

Lessee's covenant

- 4.9 not to sublet the whole or any part of the Property
- 4.10 not to assign or part with possession of the whole or any part of the Property except as permitted by clauses 4.11 and 4.12 or as permitted by clause 4.13
- 4.11 if the Lessee wishes to assign or part with possession of the whole or any part of the Property to send written notice of their intention to do so by recorded delivery post to the Landlord. *The Landlord shall opt either to take a surrender of the lease subject to the provisions set out in this lease or to nominate an elderly person as a prospective assignee. If the Landlord fails to make an option* within 21 days of receiving this notice, or if the person or persons nominated by the Landlord do not within 7 weeks from the date of receipt of a draft contract by their Solicitors or legal representatives enter into a binding contract with the Lessee for the assignment of the Property at a price equal to the greater of the Purchase Price or ['Enter value of percentage being issued']% of the then open market value of the Dwelling (determined in accordance with clause 7.4) then PROVIDED THAT the Lessee shall have used all reasonable endeavours to facilitate such assignment and shall have been ready, willing and able to enter into such a binding contract in accordance with the foregoing provisions of this clause, the Lessee shall be free to assign the Property to an elderly person who is in the opinion of the Landlord (whose opinion shall be final) in need of subsidised sheltered housing and who is suitable for sheltered housing in accordance with the criteria established by the Landlord and set out in Appendix V hereto and at a price which is equal to the greater value of the Purchase Price or ['Enter value of percentage being granted again - check old lease'] of the then open market value of the Property (determined in accordance with clause 7.4)

4.12 not to assign or part with possession of the whole or any part of the Property unless the person taking such assignment or disposal shall enter into a Deed of Covenant with the Landlord in the form set out in Appendix VI or such other form as shall be approved by the Landlord

4.13 in the case of an assignment by the executor or administrator of a deceased lessee not to assign the whole or any part of the Property except in accordance with clauses 4.11 and 4.12 above or to the spouse of that lessee if residing in the Property at the date of their death or to a person residing in the property with that Lessee at that date who is of or over the age of 55 at the date of the assignment.

4.14 within one month of any assignment, subletting or other disposition or devolution of the whole or any part of the Lessee's legal or equitable interest in the property:-

to give notice in writing to the Landlord; and

deliver to the Landlord a certified copy of any assignment, sub-lease, tenancy agreement or other document effecting or evidencing such assignment, sub-letting, disposition or devolution.