



EVERSHEDS

Dated

17th September

2012

(1) ORBIT GROUP LIMITED (AN EXEMPT CHARITY)

(2)

Counterpart Underlease

relating to premises known as

Eversheds LLP
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Cambridge
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PARTICULARS

LR1. Date of lease

17 September

2012

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SGL566934

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

ORBIT GROUP LIMITED (industrial and provident society number 28503) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Binley, Coventry, CV3 2SU (hereinafter called "the Lessor" which expression shall where the context so requires or admits include its successors in title of the one part.

Tenant

■■■■■■■■■■■■■■■■■■■■ of ■■■■

■■■■■■■■■■■■■■■■■■■■

■■■■ (hereinafter called "the Lessee" which expression shall where the context so requires or admits include the persons deriving title under the Lessee) of the other part

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The premises (referred to in this Lease as "the Premises") known as ■■■■

■■■■■■■■■■■■■■■■■■■■

and Parking Space 89

LR5. Prescribed statements etc

LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	The Premises are held by the Landlord as an Exempt Charity
LR5.2	This lease is made under, or by reference to, provisions of	Not applicable
LR6	Term for which the Property is leased	The term as specified in this Lease at Clause 1
LR7	Premium	£132,000
LR8	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions
LR9	Rights of acquisition etc	
LR9.1	Tenants contractual rights to renew this lease, to acquire the reversion or another lease of the Property or to acquire an interest in other land	Not applicable
LR9.2	Tenants covenant to (or offer to) surrender this lease	Not applicable
LR9.3	Landlords contractual rights to acquire this lease	Not applicable
LR10	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	As specified in Schedule 4
LR11.2	Easements granted or reserved by this lease over the Property	As specified in Schedule 5

	for the benefit of other property	
LR12	Estate rentcharge burdening the Property	As specified in Schedule 7
LR13	Application for standard form of restriction	Not applicable
LR14	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS UNDERLEASE is made on the

17 day of September

2012

BETWEEN

- (1) **ORBIT GROUP LIMITED** (an Exempt Charity) (Industrial and Provident Society No: IP28503R) whose registered office is situate at Garden Court, Harry Weston Road, Binley Business Park, Binley, Coventry, CV3 2SU (hereinafter called "the Lessor" which expression shall where the context so requires or admits include its successors in title) of the one part; and
- (2) [REDACTED] of [REDACTED] (hereinafter called the "Lessee") which expression shall where the context so requires or admits include the persons deriving title under the Lessee) of the other part

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Lease, the following words and expressions have the following meanings:

"Communal Areas"	collectively the Roads and Footpaths and the Landscaped areas as hereinbefore defined
"Estate"	the property described in Schedule 1 hereto
"Flats"	all the flats within the Lessor's Estate and "Flat" has a corresponding meaning
"Head Lease"	the Lease dated 27 May 1993 made between the Mayor and Burgesses of the London Borough of Croydon of the one part and Orbit Housing Association of the other part
"Landscaped Areas"	the area laid out as a lawn or lawns with or without trees and shrubs as the same (if any) and which said areas are intended for the communal use of all residents (including the Lessee) occupying any of the Flats situated within the Estate

"Owner"	the Lessee or his successors in title from time to time owning the Flat and "ownership" has a corresponding meaning
"Plan"	the plan bound up within
"Premises"	the property hereby demised as described in Schedule 3 hereto including for purposes of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts and conduits specified in the said Schedule
"Rent Charge"	is the perpetual estate Rent Charge specified in Part 1 of Schedule 7
"Reserved Property"	that part of the Estate not included in the Flats being the property more particularly described in Schedule 2 hereto
"Roads and Footpaths"	the Roads and Footpaths (if any) within the Estate serving The Flats but excluding for the purpose of this definition any roads or footpaths which are intended to be adopted by the Local Highway Authority
"Service Installations"	sewers, drains, channels, pipes, water courses, gutters, mains, wires, cables, pillars, turrets, amplifiers, piles, soakaways and any other apparatus for the supply of water, gas, electricity or telephone signals, lifts, entry phones or radio or television signals or for the disposal of foul or surface water

2. It is intended that upon any transaction by which the Lessor parts with the ownership of any Flat the person becoming the Owner of the Flat shall enter into a covenant with the Lessor to observe and perform in relation to that Flat stipulations in identical terms to those set out in Schedule 6 hereto to the intent that the owner of any Flat may enforce the observance by the Owner of any other Flat of the said stipulations.
3. The Lessor is an Industrial and Provident Society registered under the Industrial and Provident Society's Act 1965 under number 182538 and is registered in accordance with the provisions of the Housing and Regeneration Act 2008

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of £132,000.00 (One Hundred and Thirty Two Thousand Pounds) paid by the Lessee (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved the Lessor hereby demises unto the Lessee all those the Premises together with the rights set out in **Schedule 4** hereto but as to those rights subject to and upon the condition expressed in the proviso of that Schedule to hold the same unto the Lessee from the [17] day of September 20[12] to the 15 February 2116 paying therefor during the said term.
- 1.1 the yearly rent of £10.00 payable in advance on the First day of April and the first payment being a proportion of the said yearly rent of £10.00 up to the Thirty First day of March next having been paid on the execution hereof; and
- 1.2 the Rent Charge referred to in Part I of **Schedule 7** hereto subject to the rights set out in **Schedule 5** hereto (which so far as not already affecting the Lessor's estate in the Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained reserving also out of the Premises to the Lessor the Rent Charge for the said term of years hereby granted and subject to the Existing Lease.
2. The Lessee hereby covenants with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in **Schedule 6** hereto.
3. The Lessor hereby covenants with the Lessee that subject to the provisions of **Clauses 18 and 19 of Schedule 6** hereto it will observe and perform the obligations on its part set out in **Schedule 7**.
4. The Lessor hereby further covenants with the Lessee:
 - 4.1 To pay the rent reserved by the Head Lease and to perform and observe the lessees covenants therein contained so far as the same are not hereby required to be performed and observed by the Lessee.
 - 4.2 That every lease of a flat which forms part of the Estate hereafter granted by the Lessor shall be in substantially the same form as this Lease and shall contain covenants and stipulations to be observed by the Lessee thereof in substantially the same form as those herein contained.
 - 4.3 If so required by the Lessee the Lessor will enforce the covenants entered into with the Lessees of the other flats forming part of the Estate on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor shall reasonably require is given.



Dwg No. OR 26 GC CR0 5PY
Scale 1:1250
Map Ref. 6533 SW
Drawn By S.Holloway
Date 02.04.2012



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5. The Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it.
6. If any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained.
7. In this Underlease unless the context otherwise requires the masculine gender shall include the feminine gender and vice versa the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally.
8. the Lessee hereby further covenants with the Lessor by way of indemnity only to observe and perform the covenants and conditions contained in or referred to in the Head Lease so far as the same are not hereby required to be performed and observed by the Lessor.
9. 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 the rent) exceeds £250,000 (Two Hundred and Fifty Thousand pounds).

In witness whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has set his hand and seal the day and year first before written

SCHEDULE 1

THE ESTATE

THE ESTATE

All that piece or parcel of land situate at Park Hill in the London Borough of Croydon together with the building or buildings erected thereon all which said property is registered at HM Land Registry with absolute leasehold title under Title Number SQL566934

SCHEDULE 2

THE RESERVED PROPERTY

Firstly all those the Communal Areas forming part of the Estate and the hall staircases landings and other parts of the building forming part of the Estate which are used in common by the owners or occupiers of any two or more of the Flats and secondly all those the main structural parts of the building or buildings forming part of the Estate (including garages if any) including the roof foundations and external parts thereof including all window frames (but not the glass of the windows of the Flats nor the interior faces of such of the external walls as bound the Flats nor the door or doors of any garage) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one flat and the joists or beams to which are attached any ceilings except where those joists or beams also support the floor of a flat the above description is subject to the declaration as to party walls at the end of the **Schedule 3** and to any similar declaration in the leases of other flats

SCHEDULE 3

THE PREMISES

1. All that Flat situate on the second floor forming part of the Estate and known as [REDACTED] aforesaid all which said Flat is delineated on the Plan and thereon hatched red and also all that the parking space 89 and shown edged red on the Plan annexed hereto together with the ceilings and floors of the said Flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached unless these joists or beams also support a floor of the said Flat and together with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said Flat but no others except and reserving from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof but not the glass of the windows of the said Flat nor the interior faces of such of the external walls as bound the said Flat.
2. All internal walls separating the premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such.

SCHEDULE 4

RIGHTS INCLUDED IN THE DEMISE

1. The right in common with the Lessor the owners and occupiers of all other flats and all others having the like right to use for purposes only of access to and egress from the Premises all such parts of the Reserved Property affording access thereto.
2. The right of passage and running of gas electricity water and soil from and to the premises through the Service Installations forming part of the Reserved Property.
3. The benefit of any covenants entered into by the owners of other flats with the Lessor so far as such covenants are intended to benefit the Premises or the Lessee and so far as the benefit thereof can in law accrue to the Premises of the Lessee.
4. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises.
5. The right to use in common with the owners and other occupiers of all other flats and their visitors the Communal Areas forming part of the Reserved Property and such clothes drying facilities as are provided by the Lessor for the use of all occupants of the flats and the Reserved Property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe.
6. Such rights of access to and entry upon the Reserved Property and the other flats as are necessary for the proper performance of the Lessee's obligations hereunder.
7. The right to use (if any) the Television Relay System and the external play equipment provided by the Lessor for the benefit of all the occupants of the flats and the Reserved Property.
8. The right for the Lessee his tenants employees and visitors (in common with all other persons having the like right) to go pass and repass at all times and for all purposes over and along the Roads forming part of the Estate with or without vehicles as a means of access to and egress from the Premises and the parking space.
9. Provided always that the rights and benefits specified in this Schedule are subject to and are conditional upon the Lessee being for the time being (if

appropriate) a member of the Lessor and subject to the payment of the Rent Charge.

SCHEDULE 5

RIGHTS TO WHICH THE DEMISE IS SUBJECT

1. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Estate over the Premises.
2. All such rights of access to and entry upon the Premises by the Lessor and the owners of the other flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other flats and similar to those herein contained.
3. The burden of any covenants entered into by the Lessor with the owners of other flats so far as such covenants are intended to bind the Premises or the Lessee.
4. The right for the Lessor to form a Management Company to be limited by guarantee or to have a share capital as the Lessor shall consider appropriate for the purpose of granting to it a Underlease of the Estate and/or the Reserved Property subject to this demise to enable the Management Company to carry out the covenants and obligations on the part of the Lessor contained in **Schedule 7** hereto provided always that in the event of the formation of a Management Company the Lessor shall require the Lessee to become a member thereof and to abide by the Memorandum and Articles of Association relating thereto.

SCHEDULE 6

COVENANTS BY THE LESSEE WITH THE LESSOR

1. The Lessee shall pay the reserved rent of £10.00 per annum and the Rent Charge on the days and in the manner herein appointed without any deduction and in the event that any rent hereby reserved shall remain unpaid for more than 14 days after the date upon which the same becomes due (whether formally demanded or not) to pay interest at the yearly rate of 4% above the Natwest Bank PLC for the time being from the date upon which the same became payable until the date of payment.
2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Premises or any part thereof or upon the Lessor or any owner or occupier in respect thereof.
3. The Lessee shall to the satisfaction in all respects of the Lessor's surveyor keep the interior of the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects.
4. The Lessee shall before repairing any joist or beam to which is attached the ceiling of any other part of the Estate and before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Estate give reasonable notice (and except in cases of extreme urgency) at least 48 hours notice in writing to the occupier of that part of the Estate the ceiling of which is attached to that joist or beam or to which the Lessee requires access as the case may be the Lessee shall on giving such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any required access to that other 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.
5. The Lessee shall not less than once every five years during the course of this demise and in the last three months thereof (howsoever determined) paint with two coats of good quality paint in a workmanlike manner all the interior wood iron and other parts of the Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such

parts as are usually or as ought to be so treated and re-paper the parts (if any) now papered with suitable paper of as good quality as that now in use.

6. The Lessee shall keep the Premises including the passages thereof substantially covered with carpets except that in the kitchen and bathroom all over cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets.
7. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two months after the service of that notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the costs shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action.
8. The Lessee shall not make any structural alteration in the Premises without the approval in writing of the Lessor (such consent not to be unreasonably withheld) to the plans and specifications and shall make those alterations only in accordance with those plans and specifications when approved the Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and to comply with all bye-laws regulations and conditions applicable usually or to the specific works undertaken.
9. The Lessee shall not do or permit or suffer to be done in or upon the premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owner or occupier of any other flat or whereby any insurance for the time being effected on the Estate or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority.
10. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done or in respect of the Premises (whether by Landlord Tenant or Occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof.
11. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravene the provisions of the Town and Country Planning Acts for the time being in force and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof.

12. The Lessee shall permit the Lessor and the owners or tenants of the other flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other flats and similar to those herein contained.
13. Neither the premises nor any part thereof shall be used for any illegal or immoral purposes nor shall any trade or business be carried on there but the Lessee shall use them for the purpose of a single private residence only.
14. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the flats and the Reserved Property such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities any costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Estate shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under **Schedule 7** notwithstanding the absence of any specific covenants by the Lessor to incur them and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 18 of this Schedule accordingly.
- 15.1 The Lessee shall not (except with the written consent of the Lessor and under the supervision of the Lessor's Surveyor and to his satisfaction) erect upon or affix to the Premises or any part thereof any machinery or mechanical or scientific or electrical apparatus excepting only radio and television receiving sets (and indoor aerials therefore) and small electrical apparatus properly fitted with an approved suppressor against electrical interference to other apparatus.
- 15.2 The Lessee shall not (except as aforesaid) place leave or cause to be placed or left any furniture cycle perambulator toy box parcel or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other part of the Reserved Property nor shall the Lessee throw or allow to be thrown anything whatsoever out of any window of the Premises.
16. The Lessee shall within 21 days of the date of every assignment lease grant of probate or administration assent transfer mortgage charge discharge order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and pay a registration fee of £30.00 plus VAT at the rate then in force and in the case of a document produce it to the Lessor for registration with the notice.
17. The Lessee shall contribute and shall keep the Lessor indemnified from and against:
 - 17.1 One hundred and seventy-first (1/171) part of all costs and expenses incurred by the Lessor in respect of the Estate pursuant to these presents; and

- 17.2 One twelfth (1/12) part of all costs and expenses incurred by the Lessor in respect of the Block of Flats in which the Premises is situated in carrying out its obligations under and giving effect to the provisions of **Schedule 7** hereto including **Clauses 9 to 12** inclusive of that Schedule provided always that the Lessee shall not be required to contribute more than once for works carried out by the Lessor on the estate or the Block of Flats of which the property forms part;
- 17.3 The cost of insuring the Premises pursuant to the Lessor's obligation provided by **Clause 2** of Part 2 of **Schedule 7** hereto such insurance cost to be calculated by reference to the sum insured applicable to the said Premises;
18. The Lessee shall on the first day of each month during the continuance of this demise pay in advance to the Lessor on account of the Lessee's obligations under the last preceding clause an amount equal to one twelfth of the Rent Charge due from or paid by the Lessee to the Lessor for the accounting period to which the most recent notice under **clause 12** of **Schedule 7** relates the first payment thereof to be on the execution hereof being a proportionate part of the Rent Charge up to the [] day of [] next.
19. The Lessee shall within 14 days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount of the Rent Charge (certified in accordance with **Clause 12** of **Schedule 7**) due from the Lessee to the Lessor pursuant to **Clause 19** of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to the last preceding clause during that period.

The Lessee shall upon any transaction disposition or event involving a change or a contract for a change in the ownership of the Premises ensure that the person becoming or contracting to become as a result of that transaction disposition or event the owner of the Premises enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this clause.

SCHEDULE 0

DEFINITION OF RENT CHARGE

PART 1

The Rent Charge shall be such sum as shall amount to the total of the sums referred to in **Clause 18** of **Schedule 6** hereto and notified to the Lessee in accordance with the provisions of Part II of this Schedule payable free from all deductions within 14 days of demand.

PART 2: COVENANTS ON THE PART OF THE LESSOR

1. The Lessor shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property.
2. The Lessor shall keep all buildings for the time being on the Estate insured in the name of the Lessor against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war or accident or by any other peril within the usual comprehensive policy of the insurers to the full cost of rebuilding plus 10% for professional fees in some reputable insurance office and shall also take out and keep on foot in those names a policy of insurance in some reputable insurance office covering liability for injury to persons on the Estate and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt for every such payment.
3. As often as any such building is destroyed or damaged by fire or aircraft or any other such insured peril the Lessor shall rebuild and reinstate it in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting it and it is hereby agreed that any moneys received in respect of the insurance above provided for shall be applied so far as they extend in so rebuilding or reinstating any such building.
- 4.1 The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair and condition including the renewal and replacement of all work or damaged parts provided that nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person.
- 4.2 The Lessor shall at least once every five years during the course of this demise paint with two coats at least of paint of suitable quality in a workmanlike manner

all the exterior wood metal stucco and cement work of the Reserved Property and other parts heretofore or usually painted and any additions thereto.

5. To pay a due proportion towards the cost of maintaining all party walls bounding the Reserved Property.
6. The Lessor shall before repairing any joist or beam to which is attached any ceiling of the Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the premises give reasonable notice (and except in cases of extreme urgency to give 48 hours notice in writing to the Lessee) the Lessor shall on the expiry of such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any required access to the premises but shall act carefully and reasonably doing as little damage as possible to the premises and make good all damage done.
7. The Lessor shall keep the halls stairs landings and passageways forming part of the Reserved Property properly cleaned and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted
8. The Lessor shall be responsible for the maintenance care and cultivation of the Landscaped Areas forming part of the Estate.
9. The Lessor shall employ and engage such servants agents and contractors as it considers necessary or desirable for the performance of its obligations under this Schedule and pay their wages commission fees and charges and shall be entitled to charge a management fee for ensuring that all matters referred to in this Schedule are duly carried out and complied with.
- 10.1 The Lessor shall so far as it considers practicable equalise the amount from year to year of its costs and expenses incurred in carrying out its obligations under this Schedule by charging against such costs and expenses in each year and carrying to a reserve fund or funds and in subsequent years expending such sums as it considers reasonable by way of provision for depreciation or for future expenses liabilities or payments whether certain or contingent and whether obligatory or discretionary.
- 10.2 If and so far as any moneys received by the Lessor from the Lessee during any year by way of contribution to the Lessor's said costs and expenses are not actually expended by the Lessor during that year in pursuance of this Schedule nor otherwise dealt with so as to be an allowable expense in calculating the Lessor's income for tax purposes for that year the Lessor shall hold those moneys upon trust to expend them in subsequent years in pursuance of this Schedule thereto upon trust for the Lessee absolutely.

11. The Lessor shall keep proper books of account of all costs and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the 31st day of March next and on the 31st day of March in every subsequent year during the continuance of this demise (or in each case such other date as the Landlord may determine in its absolute discretion from time to time) and on the termination of this demise of the amount of those incurred since the commencement of this demise or the date of the last preceding account as the case may be.
12. The Lessor shall within six months of the date of which the account provided for in **Clause 11** of this Schedule is taken serve on the Lessee a notice in writing stating the total and proportionate amounts specified by and certified in accordance with the last preceding clause provided that the Lessor shall at all times be at liberty to serve upon the Lessee notice of the estimated Rent Charge for any one accounting period not less than one month before the commencement of such accounting period and in the event of the Lessee receiving such notice the Rent Charge payable hereunder for the said accounting period shall be in accordance with the estimated amount but such estimated amount shall be paid to the Lessor without prejudice to the provisions of **Clause 10** of this Schedule and **Clause 19** of **Schedule 6**.

All the covenants and obligations of the Lessor contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the last clause of **Schedule 4**

Notwithstanding anything hereinbefore contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of:

1. Any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Lessor's control or by reason of mechanised or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or.
2. Any act of negligence of any servant or agent of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

SIGNED as a deed by the said

in the presence of

Witness

Signature

Name

Address

Signature

) [Redacted]
) [Redacted]
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20 Customer Service Officer