

ES/16/972

DATED 30th June 1989

THE BRIGHTON MARINA COMPANY LIMITED

AND

BRIGHTON MARINA RESIDENTIAL MANAGEMENT COMPANY LIMITED

TO

REX WILLIAM GAISFORD

AND

CHRISTINE ANN GAISFORD

We certify that this is a true copy of the original deed

[Signature]
DAVID RAPRIE & SCOTT

LEASE

52 BEDFORD ROW
LONDON WC1R 4LR

of the property known as
Flat No. 1 Wellington Court
Brighton Marina



Cawthorn Billins Sharpe
59/61 Guildford Street
Luton Bedfordshire LU1 2NL

12208
PDS

H. M. LAND REGISTRY

Land Registration Acts 1925 to 1986

COUNTY & DISTRICT : East Sussex : Brighton
LANDLORD'S TITLE NUMBER : ESX 99928
TENANT'S TITLE NUMBER
(TO BE ALLOTTED) :
PROPERTY : Brighton Marina

PARTICULARS

(Which form part of this Lease; references in this Lease to Paragraphs are to the numbered paragraphs of these Particulars)

1. THE DATE OF THIS LEASE: 30th June 1989
2. THE LANDLORD: THE BRIGHTON MARINA COMPANY LIMITED
of Knightsbridge House
197 Knightsbridge London SW7
3. THE COMPANY: BRIGHTON MARINA RESIDENTIAL MANAGEMENT
COMPANY LIMITED
2 South Square Grays Inn London WC1
4. THE TENANT: REX WILLIAM GAISFORD &
CHRISTINE ANN GAISFORD
of 3 Walham Rise Wimbledon SW19
5. THE APARTMENT: No. 1 on the Ground Floor
To be known as No. Wellington Court
6. THE MARINA: Brighton Marina, Brighton, East Sussex
7. THE BUILDING: Promontory 3
8. THE PURCHASE PRICE: TWO HUNDRED AND TEN THOUSAND POUNDS
(£210,000.00)
9. THE GROUND RENTS: £ 60 pa for the first 30 years of the term
£150 pa for the next 21 years of the term
£270 pa for the next 21 years of the term
£500 pa for the next 21 years of the term
£750 pa for the next 21 years of the term
£950 pa for the remainder of the term
10. THE TERM OF THIS LEASE: 125 YEARS (less 10 days)
FROM 12th March 1980
11. THE ADVANCE SERVICE CHARGE: £686.20 per annum
12. THE PAYMENT DATES: 1st January, 1st April, 1st July and 1st October
13. THE ACCOUNTING PERIOD: 1st January to 31st December
(subject to variation in accordance with
Paragraph C of the First Schedule)

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FINANCE ACT 1931

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on the date specified in Paragraph 1 BETWEEN the Landlord specified in Paragraph 2 ("the Landlord") and the Company specified in Paragraph 3 ("the Company") and the Tenant specified in Paragraph 4 ("the Tenant")

WHEREAS:

The Landlord is the owner of the Marina specified in Paragraph 6 ("the Marina") hereinafter defined and the Building ("the Building") and the Apartment specified in Paragraph 5 ("the Apartment") and intends to grant leases in similar form to this (*mutatis mutandis*) of any other Apartments in the Building so that the Tenant and the other Tenants shall be able to enforce against each other any covenants contained in such leases for their mutual benefit and protection

NOW THIS LEASE WITNESSES:

1. Demise and Rents

(a) In consideration of the payment by the Tenant to the Landlord of the Purchase Price specified in Paragraph 8 (receipt of which is acknowledged by the Landlord) the Landlord DEMISES to the Tenant the Apartment TOGETHER WITH the Included Rights BUT SUBJECT to the Excepted Rights TO HOLD the same to the Tenant for the term specified in Paragraph 11 the Tenant paying to the Landlord or if so requested by the Landlord to the Company as agent for the Landlord the Ground Rents specified in Paragraph 10 by equal half yearly payments in advance on the Payment Dates specified in Paragraph 12 in each year (with the first proportionate payment being made as from the date of this Lease to the next date that payment of the Ground Rent is due)

(b) In the event that legislation of any kind prohibits or restricts the charging of any premium on the grant of this Lease or on any assignment of it during the term by reference to the amount of the Ground Rents payable in this Lease then the Ground Rents shall (for the period of such prohibition or restriction) be reduced to one pound below the maximum level permitted by such legislation without incurring such prohibition or restriction

2. The Tenant's Covenants

The Tenant COVENANTS (but not so as to bind the Tenant in respect of breaches of covenant arising after the Tenant with the consent of the Company has parted with all interest in the Apartment):-

(a) With the Landlord and the Company to observe and perform the obligations contained in the Fifth Schedule



(b) With the Landlord and the Company and with the Other Tenants to observe and perform the obligations contained in the Sixth Schedule

(c) With the Landlord to pay the Ground Rents on the Payment Dates and to surrender the Lease and the Apartment in good repair to the Landlord at the lawful determination of the term of this Lease

3. **The Landlord's Covenants**

The Landlord COVENANTS with the Tenant (but not so as to bind the Landlord in respect of breaches of covenant arising after the Landlord has parted with all interest in the reversion of the Apartment):-

(a) that if the Tenant pays all the ground rent due and observes and performs all the obligations on the part of the Tenant contained in this Lease then the Landlord will permit the Tenant to peacefully hold and enjoy the Apartment during the term of this Lease without lawful interruption or disturbance by the Landlord or lawful claimants through under or in trust for the Landlord

(b) that in the event of the Company failing to comply with its obligations in this Lease or if the Company shall enter into liquidation or be wound up (whether voluntarily or compulsorily) the Landlord will forthwith take over and perform the Company's said obligations (and in that event covenants by the Tenant with the Company herein shall be deemed to be directly with the Landlord and vice versa and references to the Company herein shall be deemed to be references to the Landlord)

4. **The Company's Covenants**

(a) The Company Covenants with the Tenant and as a separate covenant with the Landlord to observe and perform the obligations contained in the Seventh Schedule as Agent for the Landlord or procure that the same shall be observed and performed

(b) The Company FURTHER COVENANTS with the Landlord that if so requested by the Landlord it will collect or cause to be collected the rents from time to time payable by the Tenant and the Other Tenants on the Payment Dates and will forthwith account to the Landlord for the same

5. **Agreement between The Landlord The Company and The Tenant**

The Landlord the Company and the Tenant agree:

(a) The provisions contained in the Eighth Schedule

(b) That the Definitions contained in the First Schedule shall apply to this Lease

(c) The paragraph headings are for reference only and are not operative parts of this Lease

(d) References in this Lease to statutes or other legislation

shall include reenactments codifications and modifications of such statutes or legislation

(e) Any sums due to the Company or the Landlord (as the case may be) under the terms of this Lease shall where appropriate bear V.A.T. at the current rate except where such V.A.T. is recoverable from H.M. Customs by the recipient

6. Landlord's and the Company's right of Re-entry and Forfeiture

The Landlord the Company and the Tenant agree further that if:

(i) Any Ground Rent or part shall not be paid 21 days after becoming due (even if the Landlord has made no formal demand) and/or

(ii) Any whole or any part of a Service Charge payment payable under Clauses 2 and 3 of the Fifth Schedule has not been paid 28 days after a written demand has been served on the Tenant by the Landlord or the Company and/or

(iii) The Tenant has failed to observe and perform any other of the Tenants covenants or obligations contained in this Lease THEN the Landlord or the Company (as the case may be) shall be entitled to re-enter the Apartment TO RETAKE POSSESSION upon which this Lease shall determine absolutely but without prejudice to any existing claim or right by the Landlord and/or the Company against the Tenant

7. The Landlords Obligations

(i) To keep in good repair (and to renew as and when reasonably necessary) the Mooring and the Pontoon

(ii) To keep the waters of the Marina clean and navigable

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease

THE FIRST SCHEDULE
Definitions

A. The words "the Landlord" "the Company" and "the Tenant" include the Landlord's the Company's and the Tenant's successors in the title and if appropriate in the context masculine or feminine genders or corporate or unincorporated firms bodies or associations and singulars or plurals

B. If the Tenant comprises more than one person or corporation firm body or association then the covenants and obligations of the Tenant shall be construed as joint and several

C. "the Accounting Period" means the period of not more than twelve months commencing and ending as specified in Paragraph 14 or such other date as the Landlord or the Company may in their discretion from time to time determine and notify in writing to the Tenant

D. "the Advance Service Charge" is initially the sum specified in Paragraph 11 and thereafter such other sums and supplemental sums as are payable under Clause 4 of the Fifth Schedule

E. "the Annual Cost" means the expenditure incurred by the Company in any Accounting Period in carrying out the Service Charge Works (including any sums which in the Accounting Period in question are set aside for future expenditure)

F. "Arbitration" means a referral by either the Company and/or the Landlord and/or the Tenant (in default of agreement) to an independent surveyor to be nominated by the President of the Royal Institution of Chartered Surveyors (or any recognised successor to that Institution or Presidency) who shall act in accordance with the provisions of the Arbitration Acts 1950-1979

G. "the Auditor" means any professional auditor or auditors for the time being appointed by or acting for the Company

H. "The Building" is the building of which the Apartment forms part specified in Paragraph 7 (and which forms part itself of the Marina) edged yellow on the attached Block plan

I. "the Common Accessways" means the common roadways and common footpaths of the Marina or any suitable and adequate alternative common accessways from time to time provided by the Landlord Provided That any such common accessways shall include a temporary Parking Space until such time as the permanent Parking Space(s) within which the parking space is situate are constructed but shall not include any other multi-storey car park or car parks erected or within the period of eighty years from the date of this Lease erected within the Marina

J. "the Common Parts" means all parts of the Building not exclusively let or intended to be let upon a lease or licence or otherwise enjoyed by the Tenant or the Other Tenants including (without limitation) the Common Accessways

K. "Conduits" means pipes wires cables ducts chimneys sewers drains gutters and tanks and all similar conducting routes for gas water electricity telephone drainage and heating and any other services installed on the Marina or in the Building or the Apartment during the period of 80 years from the date of this Lease

L. "the Due Proportion" means a fair proportion of the Annual Cost (which proportion may vary for different categories of the Service Charge Works) attributable to the Apartment together with such further categories as the Company shall from time to time determine such fair proportions to be

determined by the Landlord's or the Company's Managing Agent or qualified surveyor or accountant whose decision save for manifest error shall be final and binding

M. "the Excepted Rights" are the exceptions and reservations contained in the Fourth Schedule

N. "the Apartment" is the premises specified in Paragraph 5 and more particularly described in the Second Schedule

O. "the Headlease" means the Lease dated the 12th March 1980 made between Brighton Borough Council (1) Brighton Marina Company Limited (2) as varied by a Deed of Licence and Variation dated the 28th October 1985 made between Brighton Borough Council (1) Brighton Marina Company Limited (2) The Landlord (then known as Fillfore Limited) (3) and Brent Walker Holdings plc and any other variations thereto from time to time during the term of this Lease

P. "the Included Rights" are the rights easements and privileges contained in the Third Schedule

Q. "Insured Risks" means loss or damage by fire and such other risks as are usually covered by a comprehensive domestic insurance policy together with such other risks as the Landlord or the Company shall in their absolute discretion require in such sum as shall represent the full replacement cost of the Building (including architects' legal surveyors' and other consultants' fees in respect of the rebuilding or reinstatement of the Building) together also with at least three years loss of rent

R. "the Marina" is the land buildings and Marina from time to time for these purposes forming part of the Brighton Marina Estate at Brighton in the County of East Sussex belonging to the Landlord

S. "Other Flats" means any other Flats Houses and Parking Spaces forming part of the Marina and/or the Building other than the Apartment and the Common Parts

T. "Other Tenants" means all or any of the occupiers for the time being of the Other Flats Houses and Parking Spaces and includes the Landlord or the Company where any Other Flat House or Parking Space is vacant

U. "the Reserve Fund" is the amount accumulated but unexpended at any time from payments of the Advance Service Charge and the Service Charge to the Company by the Tenant and by Other Tenants

V. "the Service Charge" means the sums payable under Clause 3 of the Fifth Schedule including any Value Added Tax ("V.A.T.") chargeable on such sums which cannot be recovered by the recipient

W. "the Service Charge Certificate" means a statement in writing of the

Due Proportion payable by the Tenant for the immediately preceding Accounting Period and giving a fair summary verified by the Auditor of the Annual Cost in such Accounting Period

X. "the Service Charge Works" means such services as are specified in the Ninth Schedule as the Company shall from time to time in its discretion provide

Y. "Superior Landlord" means both the owners of the reversion of this Lease and also (if not the same party) of the Freehold and all other leases through which the Landlord's title derives at any time during the term

Z. "The Mooring" means the area of the Marina coloured orange on the plan

Z.1 "The Mooring Service Charge" has the meaning ascribed to that expression in Clause 4(b) of the 5th Schedule of this Lease

Z.2 "the Pontoon" means the area coloured green together with the accessway thereto also coloured green

THE SECOND SCHEDULE

The Apartment

The Apartment shown edged red on the plans attached ALL OF WHICH (for the purposes of the Tenants obligations as well as the demise by the Landlord) INCLUDES

1. The internal coverings of the external and internal load bearing walls of the Apartment and all doors and windows in such walls with their frames glass furniture and locks

2. Any internal non load bearing walls or partitions and doors windows frames glass furniture and locks

3. The coverings of the ceilings below the joists or structural ceiling supports and the floorboards or floor surfaces above the joists or structural floor supports (except where the Apartment is on more than one storey in which case all floors floor joists and areas between such floors of the Apartment are included in the Demise)

4. All Conduits on the Marina or in the Building servicing exclusively the Apartment (and not being owned by statutory or other utility authorities etc)

5. All fixtures and fittings in the Apartment (except tenant's fixtures and fittings) but excluding the external walls of the Apartment and the internal load bearing walls of the Apartment and all load bearing walls roofs and foundations and any conduits which do not exclusively serve the Apartment

THE THIRD SCHEDULE
The Included Rights

A. Access

The right of the Tenant and all persons authorised by the Tenant to unrestricted access on foot to the Apartment over the Common Parts and a right of access at all times on foot or in vehicles over so much of the Common Accessways as comprise common vehicular accessways Provided That the Landlord may when necessary during the course of any works of repair or redecoration obstruct temporarily any such means of access or from time to time during the term provide adequate alternative access so long as sufficient access to the Apartment is maintained

B. Passage of Services

The right to unrestricted passage of services to the Apartment through the Conduits now on the Marina or in the Building (or laid down or constructed within a period of 80 years from the date of this Lease)

C. Support

The right to support shelter and protection for the Apartment from the Marina and the Building

D. Entry for Works

The right for the Tenant and any employees agents and workmen of the Tenant to enter any part of the Marina and the Building as is reasonably necessary to enable the Tenant to comply with the Tenant's obligations in this Lease or to read any meters PROVIDED THAT the Tenant shall:-

(a) Give reasonable written notice (except in emergency) to the occupier of any such part and if such part is vacant then to the Company, and

(b) Cause as little damage and inconvenience as reasonably practicable and make good immediately any damage caused by such entry or consequent works

E. Refuse

The right to store refuse in any place as shall from time to time be notified by the Company or the Landlord

F. Communal Facilities

The right so far as is necessary for the reasonable beneficial use of the Apartment to use any communal facilities provided by the Company including entry phone systems radio and television aerials and any communal gardens recreation areas on the Marina or any such adequate alternative facilities from time to time provided by the Company

G. Subject to compliance with clause 4 of the 5th Schedule of this

Lease the right (including the right to sublet such moorings) to moor a boat or boats at the Mooring any one of which shall not exceed 12 metres in length together with the right to pass over and use the Pontoon

THE FOURTH SCHEDULE
The Excepted Rights

A. The rights of the Company and the Other Tenants (and other persons reasonably authorised by the Company) to rights over and through the Apartment equivalent to those set out in Paragraphs B. C. D. and F. of the Third Schedule

B. The right of the Company and its employees agents and workmen to enter the Apartment to enable the Company to comply with its obligations under this Lease PROVIDED that the Company shall:

(a) Give reasonable written notice to the Tenant (except in emergency) and

(b) Shall cause as little damage and inconvenience as reasonably practicable and make good immediately any damage caused by such entry or consequent works

C. The right of the Landlord or the Company to rebuild or modify the Marina and the Building (except the Apartment itself) or any adjacent building including construction of new buildings on adjacent land in such manner as the Landlord reasonably wishes without materially affecting the light air and enjoyment of the Apartment

D. The right of the Landlord or the Company to install services or communal facilities running through the Apartment causing as little damage and inconvenience as reasonably practicable making good immediately any damage caused and the right for the Company and all persons authorised by the Company to connect to or use such services or facilities

E. The right of the Landlord or the Company to lay out modify (if necessary) and construct the Common Accessways and to complete any landscaping or planting of the Common Parts and complete works to the Marina

F. The rights of third parties described excepted and reserved in the property and/or charges registers of the Landlords title to the Marina

THE FIFTH SCHEDULE
The Tenant's Covenants with the Landlord and Company

1. To Pay Rents

To pay the rents hereinbefore reserved without any deduction or set-off during the term specified in paragraph 10 at the times and in manner aforesaid without any deduction

2. To Pay Rates

To pay all general and water rates and other outgoings whatsoever rated assessed charged or imposed now or at any time during the term of this Lease upon the Apartment or the owner or occupier in respect thereof and in the event of any rates assessments charges or outgoings being rated assessed charged or imposed in respect of the Building of which the Apartment forms part to pay the proper proportion of such rates assessments charges and outgoings attributable to the Apartment

3. To pay the Service Charge

To pay to the Company the Service Charge which shall be the Due Proportion applied to the Annual Cost being reasonably and properly incurred by the Company in each Accounting Period (including a reserve for any future expenditure)

4. In consideration of the covenants on the part of the Landlord hereinafter contained in this Lease the Tenant hereby covenants to pay the Landlord the Mooring Service Charge

4(a). Not to Moor a boat or boats at the Mooring any one of which exceeds 12 metres in length

4(b). To pay to the Landlord on 1st January in each year in advance an annual mooring fee and value added tax thereon ("the standard mooring fee") equal to 85% of the amount payable by annual berth holders of eight metre boats within the outer harbour of the Marina in accordance with the tariff published from time to time by the Landlord and in force on 1st January of the year in question provided always that if the Tenant shall at any time moor a boat or boats at the Mooring whose total length exceeds eight metres then the Tenant shall pay to the Landlord on demand for such period during which the said boat or boats shall be moored at the Mooring such greater mooring fee as shall be equal to 85% of the amount from time to time payable by berth holders in the outer harbour to the Landlord in accordance with their said tariff for a boat or boats of such length in question PROVIDED THAT for the purpose of this clause only the expression "the Landlord" shall be deemed to include the owner or operator of the moorings in the outer harbour for the time being levying the charges direct to boat owners

4(c). to observe and perform at all times the rules regulations and by-laws governing the keeping and use of boats in the Marina as published from time to time by the Landlord

5. To Pay the Advance Service Charge

To pay to the Company on account of the Service Charge by quarterly instalments in advance on the Payment Dates following the Company's

statement of the amount thereof a sum equivalent to the Advance Service Charge or (if greater) a sum estimated by the Managing Agents for or by the Company in their or its discretion as being fair and reasonable PROVIDED THAT:-

(a) The Company shall cause the issue of a Service Charge Certificate as soon as reasonably practicable after the end of each Accounting Period

(b) If the Due Proportion of the Annual Cost exceeds the total Advance Service Charge paid for the Accounting Period in question (after crediting any monies withdrawn from the Reserve Fund in that Accounting Period) and a Service Charge Certificate showing such excess is provided to the Tenant then the Tenant shall pay such excess to the Company within fourteen days of the service of such Service Charge Certificate

(c) If however the Due Proportion of the Annual Cost is less than the total Advance Service Charge paid for the Accounting Period in question (together with any unexpended surplus thereof from previous Accounting Periods but excluding money paid into and/or remaining in any reserves for future expenditure) then the difference (being the unexpended surplus) shall be credited against the next following payment or payments to become due under this Clause to be applied towards the Annual Cost in any future Accounting Period

(d) If (despite the Company having endeavoured to estimate correctly the anticipated amount of the Annual Cost) it shall appear to the Company during the Accounting Period in question that its previous estimate of the Annual Cost is likely to be insufficient then the Company may in its discretion notify the Tenant in writing not less than fifteen days before any following Payment Date of the amount of any additional Advance Service Charge required whereupon the Advance Service charge shall be increased by such amount and shall be payable by the Tenant as from such following Payment Date

6. To Pay for Notices

To pay to the Landlord and/or the Company (as the case may be) all sums (including legal and surveyors fees) incurred for the purpose of or incidental to the recovery of arrears of rent hereunder and the costs of the preparation and service of any schedule of works of repair or dilapidations reasonably incurred by the Landlord and/or the Company (as the case may be) in contemplation of or incidental to and in the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 or in proceedings under Sections 146 and 147 of the said Act even if forfeiture is avoided otherwise than by the Court granting relief

7. To Comply with Statutory Requirements

At the expense of the Tenant to comply with all statutory and other parliamentary ministerial and local authority acts statutory instruments bye laws and other legal requirements which relate to the Apartment and to the Marina and to keep the Landlord and the Company indemnified against all sums and liabilities which arise from such legislation

8. To Pass Copies of Notices to the Company

To give to the Company within fourteen days of receiving any notice permission proposal or order from any local or public statutory body or Government department affecting the Apartment a copy or full details and to comply with the same and to join with the Company if reasonably required to do so in making appropriate applications or representations to any such body the Tenant indemnifying the Company for any sums incurred by the Company (except where the Company voluntarily makes such applications or representations)

9. To Permit the Landlord and the Company to Enter the Apartment

To permit the Landlord and the Company and their respective workmen surveyors and agents to enter the Apartment at any time on reasonable written notice (except in emergency) for the purposes of:-

(a) Compliance with the Company's obligations under this Lease including (without limitation) the carrying out of repairs maintenance and rebuilding of and to the Building the Common Parts communal facilities conduits and facilities shared by the Marina or the Building with neighbouring properties and buildings the Landlord the Company or other persons exercising such right (as the case may be) causing as little damage and inconvenience as reasonably practicable and making good any damage thereby caused to the Apartment

(b) Viewing and examining the state of repair of the Apartment or the Building and checking and taking inventories of the Landlord's fixtures and fittings in the Apartment and ascertaining whether the covenants on the part of the Tenant herein contained (whether relating to repair or otherwise) are being duly observed and performed and if the Landlord or the Company (as the case may be) shall find want of repair of the Apartment then the Tenant shall comply with any written notice given to the Tenant by the Landlord or the Company (as the case may be) within two calendar months after the date of such notice

(c) To repair decorate or reinstate the Apartment when the Tenant is in breach of any of the Tenant's covenants in this Lease in which case the Tenant will repay on demand to the Company all sums thereby expended by it (including legal and surveyors fees) and such sums may be recovered by

the Company as rent in arrear

10. Alterations to the Apartment

Not to make any alterations to the Apartment the Building or the Marina

11. Assignment

(a) Not to assign transfer underlet charge part with possession or share part only of the Apartment

(b) Not to assign underlet or part with possession of the whole of the Apartment without the Company's written consent (which shall not be unreasonably withheld) and to include in any underlease granted at any time of the Apartment covenants in similar form (except as to the amount of rent) to those of the Tenant in this Lease for the protection of all the other Tenants

(c) Not to assign underlet or transfer the Apartment without contemporaneously procuring that

(i) A Deed of Covenant to be executed by the Assignee underlessee or transferee (in a form provided by the Company's solicitors) directly with the Landlord and the Company that the Assignee underlessee or transferee will observe the terms of this lease and in particular will pay the Service Charges

(ii) the Assignee or transferee (but not underlessee) takes a transfer of the Ordinary "B" Share in the Company of the Tenant and will become a member of the Company so long as this Lease is vested in such assignee or transferee

(d) To give notice of any Assignment Transfer Underletting or other devolution of this Lease to the Company's Solicitors and to pay a registration fee of 25% of the Ground Rent for the time being

12. To take all necessary steps to apply for the issue of and/or take a transfer (as appropriate) of one Ordinary "B" Share in the Company and be registered in the Register of Members as the owner thereof and remain the owner thereof at all times whilst this Lease is vested in the Tenant

13. Boundary etc. Disputes

To appoint the Company's surveyor to act as agent for the Tenant for the purposes of negotiating and concluding on behalf of the Tenant any disputes as to boundaries or common facilities and party wall awards (except where the other party to the dispute is the Company)

14. To observe the Headlease provisions

(a) To perform and observe the covenants and obligations on the Tenants part contained in the Headlease (if any) insofar as they affect the

Apartment except only the covenants for payment of the rent reserved thereby and for insurance therein contained and keep the Lessors indemnified against all claims damages costs and expenses in any way relating thereto

(b) Notwithstanding anything herein contained in the event of any conflict between the terms of this Lease and the terms of the Headlease the Headlease shall prevail and nothing herein contained shall be deemed to permit any act matter or thing which is prohibited under the terms of the Headlease

(c) Where the consent of the Landlord is required hereunder for any purpose then it shall not be deemed to have been given (notwithstanding any consent express or implied or issued or made by the Landlord) EITHER where such act matter or thing is and remains prohibited under the terms of the Headlease OR alternatively if appropriate until all necessary separate consents of any Superior Landlord have also been first obtained by the Tenant and any conditions thereof fully complied with (in addition to and not in substitution for the consent of the Landlord) PROVIDED FURTHER nothing herein contained shall be deemed to imply that any Superior Landlord is required or obliged to give such consents (on any particular conditions or otherwise) where the Headlease does not so provide or imply

(d) Where there is any requirement herein for the giving of any notice to or the registration of anything with the Landlord by the Tenant then the Tenant shall similarly be required to give such notice and effect such registration with all Superior Landlord and pay their registration fees

15. Payment of Company's Costs and Interest

(a) To pay all the Company's reasonable costs (including legal agents and surveyors fees) incurred in connection with any application to the Company for consent required by this Lease even if the consent is reasonably refused

(b) To pay interest both after and before any judgement at four per centum per annum above the base or lending rate of Barclays Bank plc (or any successor to that Bank) calculated on a day to day basis from the date that any payment fell due under this Lease on any Ground Rent or Service Charge payment due to the Company and which is in arrear for more than fourteen days

THE SIXTH SCHEDULE

The Tenants Covenants with the Company and the Other Tenants

1. To Repair

(a) To keep the Apartment (including additions and any Landlords fixtures and all apparatus installed in the Apartment) in good and

substantial repair and condition (other than loss or damage by Insured Risks except insofar as any policy or policies of insurance maintained by the Company may have been vitiated or avoided by the act or default of the Tenant or any persons claiming through the Tenant or his or their servants agents licensees or visitors)

(b) To keep glass in doors and windows in good repair and to keep all windows clean

2. To Decorate

To keep the Apartment painted papered and decorated and to renew the paint paper and internal decorations in a proper workmanlike manner in at least every seven years of the term of this Lease and also during the last year thereof howsoever determined

3. To Make Good Damage

To make good immediately any damage caused to the Marina the Building or Apartment caused by the Tenant's act or omission or the act or omission of his or their servants agents licensees or visitors The Tenant keeping the Landlord and the Company indemnified against any liabilities as a result of such act or omission

4. To Protect Insurance

(a) Not to do or fail to do (or allow anything to be done or failed to be done) which would increase the risk of the Apartment the Building or the Marina being damaged by any risk covered by the Company's insurance policies or which would render void or voidable any of those policies or increase the premium payable for them and in the event that the Tenant is in breach of this covenant the Tenant will pay on demand any increased premium and all expenses incurred by the Company in or about any renewal of any such policy or policies and further if the Marina the Building the Apartment (or any part of them) are damaged or destroyed wholly or partially by any of the risks covered by the Company's policies and the insurance money is wholly or partially irrecoverable as a result of any act or default of the Tenant or any persons claiming through the Tenant or his or their servants agents licensees or visitors then the Tenant will immediately pay to the Company the whole or as the case may be a reasonable proportion of the cost of repairs or reinstatement including professional fees and the assessment of a fair proportion and the resolution of any dispute about this covenant shall be referred to Arbitration

(b) To maintain an adequate Apartment owners insurance policy to cover especially leakage of water or other substances from the Apartment

5. Not To Create Nuisances

Not to do or allow anything in or in connection with the Apartment or the

use of it which causes (or tends to cause) any nuisance annoyance disturbance or damage to the Landlord the Company or the Other Tenants or occupiers of any other neighbouring building or the public and in particular (without affecting the general nature of this Clause):-

(a) not to cause noise between the hours of 10pm and 8.30am so as to be audible outside the Apartment and not at any other time to cause excessive noise

(b) not to keep pets in the Apartment after reasonable objection to them has been made in writing by or to the Company by any Other Tenant or member of the public

(c) Not to obstruct or leave articles in or on the Common Parts the Common Accessways the Parking Spaces of the Other Tenants adjacent public highways

(d) Not to keep or place in the Apartment any petroleum or any material or substance of a combustible offensive explosive dangerous inflammable or injurious nature

(e) to keep the floors of the Apartment adequately sound proofed

(f) not to erect aerials or other appliances on any part of the Building

(g) not to interfere with any Statutory Authority's property generally (and in particular) not to interfere with electricity gas water or drainage conduits easements or installations in the Marina

(h) not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the Marina or obstruct the Conduits

(i) to keep all refuse properly contained in suitable receptacles and not to obstruct any refuse collection areas or chutes on the Marina

(j) not to hang place or expose outside the Apartment any clothes or other articles or plants and not to shake any mat or other article out of any window or door of the Apartment

(k) not to put on or in any window or on the exterior of the Apartment or so as to be visible from the outside of the Apartment any name writing drawing signboard plate or placard of any kind including 'For Sale' signs

6. Use of the Apartment

Not to use the Apartment nor permit the same to be used for any purpose except private residential accommodation for one household only nor at any time to use the Apartment or permit the same to be used for any profession trade or business or any illegal or immoral purpose

7. Marina Regulations

Not to breach any of the rules or regulations reasonably imposed by the Landlord relating to the use of the Marina

THE SEVENTH SCHEDULE
The Company's Covenants

1. To Repair

To keep in good repair (and to renew as and when reasonably necessary):-

(a) The structure of the Building and the Marina including all roofs and foundations all load bearing walls all main joists and supports for floors and ceilings and all chimney stacks gutters and drainage pipes the structural parts of all roadways below wearing course level (save Conduits in the roadways)

(b) Conduits which do not exclusively serve the Apartment or the Other Apartments

(c) The Common Parts and the Common Accessways

(d) Any boundary or other part of the Marina and the Building not included in a demise of the Apartment or the Other Flats

2. To Decorate

To decorate the exterior of the Building and the Common Parts as often as is reasonably necessary (and at least every three years) and to cultivate plant and maintain any garden or recreation areas on the Marina

3. To Clean and Light

So far as is practical to keep clean and reasonably lighted the Common Parts and the Common Accessways and all parts of the Marina to which the public the Tenant and Other Tenants have lawful access

4. To Insure

(a) To insure the Marina including the Building and the Apartment against the Insured Risks in accordance with the terms of the Headlease

(b) To reinstate or repair the Building and the Apartment as quickly as possible after receipt of insurance monies (without prejudice to the Tenant's liability to contribute towards the cost of this) but if such reinstatement or repair shall be frustrated by e.g Acts of God then such insurance monies shall be held on trust by the Company for the Company the Landlord and the Tenant in such fair and reasonable proportions as shall be determined by Arbitration

(c) To produce a copy of the policy and an up-to-date schedule of cover on written request and payment of the Company's reasonable copying charges by the Tenant

(d) To arrange the endorsement of the Tenant's and any mortgagee's interest on the policy except where there is a general endorsement in favour of any tenant and any mortgagee

5. To Pay Rates

To pay any rates or any other charges imposed on any part or parts of the Building and not specifically let or intended to be let

6. To Place Reserves on Trust

Forthwith upon receipt thereof to transfer to the trustee of a Trust Deed dated the 13th day of August 1987 and made by Ledger Trustee Company to be held on the trusts of such Deed such part of the Advance Service Charge and the Service Charge paid to the Company by the Tenant and by the Other Tenants as the Managing Agents or the Company shall in their or its discretion determine to represent a fair and reasonable amount to set aside to reserve in respect of the future expenditure

7. To Observe Landlord's Title Obligation and the Headlease Provisions

The Company will observe and perform all covenants terms and conditions described excepted or reserved in the Property or Charges Register of the Landlords title to the Marina and the terms covenants and conditions of the Headlease insofar as they are not already observed and performed by the Tenant or the Other Tenants and in case of conflict the terms and conditions of the Headlease shall prevail

8. To Enforce Covenants

The Company will enforce all or any of the covenants contained in leases which may from time to time be granted of the Other Apartments against all or any of the Other Tenants if:-

(a) A request in writing is given by the Tenant to the Company in general meeting specifying which covenant(s) the Tenant requires enforcing and

(b) The Tenant confirms in writing that the Tenant will indemnify the Company against all costs and expenses incurred by the Company in enforcing any covenant (insofar as they are not recovered from any Other Tenant in default) and

(c) The Tenant gives reasonable financial security for any such costs and expenses if required by the Company

THE EIGHTH SCHEDULE

Provisions agreed between the Company and the Tenant

1. Destruction of the Apartment

In the event that any part of the Building or the Apartment is destroyed or damaged so that the Apartment or the access to it is wholly or partially unfit for occupation or use (and provided that the insurance

policy has not been wholly or partially vitiated or avoided by the act or default of the Tenant or any persons claiming through the Tenant or his servants agents or visitors) then the payment of Ground Rents the Service Charge and the Advance Service Charge or a fair proportion of them shall be suspended until the Apartment or the access to it or them have been reinstated for occupation and in the event of dispute as to this paragraph then the dispute shall be referred to Arbitration

2. **Company's Liabilities**

The Company shall not be liable for any damage suffered by the Tenant or the Tenant's invitees by reason of any defect in any fixture conduit staircase of any other thing on the Marina or in the Building and the Apartment or through any act or omission of any agent or servant of the Company or the Landlord

3. **Disputes with Other Tenants**

Any disputes between the Tenant and the Other Tenants shall be referred (if reasonably required by the Company) to the Company's surveyors or managing agents whose decision shall be final and binding

4. **Service Charge Expenses**

The Company shall have power to incur any expenses authorised by the Ninth Schedule Part I in connection with the Marina (but not part II of the ninth schedule) and any additional expenses which are reasonably necessary for the continued safety and enjoyment of the Marina and shall for the purposes of collection of any VAT be deemed to be acting as the agent of the Landlord

5. **Notices**

Any notice or document to be served under the terms of this Lease shall be sufficiently served if either:

(a) It is addressed to the Tenant (even if without the Tenant's name) and even if any person affected by the notice or document is absent from the Apartment and is left at or on the Apartment or other last-known place of residence or business of the Tenant or the person affected by the notice or document or

(b) It is sent by ordinary prepaid post addressed to the Tenant or the person affected by it to the Apartment (or other last-known place of residence or business of the Tenant or the person affected by it) and if it is not returned through the Post Office within ten days of posting it shall be deemed to have been received or served at the time at which it would ordinarily have been delivered by post

THE NINTH SCHEDULE
Part I
The Service Charge Fund Expenses

The Company shall be entitled to charge the following costs and expenses reasonably and properly incurred to the Service Charge:

1. Complying with the obligations under the Seventh Schedule including inspecting maintaining repairing renewing decorating furnishing soft furnishing heating lighting and cleansing:

(a) The Walls floors main timbers structure concrete columns or slabs roofs foundations and exterior of the Building and the Marina or any part (except to the extent that such are the responsibility of the Tenant or Other Tenants) and

(b) The Common Accessways

(c) The Common Parts

(d) The Conduits

(e) The Parking Space(s)

(f) All bins receptacles tools and appliances machinery apparatus material and other things which the Company considers desirable or necessary for carrying out any works referred to herein

(g) Any estate office maintenance shops living accommodation for staff accommodation for motor vehicles equipment and plant and storage premises

(h) Providing staff for the maintenance repair and cleansing of the Marina

2. Taking such action and incurring such expenses as the Company may consider desirable to comply with any statute or notice regulation order or direction of any competent public local or other Authority affecting the Marina

3. Tending and keeping tidy and cultivated any floral or landscaped areas

4. (a) Paying all costs which may be levied by the local authority on the Marina in relation to the collection of refuse therefrom

(b) Collection and disposal of refuse

5. Providing hot water and heating (if any) to the Apartment and the Building

6. (a) Providing management security and traffic control of the Marina

(b) Providing staff for the management security and traffic control of the Marina

(c) Providing service facilities and amenities therefor together with (but without limitation) all uniforms and protective clothing for such staff as the Company shall consider necessary

(d) Making all payments including (without limitation) wages salaries and expenses health pension and insurance schemes and employers contributions Redundancy payments unfair or wrongful dismissal damages and any other payments the Company considers necessary or desirable in respect of such staff

7. Providing Estate offices living accommodation for staff accommodation for storage of motor vehicles equipment and plant (including the charge of a notional market rent therefor where such rent is not actually payable in full to some third party)

8. Insuring and keeping insured the Marina (including but without limitation any staff, vehicle, equipment and plant accommodation provided) against the Insured Risks and the cost of obtaining professional insurance valuations in respect of the same

9. (a) Discharging and paying in respect of the Marina (including without prejudice to the general nature of this sub clause any estate offices staff, vehicle, equipment or plant accommodation provided):

(b) Rates taxes assessments and outgoings from time to time payable

(c) Charges assessments impositions and outgoings payable to water electricity gas telecommunications and other suppliers or public or statutory utilities

(d) All hire and rental charges in respect of any premises vehicles plant and equipment used in connection with these services

10. Compliance with any Act of Parliament Statutory Instrument Order or Regulation or local Bye-laws in respect of or relating to the Marina (including without limitation any Estate Office staff, vehicle, plant and equipment accommodation provided)

11. Taking all steps the Company deems desirable in making reasonable representations against or in favour of the incidence of the provisions of any statute public or local authority order regulation decision or direction of any matter pursuant either to the Planning Acts or to any other matters or any proposals therefor relating to the Marina

12. Enforcing any obligations of any Superior Landlord and any Other Tenant or occupier and any third parties in respect of the Marina

13. The marketing and promotion of the Marina

14. Providing any other services facility or amenity and making any

other payment which the Company shall consider desirable having regard to the character of the Marina

15. Making such reserves for anticipated future expenditure as the Company deems desirable

16. (a) Paying interest and other charges in respect of monies borrowed by the Company in order to defray expenditure on these services

(b) Paying the costs expenses and fees and profits of both the Landlord and the Company in connection with management of the Marina including (without limitation) the collection of rents and management of all lettings and tenancies therein generally

(c) Paying the costs fees and expenses of all surveyors architects engineers lawyers and all other consultants of any sort whatsoever which provide services to the Company in connection herewith

(d) Paying any taxes charged on the Reserve Fund

Paying the cost to the Company of complying with the Landlord and Tenant Act 1985 including any legal costs incurred in successfully seeking a declaration that the Advance Service Charge and/or the Service Charge is reasonable

Part II

Items Excluded from the Service Charge

The repair maintenance and renewal of:-

The sea walls and beach

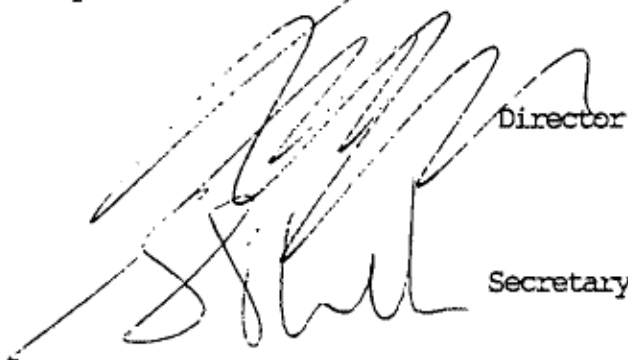
The lock to the inner basin


All floating pontoons and floating concourses and moorings and the basin floors

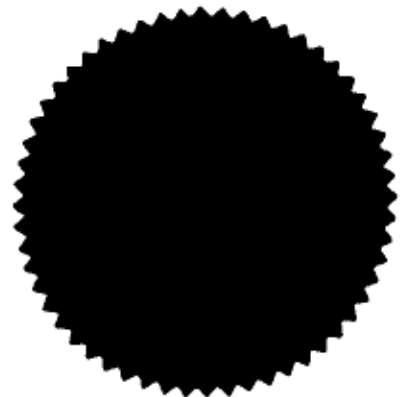
All navigational aids

The structural parts of all roadways below wearing course level (but so that conducting media are included in the Estate Rentcharge)

THE COMMON SEAL OF
THE BRIGHTON MARINA COMPANY LIMITED
was hereunto affixed
in the presence of:-


Director


Secretary





terrace

APARTMENT ↑

living room
18'11" x 17'

kitchen
9'5" x 7'9"

master bed
12'9" x 10'8"

hall

en suite

cloaks

eg. suite

bedroom 2
12'6" x 9'

lobby

Handwritten signature and scribbles.

BRIGHTON MARINA
PROMONTORY 3 ALFASTIME 10



THE STRIP

[Handwritten signatures]



PLAN