



LEASE

LEASE PARTICULARS



| | |
|------------------------|--|
| DATE | 24 th day of May 1996 |
| COUNTY AND DISTRICT | BERKSHIRE WOKINGHAM |
| LESSOR'S TITLE NUMBER | BK 173614 |
| LEASE OR UNDERLEASE | Lease |
| THE LESSOR | FAIRBRIAR HOMES LIMITED whose registered office is at Ashby House 64 High Street Walton-on-Thames Surrey KT12 1BW (Company Reg. No. 2926364) |
| THE MANAGEMENT COMPANY | TITHE COURT MANAGEMENT LIMITED whose registered office is at Fairbriar House Thorney Lane Iver Buckinghamshire SL0 9HQ (Company Reg. No. 3026732) |
| THE LESSEE | [REDACTED] [REDACTED] Berkshire |
| THE BUILDING | the building of which the Premises hereinafter defined forms a part and known as Tithe Court Glebelands Road Wokingham Berkshire |

| | |
|--------------------------------------|--|
| THE PREMISES | Plot 11 to be known as Flat 11 Tithe Court Glebelands Road Wokingham Berkshire as the same is more particularly described in the Second Schedule |
| THE TERM | 150 years from and including the 25th March 1995 |
| THE PREMIUM | ONE HUNDRED & FIFTY SEVEN THOUSAND FIVE HUNDRED POUNDS (£147,500) |
| THE GROUND RENT | ONE HUNDRED POUNDS (£100) per annum |
| THE INITIAL SERVICE CHARGE | NINE HUNDRED & FIFTY FIVE POUNDS FORTY NINE PENCE (£955.49) per annum |
| THE SERVICE CHARGE PERCENTAGE | 6.353% per annum |

| | |
|----------|---------------------------------------|
| Clause 6 | Management Company's Covenants |
| Clause 7 | Rights Granted to Management Company |
| Clause 8 | Powers of the Management Company |
| Clause 9 | Lessor's Covenants |
| 9.1 | Observe obligations in Sixth Schedule |
| 9.2 | Quiet Enjoyment |

Clause 10 Provisions

| | |
|------|---------------------------------|
| 10.1 | Forfeiture |
| 10.2 | Managing Agents |
| 10.3 | Notices |
| 10.4 | Cesser of Rent |
| 10.5 | Entry of Restriction |
| 10.6 | Variation of Car Parking Spaces |

| | |
|-----------------|------------------------------|
| First Schedule | Building |
| Second Schedule | Demised Premises |
| Third Schedule | Rights and covenants granted |
| Fourth Schedule | Exceptions and Reservations |
| Fifth Schedule | Restrictions Imposed |

LEASE - INDEX

Lease Particulars

- Clause 1 Definitions
- Clause 2 Interpretation
- Clause 3 Demise and Rents
- Clause 4 Lessee's covenants
 - 4.1 Payment of Rent
 - 4.2 Repair and Decoration
 - 4.3 Right of Entry
 - 4.4 Alterations and Additions
 - 4.5 Payment of Lessor's Costs
 - 4.6 Nuisance
 - 4.7 Planning Acts
 - 4.8 Right of Entry in respect of adjoining premises
 - 4.9 Regulations
 - 4.10 Keep Conducting Media Clean
 - 4.11 Encroachments and Easements
 - 4.12. Notice of Defects
 - 4.13 Indemnity
- Clause 5 Further Lessee's Covenants
 - 5.1 Maintenance Charges
 - 5.2 Alienation
 - 5.3 VAT
 - 5.4 Matters Affecting the Reversion
- Clause 6 Management Company's Covenants
- Clause 7 Rights Granted to Management Company
- Clause 8 Powers of the Management Company
- Clause 9 Lessor's Covenants
 - 9.1 Observe obligations in Sixth Schedule
 - 9.2 Quiet Enjoyment

Clause 10 Provisos

- 10.1 Forfeiture
- 10.2 Managing Agents
- 10.3 Notices
- 10.4 Cesser of Rent
- 10.5 Entry of Restriction
- 10.6 Variation of Car Parking Spaces

- First Schedule Building
- Second Schedule Demised Premises
- Third Schedule Rights and easements granted
- Fourth Schedule Exceptions and Reservations
- Fifth Schedule Restrictions Imposed

THIS LEASE made on the date LEASE - INDEX

Sixth Schedule the Part 1 - Maintenance Charge Company and (3) the Lease entered
in the Particulars Part 2 - Liability of Lessor
Seventh Schedule Part 1 - Covenants by the Management Company
WITNESSETH as Part 2 - Powers of the Management Company
Eighth Schedule Deed of Covenant

1. DEFINITIONS

IN this Lease where the context so admits the following expressions shall have the following meanings:-

1.1 "The Accounting Period" means the period of time in respect of which maintenance expenses have been paid or become due. The first accounting period shall run from the First day of the month in respect of which the Management Company shall have begun to incur maintenance expenses charged to the Maintenance Fund and shall end on such date as the Management Company shall select. Subsequent accounting periods shall end on the 31st day of December next after the end of the preceding accounting period or such other date as the Management Company may from time to time select.

1.2 "Adjoining Premises" includes the remainder of the Building (other than the Premises) and each part thereof and also includes neighbouring premises.

1.3 "Apparatus" means satellite dishes, radio and television receivers, lifts, lift machinery and apparatus, central heating, air conditioning, ventilation (if any) and hot water boilers, apparatus and installations, sanitary and water apparatus, fire alarm and fire detection apparatus and installations and any security systems (including close circuit television and radio entry systems) and any other apparatus intended for use in common by or for the benefit of two or more occupiers of the Building or the Estate.

1.4 "Advance Payment" means a payment in advance to be determined by the Management Company on account of the Service Charge for an Accounting Period.

1.5 "the Building" means the premises referred to in the Particulars and more particularly described in the First Schedule hereto and references to the Building shall include any part or parts thereof.

1.6 "the Common Parts" means Firstly any gardens, grounds, accessways, pedestrian drives, yards, areas, paths, parking spaces, boundary walls, fences, hedges (but not the boundary structures surrounding any patio) and Secondly the exterior and the structure of the Building including its foundations, roof (including roof structure and coverings), party walls, external walls, external window frames (but not the window glass), internal load bearing walls, its main columns, beams, girders, steel joints or fixed structural elements, lifts (including lift shafts), stairs, passageways, landings

THIS LEASE made on the date stated in the Particulars

BETWEEN (1) the Lessor (2) the Management Company and (3) the Lessee named in the Particulars

WITNESSETH as follows:-

1. DEFINITIONS

IN this Lease where the context so admits the following expressions shall have the following meanings:-

1.1 "The Accounting Period" means the period of time in respect of which maintenance expenses have been paid or become due The first accounting period shall run from the First day of the month in respect of which the Management Company shall have begun to incur maintenance expenses charged to the Maintenance Fund and shall end on such date as the Management Company shall select Subsequent accounting periods shall end on the 31st day of December next after the end of the preceding accounting period or such other date as the Management Company may from time to time select

1.2 "Adjoining Premises" includes the remainder of the Building (other than the Premises) and each part thereof and also includes neighbouring premises

1.3 "Apparatus" means satellite dishes radio and television receivers lifts lift machinery and apparatus central heating air conditioning ventilation (if any) and hot water boilers apparatus and installations sanitary and water apparatus fire alarm and fire detection apparatus and installations and any security systems (including close circuit television and audio entry systems) and any other apparatus intended for use in common by or for the benefit of two or more occupiers of the Building or the Estate

1.4 "Advance Payment" means a payment in advance to be determined by the Management Company on account of the Service Charge for an Accounting Period

1.5 "the Building" means the premises referred to in the Particulars and more particularly described in the First Schedule hereto and references to the Building shall include any part or parts thereof

1.6 "the Common Parts" means Firstly any gardens grounds accessways forecourt drives yards areas paths parking spaces boundary walls fences hedges (but not the boundary structures surrounding any patio) and Secondly the exterior and the structure of the Building including its foundations roof (including roof structure and coverings) party walls external walls external window frames (but not the window glass) internal load-bearing walls its main columns beams timbers slabs joists or frame entrances entrance halls lifts (including lift shafts) stairs passageways landings

lift motor rooms plant rooms boiler rooms refuse bin store but nevertheless excluding (save where within or giving onto the Common Parts):-

1.6.1 the glass in the doors and windows in those external walls

1.6.2 any internal plaster painting or other decorative finishes

1.6.3 any false ceilings or walls raised floors and ceiling wall or floor boarding tiles or coverings

and Thirdly any other parts of the Building available or intended to be available either for the provision of services to any part of the Estate or for use in common by or to two or more of the Lessor's lessees of the Building or their premises

1.7 "Conducting Media" means tanks pipes wires cables meters drains sewers gutters ducts shafts vents and other things of a like nature for the passage of air electricity gas water soil telecommunications and the transmission and reception of electronic signals and the provision of any other services

1.8 "the Premises" means the premises referred to in the Particulars and more particularly described in the Second Schedule and each and every part thereof and all appurtenances belonging thereto

1.9 "the Estate" means the development comprising flats parking spaces communal grounds accessways forecourts and drives now or formerly comprising the land within the Title Number referred in the Particulars together with any adjoining or neighbouring land now or at any time within the period of 21 years from the date hereof acquired by the Lessor and reference to the Estate shall be deemed to include reference to the Building

1.10 "the flats" means the flats together with the patios (if any) forming part of the Estate of which the Lessor intends to grant leases and "flat" shall have the corresponding meaning

1.11 "the Ground Rent" has the meaning ascribed to it in the Particulars

1.12 "the Initial Service Charge" has the meaning ascribed to it in the Particulars

1.13 "the Internal Decoration Years" means every seventh year of the Term calculated from the Term Commencement Date

1.14 "Interest" (except where expressly provided otherwise) means interest at the at the rate of 4% over the base rate of Royal Bank of Scotland plc (or such other

London Clearing Bank as the Lessor may from time to time nominate in writing) from time to time prevailing

1.15 "the Insured Risks" means fire lightning explosion impact aircraft earthquake riot civil commotion storm tempest or flood bursting or overflowing of water tanks boilers apparatus or pipes and such further or other risks or perils (if any) as the Management Company may from time to time deem it prudent to insure and have insured the Estate (with or without other premises) against

1.16 "the Lessee" means the party named as the Lessee in the Particulars and includes the successors in title and assigns of the Lessee and in the case of an individual his personal representatives.

1.17 "the Lessor" means the party named as the Lessor in the Particulars and includes the person or persons from time to time entitled to the reversion immediately expectant on the Term

1.18 "Maintenance Charge" means the costs charges and expenses incurred by the Management Company in respect of the Estate in carrying out all or any of its obligations under Part I of the Seventh Schedule and any amount charged to the Maintenance Fund by the exercise by the Management Company of its powers under Part II of the said Seventh Schedule

1.19 "Maintenance Fund" means the sum held by the Management Company on account of the Maintenance Charge

1.20 "the Management Company" means the party named as the Management Company in the Particulars and includes the successors in title to the Management Company

1.21 "Particulars" means the description and terms appearing in the Lease Particulars and which form part of this Lease

1.22 "Plan No. 1" and "Plan No. 2" means the Plans numbered 1 and 2 annexed hereto

1.23 "the Planning Acts" means the Town and Country Planning Acts 1990 The Planning and Compensation Act 1991 and all other statutes from time to time imposing controls on the development and/or use of land together with all orders instruments plans regulations permissions consents and directions made or issued thereunder or derived therefrom for the time being and from time to time in force together with all secondary legislation arising therefrom

1.24 "Services" means water soil gas electricity telephones and entryphone services electrical impulses signals and light passing through the Conducting Media

1.25 "the Service Charge" means the sum equal to the Service Charge Percentage of the Maintenance Charge payable by the Lessee pursuant to Part I of the Sixth Schedule

1.26 "the Service Charge Percentage" means the percentage referred to in the Particulars or such other percentage as the Management Company may reasonably determine from time to time and payable pursuant to the provisions of Part I of the Sixth Schedule

1.27 "Supplementary Advance Payment" means a payment on account of the Service Charge for an Accounting Period in addition to the Advance Payment when the Management Company shall reasonably determine that the Advance Payment together with the payments made by the other flat owners and the Lessor (if liable) is or may be insufficient for the Accounting Period to which it relates

1.28 "the Term" means the term of years stated in the Particulars

1.29 "the Term Commencement Date" means the date specified as such in the Particulars

1.30 "this Lease" means this Lease and any document which is supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof

1.31 "VAT" means Value Added Tax and any other tax of a like nature

2. INTERPRETATION

In this Lease where the context so admits:-

2.1 references to clauses and schedules are to clauses and schedules of this Lease

2.2 reference (whether general or specific) to any Act of Parliament means such Act of Parliament as from time to time amended extended modified re-enacted or replaced by statute and includes all orders directions and regulations from time to time in force made or issued thereunder and in addition any legislation of the European Union directly applicable to the United Kingdom

2.3 words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular shall include the plural and vice versa

versa and words importing persons and all references to persons shall include companies corporations and firms and vice versa

2.4 where any party to this Lease (other than the Lessor) comprises more than one person the covenants contained in this Lease which are expressed to be made by such party shall be deemed to be and shall be construed as covenants entered into by and binding on such persons jointly and severally

2.5 any covenant by the Lessee not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done

2.6 neither the index hereto nor any titles or headings appearing herein shall affect the construction or interpretation of this Lease

2.7 where any internal wall of any flat is common to any adjoining flat it shall be a party wall and repaired as such

3. DEMISE AND RENTS

In consideration of the Premium paid by the Lessee to the Lessor (receipt of which the Lessor acknowledges) and of the rents hereinafter reserved and of the covenants on the part of the Lessee and the conditions hereinafter contained the Lessor HEREBY DEMISES unto the Lessee with Full Title Guarantee (save as hereinafter modified) the Premises TOGETHER WITH the rights set out in the Third Schedule in common with the Lessor and the Management Company the owners and occupiers of the remainder of the Estate and others entitled to the like rights BUT EXCEPT AND RESERVED the rights set out in the Fourth Schedule for the benefit of the Lessor the Management Company and the owner and occupiers of the remainder of the Estate and others entitled to the like rights AND SUBJECT TO the matters referred to in the Charges Register of the Title Number referred to in the Particulars TO HOLD the same unto the Lessee for the Term paying therefor Firstly the Ground Rent in advance on the 25th March each year Secondly the Maintenance Charge and Thirdly Interest where payable under the terms of this Lease

4. LESSEE'S COVENANTS

The Lessee HEREBY COVENANTS with the Lessor and as a separate covenant severally with the Management Company and with the lessees of the other flats as follows:-

4.1 PAYMENT OF RENT

To pay the rents hereby reserved at the times and in the manner provided without any deduction

4.2 TO PAY OUTGOINGS

To pay and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by statute or otherwise and whether of a National or Local character) now or at any time during the Term payable in respect of the Premises or any part thereof or on the occupier of the Premises or in respect of the right to park motor vehicles (if any) and whether or not required to be paid by the Lessee himself

4.3 REPAIR AND DECORATION

4.3.1 To the satisfaction in all respects of the Lessor to keep the Premises (other than any balcony railings but including any patio and all parts thereof) all party walls and all fixtures and fittings therein and all additions therein in a good and substantial state of repair decoration and condition including the renewal and replacement of all worn or damaged parts and to maintain and uphold and wherever necessary for whatever reason rebuild reconstruct and replace the same (damage by fire and other risks covered by the policy of insurance maintained by the Management Company in accordance with the covenant on its part hereinafter contained only excepted PROVIDED that the insurance money has not become irrecoverable through any act or default of the Lessee) and to yield up the same at the termination of this demise in such good and substantial state of repair decoration and condition as aforesaid and in all respects in accordance with the terms of this covenant

4.3.2 The Lessee shall before carrying out any works to the Premises which might affect any other flat give reasonable notice (except in case of emergency) to the owner or occupier of such other flat and forthwith to make good all damage thereby caused

4.3.3 To paint so often as occasion requires and in any case in the Internal Decoration Years and also in the last three months of the Term (howsoever terminated) with two coats of good quality paint in a workmanlike manner all the wood metal and other parts of the interior of the Premises usually or which ought to be painted (but not the exterior of the door giving access to the Premises nor any balcony railings) and in addition to grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and repaper the parts now or usually papered with good quality paper

4.3.4 To clean the interior and exterior of the windows of the Premises as often as may be necessary to keep the appearance of the Premises to a good standard

4.4.2 in connection with the collection of any arrears of rent or other monies
4.4 RIGHT OF ENTRY by the Lessee under the terms of this Lease and any interest payable thereon

To permit the Lessor and the Management Company and their respective servants and agents with or without workmen at reasonable times to enter upon the Premises to examine the state and condition thereof and thereupon the Lessor or the Management Company as the case may be may serve upon the Lessee notice in writing specifying any repairs or redecoration necessary to be done and the Lessee shall within two months after service of any such notice (or sooner if requisite) execute the repairs therein specified according to the covenants on that behalf hereinbefore contained and if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained relating to the repair or redecoration of the Premises it shall be lawful for the Lessor or the Management Company to enter upon the Premises or any part thereof and to execute any repairs and decorations as to which default has been made and the cost thereof shall be a debt due from the Lessee to the Lessor or the Management Company as the case may be and be forthwith recoverable by action

Not to do or permit or suffer to be done in or upon the Premises anything which may
4.5 ALTERATIONS cause damage to the owner or occupier of any other flat or to neighbouring owners or whereby any insurance for the time being effected on

Not to make or permit or suffer to be made any additions or alterations to the Premises nor to alter the external appearance of the windows except in each case with prior consent in writing of the Lessor and in accordance with plans elevations sections and specifications previously approved in writing by or on behalf of the Lessor AND the Lessee shall on demand pay all the fees incurred by or charged by the Lessor in relation to considering the grant of any such approval and shall comply with the provisions of any Statutory Order applicable thereto and to the building regulations and planning regulations and requirements of any competent Authority PROVIDED that the Lessor may refuse consent in the event of the proposed works rendering the Lessor liable for any monetary payments by way of tax or otherwise claims demands

and liabilities in respect thereof
4.6 PAYMENT OF LESSORS COSTS

4.6.2 Immediately to supply to the Lessor and the Management Company a copy
To pay all expenses (including Solicitors' costs and Surveyors' fees) properly incurred by the Lessor:- received by the Lessee from any local or other competent authority and also without delay at his own cost to take all reasonable or necessary

4.6.1 in contemplation of or incidental to the preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court or arising from any action taken by the Lessor as a result of any breach of the covenants on the part of the Lessee herein contained Management Company may reasonably require

- 4.6.2 in connection with the collection of any arrears of rent or other monies payable to the Lessor by the Lessee under the terms of this Lease and any interest payable thereon
- 4.6.3 in respect of any application for consent required by this Lease whether or not such consent be granted or proffered subject to any lawful qualification or condition or whether the application be withdrawn
- 4.6.4 in the abatement or attempted abatement of a nuisance and in the execution of all works as may be necessary for abating a nuisance in obedience to a notice served by a local or other competent authority
- 4.6.5 in or in contemplation of the enforcement of any of the Lessee's covenants and the conditions contained in this Lease

4.7 NUISANCE

Not to do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or cause damage to the owner or occupier of any other flat or to neighbouring owners or whereby any insurance for the time being effected on the Estate or any part thereof may be rendered void or voidable or whereby the insurance premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent Authority

4.8 PLANNING

- 4.8.1 Not to do or permit or suffer to be done any act or thing on or in respect of the Premises which contravene the provisions of the Planning Acts or any of them and keep the Lessor indemnified against all claims demands and liabilities in respect thereof

4.12 ENCROACHMENTS AND EASEMENTS

- 4.8.2 Immediately to supply to the Lessor and the Management Company a copy of any permission notice order or assessment or any proposal for any of them received by the Lessee from any local or other competent authority and also without delay at his own cost to take all reasonable or necessary steps to comply with any such notice or order so far as such steps fall within the obligations of the Lessee hereunder and also to make or join with the Lessor and/or the Management Company in making such objection representation or appeal against or in respect of any permission notice order or assessment or such proposal as the Lessor and/or the Management Company may reasonably require

4.9 RIGHT OF ENTRY IN RESPECT OF ADJOINING PREMISES

To permit the Lessor the Management Company and the owners of other flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other flats and similar to those contained herein provided always that in the exercise of such rights the Lessor the Management Company and owners of other flats shall cause as little disturbance or damage as possible and shall good all such damage caused at their expense and to the reasonable satisfaction of the Lessee

4.10 REGULATIONS

4.10.1 To observe at all times hereafter the restrictions and regulations referred to in the Fifth Schedule

4.10.2 To comply with and observe any reasonable regulations which the Management Company or the Lessor may make in relation to the Building or the Estate or the Common Parts consistent with the provisions of this Lease to govern the use of the Building the Estate and the Common Parts respectively to preserve their character and amenities

4.11 KEEP APPARATUS AND CONDUCTING MEDIA CLEAN

To keep all sinks baths showers lavatories and waste and soil pipes on the Premises clean and unblocked and shall not permit refuse to be thrown therein and shall keep all water pipes within the Premises protected from frost and shall be responsible for such damage to the Estate through the bursting or overflowing or stopping up of such pipes fixtures and fittings or of the pipes and services used in common by the Lessee and the Lessor or the owners or occupiers of any of the other flats or other injury thereto as may be occasioned by the negligence of the Lessee

4.12 ENCROACHMENTS AND EASEMENTS

Not to obstruct any windows or Conducting Media serving the Premises nor to permit any encroachment or easement to be made into against upon or over the Premises and if any person attempts to make any encroachment or acquire any easement to give notice in writing to the Lessor and the Management Company immediately the Lessee becomes aware of it and to do and join with the Lessor and/or the Management Company in doing everything that may be necessary or desirable to prevent any new encroachment or easement being made or acquired

4.13 NOTICE OF DEFECTS

To give notice in writing immediately to the Lessor and the Management Company of any defect or default of which the Lessee becomes aware which it is the Lessor's and/or the Management Company's responsibility to rectify under this Lease or which might give rise to a duty or liability on the part of the Lessor or the Management Company to third parties or to the Lessee

4.14 INDEMNITY

To keep the Lessor and the Management Company indemnified against all actions proceedings losses liabilities costs damages expenses claims and demands arising out of or resulting from:

- 4.14.1 any breach or non-observance of the Lessee's covenants contained in this Lease; and
- 4.14.2 any act omission or default of the Lessee or anyone living at or visiting the Premises

5. LESSEES FURTHER COVENANTS

The Lessee HEREBY COVENANTS with the Lessor and separately with the Management Company:-

5.1 MAINTENANCE CHARGES

To observe and perform the stipulations and obligations in respect of the payment of the Maintenance Charge on the part of the Lessee set out in the Sixth Schedule

5.2 ALIENATION

5.2.1 Not to assign transfer sublet or part with the possession of a part only of the Premises as distinguished from the entirety thereof

5.2.2 Not to assign or transfer the entirety of the Premises unless contemporaneously with such assignment or transfer:-

5.2.2.1 the assignee or transferee becomes a shareholder in the Management Company and

5.2.2.2 the assignee or transferee executes a Deed of Covenant with the Lessor and the Management Company respectively in the form set out in the Eighth Schedule

5.2.2.3 within 28 days of every Assignment Underlease Grant of Probate or Administration Assent Transfer Mortgage Charge Discharge Order of Court or other event or document relating to the term to give notice thereof in writing to the Solicitors for the Lessor and the Management Company respectively for the purpose of registration together with a certified copy of the instrument or document concerned and for such registration whether covering one or more events or documents to pay to each of such Solicitors such fees as shall from time to time be reasonable PROVIDED that such fee shall not be less than £20 (plus VAT) for each registration

5.2.2.4 To pay the Lessor's and the Management Company's solicitors reasonable legal costs and the Lessor's and the Management Company's reasonable management fee in connection with giving any consents under this Lease or dealing with any Certificate or Deed of Covenant whether the matter proceeds or not

5.3 VALUE ADDED TAX

To indemnify the Lessor and the Management Company against VAT or any similar tax replacing the same at the current rate from time to time on any sums due to the Lessor or the Management Company hereunder

5.4 MATTERS AFFECTING THE REVERSION

To indemnify and keep indemnified the Lessor against all costs claims actions or demands arising through any future breach or non-observance by the Lessee of the covenants contained in the Charges Registers of the Title Number referred to in the Particulars

6. MANAGEMENT COMPANY'S COVENANTS

The Management Company HEREBY COVENANTS with the Lessee and separately with the Lessor:-

6.1 that the Management Company will observe and perform the obligations on its part set out in Part I of the Sixth Schedule and the obligations imposed upon the Management Company by Part I of the Seventh Schedule

6.2 to enforce by whatever action the Management Company may in its absolute discretion decide the covenants on the part of the other lessees contained in