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Title Number WM750649

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DATED

31 July

2001

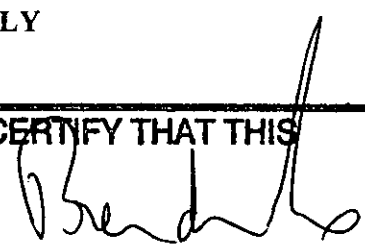
MERCIAN HOUSING ASSOCIATION LIMITED

AND

ADA MARY T.H.
DORIS LAWRENCE

LEASEHOLD SCHEME FOR THE ELDERLY

(Flats Only)

WE CERTIFY THAT THIS

IS A TRUE COPY OF THE ORIGINAL

No. 15 Honnington Court
Manor House Close
Weoley Castle
Birmingham
West Midlands

BRENDAN FLEMING
Solicitor of Birmingham
GAZETTE BUILDINGS
168 CORPORATION STREET
BIRMINGHAM B4 6TZ

Trowers & Hamlins
Heron House
Albert Square
Manchester
M2 5HD

13/8/2001

PS

S2/5

H. M. LAND REGISTRY

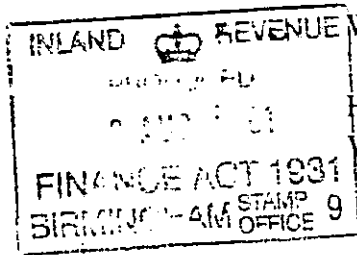
LAND REGISTRATION ACTS 1925 to 1988



County and District : WEST MIDLANDS - BIRMINGHAM

Title Number : WM505054

Property : HONNINGTON COURT, MANOR HOUSE CLOSE,
WEOLEY CASTLE



PARTICULARS

Landlord : **MERCIAN HOUSING ASSOCIATION LIMITED** of 2
The Gardens Fentham Road Erdington Birmingham

Leaseholder : **ADA MARY** -
DORIS LAWRENCE of

The Estate : The Landlord's freehold title comprised in title number
WM505054

Building : The property known as 15 Honnington Court Manor House
Close Northfield Birmingham comprising flats for persons of
normal pensionable age edged green on the plan annexed
being comprised in Title No. WM505054 referred to above

Premises : Flat No. 15 on the first floor of the Building which is shown
edged in red on the attached plan and includes the fixtures
and fittings therein

Agreed Value : the sum of £41,429.00

Equity Contribution : the sum of £29,000.00
Service Charge

Specified Proportion
of Service Provision
(Clause 7) : 3.03%

Commencement Date : 31st July 2001

Certified Amount : the sum of £60,000.00

THIS LEASE which is made the 31 day of July
between the Landlord of the one part and the Leaseholder of the other part

2001

RECITES THAT-

(1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 16836R

(2) The Landlord is a Housing Association registered with the Housing Corporation under Number L0942

(3) The Landlord is registered at H.M. Land Registry as proprietor with absolute title to the Estate

(4) The Landlord has previously granted or intends to grant leases of all the flats in the Building to persons of or over normal pensionable age at the date of the grant of the said leases subject to the Mutual Covenants set out in the First Schedule with the intention that any tenant for the time being of a flat in the Building may be able to enforce the observance of the covenants by the tenant and occupier of any other flat in the Building

(5) The Landlord has agreed to grant to the Leaseholder a lease of the Premises upon payment by the Leaseholder of the Equity Contribution (which sum is 70% of the Agreed Value)

AND NOW WITNESSES as follows-

1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively and successors in title in relation to the Leaseholder has the same meaning which that expression bears in sub-section 9(1)(a) of the Perpetuities and Accumulations Act 1964

1(2) The following expressions have where the context admits the following meanings:-

1(2)(a) the expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars

1(2)(b) "the Common Parts" means the entrance landings binstore common room lifts staircases access corridors and other parts (if any) of the Building and any garden parking areas appurtenant to it and comprised in the Landlord's Estate which are intended to be or are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other flats in the Building

1(2)(c) "the term" means the term hereby granted

1(2)(d) "Person" includes a company corporation or other body legally capable of holding land

1(2)(e) Expressions relating to the payment of a service charge are defined in Clause 7

1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants

1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa

1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force

2. In consideration of the aforesaid agreement and the Equity Contribution (receipt of which the Landlord hereby acknowledges) and of the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **EXCEPT AND RESERVING** the rights set out in the Third Schedule **TO HOLD** the Premises to the Leaseholder for the term of **NINETY NINE YEARS** from the Commencement Date **SUBJECT TO** the yearly rent of one peppercorn

3. **THE** Leaseholder **HEREBY COVENANTS** with the Landlord

3(1) To pay the Service Charge in accordance with clause 7 hereof **PROVIDED ALWAYS** if and whenever the Service Charge or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank plc for the time being in force

3(2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

3(3) To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under clause 5(2) excepted unless such insurance shall be vitiated by any act or default of the Leaseholder)

3(4) As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated

3(5) Forthwith to repair and make good any damage to the Common Parts caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Landlord shall direct and to its reasonable satisfaction

3(6)(a) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to

the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises

3(6)(b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld

3(7) To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of clause 5(3) of this Lease

3(8) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority

3(9) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder

3(10) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term

3(11) To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof And to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice

3(12) If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under clause 6(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand

3(13) At all reasonable times during the term on notice to permit the Landlord and the lessees of other premises in the Building with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises

3(14) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord **PROVIDED THAT** damage by fire or other risks insured under clause



5(2) is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder

3(15)(a) Not to underlet the whole or any part of the Premises

3(15)(b) Not to assign or part with possession of the whole or any part of the Premises except:-

(i) to the Leaseholder's spouse if he or she is residing at the Premises at the date of death; or

(ii) to a member of the Leaseholder's family or household who was residing with him or her at the time of and for the period of six months immediately before his or her death and who otherwise qualifies for occupation of the Landlord's Estate

3(16) Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the mortgage charge or devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice

3(17) To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder

3(18) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building

3(19) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired

3(20) To pay on demand the Landlord's legal costs and expenses in respect of any surrender of this Lease

3(21) To pay on demand the Landlord's legal costs and expenses of and incidental to the negotiation preparation and execution stamping and perfecting of this Lease and Counterpart thereof

4. The Leaseholder **HEREBY COVENANTS** with the Landlord and with and for the benefit of the tenants and occupiers from time to time of the other premises in the Building as follows-

4(1) That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule

4(2) That the Leaseholder and the persons deriving title to under the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord

considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or conveniences of the tenants of the Building or the efficient or economical performance by the Landlord of its obligations under this Lease

5. **THE Landlord HEREBY COVENANTS** with the Leaseholder as follows-

5(1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it

5(2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of rent) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and furthermore to include in such insurance provision a sum not exceeding 10% of the Equity Contribution being payable in the event of the Premises becoming unfit for occupation and use by the Leaseholder as a direct consequence of the occurrence of one or more of the insured risks such sum to be by way of provision towards the Leaseholder's expenses for a maximum period of 12 months in respect of any alternative accommodation he may be obliged to take by reason of any such loss or damage and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same

5(3) That (subject to payment of the Service Charge and except to such extent as the Leaseholder or the tenant of any other part of the Building shall be liable in respect thereof respectively under the terms of this Lease or of any other lease) the Landlord shall maintain repair redecorate and renew-

5(3)(a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Building which are not the responsibility of the Leaseholder under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises

5(3)(b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (except such as serve

exclusively an individual flat in the Building and except such as belong to the Post Office or any public utility supply authority)

- 5(3)(c) the Common Parts
- 5(4) That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Building adequately cleaned and lighted **PROVIDED THAT:-**
- 5(4)(a) the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and
- 5(4)(b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building

5(5) To provide a 24 hour alarm call system together with the service of a "Good Neighbour" **PROVIDED THAT** the Landlord shall not be liable for any temporary breakdown or withdrawal of the service for reasons beyond the Landlord's reasonable control

5(6) That every lease or tenancy of premises in the Building hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto and (save in the case of any premises which may be let at full or fair rents) shall be substantially in the same form as this Lease

5(7) If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement

6. **PROVIDED ALWAYS** and it is hereby agreed as follows-

- 6(1)(a) If the Service Charge shall remain unpaid for twenty-one days after becoming payable (whether formally demanded or not); or
- 6(1)(b) If any covenant on the part of the Leaseholder shall not be performed or observed

then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease

6(2) The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting

or overflowing of any pipe tank boiler or drain in the Building except in so far as any such liability may be covered by insurance effected by the Landlord

6(3) Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises

6(4) The Landlord shall have power at its discretion to alter the arrangement of the Common Parts Provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before

6(5) Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially

6(6) If the whole or any part of the Premises (or the Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the Service Charge or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use and pursuant to sub-clause 5(2) hereof the Landlord may pay to the Leaseholder a sum not exceeding 10% of the Equity Contribution by instalments and at dates corresponding to the amount of the instalments and the dates of receipt from the insurers

6(7) In the event of the rebuilding or reinstatement of the Premises or of the Building being frustrated by any reason beyond the control of the Landlord and if the destruction or damage suffered shall leave the Premises unfit for occupation or use for the purposes hereinbefore authorised all insurance monies received in respect of the Premises or the relevant part thereof as the case may be in respect of which the frustration occurred shall be apportioned as between the Landlord and the Leaseholder and all other persons interested therein whether as mortgagees or otherwise (of which the Landlord shall have received due notice pursuant to the requirements of sub-clause 3(16)) in proportion to the respective values of their interests in the Premises or the relevant part thereof at the date when the damage or destruction took place and in the event of the failure of the parties to agree such proportions the matter shall be referred to an independent valuer acting as arbitrator who shall be appointed by the Landlord and the Leaseholder or (if they shall fail to agree upon such an appointment) by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and whose decision shall be final and binding but whose costs and expenses shall be borne by the parties in contributions proportionate to their respective shares in the insurance monies and upon such appointment and payment of the insurance monies the Leaseholder may by not less than three months written notice determine the term hereby granted and upon the expiry of such notice the term hereby granted shall absolutely determine but without prejudice to any remedy of the Landlord under any covenant by the Leaseholder or any remedy of the Leaseholder under any covenant by the Landlord

6(8) If during the said term the Leaseholder's affairs shall be made subject to the jurisdiction of the Court of Protection or if the Leaseholder shall in the judgement of the Landlord become incapable of managing his own affairs or if the Leaseholder shall die then the Landlord shall be entitled to determine the term hereby granted by six months notice in writing in the case of death of the Leaseholder the date of determination shall be six months from the date of Probate or Letters of Administration granted to the deceased's personal representatives or six months from the date of the said notice whichever is the later and thereupon this demise shall absolutely determine but without prejudice to the rights of either party hereunder provided no such notice shall be prejudicial to the rights of either party hereunder provided that no such notice shall be effective in the case of the death of the Leaseholder if application is made by the personal representatives of the deceased Leaseholder to assign this Lease to a person permitted under Clause 3 hereof

7(1) In this Clause the following expressions have the following meanings-

7(1)(a) "Account Year" means a year ending on the 31st March

7(1)(b) "Specified Proportion" means the proportion specified in the Particulars

7(1)(c) "the Service Provision" means the sum computed in accordance with sub-clauses (4), (5) and (6) of this Clause

7(1)(d) "the Service Charge" means the Specified Proportion of the Service Provision

7(1)(e) "the Surveyor" means the Landlord's professionally qualified surveyor and may be a person in the employ of the Landlord

7(2) The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments in advance on the first day of each month **PROVIDED ALWAYS** all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to sub-clause 4 (b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in sub-clause (5) of this Clause and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve

7(3) The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with sub-clause (4) of this Clause

7(4) The Service Provision shall consist of a sum comprising-

7(4)(a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in sub-clause (5) of this Clause together with

7(4)(b) an appropriate amount as a reserve for or towards such of the matters specified in sub-clause (5) of this Clause as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one

year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year) but

7(4)(c) reduced by any unexpended reserve already made pursuant to paragraph (b) of this sub-clause in respect of any such expenditure as aforesaid

7(5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing)-

7(5)(a) the costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5(2) 5(3) 5(4) and 5(5)

7(5)(b) the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Building

7(5)(c) all reasonable fees charges and expenses payable to the Surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Building including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work

7(5)(d) the cost of management which shall not exceed the sheltered management allowance permitted from time to time by the Department of the Environment

7(5)(e) any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Building or on the whole or any part of the Common Parts

7(6) As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in paragraph (a) of sub-clause (4) of this Clause shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency

7(7) For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 (as amended) shall apply to the provisions hereof

8. **IT IS HEREBY AGREED AND DECLARED** as follows:-

8(1)(a) That if the Leaseholder shall at any time wish to surrender the term hereby granted he shall be entitled to do so upon giving to the Landlord six months notice in writing of his said wish but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenants by the Leaseholder hereinbefore contained and to the right of the Leaseholder to receive the repayment sum (as hereinafter defined)

8(1)(b) Forthwith upon receipt of any such notice or upon the giving of notice by the Landlord to determine this Lease under Clause 6(8) hereof the Landlord shall take all such steps as shall be reasonable within their power to procure the grant of a new lease to a suitable person for a consideration equal to the repayment sum (as hereinafter defined) but otherwise on the same terms and conditions as this Lease

8(1)(c) That following the determination of this Lease whether by surrender or otherwise the Landlord shall pay the repayment sum on the agreed date for repayment (as hereinafter defined) to the Leaseholder or his personal representatives or other person or persons entitled to receive the same which save as in the circumstances described in sub-clause (4) hereof shall mean 70% of the Market Value (as hereinafter defined)

8(2) The market value shall be the price which a new lease for a ninety-nine year term in all respects the same as this Lease save as to consideration might be expected to fetch on the open market with vacant possession on the date of his valuation as may be determined by an independent valuer appointed by the Landlord or such other valuer as may be appointed under the provisions of sub-clause (3) hereof whose costs and expenses shall be borne by the Leaseholder or other person or persons entitled to the said repayment sum

8(3)(a) If the price determined as the market value by the valuer appointed by the Landlord shall not be agreed by the Landlord and the Leaseholder or other person entitled (or the respective surveyors or valuers of the Leaseholder or person entitled) then the matter shall be referred to an independent valuer whose appointment shall be agreed between the parties hereto or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors and whose decision shall be final and binding on the parties but whose costs and expenses

shall be borne by the Leaseholder or other person or persons entitled to the repayment sum

8(3)(b) The market value determined by a valuer appointed under this sub- clause shall be as at the date of valuation by the valuer appointed by the Landlord

8(4) That the Landlord shall be entitled to deduct from the repayment sum:-

8(4)(a) Such sums as may be due and owing at the date of surrender or determination in respect of arrears of the service charge

8(4)(b) Such sum as may be required to put the demised premises in good repair in accordance with the Leaseholder's covenants in that behalf in this Lease

8(4)(c) The costs and expenses or costs incurred by the Landlord in finding a new tenant or occupier not exceeding 2% of the said repayment sum

8(5) For the purpose of this Clause the agreed date for repayment shall be fourteen working days from the date on which the sum to be paid to the Leaseholder or other person or persons entitled is agreed between the parties or determined by the valuer appointed pursuant to sub-clause (3) hereof or fourteen working days from the date upon which the Landlord receives payment from a new leaseholder or occupier by way of consideration for the grant of a new Lease of the demised premises whichever is the later

9. The Landlord and the Leaseholder hereby apply to the Chief Land Registrar to enter a restriction in the following form in the proprietorship register of the Leaseholders Title:-
"Except under an Order of the Registrar no deed varying the terms of the registered lease is to be registered without the consent of the Housing Corporation of 149 Tottenham Court Road London W1P 0BN"

10. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration other than rent exceeds the Certified Amount

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Leaseholder has hereunto set his hand the day and year first above written

THE FIRST SCHEDULE above referred to MUTUAL COVENANTS

1. Not to use the Premises nor permit the same to be used for any purpose whatever other than as a private residence in single occupation for those of or over the normal pensionable age only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any premises in or part of the Building or may cause an increased premium to be payable in respect thereof
3. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building
4. Not to keep any animals or birds on the Premises without the Landlord's previous written consent

**THE SECOND SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES
INCLUDED IN THE LEASE**

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise) subject to such rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
4. The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premisescausing as little disturbance as possible and making good any damage caused
5. The right is appropriate to use the binstore for the purpose of storage of rubbish only in common with the like right if appropriate in favour of the owner of the upper or lower flat as

appropriate such right to be subject to an obligation on the part of the Leaseholder to contribute to maintenance and upkeep of the binstore

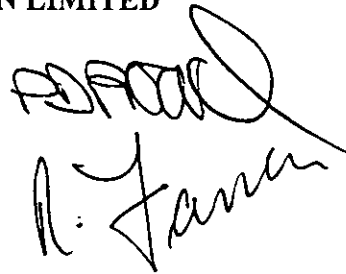
6. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to be the like right) at all times to go pass and repass over the Estates roads and footpaths. **PROVIDED ALWAYS** that the Leaseholder shall pay and contribute a fair proportion of the cost of maintenance repair and renewal of the same

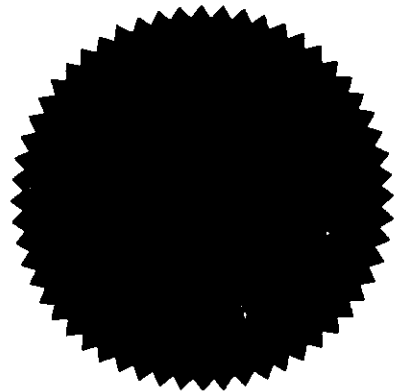
**THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS**

There are excepted and reserved out of this demise to the Landlord and the lessees of the other premises comprised in the Building:-

- (a) Easements rights and privileges over along and through the Premises equivalent to those set forth in paragraphs 2,3 and 4 of the Second Schedule
- (b) The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
- (c) The loadbearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof

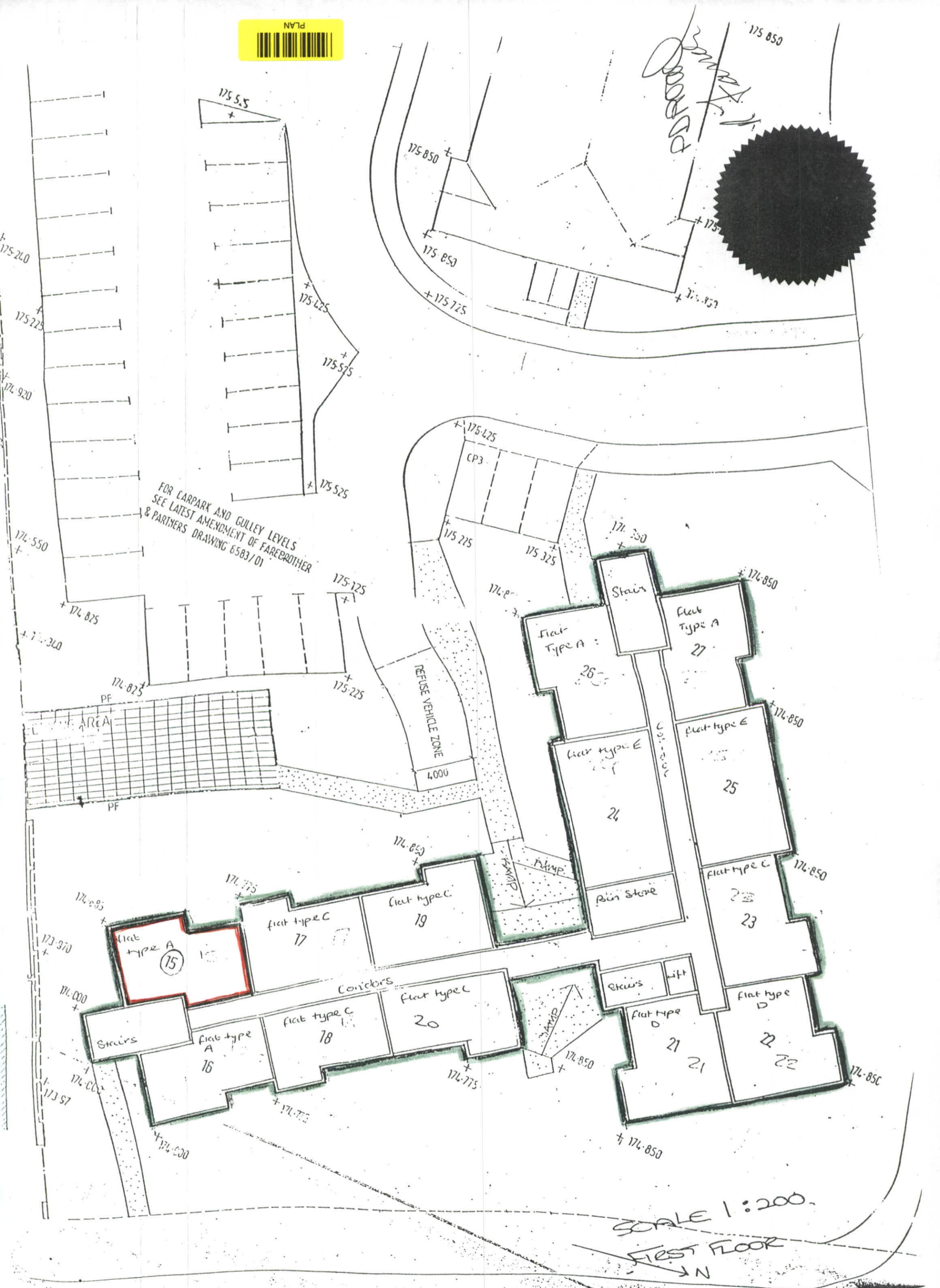
The Common Seal of
MERCIAN HOUSING ASSOCIATION LIMITED
was hereunto affixed in
the presence of:-


A. J. Janner





Handwritten signature



FOR CARPARK AND GULLEY LEVELS
SEE LATEST AMENDMENT OF FAREBROTHER
& PARTNERS DRAWING 6583/01

SCALE 1:200.

FIRST FLOOR
N

ILLINGTON