

50p
Lm cap 7

THIS UNDERLEASE is made the 31 day of August
One thousand nine hundred and ninety BETWEEN
CROMWELL ESTATES LIMITED of 1 Town Quay Wharf Abbey
Road Barking Essex IG11.7BZ. (hereinafter referred
to as "the Lessor" which expression where the
context admits includes the persons for the time
being entitled in reversion immediately expectant
upon the term hereby granted) of the first part
LIONEL HARRIS of 82/84 Markhouse Road Walthamstow
London E.17. (hereinafter referred to as "the
Lessee" which expression where the context admits
shall include its successors in title) of the
second part and ARGALL MANAGEMENT LIMITED whose
registered office is situate at 1 Town Quay Wharf
Abbey Road aforesaid (hereinafter called "the
Company") of the third part _____



W H E R E A S :-

- (1) The Lessor is the registered proprietor at
H.M. Land Registry with absolute leasehold title of
the land edged green on the plan annexed hereto____
- (2) The said parcel of land edged green is
hereinafter called "the Estate"_____
- (3) The Estate is an estate with the necessary
service roads accessways and amenity land for the
use and enjoyment of the tenants of the various
units contained within the Estate_____

(4) The Company has been incorporated with the object (inter alia) of providing certain services to and for the tenants of the various units and otherwise managing the Estate as hereinafter appears_____

(5) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the premises hereinafter described and for the grant of certain other rights hereinafter appearing for the consideration and upon the terms and conditions hereinafter appearing_____

(6) The Lessee has agreed with the Lessor and separately with the Company to enter into covenants with the Company and on the Lessee's part to be performed and observed as set out herein and in consideration thereof the Company has agreed to enter into covenants with the Lessee and on the Company's part to be performed and observed and set out herein_____

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of THOUSAND POUNDS now paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and further in consideration of the payment of the rent and

performance of the covenants herein contained and on the part of the Lessee to be paid performed and observed the Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described in the First Schedule hereto (hereinafter called "the demised premises") TOGETHER with the rights as far as the Lessor can grant the same specified in the Second Schedule hereto but EXCEPTING AND RESERVING the rights specified in the Third Schedule hereto TO HOLD the said premises hereby demised unto the Lessee for a term of NINETY NINE YEARS less ten days (which term as extended by Clause.8 hereof if applicable is herein referred to as "the said term") from the Twenty-ninth day of September One thousand nine hundred and eighty-seven YIELDING AND PAYING therefor yearly in advance:-

- (1) the yearly rent of a peppercorn per annum _____
- (2) by way of further or additional rent such sum or sums equal to the amount or amounts (whether increased by any act or omission of the Lessee or not) as the Lessor may from time to time expend in effecting or maintaining the insurance of the demised premises in accordance with its obligations hereinafter contained and such sum or sums so payable shall be paid to the

Lessor as additional rent upon such one of the four usual quarter days in every year as shall next follow the expenditure thereof by the Lessor and demand therefor to the Lessee and in default shall be recoverable by the Lessor as rent in arrear_____

2. FOR the benefit of the tenants of the remainder of the units in the Estate the Lessee HEREBY COVENANTS (and if more than one jointly and severally) with the Lessor and the Company and the tenants for the time being of the other units within the Estate as follows that is to say:-

(1) the Lessee will during the continuance of the said term pay the yearly rents hereinbefore reserved and made payable to the Lessor at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction and in the event that the rent hereby reserved shall remain unpaid for more than fourteen days after the date upon which the same becomes due (whether formally demanded or not) to pay interest at the yearly rate of 4% above Barclays Bank PLC Base Rate from the date upon which the same became payable until the date of payment_____

(2) the Lessee will from time to time and at all times during the said term pay and discharge all rates taxes duties charges assessments impositions outgoings and obligations of an annual or recurring nature whether parliamentary parochial municipal local or of any other description which are now or may at any time hereafter be assessed charged or imposed upon the demised premises or any part thereof or upon the owner or occupier in respect thereof (except the tax assessable on the Lessor in respect of rent and other payments arising under this Lease or in respect of any consideration or deemed consideration arising on any dealing or deemed dealing with any reversion expectant upon the tenancy hereby granted) _____

(3) the Lessee will pay for all gas electricity and water consumed on the demised premises and observe all regulations and requirements of the gas electricity and water supply authorities and keep the Lessor and the Superior Lessor indemnified against the non-payment breach non-observance or non-performance thereof _____

(4) the Lessee will burn off where necessary and paint with two coats at least of good quality paint in a workmanlike manner all the wood iron and other parts of the demised premises and all additions thereto (both exterior and interior) which are of the kind usually or properly painted as to the external work in the third year of the said term and in every subsequent third year (and in any event in the last year) of the said term and as to the internal work in the seventh year of the said term and thereafter in every subsequent seventh year (and in any event in the last year of the said term) the time in each case to be computed from the date of the commencement of the said term and after every such painting to varnish distemper wash stop whiten colour and paper all such parts of the demised premises as are proper to be so dealt with _____

(5) the Lessee will at the Lessees own cost at all times during the said term keep in good and tenantable repair condition and decoration and cleanse and maintain the whole of the demised premises and all authorised additions

including the fixtures and fittings therein and fences doors and glass windows thereof and the electricity and gas wiring and pipes and water and sanitary apparatus and pipes and drains thereof with all necessary reparations and cleansings whatsoever and the demised premises so painted repaired cleansed maintained or improved and kept as aforesaid and the Lessee will at the expiration or sooner determination of the said term quietly yield up the same unto the Lessor in such good and substantial repair condition and decoration in accordance with the covenants on the Lessee's part herein contained with vacant possession together with all additions and improvements made thereto in the meantime and all fixtures (except Lessees' and trade fixtures plant machinery and equipment therein which may be removed by the Lessee at any time during or upon the expiration or sooner determination of the said term subject to making good all damage caused to the demised premises) in or upon the demised premises on which during the said term

may be affixed or fastened to or upon the
same _____

(6) the Lessee will at all times
during the said term keep the demised
premises in a clean and tidy state and
condition and without prejudice to the
generality of this clause keep and
maintain the land of the demised premises
not covered by buildings in a neat and
tidy condition _____

(7) the Lessee will at all times
during the term hereby granted and at the
expiration of the said term clear and
make good every stoppage of and all
damage to all internal and external
drains and sewers on the demised premises
and serving the same _____

(8) the Lessee will permit the
Lessor or the Superior Lessor the agents
surveyor servants or workmen employed
by the Lessor or the Superior Lessor and
all other persons authorised by them as
the case may be or by agents or workmen
of the owners or tenants of any
neighbouring property at all times during
the said term in the daytime after giving
reasonable prior notice to the Lessee or
at any other time in the case of

emergency to enter on the demised premises to repair cleanse maintain renew replace erect rebuild construct or alter any neighbouring or adjoining property or to empty repair or renew any of the channels sewers drains gutters watercourses pipes wires and other media belonging to any neighbouring or adjoining property or for any necessary or desirable purpose as often as occasion may require_____

(9) the Lessee will permit the Lessor and the Superior Lessor and their agents or surveyors servants and workmen at all times during the said term during reasonable hours in the daytime (after giving reasonable prior notice to the Lessee except in the case of emergency) with or without workmen or others to enter upon the demised premises to view the state of repair and condition of the demised premises and all defects and wants of reparation then and there found and for which the Lessee may be liable under these presents to give or leave on the demised premises notice in writing to the Lessee and the Lessee will within the period of two calendar months after such

notice or sooner if requisite repair and make good the same according to such notice and the covenants in that behalf herein contained at the Lessees cost absolutely and in case the Lessee shall make default in so doing it shall be lawful for workmen and others employed by the Lessor or the Superior Lessor to enter on the demised premises and repair decorate and restore the same and all expenses incurred thereby shall on demand be paid by the Lessee to the Lessor or the Superior Lessor as the case may be and if not so paid may be recovered as liquidated damages together with interest thereon at 4% above Barclays Bank PLC Base Rate as well after as before judgment from the date of demand until actual payment thereof by the Lessee_____

(10) the Lessee will at the Lessees own expense do and execute all such works and comply with all such requirements as under or by virtue of any local act Act of Parliament statutory instrument bye-law regulation or order or Planning Consent already passed or hereafter to be passed or made and for the time being in

force are or may be directed or required by the Public Local or any other Authority to be done to the demised premises whether by the owner Landlord tenant or occupier thereof including requirements to be complied with in respect of the user from time to time being made of the demised premises or for the benefit of the persons employed in or about the demised premises and at all times indemnify and keep indemnified the Lessor and the Superior Lessor against any breach non-performance or non-observance thereof and will repay to the Lessor and the Superior Lessor on demand any costs charges or expenses which may be incurred by either or both of them in respect of any such works or requirements PROVIDED ALWAYS that if any work or works are required to be carried out in order to comply with this covenant the previous written approval of the Lessor and the Superior Lessor to such work shall be obtained by the Lessee such approval not to be unreasonably withheld_____

(11) the Lessee will not exhibit on the exterior of the demised premises any placard poster advertisement blind

signboard plate notice or other thing except such usual signs as shall first be approved by the Lessor in writing (such approval not to be unreasonably withheld) or such as the Lessee may be required by law to exhibit on the demised premises and the Lessee will not hang place or deposit or permit to be hung placed or deposited any goods articles or things for display sale or otherwise outside any part of the demised premises_____

(12) the Lessee will pay all costs charges and expenses (including legal costs and surveyors' fees) incurred by the Lessor or the Superior Lessor for the purpose of or incidental to the preparation and service of:-

(a) a notice under Section 146 or 147 of the Law of Property Act 1925 (as amended) requiring the Lessee to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court or

(b) a schedule of dilapidations during or after the expiry or sooner determination of the said term

(13) the Lessee will not permit or suffer any sale by auction to be held upon the demised premises nor permit or suffer the demised premises to be used for any illegal or immoral purpose nor permit or suffer to be done in the demised premises any act or thing which may be or grow to the nuisance annoyance or disturbance of the Lessor or the Superior Lessor or any tenant neighbour or other Lessee of the Lessor or the Superior Lessor or any other tenant or occupier of the Estate or any part thereof.

(14) the Lessee will permit the Lessor and the Superior Lessor and their agents at any time in case of a proposed sale letting or other disposition at any time within six calendar months next before the expiration or sooner determination of the said term in the case of a proposed reletting to enter upon the demised premises and to affix upon any suitable part thereof a notice board of reasonable size for selling or reletting the same as the case may be and the Lessee will not remove or obscure the same and will at all times throughout the

said term permit all prospective purchasers or tenants by order in writing of the Lessor or the Superior Lessor or its agents and upon prior appointment to view the demised premises at reasonable hours in the daytime without interruption

(15) (a) the Lessee will not at any time during the said term erect or permit to be erected any building or erection other than a gas cylinder enclosure or make any structural alteration or addition to any building or erection whatsoever in or upon the demised premises or any part thereof or make or change the existing external design or appearance or the external decorative scheme of the demised premises and in the event of a breach of this condition becoming apparent to the Lessor or the Superior Lessor on exercise of their powers under sub-clause (9) or (10) hereof then either one or both of them shall thereupon be at liberty and at the Lessees expense to enter the demised premises and remove all such unauthorised alterations and additions as may be then and there found

(b) in particular but without prejudice to the generality of sub sub-clause (a) hereof the Lessee will not at any time during the said term make (or permit or suffer to be made) any structural alterations extensions and external projections in or to the demised premises or any part thereof nor to cut maim or injure (or permit or suffer to be cut maimed or injured) any of the structural walls beams timbers or girders thereof without the prior written approval of the Lessor (which approval shall not be unreasonably withheld)_____

(c) the Lessee will not excavate or alter the levels of the ground comprised in the demised premises whereby the support to or the load bearing capacity of any adjoining and neighbouring sites or any highway or any other land might be affected or weakened in any way whatsoever AND IT IS HEREBY EXPRESSLY AGREED that the giving by the Lessor or the Superior Lessor of any consent or approval to the construction of any building or the carrying out of any works which may involve excavation or the lowering of levels shall not amount

to any waiver of the provisions of this sub-clause unless the provisions of this sub-clause are expressly referred to in such consent or approval_____

(d) _____ within one month after the carrying out of any alterations the Lessee will give notice in writing to the Lessor of the nature of such alterations and on the giving of each such notice will pay the Lessor a registration fee of Thirty Pounds (£30.00.)_____

(16) that the Lessee will not at any time during the said term use or permit the demised premises or any part thereof to be used otherwise than for any purpose or purposes as were specified in Classes III, IV, and X of the Town and Country Planning (Use Classes) Order 1972 or any of them with offices canteen and/or restaurant facilities vehicle parking and open storage and gas cylinder storage ancillary to and/or used in connection therewith PROVIDED THAT in no event shall the Lessee use or permit the demised premises or any part thereof to be used in connection with the motor trade and in particular for motor vehicle repairs or for the trade of scrap metal_____

(17) that the Lessee will not assign transfer underlet or part with the possession of part of the demised premises _____

(18) that the Lessee will not assign transfer underlet or part with the possession of the whole of the demised premises or permit any person to occupy the same whether as licensee or otherwise without the previous consent in writing of the Lessor and the Superior Lessor which consent shall not be unreasonably withheld or delayed in the case of a respectable and financially responsible firm or corporation proof of whose financial status has been furnished to the satisfaction of the Lessor and the Superior Lessor _____

(19) that on each and every application for consent to assign transfer underlet or part with possession whether of whole or of part of the demised premises the Lessee will bear the reasonable legal and surveyors fees of the Lessor and the Superior Lessor relating thereto _____

(20) that the Lessee shall within one month after every assignment transfer

underlease or mortgage of the demised premises or any part thereof or any devolution of the interest of the Lessee therein or any Licence or permission to any person or company to occupy or use the same or any part thereof give notice thereof in writing to the Solicitors to the Lessor serving upon them a copy of the document giving effect thereto and shall pay a registration fee to such solicitors in respect of each such devolution of Fifteen Pounds plus Value Added Tax.

(21) that the Lessee will not at any time unload any goods or materials from carts wagons or lorries on any of the service roads and accessways provided by the Lessor the Superior Lessor or the Company and will not cause congestion of the service roads and accessways nor inconvenience any other user thereof by permitting any lorries cars vans or other vehicles to park thereon but will convey the same into the demised premises through the approved entrance or entrances provided for the purpose appropriate parking and unloading spaces to be provided by the

Lessee on the demised premises at their own expense _____

(22) that the Lessee will not without the consent of the Lessor and the Superior Lessor stop up darken or obstruct any windows or lights belonging to the demised premises or any adjoining buildings belonging to the Lessor or the Superior Lessor or their tenants nor knowingly permit any new window light opening doorway passage drain or other encroachment or easement to be made into against or upon the demised premises which might be or grow to the damage or annoyance or inconvenience of the Lessor or the Superior Lessor or their tenants and in any case if any such window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made will give immediate notice thereof to the Lessor and will at the request of the Lessor adopt such means as may reasonably be required or deemed proper for preventing any such encroachment or the acquisition of any such easement _____

(23) that the Lessee will keep the demised premises including any land not

within a fully enclosed building and particularly any forecourt space between any buildings and the adjoining roads in a clean and tidy condition and free from noxious weeds deposits or materials or refuse and will not bring or keep or suffer to be brought or kept upon any land as aforesaid anything which is or may become in the reasonable opinion of the Lessor or the Superior Lessor untidy unclean or unsightly so as to be detrimental to the amenity of the Lessor or the Superior Lessor's adjoining lands and will within one month comply with the reasonable requirements of any written notice to restore the amenity as aforesaid and in the event of the Lessee failing to comply with such notice the Lessor or the Superior Lessor as the case may be shall be entitled to enter upon the demised premises and carry out any works necessary to comply with such notice and to recover the cost thereof from the Lessee.

(24) the Lessee will at no time affix or cause to be affixed to the demised premises a notice board advertising the

Lease or business for sale or the demised premises for sub-letting without the prior written consent of the Lessor (such consent not to be unreasonably withheld)

(25) (a) the Lessee will in all respects perform and observe all the provisions and requirements of planning law which expression shall mean the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof and any regulation order direction or permission made or given thereunder or under any statutory modification or re-enactment thereof____

(b) the Lessee will at the Lessee's own expense obtain all permissions, licences and consents required by planning law in respect of any act or thing which at any time during the said term may lawfully be done by the Lessee in or upon the demised premises the Lessee having first obtained any consent of the Lessor and the Superior Lessor which may be required hereunder____

(c) the Lessee will pay or discharge all charges (if any) under planning law which are or may at any time during the said term be charged or

imposed upon or be payable in respect of the demised premises or any part thereof and of any matter whatsoever under planning law arising out of the occupation or user by the Lessee of the demised premises_____

(d) the Lessee acknowledges that no warranty is given or implied by the granting of these presents by the Lessor or otherwise that the use to which the Lessee proposes now or hereafter to put the demised premises nor any alteration which the Lessee may now or hereafter desire to carry out will not require planning permission under planning law and the Lessee hereby further covenants to indemnify and keep indemnified the Lessor and the Superior Lessor against any costs claims actions proceedings compensation demands or charges which may arise directly or indirectly under planning law in respect of the demised premises_____

(26) that the Lessee will immediately upon receipt of any notice order proposal or communication affecting the demised premises send a copy of such notice order proposal or communication to the Lessor_

(27) that the Lessee shall pay the proper costs of the Lessor's Solicitors and VAT in connection with this Lease and the stamp duty thereon and on the counterpart_____

(28) that the Lessee will contribute and pay on demand:-

(a) the proportionate part set out in the Fourth Schedule hereto of all costs charges and expenses from time to time incurred or to be incurred by the Company in performing and carrying out the obligations and each of them on the part of the Company herein contained including all administrative and other expenses as set out in the Fifth Schedule hereto_____

(b) such amount as may from time to time be required by the Company for the proper performance of its said obligations on account of the sum payable pursuant to paragraph (a) of this sub-clause the initial sum payable on account being contained in the Fourth Schedule hereto_____

(30) immediately to make application for membership of the Company and upon any transaction or disposition to which

the Lessee is a party or over which he has any control involving a change or a contract for a change in the ownership of the demised premises to procure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the whole of the demised premises (which expression shall be deemed to include any assignee of this Lease and any person holding as undertenant of the whole of the demised premises for substantially the whole of the term hereby granted but excluding any mortgagee):

(a) becomes in the case of an assignee of this Lease a member of the Company and _____

(b) enters into a covenant with the Company to observe and perform all the covenants by the Lessee with the Company contained in this Lease _____

(30) that the Lessee will comply with the requirements of the Factory Acts the Offices Shops and Railway Premises Act the Clean Air Act and the Public Health Acts and of all regulations or orders made thereunder or any statute or statutes for the time being re-enacting

or amending the same or any other statute regulation or order affecting the demised premises imposed upon the owner or owners or occupiers of the demised premises and at all times during the said term to indemnify and keep indemnified the Superior Lessor the Lessor and the Company against any breach or non-observance thereof affecting the demised premises and from and against all actions proceedings damages costs claims expenses and demands arising out of or under the said Acts affecting the demised premises and the Lessee shall not be entitled to any compensation or payment during or at the end of the term by reason of any work done by the Lessee in order to comply with such requirements_____

(31) not to do or permit or suffer to be done anything in under or upon the demised premises or any part thereof which may be or become a nuisance or dangerous trade manufacture business or occupation or for any illegal or immoral purpose or cause damage to the Lessor or the Superior Lessor and to keep all refuse in an inconspicuous position and to have such refuse removed from the

demised premises at least once a week and to take all such steps as are practicable to prevent the emission of smoke fumes effluvium vapour dust and grit from any apparatus in the demised premises_____

(32) not to keep or permit or suffer to be kept on the demised premises any material of a dangerous combustible explosive radio-active or offensive nature except in accordance with the provisions of any relevant Act or Acts of Parliament for the time being in force and after due notice to the insurers of the demised premises who shall have signified their acceptance of the risk and notified any requirement for payment of any increased or extra premium payable by the Lessee_____

(33) throughout the said term to preserve unobstructed and undefaced all rights of light and other easements appertaining to the demised premises in any way and at all times to afford to the Lessor such facilities and assistance as may enable the Lessor to prevent the acquisition by anyone of any right of

light or other easement over the demised premises or any part thereof.

3. THE LESSOR covenants with the Lessee as follows:-

(1) that the Lessee paying the rent hereby reserved and performing the several covenants and conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for it.

(2) that if so required by the Lessee the Lessor will take all reasonable steps to enforce the covenants obligations and restrictions contained in the leases of any of the other Units on the Estate granted or to be granted by the Lessor PROVIDED THAT the Lessee shall indemnify the Lessor against all costs and expenses incurred or to be incurred in such enforcement and such indemnity shall include an obligation to

pay proper sums on account of anticipated costs _____

(3) the Lessor will allow the Company and the persons authorised by the Company to have access to the Estate insofar as may be necessary and proper for enabling the Company to carry out its obligations hereunder _____

(4) that at all times during the said term the Lessor will keep insured the demised premises against loss or damage by fire explosion and other usual risks and loss of rent for a period of two years in the joint names of the Superior Lessor the Lessor and the Lessee with the Municipal Mutual Insurance Company Limited or with another insurance company or insurance office of repute nominated by the Lessor in the full reinstatement value at least and in case of loss or damage as aforesaid with all convenient speed to rebuild or reinstate the demised premises so that the same may be as commodious and convenient in all respects as they were before such loss or damage took place and to produce to the Lessee on request a copy of the policy or

policies of such insurance as aforesaid and the receipts for the current year's premium AND FURTHER to keep insured the common areas on the estate insofar as these are not expressly demised against such risks (including public liability) as the Lessor shall from time to time consider necessary_____

4. THE COMPANY hereby covenants with the Lessor and the Lessee to perform and observe the obligations set out in the Fifth Schedule hereto and the parties hereto agree that the Company shall be entitled to employ such workmen staff and take such advice and action as the Company shall consider necessary for the proper performance and observance of the obligations set out in the Fifth Schedule hereto_____

5. IT IS HEREBY AGREED AND DECLARED as follows:- _____

(1) Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or any subsequent amending Act shall apply to any notices served or required to be served under these presents_____

(2) the Lessor shall not be responsible to the Lessee (save as and to the extent hereinbefore expressly

provided) or his servants or visitors for any injury death damage destruction or financial or consequential loss whether to person property or goods due directly or indirectly to the act neglect or default of any other tenant or permitted occupier for the time being of the demised premises or of any agent servant workman or other person authorised by the the Lessor to enter the demised premises or to the condition of the demised premises_____

(3) in this document words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing the singular shall include the plural and where the Lessee consists of two or more persons all covenants by the Lessee shall be deemed to be by such persons jointly and severally and shall be binding upon the respective personal representatives of such persons where the same are individuals_____

(4) if during the term hereby granted the Company shall go into liquidation (save for the purpose of reconstruction) or shall fail to carry

out the covenants on its behalf herein contained or any one or more of them the Lessor shall be entitled although not obliged upon giving notice to the Lessee to undertake the obligations hereby undertaken by the Company and if the Lessor elects so to do the Lessor shall be entitled to recover from the Lessee all monies hereby agreed to be paid by the Lessee to the Company together with all expenses incurred by the Lessor in so doing PROVIDED THAT if the Lessor shall not exercise its power under this clause then the Lessee on giving fourteen days notice to the Company and to the Lessor specifying the obligations of the Company in respect of which default has been made shall be entitled to undertake such obligations and recover from the Company or from each of the other tenants of the units on the Estate the costs and expenses incurred by him or such proportion or proportions thereof as be just and reasonable and for such purposes the Lessee and persons authorised by him shall have access to all parts of the Estate as may be necessary and proper____

(5) If there be any dispute arising out of the terms of this Lease or any rights or obligations hereunder between the Lessee on the one hand and the Lessor the Company or the tenant of any other unit on the Estate on the other hand the same shall be referred to an expert who shall be a Chartered Surveyor agreed between the parties to the dispute or appointed at the request of any party to the dispute by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final.

6. PROVIDED ALWAYS AND IT IS HEREBY FURTHER
AGREED AND DECLARED:-

(1) that nothing in these presents shall operate to prevent the Lessor or the Superior Lessor or other the owner or owners of any neighbouring property from dealing with any neighbouring property as they may desire or from erecting or suffering to be erected thereon any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or any time during the said term be enjoyed by the Lessee in respect of any

building for the time being erected on the demised premises or any part thereof_

(2) the Lessee shall not be entitled to any access of light or air to the demised premises which would restrict or interfere with the use of any adjoining or neighbouring land for building or any other purpose and further no estate or interest in the soil of the service road accessways or amenity land is or shall be deemed to be included in the demise hereinbefore contained_____

(3) That if any part of the said rent shall be in arrear for twenty-one days whether legally demanded or not it shall be lawful for the Lessor into and upon the demised premises or any part thereof to enter and distrain and the distress or distresses there found to dispose of in due course of law and to apply the proceeds thereof in or towards payment of rent in arrear and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Lessor to distrain upon the demised premises for rent in arrear shall extend to and include any tenants fixtures and fittings not otherwise by

law-distrainable which may from time to time be thereon_____

(4) In the event of the demise of the premises or any part thereof at any time during the term hereby granted being damaged or destroyed by fire or other insured risks so as to be unfit for occupation and use then the rent and service charge hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force_____

7. PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED that if and whenever the said rent hereby reserved or any part thereof shall be in arrear for twenty-one days after the same shall become due (whether any legal demand therefor shall have been made or not) or if and whenever the Lessee shall fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the part of the Lessee to be performed or

observed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to re-enter into or upon the demised premises or any part thereof in the name of the whole peaceably to hold and enjoy thenceforth as if these presents had not been made without prejudice to any antecedent claim against or breach of any of the covenants of the Lessee herein contained_____

* 8. _____ IF the Lessee shall desire to extend *
the term of ninety-nine years less ten days demised by Clause 1 hereof by a further period of Twenty-six years from the expiration of the said period of ninety-nine years less ten days and shall give the Lessor not less than twelve months notice in writing of such its desire prior to the initial expiry date, namely the 18 day of September Two thousand and eighty-six then the term hereby demised shall not then expire but be extended by such further period of twenty-six years to expire on the 18 day of September Two thousand one hundred and twelve_____

IN WITNESS whereof this Lease has been duly executed the day and year first before written_____

THE FIRST SCHEDULE

(The land demised to the Lessee)

ALL THAT piece or parcel of land being situate at South Access Road in the London Borough of Waltham Forest more particularly delineated on the plan annexed hereto and thereon edged red and known as Unit.35 The Cromwell Centre TOGETHER WITH the premises and buildings erected on the said land or on some part thereof_____

THE SECOND SCHEDULE

(Rights included in the Demise in common with the Lessor the Company and all others if any having a like right)

1. A right of way for the Lessee and its agents servants licensees and all others authorised by it to pass and repass at all times to and from the demised premises with or without vehicles or otherwise over and along the roadway coloured brown upon the said plan and any other road now or at any time during the term hereby granted to be constructed on the Estate but only in each case insofar as is necessary for gaining access to or egress from the demised premises and subject to the compliance by all persons exercising such rights with all reasonable regulations directions and signs as may be made or erected by the Company or the Lessor for controlling the free flow of traffic throughout the Estate_____

2. THE rights of passage and running of water soil trade effluent gas electricity and other services to and from the demised premises through the gutters pipes sewers drains watercourses cables wires and other conducting media constructed or to be constructed in and/or upon the Estate and the said roadway coloured brown or such other road for the convenience of the Lessee and others with liberty to make connections therewith subject to making good all damage occasioned thereby_____

3. THE right for the Lessee with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into or upon other parts of the Estate for the purpose of repairing maintaining or renewing or cleansing any sewers drains or watercourses cables pipes or wires causing as little disturbance as possible and making good any damage thereby caused

4. THE right for the Lessee with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into or upon other parts of the Estate for the purpose of repairing maintaining renewing altering or rebuilding the demised premises or any part of the demised premises giving subjacent or lateral support shelter or protection to any adjoining premises where necessary and causing as little

disturbance, as possible and making good any damage thereby caused_____

5. THE right to support and all other easements enjoyed by the demised premises at the date hereof

6. THE benefit of the covenants obligations and restrictions contained in the leases of any of the other Units on the Estate granted or to be granted by the Lessor_____

THE THIRD SCHEDULE

(Being exceptions and reservations to the Lessor the Superior Lessor and others)

1. EASEMENTS rights and privileges over and along and through the demised premises similar in all respects mutatis mutandis to those set forth in the Second Schedule including but without prejudice to the generality of the foregoing the free right and uninterrupted passage and running of water and soil from and to the other buildings and land of the Lessor and the Superior Lessor and their tenants or assigns forming part of the Estate through the gutters pipes sewers drains and watercourses which are now or may hereafter during the term hereby granted be in or under the demised premises and liberty to make connection with such gutters pipes sewers drains and watercourses or any of them for the purpose of exercising such rights_

2. FULL right and liberty for the Lessor the Superior Lessor and the Company at all reasonable times during the said term but except in emergency only after giving reasonable prior notice to the Lessee to enter the demised premises if necessary with vehicles carrying materials and to lay (in a position previously approved by the Lessee such approval not to be unreasonably withheld) construct maintain replace or relay cleanse empty or otherwise any electricity Post Office cables gas mains water mains sewers drains and all other services to and from adjoining or adjacent premises belonging to the Lessor or the Superior Lessor the person or persons exercising such right causing as little inconvenience as possible to the Lessee and making good all damage thereby caused to the demised premises

3. FULL right and liberty for the Lessor the Superior Lessor and the Company to enter upon the demised premises at a reasonable time during the daytime by appointment to view the state and condition of and to repair and maintain adjoining premises or adjoining roadways if such works cannot otherwise with reasonable facility be carried out the person or persons exercising such right causing as little inconvenience as possible to the Lessee and making good in a good and workmanlike manner

all damage thereby occasioned to the demised premises_____

4. POWER for the Lessor and the Superior Lessor and the Company and their respective Surveyors and Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter the demised premises for the purpose of performing and observing their respective covenants and obligations hereunder_____

THE FOURTH SCHEDULE

(Costs of Services)

A proportionate part (equal to the proportion which the square footage of the demised premises bears to the square footage of all the units on the Estate let or to be let by the Lessor) of the total cost to the Company of providing the services and performing its obligations as contained in the Fifth Schedule hereto and the total cost shall include all administration costs costs of employing workmen and staff and acquiring equipment or tools where the Company considers that necessary or desirable for the proper performance of its obligations and the making of such Contracts and taking such advice and professional help including the employment of Managing Agents Solicitors Surveyors and

Accountants as the Company shall think necessary or desirable for the proper performance of its obligations and including the costs of collecting all contributions to be made in accordance with the term of this Lease and including the cost of financing any work that the Company considers necessary or desirable to carry out in accordance with its obligations which is not covered by funds held by the Company from contributions made by the tenants and the initial contribution for the first year of this Lease shall be the sum of £500.00. _____

THE FIFTH SCHEDULE

(The nature of the services to be undertaken by the Company)

Subject to the due performance by the Lessee of its obligation to contribute towards the costs charges and expenses of the Company as herein provided the Company will provide the following services and carry out the following obligations:-

- (1) The maintenance of all gutters pipes wires cables tanks and drains in under or upon the Estate not otherwise specifically demised and used by one tenant or occupier in common with another tenant or occupier on the Estate.

(2) The maintenance repair and renewal of all entrances passages and other parts of any building on the Estate in so far as those parts are used in common by more than one tenant or occupier on the Estate together with the boundary walls fences or hedges belonging to the Estate

(3) The maintenance of pathways roads accessways car parking areas amenity land garden land and the whole of the land on the Estate not expressly demised including without prejudice to the generality of the foregoing the land coloured brown on the plan annexed hereto

(4) The provision of such security as the Company shall consider necessary in the interests of the owners or occupiers of the Estate

(5) The provision of any Estate signboards necessary or desirable for the identification of Units

(6) The provision of any lighting to the common areas as the Company shall deem appropriate or necessary

(7) The payment of any rates or taxes from time to time payable in respect of the common areas

(8) The enforcement of the covenants on the part of the tenants contained in the various cases where the Company considers such enforcement necessary

(9) The provision of such other services as the Company shall in its absolute discretion from time to time decide to be desirable for the benefit of the owners or occupiers of various units on the Estate

(10) The keeping of proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under Schedule and an account shall be taken on the First day of January in each year or at such other time in each year as the Company shall from time to time decide during the continuance of this demise of the amount of the said costs charges and expenses incurred since the commencement of the term hereby demised or of the last account as the case may be The account taken in pursuance of this Clause shall be prepared and audited by a Chartered

Accountant who shall certify the total amount of the costs charges and expenses (including the audit fee for the said Accountant for the period for which the account relates) and the appropriate amount due from the Lessee to the Company under the provisions of this Lease The accounts and books of the Company shall be kept by the Auditor of the Company for the time being who shall deal with the filing of the annual returns and any other formalities required by the Companies Acts The Company shall after the taking of such accounts serve on the Lessee a notice in writing stating the total and proportionate amount certified in the accounts and giving a brief resume of the expenses incurred

(EXECUTED as a Deed by the

x (said LIONEL HARRIS by signing

(it in the presence of:-

W X J. G. Blair

X Name

1 FOUR TREES 7, HUNTINGDON
1 Y CLOSE, TURNFORD, HERTS.

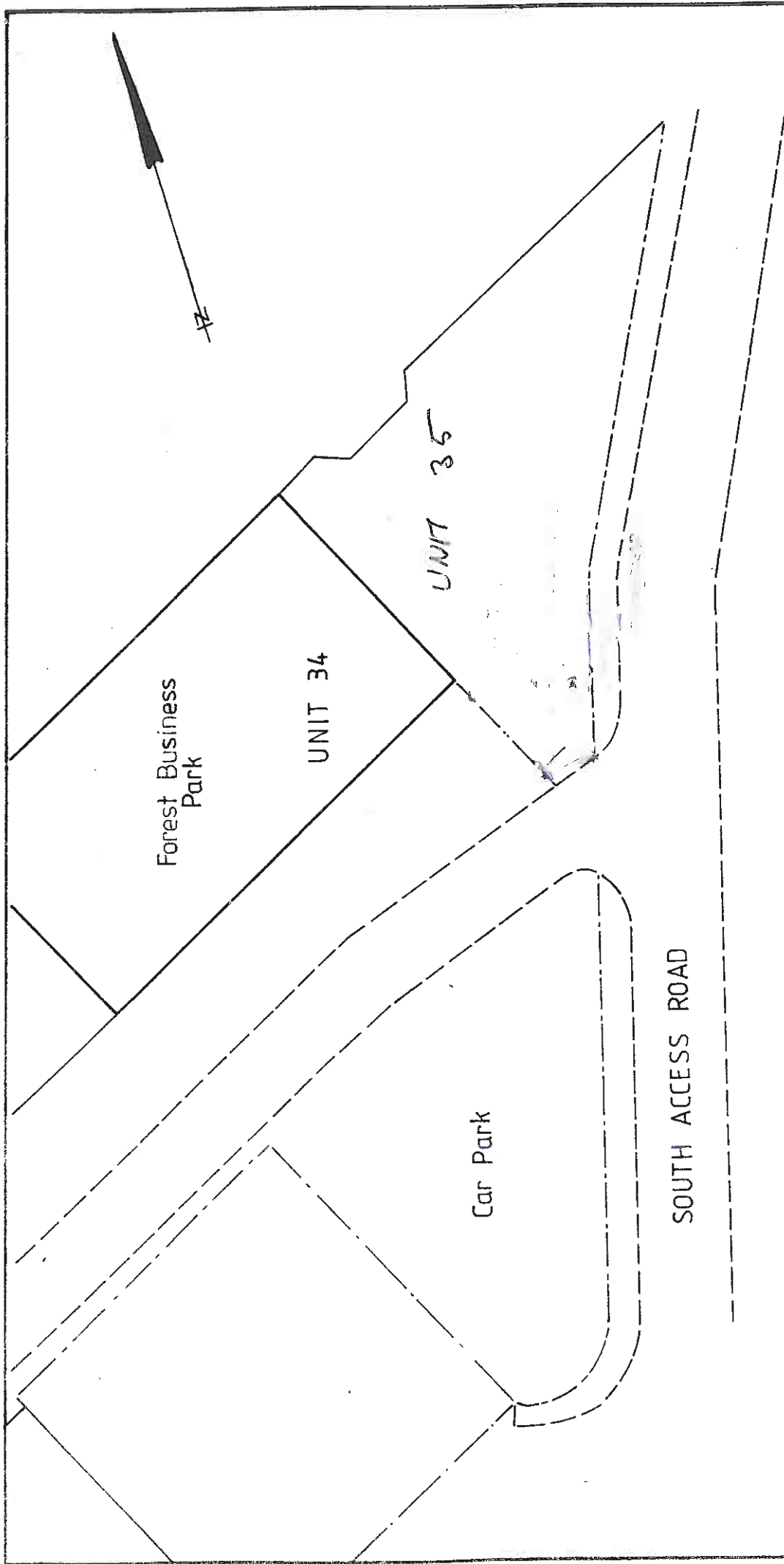
Address

W
E Y

S
S X

Company Director

X Occupation



T.Q. 3587 NE

BRITISH GAS - NORTH THAMES ENGINEERING DIRECTORATE DISTRIBUTION - FOREST DISTRICT 39, ILFORD HILL ILFORD ESSEX.	LEGEND EXISTING MAINS _____ MAINS TO BE ABANDONED - - - - PROPOSED MAINS _____ PROPOSED SERVICES _____	TITLE	FOREST BUSINESS PARK SOUTH ACCESS ROAD E17
		MATERIALS	

