

* Attachment to Submission by John Longstaff
& Jill Longstaff.

These are the notes referred to on the following official copy

APPENDIX H

Title Number DN562805

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Re Licensing Application No: 053627
Lympston Manor.

Transfer of part

Land Registry

TP1

Registered title(s)

Certified to be a true
and complete copy of the
original

Stamp Duty

BOWER AND BAILEY

Bower Bailey
03 01 08



SEQ162

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction 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 sum of £
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

LN440810

Other title number(s) against which matters contained in this transfer are to be registered, if any

Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. rights and minerals, should be defined. Any attached plan must be signed by the transferor.*

Eastlands Lymstone Exmouth Devon EX8 3NZ



COLOR

The Property is defined: *Place "X" in the appropriate box.*

- ☒ on the attached plan and shown edged red *State reference e.g. "edged red"*
- ☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue"*

Date

18.12.2007

Transferor *Give full name(s) and company's registered number, if any.*

DINMORE PROPERTIES LIMITED (Company Registration Number 02785392)

Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give country in which incorporated.*

THACE CARLETON

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be the combination of a postal address, a box number at a UK document exchange or an electronic address.*

Eastlands, Lymstone, Devon, EX8 3NZ

1 The Transferor transfers the Property to the Transferee

11 Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☒ The Transferor has received from the Transferee for the Property the sum of In words and figures. TWO MILLION AND FIFTY THOUSAND POUNDS (£2,050,000.00)

☐ Insert other receipt as appropriate.

☐ The transfer is not for money or anything which has a monetary value

12 The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☒ full title guarantee ☐ limited title guarantee

13 the covenant referred to in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 is hereby modified as

the Property is sold subject to the matters contained or referred to in the property or charges registers of the above titles (except for any subsisting mortgage) insofar as they affect the Property and remain to be observed and performed; and

the Covenants implied by the giving of full title guarantee do not extend to any charge, incumbrance or other right of which the Transferor does not have actual knowledge

for the purposes of Section 6(2)(a) of the 1994 Act or matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

14 Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property Complete as necessary.

15 Additional provisions

Use this panel for:

- ☐ definitions of terms not defined above
- ☐ rights granted or reserved
- ☐ restrictive covenants
- ☐ other covenants
- ☐ agreements and declarations
- ☐ other agreed provisions.

the prescribed subheadings may be added to, amended, repositioned or omitted.

16 Definitions and Interpretations

17 IN this Transfer and the Schedules hereto unless the context otherwise requires the following expressions have the following meanings:

| | |
|--------------------|--|
| Common Items | means the Road the Sewer the Storm Water Sewer and any other areas or items which are from time to time provided by the Transferor or the Management Company for common use by the tenants and occupiers of the Estate or persons expressly or by implication authorised by them to the extent that such areas or items are not adopted and maintainable at public expense |
| Drive | means the existing drive on the Property running between points X and Y on the Plan |
| Dwellings | means the residential units on the Estate whether freehold or leasehold |
| Estate | means all the land now or formerly comprised in the above title number |
| Estate Rentcharges | means the estate rentcharges created by clause 13.2.3 of this Transfer |

| | |
|------------------------------|--|
| Management Company | means Courtlands No 1 (Exmouth) Management Company Limited whose registered office is at Woodwater House Pynes Hill Exeter EX2 5WR |
| Perpetuity Period | means the period of eighty years from the 1 st May 2006 and (insofar as in Law it is necessary to do so) wherever in this Transfer there is a right granted and excepted and reserved there is deemed to be included in every such grant or exception and reservation a provision requiring that the future interest vest within the stated period and for it to be void for remoteness if it has not so vested |
| Plan | means the plan annexed to this Transfer |
| Projections | means such eaves gutters spouts downpipes chimneys cappings foundations footings and any similar structure in existence as at the date of this Transfer or constructed on the Estate within the Perpetuity Period |
| Road | means the road coloured yellow on the Plan and being the responsibility of the Transferor |
| Services | means the services specified or referred to in Part III of the Fourth Schedule |
| Service Charge | the annual service charge reserved as a variable estate rentcharge pursuant to the provisions of Clause 13.2.3 and the Fourth Schedule to this Transfer |
| Service Installations | means all drains ducts gutters pipes wires cables watercourses sewers and other conducting media or similar installations excluding the Sewer and the Storm Water Sewer now or within the Perpetuity Period constructed within the Estate so long as the same remain unadopted and are not maintainable at public expense |
| Service Suppliers | means the highway authority the drainage authority and all authorities and undertakings (whether statutory or otherwise) responsible for the supply of water gas electricity and communications services |
| Sewer | means the existing foul sewer that runs through the Estate and which serves the Dwellings |
| Storm Water Sewer | means the existing Storm Water Sewer that runs through the Estate and which serves the Dwellings |

References in this Transfer to the singular shall include the plural and to one gender to any other and where a party to this Transfer or its successors consist of two or more persons the obligations on the part of such party shall be deemed to be joint and several and where the context so admits the expressions "the Transferor" and "the Transferee" shall include the owner or owners for the time being and their respective successors in title and assigns and the expression the Management Company includes any other company to which the rights and duties of the Management Company are assigned or transferred

Any covenant by the Transferee not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done

References to any clause, paragraph or schedule without any further designation are to the clause paragraph or schedule to this Transfer so numbered

Any payment or other consideration to be provided is exclusive of VAT

Whenever there is an obligation imposed on any party to make a payment then there is implied an additional obligation by that party to pay all VAT due on that payment

Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders thereunder

The words "include", "includes" and "including" are deemed to be followed by the words "without limitation"

Transfer

The Property is transferred together with the benefit of the rights set out in the First Schedule hereto

The Property is sold subject to the rights (which to the extent not granted are hereby reserved) specified in the Second Schedule hereto for the benefit of the Transferor and all persons authorised by it and each and every part of the Estate

There are further reserved out of the Property:-

- (1) to the Transferor (for securing the observance and performance of the estate covenants contained at clauses 13.7 and 13.8 of this Transfer pursuant to Section 2(4)(a) of the Rentcharges Act 1977) a perpetual yearly estate rentcharge of One pound (£1.00) payable on the 31st day of December in each year and
- (2) to the Management Company (for the purpose of securing the making of contributions towards the cost of providing services) the Service Charge to be forever charged upon and issuing out of the Property

The rights and reservations referred to in clause 13.2.1 and 13.2.2 above are subject to the following:

- (1) the siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period

- (2) the rights may be exercised with or without workmen contractors machinery tools or equipment
- (3) the party or other person or persons exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable
- (4) none of the rights granted in the First Schedule or reserved in the Second Schedule shall apply to or be exercised over any land transferred to or vested in any Service Suppliers or covered by a building

Restrictions and Stipulations

The Transferee to the intent and so as to bind the Property into whosoever hands the same may come hereby covenants with the Transferor for the benefit and protection of the Estate and each and every part thereof and as a separate covenant with the Management Company to observe and perform the restrictions and stipulations set out in Part I of the Third Schedule hereto

Positive Covenants

The Transferee hereby covenants with the Transferor and as a separate covenant with the Management Company as follows:

- (1) to maintain and keep in good repair and renew any fence wall or other means of enclosure on any boundary of the Property marked with a 'T' within the boundary of the Property
- (2) to join with the owner or owners from time to time of any adjoining land in maintaining and keeping in good repair and renewing the party fences walls or structures of the Property hereinafter referred to, if any
- (3) to pay and contribute a fair proportion of the cost of repairing and maintaining any Service Installations used jointly by the Property and any adjoining property or properties insofar as the same are not adopted and maintainable at public expense
- (4) to pay all proper and reasonable costs and expenses (including conveyancer's costs and surveyor's fees) incurred by the Transferor or the Management Company in connection with any application by the Transferee for any licence or consent under this Transfer (whether such licence or consent is actually granted or not)
- (5) to comply at all times with such rules and regulations as the Management Company may reasonably prescribe by notice in writing to the Transferee or by notice in writing affixed to some conspicuous part of the Estate
- (6) to permit the Transferor or the Management Company and its servants and agents on reasonable prior notice in writing to enter the Property for the purposes of performing the Services specified in the Fourth Schedule

Estate Rentcharges

The Transferee hereby covenants with each of the Transferor and the Management Company as follows:

- (1) to pay the perpetual yearly estate rentcharge of One pound (£1.00) at the times hereinbefore appointed for payment without any deduction and
- (2) to pay the Service Charge by way of a variable estate rentcharge in accordance with the provisions of the Fourth Schedule hereto

Management Company

- (1) The Transferee covenants with the Transferor and hereby consents to become a member and director of the Management Company
- (2) The Transferee covenants with the Transferor to procure that on any transfer or conveyance of the freehold interest in the Property any interest in the Management Company held by the Transferor shall be transferred to the transferee who shall thereby become a member and director of the Management Company and to ensure that the transferor shall not hold any interest in the Management Company after it has parted with all interest in the freehold of the Property
- (3) The Transferee covenants with the Transferor not to dispose of the whole or any part of the Property without first procuring that the transferee covenants (if more than one jointly and severally) with the Transferor for the benefit and protection of the Estate and each and every part thereof and as a separate covenant with the Management Company to observe and perform the covenants set out in this paragraph 13.6 (including the covenant set out in this sub-paragraph)
- (4) The Transferee covenants with the Transferor within twenty eight days of any transfer, lease, underlease, mortgage, charge or other devolution or transmission relating to the Property to give notice thereof in writing to the Transferor or as the Transferor may direct and pay a reasonable registration fee of not less than Seventy Pounds (£70.00) plus VAT or other similar tax and produce to the Transferor or as the Transferor may direct a certified copy of the relevant document for registration with such notice

1. The Transferee covenants not to transfer the Property except to a person who has committed himself to apply to become registered as a member and director of the Management Company and to covenant with the Management Company and also with the Transferor in accordance with the form of application and covenant set out in the Fifth Schedule which shall be lodged by the transferee (duly completed and if appropriate stamped) with the Management Company at the same time as the notice in accordance with clause 13.6.4 of this transfer

2. that any transfer or disposition of the Property shall contain a covenant by the transferee or disposee in the terms of the preceding clause 13.6.4 and 13.6.5 and this clause 13.6.6

3. the parties apply to the Chief Land Registrar to enter a restriction on the register of the title to the Property in the following terms:-

"No disposition of the registered estate (other than a Charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Courtlands No 1 (Exmouth) Management Company Limited (its secretary or conveyancer) that the provisions of Clause 13.6.5 of the Transfer dated [] referred to in the Charges Register have been complied with"

4. that so long as the Transferee retains any estate or interest in the Property he will not resign as a member or director or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property

5. that if the Transferee is not a member of the Management Company

13.6.9.1 the Transferee will carry out the obligations attaching to membership of the Management Company under the Management Company's Articles of Association

13.6.9.2 on being requested by the Transferor or the Management Company the Transferee will apply to become registered as a member of the Management Company in any manner authorised by the Management Company or its Articles of Association

6. to comply with any regulations made by the Management Company for the good management of the Common Items

7. The Management Company's Covenants

1. The Management Company hereby covenants with each of the Transferee and the Transferor to provide or procure the provision of the services set out in Part III of the Fourth Schedule **PROVIDED THAT** and it is hereby agreed that all liability on the part of the Management Company in respect of such covenants shall cease after the Management Company shall have transferred the benefit of the Estate Rentcharges to another person or body who shall have entered into a fresh Deed of covenant with (inter alia) the Transferee and the Transferor to observe and perform the provisions of this clause 13.7

2. That (if so required by the Transferee or his mortgagee) the Management Company will enforce the covenants similar to those contained or referred to in clauses 13.3, 13.4 and 13.5 entered into or to be entered into by the owners of the Dwellings on the Transferee indemnifying the Management Company against all costs and expenses in respect of such enforcement as the Management Company may reasonably incur

8. Transferor's Covenants

Transferor covenants with the Transferee as follows:

1. that the Transferor will require every person to whom it shall transfer any Dwelling to covenant to observe the covenants restrictions and stipulations substantially in the form set out in clauses 13.3, 13.4, 13.5 and 13.6 of this Transfer to the extent applicable to such Dwelling

2. to permit the Management Company and its agents and contractors (with or without machinery tools equipment and materials) access to the Estate as required to enable the Management Company to fulfil its obligations under this transfer

9. Remedies

It shall be lawful for the Transferor (as owner of the perpetual yearly estate rentcharge reserved pursuant to clause 13.2.3 (1) hereof) and Management Company (as owner of the variable estate rentcharge reserved pursuant to clause 13.2.3 (2) hereof) to re-enter into and the Property or any part thereof in the name of the whole and to re-possess and enjoy the same as if this Transfer had never been if and so often as the Transferee fails to observe and perform any of the covenants contained or referred to in clauses 13.4, 13.5 or hereof notwithstanding any actual or constructive waiver of their default by the Transferor or the Management Company as the case may be **PROVIDED THAT** prior to the exercise of any rights reserved by this clause the Transferor and/or the Management Company shall give one month's written notice to any mortgagee or chargee of whom the Transferor and/or the Management Company shall have served formal notice pursuant to clause 13.6.4 of this Transfer

10. Party Walls

to the provisions of clause 13.4.1 it is hereby agreed and declared that all fences walls and other means of enclosure dividing the property from any adjoining property on the Estate are and shall be party fences walls or structures and shall be maintained and repaired willingly

11 Light and Air

hereby agreed and declared that the Transferee and his successors in title shall not be or become entitled to any right of access of light or otherwise which shall in any manner diminish restrict or interfere with the free and unrestricted user of the Estate or any adjoining or neighbouring land or property of the Transferor for building or any other purpose and that the Transferor shall require no consent from the Transferee and his successors in title in relation to the user or development of the Estate or any adjoining or neighbouring land or property of the Transferor for any purpose or in any manner

12 VAT

Transferee shall in addition to all sums payable under this Transfer pay any Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any taxable supply made to the Transferee pursuant to the provisions of this Transfer and where the Transferee agrees to reimburse the Transferor in respect of any payment made by the Transferor such reimbursement shall include any Value Added Tax paid by the Transferor

13 Interest

there is any provision in this Transfer for the payment of monies by the Transferee to the Transferor and/or the Management Company and the Transferee shall fail to pay such monies in accordance with the provisions of this Transfer within fourteen days of the date then the Transferee shall pay to the Transferor and/or the Management Company as the case may be in addition to the monies interest thereon at the rate of 4% per centum per annum above Barclays Bank plc base rate from time to time from the date on which the payment is due to the date of actual payment (whether before or after any judgement) or in the event of the said base rate failing to exist such other rate of interest as the Transferor may from time to time reasonably specify

14 Cesser of Liability

agreed and declared that on the completion of the transfer of the freehold of the Common Items that the Transferor shall on and from the date of such completion cease to be liable in respect of any breach or breaches of covenants on its part contained in this transfer save that the Transferor shall remain liable for the Transferors covenants contained in 13.8.3 and 13.8.4

THE FIRST SCHEDULE Rights Granted

The right (in common with the Transferor and all others entitled) for the Transferee and all persons authorised by it to pass and re-pass with or without vehicles or otherwise and at all times and for all reasonable purposes connected with the use and occupation of the Property as a private dwelling but not for any other purpose over and along the Road save that this will not prevent the use of the Property or any part thereof for lettings for holidays or assured shorthold tenancies or short term lets

The right (in common with the Transferor and all others entitled) for the Transferee and all persons authorised by it for the passage and running of water soil gas electricity and communication services through the Sewer and the Storm Water Sewer and Service Installations passing in through over or under the Estate

The right of support shelter and protection for the benefit of the Property as is now enjoyed from the adjoining land or building or buildings on the Estate

The right to retain in place the Projections which are incidental to the use of the Property and which overhang or protrude beneath any adjoining land comprised in the Estate

The right of entry upon the Estate for the purpose of inspecting cleansing maintaining repairing and renewing the Property

the Service Installations as serve or are capable of serving the Property

THE SECOND SCHEDULE Exceptions and Reservations

The right of passage and running of water soil gas electricity and telephone services through any part of the Sewer the Storm Water Sewer and the Service Installations passing in through over or under the Property existing at the date hereof or to be constructed within the Perpetuity Period TOGETHER WITH the right to enter upon the Property at any time after reasonable prior notice (save in emergency) for the purpose of diverting inspecting maintaining rebuilding making connections into or

renewing the same

The right to divert the Sewer the Storm Water Sewer or the Service Installations laid in, under, through or over the Estate as may serve the Property PROVIDED THAT there is no material diminution in the supply of services through the Service Installations to the Property

All rights of support shelter and protection as are now enjoyed from the Property

The right to develop the Estate and any part thereof and any adjoining or neighbouring land or property of the Transferor notwithstanding that access of light and air coming to the Property may thereby be diminished or obstructed

All easements wayleaves licences rights and privileges granted or to be granted by the Transferor to any Service Suppliers in connection with the services usually provided or maintained by them or any of them for the benefit and advantage of the Transferor or the Estate or any part or parts of it and the Transferee covenants on request to enter into any transfer or documents to grant to such Service Supplier such rights as it shall properly require in connection with the provision and maintenance of those services

A right of way for the Transferor and all other persons authorised by it to pass and re-pass with or without vehicles or otherwise at all times and for all purposes connected with the use and occupation of the property known as West Lodge as a private dwelling shown coloured yellow and numbered 16 on the Plan and each and every part thereof over and along the Drive subject to the persons exercising such right not causing any obstruction of the Drive and further making a fair contribution according to user by it of the cost of maintenance and repair of the Drive

The right for the Transferor and all other persons authorised by it at all times and for all reasonable purposes connected with the use and occupation of the Property known as West Lodge which is shown coloured blue on the Plan and each and every part of West Lodge to use the existing drains soakaways and septic tank which are located on the Property for the discharge of foul drainage from West Lodge together with the right on giving reasonable notice (except in the case of emergency) to enter onto the Property with or without workmen equipment and materials for the purpose of inspecting maintaining repairing and renewing the said drains septic tank and soakaways subject to the persons entering the Property making good any damage caused in the exercise the rights hereby granted.

The rights for the Transferor as maybe required to enter on to the Property with or without workmen and materials for the purpose of installing on the Property in a position previously agreed with the Transferee (such approval not to be unreasonably withheld or delayed) drains or soakaways to facilitate disposal of foul drainage from West Lodge together with the right to discharge foul drainage through any drains or soakaways so laid and together with the right on giving reasonable notice (except in the case of emergency) to enter on to the Property for the purpose of inspecting maintaining repairing and renewing any drains or soakaways so laid making good any damage caused in the exercise of such right.

THE THIRD SCHEDULE

Restrictive covenants

Part I

Not to do cause or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or may cause damage to the Transferor or the owners or occupiers of adjoining premises nor to use the Property for any illegal or immoral purpose

Not to do cause or permit any noise music or disturbance which can be heard by other tenants and occupiers of other properties on the Estate between the hours of eleven pm and eight am

No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping place (other than such a chattel in regular use as a private motor vehicle) or boat or trailer shall be made built or allowed to stand on the Property in such a position as to be visible from any part of the rest of the Estate

Not to erect or allow or cause to be erected or set up at any time after this transfer upon any part of the Property any poles for the purpose of carrying radio or television aerials or any wires but this shall not prevent the installation on any chimney or gable wall or eaves of any dwelling on the Property of a radio and/or television receive only aerial

Not to cause any obstruction of the Road

Not to discharge into the Sewer the Storm Water Sewer or the Service Installations any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of the Service Installations or the Sewer or the Storm Water Sewer

THE FOURTH SCHEDULE
Service Charge

PART I
Service Charge

the purposes of this Schedule the following terms shall have the following meanings and the definitions contained in Clause 13.1 of the Transfer shall apply except where inconsistent with express terms of this Schedule.

"the Accountant" shall mean any person or firm appointed by or acting for the Management Company (including an employee of the Management Company) to perform the function of an Accountant for any purpose of this Transfer

"the Computing Date" shall mean the 31st March in each year or such other date as the Management Company may nominate

"Financial Year" shall mean each period of a calendar year ending on a computing date

"Provisional Sum" shall mean the initial annual sum of £[] and thereafter the provisional sum payable under paragraph 2.3 of this schedule

"the Service Charge" shall mean in relation to each Financial Year the Specified Fraction of the Total Cost of the Services for that Financial Year which for the avoidance of doubt will not include any part of the cost of the initial construction installation or provision of any items of infrastructure which form part of the development of the Estate and the term "infrastructure" shall include roads footpaths sewers pedestrian walkways

"the Services" shall mean the services and other items described in Part III of this Schedule

"the Specified Fraction" shall in relation to each Financial Year mean in relation to those services listed at Part III of this Schedule such fraction as the Surveyor shall certify as an expert to be reasonable having regard to the total number of Dwellings having the benefit of the services provided

"the Surveyor" shall mean any person or firm appointed by or acting for the Management Company (including an employee of the Management Company) to perform the function of the Surveyor for any purposes of this Transfer

"the Total Cost of the Services" shall in relation to each Financial Year mean the total of the expenses and outgoings in that year incurred by the Management Company in supplying or procuring the supply or contributing towards the supply of the Services and shall include the incidental costs listed in paragraph 4 of this Schedule and shall be deemed also to include such reasonable part of all expenses outgoings and other expenditure herein described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Management Company or the Management Company's agents may in their discretion allocate to the year in question as being fair and reasonable in the circumstances **PROVIDED THAT** and it is hereby agreed that in the event that any item or items included or capable of inclusion within the expression "the Total Cost of the Services" shall have the effect of rendering the variable estate rentcharge created by this Transfer void or voidable this Transfer shall be deemed to be modified and shall be read and construed as if the same did not include a reference to such items to the extent necessary to render the said variable estate rentcharge valid and enforceable but without prejudice to the remaining provisions of this Transfer so far as may be permissible at law to render recovery of such items valid and enforceable by other means

PART II
Ascertainment and Payment of Service Charge

The Management Company shall as soon as convenient after each computing date prepare an account showing the Total Cost of the Services for the Financial Year ending on that computing date and containing a fair summary of the expenditure referred to in it including details of anticipated expenditure as referred to in paragraph 1.9 of this Schedule and upon such account being certified by the Accountant the same shall be conclusive evidence as to matters of fact referred to in the account

The Transferee shall pay on execution hereof for the period from the date hereof to the next computing date a proportionate part of the initial provisional sum mentioned in paragraph 1.4 of this Schedule

The Transferee shall pay for the next and each subsequent Financial Year a provisional sum equal to the Surveyor's estimate of the Total Cost of the Services for the relevant Financial Year to be paid annually in advance in each year

If the Service Charge for any Financial Year shall exceed the provisional sum for that Financial Year the excess shall be due to the Management Company on demand and if the Service Charge for any Financial Year is less than the said provisional sum any overpayment shall be credited to the Transferee against the next payment or payments of the Service Charge

Such part of the Service Charge in each Financial Year as is attributable to anticipated expenditure and not to be expended within one year shall be held in trust for the owners for the time being of the Dwellings

If at any time the number of Dwellings within enjoying or capable of enjoying the benefit of any of the Services is varied otherwise than on a temporary basis or if in all the circumstances the Specified Fraction is no longer appropriate to the Property the Specified Fraction may be varied in relation to all or any of the services as appropriate by the Management Company in such manner as shall be reasonable in all the circumstances

PART III The Services

Items for the benefit of Estate

Management

The Management and administration of the Common Items (including legal accountancy and other professional services) by the Management Company to include the collection of sums the keeping of proper books of account and the preparation of statements or certificates of the expenses incurred and the auditing of such expenses

Common Items

The maintenance repair renewal cleaning and if appropriate lighting of the Common Items

Insurance

The insurance of the Common Items against such usual property owners risks as the Management Company from time to time shall reasonably consider necessary and third party liability to the extent that such insurance is ordinarily available to the Management Company from a reputable insurer on reasonable commercial terms and subject to such exclusions conditions and excesses that the insurer requires

Statutory Requirements

All works to the Common Items that are required in order to comply with the requirements of any statute or any government department local authority or other competent authority or with the requirements of the Transferor's or the Management Company's insurers

Service Charge calculations

All fees and costs incurred in respect of the calculation and certification of the Total Cost of the Services and interim payments and the amounts payable by persons liable to contribute thereto and in respect of accounts kept and audits made for the purposes of the calculations thereby required including the fees charges and expenses payable to any accountant conveyancer or other person in connection with the preparation auditing or certification of any accounts in connection with any of the items comprised in the Total Cost of the Services or service charges or other payments payable by tenants or other occupiers of the Estate

PROVIDED ALWAYS that the Services listed in this Part III may be withheld or varied from time to time if reasonably considered to be for the more efficient conduct and management of the Common Items

Incidental Costs

the cost of employing such staff as may reasonably be deemed necessary for the provision of or otherwise in relation to the Services

All rates charges assessments impositions and other outgoings payable in respect of the Common Items

the reasonable fees of the Surveyor the Accountant and any managing agent and other fees reasonably and properly incurred in connection with the general management of the Common Items and any appropriate V.A.T. thereon or in lieu of employing managing agents fees for performing such functions as are normally performed by managing agents and any appropriate VAT thereon

the cost of complying with any statutory requirements in respect of the Common Items

Any taxes which may be assessed or charged on the Service Charge or the income arising from any investment of the same

THE FIFTH SCHEDULE Form of Covenant

Plot [] [name of development]

MAIL ADDRESS [full postal address]

POWER DATED


transferee[s] of the above property I/we [jointly and severally] covenant with you to observe and perform the covenants conditions
of the above transfer as if I/we were the original Transferee named in such transfer

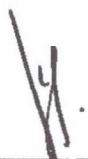
as a Deed by)
)

presence of:

Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

SIGNED as a Deed by
EDINMORE PROPERTIES LIMITED
acting by two directors or one director and the
secretary


Director


Director/Secretary

SIGNED as a Deed by
GRACE CARLETON
in the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS).....

Address.....

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