

DATED

2009

Hailsham House (New Road) Limited

-and-

Mrs Xxxx Xxxxxxx

-and-

Graham Land & Developments Limited

**PURCHASE AGREEMENT
(125 YEAR LEASE)**

-of-

Suite XX

Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW

CooperBurnett

Solicitors

Napier House

14-16 Mount Ephraim Road

Tunbridge Wells

Kent TN1 1EE

PRESCRIBED CLAUSES – Flat Lease

<p>LR1. Date of the Lease <i>Insert the date in its full format (PG64, 7.1) ie 29 June 2006</i></p>	<p>[]</p>
<p>LR2. Title Information <i>LR2.1 Insert title number(s) out of which this lease is granted. Leave blank if not registered</i></p> <p><i>LR 2.2 Insert existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>	<p>LR2.1 Landlord’s title number(s) []</p> <p>LR2.2 Other title numbers None</p>
<p>LR3. Parties to the lease <i>Give full names, addresses and company’s registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Hailsham House (New Road) Limited (Company Registration Number 06780105) whose registered office is at Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW</p> <p>Tenant Mrs Xxxx Xxxxxxx (being the Leaseholder as defined in the Lease)</p> <p>Other parties GRAHAM LAND & DEVELOPMENTS LIMITED (Company Registration Number 06526530) whose registered office is at 20 Cranley Road Hersham Walton on Thames Surrey KT12 5BP</p>

<p>LR4. Property <i>Insert a description of the land being leased; Or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting or part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>The premises more particularly defined in the Particulars and Clause 1(2)(b) of this Lease.</p>
<p>LR5. Prescribed statements <i>LR 5.1 - Include a reference to Clause 14 (Charities) if applicable</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 Not applicable</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: Not applicable</p>
<p>LR6. Term for which the Property is leased</p>	<p>The term as specified in this lease at clause 2</p>
<p>LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>£XXX,XXX.00</p>
<p>LR8. Prohibitions or restrictions on disposing of the lease.</p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>

<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>Not applicable</p>
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**H M LAND REGISTRY
Land Registration Act 2002**

COUNTY AND DISTRICT OR LONDON BOROUGH	East Sussex - Wealden
TITLE NUMBER	[]
PROPERTY	Part of Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW

Specimen

PARTICULARS

Landlord	Hailsham House (New Road) Limited (Company Registration Number 06780105) whose registered office is at Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW
Leaseholder	Mrs Xxxx Xxxxxxx
GLD	Graham Land & Developments Limited (Company Registration Number 06526530) whose registered office is at 20 Cranley Road Hersham Walton on Thames Surrey KT12 5BP
Qualifying Occupier	A person who must at all times have an ongoing need for personal care and who cannot at any time live independently
Building	The property known as part of Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW as the same was demised, by the Superior Lease title to which is registered under Title Number []
Premises	Suite XX on the ground floor of the Building which is shown edged red on Plan 1 and the Land Registry Plan (Plan 2) including the fixtures and fittings therein
Premium	The sum of £XXX,XXX.00
Buy-Back Option	The Buy-Back Option set out in Clause 3(11)(b)
Buy-Back Option Period	The period of twenty-one years from the date of the grant of this Lease.
Sell-Back Option	The Sell-Back Option set out in Clause 3(11)(a)
Rent	One pound peppercorn per annum
Initial Service Charge	£XXX.XX per week
Commencement Date	[]
Survivor's Service Charge	Not applicable

PLAN 1

Specimen

PLAN 2

Specimen

PLAN 3

Specimen

PLAN 4

Specimen

THIS LEASE which is made by Deed the _____ day of _____ 2009
between the Landlord of the one part and the Leaseholder of the other part

RECITES THAT:-

- (1) The Landlord is registered at H.M. Land Registry as proprietor with absolute title to the Building
- (2) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium and upon payment of the Rent the Service Charge and other amounts payable under this Lease
- (3) The Landlord wishes to create a social environment within the care suite complex situated in the Building which is suitable for older people with care needs arising from physical frailty and/or dementia.

AND NOW WITNESSES as follows:-

- 1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively
- 1(2) The following expressions have where the context admits the following meanings:-
 - 1(2) (a) the expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 - 1(2) (b) "the Premises" includes
 - (i) the floor and ceiling finishes, but not any part of the floor slabs and ceiling slabs that bond the Premises
 - (ii) the inner half severed medially of the internal non-load-bearing walls that divide the Premises from any other premises
 - (iii) the interior plaster and decorative finishes of all walls fronting the premises
 - (iv) all additions and improvements to the Premises
 - (v) all the Landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises, whether originally fixed or fastened to or on the Premises or otherwise except any fixtures installed by the Leaseholder that can be removed from the Premises

without defacing them which fixtures and fittings shall include those set out in the Seventh Schedule of this Lease

(vi) all conduits exclusively serving the Premises

BUT EXCLUDING all structural parts of the Premises and excluding the doors and windows and window frames at the Premises

- 1(2) (c) "the Common Parts" means the entrance landings lifts staircases and other parts (if any) of the Building which are intended to be or are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other units in the Building shown for the purpose of identification only edged blue on Plans 3 and 4
- 1(2) (d) "the term" means the term hereby granted
- 1(2) (e) "Person" includes a company corporation or other body legally capable of holding land
- 1(2) (f) Expressions relating to the calculation of the Service Charge are defined in the Fourth Schedule
- 1(2) (g) "Superior Landlord" means the person from time to time entitled to the reversion expectant on determination of the term granted by the Superior Lease
- 1(2) (h) "Superior Lease" means a Lease of the Building dated 25th June 2009 and made between (1) Graham Care Limited and (2) Hailsham House (New Road) Limited
- 1(2) (i) "personal care" includes personal care for people in need of such by reason of old age disablement past or present dependence on alcohol or drugs or past or present mental disorder or for any other reason
- 1(2) (j) "Standard Conditions" means the Standard Conditions of Sale (Fourth Edition)
- 1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants

- 1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa
- 1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
2. In consideration of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **EXCEPT AND RESERVING** the rights set out in the Third Schedule **TO HOLD** the Premises to the Leaseholder for the term of **ONE HUNDRED AND TWENTY-FIVE YEARS** from the 1st April 2009 expiring on 31st March 2134 **YIELDING AND PAYING** therefore the following rents **FIRSTLY** the Rent on the first day of June in every year **SECONDLY** the Service Charge pursuant to clause 3(2)(b) of this Lease **THIRDLY** the cost of the ancillary services referred to at Clause 3(2)(a)(ii)
3. **THE** Leaseholder **HEREBY COVENANTS** with the Landlord
- 3(1) To pay the Rent and all other monies due hereunder at the times and in the manner mentioned above without deduction **PROVIDED ALWAYS** if and whenever the Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank PLC for the time being in force
- 3(2) (a) (i) Except for Council Tax payable in respect of the Premises, to pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof in the event of the Premises being assessed separately for rating purposes and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises.

- (a) (ii) To pay to the Landlord within 14 days of demand the cost of all ancillary services and/or facilities supplied to the Leaseholder including by way of example the cost of any external trips expeditions or external activities hairdressing and beauty treatments chiropody telephone and other forms of communication and media entertainment magazines newspapers and journals
- 3(2) (b) To pay the Service Charge in accordance with Clause 8.
- 3(3) (a) Not to make any alterations or additions to the Premises or any alterations or additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises nor interfere with any apparatus or installations at the Premises and in particular the Leaseholder shall not remove or interfere with the carpets or floor coverings or do anything which might increase the transmission of noise through the floors or from the Premises to another part of the Building save that the Leaseholder may with the Landlord's prior consent in writing change the carpets provided the Landlord may reasonably refuse consent if the proposed replacement carpet does not meet relevant fire or other health and safety requirements.
- 3(3) (b) (i) Save for fair wear and tear the Leaseholder must keep any furniture and furnishings belonging to the Landlord in good order and condition and must not remove any of them from the Premises.
- (b) (ii) Save for fair wear and tear the Leaseholder must make good any damage to the furniture and furnishings caused by the Leaseholder and replace with articles of a similar kind and value any items broken or damaged by the Leaseholder as reasonably requested by the Landlord.
- (b) (iii) The Leaseholder may with the Landlord's prior consent in writing bring the Leaseholder's own furniture and furnishings onto the Premises which must comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and if so requested the

Leaseholder shall first produce to the Landlord evidence of such compliance.

- 3(3) (c) The Leaseholder will not bring any electrical equipment onto the Premises unless that equipment has been subject to and passed the Personal Appliance Testing (PAT) Regulations and evidence of such testing produced to the Landlord.
- 3(4) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority
- 3(5) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder
- 3(6) To pay all expenses required or imposed by any existing or future legislation in respect of any user of the Premises during the term
- 3(7) To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof
- 3(8) At all reasonable times during the term on notice (except in case of emergency) to permit the Landlord and those duly authorised with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises and for the purpose of complying with the Landlord's obligations under Clause 5 of this Lease
- 3(9) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord with vacant possession in accordance with the Leaseholder's covenants in this Lease **PROVIDED THAT** damage by fire or other risks insured under Clause 5(2) is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder

- 3(10) (a) Save as provided in paragraph 2 of the Fifth Schedule not to assign underlet charge mortgage or part with or share possession of the whole or any part only of the Premises save for an assignment of the whole of the Premises to GLD.
- 3(10) (b) At any time when the term is vested in GLD alone then but only then the restrictions set out in Clause 3(10)(a) shall not apply
- 3(10) (c) Not to charge or mortgage any part of the Premises and not to charge or mortgage the whole of the Premises without the chargee or mortgagee first having entered into a direct deed of covenant with the Landlord and with GLD in such form as the Landlord or GLD reasonably requires that the chargee or mortgagee (i) agrees that it will not exercise its statutory power of sale; and (ii) postpones the priority of its interests to those of the Landlord and GLD and (iii) will observe and perform the covenants and conditions on the part of the Leaseholder including in particular the Sell-Back Option and the Buy-Back Option including any variations to the terms of this Lease the Sell-Back Option or the Buy-Back Option or renewals of the Sell-Back Option or the Buy-Back Option even where such renewals or variations occur after the date of creation of the charge or mortgage
- 3(11) (a) Subject to Clause 3(12) the Leaseholder may at any time during the term serve written notice ("the Leaseholder's Notice") on GLD requiring GLD to acquire this Lease by taking an assignment of the term in which case the provisions of the Fifth Schedule shall apply **PROVIDED THAT** if GLD shall cease to exist then the Leaseholder may require the Landlord to accept a surrender of the term granted by this Lease by way of a transfer of the Lease to the Landlord on the terms set out in the Fifth Schedule mutatis mutandis and the deed of surrender or other assurance shall be in such form as GLD shall reasonably require **AND FURTHER PROVIDED THAT** the Sell-Back Option may (according to its terms) be exercised on any number of occasions during the term notwithstanding any previous exercise
- 3(11) (b) Following the death of the Leaseholder or the death of the survivor where the Leaseholder comprises two persons or if at any time during the term hereby granted the Premises shall remain unoccupied for a period of 28 consecutive days or more

then GLD may at any time during the Buy-Back Option Period serve a notice on the Leaseholder ("the Buy-Back Notice") requiring the Leaseholder to assign the term granted by this Lease in which case the provisions of the Fifth Schedule shall apply and the Leaseholder hereby consents to the entry of an Agreed Notice (Form AN1) against the title with which this Lease will be registered at HM Land Registry **PROVIDED THAT** the Buy-Back Option may (according to its terms) be exercised on any number of occasions throughout the term notwithstanding any previous exercise

3(11) (c) The Landlord and the Leaseholder HEREBY APPLY to the Chief Land Register to enter a restriction in the following form in the proprietorship register of the Leaseholder Title:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number K949941 that the provisions of Clauses 3(10) and 3(11) have been complied with [Form O]"

3(12) A Leaseholder's Notice served after the death of the Leaseholder or in the case of the Leaseholder comprising two persons the death of the survivor shall not be valid unless (a) the Leaseholder's Notice is accompanied by an original official copy of the Grant of Probate or as the case may be Letters of Administration; and (b) the Leaseholder's Notice is signed by those Executors or Administrators named in the Grant of Probate or Letters of Administration as the case may be.

3(13) Within one month of any devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice

3(14) To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder

- 3(15) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
- 3(16) Not to use the Premises for any purpose other than a use which is authorised by Town and Country Planning legislation including the Town and Country Planning (Use Classes) Order 1987 or any statutory amendment thereto
4. The Leaseholder **HEREBY COVENANTS** with the Landlord as follows:-
- 4(1) That the Leaseholder will at all times observe the covenants set out in the First Schedule
- 4(2) That the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or conveniences of the tenants of the Building or the efficient or economical performance by the Landlord or those authorised by the Landlord of its obligations under this Lease
5. **THE** Landlord **HEREBY COVENANTS** with the Leaseholder as follows:-
- 5(1) Subject to the Leaseholder accepting and recognising that the Building is to be used a care facility for residents suffering from dementia senility or Alzheimer's disease, that the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it
- 5(2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep or procure that the Building is kept insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and three years' loss of rent) including public liability and whenever required

will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance monies in the repair rebuilding or reinstatement of the same

5(3) That it will procure that the Superior Landlord will (subject to payment by the Leaseholder of the Service Charge and all monies due under this Lease) comply with its obligations in the Superior Lease to maintain repair redecorate renew and (in the event in the Superior Landlord's reasonable opinion such works are required) improve:-

5(3) (a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building

5(3) (b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building

5(3) (c) the Common Parts

5(4) That (subject to payment by the Leaseholder of the Service Charge and all monies due under this Lease) so far as practicable the Landlord will:

(i) procure that the Superior Landlord will comply with its obligations in the Superior Lease to keep the Common Parts of the Building adequately cleaned and lighted and pay all taxes rates and assessments which relate to the Building including any Council Tax levied on the Premises but excluding any capital or other tax or assessment levied on the Premises arising from any devolution of title to the Premises including a surrender of the Lease

(ii) use reasonable endeavours to provide the following facilities and services to such reasonable standards and quality and in such amount and at such times and which may be delivered or provided to the Leaseholder in such manner as the Landlord may reasonably decide namely:

- (a) make arrangements for the collection and removal of refuse from the Premises
- (b) pay for gas and electricity consumed at or in respect of heating and lighting provided to the Common Parts and the Premises subject in relation to the Premises the Leaseholder not consuming or using electricity materially in excess of normal domestic usage
- (c) food and non-alcoholic beverages
- (d) personal laundry service by washing machine (but excluding dry cleaning and clothing repairs or alterations)
- (e) bed-making and cleaning of the Premises
- (f) internal entertainment and activities within the Building.

PROVIDED THAT:-

- (a) The Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default or any temporary failure or interruption of such services; and
- (b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building

5(5) That every lease or tenancy of premises in the Building hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto

5(6) If so reasonably required by the Leaseholder the Landlord shall enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement and if required first provides the Landlord with such sums or other security as the Landlord shall reasonably require for the Landlord's security for the costs of such enforcement.

6.1 The Leaseholder will at all times during the term have an agreement in place for the provision of personal care from the Landlord or any other

party provided always that nothing in this Lease will in any way fetter restrict or limit the right of the Leaseholder at all times throughout the term to choose the party from whom such personal care is received provided that party is registered to provide care with CQC (the Care Quality Commission) evidence of which registration shall be provided to the Landlord if requested.

6.2 If the Leaseholder enters into an agreement for the provision of personal care with any party other than the Landlord the Leaseholder will provide the Landlord with a copy of the agreement entered into with the other party

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

7(1) If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease

7(2) The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any person employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except insofar as any such liability may be covered by insurance effected by the Landlord

7(3) Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises

- 7(4) The Landlord shall have power at its discretion to alter the arrangement of the Common Parts Provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before
- 7(5) Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially
- 7(6) If the whole or any part of the Premises (or the Common Parts necessary for access to it) are destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the Rent first and Service Charge secondly reserved by this Lease or a fair proportion of it shall be suspended until the earlier of (a) the date upon which the Premises (and the Common Parts necessary for access) are again fit for use or (b) the expiry of the Landlord's loss of rent insurance
- 7(7) In the event of the repair rebuilding or re-instatement of the Premises being frustrated for any reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will if requested in writing by the Landlord surrender this Lease or at the Landlord's discretion assign the term to GLD and the provisions of the Fifth Schedule shall apply mutatis mutandis
- 8(1) In this Clause the following expressions have the following meanings:-
- (a) "Account Year" means a year ending on the 31st March
 - (b) "the Service Charge" means in respect of the first Account Year the Initial Service Charge and in respect of each subsequent Account Year such New Service Charge as shall have been calculated pursuant to the provisions of The Fourth Schedule to this Lease.
- 8(2) The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments monthly in advance on the first day of each calendar month or as directed by the Landlord in writing

8(3) The Service Charge in respect of any Account Year shall be fixed subject only to variation in accordance with the indexation provisions set out in the Fourth Schedule to this Lease

8(4)(a) Where the Leaseholder comprises two persons then as from the date on which the first Leaseholder dies the provisions of this Lease shall be read as if in the Particulars the figure stated as the Initial Service Charge had been replaced by the figure stated as the Survivor's Service Charge but without prejudice to the indexation provisions in the Fourth Schedule to this Lease so that the indexation will be deemed to have applied to the Survivor's Service Charge as from the date on which this Lease was granted

8(5) For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act as amended do not apply to the provisions hereof

9. In the event of

9.1 The Premises or the means of access to them being required for demolition or in connection with a scheme of redevelopment, rebuilding, refurbishment or reconstruction or where the Premises are so required or can no longer lawfully be used for the use permitted by this Lease because of (a) a legal requirement in particular any change in statutory or other regulations or codes of practice or (b) if for any reason the Building or any part of it and or adjoining premises are no longer fit for purpose or are unsafe or are likely to be in breach of health and safety regulations at the relevant time

9.2 The Leaseholder having breached or being in breach of any one or more of the covenants in Clauses 3(16) or in Clause 6 of this Lease or paragraphs 1, 2 (b), (c) or (d) of the First Schedule to this Lease

Then in any case the Landlord may determine this Lease by giving to the Leaseholder (a) in the case of 9.1 above not less than 3 months' notice in writing and (b) in the case of 9.2 above not less than 4 week's notice and on the expiry of such notice this Lease will determine absolutely ("the Break Date") upon which date the Leaseholder shall forthwith give up vacant possession to the Landlord in accordance with the covenants in this Lease but without prejudice to the antecedent rights and obligations of the parties PROVIDED THAT the Landlord shall pay to the Leaseholder the Termination Payment pursuant to and as calculated by reference to the Sixth Schedule of this Lease

10. A notice to be served under this Lease shall be served in writing and shall be properly served if served upon the Landlord at its registered office and/ or upon the Leaseholder at the Premises or such other address as shall have been notified to the Landlord in writing as being a correspondence address and shall be deemed to have been made or delivered if left at such address or two days after being posted postage pre-paid and by first class recorded delivery in an envelope addressed to them at such address.
11. For the purposes of the Landlord and Tenant (Covenants) Act 1995 the covenants on the part of the Leaseholder under this Lease are not personal covenants.
12. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address at which any notices (including notices in any proceedings) may be served on the Landlord by the Leaseholder is (until the Leaseholder is notified to the contrary) the Landlord's address given in the Particulars
13. Where the Leaseholder is more than one person they shall hold the Property on trust for themselves as joint tenants

IN WITNESS whereof the Landlord and the Leaseholder have executed this Deed the day and year first above written

THE FIRST SCHEDULE
LEASEHOLDER COVENANTS

1. Not to use the Premises nor permit the same to be used for any purpose whatever other than as a private residence in single occupation only by not more than [one] [two] [person][s] person who shall have an ongoing need for personal care and who cannot at any time live independently nor at any time for any purpose falling within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood

2. Not to do or permit to be done by visitors any act or thing which may:
 - (a) render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable in respect thereof;
 - (b) cause or permit to be caused nuisance annoyance disturbance or inconvenience to the owners lessees or occupiers of adjoining suite premises in the neighbourhood or visitors thereto howsoever arising except (and only if actual or threatened physical violence or verbal abuse is not involved) where that nuisance annoyance disturbance or inconvenience arises from dementia or senility including Alzheimer's disease;
 - (c) result in any form of harassment or intimidation or interfere with any other person, including the landlord's staff, contractors and agents; or
 - (d) result in the use of the Premises or activity by the Leaseholder for any unlawful or immoral purpose

3. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building

4. Not to keep or allow any animal, bird or reptile at the Premises

5. Not to bring onto the Property any toaster or oven of any description including a microwave oven or other apparatus or equipment for heating cooking or treating food except for one domestic electric kettle which must pass the PAT testing requirements in Clause 3(3)(c)

THE SECOND SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES

INCLUDED IN THE LEASE

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the communal bathrooms and the communal dining lounges in the Building both of which are together with other premises shown coloured blue on Plans 3 and 4 for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise) together with rights of access and egress to and from the Premises over the entrance landing lifts and other parts (if any) of the Building at ground and first floor level shown edged blue on Plans 3 and 4 and over such of the external shared access roads and footpaths as the Landlord shall from time to time specify but without interference or nuisance to any other occupier of the Building.
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
4. A right in common with the Landlord and others so authorised to use such parts of the garden grounds as the Landlord may from time to time designate subject to such rules and regulations as the Landlord may prescribe for their use subject to the Landlord's entitlement at its discretion to vary, suspend or cancel some or all of the rights to use the same.
5. The right so far as the Landlord may lawfully grant the same of such prescriptive rights of way exercisable by the Landlord over that part of the access to Cornford House not within the Landlord's title which abuts the adopted section of Cornford Lane.

THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise to the Landlord the Superior Landlord and the lessees of the other premises comprised in the Building:-

- (a) Easements rights and privileges over along and through the Premises equivalent to those set forth in Paragraphs 2 and 3 of the Second Schedule
- (b) The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
- (c) The right for the Landlord with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon the Premises
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premisescausing as little disturbance as possible and making good any damage caused
- (d) The load-bearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof and all other parts of the Building not demised to the leaseholders under this Lease

THE FOURTH SCHEDULE above referred to
CALCULATION OF SERVICE CHARGE

1. In this Schedule the following expressions have the following meanings:-
- 1(1) "the Review Date" shall mean 1st April 2010 and the 1st April each year
- 1(2) "CPI" shall mean the "All Items" index figure of the Consumer Prices published by the Office for National Statistics or any successor Ministry or Department or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the CPI
- 1(3) "New Service Charge" shall mean the Initial Service Charge increased pursuant to Paragraph 2 hereof on each Review Date
- 2(a) On each Review Date the New Service Charge shall be calculated by increasing the Initial Service Charge payable on the Commencement Date by the percentage increase of the CPI from the CPI published for the month immediately preceding the Commencement Date to the CPI published for the month immediately prior to the relevant Review Date
- 2(b) On each Review Date the Service Charge payable hereunder shall be reviewed to an amount equal to the greater of (i) the New Service Charge as at the relevant Review Date and (ii) or the Service Charge payable on the day immediately before the relevant Review Date
- 2(c) As soon as reasonably practicable following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Service Charge then payable
- 2(d) Until the New Service Charge shall have been determined the Leaseholder shall continue to pay service charge at the rate of the current Service Charge on each day appointed by this Lease for payment until such agreement shall be reached and immediately following agreement shall immediately pay the shortfall between the current Service Charge and the New Service Charge together with interest thereon at a rate of 2 per cent above the base rate from time to time of Barclays Bank PLC and the

parties agree that time shall not be of the essence for the purpose of the operation of the provisions for rent review contained in this Schedule.

- 2(e) In the event of disagreement in relation to the indexation of the Service Charge either party may refer the determination of the New Service Charge to a Surveyor with not less than 10 years' experience who shall hear representations from both parties and who shall act as an expert and whose opinion shall in the absence of manifest error be binding upon the parties the costs of such reference to an expert to be borne as the expert shall direct and in the absence of agreement as to the Surveyor to be appointed or if the expert agreed shall die or be unable or unwilling to act either party may apply to the President or other Officer of the Royal Institute of Chartered Surveyors to appoint an expert.
- 2(f) Following a reference to the Surveyor pursuant to Clause 2(e) above the Leaseholder shall continue to pay service charge at the rate of the current Service Charge on each day appointed by this Lease for payment until the determination by the Surveyor of the New Service Charge following which the Leaseholder shall immediately pay to the Landlord any shortfall between the current Service Charge and the New Service Charge together as from the relevant Review Date with interest thereon at a rate of 2 per cent above the base rate from time to time of Barclays Bank PLC.

Specimen

THE FIFTH SCHEDULE above referred to

ASSIGNMENT OF LEASE TO GLD PURSUANT TO CLAUSES 3(11)(a) AND 3(11)(b)

1. If either the Leaseholder serves a Leaseholder's Notice on GLD or GLD serves a Buy-Back Notice pursuant to respectively Clauses 3(11)(a) and 3(11)(b) hereof completion of the assignment to GLD shall take place and vacant possession shall be given on a date agreed between GLD and the Leaseholder but failing agreement then on the following dates namely
 - (i) in the case of an assignment following service of a Leaseholder's Notice pursuant to Clause 3(11)(a) the earlier of (a) the expiry of not less than 14 days' notice in writing served by GLD on the Leaseholder or (b) 12 months from the date of receipt by GLD of the Leaseholder's Notice
 - (ii) in the case of an assignment pursuant to clause 3(11)(b) following service of a Buy-Back Notice the date which is the earlier of (a) the expiry of not less than 14 days' notice in writing served by GLD on the Leaseholder or (b) 12 months from the date of service of the Buy-Back Notice.
2. If the Leaseholder is not in breach of this Lease or any deed or document supplemental to it and is ready willing and able to complete the assignment of this Lease to GLD but GLD fails to do so on or after the date fixed for completion of the assignment in accordance with paragraph 1 above then the Leaseholder may serve a notice in writing on GLD requiring GLD to complete the assignment within 14 days of service of such notice and if GLD fails so to do within the time prescribed by that notice then notwithstanding the restrictions on assignment contained in Clause 3(10)(a) of this Lease the Leaseholder (here meaning in the context of this paragraph the lessee at that time but excluding any future assignees) shall be entitled to assign this Lease only to a Qualifying Occupier and none other **PROVIDED** THAT the Leaseholder shall not assign this Lease to a Qualifying Occupier unless that Qualifying Occupier shall enter into a direct obligation by deed with the Landlord in such form as the Landlord shall require to comply with the Leaseholder's obligations contained in this Lease
3. The assignment of this Lease by the Leaseholder to GLD shall be in consideration of the payment of the repayment sum ("the Repayment Sum") payable by GLD and shall be calculated according to the formula set out in paragraph 4 below

4. The Repayment Sum shall be calculated as follows:

$$\text{Repayment Sum} = \text{£P} \times \text{A}\%$$

Where:

A = the multiplier expressed as a percentage calculated as per the formula below provided that A shall never be less than 75% namely:

$$100 - (2.5 \times M) \%$$

P = either (a) where the Leaseholder is the original lessee P is equal to the Premium paid on the grant of this Lease; or (b) In any other case P is the price that was paid by the Leaseholder on the assignment of this Lease to him

M = the number of complete months which have elapsed between the date on which the term first became vested in the Leaseholder and the date on which completion of the assignment takes place provided that in computing the same any part month shall be regarded as a complete month and provided further that the maximum value of M shall be deemed never to exceed 10 and by way of a worked example only for illustration and for no other purpose if P = £150,000 and M = 5 months then the Repayment Sum would be calculated as follows:

$$\text{Since } A = 100 - (2.5 \times 5) \% = 87.5\%$$

$$\text{Hence Repayment Sum} = \text{£}150,000 \times 87.5\% = \text{£}131,250$$

5. GLD shall be entitled to deduct from the Repayment Sum such sums as may be due and owing at the date of completion of the assignment in respect of arrears of rent and other sums due under this Lease save that following the death of the Leaseholder in relation to the liability to pay Service Charge only (but not any other sums payable under this Lease) on completion of the assignment and subject to and conditional on the Premises having been vacated the Leaseholder will be given credit for Service Charge payable as from the expiry of one month from the date on which the Leaseholder or survivor as the case may be dies
6. Save as otherwise provided any costs incurred by either party pursuant to the provisions of this Fifth Schedule shall be borne by that party.

7. **Conditions of Sale**

The Standard Conditions shall apply to the Sell-Back Option and the Buy-Back Option so far as they are not varied by or inconsistent with them and the prescribed rate of interest payable shall be 4 per centum above the Base Rate of Lloyds Bank PLC from time to time prevailing.

8. **Title**

8.1 The Leaseholder shall deduce title in accordance with the Standard Conditions.

9. **Possession**

9.1 The Premises will be sold with vacant possession on completion.

9.2 Prior to completion the Leaseholder will remove the Leaseholder's personal belongings and leave the Premises in a clean and tidy condition but will not remove any fixtures or fittings or other items belonging to the Landlord.

10. **Transfer**

10.1 The Transfer to GLD (or the Landlord in the event of a surrender) shall be in such form as GLD may reasonably require.

10.2 The Transfer will contain a declaration as to the title guarantee with which the transfer is made as stated in this contract

11. **Capacity**

The Leaseholder will sell with full title guarantee.

12. **Completion**

12.1 Completion shall take place at the office of GLD's Solicitors or at such other place as they may reasonably direct on the date specified in paragraph 1 of this Schedule 5 to the Lease.

12.2 Conditions 6.1.2 and 6.1.3 are varied by the deletion of 2.00pm as the stipulated time and the substitution of 1.00pm.

13. **Matters subject to which the Premises is sold**

The Premises will be sold subject to the following matters:

- 13.1 All matters contained or referred to in the entries or records maintained by HM Land Registry as at the date on which the Leaseholder's Notice or as the case may be the Buy-Back Notice is served save for financial charges.
- 13.2 All Local Land Charges (whether registered or not before the date of this Agreement) and all matters capable of registration as Local Land Charges.
- 13.3 All notices served and orders demands proposals or requirements made by any local or public authority (whether before or after the date of this Agreement).
- 13.4 All actual or proposed charges notices order restrictions agreements conditions or other matters arising under the Planning Acts.
- 13.5 Any matters which are unregistered interests which override first registration under Schedule 1 Land Registration Act 2002 and/or unregistered interests which override registered dispositions under Section 3 of the said Act.
- 13.6 All covenants quasi-easements rights exceptions or other similar matters whether or not apparent from inspection or disclosed in any of the documents referred to in this Agreement.

14. **Misrepresentations**

The replies given in writing by the solicitors for the Leaseholder to the Solicitors for GLD or the Landlord to enquiries before contract including enquiries raised in correspondence by the solicitor for GLD or the Landlord shall be deemed to be incorporated within this Schedule as if they were terms of this agreement but any other commitments undertakings or contractual obligations whatsoever undertaken by either the Leaseholder or GLD or the Landlord and relating to the Premises which are not contained in this agreement shall be terminated absolutely and the parties agree and acknowledge to each other that this agreement together with any terms agreed by the parties contained in the replies to enquiries before contract contains all the terms agreed between the parties relating to the sale and purchase of the Premises.

15. **Non-merger**

The provisions of this Schedule shall not merge in the transfer to GLD or the Landlord but shall thereafter or after rescission remain in full force and effect with regard to anything remaining to be done performed or observed under this agreement.

16. **General**

16.1 GLD or the Landlord may terminate at any time this agreement immediately by notice to the Leaseholder without affecting any other rights that they may have nor shall they be required to accept the transfer of the Premises if any of the following events occur:-

- (a) the Leaseholder is in fundamental breach of any of its obligations in this agreement;
- (b) any step is taken in connection with any voluntary arrangement or any compromise or arrangement for the benefit of any creditors of the Leaseholder.
- (c) a trustee in bankruptcy is appointed in respect of the Leaseholder or a petition for bankruptcy is made in relation to the Leaseholder.

17. For the purpose of complying with Section 2 of the Law of Property (Miscellaneous) Provisions Act 1989 this Agreement shall incorporate all letters and documents which are expressed in them to be incorporated in this Agreement and which are signed by or on behalf of the parties.

THE SIXTH SCHEDULE above referred to
CALCULATION OF TERMINATION PAYMENT (CLAUSE 9)

1. The Termination Payment shall be calculated as follows:

Termination Payment = £P x B%

B = the multiplier expressed as a percentage calculated as per the formula below provided that B shall never be less than 75% namely:

$$100 - (2.5 \times Z)\%$$

P = either

- (a) where the Leaseholder is the original lessee P is the Premium paid on the grant of this Lease; or
- (b) In any other case P is the price that was paid by the Leaseholder on the assignment of this Lease to him

and Z = the number of complete months which have elapsed between the date on which the term first became vested in the Leaseholder and the date on which completion of the assignment takes place provided that in computing the same any part month shall be regarded as a complete month and provided further that the maximum value of Z shall be deemed never to exceed 10 and by way of a worked example only for illustration and for no other purpose if P = £150,000 and Z = 5 months then the Repayment Sum would be calculated as follows:

$$\text{Since } B = 100 - (2.5 \times 5) \% \\ B = 87.5\%$$

$$\text{Hence Repayment Sum} = £150,000 \times 87.5\% \\ = £131,250$$

2. The Landlord shall be entitled to deduct from the Termination Payment such funds as may be due and owing at the Break Date in respect of arrears of rent and other funds due under this Lease.

3. The Termination Payment shall be made in the following manner:
- (i) in the case of the Landlord serving notice pursuant to Clause 9.1 of this Lease on the date on or following the Break Date on which the Leaseholder delivers vacant possession of the Premises to GLD free from any charge or other encumbrances;
 - (ii) in the case of the Landlord serving notice pursuant to Clause 9.2 of this Lease on the date which is the earlier of (a) the expiry of 14 days' notice in writing served by the Landlord on the Leaseholder and (b) the expiry of 12 months following the Break Date.
4. The Leaseholder will take all reasonable steps to assist in closing the registered title in respect of this Lease.

Specimen

THE SEVENTH SCHEDULE above referred to

BEDROOM

One x electrically operated hospital bed
Two x cream polycotton sheets
Two x pillows
Two x cream polycotton pillow cases
Two x white cellular blankets
One x gold silk effect bedspread
One x bed cradle
One x wardrobe
One x dressing table with drawers
One x circular occasional table
One x bedside cabinet
One x high-backed arm chair
One x upholstered dining chair
One x bedside lamp
Three x matching lampshades
Two x pair of beige and cream shadow checked curtains
Two x curtain rails
One x wall mounted metallic drugs cabinet

BATHROOM

One x wall mirror
One x commode
One x plastic pedal bin
One x call bell
One x liquid soap dispenser
One x paper towel dispenser
One x shaver/light unit.
One x ceiling light unit

LIVING ROOM

One x smoke alarm
One x call bell
One x high-backed armchair
Two x easy-style armchairs
One x square coffee table
One x circular occasional table
One x side board
One x bedside table/tray
One x Goodmans flat screen television
One x table lamp
Three x matching lampshades
Two x curtain rails
Two x pair of beige and cream shadow checked curtains

Beige carpet to entrance vestibule, bedroom and lounge/dining room area.

EXECUTED as a **DEED** by)
CORNFORD HOUSE LIMITED)
Acting by its:) Director
)
)
) Director/Secretary

EXECUTED as a **DEED** by)
GRAHAM LAND & DEVELOPMENTS LIMITED)
Acting by its:) Director
)
)
) Director/Secretary

SIGNED as a **DEED** and **DELIVERED** by)
the Leaseholder in the presence of:-)

Specimen