

10. Inspecting rebuilding repointing renewing redecorating or otherwise treating as necessary and keeping the Maintained Property and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
11. Redecorating the external parts of the Building including all doors door frames windows and window frames and carrying out all remedial work to the structure of the Building so often as in the opinion of the Manager is reasonably necessary
12. Keeping cleaned as may be necessary the common entrance halls passages landings and staircases and all other common parts of the Maintained Property
13. Cleaning as necessary the internal and external faces of the windows in the Maintained Property
14. Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances electronic door entry system(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
15. To:
 - 15.1 insure the Building any Lessor's fixtures and fittings and any equipment fixtures fittings and furnishings provided in any part of the Building other than the Dwellings and in the Communal Areas for such sum as is the full reinstatement value against loss or damage by fire lightning explosion earthquake landslip subsidence riot civil commotion aircraft aerial devices and items falling from them storm flood impact by vehicles damage by malicious persons or vandals together with such other risks as are usual for a normal comprehensive policy of buildings (including liability to pay rent) similar to those on the Development and to utilise the proceeds received of any such policy so far as the same will extend to rebuild or reinstate the Building and the Lessee hereby authorises the Manager to receive the insurance moneys for this purpose but without prejudice to the Lessee's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessee his servants agents guests invitees or licensees; and
 - 15.2 insure any risks for which the Lessor or the Manager may be liable as an employer of persons working on the Maintained Property or as the owner of the Maintained Property or any part of it or as lessee of the Communal Areas, the Accessways and Access Road so far as reasonably practicable.

Provided that:-

- 15.2.1 the Lessor shall nominate the company and agency with which the insurance is placed and to the sum insured and the risks covered PROVIDED THAT the Manager shall be entitled to place such insurance if the Lessor fails to give such nominations within 20 Working Days of receipt of a written request from the Manager for it
- 15.2.2 the insurance shall include the cost of demolition and clearing of buildings and necessary planning applications and 10 per cent. of the sum insured for architects' and surveyors' fees
- 15.2.3 if the money receivable under any such insurance shall be insufficient to meet the cost of the necessary works of re-building repair or reinstatement then the deficiency shall be treated as a further item of

expense under this Schedule recoverable from the lessees of the Dwellings accordingly

- 15.2.4 the insurance shall be effected in the joint names of the Lessor and the Manager and cover shall expressly extend to the lessees for the time being of the Dwellings and their mortgagees
- 15.2.5 the Lessor and the Manager shall not insure those contents of the Demised Premises which would normally be insured under a domestic contents insurance policy including but without prejudice to the foregoing items such as kitchen fittings which were included in the demise to the first lessee of the Demised Premises
- 15.2.6 this provision is subject to the Lessee's right of objection mentioned in paragraph 3 of the Eighth Schedule
- 15.3 To have the Building revalued for insurance purposes from time to time in accordance with good estate management practice
- 15.4 To produce to the Lessee on request a copy of the policy of insurance and the receipt for the current premium
- 16. Inspecting maintaining repairing and where necessary renewing the passenger lift located in the Building (if any) and including the procurement of statutory lift insurance
- 17. Inspecting maintaining and where necessary replacing the cold water booster pumps (if any) located within the Building
- 18. 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
- 19. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
- 20. Paying all rates taxes duties 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 or the individual lessee of any of the Properties
- 21. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
- 22. 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 or any individual lessee of any of the Properties
- 23. Preparing and supplying to the Lessee and any lessee of any of the Properties copies of any Estate Regulations
- 24. 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 (Provided Always that the payment of such managing agents shall be met exclusively from the fees more particularly detailed in paragraph

30 hereto) or consultants or similar and the payment of all costs and expenses incurred by the Manager:

- 24.1 in the running and management of the Development and the collection of the rents (if any) and service charges and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Estate Regulations
- 24.2 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 or any Under-lessee of the Properties in the Development 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
- 24.3 in the valuation of the Building from time to time for insurance purposes
- 24.4 in the preparation of the service charge accounts
25. Enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Dwellings
26. Employing a qualified accountant for the purpose of producing accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
27. 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
28. 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
29. The reasonable and proper fees of the Manager for its general management of the Development
30. 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 Property
31. 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
32. 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 and any costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Installations, structures access roads or ways and other items used or capable of being used by the occupiers of the Development in common with other property

THE SEVENTH SCHEDULE

Rent Payable hereunder

1. The rent shall be fixed for each of the following periods:

| | |
|---------------|--|
| First Period | First 25 years of the Term |
| Second Period | 26 th to 50 th years of the Term |
| Third Period | 51 st to 75 th years of the Term |
| Fourth Period | 76 th to 100 th years of the Term |
| Fifth Period | 101 st to 125 th years of the Term |

For the First Period the rent shall be two hundred and fifty pounds (£250.00) per annum

For the Second Period the rent shall be five hundred pounds (£500.00) per annum

For the Third Period the rent shall be one thousand pounds (£1,000) per annum

For the Fourth Period the rent shall be two thousand pounds (£2,000) per annum

For the Fifth Period the rent shall be four thousand pounds (£4,000) per annum

THE EIGHTH SCHEDULE

The Lessee's Proportion of Maintenance Expenses

1. The Lessee's Proportion means the Proportion of the amount attributable to the costs incurred by the Lessor or the Manager in connection with the matters mentioned in the Sixth Schedule
2. The certification of the accountant referred to in Paragraph 26 of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Lessee unless manifestly incorrect
3. 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 Schedule being insufficient then the Lessee shall refer the matter in dispute for determination 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 said objection by the Lessee shall not affect the obligation of the Lessee to pay to the Manager the Lessee's Proportion in accordance with Paragraph 6 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 the terms of this Schedule

4. 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 matters mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development
5. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 31st day of August next and for each subsequent year ending on the 31st day of August 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
6. The Lessee shall pay to the Manager the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:
 - 6.1 In advance on the First day of March and the First day of September 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
 - 6.2 Within twenty one days after the service by the Manager on the Lessee of a certificate in accordance with Paragraph 5 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 6.1 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 NINTH 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 (or to the Lessor in the event that the Lessor is managing pursuant to paragraph 1 of the Tenth Schedule) 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 Bank of Ireland Base Rate from time to time on all sums payable by way of the rents reserved under the terms of this Lease which may be in arrear from the date 14 days after such payment shall be 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 dilapidations 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 aerals 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 or additions 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. On making application for any such consent as aforesaid to submit to the Manager or its agents such plans block plans elevations and specifications as 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 block plans elevations and specifications as 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
24. 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)
25. Not at any time during the Term:
 - 25.1 sub-let the whole or any part of the Demised Premises save that an under-letting of the whole of the Demised Premises is permitted in the case of an assured shorthold tenancy agreement (or any other form of agreement which does not create any rights of tenancy for the tenant)
 - 25.2 separately assign transfer or part with the possession or occupation of any part or parts of the Demised Premises but only to assign transfer or part with the possession thereof as a whole and not to assign transfer or part with the possession or occupation of the Demised Premises during the last seven years of the Term without the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)
 - 25.3 to assign or transfer the Demised Premises unless and until the assignee or transferee has made application to the Manager to become a member of the Manager and the assignor or transferor has resigned his membership of the Manager
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 granted on long-lease terms of the whole of the Demised Premises to insert a covenant by the assignee or underlessee (as the case may be) directly with the Manager and the Lessor to observe and perform the covenants on the part of the Lessee and the conditions contained in Parts One and Two of the Ninth Schedule of this Lease (other than payment of the rents reserved under the terms and conditions of this Lease in the case of any underlease 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 (including any immediate or derivative under-lease) 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 Premises or devolution of or transfer of title to the same to give or procure to be given to the Lessor notice in writing of such dealing aforesaid with a certified copy of the instrument effecting any such dealing AND ALSO to pay or cause to be paid at the same time to the Lessor such reasonable fee appropriate at the time of registration (not less than £30 plus VAT) in respect of any such notice examination of documents and registration affecting the Demised Premises PROVIDED ALWAYS that in the case of a 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 agent of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building or any other part or parts of the Maintained Property
29. To maintain and keep in good repair and condition the wall and/or fence (if any) which is shown with an inward "T" on the Plan.

PART TWO

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

30. 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
31. Not to use the Parking Space for any purpose other than for the parking of a private motor vehicle not exceeding three tonnes in gross laden weight and bearing a valid road licence or a motor cycle bearing a valid road licence 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 and not to use the Accessways, the Access Road and the Communal Areas for any purpose whatsoever other than for recreational and access purposes and in particular that no permanent or temporary buildings or structures will be erected and no dustbin or other refuse receptacle shall be kept on such area
32. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development
33. Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Development
34. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition nor 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 neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them
35. Not to obstruct or permit to be obstructed at any time any accessways, the Access Road roadways lift entrances stairways corridors or any openings of whatsoever nature on the Development
36. 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 the 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 Demised Premises or in such other place (if any) as the Manager may approve in writing

37. 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 in accordance with the provisions of this Lease
38. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks 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
39. 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 in the opinion of the Manager cause unreasonable annoyance to any occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am
40. 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
41. Not to reside or permit any other person to reside in the Demised Premises unless the floors thereof (including the passages) are completely covered with wall to wall fitted carpets or such other flooring with sound deadening underlay or in the case of the bathroom lavatory and kitchen only then with vinyl floor covering or sound hard wearing material except when such floor covering shall be removed for cleaning repairing or redecorating the Demised Premises

THE TENTH SCHEDULE

Covenants on the part of the Lessor

1. That if at any time prior to the grant to the Manager of the Lease referred to in Recital (4) of this Lease 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 carry out the matters mentioned in the Sixth Schedule and the Tenth Schedule insofar as they remain reasonably capable of being performed
2. That the leases of the Properties contain covenants on the part of the various lessees to observe the like obligations as are contained in the Ninth Schedule as appropriate to each Dwelling

3. That the Lessee paying the Rents reserved in this Lease 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
4. That as soon as practicable after the erection of the Dwellings has been completed the Lessor will complete the surfacing and landscaping of the external grounds forming part of the Maintained Property
5. 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

THE ELEVENTH SCHEDULE

Covenants on the part of the Manager

1. Conditional on the Manager having first received payment of the Lessees Proportion then 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 person
 - 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 insofar as such funds were contributed by the Lessor in trust for the Lessor 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) first 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. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Manager to arrange for the rebuilding repairing or reinstating in a good and substantial manner such part or parts of the Development as may from time to time be destroyed or damaged applying for the purpose the money to be received by virtue of the insurance of the Maintained Property referred to in the Sixth Schedule
7. To provide the Lessee on demand with a certificate for the purposes of Clause 8 of this Lease provided that the provisions set out in clauses 25.3 and 26 of the Ninth Schedule have been complied with

SIGNED as a deed by

**KINGSMEAD HOMES LLP (IN
ADMINISTRATION)**

acting by [Ian Gould] its
Administrator appointed on 28 April 2009
pursuant to the powers conferred by the
Insolvency Act 1986 and on his own behalf
as such Administrator and on behalf of his
joint administrator [Brian Hamblin] in the
presence of:

Signature:

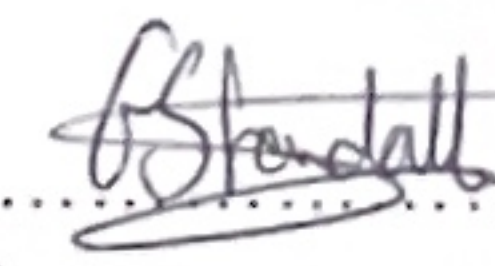
Name of witness:

(in BLOCK CAPITALS)

Address:

Occupation:

) 

) 
Witness

GILES STENDALL

4 Parkside, Huthwaite, Notts, NG17 2PN

Accountant.

Signed as a Deed by
**GODWIN CLOSE (NO. 2) MANAGEMENT
COMPANY LIMITED**

acting by a director in the presence of

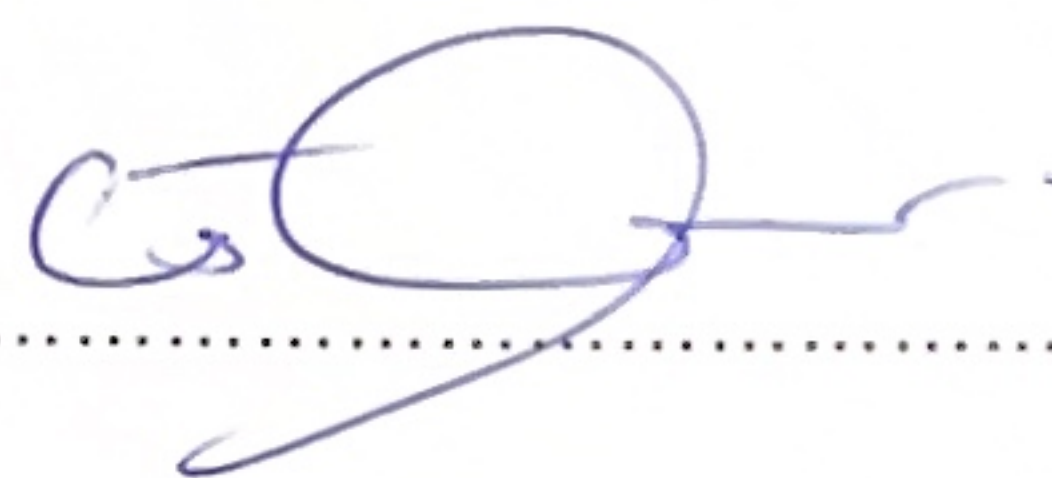
Signature:

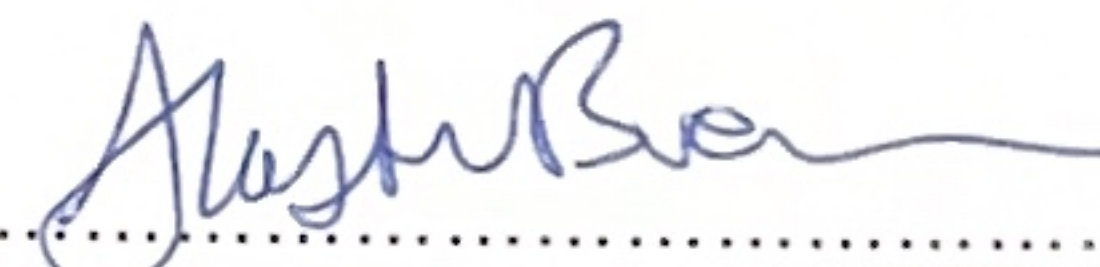
Name of witness:

(in BLOCK CAPITALS)

Address:

Occupation:


.....
Director


.....
Witness
ALASTAIR BRENNAN

Knightsbridge House, Lower Brown Street,
Leicester
Solicitor

Signed as a Deed by
PHILIP CULLEN
in the presence of

Signature:

Name of witness:

(in BLOCK CAPITALS)

Address:

Occupation:

)

)
Witness