

These are the notes referred to on the following official copy

Title Number [REDACTED]

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DATED

19th March

2010



SEQ133



COPY

HEART OF ENGLAND HOUSING ASSOCIATION LIMITED
(Exempt Charity)

and

[REDACTED] and [REDACTED]

Lease of [REDACTED]
[REDACTED]



Needham & James

Solicitors

Needham and James House,
Bridgeway,
Stratford upon Avon
Warwickshire
CV37 6YY

CERTIFIED TRUE COPY OF THE ORIGINAL

Penmans Solicitors
.....

Messrs. Penmans
Solicitors
30-32 Warwick Road
Kenilworth, Warwickshire CV8 1GW

H M LAND REGISTRY

Land Registration Acts, 1925 to 2002

County: Warwickshire

Title No: [REDACTED]

LR1. Date of lease	19th March
LR2. Title number(s)	LR2.1 Landlord's title number(s) WK368417 LR2.2 Other title numbers
LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord HEART OF ENGLAND HOUSING ASSOCIATION LIMITED (Exempt Charity) of 10 Greenhill Street, Stratford upon Avon, Warwickshire, CV37 6LG Tenant [REDACTED] both of [REDACTED] [REDACTED] Other parties

	None.
LR4. Property	In case if a conflict between this clause and the remainder of this lease the, for the purposes of registration, this clause shall prevail ALL THAT Apartment on the ground floor of the Buildings shown edged red on the Plan and known as [REDACTED] [REDACTED] extending from the underside of the ceiling immediately above the Property to the upper side of any floor to the Property (or if there is a void below any floor immediately below the property to the upper side of the ceiling below that void) and extending laterally to the inner face of any solid wall bounding the Property (or in cases where there is a partition wall to the mid point of any void within the partition) excluding: a) the walls bounding the Property; b) all walls and pillars within the property (including the whole of all non-load-bearing walls and partitions within the Property); c) all structural floor slabs and joists within the Property; d) all Conduits and Plant within the Property (including those which

	serve the Property exclusively); e) window frames and window glass and all doors (both internal and external) and door frames and all window and door furniture (including locks, catches, fastenings, hinges and stays); f) fixtures and fittings (save for those included by paragraph (h) of the First Schedule);
LR5. Prescribed statements etc.	LR5.1 The Property the subject of this lease is held by or in trust for a charity which is an exempt charity LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased	125 years from and including 1st March 2010

LR7 Premium	£132,000.00
LR8. Prohibitions or restrictions on disposing of this lease	LR8 This lease does contain a provision that prohibits or restricts dispositions. The provisions of this clause is contained in Clause 7 ,9, and Clause 1 of Schedule 4 of this Lease
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land NONE LR9.2 Tenant's covenant to (or offer to) surrender this lease The provisions of this requirement are set

	out in Clause 7 of the Lease LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	LR10 None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property Details of the easements granted are set out in the Schedule 2 to this Lease LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Details of the easements reserved are set out in Schedule 3 hereto
LR12. Estate rentcharge	LR12

burdening the Property	None
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	The Parties to this lease apply to enter the following standard form of restriction against the title of the Property
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative</i>	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. OR The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares. OR The Tenant is more than one person. They are to hold the Property on trust.

statements.

Complete as necessary

Particulars of lease of

Apartment [REDACTED]
[REDACTED]

[description of property]

- | | | | |
|---|-----------------------------|---|---|
| 1 | Buildings | - | the buildings forming part of the Scheme |
| 2 | Commencement Date | - | the 1 st day of March 2010 |
| 3 | Purchase Price | - | £132,000.00 |
| 4 | the Percentage | - | 60% |
| 5 | Scheme | | the development known as [REDACTED]
[REDACTED]
[REDACTED], as the same is registered
at H M Land Registry under title number
[REDACTED] |
| 6 | Market Value Price | - | the purchase price paid by a subsequent
purchaser of the Property decided in
accordance with Clauses 8.3 and 8.4 of
this Lease |
| 7 | Initial Market Value | - | the sum of £220,000.00 |
| 8 | Gross Rent | - | £6050.10 per annum |

- | | | | |
|----|-------------------------------|---|---|
| 9 | Specified Rent | - | £2420.04 annum and other sums that may be payable pursuant to the provisions of Schedule 9 hereto |
| 10 | Sinking Fund Deduction | - | The sum of 1 per cent of the Market Value Price of the Percentage (or the Purchase Price if that amount is more than the Market Value Price) for each year (apportioned if necessary) of your possession of the Property under this Lease Subject to a maximum of ten years of occupation |
| 11 | Service Charge | | |
| | Specified Proportion | | 1/64 th in respect of the expenditure and sums relating to the Landlords obligations and covenants referred to in Schedules 5 and 6 of this Lease with the exception of the provision maintenance and repair of the lift and 1/64 th in respect of the expenditure and sums relating to the provision maintenance and renewal of the lift |

Specified Proportion

1/64th in respect of the expenditure and sums relating to the Landlords obligations and covenants referred to in Schedules 5 and 6 of this Lease with the exception of the provision maintenance and repair of the lift and 1/64th in respect of the expenditure and sums relating to the provision maintenance and renewal of the lift

HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 2003

County or District : Warwickshire
Title Number : [REDACTED]
Property : [REDACTED]

THIS LEASE is made on (date)..... **BETWEEN** (1) Heart of England Housing Association Limited an Industrial and Provident Society (Number IP30446R) which is registered with the Tenant Services Authority under Section 3 of the Housing Act 1996 (Registration Number LH4104) whose registered office is at 10 Greenhill Street, Stratford-upon-Avon, Warwickshire, CV37 6LG ('we or us') and (2) [REDACTED] and [REDACTED] both of [REDACTED] [REDACTED] ('you').

The Landlord has agreed to demise the Premises to the Leaseholder upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Specified Rent representing the Initial Relevant Percentage of the Gross Rent of the Premises with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value of the Premises (up to a maximum of 75%) followed by a corresponding reduction of the percentage of the Gross Rent payable

THIS LEASE WITNESSES as follows:

1 Definitions and interpretations

- 1.1 In this Lease, unless the context otherwise requires, the following words shall have the following meanings:

“Activities Charge” means the proportion of the costs, expenses, and salary of employing staff to provide activities of the Scheme for the benefit of the residents

“Utilities Charge means the Proportion of the Utilities Costs

‘Utilities Charge Account and Activities Charge Date’ means 1 April in each year of the Term or such other date or dates in each year of the Term as we may, by written notice to you, stipulate.

‘Utilities Charge and Activities Charge Period’ means the period commencing on the commencement of the Term and expiring on the first Utilities Charge Account Date and Activities Charge Account Date, and thereafter the period from and excluding one Utilities Charge Account Date and Activities Charge Date up to and including the next Utilities Charge Account Date and Activities Charge Account Date.

‘Utilities Charge Statement and Activities Charge Statement ’ means the statement to be provided to you under Paragraph 9 of Schedule 7.

“Utilities Costs and Activities Charge Costs” means a Proportion of the cost for all water electricity and gas (if any) which shall be supplied to the Scheme (including the Property) and the costs incurred by us directly or indirectly for such additional services as we reasonably consider may generally enhance the quality of life of the residents of the Scheme.

‘Authority’ means any statutory public local or other authority or court or government department.

‘Buildings’ means the Buildings described in the Particulars.

‘Commencement Date’ means the date set out in the Particulars.

'Common Parts' means all parts of the Scheme provided for common use of more than one of the residents of the Buildings visitors to the Scheme including (but not limited to) staircases, landings, walls, hedges, fences, gates, roads, access ways, car parking spaces, forecourts, accessways, paths, supporting structures, garden trees, drying areas, bins, refuse stores .

'Conduits' means pipes, wires, cables, drains, gutters, sewers, ducts, fibres and any other medium for the passage and transmission of water, gas, electricity, air, smoke, light, information or other matter and includes any ancillary equipment and structures.

'Default Rate' means 3 per cent above the base lending rate from time to time of Barclays Bank plc or such other bank which is a member of the Committee of London and Scottish Bankers as we may nominate.

'End of the Lease' means the determination of this Lease however it happens.

'Estimated Utilities Charge' means our estimate of the Utilities Charge that will be payable by you during an Utilities Charge Period.

'Estimated Service Charge' means our estimate of the Service Charge that will be payable by you during a Service Charge Period.

'Gross Rent' means £6050.10 per annum

'Ground Rent' means one peppercorn per year.

'Ground Rent Review Date' means 1st April in each year of the Term.

'Initial Market Value' means the sum of £220,000.00

‘Insurance Policies’ means the insurance policies we maintain in relation to the Buildings against the Insured Risks and public liability, and any other insurance we consider to be necessary or desirable.

‘Insured Risks’ means fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, internal flood, impact by vehicles, malicious damage and any other risks that we require from time to time to be covered.

‘Legal Obligation’ means any obligation from time to time created by any Statute or Authority which relates to the Buildings or its use and includes obligations imposed as a condition of any Required Consent.

‘Lettable Areas’ means a part of the Buildings designed or intended for letting so as to confer an exclusive right of occupation (except in connection with the management of the Buildings), the boundaries of any Lettable Area being determined in the same manner as the boundaries of the Property under Schedule 1.

‘Outgoings’ means all rates, taxes, charges, duties, assessments, impositions and outgoings of any sort which are payable at any time during the Term by the owner or occupier of the Buildings or Property.

‘Particulars’ means the details set out in this Lease marked ‘Particulars’.

“ the Plan ” means the Plan annexed hereto

‘Plant’ means the plant and equipment and machinery from time to time in the Buildings including lifts, heating equipment, fire apparatus

‘Property’ means the property described in Schedule 1.

'Proportion' means the proportion set out in the Particulars, or any other proportion as we may determine (acting reasonably).

'Purchase Price' means the sum set out in the Particulars.

'Regulations' means the regulations in Schedule 8 and any others we may make from time to time in addition to or in substitution for the regulations which we consider appropriate, having regard to principles of good estate management and/or which we consider necessary or desirable in the furtherance of the interests of residents of the Scheme.

'Rent' means all sums payable under Clause 2.3 of this Lease.

'Required Consent' means planning permission and all other necessary consents, permissions, licences and approvals.

'Retained Property' means all parts of the Buildings except for the Property and other Lettable Areas, and includes the structural foundations, exterior and roofs of the Buildings, the Common Parts, the Conduits, the Plant (except where part of the Property or a Lettable Area), any external areas of the Buildings and any parts of the Buildings used for the management of the Buildings or the provision of services to them.

'Service Charge' means:

- (a) the Proportion of the Service Costs; and
- (b) such reasonable flat rate charge as we determine is necessary to cover our direct and indirect costs and expenses of an incidental to the management of the Buildings and/or the provision of the Services where there is no direct expenditure on which to levy our management charge.

'Service Charge Account Date' means 1 April in each year of the Term or such other date or dates in each year of the Term as we may, by written notice to you, stipulate.

'Service Charge Period' means the period commencing on the commencement of the Term and expiring on the first Service Charge Account Date, and thereafter the period from 1st April in each year and up to and including the next Service Charge Account Date.

'Service Charge Statement' means the statement to be provided to you under Paragraph 3.10

'Service Costs' means the costs set out in Paragraph 2 of Schedule 6

'Services' means the services listed in Paragraph 1 of Schedule 6

'Sinking Fund' means the fund defined in Paragraph 4.1 of Schedule 6

'Sinking Fund Works' means the works listed in Paragraph 4.2 of Schedule 6

'Specified Rent' means £2420.04 per annum and other sums that may be payable pursuant to the provisions of Schedule 6 hereto

'Statute' means any Act of Parliament, including any modification for the time being in force and any order, instrument, permission, regulation or direction made pursuant to it.

'Support Contract' means a contract between you and a Support Provider to give you support services as set out in the contract.

'Support Provider' means the body appointed by the Landlord and who has or is about to enter into a Support Contract with you.

'Term' means 125 years starting on the Commencement Date.

'The Percentage' means 60%

'Title Matters' means the easements, rights, covenants and other matters affecting the title to the Property or the Buildings.

'VAT' means value added tax or any similar tax that is introduced in the future.

'We' or 'us' includes the person who, at the relevant time, owns the whole or a share of the interest in the Buildings which gives the right to possession of the Buildings when this Lease ends.

'You' includes the person or persons who, at the relevant time, is/are entitled to possession of the Property under this Lease.

1.2 In the Lease, unless the context otherwise requires:

- (a) references to the singular number include the plural and vice versa;
- (b) reference to persons includes firms, companies and corporations and vice versa;
- (c) whenever there is more than one leaseholder under this Lease all of the leaseholders' obligations under this Lease can be enforced against all of the leaseholders jointly and against each individually;

- (d) whenever an obligation is undertaken by two or more persons jointly they shall be liable jointly and individually in respect of that obligation;
- (e) any obligation by any person not to do something or to omit to do something shall include an obligation not to allow anyone else to do that thing or omit to do it;
- (f) if you or we agree under the terms of this Lease to do anything, you or we will have complied with our obligation if you or we have that thing done by someone else;
- (g) any sum payable by us or by you under this Lease is exclusive of VAT and, where it is chargeable, VAT must be paid in addition to any sum payable under this Lease;
- (h) reference to an Act of Parliament refers to that Act and any later Act that amends or replaces that Act; or
- (i) words in italics do not form part of this Lease but are included for information purposes only.

2 Demise and purchase price and rent

- 2.1 In consideration of the Purchase Price (representing the Percentage of the Initial Market Value of the Property) paid by you to us (receipt of which we acknowledge) we let the Property to you for the Term with full title guarantee subject to the provisions for determination set out in Clauses 7 and 8.
- 2.2 We let the Property to you with the rights set out in Schedule 2 and subject to the rights set out in Schedule 3.
- 2.3 We reserve as rent for the Term and you agree to pay during the Term by way of rent:

- (a) the Ground Rent in advance on demand in each year of the Term, the first payment to be made on the date of this Lease in respect of the period from that date until the next 31 March;
- (b) the Service Charge payable in accordance with Paragraph 3 of Schedule 6
- (c) the Utilities Charge payable in accordance with Schedule 7;
- (d) the Specified Rent and any variation thereof in accordance with the provisions of Schedule 9 by equal monthly payments in advance of the first day of each month the first payment to be made on the signing hereof
- (e) the Activities Charge payable in accordance with Schedule 7
- (f) any other sums payable by you to us under the terms of this Lease.

3 Your obligations

- 3.1 You covenant with us to observe and perform throughout the Term the obligations set out in Clause 2 above and Schedule 4.

4 Our obligations

- 4.1 We covenant with you to observe and perform throughout the Term the obligations set out in Schedule 5.

5 Forfeiture

- 5.1 Without prejudice to any other rights we may have if:
 - (a) any Rent payable under this Lease remains unpaid 21 days after becoming due (whether formally demanded or not); or

(b) you do not observe or perform any of your covenants in this Lease;

then (subject to Clause 5.2 below) we may at any time re-enter the Property (notwithstanding the waiver of any previous right of re-entry) whereupon this Lease shall determine, and Clause 8 of this Lease shall forthwith apply as if a notice had been served pursuant to Clause 7 of the Lease at the date of such re-entry but without prejudice to any rights we may have against you or you may have against us in respect of any breaches of this Lease.

5.2 We will not exercise this right of re-entry without giving 21 days' prior written notice of our intention to do so to any mortgagee which has registered a notice of charge with us or our solicitors.

6 Notices

6.1 Section 196 of the Law of Property Act 1925 will apply to all notices served by us on you under or for the purposes this Lease. This section specifying the manner in which notices may validly be served.

6.2 Our address for service of notices is the address that appears at the beginning of this Lease unless we notify you in writing of a change of address.

7 Determination

7.1 The Term granted by this Lease may be determined either:

- (a) during your lifetime by you or your legal representatives at any time giving to us three month's notice in writing or
- (b) in the event that you (and if two persons either person) in our reasonable opinion becomes incapable of managing your own affairs or if your affairs shall be made subject to the jurisdiction

of the Court of Protection by us giving you three month's notice in writing PROVIDED THAT if two persons constitute you the one who is capable of managing his or her own affairs may give a counter notice within one month of our notice of his or her wish to continue this Lease and so long as the person giving the counter notice continues to reside in the Property the operation of our notice pursuant to this paragraph shall be suspended. We have the right to terminate this Lease if you become incapacitated such that it is ceases to be reasonably practicable for us and your support providers to care for you in your Property. If you are the leaseholder with another person and that person is not incapacitated that person can suspend our notice if within one month of our notice, that person sends us a notice stating that s/he wishes to continue with the Lease.

- (c) at any time after the death of you (and if two persons the death of the survivor of them) by us or by your legal representative by one month's written notice PROVIDED THAT in the case of notice by us a copy of the notice shall also where practicable be sent to your legal representative if we have been notified of the appointment of such representative.

7.2 In the event of determination of the Term hereby occurring in accordance with any provision of Clause 5.1 or Clause 7.1 of this Lease you (or in the event of your death your personal representatives) shall be entitled (subject to Clause 7.3) to payment of the sum at the time and calculated in accordance with the provisions of Clause 8 below.

7.3 If at the time of determination of the Term in accordance with Clause 5.1 or Clause 7.1 of this Lease the interest of you shall be subject to any charge or mortgage payment of the sum becoming due pursuant to Clause 7.2 shall be made to the chargee or mortgagee in priority to you or your personal representatives.

8 Grant of New Lease

8.1 Following determination of the Term in accordance with Clause 5.1 or Clause 7.1 of this Lease and the vacation of the Property the amount to be paid by us to you pursuant to Clause 7.2 and Clause 7.3 of this Lease shall be such sum as we receive from a new leaseholder of the Property which amount shall be paid in accordance with Clause 7.2 and Clause 7.3 of this Lease within two weeks of the receipt thereof from such new leaseholder subject to the following deductions:

- (a) such Rent as may be due and owing or but for the determination of this Lease would have been due to us until the date upon which such new leaseholder becomes liable therefore (Rent here means all sums reserved as rent and payable as rent under Clause 2.3 of this Lease).
- (b) Such sums as may be required to be expended by us in fulfilling any of your outstanding obligations under this Lease including but not limited to putting the Property in good decorative order and repair.
- (c) 1.5 per cent of the Market Value Price if we have nominated a person to accept the grant of a new lease in accordance with Clause 8.2 of this Lease and that person has completed their purchase or /0.25 per cent of the Market Value Price if we have not nominated the person who completes the purchase of the new lease of the Property together with Heart of England Housing Association Limited legal costs plus vat and disbursements and selling agents commission (if any)
- (d) the Sinking Fund Deduction referred to in Paragraph 6 of the Particulars to this Lease which is to provide a fund to finance Sinking Fund Works, and which may include but not be limited to major repairs and renewal to and of the structure of the

Buildings and such upgrading and improvements to the Scheme as may be undertaken in our reasonable opinion in the interests of estate building management and/or for which we consider are necessary or desirable for the furtherance of the interests of the residents of the Scheme;

- (e) any amount your Support Provider informs us in writing that you owe them. When you leave if you owe any monies for care or support we will deduct those monies from the monies due to you.

- 8.2 The new leaseholder shall be such qualifying person as may be found by us within one month of determination in accordance with Clause 5.1 of this Lease or service of notice determining this Lease or such person as may be introduced by you in the event that we do not find a qualifying person within the period of one month of the determination in accordance with Clause 5.1 of this Lease or service of notice determining this Lease. "A qualifying person" shall be a person who shall be of at least 55 years of age on the date of introduction and shall satisfy the qualifying criteria for a lease in the Scheme in accordance with our eligibility rules for the time being for the assessment of persons and is suitable for housing in the Scheme in accordance with criteria established by us from time to time.
- 8.3 The new leaseholder shall be asked for and shall pay to us an amount equal to the then open market value of the Property as may be agreed between the parties within 2 months of the determination in accordance with Clause 5.1 of this Lease or the notice pursuant to Clause 7 of this Lease in default of agreement to be determined pursuant to Clause 8.4 of this Lease for a new lease of the Property for a term of 125 years with vacant possession and upon the same terms (except the amount of the purchase price) as this Lease save for any modifications which we may consider necessary or desirable the interests of good estate management and/or for the furtherance of the interests of the residents

of the Scheme including but not limited to adjustment (either upwards or downwards) of the Sinking Fund Deduction referred to in Paragraph 6 of the Particulars of this Lease according to our estimates of the sinking fund requirements at that time.

8.4 Any dispute arising from the terms of this Clause 8 including determination of the open market value as mentioned above shall be referred at the joint expense of the parties to a surveyor (acting as an expert and not as arbitrator) agreed by the parties or in default of agreement appointed at the request of either party by the president for the time being of the Royal Institution of Chartered Surveyors and whose decision shall be final and binding on the parties. The determination by the surveyor of the open market value of the Property shall be undertaken by applying the following assumptions:

- (a) that the Property is been sold on the open market by a willing seller;
- (b) that the Property is being sold on the terms set out in Clause 8.3;
- (c) that neither us or you or any other special purchaser is seeking to buy the Property;
- (d) such other assumptions as the surveyor considers appropriate to assess the value that the Property might be expected to realise if sold on the open market.

8.5 We declare that any payment received from a new leaseholder pursuant to this Clause 8 shall forthwith on and from the date of receipt be held as to the amount of such payment as may become due pursuant to Clause 8.1 of this Lease in trust absolutely for the person or persons so entitled to payment pursuant to that Clause and secondly as to the balance of such payment in trust for us absolutely.

9 Option to Purchase

9.1 We have the option that within one month of receipt of a notice of determination sent in accordance with Clause 7.1 of this Lease, (including service of a notice by us in accordance with Clause 7.1(c)), we may give notice to you that we wish to purchase the Property on the following basis:

- (a) We will complete the purchase on or before the expiry of the notice of determination;
- (b) The purchase price shall be determined in accordance with Clause 8.3 and 8.4 of this Lease.
- (c) We will deduct from the purchase price:
 - (i) the deductions as set out in Clause 8.1(a), 8.1(b), 8.1(d) and 8.1(e) of the Lease; and
 - (ii) 2.5% of the sum so calculated towards our expenses.

If and when a notice of determination is sent to us (or served by us in accordance with Clause 7.1(c)) we have the option to purchase back the property from you. The purchase price is the same purchase price a new leaseholder would pay.

10. Staircasing

The Leaseholder has the right to acquire additional shares in the Property and the provisions of Schedule 10 will be followed in relation to the implementation of the same

11. Charity Law

The property is held by us in trust for a Charity by Heart of England Housing Association Limited and Heart of England Housing Association Limited is an exempt charity.

IN WITNESS of which each party has executed this Lease as a Deed on the date
written above.

Schedule 1
The Property

1 **ALL THAT** Apartment on the ground floor of the Buildings shown edged red on the Plan , extending from the underside of the ceiling immediately above the Property to the upper side of any floor to the Property (or if there is a void below any floor immediately below the property to the upper side of the ceiling below that void) and extending laterally to the inner face of any solid wall bounding the Property (or in cases where there is a partition wall to the mid point of any void within the partition) excluding:

- a) the walls bounding the Property;
- b) all walls and pillars within the Property (including the whole of all non-load-bearing walls or partitions within the Property);
- c) all structural floor slabs and joists within the Property;
- d) all Conduits and Plant within the Property (including those which serve the Property exclusively);
- e) window frames and window glass and all doors (both internal and external) and door frames and all window and door furniture (including locks, catches, fastenings, hinges and stays);
- f) fixtures and fittings (save for those included by paragraph (h) of this Schedule);

but including:

- g) the plaster and other finishes on the insides of the walls bounding the property and on all faces of all load bearing walls and pillars wholly within the Property.

- h) all ceilings and other finishes applied to the ceiling immediately above the Property and (if any) any floorboards or other floor finishes within the Property, and
- i) all white goods including the washing machine, the fridge/freezer and the dishwasher (if any)

Schedule 2
Rights granted in common with other people

- 1 The right in common with us and all other people authorised by us:
- a) to connect to and use all Conduits and Plant serving, or for the benefit of, the Property (but without the right of access to areas outside the Property for this purpose);
 - b) to pass over the Common Parts and to use the Common Parts for the purposes for which they were designed or intended;
 - c) for emergency vehicles only to pass over and along the entrance forming part of the Scheme;
 - d) to use the gardens and grounds forming part of the Scheme subject to such reasonable rules and regulations for the common enjoyment thereof by all occupiers of properties forming part of the Scheme as we may from time to time prescribe;
 - e) to go onto the Common Parts to comply with your covenants and to enjoy your rights under this Lease. You may only exercise this right if:
 - (i) you cannot reasonably be expected to carry out the activity in question from the Property, and
 - (ii) you give us at least 21 days' prior written notice (except in emergency when you do not need to give us any notice), and
 - (iii) you cause as little damage and inconvenience as reasonably possible and make good immediately at your expense any damage caused by such entry.

The right to use the communal aerial and relay system (if any) for all proper purposes subject to you strictly performing and observing the covenants contained in Paragraph 18 of Schedule 4 of this Lease.

the right to support and shelter which the Property currently enjoys from the front of the Buildings.

granted to you exclusively

the exclusive right for you and any permitted occupier of the Property to use the Outside Area and in this paragraph "Outside Area" refers to the balcony or part of the terrace immediately adjacent to the Property.

Schedule 3
Exceptions and reservations

- 1 The right for us and anyone authorised by us (including other occupiers of the Buildings) without liability to pay compensation upon giving you prior written notice (except in emergency when we do not need to give you any notice) to enter and remain on the Property with or without tools, appliances, scaffolding and other materials in order to:
 - a) inspect, clean, maintain, repair, improve, renew, alter, install, reinstall, remove or connect up to any Conduits or Plant;
 - b) inspect, clean, maintain, decorate, repair, improve, renew, alter, demolish or rebuild the Retained Parts, any adjoining or adjacent premises or any things used in common if, in our reasonable opinion, it is more expedient to do so by entering onto and/or remaining on the Property;
 - c) carry out the works pursuant to Paragraphs 4.5 and/or 10.3 of Schedule 4;
 - d) comply with our obligations under this Lease or with any other Legal Obligation;

provided that the person who enters will cause as little damage and inconvenience as reasonably possible and will make good at their expense any damage caused to the Property by such entry.

- 2 The right to support and shelter from the Property which the Buildings currently enjoys.
- 3 The right to carry out works to the Buildings or to any other property and to use them in whatever manner we think necessary or desirable and to let other people do so even if this affects the access of light and air to the Property, or

any other amenity enjoyed by you (except for rights granted to you specifically under Schedule 2).

Schedule 4
Your obligations

1 Occupation

- 1.1 Not to permit the Property to be used for occupation of persons under the age of 55

2 Rent

- 2.1 To pay the Rent at the times and in the manner required by this Lease and not to reduce the Rent by making any deduction from it or setting off any sums against it.
- 2.2 If the Rent or any part of it is not paid in cleared funds within 14 days after becoming due (whether or not demanded except where a demand is required by this Lease) the sum in question will carry interest at the Default Rate for the period from the date on which it became due until the date of actual payment and that interest will be payable on demand.

3 Outgoings

- 3.1 To pay all Outgoings relating to the Property when they become due.
- 3.2 If at any time the Property is not separately assessed for any Outgoings, to pay us on demand a fair proportion of any assessment which includes the Property.

4 Repair, Clean, Paint and Decorate

- 4.1 To repair the Property and keep it in good and substantial repair and condition.

To keep the Property painted or otherwise decorated to a reasonable standard and to repaint and redecorate it not less than every seven years and also in the three months before the end of the Lease.

Paragraphs 4.1 and 4.2 do not apply to the extent that any failure is caused by damage by an Insured Risk (unless you are in breach of paragraph 9.1 below, ie, the insurers will not pay because of something you have done or failed to do).

To clean the inside of the windows in the Property as often as reasonably necessary.

If you breach this Paragraph 4 we may:

- (a) serve notice on you giving details of the breach;
- (b) as soon as practicable after receipt of the notice, and in any event within two months of receipt, you must start and proceed diligently to remedy the breach;
- (c) if you do not comply with Paragraph 4.6(b) we may enter the Property upon giving you reasonable prior written notice and carry out the relevant works and we may recover from you any costs we incur as a debt, plus interest at the Default Rate from the date of demand until the date of payment.

You must give us written notice of any damage to the Property or Buildings, or of any defect or want of repair which we are responsible for remedying.

To use the Property:

- (a) as your only or main residence; and

- (b) for residential purposes only.
- 5.2 Not to use, or let anyone who lives in or visits the Property use, the Property in a way that is a nuisance or annoyance, or might become a nuisance or annoyance, to us or our agents, employees or contractors or to anyone else who resides, visits or engages in lawful activity in the Buildings or the locality of the Property.
- 5.3 Not to, and not to let anyone else who lives in or visits the Property, harass, interfere with the way of life of, or do anything which causes or is likely to cause offence to, another tenant, leaseholder, visitor or person in the neighbourhood or to us or our agents, employees or contractors because of his or her age, race, colour, nationality, ethnic or national origin, religion, sex, sexual orientation, disability, appearance, marital or employment status.
- 5.4 Not to make or let anyone else make so much noise at any time (but particularly between 11.00 pm and 7.00 am) that it causes a nuisance to or annoys anyone in the neighbourhood.
- 5.5 Not to use the Property for any purpose or activity which is illegal or immoral nor to store or bring onto the Property any articles whatsoever of a specially combustible inflammable or dangerous nature.
- 5.6 Not to obstruct or damage any part of the Buildings or access to or from the Buildings or roads and to keep the roads, the accesses clear of unroadworthy or untaxed vehicles and other obstructions.
- 5.7 Not to display any notice sign or advertisement in the Property that can be seen from outside the Property nor put up any satellite dish, TV aerial, CB aerial or similar apparatus.
- 5.8 Forthwith to repair and make good any damage to the Common Parts and/or the Plant caused by you or your family anyone who is working

for you or licensees or by any other person under the control of you in such manner as we shall direct and to our reasonable satisfaction.

To provide carpets or such other suitable floor coverings to the floors of the Property.

To repay to us all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Scheme not hereby demised or any part of the Common Parts and/or Plans so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of you.

Not to use the car parking spaces within the Scheme for permanent use and such car parking spaces are only allocated on a first come first served basis subject to availability

Not to keep an animal in any part of the Scheme (including the Property) unless:

(a) with our written consent (which we shall not unreasonably withhold) the animal is a small pet such as a fish or a budgie; or

(b) a trained guide or hearing dog.

tions

Not to make any structural alterations, structural additions or structural improvements to the Property.

Not to make any non-structural alterations, non-structural additions or non-structural improvements without first:-

- (a) submitting to us two sets of plans and specifications of the proposed works if we so require;
- (b) obtaining our written consent, which we will not unreasonably withhold or delay;
- (c) paying all costs and fees (including professional fees) incurred by us in connection with your application for consent and any grant of consent pursuant to this Paragraph.

7 Dealing with the Property

- 7.1 Not to assign underlet or otherwise part with possession of the whole or any part of the Property but without prejudice to the right to determine this Lease in accordance with Clause 7 of it.

8 Giving up possession

- 8.1 To give up possession of the Property to us at the end of the Lease with vacant possession in a state of repair, condition and decoration consistent with the performance of your obligations under this Lease.
- 8.2 We are not responsible for anything you leave at the Property when you move out. Any items left by you at the Property at the end of the Lease may be sold or disposed of after attempting to give you notice. Our costs will be payable by you. Any monies collected from any sale may be offset against any moneys you owe us under the terms of this Lease.
- 8.3 Before the end of the Lease (if we so require) to reinstate all alterations, additions and improvements you have made to the Property during the Term to our reasonable satisfaction.

Insurance obligations

Not to do or fail to do anything that may cause the Insurance Policies to be void or voidable, or increase the insurance premiums.

Not to insure the Buildings or the Property against any of the Insured Risks (except to the extent that we fail to do so).

To notify us in the event of an occurrence of an Insured Risk.

- (a) If any of the insurance money under any of the Insurance Policies is wholly or partly irrecoverable due to any act, neglect or default on your part or on the part of your agent, licensee or invitee, or where the sum insured is inadequate as a result of a breach by you of Paragraph 9.1, then you must pay to us the irrecoverable amount or the shortfall as appropriate;
- (b) you must pay us any sums due under Paragraph 9.4(a) on the later of (i) the day on which we demand payment from you; and (ii) the date on which such insurance money would have been claimable under the Insurance Policies had they not been wholly or partly vitiated;
- (c) you must also pay us interest at the Default Rate on any sums due under Paragraph 9.4(a) from the date on which that sum is due to the date of payment.

Obligations and Required Consents

To comply with any Legal Obligations relating to the Property.

To give us a copy of any formal notice you receive from any Authority which relates to the Property or the Buildings. If we so require, you

will make or join in making any objections, representations or appeals to such notice as we may reasonably require.

10.3 If the Legal Obligation requires the carrying out of works on or to the Property or the Retained Property, we reserve the right to carry out the works on or to the Property or the Retained Property and you will be obliged to pay us on demand the proportion of the cost of those works that relate to the Property and a fair proportion of any incidental fees and expenses.

10.4 Before doing anything at the Property that requires any Required Consents you must:

- (a) obtain all Required Consents;
- (b) produce copies of the Required Consents to us;
- (c) obtain our approval to the Required Consents and their implementation (which we will not unreasonably withhold or delay).

11 Conduits and Plant

11.1 Not to use the Conduits or Plant except for the purposes for which they were designed.

11.2 Not to block or in any way obstruct the Conduits in the Scheme (including the Property).

12 Our right of access

12.1 Provided that we have given you reasonable prior written notice (except in an emergency when we do not need to give you notice) to allow us and anyone we have authorised to enter and stay on the Property for the purpose of:

- (a) exercising the rights we have reserved under Schedule 3 or under Paragraphs 4.5 and 10.3 of this Schedule;
- (b) valuing the Buildings or the Property for insurance purposes;
- (c) complying with any Legal Obligation;
- (d) inspecting the Property for any purpose which in our reasonable opinion is desirable in the interests of good Scheme management.

gation to vacate Property temporarily

To vacate the Property if:

- (a) we need to carry out works to the Buildings or the Retained Property which in our reasonable opinion cannot be carried out without substantial additional cost or inconvenience without your vacating the Property;
- (b) we provide you with satisfactory alternative accommodation;
- (c) we pay your reasonable expenses.

d party rights

To preserve all easements and rights which benefit the Property and not to do anything whereby a right of prescription could arise against us.

Not to stop up any window in the Property.

ulations

To comply with the Regulations.

16 Matters affecting our title to the Property

16.1 To comply with all of the Title Matters.

17 Costs

17.1 To pay us on demand on a full indemnity basis all costs, expenses, losses and liabilities incurred by us as a result of or in connection with:

- (a) any breach by you of your obligations under this Lease;
- (b) the contemplation, preparation and service of any notice under Section 146 or 147 of the Law of Property Act 1925, notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;
- (c) the contemplation, preparation and service of any notice under Paragraph 4.6 or any schedule of dilapidations served during the Term or within three months of the end of the Lease.

18 Communal aerial and relay system

18.1 To pay (as part of the service charge or otherwise) all charges reasonably attributable to the Property for the commissioning use and maintenance of that system.

18.2 To use that system only in accordance with first all such statutory regulations as may from time to time apply and secondly such terms and conditions as may from time to time be imposed by the owners or suppliers of that system.

18.3 To indemnify us and all other owners and occupiers of any part of the Scheme against all costs expenses and liabilities attributable to the use of that system by you or your guests visitors or other licensees.

If you have been assessed and required to enter into a Support Contract this means the Support Contract is fundamental to your occupation of the Property and any breach by you of the Support Contract will be considered by us to be a breach of this Lease.

Schedule 5
Our obligations

1 Quiet enjoyment

- 1.1 If you perform your covenants under this Lease, you may quietly enjoy the Property throughout the Term without any interruption or disturbance from us or any person claiming through, under or in trust for us.

2 Insurance

- 2.1 We will take out and maintain the following insurances in relation to the Buildings to the extent that cover is reasonably available in the market:

- (a) insurance against damage or destruction by the Insured Risks in a sum which is equal to the costs of reinstating the Buildings (plus any applicable VAT) including the cost of demolition, shoring up and site clearance, all surveyors', architects' and other professional fees and expenses in connection with reinstatement;
- (b) insurance against liability under the Defective Premises Act 1972 and any other statutory or legal obligation;
- (c) third party and public liability insurance.

- 2.2 We are not obliged to insure the Buildings to the extent that:

- (a) insurance is not available in the London insurance market;
- (b) any normal excess, exclusion or limitation imposed by insurers applies;

- (c) any Insurance Policies have become void or voidable as a result of any act, neglect or default of you or any of your sub-tenants, licensees, agents or invitees.

We will, within one month of receiving a request from you, provide you with a summary of the insurance cover in respect of the Buildings or provide you with a copy of the Insurance Policy together with evidence that the Insurance Policy is in force.

If the Buildings are damaged by an Insured Risk we will use all reasonable endeavours to obtain all Required Consents necessary for us to be able to reinstate the Buildings, and if these are obtained we will apply all insurance moneys received under the Insurance Policies maintained under Paragraph 2.1(a) above and any moneys received from you under Paragraph 9.4 of Schedule 4 and from any other contributors in reinstating the Buildings with all reasonable speed.

If the Buildings are destroyed or damaged by any of the Insured Risks so that the Property is unfit for occupation and use or incapable of reasonable access, and if the Property is not made fit for occupation and use or capable of reasonable access within three years after that damage or destruction occurs:

- (a) you or we may end this Lease by serving notice on the other terminating the Lease;
- (b) we will divide all insurance moneys received under the Insurance Policies maintained under Paragraph 2.1(a) above and any moneys received from you under Paragraph 9.4 of Schedule 4 and from any other contributors, and any interest earned on those moneys in the ratio of the open market value before the damage or destruction of the respective interests of all of the parties who have an interest in the Buildings.

2.6 We are not obliged to reinstate the Buildings to the same appearance or layout as before, but they must be reinstated so as to provide you with substantially the same amenities as before.

3 Other leases to be in similar form to this lease

3.1 We intend all leases we grant of property in the Buildings of 21 years or more to contain similar covenants to those contained in this Lease.

4 Enforcement of covenants in other leases

4.1 If you require us to do so we will enforce, or join with you in enforcing, the covenants contained in other leases or tenancies of the Buildings that we have granted that are similar to those contained in Schedule 4 of this Lease on condition that:

- (a) you indemnify us against all costs and expenses (including Value Added Tax) in respect of such steps to enforce and enforcement; and
- (b) you first make such payments on account or provide us with such security for costs as we may reasonably require;
- (c) before taking any enforcement steps (if we so require) you obtain (or we may obtain at your expense) a legal opinion from counsel of at least ten years' standing that such proceedings are likely to be successful.

5 Right to be consulted about management changes and to be informed about the landlord's management policies and performance

5.1 We will consult you, together with the other tenants and leaseholders occupying the Buildings, before making changes in matters of estate management or maintenance which are likely to have a significant effect on you.

You have a right to receive information on our housing management policies and on our performance in accordance with our obligations under guidance issued under Section 36 of the Housing Act 1996 and in accordance with other relevant regulations from time to time.

to use complaints procedure

You have a right to use our complaints procedure and we will supply you with details of the procedure on request.

ces

We covenant to comply with our obligations in relation to Services and Service Charges set out in Schedule 6

ies

We covenant to comply with our obligations in relation to the Utilities Charge set out in Schedule 7.

Schedule 6
Service Charges

1. Our obligation to provide services

1.1 We will use all reasonable endeavours to provide the Services.

1.2 The Services are:

- (a) the repair, decoration, improvement, maintenance, renewal, replacement and rebuilding of the Retained Property (including the Conduits and Plant that form part of the Retained Property), including painting the exterior of the Buildings as often as we consider necessary;
- (b) the cleaning of the Common Parts;
- (c) the provision of lighting, heating and hot water to the Common Parts;
- (d) the provision and maintenance of equipment relating to fire at the Buildings;
- (e) the provision and maintenance of a suitable lifeline, CCTV and door entry system;
- (f) the provision and maintenance of lifts;
- (g) the provision and maintenance of a communal television aerial or aerials serving the Buildings;
- (h) maintenance of communal rooms and outhouses (such as laundry, hobbies and crafts, hair and beauty salon, quiet areas,

lounge, main room, restaurant, buggy store and other rooms), facilities and equipment;

- (i) so far as reasonably practicable:
 - (i) to keep clean all outside surfaces of windows of all buildings forming part of the Scheme;
 - (ii) to keep the entrance parking spaces paving or other hard surfaces and footpaths forming part of the Scheme in good condition and free of refuse and obstruction;
 - (iii) to keep all gardens and ground forming part of the Scheme in good cultivation;
- (j) complying with all of our obligations in relation to insurance under this Lease;
- (k) the provision and maintenance of reasonable facilities for rubbish disposal;
- (l) in respect of the staff offices:
 - (i) paying the Outgoings;
 - (ii) keeping them furnished and equipped.
- (m) to employ staff directly or indirectly for general supervision of the Scheme upon such terms and conditions of service as the Landlord shall consider reasonable and proper; and
- (n) the provision of any other services and the carrying out of any other works (including improvements) which we may, from time to time, consider necessary or desirable for the proper

maintenance, safety, enjoyment or administration of the Buildings.

1.3 We are not obliged to provide the Services and will not be liable for any interruptions to the Services if and to the extent that:

(o) we are prevented from doing so by circumstances beyond our control; or

(p) the Service cannot reasonably be provided as a result of works being carried out at the Buildings pursuant to the provisions of this Lease;

but we will use all reasonable endeavours to ensure that any such services are restored as quickly as possible and that minimum possible inconvenience is caused to you.

1.4 Whilst we have covenanted in paragraph 1.1 to employ staff for general supervision of the Scheme, neither we nor any of our staff are or will be responsible for medical support or other care of you and you covenant with us that you will at your own expense make your own arrangements for all such attention and care as may be necessary. At the time you enter into this Lease you will also enter into a Support Contract with a Support Provider; that Support Provider will provide support as set out in that Support Contract.

1.5 Without affecting our rights under paragraph 1.3 above, we may vary the Services if, acting reasonably, we consider it necessary or desirable to do so, provided that we have first consulted with each leaseholder who will be materially affected by the variation.

ce Costs

The Service Costs are all costs reasonably incurred by us in the
ing and management of the Scheme and the Buildings and the provision
rks and services to it, including the cost of:

- a) providing the Services (including the cost of employing staff to provide the Services);
- b) retaining managing agents to manage the Buildings;
- c) if we do not employ managing agents, retaining a management charge of 15 per cent or such other charge as we may from time to time determine to be reasonable;
- d) arranging insurance, assessing any insured amounts and obtaining insurance valuations of the Buildings from time to time, and preparing, submitting, settling or dealing with any insurance claims;
- e) financing the provision of the Services, including interest charges;
- f) calculating the Service Charge for each leaseholder and preparing and issuing certificated accounts and audits in respect of the Service Charge;
- g) employing or engaging the services of such employees, agents, contractors, consultants, advisers and professionals as we consider desirable (acting reasonably) in connection with the provision of Services or complying with our obligations under this Lease;

- h) complying with, making representations against or otherwise challenging any Legal Obligation which may affect the Buildings;
- i) such sums as we consider desirable to retain by way of a sinking fund in respect of the Sinking Fund Works (but only in accordance with Paragraph 4.5 of this Schedule);
- j) all other expenditure incurred by us in respect of, or incidental to, the performance and exercise of our obligations and powers under this Lease, including but not limited to the employment or engagement of solicitors, counsel, accountants and other professional persons in connection with the management of the Scheme and the Buildings and the administration and collection of the Service Charge and the Utilities Charge payable by you or other leaseholders in the Scheme and our expenditure of and occasioned by any legal proceedings relating thereto;
- k) the notional fair gross rental value of any offices, storerooms or other accommodation owned by us and used by us or our servants and agents or others wholly or substantially for the purpose of the running and management of the Scheme and the Buildings or the provision of the Services shall for the purposes of this paragraph be deemed to be expenditure reasonably incurred by us in the running and management of the Scheme and the Buildings. The notional fair gross rental to be determined by us acting reasonably.

3 Payment of Service Charge

3.1 We will notify you before or during any Service Charge Period of the Estimated Service Charge payable by you during that Service Charge Period;

you must pay the Estimated Service Charge within 21 days of our serving notice on you of the Estimated Service Charge;

we may allow you to elect to pay the Estimated Service Charge by 12 equal monthly instalments on the first day of each month in the relevant Service Charge Period if you notify us in writing of your election to do so within 21 days of our notifying you of the Estimated Service Charge for that Service Charge Period, PROVIDED THAT any such concession we may give you to pay the Estimated Service Charge by monthly instalments shall not waive our right to require payment from you in accordance with Paragraph 3.2 above;

in respect of the Service Charge Period during which this Lease is granted, the Estimated Service Charge will be apportioned on a daily basis from the date of this Lease until the next date on which payment is due and you must make the first payment on the date of this Lease;

the Estimated Service Charge may include Service Charge payable in respect of Service Costs incurred in a previous Service Charge Period, provided that:

- a) either those costs were incurred no earlier than 18 months before the Service Charge demand in respect of those costs,
- b) or we gave you advance warning in accordance with our statutory obligations that we would be recovering a Service Charge contribution in respect of those costs;

we may revise the Estimated Service Charge for the relevant Service Charge Period in the event that we anticipate that the Service Costs differ from our previous estimate;

if we revise the Estimated Service Charge upwards you must pay the excess amount within 21 days of written demand;



- 3.8 if the Service Charge exceeds the Estimated Service Charge in any Service Charge Period you must pay the difference to us within 21 days of receipt of the Service Charge Summary;
- 3.9 if the Service Charge is less than the Estimated Service Charge in any Service Charge Period, then the difference will be credited against the next payment of Service Charge (or if the Lease has come to an end we will repay it to you);
- 3.10 within six months of the end of the Service Charge Period we will supply you with a Service Charge Statement containing a summary of the Service Costs that have been incurred in the Service Charge Period in relation to which Service Charge has been, or will be, paid or demanded and showing the proportion of those costs paid or payable by you). The Service Charge Statement shall be certified by a chartered accountant who shall be appointed by us and in the absence of manifest error or omission shall be final and binding between the parties to this Lease to the maximum extent allowed by law;
- 3.11 if requested in writing to do so by you within six months of obtaining the Service Charge Statement, we will provide you with reasonable facilities for inspecting and taking copies of the accounts, receipts and other documents supporting the summary;
- 3.12 we will comply with all of our statutory obligations to you from time to time, including any statutory obligations in relation to consultation with leaseholders on the reasonableness of service charges.

4 Sinking fund

- 4.1 We will operate a sinking fund in order to accumulate in advance the expected cost of the Sinking Fund Works.
- 4.2 The Sinking Fund Works are:

- a) major repairs to the structure roof and foundations of the Buildings;
- b) major repairs or replacement or renewal of the air conditioning system, lifts, lifeline system, CCTV, door-entry system and fire detection system ;
- c) replacement of windows, fascias, soffits, guttering, external doors, exterior decoration and repairs and maintenance to external parts of buildings and outside areas;
- d) replacement of equipment and furniture and refurbishment and redecoration of Common Parts
- e) works which, in our reasonable opinion, are proper items for Sinking Fund expenditure in the interest of good building management.

We will hold the Sinking Fund on trust for all those leaseholders who are obliged to contribute to the Sinking Fund Works under their leases in proportion to the actual contributions made by each such leaseholder save that upon the termination of this Lease the sum held on trust in respect of your contributions shall be revert to a general trust in favour of all leaseholders for the time being to fund Sinking Fund Works. The Sinking Fund shall only be disbursed for the purposes allowed by this Lease, namely, to pay for the Sinking Fund Works.

The period of 80 years from the date of this Lease shall be the perpetuity period applicable to these provisions. At the end of that period any of the Sinking Fund unexpended must then be held for the benefit of any new trust then established in relation to the Sinking Fund Works.

- 4.5 If, and only if, the sums standing to the credit of the Sinking Fund are insufficient to meet the cost of the Sinking Fund Works we may recover the balance of the costs through the Service Charge.
- 4.6 We will hold the Sinking Fund in a separate deposit account and all interest earned (less the cost of maintaining the account and any applicable tax) will be added to the Sinking Fund.
- 4.7 Every Service Charge Statement will include a statement of the balance of the Sinking Fund and of the income and expenditure since the previous Service Charge Statement.

Schedule 7
Utilities Charge and Activities Charge

Utilities Charge and Activities Charge

will notify you before or during any Utilities Charge Period and Activities Charge Period of the Estimated Utilities Charge and Estimated Activities Charge payable by you during that Utilities Charge Period and Activities Charge Period ;

must pay the Estimated Utilities Charge and Estimated Activities Charge within 21 days of our serving notice on you of the Estimated Utilities Charge and Estimated Activities Charge ;

may allow you to elect to pay the Estimated Utilities Charge and Estimated Activities Charge by 12 equal monthly instalments on the first day of each month in the relevant Utilities Charge Period and Activities Charge Period if you notify us in writing of your election to do so within 21 days of our serving you of the Estimated Utilities Charge for that Utilities Charge Period and Activities Charge Period , PROVIDED THAT any such concession we give you to pay the Estimated Utilities Charge and Estimated Activities Charge by monthly instalments shall not waive our right to require payment from you in accordance with Paragraph 2 above;

As to the Utilities Charge Period and Activities Charge Period during which this Lease is granted, the Estimated Utilities Charge and Estimated Activities Charge will be apportioned on a daily basis from the date of commencement of the Lease until the next date on which payment is due and you must make the payment on the date of this Lease;

may revise the Estimated Utilities Charge and Estimated Activities Charge for the relevant Utilities Charge Period and Activities Charge Period in the event that we anticipate that the Utilities Costs and or Activities Costs differ from our previous estimate;

- 6 if we revise the Estimated Utilities Charge and Estimated Activities Costs upwards you must pay the excess amount within 21 days of written demand;
- 7 if the Utilities Charge and or Activities Costs exceeds the Estimated Utilities Charge and Estimated Activities Costs in any Utilities Charge Period and Activities Costs Period you must pay the difference to us within 21 days of receipt of the Utilities Charge Summary and Activities Costs Summary ;
- 8 if the Utilities Charge and or Activities Charge is less than the Estimated Charge in any Charge Period, then the difference will be credited against the next payment of Utilities Charge and or Activities Charge (where appropriate) (or if the Lease has come to an end we will repay it to you);
- 9 within six months of the end of the Utilities Charge Period and Activities Charge Period we will supply you with a Utilities Charge Statement and Activities Charge Period containing a summary of the Utilities Costs and Activities Costs that have been incurred in the Utilities Charge Period and the Activities Charge Period in relation to which Utilities Charge and Activities Charge has been, or will be, paid or demanded and showing the proportion of those costs paid or payable by you). The Utilities Charge Statement and Activities Charge Statement shall be certified by a chartered accountant who shall be appointed by us and in the absence of manifest error or omission shall be final and binding between the parties to this Lease to the maximum extent allowed by law.

Regulations

Do not throw any dirt, rubbish, rags or other refuse into the sinks, baths, or cisterns or Conduits.

hang or expose in or on any part of the Property so as to be visible from outside any clothes or washing of any description, or any other articles, nor outside the Property any similar object, nor to shake any mat, broom or articles inside any part of the Retained Property or out of the windows Property or any part of the Retained Property

all times suitably and properly to cover and keep covered the floors of
 chen and bathroom of the Property.

times when not in use to keep shut the entrance doors to the Buildings ensure particularly between the hours of 11.00 pm and 7.00 am that the doors to the Property are closed as quietly as possible and that no noise or annoyance is caused to anyone who resides, visits or engages in activity in the Buildings.

morning, or as often as may be necessary, to empty any rubbish, y wrapped, into refuse receptacles or other means of refuse disposal (if at we may provide.

any time to interfere with the external decoration or painting of the
ty or of any part of the Buildings.

ply with any reasonable requirements of which we may notify you in
g to facilitate the carrying out of the external decoration or painting of
property or of any other part of the Buildings.

the cost of making good any damage at any time done by you, or
ees, your invited visitors or anyone you may employ to any part of the
ings or to the personal property of anyone else who may occupy the

Buildings by the carrying in or removal of furniture or other goods to or from the Property.

- 9 To pay to the us in advance for each use of the guest accommodation (if any) forming part of the Scheme such charges as may be prescribed by us from time to time and to indemnify us against all costs expenses and liabilities (other than any which may be recoverable by virtue of the insurance referred to in Clause 5(e) of this Lease) attributable to use of that accommodation by you or your guests or visitors.
- 10 To use the laundry room and its equipment (in each case if any) properly and in accordance with all relevant operating instructions and to indemnify us and all other owners and occupiers of any part of the Scheme against any costs expenses and liabilities attributable to breach of this regulation by the you or your guests visitors or other licensees
- 11 Not at any time without our written consent to add to or in any way interfere with the Conduits.
- 12 To comply with such additional regulations as we, acting reasonably, may decide.
- 13 To keep the Property and the garden clean, tidy and free from rubbish at all times
- 14 Along with your neighbours you must keep any communal gardens and areas not covered by the Service Charge clean, tidy and free from rubbish
15. You must not breach current planning regulations or covenants imposed on the Property
16. If you are living as partners (whether married or not) you and your partner must not act in a violent way or threaten violence either to each other or other members of the household such that either of you leaves the Property by reason of such behaviour

i must not smoke in the indoor communal area

promptly report to the Landlord any disrepair or defect for which they are
onsible either in the Property or communal parts

should test smoke alarms and door viewers every month. If your smoke
or door viewers are powered by battery it is your responsibility to ensure
teries are replaced as and when required and in any event not less than

must inform us in writing and if possible in advance if you expect to be
the property for 28 days or more. If you fail to do so we may think you
ned the property and take steps to recover possession of it

SCHEDULE 9

Rent Review

1. In this Schedule the following expressions shall have the following meanings:-

- (1) "the Review Date" shall mean 1st April in each year and each successive 1st April during the term
- (2) "RPI" shall mean the United Kingdom General Index of Retail prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substitute index and in that case the substitute index so selected shall thereupon be the RPI

- 2 (1) On each Review Date the new Gross Rent may be calculated by increasing the Gross Rent payable immediately prior to the relevant Review Date by that percentage which represents the sum being a maximum of 2% plus the increase of the RPI from the RPI published for the September immediately before the relevant Review Date to the RPI published for the September immediately before the relevant Review Date

PROVIDED FURTHER THAT the Specified Rent may never be less than £1.00 plus the highest sum as would be a "low rent" in relation to the Premises within the meaning of the Leasehold Reform Act 1967 Section 4 as amended

- (3) One month prior to each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Specified Rent payable from the Review Date

Schedule 10
Staircasing (limited)

in Schedule and in Clause 6 the following expressions have the following meanings respectively:-

"Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein save that the restrictions contained in this Schedule as to purchases of shares in the Premises shall be disregarded, and it shall be assumed that the Leaseholder has acquired 100% of the shares in the Premises and that the annual rent is a peppercorn AND disregarding the following matters:-

- (i) any mortgage of the Leaseholders interest
- (ii) any interest in or right over the Premises created by the Leaseholder
- (iii) any improvement made by the Leaseholder or any predecessor in title of his and
- (iv) any failure by the Leaseholder or any predecessor in title to carry out the repairing obligations contained in Clause 3(3) hereof
- (v) the provisions of Clause 3(13)

"a Portioned Percentage" shall mean at any relevant time a portion of the then Market Value of the Premises of at least 10 per cent or the balance up to a maximum of 75 %

- (3) "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or percentages paid for pursuant to Paragraph 2(2) hereof
 - (4) "the Valuer" means an independent expert agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors
 - (5) "Final Staircasing" shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to 25%
 - (6) "the Relevant Date" shall mean the date three months after completion of the Final Staircasing
2. (1) At any time or times during the term after the first anniversary of the date hereof the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire **PROVIDED THAT** no person may exercise their rights as Leaseholder to serve notice upon the Landlord pursuant to this Paragraph 2(1) until they have been the Leaseholder hereunder for three months and **PROVIDED FURTHER THAT** this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3 (14) hereof without the restriction that no purchase may take place during the year commencing with the date hereof and **PROVIDED FURTHER THAT** the final Portioned Percentage shall be such sum as reduces the Relevant Percentage to 25%
- (2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholders notice served pursuant to paragraph 2(1) (upon which the price of acquisition will be based) within 14 days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuers determination in writing within 7 days of receipt of the said determination

... any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of Paragraph 2(4) of this Schedule

The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of such payment the Specified Rent payable hereunder shall be an amount equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date subject to the proviso that the Specified Rent shall never be less than Two hundred and fifty pounds

The Landlord upon receipt of the said sum equal to a Portioned Percentage shall (if required) forthwith pay to the mortgagee of its reversionary interest in the Premises and to the Housing Corporation the said sum or such part thereof as the said mortgagee and/or the Housing Corporation may properly require to be paid to it And the Landlord shall obtain a receipt therefor and deliver a certified copy of the same to the Leaseholder

On completion of the payment for a Portioned Percentage in addition to the sum payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder The Landlord and the Leaseholder shall save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase

Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete the relevant Memorandum annexed to the original and counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable, and if Final Staircasing has then taken place, the remaining clauses of this Fourth Schedule shall operate if applicable.



3. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand
4. It is hereby agreed and declared that the decision of the Valuer shall be final and binding on the parties hereto

SIGNED as a

DEED by the **LEASEHOLDER**

In the presence of:

FIRST MEMORANDUM OF STAIRCASING

:

RECORD

day of

20

ent of

("the Premium") being % of the Market Value of the Property

by the Valuer on the

20 the

raised a Portioned Percentage of % of the Property

d Rent (the rent payable) as from the

day of

payment of the Premium is £

per annum

half of **THE LANDLORD**

T

THE UNIVERSITY OF CHICAGO

Landlord :

On the day of 20

£ ("the Premium") being % of the Market Value of the Property
as

purchased a Portioned Percentage of % of the Property

The Specified Rent (the rent payable) as from the _____ day of _____

20 (date of payment of the Premium is £ per annum

Signed by _____
for and on behalf of **THE LANDLORD**

Dated:

Signed by
THE TENANT

Dated:

THIRD MEMORANDUM OF STAIRCASING

Tenant :

Landlord :

THIS IS TO RECORD

On the _____ day of _____ 20____

on the payment of

£ (the Premium") being % of the Market Value of the Property
as

assessed by the Valuer on the 20 the
Tenant

purchased a Portioned Percentage of _____ % of the Property

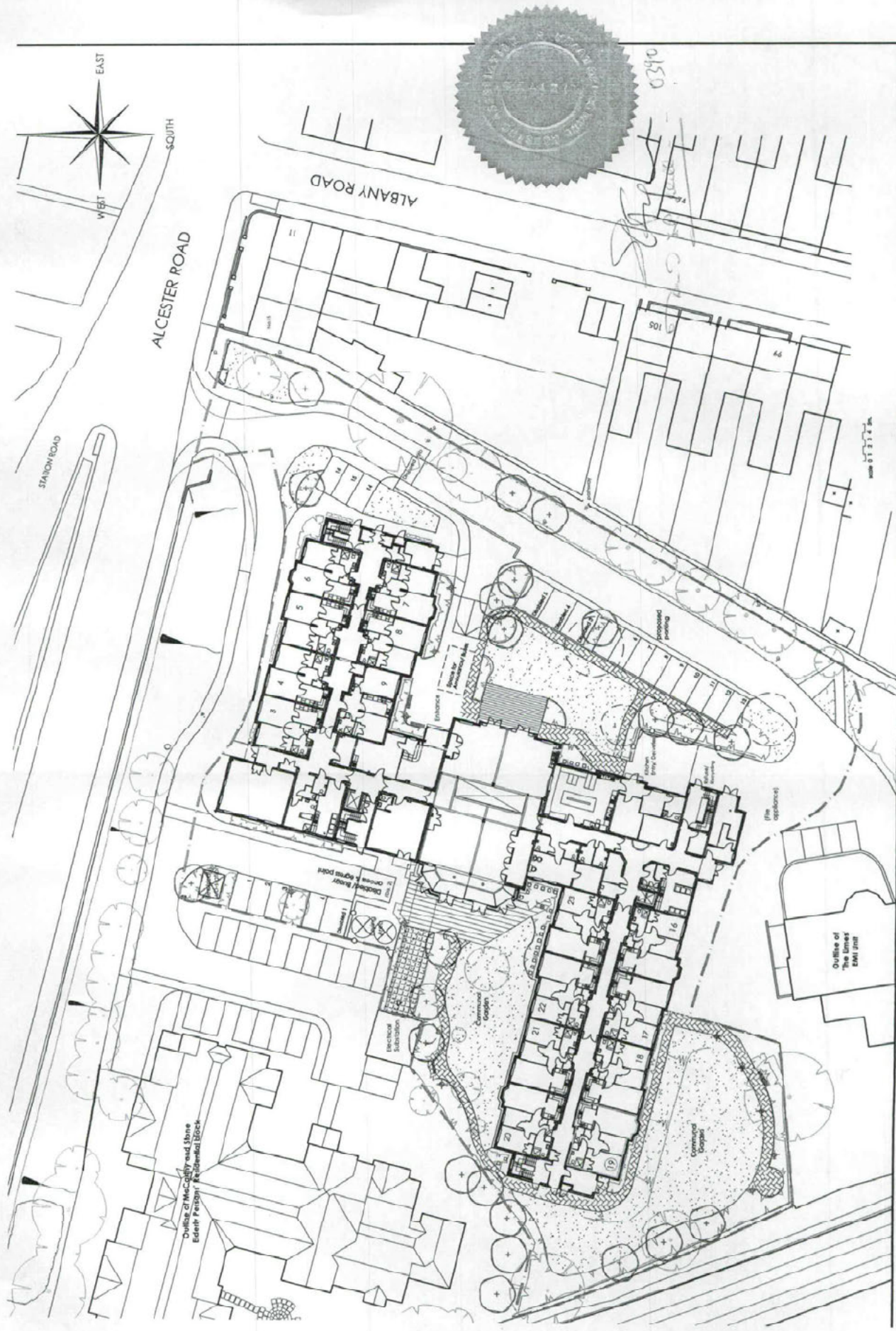
The Specified Rent (the rent payable) as from the _____ day of _____

20 (date of payment of the Premium is £ per annum

Signed by _____
for and on behalf of **THE LANDLORD**
Dated _____

Signed by
THE TENANT

Dated



ER TROUP ARCHITECTS
52 Lynch Road
Gosport, Portsmouth

Contract
Extra Care Development at Briar Craft,
Alcester Road, Stratford Upon Avon.

Client
Orbit Heart of England

Sheet Title
Transfer Plan:
GROUND FLOOR





WALKER TROUP ARCHITECTS
 32 Linsdon Road
 Sutton Coldfield
 West Midlands B73 4BS
 T: 0121 355 4040
 F: 0121 355 0742
 E: act@walkertroup.co.uk



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Contract
 Extra Care Development at Bicar Croft,
 Alcester Road, Stratford Upon Avon.

Client
 Orbit Hear of England

Sheet Title
 Transfer Plan:
 GROUND FLOOR

Date
 08.05.09

Drawn By
 tah

Checked By
 wfo

Drawing Number

0525/ 2/TPGF19