

116350  
103-105 KENLEY  
N17 6LT

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DATED 10 December 1999

103-105  
Kenley

**THE MAYOR & BURGESSES OF THE  
LONDON BOROUGH OF HARINGEY**

- and -

**NEWLON HOUSING TRUST**

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COUNTERPART / LEASE

**Premises at deck level (between ground  
and first floors) Kenley House  
Broadwater Farm Estate  
London N17**

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**TROWERS & HAMLINS**

Sceptre Court  
40 Tower Hill  
London EC3N 4DX

**“Common Areas”**

all areas on the Estate (other than in the Building) used in common with other occupiers of the Estate including (but without prejudice to the generality of the foregoing) all roads pavements accessways paths car parking spaces landscaped areas bin stores and play areas

**“Common Parts”**

all parts of the Building used in common with other occupiers of the Building including (without prejudice to the generality of the foregoing) entrance landings staircases lifts and rubbish shutes

**“Conduits”**

all the drains channels sewers pipes wires cables watercourses gutters and other conducting media now or within the Perpetuity Period constructed within the Estate

**“Development Agreement and Agreement for Lease”**

a Development Agreement and Agreement for Lease dated *9th December* 1999 made between the Lessor (1) and the Lessee (2)

**“Estate”**

the land known as the Broadwater Farm Estate as is shown edged blue on Plan A

**“Perpetuity Period”**

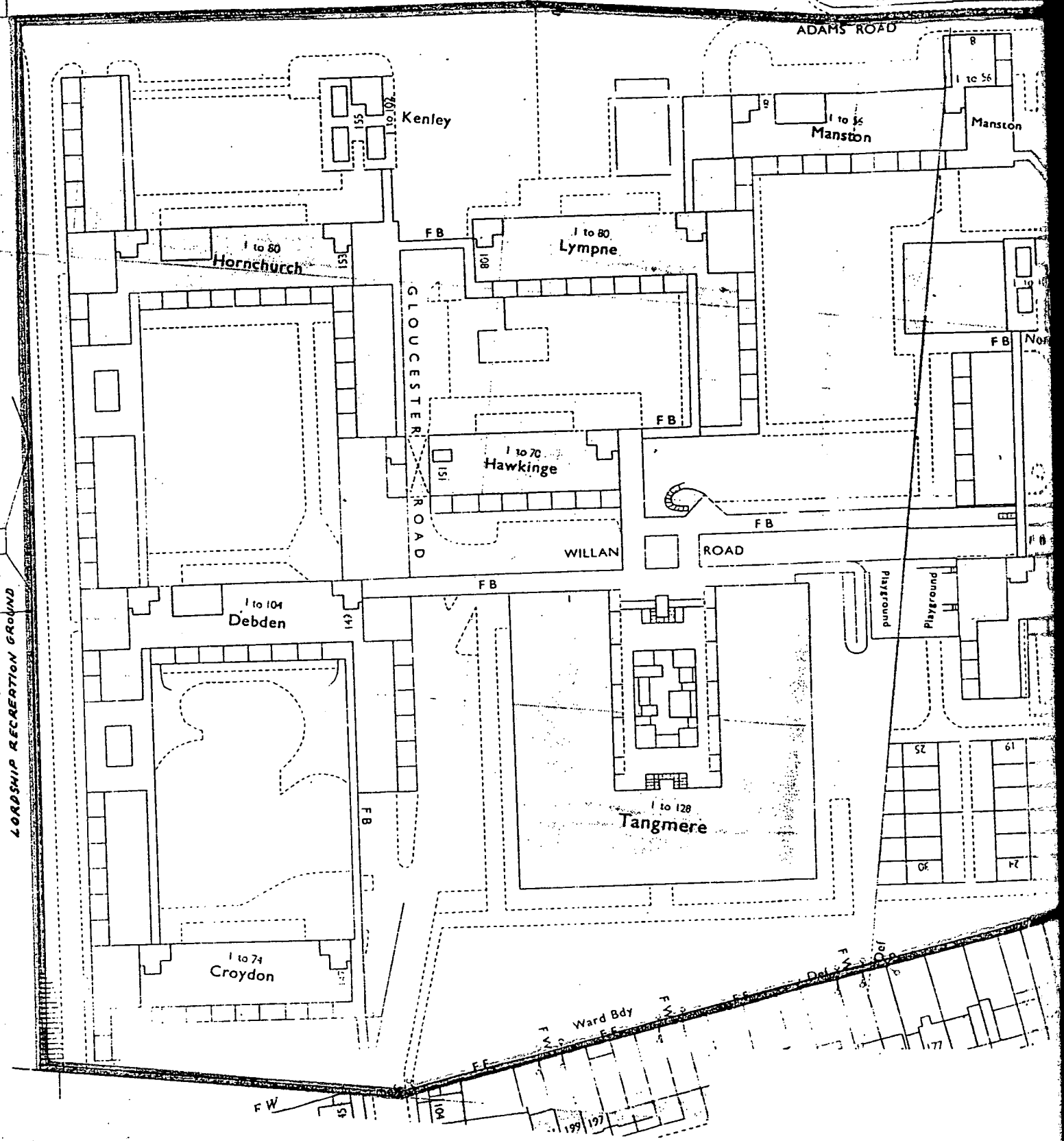
the period of eighty (80) years from the date hereof

**“Plan A”**

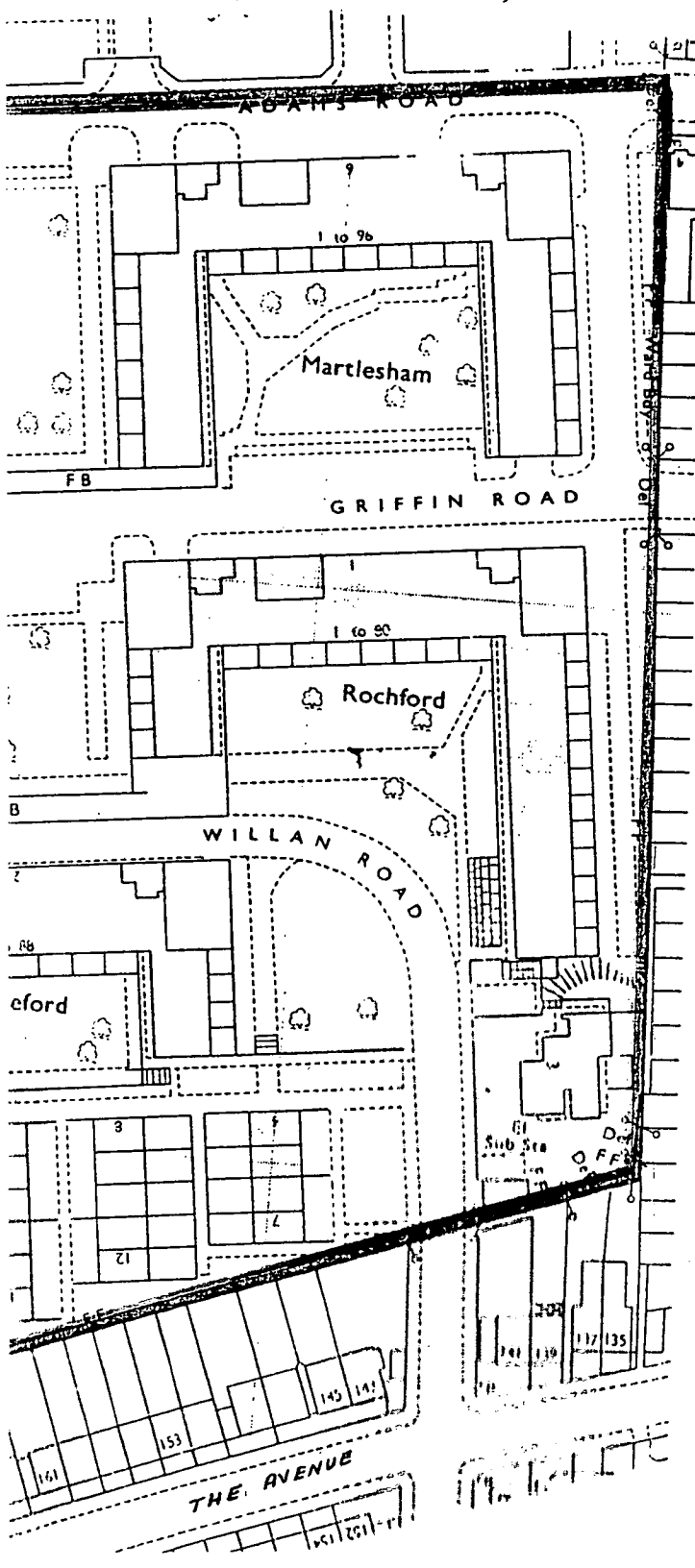
the plan annexed hereto and marked “A”

**“Plan B”**

the plan annexed hereto and marked “B”



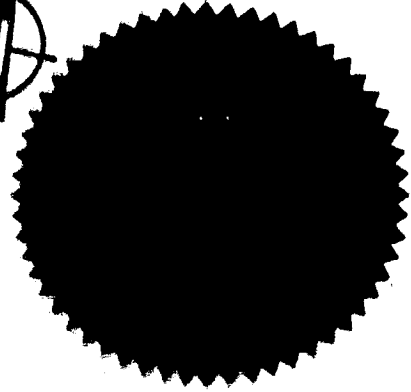
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A



*C. Diamond*



**Haringey**

Borough Valuer &  
Estate Surveyor

Title  
ESTATE PLAN  
BROADWATER FARM HOUSING  
ESTATE  
TOTTENHAM N17

Scale 1:1250

Date 09.07.92

Drawn KRL

Checked

Drwg No BVES (A3) 202

**“Premium”**

ONE POUND (£1)

**“Premises”**

all those premises on deck level (between ground and first floors) Kenley House Broadwater Farm Estate aforesaid shown edged red on Plan B including:-

- (a) the internal plastered coverings and plaster work of the walls bounding the Premises; and
- (b) the internal surface of the doors and door frames and windows fitted in the walls bounding the Premises; and
- (c) the glass in the windows of the Premises;
- (d) the internal non-structural walls and partitions lying within the Premises and the doors and door frames fitted within such walls and partitions;
- (e) the plaster coverings and plaster work of the ceilings and the surfaces of the floors;
- (f) the entrance doors of the flats within the Premises (including both external and internal surfaces);
- (g) all Conduits which are laid in any part of the Building and which serve exclusively the Premises;
- (h) all fixtures and fittings in or about the Premises.

But excluding:-

- (a) all structural parts of the Building including the roof foundations concrete floors and external parts thereof;
- (b) all walls bounding the Premises;

- (c) all Conduits within the Building which do not exclusively service the Premises;
- (d) external parts of the Premises (other than the glass in the windows and the doors to the individual Flats)

**“Services”**

water soil gas fuel oil electricity telephonic signals surface water foul water and any other services

**“Term”**

the term hereby granted

1.2 In this Lease:

- 1.2.1 references to a clause schedule or annex are references where the context so admits to a clause of a schedule to or an annex to this Lease
- 1.2.2 words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.2.3 words of a masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner
- 1.2.4 references to the “Lessor” and the “Lessee” include (where the context admits) references to the Lessor’s successors in title and the Lessee’s successors in title respectively
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction
- 1.2.6 references to the “Estate” and the “Premises” include (where the context admits) each and every part thereof

2. **DEMISE**

In consideration of the Premium (receipt of which is acknowledged) and the rents and Lessee's covenants reserved and contained herein the Lessor demises the Property with full title guarantee to the Lessee

2.1 **TOGETHER WITH** the rights set out in the First Schedule

2.2 **EXCEPTING AND RESERVING** the rights set out in the Second Schedule

2.3 **TO HOLD** the Premises to the Lessee for the term of **ONE HUNDRED AND TWENTY FIVE YEARS** from the Commencement Date **YIELDING AND PAYING** therefor the annual rent of a peppercorn on each anniversary of the Commencement Date (if demanded)

3. **THE Lessee HEREBY COVENANTS** with the Lessor

3.1 **To pay rents**

To pay all monies due hereunder at the times and in the manner specified without deduction **PROVIDED ALWAYS** if and whenever any monies due hereunder to the Lessor shall at any time be unpaid for a space of twenty eight days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 2% above the Base Rate of Co-operative Bank Plc for the time being in force

3.2 **To pay rates etc**

To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises and to indemnify and keep the Lessor fully and effectively indemnified in respect thereof



**3.3 To pay service charge**

To pay the Service Charge (as additional rent) in accordance with the Fourth Schedule

**3.4 To keep in repair**

To keep the Premises and all conduits which are in the Premises and are enjoyed or used only by the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under Clause 4.2 excepted unless such insurance shall be vitiated by any act or default of the Lessee)

**3.5 Use**

Not to use the Premises otherwise than as self contained residential flats and access thereto

**3.6 To redecorate**

Once in every fifth year of the Term and in the last three months of the Term however determined in a proper and workmanlike manner (and in the last quarter of the term in colours approved by the Lessor) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated

**3.7 To repair damage to Common Areas/Common Parts**

To reimburse the Lessor in respect of the cost to the Lessor of repairing and making good any damage to the Common Areas and Common Parts caused by the Lessee or the Lessee's servants or licensees or by any other person under the control of the Lessee PROVIDED ALWAYS that if any such damage shall be caused by a tenant of the Lessee who is a nominee of the London Borough of Haringey the Lessee shall not be obliged to repair or make good any such damage unless the Lessee shall first have recovered the cost of so doing from such tenant which the Lessee covenants to use its reasonable endeavours so to do

3.8 **Alterations**

Save in respect of the works permitted by the Lessor under the Development Agreement and Agreement for Lease

3.8.1 not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Lessor's fixtures from the Premises

3.8.2 not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Lessor such consent not to be unreasonably withheld

3.9 **To carry out works pursuant to notices**

To execute and do at the expense of the Lessee all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Lessee shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of Clause 4.3

3.10 **To inform Lessor of notices**

Promptly to serve on the Lessor a copy of any notice order or proposal relating to the Premises and served on the Lessee by any national local or other public authority

3.11 **Forfeiture**

To 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 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Lessor in respect of any breach of covenant by the Lessee hereunder

3.12 **To obtain licences etc**

To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the Premises or any part thereof or in respect of any user thereof during the Term

3.13 **To allow access**

To permit the Lessor and its surveyor or agent at all reasonable times in the day time upon at least two days previous written notice to enter the Premises to view the condition thereof And to make good all defects and wants of repair of which notice in writing is given by the Lessor to the Lessee and for which the Lessee is liable under this Lease within three months after the giving of such notice

3.14 **Re-Entry**

If the Lessee shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Lessor (but without prejudice to the right of re-entry under Clause 5.1) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Lessee to the Lessor on demand and if not paid shall be recoverable by the Lessor as arrears of rent

3.15 **To permit entry by Lessor**

At all reasonable times during the day time upon at least two days' previous written notice to permit the Lessor with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing Conduits party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises to the satisfaction of the Lessee

3.16 **To yield up**

At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Lessor in a condition consistent with due performance by the Lessee of the covenants contained in this Lease **PROVIDED THAT** damage by fire or other risks

insured under Clause 5.2 is excepted from the Lessee's liability under this sub-clause unless the insurance money or part thereof is irrecoverable by reason of any act or default of the Lessee

**3.17 Assignment**

3.17.1 Not to assign or charge part only of the Premises;

3.17.2 Subject to the provisos to this sub-clause not to underlet the whole or any part or parts of the Premises without the consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED THAT** the Lessee shall upon any such underletting obtain a direct covenant from the Underlessee with the Lessor to observe and perform the covenants and conditions contained in this Lease **PROVIDED ALWAYS:**

(i) no Lessor's consent shall be required in respect of any underletting of whole or part of the Premises to a Registered Social Landlord;

(ii) no such Lessor's consent nor any direct deed of covenant shall be required in respect of an underletting of an individual flat forming part of the Premises to an occupier thereof.

3.17.3 Subject as hereinafter provided not to assign the whole of the Premises without the written consent of the Lessor which consent shall not be unreasonably withheld or delayed provided that no such consent shall be required in relation to an assignment of the whole of the Premises to another Registered Social Landlord

**3.18 Notice of devolution**

Within one month of any assignment mortgage charge or devolution of the Lessee's interest in the Premises or part thereof (otherwise than by a letting for a term of less than 7 years or any disposal or devolution of such letting) to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Lessor and to pay a reasonable fee of not less than £50 to the Lessor for the registration of such notice

**3.19 Costs occasioned by act of Lessee**

To repay to the Lessor all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts and common areas so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Lessee

**3.20 Not to avoid insurance**

Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building

**3.21 To prevent encroachments etc.**

To do such acts and things as may reasonably be required by the Lessor to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired

**3.22 Observe restrictions and regulations**

To observe the covenants and restrictions set out in the Fifth Schedule

**3.23 Further rules and regulations**

To observe all further or other reasonable rules and regulations which the Lessor (acting reasonably) may deem necessary or expedient for the safety care or cleanliness of the Building or the Estate provided always that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burden

**3.24 Not to cause nuisance**

Not to do or permit to be done upon or connection with the Premises or the building anything which shall tend to be a nuisance annoyance or cause damage to the Lessee or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupier thereof

3.25 **To Comply with Planning Legislation**

At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971-1990 or any statutory modification or re-enactment thereof for the time being enforced and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify and to keep the Lessee indemnified against all liability whatsoever including costs and expenses in relation to such matters and forthwith to produce to the Lessee on receipt of notice thereof any notice order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the Premises and at the request and cost of the Lessee to make or join with the Lessee in making every such objection or representation against the same as the Lessee shall reasonably deem expedient

3.26 **To Comply with Statutes**

At all times during the Term to comply with all Statutes relating to the Premises or the use of it and to execute at the Lessee's expense any work required to be carried out to the Premises to comply with such Statutes and to keep the Lessee indemnified against all claims demands and liability in respect thereof

4. **THE Lessor COVENANTS with the Lessee as follows-**

4.1 **Quiet enjoyment**

That the Lessee paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Lessor or any person rightfully claiming under or in trust for it

4.2 **Insurance**

At all times during the term (unless such insurance shall be vitiated by any act or default of the Lessee) to keep the Building insured against loss or damage by fire tempest flood and such other risks as the Lessor may from time to time reasonably determine or the lessee may reasonably require in some insurance office of repute to its full reinstatement value as notified by the Lessee to the Lessor in writing from time to time (including all professional fees in connection with any reinstatement) and whenever required will

produce to the Lessee the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same making good and (subject to the Lessor complying with its covenant to insure in such sum as shall be notified by the Lessee from time to time and subject to the insurance monies recoverable not being reduced nor the insurance cover being avoided because of any act or default of the Lessor or its tenants servants agents or invitees) any deficiency in such insurance moneys shall be made up out of the Lessee's own resources

#### 4.3 **Repair**

4.3.1 To maintain repair redecorate clean and repoint:

- (i) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls and all parts of the Building which are not the responsibility of the Lessee under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises
- (ii) The Conduits in under and upon the Building (except such as serve the Premises exclusively)

4.3.2 To keep the Common Parts adequately lighted cleaned and tidy

4.3.3 To repair and maintain the passenger lifts lift shafts and machinery in the Building enjoyed or used by the Lessee in common with others

4.3.4 To keep the Common Areas lighted and cultivated repaired maintained clean and tidy

#### 4.4 **Other Leases**

That (subject to any statutory provision to the contrary) every lease or tenancy of premises in the Building hereafter granted by the Lessor shall contain covenants to be observed by the tenant thereof similar to those set out in the Fifth Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be in all material respects in the same form as this Lease

4.5 **Enforcement of covenants**

If so required by the Lessee to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building **PROVIDED THAT** the Lessee indemnifies the Lessor against all costs and expenses of such enforcement

4.6 **Not to cause nuisance**

Not to do or permit to be done upon or in connection with the Building (other than the Premises) anything which shall be or tend to be a nuisance or annoyance or cause of damage to the Lessee or its tenants or any of them

5. **PROVISOS**

**PROVIDED ALWAYS** and it is hereby agreed as follows:-

5.1 **Re-entry**

If any covenant on the part of the Lessee shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions contained in this Lease

5.2 **Altering Common Areas/Common Parts**

The Lessor shall have power at its discretion to alter the arrangement of the Common Areas and Common Parts **PROVIDED THAT** after such alteration the access to and amenities of the Premises are not materially less convenient than before

5.3 **Rent Suspension**

In the event of the Premises being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Lessee



then the Rent and Service Charge hereby reserved or a proportionate part thereof according to the nature and extent of the damage or destruction shall forthwith cease to be payable until the Premises or the part thereof so damaged or destroyed shall have been restored and reinstated and again rendered fit for occupation and use.

**5.4 Frustration**

In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Lessor and/or the Lessee any insurance moneys received by the Lessor shall be divided between the Lessor and the Lessee in proportion to the values of their respective interests in the Premises and in default of agreement such values shall be determined by an independent surveyor acting as an expert who in default of agreement shall be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and the Lessee shall then at the request of the Lessor surrender this Lease

**5.5 Interruption of Services**

The Lessor shall not be liable to the Lessee for any failure in or interruption of the services to be provided pursuant to Clause 4 not attributable to its neglect or default and may add to diminish modify or alter any such service if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Lessor (acting reasonably) necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building

**6. CHARITY CLAUSE**

The land will as a result of this lease be held by Newlon Housing Trust an exempt charity

**7. ARBITRATION**

Any disputes or differences arising as between the Lessor and the Lessee as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease shall be determined by a single surveyor acting as an arbitrator agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 or any

statutory modification thereof for the time being in force, whose decision shall be final and binding and whose costs shall be in the award of such surveyor

8. **EXCLUSION OF COMPENSATION FOR IMPROVEMENTS**

No compensation shall be payable by the Lessor to the Lessee at any time during the term of the Lease or on the expiry or earlier determination thereof in respect of any improvements made or alterations carried out by the Lessee to the Premises whether or not such improvements or alterations are made or carried out by the Lessee at the Lessor's request.

**IN WITNESS** whereof the Lessor and Lessee have caused their respective Common Seals to be hereunto affixed the day and year first before written

## FIRST SCHEDULE

### Rights Included in the Lease

1. The right for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to the like right) at all times to use the Common Areas and the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises.
2. The right in common with others (subject to any charges which may be made in respect of any Estate parking scheme) to park in the car parking spaces forming part of the Common Areas.
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof and from the adjoining land included in the Estate.
4. Full right and liberty for free passage and running of water soil gas signals and electricity from and to the Premises through the Conduits which now are or may at any time hereafter during the term be in under or passing through the Building and the Estate or any part thereof.
5. The right for the Lessee with workmen and others at all reasonable times during the day time upon at least seven day's prior written notice to the Lessor (except in the case of emergency when no notice shall be required) to enter upon other parts of the Building and the Estate
  - 5.1 for the purpose of repairing inspecting cleansing maintaining or renewing any Conduits exclusively serving the Premises
  - 5.2 for the purpose of repairing inspecting maintaining cleansing renewing the Premises causing as little disturbance as possible and making good any damage caused to the reasonable satisfaction of the Lessor.
6. The right upon at least seven days' prior written notice to the Lessor to erect scaffolding upon other parts of the building and the Estate (but not upon any residential flats) and to

retain the same for the purposes set out in paragraph 5 hereof PROVIDED THAT the Lessee shall cause as little disturbance as possible and shall make good any damage caused to the reasonable satisfaction of the Lessor

## SECOND SCHEDULE

### Exceptions and Reservations

There are excepted and reserved out of this demise to the Lessor and the lessees tenants or occupiers of the other premises comprised in the Building:-

1. Easements rights and privileges over along and through the Premises equivalent to those set out in paragraphs 3, 4 and 5 of the First Schedule
2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times during the day time upon at least two days' prior written notice (except in case of emergency when no notice shall be required) to enter the Premises for the purpose of carrying out its obligations under this Lease

### THIRD SCHEDULE

The Lessor's expenses and outgoings in relation to the Building in respect of which the Lessee is to pay a proportionate part by way of Service Charge:

1. All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Lessor in complying with its covenants under clause 4.2 and 4.3 of this Lease.
2. The cost of and the electric current for operating the passenger lifts and electricity for lighting the Common Parts.
3. All charges assessments and other outgoings (if any) payable by the Lessor in respect of all parts of the Building (other than income tax and any tax occasioned by the disposition of the Lessor's interest in the Building).
4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric entry systems or similar apparatus (if any) installed or to be installed in the Building and used or capable of being used by the Lessee in common with other occupiers of the Building.
5. The cost of providing a concierge service in the Building.
6. The cost of employing a caretaker for the Building (including the provision of uniforms and boilersuits)
7. The cost of taking all steps deemed desirable or expedient by the Lessor (acting reasonably) complying with making representations against or otherwise contesting the incidence of the provision of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating to the Building for which the Lessee is not directly liable hereunder.

## FOURTH SCHEDULE

### Terms and Provisions relating to Service Charge

1. In this Schedule the following expressions have the following meanings:-

**"Account Year"**

means the period from 1 April in each year to 31 March in the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the Building shall be made up

**"Specified Proportion"**

means 4.67% (or such other percentage as may be agreed in writing between the lessor and the lessee at any time during the Term)  
"the Service Provision"

means the sum computed in accordance with paragraphs 7 and 8 of this Schedule

**"the Service Charge"**

means the Specified Proportion of the Service Provision

2. Subject to the provisions of paragraphs 3, 4 and 5 hereof the Lessee COVENANTS with the Lessor to pay during the Term by equal payments quarterly in advance on the 25 March 24 June <sup>24</sup> September and 25 December in each year:

- 2.1 the Service Charge
- 2.2 a fee in respect of rent and Service Charge collection calculated as 2.4% of the Service Charge
3. In relation to the items set out in the Third Schedule hereto (save for item 5 being the cost of providing a concierge service) ("the Non-Concierge Items") it is hereby agreed and declared that:

- 3.1 the annual Service Charge payable in respect of the Non-Concierge Items for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £3331 increased by the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
- 3.2 the annual Service Charge payable in respect of the Non-Concierge Items in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Non-Concierge Items in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the immediately preceding Account Year and the Account Year in question
4. In relation to item 5 set out in the Third Schedule hereto being the cost of providing a concierge service ("**the Concierge Item**") it is hereby agreed and declared that:
- 4.1 The annual Service Charge in respect of the Concierge Item payable for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £644 increased by the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
- 4.2 The annual Service Charge in respect of the Concierge Item payable in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Concierge Item in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the immediately preceding Account Year and the Account Year in question
5. Any increase in Service Charge payable by the Lessee must be reasonable
6. The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year in accordance with paragraph 7 hereof



7. The Service Provision shall be a sum representing the expenditure estimated by the Landlord as likely to be incurred in the Account Year by the Landlord upon the matters specified in paragraph 8 of this Schedule
8. The relevant expenditure to be included in the Service Provision shall comprise all expenditure of the Landlord in connection with the provision of the services and the other matters contained or referred to in the Third Schedule
9. As soon as practicable after the end of each Account Year the Lessor shall determine and certify the amount by which the estimate referred to in paragraph 7 hereof shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Lessee with a copy of the certificate and the Lessee shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
10. If the Service Provision determined by the Lessor shall not be agreed by the Lessee then the matter shall be referred to an arbitrator in accordance with clause 7 of this Lease

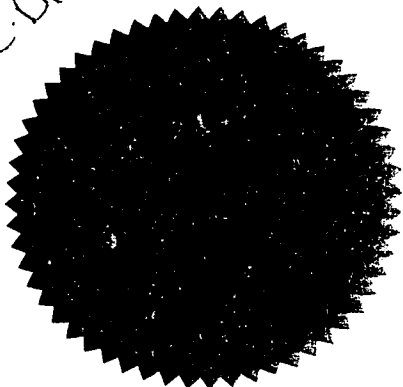
## FIFTH SCHEDULE

### Restrictions and Regulations

1. Not to store in the Premises quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular not to place or keep in the Premises of any quantity of inflammable materials or gases stored under pressure.
2. To notify the Lessor of any defect in the Premises as soon as reasonably practicable after coming to the attention of the Lessee.
3. Not to leave or cause to be placed or left any refuse or rubbish in any of the Common Parts or Common Areas and the Lessee shall be responsible for cleaning the communal landings and passageways adjacent to the Premises.
4. Not to park any caravan container trailer or commercial vehicle on any of the car parking spaces nor to obstruct any of the roadways on the Estate by parking or otherwise.
5. To ensure that any domestic pet is kept under control.
6. Not to use any of the flats comprised within the Premises nor permit the same to be used for any purpose other than as private residences in occupation by a single family nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of other flats in the Building or on the Estate.
7. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Building or may cause an increased premium to be payable in respect thereof.
8. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building.

( THE COMMON SEAL of THE  
( MAYOR AND BURGESSES OF  
( THE LONDON BOROUGH OF  
( HARINGEY was hereunto affixed  
( in the presence of:

*C. Diamond*



( THE COMMON SEAL of  
( NEWLON HOUSING TRUST  
( was hereunto affixed in the  
( presence of: