

Alexander
Lawyers LLP

4.46pm
Formula B
Hayley Culbert
Zahra Himani.

DATED

5th APRIL

2011

JOYNAL HUSSAIN (1)

-and-

LAURENCE GEORGE MOORE (2)

MANAGEMENT AGREEMENT
Re: Flat 47, City Gate House,
399 - 425 Eastern Avenue, Ilford IG2 6LQ

Bervale House,
35-37 Moulsham Street,
Chelmsford,
Essex CM2 0HY

Central Switchboard: 01245 216050
Central Fax: 01245 280620

Ref: ZXH/MOO35/4

MANAGEMENT AGREEMENT

THIS AGREEMENT is made on the 5th day of April 2011

BETWEEN:

- (1) The individual(s) specified in the First Schedule hereto ("the Owner"); and
- (2) **LAURENCE GEORGE MOORE** of [REDACTED] ("the Manager").

1. DEFINITIONS

In this Agreement unless the content otherwise requires the following expressions shall have the following meanings:

"*the Effective Date*" means the date hereof

"*Insured Risks*" means the risks insured against being loss or damage by fire (including lightning and thunderbolt) storm tempest explosion aircraft (and things dropped therefrom) and aerial devices and impact civil commotion floods burst pipes and such other risks or perils as the Owner shall time to time determine but always including Architects and Surveyors fees VAT three years loss of rent and third party and property Owner's liability risks

"*Management*" means

- (a) collection of all rental income from the Property,
- (b) attending to all routine maintenance and repairs of the Property including those arising out of statutory requirements (but not those arising out of Insured Risks)
- (c) to use reasonable endeavours to let the Property on assured shorthold tenancy agreements for a term permitted under the terms of the Mortgage which shall not in any event be longer than twelve months duration and to take all reasonable steps and precautions to ensure that any proposed tenant will be a respectable and responsible tenant who will comply with all the tenant's obligations set out in the tenancy agreement.

and at all times carry out such duties in accordance with the principles of good estate management.

"*the Lease*" means the lease dated 24 October 2007

"*Monthly Payment*" means the total monthly mortgage repayments due for the Property payable to the Mortgagee

"*the Mortgage*" means the Charge or Mortgage dated 24 October 2007 in favour of the Mortgagee

"*the Mortgagee*" means means Bank of Scotland PLC of Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ

"*the Property*" means the property specified in Schedule 2 hereto

"the Option" means an Option bearing even date herewith and made between the same parties as are parties to this Agreement and granting to the Manager an option to purchase the Property

"the Power of Attorney" means power of attorney granted by the Owner to the Manager of even date herewith

2. TERMS AGREED

2.1 Appointment

The Owner hereby appoints the Manager to be and the Manager hereby agrees to act as manager of the Property. This appointment shall take effect from the Effective Date

2.2 Duties

2.2.1 During the continuance of its appointment the Manager shall :-

2.2.1.1 Pay to the Mortgagee the Monthly Payment in accordance with the terms of the Mortgage such payment to be paid direct to the Mortgagee for and on behalf of the Owner

2.2.1.2 To insure or cause to be insured the Property for its full reinstatement value against the Insured Risks and pursuant to the terms of the Lease

2.2.1.3 On each amendment to or renewal of the insurance policy send a copy of the amended or renewed policy to the Owner (or their solicitors) within 5 Working Days of such amendment or renewal

2.2.1.4 Comply with and be bound by the terms of the insurance policy so far as they relate to the Property

2.2.1.5 Following damage or destruction to the Property (unless the Manager shall terminate this Agreement in accordance with the provisions of clause 2.5 below) and subject to receipt of the insurance proceeds use reasonable endeavours to procure the reinstatement repair or reconstruction of the Property and to use any insurance proceeds in respect of such works only (and the Owner undertakes to instruct the Insurers to pay any insurance proceeds to the Manager for this purpose or to indemnify the Manager from and against all costs and expenses incurred in connection therewith)

2.2.1.6 Attend to Management of the Property.

2.2.1.7 Keep the Owner informed of relevant matters affecting the Property which a reasonable property owner would consider relevant

2.2.1.8 arrange for any rental deposit to be adequately protected under the rules of the Tenancy Deposit Scheme (under the Housing Act 2004 and associated legislation) and to indemnify the Owner against failure to comply

2.2.1.9 pay:

2.2.1.9.1 all costs arising from Management of the Property;

- 2.2.1.9.2 all rates taxes assessments duties charges impositions and outgoings which are charged assessed or imposed on the Property or on the owners or occupier of it (including ground rent, service and rent charges) and which relate to income received by the Manager (but not for the avoidance of doubt the Owner), (other than any taxes payable by the Owner in connection with any dealing with or disposition of the title to the Property);
- 2.2.1.9.3 all charges for electricity gas water and other services consumed or used at the Property (including metre rents); and
- 2.2.1.9.4 all costs expenses and demands arising from a tenancy including (but not limited to) the costs of complying with all statutes and laws in relation to the tenancy and obtaining a court order for possession of the Property.

2.2.2 During the continuance of this Agreement the Owner shall:-

2.2.2.1 Advise forthwith the Manager of any changes of which they receive notification by the Mortgagee as to the amount of the monthly payments payable to the Mortgagee and, to the intent that if any shortfall arises as a result of the Owner's failure to advise the Manager of any such duly notified changes, liability for payment of any shortfall shall rest with the Owner but this shall be subject to the provisions of clause 2.2.2.4.

2.2.2.2 Forward any monies received direct by the Owner from tenants of the Property after the date hereof immediately to the Manager

2.2.2.3 Provide all information which the Manager shall reasonably require in relation to the Property and/or the Mortgage.

2.2.2.4 Notwithstanding the receipt of notification by the Owner from the Mortgagee of changes to the amounts of the monthly payments payable to the Mortgagee, if the Manager is actually aware of such changes before the due dates for payment, liability for payment of any shortfall shall rest with the Manager and not with the Owner. The Manager shall use all reasonable endeavours at all times to ascertain any changes to the Mortgage

2.3 Fees

Subject to payment to the Mortgagee of the Monthly Payment the Manager shall be entitled to retain all rents payable by the tenants of the Property in exchange for carrying out the duties defined herein

2.4 Liability

The Owner shall ensure that there is promptly provided to the Manager all such information as shall be reasonably required to enable the Manager properly to perform their duties under this Agreement and no liability shall attach to the Manager by reason of his having acted or omitting to act where such action or omission resulted directly or indirectly from any failure or delay in providing such information and such information was not otherwise known to or should reasonably have been in all the relevant circumstances known to the Manager.

2.5 Termination

- 2.5.1 This Agreement may be terminated at any time by the Manager by one month's notice in writing to the Owner at any time or immediately by notice in writing to the Owner if at any time:-
- 2.5.1.1 the Owner shall in respect of an individual become bankrupt or unable to pay their debts or have no reasonable prospect of being able to pay their debts within the meaning of section 267 and 268 of the Insolvency Act 1986 in or in respect of a company goes into liquidation (except for a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Managers);
- 2.5.1.2 the Owner shall commit a serious breach of the provisions of this Agreement and/or the Option Agreement and shall not have remedied that breach within thirty days after the service of notice requiring it to be remedied.
- 2.5.2 This Agreement may be terminated by the Owner by one month's notice in writing to the Manager if at any time:
- 2.5.2.1 the Manager shall in respect of an individual becomes bankrupt or in respect of a company goes into administration or liquidation (except for a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Owner such approval not to be unreasonably withheld or delayed);
- 2.5.2.2 the Manager shall commit a serious breach of the provisions of this Agreement and shall not have remedied that breach to the Owner's reasonable satisfaction within 3 months after the service of notice requiring it to be remedied.
- 2.5.3 the Option expires or is lawfully determined (either in accordance with its terms or by an order of court).
- 2.5.4 Subject to the provisions of clauses 2.5.1 and 2.5.2 above this Agreement shall continue in force until the expiry of fifteen years from (but not including) the Effective Date.

2.6 Notices

Any notice to be given may be served by being left at or sent by recorded delivery to the address of the Owner or the Manager (as appropriate) as specified in this Agreement or such other address as either party may from time to time notify the other in writing and any such notice given by post shall be deemed to have been served (unless the contrary shall be proved) at the expiration of seventy-two hours after posting.

3. **GENERAL**

- 3.1 The parties hereto are not in partnership with each other.

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3.4 The Manager may delegate all or some of their duties and powers hereunder or may assign this agreement in the event of an assignment of the Option the Owner shall if requested by the Manager grant a new power of attorney in the form of the Power of Attorney and an agreement in this form to the assignee of the Option

3.5 The Owner hereby warrant that the mortgage secured against this Property in favour of the Mortgagee is a "buy to let" product (Mortgage) or a mortgage in respect of which consent has been granted by the Mortgagee

Schedule 1

The Owner

JOYNAL HUSSAIN of [REDACTED]

Schedule 2

The Property

All that leasehold property situate and known as Flat 47, City Gate House, 399 - 425 Eastern Avenue, Ilford IG2 6LQ and registered at the Land Registry with title absolute under title number EGL532167

SIGNED as a **DEED** by the said)
JOYNAL HUSSAIN in the) *Joynal Hussain*
presence of:-)

Witness Signature: *[Signature]*

Witness Name: *ABDI AWALE*

Witness Address: [REDACTED]

Witness Occupation: *CIVIL ENGINEER.*

SIGNED as a **DEED** by the said)
LAURENCE GEORGE MOORE in the)
presence of:-)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: