

MCLEAN HOMES SOUTH WEST LIMITED

- and -

APPLEWOOD COURT RESIDENTS (SWINDON) LIMITED

- to -



H.M. LAND REGISTRY
LEASEHOLD REGISTERED
TITLE NUMBER

LEASE

- of -

(Postal Number 36)
Flat 31 Applewood Court, Mannington
Lane, Westlea, Swindon, Wiltshire.

up to 2
2770

H.M. LAND REGISTRY
LEASEHOLD TITLE REGISTERED
TITLE NUMBER WT42147

Tarmac Housing Division
Legal Office,
Chatsworth House,
Bath Road,
Swindon,
Wiltshire.
SN1 4BA

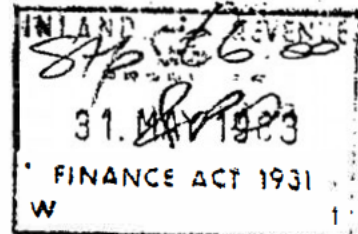
Rec'd
27.10

WT 42147

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1971

OF PART



County and District

: WILTSHIRE - THAMESDOWN

Title Number of Estate

: WT 34589

Property

(Postal Number 36)
: Flat Number 31 Applewood Court,
Marnington Lane, Westlea, Swindon

THIS LEASE dated

1983 is made between:-

- (1) The Lessor (which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created): MCLEAN HOMES SOUTH WEST LIMITED whose Registered Office is at Crestwood House Birches Rise Willenhall West Midlands
- (2) The Company: APPLEWOOD COURT RESIDENTS (SWINDON) LIMITED whose Registered Office is at Chatsworth House Bath Road Swindon Wiltshire
- (3) The Lessee: [REDACTED]
Wiltshire

W H E R E A S:

- (1) The Lessor is registered at H.M. Land Registry as Proprietor with absolute title under the title above referred to of the freehold land (hereinafter called "the Estate" which expression means the land now or formerly comprised in Title Number WT 34589 as is shown edged blue on the plan annexed hereto) upon part of which land four blocks of flats and parking spaces allocated thereto and certain common areas have been or are being erected
- (2) In this Lease unless the context otherwise requires:
 - (A) "The Common Access Ways" are all those parts of the Estate shown delineated as such on the plan annexed hereto (hereinafter called "the plan")
 - (B) "The Amenity Land" are all those parts of the Estate shown delineated as such on the plan
 - (C) "The Casual Parking Spaces" are all those parts of the Estate shown by the letter "P" on the plan
 - (D) "The Premises" means the property hereby demised as described in the First Schedule hereto
 - (E) "The Reserved Property" is that property described in the Second Schedule hereto
 - (F) "The Common Maintenance Expenses" and "the Block Maintenance Expenses" mean the expenses more fully defined in Parts I and II respectively of the Fifth Schedule hereto
 - (G) "The Block" means the block of flats on the Estate in which the Premises are situated and form part

(3) It is the intention of the Lessor in granting this Lease to the Lessee and of the Lessee in accepting this Lease that each and every lessee of the flats in the four blocks is to have the benefit of and be entitled to enforce the observance of the rights easements covenants and conditions contained in the leases of all the other flats in the four blocks

(4) The Lessor has agreed to grant to the Lessee a Lease of the Premises for the consideration of the rent and on the terms and conditions hereinafter appearing

(5) The Company has been formed for the purpose of maintaining repairing and managing the Reserved Property in manner hereinafter appearing and the Lessee has agreed to become a member of the Company

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of TWELVE THOUSAND NINE HUNDRED AND NINETY FIVE POUNDS (£12,995.00) paid by the Lessee to the Lessor (the receipt whereof the Lessor acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor as Beneficial Owner and to the intent that the same covenants by the Lessor for title to and further assurance of the property hereby demised may be implied as if a demise at a rent were not excluded from the operation of Section 76 of the Law of Property Act 1925 demises unto the Lessee ALL THOSE the Premises TOGETHER WITH the rights set out in the Third Schedule hereto but EXCEPT AND RESERVING the rights set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee from the 24th day of June 1982 for the term of NINE HUNDRED AND NINETY NINE YEARS YIELDING AND PAYING THEREFOR from the date hereof until the end of the term hereby created the yearly rent of £25.00 by yearly payments in arrear on the 24th day of June in every year of the term without any deduction the first payment being a proportionate part thereof in respect of the period from the commencement of this Lease to the 24th day of June shall be paid on the payment date next ensuing

2. THE Lessee covenants with the Lessor as follows:-

(a) To pay the yearly rent and other monies hereby reserved on the days and in the manner in which the same is reserved and made payable by this Lease without any deduction

(b) To indemnify the Lessor and the Company against all outgoings payable in respect of the Premises

(c) To keep in good and substantial repair the Premises and all additions thereto and all sewers and drains belonging thereto and in particular not to do or permit or suffer to be done any act or omission which in the opinion of the Lessor will prejudice any other flat in the Block or endanger the stability thereof

(d) At all times during the said term to keep the Premises and all additions thereto and the Lessor's fixtures and fittings therein in good and tenantable repair and decorative condition and to immediately replace all broken glass

(e) To permit the Lessor and its Agents with or without workmen and others at least twice a year throughout the term at reasonable times to enter upon the Premises and every part thereof to examine the state and condition of the same and thereupon the Lessor may serve on the Lessee notice in writing specifying any repairs or works to be carried out and requiring the Lessee forthwith to execute the same and if the Lessee shall not within twenty-one days after the service of such notice diligently proceed with the execution of such repairs then to permit the Lessor to enter upon the Premises and to execute such repairs

or works and the cost thereof shall be a debt due from the Lessee to the Lessor forthwith recoverable by action

(f) Not to make any structural alteration or addition to the Premises and not to cut, maim or injure any of the main structural parts of the Block

(g) To sweep and thoroughly cleanse the flues of the Premises at such times as may be necessary

(h) The Lessee shall before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Estate give reasonable notice (and except in cases of emergency at least forty-eight hours' notice) in writing to the occupier of that part of the Estate to which the Lessee requires access and the Lessee shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to such other part of the Estate but shall act carefully and reasonably doing as little damage as possible to any part of the Estate and making good all damage occasioned

(i) To permit the Lessor and the Company and the Lessees of the other flats in the Block with or without workmen at reasonable times of the day and whenever possible on giving reasonable notice to enter the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other flats in the Block and similar to those herein contained

(j) Not to do, omit or suffer to be done any act or matter whatsoever which would make void or voidable the insurance effected by the Company as hereinafter mentioned or any other insurance effected in respect of the flats in the Block or result in any extra or increased premium being payable

(k) Within one month of any change in the person liable for the payment of the rent to produce to the Lessor's Solicitors Notice in writing thereof and to pay to them a registration fee of Six Pounds (£6.00) plus Value Added Tax at the then current rate

(l) At the expiry or sooner determination of the said term to yield up to the Lessor the Premises and all fixtures and fittings therein in tenantable repair in accordance with the Lessee's covenants herein contained

(m) For the benefit and protection of the other flats in the four blocks and as a separate covenant with the Company to observe and perform throughout the said term the covenants and conditions contained in the Sixth Schedule hereto

(n) To pay to the Lessor all costs, charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court

(o) Not to do or omit or permit to be done or omitted anything in or on the Premises the doing or omission of which shall be a contravention of the Town and Country Planning Act 1971 or any modification or re-enactment thereof and to indemnify the Lessor from and against all actions, proceedings, damages, penalties, costs, charges, claims and demands in respect of such acts or omissions or any of them

(p) Not to keep on the Premises any animals whatsoever except such as may be approved by the Lessor by prior written approval such approval to be in the Lessor's absolute discretion

✓
(q) Not to assign or part with possession of part only of the Premises but so that the Lessee may be at liberty to assign the whole term of this Lease without any consent subject to Clause 3(g) hereof

(r) To use the Reserved Property in conjunction with the use and enjoyment of the Premises and not to be or cause to allow any nuisance or annoyance in such use to the detriment of the lessees of the other flats in the Block or any adjoining owners and occupiers

3. (a) THE Lessor hereby grants to the Company full and free right and liberty during the continuation of this demise to enter upon the Reserved Property or any part thereof as often as it may be reasonably necessary so to do for the purpose of performing and observing the covenants on the part of the Company hereinafter contained

(b) THE Company HEREBY COVENANTS with the Lessor and separately with the Lessee as follows:-

(i) to keep the Amenity Land clean and tidy maintained and repaired and in particular the lawns thereof mown and edged all trees hedges shrubs plants and bushes well cultivated and pruned and to replace those which die or decay and to keep all paths walls and fences and the Common Access Ways and the Casual Parking Spaces shown on the plan in good repair and clean and tidy and well lit where necessary

(ii) to keep proper books of account of all costs and expenses incurred in carrying out the Company's obligations hereunder for the purpose of establishing or vouching the expenditure or provisions for the Company's obligations under all Leases of the flats on the Estate and the contributions due from the lessees of the flats on the Estate

(iii) to pay all existing and future rates assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property

(iv) to keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenable state of repair and condition including the renewal and replacement of all worn or damaged parts PROVIDED that nothing herein contained shall prejudice the Company's and Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Company the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person

(v) before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Premises to give reasonable notice (and except in cases of emergency at least forty-eight hours' notice) in writing to the Lessee and the Company shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage occasioned

(vi) in the year One thousand nine hundred and eighty-six and thereafter at least once in every third year of the said term or more often if necessary and during the last year thereof to paint or treat the external surfaces usually painted or treated of the flats in the Block (including the outside surfaces of the exterior doors) and all additions thereto with two coats of first quality proprietary paint on existing painted surfaces and a first quality protective coating on other surfaces in a proper and workmanlike manner and so that all such painting and decorating shall be either in the same colours as those originally

applied by the Lessor in the course of the initial development of the Estate or in such colour or colours as the Lessor shall previously approve in writing

(vii) in the year One thousand nine hundred and eighty-seven and thereafter at least once in every fourth year of the said term or more often if necessary and during the last year thereof to paint or suitably treat all the inside surfaces of the staircases halls passages and other common internal parts of the Block (including the outside surfaces of the exterior doors of all the flats in the Block) with two coats of first quality proprietary paint on existing painted surfaces and a first quality protective coating on other surfaces in a proper and workmanlike manner

(viii) at all times during the said term to insure and keep insured with an Insurance Company of repute approved by the Lessor the Block (including the Premises and such other parts of the Reserved Property as it may deem necessary) against loss or damage by fire and special perils for the full reinstatement value thereof on an inflation index-linked policy together with a sum to cover the fees of architects and surveyors who may be employed in such reinstatement and three years ground rent in the joint names of the Lessor and the Company and in case of damage or destruction by any of the perils insured to rebuild and reinstate the flats in the Block under the direction and to the specification of the Lessor or to the same specification as previously existed it being hereby agreed that all moneys to be received by virtue of any such insurance shall be applied so far as the same shall extend in so rebuilding and reinstating the flats in the Block in accordance with the building regulations or planning schemes then in force affecting the same of any competent authority and in case the moneys received shall be insufficient for that purpose the Company shall make up the deficiency out of its own moneys

(ix) at all times during the said term to keep insured with such company the Lessor the Company and each of its members against all third party claims resulting from the use of the Reserved Property by the Lessee and any other lessee or person whomsoever

(x) to keep the Reserved Property properly cleaned and in good order and shall keep adequately lighted all such parts thereof as are normally lighted or as should be lighted

(xi) on demand to produce to the Lessor and the Lessee the policies of insurance and receipts for the current premiums in respect of any insurance hereinbefore covenanted to be effected and maintained

(xii) to arrange for the cleaning once in each month of the external surfaces of all exterior windows of the Block including the flats therein

(xiii) to pay and discharge the provision and maintenance charges of a common facility for television reception (other than the initial installation thereof)

(c) IT shall be lawful for the Lessor or its Agents twice or oftener in every year during the said term during reasonable hours in the day-time and whenever possible on giving reasonable notice with or without workmen to enter the Premises and the other flats in the Block and the Reserved Property to view the state and repair and condition of the same and of all defects and wants of reparation then and therein found and which the Company shall be liable to make good under the covenant hereinbefore contained to serve a notice in writing on the Company and the Company will within a period of three months or sooner if requisite repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained PROVIDED ALWAYS that if the

Company shall at any time make default in the performance and observance of any of the covenants on its part herein contained or if the Company shall cease to exist it shall be lawful but not obligatory for the Lessor (without prejudice to any other right or remedy of the Lessor against the Company or the Lessee or any other person) to enter and perform and observe the said covenants respectively and the expenses thereof shall be repaid by the Company to the Lessor on demand

(d) THE Lessee HEREBY COVENANTS with the Lessor that if at any time or times during the Subsistence of the said term any sum or sums shall be expended by the Lessor and shall be due and unpaid to the Lessor under or by virtue of the preceding sub-clause the Lessee will on demand pay to the Lessor one thirty-sixth part of the aggregate sum due and owing to the Lessor in respect of the works and expenses comprised in the Common Maintenance Expenses and one eighth/twelfth part of the aggregate sum due and owing to the Lessor in respect of the works and expenses comprised in the Block Maintenance Expenses PROVIDED that if any sums shall be paid by the Lessee to the Lessor under and by virtue of this present sub-clause the Lessee shall be entitled to receive the same from the Company if existing

✓ 36
(e) THE Lessee HEREBY COVENANTS with the Company and separately with the Lessor that during the subsistence of the said term the Lessee will pay to the Company each year one thirty-sixth part of the Common Maintenance Expenses and one twelfth part of the Block Maintenance Expenses

(f) THE Lessee HEREBY COVENANTS with the Company and also as a separate covenant with the Lessor that in the event of the Premises being assessed or charged with other premises (whether the other flats in the Block or the Reserved Property or both) for the purposes of any rates (including water rates and sewerage rates) duties assessments levies impositions or outgoings whatsoever the Lessee will on demand pay the proper proportion of the rates duties assessments levies impositions and outgoings payable in respect of any fiscal or calendar year falling in whole or in part during the term hereby granted attributable to the Premises or repay to the Company or to the Lessor (as the case may be) and indemnify each of them against such proportion paid or payable by it

(g) THE Lessee HEREBY COVENANTS with the Lessor and separately with the Company that the Lessee will not during the term hereby granted assign or transfer the Premises except by way of assignment or transfer of the whole of the residue of the said term to any assignee or transferee who has acquired and become the registered holder beneficially for his own use of the Lessee's One Pound Share in the Company and that the Lessee will procure such assignee or transferee if so required by the Lessor or the Company at the cost of such assignee or transferee to enter into a direct covenant with the Lessor and the Company and each of them to perform and observe the covenants on the part of the Lessee contained in this present Lease including this present covenant

4. PROVIDED ALWAYS

(a) That the Lessee shall not be or become entitled to any right or easement of light or air to the Premises which would in any way restrict interfere with or prejudicially affect the free user and enjoyment of the adjoining or neighbouring land of the Lessor for building or any other purposes and that any enjoyment of light or air by the Lessee from or over any adjoining or neighbouring land of the Lessor shall be deemed to be by the consent of the Lessor

(b) That if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether the same shall have been formally demanded or not) or if any of the covenants and conditions on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor or any persons authorised by it in that behalf at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(c) The Lessor shall subject to the covenant contained in Clause 5 (b) hereof be at liberty to sell or otherwise dispose of or deal with any of the remainder of the Estate for the time being unsold for such purpose and upon and subject to or free from such covenants restrictions stipulations provisions or conditions as it shall in its absolute discretion determine

(d) That there is also hereby excepted and reserved out of the Premises or any part thereof for the benefit of the Lessor or other the lessees owner or owners for the time being of any part or parts of the Estate intended to be benefited all easements wayleaves licences rights and privileges granted or to be granted by the Lessor to the County and District Councils Electricity Boards and other Statutory or Public Authorities and Undertakers in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or any part thereof and that the Lessee shall if necessary join with the Lessor and/or the Company in granting to the said Authorities Boards and Undertakers such easements as they shall require in connection with the provision and maintenance of those services

5. THE Lessor covenants with the Lessee as follows:-

(a) That the Lessee paying the rent hereby reserved and performing and observing the covenants herein contained on the part of the Lessee to be performed and observe shall have quiet enjoyment of the Premises for the term hereby created without interruption by the Lessor or any person lawfully claiming title under or in trust for it

(b) To grant a Lease in a form substantially similar to these presents to the lessees of the other flats in the four blocks including particularly the covenants and conditions to be observed and performed by the Lessee

(c) At the request of the Lessee to enforce the covenants entered into by the respective lessees of the other flats in the four blocks (in so far as such enforcement cannot be carried out by the Lessee himself) subject to the Lessee paying and indemnifying the Lessor in respect of all costs and expenses involved and before the Lessor commences any enforcement providing such security in respect of such costs and expenses as the Lessor may reasonably require

(d) That the Lessor will in each year pay to the Company in respect of each completed flat in the Block during that year or part thereof retained by it a proportionate part of the Common Maintenance Expenses and the Block Maintenance Expenses payable in respect of each such flat for the period of such retention

(e) That any sum or sums recovered by the Lessor pursuant to the powers given to it by Clause 3 (d) hereof shall be applied in or towards satisfying the obligations of the Company under this Lease whether or not the Company shall be in existence when such sum or sums is or are recovered

6. IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) THE Lessor shall not be liable or responsible for any damage or inconvenience suffered by the Lessee through any defect in any fixture pipe wire machinery or thing in or upon the flats in the Block or the Reserved Property or through the neglect default or misconduct of any employee of the Lessor or the Company
- (b) That the siting of the easements rights and privileges granted and reserved by this Lease shall be ascertained and the exercise thereof shall commence on or before the expiration of eighty years from the first day of January One thousand nine hundred and eighty-two (which period of eighty years shall be the perpetuity period applicable to this Lease)
- (c) In this Lease and the Schedules hereto unless the context otherwise requires:-
- (i) the expressions "flat" and "flats" shall where applicable respectively include "car parking space" and "car parking spaces"
- (ii) the singular shall include the plural and the masculine shall include the feminine and vice versa
- (iii) the expressions "the Lessor" and "the Lessee" shall where applicable and insofar as the law permits include the persons respectively deriving title under or through them
- (iv) the expression "the Lessee" shall include all persons who are so designated at the commencement hereof and each and all of the covenants obligations and agreements entered into by the Lessee shall be deemed to have been made jointly and severally by all such persons with the Lessor and the Company as the case may be and when two or more persons are included in the expression "the Lessee" they agree that they hold the Premises upon trust for themselves as ~~joint tenants~~ ~~tenants in common~~ so that the survivor of them ~~is~~ ~~not~~ entitled to give a valid receipt for capital money arising on a disposition thereof
- (d) That all internal walls separating the Premises from any other part of the flats in the Block shall be party walls and shall be used repaired and maintained as such

7. ANY demand for payment notice or other document required or authorised to be given to the Lessee shall be well and sufficiently given if sent by the Lessor or the Agents for the time being of the Lessor through the post by pre-paid letter addressed to the Lessee by name or by the general description of "the Lessee" or it may be left for the Lessee at the Premises And any demand notice or other document required or authorised to be given to the Lessor or the Company shall be well and sufficiently given if left or sent through the post by pre-paid letter addressed to the Lessor or the Company at the registered office of the Lessor or the Company or at the usual or last known place of business of the Lessor or the Company as the case may be And any demand notice or other document sent by post in either case shall be assumed to have been delivered in the usual course of post

8. 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

(other than rent) exceeds the sum of TWENTY FIVE THOUSAND POUNDS

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

THE FIRST SCHEDULE

(The Premises)

ate as FIRSTLY ALL THAT RESIDENTIAL FLAT situated on the Ground/~~First/Second~~ floor (Postal appropriate) shown edged red on the plan and known as Flat Number 31 Applewood Court 36) Mannington Lane Westlea Swindon TOGETHER WITH the ceilings and floor surfaces of the said flat (but not the main structures to which the same are attached) AND TOGETHER ALSO WITH all sewers drains pipes wires ducts and conduits used solely by the said flat EXCEPT and RESERVING from the demise the main structural parts of the Block of which the said flat forms part including the roof main floor structures foundations and exterior parts thereof but not the glass windows of the said flat AND SECONDLY ALL THAT piece of land also edged red on the plan being the allocated parking space

THE SECOND SCHEDULE

(The Reserved Property)

- (1) The main structural parts of the four blocks (of which the flats form part) including the roofs main floor structures foundations and external parts thereof (but not the glass of the windows of individual flats nor the external doors thereof nor the interior faces of such of the external walls as bound the flats)
- (2) The common parts of the four blocks including meter cupboards service ducts and lighting fixtures and all gutters sewers drains pipes wires ducts and conduits not used solely by one flat and all parts of the four blocks that are not comprised in the Leases of individual flats
- (3) The Common Access Ways the Casual Parking Spaces and the Amenity Land

THE THIRD SCHEDULE

(Rights granted)

The right of the Lessee and all persons authorised by him in common with the Lessor and all other persons entitled thereto:-

1. (i) To go pass and repass with or without motor vehicles or on foot only (as appropriate) over and along the Common Access Ways
- (ii) To use the Casual Parking Spaces for the sole purpose of the occasional parking of a private motor car or motorcycle only subject to the availability of such spaces
- (iii) To use for the purpose of obtaining access to and egress from the Premises all such parts of the Reserved Property as afford access to the Premises
- (iv) To use the Amenity Land for the purposes of quiet recreation subject

to the Lessee observing the covenants regulating the use of the same

2. The free and uninterrupted right of connection to and of passage and run of water and soil gas electricity and other services into and through the sew drains flues watercourses water pipes channels pipes wires cables and other service conducting media (hereinafter called "the service installations") now constructed or to be constructed in on under or through the other flats in the Block the Reserved Property and the remainder of the Estate and the right to use the meter cupboard forming part of the Reserved Property for the siting of the meters of the Premises Subject to the Lessee paying a proportion of the cost of the maintenance and renewal of the service installations calculated by reference to the number of flats served by the same for which the cost has been incurred

3. To enter upon any part of the Estate subject to the Lessee's covenants contained in Clause 2 (h) hereof in order to lay connect into inspect test repair or renew the service installations or to maintain repair or rebuild the Premises

4. All rights of support shelter protection and other easements and quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises from under or over any other part of the Estate

5. The right for the passage of air smoke and fumes through the flues forming part of the Reserved Property (if not belonging to the Premises) and to use communal aerial provided by the Lessor

6. The benefit of the obligations conditions and covenants imposed on the lessees of the other flats in the four blocks

THE FOURTH SCHEDULE

(Rights excepted and reserved)

The right for the Lessor the Company and the lessees owners or occupiers from time to time of the adjoining and neighbouring land and premises comprised in the Estate and all persons authorised by any of them or entitled thereto including the Local Authority and Statutory Undertakers:-

1. To the free and uninterrupted passage and running of water and soil gas electricity and other services into and through the service installations now constructed or to be constructed in on or through the Premises or any part thereof Subject to the lessees of the other flats in the Block paying a proportion of the cost of the maintenance and renewal of the service installations calculated by reference to the number of flats served by the same for which cost has been incurred

2. To enter upon the Premises in order to lay connect into inspect test repair or renew the service installations or to maintain repair or rebuild any part of the other flats in the Block or the Reserved Property provided the persons exercising such right shall:

(i) give reasonable notice (and except in cases of emergency at least forty-eight hours' notice) in writing to the Lessee of their intention to exercise this right

(ii) act carefully and reasonably doing as little damage as possible and

(iii) forthwith make good all damage occasioned

3. All rights of support shelter protection and other easements and quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the other flats in the Block from under or over the Premises or any part thereof

4. All rights of access upon the Premises for the proper performance of its or their obligations under this Lease or the leases of the other flats in the Block or for the repair redecoration or maintenance of the other flats in the Block the Reserved Property or any other part of the Estate

THE FIFTH SCHEDULE

PART I

(The Common Maintenance Expenses)

1. The Common Maintenance Expenses is such annual sum as may be determined by the Company as being necessary to ensure that the aggregate sum received (hereinafter called "the Aggregate Received") by the Company shall equal the aggregate amount properly and reasonably required (hereinafter called "the Aggregate Required") to be expended by the Company

2. The Aggregate Required shall include all amounts properly and reasonably to be expended by the Company and the amount of any reserves properly and reasonably required by the Company in connection with the following:

(i) the performance and observance during the whole of the term hereby granted of the covenants on the part of the Company contained in Clause 3 (b) hereof which do not relate solely to the Block

(ii) all wages charges or fees of all the employees contractors and managing agents (if any) in relation to the Estate

(iii) all administrative office and other incidental expenses of the Company including statutory fees and expenses

3. The Aggregate Received shall be calculated on the basis that each lessee of the flats in the four blocks shall pay a fair proportion thereof and the Lessor shall pay a fair proportion thereof in respect of each of the flats for the time being retained by it as hereinbefore provided

4. The payment by the Lessee referred to in Clause 3 (e) hereof shall be made by one instalment in advance on the day in each year on which the rent hereby reserved is payable as hereinafter provided and so that on default by the Lessee in the payment of the whole or part of the amount due from him for any year the Lessor or the Company shall be entitled to exercise all or any remedies of the Lessor or the Company exercisable in respect of breach of covenant PROVIDED ALWAYS that the certificate from time to time of the Auditor for the time being of the Company or if the Company shall fail to produce such certificate within a reasonable time the certificate of the Surveyor for the time being of the Lessor as to the amount payable by the Lessee from time to time in accordance with this present sub-clause shall be conclusive and binding on the Lessor and the Lessee and the Company

5. The certificate of the Auditor of the Company as to the total amount of the Common Maintenance Expenses for the period to which the Account relates shall

(subject as hereinafter mentioned) be binding upon the Company and the Lessee

6. An account of the Common Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the Thirty-First day of March One thousand nine hundred and eighty-three and for each subsequent year ending on the Thirty-First day of March during the term shall be prepared and the Company shall within three months of the date of each Account serve on the Lessee a copy thereof and of the Auditor's Certificate

7. The Lessee shall pay to the Company the Lessee's proportion of the Common Maintenance Expenses in manner following that is to say:-

in advance (a) in advance on the Twenty-Fourth day of June in every year throughout the said term the Lessee's proportion of the amount estimated by the Company or its agents as the Common Maintenance Expenses for the year ending on the next Thirty-First day of March the first payment to be apportioned (if necessary) from the date hereof Provided that for the first yearly period there shall be substituted the period from the date hereof to the Thirty-First day of March One thousand nine hundred and eighty-three

(b) within twenty-one days after the service by the Company on the Lessee of the copy of the Account and Certificate referred to in Clause 4 of this part of the Fifth Schedule for the period in question the Lessee shall pay to the Company or be entitled to receive from the Company the balance by which the Lessee's proportion respectively exceeds or falls short of the total sums paid by the Lessee to the Company pursuant to this part of the Fifth Schedule during the said period

PART II

(The Block Maintenance Expenses)

1. The Block Maintenance Expenses is such annual sum as may be determined by the Company as being necessary to ensure that the aggregate sum received in respect of the Block and to be paid by the Lessee and the lessees of the other flats in the Block (hereinafter called "the Block Aggregate Received") by the Company shall equal the aggregate amount properly and reasonably required (hereinafter called "the Block Aggregate Required") to be expended by the Company

2. The Block Aggregate Required shall include all amounts properly and reasonably to be expended by the Company and the amount of any reserves properly and reasonably required by the Company in connection with the performance and observance during the whole of the term hereby granted of the covenants on the part of the Company contained in Clause 3 (b) hereof as relate solely to the Block and no other part of the Reserved Property

3. The Block Aggregate Received shall be calculated on the basis that each lessee of the flats in the Block shall pay a fair proportion thereof and the Lessor shall pay a fair proportion thereof in respect of each of the flats in the Block for the time being retained by it as hereinbefore provided

4. The method of payment the Lessee's proportion and the method of accounting shall be as though Clauses 4 to 7 inclusive of the first part of this Schedule were set out herein except that the words "the Block Maintenance Expenses" shall be read in place of "the Common Maintenance Expenses" and the Lessee's proportion shall be one eighth/twelfth part

THE SIXTH SCHEDULE

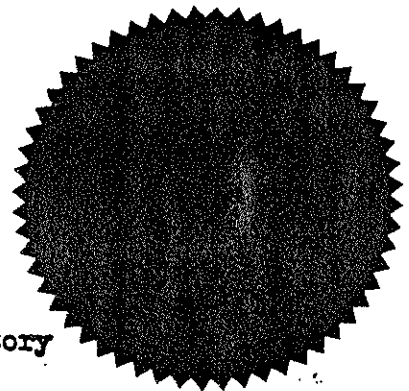
(Conditions)

1. Not to use the Premises for any purpose other than that of a private residence for a single family and not to use its parking space or permit the same to be used for any purpose whatsoever other than as a parking space for a private motor car light van or cycle
2. Not at any time to do cause permit or suffer to be done on the Premises or the Estate anything which may be or become a nuisance damage annoyance injury or inconvenience to the Lessor the Company any part of the Estate or its occupiers
3. Not to permit window boxes or any banners notices posters or other articles nor any laundry or garments to be exhibited on the front or outside of the flat nor to permit any refuse to collect around the Premises but to keep the same in a clean and tidy condition
4. Not to place or allow any obstruction to remain on or over any part of the Reserved Property and particularly the Casual Parking Spaces other than by the use of the Casual Parking Spaces as parking spaces strictly in accordance with the rights for occasional parking granted by this Lease
5. Not to carry on any trade or business on the Premises and not to park thereon any commercial vehicle caravan boat or trailer of any kind
6. Not to erect fix or use any wireless or television aerial to the exterior of the Premises
7. To keep all sinks and waste pipes in the Premises clean and open and to be responsible for all damage occasioned through the bursting or stopping up of pipes caused through improper use or negligence by the Lessee or the occupiers of the Premises or visitors thereto
8. To forthwith notify the Lessor and the Company of all defects in the Premises which may from time to time become apparent and which may in any way affect the other flats in the Block or the Reserved Property
9. To comply with all or any regulations which the Lessor or the Company may from time to time make in respect of the Premises the other flats in the Block or the Reserved Property

THE COMMON SEAL of McLEAN HOMES
SOUTH WEST LIMITED was hereunto
affixed in the presence of:-

Director

Secretary/Authorised Signatory



THE COMMON SEAL of APPLEWOOD
COURT RESIDENTS (SWINDON) LIMITED
was hereunto affixed in the
presence of:-

Director

~~Director~~

Secretary

SIGNED SEALED AND DELIVERED
by the said [REDACTED]

in the presence of:-

David Salter

DAVID SALTER
SOLICITOR
MESSRS. POOLEY & CO.
SWINDON, WILTS.

SIGNED SEALED AND DELIVERED
by the said

in the presence of:-