

## THE SIXTH SCHEDULE

### Purposes for which the Maintenance Fund is to be applied

1. To appoint and pay for the services of a Surveyor or firm of Surveyors to manage St. Paul' Court and to collect the rents and maintenance contributions in respect of the flats therein and to carry out such other duties as may from time to time be assigned to him by the Management Company or are otherwise imposed on him by the provisions of this lease The Surveyor may (but need not) be a member director or employee of the Management Company and his remuneration hereunder shall not be more than is reasonably commensurate with his services in relation to St. Paul's Court

2. As often as may in the opinion of the Surveyor be necessary to wash and paint in appropriate colours and in a workmanlike manner or otherwise treat in an appropriate manner all the outside wood iron cement and stucco work of St. Paul's Court usually painted or treated as the case may be AND ALSO at all times during the said term to keep the interior and exterior walls and ceilings and floors of St. Paul's Court (but excluding such parts thereof as are included in the Flats by virtue of the definition contained in the First Schedule) and the whole of the structure roof foundations and main drains of St. Paul's Court in good repair and condition AND ALSO properly to cultivate and preserve in good order and condition the gardens and grounds (if any) of St. Paul's Court and to keep the entrance drive forecourt and paths thereof properly weeded and surfaced

3. At all times during the said term to keep the entrance halls staircases and passages in St. Paul's Court and all roads footpaths gardens and other areas used in common by any of the tenants and occupiers of the flats therein and all conduits now laid or hereafter to be laid in or upon St. Paul's Court or any part thereof (other than those serving exclusively individual flats therein) in good repair and condition and as often as may be in the opinion of the Surveyor necessary in a suitable and workmanlike manner to wash and paint with two coats of good paint and grain and varnish all the interior of the said common parts and all additions thereto usually painted grained and varnished and wash

distemper and whiten all ceilings of the said common parts and colour and strip and repaper and renew or otherwise decorate in an appropriate manner the walls thereof and all decorative finishes

AND ALSO at all times during the said term to keep the common parts aforesaid suitably furnished lighted cleaned and surfaced

4. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the said term shall be assessed charged or imposed or payable on or in respect of the entirety of St. Paul's Court (other than the Flats) or any flat occupied by a servant of the Management Company and in the event of any part thereof or any such flat being assessed or charged together with any other of the Flats to pay a due proportion thereof to be conclusively determined by the Surveyor

5. Unless prevented by any cause beyond the control of the Management Company to keep such staff to perform such services as the Management Company think necessary in or about St. Paul's Court but so that the Management Company shall not be liable to the Tenant for any act default or omission of such staff

6. To make provision for the payment of all legal costs incurred by the Management Company (a) in the running and management of St. Paul's Court and in the enforcement of the covenants conditions and regulations contained in the leases granted of the flats in St. Paul's Court and (b) in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or bye-law on the Tenant or any underlessee of the Flat or on any tenant or underlessee of any other of the flats in St. Paul's Court or on the Management Company in respect of St. Paul's Court or the curtilage thereof or all or any of the flats therein

7. To pay any costs and fees incurred for auditing accounts of the Maintenance Fund

and supplying Certificates of Expenditure in any Maintenance Year.

8. To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to the communal television aerial or aerials the relay service for wireless broadcasts (if any) or other similar apparatus the internal telephone system and any door porter system (if any) of St. Paul's Court including any fees or charges payable to any contractor person or company In respect of the same

9. To keep St. Paul's Court including the Lessor's fixtures and fittings and the furnishings of the common parts thereof but not the contents of any flat therein insured against loss or damage by fire lightning storm tempest flood escape of water explosion impact aircraft or anything dropped there from riot or civil commotion subject to the usual exclusions which may be appropriate from time to time and such other risks as the Lessor or the Management Company shall think fit for a sum equal to not less than the full replacement value thereof including three years' loss of rent and all architects surveyors and other fees necessary in connection therewith and to have the Tenant and the lessor included in the Policy as insured persons and to produce to the Tenant or his agents on request at the offices of the Management Company the policy of insurance and the receipt for the current premium and forthwith to utilise the proceeds received of any such policy so far as the same will extend to rebuild or reinstate St. Paul's Court and the Tenant hereby authorises the Management Company to receive the insurance monies for this purpose but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided In the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Tenant his servants agents guests invitees or licensees

10. To effect in relation to St. Paul's Court or the curtilage thereof insurance against the liability of the Lessor or the Management Company to third parties and against such other risks and in such amount as the lessor shall think fit (but not against the liability of individual tenants as occupiers of the flats in St. Paul's Court)

11. To pay any taxes which may be assessed or charged on the Maintenance Fund or its income or in respect thereof

12. To pay any costs incurred in or resulting from the discontinuance of any matters pursuant to Clause 5{B) of this Lease.

13. To reimburse to the adjoining owner (which expression shall mean and include the Lessor and the Lessor's successors in title being the owner or owners of any adjoining property and any agent administration company or maintenance trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to St. Paul's Court and falls within any of the purposes mentioned in this Schedule PROVIDED ALWAYS that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Surveyor and the adjoining owner's Surveyor or in default of agreement determined by an independent Surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and whose determination shall be final and binding on all the parties

14. To carry out all repairs to any other part of St. Paul's Court for which the Management Company may be liable and to provide and supply such other services for the benefit of the Tenant and the other tenants of flats in St. Paul's Court and to carry out such other repairs and such improvements works and additions and to defray such other costs (including the modernisation or replacement of plant and machinery) as the Management Company shall consider necessary to maintain St. Paul's Court as a block Of good quality residential flats or otherwise desirable in the general interests of the tenants

15. To invest any sums representing the reserve created pursuant to paragraph 2(b) of Part II of the Fifth Schedule or any other sums received by the Management Company in any Narrower-Range Investments Requiring Advice as defined in Part II of the First Schedule of the Trustee Investments Act 1961 but without the need to obtain such advice

and to withdraw the same from deposit as required in order to meet the expenses referred to in that paragraph or to meet any temporary deficiency in the moneys available to meet the expenditure referred to in paragraph 2(a) of that Part of that Schedule

16. To carry out all works and other obligations under the terms of a licence (relating to two footpaths leading to Berkeley Avenue) dated the 10th day of March 1982 and made between the Berkshire County Council of the one part and Rockfort land Limited of the other part and any document which may be entered into in replacement thereof

THE NINTH SCHEDULE

The Management Company's Covenant

That the Management Company will (subject to the receipt by the Management Company of the Maintenance Contribution from the Tenant) throughout the term hereby granted provide and carry out or procure the provision and carrying out of the purposes particulars of which are set out in the Sixth Schedule PROVIDED that (without affecting the generality of this paragraph) the Management Company shall not be liable for any failure or omission at any time or from time to time during the term hereby granted to provide supply or procure any or all of the said purposes if it shall be prevented hampered or restricted in any way from so doing by virtue of strikes lock-outs non-availability of or restriction upon supplies of materials or labour or other services whether conditions inevitable accident emergency Act of God or by any cause whatsoever or howsoever arising and not within the control of the Management Company

THE COMMON SEAL of ROCKFORT     )  
HOMES LIMITED was hereunto        )  
affixed in the presence of:-         }

Director

Secretary

THE COMMON SEAL of ST. PAUL'S     )  
COURT MANAGEMENT COMPANY        )  
LIMITED was hereunto affixed        )  
in the presence of:-                 )

Director

Secretary