



LAND REGISTRATION ACTS 1971
LEASE

County and District : Cheshire
Title Number : GM44229
Property : Land at Brooklands Road Sale



THIS LEASE is made 20th day of May
One thousand nine hundred and eighty eight by E T W
(1) PEERGLOW DEVELOPMENTS LIMITED whose registered office is at
Corner House 6-8 The Wash Hertford SG14 1PX ("the Lessor")
(2) BROOKLANDS MANAGEMENT LIMITED whose registered office is situate at Corner House 6-8 The Wash Hertford SG14 1PX ("the Company")
(3) TOM HINDLE BLENKHORN and MARY TALBOT BLENKHORN both of 132 Arnesby Avenue Sale Cheshire ("the Lessee")

WHEREAS:-

- (A) The Lessor is registered at H.M. Land Registry as Proprietor with Absolute Title of the freehold land comprised in the title above referred to ("the Estate") and the Lessor has caused to be erected on some part or parts of the Estate a building comprising a block of fifteen flats ("the Building")
- (B) On plan number 1 annexed hereto which is for the purpose of identification only the perimeter of the Estate is shown with a thick black line and the Building is shown by black cross hatching
- (C) The Lessor has agreed to sell the Demised Premises (as

hereinafter defined) to the Lessee on the terms
herein contained

(D) The Company has been formed to maintain and manage the Building and the remainder of the Estate for the benefit of the Lessee and the owners and occupiers of the other flats comprised in the Building and has agreed to be a party to this Lease in order to enter into the obligations on its part herein contained AND the Lessee has agreed to become a member of the Company on the terms herein contained

NOW THIS DEED WITNESSETH as follows:-

1. (A) In this Lease where the context so requires or admits the following expressions shall have the following meanings:-

- (i) "the Lessor" shall mean the reversioner for the time being expectant upon the determination of the term hereby created
- (ii) "the Lessee" shall include the successors in title and lawful assigns of the Lessee
- (iii) "the Company" shall after the demise of the Common Parts (as hereinafter defined) to the Company include the successors in title to the Company of the Common Parts or other the legal entity from time to time lawfully performing the functions or the majority of them herein contained
- (iv) "the Estate" and "the Building" shall have the meanings allocated to them as contained in recital (A)
- (v) "Service Media" shall mean any sewers drains

manholes watercourses pipes cables wires
aerials ducts and other media conveying water
soil telephone electricity gas television signals
and other services serving any flat within the
Building or other passing through the Estate
and which are now or shall at any time during
the Specified Period be constructed in on or
under the Building and any part of the Estate
(vi) "the Specified Period" shall mean a period of
eighty years commencing the 1st day of July
1987
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(vii) "the Common Parts" shall mean all those parts
of the Building and of the rest of the Estate
which are not included in the demise of any
flat within the Building or of any structure or
equipment which is the responsibility of any
statutory undertaker
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(viii) "the Bins Area" shall mean the area coloured
yellow on Plan number 1 annexed hereto
(ix) "the Demised Premises" shall mean FIRST ALL
THAT flat known or intended to be known as flat
number Two Woodbourne Court Brooklands Road
Sale Greater Manchester being situate on the
ground floor and forming part of the
Building and shown for identification
purposes only edged red on Plan number 2
annexed hereto and shall be deemed to include
the whole of any internal non-load bearing

walls the internal plaster and decorative covering or tiles of any load bearing walls within the Demised Premises and of the load bearing walls which bound the Demised Premises and of the ceiling of the Demised Premises the floor screed (and tiles or other covering of the floors) the window frames and glass in the windows the doors within or bounding (and thereby giving immediate access to or egress from) the Demised Premises including in each case the door frame and all Service Media which are situate within and exclusively serve the Demised Premises BUT shall be deemed to exclude the structural parts of the Building such as the floor slabs and the load bearing walls within or bounding the Building external gutters down pipes the foundations roof and roof space and any service media which do not fall within and exclusively serve the Demised Premises AND SECOND the garage shown edged red and coloured blue on the said plan being space number Two

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(B) In this Lease where applicable words importing the masculine gender shall include the feminine and neuter and vice versa and words importing the singular shall include the plural and vice versa and where two or more persons or legal entities constitute the Lessee covenants and obligations by the Lessee shall be deemed to be joint and several

2. In consideration of the sum of FIFTY SIX THOUSAND NINE HUNDRED AND FIFTY POUNDS (£56,950.00) now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and in consideration of the rent hereby reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the rights of the Lessee and the Lessee's successors in title and all persons authorised by him or them respectively (in common with the Lessor the Company and the owners and occupiers for the time being of the other flats in the Building) as set out in the First Schedule hereto AND EXCEPTING AND RESERVING unto the Lessor to the Company and to the said owners and occupiers for the time being of the other flats in the Building the rights set out in the Second Schedule hereto TO HOLD the Demised Premises unto the Lessee for the term of 125 years from the 1st day of July 1987 ("the term") YIELDING AND PAYING therefor during the first 25 years of the term the yearly rent of Sixty Pounds (£60) and for the second 25 years of the term the yearly rent of One hundred and Twenty Pounds (£120) and for the third 25 years of the term the yearly rent of Two hundred and forty Pounds (£240) and for the fourth 25 years of the term the yearly rent of Four hundred and eighty Pounds (£480) and for the residue of the term the yearly rent of Nine hundred and Sixty Pounds (£960) such rent to be paid without any deduction by half yearly payments in advance on the 1st day of January and the 1st day of July in every year the first such payment being a proportionate part of the half of one year's rent to be made on the signing hereof PROVIDED ALWAYS that at no time

shall the rent payable hereunder otherwise than in respect of the rates services repairs or maintenance (if any) exceed two thirds of the rateable value of the Demised Premises and where the rent stated to be payable hereunder at the commencement of any period specified in this Clause shall in fact exceed two thirds of the rateable value of the Demised Premises at that time this Clause shall be read and construed as if the said rent was two thirds of the rateable value less one pound

3. The Lessee hereby covenants with the Lessor that the Lessee and the Lessee's successors in title to the Demised Premises shall observe and perform the obligations on the part of the Lessee contained in the Third Schedule hereto

4. The Lessee hereby covenants with the Lessor and as a separate covenant with the Company that the Lessee and the Lessee's successors in title to the Demised Premises shall observe and perform the obligations on the part of the Lessee contained in the Fourth Schedule

5. The Lessee hereby covenants with the Company that the Lessee and the Lessee's successors in title to the Demised Premises shall observe and perform the covenants on his part contained in the Fifth Schedule hereto

6. The Lessor hereby covenants with the Lessee to observe and perform the covenants on the Lessor's part contained in the Sixth Schedule hereto

7. The Company hereby covenants with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on its part contained in the Seventh Schedule hereto

8. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if and whenever the said rents hereby reserved or any part thereof respectively shall be in arrear and unpaid for 21 days next after the same shall have become due whether formally demanded or not or in the event of any breach or non-observance of any of the covenants on the part of the Lessee herein contained then in any such case it shall be lawful for the Lessor or any persons duly authorised by it in that behalf and at any time thereafter to enter into and upon the Demised Premises or any part thereof in the name of the whole whereupon this present demise shall absolutely determine and become void but without prejudice nevertheless to any right of action or remedy of the Lessor in respect of any antecedent breach by the Lessee of any of the covenants on the Lessee's part herein contained

IN WITNESS whereof the Lessor and the Company have hereunto caused their respective Common Seals to be affixed and the Lessee has set his hand and seal the day and year first before written

THE FIRST SCHEDULE

(Easements granted)

- (a) The free right of passage and running of water soil telephone electricity gas television signals and other services from and (as the case may be) to the Demised Premises through the Service Media
- (b) The right for the Lessee with servants workmen and others at all reasonable and convenient times (or at any time in case of emergency) to enter upon the

remainder of the Building and the Estate so far as may be necessary for the purpose of maintaining repairing renewing or cleansing the Demised Premises and any one or more of the Service Media (but only in so far as the Service Media serve the Demised Premises whether or not in common with other premises) subject to the Lessee in exercising any of the aforesaid rights causing as little inconvenience and disturbance as possible and making good all damage thereby occasioned AND PROVIDED that the Lessee shall only be entitled to maintain repair renew and cleanse such Service Media in the event of the requisite work not having been carried out by the Company within two calendar months (or earlier in the case of emergency) of notice having been served by the Lessee upon the Company or in the event of the Lessor requiring that the said maintenance repair renewal and cleansing be carried out by the Lessee pursuant to any obligation on the Lessee's part herein contained

- (c) A right of access to and egress from the Demised Premises and for the purposes inter alia of the defining of such rights of access and egress a right of way on foot only over and along the pathways within the Estate and over and along the staircases passageways and landings within the Building for all purposes connected with the reasonable enjoyment of the Demised Premises
- (d) The free and uninterrupted right of passage of air

smoke and fumes through any flues chimneys ventilation pipes and ventilators now within the Building or to be installed within the Specified Period

- (e) All rights of support and protection enjoyed by the Demised Premises from the remainder of the Building
- (f) A right to pass and re-pass at all times and for all purposes connected with the reasonable enjoyment of the Demised Premises with or without vehicles over and along the roadways within the Estate ("the Estate Roads") shown on Plan number 1 annexed hereto
- (g) a right to pass and repass at all times on foot only over the pathways on the Estate the main entrance of the Building and the passages landings and staircases leading to the Demised Premises
- (h) The right to use the dustbin within the Bins Area or in such alternative place as the Lessor or the Company may from time to time provide and designate for such purpose for depositing domestic rubbish
- (i) The right to use the parking spaces marked with a 'V' on the plan on a first come first served basis on condition that the same are used for the parking of private motor vehicles and motor cycles only and that any such vehicle or cycle is not parked in such space for a period exceeding 48 hours or such other period as the Company may decide
- (j) the right to use the gardens and grounds (if any) within the Estate for the purpose of quiet recreation

THE SECOND SCHEDULE

(Rights excepted and reserved)

a) The free right of passage and running of water soil telephone electricity gas and television signals from and to (as the case may be) other parts of the Building through the Service Media which are now or shall at any time be constructed during the Specified Period in or under the Demised Premises

b) The right at all reasonable and convenient times (or at any time in case of emergency) to enter upon the Demised Premises so far as may be necessary for the purpose of laying new Service Media maintaining repairing renewing or cleansing other flats or other parts of the Building and any one or more of the Service Media (in so far as such Service Media do not exclusively serve the Demised Premises) subject to the person entering the Demised Premises to exercise any of the aforesaid rights causing as little inconvenience and disturbance as possible and making good all damage thereby occasioned AND PROVIDED that another lessee owner or occupier of another flat in the Building or their respective servants workmen or others shall only be entitled to exercise such right of entry in order to maintain repair renew and cleanse Service Media which serve the flat belonging to such lessee owner or occupier if the Company shall have failed to carry out the requisite work within two calendar months (or earlier in the case of emergency) of notice in writing

having been served upon the Company by such other lessee owner or occupier required by the Lessor to exercise such right of entry in order to comply with the obligations of such lessee owner or occupier pursuant to obligations imposed upon such lessee owner or occupier similar to the Lessee's obligations herein contained

- (c) The free and uninterrupted right of passage of air smoke and fumes through any flues chimneys ventilation pipes and ventilators now passing through the Demised Premises or to be installed within the Demised Premises within the Specified Period
- (d) All rights of support and protection enjoyed by other parts of the Building from the Demised Premises

THE THIRD SCHEDULE

(Covenants by the Lessee with the Lessor)

- (i) To pay the said yearly rent and other rent hereby reserved throughout the term hereby granted at the time and in the manner hereinbefore appointed for payment thereof without any deduction
- (ii) From time to time and at all times during the said term to bear pay and discharge all rates taxes dues duties assessments levies charges impositions and outgoings whatsoever whether parliamentary parochial municipal local or of any other description which are now or may at any time hereafter be taxed rated assessed charged levied or imposed upon or out of the Demised Premises or any part thereof or the owner or occupier thereof

- (iii) To yield up the Demised Premises with the fixtures and fittings and additions thereto (Lessee's fixtures only excepted) at the expiration or sooner determination of the said term in good and substantial repair and condition (Lessor's fixtures and fittings being duly renewed and replaced) in accordance with the several covenants herein contained
- (iv) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purposes of or incidental to the preparation of any notice pursuant to Sections 146 and 147 of the Law of Property Act 1925 or any subsequent amendment thereof notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

THE FOURTH SCHEDULE

(Covenants by the Lessee with the Lessor and the Company)

- (i) To do and execute all such works as are or may under or by virtue of any Act of Parliament Bye-Law Regulation or Order already passed or hereafter to be passed or made and for the time being in force be directed to be done or executed by any District or Borough Council or Board or other competent body or authority in respect of the Demised Premises whether by the owner or occupier thereof and at all times to indemnify and keep indemnified the Lessor and the Company against any breach non-performance or non-

observance thereof and to repay to the Lessor and to the Company on demand any proper costs charges or expenses which may be reasonably incurred by them respectively in respect of any such requirements and regulations

- (ii) With regard to the Defective Premises Act 1972 and the Occupiers Liability Act 1957 and any statutory modification or re-enactment thereof and any statutory instruments made thereunder (hereinafter called "the Premises Acts" which expression shall where the context so admits or requires include any one or more of the said Acts or statutory instruments)
 - (a) Forthwith to notify the Lessor and the Company in writing of any defect or damage and of any unauthorised alteration or change of use in or to the Demised Premises failure of which might result in liability devolving upon the Lessor or the Company under the Premises Acts
 - (b) Forthwith to take any action or steps with regard to the Demised Premises necessary to minimise the possibility of damage or injury to any person or property
 - (c) At all times to keep the Lessor and the Company indemnified against all liability devolving upon the Lessor or the Company on account of any breach or non-observance of the provisions of this subclause
- (iii) At all times during the term hereby granted to comply in all respects with the requirements and provisions

of the Town and Country Planning Acts 1962 - 1977
(hereinafter referred to as "the Planning Acts") and
any statutory modification or re-enactment thereof
and any regulations or orders made thereunder and all
licences consents permissions and conditions granted
or imposed at any time thereunder so far as the same
relate to or affect the Demised Premises and to keep
the Lessor and the Company fully indemnified against
all actions proceedings damages penalties costs charges
claims and demands whatsoever which may become payable
thereunder in respect of the carrying out of
maintenance by the Lessee or any operations on or use
of the Demised Premises

(iv) From time to time and at all times during the said term
at his own cost and expense to keep the Demised
Premises and all appurtenances and additions thereto
in good and substantial repair and condition (damage
by the risks against which the Building is
insured from time to time excepted save where the
insurance moneys shall be irrecoverable in consequence
of any act or default of the Lessee)

(v) In every fifth year including the last year of the
paint colour whiten or paper (as the case may be) the
whole of the inside of the Demised Premises and all
additions thereto and after such painting and papering
to polish wash distemper stop colour and whitewash all
the parts usually or which ought to be so treated

(vi) To permit the Lessor the Company and their respective

agents at all reasonable times during the said term
(upon reasonable prior notice save in an emergency)
with or without workmen or others to enter the Demised
Premises or any part thereof to view the state of
repair and condition of the same and of all defects
decays and wants of reparation then and there found for
which the Lessee may be liable under these presents
or any removal of fixtures and to give or leave on the
Demised Premises notice in writing to the Lessee
whereupon the Lessee will forthwith repair and make
good the same according to such notice and the covenant
in that behalf herein contained and if the Lessee shall
not within a reasonable time after the service of such
notice proceed diligently with the execution of such
repairs then to permit the Lessor the Company or their
respective agents to enter the Demised Premises with
workmen and execute such repairs in the execution
whereof the Lessee has made default and that the
Lessee will on demand pay to the Lessor or as the case
may be the Company the costs and expenses thereof which
shall be a debt due from the Lessee to the Lessor or
Company and be forthwith recoverable by action

- (vii) Not to cut main alter or injure or permit to be cut
maimed altered or injured any of the walls or timbers
or any other part of the Demised Premises
- (viii) (a) Not to carry on or suffer to be carried on
upon the Demised Premises any business whatsoever
(b) Not to use or permit to be used the Demised

premises or any part thereof for any noisy vexatious
offensive illegal or immoral purpose nor for any
purpose at any time prohibited by the local or any
other competent authority

(c) Not to use or permit the Demised Premises to
be used or occupied otherwise than as a private
residence in the occupation of one family or household
unit only

(d) No act, matter or thing whatsoever, shall at any
time, during the said term, be done on the Demised
Premises, which may be, or cause, or tend to the annoyance,
nuisance, damage, disturbance, injury or danger of, or to,
the Lessor, the Company, or the lessees owners, or
occupiers, of any other flat within the Building.

Not to place any excessive weight or strain on the
floors of the Demised Premises and to repair or pay to
the Lessor or to the Company the cost of repairing
any damage which may be caused by a breach of this
covenant or of any other damage caused by the Lessee
his servants agents or invitees to other parts of the
Building

(a) Not to do or permit or suffer to be done any
act, deed, matter or thing on the Demised Premises
or bring or permit or suffer to be brought onto the
Demised Premises any materials, articles or substances
of a dangerous or combustible nature which shall or may
cause the policy or policies for the insurance of the
Building to become void or voidable

(b) Not to keep or permit to be kept on or at the Demised Premises any materials articles or substances of a dangerous or combustible nature

(xi) (a) Not to transfer underlet or part with or share possession of a part (as opposed to the whole) of the Demised Premises

(b) Not to transfer the whole of the Demised Premises without transferring to the transferee and requiring the transferee to register with the Secretary of the Company within one calendar month of completion of such transfer of the Demised Premises a valid and (if required by law) duly stamped transfer of the Lessee's share in the Management Company

(c) Within one calendar month after the execution of any transfer underlease mortgage charge or devolution of the Demised Premises to produce to the Solicitor for the time being of the Lessor the original or a certified copy of such transfer or of the counterpart of such underlease or of a probate or letters of administration under which such devolution arises or of the mortgage or charge and leave the same with them for the period of seven days for registration together with notice thereof in duplicate and pay to them a fee of fifteen pounds plus Value Added Tax for the registration of each such deed or document and to give notice to the Secretary of the Company

(d) During the last seven years of the term not to assign underlet or part with possession of the Demised

Premises without the previous consent in writing of the Lessor and the Company such consent not to be unreasonably withheld

- (xii) Not without the consent in writing of the Lessor and the Company to effect any insurance of the Demised Premises or any part thereof (save in respect of contents)
- (xiii) To pay to the Lessor or as the case may be to the Company all proper Solicitors' costs and Surveyors' fees reasonably incurred by the Lessor or the Company attendant upon or incidental to every application made by the Lessee for any consent or licence whether the same be granted or refused or proferred subject to any lawful qualification or condition or whether the application be withdrawn
- (xiv) To use any gardens or grounds of the Estate for normal recreational purposes but not so as to cause annoyance to the other Lessees | X
- (xv) No musical or mechanical instrument (including wireless or stereo system) of any kind shall be played in the Demised Premises so as to cause annoyance to the other lessees and no electrical device shall be used without an effective suppressor fitted thereto
- (xvi) To observe any regulations the Company may from time to time decide to impose for the benefit of the Common Parts

THE FIFTH SCHEDULE

(Covenants by the Lessee with the Company)

to pay to the Company within 28 days of written demand
herefor:-

(a) One fifteenth of the aggregate of all sums
as shall be certified by the Company's Auditors
as having been expended by the Company in
or about the performance of the Company's obligations
contained in the Seventh Schedule hereto during any
period preceding the date of such certificate ("the
Service Charge") less any amount which shall have
previously been paid by the Lessee by way of Interim
Service Charge (as defined in paragraph (b) hereof)
but in addition such sum (if any) as the Company's
Auditors shall on reasonable grounds consider
appropriate by way of reserve fund for future maintenance
and repair works

(b) (i) the contribution under Paragraph (a) of this
Clause for each year (which shall mean the period 1st
January to 31st December) shall be estimated by the
Company (whose decision shall be final) as soon as
practicable after the beginning of the year and the Lessee
shall pay the estimated contribution by two equal
instalments on 25th March and 29th September in that year
("the interim service charge")

(ii) the interim service charge for the entire
calendar year One thousand nine hundred and eighty eight
shall be deemed to be Two Hundred Pounds and the Lessee
shall pay the whole of the said sum on the signing hereof
on account of the contribution due for 1988

(c) As soon as reasonably may be after the end of the year One thousand nine hundred and eighty eight and each succeeding year when the actual amount of the said costs expenses outgoings and matters for the period ending 31st December One thousand nine hundred and eighty eight or each succeeding year (as the case may be) has been ascertained the Lessee shall forthwith pay the balance due to the Company or be credited in the Company's books with any amount overpaid

(d) The certificate of the Auditor for the time being of the Company as to the amount due under Paragraph (c) of this Clause shall be final and binding on the parties

(e) Subject to Paragraph (d) of this Clause in the event of any dispute between the parties arising out of this Clause or the Seventh Schedule hereto or Section 18 to 30 of the Landlord and Tenant Act 1985 (or any enactment modifying or replacing the same) the same shall be referred to an arbitrator being a Chartered Surveyor appointed by the Company

THE SIXTH SCHEDULE

(Covenants by the Lessor with the Lessee)

The Lessor hereby covenants with the Lessee as follows:-

(a) That the Lessee paying the rents hereby reserved and observing and performing the covenants on the Lessee's part hereinbefore contained the Lessee shall peaceably hold and enjoy the Demised Premises during the term without any interruption by the Lessor or by any person

rightfully claiming through under or in trust for it

(b) That the Leases of all of the other flats have and will contain obligations on the part of the lessees substantially similar to the covenants on the part of the Lessee contained in Clauses 3 4 and 5 of this Lease including in particular (but without prejudice to the generality of the foregoing) the obligations on the part of each lessee with regard to the repair and decoration of such flats and with regard to the contribution towards the Service Charge and the Interim Service Charge

(c) At the request of the Lessee and upon receiving from the Lessee sufficient indemnity in respect of costs to be incurred and lodging with the Lessor a payment on account of or reasonable security for such costs to enforce against the Company and/or against any other lessee of a flat within the Building any covenants on their respective parts with the Lessor which have been or may have been broken or remain to be observed and performed

(d) To permit the Company and all those authorised by it to enter the Estate and the Building for the purpose of performing its obligations in this Lease

THE SEVENTH SCHEDULE

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(Covenants by the Company with the Lessor and the Lessee)

(A) (1) To keep in good and substantial repair and condition the Common Parts and without prejudice to the

generality thereof to maintain repair renew cleanse and (where applicable) keep adequately lit all parts of the Building excluding those parts which are included in the demise of the Demised Premises or of any other flat within the Building and the remainder of the Estate including the Bins Area the Estate Road the pathways and Garden areas and all Service Media which do not form part of and exclusively serve the Demised Premises or of any other flat within the Building

- (2) To decorate the exterior of the Building including the outside of the windows of the Demised Premises and of other flats in the Building once in every three years or more often if necessary and to decorate any common interior parts of the Building the halls stairways and landings at least once in every five years or more often if necessary
- (3) Unless such service shall be provided by the local authority to arrange for the removal of refuse from the Bins Area and generally to keep the Common Parts clean and tidy at all times and the Garden areas properly cultivated maintained and attended to
- (4) To repair and keep in good repair and condition all fences walls hedges and other features which delineate a boundary of the Estate and to recover where possible contributions towards such cost from adjoining owners
- (5) At all times during the term to insure the Building (unless such insurance shall be vitiated by any act or default of the Lessee) and such other areas as the

Lessor or the Company reasonably consider appropriate in the full reinstatement value thereof against loss or damage by fire and by such other risks appertaining to a development of this sort including public liability in some insurance office of repute such insurance to be effected in the joint names of the Lessor and the Company (with the Lessee's interest and interest of any Mortgagee of the Lessee noted thereon with regard to the Demised Premises) and whenever reasonably required to produce to the Lessor and to the Lessee the originals or certified copies of the policy or policies of such insurance all memoranda endorsed thereon and the receipt for the last premium for the same and will in the event of the Building or any part thereof being damaged or destroyed by fire or other risk covered by the said policy or policies as soon as reasonably practicable lay out the insurance moneys in repair rebuilding and reinstatement of the parts so damaged the Company making up any deficiency out of its own resources

- (6) To employ such gardeners maintenance men builders decorators caretakers or other persons for the purpose of performing the Company's obligations contained in this Schedule as are reasonably required
- (7) To supply such other services for the benefit of the Lessee and the lessees of the other flats in the Building as the Company shall in its sole discretion consider to be reasonably necessary or desirable in the interests of the majority of lessees of the flats of the

Building

- (8) To pay and discharge all general and water rates electricity gas telephone television refuse collection or other outgoings of whatever nature affecting the Common Parts or which is the liability of the Company or of the Lessor with regard to the observance and performance of the obligations on the part of the Company or the Lessor herein contained
- (9) To employ such accountants surveyors managing agents solicitors or other professional persons for the purpose of administering the Company, for collection of the Service Charge and the Interim Service Charge and for advising the Company in relation to its functions and to pay all statutory fees to the Department of Trade and Industry or otherwise in relation to the keeping of the Company active and in compliance with its legal duties as a Company or under the terms of this Lease and of other leases of the other flats in the Building and to pay the cost of commencing pursuing or defending any action in a Court of Law or other Tribunal
- (10) To cause Auditors employed by the Company to prepare as soon as possible after the expiration of each calendar year accounts in respect of the Company's income and expenditure and otherwise as may be required by the Companies Act 1985 (or any statutory modification or re-enactment thereof from time to time in force) or by any statute from time to time in force relating to the

possible taxation liabilities of the Company or otherwise requiring the preparation of such accounts AND to supply as soon as reasonably practicable a copy of such audited accounts to the Lessee

- (11) Prior to or as soon as practicable after the commencement of each calendar year to prepare written estimates in respect of the Company's anticipated expenditure during such calendar year and to deliver the same to the Lessee together with a formal demand for the Interim Service Charge
- (12) As soon as practicable after the completion of each calendar year to account to the Lessee in respect of the Interim Service Charge paid for the preceding financial year in relation to the actual Service Charge for such preceding calendar year and in the event that the Interim Service Charge shall have exceeded the aggregate of the actual Service Charge for the preceding financial year and the Lessee's contribution towards the reserve fund (as hereinbefore defined) then such excess shall be carried forward as a credit against the Lessee's liability for the Interim Service Charge in the following calendar year BUT in the event that such Interim Service Charge shall fall short of the said aggregate then the Lessee shall within 28 days of written demand pay to the Company (in addition to any claim for the Interim Service Charge in respect of the following calendar year) for the amount of such shortfall

(B) At the request of the Lessee and upon receiving from the Lessee an indemnity in respect of costs to be incurred and lodging with the Company a payment on account of or reasonable security for such costs to enforce against the lessee of a flat within the Building any covenants on such lessee's part with the Company which have been or may have been broken or remain to be observed and performed other than the covenant for the payment of the Service Charge and the Interim Service Charge

THE COMMON SEAL of PEERGLOW DEVELOPMENTS LIMITED was hereunto affixed in the presence of:

Director

Secretary

THE COMMON SEAL of BROOKLANDS MANAGEMENT LIMITED was hereunto affixed in the presence of:

Director

Secretary *Claire Robinson*