

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1997

LEASE OF PART

COUNTY

CARDIFF,

TITLE NUMBER

PROPERTY



PARTICULARS

Date of Lease

The Lessor

WESTBURY HOMES (HOLDINGS) LIMITED of
Westbury House Lansdown Road Cheltenham Gloucester
Company Registration number 822538

The Manager

PEVEREL OM LIMITED (Company registration number
2061041) of Queensway House 11 Queensway New Milton
Hampshire BH25 5NR

The Lessee

The Estate

The land described in the First Schedule known for estate
purposes as Century Wharf, Cardiff

The Demised Premises

The ^{ground} ~~first~~ floor Dwelling in

more particularly described in the Third Schedule

the Parking Space

Means the parking space in respect of which exclusive rights
of use have been granted to the Lessee as more particularly
referred to in the Fourth Schedule

The Rent

£50.00 per annum (subject to review)

The Term

999 years from the Commencement Date

The Commencement Date

1st January 2001

The Premium

The Declared Value

TWO HUNDRED AND FIFTY THOUSAND POUNDS
(£250,000.00)

Part A Proportion	$\frac{1}{x}$ % (Estate Costs) where x = the total number of Dwellings finally constructed on the Estate by the Lessor
Part B Proportion	6.68% (Apartment Costs)
Part C Proportion	0.82% (Refuse Chute Costs)
Part D Proportion	0% (Penthouse Window Cleaning Costs)
Part E Proportion	0.57% (Cold Water Costs)
Part F Proportion	$\frac{x}{y}$ % (Surface and Pergola Car Space Costs) where: x = the total number of Parking Space(s) in respect of which rights of use have been granted to the Lessee and y = the total number of parking spaces finally constructed on the Estate by the Lessor
Part G Proportion	0 % (Garage Costs)
Part H Proportion	$\frac{0}{z}$ % (Underground Parking Block Costs) where: z = the total number of spaces within the Undercroft Parking Block

SAVE THAT any or all of the said Proportions but in the case of the Part A and F Proportions following crystallisation of the above formulae may be subject to variation from time to time (including retrospectively if reasonably necessary) 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 Estate 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 2 of the Eighth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises 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 Estate for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses
- (4) The Lessor is to grant and the Manager has agreed to take the Management Lease as hereinafter defined to be completed following the sale and purchase of the last Dwelling by the Lessor

NOW THIS DEED WITNESSETH as follows:

1. In this Deed unless the context otherwise requires:

"the Accessways" means the footpaths common car parking access areas and private roads forming part of the Estate together with any electronic/mechanical security gates car parking access areas security gates and private roads substituted therefore

"the Block" means one of the Buildings being that in which the Demised Premises is situate

"the Buildings" means the buildings forming part of the Estate comprising several flats and all structural parts thereof including the roofs gutters rainwater pipes support structures foundations thereunder floors (including the floor slab separating the Buildings from any underground parking facility thereunder but not the lower surface of the said slab) all walls bounding individual Dwellings therein and all external parts of the buildings and all Service Installations not used solely for the purpose of an individual Dwelling

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

"the Dwellings" means the Properties and the Demised Premises forming the Estate the Buildings or the Block (as the context permits) and a Dwelling means any one of them

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

"the First Value of Block" means the total of the open market value selling prices achieved by the Lessor of all the Dwellings in the Block 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

"the Underground Parking Block" Means the underground garage (if any) shown on the Plan and lying beneath the Block including (but not exclusively):

- (a) The access ramp and any security facility of whatsoever nature co-extensive therewith
- (b) All of the floor surface and the foundations thereunder
- (c) The inner surface of all the walls surrounding the said block
- (d) The underside of the roof slab separating the said block from any Buildings constructed directly thereover
- (e) The entirety of the roof slab in the case of no Buildings having been constructed directly thereover
- (f) All Service Installations by which the said block draws direct benefit together with all fire protection systems and plant of whatsoever description (as the case may be)

"the Lessee"	Includes the person for the time being entitled to the Term hereby granted and where the Lessee are 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
"the Lessee's Proportion"	means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Seventh Schedule
"the Lessor"	Includes the person for the time being entitled to the reversion immediately expectant upon the Term as hereinafter defined
"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
"the Maintained Property"	means those parts of the Estate which are more particularly described in the Second Schedule and the maintenance of which is the responsibility of the Manager
"the Management Lease"	means a Lease made between (1) the Lessor and (2) the Manager comprising the Maintained Property to be completed following the last completion of the sale and purchase by the Lessor of the Dwellings
"Plans"	means the plan or plans annexed hereto and so marked
"the Properties"	means the apartments within the Estate other than the Demised Premises

"the Perpetuity Period"	means eighty years from the Commencement Date
"the Review Period"	shall mean each successive period of twenty one years from the Commencement Date
"the Review Value of the Block"	means the total of the open market value selling prices achieved by the Lessor of all the flats in the Block which the chartered surveyor referred to in Clause 3.2 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 Block
"Service Installations"	means all sewers drains channels ducts pipes watercourses gutters mains wires cables conduits aerials tanks street lighting systems apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water within the Estate
"the Leisure Facility"	means that building or buildings on the Estate containing a swimming pool, spa bath, gymnasium, sauna, business centre and/or such other facilities as may be constructed at any time within the Perpetuity Period and if there is only one building then it means all of the above including the structural and non-structural parts the roofs gutters rainwater pipes support structures foundations thereunder floors (including if any the floor slab separating the building from any underground parking facility thereunder but not the lower surface of the said slab) all walls and all external parts of the building and all Service Installations not used solely for the purpose of an individual Dwelling

2. INTERPRETATIONS

- 2.1 Words importing one gender shall be construed as importing any other gender and Words importing the singular shall be construed as importing the plural and vice versa
- 2.2 Persons include companies and all other legal entities
- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision

and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time

- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

3. 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 Rule 251 of the Land Registration Rules 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 transferee or lessee 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 Estate and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to 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 event to be paid for the first Twenty-One years thereof by equal half yearly payments in advance on the First day of March and the First day of September in each year the first of such payments being a proportionate payment to be made on the execution hereof

- 3.1 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 Block as the Rent is of the First Value of the Block 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 such sum
- 3.2 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 ("the 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

- 3.3 The Surveyor may be requested to determine all or any of the rents of the Dwellings in the Block together
- 3.4 The Lessor and Lessee shall pay in equal shares the fees of the 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

4. THE LESSEE'S COVENANTS

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees or transferees of the Properties HEREBY COVENANTS:

- 4.1 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
- 4.2 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
- 4.3 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

5. 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

6. 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 Block or the Estate 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 (ascertained by postal ballot) of the Dwellings in the Block or the Estate as the case may be

7. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

- 7.1 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
- 7.2 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
- 7.3 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 Estate
- 7.4 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 Estate or for the general convenience of the occupiers of the Dwellings
- 7.5 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 Lessor
- 7.6 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period
- 7.7 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

- 7.8 If for any reason the repair rebuilding or reinstatement of either the Block or the Underground Parking Block 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 Sixth and Tenth Schedules the obligation in the Tenth Schedule shall thereupon be deemed to have been discharged and the Manager 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
- 7.9 If after the elapse of Five (5) years following the last completion of the sale and purchase of the Dwellings the obligations of the Manager under the terms and conditions of the plot transfers and plot leases of the Estate shall be required by a majority of more than 75% of the lessees thereof (on the basis of one vote per Dwelling) to be undertaken other than by the Manager or its managing agent then the Manager shall as soon as reasonably practicable procure that its successor ("the Nominee") shall undertake the management of the Communal Area and Facilities and other areas maintained under the terms of the leases of the leasehold Dwellings and shall transfer to the Nominee the Management Lease firstly for the consideration of One pound (£1.00) and secondly in return for all the reasonable and proper costs and disbursements incurred by the Manager in any such transfer and such transfer shall contain a covenant on the part of the Nominee to perform all the covenants on the part of the Manager herein contained and to indemnify the Manager against all costs actions claims and demands made against the Manager in respect of any breach non-performance or non-observance of such covenants
- 7.10 The parties hereto declare that they do not intend any term hereof to be enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

8. RESTRICTION

THE Lessor and the Lessee hereby apply to the Chief Land 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 dealing by the proprietor of the land in this Title (except a charge dated contemporaneously with a transfer or made in exercise of the power of sale in any registered charge) is to be registered unless accompanied by a certificate by the secretary or other proper officer of Peverel OM Limited of PO Box No 63 Marlborough House Wigmore Place Wigmore Lane Luton Bedfordshire LU2 9EX that notice of such dealing has been given to the said Peverel OM Limited"

9. CERTIFICATE OF VALUE

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 Estate

ALL THAT piece of land situate at Century Wharf Cardiff now or formerly comprised in Title Number WA901324 together with all or part of 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

1. The Communal Areas and Facilities
2. The entrance halls passages landings staircases and other internal parts of the Buildings 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
3. All the structural parts of the Buildings including the roofs gutters rainwater pipes foundations floors and walls bounding individual Dwellings therein and all external parts of the Buildings including all window frames and all external decorative parts ancillary thereto
4. The Accessways
5. For the purpose of cleaning only the external glazed surface of the external windows of the Communal Areas in the Buildings
6. All Service Installations not used solely for the purpose of an individual Dwelling
7. The Underground Parking Block
8. The surface of all parking spaces and any associated pergola structures
9. Procurement of the metered supply of domestic cold water for consumption by the occupiers of the Dwellings together with all standing charges (including drainage standing charges) relating thereto
10. The Leisure Facility

EXCEPTING AND RESERVING from the Maintained Property:

- (i) the glass and windows and exterior doors of all individual Dwellings SAVE FOR the external decorative parts thereof which for the avoidance of doubt shall form part of the Maintained Property

- (ii) 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 within individual Dwellings
- (iii) all Service Installations exclusively serving individual Dwellings

THE THIRD SCHEDULE

The Demised Premises

1. ALL THAT apartment including (if any) the floor surface only of any balcony or patio or the like co-extensive with the Demised Premises shown edged red on the Plan being part of the Block 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 walls
5. internal walls which are not main structural walls and which divide the flat from adjoining Properties or the common parts of the Block 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 internal communal areas of the Block TOGETHER WITH Service Installations used solely for the purpose of this flat

EXCEPTING AND RESERVING from the demise the main structural parts of the Block 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 Estate
2. The right of support and shelter for the Demised Premises by and from the other parts of the Estate and the Block

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 Estate 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 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 Facilities and Accessways and over and along the passageways corridors and staircases forming part of the common parts of the Block
6. The right to exclusive use of the Parking Space as designated by the Lessor or the Manager from time to time 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 security door entry system and
 - 7.2 the communal television reception system
 - 7.3 the refuse chute within the Block
 - 7.4 the Communal Areas and Facilities
 - 7.5 the Leisure Facility
8. The right to use in common with all others entitled to a like right on a first come first served basis any parking space marked "V" on the Plan (if any) for the temporary parking of visitors private motor vehicles not exceeding three tonnes gross laden weight
9. (Following the grant of the Management Lease) the benefit of the rights reserved in the Second Schedule of the Management Lease so far as the same relate to the Demised Premises and so far as the same are not contained in this Schedule

THE FIFTH SCHEDULE

Rights to which the demise is subject

1. The right of support and shelter for the other parts of the Estate the Accessways and the Block and the Underground Parking Block by and from the Demised Premises

2. Such rights of access to and entry upon the Demised Premises by the Lessor its transferees 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 Estate for the repair decoration maintenance or inspection of other parts of the Estate
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 Estate (other than the Block) 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 Communal Areas and Facilities the Accessways the Underground Parking Block and the Leisure Facility but not so as to prejudice access to the Demised Premises or the Parking Space (as appropriate)
4. The right (so far as necessary in common with the Lessee) for the Lessor its transferees 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 Estate 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
5. (Following the grant of the Management Lease) the rights set out in the First Schedule to the Management Lease so far as the same affect the Demised Premises

THE SIXTH SCHEDULE

The Maintenance Expenses

PART "A"

(Estate Costs)

1. Keeping the gardens and grounds of and including any work of art or sculpture placed within the Communal Area and Facilities 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 thereto including any benches seats garden ornaments sheds structures or the like
2. Keeping the Accessways including all signage and road markings associated therewith and all other hard landscaped areas forming part of the Communal Area and Facilities in good repair and clean and tidy and clearing snow from the said accessways where necessary in particular to ensure safe access to and from the Underground Parking Block PROVIDED THAT there shall be no liability upon the Transferor or the Manager to carry out snow clearance unless requested by not less

than 85 % of the persons entitled to use the Accessways but it shall respond to reasonable requests for snow clearance

3. Repairing maintaining inspecting including cleaning blockages within and as necessary reinstating or renewing the Service Installations together with all lighting systems forming part of the Communal Area and Facilities and keeping the Communal Area and Facilities reasonably illuminated at appropriate times
4. Inspecting maintaining renting renewing reinstating replacing and insuring the electronic security 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
5. Keeping the estate management office generally in good order and condition and where necessary repairing maintaining inspecting reinstating redecorating and renewing the same together with any Service Installations relating exclusively thereto together also with all reasonable and proper overheads of whatever nature
6. Inspecting rebuilding repointing renewing cleaning or otherwise treating as necessary the refuse storage facilities provided for use by the occupiers of the Dwellings and arranging if required for the emptying of refuse storage receptacles and using its reasonable endeavours to eradicate any pest infestation which may affect the Estate
7. Repairing maintaining cleaning inspecting and insuring the Leisure Facility including the purchasing and leasing of any equipment supplies systems or any other items that the Manager may from time to time consider necessary

PART "B" (Apartment Costs)

1. Insuring and keeping insured the Block and all other structures (if any) 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 Manager shall reasonably decide PROVIDED ALWAYS:
 - 1.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
 - 1.2 The Manager shall determine a reputable Company or office with which the insurance is to be placed and the sum insured
 - 1.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
 - 1.4 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 this Schedule recoverable from the lessees accordingly insofar

as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time

- 1.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
2. Inspecting repairing rebuilding repointing renewing redecorating cleaning or otherwise treating as reasonably necessary and keeping all the internal and external parts of the Maintained Property comprised in the Block in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
3. Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances/systems communal telecommunication reception apparatus electronic door entry system(s) lifts and such other equipment or systems relating to the Block 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. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations within or exclusively serving the Block but not exclusively serving individual Dwellings and forming part or parts of the Maintained Property
5. Redecorating all the external and internal parts of the Block forming part of the Maintained Property including all doors doorframes windows and window frames so often as in the opinion of the Manager it shall be reasonably necessary

PART "C"

(Refuse Chute Costs)

1. Inspecting rebuilding repointing renewing cleaning or otherwise treating if necessary the refuse chute provided for use by the occupiers of certain Dwellings and arranging for the removal and emptying of the refuse chute bins as often as is reasonably required

PART "D"

(Penthouse Window Cleaning Costs)

1. Keeping cleaned the external windows of the penthouse Dwellings in the Block on a monthly basis or as frequently as in the reasonable opinion of the Manager it shall be necessary

PART "E"

(Cold Water Costs)

1. Paying all standing charges relating to the metered supply of domestic cold water to the Dwellings together with all associated drainage standing charges

PART "F"

(Surface and Pergola Car Space Costs)

1. Inspecting repairing rebuilding renewing cleaning sweeping or otherwise treating as reasonably necessary and keeping the surface car park spaces in good and substantial repair and condition and renewing and replacing all worn or damaged parts thereof
2. Providing sufficient lighting of the surface car park and all payments associated with the relevant electricity supply
3. Redecorating as reasonably necessary the pergolas situated on the Development

PART "G"
(Garage Costs)

1. Insuring and keeping insured the Garage 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 Manager shall reasonably decide PROVIDED ALWAYS:
 - 1.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
 - 1.2 The Manager shall determine a reputable Company or office with which the insurance is to be placed and the sum insured
 - 1.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
 - 1.4 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 this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time
 - 1.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
2. Inspecting repairing rebuilding repointing renewing redecorating cleaning or otherwise treating as reasonably necessary and keeping the garages in good and substantial repair order and condition renewing and replacing all worn or damaged parts thereof

PART "H"
(Underground Parking Block Costs)

1. Insuring and keeping insured the Underground Parking Block 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 Manager shall reasonably decide PROVIDED ALWAYS:

- 1.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
- 1.2 The Manager shall determine a reputable Company or office with which the insurance is to be placed and the sum insured
- 1.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
- 1.4 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 this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time
- 1.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
2. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part or parts of the Underground Parking Block
3. The cost of the provision and renewal of any licence (or other forms of consent of whatsoever nature) relating to the operation of the Underground Parking Block
4. Inspecting repairing rebuilding repointing renewing redecorating cleaning or otherwise treating as reasonably necessary and keeping all the parts of Underground Parking Block in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof

PART "J"

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

1. Insuring any risks (including material and third party liability 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 from time to time as may be reasonably necessary in connection with the upkeep of the Maintained Property and the general management of the Estate
3. 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 transferee or 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 Estate or any part thereof insofar as the same is not the liability of or attributable to the Lessee or any individual transferee or lessee of any of the Properties
6. Preparing and supplying to the Lessee and any lessee of any of the Properties 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 (save that all the fees of such managing agents shall be met from the management fee more particularly described in paragraph 12 of this Schedule) or consultants or similar and the payment of all costs and expenses incurred by the Manager:
 - 7.1 The running and management of the Estate and the collection of the rents and service charges and in the enforcement of the covenants and conditions and regulations contained in the Estate transfers and leases and any Estate Regulations
 - 7.2 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 owner of the Properties in the Estate or on the Manager in respect of the Estate or the curtilages thereof or all or any of the Dwellings or parking spaces therein and
 - 7.3 The valuation of the Block and the Underground Parking Block from time to time for insurance purposes
 - 7.4 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 transferee or 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 Estate insofar as such compliance is not the responsibility of the transferee or 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. The reasonable and proper management fee from time to time (which shall contain a profit element) of the Manager relating to its management of the Estate
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 Property
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 Estate 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 Block or any other part of the Communal Area and Facilities (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 transfer or lease of any part of the Estate or any claim by or against any transferee lessee or tenant thereof or by any third party against the Manager as owner lessee or occupier of any part of the Estate

THE SEVENTH SCHEDULE

The Lessee's Proportion of Maintenance Expenses

1. The Lessee's Proportion means:
 - 1.1 The Part A Proportion of the costs 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 "J" 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 costs attributable to the costs in connection with the matters mentioned in Part "B " of the Sixth Schedule and of whatever of the matters referred to in Part "J" 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 costs 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 "J" 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 costs attributable to the costs in connection with the matters mentioned in Part "D" of the Sixth Schedule and of whatever of the matters referred to in Part "J" 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
- 1.5 the Part E Proportion of the costs attributable to the Underground Garage Block in connection with the matters mentioned in Part "E" of the Sixth Schedule and of whatever of the matters referred to in Part "J" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "E" of the said Schedule
- 1.6 the Part F Proportion of the costs attributable to the costs in connection with the matters mentioned in Part "F" of the Sixth Schedule and of whatever of the matters referred to in Part "J" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "F" of the said Schedule
- 1.7 the Part G Proportion of the costs attributable to the costs in connection with the matters mentioned in Part "G" of the Sixth Schedule and of whatever of the matters referred to in Part "J" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "G" of the said Schedule
- 1.8 the Part H Proportion of the costs attributable to the costs in connection with the matters mentioned in Part "H" of the Sixth Schedule and of whatever of the matters referred to in Part "J" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "H" of the said Schedule
2. If due to any re-planning of the layout of the Estate or the Block or the Underground Parking Block 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 or parking spaces comprising the Estate or Block or Underground Parking Block (as the case may be) and to notify the lessees accordingly and in such case as from the date specified in the notice the new Proportion applicable to any one or more of Part A – Part H notified to the Lessee in respect of the Demised Premises shall be substituted for those set out in Paragraph 1 and the new said Proportions shall be notified by the Manager to the other lessees and transferees in respect of the Properties and shall be substituted for those set out in their leases or transfers
3. The certification of the accountant referred to in Paragraph 9 of Part "J" 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 Schedule 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 Estate
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 August 2001 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
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 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
 - 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 (or to the Lessor in the event that the Lessor is managing pursuant to paragraph 1 of the Ninth 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 Barclays Bank plc Base Rate from time to time on all sums payable by way of Rent or service charge which shall be in arrears 21 days 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 dilapidations and notices and any inspection to ascertain certain 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 Schedule (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 Estate 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 Estate to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Estate but shall act carefully and reasonably doing as little damage as possible to any part of the Estate 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 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 Estate 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 Estate (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 Estate 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 in 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 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
25. Not at any time during the Term:
 - 25.1 to 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 with the prior written consent of the Manager or its agents in the case of an assured shorthold tenancy agreement or any other form of agreement which does not create any rights of tenancy beyond the term of any such agreement (such consent not to be unreasonably withheld or delayed)

- 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)
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 (which expression shall in this sub-clause include any under-lease aforesaid) of the whole of the Demised Premises to insert a covenant by the assignee underlessee (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 aforesaid) 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 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 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 Block
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 Estate

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. 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 Estate other than as provided in clause 8 of the Fourth Schedule
3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Estate
4. Not to carry out nor allow to be carried out on a commercial basis any vehicle maintenance on any part of the Estate
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Parking Space to an unreasonable condition or to abandon any vehicle whatsoever on any part of the Estate 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
6. Not to obstruct at any time the Underground Parking Block or any accessways roadways entrances stairways or corridors on the Estate
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 transferees 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:
 - 8.1 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 transferees and 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
 - 8.2 if a Nominee is appointed pursuant to Clause 7.10 then the Lessee will join with the transferees and lessees of the Properties in arranging for the substitution of the Manager by the Nominee including (without limitation) entering into a deed of

covenant whereby the Nominee agrees to observe and perform the covenants and obligations of the Manager under this Lease and the Lessee agrees to observe and perform the covenants and obligations of the Lessee under this Lease

9. 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
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 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 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 and transfers granted by the Lessor of the Properties contain covenants on the part of the various lessees and transferees to observe the like obligations as are contained in the Eighth Schedule as appropriate to each type of dwelling
3. 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
4. That as soon as practicable after the completion of the Demised Premises the Lessor will in accordance with its construction programme undertake the phased completion of the surfacing of the Communal Area and Facilities and Accessways and the landscaping of the Estate forming part of the Maintained Property PROVIDED THAT the Lessor will ensure that the Lessee is afforded access to adopted public highways at all times
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

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) to 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 applicable to the type of Property) 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

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 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 PROVIDED THAT 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 its best 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 and transferees of any of the Dwellings
3. To 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 and transferees 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 and transferee 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. 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 of such part or parts of the Estate 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 the Eighth Schedule have been reasonably complied with

THE COMMON SEAL of)
WESTBURY HOMES (HOLDINGS))
LIMITED was hereunto affixed in the)
presence of:

Authorised Signatory

[Handwritten signature in blue ink]

Authorised Signatory

[Handwritten signature in blue ink]

SIGNED as a **DEED** by **PEVEREL OM**)
LIMITED acting by its attorney)
~~[D A Billson/A E Billson/M W White]~~)
in the presence of)

[Handwritten signature in blue ink]

Signature of witness

[Handwritten signature in blue ink]

Name:

[Handwritten name in blue ink]

Address: c/o Peverel OM Limited
Marlborough House Wigmore Lane
Luton LU2 9EX



SIGNED as a **DEED** by
THE LESSEE
in the presence of:

)
)
)

Signature of witness:

Name:

Address: