

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1997
LEASE OF PART

ADMINISTRATIVE AREA : **Halton**

TITLE NUMBER : **CH469448**

PROPERTY : **Land on the north west side of Trentham Street, Runcorn**

DATE : **2004**

Particulars

1. Landlord: **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO19 4FE

2. Tenant: [] of []
[]
WATERSIDE PLACE (RUNCORN)
MANAGEMENT COMPANY LIMITED
whose registered office is at Belcon House
Essex Road Hoddlesden Hertfordshire EN11 0DR

3. Management Company: whose registered office is at Belcon House
Essex Road Hoddlesden Hertfordshire EN11 0DR

Purchase Price: POUNDS (£)

5. Term: 125 years from the 1st day of January 2004

6. Property: Apartment intended to be known as Waterside Place , Dukesfield, Runcorn, Cheshire including the parking space shown edged red on Plan B and more particularly described in the First Schedule being one of Apartments in the Block

7. Ground Rent: £75.00 per annum

8. Service Charge/Estate Cost: One 1/ 62 of the Service Costs

9. First Interim Service Charge/Estate Cost: £718.00 per annum apportioned on a daily basis

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Operative Provisions

1. Definitions and Interpretation

In this lease and its schedules the words and phrases specified in the Particulars or this clause shall have the appropriate specified meanings:

Accessways:	means any accessways pedestrian ways forecourts or drives entrances halls staircases landings or corridors now or hereafter constructed within the Development
Accounting Date:	means the 31st day of December in each year (or such other date as the Management Company may from time to time substitute for that date);
Accounting Period:	means the period commencing on the day immediately after each Accounting Date and ending on the following Accounting Date;
Block:	means the relevant block of Apartments of which the Property forms part;
Building(s):	means the Blocks cycle stores bin stores and such other buildings as are erected on the Development;
Certificate:	means a certificate issued under the provisions of clause 4 of the Seventh Schedule;
Commencement Date:	means the date of this lease;
Common Parts:	means the main structures of the Blocks, the external areas including the Estate Road and communal gardens, the Service Media and all other parts of the Development (other than the Property and the corresponding parts of the other lettable parts of the Buildings) as more particularly described in Part One of the Sixth Schedule;
Development:	means the land and buildings thereon at Waterside Place, Dukesfield Runcorn aforesaid for the purposes of identification only shown edged blue on Plan B;
Estate Road	means the road shown hatched in black on Plan B
Estimate:	means an estimate prepared under the provisions of clause 2 of the Seventh Schedule;
Apartments:	means the self-contained Apartments within the Blocks and the car parking spaces on the Development;
Interest:	means interest at the rate of four per cent per annum above the base rate (or such other rate replacing the same by reference to which Barclays Bank plc or such other clearing bank as hereinafter provided determines its rate of interest) of Barclays Bank plc (or such other London clearing bank as the Management Company may nominate) prevailing from time to time;
Interim :	means the Tenants advance payment of the based on the amount of the Estimate for each Accounting Period
Interim Service Charge/Estate Cost/Estate Cost:	means the Tenant's advance payment of the Service Charge/Estate Cost/Estate Cost based on the amount of the Estimate for each Accounting Period;

Landlord:	includes the person for the time being entitled to the reversion immediately expectant upon the Term granted by this lease;
Leases:	means any leases granted or to be granted by the Landlord of the Apartments at the Development;
Particulars:	means the particulars specified on the front sheet of this lease and the definitions contained in the Particulars shall apply in this lease;
Payment Day:	means the day immediately after each Accounting Date;
Perpetuity Period:	means the period of eighty years from the date hereof;
Plans A and B	means the plans so lettered and annexed to this Lease
Rents:	means the Ground Rent, Service Charge and Estate Charge;
Reserve Fund:	means a fund that the Management Company may decide to establish in order to meet future expenditure which it expects to incur in maintaining replacing rebuilding or renewing those items which it is obliged or entitled to maintain replace rebuild or renew under the terms of this lease;
Service Charge/Estate Cost/Estate Cost:	means the proportion specified in the Particulars of the Service Costs or such other proportion as may from time to time be substituted for it under the provisions of Clause 7.2.1 of this lease;
Service Costs:	means the amount of money expended in respect of the matters set out in the Sixth Schedule Part Two along with the Estate Costs
Service Media:	means all drains channels sewers pipes wires cables conduits aerials tanks watercourses gutters soakaways and the private pumping station and other conducting media whatsoever and any structures incidental to the user thereof (and all other apparatus for the supply of water electricity telephone or television signals) now or hereafter within the Perpetuity Period constructed excluding such service media exclusively serving the Property;
Supplemental Interim Service Charge :	means the payment mentioned in clause 3.4 of the Seventh Schedule to this Lease
Tenant:	includes the person for the time being entitled to the Term hereby granted and where the Tenant is more than one person all Tenant's covenants and agreements shall be deemed to have been made jointly and severally;

2. Grant of Lease of the Property

IN consideration of the Purchase Price specified in the Particulars now paid by the Tenant to the Landlord (the receipt whereof is acknowledged) and of the Rents and covenants on the part of the Tenant hereinafter reserved and contained THE LANDLORD with full title guarantee HEREBY DEMISES unto the TENANT the Property TOGETHER WITH the rights set out in the Second Schedule TO HOLD the same unto the Tenant for the Term paying the Ground Rent yearly and also paying on demand by way of further rent the Service

Charge/Estate Cost/Estate Cost and the SUBJECT TO the rights excepted and reserved set out in the Third Schedule and to the covenants on the parts of the Tenant hereinafter contained in the Fourth Schedule

3. Tenant Covenants

THE Tenant for the mutual protection of the Landlord and of the Management Company and also of the registered proprietors of the Apartments and any part of the Development for the benefit of the Development and each and every part thereof and with the intention of binding the Property covenants with the Landlord and the Management Company to observe and perform the obligations on the part of the Tenant set out in the Fourth and the Seventh Schedules

4. Landlord Covenants

THE Landlord relying on the covenants on the part of the Tenant set out in this Lease covenants with the Tenant to observe and perform the obligations on the part of the Landlord set out in the Fifth Schedule

5. Management Company Covenants

THE Management Company relying on the covenants on the part of the Tenant set out in this lease covenants with the Landlord and as a separate covenant with the Tenant to observe and perform the obligations on the part of the Management Company set out in the Sixth and Seventh Schedules

6. Management Company Rights

THE Landlord grants to the Management Company such rights of entry onto the Property and access and egress on over and through the other parts of the Development as are necessary for the Management Company to carry out its obligations set out in this lease

7. Agreements and Declarations

IT IS AGREED AND DECLARED as follows:

- 7.1 that if any Rents hereby reserved or any part thereof shall be unpaid for twenty one days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Tenant or condition herein contained shall not be performed or observed by the Tenant then and in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach or non-observance by the Tenant of the covenants or conditions herein contained;
- 7.2.1 that the Management Company shall be entitled by giving written notice to the Tenant to vary the Service Charge/Estate Cost and the from time to time as a consequence of any alteration or addition to the Buildings or any alteration in the arrangements for provision of services therein or any other relevant circumstances;
- 7.2.2 that any variation in the Service Charge/Estate Cost and the shall take effect from such date as the Management Company may specify in such written notice having regard to the date of occurrence of the reason for such variation;
- 7.3 that all the Schedules are imported into the operative part of this Lease;
- 7.4 that in the event of the Property or any part thereof at any time during the Term being so damaged or destroyed by fire or any of the other risks insured against by the Management Company as to be unfit for habitation and use then the Rents hereby

reserved according to the nature and extent of the damage sustained shall be reduced on an equitable basis until the Property shall again be rendered fit for habitation and use;

- 7.5 that all the rights and obligations of the Landlord and the Tenant respectively under this lease shall be incident to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest created by this lease and shall accordingly be enjoyed and performed by the person in whom such reversion and leasehold interest respectively shall for the time being be vested;
- 7.6 Section 196 of the Law of Property Act 1925 shall apply to any notice demand or other instrument authorised to be served hereunder and any notice served by the Landlord shall be sufficiently served by any agent of the Landlord
- 7.7 In the Lease where the expressions "the Lessee" includes two or more persons **IT IS HEREBY DECLARED** that the Lessee shall hold the Property **UPON TRUST** to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rent and profits thereof until sale upon trust for themselves as joint tenants and such persons declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the Property

8. **Land Registry Restriction**

The Tenant hereby authorises his Solicitor to lodge with his application to register this Lease at HM Land Registry from RX1 containing a restriction in Form L as specified in Schedule 4 of the Land Registration Rules 2003

9. **Third Parties**

To the extent permitted by law the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

10. **Certificate of Value**

IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration £250,000

THE FIRST SCHEDULE

The Property

THE Property is shown edged red on Plan A and includes:

1. the floors and ceilings but not any other part of the floor joists or slabs or the ceiling joists or slabs that bound the Property;
2. the interior finishes of the walls that bound the Property;
3. the inner half severed medially of any internal non-load bearing walls that divide the Property from the Block;
4. the whole of any internal non-load bearing walls wholly comprised in the Property;
5. the doors and windows and their frames at the Property including the door to the Property from the Block;
6. other internal parts of the Property not specifically mentioned in this lease excluding any Service Media which do not exclusively serve the Property;
7. any cold water storage tank situate in the roof space above the Property (if any) and the Service Media in either case exclusively serving the Property;
8. The parking space (if any) edged red on Plan B

THE SECOND SCHEDULE

Rights Granted to the Property

THE right for the Tenant and all persons authorised by the Tenant in common with all other persons having a similar right (subject to the Tenant paying the Service Charge/Estate Cost and):-

1. to pass with or without vehicles along the Estate Road and the Accessways but on foot only over those parts of the Estate Road and the Accessways intended for pedestrian use
2. to use the Service Media for the passage of water sewage gas electricity telephone or television signals and other services and any entry phone system installed
3. to use any cycle store marked "cycle store" on plan B and/or any refuse store or stores marked "bin store" on Plan B adjacent to the relevant Block of which the Property forms a part;
4. to use the communal grounds of the Development excluding the Accessways for recreational purposes;
5. to use any facilities or other things not otherwise mentioned provided for the common use of the Tenant and all other persons having a similar right;
6. to retain in place any part of the Property which overhang or protrude into any other part of the Development;
7. to have the Property supported and protected by all other parts of the Development and the Buildings;
8. to enter upon such other parts of the Development (other than the site of any electricity substation or similar installation) as are necessary at all reasonable times upon reasonable notice in writing (except in the case of an emergency when no notice will be required) for the purposes of inspecting maintaining repairing and renewing the Property and the Service Media exclusively serving the Property.

THE THIRD SCHEDULE

Rights Reserved out of the Property

1. The rights (which so far as not already created are hereby reserved) of the Landlord and other the owners or occupiers from time to time of any part of the Development and all persons authorised by them:
 - 1.1 to use the Service Media in the Property for the passage of water sewage electricity telephone or television signals and other services;
 - 1.2 to retain in place any parts of the Development which overhang or protrude into the Property;

- 1.3 to have all parts of the Development supported and protected by the Property;
- 1.4 to enter upon the Property at all reasonable times upon reasonable notice in writing (except in cases of emergency when no notice shall be required) so far as may be necessary:
 - 1.4.1 to repair any part of (and to prevent any damage to) the Buildings or any other part of the Development or the adjoining or contiguous premises and to make repair maintain rebuild cleanse and to lay down maintain repair and test all Service Media;
 - 1.4.2 to view and examine the state and condition of the Property; and
 - 1.4.3 to make good all defects decays and wants of repair of which notice in writing shall be given by the Landlord or the Management Company to the Tenant and for which the Tenant is liable hereunder and has not remedied within two months after the giving of such notice.
- 2. The rights of the Management Company more particularly referred to in Clause 6 of this lease

THE FOURTH SCHEDULE

The Tenant's Covenants

- 1. **Ground Rent**
To pay the Ground Rent specified in Clause 7 of the Particulars on 1st January in each year whether or not demanded by the Landlord.
- 2. **Rates Taxes and VAT**
To pay and to indemnify the Landlord and the Management Company against:
 - 2.1 all rates taxes assessments charges duties impositions and other outgoings whatsoever which are now or during the Term shall be assessed charged or imposed upon the Property or upon the owner or occupier of them;
 - 2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of this lease or in respect of any payment made by the Landlord or the Management Company where the Tenant agrees in this lease to reimburse either of them.
- 3. **Interest**
To pay Interest on all rent or other sums payable by the Tenant which are in arrear and unpaid for more than fourteen days after the same shall become due and payable under this lease whether formally demanded or not
- 4. **Service Indemnity**
 - 4.1 To keep the Management Company and the Landlord indemnified in respect of any charges for water electricity and gas or other services payable in respect of the Property such sums to be repaid to the Landlord or the Management Company on demand.
 - 4.2 To pay to the Management Company on demand a fair and proper proportion of the metered cost of all water supplied to the Buildings via the Service Media in the event that the Tenant is not charged directly by the water supply company in respect of the Property
- 5. **Repair**

To repair and keep the Property and all additions and improvements in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Tenant shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth Schedule Part One Clause 6 (unless such insurance shall be wholly or partially vitiated by any act or default of the Tenant or of any member of the family employee or visitor of the Tenant or other such occupiers) or for any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company hereinafter contained

6. **Decorate**

As often as may be necessary and in the last year of the Term to paint with two coats of a good quality paint and in a proper and workmanlike manner all the internal wood metal stone and other parts of the Property which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Property as are usually or ought to be so dealt with and to paper with paper of suitable quality such parts thereof as are usually papered

7. **Clean Windows**

To clean all internal surfaces of all windows of the Property as often as is reasonably necessary

8. **Permit Access**

To permit the Landlord, the Management Company and others authorised by either of them with or without workmen and others at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter into and upon the Property or any part thereof for the following purposes namely:

- 8.1 to repair any part of (and to prevent any damage to) the Buildings or any other part of the Development or the adjoining or contiguous premises and to make repair maintain rebuild cleanse and to lay down maintain repair and test all Service Media and for similar purposes the Landlord, Management Company or other persons exercising such right (as the case may be) doing no unnecessary damage and making good all damage occasioned thereby to the Property;
- 8.2 to view and examine the state and condition of the Property; and
- 8.3 to make good all defects decays and wants of repair of which notice in writing shall be given by the Landlord or the Management Company to the Tenant and which the Tenant has not remedied within two months after the giving of such notice.

9. **Insurance**

- 9.1 Not to insure the Property against any risks covered by the Management Company nor to do or omit to do anything which may make void or voidable any policy or policies of insurance of the Buildings or the contents of any other of the Apartments or which may cause any increased premium to be payable or reduce the amount payable on claims under any such policy or policies

- 9.2 Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the insurance of the Development or any part thereof or which may make void or voidable any such insurance or the insurance of the premises adjoining the Development and so far as the Tenant is liable hereunder to comply in all respects with the reasonable requirements of the insurer with which the Development or any part thereof may for the time being be insured and to make good to the Management Company all loss or damage sustained by the Management Company consequent on any breach of this clause

10. **Sections 146 and 147**

To pay all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the Landlord in or in contemplation of any proceedings or the service of any notice under sections 146 and 147 of The Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Property the drawing up of schedules of dilapidation's and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court

11. **Use**

11.1 To use the parking space (if any) within the Property for the parking of one private motor vehicle taxed insured and in roadworthy condition

11.2 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Property which contravenes the provisions of the Town and Country Planning Act 1990 or any enactments amending or replacing it and to keep the Landlord and the Management Company indemnified against all claims demands and liabilities inspect of any such contravention

12. **Compliance with Regulations**

To comply with and make every endeavour to ensure that all persons living in or visiting the Property or using any part of the Development shall comply with all such regulations as the Management Company shall from time to time make for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Buildings (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit)

13. **Notices**

To deliver to the Landlord forthwith a copy of every notice or other documents of whatever description affecting or likely to affect the Property or any part thereof received by the Tenant from any authority or person whatsoever and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join in with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

14. **Installations and Alterations**

14.1 Not to erect install or place or cause or permit to be erected installed or placed any television or other aerial or satellite dish on or at the Property or any part of the Buildings;

14.2 Not without the consent in writing of the Management Company (such consent not to be unreasonably withheld) to make any structural alteration to the Property or to erect on or affix to the Property any hoarding advertisement or notice or to erect on the Property or any part thereof any building or other such structure (whether permanent or temporary) whatsoever or to alter the colour of the exterior of the Property

15. **Obstruction etc.**

15.1 Not to interfere with or obstruct the Management Company or its agents or contractors in the performance of its or their duties from time to time at the Development and on the Estate

15.2 Not to obstruct any part of the Development nor to allow any pram or other things or other goods or packages to be placed or remain in or upon any part of the Development other than the Property and to leave any cycles in the cycle store adjacent to the Block of which the Property forms a part and indicated on Plan B;

- 15.3 Not to carry out nor allow to be carried out work on any vehicle on any part of the Development other than the Property;
- 15.4 Not to abandon any vehicle on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Landlord or the Management Company without prejudice to their respective rights under this lease to arrange for the removal of the abandoned vehicle and to recover from the Tenant any costs incurred;
- 15.5 Not to wilfully damage any part of the Development and in the event of any breach of this covenant it shall be lawful for the Landlord or the Management Company to arrange for the repair of the damage and to recover from the Tenant any costs incurred.
- 15.6 Not park on or obstruct the Accessways and the Estate Road .
16. **Service Charge/Estate Cost and**
To pay to the Management Company the Service Charge/Estate Cost, Interim Service Charge/Estate Cost and where applicable a Supplemental Interim Service Charge/Estate Cost in accordance with the provisions of the Seventh Schedule to this Lease
17. **Conditions on Alienation**
- 17.1. Not to transfer the Property without contemporaneously with such transfer requiring the transferee to enter into a Deed of Covenant with the Management Company in the form set out in the Eighth Schedule;
- 17.2. Not to assign transfer underlet or otherwise part with possession of part only of the Property;
- 17.3 To give to the Landlord and the Management Company notice of every dealing with or under-letting or transmission of the legal estate in the Property including all mortgages or legal charges of the Property within twenty one days after the same shall occur and to pay to each of the Landlord and the Management Company such reasonable registration fees (including Value Added Tax) as the Landlord and the Management Company respectively shall from time to time determine
18. **Nuisance and Annoyance**
- 18.1 Not to do or omit to be done on the Property any act matter or thing which may be or become a nuisance annoyance or disturbance or inconvenience to the Landlord the Management Company or any of the occupiers of the Apartments and in particular not to use any unsuppressed electrical equipment or appliance at the Property and not to sing or use any musical instrument broadcasting receiving or sound reproductive equipment so as to cause annoyance to the other occupants of the Apartments or so as to be audible outside the Property between the hours of 11 p.m. and 8 a.m.;
- 18.2 Not to hang or expose for drying any clothes or other articles outside the Property except in any drying area specifically reserved for that purpose;
- 18.3 Not to keep on the Property any dog cat or other animal without the Management Company's consent which consent can be withdrawn where the permitted animal causes nuisance or annoyance to any of the other occupants of the Apartments;
- 18.4 Not to lay in any part of the Property any floor covering other than carpets without the consent of the Management Company save that the Tenant may instead lay linoleum or such similar floor covering in the kitchen and bathroom of the Property

THE FIFTH SCHEDULE
Landlord's Covenants

1. **Quiet Enjoyment**
To allow the Tenant (subject to his complying with the terms of this lease) to hold and enjoy the Property throughout the Term without any interruption from the Landlord.
2. **Lease Uniformity**
That every lease of each of the Apartments granted by the Landlord shall contain covenants by the lessee substantially in the terms of those on the Tenant's part contained in this lease.
3. **Enforcement of Covenants**
At the written request of the Tenant to enforce by all means reasonably available to the Landlord covenants in terms similar to those contained in clause 3 and the Fourth and Seventh Schedules of this lease entered into by the lessees of the other Apartments PROVIDED THAT:
 - 3.1 the Landlord shall not be required to incur or to continue to incur any legal or other costs or expenses under this clause unless and until such security as to such legal or other costs or as the Landlord in its absolute discretion may from time to time require shall have been given by the persons requesting action and the Tenant has paid the rent and all other payments reserved by this lease and performed and observed all of the Tenant's covenants contained in this lease;
 - 3.2 the Tenant shall on demand indemnify the Landlord against all costs and expenses incurred by the Landlord under this clause.
4. **Freehold Transfer**
So far as the law permits the Landlord will transfer at the Landlord's cost the freehold reversion to the Development to the Management Company for the then current market value for the sale of freehold reversions within one year of the sale of the last Apartment on the Development or last dwelling on the Estate whichever is the later
5. **Management Company Default**
If the Management Company shall at any time make default in the performance of any of the covenants on its part herein contained in respect of its liabilities or if the Management Company shall cease to exist then the Landlord (without prejudice to any other right or remedy of the Landlord against the Management Company or the Lessee or any other person) may at its entire discretion perform the said covenants and the expense thereby incurred by it shall be repaid to the Landlord by the Management Company on demand provided that the Landlord shall be under no obligation to perform the said covenants on the part of the Management Company after the Landlord has ceased to have any legal interest in the Estate

THE SIXTH SCHEDULE

PART ONE

The Management Company's Covenants for Works and Services on the Development

1. **Repair**
To maintain, repair, clean, redecorate, replace, renew and rebuild (whenever necessary or desirable) complying with codes of practice and the requirements of

statutes and regulations the Buildings main structures, roofs, foundations, external walls, party walls and structures, boundary walls, fences and railings, window frames, doors, door frames, balconies and terraces and their surrounds (if any) on the Development

2. **External Areas**

To maintain, repair, light, clean, rebuild and resurface (whenever necessary or desirable) complying with the requirements of codes of practice and statutes and regulations the Estate Road and Accessways and the communal grounds on the Development

3. **Service Installations**

To maintain, repair, redecorate, replace and renew where appropriate (whenever necessary or desirable) complying with codes of practice and the requirements of statutes and regulations the drains, private pumping station, effluent treatment plant, sewers, pipes, gutters, wires, tanks, traps, meters, vents, ducts, chutes, manholes, refuse enclosures and sanitary equipment on the Development used in common by the Apartments.

4. **Common Parts**

To maintain, repair, redecorate, furnish, replace renew (whenever necessary or desirable) light, heat and clean complying with codes of practice and the requirements of statutes and regulations the entrances, halls, landings, staircases, smoke lobbies, fire escapes, lifts, escalators, toilets, and other parts of the Blocks and Buildings available for use by the Tenant in common with other occupiers of the Blocks and Buildings.

5. **Plant and Equipment**

To operate, maintain, repair, redecorate, replace and renew (whenever necessary or desirable) in compliance with codes of practice and the requirements of statutes and regulations the lighting, lift machinery, escalators machinery, boilers, hot water systems, space heating systems, air conditioning and air handling and ventilation systems, fire alarm systems, sprinkler systems, security systems, entry phone systems, internal telephone systems, public address systems, communal television and radio relay systems and traffic control systems (if any) as installed in the Block

6. **Buildings Insurance**

To insure at all times under a policy or policies providing indemnity to the Landlord and the Management Company and their respective lessees and mortgagees during the Term to their full reinstatement the Buildings on the Development against loss or damage by fire, lightning, explosion, earthquake, storm or flood water damage, riot, civil commotion, vandalism, theft, subsidence and/or heave and landslip, aircraft, property-owner's liability, third party liability (including adequate amounts in respect of professional costs) and such other risks including public liability insurance (if any) as the Management Company shall from time to time think fit in such insurance office of repute in such sum as the Management Company shall from time to time think fit and in the event of the Buildings been damaged or destroyed by fire as soon as reasonably practicable the laying out of the insurance monies in the repair rebuilding or reinstatement of the Buildings and in the event of the insurance monies being insufficient to make up the deficiency out of its own monies

7. **Directors' and Officers' Insurance and Employer's Liability Insurance**

To effect insurance of the directors and /or other the officers of the Management Company against third party liability and the cost of bringing or defending proceedings relating to their acts or omissions as officers of the Management

Company and insurance in full of the Management Company against its legal liabilities to its employees in connection with any works carried out at the Development pursuant to any obligations or any enabling provisions contained in this lease

8. **Gardens etc.**

To carry out landscaping, gardening and the provision and cultivation of plants, shrubs and flowers in, and ensure compliance with codes of practice and the requirements of statutes regulations and agreements affecting the communal grounds, window boxes, entrance halls and other common parts on the Development and the common parts on the Estate

PROVIDED THAT (for the avoidance of doubt) nothing contained in Part One of this Schedule shall:

- (a) impose on the Management Company any obligation to carry out any works or any services beyond the matters set out in the Sixth or Seventh Schedules of this lease or
- (b) extend the Service Costs and Estate Costs to include the cost of any works, acts, matters or things to or in respect of any parts of the Property which the Tenant is liable under the terms of this lease or the corresponding parts of the other lettable parts of the Buildings

THE SIXTH SCHEDULE

PART TWO

Service Costs and Estate Costs

The Service Costs and Estate Costs of any Accounting Period are all the expenditure, liabilities and overheads (including Value Added Tax to the extent to which it is not recoverable by the Management Company as input tax) paid or incurred by or on behalf of the Management Company during or in respect of that Accounting Period of and incidental to:

- 1. the carrying out of the works and the provision of the services specified in the Sixth Schedule Part One at the Development
- 2. the carrying out of such other works at the Development and the provision of such other services to the occupiers of the Apartments and other owners/occupiers on the Estate as the Management Company or its duly authorised agents may from time to time reasonably consider appropriate, necessary or beneficial to those occupiers as a whole;
- 3. the cost of employing managing agents or other duly authorised agents for the general management and administration of the Development and where appropriate on the Development;
- 4. the cost of employing managing or other duly authorised agents, architects, surveyors or other professional persons to arrange and supervise the execution of any works or the provision of any services in or on the Development
- 5. the cost of keeping the books and records of the expenditure comprised in the Service Costs and the Estate Costs and of preparing and (if applicable) auditing and certifying the Service Costs and the Estate Costs and the cost of maintaining the books and records of the Management Company pursuant to the Companies Acts and the cost of preparing and filing returns and accounts thereunder;
- 6. the payment of all existing and future rates, assessments, impositions and outgoings charged or imposed or payable on or in respect of the Buildings as a whole or the Common Parts

7. the payment of all liabilities in respect of the cost of repairing, maintaining, cleansing and renewing any party or other walls, fences and structures and Service Media, roadways, paths, yards and other things common to the Buildings and other adjacent or neighbouring premises;
8. the cost of employing or engaging solicitors, counsel and other professional persons in connection with the management of the Development the administration and collection of the Service Charge/Estate Cost and payable by the Tenant and by the other tenants in the Buildings and by others on the Development
9. the costs of bringing or defending any action or proceedings and making or opposing any application;
10. the cost of opposing or making representations in respect of the provisions or requirements of any such notice served by a competent authority in respect of the Buildings or the Common Parts or the Service Media
11. the cost of opening and maintaining one or more bank accounts and the cost (including interest) of borrowing funds (by loan or overdraft) in order to provide the amounts by which the monies in hand from the Service Charge/Estate Cost, Interim Service Charge/Estate Cost and the Supplemental Interim Service Charge/Estate Cost the Interim and the supplemental Interim actually received from the Tenant and from the other tenants in the Buildings or on the Development are insufficient to cover the expenditure, liabilities and overheads mentioned above. For this purpose the monies in hand shall be assumed to include Service Charge/Estate Costs/ contributed by the Landlord, corresponding to those payable by the Tenant under this lease, in respect of any lettable parts of the Buildings which are not for the time being let on leases under which such Service Charge/Estate Costs/s are payable by the Tenants;
12. the costs and expenses of any works or services shall (but not by way of limitation) include:
 - 12.1 the wages of any staff employed by the Management Company to arrange them, supervise them, or carry them out including all payments made by the Management Company in respect of any tax on employment or services which has been or may be imposed in respect of any such staff and the Management Company's contributions to the National Insurance of such staff and the cost of provision of pensions for such staff (and where any staff are employed for those functions and also for other functions not falling within the service costs, the foregoing costs and expenses shall be fairly apportioned for this purpose);
 - 12.2 the cost (or a fair apportionment, if appropriate) of providing any uniforms, working clothes, tools, appliances, equipment and materials used in connection with those works and services;
 - 12.3 the cost of electricity, gas, oil or other fuel used for the works or services;
 - 12.4 the cost of leasing or hiring machinery plant and equipment;
 - 12.5 the cost of inspections, examinations, surveys and insurance valuations.
 - 12.6 Any value added tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Lease

THE SEVENTH SCHEDULE
The Service Charge/Estate Cost

Covenants on the part of the Management Company and the Tenant in respect of the Service Charge/Estate Cost

1. The Tenant shall pay to the Management Company the Service Charge/Estate Cost (and an Interim Service Charge/Estate Cost and/or Supplemental Interim Service Charge/Estate Cost on account) in accordance with the following provisions, the purpose of which is to enable the Management Company to recover from the Tenant the Tenant's due proportion of all expenditure, overheads and liabilities which the Management Company may incur in and in connection with carrying out works at the Development and providing present and future services to its occupiers as set out in the Sixth Schedule (but not including expenditure on those parts of the Property which the Tenant is liable to repair and maintain under the terms of this Lease and the corresponding parts of the other lettable premises on the Development)
 - 2.1 On or before (or, if that shall be impractical, then as soon as practicable after) each Accounting Date the Management Company shall prepare an Estimate in writing of the Service Costs and the Estate Costs which it expects to incur or charge during or in respect of the Accounting Period commencing immediately after that Accounting Date
 - 2.2 The Estimate shall contain a summary of those estimated Service Costs and the Estate Costs
 - 2.3 Within 14 days after preparation, a copy of each Estimate shall be served by the Management Company on the Tenant together with a statement showing the Interim Service Charge/Estate Cost payable by the Tenant on account of those estimated Service Costs and Estate Costs
- 3.1 The Interim Service Charge/Estate Cost for each Accounting Period (together with Value Added Tax, if payable) shall be paid by the Tenant on the Payment Day for that Accounting Period
- 3.2 The First Interim Service Charge/Estate Cost payable on the grant of this lease shall be an apportioned part of the First Interim Service Charge/Estate Cost specified in the Particulars for the period from the Commencement Date until the next Payment Day
- 3.3 If the Interim Service Charge/Estate Cost for any Accounting Period is not ascertained and notified to the Tenant by the Payment Day in that Period:
 - 3.3.1 until 14 days following the ascertainment and notification to him of the new Interim Service Charge/Estate Cost, the Tenant shall pay on account a provisional Interim Service Charge/Estate Cost at the rate previously payable;
 - 3.3.2 commencing on that fourteenth day following such ascertainment, the Tenant shall pay the new Interim Service Charge ; and
 - 3.3.3 on that fourteenth day, the Tenant shall also pay the amount by which the new Interim Service Charge/Estate Cost for the period since the commencement of that Accounting Period exceeds the amount paid on account (but if the amount paid on account exceeds the new Interim Service Charge/Estate Cost for that period, the Management Company shall give credit for the overpayment).
- 3.4 If at any time during an Accounting Period it appears to the Management Company that (whether due to the need arising to incur a cost which was not included in the Estimate, or for any other reason whatsoever) the Interim Service Charge/Estate Cost payable by the Tenant shall be insufficient to meet the Service Charge/Estate Cost for

that Accounting Period, then the Management Company shall be entitled to serve on the Tenant a demand for a Supplemental Interim Service Charge/Estate Cost of such amount as the Management Company may reasonably specify, accompanied by a written explanation of the reason for it, and the Tenant shall pay the amount demanded within 14 days of service of the demand.

- 4.1 The Management Company shall keep proper books and records of the Service Costs and the Estate costs and as soon as practicable after each Accounting Date the Management Company shall prepare a Certificate of the Service Costs/Estate Costs of the Accounting Period ending on that Accounting Date
- 4.2 The Certificate shall contain a summary of the Service Costs and the Estate Costs to which it relates;
- 4.3 The Certificate shall be signed by an accountant or firm of accountants (who shall be qualified as specified in Section 28 of the Landlord and Tenant Act 1985) and shall include a certificate by such accountant or accountants that the summary of Service Costs and the Estate Costs set out in the Certificate is a fair summary and that the Service Costs and Estate Costs are sufficiently supported by accounts, receipts and other documents which have been produced to him or them
- 4.4 Within 14 days of signing, a copy of each Certificate shall be served upon the Tenant together with a statement showing:
 - 4.4.1 The Service Charge/Estate Cost payable by the Tenant in respect of the Accounting Period to which the Certificate relates;
 - 4.4.2 the Interim Service Charge/Estate Cost paid by the Tenant on account of that Service Charge/Estate Cost and ;
 - 4.4.3 the amounts (if any) by which the Service Charge/Estate Cost and exceeds or falls short of the aggregate of the payments received by way of Interim Service Charge/Estate Cost and Supplemental Interim Service Charge/Estate Cost.
- 4.5 Within 14 days from the service of each statement under clause 4.4 above, the Tenant shall pay to the Management Company (together with value added tax, if payable) the amounts (if any) by which the stated Service Charge/Estate Cost exceeds the Interim Service Charge/Estate Cost and Supplemental Interim Service Charge/Estate Cost stated to have been received on account
- 4.6 During the two months commencing on the date of service of each Certificate the Tenant or its authorised representative shall be entitled to inspect the books, records, invoices and accounts relating to the Service Costs and Estate Costs included in such Certificate during normal office hours at the registered office of the Management Company on the Tenant giving to the Management Company not less than five working days' written request for such inspection
- 4.7 So far as permitted by law, each Certificate shall be conclusive of the matters which it purports to certify, and no invalidity of any part of any Certificate shall affect the validity of any other part of the Certificate

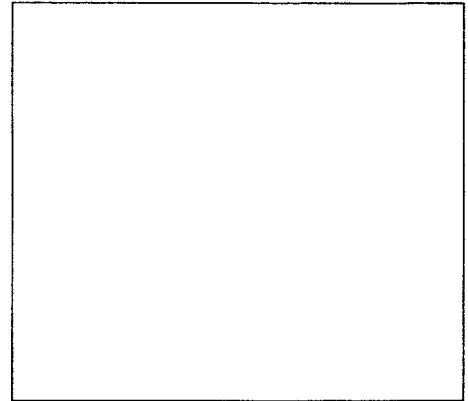
EXECUTED as a Deed by
Attorneys of **PERSIMMON HOMES
LIMITED** in the presence of:

THE COMMON SEAL of **WATERSIDE
PLACE (RUNCORN) MANAGEMENT COMPANY
LIMITED**

Was hereunto affixed in the presence of:

Director

Director/ Secretary



SIGNED as a Deed by the Tenant
in the presence of:

Witness Signature:

Name:

Address:

Occupation:

