:

a) undertenant or person deriving title under the Tenant;

b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Building: the land and building known as Roehampton Court, Cranleigh Rise, Rumney, Cardiff, CF3 4AN registered at HM Land Registry with title number CYM658819 shown coloured green on Plan 2.

Common Parts: the:

a) door(s), entrance hall, passages, staircases and landings of the Building;

b) any external paths, driveways, yard, staircases forming part of the Estate

insofar as those areas are not demised to the Tenant or any Flat Tenant and which are provided by the Landlord for use by the tenants and occupiers of the Building and their employees, agents, licensees and visitors.

Conditions for Entry: the following conditions, with which any person exercising a right of entry shall comply:

a) effecting entry at a reasonable time (or at any time in an emergency);

b) if exercising a Right, giving reasonable notice to the Landlord (except in the case of emergency when no notice is required);

c) if exercising a Reservation, giving reasonable notice to the Tenant (except in the case of emergency when no notice is required) and (where applicable) complying with paragraph 7 of Schedule 6;

d) causing as little damage as possible to the premises that are entered (including any fittings or chattels in those premises) and promptly making good any damage caused to the reasonable satisfaction of the Landlord or the Tenant (as applicable); and

e) complying with any reasonable requirements of the person whose premises are being entered (including any third-party occupier) in relation to the exercise of the right of entry.

Contractual Term: a term of 999 years from and including the date of this Lease and ending on the day of

Current Service Charge Year: the Service Charge Year current at the date of this lease.

Default Interest Rate: 4% per annum above the base rate from time to time of National Westminster Bank PLC or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Entrance Door: any door that provides direct access to, or from, the Property, or to the Common Parts or the exterior of the Building.

Estate: means the area edged blue on Plan 1

Estimated Service Charge: a sum assessed by the Landlord or its agents as being a fair and reasonable estimate of the Service Charge for a Service Charge Year.

Flat: any premises forming part of the Building which from time to time are, or are intended to be, let and occupied as a single private dwelling (except the Property)

Flat Tenant: a tenant from time to time of a Flat which is let on a lease granted for an original contractual term of over 21 years.

Insurance Rent: the aggregate in each year of:

a) a fair proportion of the cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in insuring the Building in accordance with its obligations in paragraph 2 of Schedule 6;

b) a fair proportion of the cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this lease (after any discount or commission is allowed or paid to the Landlord);

c) any IPT payable on any sum set out in paragraphs (a) and (b) (inclusive) of this definition.

Insured Damage: damage or destruction caused by an Insured Risk against which the Landlord has insured or is obliged to insure under paragraph 2.1 of Schedule 6.

Insured Risks: fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, terrorism, subsidence, heave, landslip, collision, accidental damage to underground services, and any other risks which the Landlord reasonably decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Neighbouring Property: the freehold property known as Farlington Court, Cranleigh Rise, Rumney, Cardiff, CF3 4AN and registered at the Land Registry with Title Number CYM658814 and the freehold property known as Cheriton Court, Cranleigh Rise, Rumney, Cardiff, CF3 4AN and registered at the Land Registry with Title Number CYM658812

Licence to Carry Out Works: the licence to carry out works set out in Schedule 9 of this Lease

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Parking Space: the parking space shown edged red and coloured green on Plan 1 or such other parking space in the Estate as the Landlord shall from time to time designate for use by the Tenant.

Permitted Use: as a single private dwelling.

Permitted Works: any works or installations to which the Landlord has consented as set out in Schedule 8

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Premium:

Property: the property described in Schedule 1.

Regulations: the tenant covenants set out in Schedule 5.

Reinstatement Cost the full cost of reinstatement of the Building, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees, statutory fees and incidental expenses and the costs of any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses (except to the extent that the Landlord will obtain credit for such VAT as input tax or otherwise recover it).

Rent: a peppercorn per annum, if demanded.

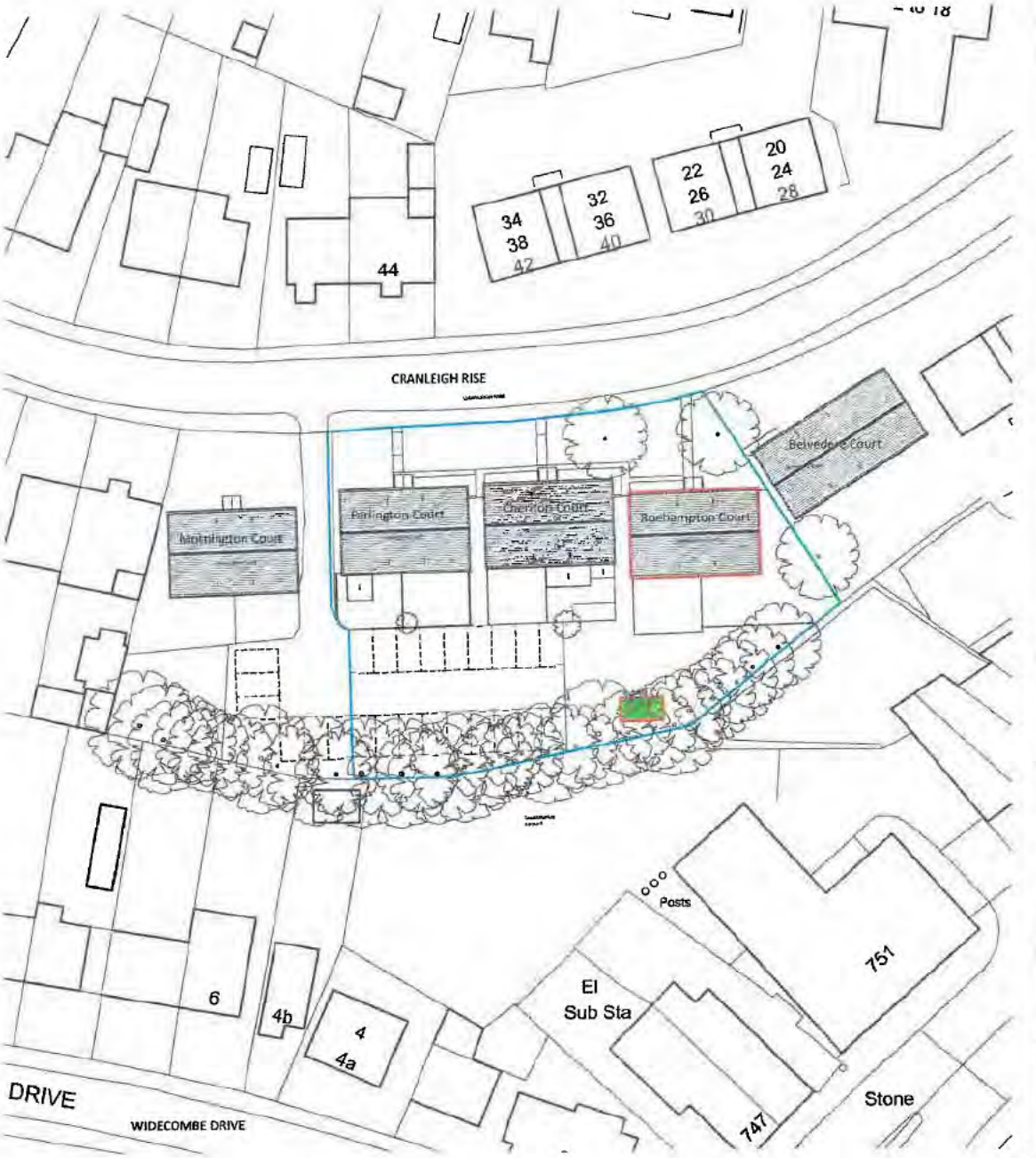
Rents: the rents set out in clause 2.2.

Reservations: the rights excepted and reserved in clause 4 and set out in Schedule 3.

Retained Parts: all parts of the Building including (but not limited to) all of:

a) the structural parts of the Building;

PLAN 1



Key:

RED LINE SHOWS LEASEHOLD DEMISE

BLUE LINE SHOWS ESTATE BOUNDARY

[redacted]

NEWTON ARCHITECTURE LTD

Project	Cranleigh Rise (Farlington, Cheriton & Roehampton Courts)
Title	Lease Plan (Roehampton Court Roofspace)
Drawing no.	2035 - 5003
Date	04.02.25
Rev.	A
Scale	1:500@A3

[redacted]

PLAN 2

HM Land Registry
Official copy of title plan

Title number **CYM658812**
Ordnance Survey map reference **ST2179SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cardiff / Caerdydd**



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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

b) the Common Parts; and

c) the Service Media and any other plant, machinery and equipment at the Building

but excluding the Property and the Flats

Rights: the rights granted in clause 3 and set out in Schedule 2.

Service Charge: a fair proportion of the Service Costs.

Service Charge Payment Dates: 25 March and 29 September in each year

Service Charge Year: the annual accounting period ending on 31 December in each year during the Term or such alternative annual accounting period as the Landlord may stipulate and notify to the Tenant in accordance with paragraph 4.9 of Schedule 6.

Service Costs: the costs listed in Part 2 of Schedule 7.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Services: the services listed in Part 1 of Schedule 7.

Term: the Contractual Term and any period of holding over, extension or continuation (by statute or common law).

Third Party Rights: all easements and other rights, covenants and restrictions affecting the Building

Utilities: electricity, gas, water, sewage, heating, telecommunications, data and all other services and utilities.

VAT: value added tax chargeable in the UK.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.

1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

1.5 Any obligation on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.6 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 9.1;

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 9.3; and

(c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord, where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

1.7 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, the **Landlord's Neighbouring Property**, the **Flats**, the **Property** and the **Retained Parts** are to the whole and any part of them.

1.8 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.11 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.12 A reference to **writing** or **written** excludes fax and email.

1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.14 Unless expressly provided otherwise in this lease, a reference to legislation or to a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.15 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.16 A reference to the **end of the Term** is to the end of the Term however it ends.

1.17 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.

1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.19 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

1.21 In relation to any payment due under this lease, a reference to a fair proportion is to a fair proportion of the total amount payable, determined by the Landlord (acting reasonably).

2. Grant

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with full title guarantee;

(c) together with the Rights;

(d) excepting and reserving the Reservations; and

(e) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay to the Landlord the following sums as rent:

(a) the Rent;

(b) the Insurance Rent;

(c) the Service Charge (including the Estimated Service Charge);

(d) all interest payable under this lease;

(e) all other sums payable under this lease; and

(f) any VAT chargeable on any of the rents set out in this clause 2.2.

2.3 The Tenant shall pay the Rent, Insurance Rent, Service Charge and all other sums payable by the Tenant under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3. The Rights

3.1 The Landlord grants the Tenant the Rights for the benefit of the Property, on the terms set out in this clause 3.

3.2 The Rights are granted subject to the Third Party Rights, to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

3.3 The Rights are granted in common with:

(a) the Landlord and all persons authorised by the Landlord; and

(b) the Flat Tenants.

3.4 The Tenant shall exercise the Rights:

(a) only in connection with the Permitted Use of the Property and with the Parking Space;

(b) in accordance with the Regulations; and

(c) in compliance with all relevant laws.

4. The Reservations

4.1 The Reservations are excepted and reserved from this lease for the benefit of the Building (excluding the Property) and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

4.2 The Reservations may be exercised by the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

4.3 The Reservations may be exercised by the Landlord, anyone authorised by the Landlord or anyone else who is or becomes entitled to exercise them.

5. Tenant Covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

6. Landlord Covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

7. Re-entry and forfeiture

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) the whole or any part of the Rents is unpaid 21 days after becoming payable;

(b) any breach of any condition of, or tenant covenant in this lease.

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

7.3 Before re-entering the Property pursuant to this clause, or commencing any proceedings for forfeiture of this lease, the Landlord shall:

(a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received notice pursuant to paragraph 9.5 of Schedule 4 to this lease; and

(b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.

8. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

8.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

8.2 Any flow of light to the Property at any time during the Term is enjoyed by the consent of the Landlord in accordance with section 3 of the Prescription Act 1832.

9. Landlord's consent

9.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

9.2 If a waiver is given pursuant to clause 9.1, it shall not affect the requirement for a deed for any other consent.

9.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

9.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

9.5 Where the Tenant requires the consent or approval of the Landlord's mortgagee (if any) to any act or omission under this lease, then (subject to clause 1.6), at the cost of the Tenant the Landlord shall use reasonable endeavours to obtain that consent or approval.

9.6 Where:

(a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or

(b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

10. Disputes between tenants

Any dispute between the Tenant and the Flat Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

11. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

12. Entire agreement

12.1 This lease constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently).

13. Notices

13.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

(a) to the Landlord by:

(i) leaving it at the Landlord's address for service given in or under clause 13.4; or

(ii) sending it by pre-paid first-class post or other next working day delivery service to the Landlord's address for service given in or under clause 13.4.

(b) to the Tenant by:

(i) leaving it at the Property or, where the Property does not have its own letterbox, in any postbox, pigeonhole or other place in the Building where mail for the Property is customarily left; or

(ii) sending it by pre-paid first-class post or other next working day delivery service to the Property.

13.2 If a notice complies with the criteria in clause 13.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

(b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.4 The Landlord's address for service is 113 North End Road, London, England, NW11 7TA or such other address in England or Wales as the Landlord may notify to the Tenant in writing from time to time.

14. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

15. VAT

15.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

15.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

15.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

16. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [redacted]

Signature of Director:...

Signature of witness:...

Name (in BLOCK CAPITALS):...

Address: ....
....
....

Signed as a deed by

[redacted].....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....
.....
.....

Schedule 1 The Property

1. The premises comprising the loft space directly under the roof of the Building and shown edged red on Plan 1 together with the Parking Space, including only:

1.1 the interior plaster, plasterboard and interior surface finishes of all structural walls in and bounding that flat (and no other part of the structure of the Building or the exterior of the Building (except for those parts of the exterior of the Building that are included in the demise pursuant to paragraph 1.7 and paragraph 1.9 of this Schedule);

1.2 the whole of any internal, non-structural walls that are wholly within that roofspace;

1.3 the inner half (severed vertically) of any non-structural walls dividing that flat from any other parts of the Building;

1.4 the floorboards or other floor surfaces within that flat (but not the joists or other structural floor supports supporting them or any space below the floor);

1.5 the ceiling plaster, plasterboard or other surface finishes on the ceilings within that flat (but not the joists or other structural ceiling supports supporting them or any space above the ceilings);

1.6 the doors (including their door frames and door fittings) within that flat (but excluding any Entrance Door(s) to that flat and any door frames and fittings relating to such Entrance Doors);

1.7 the windows (including the window frames, fittings and glass) within the walls in and bounding that flat;

1.8 all Service Media and any other plant, machinery and equipment within and exclusively serving that flat;

1.9 the surface of the Parking Space

1.10 all Landlord's fixtures and fittings within that flat; and

1.11 all additions and improvements made to those premises during the Term.

Schedule 2 The Rights

1. Shelter and protection

The right of support, shelter and protection from other parts of the Building, to the extent that those parts of the Building provide support and protection to the Property at the date of this lease.

2. Access to and from the Property

The right to use:

(a) the doors, entrance hall, passages, staircases and landings that form part of the internal Common Parts for the purpose of pedestrian access to and egress from the Property and those internal parts of the Building over which the Tenant is granted rights in this Schedule; and

(b) the external accessways forming part of the Common Parts for the purpose of pedestrian access to and egress from the Property and those parts of the Building over which the Tenant is granted rights under this Schedule and vehicular and pedestrian access to and egress from the Parking Space.

3. Service Media

The right to use and to connect into any Service Media in the Building that belong to the Landlord and serve (but do not form part of) the Property and which are in existence at the date of this lease or are installed or constructed during the Term. If the Landlord re-routes or replaces any such Service Media (pursuant to paragraph 7.2 of Schedule 3), this right shall then apply in relation to the Service Media as re-routed or replaced.

4. Access to other parts of the Building

4.1 Subject to compliance with the Conditions for Entry, the right to enter other parts of the Building (with or without agents, professional advisers, workers, plant and equipment) so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease.

4.2 The right to decorate the interior part of the door frame round any Entrance Door(s) to the Property in accordance with the obligation set out in paragraph 10.4 of Schedule 4.

Schedule 3 The Reservations

1. Shelter and protection

All rights of support, shelter and protection from the Property to the extent that those rights are capable of being enjoyed at any time during the Term.

2. Light and air

All rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

3. Service Media

The right to use and to connect into any Service Media at, but not forming part of, the Property which serve other parts of the Building and which are in existence at the date of this lease or which are installed or constructed during the Term.

4. Access to the Property

Subject to compliance with the Conditions for Entry, the right to enter the Property (with or without agents, professional advisers, workers, plant and equipment) so far as is reasonably necessary:

(a) to carry out the Services and inspect or carry out works to any of the Retained Parts or any of the Flats provided that, if any such right of entry is exercised in respect of the Parking Space, the Landlord shall

  (i) remain on the Parking Space only for so long as is reasonably necessary to repair and maintain (or carry out any of the other relevant Services to) the Parking Area; and

  (ii) use reasonable endeavours to provide an alternative space for the Tenant to park while any such works are ongoing;

(b) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;

(c) to:

  (i) inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the tenant covenants of this lease relating to the repair or condition of the Property); and

  (ii) if the Tenant fails to comply with its obligations in paragraph 15 of Schedule 4, carry out any works needed to remedy the breach; or

(d) for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building.

5. Development

The full and free right at any time during the Term to build, rebuild, alter or develop as the Landlord may think fit:

(a) any part of the Building (other than the Property; or

(b) the Landlord's Neighbouring Property; or

(c) any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

6. Scaffolding

The right to erect scaffolding at the Building and to attach any such scaffolding to the outside of the Property so far as is reasonably necessary in connection with the provision of the Services or the exercise of any of the Reservations, provided that:

(a) the scaffolding does not materially obstruct the access to or use of the Property or access to or egress from the Building;

(b) the Landlord shall remove the scaffolding as soon as reasonably practicable; and

(c) following removal of the scaffolding, the Landlord shall make good any damage to the exterior of the Property caused by the scaffolding.

7. Alteration and suspension of Rights

7.1 The right from time to time to:

(a) designate alternative areas, routes or facilities over which the Rights may be exercised provided that any such alternative areas, routes or facilities shall not be materially less convenient for the Tenant; or

(b) temporarily prevent or restrict access to any of the Common Parts if reasonably required to enable works to be carried out to any part of the Building or the Landlord's Neighbouring Property provided that:

(i) any such prevention or restriction shall not last longer, or be more extensive, than is reasonable; and

(ii) any such prevention or restriction shall not prevent access to or use of the Property (except in case of emergency); and

(iii) if the Landlord exercises this right in respect of the Parking Space, the Landlord shall use reasonable endeavours to provide an alternative space for the Tenant while access to the Parking Space is so prevented or restricted.

Provided that the Landlord shall (except in case of emergency when no notice is required) give the Tenant reasonable written notice before exercising any of these rights.

7.2 The right to re-route and replace any Service Media at the Building over which Rights are granted provided that:

(a) any such re-routed or replaced Service Media are not materially less convenient for the Tenant; and

(b) the Landlord gives the Tenant reasonable written notice before exercising this right (except in case of emergency when no notice is required).

Schedule 4 Tenant Covenants

The Tenant covenants with the Landlord:

1. Rent

To pay the Rent (if demanded) to the Landlord on or before 1 January in each year of the Term

2. Service Charge

2.1 To pay to the Landlord the Service Charge for each Service Charge Year by way of:

(a) on account payments of the Estimated Service Charge in accordance with paragraph 2.2 of this Schedule; and

(b) any payment due after the end of the Service Charge Year under paragraph 2.4 of this Schedule.

2.2 To pay to the Landlord:

(a) for the Current Service Charge Year, the apportioned amount of the Estimated Service Charge calculated in accordance with paragraph 2.3 of this Schedule by equal instalments in advance on the date of this lease and each of the subsequent Service Charge Payment Dates during the Current Service Charge Year; and

(b) for each subsequent Service Charge Year, the Estimated Service Charge for that Service Charge Year by equal instalments in advance on each of the Service Charge Payment Dates during that Service Charge Year.

2.3 For the Current Service Charge Year, the Tenant shall only be liable to pay apportioned amounts of the Estimated Service Charge and Service Charge, calculated on a daily basis for the period from and including the date of this lease to and including the last day of the Current Service Charge Year.

2.4 If, in respect of any Service Charge Year, the Service Charge (or, where applicable, the apportioned amount of the Service Charge calculated in accordance with paragraph 2.3) is:

(a) more than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Tenant shall pay the difference to the Landlord within 14 days of demand; or

(b) less than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Landlord shall credit the difference against the Tenant's next instalment of Estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).

3. Insurance

3.1 To pay to the Landlord within 14 days of demand:

(a) the Insurance Rent (as demanded by the Landlord in accordance with paragraph 2 of Schedule 6);

(b) following Insured Damage, a fair proportion of any amount that is deducted or disallowed by the Landlord's insurer pursuant to any excess provision in the Landlord's insurance policy for the Building;

(c) an amount equal to any insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or an Authorised Person;

(d) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes (provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years); and

(e) the cost of any additional premiums that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant or an Authorised Person (including any alterations to the Property carried out by the Tenant or an Authorised Person).

3.2 To inform the Landlord immediately of:

(a) any matter that occurs in relation to the Tenant or the Building that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building;

(b) any damage or loss that occurs that relates to the Building and arises from an Insured Risk; or

(c) any other event that occurs which might affect any insurance policy relating to the Building,

and if the Landlord reasonably so requests, to give the Landlord notice of that matter or such other confirmation as the Landlord reasonably requires.

3.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

4. Interest on late payment

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Insurance Rent, Service Charge or other sum payable by the Tenant under this lease that is not paid within 14 days of its due date. Such interest shall accrue on a daily basis for the period beginning on and including the due date for the relevant sum to and including the date of payment.

5. Rates and taxes

5.1 Subject to paragraph 5.2 of this Schedule, to pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, excluding:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

(b) any taxes, except VAT and IPT, payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

5.2 To pay:

(a) subject to paragraph 5.2(b) of this Schedule, a fair proportion of any present or future rates, taxes or other impositions and outgoings that are payable in respect of the Property along with other part(s) of the Building; and

(b) a fair proportion of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with land or premises outside the Building (whether or not those sums also relate to other part(s) of the Building) but making allowance for any sums payable under paragraph 5.2(a) of this Schedule.

6. Utilities

6.1 To pay all costs in connection with the supply and removal of Utilities to and from the Property (or a fair proportion of any such costs are payable in respect of the Property together with any other property).

6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to and from the Property and the use of the Service Media at or serving the Property.

7. Costs

To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) reasonably and properly incurred by the Landlord (whether incurred during the Term or after the end of the Term) in connection with or in contemplation of any of the following:

(a) the enforcement of any of the tenant covenants of this lease;

(b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections in respect of this lease, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

(c) preparing and serving any notice in connection with this lease under section 17 of the LTCA 1995;

(d) preparing and serving any notice under *paragraph 4(c)* of Schedule 3; or

(e) any consent or approval applied for under this lease, whether or not it is granted (unless that consent or approval is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent or approval).

8. Alterations

8.1 Save as permitted by paragraph 8.4 of this Schedule 4, not to:

(a) make any structural alteration or addition to the Property or the Building;

(b) make any external alteration or addition to the Property or the Building (except as permitted by paragraph 8.2(b) of this Schedule;

(c) alter the height or elevation of the Property;

(d) make any opening in any boundary of the Property; or

(e) cut or maim any structural parts of the Building; or

(f) make any alteration or addition to the Parking Space.

8.2 Save as permitted by paragraph 8.4 of this Schedule 4, not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to:

(a) make any internal, non-structural alteration or addition to the Property, or alteration to the layout or design of the Property;

(b) alter or replace the windows (or any of the window frames, fittings or glass) forming part of the Property that are situated in the exterior walls of the Building; or

(c) install, alter the route of, damage or remove any Service Media at the Property.

8.3 Save as permitted by paragraph 8.3 of this Schedule 4, not to carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.

8.4 The Tenant is authorised to carry out and undertake the Permitted Works

9. Assignment and underletting

9.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.

9.2 Not to assign the whole of this lease, or underlet or part with possession of the whole of the Property, during the last seven years of the Contractual Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.3 Not to assign the whole of this lease unless the Tenant has first:

(a) paid to the Landlord any Service Charge, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment; and

(b) provided the Landlord with an address for service for the assignee in England or Wales.

9.4 Not to underlet the whole of the Property unless the underlease:

(a) is a standard occupation contract or any other tenancy under which the tenant does not have security of tenure on expiry or earlier termination of the term;

(b) is granted on a monthly or weekly periodic basis or for a fixed term not exceeding twelve months;

(c) contains a covenant by the undertenant not to assign, sublet, part with or share possession or occupation of the whole or any part of the Property without the prior consent of the Tenant and the Landlord;

(d) contains covenants substantially the same as those contained in the Regulations, other than the Regulation contained in paragraph 27.1 of Schedule 5; and

(e) provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of any of the tenant covenants of this lease.

9.5 Within one month of any charge of this lease or the Property or of any assignment, underletting, parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details of the relevant dealing and to:

(a) deliver to the Landlord (or the Landlord's solicitors, as applicable) a certified copy of any such charge, assignment, transfer, underlease or other instrument of devolution of title; and

(b) pay the Landlord (or the Landlord's solicitor) a reasonable registration fee which shall be no less than fifty pounds (£50) plus VAT in respect of each document produced.

10. Repair and decoration

10.1 (Subject to paragraph 8.2(b) of Schedule 4), to keep the Property in good repair and condition throughout the Term, except that the Tenant shall not be liable to repair any Insured Damage to the Property; unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person.

10.2 To renew and replace from time to time all Landlord's fixtures and fittings at the Property that are missing or are not capable of economic repair at any time during the Term with items of similar quality and value.

10.3 To keep the Parking Space in a clean and tidy condition and free from rubbish.

10.4 To decorate or treat as appropriate all parts of the inside of the Property and the interior part of the frame around the Entrance Door to the Property as are usually decorated or treated:

(a) as often as is reasonably necessary and at least every ten years and in the last year of the Term (provided that the Tenant will not be required to comply with this obligation in consecutive years);

(b) in a good and proper manner, using good quality, suitable materials that are appropriate to the Property; and

(c) (on the last decoration of the Term) using materials, designs and colours approved by the Landlord (such approval not to be unreasonably withheld or delayed.

11. Compliance with laws

11.1 To comply with all laws relating to the Property, the occupation and use of the Property and any works carried out at the Property.

11.2 To comply with all laws relating to the use of the Retained Parts by the Tenant.

11.3 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).

11.4 Within one week of receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) to:

(a) send a copy of the relevant document to the Landlord; and

(b) insofar as it relates to the Property or the Tenant's use of the Retained Parts, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

12. Encroachments and preservation of rights

12.1 Not to permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

12.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, to:

(a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

(b) at the request of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

12.3 To preserve all rights of light and other easements enjoyed by the Property.

12.4 Not to prejudice the acquisition of any right of light or other easement by obstructing any window or opening of the Property or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

12.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement or right in the course of acquisition, to:

(a) immediately inform the Landlord and give the Landlord notice of that action; and

(b) at the request of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

13. Notify defects

To inform the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

14. Third Party Rights

14.1 To comply with all obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property (and the exercise by the Tenant of the Rights) and not to do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.

14.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

15. Remedy breaches

15.1 If the Landlord has given the Tenant notice of any breach of any of the tenant covenants of this lease relating to the repair or condition of the Property under *paragraph 4(c)* of Schedule 3 (Repair Notice), to carry out all works needed to remedy that breach as quickly as possible, and in any event by the date specified in the Repair Notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

15.2 If, following service of a Repair Notice, the Tenant:

(a) has not begun any works required to remedy any breach by the date specified in the Repair Notice or, if works are required as a matter of emergency, immediately;

(b) is not carrying out any of those works with due speed; or

(c) has not completed any of those works to the reasonable satisfaction of the Landlord

to permit the Landlord and all persons authorised by them to enter the Property and carry out the required works (without prejudice to the Landlord's other rights in this lease).

15.3 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to this paragraph (including any professionals' fees and expenses, and any VAT on them, assessed on a full indemnity basis) (and such costs shall be a debt due from the Tenant to the Landlord).

15.4 Any action taken by the Landlord pursuant to this paragraph 15 shall be without prejudice to the Landlord's other rights (including those under clause 7.

16. Permit entry

(Subject to paragraph 14.2 of this Schedule) to permit all those entitled to exercise any right to enter the Property to do so, subject to their compliance with the Conditions for Entry.

17. Indemnity

To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any of the tenant covenants of this lease; or

(b) any act or omission of the Tenant or any Authorised Person.

18. Returning the Property to the Landlord

At the end of the Term to return the Property to the Landlord with vacant possession, in good and substantial repair, condition and decoration and otherwise in accordance with the tenant covenants of this lease.

19. Use

19.1 Until such time as the Permitted Works have been completed, the Tenant shall not use the Property other than for storage of non-perishable, non-flammable household items that do not put an excessive load on the Building.

19.2 Following completion of the Permitted Word, the Tenant shall not use the Property for any purpose other than for the Permitted Use.

19.3 Not to use the Parking Space other than for the parking of a private motor vehicle

19.4 Not to carry on any trade or business at the Property.

Schedule 5 The Regulations

The Tenant covenants with the Landlord:

1. Not to hold any political meeting or sale by auction at the Property.

2. Not to use the Property for any noisy, offensive, illegal or immoral purpose.

3. Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Flat Tenants or the occupiers of any neighbouring property.

4. Not to bring or keep any inflammable, explosive or dangerous substances or goods onto the Property or Building, except that the Tenant may keep:

4.1 usual cleaning products in the Property for ordinary domestic use (provided that they are safely stored); and

4.2 fuel in the fuel tank of any motor vehicle parked on the Parking Space.

5. Not to do or omit to do anything as a result of which:

5.1 any insurance policy for the Building may become void or voidable or otherwise prejudiced;

5.2 the payment of any policy money may be withheld; or

5.3 any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium, including any IPT due on that amount).

6. To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights that are notified to the Tenant in writing.

7. Not to overload any part of the Building and not to overload or block any Service Media at or serving the Property or the Building.

8. Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.

9. Not to keep any animal, bird or reptile on or in the Property without the prior written consent of the Landlord.

10. Not to hang or expose clothes or other articles outside the Property (or on any balcony) or shake anything out of the windows of the Property (or on any balcony).

11. To clean the inside of the windows of the Property as often as is reasonably necessary.

12. Not to sing or dance or play any musical instrument or equipment for making or reproducing sound [or to act in such a manner] so as to be audible outside or from the Property so as to cause annoyance to the Flat Tenants or any other occupiers of the Building].

13. Not to deposit any dirt, rubbish, rags or other refuse or non-flushable items into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.

14. Not to keep or deposit any rubbish at the Building any longer than is reasonable and to dispose of any waste or rubbish, suitably wrapped and sealed, by depositing it in an appropriate dustbin or other suitable receptable.

15. Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other part of the Building.

16. Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay.

17. Not to decorate or treat any part of the Building other than in accordance with paragraph 10.4 of Schedule 4.

18. Not without the prior written consent of the Landlord to put any sign, flag, banner, plate, writing or drawing of any kind on any balcony or any other part of the exterior of the Building or in any window of the Property so as to be seen from the outside.

19. (Except for items within the Property), not to fix any television or radio aerial, satellite dish, receiver transmitter or similar equipment in or on the Building without the Landlord's prior written consent.

20. Not to play games, or sit or loiter, on or in the Common Parts

21. Not to make any avoidable noise on the Common Parts

22. Not] to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way.

23. Except as specifically permitted by this lease, not to park any vehicles on the external areas of the Building.

24. Not to fly a drone or any other similar device on or over the Building.

25. Not to light or use any barbeques, bonfires, firepits, fireworks or any similar item anywhere in the Building (including on any balcony).

26. Not to use any balcony that forms part of the Property for storage and not to place any items on it, except for small well-maintained plants in pots.

27. To observe and perform the tenant covenants contained in:

27.1 paragraph 10.1 of Schedule 4;

27.2 *paragraph 12* of Schedule 4;

27.3 paragraph 15 of Schedule 4; and

27.4 paragraph 19 of Schedule 4.

28. To comply with all other reasonable and proper regulations made by the Landlord or their agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:

28.1 the use of the Retained Parts;

28.2 the management of the Building and the welfare of its occupants; and

28.3 the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.

Schedule 6 Landlord Covenants

The Landlord covenants with the Tenant:

1. Quiet enjoyment

That the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2. Insurance

2.1 (Subject to paragraph 2.3 of this Schedule) to keep the Building insured with reputable insurers against loss or damage caused by any of the Insured Risks, on fair and reasonable terms that represent value for money, for an amount not less than the Reinstatement Cost subject to:

(a) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and

(b) insurance being available on reasonable terms in the London insurance market at the time the insurance policy was entered into.

2.2 To maintain insurance against public liability of the Landlord in relation to the Common Parts (in such amount and on such terms as the Landlord shall reasonably consider appropriate).

2.3 The Landlord shall not be obliged to insure:

(a) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person; and

(b) any tenant's fixtures installed or alterations or additions carried out by the Tenant under this lease unless:

(i) any alterations or additions have been completed in accordance with this lease and any consent provided by the Landlord; and

(ii) the Tenant has notified the Landlord of the tenant's fixtures or alterations or additions (as applicable) and (if requested) the amount for which they should be insured.

2.4 When demanding payment of the Insurance Rent, to serve on the Tenant a notice giving full particulars of the cost of the insurance premium payable in respect of the Building (after any discount or commission but including IPT). Such notice shall state:

(a) the date by which the premium is payable to the Landlord's insurers; and

(b) the Insurance Rent payable by the Tenant, how it has been calculated and when it is due to be paid to the Landlord.

2.5 When demanding any other sum under paragraph 3.1 of Schedule 4, to serve on the Tenant a notice giving full particulars of the cost demanded (including any IPT).

2.6 In relation to any insurance effected by the Landlord under this paragraph 2 of Schedule 6, the Landlord shall:

(a) at the request of the Tenant (such request not to be made more frequently than twice in any one year) supply the Tenant with:

(i) a copy of the then current insurance policy and schedule;

(ii) a copy of the receipt for the then current year's premium; and

(iii) details of any commission paid to the Landlord by the Landlord's insurer.

(b) notify the Tenant of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord has become aware of the change;

(c) use reasonable endeavours to procure that the Landlord's insurer includes in the insurance policy a non-invalidation provision in favour of the Landlord in respect of any act or default of the Tenant or any other occupier of the Building; and

(d) procure that the interest of the Tenant and its mortgagee are noted on the insurance policy, either by way of a general noting of tenants' and mortgagees' interests under the conditions of the insurance policy or (provided that the Landlord has been notified of any assignment or charge pursuant to paragraph 9.5 of Schedule 4) specifically.

3. Rebuild following damage or destruction

If the Building or any part of it suffers Insured Damage, the Landlord must:

(a) promptly make a claim under the insurance policy for the Building;

(b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy, and, where appropriate, pursue any of the Flat Tenants in respect of any monies that the insurers of the Building refuse to pay by reason of any act or omission of the Flat Tenants or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them;

(c) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Building;

(d) subject to obtaining such consents, use any insurance money received [(other than for loss of Service Charge)] and any money received from the Tenant under paragraph 3.1(b) and paragraph 3.1(c) of Schedule 4 (together with any such sum received from any other Flat Tenant) promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Building; and

(e) when complying with *paragraph 3(d)* above, provide premises or facilities equivalent in size, quality and layout to those previously at the Building but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Building to provide premises and facilities that are reasonably equivalent to those previously at the Building.

4. Services and service costs

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, to provide the Services.

4.2 The Landlord shall not be liable to the Tenant for any failure or interruption in the Services where the failure or interruption is:

(a) outside the Landlord's reasonable control; or

(b) necessary for the Landlord to carry out any of the Services (provided that the Landlord restores the relevant Service as soon as reasonably practicable).

4.3 Without prejudice to paragraph 4.2 of this Schedule, the Landlord shall not be liable to the Tenant for any failure or interruption in the Services, unless and until the Tenant has given the Landlord notice of the failure or interruption and the Landlord has not remedied the failure or interruption within a reasonable time of service of that notice.

4.4 (Subject to paragraph 4.9) at least one month before the start of each Service Charge Year, the Landlord shall prepare and send the Tenant:

(a) an estimate of the Service Costs for that Service Charge Year;

(b) a statement of the Estimated Service Charge for that Service Charge Year (including details of the amounts payable by the Tenant on each of the Service Charge Payment Dates).

4.5 As soon as reasonably practicable [and in any event no later than [four months]] after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.

4.6 To keep accounts, records and receipts relating to the Service Costs incurred by the Landlord and to permit the Tenant, on giving reasonable notice, to inspect the accounts, records and receipts by appointment with the Landlord (or its accountants or managing agents where any such accounts records or receipts are held by them).

4.7 If any Service Cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in the following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

4.8 Without prejudice to the Tenant's obligation under paragraph 3.1(c) of Schedule 4, where the whole or part of any Service Cost is occasioned or increased by reason of Insured Damage, then the whole or such part of that cost shall not be included in the Service Charge.

4.9 The Landlord may stipulate and notify to the Tenant an alternative accounting period as the Service Charge Year. If it does so, the Landlord shall:

(a) at the same time notify the Tenant of its decision to change the end date of the then current Service Charge Year to either increase or decrease the length of that Service Charge Year to a period that is more or less than an annual period (to accommodate that alternative annual accounting period);

(b) act reasonably when deciding whether to increase or decrease the length of the Service Charge Year pursuant to paragraph 4.9(a); and

(c) as soon as reasonably practicable thereafter, prepare and send to the Tenant a revised estimate and statement of Estimated Service Charge for that Service Charge Year, including details of the amounts payable on the remaining Service Charge Payment Dates in the Service Charge Year (taking into account the payments already made in that year).

5. Leases of Flats

5.1 To ensure that every lease of the Flats granted by the Landlord for an original term of over 21 years is in substantially the same form as this lease and contains covenants substantially the same as the Regulations.

5.2 To maintain and repair (at the Landlord's own cost) the Flats to the extent that no physical damage is caused to the Property provided that this covenant shall not apply in relation to any Flat while it is let on a lease which contains a repair covenant that is no less onerous than that contained in paragraph 10.1 of Schedule 4.

6. Enforcement of covenants against the Flat Tenants

At the written request of the Tenant to enforce compliance with the Regulations by the Flat Tenants provided that:

(a) the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);

(b) the Landlord shall not be required to take any action or incur any costs under this paragraph until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require; and

(c) the Tenant shall join in any action or proceedings if so requested by the Landlord.

7. Rights of entry

If any Flat Tenant intends to exercise a right of entry on to the Property, to:

(a) give notice to the Tenant of the intended exercise of that right as soon as reasonably practicable (except in case of emergency when no notice is required); and

(b) otherwise ensure that the Flat Tenant complies with the Conditions for Entry.

Schedule 7 Services and Service Costs

Part 1 The Services

1. Services

1.1 The **Services** are:

(a) maintaining, repairing and replacing the Retained Parts;

(b) cleaning and decorating the Retained Parts (except for the interior parts of the frames round the Entrance Doors);

(c) providing heating to the internal areas of the Common Parts during such periods of the year as the Landlord reasonably considers appropriate, and cleaning, maintaining, repairing and replacing the heating machinery and equipment;

(d) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting, machinery and equipment in or on those areas;

(e) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts;

(f) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television or any similar surveillance system) on the Common;

(g) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;

(h) cleaning, maintaining, repairing and replacing any refuse bins on or in the Common Parts (including, but not limited to, any communal refuse bins or other waste receptacles);

(i) cleaning the inside and outside of the windows forming part of the Retained Parts and decorating the internal and external surfaces of the frames of those windows;

(j) cleaning the outside of the windows on the exterior of the Building that form part of the Property or a Flat and decorating the external surfaces of the frames of those windows;

(k) cleaning, maintaining, repairing and replacing signage or demarcation on the Common Parts;

(l) maintaining any landscaped and grassed areas of the Common Parts;

(m) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts;

(n) any other service or amenity that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.

Part 2 Service costs

1. Service Costs

1.1 The **Service Costs** are the total of:

(a) all of the costs reasonably and properly incurred (or reasonably and properly estimated to be incurred) by the Landlord of:

(i) providing the Services;

(ii) the supply and removal of Utilities to and from the Retained Parts;

(iii) complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Retained Parts;

(iv) complying with all laws relating to the Retained Parts, their use and any works carried out at them, and relating to any materials kept at or disposed of from the Common Parts;

(v) complying with the Third Party Rights insofar as they relate to the Retained Parts;

(vi) putting aside such sum as shall reasonably be considered necessary by the Landlord (whose decision shall be final as to questions of fact) to provide reserves or sinking funds for items of future expenditure to be or expected to be incurred at any time in connection with providing the Services; and

(vii) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Building as a whole);

(b) the costs, fees and disbursements reasonably and properly incurred of:

(i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same;

(ii) accountants employed by the Landlord to prepare and audit the service charge accounts; and

(iii) any other person reasonably and properly retained by the Landlord to act on behalf of the Landlord in connection with the Building or the provision of Services.

(c) all rates, taxes, impositions and outgoings payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building); and

(d) any VAT payable by the Landlord in respect of any of the items mentioned above, except to the extent that the Landlord is able to recover such VAT.

Schedule 8

Permitted Works

1. For the avoidance of doubt, the Tenant will be responsible for all costs and disbursements in connection with the Permitted Works unless stated to the contrary in this Schedule. The Tenant hereby indemnifies the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from or relating to the Permitted Works.

2. Subject to this Schedule 8, the Tenant is hereby permitted to convert the Property in accordance with Planning Permission 24/00683/FUL.

3. Any deviation from this Schedule must be agreed in writing between the Tenant and the Landlord.

4. The Tenant will carry out the Permitted Works in accordance with the Licence to Carry Out Works

Schedule 9

Licence to Carry Out Works

PLAN 2.

HM Land Registry
Official copy of title plan

Title number **CYM658812**
Ordnance Survey map reference **ST2179SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cardiff / Caerdydd**

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