

DATED

1990

LODGEDAY PROPERTIES plc and
J.S. HOWARD, ESQ.

(1)

PARK VIEW COURT (NOTTINGHAM)
MANAGEMENT COMPANY LIMITED

(2)

(3)

L E A S E

of
Flat [] Park View Court
Bath Street
Sneinton,
Nottingham

For a term of 199 years
at an initial rent of
£50 per annum

Birkett Westthorp & Long
20-32 Museum Street
Ipswich
IP1 1HZ

(Our ref: PDT503L2)

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

County & District: NOTTINGHAMSHIRE - NOTTINGHAM
Title Number: PART OF NT 250716
Property: FLAT AT PARK VIEW COURT BATH
STREET SNEINTON NOTTINGHAM
(formerly Victoria Park View Flats)

LEASE OF PART

THIS LEASE is made the day of One thousand nine hundred and ninety B E T W E E N LODGEDAY PROPERTIES plc whose registered office is at Kentford Lodge Kentford Newmarket Suffolk and JOHN SAMUEL HOWARD For Privacy this address has been blanked out (hereinafter together called "the Lessor" which expression shall unless the context otherwise requires include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted) of the first part PARK VIEW COURT (NOTTINGHAM) MANAGEMENT COMPANY LIMITED whose registered office is at 20-32 Museum Street Ipswich Suffolk (hereinafter called "the Management Company") of the second part and the person or persons whose name and address is specified in Part I of the First Schedule hereto (hereinafter called "the Lessee") which expression shall unless the context otherwise requires include the person or persons deriving title under the Lessee) of the third part

WHEREAS

- (1) In this Lease
- (a) "The Lessor's Property" means the property situate at and known as Park View Court Bath Street Sneinton Nottingham including the Building as hereinafter defined and also any car parking area gardens outbuildings and other grounds appurtenant thereto as is being registered at H.M. Land Registry under Title No. NT 250716 and TOGETHER ALSO WITH such other land and premises which the Lessor may from time to time hereafter in its absolute discretion consider may

be conveniently managed and maintained in conjunction with the Lessor's Property as firstly hereinbefore defined

- (b) "The Building" means the building or buildings together known as Park View Court Bath Street Sneinton Nottingham which is included in the Lessor's Property
- (c) "The flat" and "the flats" means one or more as the case may be of the flats into which part of the Building has been divided
- (d) "The car parking area" means that part of the Lessor's Property which may from time to time during the term of this Lease be set aside for and marked out for the parking of private motor vehicles belonging to:-
 - (i) the Lessor and/or the Management Company
 - (ii) the invitees licensees agents contractors and employees of the Lessor and the Management Company
 - (iii) the Lessee
 - (iv) the owners and occupiers of the other flats within the Building
- (e) "Conduits" means and includes shafts flues ventilators ducts cisterns tanks radiators water and gas and electricity supply pipes sewers drains tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current and all valves taps and switches appertaining thereto but shall not include any wires cables or apparatus belonging to any public utility supply authorities or any person or corporation supplying any television aerial rediffusion service or internal telephone system
- (f) "The Agent" means the managing agent employed by the Management Company from time to time
- (g) "The Surveyor" means the Surveyor employed by the Lessor or the Management Company from time to time
- (2) The Lessor intends when the occasion arises to demise the flats comprised within the Building and to make regulations governing the use of the car parking area and any common parts and facilities comprised in the Lessor's Property in

accordance with a general scheme and that in every such Lease (other than leases at rack rent) of an individual flat the lessee thereof shall enter into covenants and obligations and restrictions as or substantially as hereinafter stated to the intent that the lessee for the time being of any flat (other than as aforesaid) may be able to enforce the performance and observance thereof by the lessees for the time being of the other flats so demised

- (3) The Lessor has agreed with the Lessee for the grant to the Lessee of a lease of the demised premises (as hereinafter defined) for the consideration and at the rent and on the terms and conditions hereinafter appearing
- (4) The Management Company has agreed with the Lessee to enter into the covenants hereinafter contained in consideration of the covenants on the part of the Lessee hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum mentioned in Part II of the First Schedule hereto paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid performed and observed the Lessor hereby demises unto the Lessee ALL THAT the premises the details whereof are set forth in Part III of the said First Schedule (hereinafter called "the demised premises") TOGETHER WITH (to the exclusion of all others) the easements rights and privileges specified in the Second Schedule hereto SUBJECT as therein mentioned EXCEPT AND RESERVING as specified in the Third Schedule hereto AND TOGETHER WITH but SUBJECT TO all matters contained or referred to or to be contained or referred to in the Property and Charges Registers of Title Number NT 250716 so far as the same affect the demised premises or the use thereof TO HOLD the same unto the Lessee for the term of one hundred & ninety-nine years calculated from the 25th day of December One thousand nine hundred and eighty-nine YIELDING AND PAYING therefor yearly during the said term hereby granted for the first fifty years of the said term the yearly rent of

Fifty Pounds for the second fifty years of the said term the yearly rent of One hundred Pounds for the third fifty years of the said term the yearly rent of Two hundred Pounds and for the residue of the said term the yearly rent of Four hundred Pounds such rent to be paid by one yearly payment in advance on the 25th day of December in every year PROVIDED ALWAYS that should the ground rent hereinbefore reserved at any time during the term hereof exceed two-thirds of the rateable value of the demised premises as at the appropriate day as set out in the Rent Act 1977 or any rateable value subsequently imposed by any statutory re-enactment thereof there shall be substituted for as long as such ground rent so exceeds two-thirds of the rateable value but no longer a ground rent of One Pound less than two-thirds of such rateable value SAVE THAT this proviso shall not apply for such period or periods during which the full rent payable hereunder does not give the Lessee security of tenure by virtue of the provisions of the Rent Act 1977 or any statutory re-enactment thereof A due proportion of the said rent from the date hereof to the 25th day of December next shall be paid by the Lessee on the date hereof

2. THE Lessee hereby covenants with the Lessor and with the Management Company as follows:-

- (1) To pay at the times and in the manner in which the same are herein reserved and made payable the yearly rent hereby reserved
- (2) To pay and discharge and keep the Lessor and the Management Company indemnified from and against:-
 - (a) all existing and future rates taxes duties charges assessments impositions and outgoings whatever (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the said term assessed charged imposed on or payable in respect of the demised premises or any part thereof whether by the Lessor or the Management Company or the Lessee or the owner or

occupier for the time being thereof PROVIDED ALWAYS that if any such outgoings as aforesaid shall be assessed or charged upon the Building or upon the Lessor's Property as a whole or any part thereof including the demised premises the Lessee shall be liable for such proportion thereof as the Surveyor shall certify to be reasonable

- (b) Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable (whether as a result of an election by the Lessor or the Management Company or otherwise) in respect of rent or any other payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessor or the Management Company where the Lessee agrees in this Lease to reimburse the Lessor or the Management Company (as applicable) for such payment
- (3) Not to injure cut or maim any of the walls ceilings floors doors windows or partitions of the demised premises or any part or parts thereof and not to make any structural alterations or structural additions to the demised premises or any part or parts thereof or the internal arrangements thereof nor remove any of the Lessor's or the Management Company's fixtures without the previous consent in writing of the Lessor and/or the Management Company (as applicable) (such consent not to be unreasonably withheld) PROVIDED THAT such plans and specifications of any such alterations or works as the Surveyor shall deem necessary shall be first submitted to the said Surveyor for his approval and the Lessee shall pay the fees of the said Surveyor for approving the said plans and specifications and supervising the works and shall also pay the proper legal costs of the Lessor and the Management Company in connection with any such licence
- (4) Once in every five years of the said term and also during the last three months or at the sooner determination thereof to the reasonable satisfaction of the Surveyor to wash paint varnish and enamel all the inside wood and ironwork usually painted varnished and enamelled of the demised premises with two coats

of good quality paint and varnish and enamel in a suitable and workmanlike manner and to whiten wash and paint all ceilings and colour and strip and re-paper or otherwise decorate in a style appropriate to a property of like character all the wall surfaces of the demised premises and otherwise keep the demised premises in good and substantial repair and decorative state throughout the term

- (5) To pay to the Lessor on demand all costs charges and expenses (including Solicitors' costs and Surveyors' fees) properly incurred by the Lessor or which may become payable by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (6) In relation to "the Planning Acts" which in this Lease means the Town & Country Planning Acts 1962 to 1981 and any subsequent legislation of a similar nature and any statutory modification or re-enactment thereof for the time being in force and any order instrument plan regulation permission and directive made or issued or to be made or issued thereunder or deriving validity therefrom:-
 - (a) At all times during the said term to comply in all respects with the provisions and requirements of the Planning Acts and all licences consents permissions and conditions (if any) already or hereafter to be granted or imposed thereunder or under any enactment repealed thereby so far as the same respectively relate to or affect the demised premises or any part or parts thereof or any operations works acts or things already or hereafter to be carried out executed done or omitted therefrom or the use thereof for any purpose
 - (b) During the said term so often as occasion shall require at the expense in all respects of the Lessee to obtain from the Local Authority the Local Planning Authority and/or the Secretary of State for the Environment (or other appropriate minister) all such licences consents and permissions (if any) as may be required for the carrying out by the Lessee of any operations on the demised

premises or any part or parts thereof which may constitute development within the meaning of the Planning Acts but so that the Lessee shall not make any application for planning permission without the prior written consent of the Lessor

(c) To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by the Lessee of any such operation or in the institution or continuance by the Lessee of any such use as aforesaid

(d) Notwithstanding any consent which may be granted by the Lessor under this Lease not to carry out or make any alteration or addition to the demised premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by or for which the consent of the Lessor is required to be obtained under this Lease and for which a planning permission needs to be obtained) before a planning permission therefor has been produced to the Lessor and the Management Company and acknowledged by it as satisfactory to it but so that the Lessor may refuse so to express satisfaction with any such planning permission on the grounds that the period thereof or anything contained therein or omitted therefrom in the reasonable opinion of the Lessor or its surveyor would be or be likely to be prejudicial to the Lessor's interest in the demised premises whether during the said term or following the expiration or determination thereof

(e) Unless the Lessor shall otherwise in writing direct to carry out before the expiration or sooner determination of the said term any works stipulated to be carried out to the demised premises as a condition of any planning permission which may have been granted during the said term whether or not the date by which the planning permission requires such works to have been carried out falls within the said term

(f) If and whenever called upon in writing so to do to produce to the Lessor and to the Management Company and its surveyors and as they may respectively

direct all such plans documents and other evidence as the Lessor and the Management Company may require to satisfy itself that the provisions of this covenant have been complied with in all respects

(g) In any case where the permission for any development granted by the Local Planning or other Authority has been granted subject to conditions the Lessor and the Management Company shall be entitled as a condition of giving consent to the carrying out of the works or making any change of use to require the Lessee to provide reasonable security for the compliance with the conditions imposed as aforesaid and the operation shall not be commenced or the change of use put into effect until such reasonable security shall have been provided to the satisfaction of the Lessor

(h) At all times to indemnify and keep indemnified the Lessor and the Management Company against all actions proceedings claims expenses and liability in respect of any such contravention arising out of anything done omitted or suffered during the said term

PROVIDED THAT nothing herein contained shall entitle or be deemed to entitle the Lessee to use the flat comprised within the the demised premises other than as a private residence in the occupation of one family only

- (7) Forthwith after service upon the Lessee of any notice or order or proposal for a notice or order affecting the demised premises or any part or parts thereof served by any person body or authority (other than the Lessor or the Management Company) to deliver a true copy thereof to the Lessor and the Management Company and if so required by the Lessor to join (at the expense of the Lessee) with the Lessor and the Management Company (if applicable) in making such representations to any such person body or authority concerning any proposals affecting the demised premises as the Lessor may reasonably consider desirable and (at the expense of the Lessee) to join with the Lessor and the Management Company in any such appeal against any order or direction affecting the demised premises as the Lessor may consider desirable

- (8) Not to assign transfer underlet or part with the possession of part only of the demised premises in any way whatsoever
- (9) Not to assign transfer underlet or part with the possession of the demised premises as a whole during the last seven years of the term hereby granted without the previous consent in writing of the Lessor such consent not to be unreasonably withheld and in any case subject to the provisions of sub-clauses (10) (11) and (12) hereof
- (10) (a) Not at any time to assign sub-let for a period exceeding twelve months or part with possession of the whole of the demised premises or permit or suffer the same to be done unless there shall previously have been executed at the expense of the Lessee and delivered to the Lessor for retention by it a Deed expressed to be made between the Lessor of the first part the Management Company of the second part the Lessee of the third part and the person or persons to whom it is proposed to assign sub-let or part with possession as aforesaid of the fourth part whereby the person to whom it is proposed to assign sub-let or part with possession shall have covenanted directly with the Lessor and separately but directly with the Management Company to observe and perform throughout the said term the covenants on the part of the Lessee herein contained including the covenant contained in this sub-clause but excluding in the case of a sub-letting the covenant to pay the rent hereby reserved PROVIDED ALWAYS that the Lessor and the Management Company shall not themselves be required to execute such Deed
- (b) Not to assign the demised premises to a person who does not on or before such assignment accept membership of the Management Company and immediately thereafter become registered as a member thereof in place of the previous or current Lessee (as applicable)
- (c) Upon any transaction or disposition to which the Lessee is a party or over which he has control involving a change or a contract for a change in the ownership of the demised premises to procure that the person becoming or

contracting to become as a result of such transaction or disposition the owner of the demised premises (which expression shall be deemed to include any assignee of this Lease and any person holding as under-tenant for substantially the whole of the unexpired part of the term hereby granted but excluding any mortgagee) shall at all times during the period of ownership of the demised premises be registered as a member of the Management Company

- (11) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to give to the Lessor or its Solicitors for the time being notice in writing of every assignment or transfer of this Lease or mortgage or legal charge of this Lease or the demised premises and also every underlease of the demised premises for a term exceeding twelve months and every assignment of such underlease and also every probate letters of administration order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or any such underlease as aforesaid and to produce to the Lessor or its said Solicitors a certified copy of every such document aforesaid for the purpose of registration and for such registration to pay to the Lessor or to its said Solicitors a registration fee of Twenty pounds or such other fee as the Lessor or the Lessors Solicitors may reasonably determine in respect of each such notice and documents or instruments so produced together with the appropriate Value Added Tax payable thereon and also such fee (with Value Added Tax thereon) as may from time to time be determined by the Management Company or its Solicitors for dealing with the registration of any transfer of shares in the Management Company

- (12) At the expiration or sooner determination of the said term peaceably to surrender and yield up to the Lessor the demised premises and each and every part thereof together with all additions and improvements thereto and all the Lessor's fixtures and fittings in good and substantial repair and condition

replacing with new items of similar kind and quality or repairing such fixtures and fittings which shall become in need of repair or replacement

3. IN accordance with the said general scheme and for the benefit of the lessees of the other flats comprised in the Lessor's Property and in the Building (other than lessees at rack rents) the Lessee HEREBY COVENANTS with the Lessor and separately with the Management Company and separately with the lessees for the time being of the other flats comprised in the Lessor's Property and in the Building (other than lessees at rack rents) and with each of them that the Lessee will from time to time and at all times hereafter during the said term:-

- (1) Keep the demised premises as herein defined (other than the parts thereof to be maintained by the Management Company pursuant to covenants in that behalf hereinafter contained) and all internal partition walls timbers floors and ceilings conduits windows and window frames glass doors and door frames locks fastening hinges and any appurtenances thereto belonging and including all decorations as specified in Part III of the First Schedule clear and in good and substantial repair and condition clean and tidy and properly cleansed lighted or tended and in particular so as to support shelter and protect the parts of the Building other than the demised premises and as occasion requires thoroughly to clean all windows serving the demised premises at least once in every month and to keep all conduits free from obstruction PROVIDED THAT before repairing any conduits which are the responsibility of the Lessee by the terms hereof the Lessee shall give notice to the Surveyor stating the nature of the defect or damage thereto and in repairing the same shall comply in all respects with the requirements of all local and statutory bodies having jurisdiction in the matter
- (2) (a) At all times during the said term at the Lessee's own expense to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Act of Parliament already or hereafter to be passed and any and every notice direction order regulation byelaw rule and condition already or hereafter to be

made under or in pursuance of or deriving effect from any such Act) or prescribed or required by any national public local or other authority so far as they relate to or affect the demised premises and each and every part thereof or the Lessor or the Management Company or the Lessee or any owner or occupier thereof or any additions or improvements thereto or the user thereof for any purpose

(b) To execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised officer or court of competent jurisdiction under or in pursuance of any enactment are or may be directed or required to be executed provided or maintained at any time during the said term upon or in respect of the demised premises or any part or parts thereof or additions or improvements thereto

(c) To indemnify the Lessor and the Management Company at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted in or about the demised premises or any part or parts thereof any act or thing by reason of which the Lessor or the Management Company may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

(d) To pay to the Management Company upon demand all proper costs charges and expenses (including surveyors architects and other professional advisers fees) or a fair and reasonable proportion thereof (to be conclusively determined by the Management Company or its surveyor from time to time) incurred by the Management Company of or incidental to:

(i) complying with all provisions and requirements of any and every enactment prescribed or required by any public local or other authority and

- (ii) executing all works and providing all arrangements which may be directed or required as aforesaid so far as the same relate to any premises being used or enjoyed by the Lessee in common or jointly with any other person or persons or the user thereof
- (3) (i) Observe and perform all and singular the regulations and obligations set out in all parts of the Fourth Schedule hereto
- (ii) Observe and perform all covenants restrictions and other matters contained or to be contained in the Property and Charges Registers of Title Number NT 250716 so far as the same relate to or affect in any way the use or occupation of the demised premises and also so far as the same relate to or affect the use of the Lessor's Property by the Lessee and to indemnify and keep indemnified the Lessor and the Management Company against any non-observance or breach thereof
- (4) (i) In the event of the destruction or the damage to the demised premises or any part of parts thereof in circumstances where the insurance monies as provided herein relating thereto shall be withheld in whole or in part by reason of any act or default on the part of the Lessee or any party claiming through or under the Lessee then the Lessee shall forthwith make payment to the Lessor or (if the Lessor shall direct) to the Management Company of the amount of such monies so withheld
- (ii) Not to effect or permit or suffer to be effected by any party any insurance against any of the risks as provided in the Fifth Schedule hereto in respect of or relating to the demised premises save when the Management Company has failed to insure the same
- (iii) Forthwith upon being aware of the happening of any event or thing against which insurance has been effected by the Management Company under the provisions herein contained to give notice thereof in writing to the Lessor
- (5) Comply with and observe any altered amended substituted or additional regulations which the Lessor or the Management Company or the Agent of the

Lessor or the Management Company may consistently with the provisions of this Lease make to govern the use of the demised premises and the other flats and the common parts of the Building and also the Lessor's Property including the car parking area and any common parts or facilities (as hereinbefore described) as the Lessor or the Management Company may in its absolute discretion think fit. Such regulations may be restrictive of acts done in the Building or on the Lessor's Property detrimental to its character or amenities. Any costs, charges or expenses incurred by the Lessor or its Agent or the Management Company or its Agent in preparing or supplying copies of such regulations or doing work for the improvement of the Building or the Lessor's Property, providing services or employing porters, caretakers or other employees shall be deemed to have been properly incurred by the Lessor or the Management Company in pursuance of its obligations under the Fifth Schedule hereto.

- (6) Permit the Lessor and the Management Company and its Surveyors and Agents with or without workmen at all reasonable times during the said term upon reasonable notice (except in the case of emergency) to enter upon and examine the condition of the demised premises and each and every part thereof and to take an inventory of the Lessor's fixtures and fittings therein and about the same and thereupon the Lessor, the Management Company or the Agent as the case may be may serve upon the Lessee notice in writing specifying any repairs necessary to be done and for which the Lessee is liable under his covenants herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within six weeks (or sooner in the case of emergency) after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessor and the Management Company and its Agents to enter upon the demised premises and each and every part thereof and execute such repairs and the cost thereof and of the preparation and service of the said notice shall be a debt due from the Lessee to the Lessor or the

Management Company as the case may be and be forthwith recoverable by action

- (7) Permit the Lessor and the Management Company and any other person with the prior written consent and authority of the Lessor or the Management Company and the Surveyor and Agent with or without workmen and others at all reasonable times on reasonable notice (save in the case of emergency) to enter into and upon the demised premises or any part thereof for the purposes of altering or amending any part of the Building or the Lessor's Property in order to comply with any statutory or byelaw requirement and repairing any part of the Building or the Lessor's Property and for the purpose of making installing repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all conduits and other conveniences and services common to the flats comprised in the Building and the Lessor's Property or belonging to or serving or used for the Building or the Lessor's Property or necessary to comply with any such requirement for the time being in force and also for the purpose of cutting off the supply of water to the demised premises or any other flat in the Building in respect whereof the Lessee or the occupier of such other flat as the case may be shall have made default in paying his share of the water rate the persons exercising any of such rights in each case making good any damage thereby occasioned to the demised premises
- (8) Not to stop up darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new window light opening doorway path passage or drain or other encroachment or easement to be made or acquired into against or upon the demised premises and in case any such window light opening doorway path passage or other encroachment or easement shall be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Lessor and to the Management Company and at the request and cost of the Management Company to adopt such means as may be

reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

- (9) To pay to the Management Company or its duly appointed Agent in respect of each year ending on the Twenty-fourth day of December (hereinafter called the "maintenance year") the total percentage applicable to the demised premises specified in Part IV of the First Schedule hereto (which percentage shall be variable (as stated in sub-clause (13)) of the costs charges expenses and management fees from time to time incurred by the Management Company in carrying out or in procuring the carrying out of its obligations under the Fifth Schedule hereto including a percentage of the premium on all policies of insurance (hereinafter called "the maintenance charges") such amounts to be paid as hereinafter provided PROVIDED THAT in respect of the period from the date hereof to the Twenty-fourth day of December next the Lessee shall pay a proportionate part attributable to such period of the maintenance charges attributable to the demised premises as a whole for the current maintenance year as the Surveyor shall determine
- (10) To pay to the Management Company or its duly appointed Agent in advance on the Twenty-fourth day of June and the Twenty-fifth day of December in each year on account of the maintenance charges payable by the Lessee one half of such amount as the Management Company shall certify to be the estimated amount of the maintenance charges attributable to the demised premises as a whole for such maintenance year (such certificate (save in the case of manifest error) to be final and binding on the Lessee)
- (11) To pay to the Management Company or its duly appointed Agent on the execution hereof by way of advance payment on account of the maintenance charges and rent payable in respect of the demised premises as a whole in respect of the period specified in Part V of the First Schedule hereto such amount as is therein specified

- (12) To pay to the Management Company or its Agent such sum or sums as the Management Company or its said Agent shall determine by way of management and administration fee
- (13) Within twenty-one days after the accounts of the management of the Lessor's Property and the Building for the maintenance year have been prepared and certified by the Management Company's Surveyor or Agent stating the amount of the maintenance charges attributable to the demised premises as a whole for that year (or a certified copy thereof) has been served on the Lessee (such certificate (save in the case of manifest error) to be final and binding on the Lessee) to pay to the Management Company the amount (if any) by which the maintenance charges payable in respect of the demised premises as a whole for such year exceed the amount paid on account in respect of such year PROVIDED THAT if the amount of such maintenance charges payable for the year in respect of the demised premises as a whole is less than the amount paid in advance on account thereof the excess shall be at the discretion of the Management Company either to be repaid to the Lessee or retained by the Management Company on account of payment due from the Lessee in future years PROVIDED THAT:-
- (i) If the Lessor's Property or the Building shall be altered reduced or extended so as to comprise more than or less than the present number of flats the part of the maintenance charge apportioned in respect of the demised premises shall be the said percentage or such higher or lower percentage as the Surveyor shall determine
- (ii) If in the opinion of the Surveyor it shall at any time become necessary or equitable to do so by reason of any of the flats ceasing to be habitable or any of the flats being compulsorily acquired or requisitioned or for any other reason the Surveyor shall recalculate the percentage appropriate on an equitable basis to the flats and notify the Lessees accordingly and in such case as from the date of such notification the new percentage specified to the Lessee in respect of the demised premises shall be

substituted for the total percentage applicable to the demised premises as a whole set out in Part IV of the First Schedule hereto and all references in this Lease to the percentage of the maintenance contribution based thereon

(iii) In the event of any dispute as to the amount of maintenance charges payable by the Lessee the certificate of the Management Company's auditors as to the amount thereof shall be conclusive and binding on all parties

(13) If demanded the Lessee shall pay interest to the Management Company upon any payment hereby covenanted to be made which is overdue such interest to be calculated upon the amount outstanding at the rate of 5 per cent over the base lending rate of National Westminster Bank plc from time to time such interest (if not paid) to be capitalised quarterly

4. THE Lessor HEREBY COVENANTS with the Lessee as follows:-

(1) That the Lessee performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor any person or persons rightfully claiming under or in trust for the Lessor

(2) So far as the circumstances allow that the Lessor will use all reasonable endeavours to require every person to whom it shall hereafter grant a lease of any flat comprised in the Lessor's Property or in the Building (other than leases at rack rents) to covenant to perform and observe obligations as or substantially as stated in Clauses 2 and 3 of this Lease (with such modification as regards contributions to the maintenance charges and the nature of the premises as the Lessor may deem appropriate to the property concerned) and to take all reasonable steps to enforce the same PROVIDED THAT the Lessee shall first indemnify the Lessor against all costs expenses and liability incurred or to be

incurred in respect of such enforcement and shall give to the Lessor such security therefor as the Lessor may reasonably require

- (3) In the event of the Management Company failing to carry out its obligations and covenants as specified in clause 5 below then (upon receipt of the maintenance charges from the lessees) to carry out such obligations and covenants until the Management Company or some other person or body undertakes to be responsible therefor

5. IN consideration of the covenants on the part of the Lessee herein contained and of the payment of the maintenance charges the Management Company HEREBY COVENANTS with the Lessee that SUBJECT TO the receipt by the Management Company of the maintenance charges from the Lessee throughout the term hereby granted the Management Company will provide and carry out or procure the provision and carrying out of the services particulars of which are set out in the Fifth Schedule hereto PROVIDED THAT (without affecting the generality of this paragraph) neither the Lessor nor the Management Company shall be liable for any failure or omission at any time or from time to time during the term hereby granted to provide supply or procure any or all of the said services if it shall be prevented hampered or restricted in any way from so doing by virtue of strikes lockouts non-availability of or restrictions upon supplies or materials or labour or other services weather conditions inevitable accident emergency act of God or by any cause whatsoever or howsoever arising and not within the control of the Lessor or the Management Company

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED that:

- (a) This Lease is made upon condition that if the rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for fourteen days after the same shall have become due (whether formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein or on the part of the Lessee to be performed or observed then it shall be lawful for the Lessor to re-enter upon the demised premises or any part or parts thereof in the name of

the whole and peaceably to hold and enjoy the demised premises henceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Lessor or of the Management Company (in respect of moneys due and owing by the Lessee to the Management Company)

- (b) In case at any time during this demise any dispute shall arise between the Lessee and any of the other lessees of the Lessor relating to the premises to them respectively demised or the party or other walls ways passageways pathways sewers drains pipes watercourses and other easements rights or appurtenances whatsoever relating to or belonging thereto and any repairs thereto or the proportionate contributions in respect of insurance or the expense of such repairs as hereinbefore provided or any nuisance or annoyance arising therefrom then and in every such case such a dispute (provided the other party thereto shall also have agreed or become bound so as to refer the same) shall be referred to the Lessor whose determination and award shall be final and binding on the Lessee
- (c) If within seven days after the Management Company or its Directors shall have resolved or otherwise decided to commit itself to any abnormal or excessive expenditure or without good cause substantially to increase any reserve fund and shall have given notice thereof to the Lessee and the Lessee shall have complained in writing to the Lessor that such expenditure or increase in any reserve fund is excessive and the Lessor shall within seven days of such complain notify the Secretary of the Management Company in writing thereof the Management Company shall take no steps to incur such expenditure or create such excessive increase pending the decision of the Lessor in accordance with the next following sub-clauses
- (d) Immediately after notification to the Secretary that such complaint has been made the Management Company shall supply the Lessor with such accounts and information in respect of such expenditure or reserve fund as the Lessor may require and the Lessor shall thereupon determine whether or not in the opinion

of the Lessor such expenditure or increase in the reserve fund is excessive or unnecessary and if so to what extent

- (e) The determination by the Lessor in accordance with the last sub-clause shall be communicated to the Secretary of the Management Company in writing and the Management Company hereby covenants with the Lessor and the Lessee that it will in all respects comply with the determination of the Lessor and will not carry out any work or incur any expenditure or increase in any reserve fund so determined by the Lessor to be excessive or unnecessary and will pay the Lessor's reasonable costs (including professional fees) in or in connection with the investigation of such complaint and making of its determination PROVIDED ALWAYS that the Lessor shall communicate its determination as aforesaid within twenty-eight days after the Lessor shall have been supplied with such accounts and information as aforesaid as it shall reasonably require and if the Lessor shall fail to do so the Management Company shall be at liberty to proceed with such expenditure or increase in any reserve fund as if this sub-clause or the last two sub-clauses did not exist
- (f) It shall be a condition precedent to the Lessor taking such action as aforesaid that such Lessees as shall complain shall provide the Lessor with such security on account of costs and expenditure as may be reasonable under these circumstances
- (g) If the Management Company shall at any time make default in the performance of any of the covenants on its part herein contained in respect of its liabilities or if the Management Company (or any similar Management Company for the time being replacing the Management Company) shall cease to exist then it shall be lawful for the Lessor (without prejudice to any other right or remedy of the Lessor against the Management Company or the Lessee or any other person) to enter on to any part of the Building or the Lessor's Property and perform the said covenants and the expense thereby incurred by it shall be repaid on demand to the Lessor by the Management Company (or by such similar Management

Company if any in existence) PROVIDED ALWAYS that if at any time during the term hereby demised any sum or sums shall be expended by the Lessor under or by virtue of this clause and such sums shall be unpaid by the Management Company (or such similar Management Company as aforesaid) the Lessee will on demand pay to the Lessor the specified proportion applicable to the demised premises but without prejudice to any right of recovery contribution or indemnity from the Management Company (or such similar Management Company)

7. IT IS HEREBY AGREED AND DECLARED as follows:

- (1) Neither the Lessor nor the Management Company shall be liable or responsible for any damage suffered by the Lessee or any visitor employee invitee or licensee of the Lessee or any other person to their person or goods by reason of any act neglect default or omission of any other Lessee or occupier of the Building and of any contractor employee visitor invitee or licensee of such other Lessee or occupier by reason of theft or loss from the demised premises or any part or parts thereof or any other part of the Building or any other part of the Lessor's Property or by reason of any defect in any fixture pipes wire conduit staircase lift or thing or the absence of lighting in or upon the Building or any other part of the Lessor's Property or any part thereof including the demised premises
- (2) Nothing in this Lease shall impose any obligation on the Lessor or on the Management Company to provide or install any system or service not in existence at the date hereof
- (3) Nothing in this Lease shall impose any obligation on the Lessor to pay or contribute to the maintenance charge fund or account operated by the Management Company or any other body or person in respect of any flats and car spaces which have not been sold on long lease at a premium
- (4) If during the term hereby granted any part or parts of the Lessor's Property or of the Building or the whole of the Lessor's Property or of the Building shall be altered or extended the provisions of this Lease relating to the Lessor's Property

and to the Building shall (unless the context otherwise requires) apply to the Lessor's Property as so altered or extended

- (5) Nothing in this Lease shall impose any restriction or fetter upon the right of the Lessor to build or construct any building or buildings or other structures or to develop in any way whatsoever any part or parts of the Lessor's Property for residential or any other use notwithstanding that such building or development may reduce or remove the whole or any part of the car parking area or other facility used in common by the occupiers of the Lessor's Property or parts thereof and which lie within the Lessor's Property which prior to such building or development had been used or available for use by the Lessee or other occupier of the demised premises and for the avoidance of doubt no compensation or other moneys shall be payable by the Lessor to the Lessee for the loss or diminution of such facilities or arising out of such development in any way whatsoever (subject however to the provisions of Clause 9(b) hereof)
- (6) The staff of the Lessor and of the Management Company are not authorised to have custody of the keys of the demised premises or any part or parts thereof except at the Lessee's risk or to receive any parcels letters goods or chattels either for delivery to the Lessee or any of his family guests or servants or from any such guests or servants or from any such person for collection by or delivery to tradesmen or others except at the risk of the person concerned The Lessee will indemnify the Lessor and the Management Company as the case may be and their staff or agents against any claim by his family guests or servants in respect of loss of or damage to any such articles
- (7) All covenants entered into by the Lessor and/or obligations imposed upon the Lessor by the terms of this Lease shall be deemed to be limited to seisin to the intent and effect that upon the disposal by the Lessor of its interest in the reversion of the demised premises all liability of the Lessor hereunder shall cease forthwith

- (8) The Lessor may at any time relocate any car parking area upon giving to the Lessee no less than 14 days notice in writing
- (9) The Lessor shall at no time be obliged to provide or otherwise furnish any further off-street parking at the Lessor's Property over and above the part of the Lessor's Property that may be from time to time set aside as a car parking area to the intent and effect that the Lessee shall park elsewhere in the event of finding any such car parking area fully occupied
- (10) The Lessor or the Management Company (either together or separately) may impose and thereafter amend such regulations as they think fit for the use of any common facilities (including sporting facilities and any car parking area) that are from time to time provided at the Lessor's Property and which are made available for use by the Lessee and failure by the Lessee to observe and perform such regulations shall disentitle the Lessee to make use of such facilities
8. NOTWITHSTANDING anything herein contained neither the Lessor nor the Management Company nor their respective Agent shall be liable to the Lessee nor shall the Lessee have any claim against the Lessor or the Management Company in respect of:-
- (1) Any act neglect default or omission of any of its or their servants agents or any person acting under any of them
- (2) Any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor or by the Management Company of repairs decorations additions alterations or other works which may appear to them to be necessary or desirable to the demised premises (or any part or parts thereof) the Lessor's Property or the Building
- (3) Any loss caused directly or indirectly by any interruption of any of the services mentioned in the Fifth Schedule hereto from whatever cause
- (4) Any loss damage injury (including personal injury so far as the Lessor or the Management Company may lawfully exclude the same) interference or annoyance arising out of the use of the car parking area (as specified in Part II of the

Fourth Schedule hereto) or any common parts or facilities including any sporting facilities by the Lessee his servants agents invitees or licensees

9. NOTHING herein contained shall operate so as to restrict or interfere with the right of the Lessor or its successors or the Management Company:-

- (a) To add to alter or extend the Lessor's Property or the Building (but not including the flat within the definition of the demised premises) notwithstanding that access to light and air by the demised premises or any part or parts thereof may be reduced or diminished
- (b) To erect further buildings or structures on the Lessor's Property notwithstanding that any rights of recreation granted to the Lessee are diminished or destroyed and to re-arrange any rights enjoyed by the Lessee over the Lessor's Property or the Building the Lessor using best endeavours at all times to ensure that as far as possible any rights in respect of access or to the supply of services to the demised premises are made no less convenient or effective
- (c) To alter at the discretion of the Lessor and the Management Company the date upon which the maintenance year (as hereinbefore defined) shall end

10. THE Lessor hereby grants to the Management Company full right to enter upon the Lessor's Property and the Building for the purpose of performing its functions and in consideration of such grant the Management Company hereby covenants with the Lessor during the term hereby created to carry out the obligations in the Fifth Schedule hereto

11. ANY demand or notice requiring to be made given to or served on the Lessee hereunder shall be duly and validly made given or served if addressed to the Lessee (and if there shall be more than one of them then any one of them) if it is left at or sent by registered post or recorded delivery to the flat comprising part of the demised premises Any notice required to be given to the Lessor or to the Management Company shall be well and sufficiently given if sent by registered post or recorded delivery addressed to the Lessor or to the Management Company (as applicable) at its registered office Any demand or notice sent by registered or recorded delivery post

shall be conclusively treated as having been made given or served on the second working day after posting

12. NOTHING in this Lease contained shall imply or warrant that the demised premises or any part or parts thereof may in accordance with the Planning Acts be used for the purposes herein authorised and the Lessee hereby acknowledges and admits that the Lessor has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under the Planning Acts

13. IN the event of the destruction at any time of the demised premises or of the Building or any part or parts thereof the Lessee shall thereafter support any application or applications on the part or on behalf of the Lessor or (where applicable) by the Management Company for all necessary consents to effect the reinstatement thereof

14. NOTHING herein contained shall operate expressly or impliedly to confer upon or grant to the Lessee any easement right or privilege other than those expressly hereby granted

15. IN this Lease words expressed in the singular shall include the plural and vice versa and the masculine shall include the feminine and neuter and vice versa and where the Lessee shall consist of two or more persons all covenants by the Lessee shall be deemed to be by such persons jointly and severally

[16. 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 the aggregate amount or value of the consideration other than rent exceeds Thirty thousand pounds]

I N W I T N E S S whereof the parties hereto have hereunto as appropriate caused their Common Seals to be affixed or have set their hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to

Part I

Name:-

Address:-

Part II

Consideration:-

Pounds (£)

Part III

Details of the Flat

ALL THAT Flat known as Flat Number [] and forming part of the Building and of the Lessor's Property and including (for the purposes of obligation as well as grant):

- (a) the internal plastered wallcoverings and plaster work of all the walls bounding the demised premises and the doors and door frames and windows and window frames fitted in such walls and panes of glass therein and
- (b) the non-structural walls and partitions lying within the demised premises and plastered coverings and plaster works of such walls and partitions and
- (c) the plastered coverings and plaster work of the ceilings and the floorboards and other surfaces of the floors thereof and
- (d) all conduits which are laid in any part of the Lessor's Property and serve exclusively the demised premises and all sanitary appliances installed therein and
- (e) all fixtures and fittings in or about the demised premises (other than lessee's fixtures and fittings) and not hereinafter expressly excluded

which said flat is shown on the Plan annexed hereto and edged in red for identification purposes only

Part IV

Percentage of Maintenance Charges

As to the premises described in Part III hereof = %

Part V

Amount to be paid by the Lessee from the date hereof to the 24th day of December 1990

£

THE SECOND SCHEDULE above referred to

Easements Rights and Privileges Granted
(so far as the Lessor may lawfully grant the same
but not further or otherwise)

1. A right of way on foot only for all purposes and at all times (in common with the Lessor the Management Company and all other persons entitled to the like right) over and along all the passageways stairways landings entrance halls and other common parts within the Lessor's Property leading to the entrance of the demised premises from the public highway adjoining the Lessor's Property
2. (Subject to observance at all times of the provisions of Part II of the Fourth Schedule hereto and to the availability and existence of the car parking area and also subject to the availability of space to park but not otherwise) a right of way at all reasonable times with or without motor vehicles (in common with the Lessor the Management Company and all other persons entitled to the like right) over the Lessor's Property over and along the roadways constructed on the Lessor's Property directly between the public highway and any car parking area constructed upon the Lessor's Property and a licence to use the same SUBJECT TO full observance by the Lessee and his invitees of the regulations and other provisions as to use of such car parking area as contained in Part II of the Fourth Schedule hereto and SUBJECT FURTHER to there being vacant space available on the car parking area for parking purposes PROVIDED THAT no vehicles belonging to the Lessee or other lessees or their visitors employees invitees or agents shall be brought on to any part of the Lessor's Property until the

Management Company or the Agent notify the Lessee that a car parking area is available

3. The right to vertical lateral and subjacent support and protection from the premises forming part of the Lessor's Property adjoining the demised premises and presently affording the same and which may serve the demised premises

4. The free and uninterrupted passage and running of water and soil gas and electricity telecommunications and other services from and to the demised premises (as served by such supplies at the date hereof) through and along the conduits which now are or may at any time during the period of eighty years commencing on the date hereof (being the perpetuity period applicable hereto) be in under or passing through the Lessor's Property or any part thereof

5. The right for the Lessee with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Building and of the Lessor's Property for the purpose of repairing cleansing maintaining or renewing or laying conduits serving the demised premises and any parts thereof causing as little disturbance as possible and making good forthwith all damage thereby caused

6. The right for the Lessee with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the Building and of the Lessor's Property for the purpose of repairing maintaining renewing altering or rebuilding the demised premises or any part of the Building and of the Lessor's Property giving subjacent or lateral support shelter or protection to the demised premises causing as little disturbance as possible and making good forthwith all damage thereby caused repairing maintaining and renewing or removing such communal television aerial or aerals or other apparatus as aforesaid

7. The right for the Lessee (in common with others entitled to the like right) to use any common television aerial rediffusion service for wireless programmes and internal telephone system (if any) from time to time installed in the Building SUBJECT TO the Lessee complying with the relevant provisions of any agreement from time to

time made between the Management Company and the person or incorporation installing supplying or maintaining the same and any rules which the Lessor may from time to time make in respect thereof

8. The right for the Lessee to use (in common with all others entitled to the like right) any common rooms or common sporting facilities or reception area (if any) forming part of the Building SUBJECT TO observance by the Lessee of any rules and regulations that may from time to time be specified for the use thereof

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this Lease to the Lessor and to the Management Company and their duly appointed Agents and the Lessees and occupiers for the time being of other flats comprised in the Building and in the Lessor's Property or otherwise and all others now or hereafter during the said term entitled thereto

1. Easements rights and privileges over along through and in respect of the demised premises and each part and parts thereof similar in all respect mutatis mutandis to those set forth in Paragraphs 3, 4, 5, 6, 7 & 8 of the Second Schedule

2. The right for the Lessor and the Management Company and their Surveyors and Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter the demised premises and each and every part thereof for the purposes mentioned in or of performing and observing their covenants and obligations under this Lease

3. The right for the Lessor or the Management Company to erect and maintain such television aerials and other apparatus referred to in Paragraph 7 of the Second Schedule hereto on the roof of the Building as may be deemed appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials and other like apparatus as aforesaid through the demised premises and the right for the Lessor and the Management Company and any person or persons authorised by it upon

reasonable notice to enter the demised premises for the purpose of inspecting repairing maintaining and renewing or removing such communal television aerial or aerials or other apparatus as aforesaid

THE FOURTH SCHEDULE above referred to

Regulations for whole and all parts of demised premises as defined herein
and for the use of the Lessor's Property and all parts thereof

Part I

1. To use and occupy the flat comprised within the demised premises exclusively as a private residence in the occupation of one family only
2. Not to use or permit or suffer to be used the demised premises or any part or parts thereof for any trade business or profession nor for any sale by auction or public meeting or any illegal or immoral purpose nor do or permit to be done in the demised premises or any part or parts thereof or on any other part of the Lessor's Property anything which shall or may be or become a nuisance damage annoyance or disturbance to the Lessor or the Management Company or any other Lessee or the neighbourhood
3. Except as provided for in Clause 2(4) of this Lease not at any time to paint treat or decorate any part of the exterior of the demised premises
4. Not to do or permit or suffer to be done anything which may render any increased or additional premium payable on the insurance of the Building or the Lessor's Property or any part thereof or which may make void or voidable any policy of any such insurance and to pay for and indemnify the Lessor and the Management Company against any increased or additional premium which by reason of any act or default or negligence of the Lessee may be required for effecting or keeping up any such insurance
5. At all times during the said term to clean all the inside and the outside of the windows of the demised premises at least once in every month and generally to keep the demised premises at all times clean and tidy

6. To keep the entrance door or doors of the demised premises shut and locked when not in use

7. Not to leave or permit or suffer to be left kept or stored any carriage or chair or bicycle perambulator cart box parcel refuse rubbish or any article whatsoever upon or obstructing any part of the Building or the Lessor's Property used in common with others except in any areas which may from time to time be specifically provided for such purpose

8. Not to allow any child or person to loiter or play in or about the common parts of the Lessor's Property

9. To keep all sinks cisterns drains and conduits in the demised premises clear scoured and open and the Lessee shall be responsible for all damage occasioned through the bursting or stopping up of all closets sinks and drains (whether or not used in common with other Lessees) caused through improper or negligent use thereof by the Lessee or his contractors or the servants or agents of himself or his contractors and in particular (but without prejudice to the generality of the foregoing) the Lessee shall be responsible for all damage occasioned to the sewage plant arising out of any actions or omissions by the Lessee his servants agents invitees and contractors

10. Not to alter or permit or suffer to be altered any electric wiring gas central heating or water supply system

11. Not to keep or permit or suffer to be kept any flowerpot or windowbox or other articles including advertising signs or notices in the windows of or on the walls or outside the demised premises

12. Not to hang or expose or permit or suffer to be hung or exposed any clothes linen food or other articles or things outside the demised premises or the Building and not to shake throw or beat or permit or suffer to be shaken thrown or beaten any carpet dustcloth or mat from any window or door of the demised premises or outside the demised premises or in the entrance halls passages lifts or staircases of the Building

13. Not to make or permit or suffer to be made any undue noise nor to make permit or suffer to be played any musical instrument or any radio record player loudspeaker or television set nor allow any singing to be performed or practised at any time so as to cause annoyance damage or nuisance to the Lessor or the Management Company or the Lessees and occupiers of other flats comprised in the Building or the owners and occupiers of any adjoining or neighbouring property
14. Not to operate or set up or permit or suffer to be operated or set up at or in the flat comprising part of the demised premises any engine or machinery
15. To observe all statutory provisions and all provisions contained in any regulations made by any duly constituted authority relating to the demised premises or any parts or parts thereof with regard to the storage and use of petrol and other explosive or inflammable oils or substances
16. Not to deposit any sort of dust rubbish or spoil except in any rubbish area that may be provided by the Lessor
17. Not to keep or allow on any part of the demised premises or in the Building any animal bird reptile or other pet of any description without the prior written consent of the Management Company (which consent shall be entirely at the discretion of the Management Company)
18. Not to permit any noisy works or repair to any part of the demised premises or the whole or any noisy works in connection with any alterations and improvements to the demised premises to be carried out except between 09.00 hours and 18.00 hours on Mondays to Fridays inclusive
19. Not to reside or permit any other person to reside in the flat comprising part of the demised premises unless all the floors thereof are kept completely covered at all times with fitted carpet or other sound deadening material except while the same are removed for cleaning or replacement or during redecoration of the flat
20. Not to allow rubbish of any description to accumulate upon the demised premises or any part thereof or to discharge or permit or suffer to be discharged into any pipe or drain serving the demised premises or any other property oil grease or

other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system or to the Lessor's Property or any part or parts thereof

21. Not to suspend or to permit or to suffer to be suspended any excessive weight from the main structure of the demised premises or any part thereof and not to overload or permit or suffer to be overloaded the floors roofs or structures of the demised premises or permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit or suffer to be installed any machinery in any part or parts of the demised premises which shall be unduly noisy or cause dangerous vibrations nor to use or permit or suffer to be used the demised premises or any part thereof in such manner as to subject the same to any strain beyond that which it is designed to bear

22. Not to erect on the exterior of any part of the demised premises any poles masts or wires (whether in connection with any wireless or television apparatus or otherwise) provided that nothing in this sub-clause shall be deemed to deny the right of the Lessee to connect into and use any common television aerial rediffusion service from time to time installed by the Lessor or the Management Company in the Building as is more particularly described in Paragraph 7 of the Second Schedule hereto

23. (If applicable) Not to leave or deposit or allow to be left or deposited on any balcony or verandah of the demised premises any article or thing of any kind which in the opinion of the Management Company is unsightly or of unseemly appearance or dangerous to the other Lessees of the Building or to licensees or invitees of the Lessor or the Management Company or any person passing underneath such balcony or verandah not to permit any bird to be flown on or from any such balcony or verandah or from any window of the demised premises

24. Not to block or obstruct in any way or to permit the blocking or obstruction of any roadway footpath driveway or other such area on the Lessor's Property used

in common with others so that free and unrestricted access over and across such roadways footpaths and other areas is available at all times and for all purposes

25. Any complaints which may arise between the Lessee and any other Lessee in relation to the above regulations or otherwise shall be submitted to the Lessor's Agent who may if he thinks fit determine the same and in that event his decision shall be final and binding upon all parties

Part II

Regulations for use of car parking area

If at any time during the term of the demise there is a car parking area at the Lessor's Property then the Lessor and the Management Company hereby authorise the Lessee to make use of the car parking area by way of licence only SUBJECT TO compliance by the Lessee with the regulations restrictions and other terms governing the use thereof as herein provided as may be amended or substituted therefor from time to time

1. Not to assign sub-let transfer or otherwise part with possession in any way of the licence granted to the Lessee to use the car parking area as herein provided (including to other lessees of flats) separately from the flat as comprised within the demised premises

2. All vehicles parked on the car parking area shall be in full roadworthy condition properly taxed and insured No vehicle repairs shall be carried out on the Lessor's Property or on the car parking area and no commercial vehicles of any nature shall be parked thereon

3. In common with the other lessees for the time being of flats in the Building and subject always to availability of space the Lessee may make use of the car parking area for the parking of one private motor vehicle

4. Not to park or permit to be parked any vehicle whatsoever on any other part or parts of the car parking area forming part of the Lessor's Property

5. Not to block or obstruct in any way whatsoever in whole or part the access to any part of the car parking area and not to delay or prevent access to or from any part of the car parking area and not to seek to reserve any part thereof
6. Any vehicle parked on the car parking area is there at the sole risk of the Lessee or the owner of the vehicle (if different) The Lessor and the Management Company shall not be liable for any loss or damage resulting to or caused to or by such vehicle or its contents that shall be on the car parking area or on any other part of the Lessor's Property
7. To indemnify the Lessor and the Management Company fully in respect of any and all costs claims demands and damages whatsoever arising out of the use by the Lessee of the car parking area and resulting from any event or happening arising out of the Lessee bringing or permitting to be brought any vehicle onto the Lessor's Property
8. In addition to the generality of the provisions contained in Part I of this Schedule not to use or permit the use of the car parking area in any way which causes or is likely to cause nuisance annoyance or danger to the Lessor or the Management Company or other Lessees or any other person upon the Lessor's Property or upon the adjoining property
9. Not to park on any landscaped area of the Lessor's Property
10. Upon the Lessee ceasing to reside in the flat forming the demised premises then his right to use the car parking area shall cease forthwith
11. Not to operate or permit any such engine or machinery to be brought onto the car parking area which does not form part of a road-worthy private motor vehicle and not to use any electrical device which has not an effective suppressor fitted thereto
12. To observe any and all regulations set by the Lessor or by the Management Company for the control and management of the driveways roads and other means of access to the car parking area (including speed restrictions and traffic flow indications)

13. To observe and perform any and all restrictions regulations covenants directives and other matters which shall be notified to the Lessee by the Lessor or by the Management Company or the Agent for the management use and control of the car parking area

THE FIFTH SCHEDULE above referred to

Responsibilities of the Management Company

1. To collect the maintenance charges in respect of the flats in the Lessor's Property and in the Building and to carry out such other duties as the Lessor may from time to time at its discretion decide or are otherwise imposed on it by the provisions of this Lease or any other Lease relating to the Lessor's Property and in the Building and to pay all proper fees charges and expenses payable in respect thereof including the issue of certificates certifying the amount payable by the Lessee and the other Lessees in the Building on account of their proportion of the maintenance charges payable in advance as herein provided

2. To keep insured or procure to be kept insured the Lessor's Property (including the Building and any extensions or additions) on a comprehensive basis including loss or damage by fire and such other risks (if any) as the Lessor shall think fit in such well established insurance company or underwriters of repute as the Lessor may from time to time prescribe and through such agents (if any) as the Lessor shall nominate in the full rebuilding value thereof and Architects and Surveyors fees and also if the Lessor shall (at his sole discretion) think fit to insure or procure to be kept insured the Lessor's Property in respect of public liability of the Lessor and of the Management Company arising out of or in connection with any accident explosion collapse or breakdown involving or relating to the Lessor's Property or any part or parts thereof and also the loss of three years rent for each and all of the flats contained within the Building and whenever required (but not more than once in any year) to produce to the Lessee a certificate of insurance or copies thereof and the receipt for the last premium for the same and will in the event of the Lessor's Property or any part thereof being damaged or destroyed by fire or other insured risk

as soon as reasonably practicable apply the insurance monies payable in respect thereof in the repair rebuilding or reinstatement thereof

3. Whenever reasonably necessary to maintain repair redecorate and renew or to procure the maintenance repair redecoration or renewal of:-

- (a) The external walls and structures and in particular the roof foundations basement area chimney stacks gutters and rainwater pipes of the Lessor's Property (including the Building) together with all internal structural walls and partitions party walls floors and ceilings not included within the definition of the demised premises as herein contained
- (b) The conduits in under and upon the Lessor's Property and enjoyed or used by the Lessee in common with the lessees of other flats
- (c) The main entrances driveways roads common passages paths landings lifts shafts and staircases enjoyed or used by the Lessee in common as aforesaid and in particular (but without prejudice to the generality of the foregoing) the roadway forming part of the Lessor's Property and situated along the southern boundary thereof
- (d) The boundary walls and fences of the Lessor's Property (if any)
- (e) The car parking area (if any is made available during the term of this demise)
- (f) The garden areas the landscaped parts and all trees shrubs bushes and other plants growing or to be planted on the Lessor's Property (if any)
- (g) The designated refuse areas on the Lessor's Property (if any)
- (h) Any common areas (including any common facilities) that may from time to time form part of the Lessor's Property

4. So far as practicable to keep clean the main entrances driveways roads and common passages paths landings lifts and stairways and any reception area all parking areas and other parts of the Lessor's Property so enjoyed by the Lessee in common as aforesaid

5. When the occasion shall require decorate the external parts of the Lessor's Property and in particular paint or stain as appropriate the external parts of the

Lessor's Property usually painted or stained with two coats of good quality paint or stain in a proper and workmanlike manner at least once in every five years or such other limited period as in the opinion of the Surveyor shall be necessary

6. When the occasion shall require decorate the entrance door and door frame to each flat comprised in the Lessor's Property with two coats of good quality paint or stain in a proper and workmanlike manner at least once in every five years or such other period as in the opinion of the Surveyor shall be necessary PROVIDED THAT nothing contained in this Schedule shall be deemed to amount to a waiver by the Lessor or by the Management Company of the obligations as to decorations and repairs imposed upon the Lessee by the terms of this Lease and in particular (but without prejudice to the generality of the foregoing) shall not amount to a waiver by the Lessor or the Management Company of the provisions of Clause 2(4) of this Lease

7. To furnish and refurnish (including if deemed necessary carpeting and curtaining) the common parts of the Lessor's Property in such style and manner as it shall from time to time in its discretion think fit or as shall be required by the Lessor

8. To keep insured or procure to be kept insured with such well established Insurance Company or underwriters of repute as it may from time to time prescribe the Lessor and the Management Company and the Lessee against all third party claims resulting from the use of the common parts of the Lessor's Property and every other building and outbuilding by the Lessee his friends servants and employees and other lessees or persons whomsoever

9. To pay all existing and future rates taxes assessments and outgoings now or any time hereafter imposed or payable in respect of the Lessor's Property (including any stores for the time being used by any persons employed by the Lessor as hereinafter mentioned) not payable by the Lessees of the individual flat either under their respective Leases or under the general law and in particular (but without prejudice to the generality of the foregoing) to pay for the lighting maintenance and operation as appropriate of the main entrances driveways paths common passages

landings lifts shafts and staircases and for the removal of refuse placed by the Lessee and other lessees of the flats in any refuse area that may be provided

10. If in its absolute discretion it shall think fit employ such persons as it deems fit for the purposes of performing such duties as the Management Company shall determine on such terms and conditions as it shall in its discretion think fit and also to employ such persons if so required by the Lessor

11. To install and maintain and replace such fire extinguishers as it may from time to time consider necessary and pay all charges in connection therewith

12. Without prejudice to the foregoing do or cause to be done all such works installations acts matters and things as in its sole discretion shall be deemed necessary for the proper maintenance safety and administration of the Building and the Lessor's Property or as shall be reasonably required of the Management Company by the Lessor

13. To make provision for the payment of all legal and other costs and expenses incurred

(a) In the running and management of the Building and the Lessor's Property and in the enforcement or attempted enforcement of the covenants conditions and regulations contained in the Leases granted of any flat in the Lessor's Property and in respect of the car parking area as a whole

(b) In maintaining such applications and representations and taking such action as the Lessor or the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the Lessee or any Lessee of any other flat in the Lessor's Property or on the Lessor or the Management Company in respect of the Building the curtilage thereof or the Lessor's Property or all or any of the flats therein

14. (a) The Management Company shall be entitled to set aside each year an appropriate amount (which amount shall be deemed for the purposes of Clause 3 (9) hereof to be an expense incurred by the Management Company in

carrying out its obligations under this Lease) as a reserve fund for or towards those the matters referred to in this Schedule which are likely to give rise to expenditure after such year or other period being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year during such unexpired term including (without prejudice to the generality of the foregoing) such matters as the painting of the common parts the repair of the structure of the Building the repair of the conduits and the overhaul renewal and modernisation of any plant or machinery (the said amount to be computed by the Surveyor in such manner as to ensure so far as it is reasonably foreseeable that the maintenance charges shall not unduly fluctuate from year to year) PROVIDED THAT the Management Company shall not be obliged or required to set aside any sum of money as a reserve fund for the carrying out of repairs alterations amendments or reconstruction in whole or in part to the internal or external decorations of the Building or to the structure thereof or in respect of the resurfacing of any car parking area for a period of 30 calendar months from the 25th December 1990

(b) The Management Company shall in any year in which any expenditure is incurred in respect of any of the items referred to in sub-clause (a) hereof apply in or towards the cost of such items such part of the Reserve Fund as the Management Company's or the Lessor's Surveyor shall certify to be appropriate to such items of work and the balance (if any) of the costs thereof shall be deemed to be a management expense for such year Any unapplied part of the Reserve Fund shall be carried forward as a reserve for future years

15. To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to any relay service for wireless broadcast or other similar apparatus and internal telephone system (if any) of the Building including any fees or charges payable to any contractor person or Company in respect of the same

PROVIDED ALWAYS that nothing herein shall place the Lessor or the Management Company under any obligation to provide or maintain any such facility or service whether or not in existence at the date hereof

16. To pay or make provision for pensions annuities or retirement or disability benefits for any persons employed on or in connection with the Lessor's Property on the termination of their employment or for dependents

17. To reimburse to the adjoining owner (which expression shall mean and include the Lessor and the Lessor's successors in title being the owner or owners lessee or lessees of any adjoining property and any Agent Administration Company or Maintenance Trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to the Building and the Lessor's Property and falls within any of the purposes mentioned in this Schedule PROVIDED ALWAYS that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Surveyor and the adjoining owner's Surveyor or in default of agreement determined by an independent Surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and whose determination shall be final and binding on both parties

18. To take or cause to be taken on account on the Twenty-fourth day of December next and on the Twenty-fourth day of December (or such other date as the Management Company may from time to time in its discretion decide) in each subsequent year during the said term of the amount of the maintenance charges incurred since the date of commencement of such term or of the last preceding account as the case may be

19. To keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and maintaining proper records of the Reserve Fund and to pay any costs and fees incurred for keeping and auditing such accounts and the issue of the certificates to the Lessee and the other Lessees in the Building of the amounts payable by them in respect of the maintenance charges

THE COMMON SEAL of
LODGEDAY PROPERTIES plc
was hereunto affixed in the
presence of:-

)
)
)
)

Director

Director/Secretary/Authorised Signatory

SIGNED SEALED AND DELIVERED
by the said JOHN SAMUEL HOWARD
in the presence of:

)
)
)

THE COMMON SEAL of
PARK VIEW COURT (NOTTINGHAM)
MANAGEMENT COMPANY LIMITED
was hereunto affixed in
the presence of:-

)
)
)
)
)

Director

Director/Secretary/Authorised Signatory