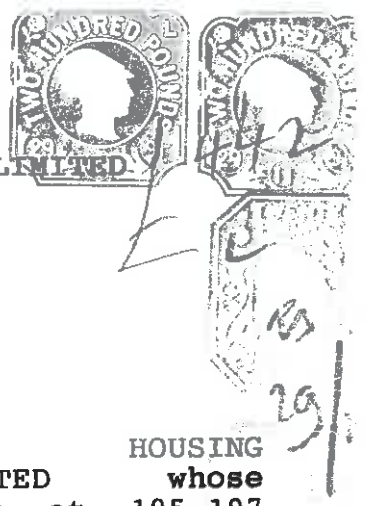


BLACKFRIARS PROPERTIES (NEWCASTLE UPON TYNE) LIMITED
STANDARD FORM OF UNDERLEASE



Land Registry Title Number:

1991
1st November 1991

Date of Lease:

Lessee(s):

VOLUNTARY SERVICE HOUSING
DEVELOPMENTS LIMITED whose
registered office is at 195-197
Victoria Street London SW1E 5NE

Estate:



The land and buildings at Low Friar and Fenkle Street Newcastle upon Tyne including the Residential Properties as hereinafter defined the office premises and the commercial units and the gardens and common areas within the curtilage thereof (in which the Lessor's interest is Leasehold)

Purchase Price:

£43,000.00 (FORTY THREE THOUSAND POUNDS)

Dwelling:

The maisonette known as postal no. 8 Taylors Court 1 Monk Street Newcastle upon Tyne NE1 5XD and described in the First Schedule

The Term:

One hundred and twenty five years less 10 days from the 25th day of March 1990

The Ground Rent:

Fifty Pounds per annum

Initial Service Charge:

£71.91 per month

Initial Period:

The period ending on the Service Charge Year End next following the date hereof

The First Service Charge Proportion:

~~4.03%~~ 2.42%

The Second Service Charge Proportion:

~~2.42%~~ 4.03%

The Service Charge Year End: 31st March in each year

The Permitted Use:

Private residential purposes only

The Certified Amount:

Thirty Thousand Pounds (£30,000)

HM. LAND REGISTRY
LEASEHOLD TITLE REGISTERED
TITLE NUMBER TY 263411

THIS LEASE made on the date stated in the Particulars BETWEEN BLACKFRIARS PROPERTIES (NEWCASTLE UPON TYNE) LIMITED and whose registered office is at 195-197 Victoria Street London SW1E 5NE ("the Lessor") of the one part and THE LESSEE (which expression includes where the context so admits the successors in title and assigns of the Lessee) of the other part

WITNESSETH as follows:-

1. Definitions

- 1.1 "the Residential Properties" means the buildings on the first and second floor including the garden area of the first floor forming part of the Estate as hereinbefore defined as the same is shown for the purposes of identification only edged green on Plans A and B annexed hereto
- 1.2 "the Estate" includes the gardens and grounds thereof and all buildings erected thereon as the same is shown for the purposes of identification only edged blue on Plans C D and E annexed hereto
- 1.3 Where the Lessee consists of two persons all covenants shall be construed as joint and several and where the context admits "the Lessee" shall include the survivor of such persons
- 1.4 The Lessor includes successors in title of The Lessor
- 1.5 "the Particulars" means the particulars on the preceding page headed Standard Form of Lease and the expression defined in the Particulars bear the same meaning in this Lease
- 1.6 "The service charge" means the service charge payable

under the provisions of clauses 3.1. and 3.2 hereof

1.7 "Service Charge Year" means (as the context requires) (i) the Initial Period as hereinbefore defined or (ii) a succeeding year ending on the Service Charge Year End or (iii) the period commencing on the 1st April preceeding the expiry of the term hereby granted and ending on the expiry of the said term

1.8 This Lease and the schedules thereto any licence granted pursuant thereto any deed of variation of the provisions hereof and any instrument made supplemental hereto shall unless the context so otherwise requires be construed on the basis that:

1.8.1 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument or regulation made thereunder for the time being in force

1.8.2 Any covenant by the Lessee not to do any act or thing includes a covenant not to suffer or permit the doing of that act or thing

1.8.3 Any reference to the doing or permitting of any act or thing by the superior lessors or the Lessor or the Lessee includes the doing or permitting of that act or thing by the agents workmen servants or other employees or agent of or any contractor engaged by any of them References to any right exercisable by the superior lessors or the Lessor or exercisable by the Lessee in common with the superior lessors and the Lessor include the exercise of such right by and in common with all



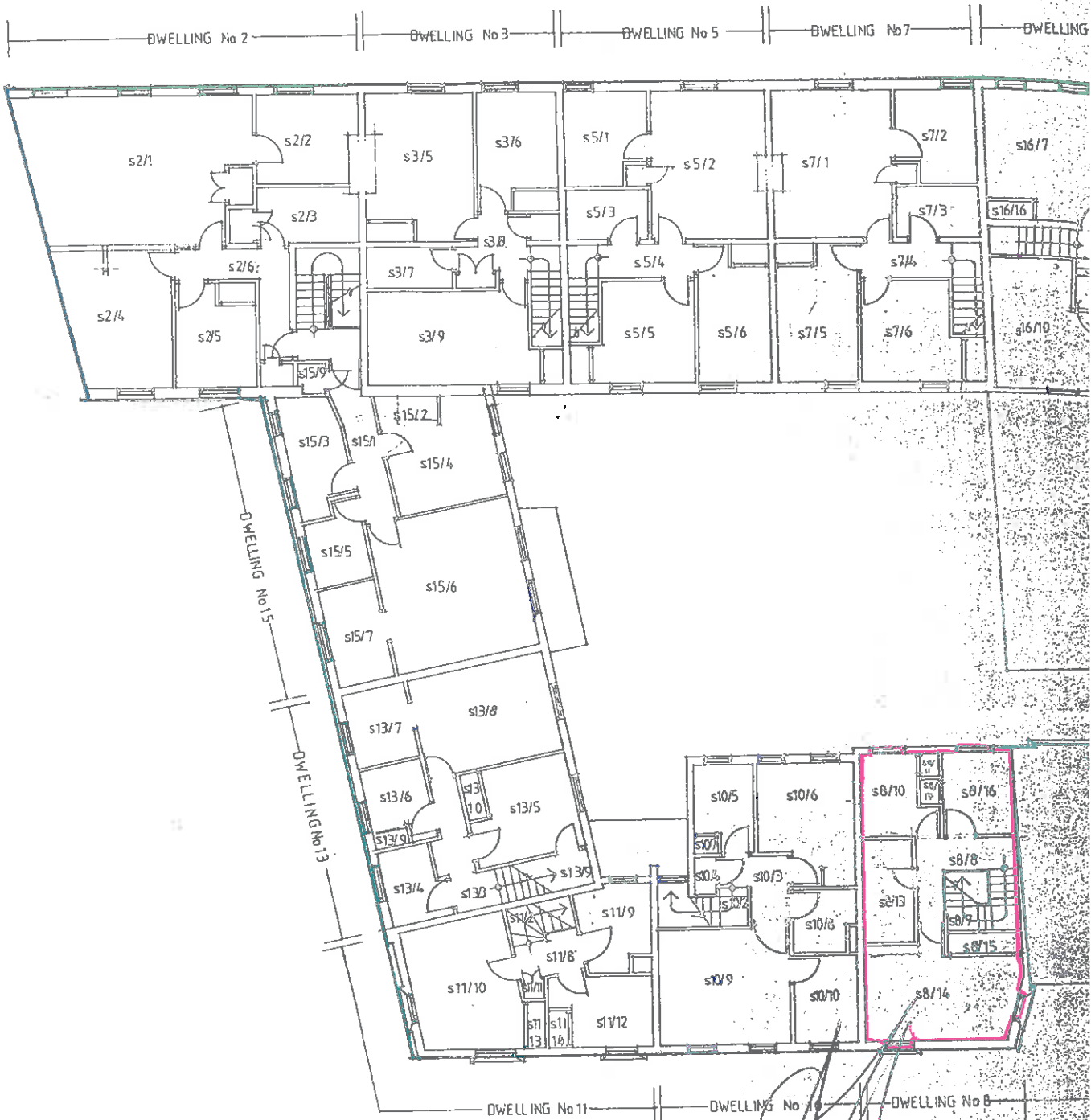
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*D. Hyles
Kearney & Smith*

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*D. Hynes
 Architect*

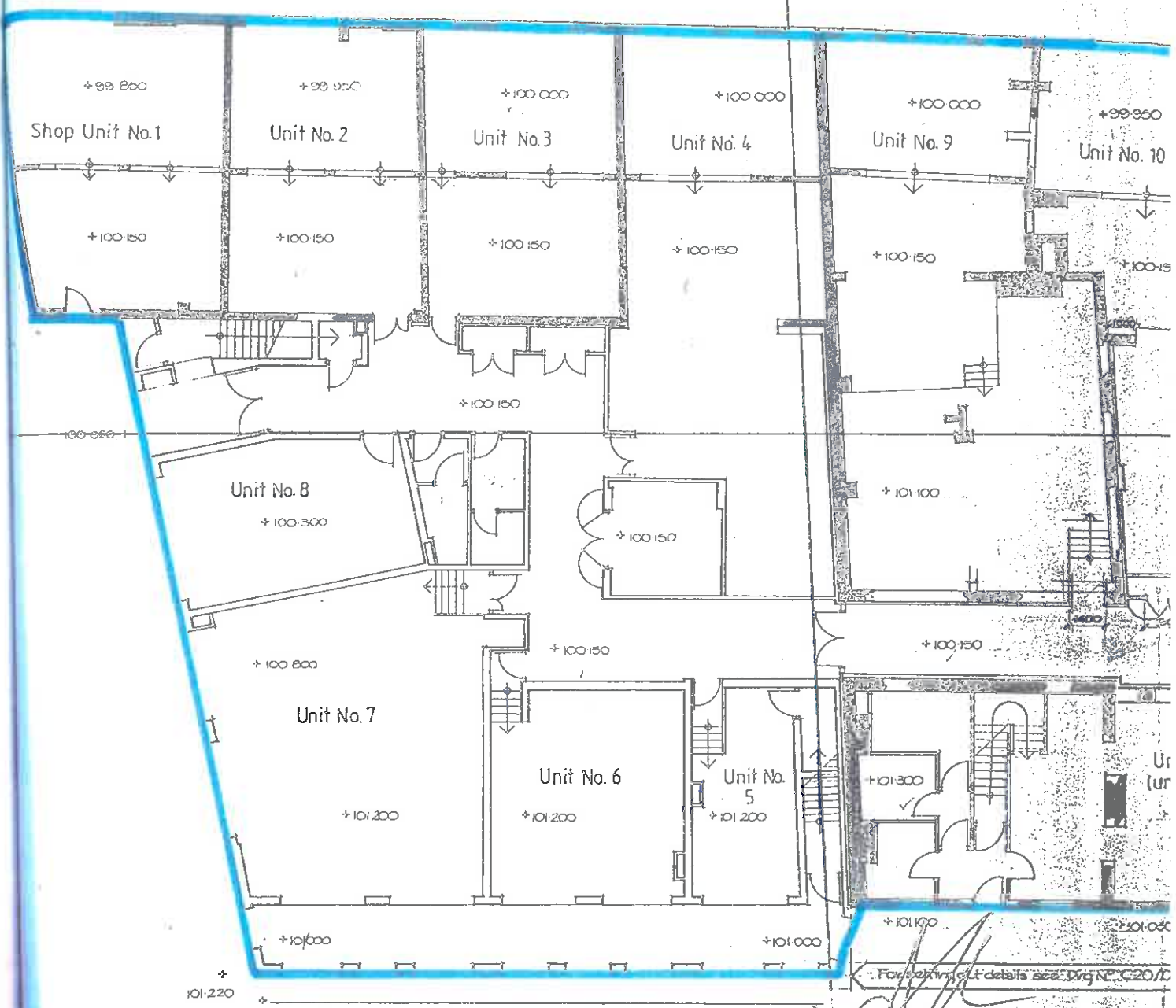
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M. Abbot



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For setting of this area see dwg. C20/



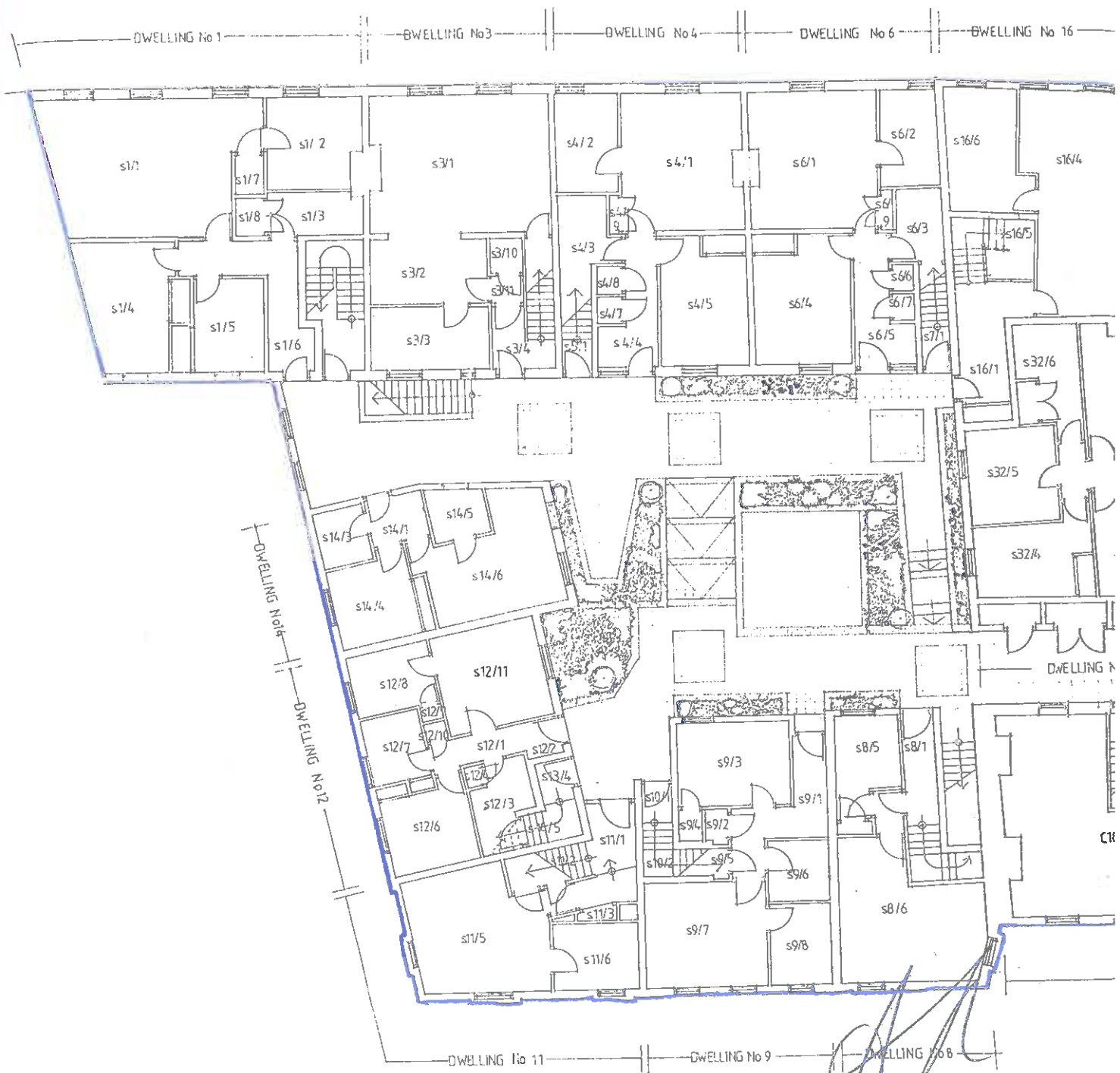
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For setting out details see Dwg. No. C20/10
u. abbas

N. H. H. H.
Kenneth P. Carter

AK





*N. Hynes
K. M. Hynes*

Ch. Abbott

M



PLAN



Handwritten signatures and notes in blue ink.



Distribution of this drawing										ARCHITECTS	
NO.	NAME	DATE	OFFICE	CLIENT	PROJ.	NO.	DATE	OFFICE	CLIENT	PETER M CALLER & ASSO	
1	ARCHITECT									3 BELLE GROVE TERRACE NEWCASTLE UPON TYNE NE2 4	
2	CLIENT									Blackfriars Properties (Newcastle upon Tyne) Ltd	
3	ENGINEER									Client	
4	MECHANICAL									Low Friar St / Fenkle St.	
5	ELECTRICAL									Development	
6	PLUMBING									Job	
7	PAINTING									Second Floor Layout Plan	
8	GLAZING									Content	
9	IRONWORK									Scale 1:100	
10	SCULPTURE									Date	
11	WOODWORK									Revision A	
12	PAVING									F L (25) 20	

persons authorised by the superior lessor and the Lessor and all other persons having a like right

1.8.4.1 Any right power or privilege exercisable by the Lessor or any right power or privilege exercisable by the Lessor in common with the Lessee shall also be exercisable (where appropriate) by the superior lessors and all persons authorised by them and in common with all other persons having a like right

1.8.4.2 Any reference to any consent required from the Lessor includes the like consent of the superior lessor(s) where consent of the superior lessor(s) would be required under the terms of the superior leases under which the Lessor holds the Estate but nothing in this provision shall be construed so as to impose or imply any obligation upon the superior lessors not unreasonably to refuse any such consent and the Lessor shall have the right to require that the consent of the superior lessor(s) shall be a condition precedent to the grant by the Lessor of any consent and that the Lessor may require the Lessee to discharge the costs of the superior lessor(s) in respect of any application to the superior lessor(s) for any such consent

2. The Lease of the Dwelling

In consideration of the Purchase Price paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and the Lessee's covenants herein contained the Lessor as beneficial owner HEREBY DEMISES to the Lessee ALL THAT the Dwelling which for the purpose of identification only is shown edged red on

~~Plan A / Plan B /~~ Plans A and B attached hereto TOGETHER with the rights set out in the First Schedule EXCEPTED AND RESERVED as set out in the Second Schedule TO HOLD the same from the 25th day of March 1990 for the Term YIELDING AND PAYING therefor during the Term the ground rent to be paid yearly in advance on the 24th day of June in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to the next such payment date to be made on the date hereof AND ALSO YIELDING AND PAYING by way of rent the service charge in accordance with the provisions of clauses 3.1 and 3.2 hereof

3. Service Charge

3.1 The Lessee covenants to pay to the Lessor the service charge as a contribution towards the costs and expenses of running the Estate and the Residential Properties and the maintenance thereof and the other matters more particularly specified in the Fourth Schedule

3.2 The service charge shall be paid monthly on the first day of each month as follows:-

(a) From the date of commencement hereof the Initial Service Charge until the end of the Initial Period

(b) For each Service Charge Year from the end of the Initial Period as follows:-

(i) the First Service Charge Proportion of the Lessor's estimate of the costs and expenses of providing services for the Estate during the Service Charge Year to which this service charge relates

(ii) the Second Service Charge Proportion of the Lessor's estimate of the costs and expenses of providing services to the Residential Properties during the Service Charge Year to which this service charge relates

(iii) a fair proportion of the Lessor's estimate of the cost of any service or amenities which the Lessor may from time to time in its absolute discretion provide for the Estate or the Residential Properties or any part thereof

In each case such estimate shall be based on the actual costs and expenses of providing the said services for the previous Service Charge Year ended on the Service Charge Year End (with due allowance being made for any excess or shortfall in service charge actually paid in the previous Service Charge Year) together with provision for any expected increase or decrease of costs for the succeeding Service Charge Year the Lessor shall so far as practicable endeavour to equalise the amount from year to year of the service charge by charging against the costs and expenses in each year of providing the services and carrying out its obligations such sums as it considers reasonable by way of provision for future expenses and liabilities and shall carry such amount in a property repairs reserve fund for expending in subsequent years

3.3 the Lessor will supply to the Lessee a copy of audited accounts showing a summary of the amounts expended provided and receivable in respect of the said services for that Service Charge Year

4. Covenants by the Lessee

The Lessee covenants with the Lessor as follows:-

4.1.1 to pay the ground rent as aforesaid without making any deduction or set-off whatsoever

4.1.2 to pay the service charge monthly at the times stipulated in clause 3.2

4.1.3 to pay interest at such rate not exceeding 3% over Barclays Bank plc base rate as the Lessor may require (and in the event of the said base rate ceasing to exist such comparable rate shall be substituted as the Lessor may determine) on any arrears of rent or service charge and other payments due from the Lessee for the period from the date when the same became due until payment thereof

4.2 to pay and discharge all water rates sewage rates taxes outgoings and other assessments of an annual or periodically recurring nature in respect of the Dwelling or the ownership or occupation thereof either direct to the appropriate Authorities (where the Dwelling is separately assessed) or by way of reimbursement to the Lessor of an appropriate proportion attributable to the Dwelling

4.3 to pay for all electricity which shall be supplied to the Dwelling and the amount of all charges for the

installation and use of the telephone (if any) at the Dwelling

- 4.4 to keep the Dwelling and the fixtures and fittings therein used solely by the Lessee in good repair and decorative order with appropriate materials of good quality and decorate the interior of the Dwelling as often as in the opinion of the Lessor or the Superior Lessor is reasonably necessary but not more often than once in every five years and to decorate as aforesaid in the last year of the Term howsoever determined and in the year preceding any surrender of this lease provided that the Lessee shall not be obliged under this covenant to decorate in successive years
- 4.5 not to cause any damage to the Dwelling or to the Estate or the fixtures and fittings therein respectively nor without the Lessor's prior written consent (which shall not be unreasonably withheld or delayed) to make any alterations to the Dwelling structural or otherwise nor to change the layout thereof
- 4.6.1 not (except by an assignment permitted under clause 4.6.2) to part with possession of the whole or any part of the Dwelling;
- 4.6.2 not without the Lessor's consent in writing (such consent not to be unreasonably withheld or delayed) to assign the Dwelling as a whole
- 4.6.3 within one month of any assignment or other devolution of the Term to give notice thereof in writing to the

Lessor and deliver to the Lessor a certified copy of any assignment or other document effecting or evidencing such assignment or devolution

4.7.1 to allow the Lessor on reasonable notice (except in case of emergency) to enter the Dwelling for the purpose of (a) viewing the Dwelling to inspect its condition and state of repair (b) carrying out repairs and works to the Estate and the service pipes and wires therein or serving other parts of the Estate but causing as little inconvenience to the Lessee as practicable and making good any damage caused;

4.7.2 If at any time the Lessee is in breach of any of the Lessee's covenants relating to the repair maintenance or decoration of the Dwelling the Lessor may serve notice in writing on the Lessee specifying the breach and requiring the Lessee to remedy it

4.7.3 If the Lessee shall not within one month after service of such notice (or immediately in case of need) have complied with the same the Lessor may (without prejudice to its rights of re-entry) enter the Dwelling and execute such works as may be necessary to comply with the said notice and the cost thereof (including all professional fees and VAT) shall be a debt payable by the Lessee to the Lessor on demand and in default shall be recoverable as rent in arrear

4.8 to observe the regulations contained in the Fourth Schedule hereto and such other regulations as may be made by the Lessor and notified in writing to the

Lessee from time to time for the better management of the Estate or the Residential Properties or for the general benefit of the lessees of the Residential Properties

- 4.9 not to do or permit to be done in the Dwelling or the remainder of the Estate any act matter or thing whereby any insurance effected by the Lessor may be rendered void or voidable or whereby the rate of premium thereunder may be increased
- 4.10 to pay to the Lessor on demand a reasonable sum as determined by the Lessor in respect of the Lessor's expenses incurred in the registration of any devolution of the term and in supplying information or copies of documents at the request of the Lessee and in expressing any opinion pursuant to Clause 4.6.2
- 4.11.1 not to commit any breach of planning control
- 4.11.2 not without the consent in writing of the the Lessor (such consent not to be unreasonably withheld or delayed) to apply for planning permission to carry out any development in or upon the Dwelling and in any event to supply to the Superior Lessor(s) and the Lessor a copy of any application for Planning Permission together with such plans and other documents as the Superior Lessor(s) and the Lessor may reasonably require and to supply to the Superior Lessor(s) and the Lessor a copy of any Planning Permission granted to the Lessee
- 4.11.3 to pay and satisfy any charge that may be imposed upon

- any breach by the Lessee of planning control or otherwise under the Town and Country Planning Act 1990
- 4.11.4 Unless the Superior Lessor and the Lessor shall otherwise direct to carry out before the expiry or sooner determination of this Lease any works required to be carried out to or upon the Dwelling as a condition of any Planning Permission which may have been granted during the term of this Lease and which has been implemented by the Lessee irrespective of the date before which such works were thereby required to be carried out
- 4.11.5 expressions used in this Clause shall be construed in accordance with the Town and Country Planning Act 1990
- 4.12 Not to permit any easement to be acquired or encroachment made against or upon the Dwelling and promptly to give notice to the Superior Lessor and the Lessor of any attempt to make or acquire the same which shall come to the Lessee's notice and to take such steps (whether by legal proceedings or otherwise) to prevent the same from being acquired or made as the Superior Lessor and the Lessor may reasonably require
- 4.13 To pay all costs charges and expenses (including any professional and bailiff's fees) reasonably and properly incurred by the Lessor in and about the preparation or service of proceedings under section 146 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court) or in connection with the recovery of arrears of rent

and also to pay all costs and expenses incurred by the Lessor in relation to the preparation and service of a schedule of dilapidations at the determination of the term (including legal costs and fees payable to the Lessor's surveyor)

4.14 to pay the Lessor's reasonable and proper solicitors costs and reasonable and proper disbursements and surveyor's fees and any stamp duty in connection with any application by the Lessee for any licence or consent under this Lease (whether or not such licence or consent is actually granted)

4.15 To pay any Value Added Tax or similar tax chargeable on any goods or services supplied by the Lessor to the Lessee under the terms of the Lease

4.16.1 So far as applicable to the Dwelling or any part thereof to perform and observe the covenants on the Lessee's part contained in the Superior Lease and to keep the Lessor indemnified against all claims damages costs and expenses in any way relating to the breach or non-performance thereof by the Lessee

4.16.2 Not to omit or allow anything which might cause the Lessor to be in breach of the Superior Lease or which if done omitted or allowed by the Lessee might be a breach of the covenants on the part of the lessee or the conditions contained in the Superior Lease

5. The Lessor's Covenants

The Lessor covenants with the Lessee as follows:-

5.1 Subject to payment by the Lessee of the ground rent and

the service charge in accordance with this Lease the Lessor will:-

- (a) maintain repair decorate and renew (i) the main structure of the Estate (including the Dwelling) and the roof(s) foundations and exterior of the Dwelling (ii) decorate the exterior thereof and all (if any) main entrances passages landings staircases corridors and other parts of the Estate used in common by the Lessee with all or any of the other owners lessees and occupiers of the Estate and (iii) the gas and water pipes drains and electric cables and wires in under or upon the Dwelling or the remainder of the Estate or any part thereof and enjoyed or used by the Lessee in common with all or any of the other lessees tenants or occupiers of the Estate but excluding such conduits pipes wires and cables carrying or conveying electricity water soil television aerial lead telephone ventilation and such like carried in the floors screeds ceilings walls or ducts incorporated within the Dwelling and belonging to or exclusively serving the Dwelling
- (b) maintain repair and renew a communal TV aerial
- (c) arrange the collection and removal of refuse from the Residential Properties
- (d) so far as practicable keep clean and reasonably lighted the passages landings and staircases (if

any) used by the Lessee in common with others and clean all outside surfaces of windows of the Residential Properties including those of the Dwelling and so far as practicable keep the forecourt of the Residential Properties in good condition and keep the garden areas of the forecourt of the Residential Properties neat and tidy and cultivated;

- (e) provide maintain renew and insure fire fighting appliances security entry systems and such other equipment relating to the Residential Properties used in common by the Lessee with the owners and occupiers of other dwellings forming part of the Residential Properties as the Lessor may from time to time consider necessary or desirable
- (f) Provided that the Lessor's obligations in this clause shall not extend to carrying out any repairs works of maintenance or renewals or to the making good of any damage for which the Lessee is responsible under clause 4 any such repair or making good will be done at the cost of the Lessee
- (g) insure the Estate and the Dwelling against loss or damage by fire and other perils in accordance with the provisions of the Superior Lease and within the usual comprehensive policy of the insurers to the full cost of rebuilding plus professional fees in some reputable insurance

office and will include insurance for the cost of reasonable alternative accommodation necessarily incurred by the Lessee in the event of the Dwelling being made uninhabitable by an insured risk for an amount not exceeding 20% of the sum insured in respect of the Dwelling and will also take out a policy of insurance covering the Lessee's liability for all third party claims resulting from the use by any person of the common parts of the Estate in such terms as the Lessor or its managing agents may consider appropriate and the Lessor will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon;

- (h) if the Estate and/or the Dwelling or any part thereof should be destroyed or damaged by fire or other insured risk the Lessor will rebuild and reinstate it in accordance with planning and building regulations and hereby agrees that any money received in respect of the insurance of the Estate and/or the Dwelling shall be applied so far as it extends in so rebuilding or reinstating the Estate and/or the Dwelling
- (i) If so required by the Lessee and upon the Lessee indemnifying the Lessor against all costs and expenses in respect thereof and providing such security as the Lessor may reasonably require to enforce the covenants on the part of the Lessee

contained in any other lease of any part of the Estate which are similar to those contained in this lease

PROVIDED that the Lessor may for the better management of the Estate add to or vary any of the above services

PROVIDED ALSO that the Lessor shall not be liable for any temporary breakdown or withdrawal of the above services for causes beyond the Lessor's reasonable control

5.2 That the Lessee paying the ground rent the service charge and observing the Lessee's obligations hereunder shall peaceably hold and enjoy the Dwelling during the Term without interruption by the Lessor

5.3 That the Lessor will during the term hereby granted pay the rent reserved by the superior leases under which it holds the Estate and will perform and observe (so far as the Lessee is not liable for such performance and observance under the covenants on his part contained in this Lease) all the Lessee's covenants contained in such superior leases

5.4 That the Lessor will on the request and at the expense of the Lessee enforce the covenants on the part of the Superior Lessor contained in the Superior Lease

6. Provisos for re-entry; insurance of alternative accommodation; letting of remainder of Estate

6.1 If the ground rent or the service charge shall be unpaid for 21 days after becoming due (whether legally

demanded or not) or in the event of breach of any covenant on the part of the Lessee herein contained then the Lessor may re-enter the Dwelling and the term hereby granted shall thereupon determine without prejudice to any other rights of the Lessor or the Lessee hereunder

6.2 if the Dwelling should at anytime be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Lessor insures hereunder (and provided that payment of the insurance money is not refused because of the Lessee's act or default) the Lessor will pay over to the Lessee such sum as the Lessor receives in respect of the Dwelling from the insurers under the insurance mentioned in clause 5.1 (e) above specifically effected to provide for the cost to the Lessee of reasonable alternative accommodation necessarily incurred whilst the Dwelling is unfit for occupation

6.3 the Lessor intends to let the other dwellings in the Estate to persons upon terms substantially in the same form as those contained in this Lease

7. Notices

Any Notice under this Lease shall be in writing and in the case of Notice by the Lessor to the Lessee may be served by leaving it at the dwelling or sending it by Recorded Delivery post to the Dwelling and in the case of a Notice to be served by the Lessee on the Lessor it shall be delivered to or sent by Recorded Delivery post to the Lessor's registered office and in

the case of a Notice to be served by the Lessor on a mortgagee or chargee of the Lessee it shall be delivered to or sent by Recorded Delivery post to the Lessee's mortgagee's head office

8. Exclusion of right of light or air

The Lessee shall not become entitled to any right of light or air or any right of easement or quasi easement which would in any way prejudicially affect the free and unrestricted use by the Lessor or any occupier of any other premises building or dwelling on the Estate or any adjoining or neighbouring land of the Lessor or any part of the Estate for building or other purposes

9. 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 exceeds the Certified Amount

THE FIRST SCHEDULE

Description of the Dwelling

The Dwelling comprises:

- (a) all walls enclosing the Dwelling (but in the case of any external walls only the interior face of such wall and in the case of any dividing wall between the Dwelling and any other dwelling only one half of such wall severed vertically)
- (b) the entrance door of the Dwelling (but excluding the

- paintwork and decoration of the external surfaces of such doors)
- (c) the windows of the Dwelling including their internal and external frames and the glass (but excluding the paintwork and decoration of the external surfaces of such windows and window frames)
 - (d) the ceilings and floors (including the floor joists of the Dwelling other than any main beams or girders supporting such floor joists)
 - (e) the electrical water and sanitary apparatus now or hereafter installed in and belonging exclusively to the Dwelling and all other Landlord's fixtures and fittings therein
 - (f) all conduits pipes wires and cables carrying or conveying electricity water soil television aerial lead telephone ventilation and such like carried in the floors screeds ceilings walls or ducts incorporated within the Dwelling and belonging to or exclusively serving the Dwelling

THE SECOND SCHEDULE

Rights included for the Lessee

1. The right in common with the Lessor and the Lessees of all other dwellings in the Estate and all other having the like right to use for purposes only of access to and egress from the Dwelling all such parts of the Estate including any entrance corridors and staircases as afford access thereto (but excluding the service corridor on the ground floor leading to the commercial units) and also to use and enjoy any sitting out

areas intended for the common use and enjoyment of the lessees and occupiers of all the dwellings in the Estate and their visitors

2. The right to use in common with the Lessor and the lessees of all other dwellings in the Estate and their visitors the communal TV aerial and forecourts subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

3. The right in common with all others entitled thereto to the free passage and running of water and soil and electricity and other services through the drains and sewers water pipes and electric cables wires and other conduits now or within eighty years from the date hereof (which is the perpetuity period for the purposes of the Perpetuities and Accumulations Act 1964) laid in under or through the Estate

4. All rights and easements and benefits now enjoyed or intended to be enjoyed by the Dwelling

THE THIRD SCHEDULE

Rights excepted to the Lessor and lessees and occupiers of other dwellings

1. The right to the free passage and running of water and soil electricity and other services through the drains and sewers water pipes and electric cables wires and other conduits now or within eighty years from the date hereof laid in or under or through the Dwelling

2. All other rights and easements and benefits now enjoyed or intended to be enjoyed by any other part of the Estate over the Dwelling

3. Such rights of access to and entry upon the Dwelling by the Lessor as are necessary for the proper performance of its obligations and exercise of its rights hereunder or under the covenants relating to other dwellings similar to the covenants herein contained

THE FOURTH SCHEDULE

This Schedule relates to the costs and expenses of running and maintaining of the Estate and the Residential Properties in respect of which the service charge is payable and costs and expenses of a capital nature (including provision for renewal of plant in the Estate and the Residential Properties)

Part I

The costs and expenses incurred by the Lessor in carrying out its obligations including renewal and replacement in respect of which the Lessee is to contribute by way of the First Service Charge Proportion of the service charge

1. The costs and expenses incurred by the Lessor in carrying out its obligations including renewal and replacement in clauses

5.1(a) (maintenance repair and decoration of the structure and the exterior; those common parts of the Estate over which the Lessee enjoys rights; maintenance of services)

5.1(b) (cleaning and lighting and heating (where applicable) of common parts of the Estate over which the Lessee

enjoys rights)

2. The expenses of any insurance effected by the Lessor pursuant to clause 5.1(f) (but excluding insurance for the cost of reasonable alternative accommodation)

3. All rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Estate and its grounds and gardens other than those payable solely in respect of the Residential Properties or the Dwelling or the individual other buildings and dwellings let in the Estate

4. The fees and disbursements paid to any managing agents appointed by the Lessor in respect of the Estate as a whole or a sum representing ten per cent plus VAT of the costs expenses and outgoings in respect of the matters referred to in this schedule or five hundred pounds per quarter whichever shall be the greater which said sum shall be the management fee of the Lessor

5. The fees and disbursements paid to any accountant or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in Part I of this Schedule

6. All other expenses (if any) incurred by the Lessor in and about the maintenance and proper and convenient management and running of the Estate and the garden and forecourt thereof and of the drains and services serving the Estate

7. 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 Part I of this Schedule

8. Interest paid on any money borrowed by the Lessor to defray any expenses incurred pursuant to its obligations on the

exercise of its rights hereunder

9. Such sum as shall be estimated by the Lessor to provide a property repairs fund to meet any of the costs expenses outgoings and matters mentioned in the foregoing paragraphs of a cyclical nature

10. All costs and expenses incurred (or anticipated to be incurred in the future) by the Lessor in fulfillment of its obligations under clause 5.(and Value Added Tax thereon) of this Lease in so far as such expenditure relates to the renewal or replacement or major overhaul of any and every part of the Estate and the plant including any expenses incurred in rectifying or making good any inherent structural defect within the Estate; the renewal or replacement of ducts service pipes and wires within the Estate; and interest paid on any money borrowed by the Lessor to defray any expenses incurred; All costs and expenses for future liabilities expenses or payments for renewing upgrading or improving the Estate and whether certain or contingent and whether obligatory or discretionary

Part II

The costs and expenses incurred by the Lessor in carrying out its obligations including renewal and replacement in respect of which the Lessee is to contribute by way of the Second Service Charge Proportion of the service charge

1. The costs and expenses incurred by the Lessor in carrying out its obligations (including renewal and replacement) in clauses

5.1 (a) as to maintenance and repair and decoration of those common parts of the Residential Properties

only over which the Lessee enjoys rights;

- 5.1 (b) as to the communal TV aerial
- 5.1 (c) as to the collection and removal of rubbish
- 5.1 (d) as to cleaning lighting and heating (where applicable) the common parts of the Residential Properties cleaning of outside windows of the Residential Properties including those of the Dwelling; maintaining the gardens and grounds of the Residential Properties
- 5.1 (e) as to insurance regular maintenance and renewal of the fire fighting appliances security entry systems and such other equipment relating to the Residential Properties only

2. The expenses of any insurance effected by the Lessor pursuant to clause 5.1 (f) for the cost of reasonable alternative accommodation

3. The fees and disbursements paid to any managing agents appointed by the Lessor in respect of the Residential Properties only or a sum representing ten per cent plus VAT of the costs expenses and outgoings in respect of the matters referred to in Part II of this schedule or five hundred pounds per quarter whichever shall be the greater which said sum shall be the management fee of the Lessor

4. The fees and disbursements paid to any accountant or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in Part II of this Schedule

5. All other expenses (if any) incurred by the Lessor in

and about the maintenance and proper and convenient management and running of the Residential Properties and the garden and forecourts thereof

7. 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 Part II of this Schedule

8. Interest paid on any money borrowed by the Lessor to defray any expenses incurred pursuant to its obligations on the exercise of its rights hereunder

9. Such sum as shall be estimated by the Lessor to provide a property repairs fund to meet any of the costs expenses outgoings and matters mentioned in the foregoing paragraphs of a cyclical nature

10. All costs and expenses incurred (or anticipated to be incurred in the future) by the Lessor in fulfillment of its obligations under clause 5 (and Value Added Tax thereon) of this Lease in so far as such expenditure relates to the renewal or replacement or major overhaul of any and every part of the Residential Properties and benefits only the Residential Properties and interest paid on any money borrowed by the Lessor to defray any expenses incurred; All costs and expenses for future liabilities expenses or payments for renewal upgrading or improving the Residential Properties only and whether certain or contingent and whether obligatory or discretionary

THE FIFTH SCHEDULE

Regulations as to use of the Dwelling and facilities within the Estate

i) not to keep pets in the Dwelling except with the prior

written consent of the Lessor which consent may be withdrawn at any time if such pet causes a nuisance or annoyance to the Lessor or other occupiers of the Estate

ii) not to do anything in the Dwelling or within the Estate or make a noise which may be of annoyance or nuisance to lessees and occupiers of other dwellings in the Estate or in the neighbourhood and in particular not to play a wireless or television or other noise making equipment or instruments so as to be audible outside the dwelling between the hours of 10 pm and 8 am

iii) not to use the Dwelling for improper purposes or purposes injurious to the reputation of the Lessor or the Estate

iv) not to encumber with boxes or otherwise or leave rubbish anywhere in the parts of the Estate used in common with the lessees and occupiers of other dwellings of the Estate other than in rubbish receptacles which shall be kept on the place or places designated for that purpose by the Lessor from time to time

v) not to affix advertisements nameplates or signs on any part or parts of the Estate except a nameplate giving the name of the Lessee in the place or places provided by the Lessor (if any)

vi) not to use the Dwelling otherwise than for the Permitted Use

vii) not to park or allow to be parked any vehicle including those of the Lessee's visitors on the Estate or any part thereof

vii) not to hang or allow to be hung any clothes or other articles on the outside of the Dwelling

ix) not to block or permit to be blocked any waste pipe in the Dwelling and not to overload the electrical circuits and installations therein

x) not to affix or allow to be affixed any satellite dishes or aerials of any type of any part or parts of the Estate

xi) not to allow anything harmful to pass into the drains or pipes nor allow any water to overflow from any sink bath or water closet and the water pipes shall be kept reasonably protected against frost and all damage caused by bursting or stopping up of any water or soil pipes in the Dwelling shall be made good



(THE COMMON SEAL of BLACKFRIARS
(PROPERTIES (NEWCASTLE UPON
(TYNE) LIMITED was hereunto
(affixed in the presence of:-

Director *W. Alford*
Secretary *[Signature]*



[Handwritten signature]

(THE COMMON SEAL of VOLUNTARY
(SERVICE HOUSING DEVELOPMENTS
(LIMITED was hereunto affixed
(in the presence of:-

[Handwritten signatures]

Members of sealing committee
Members of sealing committee
Secretary