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DATED

29th June

1999

TAYWOOD HOMES LIMITED

- and -

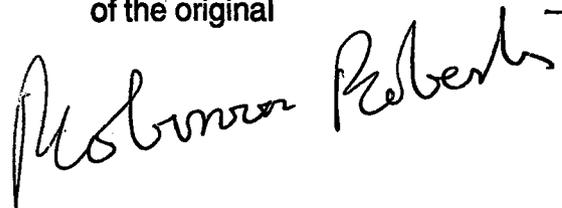
STEPHEN ANDREW POTTER and CAROLYN LOUISE POTTER

LEASE

- of -

**leasehold Property being Plot 23
The Keephatch House Estate
Wokingham
in the County of Berkshire**

We hereby certify
this to be a true copy
of the original

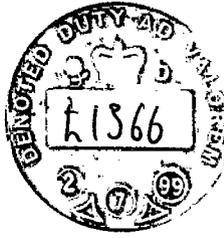


**Paul Leach & Company
Solicitors
The Tanners
75 Meadrow
Godalming
Surrey
GU7 3HU**

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HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1997
LEASE OF PART
FINANCE ACT 1931
BRISTOL STAMP OFFICE 12
Berkshire

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1366
K



COUNTY : Berkshire
DISTRICT : Wokingham
TITLE NUMBER : BK253953 & BK253394
PROPERTY : Plot No 23 Keephatch House Binfield Road
DATE : 29th June 1999

PARTICULARS

The Lessor **TAYWOOD HOMES LIMITED** of Greenham Park House Chertsey Road Feltham Middlesex (Company Registration Number 401589)

The Manager **OM MANAGEMENT SERVICES LIMITED** of Queensway House 11 Queensway New Milton Hampshire BH25 5NR (Company Registration Number 2061041)

The Lessee **STEPHEN ANDREW POTTER and CAROLYN LOUISE POTTER** of 17 Hart Dyke Close Wokingham Berkshire RG41 2HQ

The Development The land Described in the First Schedule known for development purposes as Keephatch House Binfield Road Wokingham Berkshire

The Demised Premises The second floor Dwelling known as Plot Number 23 more particularly described in the Third Schedule herewith and shown edged red on the Plan

The Parking Space	The parking space situate in the Basement Car Park and the parking space on the Surface Car Park shown edged red on the Plan in respect of which exclusive rights of use have been granted to the Lessee
The Rent	£125.00. per annum (subject to review)
The Term	125 years from the Commencement Date
The Commencement Date	1 May 1998
The Premium	£133,000
The Declared Value	TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)
Part A Proportion	2.86 % (Estate Costs)
Part B Proportion	2.46 % (Building Costs)
Part C Proportion	3.33 % (Basement Parking Costs)
Part D Proportion	nil (Garage Costs)

SAVE THAT the said Part A and/or B and/or C and/or D Proportions may be subject to variation from time to time in accordance with the provisions of Paragraph 2 of the Seventh Schedule

THIS LEASE is made BETWEEN (1) the Lessor (2) the Manager and (3) the Lessee

WHEREAS

- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the properties forming part of the Development as hereinafter defined each as separate and distinct properties and the Lessor has in every such lease imposed and intends in every future lease to impose the obligations set out in the Eighth Schedule to the intent that the lessee for the time being of any one of the Properties may enforce the observance by the lessee of any other of the Properties of the covenants in the form set out in Part II of the Eighth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the premises hereby demised for the Premium at the Rent and on the terms and conditions hereinafter appearing and the Manager has agreed to join in this Lease in the manner hereinafter appearing
- (3) The Manager is to undertake responsibility for the supply of services to the Development for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses

NOW THIS DEED WITNESSETH as follows

1 In this Deed unless the context otherwise requires

1.1 "the Lessor"

includes the person for the time being entitled to the reversion immediately expectant upon the Term as hereinafter defined

1.2 "the Lessee"

includes the person for the time being entitled to the Term hereby granted and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee

- 1.3 "the Plan" means the plan annexed hereto
- 1.4 "the Accessways" means the footpaths the above ground open parking spaces in respect of which exclusive rights of use have been granted the visitors parking spaces the electro-mechanical entrance gates all access areas and private roads forming part of the Development and any footpaths car parking access areas substituted therefore cross hatched on the Plan
- 1.5 "the Building" means the Building comprising several flats and all structural parts thereof including the roofs gutters rainwater pipes foundations floors all walls bounding individual Dwellings therein and all external parts of the Building and all Service Installations not used solely for the purpose of an individual Dwelling
- 1.6 "the Properties" means the flats shown uncoloured on Plan No 1 other than the Demised Premises
- 1.7 "the Dwellings" means the Properties and the Demised Premises forming the Building or the Development (as the context permits) and a Dwelling means any one of them
- 1.8 "the Basement Car Park" means the basement car park shown on the Plan under the Building
- 1.9 "the Garage Block" means the block of garages shown on the Plan

- 1.10 "the New Roads" means the new roads if any (including the footpaths adjoining the same) which the Lessor is in course of constructing to serve the Development and which serve the Demised Premises and which it is proposed will be adopted by the Local Highway Authority
- 1.11 "the Perpetuity Period" means Twenty one years from the Commencement Date
- 1.12 "the first Value of the Building" means the total of the open market value selling prices achieved by the Lessor of all the Dwellings in the Building and the Certificate of the Secretary of the Manager as to the amount of such selling prices shall be accepted as conclusive as to fact unless manifestly incorrect
- 1.13 "the Review Period" shall mean each successive period of twenty one years from the Commencement Date
- 1.14 "the Review Value of prices the Building" means the total of the open market value selling of all the flats in the Building which the Chartered Surveyor referred to in Clause 2.2 hereof considers on each review would be achieved on a vacant possession sale without encumbrances AND such Chartered Surveyor is to assume that each Dwelling is being sold individually and that its sale is in no way inhibited by the sales of any other Dwelling in the Building
- 1.15 "the Maintained Property" means those parts of the Development which are more particularly described in the Second

Schedule and the maintenance of which is the responsibility of the Manager

1.16 "the Maintenance Expenses" means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Lessor at all times during the Term in Carrying out the obligations specified in the Sixth Schedule

1.17 "the Communal Areas" means all the gardens and grounds forming part of the Maintained Property

1.18 "the Lessee's Proportion" means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Seventh Schedule

1.19 "Service Installations" means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water

1.20 "Estate Regulations" means any rule or regulation made by the Manager from time to time for the benefit of use and enjoyment of the Development

1.21 the masculine includes the feminine and the singular includes the plural

1.22 references to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease

2 DEMISE

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises **TOGETHER WITH** the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor and the Manager with the lessee or tenant of any of the Properties for the observance of the Estate Regulations and to all rights and easements appertaining to any other property adjoining the Development and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of the title above referred to so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR during the Term the Rent or such greater rent as shall be determined following the review thereof as hereinafter provided and in any in any event to be paid for the first Twenty-One years thereof by equal half yearly payments in advance on the First day of May and the First day of November in each year the first of such payments being a proportionate payment to be made on the execution hereof

2.1 The Rent shall be subject to review on each twenty-first anniversary of the Commencement Date and then shall if appropriate be increased to such sum as is the same percentage of the Review Value of the Building as the Rent is of the First Value of the Building BUT so that such reviewed rent shall never equal or exceed such a sum as would in appropriate circumstances create an inhibition on the premium capable of being charged on an assignment of the Demised Premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or similar legislation in which case the Rent shall be £1.00 less than the sum which would otherwise be charged

2.2 The amount of Rent for a specific Review Period and each succeeding Review Period shall be specified in a written notice given by the Lessor to the Lessee at any time within twelve months prior to the appropriate Twenty-First anniversary of the Commencement Date **PROVIDED THAT** if the Lessee serves a counter-notice on the Lessor within three months (time being of the essence) of the service of the said notice disputing such increase in the Rent then the reviewed Rent shall be either as may subsequently be agreed in writing between the Lessor and the Lessee within three months of the date of the said counter-notice or such longer period as shall be agreed between the Lessor and the Lessee or that as shall be determined by a chartered surveyor (acting as an expert and not an arbitrator) who shall be appointed by the President for the time being (or another proper officer) of the Royal Institution of Chartered Surveyors or (if he fails to appoint one within three months of being requested to do so) then by the President for the time being (or another proper officer) of the Law Society on the application by the Lessor made any time after the expiration of the final said three month period

2.3 The Surveyor may be requested to determine all or any of the rents of the Dwellings in the Building together

2.4 The Lessor and Lessee shall pay in equal shares the fees of the appointed Surveyor under this Clause in equal shares or in the case of the Surveyor being requested to determine the rent of the Demised Premises and other properties at the same time then the appropriate proportion thereof **AND ALSO** paying on demand by way of further or additional rent the Lessees Proportion

3 **THE LESSEE'S COVENANTS**

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees of the Properties **HEREBY COVENANTS**

3.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if

any) of the Title above referred to so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof

3.2 With the Manager to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule

3.3 With the lessees of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Eighth Schedule

4 THE LESSOR'S COVENANTS

THE LESSOR relying on the covenants on the part of the Lessee herein contained **HEREBY COVENANTS** with the Lessee to observe and perform the obligations on the part of the Lessor set out in the Ninth Schedule

5 THE MANAGER'S COVENANTS

THE MANAGER in consideration of the covenants on the part of the Lessor and the Lessee herein contained **HEREBY COVENANTS** with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on the part of the Manager set out in the Tenth Schedule **PROVIDED ALWAYS THAT** if at any time the Manager shall reasonably consider that it would be in the general interests of the lessees of the Dwellings in the Building or the Development so to do the Manager shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete **PROVIDED THAT** in deciding whether or not to discontinue any such matter the Manager shall agree with the views and wishes of the majority of the lessees of the Dwellings in the Building or the Development (as the case may be)

6 AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows

- 6.1 That if any Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Manager at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained **PROVIDED ALWAYS** that notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor or the Manager and no re-entry shall be effected until the expiry of 28 days after the service of any such notice
- 6.2 That all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested
- 6.3 That nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development
- 6.4 That the Manager shall have power to make and at any time vary such Estate Regulations as it may think fit for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Dwellings
- 6.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the

- 6.6 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period
- 6.7 That the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Lessor for building or any other purpose
- 6.8 If for any reason the repair rebuilding or reinstatement of either the Building or the Demised Premises or the means of access thereto shall be impossible of performance following damage or destruction by any of the insured risks and subject to and provided as mentioned in the Ninth Schedule the obligation in the said Ninth Schedule shall thereupon be deemed to have been discharged and the Lessor shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Lessee such proportion of the said monies as is equitable such equitable proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of Paragraph 4 of the Seventh Schedule
- 6.9 (Where the Lessee is more than one person) the Lessees declare that they shall hold the Demised Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as [joint tenant][tenants in common] and the Lessee declares that the survivor [can][cannot] give a valid receipt for capital money arising on a disposition of the Demised Premises
- 7 **THE** Lessor and the Lessee hereby apply to the Registrar for entry on the Register of the following Restriction on the title to the Demised Premises

"RESTRICTION - Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any chargee under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary of OM

Management Services Limited of PO Box No 63 Marlborough House Wigmore Place Wigmore Lane Luton Bedfordshire LU2 9EX that notice of such transfer or other dealing has been given to the said OM Management Services Limited"

- 8 **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Declared Value

THE FIRST SCHEDULE

The Development

ALL THAT piece of land situate at Keeppatch House Binfield Road Wokingham Berkshire now or formerly comprised in Title Number BK253953 and BK253394 together with any adjoining land which may be added thereto within the Perpetuity Period and together with any buildings or structures erected or to be erected thereon or on some part thereof

THE SECOND SCHEDULE

The Maintained Property

FIRST the Accessways and gardens and grounds shown on the Plan the drying area (if any) bin and gardeners management stores (if any) **SECONDLY** the entrance halls passages landings staircases lift(s) and other parts of the Building which are used in common by the owners or occupiers of any two or more of the Dwellings therein and the glass in the windows of such common parts together with all decorative parts ancillary thereto **AND** all the structural parts of the Building including the roofs gutters rainwater pipes foundations support structures floors and walls bounding individual Dwellings therein and all external parts of the Building together with all the external decorative parts **THIRDLY** the Basement Car Park including the floor slab the foundations thereunder the surfaces of all the internal walls support structures and the ceiling the electro-mechanical entrance gates and all Service Installations ancillary thereto and **FOURTHLY** the Garage Block including the roofs all other structural parts and foundations and all the external decorative parts thereof **EXCEPTING AND RESERVING** from the Maintained Property

- 1 the external window frames of all Dwellings (together with all the glass therein) and the entrance doors of all Dwellings **SAVE FOR** all the external decorative parts of the said windows and doors which for the avoidance of all doubt shall form part of the Maintained Property
- 2 all interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings
- 3 all Service Installations which exclusively serve an individual Dwellings or Parking Facility
- 4 All inner surfaces of the Garage Block including the floor surfaces AND the doors door frames and locking mechanisms thereto

THE THIRD SCHEDULE

The Demised Premises

ALL THAT second floor Flat as shown edged red on the Plan being part of the Building **TOGETHER WITH** (for the purpose of obligation as well as grant)

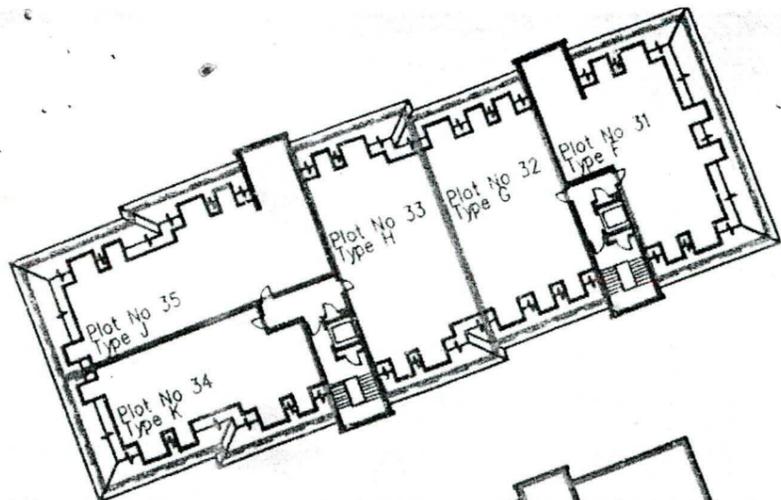
- 1 the doors and windows thereof (including the glass in the windows) **BUT NOT** the external decorative surfaces thereof
- 2 the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed
- 3 the floors down to the upper side of the joists slabs or beams supporting the same
- 4 the plaster face of all external or structural
- 5 internal walls which are not main structural walls and which divide the Flat from adjoining Properties or the common parts of the Building which are to be party walls

- 6 this Flat's half of the non structural wall(s) (severed medially) which divide this Flat from any adjoining Properties or from the Communal Areas **TOGETHER WITH** Service Installations used solely for the purpose of this flat
- 7 the floor surface only of the balcony or patio (if any) co-extensive with this flat
- 8 [the floor surface only of the Garage together with the inner surfaces of the walls and ceiling the entrance door and door frame and locking mechanism **BUT NOT** the external decorative and structural parts thereof]

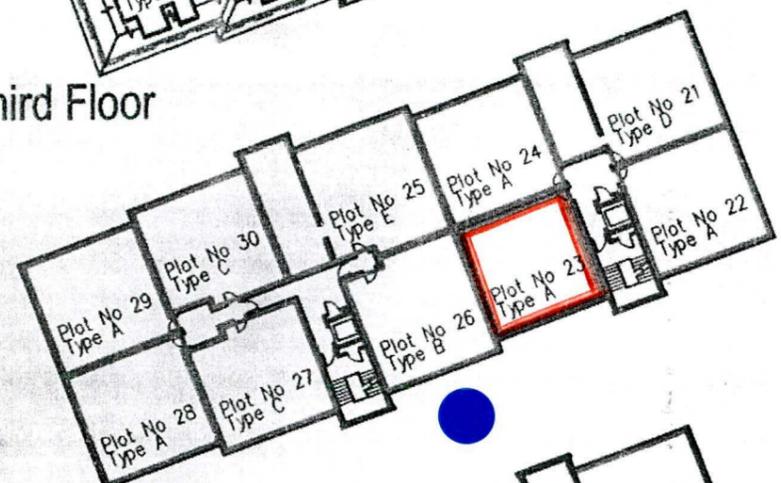
EXCEPTING AND RESERVING from the demise the main structural parts of the Building including the roof foundations and the external parts thereof

THE FOURTH SCHEDULE
Rights included in the demise

- 1 The right (in common with the Lessor the Manager and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development
- 2 The right of support and shelter for the Demised Premises by and from the other parts of the Development and Building
- 3 The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in the form set out in Part Two of the Eighth Schedule
- 4 Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in



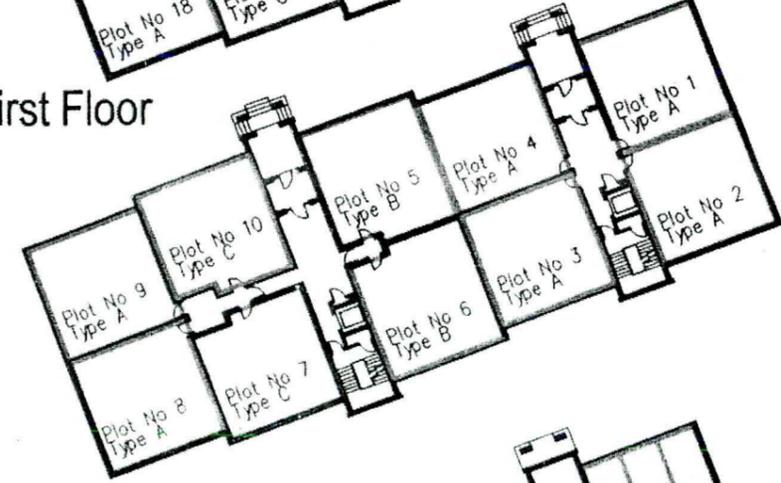
Third Floor



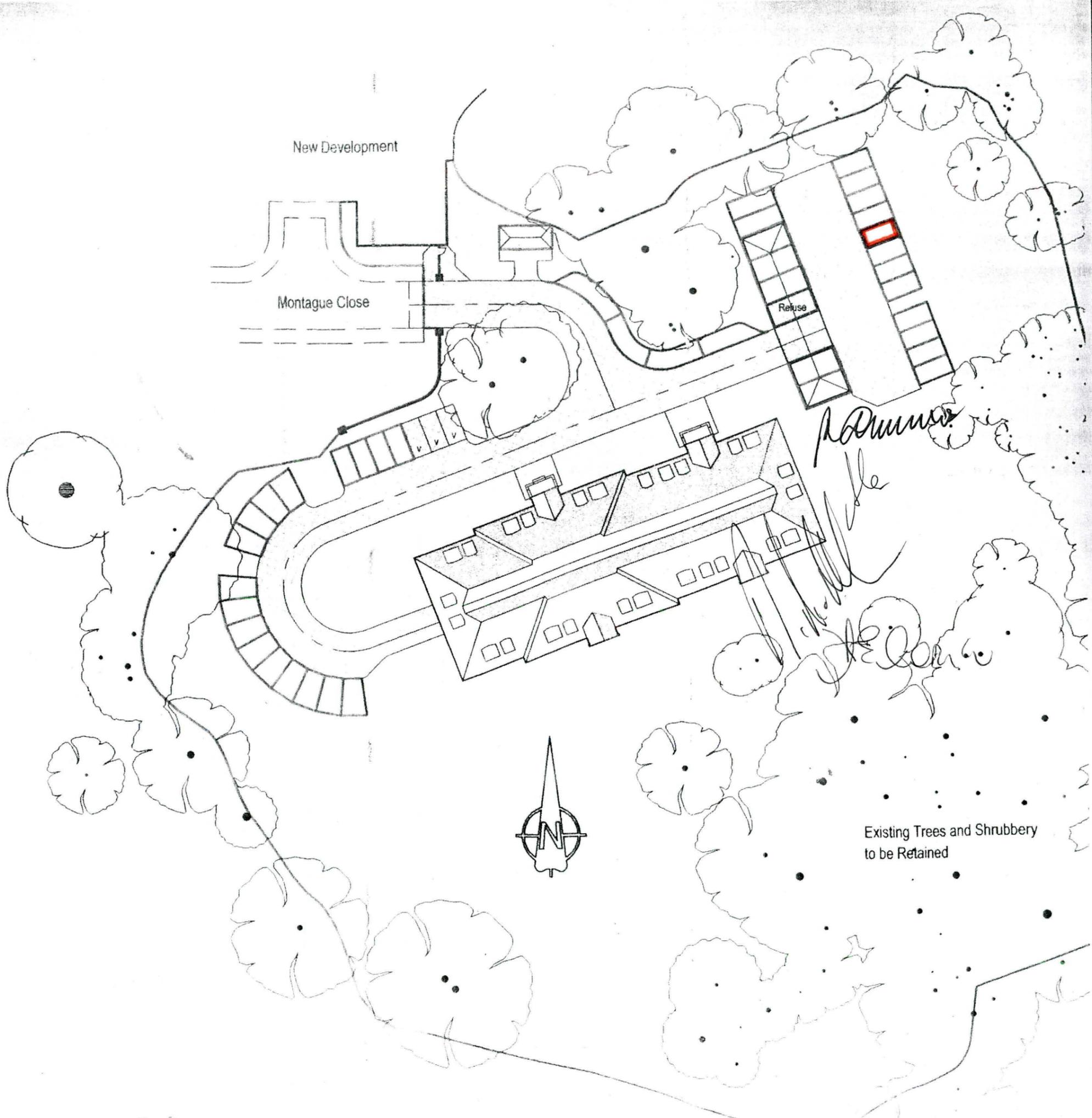
Second Floor



First Floor



Ground Floor



exercising such rights causing as little damage as possible and making good any damage caused

- 5 The right for the Lessee and the tenant or occupiers of the Demised Premises his or their employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Communal Areas and Accessways and over and along the passageways corridors lifts(s) and staircases forming part of the common parts of the Building
- 6 The right to exclusive use of the Parking Space for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight
- 7 The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended the
 - 7.1 refuse storage area(s)
 - 7.2 security door entry system and
 - 7.3 the communal television reception system
- 8 The right to use in common with all others entitled to a like right on a first come first served basis any parking spaces marked "v" on the plan (if any) for the temporary parking of visitors private motor vehicles not exceeding three tonnes gross laden weight
- 9 The right to use the common areas for the reasonable purpose intended

THE FIFTH SCHEDULE
Rights to which the demise is subject

- 1 The right of support and shelter for the other parts of the Development and Building by and from the Demised Premises
- 2 Such rights of access to and entry upon the Demised Premises by the Lessor its lessees and tenants and the Manager as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance or inspection of other parts of the Development
- 3 The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee
 - 3.1 To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Development (other than the Building) according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
 - 3.2 To alter the layout of the Accessways and Communal Areas but not so as to prejudice access to the Demised Premises
- 4 The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants and the Manager to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Development not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises **TOGETHER WITH** all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same

THE SIXTH SCHEDULE
The Maintenance Expenses
PART "A"
(Estate Costs)

- 1 Keeping the gardens and grounds of the Maintained Property generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
- 2 Keeping the Accessways in good repair and clean and tidy and clearing snow from the Accessways where necessary Provided That there shall be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by not less than 85 % of the persons entitled to use the Accessways
- 3 Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations co-extensive with the external parts of the Maintained Property
- 4 Arranging for the provision of rubbish receptacles for use by the occupants of the Building

PART "B"
(Building Costs)

- 1 Inspecting rebuilding repointing redecorating or otherwise treating as reasonably necessary and keeping the Building and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
- 2 Keeping cleaned as often as may be reasonably necessary the refuse store the common entrance halls passages landings windows and staircases and all other internal common parts of the Building
- 3 Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances (if any) communal telecommunication reception apparatus electronic door entry system(s) the lift(s) and such other equipment relating to the Maintained Property by way of contract or otherwise as the Manager may from time to time consider

necessary or desirable for the carrying out of the acts and things mentioned in this Schedule

- 4 All reasonable and proper costs incurred by the Lessor insuring and keeping insured the Building and other structures as more particularly described in the Ninth Schedule

PART "C"

(Basement Car Park Costs)

- 1 Inspecting rebuilding repointing redecorating cleaning or otherwise treating as reasonably necessary and keeping the Basement Car Park and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
- 2 All reasonable and proper costs incurred by the Lessor insuring and keeping insured the Basement Car Park and ancillary structures as more particularly described in the Ninth Schedule

PART "D"

(Garage block Costs)

- 1 Inspecting rebuilding repointing redecorating or otherwise treating as reasonably necessary and keeping the Garage Block every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
- 2 All reasonable and proper costs incurred by the Lessor insuring and keeping insured the Garage Block and ancillary structures as more particularly described in the Ninth Schedule

PART "E"

(Costs applicable to any or all of the previous parts of this Schedule)

- 1 Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall reasonably think fit
 - 2 Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
 - 3 Paying all rates taxes duties licenses charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the lessee of any of the Dwellings
 - 4 Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
 - 5 Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Development or any part thereof insofar as the same is not the liability of or attributable to the lessee of any of the Dwellings
 - 6 Preparing and supplying to the lessees of any of the Dwellings copies of any Estate Regulations
 - 7 Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents or consultants or similar and the payment of all costs and expenses incurred by the Manager
- 7.1 in the running and management of the Development and the collection of the rents and service charges and in the enforcement of the covenants and conditions and regulations contained in the Development leases and any Estate Regulations

- 7.2 in making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the lessee of any of the Dwellings or on the Manager in respect of the Development or the curtilages thereof or all or any of the flats or parking spaces therein and
- 7.3 in the valuation of the Building and other structures from time to time for insurance purposes
- 7.4 in the preparation for audit of the service charge accounts
- 8 Enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Dwellings
- 9 Employing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
- 10 Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Development insofar as such compliance is not the responsibility of the lessee of any of the Dwellings
- 11 Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Manager it is reasonable to provide
- 12 A sum representing fifteen per cent (15%) plus VAT per annum of the costs expenses and outgoings referred to in this Schedule which said sum shall be the Management fee (which incorporates a profit element) of the Manager or its successors or assigns

- 13 Such sum as shall be considered necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained
- 14 Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Maintained Property and providing such additional lighting water or power supply apparatus as the Manager may reasonably think fit
- 15 All other expenses (if any) incurred by the Manager in and about the maintenance and proper and convenient management and running of the Development including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Building or any other part of the Development (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Manager to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Manager in accordance with Paragraph 4 of the Seventh Schedule any legal or other costs reasonably and properly incurred by the Manager and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any part of the Development or any claim by or against any lessee or tenant thereof or by any third party against the Manager as owner lessee or occupier of any part of the Development

THE SEVENTH SCHEDULE

The Lessee's Proportion of Maintenance Expenses

- 1 The Lessee's Proportion means
 - 1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "A" of the Sixth Schedule and of whatever of the matters referred to in Part "E" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "A" of the said Schedule

- 1.2 the Part B Proportion of the amount attributable to the Building in connection with the matters mentioned in Part "B" of the Sixth Schedule and of whatever of the matters referred to in Part "E" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "B" of the said Schedule
 - 1.3 The Part C Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "C" of the Sixth Schedule and of whatever of the matters referred to in Part "E" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "C" of the said Schedule
 - 1.4 the Part D Proportion of the amount attributable to the Garage Block in connection with the matters mentioned in Part "D" of the Sixth Schedule and of whatever of the matters referred to in Part "E" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "D" of the said Schedule
- 2 If due to any re-planning of the layout of the Development or the Building by the Lessor it should at any time become necessary or equitable to do so the Manager shall recalculate on an equitable basis the percentage appropriate to all properties comprising the Building and to notify the lessees accordingly and in such case as from the date specified in the notice the new Part A and/or B and/or C and/or D Proportion notified to the Lessee in respect of the Demised Premises shall be substituted for those set out in Paragraph 1 and the new Part A and/or B and/or C and/or D Proportion shall be notified by the Manager to the other lessees in respect of the Properties and shall be substituted for those set out in their leases
 - 3 The certification of the accountant referred to in Paragraph 9 of Part "E" of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Lessee unless manifestly incorrect

- 4 If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth and Ninth Schedules being insufficient then the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide **PROVIDED THAT** any objection by the Lessee under this Paragraph shall not affect the obligation of the Lessee to pay to the Manager the Lessee's Proportion in accordance with Paragraph 7 of this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Manager under this Schedule
- 5 The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the work mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development
- 6 An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 31st day of October One thousand nine hundred and ninety nine and for each subsequent year ending on the 31st day of October during the Term shall be prepared as soon as is practicable and the Manager shall if it so decides or if requested in writing by the Lessee to do so serve a copy of such account and of the accountants certificate on the Lessee
- 7 The Lessee shall pay to the Manager the Lessee's Proportion of the Maintenance Expenses in manner following that is to say
 - 7.1 In advance on the First day of May and the First day of November in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Manager or its managing agents as the Maintenance Expenses for the year the first payment to be apportioned (if necessary) from the date hereof

7.2 Within twenty one days after the service by the Manager on the Lessee of a certificate in accordance with Paragraph 6 of this Schedule for the period in question the Lessee shall pay to the Manager the balance by which the Lessee's Proportion received by the Manager from the Lessee pursuant to Sub-Paragraph 7.1 of this Schedule falls short of the Lessee's Proportion payable to the Manager as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Manager

THE EIGHTH SCHEDULE

Covenants by the Lessee

PART ONE

(Covenants Enforceable by the Lessor and the Manager)

- 1 To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided
- 2 To pay to the Manager or its authorised agent the Lessee's Proportion at the times and in the manner herein provided
- 3 To pay interest at the rate of four per centum (4%) above Barclays Bank plc Base Rate from time to time or twenty percent (whichever shall be the greater sum) on all sums payable by way of Rent or service charge which shall be in arrears from the date due until the date of actual payment
- 4 To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Lessor in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidation's and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court

- 5 To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained
- 6 At any time within six calendar months prior to the termination of the Term to permit intending lessees and tenants authorised by order in writing of the Lessor or its agents to view the Demised Premises at reasonable hours in the day-time by appointment
- 7 To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof
- 8 To keep the Manager and the Lessor indemnified in respect of charges for other services payable in respect of the Demised Premises which the Lessor or the Manager shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Manager on demand
- 9 To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all landlord's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth and Ninth Schedules (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers) or for any work for which the Manager may be expressly liable under the covenants on the part of the Manager hereinafter contained

- 10 If the Lessee shall (in the exercise of the rights conferred upon him by Paragraph 4 of the Fourth Schedule) require access to any other part of the Development to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Manager or its agents and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done at the Lessee's own expense
- 11 As often as may be necessary and at least once in every fifth year and in the year preceding the termination of the Term to paint with two coats of good quality material and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or should be treated using materials of suitable and appropriate quality
- 12 To clean all the internal and external surfaces of all windows of the Demised Premises at least once in every four weeks
- 13 To permit the Lessor or the Manager with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon the Demised Premises to take inventories of the landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor or the Manager or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand

- 14 To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services of the Development (whether or not attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or any other equipment referred to in the Sixth Schedule
- 15 Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Development or the occupants thereof
- 16 Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured
- 17 Forthwith to make good to the Manager or the Lessor all loss or damage sustained by the Manager or the Lessor consequent upon any breach of the last mentioned provision
- 18 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Manager indemnified against all claims demands and liabilities in respect of any such contravention
- 19 To comply with and make all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the parking space or any part of the Maintained Property shall comply with the Estate Regulations
- 20 To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other

document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor on making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient

- 21 To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid
- 22 Not to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor without the previous consent in writing of the Manager or its agents to make any alteration whatsoever to the plan design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits nor to alter any of the landlords fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises
- 23 Not to display or hang any window boxes clothes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aerials placed there by the Lessor or the Manager)
- 24 On making application for any such consent as aforesaid to submit to the Manager or its agents such plans Building plans elevations and specifications as the they shall require and to pay the reasonable and proper legal and surveyors fees of the Manager in connection with any such application and to carry out any work authorised only in accordance with such plans Building plans elevations and specifications as the they shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and approval by them

25 Not at any time during the term:

25.1 sublet part of the demised premises.

25.1 sublet the whole of the demised premises without the prior written consent of the manager or its agents (such consent not to be unreasonably withheld or delayed) save that an underletting of the whole of the demised premises is permitted in the case of an assured shorthold tenancy agreement or any other agreement which does not create any tenancy rights after the term of any such agreement without the prior written consent of the manager or its agents.

26 On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every under-lease or tenancy agreement (which expression shall in this sub-clause include any under-lease assured shorthold tenancy agreement or company let) of the whole of the Demised Premises to insert a covenant by the assignee underlessee or tenant (as the case may) be directly with the Manager to observe and perform the covenants on the part of the Lessee and conditions contained in Parts One and Two of the Eighth Schedule of this Lease (other than payment of the rents reserved under the terms and conditions of this Lease in the case of any under-letting which for the avoidance of any doubt shall remain to be performed by the Lessee)

27 Within one month after the date of any and every assignment transfer mortgage charge under-lease or tenancy agreement (including any immediate or derivative under-lease or tenancy agreement) of the whole or part of the Demised Premises for any term assignment of such under-lease or grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised or devolution of or transfer of title to the same to give or procure to be given to the Secretary to the Manager notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an under-lease if required by the Manager a copy thereof for registration and retention by it **AND ALSO** at the same time to produce or cause to be produced to them the document affecting or (as the case may be) evidencing such disposition or other matter and to pay or cause to be paid at the same time to the Manager's Secretary such reasonable fee appropriate at the time of registration in respect

of any such notice perusal of documents and registration affecting the Demised Premises **PROVIDED ALWAYS** that in the case of contemporaneous transfer and mortgage the fee shall only be payable on one of such matters

- 28 Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Manager any employee or servant of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building(s)
- 29 Not to obstruct at any time nor in any way interfere with any manhole cover or any such access point on any part of the Development

PART TWO

(Covenants enforceable by the Lessor and the Manager and lessees of the Properties)

- 1 Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession
- 2 (If applicable) not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development
- 3 Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development

- 4 Not to carry out nor allow to be carried out any vehicle maintenance on any part of the Development
- 5 Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglect or abandoned vehicle and to recover from the Lessee any costs incurred by them
- 6 Not to obstruct at any time any accessways roadways lift entrances stairways or corridors on the Development
- 7 Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor Manager or to the lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the said property or in such other place (if any) as the Manager may prescribe or approve by Estate Regulation or otherwise
- 8 That if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor and the Lessee will join with the lessees of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Lessee contributing a reasonable part of the expense of so doing

- 9 Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sink or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises
- 10 No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to other occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am
- 11 No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Manager which consent may be revoked at the discretion of the Manager

THE NINTH SCHEDULE

Covenants on the part of the Lessor

- 1 That the leases granted by the Lessor of the Properties contain covenants on the part of the various lessees to observe the like obligations as are contained in the Eighth Schedule as appropriate to each type of
- 2 That the Lessee paying the Rent and observing and performing the several covenants on his part and conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for it
- 3 That as soon as practicable after the erection of the Dwellings has been completed the Lessor will complete the surfacing of the Accessways and the landscaping of the grounds forming part of the Maintained Property
- 4 That if required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered

into by a lessee of any one or more of the Properties **PROVIDED THAT** the Lessee shall (if required) indemnify the Lessor against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require

- 5 That if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor will join with the Lessee and the other lessees of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Lessee contributing a reasonable part of the expense of so doing
- 6 That until a lease in similar form to this Lease has been granted in the case of each Dwelling (and in respect of any period during which a lease in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each such Dwelling a due proportion of all debts losses liabilities and expenses of the Manager in accordance with Paragraph 1 of the Seventh Schedule as if the Lessor were the lessee of such Dwelling until such time as the Lessor shall have disposed of his interest in any such Dwelling
- 7 To Insure and keep insured the Building and other structures on the Development at all times against all the usual comprehensive risks applicable to a reasonably normal insurance policy covering this type of property in the full reinstatement value and such other risks as the Lessor shall reasonably decide and unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Lessor causing all monies received by virtue of such insurance to be laid out as soon as reasonably possible in rebuilding and reinstating that part or parts of the Development in respect of which it is received **PROVIDED ALWAYS**
 - 7.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
 - 7.2 The Lessor shall determine a reputable Company or office with which the insurance is to be placed and the sum insured

- 7.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
- 7.4 If notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under the Sixth Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Lessor's insurance policy from time to time
- 7.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
- 8 That the Lessor will construct the New Roads (if any) to the satisfaction of the local highway authority and will indemnify the Lessee from and against all charges until such time as the same shall become maintainable at public expense

THE TENTH SCHEDULE

Covenants on the part of the Manager

- 1 To carry out the works and do the acts and things set out in the Sixth Schedule as appropriate to each type of dwelling **PROVIDED THAT**
- 1.1 The Manager shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Manager is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Manager and the Manager has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
- 1.2 Nothing in this covenant contained shall prejudice the Manager's right to recover from the Lessee or any other person the amount or value of any loss or damage

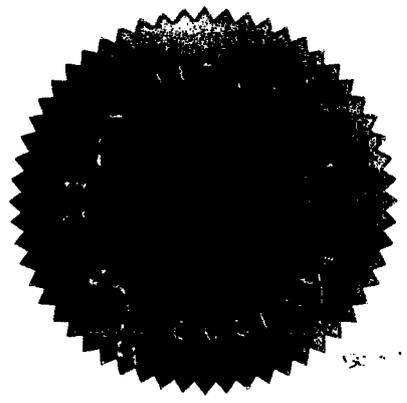
suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of such

- 1.3 The Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them
- 2 To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Sixth Schedule which may be due from the lessees of any of the Dwellings
- 3 The Manager shall ensure that the reserve fund or funds referred to in the Sixth Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Manager in trust for the lessees of the Dwellings and shall only be applied in connection with the matters detailed in the Sixth Schedule
- 4 If the Manager shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises to give at least forty eight hours notice in writing (except in cases of extreme urgency) to the Lessee the Manager on giving such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Manager shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done
- 5 If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties provided that the Lessee shall (if required) indemnify the Manager against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Manager may reasonably require
- 6 To provide the Lessee on demand with a certificate for the purposes of Clause 7 provided that the provisions set out in the Eighth Schedule have been reasonably complied with

SIGNED AS A DEED by)
THE LESSOR)

acting by a Director and its Secretary)

Director *[Signature]*
~~Secretary~~ *[Signature]*



SIGNED AS A DEED by)
THE MANAGER)

acting by two Directors)

Director *[Signature]*
Director *[Signature]*