

H.M. LAND REGISTRY
LAND REGISTRATION ACTS, 1925 to 1986

COUNTY & DISTRICT: WILTSHIRE:
 THAMESDOWN

TITLE NUMBER: WT 60570

PROPERTY: Flat
 Amber Court
 Colbourne Street
 Swindon

THIS LEASE is made the day of 198
BETWEEN WESTBURY HOMES (HOLDINGS) LIMITED whose
registered office is at Westbury House Lansdown Road Cheltenham
in the County of Gloucester (hereinafter called the "Lessor") of
the first part AMBER COURT MANAGEMENT (NO. 3) LIMITED
whose registered office is at 33/37 Brunswick Road Gloucester
(hereinafter called "the Company") of the second part and

(hereinafter called "the Lessee") of the third part

WHEREAS:

- (1) In this Lease unless the context requires otherwise:
- (a) "the Estate" shall mean the land now or formerly comprised in the above-mentioned title
 - (b) "the Building" shall mean the building shown coloured yellow on Plan 1 annexed hereto (hereinafter called "Plan 1")
 - (c) "the Block" shall mean the Building together with the curtilage thereof shown edged purple on Plan 1
 - (d) "the Flat" shall mean the premises described in the First Schedule hereto

Schedule hereto TO HOLD the same unto the Lessee for the term of Nine hundred and ninety-nine years from the first day of January last past

2. THE LESSEE hereby covenants with the Lessor and (as a separate covenant) with the Company that the Lessee will at all times hereafter observe and perform the covenants contained in the Fourth and Fifth Schedules hereto

3. THE LESSOR hereby covenants with the Lessee that the Lessor will observe and perform the covenants contained in the Sixth Schedule hereto

4. THE COMPANY hereby covenants with the Lessee and (as a separate covenant) with the Lessor that the Company will observe and perform the covenants contained in the Seventh Schedule hereto

5. IT IS HEREBY AGREED as follows:

(a) (i) If any of the covenants on the part of the Lessee herein contained shall not have been observed or performed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine without prejudice to any right of action or remedy of the Lessor or of the Company in respect of any antecedent breach of any of the covenants on the part of the Lessee or the conditions herein contained

(ii) Notwithstanding the generality of the foregoing the Lessor shall not exercise the said right of re-entry unless:

(a) fourteen days' notice in writing of the Lessor's intention to do so is first given to any mortgagee whose interest in the Flat (which interest shall be subsisting at the date of the said notice) has been notified to the Lessor or of which notice shall have been registered in the Charges Register of the title to the Flat and

(b) the breach of covenant which shall be specified in the said notice shall not have been remedied by the expiration of the said notice

(b) The Lessee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Estate or any part thereof for building or other purposes

(c) The Lessor shall not in any way be bound by the layout or general scheme of the development of the Estate as may be shown on any plans at any time prepared in regard to the Estate and it may from time to time alter such layout or scheme of development in any such manner as it may deem fit

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £30,000.00

IN WITNESS whereof the Lessor and the Company have caused their respective Common Seals to be hereunto affixed and the Lessee has hereunto set the Lessee's hand and seal the day and year first before written

FIRST SCHEDULE

(The Flat)

1. Flat number being on the floor of the Building and shown edged red on Plan 2 annexed hereto and including (as appropriate):

(a) The ceilings of the Flat but not any joists above such ceilings

(b) The floors of the Flat but not any joists under such floors

(c) The internal walls of the Flat and the internal surfaces (including plaster boarding and other internal coverings or linings) of the walls bounding the Flat

(d) The windows and window frames in the external walls of the Flat but not the stone work or brick work of the window openings

(e) Any door giving access to the Flat

2. Parking space number p and shown edged red on Plan 1

SECOND SCHEDULE

(Rights granted)

1. The right at all times and for all reasonable purposes to pass and repass with or without vehicles over the roads and footpaths forming part of the Estate (other than the Block) Provided always that there is reserved nevertheless to the Lessor the right to deviate alter or stop up any projected road or footpath on any part of the Estate so far as the same shall not be co-extensive with the Block or in actual use as an access from the Block to the nearest public highway
2. The right to the free passage and running of water soil gas and electricity and other services from and to the Flat through and along the sewers drains ditches watercourses water tanks gutters pipes wires cables meters vents flues and mains and ancillary works (hereinafter collectively referred to as "the services") nor of within the period of eighty years from the 15th day of January 1987 (which period shall be the perpetuity period applicable hereto and is hereinafter referred to as "the specified period") laid or to be laid in on under or over the adjoining and neighbouring land forming part of the Estate
3. The right with servants workmen and others at all reasonable times on notice to the occupier of the property to be entered (except in case of emergency) to enter into and upon the other parts of the Block or of the Estate for the purposes of:
 - (a) repairing cleansing maintaining renewing or installing any of the services or
 - (b) repairing and maintaining the Flat or any part thereof or any part of the Building which gives subjacent or lateral support or shelter or protection to the Flatcausing as little damage as possible and making good any damage caused
4. Subject to paragraph 5 of this Schedule the right at all times with or without vehicles to pass and repass over the area coloured blue on Plan 1
5. The right at all times to park vehicles on those parking spaces intended for occasional use only shown lettered "C" and coloured blue on Plan 1 Provided always that this right shall be

exercised with all due consideration for others enjoying the like right

6. The right at all times on foot to pass over and along the footpath or footpaths shown coloured brown on Plan 1 and the entrance hall staircases and landing of the Building

7. The right to subjacent and lateral support and shelter and protection from the Building

8. The right at all reasonable times to use the Garden for recreational purposes

9. The right to connect any wireless or television set in the Flat to any socket therein which shall have been connected to any aerial provided by the Company

10. The benefit of the restrictions contained in any lease of any other part of the Building

11. The right to keep one dustbin in the dustbin area shown coloured orange on Plan 1 and the right of access thereto for the purpose of filling and emptying the said dustbin

THIRD SCHEDULE

(Exceptions and reservations)

1. Easements rights and privileges over along and through the Flat in favour of the Lessor and all persons authorised by it in like terms (mutatis mutandis) to those set out in paragraphs 2, 3 and 7 of the Second Schedule hereto

2. The right for the Lessor or the Company by their respective servants and agents at all reasonable times on notice (except in case of emergency) to enter the Flat for the purpose of complying with the covenants contained in the Seventh Schedule hereto

3. The right to enter any part of the Flat as a means of escape in case of fire other emergency

4. The right to enter the Flat for the purposes of complying with any lawful requirements of any local or other public authority (the person or persons exercising such right making good all damage occasioned thereby)

FOURTH SCHEDULE

(Mutually enforceable covenants by Lessee)

1. (a) Not to use the Flat or permit the same to be used otherwise than as a private dwellinghouse in the occupation of one family
(b) Not to use the Flat or the Block or permit the same to be used
 - (i) in such a manner as to cause a nuisance or annoyance or may cause damage to the Lessor or any other person
 - (ii) for any illegal or immoral purpose
2. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories lavatory cisterns or waste or soil pipes in the Flat
3. Not to play or use any piano gramophone tape recorder wireless television loudspeaker or other electric or mechanical or musical device of any kind nor to practice any singing so as to be audible outside the Flat
4. Not to put on or in any window on the exterior of the Flat or so as to be visible from outside the same any name writing drawing signboard plate or placard of any kind other than a notice indicating that the same is for sale or to let
5. Not to hang or expose any clothes or any other articles outside the Flat
6. Not to place any flower box flower pot or other like object outside the Flat
7. Not to shake any carpet or mat out of any of the windows of the Flat
8. Not to do or suffer to be done any act or thing on or about the Flat which shall be in breach of the terms and conditions of the planning permission in accordance with which the Building is constructed
9. Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Block or any policy or policies of insurance in respect of the contents of any of the other flats in the Building or which may cause any increased premium to be payable in respect of any such

policy and to indemnify in respect of any such loss any person suffering any loss as a result of any breach of this covenant

10. Not to make any structural alterations to the Flat

FIFTH SCHEDULE

(Covenants by Lessee with Lessor and Company)

1. To pay the rent hereby reserved (if demanded) and all rates taxes assessments charges impositions and outgoings (except as otherwise herein expressly provided) which may at any time during the said term be assessed charged or imposed upon the Flat or any person in respect thereof
2. To pay interest at the rate of 4% a year over the base lending rate for the time being of Barclays Bank Plc from the date on which the same shall have become due to the date on which the same shall be paid on all monies hereby covenanted to be paid by the Lessee to the Company which shall remain unpaid for fourteen days after the same shall have become due
3. (a) Not to transfer underlet or part with possession of part only of the Flat
(b) Not to underlet or part with possession (otherwise than in consequence of a transfer) of the whole of the Flat without the prior written consent of the Company
4. (a) On the last day of March June September or December next ensuing to pay to the Company an apportioned part in respect of the current calendar year of the sum which would have been payable under sub-paragraph (b) hereof had this Lease been granted on or before the first day of January last past
(b) On such date as shall be three months after the date specified in sub-paragraph (a) hereof and thereafter at three-monthly intervals to pay to the Company on account of the Lessee's obligations under sub-paragraph (e) hereof the sum of £40.00 or such other sum as the Company shall from time to time determine
(c) To pay to the Company on demand on account of the Lessee's obligations under sub-paragraph (d) hereof such further sums as the Company shall determine

(d) On demand to pay to the Company such sums as the Company shall reasonably require to establish and maintain any fund referred to in paragraph 10 of the Seventh Schedule hereto

(e) To pay to the Company on demand $\frac{1}{12}$ th of the sum shown by any accounts produced by the Company in accordance with paragraph 11 of the Seventh Schedule hereto as payable to the Company

5. To permit the Lessor or the Company by their respective servants and agents at all reasonable times on notice except in case of emergency to enter into the Flat or any part thereof

(a) to view and examine the state and condition thereof

(b) to exercise the rights hereby reserved

6. Within three months of the receipt of any such notice to make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor or the Company to the Lessee and for which the Lessee is liable hereunder

7. To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) occurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture be avoided otherwise than by relief granted by a Court

8. Forthwith after service upon the Lessee of any notice affecting the Flat or the Block and served by any person body or authority other than the Lessor or the Company to deliver the original or a true copy thereof to the Lessor and the Company and (if so required by the Lessor or the Company) to join with the Lessor or the Company in making such representations as the Lessor or the Company may consider expedient to any such person body or authority and to join with the Lessor or the Company in any appeal against any order or direction affecting the Flat or the Block as the Lessor or the Company may consider expedient

9. Within one calendar month after the creation of or any dealing with any legal or equitable estate or interest (including any charge by way of legal mortgage and any equitable mortgage) in the Flat (other than the freehold estate therein) howsoever effected to give notice in writing thereof to the Company and to pay to the

Company the sum of Five Pounds (together with any value added tax which may be payable in respect thereof) for registration of such notice

10. To provide and forever hereafter to maintain carpets carpeting and underfelt or other good quality sound proofing material on the entire floor surface of the Flat

11. To keep the Flat and sewers drains pipes cables wires and appurtenances thereto belonging in good and substantial repair and condition and in particular (but without prejudice to the generality of the foregoing) to ensure support shelter and protection of the remainder of the Building (damage by fire or other risk against which the Company shall have insured in accordance with the provisions hereof only excepted and provided that such insurance shall not have been avoided by any act or default of the Lessee)

12. To apply irrevocably to be registered as a member of the Company

SIXTH SCHEDULE

(Covenants by Lessor with Lessee)

1. Not to grant a lease of any of the other flats in the Building unless such lease shall contain provisions similar to those herein contained

2. That the Lessee paying the rent hereby reserved and observing and performing the covenants on his part herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it

3. To construct the roads and footpaths within the Estate which abut the Block to the satisfaction of the local highway authority and to maintain the same in good repair and condition until the same are taken over and adopted by the said local highway authority and to indemnify the Lessee from and against all costs charges and expenses incurred in respect thereof Provided always that this covenant shall not relate to any land transferred or to be transferred to the owner of any individual plot on the Estate or to any access ways or footpaths which the Company hereby covenants to maintain

SEVENTH SCHEDULE

(Covenants by Company with Lessor and Lessee)

Part I

1. (a) At all times during the term hereby granted (unless such insurance shall be avoided by any act or default of the Lessee or any occupier of any of the other flats) to insure the Block and to keep the same insured in the name of the Lessor against loss or damage by fire and such other risks as shall from time to time normally be covered by a policy of comprehensive insurance (including architects' and surveyors' fees and the cost of removing debris) and such additional risks (if any) as the Lessor shall deem expedient and to the full reinstatement value thereof with such insurance office or underwriters as the Lessor shall determine and through the agency of the Lessor or its nominee
(b) To arrange (if so requested) for the interest of the Lessee and his Mortgagees to be endorsed on the said policy
(c) On demand and at the cost of the Lessee to supply to the Lessee a copy of any policy of insurance taken out in accordance with sub-paragraph (a) of this paragraph
(d) So soon as is reasonably practicable after the receipt by the Company of any monies paid under any policy of insurance taken out by the Company in compliance with sub-paragraph (a) of this paragraph (other than such as shall have been paid in respect of architects' or surveyors' fees or the cost of removing debris) to expend the same in making good the loss or damage in respect of which the same shall have been paid
2. To maintain repair and renew as appropriate:
 - (a) the main structure of the Building and in particular the foundations external and load bearing walls and the main beams and timbers thereof including the joists under the floors
 - (b) the main roof of the Building including the joists over the ceiling of the flat(s) on the top floor thereof and the chimney stacks gutters and rainwater pipes thereof

(c) the accessways footpaths and services in under or upon the Block and used or enjoyed by the Lessee in common with the Lessor or the occupiers of the other flats in the Building Provided that neither the Lessor nor the Company shall be obliged to maintain any accessways footpaths or services which are maintainable at the public expense or by any public or local authority or by a statutory undertaking

(d) the entrance hall staircases and landings of the Building not included in the Flat and not demised by any lease of any of the flats

(e) the Garden and the boundary walls and fences forming part of the Block

3. So far as practicable to keep clean the entrance hall staircases and landings referred to in paragraph 2(d) hereof and the internal and external surfaces of the windows thereof

4. To pay a fair and proper proportion of the cost from time to time of cleansing repairing maintaining and renewing (including the making good of damage caused to the property of others by such cleansing repairing maintaining and renewing) all the services jointly with the owner or owners for the time being of any adjoining plots on the Estate entitled at any time to use the same

5. To maintain to the satisfaction of the Local Authority any trees shrubs and landscaping planted or carried out on the Block in accordance with the requirements of the Local Authority

6. At such intervals of no less than three years or more than five years as the Company shall think fit to decorate the exterior of the Building and the entrance hall staircases and landings referred to in paragraph 2(d) hereof in such manner as the Company shall think fit

7. To provide and maintain in working order sufficient electrical or other apparatus to illuminate the entrance hall staircases and landings referred to in paragraph 2(d) hereof and (to such extent as the Company shall think fit) and the said accessways and footpaths

8. (a) To take such steps as it shall think fit to decorate repair maintain improve and enhance the Block

(b) To enforce the covenants on the parts of the lessees of other flats in the Building contained in the leases thereof

(c) To comply with the covenants on its part contained in any transfer to it of the reversion expectant on the term hereby created Provided that such transfer shall be in the form of the standard transfer applicable to the Estate with such modifications as may be necessary to reflect the nature of the property transferred

9. To pay or procure the payment of all rates and other outgoings payable in respect of any part of the Block of which it or the Lessor shall be in rateable occupation

Part II

10. (a) If and so often as it shall think fit to establish maintain and discontinue a separate fund or funds to which shall be credited:

(i) all sums paid in accordance with paragraph 4(d) of the Fifth Schedule hereto and similar provisions of other leases of flats in the Building

(ii) all interest credited by any bank or other institution in an account with which the whole or any part of such fund or funds may from time to time be placed

(b) To apply any such fund or funds in:

(i) paying all taxes payable in respect of such interest

(ii) paying all costs charges commission and expenses payable in respect of such account

(iii) meeting such of its obligations hereunder as it shall think fit

but for no other purpose

11. So soon as shall be reasonably practicable after the end of each calendar year to provide the Lessee with accounts showing in respect of that year (inter alia):

(a) details of all monies paid or payable by the Company in arranging and effecting compliance with the covenants on its part contained in Part I of this Schedule or in enforcing the covenants on the part of the Lessee herein contained

(b) details of all sums paid or payable to the Company by the lessees of the flats in the Building or otherwise in respect of the Building

(c) details of creditors and other debtors

(d) the amount payable to the Company as remuneration for arranging and effecting compliance with the covenants on its part herein contained

Provided that:

(i) if such an account shall show a net balance remaining in the hands of the Company such balance shall be retained by the Company to defray future expenditure

(ii) the Lessor shall be treated for the purposes of this paragraph and of paragraphs 2 and 4 of the Fifth Schedule hereto alone as lessee of any flat in the Building in respect of which no lease shall have been granted at the date up to which any such account shall have been made

12. To maintain repair and renew as appropriate the surfaces of the land shown coloured blue on Plan 1

13. So soon as shall be reasonably practicable after the end of each calendar year to provide the Lessee with accounts showing in respect of that year details of all moneys paid or payable by the Company in arranging and effecting compliance with the covenants on its part contained in Part II of this Schedule

THE COMMON SEAL of)
WESTBURY HOMES (HOLDINGS))
LIMITED was hereunto)
affixed in the presence of:)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of)
AMBER COURT MANAGEMENT)
(NO. 3) LIMITED)
was hereunto affixed)
in the presence of:)

Director

Secretary

COUNTERPART/

SIGNED SEALED and)
DELIVERED by the said)
)
in the presence of:)

SIGNED SEALED and)
DELIVERED by the said)
)
in the presence of:)

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