

Dated 19th August .....2005

**ROLAND DENNIS BROWN and LINDA CHRISTINE BROWN**

To

**CEROC HOLDINGS LIMITED**

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**LEASE OF  
GARDEN at  
2 HARROW VIEW ROAD  
EALING W5 1LZ**

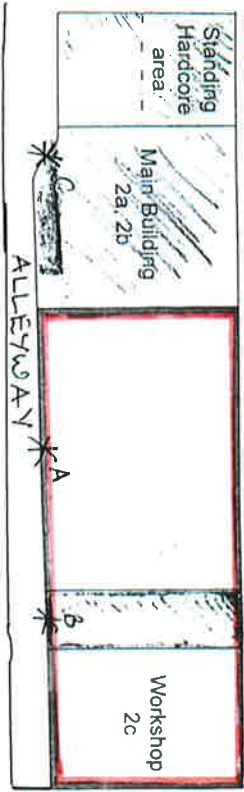
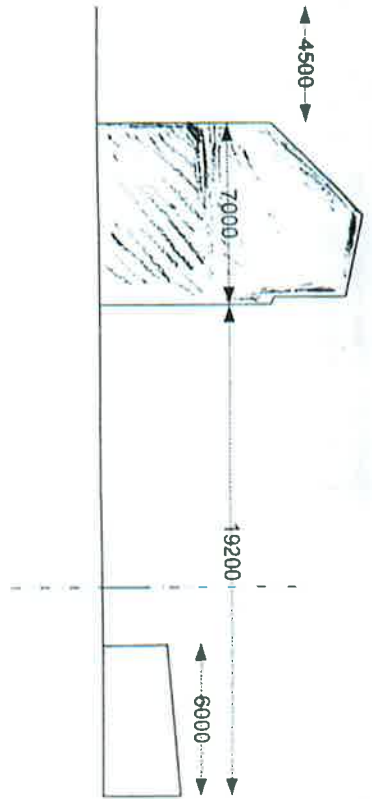
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**Blackman Van Emden  
12 Peterborough Road  
Harrow  
Middlesex  
HA1 2BB**

**TEL: 020 8864 0111  
FAX: 020 8864 4514**

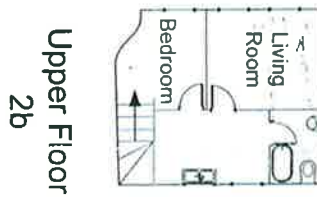
**REF:MS/Ellard & Blackledge E826**

Certified a true and complete  
copy of the original  
*Caplans*  
**CAPLANS, Solicitors**  
12 Peterborough Road  
Harrow HA1 2BB  
Date: 14/6/06 Ref: ms Ellard



- \* A Access to the garden restricted to 2A and 2B.
- \* B Access to the workshop restricted to 2C only
- \* C Access to the Upper flat (2B). The door is accessed from the public alleyway.

boundary wall.



*Handwritten signatures and initials.*

2 Harrow View Rd, Ealing London

W5 1LZ

Measurements in mm

Scale 1:200



**H.M. LAND REGISTRY  
LAND REGISTRATION ACT 2002**

**LONDON BOROUGH** : **EALING**  
**FREEHOLD TITLE NO:** : **MX159480**  
**LEASEHOLD TITLE NUMBER** :  
**PROPERTY** : **Garden at  
2A Harrow View Road  
Ealing W5 1LZ**

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**THIS LEASE is dated**.....*19th August DATE*.....**2005**

**AND IS MADE BETWEEN:-**

- (1) ("the Landlord") **Roland Dennis Brown and Linda Christine Brown  
Of 2 Harrow View Road Ealing W5 1LZ**
- (2) ("the Tenant") **Ceroc Holdings Limited  
Of 77 Fernhead Road, London W9 3 EA**

**WHEREAS:**

- (1) The Landlord is the registered proprietor of freehold property at **2/2A Harrow View Road Ealing W5 1LZ** now registered under Freehold Title Number **MX159480** ("the Building")
- (2) The Landlord or any successor in title intend to grant a lease of the other flat in the Building (other than the flat demised by this Lease) and the Landlord shall impose in such lease the regulations set out in the **Second Schedule** or any amendment or substitution under paragraph 14 of that Schedule so that any lessee for the time being of a flat in the Building may be able to enforce such regulations against by the lessee and occupiers of the other flat.
- (3) The Landlord has agreed to grant to the Tenant a lease of the Premises (as later defined in this Lease) for the consideration and at the rents and on the terms of this Lease

**THIS DEED WITNESSES** as follows:-

1. **IN** consideration of the sum of **One Hundred Thousand Pounds** the Landlord **DEMISES** to the Tenant **ALL THAT** flat described in the **First Schedule** ("the Premises")

**TOGETHER WITH** the easements rights and privileges set out in the **Third Schedule**

**EXCEPT AND RESERVED** as set out in the **Fourth Schedule**

**TO HOLD** the Premises to the Tenant for a term ("the Term") of **999** years commencing the **29<sup>th</sup> July 2006** paying throughout the Term

**FIRST** yearly rent of a peppercorn if demanded annually in advance on **1<sup>st</sup> January** in every year free from all deductions

**SECOND** by way of additional rent a fair and proper proportion of the cost of maintaining any party structures as hereinafter referred to including without limitation the roof and the foundations and in respect of the insurance premium for the building

2. **THE Tenant COVENANTS** with the Landlord and with and for the benefit of the owners and lessees from time to time during the Term of the other flats in and lettable parts of the Building that the Tenant and his successors (subject to the provisions of the Landlord and Tenant (Covenants) Act 1995 ("the 1995 Act") will at all times during the Term observe and perform the regulations set out in the Second Schedule.
  
3. **THE Tenant COVENANTS** with the Landlord that the Tenant will throughout the Term:-
  - (1) Pay the rents reserved by this Lease at the times and in manner specified without any deduction set off or counter-claim (whether legal equitable or otherwise).
  
  - (2)
    - (a) Pay all rates taxes duties assessments charges impositions and outgoings ("the Outgoings") which may now or at any time be assessed charged or imposed on the Premises (or any part) or the owner or occupiers of the Premises.
    - (b) If any Outgoings are assessed charged or imposed on the Building to pay a fair and proper proportion of those Outgoings attributable to the Premises **PROVIDED THAT** if the Landlord and Tenant fail to agree what constitutes a fair proportion of Outgoings the Tenant shall pay that proportion which is calculated by reference to the gross internal area of the Premises and the other lettable parts of flats in the Building.
  
  - (3) Repair maintain renew and keep the Premises (including all windows glass doors (including the entrance door to the Premises) locks fastenings hinges sanitary water gas electrical and central heating apparatus walls ceilings drains pipes wires and cables in the Premises and all other fixtures walls ceilings drains pipes wires and cables in the Premises and all other fixtures and additions in and to the Premises) in good and substantial repair and condition except for damage by any of the risks against which the Landlord maintains insurance except so far as such insurance is vitiated or avoided through or because of the act or default of the Tenant and/or her servants agents licensees visitors or sub-lessees.
  
  - (4) Once every seven years and in the last year of the Term (however determined) in a good and workmanlike manner to paint with good quality paint or otherwise appropriately decorate the inside of the Premises.

- (5) (a) Allow the Landlord and its authorised surveyors and agents (with or without workmen) upon giving 7 days prior written notice (except in case of an emergency) to enter the Premises (or any part) during the day time to view and examine the state and condition of the Premises and the Tenant will begin to make good all defects and disrepairs of which written notice is given by the Landlord to the Tenant and for which the Tenant is liable under this Lease within three months after the giving of such notice and diligently proceed with all necessary works.
- (b) If the Tenant defaults in the performance of any of the repairing and/or decorating covenants in this Lease it shall be lawful (but not obligatory) for the Landlord ( with or without workmen and others) to enter the Premises and repair and/or decorate at the cost of the Tenant in accordance with the covenants and conditions in this Lease and such cost shall be payable by the Tenant to the Landlord within twenty one days of written demand and recoverable as rent in arrear together with interest on those costs at the rate of four per cent per year above the base lending rate of Barclays Bank Plc (or such other reasonably comparable rate)
- (6) Not to make any alterations in or additions to or cut maim alter or injure any of the walls or timbers without the prior written consent of the Landlord to the plans and specifications for and manner of carrying out such works (such consent not to be unreasonably withheld or delayed)
- (7) Pay all proper costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Landlord
- (a) incidental to the preparation and service of any notices under Section 146 and/or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court; and
- (b) incidental to the inspection of the Premises and the preparation of schedules of dilapidations
- (8) Not at any time during the Term assign underlet or part with or share possession or occupation or otherwise deal with part only (as distinct from the whole) of the Premises.

- (9) Produce for the purpose of registration to the Landlord's solicitors within one month after completion of any disposition a certified copy of every transfer assignment underlease mortgage or legal charge of this Lease or of the Premises (and of every assignment of any underlease) and also every probate letters of administration or other document effecting or evidencing a devolution of title to this Lease and for such registration pay to the Solicitors a registration of not less than Forty Pounds (£40.00 ) in respect of each such document together with Value Added Tax on that fee.
- (10) Allow the Landlord and (concerning work to other parts of the Building) its lessees workmen and others to enter the Premises (or any part) upon giving 7 days prior written notice (except in case of an emergency) to repair or alter any part of the Building or any adjoining premises and for the purpose of making constructing repairing maintaining supporting rebuilding cleaning lighting and keeping in order and good condition all roofs foundations dampcourses tanks sewers drains pipes cables watercourses gutters wires party or other structures or belonging to or serving or used for the Building (or any part) or additions to the Building and also to install maintain repair and test drainage gas and water pipes and electric wires and cables and other service conduits.
- (11) Upon receipt of any notice order direction or other communication from any competent authority affecting or likely to affect the Premises ("Notice") (whether served directly on the Tenant or the original or a copy is received from any underlessee or other person whatsoever) as soon as practicable as far as the Notice (or the Act regulations or other instrument under or by virtue of which it is issued) or the provisions of this Lease require to comply with the Notice at the Tenant's cost and as soon as practicable to provide the Landlord with a true copy of the Notice.
- (12) Not to do or permit to be done any act matter or thing on or in relation to the Premises which contravenes the Town and County Planning Act 1990 or the Planning and Compensation Act 1991 or any enactment amending or replacing those statutes and to keep the Landlord indemnified against all claims demands and liabilities in that respect.
- (13) Comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as affects the Premises ( whether the same are to be complied with by the Landlord Tenant or the occupier) and as soon as practicable give written notice to the Landlord of such order

direction or requirement and keep the Landlord indemnified against all claims demands and liabilities in that respect.

- (14) At the determination of the Term (however arising) to peaceably surrender and yield up to the Landlord the Premises together with all additions and all landlord's fixtures and fittings (if any) in good and substantial repair and condition in accordance with the Tenant's obligations in this Lease.
  - (15) To observe and perform any matters referred to in the property and charges registers of the title number to the Building (other than financial charges created by the Landlord or its successors) and to indemnify the Landlord against all costs claims demands and any proceedings in connection with any future breach non-observance or non-performance of such matters to the extent that they are still subsisting incapable of having affect.
4. **THE Tenant COVENANTS** with the Landlord and with and for the benefit of the owners occupiers and lessees from time to time during the Term of the other flats in and other lettable parts of the Building that the Tenant (subject to the provisions of the 1995 Act) will at all times during the Term repair maintain renew and keep the Premises so as to afford all necessary support shelter and protection to all other parts of the Building and to allow to the lessees of the neighbouring or adjoining parts of the Building access for the purposes of sub-clause 3(10).
  5. **THE Tenant COVENANTS** with the Landlord that the Tenant will during the Term pay to the Landlord by way of additional rent a fair proportion of the expenses and outgoings set out in the **Fifth Schedule** properly incurred by the Landlord..
  6. **THE Landlord** subject to the Tenant paying the rents reserved by this Lease **COVENANTS** with the Tenant that the Landlord will from 29<sup>th</sup> July 2006 during the Term:-
    - (1) (a) Insure the Building against loss or damage by such risks as are usually covered by a comprehensive policy and such other risks (if any) as the Landlord reasonably thinks fit with a reputable insurer to the full reinstatement value of the Building including an amount to cover professional fees and other incidental expenses in connection with any rebuilding and reinstating of the Building.
    - (b) Insure the fixtures and fittings plant and machinery of the Landlord against such risks as are usually covered by a comprehensive policy.



- (c) When reasonably required provide a copy to the Tenant (but not more than once in any one year) of the policy of the insurance and a copy of the receipt for the most recently paid premium.
- (d) If the Building or any part of it is damaged or destroyed by an insured risk as soon as reasonably practicable use the insurance monies (unless payment of the same shall be refused in whole or in part due to any act or default of the Tenant ) to repair rebuild or reinstate the premises so damages or destroyed subject to the Landlord being able to obtain all necessary licenses consents and permissions from all relevant authorities for the rebuilding and/or reinstatement; and
- (e) If rebuilding or reinstatement is impossible or impracticable the insurance monies shall belong to the Landlord and the Tenant and the other lessees within the Building in proportion to the values of their respective interests in the Building at the date of the relevant damage or destruction.
- (2) Enforce (if reasonably required by the Tenant) the covenants similar to those in this Lease entered into by the lessees of the other flats in the Building on the Tenant indemnifying the Landlord against all proper costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require.
- (3) After 29<sup>th</sup> July 2006 maintain and repair the structure exterior and other parts of the Building (as are further defined in paragraph 1(A) of the Fifth Schedule) together with the common parts of the Building shown shaded blue on Plans 1 and 2 ("the Common Areas") and all such sewers drains pipes wires party structures and other conduits services and other conveniences and parts of the Building as may be used by one of the flats in the Building in common with the other.
- (4) Not more often than every five years to paint or otherwise decorate in a good and workmanlike manner the exterior parts of the Building usually painted or decorated.

**7. THE Landlord FURTHER COVENANTS with the Tenant that:-**

- (1) The Tenant paying the rents reserved in this Lease and performing and observing the Tenant's covenants and the conditions in this Lease shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person claiming under or in trust for the Landlord.
- (2) After 29<sup>th</sup> July 2006 The Landlord will (so far as practicable) ensure that the other lessee of the residential flat in the Building covenant to observe and perform regulations in substantially the same terms as the Second Schedule (including any addition to or variation of them)
8. (a) If the rents reserved by this Lease (or any part of them) is unpaid for twenty one days after becoming payable (whether formally demanded or not); or
- (b) If any covenant by the Tenant in this Lease is not performed or observed then it shall be lawful for the Landlord (or any person duly authorised) at any time to re-enter the Premises (or any part in the name of the whole) and on such re-entry this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any prior breach of the Tenant's covenants in this Lease.
9. Whereas in this Lease the consent or approval of the Landlord is required to any application by the Tenant the Tenant shall pay to the Landlord all reasonable and proper costs and disbursements incurred by the Landlord (including legal costs surveyor's fees and other professional fees) in relation to that application whether or not the application is granted or refused unless the application is unreasonably refused or made subject to unreasonable conditions.
10. **PROVIDED ALWAYS** and it is hereby agreed that:-
- (a) Notwithstanding any other provision in this Lease the Landlord shall not be liable to the Tenant (nor shall the Tenant have any claims against the Landlord) for any loss damage interference or annoyance suffered by the Tenant when the Landlord carries out repairs decorations additions alterations or other works to the Building in fulfilling its obligations under this Lease.
- (b) If the Premises (or any part) or the access to the Premises is at any time destroyed or damages by any of the insured risks so as to become unfit for occupation or use then the rent or a proportionate part of the rent according to the nature and extent of the damage shall cease to be payable while the

Premises (or the damaged part) has been restored to be fit for occupation and use but this provision shall not apply where payment of the insurance moneys ( or any part) is refused because of any act omission or default of the Tenant or their servants or agents and any dispute between the Landlord and in this respect shall be determined by a single arbitrator in accordance with the Arbitration Act 1996.

- (c) If any monies payable by the Tenant to the Landlord are unpaid twenty one days after that due date then the Tenant shall pay to the Landlord interest on those sums from the due date until the date of payment at the rate of four per cent per year above the base lending rate of Barclays Bank Plc .
- (d) Other than general rights of way over the Common Areas where any right of entry into the Building or any other flat in the Building is granted to the Tenant or any corresponding right of entry onto the Premises is reserved to the Landlord or any other person then those rights of entry shall be exercised on the following basis:
  - (i) on giving reasonable prior written notice except in an emergency when no notice is required;
  - (ii) so as to cause as little disturbance disruption and inconvenience as is reasonably practicable;
  - (iii) subject to the party entering making good any physical damage caused as soon as reasonably practicable and to the reasonable satisfaction of the owner or occupier of te premises entered; and
  - (iv) only in circumstances where it would otherwise be impracticable to achieve the purpose for which the right of entry is being exercised.

11. SECTION 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to all notices served under this Lease but without prejudice to any other form of lawful service.

12. **IT IS HEREBY DECLARED** as follows:-

1. Every wall separating the Premises from any other part of the Building shall be a party wall served medially and shall be included in the Premises as far only as the relevant medical plane.
2. For the purpose of the 1995 Act this is a new lease.

3. That the expressions "Landlord" and "Tenant" where the context so admits include their respective successors in title and that where the any party consists of two or more persons all covenants by and with that party shall be deemed to be by and with those persons jointly and severally.
4. Masculine words shall also include the feminine or neuter genders and all neuter words shall also include the masculine or feminine genders as necessary.
5. Unless stated otherwise references to Schedules Clauses paragraphs and sub-clauses are references to Schedules Clauses paragraphs and sub-clauses of this Lease.

13. **IT IS HEREBY CERTIFIED** that the grant and acceptance of this Lease has been made pursuant to an agreement for lease.

14. A person who is neither a party to this Lease nor a party's successor in title has no right to enforce any of its terms.

IN WITNESS of which the parties have executed this Lease as a Deed on the date of this Lease.

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**THE FIRST SCHEDULE**

**Premises**

The Landlord hereby demises unto the Tenant **ALL THAT** garden area at 2/2a Harrow View Road London W5 and are herein called "the demised premises" and are for the purpose of identification only shown edged red on the plan annexed hereto

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**THE SECOND SCHEDULE**

**Regulations**

1. Not to use or allow the Premises to be used for any purpose for any purpose from which a nuisance annoyance or disturbance could be caused to the occupiers or any other parts of the Building or in the neighbourhood nor for any illegal or immoral

- purpose.
2. Not to do or allow to be done anything which may render void or voidable any policy of insurance of any part of the Building or may cause an increased premium to be payable nor to keep any petrol or other inflammable substances in the Premises or in the Building and to pay on demand to the Landlord any increased premium payable and all expenses incurred by it arising from a breach of this regulation (all such payments to be recoverable as rent in arrear).
  3. Not to obstruct or block up the drains lavatories or water or spoil pipes in the Premises or the Building
  4. Not to make any noise from the Premises (a) which is audible outside the Premises between the hours of 11 p.m. and 7 am; and (b) at any time so as to cause any nuisance to any other occupiers of the Building.
  5. No signs or advertisements of any kind shall be put in the windows or on the exterior of the Premises.
  6. No animal shall be kept in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
  7. The Tenant will cover and keep covered the floors of the ground floor of the Premises with carpet and an underlay or with other suitable material for the avoidance of transmission of noise except the floors of the kitchen and bathroom.
  8. The Tenant does not have the right to use any part of the Building (other than the Premises) unless expressly provided in the Third Schedule.
  9. The Tenant will not do or permit his invitees to do any damage to the Building the fixtures fittings and chattels in the Building and the Tenant will on demand pay to the Landlord the cost of making good any such damage.
  10. The Tenant shall at reasonable intervals clean all windows of the Premises both internally and externally and will at all times maintain curtains or blinds in such windows.
  11. The Tenant shall provide a refuse bin and comply with any related local authority requirements.
  12. Not to alter with the external decorations of the Building.
  13. To keep the main entrance door to the Building closed when not in use.
  14. The Landlord may by giving the Tenant written notice amend modify vary or waive these regulations or make new regulations in accordance with the principles of good estate management.

### **THE THIRD SCHEDULE**

#### **Easements Rights and Privileges**

1. The right for the Tenant and all persons authorised by him (in common with all other

persons entitled to a like right) at all times on foot to go pass and repass over and along the Common Areas( if any); and

The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as exists as at the date of this Lease

2. The free and uninterrupted passage and running water soil damage gas electricity and telephone and other like services from and to the Premises through the conduits which now are or may during the Term be in under or passing through the Building (or any part)
3. The right for the Tenant (with workmen and others) to enter other parts of the Building for the purpose of:-
  - (i) repairing cleaning maintaining or renewing conduits or services, or
  - (ii) repairing maintaining and carrying out permitted alterations or other works to the Premises or any part of the Building giving support shelter or protection to the Premises.
4. The benefit of the restrictions contained in the leases of the other flats in the Building.

#### THE FOURTH SCHEDULE

##### Exceptions and Reservations

There is excepted and reserved out of the Premises to the Landlord and the tenants of other flats in the Building:-

1. Easements rights and privileges over along through and in respect of the Premises equivalent to those set out in paragraphs 2, 3 and 4 of the Third Schedule.
2. The right for the Landlord and the lessee of the other flat in the Building (and their duly authorised surveyors or agents) with or without workmen to enter the Premises upon giving 7 days prior written notice (except in case of an emergency) for the purpose of carrying out obligations under this Leases or any other lease of any other part of the Building.
3. The right to enter the Premises upon giving 7 days prior written notice (except in case of an emergency) during the Term (which period is the perpetuity period applicable this reservation) in order to lay any new conduits or services to serve any new buildings additions or extension to the Building or the development of any adjoining property.
4. The right to erect and maintain any satellite television or other communication aerials on the roof of the Building for the use of the occupiers of the Building and to run cables connection such aerials to the flats in the Building (whether or not through the

**Building**

(e) the Landlord shall not be liable to the Tenant for any defect or lack of repair until it has written notice to such effect.

2. The reasonable cost of periodically inspecting examining maintaining and overhauling any part of the Building for the purpose of performing the Landlord's obligations in this Lease and any other costs properly incurred by the Landlord for the purpose of complying with those obligations.
2. Outgoings payable by the Landlord in respect of the Building (other than any tax on income or capital received by the Landlord in respect of the Building or a disposal of the Building or part of it)
2. The cost of insuring the Building in accordance with the Landlord's obligations in this Lease.
2. The establishment and maintenance of a reserve fund to provide for any items of future capital including (but without limitation) the external redecoration of the Building.
2. The reasonable fees of the Landlord and of the Landlords' agents for the general management of the Building and all other proper expenses (if any) incurred by the Landlord in the maintenance management and running of the Building including (but without limitation) a fee of 12.5% where the landlord manages the Building.
2. All reasonable fees and costs incurred in respect of the yearly certificate and the accounts kept and audits made for Service Charge purposes.
2. All reasonable costs incurred in the provision and supply of such services for the benefit of the lessees of the Building as the Landlord shall in its discretion decide and the costs of employing such staff or agents as the Landlord shall require in connection with the performance of its obligations in this Lease.
2. When any repairs redecorations or renewals or any other services are carried out by the Landlord it shall be entitled to charge as the expenses and costs of such works its normal charges (including a reasonable profit element).
2. (a) The maintenance repair renewal and replacement of all party walls party

structures and other things used in common with any adjoining property or adjacent to the Building.

- (b) Employing the services of such persons as the Landlord may consider appropriate for the purpose of performing and providing any services in the interest of good estate management.
- (c) Entering into service or maintenance contracts in respect of plant equipment machinery or other matters for which the Landlord is reasonable under this Lease.
- (d) Taking all steps deemed desirable by the Landlord to comply with all statutory or other like requirements affecting the Building to the extent that they are not the responsibility of other occupiers or tenants of the Building.



EXECUTED as a Deed by ROLAND DENNIS BROWN in the presence of:-

X RDB X

WITNESSES

Signature R. Roberts

Name ROSEMARY ROBERTS

Address 117 DUNES ROAD,  
GREATSTONE,  
NEW ROMNEY, KENT  
TN28 8SU

EXECUTED as a Deed by LINDA CHRISTINE BROWN in the presence of:-

X LCB X

WITNESSES

Signature J. Roberts

Name JOHN ROBERTS

Address 117 DUNES ROAD  
GREATSTONE, NEW ROMNEY  
KENT TN28 8SU



TITLE NUMBER  
**MX159480**  
 EALING



ORDNANCE SURVEY MAP REFERENCE: TQ15823E

SCALE: 1:1250

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Received  
 20 SEP 2006  
 TOWN PLANNING

TITLE	2A Harrow View Road	DRAWN BY	PETE WALLIS
SCALE	MS 41Z		
	1:1250	Sheet	