

DATED

10 September

2024

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**R & F ONE NINE ELMS (UK) LIMITED**

**and**

**CITY TREASURE GROUP LIMITED**

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**ORIGINAL/COUNTERPART**

**LEASE**

**OF APARTMENT 0904, 1 NINE ELMS LANE, LONDON SW8 5HD**

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**TaylorWessing**

**LR.1 Date of lease** 10 September 2024

**LR2. Title Number(s)**

**LR2.1. Landlord's title number(s)**

TGL618202

**LR2.2. Other title numbers**

SGL504521

**LR3. Parties to this Lease**

**Landlord**

R & F One Nine Elms (UK) Limited whose registered office is at 14 Carnation Way, London SW8 5GZ registered in England and Wales with company number 08707781.

**Tenant**

City Treasure Group Limited [BVI Company with OE Registration number OE033080] of 3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong and 107 Charterhouse Street London EC1M 6HW

**LR4. Property**

See the definition of 'Premises' in clause 1.1 of the Lease

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

**LR5. Prescribed statements**

**LR5.1** None

**LR5.2** Not applicable

**LR6. Term for which the Property is leased**

See definition of 'Term' in clause 1.1 of this Lease.

**LR7. Premium**

See definition of 'Purchase Price' in clause 1.1 of this Lease.

**LR8. Prohibitions or restrictions on disposing of this Lease**

This Lease contains a provision that prohibits or restricts dispositions

**LR9. Rights of acquisition**

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

None

**LR9.2 Tenant's covenants to (or offer to) surrender this Lease**

None

**LR9.3 Landlord's contractual rights to acquire this Lease**

None

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

None

**LR11. Easements**

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

Please see schedule 2 of this Lease

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

Please see schedule 3 of this Lease

**LR12. Estate Rent charge burdening the Property**

None

**LR13. Application for standard form of restriction**

None

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THIS LEASE is dated 10 September

2024

## PARTIES

- (1) **R & F ONE NINE ELMS (UK) LIMITED** incorporated and registered in England and Wales with company number 08707781 whose registered office is at 14 Carnation Way, London, England, SW8 5GZ ("**Landlord**")
- (2) **CITY TREASURE GROUP LIMITED** [BVI Company with OE Registration number OE033080] of 3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong and 107 Charterhouse Street London EC1M 6HW ("**Tenant**")

## AGREED TERMS

### 1. Definitions and interpretation

1.1 In this Lease the following expressions shall have the following meanings:

**"Accounting Year"** means each calendar year expiring on 31 December (or such other accounting period as the Landlord may specify) except that the first Accounting Year shall commence on the date of completion of this Lease and end on the immediately following 31 December;

**"Base Rate"** means the base lending rate for the time being of Barclays Bank PLC or such other bank as the Landlord may from time to time nominate or if such base lending rate ceases to be published for any reason such other rate of interest as the Landlord (acting reasonably) shall from time to time specify;

**"BSA"** means the Building Safety Act 2022 as it is in force from time to time, taking into account any change, extension, consolidation or re-enactment;

**"Building Safety Requirements"** any requirements imposed under:

- (a) the BSA;
- (b) any subordinate legislation for the time being in force made under the BSA; and
- (c) any relevant guidance, codes of practice, directions or regulations relating to the BSA issued from time to time by the regulator, the Health and Safety Executive or the Secretary of State or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions,

in each case insofar as any such requirements relate or apply to the Block;

**"Building"** means the apartments and other residential areas (including all hallways, corridors, entrance hall, stairwells and other circulation areas) forming part of level 00, level 00M, and levels 02 to 57 (inclusive) of the City Tower on the Estate as more particularly defined in schedule 1 of the Superior Lease;

**"Common Parts"** means those parts of the Building or Estate comprising parking areas, loading areas, basement areas, roads, access ramps, paths, hard or soft landscaped areas, viewing gallery, open recreational spaces, entrance halls, escalators, lifts, fire

escapes, staircases, passages and landings , the Link Bridge, toilets, residents' gym, executive lounge, screening room, swimming pool, games room, business centre, dining, bar and lounge areas, internal and external play areas, sky terraces, any observation deck/viewing gallery, meeting rooms and any other areas or amenities from time to time within the Building or on the Estate the use of which in each case is common to the Tenant and to some or all of the other tenants or occupiers of the Building or Estate but excluding any part of the Premises and other Lettable Units;

**"Consents"** means any permissions licences and approvals necessary for the works of reinstatement following destruction or damage by an Insured Risk;

**"Documents"** means the documents listed in schedule 7;

**"EPC"** means an energy performance certificate and recommendations report for the Premises or the Building or any part of the Building as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (as amended);

**"Estate"** means the land and building(s) situated thereon from time to time known as One Nine Elms, Nine Elms Lane, London SW8 5NQ and which includes the land registered at the Land Registry with title number SGL504521 and any adjoining land from time to time owned by the Landlord

**"Estate Service Charge"** means the Tenant's Share of the amounts payable by the Landlord to the Superior Landlord by way of 'Estate Service Charge' as defined by and under the Superior Lease or (in circumstances where the Landlord itself provides the Estate Services) the Tenant's Share of the Estate Service Costs;

**"Estate Service Costs"** means the aggregate expenditure incurred by the Landlord in providing all or any of the Estate Services during the Accounting Year including, for the avoidance of doubt:

- (a) salaries, pension contributions and other emoluments and social security contributions, training and recruitment fees in connection with any staff employed in connection with the Estate Services;
- (b) all rates and other outgoings and any rent or other costs for any accommodation provided for staff in connection with the Estate Services;
- (c) a market rate management fee if the Landlord (or any company of the Landlord) fulfils the duties normally carried out by a managing agent instead of a managing agent;
- (d) a fee for management of all staff providing any Estate Services;
- (e) all proper professional and consultants' fees in connection with the provision of the Estate Services;
- (f) the cost of purchasing leasing hiring inspecting testing operating servicing maintaining repairing insuring cleaning and where necessary renewing and replacing any machinery or equipment used in providing the Estate Services;
- (g) an amount equal to any VAT incurred by the Landlord in relation to the provision of the Estate Services which the Landlord is unable to recover or obtain credit for from HM Revenue & Customs;
- (h) the cost of any district Heating Network , CHP or Pneumatic Waste System serving the or the Estate;

- (i) the Reserve Fund and Sinking Contributions in respect of matters falling within the Estate Services; and
- (j) the reasonable costs of borrowing sums pursuant to clause 6.3(d);

**"Estate Services"** means the services facilities amenities and items listed in schedule 4 but not where such services facilities amenities and items relate:

- (a) exclusively to the Premises; or
- (b) exclusively to a Lettable Unit; or
- (c) exclusively to the Residential Area;

**"Heating Services"** means the provision of heating and hot water to the Premises as described in schedule 8;

**"Heating Services Agreement"** means the agreement entered into between the Tenant and the Landlord/the provider/facilitator of the Heating Services;

**"Heating Services Contribution"** means a due proportion of the costs incurred by or on behalf of the Landlord/the provider/the facilitator of the Heating Services as set out in schedule 7;

**"Insurance Excess"** means the first part of any claim which the Insurers are not liable to pay;

**"Insurance Rent"** means the Tenant's Share of the amounts payable by the Landlord to the Superior Landlord by way of 'Insurance Rent' as defined by and under the Superior Lease or (in the event that the Landlord itself takes out the insurance referred to in clauses 5.1(a)(i) and 5.1(a)(ii)) the Tenant's Share of the gross cost incurred or to be incurred by the Landlord for insuring the Building and/or the Estate and other risks and items in accordance with this Lease;

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

**"Insurers"** means a reputable insurance company or firm of underwriters chosen by the Landlord or Superior Landlord at its discretion;

**"Interest Rate"** means 4% above the Base Rate;

**"Interim Charge"** means the aggregate of Tenant's Share of the Interim Costs and (in circumstances where the Superior Landlord provides the Estate Services) the 'Interim Estate Charge' as defined by and payable by the Landlord under the Superior Lease;

**"Interim Costs"** means the aggregate costs which the Landlord expects to incur or charge during an Accounting Year by way of Residential Service Costs and (in circumstances where the Landlord provides the Estate Services) by way of the Estate Service Costs;

**"Landlord's Title"** means the Landlord's registered title detailed in paragraph 2.1 of the Prescribed Clauses;

**"Lease Plan"** means the drawing labelled Lease Plan attached hereto showing the Premises;

**"Lettable Unit"** means any residential apartment within the Building, the hotel or any other area forming part of the Building and which is designed or intended for occupation by a tenant and **"Lettable Units"** shall be construed accordingly;

**"Link Bridge"** means the internal footbridge linking River and City Towers at First Floor level.

**"Overseas Tenant"** means an individual not ordinarily resident in England and Wales or a company or corporation incorporated under the laws of a country not within the United Kingdom;

**"Person and Address for Service"** means **City Treasure Group Limited** of [BVI Company with OE Registration number OE033080] 3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong and 107 Charterhouse Street London EC1M 6HW or other person subsequently specified pursuant to clause 3.13;

**"Planning Acts"** means all legislation relating to town and country planning from time to time;

**"Plans"** means the drawings attached hereto showing the Estate, the Building and the Premises;

**"Plant"** any mechanical or electrical equipment (including without limitation heating and hot water apparatus, CCTV, access control, ventilation, air conditioning, comfort cooling, pumps, chillers, meters, entry phone, lifts and lift equipment and escalators), sprinklers, extinguishers, safety equipment, lightning conductors, installations and/or apparatus in/on the Building or servicing the Building or the Estate in general;

**"Premises"** means the property described in schedule 1 together with all additions and improvements and all fixtures and fittings in them or on them other than tenant's fixtures and fittings;

**"Prohibited Residential Use"** means any use as, for, or related to the use of the Premises as :

- (a) a leasing business (provided always that the sub-letting of a Lettable Unit for a period not less than 6 months, for private residential use, which is not otherwise in breach of this Agreement, shall not be a Prohibited Residential Use, even if carried out as a business);
- (b) any transient lodging purposes;
- or
- (c) any lease, license, occupational arrangement or similar agreement (including for the avoidance of doubt Air BnB style arrangements) which relates to use or occupation of any Unit or Apartment for a period of less than 6 months, provided always that the sub-letting of a Unit or Apartment for a period of longer than 6 months, for private residential use, which is not otherwise in breach of this Agreement, shall not be a Prohibited Residential Use.



**"Purchase Price"** means £992,700 (Nine Hundred and Ninety Two Thousand Seven Hundred pounds);

**"Principal Rent"** means a peppercorn;

**"Regulations"** means the regulations set out in schedule 8 or such other reasonable regulations as the Landlord may notify to the Tenant from time to time;

**"Rents"** means the Principal Rent and other sums reserved as rent;

**"Rent Payment Days"** means 1 January and 1 July in each year;

**"Reserve Fund"** means the aggregate so far as unexpended of the Reserve and Sinking Fund Contributions;

**"Reserve and Sinking Fund Contributions"** means in relation to an Accounting Year such amount (if any) reasonably determined by the Landlord (acting in the interests of good estate management) for that Accounting Year as reasonable provision by way of contribution to each of a reserve fund and a sinking fund to cover the cost of expenditure of the type referred to in clause 6.5(a);

**"Residential Area"** means the premises demised by Schedule 1 of the Superior Lease comprising all residential parts of the Building;

**"Residential Common Parts"** means those of the Common Parts which fall within the Residential Area;

**"Residential Service Charge"** means the Tenant's Share of the Residential Service Costs;

**"Residential Service Costs"** means the aggregate expenditure incurred by the Landlord in providing all or any of the Residential Services during the Accounting Year including, for the avoidance of doubt –

- (a) salaries, pension contributions and other emoluments and social security contributions, training and recruitment fees in connection with any staff employed in connection with the Residential Services;
- (b) all rates and other outgoings and any rent or other costs for any accommodation provided for staff in connection with the Residential Services;
- (c) a market rate management fee if the Landlord (or any company of the Landlord) fulfils the duties normally carried out by a managing agent instead of a managing agent;
- (d) a market rate fee for management of all staff providing any of the Residential Services;
- (e) all proper professional and consultants' fees in connection with the provision of the Residential Services;
- (f) the cost of purchasing leasing hiring inspecting testing operating servicing maintaining repairing insuring cleaning and where necessary renewing and replacing any machinery or equipment used in providing the Residential Services;

- (g) an amount equal to any VAT incurred by the Landlord in relation to the provision of the Residential Services which the Landlord is unable to recover or obtain credit for from HM Revenue & Customs;
- (h) the costs of any District Heating Network or Pneumatic Waste System serving the Residential Area;
- (i) the Reserve and Sinking Fund Contributions in respect of matters falling within the Residential Services; and
- (j) the reasonable costs of borrowing sums pursuant to clause 6.3(d);

**"Residential Services"** means the services facilities amenities and items listed in schedule 5 but not where such services facilities amenities and items -

- (a) relate exclusively to the Premises; or
- (b) relate exclusively to a Lettable Unit; or
- (c) are provided as one of the Estate Services.

**"Services"** means either or both the Residential Services or the Estate Services as the context requires;

**"Service Charges"** means either or both the Residential Service Charge and the Estate Service Charge as the context requires;

**"Service Charge Statement"** means the statement prepared in accordance with sub-clause 7.2(a);

**"Service Media"** means conducting media mobile boosting antennae or other things through which any facility service or substance may pass (including ancillary apparatus);

**"Sinking Fund"** means the aggregate so far as unexpended of the Sinking Fund Contributions;

**"Structure of the Building"** means:

- (a) the roof and foundations of the Building;
- (b) the loadbearing walls and columns (excluding plaster or other decorative finishes which fall within the interior of any Lettable Unit);
- (c) the floor structures including beams joists and slabs and the damp proof membrane;
- (d) all windows window frames doors and glass therein in the exterior of the Building or otherwise bounding any Lettable Unit in the Building (but excluding the doors and windows forming part of any winter gardens wholly within the interior of the Premises); and
- (e) all other parts of the Building which do not form part of the Premises or a Lettable Unit.

**"Superior Landlord"** means the holder of the reversion (whether immediate or not) to the Superior Lease;

**"Superior Lease"** means the Lease dated 10 May 2024 made between (1) R & F One (UK) Limited and (2) The Landlord and also includes any other lease from time to time by which the Landlord or any superior landlord holds its interest in the Premises;

**"Tenant's Share"** means a fair and reasonable proportion attributable to the Premises;

**"Terraces"** means the terrace or terraces shown edged green accessible from the Premises;

**"Terrace Regulations"** means the regulations applicable to the Terraces contained in schedule 8 and any other reasonable regulations made by the Lessor from time to time in accordance with the principles of good estate management for the proper management and use of the Terraces provided that the same do not derogate from the grant in this Lease;

**"Term"** means Nine Hundred and Ninety Nine Years (999 years) commencing on the Term Commencement Date;

**"Term Commencement Date"** means 10 May 2024;

**"Use Classes Order"** means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005;

**"VAT"** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax;

**"Working Day"** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England and **"Working Days"** shall be construed accordingly.

1.2 The following rules of interpretation shall apply to the provisions of this Lease:

- (a) the Particulars form part of this Lease and the terms described in the Particulars shall where used in this Lease have the same meaning as is given to them in the Particulars;
- (b) terms defined or described in parts of this Lease shall have the same meaning where used in other parts of this Lease;
- (c) a reference to the Premises means the whole or any part of the Premises unless the contrary is expressly stated;
- (d) a reference to the Tenant means the tenant in whom this Lease is vested from time to time and any former tenant who remains liable for the Tenant's obligations in this Lease;
- (e) an obligation of the Tenant not to do or omit to do something operates also as an obligation not to permit or passively allow that thing to be done or omitted by any third party;
- (f) a reference to any act of the Tenant includes any act of its undertenants or other occupiers of the Premises and its or their employees agents or visitors and also extends to any neglect default or omission of the Tenant its undertenants or other occupiers of the Premises and its or their employees agents or visitors;
- (g) any right of entry given to the Landlord shall extend to any person authorised by the Landlord;

- (h) a reference to the Landlord's costs includes the costs of all superior landlords and their respective mortgagees and includes without limitation administrative costs and professional and consultants' fees and professional and consultants' expenses and disbursements;
- (i) a reference to the Landlord's surveyor means the surveyor (or firm of surveyors) who is appointed by the Landlord from time to time for any purpose required under this Lease and who may be an employee of the Landlord or any company associated with the Landlord;
- (j) any reference to a competent authority means any government department public local regulatory or any other authority or institution having functions which extend to the Premises any court of law and any company or authority responsible for the supply of water gas telecommunications and electricity;
- (k) obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally;
- (l) a reference to the end of the Term means the date of expiration of the Term or any earlier date when this Lease comes to an end (however it is ended);
- (m) a reference to this Lease includes any deed or document which is at any time supplemental to collateral with or entered into in accordance with the terms of this Lease;
- (n) the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the Term;
- (o) except where expressly stated to the contrary where any approval or consent is required from the Landlord this shall include the approval or consent of any superior landlord and its or their respective mortgagees save that nothing in this Lease shall be construed as imposing an obligation on a superior landlord or mortgagee not unreasonably to refuse or delay the giving of such approval or consent;
- (p) each clause of this Lease is distinct and severable from the others;
- (q) the headings shall not affect the interpretation of this Lease;
- (r) words importing one gender shall be construed as importing any other gender;
- (s) the singular includes the plural and vice versa;
- (t) words importing persons shall include firms companies and corporations and vice versa;
- (u) references to a clause or schedule shall be construed as a reference to the relevant clause of or schedule to this Lease;
- (v) if any provision of this Lease is held to be invalid or unenforceable by any judicial or other competent authority all other provisions of this Lease will remain in full force and effect and will not in any way be impaired.
- (w) a reference to any statute regulation directive or statutory instrument (whether generally or specifically) shall (except in the case of the Use Classes Order) be construed as a reference to that statute regulation or statutory instrument as amended re-enacted or applied from time to time and shall include all instruments orders plans regulations and permissions and directions made or

issued pursuant to or deriving validity from them and all directives regulations and mandatory requirements of the European Union.

- (x) the terms "higher-risk building", "accountable person", "principal accountable person", "building safety risk" and "the regulator" shall each have the meanings ascribed to them respectively in section 115 of the BSA

## **2. Demise purchase price and rent**

### **2.1 Demise**

In consideration of the payment of the Purchase Price by the Tenant to the Landlord (receipt of which the Landlord acknowledges) and the Rents reserved the Landlord lets with full title guarantee the Premises to the Tenant for the Term.

### **2.2 Rent**

There are reserved to the Landlord the following sums as rent:

- (a) the Principal Rent for each year (if demanded);
- (b) the Insurance Rent payable within 15 Working Days of written demand;
- (c) the Interim Charge payable in accordance with clause 7;
- (d) the Service Charges payable in accordance with clause 7;
- (e) the Heating Services Contribution within 15 Working Days of written demand;
- (f) VAT payable within 15 Working Days of written demand; and
- (g) any other sums payable by the Tenant pursuant to the terms of this Lease.

### **2.3 Rights granted**

The Landlord grants to the Tenant in common with the Landlord and all other persons entitled (at any time) the rights set out in schedule 2.

### **2.4 Rights reserved**

The Landlord excepts and reserves to itself and any superior landlord and to their respective mortgagees (if any) and all other persons authorised by them or otherwise entitled (at any time) for the benefit of the Building the Estate and any adjoining land belonging to the Superior Landlord the rights set out in schedule 3.

### **2.5 Encumbrances**

The Premises are let subject to the provisions contained or referred to in the registers of the Landlord's Title and in the Documents and any easements rights privileges restrictions and covenants the benefit of which is enjoyed by any other land or persons.

## **3. Tenant's covenants**

The Tenant agrees and covenants with the Landlord:

### 3.1 *Rents and outgoings*

- (a) To pay to the Landlord:
  - (i) the Rents on the dates on which they are respectively payable without deduction counterclaim or set-off (whether legal or equitable) by direct credit to the Landlord's bank account or such other means as the Landlord reasonably requires from time to time;
  - (ii) on demand interest at the Interest Rate on the amount of any Rents (and VAT) which are not paid on the date on which they became due until the date of payment calculated on a daily basis and compounded with rests on the Rent Payment Days; and
  - (iii) on demand interest at the Interest Rate on the amount of any Rents which the Landlord has not demanded or accepted (because it has reasonable grounds for believing that the Tenant is in breach of any of its obligations in this Lease) from the date on which they became due until the date on which the Landlord does demand or accept them calculated on a daily basis and compounded with rests on the Rent Payment Days;
- (b) to pay to the Landlord within 15 Working Days of written demand and indemnify the Landlord against:
  - (i) all rates taxes duties assessments impositions and other outgoings of any kind now or at any time during the Term assessed imposed or charged on the Premises or on the owner or occupier of the Premises except any payable by the Landlord in respect of its receipt of the Rents (other than VAT) or as a result of any dealing with its reversion to this Lease;
  - (ii) a fair proportion of any rates taxes duties assessments impositions and outgoings assessed imposed or charged on the Premises in common with other premises.
  - (iii) the Heating Services Contribution and all charges for electricity gas telecommunications water data and other services consumed or used at or in relation to the Premises (including all standing charges and meter rents);

### 3.2 *Value Added Tax*

To pay on demand and indemnify the Landlord against:

- (a) VAT on all supplies received by the Tenant under or in connection with this Lease; and
- (b) a fair and proper proportion (attributable to the Premises) of such an amount as is equivalent to any VAT on supplies received by the Landlord under or in connection with this Lease to the extent that the Landlord is unable to recover or obtain credit for that VAT in its accounting with HM Revenue and Customs.

### 3.3 *Repair decoration and condition*

- (a) To keep the Premises (including the front door and all Landlord's fixtures and fittings) in good and substantial repair and condition but the Tenant shall not be liable for the cost of repair of any damage caused by any risks actually insured

against by the Landlord or the Superior Landlord save to the extent that payment by the insurer shall be refused or irrecoverable as a result of any act, omission or default of the Tenant, any undertenant or their respective workers, contractors or agents or any person at the Premises with the express or implied authority of any of them;

- (b) in the last three months of the Term to decorate (or otherwise treat as appropriate) those parts of the Premises and which have previously been or are usually decorated (or treated);
- (c) to carry out all works of repair decoration or other treatment of the Premises in accordance with good current practice in a good and workmanlike manner using good quality materials and workmanship and in respect of works of decoration to any part of the Premises carried out during the last year of the Term these are to be in a colour first approved by the Landlord;
- (d) to keep the Premises and the Terraces adjacent to and accessible directly from the Premises in a clean and tidy condition ,swept;
- (e) to remove all waste and offensive materials and articles from the Premises as often as is necessary and pending their removal to keep them in suitable and sufficient receptacles on the Premises provided for that purpose by the Tenant;
- (f) not to hang anything so as to be visible from outside of the Premises and (unless the Landlord approves otherwise in writing) to ensure that any window covering inside the exterior windows are cream or light coloured and not to alter the type or tint of external glazing or to paint any external part of the Apartment; and
- (g) not to remove or alter any foam layer or other sound deadening material at the Premises.

#### 3.4 *Notice to repair*

- (a) Within two months after receipt of notice from the Landlord requiring the Tenant to execute works for which it is liable under this Lease to commence the works and to do so sooner if necessary and to complete those works within such time as the Landlord shall reasonably require;
- (b) if the Tenant does not comply with its obligation in this clause the Landlord may enter the Premises and carry out those works itself and if so all costs incurred by the Landlord in doing so shall be:
  - (i) paid by the Tenant to the Landlord on demand; and
  - (ii) recoverable by the Landlord as a debt or as rent in arrears.

#### 3.5 *Alterations*

- (a) Not to:
  - (i) make any structural alteration or addition to the Premises;
  - (ii) make any alterations to any heating, cooling or fire and life safety systems within the Premises;
  - (iii) make any external alterations or any alteration which affects the external appearance of the Premises or the Building;

- (iv) change the type of door separating the Premises from the Residential Common Parts nor alter the surface colour or door furniture of that side of the door facing the Residential Common Parts;
  - (v) unite the Premises with any adjoining premises;
  - (vi) make any other alteration or addition save as may be permitted by this clause 3.5;
  - (vii) do any works which makes access to any Service Media more difficult;
  - (viii) erect any pole mast wire aerial or satellite dish within the Premises so as to be visible from the outside or on the exterior of the Premises or the Building (including on the roof of the Building or on any balcony); or
  - (ix) install any electronic communications apparatus within the meaning specified by the Communications Act 2003;
- (b) subject to the restrictions in sub-clause 3.5(a) not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed) to make any other internal non-structural alteration or addition to the Premises;
- (c) if the Landlord consents to any alteration of the Premises it may impose and the Tenant shall enter into such covenants with the Landlord as it shall reasonably require including a covenant for reinstatement at the end of the Term.

### 3.6 *Signage*

Not to display so as to be visible from outside the Premises any sign or poster.

### 3.7 *Use of premises and common parts*

- (a) Not to use the Premises for any purpose other than as a high class luxury unit for residential use within Class C3 of the Use Classes Order and uses ancillary to such use or such other use as the Landlord shall approve in writing;
- (b) not to:
- (i) use the Premises for any Prohibited Residential Use;
  - (ii) use the Premises for any noxious noisy illegal or immoral or dangerous or offensive purpose or in a manner which may cause a nuisance annoyance damage or disturbance to the Landlord and any tenant or occupier of any other parts of the Building or the owner or occupier of any other part of the Estate or any neighbouring premises;
  - (iii) use the Premises as the registered office address for a company;
  - (iv) overload any part of the Premises any Common Parts or Service Media; or
  - (v) use the Premises or the Common Parts for any public or political meeting public show or sale by auction;
- (c) to take all lawful steps to abate any nuisance or inconvenience which occurs on or emanates from any part of the Premises or the use by the Tenant or its undertenants of the rights granted by this Lease.



### 3.8 *Dealing with the Premises generally*

Not to:

- (a) assign or transfer;
- (b) charge;
- (c) underlet; or
- (d) part with possession of,

the whole or any part of the Premises except where permitted by and in accordance with clauses 3.9 to 3.11 (inclusive).

### 3.9 *Assignment of the whole*

Not to assign the whole of the Premises without the prior written consent of the Landlord (not to be unreasonably withheld or delayed and which for the avoidance of doubt does not include any requirement to obtain consent from the Superior Landlord) provided that the Landlord may for the purpose of section 19(1A) of the Landlord and Tenant Act 1927 withhold its consent to an assignment if:

- (a) the Rents have not been paid up to date; or
- (b) the Tenant has not provided the Landlord with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales; or
- (c) the Landlord has reason to believe that the proposed new tenant may adversely impact the value of the apartment; or

### 3.10 *Underletting*

- (a) Not to grant an underlease of part only of the Premises;
- (b) not to grant an underlease of the whole of the Premises except:

on an assured shorthold tenancy agreement or any other tenancy agreement for a term of at least six months but less than five years and by which the tenant does not obtain security of tenure on expiry or earlier termination of the Term; and

- (i) the underlease contains a covenant by the undertenant to observe the Regulations; and
- (ii) the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the Tenant's obligations;
- (c) the Tenant will enforce the obligations of an undertenant and not expressly or by implication waive any breach of them and (if reasonably required by the Landlord) exercise its rights of re-entry in an underlease;
- (d) without prejudice to the Tenant's obligations in clauses 3.7(b) and 3.10(b) not to enter into any arrangement or grant any underlease which permits the Premises to be used as a serviced apartment.

**3.11 Charge of the whole**

The Tenant may charge the whole of the Premises without the consent of the Landlord.

**3.12 Notice and registration of dealings**

- (a) Within fifteen days after any assignment charge underlease of the whole of the Premises or devolution by operation of law of the whole of the Premises to:
  - (i) give to the Landlord written notice of the dealing or devolution (together with a certified copy of any relevant document effecting it); and
  - (ii) in the case of an underletting to provide the Managing Agents with tenants contact details; and
  - (iii) pay the fee reasonably required by the Landlord's solicitor for registering the notice of any dealing or devolution.

**3.13 Service upon Overseas Tenant**

If and for so long as the Tenant is an Overseas Tenant the Tenant hereby covenants and declares that the Person and Address for Service is authorised to accept service of any claim form or other process by the Landlord against the Tenant subject to the ability of the Tenant to change the identity of the Person and Address for Service by serving notice to that effect in writing on the Landlord specifying for the purposes of this clause the name and address of a person within England and Wales who thenceforth will be the Person and Address for Service.

**3.14 Common Parts**

- (a) Not to park deposit rubbish or in any other way obstruct or hinder the shared use of any of the roads accessways service yards parking areas serving the Estate or within the Building or the Common Parts;
- (b) to comply with the Regulations; and
- (c) not to cause or permit any damage to the Common Parts or to the Building (including any plant and machinery in or upon the same) or any other property in the vicinity of the Premises owned by the Landlord including (but not limited to) for the avoidance of doubt any damage arising by any action neglect default or omission (whether under the terms of this Lease or otherwise) by the Tenant any undertenant other occupier of the Premises or their visitors employees or agents.

**3.15 Planning acts**

- (a) Not without the prior written consent of the Landlord to
  - (i) make any application under the Planning Acts;
  - (ii) enter into an agreement or obligation under the Planning Acts; or
  - (iii) implement any planning permission;
- (b) to supply to the Landlord a copy of any planning application (including all plans drawings and other documents referred to in the application) for a consent under the Planning Acts and a copy of any permission granted pursuant to an

application promptly after it is respectively made or received and in any event on demand;

- (c) to keep the Landlord fully informed about the progress of any application made under the Planning Acts.

### 3.16 *Statute generally*

To comply in all respects with the requirements of statute and of all regulations which are now in force or which may after the date of this Lease be in force and the requirements of any competent authorities which in any way affect the Premises or their use and occupation (whether required of the Landlord, the Tenant or the occupier).

### 3.17 *Landlord's right of entry*

To permit the Landlord to enter the Premises on reasonable prior notice of not less than 48 hours (save in emergency when as much notice as reasonably possible will be given) with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary for the purpose of:

- (a) inspecting the condition of the Premises;
- (b) measuring or carrying out valuations of the Premises;
- (c) taking inventories of the Landlord's fixtures;
- (d) inspecting maintaining altering rebuilding replacing testing or making connections to any Service Media forming part of or passing through the Premises;
- (e) erecting maintaining repairing altering renewing or replacing any other part of the Building or any adjoining or neighbouring property;
- (f) exercising any of the rights reserved by this Lease;
- (g) remedying any breach of the Tenant's obligations in this Lease;
- (h) preparing an EPC for the Premises, the Residential Area or the Building; and
- (i) any other reasonable purpose connected with the Landlord's interest in the Premises or the Building.

### 3.18 *Deleterious substances*

- (a) Not to keep in or on the Premises any article or thing which is or might become dangerous offensive combustible inflammable radioactive or explosive except to the extent and in such measures as is usual in connection with residential premises and then only in conformity with such conditions as the Landlord's insurers may impose and any other conditions reasonably specified by the Landlord; and
- (b) not to discharge into any Service Media any oil grease or any noxious or deleterious effluent or substance which might cause pollution or contamination of any watercourse or cause an obstruction or be a source of danger.

### 3.19 *Yielding up*

- (a) At the end or sooner determination of the Term:

- (i) (unless otherwise required in writing by the Landlord) to remove all alterations and additions to the Premises made by or on behalf of the Tenant or any predecessor of the Tenant during the Term any tenant's fixtures and fittings and to make good all damage caused by their removal to the satisfaction of the Landlord; and
- (ii) to yield up the Premises with vacant possession and in the repair and condition required by the obligations of the Tenant under this Lease.

### 3.20 *Indemnity*

To indemnify the Landlord for all liabilities costs damages and expenses arising as a consequence of:

- (a) any breach of the Tenant's obligations in this Lease or as a result of any notification to the Tenant by the Landlord pursuant to any such covenants or conditions or from the Tenant's use and occupation of the Premises or that of any other person in the Premises expressly or impliedly with the Tenant's authority or from the state or condition of the Premises; and
- (b) any injury to or death of any person damage to any property the infringement disturbance or destruction of any right or easement or otherwise by reason of the state of repair and condition of the Premises (to the extent that the Tenant is liable for such repair and condition under this Lease) or the use of the Premises.

### 3.21 *Costs*

To pay to the Landlord on demand all costs incurred or expended by the Landlord including legal and professional fees and expenses in connection with:

- (a) the preparation and service of any notice and any proceedings pursuant to such notice under section 146 of the Law of Property Act 1925 even if forfeiture is avoided otherwise than by relief granted by the court;
- (b) the preparation and service (either during or after the end of the Term) of any schedule of dilapidations and subsequent inspection and supervision of works required by such schedule including any proceedings under section 147 of the Law of Property Act 1925;
- (c) any application by the Tenant for any consent, approval, licence or permission whether or not this is granted or refused or the application is withdrawn; and
- (d) payment of the Interim Charge by way of credit card.

### 3.22 *Third party notices*

In connection with any notice or order (or proposal for a notice or order) given or issued to the Tenant by any competent authority:

- (a) within three days of receipt by the Tenant (or sooner if necessary) to produce a copy of the notice or order (or proposal for it) to the Landlord;
- (b) to take all steps necessary to comply with any such notice or order as soon as practicable; and
- (c) at the request of the Landlord (but at the cost of the Tenant) to make or join with the Landlord in making objections or representations against or in respect of the notice or order (or proposal for it) as the Landlord shall reasonably require.

**3.23** *Rights affecting the premises*

- (a) Not to obstruct any window or light or abandon any easement enjoyed by the Premises; and
- (b) not to permit the acquisition of any easement over the Premises.

**3.24** *Defects*

To give written notice to the Landlord of all defects in the Building which might give rise to an obligation of the Landlord under statute or common law.

**3.25** *Superior lease covenants*

Not to do anything which would constitute a breach of the covenants on the part of the tenant contained in the Superior Lease.

**3.26** *Regulations*

To comply with the Regulations and take all necessary steps to secure compliance with the Regulations by anyone at the Building expressly or impliedly with the Tenant's authority.

**3.27** *Other miscellaneous obligations*

- (a) To observe and perform (by way of indemnity only) the obligations imposed on the Landlord or the Superior Landlord in respect of the Premises contained or referred to in:
  - (i) the Documents;
  - (ii) the registers of title comprising the Landlord's Titlein so far as these relate to the Premises and are still subsisting and capable of taking effect and are not the express obligation of the Landlord under this Lease;
- (b) not to name or re-name either or both the Building and the Premises and each any other part of the Building and not to refer to the same by any other name apart from the name (if any) provided from time to time by the Landlord;
- (c) to observe and perform all obligations on its part contained in any Heating Services Agreement and to indemnify the Landlord against all losses liabilities costs and claims suffered or incurred by the Landlord arising from any failure to do so.

**4. Landlord's covenants**

**4.1** *Quiet enjoyment*

The Landlord covenants that the Tenant paying the Rents and observing and performing its obligations in this Lease the Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it except as otherwise permitted by this lease.

#### 4.2 *Covenants regarding superior Lease*

- (a) To pay the rent reserved by and observe and perform the covenants on the part of the tenant contained in the Superior Lease except insofar as the covenants fall to be observed and performed by the Tenant under this Lease;
- (b) at the request and expense of the Tenant to use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease; and
- (c) where the consent of the Superior Landlord under the Superior Lease is required to a matter for which the Landlord's approval is required under this Lease and for which the Landlord is willing to grant its approval at the request and expense of the Tenant to use all reasonable endeavours to obtain such a consent as soon as practicable.

#### 4.3 *Leases of apartments*

To ensure that every lease of individual apartments or flats in the Building granted by the Landlord for an original term of over 21 years contains covenants on the part of the tenant materially in the same form as the covenants on the part of the Tenant contained in this Lease.

#### 4.4 *Use*

To ensure that the Lettable Units and Common Parts shall be operated as befits a high class luxury residential facility.

#### 4.5 *Energy Services*

- (a) Subject to payment by the Tenant of the Heating Services Contribution and subject to paragraph 4 of schedule 7 the Landlord shall provide or procure the provision of the Heating Services;
- (b) The Landlord shall procure that the provider/facilitator of the Heating Services enters into a Heating Services Agreement as soon as reasonably practicable after the date of this Lease to provide the Heating Services.

### **5. Insurance**

#### 5.1 *Insurance obligations*

- (a) The Landlord will either use all reasonable endeavours to procure the Superior Landlord performs its obligations with regard to insurance under the Superior Lease or will itself (subject to sub-clause 5.1(b)) insure with the Insurers (and through any agency):
  - (i) the Building and the Estate against loss or damage by the Insured Risks in a sum equal to the Landlord's estimate of the full cost (including costs of demolition temporary support and protection professional fees costs and disbursements any work required by statute and any other incidental costs) which would be likely to be incurred in connection with reinstating the Building in accordance with clause 5.2 at the time when such reinstatement is likely to take place having regard to all relevant factors (including inflation); and

- (ii) liabilities of the Landlord in respect of property owner's employer's liability and such other third party risks or other insurances (including engineering insurances) as the Landlord may from time to time deem necessary in such sums and on such terms as the Landlord shall reasonably require;
- (b) the obligation in sub-clause 5.1(a) is:
  - (i) conditional on any such insurance being ordinarily available in the United Kingdom;
  - (ii) subject to any Insurance Excess and any exclusions conditions or limitations as the Insurers may at any time require or impose; and
  - (iii) subject to compliance by the Tenant with its obligation in sub-clause 6.3(d);
- (c) the Landlord will as soon as reasonably practicable after receipt of a written request (made not more frequently than once in each year of the Term) give to the Tenant sufficient evidence of the terms and subsistence of the insurances effected pursuant to sub-clause 5.1(a).

## 5.2 *Reinstatement*

- (a) If the Estate, the Building or any part of it which affects the Premises or any part of the Building over which the Tenant enjoys rights the loss of which would materially adversely affect the Tenant's use and enjoyment of the Premises is destroyed or damaged by an Insured Risk the Landlord will either use all reasonable endeavours to procure the Superior Landlord performs its obligations with regard to reinstatement under clause 6.2 of the Superior Lease or will itself as soon as practicable after the date on which it becomes aware of the destruction or damage but subject to the Tenant complying with its obligations in sub-clauses 5.3(a)(i) to 5.3(a)(iv):
  - (i) use reasonable endeavours (without being obliged to institute or pursue an appeal) to obtain any Consents; and
  - (ii) (subject to obtaining the Consents) lay out the net proceeds of the insurance monies received by the Landlord for reinstatement and any monies paid under sub-clause 5.3(a)(i) in reinstating the Building substantially as it was prior to the date of destruction or damage or in replacing it with a reasonably comparable building.

## 5.3 *Tenant's obligations*

The Tenant agrees with the Landlord:

- (a) to pay to the Landlord within 15 Working Days of written demand:
  - (i) the Tenant's Share of any Insurance Excess;
  - (ii) the cost of any increase in the premium payable for the insurance of the Estate or any neighbouring premises by reason of any act of the Tenant;
  - (iii) the amount of any insurance money which is refused by reason of any act of the Tenant; and

- (iv) the Tenant's Share of the cost of any valuation of the Building and/or the Estate for insurance purposes carried out by or on behalf of the Landlord or the Superior Landlord;
- (b) not to do or cause any act matter or thing to be done which might:
  - (i) increase the premium payable for the insurances relating to the Building and/or the Estate to be effected; or
  - (ii) cause any policy of insurance of the Estate or the Building to become void or voidable;
- (c) to comply with the requirements of the Insurers from time to time in relation to the Premises and any parts of the Building or the Estate over which the Tenant enjoys rights;
- (d) to provide the Landlord with an estimate of the full cost of reinstatement of any fixtures installed in the Premises by the Tenant which are capable of becoming Landlord's fixtures;
- (e) not to effect or contribute towards any insurance on or in respect of the Premises in duplication of any insurance effected by the Superior Landlord and (without prejudice to any claim by the Landlord in respect of a breach by the Tenant of its obligations in this sub-clause 5.3(e)) to pay to the Landlord all moneys received by the Tenant in respect of any insurance effected by the Tenant in breach of this obligation; and
- (f) to give written notice to the Landlord of any event which might affect or give rise to a claim under any policy of insurance covering the Premises and any parts of the Estate or Building over which the Tenant enjoys rights as soon as reasonably practicable.

## **6. Service charge**

### **6.1 Provision of Services**

- (a) Subject to the Tenant paying the Service Charges, the Landlord will use all reasonable endeavours to procure the Superior Landlord performs its obligations with regard to the provision of the Estate Services under the Superior Lease or will use all reasonable endeavours itself to provide the Estate Services subject always to clause 6.1(e);
- (b) Subject to the Tenant paying the Service Charges, the Landlord will use all reasonable endeavours to provide or to procure the provision of the Residential Services subject always to clause 6.1(e);
- (c) the Landlord shall not be liable to the Tenant in respect of:
  - (i) failure of or interruption to the provision of any of the Services:
    - (A) during such period as may be necessary for the repair maintenance or replacement of any Plant;
    - (B) in consequence of any damage destruction breakdown or other failure of any Plant; or



- (C) as a consequence of any circumstances beyond the Landlord's reasonable control; and
- (ii) any act omission or negligence of any person undertaking any of the Services on behalf of the Landlord or the Superior Landlord;
- (d) the Landlord shall be entitled to engage the services of any employee agent contractor consultant or other adviser (as the Landlord considers to be reasonably necessary) in connection with the provision of the Services and or management and collection of the Service Charges;
- (e) the Landlord shall be entitled from time to time to withhold withdraw add to vary or alter any of the Services that it considers necessary or desirable acting in the interests of good estate management.

## 6.2 *Service Charge Statement*

- (a) The Landlord will as soon as practicable after the end of each Accounting Year provide the Tenant with a Service Charge Statement showing (in respect of that Accounting Year):
  - (i) the Residential Service Costs;
  - (ii) the Estate Service Charge or (in circumstances where the Landlord provides the Estate Services) the Estate Service Costs;
  - (iii) (if a Reserve Fund and/or a Sinking Fund exists) the Reserve Fund and the Sinking Fund and the amount of the Reserve Fund at the commencement of the relevant Accounting Year and the amount of any sums expended from the Reserve Fund and the Sinking Fund during or in respect of that Accounting Year; and
  - (iv) the Tenant's Share of the Residential Service Costs; and
  - (v) (in circumstances where the Landlord provides the Estate Services) the Tenant's Share of the Estate Services Costs;
- (b) the Landlord may adjust the Tenant's Share to make reasonable and proper allowances for differences in the Services provided or supplied to or enjoyed by the Tenant and any other occupier of the Estate and the Tenant's Share may vary for different items within the Residential Services and the Estate Services or in different Accounting Years where the Landlord or its surveyor considers this appropriate to provide a reasonable apportionment;
- (c) if the Landlord omits any amount or item from the Service Charge Statement it shall not be precluded from including the amount or item in the immediately following Service Charge Statement;
- (d) the Service Charge Statement shall:
  - (i) be certified by the Landlord's surveyors accountants or managing agents as containing a fair summary of the matters to which it relates; and
  - (ii) be conclusive evidence of the matters of fact contained in it (except in the case of manifest error);
- (e) the Landlord will allow the Tenant reasonable opportunity during the period of six months commencing on the date on which the Service Charge Statement is

given to the Tenant or during such period as is provided by relevant legislation to inspect all books records invoices and accounts (which the Landlord has) to verify the amounts incurred in respect of the Residential Service Costs and (in circumstances where the Landlord provides the Estate Services) the Estate Service Costs or (in circumstances where the Superior Landlord provides the Estate Services) will use reasonable endeavours to arrange for the Superior Landlord to make available to the Tenant for inspection all books records invoices and accounts (which the Superior Landlord has) relating to the provision of the Estate Services.

### 6.3 *Interim charge*

- (a) As soon as practicable before or after the commencement of each Accounting Year (and whether as part of the Service Charge Statement or as a separate document) the Landlord shall:
  - (i) give to the Tenant a written estimate of the Interim Costs; and
  - (ii) specify the Interim Charge;
- (b) the Tenant will pay the Interim Charge to the Landlord on account of the Service Charges;
- (c) the Tenant shall pay the Interim Charge in two equal instalments in advance on each of the Rent Payment Days or if later within 15 Working Days of written demand and the first instalment of the Interim Charge (apportioned over the period commencing on the date of completion of this Lease and ending on the following Rent Payment Day) shall be paid on completion of this Lease;
- (d) the Tenant shall pay within 20 Working Days of demand such additional sum as the Landlord may reasonably require on account of the Service Charges payable in an Accounting Year in circumstances where the Landlord anticipates that the Interim Charge is (for any reason) unlikely to be sufficient to cover the actual Service Charges for that Accounting Year and if any of the tenants do not make such payment the Landlord may borrow such sums.

### 6.4 *Balance of Service Charge*

If the Service Charges for an Accounting Year:

- (a) are greater than the Interim Charge (actually paid) the difference shall be paid by the Tenant to the Landlord within 15 Working Days of written demand; or
- (b) are less than the Interim Charge (actually paid) the difference shall be -
  - (i) allowed to the Tenant as a credit against future Service Charges; or
  - (ii) where the Accounting Year ends on or after the end of the Term subject to the Landlord's right to set off this against any other sum due to the Landlord it shall be repaid by the Landlord to the Tenant.

### 6.5 *Reserve Fund and Sinking Fund*

- (a) The Landlord may set up a Reserve Fund and/or a Sinking Fund to provide for infrequently recurring items of expenditure whether recurring or not at regular intervals including the cost of periodic life cycle valuations and for anticipated major expenditure in respect of either or both the Residential Services or the

Estate Services and the Reserve Fund and the Sinking Fund shall be held on trust for the tenant;

- (b) all balances in the Reserve Fund and the Sinking Fund shall be paid to any person taking a transfer of the Landlord's interest in the Building;
- (c) at the end of the Term any balance in the Reserve Fund shall be repaid to the tenants.

## **7. Conditions**

The following conditions apply to this Lease -

### **7.1 Forfeiture**

It shall be lawful for the Landlord to re-enter the Premises following which the Term shall come to an end (but without prejudice to any right or remedy of the Landlord or Superior Landlord in respect of any previous breach of the Tenant's obligations in this Lease) if:

- (a) any Rents remain unpaid for twenty-one days after they have become due; or
- (b) there is a breach of any of the other Tenant's obligations in this Lease.
- (c) before commencing any proceedings for forfeiture of this Lease, the Landlord shall:
  - (i) give notice in writing of the breach complained of to any mortgagee of this lease identifiable from the register of the Tenant's leasehold title; and
  - (ii) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach

a mortgagee of this Lease may enforce the terms of this clause 7.1(c) subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 notwithstanding clause 7.2(g).

### **7.2 Exclusions**

- (a) Nothing in this Lease (whether express or implied) nor any statement or representation made by or on behalf of the Landlord shall be taken to be a condition warranty or representation that the Premises can lawfully be used for the use permitted by this Lease;
- (b) the operation of section 62 of the Law of Property Act 1925 is excluded in relation to this Lease and the Tenant shall not have the benefit of any easement right or privilege over any other parts of the Building or Estate or any adjoining or neighbouring property of the Landlord other than those granted pursuant to clause 2.3;
- (c) nothing contained in or implied by this Lease shall give the Tenant the benefit or the right to enforce or prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of any property not comprised in this Lease;

- (d) unless and until the Tenant complies with its obligation in sub-clause 5.3(d) the Landlord shall have no liability under clause 5.1 in respect of any failure to insure any tenant's fixtures and fittings which may become part of the Premises;
- (e) the Landlord has no liability to the Tenant or any visitor of the Tenant (to either the Premises, the Building or the Estate) for any accident or injury suffered or any damage to or loss of any chattel sustained in the Premises Building or Estate;
- (f) following any transfer or assignment of the Landlord's reversionary interest in the Premises (whether legal or equitable and whether by deed or operation of law and whether or not registered at the Land Registry) the person who was the Landlord immediately prior to the transfer or assignment shall not be liable for any breach of any landlord covenants in this Lease after the transfer or assignment;
- (g) for the purposes of the Contracts (Rights of Third Parties) Act 1999 except where expressly provided to the contrary nothing in this Lease shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Lease.

### 7.3 *Common Parts/residential common parts*

The Landlord may from time to time:

- (a) alter stop up or divert any part of the Common Parts or the Residential Common Parts provided that in doing so it retains a reasonable means of access to the Premises; and
- (b) withhold withdraw add to vary or alter any of the facilities or amenities forming part of the Common Parts or the Residential Common Parts.

### 7.4 *Service of notices*

- (a) Any notice to be given or served under or in connection with this Lease shall be in writing and shall be:
  - (i) delivered by hand; or
  - (ii) sent by ordinary first class post, special delivery post or recorded delivery post (in each case, pre-paid); or
  - (iii) to the party due to receive the notice at its registered office or such other address as may be notified in writing to the other party from time to time or in the case of the Tenant if no address shall be notified then at the Premises.
- (b) a notice is deemed to be given or served:
  - (i) if delivered by hand, at the time it is left at the address; and
  - (ii) if sent by pre-paid post (whether ordinary first class, special delivery or recorded delivery), on the second working day after posting.
- (c) in the case of a notice given or served by hand, where this occurs after 5.00 pm on a working day, or on a day which is not a working day, the date of service shall be deemed to be the next working day; and

- (d) any notice under or in connection with this Lease shall not be validly given or served if sent by e-mail or any other form of electronic communication.

**7.5 All sums exclusive of VAT**

All sums referred to in this Lease are exclusive of any VAT which may be chargeable in respect of them.

**7.6 Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except where expressly set out in this Lease.

**7.7 Landlord's right to enter the premises**

The exercise of any right of the Landlord to enter the Premises is:

- (a) conditional on the Landlord giving to the Tenant at least two days prior written notice (except in an emergency); and
- (b) subject to the Landlord making good all physical damage caused to the Premises as a result of such entry as soon as reasonably practicable.

**7.8 Superior Landlord**

- (a) The powers rights matters and discretions granted and reserved to the Landlord under this Lease are also granted and reserved to or exercisable by Superior Landlord and by the Superior Landlord's agents or workpeople to the extent required under the Superior Lease;
- (b) if the Tenant does or proposes to do anything for which the consent of the Superior Landlord is required then the Tenant shall pay and indemnify the Landlord against the cost of obtaining such consent and all incidental professional fees and disbursements;
- (c) notwithstanding any other provisions of this Lease the Landlord may withhold consent in any matter where the Superior Landlord's consent is required and the Landlord (having used its reasonable and proper endeavours) is unable to obtain it; and
- (d) should the Superior Lease cease to exist this Lease shall nevertheless be read and construed as if the Superior Lease continued to exist.

**7.9 Disputes between Tenants**

Any dispute between the Tenant and the tenants and occupiers of the remainder of the Residential Area or any adjoining or neighbouring property belonging to the Landlord shall be referred to and settled by the Landlord or its nominated surveyor whose decision shall be binding on the parties to the dispute.

**7.10 Naming rights**

It is agreed that all rights to name either or both the Building and the Premises and each and every part of the Estate shall remain exclusively with the Superior Landlord.

**8. Building Safety**

The Landlord and the Tenant each acknowledge that, as at the date of this Lease:

- 8.1 the Block is a higher-risk building and the provisions of Part 4 of the BSA apply to the Block;
- 8.2 the Landlord is the principal accountable person and the accountable person in respect of the Block; and

**9. New Lease**

This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**10. Delivery**

This Lease remains undelivered until it has been dated.

**11. Governing law**

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

**12. Jurisdiction**

Save for any dispute arising under clause 7.9, each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

**In witness** of which the parties hereto have executed and delivered as a deed on the date specified on the cover sheet.

## SCHEDULE 1

### Premises

1. The apartment 04 on floor 09 of the Building forming part of the Estate and shown edged red on the Lease Plan and Plans which extends to and includes -
  - (a) the floor screed and any floor surface up to the surface of the floor slabs;
  - (b) the finishes on the ceiling slabs that bound the Premises up to the surface of the ceiling slabs;
  - (c) the interior plaster or other finishes of exterior walls and columns;
  - (d) the plaster or other finishes of the interior structural or load-bearing walls and columns;
  - (e) the doors and windows wholly contained within the interior including the internal doors and the floor and wall surfaces of the winter garden;
  - (f) the whole of any non-structural and non-load bearing internal walls within the Premises;
  - (g) one half of the thickness of the interior, non-structural and non-load-bearing walls and columns that adjoin another unit or the common areas;
  - (h) any structures erections fixtures and fittings on the Premises from time to time;
  - (i) all additions alterations and improvements carried out during the Term;
  - (j) all risers (if any) which exclusively serve the Premises; and
  - (k) all Service Media and Plant within and exclusively serving the Premisesbut excludes -
  - (l) The front door;
  - (m) the windows and doors in the exterior external walls and their glazing, frames and fittings;
  - (n) the airspace above and surrounding the Premises;
  - (o) the whole of the interior structural or load-bearing walls and columns within that part of the Building other than their plaster finishes and other than the doors and windows and their frames and fittings within such walls;
  - (p) all Service Media and Plant within that part of the Building but which do not exclusively serve that part of the Building; and
  - (q) any heating and cooling interface units and related Service Media.
  - (r) any meter or sub meter belonging to a utility service provider;
  - (s) any sprinkler installation or communal fire alarm system located within the Apartment and serving the Apartment and other parts of the Building

## **SCHEDULE 2**

### **Rights granted**

1. To subjacent and lateral support shelter and protection for the Premises from the remainder of the Building.
2. The passage of services facilities and other matter through the Service Media in the Building and on the Estate which serve the Premises.
3. In common with all others having a like right and subject always to clause 7.3 to use (including where appropriate for access to and egress from the Premises) the Common Parts for their proper purposes the Tenant not causing any material inconvenience or annoyance to other occupiers or owners of the Building or the Estate
4. To enter onto such parts of the Building as is reasonably necessary (but only for so long as is reasonably necessary) for the purpose of carrying out repairs to any Service Media and Plant or forming part of the Premises subject to the Tenant -
  - (a) giving to the Landlord and any relevant occupier at least ten days prior written notice (except in emergency) prior notice;
  - (b) doing as little damage as possible;
  - (c) making good all damage caused to the satisfaction of the Landlord and the relevant occupier; and
  - (d) complying with the reasonable requirements of and causing the minimum of inconvenience to the occupiers of the other relevant parts of the Building.
5. In case of emergency only of access over other parts of the Building and Estate designated from time to time for such purpose by the Landlord as means of escape in case of fire or other emergency.
6. To use such cycle racks as the Superior Landlord shall from time to time provide in the Building for the use of tenants of the Residential Area.
7. Subject to the Terrace Regulations the right to use any external terrace at the Premises up to a height of 3 metres.



### SCHEDULE 3

#### Rights excepted to the Landlord

1. All rights of light air and all other easements now subsisting or which might (but for this exception) be acquired over any other land.
2. The free and uninterrupted passage of services facilities and other matter through any Service Media now (whether existing at the date of this Lease or installed at any time during the Term) forming part of or passing through the Premises from and to all other parts of the Building and the Estate and any adjoining or neighbouring buildings and land.
3. To carry out any works or erect any new building on or otherwise deal with any other part of the Building or the Estate or any adjoining or neighbouring premises in such manner as the Landlord thinks fit notwithstanding any interference with any right of light air or other easement enjoyed by the Premises or any nuisance or inconvenience caused to the occupier of the Premises.
4. To enter on to the Premises at reasonable times on giving reasonable notice (except in case of emergency) to inspect test construct connect with maintain repair cleanse replace alter or renew or otherwise take into use:
  - (a) any wall forming the boundaries of the Premises; and
  - (b) any Service Media or Plant forming part of or serving or passing through the Premises.
5. To support shelter and protection from the Premises for the remainder of the Building.
6. To enter on to the Premises for any of the purposes mentioned in this Lease including (for the avoidance of doubt) for any purpose relating to ensuring compliance with the BSA.
7. To build on and to maintain repair decorate replace and renew any other parts of the Building and/or the Estate (and on any adjoining land or buildings of the Landlord or Superior Landlord) in such manner as the Landlord or Superior Landlord may think fit.
8. The right in common with all other persons entitled to a like right to use the Common Parts and the facilities and amenities therein (if any).

## **SCHEDULE 4**

### **The Estate Services**

#### **1. Maintenance and repair**

1.1 Inspecting repairing maintaining improving cleaning decorating repainting lighting and (where necessary) renewing rebuilding and replacing -

- (a) the Structure of the Building (including any boundary walls);
- (b) the Common Parts; and
- (c) Service Media serving the Building and the Estate.

1.2 Cleaning all external parts of the Building including the facades of the Building and external parts of the windows, window frames and doors (but not including those surfaces, windows, window frames and doors which are not exposed to the elements).

1.3 Cleaning all windows in the Common Parts.

#### **2. Plant**

Providing operating inspecting servicing maintaining repairing insuring cleaning and where necessary renewing and replacing all Plant serving the Building (including lifts and lift plant window cleaning hoists and tracks and the cost of all maintenance contracts entered into) but not any Plant exclusively serving the Premises or a Lettable Unit.

#### **3. Heating, ventilation, air conditioning**

Providing the Heating Services as set out in schedule 7.

#### **4. Common facilities/utilities/rates**

4.1 Any amount which the Landlord may pay towards the expense of inspecting testing repairing maintaining replacing rebuilding renewing or cleaning any Service Media ways roads access ramp pavements watercourses party walls party structures party fences walls or anything used for the Building and Estate in common with other premises.

4.2 Paying general rates water rates utility charges and other outgoings in respect of any part of the Building Area but not where such outgoings relate exclusively to the Premises or to a Lettable Unit.

4.3 Supplying electricity gas oil or other fuel to the Building or for use in connection with any of the Estate Services

#### **5. Area/management/legal matters**

5.1 Equipping and furnishing the Common Parts and supplying fitting and maintaining all suitable floor and wall coverings in the Common Parts.

5.2 Complying with statute which in any way relates to the Building its occupation or use (for which no tenant is responsible).

- 5.3 Taking any steps which the Landlord considers desirable for making representations against or otherwise contesting the incidence of the provision of any statute affecting the Building (for which no tenant is responsible).
- 5.4 Bringing defending or participating in any proceedings in any court or tribunal relating to the Building and making representations in respect of any proposals likely to affect the Building if the Landlord considers that bringing defending or participating in such proceedings or making such representations will benefit the tenants or occupiers of the Building.
- 5.5 Providing equipping and operating amenities for tenants of the Building and persons visiting the Building.
- 5.6 Providing maintaining repairing and renewing directional signs and other notices in or on the Building.
- 5.7 Providing maintaining and renewing any floral display or similar decorative plants tubs or containers and fountains or pools.
- 5.8 Providing and maintaining telecommunication and internet facilities (including a website for the Building and communication portal) to the Common Parts and the Building and to (but not within) any Lettable Unit.
- 5.9 Management of the car park in the Building.

6. **Cleaning and refuse**

- 6.1 Providing equipment and maintaining facilities for the management deposit and (if appropriate) compaction collection and disposal of refuse.
- 6.2 Cleaning the Common Parts.

7. **Health and safety**

- 7.1 Providing and maintaining repairing and renewing any fire prevention and fire fighting and detection equipment in the Building (including (where applicable) renting or hiring charges and installation and testing costs) but excluding where exclusively within the Premises or any Lettable Unit.
- 7.2 Providing maintaining repairing and renewing any pest control equipment and services in the Building but excluding where exclusively within the Premises or any Lettable Unit.

8. **Car park**

Providing valet and concierge services for the car park in the basement of the Building.

9. **Security**

Providing maintaining cleaning repairing and renewing any equipment (including electronic security systems door entry and/or basement entry and control systems closed circuit television systems alarms gates barriers surveillance equipment radio systems fencing lighting and security services) for the security of the Estate but excluding where exclusively within the Premises or any Lettable Unit.

10. **Insurance**

Complying with any requirements of the Insurers.

11. **Staff/managing agents**

11.1 Recruiting, training and employing staff and temporary staff where required in connection with the provision of the Estate Services or the management or security of the Estate.

11.2 Providing uniforms training courses and materials equipment utility services and internet necessary for the proper performance of the duties of any staff.

11.3 Providing maintaining repairing decorating heating and lighting any accommodation and facilities for any staff including office and residential accommodation for such staff including the rent and rates relating to any office or accommodation.

11.4 Employing professionals and other advisers in connection with the provision of the Estate Services.

11.5 The employment of managing agents and consultants in connection with the management and security of the Estate and the supervision and control of the Estate Services.

12. **Landscaping**

Maintaining (including any irrigation system) and planting any landscaped or open areas within or forming part of the Estate but not where wholly within the Premises or any Lettable Unit.

13. **Other**

13.1 Providing such other services and providing such other works acts and amenities as the Landlord may from time to time consider appropriate or desirable for the general benefit of the occupiers of the Estate including commencing new services and extending varying or altering the Estate Services from time to time.

13.2 The provision of a Reserve Fund and/or a Sinking Fund.

## **SCHEDULE 5**

### **The Residential Services**

#### **1. Maintenance**

- 1.1 Inspecting repairing maintaining improving cleaning decorating lighting and (where necessary) renewing and replacing the Residential Area (including without limitation all facilities within the Residential Common Parts and Service Media exclusively serving the Residential Area) but excluding the Premises and any Lettable Unit.
- 1.2 Cleaning the inside of all windows in the Residential Common Parts and all interior glazing within the Residential Common Parts.

#### **2. Lifts and escalators and other plant**

Providing operating inspecting servicing maintaining repairing insuring cleaning and where necessary renewing and replacing all Plant exclusively serving the Residential Area (including lifts and lift plant window cleaning hoists and tracks and the cost of all maintenance contracts entered into) but not where exclusively serving the Premises or any Lettable Unit.

#### **3. Heating, ventilation, air conditioning**

Supplying heating and air-conditioning/comfort cooling and hot and cold water to the Residential Area and washing and toilet accessories in the Residential Common Parts (in each case) during such hours as the Landlord shall reasonably determine as appropriate.

#### **4. Utilities/rates**

- 4.1 Any amount which the Landlord may pay towards the expense of inspecting testing repairing maintaining replacing renewing or cleaning any Service Media or anything used for the Residential Area in common with other premises.
- 4.2 Paying general rates water rates utility charges and other outgoings in respect of any part of the Residential Area but not where such outgoings relate exclusively to the Premises or a Lettable Unit.
- 4.3 Supplying electricity gas oil or other fuel to the Residential Area for use in connection with any of the Residential Services

#### **5. Area/management/legal matters**

- 5.1 A fee in consideration for ensuring the provision of
- 5.2 Equipping and furnishing the Residential Common Parts and supplying fitting and maintaining all suitable floor and wall coverings in the Residential Common Parts.
- 5.3 Complying with statute which in any way relates to the Residential Area its occupation or use (for which no tenant is responsible).

- 5.4 Taking any steps which the Landlord considers desirable for making representations against or otherwise contesting the incidence of the provision of any statute affecting the Residential Area (for which no tenant is responsible).
- 5.5 Bringing defending or participating in any proceedings in any court or tribunal relating to the Residential Area and making representations in respect of any proposals likely to affect the Residential Area if the Landlord considers that bringing defending or participating in such proceedings or making such representations will benefit the tenants or occupiers of the Residential Area.
- 5.6 Providing equipping and operating amenities for persons visiting the Residential Area.
- 5.7 Providing maintaining repairing and renewing directional signs and other notices in or on the Residential Area.
- 5.8 Providing maintaining and renewing any floral display or similar decorative plants tubs or containers and fountains or pools.
- 5.9 Providing and maintaining telecommunication and internet facilities to the Residential Common Parts and to (but not within) the Premises.
- 5.10 Management of the car park forming part of the Building.

6. **Cleaning**

Cleaning the Residential Common Parts.

7. **Health and safety**

- 7.1 Providing and maintaining repairing and renewing any fire prevention and fire fighting and detection equipment in the Residential Area (including (where applicable) renting or hiring charges and installation and testing costs) but excluding the Premises and any Lettable Units.
- 7.2 Providing maintaining repairing and renewing any pest control equipment and services in the Residential Area but excluding where exclusively within the Premises or another Lettable Unit.

8. **Car park**

Providing valet and concierge services for the car park in the basement of the Building.

9. **Security**

Providing maintaining cleaning repairing and renewing any equipment (including electronic security systems door entry and/or car-park entry systems closed circuit television systems alarms gates barriers surveillance equipment radio systems fencing lighting and security services) for the security of the Residential Area.

10. **Insurance**

Complying with any requirements of the Insurers relating to the Residential Area but excluding where compliance is the responsibility of the Tenant under this Lease or is the responsibility of another tenant of the Landlord.

11. **Staff/managing agents**

11.1 Recruiting, training and employing staff in connection with the provision of the Residential Services or the management or security of the Residential Area.

11.2 Providing uniforms training courses and materials equipment utility services and internet necessary for the proper performance of the duties of any staff.

11.3 Providing maintaining repairing decorating heating and lighting any accommodation and facilities for any staff including office and residential accommodation for such staff.

11.4 Employing professionals and other advisers in connection with the provision of the Residential Services.

11.5 The employment of managing agents and consultants in connection with the management and security of the Residential Area and the supervision and control of the Residential Services.

12. **Landscaping**

Maintaining (including any irrigation system) and planting any landscaped or open areas within or forming part of the Residential Area.

13. **Other**

Providing such other services and providing such other works acts and amenities as the Landlord may from time to time consider appropriate or desirable for the general benefit of the occupiers of the Residential Area including commencing new services and extending varying or altering the Residential Services from time to time.

**SCHEDULE 6**

**The Documents**

<b>DATE</b>	<b>DOCUMENT</b>	<b>PARTIES</b>
18 May 2022	Section 177 Agreement	Transport for London (1) R&F One (UK) Limited (2)



## SCHEDULE 7

### Heating Services

1. In this schedule the following words and expressions shall have the meaning ascribed below -  
  
**'CHP'** means the combined heat and power plant which provides the Premises and other parts of the Building with heating, hot water and power and the Plant and Service Media associated with it;
2. The Heating Services shall include (but not be limited to) -
  - (a) the provision maintenance repair replacement and renewal of all or part of the CHP equipment and apparatus and conducting media and conduits associated with the Heating Services;
  - (b) the procurement and provision of all fuel required to provide the Heating Services.
3. Supplying electricity and/or gas to the CHP for use in providing the Heating Services so long as the Building is in receipt of a supply thereof from the local electricity and gas supply undertakers.
4. Compliance with and the execution of all works required to be done or executed at any time in relation to the CHP and Heating Services to fully comply with gas safety inspection regulation and servicing.
  - (a) Payment for the Heating Services may include (but is not limited to) -
    - (i) a variable charge payable for energy supplied to the Premises based on consumption as determined by the billing meters and/or prepayment meters installed at the Premises to measure supply by automatic meter reading or manual reading;
    - (ii) a standing charge to include costs incurred by the Landlord/provider/facilitator or in and about the proper and convenient management and running of the CHP and the provision of the Heating Services including -
      - (A) management services;
      - (B) prepayment services;
      - (C) data services;
      - (D) credit billing services;
      - (E) debt management services;
      - (F) financial accounting services;
      - (G) administration costs;
      - (H) costs in connection with the Service Media repair replacement operation and maintenance of the Service Media associated with the CHP meters and equipment within the Premises forming part of the CHP;

- (i) a contribution to a sinking fund or reserve fund for the CHP;
- (iii) insurance costs (including excesses);
- (iv) any additional costs properly payable to Landlord/provider/facilitator in respect of additional services provided in relation to the Heating Services;

The provisions of paragraphs 1 to 4 of this schedule 7 shall only be enforceable against the Landlord where the Landlord is providing the Heating Services and in the circumstances where a Heating Services Agreement has not been entered into.

## **SCHEDULE 8**

### **Regulations**

#### **1. Premises**

- 1.1 Not to do anything in the Premises which is not consistent with use as a high class apartment nor to allow anyone else under his control to do so.
- 1.2 Not to use any balcony, winter garden or terrace which forms part of the Premises or in respect of which exclusive rights are granted to the Tenant by this Lease for cooking nor light any gas, electric, wood or other fire or barbecue or grill thereon nor to allow any smell or noise to emanate from such terrace, winter garden or balcony and not to use such terrace, winter garden or balcony for any purpose which shall or may cause nuisance or disturbance to any owner or occupier of any other Lettable Unit.
- 1.3 Not to place upon any balcony winter garden or terrace any item or items which in aggregate weigh more than such terrace or balcony can bear and ensure all items are securely fixed and cannot cause any damage to the building, its occupants or the general public.
- 1.4 Not to place any window boxes or hang any clothes linen or furnishings on any balconies, winter gardens or terraces which forms part of the Premises.
- 1.5 Not to play or use any radios, sound reproduction or broadcasting equipment on any balcony, winter garden or terrace which forms part of the Premises in respect of which exclusive rights are granted to the Tenant by this Lease.
- 1.6 Not to store any goods or chattels on any balcony, winter garden or terrace which forms part of the Premises in respect of which exclusive rights are granted to the Tenant by this Lease apart from reasonable balcony furniture.
- 1.7 To maintain at all times the appearance of any balcony winter garden or terrace which forms part of the Premises in respect of which exclusive rights are granted to the Tenant by this Lease consistent with a high class block of residential flats with associated facilities and if requested by the Landlord forthwith to remove any item or items from such terrace, winter garden or balcony.
- 1.8 Not to hang clothes, linen or furnishings outside the Premises.
- 1.9 Not to hold any public political, religious, fund raising or charitable meeting at the Premises.
- 1.10 Not to keep any animal reptile bird fish or creature of any kind in the Premises unless the Landlord or the Landlord's managing agents has agreed in writing. That agreement may be withdrawn at any time without a reason being given.
- 1.11 Not to keep or store bicycles, shopping trolleys, perambulators and similar items at the Premises other than such items as are foldable.
- 1.12 Not to allow the Premises to be occupied by more people than it is designed to house (having regard to the high-class nature of the Building).

#### **2. Common Parts**

- 2.1 Not to keep store stack or lay out any item upon the Common Parts.

- 2.2 Not to interfere with the enjoyment and amenity of the other Lettable Units nor to allow any noxious smell to enter any Lettable Unit or the Common Parts.
- 2.3 Not at any time to place any goods, mats, rubbish, waste, bicycles, push chairs, prams, deliveries or other obstructions in the Common Parts other than in any areas designated by the Landlord from time to time for such deposit.
- 2.4 Not to use any portion of the access roads, paved areas or other open areas within the curtilage of the Building or on the Estate for the parking of vehicles or for deliveries, loading and unloading of goods and furniture.
- 2.5 Not to cause obstruction to the Common Parts.
- 2.6 Not to deposit household refuse other than in sealed black plastic bags down the refuse chutes or within the dustbins in the store or area as designated from time to time by the Landlord and to close the lids of any refuse bins and the door to the refuse store after use and to follow the instructions for disposing of refuse down the chutes.
- 2.7 Not to use open areas within the curtilage of the Building or on the Estate other than for access and egress to the Premises and/or any other part of the Building over which rights are granted to the Tenant by this Lease and/or for quiet recreational purposes and always in accordance with the Regulations from time to time.
- 2.8 Not to permit any person or persons or children or pets to loiter or play in or about the Common Parts apart from in the designated amenity area for children.
- 2.9 Not to put or store a bicycle or shopping trolley perambulator pushchair or any other article of any description in the Common Parts nor to deposit any article other than in the areas specifically designated for such purpose.
- 2.10 Not at any time to ride any bicycles or skateboards or roller blades or scooters on or in the Common Parts and follow instructions in respect of access and egress routes to and from the bike storage areas.
- 2.11 Not at any time to smoke anywhere on the Common Parts, unless areas are specifically designated for smoking.
- 2.12 In relation to the Common Parts the following shall also apply:
  - (b) no ball games throwing of frisbees flying of kites or similar activities shall be permitted;
  - (c) no fires or barbecues shall be lit;
  - (d) no animals or pets shall be permitted (other than for the purposes of access to or egress from the Premises in respect of pets permitted under this Lease);
  - (e) plants and flowers shall not be tampered with cut or removed and no damage shall be caused;
  - (f) no deck chairs garden furniture toys or other articles shall be brought on to, used or left; and
  - (g) no radios or broadcasting equipment shall be used.

### 3. **Cycle Racks**

- 3.1 Not to carry on or permit to be carried on in or in the vicinity of the cycle racks any trade or business whatsoever nor to hold any auction sale thereon.
- 3.2 Not to use any cycle racks other than for the purposes of parking a single push bikes.
- 3.3 Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the cycle racks any placard poster signboard or any other advertisement whatsoever.
- 3.4 Not to permit the sounding of hooters bells or klaxons in or about the cycle racks or the Common Parts accessways nor to do anything or permit or suffer anything to be done in or about the cycle racks which shall in any way cause or tend to cause annoyance injury damage inconvenience or disturbance to the Landlord, or the owners or occupiers of the Building or the owners or occupiers of any adjoining or adjacent premises and in particular not to use or obstruct the cycle racks or accessways in such a manner as to impede or interfere with the use and enjoyment thereof by lessees of other Lettable Units.
- 3.5 To use the cycle racks or accessways and the entrance driveways and accessways as quietly as possible and in particular between the hours of 10.30 pm and 7.30 am to take special care to use the accessways in such manner as to avoid disturbance of or annoyance to the owners or lessees of the Lettable Units.
- 3.6 Not to obstruct the common entrance ways forecourts paths and driveways leading to the cycle racks nor impede the operation of any self-closing door and not to park any bicycle outside the cycle racks.
- 3.7 Not to use the cycle racks for storage of any petrol or other explosive or inflammable oils materials or substances and not to accumulate or leave any rubbish or other offensive material in the cycle racks or on the forecourts thereof and not to carry out the repairing of any bicycle upon any of the forecourts or driveways or upon any other Common Parts.
- 3.8 Nothing shall remain to be done in relation to the cycle racks which may be or become or grow to be a public or private nuisance or a danger annoyance or disturbance to the Landlord or its undertenants, access beneficiaries, customers or traders or to neighbouring property or persons.
- 3.9 Refuse shall not be permitted to accumulate on the cycle racks.
- 3.10 No smoking or naked lights shall be allowed on any parts of the cycle racks.
- 3.11 No paint spraying or welding shall be carried out at the cycle racks.
- 3.12 No maintenance or washing down of cycles shall take place unless an area is specifically designated for such activity.

### 4. **The Terraces**


- 4.1 Not to use or permit the Terraces to be used for any other purpose than as ancillary to the permitted user;
- 4.2 Not to use or permit the Terraces to be used for any dangerous, noxious, noisome or illegal activity;

- 4.3 Not to allow or permit any piano, record player, radio, loudspeaker or other electric, electronic, mechanical, musical, or other instrument of any kind to be played or used on the Terraces to as to be audible from them outside the Premises;
- 4.4 Not to use or permit to be lit any fires nor any barbecue on any part of the Premises (including any Terrace) or any common parts of the Estate;
- 4.5 Not to bring into the Premises or any part thereof nor onto the Terraces any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Estate or the occupants thereof;
- 4.6 Not to lay down decking or any other form of raised platform on any such area without the consent of the Lessor;
- 4.7 Not at any time without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed) to place or leave any item of whatever nature on any terrace area or balcony serving the Premises (if any) which may or tend to constitute either a danger nuisance or annoyance to any Lettable Area or to the owner or occupier of any unit of the Lessor or a detraction from the visual amenity of the Estate (including without prejudice to the generality of the foregoing any bicycle or barbecue) nor at any time without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed) to permanently place or leave remove or alter any table chair bench barbeque plant or shrub whether potted or otherwise or any other item upon the floor surface or any other surface of terrace area or balcony serving the Premises (if any) and at all times to ensure that any rainwater outlet is clear and free from debris
- 4.8 The Lessee will keep the Terraces:
  - (a) (including any planters or other items on the Terrace) in good and substantial repair and condition;;
  - (b) clean and tidy and free from any dead plants or other vegetation; and
  - (c) properly tended and stocked with suitable plants and shrubs so as to present an attractive appearance at all times throughout the year.

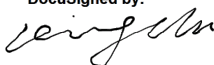
**Original**

**Executed as a deed by** )  
**R & F ONE NINE ELMS (UK) LIMITED** )  
acting by two directors )

**Signature Director**

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2415FF0426AB430...

**Signature Director**

DocuSigned by:  
  
EC0FBF4B0C46491...

**Counterpart**

**Executed as a deed by CITY TREASURE GROUP LIMITED**, a company incorporated in British Virgin Islands,

acting by .....

who, in accordance with the laws of that territory, are acting under the authority of the company.

Signature in the name of the company: .....

Signature of authorised signatory: .....

in the presence of:

Witness signature: .....

Witness Name (IN BLOCK CAPITALS): .....

Witness Address: .....

.....

.....

**Original**

Executed as a deed by  
**R & F ONE NINE ELMS (UK) LIMITED** )  
acting by two directors )

**Signature Director**

**Signature Director**

**Counterpart**

Executed as a deed by **CITY TREASURE GROUP LIMITED**, a company incorporated in British Virgin Islands,  
acting by **HUNG HON MAN**.....,  
who, in accordance with the laws of that territory, are acting under the authority of the company.

HUNG HON MAN

Signature in the name of the company: .....

Signature of authorised signatory: *Hung Hon Man* .....

in the presence of:

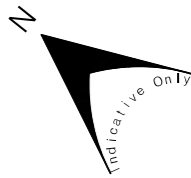
Witness signature: ..... *[Signature]* .....

Witness Name (IN BLOCK CAPITALS): ..... **KAM EDDIE SHING CHEUK** .....


Witness Address: **3/F, COSCO TOWER,** .....


**GRAND MILLENNIUM PLAZA,**  
**NO. 183 QUEEN'S ROAD CENTRAL,**  
**HONG KONG.**

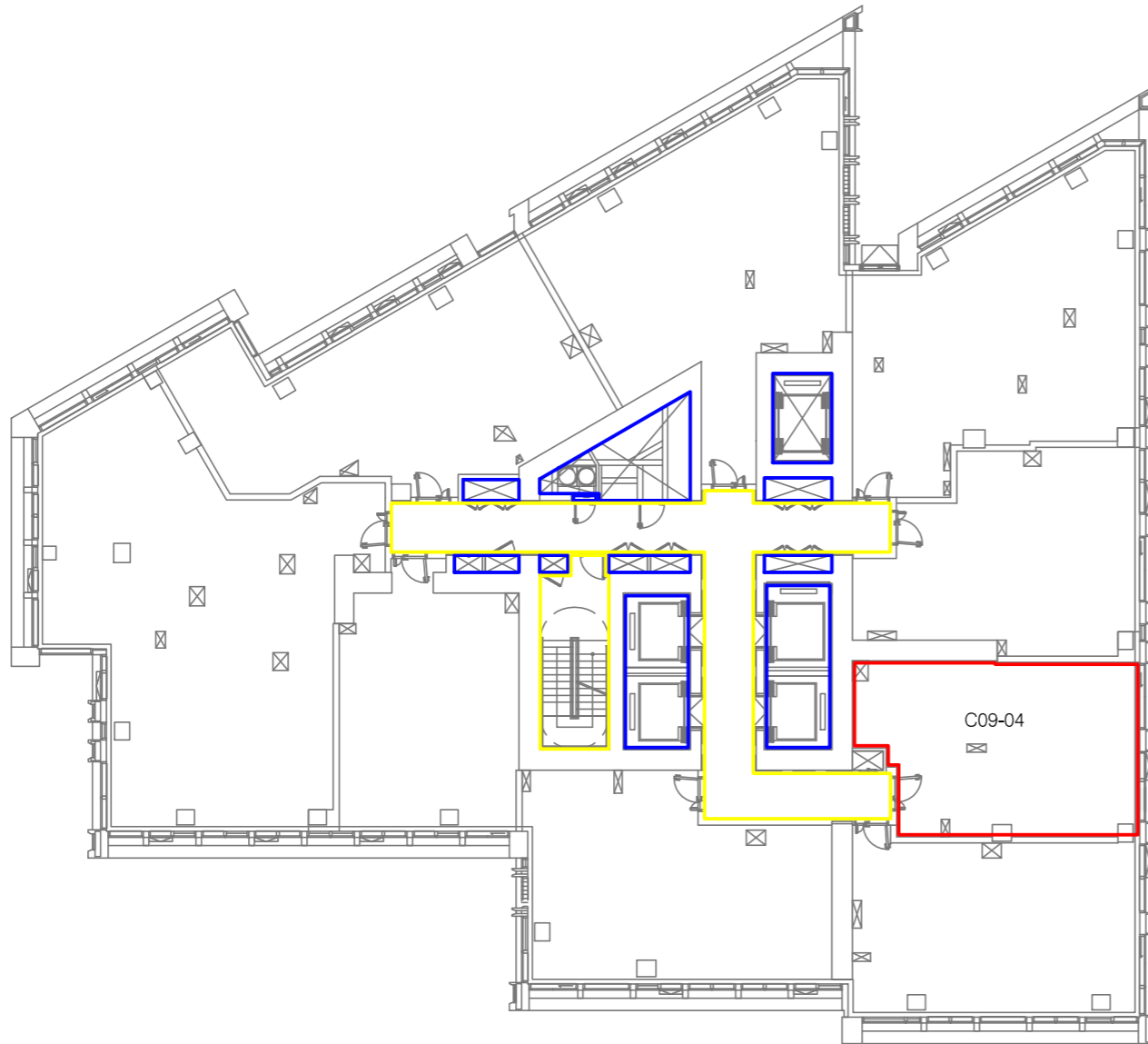




NINE ELMS LANE

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WANDSWORTH ROAD

## LEASE PLAN

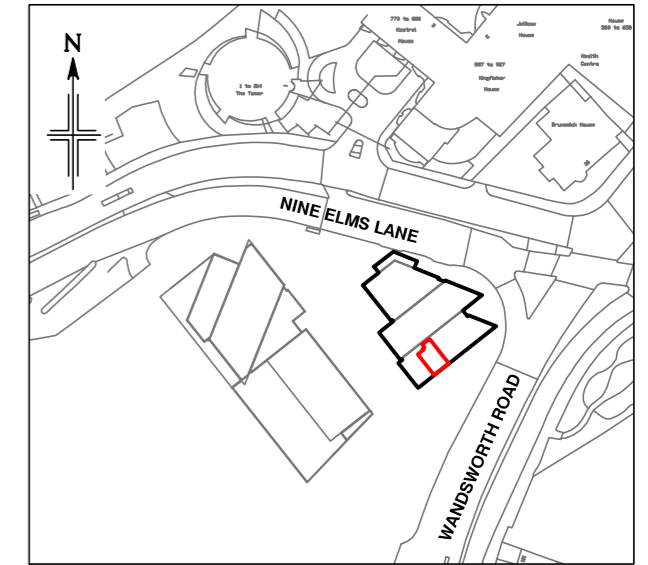
### 1 NINE ELMS LANE

LONDON, SW8 5HD

Level 09

Apartment C09-04

- Lease Demise
- Common Areas
- Services



#### Location Plan

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PRESENTATION SCALE 1:250 @ A3

ISSUE DATE: May 2023

PC PROJECT No. 45191-003 REVISION

A

DRAWING No.

45191-003-CT-LP-C09-04

## Plowman Craven

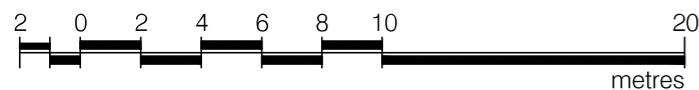
Plowman Craven House  
 2 Lea Business Park  
 Lower Luton Road  
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 Hertfordshire  
 AL5 5EQ

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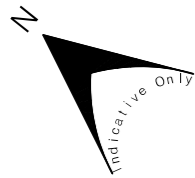
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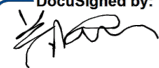
REVISIONS		
Revision	Details	Date
A	Original Issue	May 2023

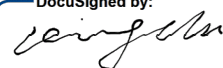
# CONVEYANCING PLAN

## 1 NINE ELMS LANE

LONDON, SW8 5HD



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DocuSigned by:  
  
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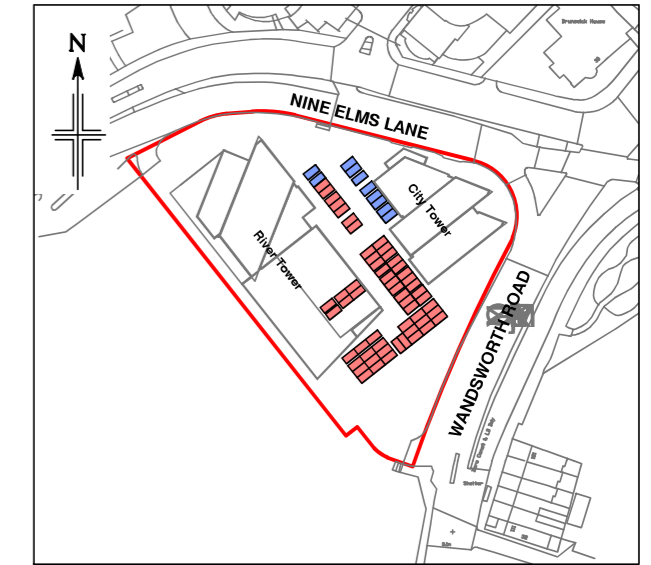
NINE ELMS LANE

WANDSWORTH ROAD



### Level Basement 1

- Estate Boundary
- Residents Parking
- MTVH Parking



### Location Plan

Scale 1:2500

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ISSUE DATE: April 2023

PC PROJECT No. 45191-003 REVISION

C



DRAWING No.  
 45191-003-CPB1

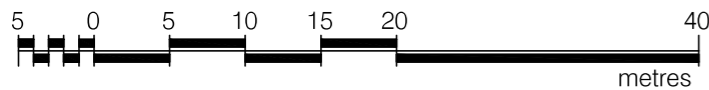
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REVISIONS		
Revision	Details	Date
A	Original Issue	April 2023
B	Presentation Amendments	May 2023
C	Presentation Amendments	June 2023

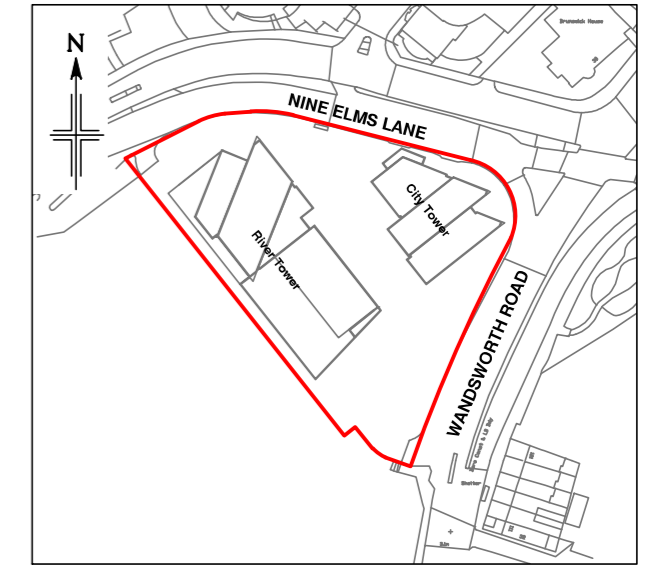
# CONVEYANCING PLAN

## 1 NINE ELMS LANE

LONDON, SW8 5HD

### Level Basement 2 Mezzanine

— Estate Boundary



#### Location Plan

Scale 1:2500

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**ISSUE DATE:** May 2023

**PC PROJECT No.** 45191-003 **REVISION**

**B**

**DRAWING No.**  
45191-003-CPB2M

## Plowman Craven

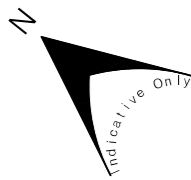
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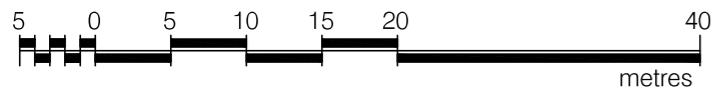
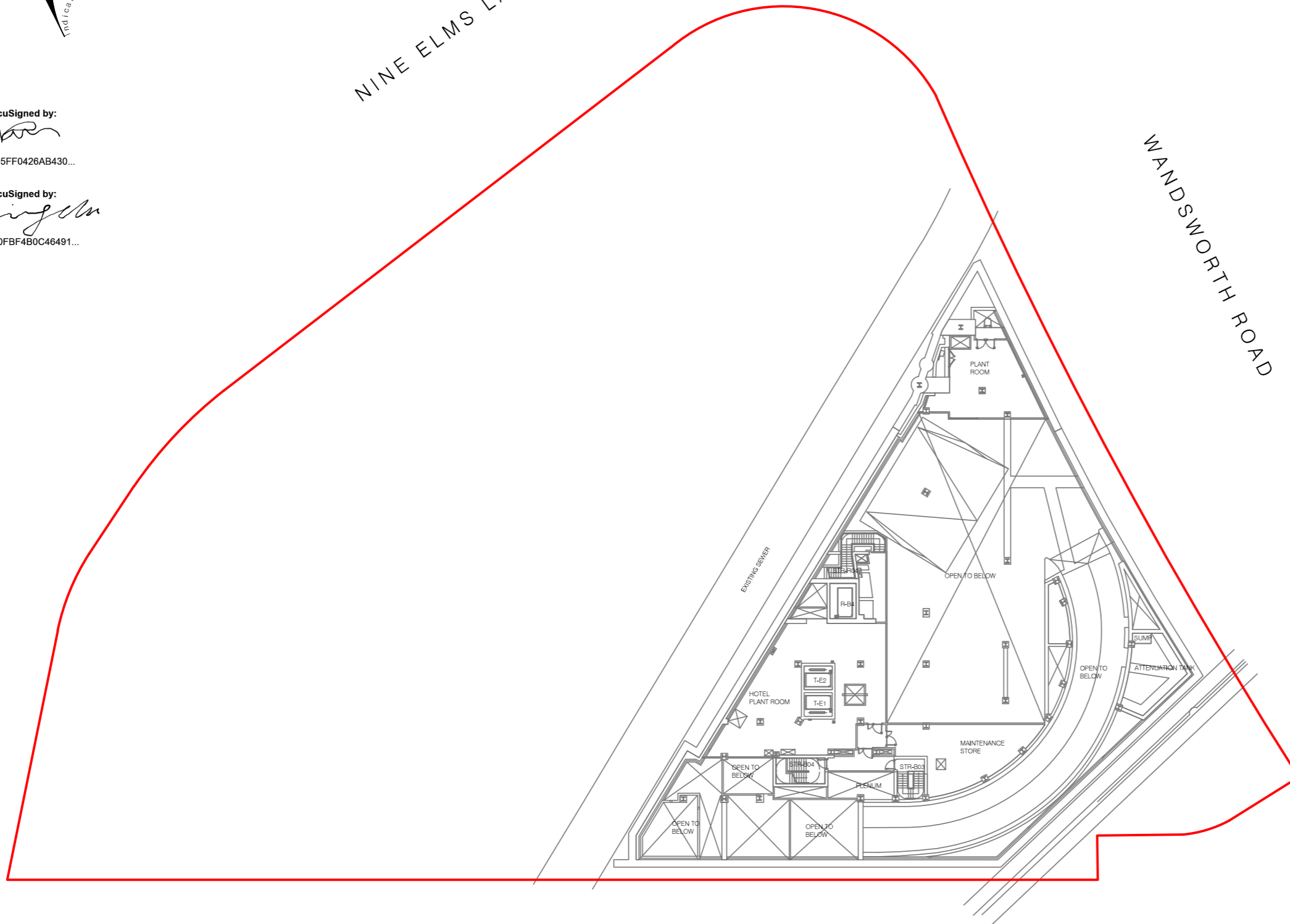


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NINE ELMS LANE

WANDSWORTH ROAD



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REVISIONS		
Revision	Details	Date
A	Original Issue	April 2023
B	Presentation Amendments	May 2023

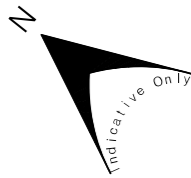




# CONVEYANCING PLAN

## 1 NINE ELMS LANE

LONDON, SW8 5HD



NINE ELMS LANE

WANDSWORTH ROAD

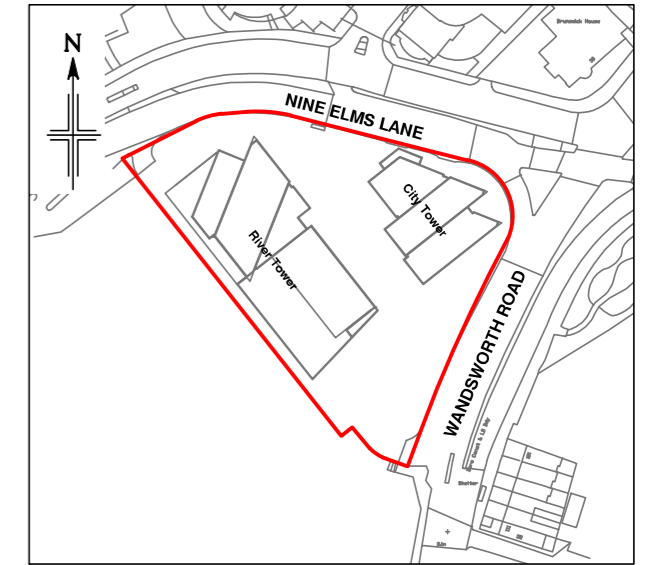
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### Level Sub Basement

— Estate Boundary



### Location Plan

Scale 1:2500

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**ISSUE DATE:** May 2023

**PC PROJECT No.** 45191-003 **REVISION**

**B**

**DRAWING No.**  
45191-003-CPSB

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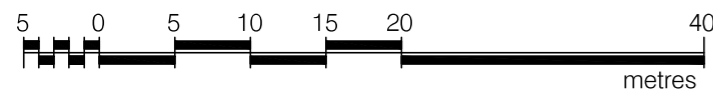
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REVISIONS		
Revision	Details	Date
A	Original Issue	April 2023
B	Presentation Amendments	May 2023

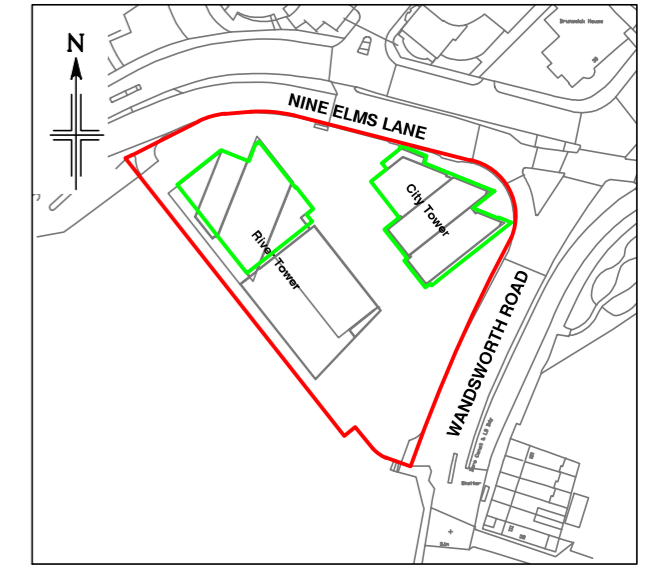
# CONVEYANCING PLAN

## 1 NINE ELMS LANE

LONDON, SW8 5HD

### Level Ground

- Estate Boundary
- Building Footprint



### Location Plan

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**ISSUE DATE:** May 2023

**PC PROJECT No.** 45191-003 **REVISION**

**B**

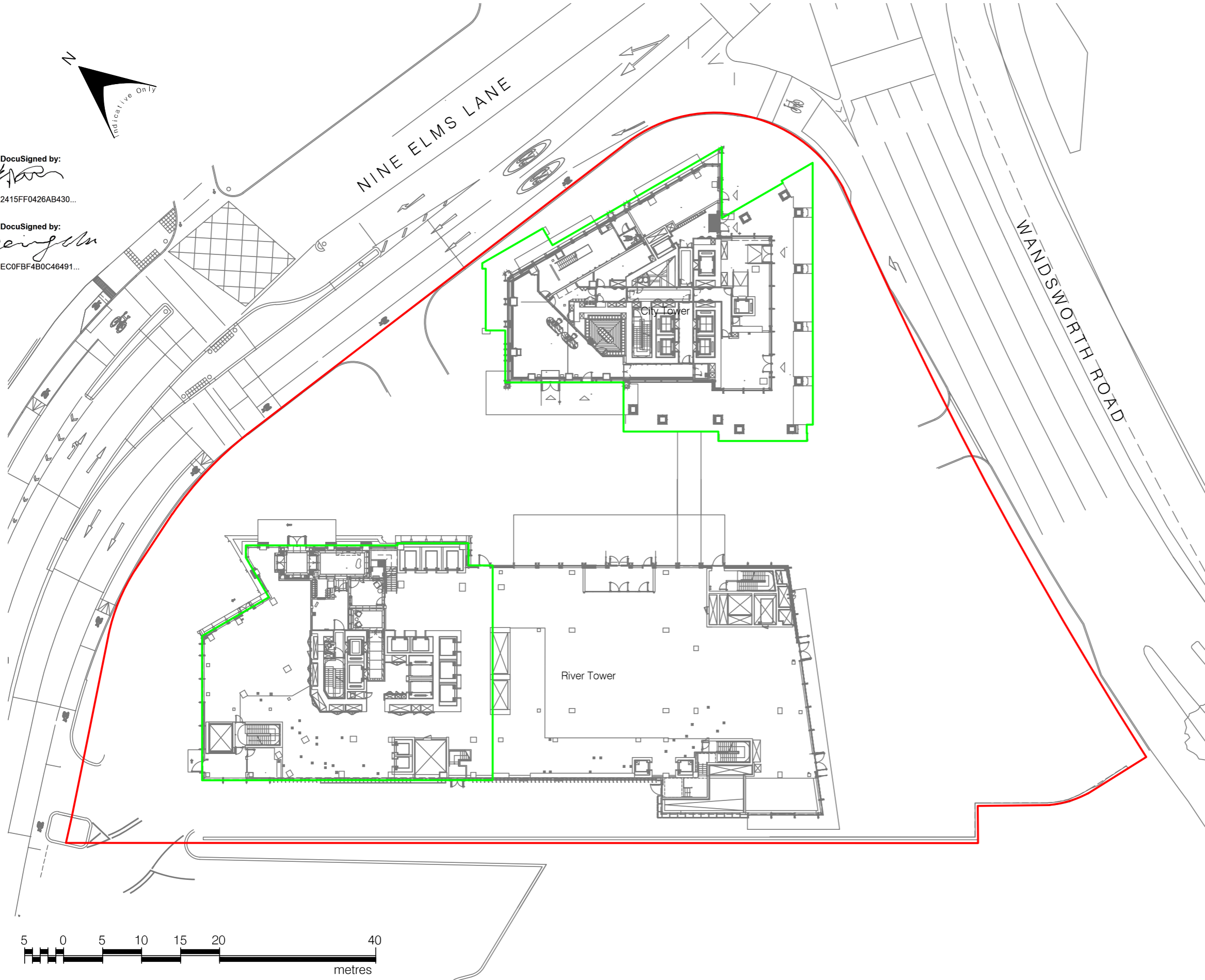
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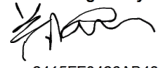
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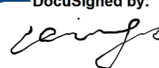
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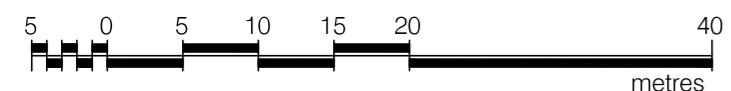
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REVISIONS		
Revision	Details	Date
A	Original Issue	April 2023
B	Presentation Amendments	May 2023