

THE FIRST SCHEDULE
(Easements and Rights Granted)

To the Transferee and his successors in title the owners and occupiers of the Property and all persons authorised by them:

- (a) The right of drainage and running of water and soil from the Property in and through the soil and surface water downpipes drains soakaways and chambers pumping stations now laid or which shall within the Perpetuity Period be laid in and under the Neighbouring Premises by means of which drainage and communication is designed to be had with main sewers and surface water drains
- (b) The right of free passage of gas water electricity telephone and other services and television signals to the Property through so much of the gas water electricity telecommunications and other services pipes cables or aerials (if any) as are now in over or under or which shall within the Perpetuity Period be laid in over or under the Neighbouring Premises
- (c) The right to enter upon the Neighbouring Premises where necessary at all reasonable times in the daytime for the purpose of repairing renewing cleansing and maintaining any such soil and surface water drains soakaways and chambers gas water electricity telecommunications and other services pipes cables or aerials (if any) and (where applicable) to maintain any meter for any services supplying the Property
- (d) The right to enter upon the Neighbouring Premises where necessary at all reasonable times in the daytime for the purpose of executing repairs alterations and renewals to or for cleansing and decorating the Premises
- (e) The right of support and protection of all parts of any building erected on the Property presently enjoyed from the Neighbouring Premises together with all necessary rights of eavesdrop and overhang
- (f) The right (in common with the Transferor and the Estate Manager and all other persons entitled thereto and all persons to whom the Transferor or the Estate Manager have granted or may hereafter grant the same or similar rights) at all times to pass and repass with or without vehicles over and along the Adoptable Roads (but only until such time as they become part of the public highway adopted and maintained at public expense) and the Roads and on foot over and along the Footpaths for the purposes of access and egress to and from the Property to the public highway
- (g) The right (in common with all others entitled thereto) to use and enjoy for quiet relaxation those parts of the Estate Manager's Land designed for such use and enjoyment
- (h) As and when available the right to allow visitors to use the Visitors' Parking Spaces (if any)

within the Estate Manager's Land for the temporary parking of private motor vehicles having a current Road Fund Licence

Provided that the foregoing rights of entry mentioned in paragraphs (c) and (d) above are subject to the person exercising such right giving to the occupiers of the land to be entered at least forty-eight hours notice (except in case of emergency) before exercising such rights and making good all damage occasioned by such exercise

THE SECOND SCHEDULE

(Easements and Rights Excepted and Reserved)

EXCEPT AND RESERVED unto the Transferor the Estate Manager and their successors in title the owners and occupiers of the Neighbouring Premises or any adjoining or neighbouring property acquired by the Transferor or the Estate Manager and all persons authorised by them:

- (a) The right within the Perpetuity Period to lay and place in over or under the Property gas water electricity telecommunications and any other pipes or cables common soil and surface water downpipes drains soakaways chambers and meters or to make connections to any such pipes cables drains or meters now or hereafter laid
- (b) The right of drainage and running of water and soil and passage of gas water electricity telecommunications and other services from and to the Neighbouring Premises into and through so much of the said gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways chambers and meters as are placed or laid in over or under or which shall within the Perpetuity Period be placed or laid in over or under the Property
- (c) The right of access to and to enter upon the Property for the purpose of installing connecting laying maintaining repairing renewing and cleansing any such gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways chambers and meters and any other services and (where applicable) to inspect any meter for any services supplied to the Neighbouring Premises
- (d) Such rights of access to and entry upon the Property as are necessary for the repair maintenance redecoration and renewal of the Neighbouring Premises
- (e) A right of support to and protection of parts of any building on the Neighbouring Premises enjoyed from the Property together with all necessary rights of eavesdrop and overhang
- (f) Such rights of access to and entry upon the Property as are necessary for (i) the completion of any landscaping works to the Property and the Estate and (ii) the construction repair maintenance redecoration and renewal of the Neighbouring Premises
- (g) The right for the Transferor and the local authority of access to and entry upon the Property

for the purposes of affixing to any building erected thereon or erecting in any position required by the local authority a street nameplate as may be required by the local authority and thereafter such rights of access to and entry upon the Property for the Transferor the Estate Manager and the local authority for the purpose of maintaining repairing renewing and cleansing such street nameplate

- (h) Full and free right liberty power and authority to and for the Transferor and/or the Builder or any person or persons authorised by it or either of them at any time (subject to any restrictions created by statute or international convention) to take photographs films videos paintings sketches or other type of image record of the Property and any buildings thereon (whether or not in their original state) and to use the same for any merchandising exploitation advertising or commercial use and there is further reserved to the Transferor and/or the Builder or any person or persons authorised by it or either of them as aforesaid the non exclusive copyright, neighbouring rights and other rights created by the Copyright Designs and Patents Act 1988 (as amended from time to time) and all rights subsequently created for common application throughout the European Community as may now or at any time in the future exist in rights to record images of the Property and any buildings thereon (whether or not in their original state).

Provided that the foregoing rights of entry mentioned in paragraphs (a) (c) (d) (f) (g) and (h) above are subject to the persons exercising the same giving to the occupier of the Property at least forty-eight hours notice (except in the case of emergency) before exercising such rights and making good all damage occasioned by such exercise

THE THIRD SCHEDULE

(Restrictions and Stipulations)

1. The Property shall not be used for any purpose other than as one private dwellinghouse in the occupation of one household only
2. No advertisement sign hoarding or placard shall be placed or erected upon the Property except that after the Transferor has completed the sale of all its other plots on the Estate the Transferee may allow a board of the usual size and description to be erected announcing that the Property is to be let or sold
3. No hedge fence or wall shall be erected in front of the dwellinghouse erected upon the Property to a greater height than 900mm and elsewhere to a greater height than 1.8 metres
4. No external television or wireless aerial or other external antennae or television satellite receiving apparatus shall be erected on the Property other than a television satellite receiving

- apparatus of a discreet size placed behind the rear building line of the Property and not visible from the Roads
5. No right of way or other easement over the Property shall be granted to or allowed to be created by or to any third party
 6. Not to interfere with or remove or destroy any landscaping shrubs or plants laid down by the Transferor
 7. Nothing shall be done on the Property so as to create a nuisance annoyance or inconvenience to the owners and occupiers of the Neighbouring Premises or any part thereof
 8. Not to hang out clothes or other items on the Property except in the drying area at the rear of the Property
 9.
 - (a) Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections within one and a half metres of any Service Media
 - (b) Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any Service Media and to take all reasonable precautions to prevent such damage or injury thereto
 - (c) Not to remove or permit to be removed any fence or wall erected on the Property whether forming part of the boundary of the Property or otherwise
 - (d) Not to construct any building or structure excluding boundary walls fences roads footpaths drives or pathways on or over land within three (3) metres measured horizontally from the centre line of any sewer on the Estate and not to do any act or thing which shall or may prevent access with or without vehicles to such sewer for the purposes of repair renewal or maintenance
 10. Not to lop or fell any trees on the Property without the prior permission of the local planning authority (if applicable) and within three years of the date hereof without the written consent of the Transferor
 11. Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property
 12. Not to do any act which may interfere with the quiet use or enjoyment of the Estate Manager's Land by any person entitled to the use and enjoyment thereof nor create any nuisance therein
 13. Not to obstruct or damage any part of the Estate Manager's Land and not to leave any articles of any description or litter in or upon any part thereof
 14. Not to permit any animals to foul the Estate Manager's Land or the Adoptable Roads
 15. Not to behave or permit any person residing or staying in the Property to behave in the Estate Manager's Land in a manner which is loud unreasonable noisy objectionable unruly or

otherwise un-neighbourly but in all matters to act in regard to the Estate Manager's Land in a courteous and responsible manner and so as to occasion no unnecessary expense for the upkeep thereof

16. No alteration shall be made to the external appearance of any building (including without prejudice to the generality of this clause the colour scheme of the front doors window frames and walls thereof) forming part of the Property nor shall any addition be made thereto otherwise than in accordance with paragraphs 3, 4 and 17 of this Schedule
17. No green-houses sheds conservatories or summer-houses or other similar buildings or structures shall be erected upon the Property until the Transferor has completed the sale of all of the plots on the Estate except with the prior written approval of the Builder whose discretion in such matters shall be absolute
18. Without prejudice to the generality of the foregoing not to make any further openings in the Property for windows or roof lights of any description
19. Not to underlet or create any tenancies in respect of the Property or part with possession of the Property for a period of less than six (6) months
20. Subject to paragraph 21 of this Schedule not to park or permit to be parked on the Estate any vehicle otherwise than in the garages or designated parking spaces and not to park or permit to be parked any vehicle on Roads
21. Not to permit any commercial vehicles to be parked on the Estate save in connection with deliveries to or servicing of the Property AND in no case shall such vehicles remain on the Estate overnight
22. Not to permit any vehicle to remain in any of the Visitors' Parking Spaces or on the Property (otherwise than in a garage) which neither shall be in a road-worthy condition nor have current Road Tax
23. Not to park on the Estate (including the Property) any caravan trailer boat or motorised caravan
24. Not to allow any matter or article to pass into the foul drainage system which might damage any foul drainage pump
25. Not to do or permit or suffer to be done anything whereby the Estate Manager's policy or policies of insurance on the Estate or any part or parts thereof may become void or voidable or whereby the premium thereon may be increased and to repay to the Estate Manager all sums paid by way of increased premiums and all expenses incurred by it in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and to notify the Estate Manager as soon as possible of any event which is likely to lead to a claim on the Estate Manager 's insurance.
26. Not to transfer the whole or any part of the Property or to grant a lease thereof for a term in

excess of seven (7) years without first executing a transfer of the Transferees share in the Estate Manager into the name or names of the party to whom the Property is to be transferred or let as the case may be the said party applying for membership therein and in the case of a transfer of the whole or any part of the Property the transferee entering into a Deed of Covenant in accordance with that contained in the Seventh Schedule hereto and in the case of a lease in excess of seven (7) years of the whole or any part of the Property the lessee entering into a Deed of Covenant in such form as the Estate Manager shall reasonably require such Deed of Covenant to be without prejudice to the concurrent liability under the Deed of Covenant entered into or to be entered into by the freehold owner of the Property

THE FOURTH SCHEDULE above referred to

The Variable Rent Charge

1. The Variable Rent Charge payable in respect of the Property shall be one two hundred and ninety-sixth (1/296th) part of the Expenditure (but subject to the rights reserved by the Transferor and the Estate Manager in paragraph 12 of this Schedule) subject to the following terms and provisions:
2. Definitions
 - (a) "Financial Year" means in relation to Expenditure the period from the first (1st) day of January in each year to the thirty-first (31st) day of December in the same year commencing on the 1st January 1999 or such other annual period as the Estate Manager may in its discretion from time to time determine as being that for which the accounts of the Estate Manager shall be made up
 - (b) "Relevant Financial Year" in relation to the determination of the Variable Rent Charge means the financial year for which the amount of the Variable Rent Charge is being determined
 - (c) "Certificate" means a statement in such form as the Estate Manager or the Estate Manager's agents deem appropriate signed by the Estate Manager's auditors accountants secretary or managing agents (at the discretion of the Estate Manager) acting as experts and not as arbitrators annually and as soon after the end of the Financial Year as may be practicable containing a summary of the expenses and outgoings incurred by the Estate Manager during the Financial Year to which it relates together with a summary of the relevant details of figures forming the basis of the Variable Rent Charge
3. A copy of the Certificate for the Relevant Financial Year shall be supplied by the Estate Manager to each Transferee

4. The Certificate shall be conclusive and binding on the Estate Manager and each transferee as regards all matters contained specified or certified therein (save for manifest error and any question of law)
5. The expression "Expenditure" as hereinbefore defined in clause 1(j) shall be deemed to include not only Expenditure actually disbursed incurred or made by the Estate Manager during the Relevant Financial Year but also such sum or sums on account of any other items of Expenditure whether of a unique or of a periodically recurring nature and whether recurring by regular or irregular periods and whenever disbursed incurred or made and whether before or after the Relevant Financial Year as the person signing the Certificate may in his absolute discretion consider reasonable to include (whether by way of amortisation of costs expenses and outgoings already incurred or by way of provision for anticipated future costs expenses and outgoings or otherwise) in the amount of Expenditure for the Relevant Financial Year
6. The Transferee on the signing hereof has paid to the Estate Manager the First Rent Charge Payment (receipt of which the Estate Manager hereby acknowledges) and hereafter the Transferee shall on the 1st day of January and the 1st day of July (or on such other days as the Estate Manager may specify) in each year pay to the Estate Manager (and if so required by the Estate Manager such payment to be by way of Bankers Standing Order) on account of the Variable Rent Charge payable for such Financial Year in respect of the Property such sum as the Estate Manager or its agents shall from time to time specify in its or their discretion to be a fair and reasonable interim payment credit being given on the occasion of the first such demand after the date of this transfer for the First Rent Charge Payment
7. As soon as practicable after the signature of the Certificate the Estate Manager shall furnish to the Transferee an account of the Variable Rent Charge payable by the Transferee for such Financial Year in respect of the Property due credit being given therein for any interim payment made by the Transferee in respect of such Financial Year
8. Any amount which may have been overpaid by the Transferee by way of interim payment shall be credited against the liability of the Transferee to payment of the proportion of the Variable Rent Charge payable by the Transferee for the following Financial Year
9. If the Variable Rent Charge for any Financial Year exceeds or is likely to exceed the funds held by or on behalf of the Estate Manager in respect of the Estate Service Charge then the Estate Manager shall make a written request to the Transferee for a further contribution and such request shall state the contributions received from all transferees (and the lessees of apartments on the Estate if appropriate) for that Financial Year including the Transferee and will contain a summary of the expenses and outgoings incurred and likely to be incurred by

the Estate Manager during the Financial Year for that head of Variable Rent Charge and shall state the contribution required from the Transferee which shall be paid by or on behalf of the Transferee to the Estate Manager within 21 days of the date of such written request

10. It is hereby agreed and declared that nothing herein contained shall prevent an action being maintained against the Transferee in respect of non-payment of such interim payment as aforesaid notwithstanding that the Certificate has not been furnished to the Transferee at the time such action was commenced subject nevertheless to the Estate Manager establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Variable Rent Charge ultimately payable by the Transferee

11. Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

If and insofar as any monies received by the Estate Manager from the Transferee during any Financial Year by way of Variable Rent Charge are not actually expended by the Estate Manager during that Financial Year on Expenditure the Estate Manager shall hold those monies on trust to expend them in subsequent Financial Years on Expenditure and subject thereto upon trust for the Transferee absolutely

12 If in the opinion of the Transferor or the Estate Manager it should at any time become necessary or equitable to do so by reason of any of the apartments or houses on the Estate ceasing to exist or to be habitable or being compulsorily acquired or requisitioned or the number being increased or for any other reason the Transferor the Estate Manager or their surveyor shall recalculate the proportion of the Variable Rent Charge payable by the Transferee either as appropriate to the remaining apartments and houses or as appropriate to all the apartments and houses (as the case may be) and notify the Transferee and lessees of apartments and the owners of the other houses accordingly and in such case as from the date of such event the new proportion notified to the Transferee in respect of the Property shall be substituted for that referred to herein and all reference to the proportion of the Variable Rent Charge payable by the Lessee shall be construed as reference to the new proportion of the Variable Rent Charge as recalculated

**THE FIFTH SCHEDULE above referred to Covenants by the
Transferee affecting the Property**

1. Repair

At all times as often as need shall require well and substantially to cleanse repair maintain support and uphold the Property and all fences sewers and drains exclusively serving the same and to make good all damage occasioned to the Property and to maintain and keep in repair or replace if necessary the fences and walls shown marked with an inward facing "T" on the Plan within the boundaries of the Property provided that (if applicable) all walls separating a Property from any other part of the Estate shall be deemed to be party walls and maintainable as such

2. Maintenance

To keep clean and tidy and properly tended the garden of the Property and where appropriate lop and top

and care for any trees in accordance with good arboricultural practice and any tree preservation order relating thereto but otherwise not to fell cut maim or injure any of the trees on the Estate without the written consent of the Estate Manager which consent shall not be unreasonably withheld when such tree is dangerous or diseased

3. Co-operation

To co-operate at all times with the Estate Manager and all others interested in the Estate in all measures reasonably necessary for repairing maintaining or upholding the Estate to high standards of appearance and amenity

4. Conditions of Transfer

4.1 To procure that every person to whom the Transferee shall hereafter transfer or demise upon a lease for a term in excess of seven (7) years the Property or any part thereof shall immediately upon the completion thereof become a member of the Estate Manager

4.2 That upon any transfer of the Property other than this transfer that the transferee thereunder shall enter into the Deed of Covenant

5. Costs of Notices

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Estate Manager for the purpose of or incidental to the preparation and service of any notice requiring the Transferee to remedy a breach of any of the covenants herein contained

6. Consent of Estate Manager

6.1 To obtain the consent in writing of the Estate Manager before making any application to the relevant authority for planning permission for a change of use or for any other development or

6.2 When a planning permission has been granted to furnish a copy thereof to the Estate Manager within seven (7) days of its receipt from the relevant authority

7. Animals

To keep all animals and pets under control and not to permit them to foul any Estate Manager's Land or the Adoptable Roads PROVIDED THAT the Estate Manager may in its absolute discretion prohibit any animal pet or reptile from being kept in the Property in the event of persistent breach of this covenant

8. Regulations

At all times hereafter to observe and perform or procure to be observed and performed the rules and regulations reasonably made from time to time by the Estate Manager for the management of the Estate Manager's Land and such additions or amendments to those rules and regulations as the Estate Manager may from time to time reasonably make in relation to the Estate Manager's Land PROVIDED THAT:

(a) The said additions and amendments shall be first adopted by the Board of the Estate Manager and then notified by sending a copy thereof to each owner of a property and shall take effect from the date that the same shall be entered in a book kept for this purpose by the Estate Manager and the said book shall be available for inspection by the Transferee on reasonable notice

(b) The entries in the said book shall be conclusive evidence as against the Transferee of the rules and

regulations from time to time in force

9. Interest

In the event that any Nominal Rent Charge or Variable Rent Charge or any other sum payable to the Estate Manager under the provisions of this Deed shall remain unpaid for fourteen (14) days from the date of demand thereof interest (if demanded) shall be payable thereon from the date upon which payment became due until the date of receipt by the Estate Manager at the rate (calculated on a daily basis) of four per centum (4%) per annum over Barclays Bank PLC base rate from time to time or if no such rate then at such equivalent rate as the Estate Manager shall in its absolute discretion decide

10. Production of Transfers

Within one (1) month after every assent transfer lease or mortgage of the Property to give notice in writing with particulars of such transactions to the Estate Manager and to produce to

the Estate Manager's Solicitors or managing agents (as shall be required from time to time by the Estate Manager) a certified copy of such transfer assent lease or mortgage and in the case of a devolution of the interest of the Transferee not effected by an assent within twelve (12) months after such event to produce to the Estate Manager probate of the will or letters of administration under which such devolution arises and to pay to the Estate Manager's Solicitors or managing agents (as shall be required from time to time by the Estate Manager) a registration fee of TWENTY POUNDS (£20.00) plus Value Added Tax or such higher sum as the Estate Manager shall from time to time determine in respect of each such assent transfer lease mortgage or devolution

THE SIXTH SCHEDULE

(The Estate Manager's Covenants)

- 1 Pay all existing and future rates taxes assessments insurance premiums and outgoings now or hereafter imposed on or payable in respect of the Estate Manager's Land including but without prejudice to the generality of the foregoing all accounts for private service organisations and companies and all electricity accounts and all other like service accounts and all charges for the supply of water to the Estate Manager's Land
2. To effect and maintain such insurance policy or policies as may be necessary to provide for cover against loss or damage to the Estate Manager's Land (including any buildings equipment plant and machinery) or any part or parts thereof by any perils normally covered to the full cost of replacement plus adequate sums for professional services and against third party and public liability and at the request of either the Transferor or the Transferee shall produce to such party evidence from the insurers of the terms of the insurance policy and the fact that the policy is subsisting and in effect
3. Keep in good and substantial repair and condition and wherever necessary to re-build and reinstate the Service Media serving the Estate or any part thereof except such as are maintained at the public expense or for the sole supply to a property on the Estate

4. Keep clean and tidy and in a proper state of repair and properly lit and replacing and reinstating when necessary the Roads and Footpaths (including any lighting systems installed within the Roads and Footpaths)
5. Keep clean and tidy and in a proper state of repair and replacing and reinstating when necessary all the Visitors Parking Spaces on the Estate forming part of the Estate Manager's Land
6. Keep all planters landscaped areas open space areas grassed areas and any gardens on the Estate Manager's Land (including any land within the Estate that the Transferor nominates from time to time as being part of the Estate Manager's Land) in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate and whenever necessary plant and replace any trees shrubs or bushes which may perish
7. Repair and maintain replacing and reinstating where necessary any entrance gates and entrance lodge and any security cameras and their supports any tool shed and all boundary walls fences on the Estate within or abutting the Estate Manager's Land apart from those which are the responsibility of the owners of individual properties on the Estate
8. To employ such personnel as it shall consider reasonably necessary for the proper performance of its obligations hereunder including (but without limiting the generality of such provision) advertising costs the payment of all wages income tax payable thereon National Insurance contributions and such other insurance health pension welfare and other payments contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Estate Manager may at its absolute discretion deem desirable or necessary and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties and benefits in kind fares and out of pocket expenses and to appoint any managing agents to administer the functions of the Estate Manager if it thinks fit
9. Having regard to the provisions of paragraphs 9.1 and 9.2 hereof the Estate Manager will at the written request of the Transferee or any mortgagee of the Property enforce by all reasonable means available to the Estate Manager the covenants entered into by an owner of any property on the Estate PROVIDED THAT:
 - 9.1 The Estate Manager shall not be required to incur any legal or other costs under this clause unless and until such security as the Estate Manager in its absolute discretion may require shall have been given by the Transferee or mortgagee requesting such enforcement
 - 9.2 The Estate Manager may in its absolute discretion before taking any steps by way of enforcement under this clause require the Transferee or mortgagee requesting such enforcement at his own expense to obtain for the Estate Manager from Counsel to be nominated by the Estate Manager advice in writing as to the merits of any contemplated action in respect of the matters in issue and in that event the Estate Manager shall not be bound to bring or procure to be brought any such action unless Counsel advises that if brought such action is likely to succeed
10. Make and enforce such regulations (if any) as it may in its absolute discretion consider necessary and desirable to enable all residents of the Estate to enjoy the Estate or to otherwise comply with the regulations

and requirements of the Local Authority

11. To prepare proper books of accounts of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule
12. To do all things necessary to comply with the obligations contained in or otherwise referred to in the Memorandum and Articles of Association of the Estate Manager including the creation of such reserves as the Estate Manager may deem prudent from time to time and the paying of all interest or other financial charges which may be incurred on any monies borrowed for the purposes of any of the Estate Manager's obligations herein or the observance or performance of any of its covenants herein contained or in the transfers or leases of other plots on the Estate and all fees and costs incurred in respect of all Certificates and accounts kept and audits made in pursuance of its obligations under this Transfer
13. To take all steps deemed desirable or expedient by the Estate Manager for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate or any part or parts thereof for which the Transferee is not directly liable hereunder and for which the owners of the other apartments and houses are not liable under the leases and transfers under which they own their respective properties
14. To provide such further services to carry out such further maintenance or repairs to effect such insurance or to make such payments for the benefit of the Estate as the Estate Manager may from time to time reasonably determine
15. The Estate Manager may from time to time vary or discontinue any obligations imposed by this Schedule when the Estate Manager reasonably determines that this is in the interests of the Estate as a whole so to do
16. To consent to the registration of a transfer or lease on compliance with the provisions of paragraph 4 of the Fifth Schedule hereto