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DATED 17 August **2012**



(1) EXPRESS PARK ROTHERHAM LIMITED

- and -

(2) TAYLOR WIMPEY UK LIMITED

LEASE OF LAND

- at -

**EXPRESS PARK WATERFRONT
OFF MANVERS WAY
DEARNE VALLEY
ROTHERHAM-PHASE 3**

CERTIFIED TRUE COPY OF THE ORIGINAL

Gateley
Gateley LLP

wake smith LLP

PRESCRIBED CLAUSES

Schedule 1A to the Land Registration (Amendment) (No 2) Rules 2005

LR1	Date of Lease	17 August 2012
LR2	Title Number(s)	LR2.1 Landlord's Title Number(s) SYK528302 and SYK 553879 . LR2.2 Other Title Number(s)
LR3	Parties to this Lease	Landlord Express Park Rotherham Limited (registered in England company number 04294614) whose registered office is at The Piano Club, 9 Brighton Terrace, London, SW9 8DJ . Tenant Taylor Wimpey UK Limited (registered in England with company number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR . Other parties None.
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail As defined as "Property" in this lease at Clause 1.
LR5	Prescribed statements etc	None.
LR6	Term for which the Property is leased	The term as specified in this lease at Clause 3.
LR7	Premium	One million three hundred and six thousand six hundred and seventy three pounds (£1,306,673) plus VAT.
LR8	Prohibitions or restrictions on disposing of this lease	None.

LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None.
	LR9.2 Tenant's covenant to (or offer to) surrender this lease None. LR9.3 Landlord's contractual rights to acquire this lease None.
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11 Easements	LR11.1 Easements granted by this lease for the benefit of the Property As specified at Part 1 of the First Schedule of this lease. LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property As specified at Part 2 of the First Schedule of this Lease.
LR12 Estate rentcharge burdening the Property	None.
LR13 Application for standard form of restriction	None.
LR14 Declaration of trust where this more than one person comprising the Tenant	None.

THIS LEASE is made on the date in Prescribed Clause LR1.

BETWEEN:

- (1) The Landlord named in Prescribed Clause LR3 (hereinafter called the Landlord").
- (2) The Tenant named in Prescribed Clause LR3 (hereinafter called "the Tenant").

1. DEFINITIONS

In this Lease the following words and expressions (unless the context otherwise requires) have the following meanings:

"Buffer Strip": the land (including the part (if any) comprised in the Property) shown coloured green on Plan 1 annexed to this Lease;

"Common Land" the public landscaped and play areas on the Estate but excluding the Property.

"Environmental Laws" the Environmental Protection Act 1990 and all laws directions regulations codes of practice guidance notes circulars (in the case of guidance notes and circulars have the force of law) and the like concerning the protection of the environment human health or working conditions including without limitation the conservation of nature resources the production storage transportation treatment recycling or disposal of any waste or any dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters;

"Estate": the land at Express Park Manvers West Manvers Way Rotherham shown edged blue on Plan 1. ~~PROVIDED THAT if the Landlord shall sell or otherwise dispose of any part or parts thereof or acquires other land for incorporation into the Estate the Landlord may by notice in writing redefine the extent of the expression "the Estate" as far as such~~

"Estate Charge": the amounts or amounts from time to time payable by the Tenant to the Landlord pursuant to the Second Schedule (Part 1);

"Estate Roads" the access roads and footpaths to the Property from Manvers Way and all other roads and footpaths from time to time within the Estate which are for the common use of the occupiers of the Estate (as the route and layout of such roads are changed or amended from time to time);

"Lease": this deed (including the schedules to this deed and the Prescribed Clauses) and any document supplemental to this deed;

"Open Land": any part of the Development whether or not comprising part of the Property that is not built upon or not intended to be built upon and/or any parking areas comprised in the Property and/or any other external areas of the Property but not any areas forming part of the curtilage of any residential dwellings on the Property;

"Plans" the plans numbered 1 and 2 annexed to this Lease;

"Planning Acts" all statutes statutory instruments rules orders regulations and directives whatsoever from time to time relating to town and country planning including (but without limitation) the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004;

"Prescribed Clause" the relevant clause of the Land Registry Prescribed Clauses at the beginning of this Lease and "Prescribed Clauses" shall be construed accordingly;

"Prescribed Rate": 4% per annum above the National Westminster Bank PLC base rate or if that base rate ceases to exist such other comparable rate as the Landlord shall reasonably determine;

"Property": the land and buildings and other facilities works or structures from time to time on the land (or any part of it or them) together with any Service Media from time to time on or under such land and buildings and exclusively serving it or them at Waterfront, off Manvers Way Wath-on-Deane Rotherham South Yorkshire and shown edged in red on Plan 2 (as from time to time rebuilt altered or amended);

"Registered Title" Land Registry Title Number SYK 528302, SYK553879 and SYK586740 under which the reversion immediately expectant on this Lease is registered;

"Service Media" pipes sewers drains conduits gutters gulleys watercourses wires flues channels and all other service or conducting media including pumping stations and balancing ponds (if any);

"Statutory Agreement" means any agreement wayleaves or Deeds of Grant of Easements required by any competent authority for the works to and adoption of roads, pavements, sewers, service media including any agreement under Section 38 of the Highways Act 1980 and Section 278 of the Highways Act and Section 104 of the Water Industries Act 1991.

"Term" the term of years granted pursuant to Clause 3.3;

"Value Added Tax" or "VAT" means the tax chargeable on supplies of goods or services pursuant to the Value Added Tax Act 1994;

"1994 Act" means the Law of Property (Miscellaneous Provisions) Act 1994.

2. INTERPRETATION

In the Interpretation of this Lease:

2.1 LANDLORD

Landlord includes the person for the time being entitled to the reversion immediately expectant on the termination of the Term.

2.2 LIABILITY

Wherever the Landlord or Tenant comprises more than one person covenants and obligations expressed to be made or assumed on the part of the Landlord and the Tenant (as appropriate) shall be deemed to be made jointly and severally by those persons and shall (where appropriate) be binding on and enforceable against his personal representatives.

2.3 STATUTES

A reference to a statute shall include any statutory amendment or re-enactment thereof and any orders instruments rules directives regulations or notices made or issued pursuant to them.

2.4 LANDLORD'S AND TENANT'S RIGHTS

Reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right by all persons properly and reasonably authorised by the Landlord or the Tenant or having the like right.

2.5 PROHIBITIONS

Any prohibition imposed on the Tenant by this Lease shall be construed as including an obligation to use reasonable endeavours against allowing or suffering the act or thing prohibited to be done by a third party.

2.6 HEADINGS AND CLAUSES

The headings in this Lease shall be ignored in its interpretation. References to clauses and schedules are references to clauses and schedules in this Lease unless expressly stated otherwise.

3. DEMISE

3.1 LETTING AND PREMIUM

In consideration of the Premium specified in Prescribed Clause LR7 plus Value Added Tax now paid by the Tenant to the Landlord (receipt of which is hereby acknowledged) and the rents reserved in Clause 3.4 the Landlord lets the Property to the Tenant.

3.2 RIGHT EXCEPTIONS AND RESERVATION

This letting is made TOGETHER WITH the benefit of the rights specified in Part 1 of the First Schedule EXCEPTING AND RESERVING the rights specified in Part 2 of the First Schedule and SUBJECT TO AND WITH THE BENEFIT of (as appropriate) the matters specified or referred to in the documents listed in Part 3 of the First Schedule.

3.3 TERM

This letting is for a term of 999 years from the date of this Lease.

3.4 RENTS

The rents reserved by this Lease are:

- 3.4.1 the annual rent of one peppercorn (if demanded); and
- 3.4.2 as further rent the Estate Charge in accordance with the Second Schedule and all other amounts payable by Tenant to the Landlord under this Lease whether or not reserved as rent.

3.5 TITLE GUARANTEE

This letting is made with full title guarantee save that:

- (a) all matters recorded at the date of this Lease in registers open to public inspection are deemed to be within the actual knowledge of the Tenant for the purposes of section 6(2) (a) of the 1994 Act notwithstanding section, 6(3) of the 1994 Act;
- (b) the Landlord shall have no liability to the Tenant under the 1994 Act or otherwise in respect of any matters the Landlord did not know about and could not reasonably know about at the date of this Lease.

4. TENANT'S COVENANTS

The Tenant COVENANTS with the Landlord as follows:

4.1 RENT ESTATE CHARGE AND INTEREST

4.1.1 To pay to the Landlord or as the Landlord may from time to time

direct in writing:

- (a) the annual rent reserved by this Lease;
- (b) the Estate Charge in accordance with the Second Schedule; and
- (c) the other rents reserved by this Lease in accordance with the provisions of this Lease.

4.1.2 To pay on demand and as additional rent interest at the Prescribed Rate from the date of proper demand or from the date when due (as appropriate) to the date of receipt of payment by the Landlord such interest to be calculated on a daily basis on any sums payable under this Lease.

4.2 VALUE ADDED TAX

To pay to the Landlord all Value Added Tax which may from time to time be charged on the rents and sums payable under this Lease:

4.3 OUTGOINGS

To pay all existing and future rates taxes impositions and outgoings whatsoever in respect of the Property except any tax assessed on:

- 4.3.1 any dealing by the Landlord with its interest in the Property; and
- 4.3.2 any receipt by the Landlord of the rents and other sums payable under this Lease.

4.4 CONDITION AND REPAIR

- 4.4.1 to keep Open Land in so far as within the Property in good condition and free from weeds and keep all landscaped areas properly cultivated;
- 4.4.2 not to store anything on the Open Land or bring anything onto it that is or might become untidy, unclean, unsightly or in any way materially detrimental to the Property;
- 4.4.3 not to deposit any waste, rubbish or refuse on Open Land except in areas designed for temporary storage of rubbish pending collection and removal.

4.5 ENTRY

To permit the Landlord or any person authorised by the Landlord with workmen and others with all necessary equipment to enter the Property (but not any buildings on the Property) on not less than 7 days written notice (or at any time without notice in an emergency) for the following purposes:

- 4.5.1 to execute any works on any adjoining parts of the Estate which the Landlord needs or is obliged or entitled to carry out (whether under this Lease or otherwise) where the same cannot reasonably be carried out other than by entering the Property the Landlord to cause as little inconvenience as possible and make good any damage to the Property caused in exercising such right at its own expense and to the reasonable satisfaction of the Tenant;
- 4.5.2 to inspect cleanse repair amend renew remove or replace any Service Media and/or other things services or facilities not serving or not exclusively serving the Property on the terms set out in Clause 5.5.1;
- 4.5.3 for any reasonable purpose in connection with:
 - (a) the performance by the Landlord of the Landlord's obligations whether under this Lease or otherwise; or
 - (b) the exercise by the Landlord (or other authorised persons) of the Landlord's rights under this Lease.

4.6 OBJECTIONABLE USE

Not to use the Property for auctions or gambling or for any dangerous noxious or illegal activity and not to allow or permit any statutory or actionable nuisance or cause damage to the Landlord or any occupier of the Estate and to use all reasonable endeavours not to do anything on the Property or allow anything to remain on the Property that may be or become or cause a statutory or actionable nuisance or causes damage to the Landlord or any occupier of the Estate.

4.7 PLANNING

To comply with the Planning Acts so far as they relate to the Property or its occupancy.

4.8 STATUTORY REQUIREMENTS

At all times to observe and comply with the requirements of Environmental Laws insofar as they relate to the Property only and all statutes statutory instruments orders rules regulations and directions imposed by or deriving their validity from statute relating to the Property and to indemnify the Landlord against all actions proceedings claims or demands which may be brought or made by reason of such statutes or requirements or any default in compliance with them.

4.9 ADVERTISEMENTS

Not to display any notices or advertisements on the exterior of the Property or within the Property and visible from outside except reasonably good quality trade, promotional, road and directional signs or For Sale or For Letting boards in keeping with the character quality and location of the Property.

4.10 COSTS

To pay all reasonable costs (including but without limitation solicitors' costs and surveyors' fees) properly and reasonably incurred by the Landlord:

- 4.10.1 in the preparation and service of every notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by order of the court;

- 4.10.2 in respect of any application for consent required by this Lease whether or not such consent be granted (provided that it is not unlawfully or unreasonably refused).

4.11 INDEMNITIES

Save to the extent that the Landlord is at fault or is re-imbursed under any insurance policy it has to indemnify the Landlord against all actions claims proceedings costs expenses and demands made against the Landlord as a result of any act omission or negligence of the Tenant or the servants agents licensees or invitees of the Tenant or any person under their control or any breach or non-observance by the Tenant of the Tenant's covenants or other terms of this Lease Provided that in respect of any claim arising as a result of an indemnity given to the Landlord by the Tenant the Landlord is:

- 4.11.1 to give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of that claim;
- 4.11.2 to provide to the Tenant on reasonable request any information and assistance in relation to the claim as the Tenant may reasonably require, subject to the Tenant indemnifying the Landlord against all proper costs reasonably incurred by it in the provision of such information or assistance;
- 4.11.3 to use reasonable endeavours to mitigate the liabilities incurred by the Landlord as a result of such claim.

5. LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant as follows:

5.1 QUIET ENJOYMENT

The Tenant shall be entitled peaceably and quietly to hold and enjoy the Property without any lawful interruption by the Landlord or any person claiming under above or in trust for the Landlord or by title paramount.

5.2 ESTATE SERVICES

The Landlord covenants to carry out the Estate Services PROVIDED THAT:

- (a) the Landlord shall not be liable for any failure to provide or interruption to the Estate Services for reasons beyond the Landlord's control but the Landlord shall take all reasonable measures to restore the Estate Services as soon as practicable; and
- (b) the Landlord shall use its reasonable endeavours to provide the Estate Services at economic cost

6. PROVISOS

Provided that and it is agreed as follows:

6.1 PRESCRIPTIVE RIGHTS

Without prejudice to the rights specified in Part 1 of the First Schedule the Tenant shall not acquire or be deemed to have acquired by prescription or otherwise any rights easements or privileges over the Property or any adjoining or neighbouring land or premises and section 62 of the Law of Property Act 1925 shall not apply in relation to the Property.

6.2 PLANNING RESTRICTIONS

No representation or warranty is or has prior to the date hereof been given or made by or on behalf of the Landlord that any use will be or remain a permitted use under the Planning Acts.

6.3 MANAGEMENT COMPANY

6.3.1 The Landlord may incorporate a management company ("Manco") for the Estate Services and if the Landlord delivers to the Tenant a deed of covenant executed by Manco in favour of the Tenant or any assignee or underlessee of the whole of the Property to observe and perform the covenant on the part of the Landlord contained in Clause 5.2 then:

6.3.1.1 the Landlord shall have no further liability under Clause 5.2 and this Lease shall have effect as if references in that clause to "Landlord" were references to "Manco";

6.3.1.2 Manco shall have the right to receive the Estate Charge from the Tenant and shall have the benefit of and shall be entitled to enforce against the Tenant all of the Tenant's covenants in this Lease in relation to the Estate Charge and the Estate Services ; and

6.3.1.3 references in the Second Schedule of this Lease to "Landlord" shall be read and construed as references to Manco.

6.3.2 If the Landlord so requests in writing the Tenant or if the Tenant so requires a person authorised by the Tenant shall become a director and/or member of Manco.

6.4 STATUTORY AGREEMENTS

The Landlord will at the request and cost of the Tenant as Landlord and as owner of the Property and any other land adjoining or neighbouring it enter into and procure that its mortgagees and any person with an interest in the Property superior to the Landlord and any planning undertaking or agreement and their respective mortgagees enter into Statutory Agreements as any competent authority requires to be provided that the Tenant procures the provision of each bond guarantor or surety or other security required under each such agreement and that the Tenant will meet its own costs and those of the relevant competent authority and those of the Landlord in respect of entering into and completing each such undertaking or agreement and provided further that the Tenant is alone responsible for all works to be carried out under each such agreement.

6.5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Lease shall confer on any third party any right to enforce or any benefit of any term of this Lease.

IN WITNESS whereof this Lease has been duly executed by the parties hereto the day and year first before written.

THE FIRST SCHEDULE

PART 1 - ANCILLARY RIGHTS

The right in common with the Landlord and other persons entitled to a like or similar rights:

1. until they become highways maintainable at public expense the right for the Tenant to pass and repass at all times and for all purposes with free and uninterrupted passage with or without vehicles along the Estate Roads but save that any temporary obstruction or interference shall be permitted so long as sufficient access to the Property is available at all times
2. full and free passage and running of water sewage gas electricity telephone signals and any other services through any Service Media which may now or at any time in the future be laid in or upon the Estate and which serve (inter alia) the Property
3. ~~to discharge surface water into the lake adjoining the Estate through the Service Media from time to time in on or under the Estate and designated to be used for this purpose together with the right on reasonable prior notice to the Landlord and its tenants and other occupiers of the Estate thereby affected (except in emergency) to enter the adjoining unbuilt on parts of the Estate with or without workmen plant equipment and materials for the purposes of constructing laying inspecting repairing maintaining replacing or connecting into any Service Media through which surface water is to be discharged from the Property into the lake adjoining the Estate the person or persons exercising such right complying with the reasonable requirements from time to time of the Landlord causing as little damage and disturbance as possible not materially adversely affecting the use of the Estate and making good any damage caused to the Estate to the Landlord's reasonable satisfaction subject in each case to the Tenant obtaining all necessary consents for the exercise of all such rights and purposes~~
Consent for Tenant
Wale Smith LLP for the Landlord (ref 123)
4. Support from adjoining parts of the Estate.
5. After giving to the Landlord and its other tenants and occupiers of the Estate thereby affected reasonable prior notice in writing (save in an emergency) in so far as the Landlord without any third party consent is entitled to grant the same to enter upon the Estate (but not onto any buildings) with or without workmen plant equipment and materials for the purposes of carrying out any works reasonably required to be carried out to the Property (whether of building rebuilding repair decoration alteration or otherwise) where such works cannot reasonably be carried out from within the Property or for the purpose of constructing laying inspecting repairing maintaining and replacing or connecting to the Estate Roads and Service Media serving the Property the person or persons exercising such right causing as little damage and disturbance as possible and without materially the use of the Estate and making good any damage caused to the Estate to the Landlord's reasonable satisfaction. see 1 above for the same point.
6. The right to divert the route and relay any Service Media in on or under the Property including any Service Media the subject of paragraph 1 of Part 2 of the First Schedule to this Lease provided that any such Service Media as diverted and relayed does not afford to the remainder of the Estate any less amenity than that afforded prior to any such diverting or relaying.
7. To enter upon the Common Land and to use the Common Land for recreational purposes.
8. right for the Tenant to enter upon the Landlord's land retained ~~within the Landlord's ownership~~ along the northern boundary of the Property in order to construct a new public footpath along the boundary of the Property where it abuts the lake subject to the Tenant obtaining all necessary consents from such order and making good any damage thereby caused to the Landlord's retained land
Wale Smith LLP for the Landlord (ref 123)
111 Landlord (ref 123)

PART 2 - THE EXCEPTIONS

The right for the Landlord and all others authorised by it and other persons entitled to a like or similar rights or having the like right:

1. The right to full and free passage and running of water sewage gas electricity telephone signals and other services through the Service Media which may now or within the Perpetuity Period be laid in or upon the Property and which do not exclusively serve the Property.
- [2. The right upon reasonable prior written notice and at reasonable times (save in an emergency) to enter onto the parts of the Property which are free of houses with or without workmen and equipment:
 - (a) to construct lay connect inspect repair maintain and replace any Service Media in on or under any unbuilt on parts of the Property / Open Land on the Property but not so as to affect or interfere with any building now or from time to time on the Property or to materially or adversely affect the Tenant's use and enjoyment of the Property or of any house or houses built thereon;
 - (b) to carry out works of repair or maintenance or works required by statute or such other works or Estate Services (as defined in the Second Schedule) as the Landlord (acting reasonably) considers necessary to other parts of the Estate where such works cannot be conveniently carried out except by entry onto the Property;
 - (c) to carry out such works as are necessary to comply with any conditions or requirements imposed by the local planning authority in relation to the Estate.]

the person or persons exercising such right causing as little damage and disturbance as possible and without materially or adversely affecting the Tenants use of the Property and making good any damage caused to the Property to the Tenant's reasonable satisfaction.

3. The right of support from the Property in favour of the adjoining parts of the Estate.
4. The right to develop, alter, improve, build re-build or carry out any works whatsoever to or on the Estate from time to time as the Landlord may wish notwithstanding (inter alia) any interference of the passage of light or air to or the loss of any other benefit or amenity (other than such as is expressly granted by this Lease) enjoyed or acquired by the Property.
5. The right to divert the route and relay any Service Media in on or under the Landlord's Estate (excluding the Property) including any Service Media the subject of paragraph 2 of Part 1 of the First Schedule to this Lease provided that any such Service Media as diverted and relayed does not afford to the Property any less amenity than that afforded prior to any such diverting or relaying.

PART 3 - DOCUMENTS REFERRED TO IN CLAUSE 3.2

The matters and documents referred to in the entries in the registers of title of the Registered Title (other than financial charges).

THE SECOND SCHEDULE

PART I - ESTATE CHARGE PROVISIONS

1. Definitions

In this Schedule:

"Development" any building or buildings on the Estate intended for sale letting or exclusive occupation and any other area intended for sale letting or exclusive occupation including (but without limitation) the curtilage of any such building or buildings intended for development whether for residential leisure commercial or other purposes and whether or not in one or more phases pursuant to any Master Plan from time to time relating to the Estate.

"Estate Amenities" means the following:

- (a) The Estate Roads which are not adopted whether or not they form part of the Property;
- (b) The Buffer Strip;
- (c) The landscaped areas and open/un-built upon areas of the Estate including the Common Land and the Open Land and any car parks and areas within the Estate providing amenities and facilities for occupiers of and visitors to the Estate including the Property but not any areas forming the curtilage of residential dwellings on the Property;
- (d) Service Media and other such things in upon or under the Estate which are not adopted other than those which exclusively serve a Development;
- (e) All other areas or amenities on the Estate serving or otherwise being for the benefit of the Estate including the Property which are from time to time provided or designated by the Landlord in the interest of good estate management for common use amenity or benefit (even if only aesthetically).

"Estate Charge" means a fair and proper proportion attributable to the Property of the Estate Expenses having regard primarily to the area of the Property as a proportion of the area of the Estate determined by the Landlord from time to time (acting reasonably and in the absence of manifest error). *and of the Estate Charge Payment referred to in clause 5.2 of a transfer dated 23rd February 2012 made between (1) to Landlord and (2) Manvers Lake and Dacomb Valley Trust Limited*

"Estate Expenses" means the proper and reasonable costs to the Landlord of providing the Estate Services and defraying the costs and expense relating to and/or incidental to the Estate Services PROVIDED the Estates expenses shall not include any element of:- *Walsby Smith LLP for the Landlord (ref 1118)*

- 1. any cost incurred in connection with any Development;
- 2. the cost of initial construction of any part of the Estate;
- 3. the cost of repairing damage caused by an Insured Risk to the extent that the damage is covered by the Landlord's insurance.

"Estate Services" means the services, items, costs and expenditure specified in Part 2 of this Schedule relating to the Estate Amenities.

2. Payment of Estate Charge

- 2.1 The Tenant shall pay to the Landlord within 7 days of written demand the Estate Charge in an amount or amounts from time to time notified in writing by the Landlord to the Tenant.
- 2.2 Without prejudice to paragraph 2.1 the Tenant shall pay to the Landlord within 7 days of demand interim payments on account of the total charge in an amount or amounts from time to time notified in writing to the Tenant
- 2.3 The Landlord is not entitled to demand payments under clause 2.1 or interim payments under clause 2.2 more than once in any period of 6 months.
- 2.4 At least once in every year of the Term the Landlord will send to the Tenant a properly and independently audited account an account setting out for the period since the commencement of the Term or of the last account (as the case may be) the Estate Expenses and the total interim payments paid by the Tenant for that period any deficit or overpayment (as the case may be) shall be settled by a payment between the parties within 7 days.


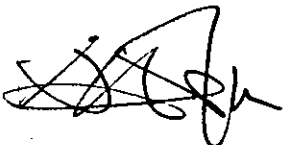
PART 2 - THE ESTATE SERVICES

- 1.1 Managing and administering the Estate Services for the benefit of the owners and occupiers and engaging auditors and such other advisers as may be necessary for such purposes.
- 1.2 Insuring the Estate Amenities with some insurance office or reputable against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped there from earthquake riot civil commotion and malicious damage storm or tempest flood bursting or overflowing of water tanks apparatus or pipes impact by road vehicles and against public liability and damage to property and injury or death of persons and all such other risks as the Landlord may from time to time consider desirable in such sum (including professional fees and costs of demolition) as the Landlord may reasonably consider appropriate and/or paying or reimbursing the cost of such insurance to the owner for the time being of the Estate Amenities.
- 1.3 Keeping all landscaped and other planted areas within the Estate Amenities properly planted cultivated fenced (where appropriate) and maintained and free from weeds and where laid to grass regularly mown with grass cuttings being lifted and to keep all water features (including any balancing ponds) within the Estate Amenities properly maintained de-silted and cleaned and provided with life buoys and other appropriate safety equipment.
- 1.4 Complying with the Landlord's obligations under Clause 5.2 and maintaining repairing and when requisite altering and replacing the Estate Amenities and (where appropriate) keeping them adequately surfaced.
- 1.5 Lighting the roads and footpaths forming part of the Estate Amenities.
- 1.6 The removal of leaves litter and refuse from the Estate Amenities.
- 1.7 All existing and future rates assessments charges and outgoings of every kind (whether or not recurring and whether of an existing or novel nature) payable in respect of the Estate Amenities.
- 1.8 The carrying out of any works to the Estate Amenities required to comply with the provisions of any enactments (as from time to time in force) (including all

instruments orders plans regulations permissions and directions made or issued after the date of this Lease hereunder or deriving validity there from).

- 1.9 Making such representations as are reasonable in the interest of good estate management in respect of or otherwise contesting or dealing with any notice regulation or order of any competent local or other authority in relation to the Estate Amenities.
- 1.10 The provision of the Estate Services including the proper and reasonable fees charges costs expenses and disbursements of any solicitors accountants or other professional advisers whom the Landlord may from time to time reasonably employ in connection therewith and in the preparation of statements or certificates and the auditing of the Estate Expenses.
- 1.11 Supplying electricity gas oil or other fuel for all purposes in connection with the provision of the Estate Services.
- 1.12 Employing such staff (where more economic than contractors) as the Landlord may deem necessary (acting reasonably and properly) for the performance of the Estate Services in and about the Estate.
- 1.13 Entering into any contracts for the carrying out of all or any of the Estate Services or other functions or duties as are (acting reasonably and properly) necessary.
- 1.14 Any irrecoverable Value Added Tax or other similar taxes levied or charged in respect of the above heads of expenditure or otherwise in connection with the provision of the Estate Services.

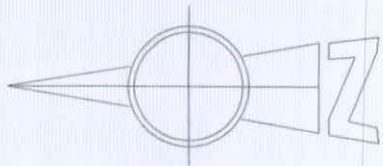
EXECUTED as a DEED by
EXPRESS PARK ROTHERHAM LIMITED
acting by:-

 Director **STEPHEN L. CARR**
 Secretary **DIRECTOR . STEPHEN HOULME .**

EXECUTED as a DEED by
TAYLOR WIMPEY UK LIMITED
acting by:-

Director

Secretary



See.



REVISIONS			REVISIONS			REVISIONS		
REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION

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REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION

Taylor Wimpey

Taylor Wimpey Yorkshire
Sandpaper House
Calder Park
Wakefield WF2 7UA

Development Name
Development Street



E. J. [Signature]
[Signature]

National Grid reference SE 430 018GB (Source data 1:2,500 scale Ordnance survey grid)

