

DATED _____

THORPE MEADOWS RESIDENTS COMPANY LIMITED

AND

A G R E E M E N T

- relating to -

Moorings at
(Plot)
Thorpe Meadows
Peterborough
Cambridgeshire

THIS AGREEMENT made the day of 1990
between (1) THORPE MEADOWS RESIDENTS COMPANY LIMITED whose
registered office is at Erostin House, Milton Keynes Marina,
Milton Keynes, Buckinghamshire MK6 3BY ("the Company") and (2)

("the Customer") WITNESSES as follows:

PART I - DEFINITIONS

1.1 In this Agreement the following definitions shall apply

- (a) "The Customer's Boat" shall mean any one craft of a length overall not exceeding 49 feet a draught of not more than 4 feet and a height above the water line of not more than 7 feet
- (b) "The Marina" shall mean the marina situate at Thorpe Meadows Peterborough in the County of Cambridgeshire shown for the purposes of identification only edged red on the annexed plan
- (c) "The Service Charge" shall have the meaning ascribed in Clause 4.

1.2 In this Agreement

- (a) the singular shall include the plural and vice versa
- (b) the masculine shall include the feminine and vice versa
- (c) references to persons shall include bodies corporate and vice versa
- (d) where two or more persons constitute the Customer as described above agreements made or obligations

assumed by such persons shall be read and construed and shall take effect as if made or assumed by such persons jointly and severally

2. The Company agrees with the Customer that during the continuance of this Agreement the Company will

2.1 permit the Customer to moor the Customer's Boat at the Marina

2.2 permit the Customer to navigate the Customer's Boat into and out of the Marina for the purposes of obtaining access to and egress from the channel which connects the Marina to the River Nene

2.3 properly and adequately maintain repair replace and cleanse the Marina and the services and facilities which from time to time the Company in its discretion decides to make available at the Marina

2.4 carry out all works and acts which are required to make the Marina comply with any statutory provisions or with any notices or directions made by any governmental local or other public authority

3. The Customer agrees with the Company that during the continuance of this Agreement the Customer will

3.1 pay to the Company annually in advance on the 30th day of April in every year such sum on account of the Service Charge for the year commencing on the 6th day of April as the Company shall certify as being a reasonable interim sum Provided Always that if such certificate is not issued and served upon the Customer on or before the 30th day of April in the relevant

year then the Customer will pay the interim sum to the Company within 4 weeks after service upon the Customer of such Certificate

3.2 in respect of each year ending on the 5th day of April pay to the Company on demand the balance of the Service Charge ascertained and calculated in accordance with the provisions of Clause 4

4.1 The Service Charge shall mean in respect of each year ending on the 5th day of April one equal thirty third part of the total cost incurred by the Company in respect of

- (a) the maintenance repair cleansing replacement and improvement of the Marina and of all services and facilities which are available at the Marina
- (b) all outgoings incurred in respect of the Marina including rates and other charges or impositions whether of an annual or recurring nature or otherwise.
- (c) the routine maintenance of the facilities at the Marina
- (d) all works and acts which are required to make the Marina comply with any statutory provisions or of the directions or notices of any governmental local or public authority
- (e) the management charges or any other charges whatsoever which may be incurred in the management and running of the Marina including the fees and expenses of any one to whom such

management is delegated

- (f) the establishment and maintenance of a sinking fund for the replacement of capital items on the Marina
- (g) the provision of any other services which from time to time the Company in its discretion decides to make available at the Marina

4.2 The Service Charge in respect of each year ending on the 5th day of April shall be ascertained and certified by the Company's Auditors as soon as reasonably possible and a copy of the Auditors' certificate (together with copies of all proper vouchers evidencing the Service Charge) shall be served upon the Customer

4.3 The Auditors' certificate of the Service Charge shall be conclusive and binding upon the Company and the Customer

4.4 The balance of the Service Charge referred to in Clause 3.2 shall be the balance of the Service Charge (as certified by the Company's Auditors) remaining after giving credit for any interim sums paid by the Customer for the year in question in accordance with the provisions of Clause 3.1.

5. The Customer hereby agrees and undertakes with the Company as follows:-

- 5.1 to exercise his rights confirmed by this Agreement in a proper and peaceful manner
- 5.2 not to do or cause or permit to be done anything which

may be or become a nuisance or cause damage or annoyance to the occupiers of any property adjoining the Marina or any other persons

- 5.3 not to carry out any works or cause any damage to the Marina or any adjoining property
- 5.4 to abide by and keep the rules and regulations made from time to time by the Company for the good conduct and management of the Marina and for the convenience and comfort of the Customer and the Company's other customers

- 6.1 If the Customer shall fail to pay the Service Charge or any part of it to the Company within thirty days of the due date the Company shall be entitled to levy interest upon the sums outstanding at the rate of 5% per annum over the base rate of Barclays Bank Limited from time to time from the due date to the date of actual payment
- 6.2 If the Customer shall either
 - (a) persistently fail to comply with any of the obligations imposed upon him by this Agreement due notice in writing of such failure to comply having been served upon him or
 - (b) (without prejudice to the generality of the foregoing) fail to pay all or any of the Service Charge for more than three months after an appropriate certificate has been served upon him then the Company shall be entitled to suspend all the rights of the Customer conferred on him by

this Agreement until such time as his breach of this Agreement is remedied but without prejudice to the rights of the Company in respect of any breach of any of the obligations imposed upon the Customer and hereinbefore contained

7. Any Certificate demand for payment or other notice or document required to be served upon the Customer shall be well and sufficiently served if sent through the post by ordinary post to the address of the Customer last known to the Company or specified by the Customer and any notice required to be served upon the Company shall be well and sufficiently served if sent through the post by ordinary post to the registered office of the Company
8. This Agreement and the benefits conferred by it upon the Customer are personal to the Customer and shall not be assigned by the Customer to any third party
9. Upon the Customer selling leasing letting or otherwise disposing of his dwelling at Thorpe Meadows Peterborough
 - 9.1 the Customer shall procure that the donee of his said dwelling shall enter into an agreement with the Company in the same terms as this Agreement
 - 9.2 the Customer shall procure that either he or the donee of his said dwelling shall pay to the Company all sums which are due to the Company or which subsequently become due to the Company in respect of the year ending on the 5th day of April during which such sale lease letting or disposal occurs
 - 9.3 this Agreement (apart from the provisions of Clauses

9.1 and 9.2) shall forthwith cease and determine but without prejudice to the rights and remedies of the parties in respect of any antecedent breach

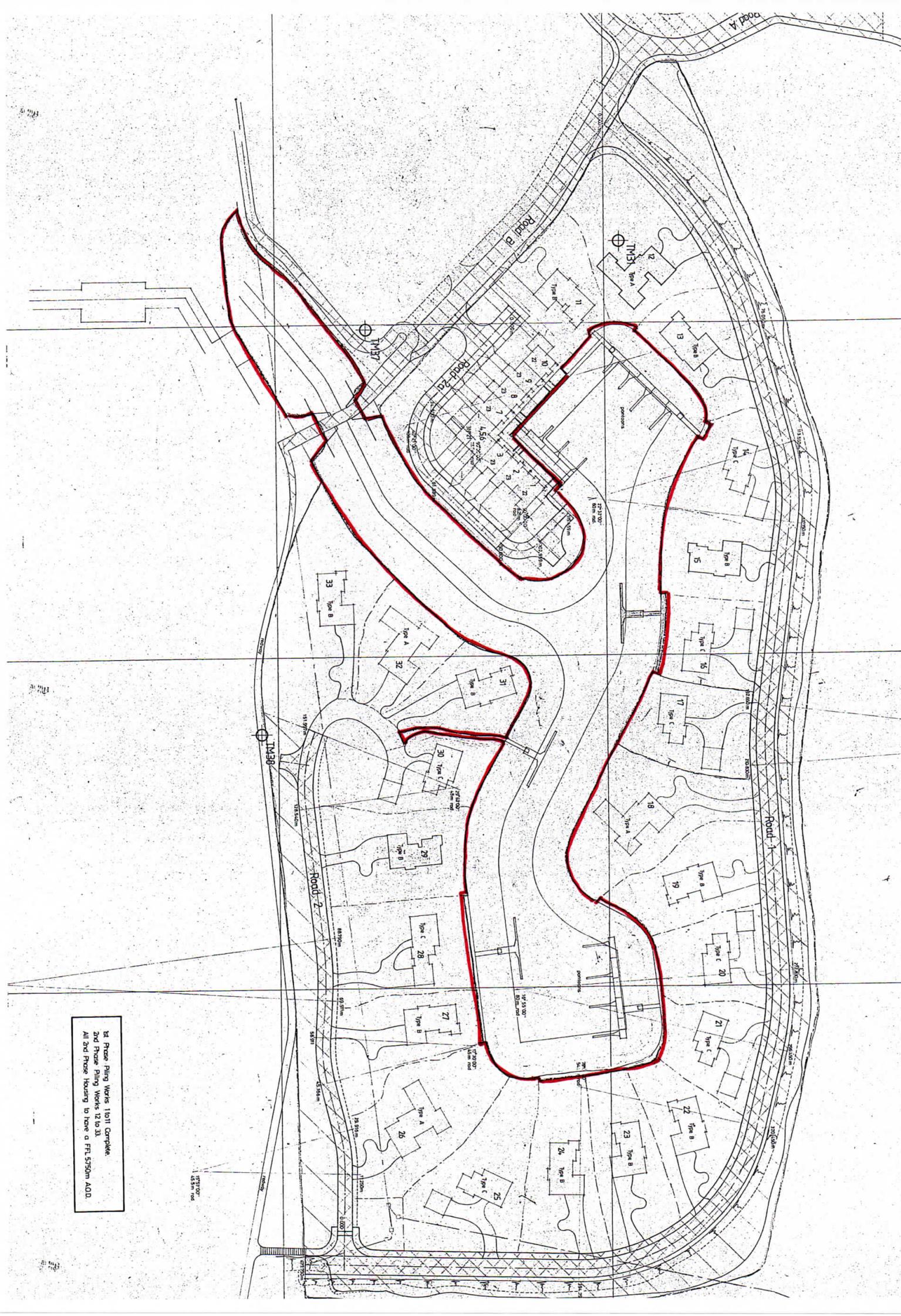
AS WITNESS the hands of the parties hereto.

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For the Company

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Customer



1st Phase Piling Works 1 to 11 Complete.
2nd Phase Piling Works 12 to 33.
All 2nd Phase Housing to have a FFL 5.750m AOD.