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Title Number BK456540

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DATED

26th July

2013



SEQ55

TSW WOKINGHAM LLP



Ad00

and

LORRAINE MARY WEBER

LEASE

of

Flat 10 Swift House, Market Place
Wokingham, Berkshire
RG41 1AP

**THE HEAD PARTNERSHIP
SOLICITORS LLP
9 CHALFONT COURT
LOWER EARLEY
READING
BERKSHIRE
RG6 5SY**

WE CERTIFY THIS TO BE A
TRUE AND COMPLETE COPY
OF THE ORIGINAL

THE HEAD PARTNERSHIP SOLICITORS LLP

THP

02/08/13

LR1. Date of lease

26th July 2013

LR2. Title number(s)

LR2.1 Landlord's title
number BK218243

LR2.2 Other Title Numbers

LR3. Parties to this lease

Landlord

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

TSW WOKINGHAM LLP
(Registration Number
361478) of

55 Ennismore Gardens,
London SW7 1AJ

Tenant

LORRAINE MARY
WEBER

Other Parties

N/A

LR4. Property

Insert a full description of the land being leased

or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Flat 10 Swift House, Market
Place
Wokingham, Berkshire, RG40
1AP

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the

None

statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

LR6. Term for which the Property is leased

125 years from 1 January 2012

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

As contained in Clause 1(9)(i) and (ii)

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

NONE

LR9.2 Tenant's covenant to (or offer to) surrender this lease

NONE

LR9.3 Landlord's contractual rights to acquire this lease

NONE

LR10. Restrictive covenants given in this

NONE

**lease by the Landlord in respect of land
other than the Property**

*Insert the relevant provisions or refer to the
clause, schedule or paragraph of a
schedule in this lease which contains the
provisions.*

LR11. Easements

*Refer here only to the clause, schedule or
paragraph of a schedule in this lease which
sets out the easements.*

**LR11.1 Easements granted
by this lease for the benefit of
the Property**

As per the Third Schedule

**LR11.2 Easements granted
or reserved by this lease over
the Property for the benefit
of other property**

As per the Fourth Schedule

**LR12. Estate rentcharge burdening the
Property**

*Refer here only to the clause, schedule or
paragraph of a schedule in this lease which
sets out the rentcharge.*

**LR13. Application for standard form of
restriction**

NONE

*Set out the full text of the standard form of
restriction and the title against which it is
to be entered. If you wish to apply for more
than one standard form of restriction use
this clause to apply for each of them, tell us
who is applying against which title and set
out the full text of the restriction you are
applying for.*

*Standard forms of restriction are set out in
Schedule 4 to the Land Registration Rules
2003.*

**LR14. Declaration of trust where there
is more than one person comprising the
Tenant**

*If the Tenant is one person, omit or delete
all the alternative statements.*

*If the Tenant is more than one person,
complete this clause by omitting or deleting*

all inapplicable alternative statements.

HM Land Registry
Land Registration Acts 1925 to 2002

County & District: Berkshire Wokingham

Title No: BK218243

THIS LEASE is made the 26th day of July 2013

BETWEEN:

(1) **TSW WOKINGHAM LLP** (Registration Number 361478) of 55 Ennismore Gardens, London SW7 IAJ ("the Lessor")

(2) **LORRAINE MARY WEBER** of 83 Evendons Lane Wokingham Berkshire RG41 4AD ("the Lessee")

WHEREAS:-

The Lessor has already granted or intends hereafter to grant leases (hereinafter called "New Leases") of apartments in the estate known as Swift House, Market Place, Wokingham RG41 IAP ("the Estate") other than the apartment comprised in these presents and it is intended that the performance and observance of the restrictions set out in the Second Schedule hereto shall be enforceable by the respective lessees of all the said apartments

NOW THIS DEED made in consideration of the sum mentioned in Part 1 of the First Schedule hereto paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the covenants on the part of the Lessee hereinafter reserved and contained **WITNESSES** as follows:

1. IN this Lease where, the context admits:

(1) the expression "the Lessor" and "the Lessee" includes the persons deriving title under them respectively

(2) "the Premises" means the apartment more particularly described in Part 2 of the First Schedule

(3) "the Property" means the freehold land and property known as Swift House, Market Place, Wokingham, Berkshire RG40 IAP as registered at HM Land Registry under Title Number BK218243

(4) "the Plan" means the plan annexed hereto

(5) the "Common Parts" means all parts of the Property (but not including the Premises) internal and external entrances passages landings staircases, lift, gates footpaths accessways spaces grounds, and means of refuse disposal and other areas or parts of the Property the use of which is shared in common with the other lessees the Property and any other part or parts of the Property not included in the demise of individual apartments.

(6) any reference to a covenant clause or schedule is a reference to the covenant clause or schedule herein contained

(7) if at any time more than one person is the Lessee the obligations of the Lessee under this Lease shall be joint and several

(8) "New Leases" see the Recital

(9) "the perpetuity period" shall mean a period of 80 years from the date hereof

2. **THE** Lessor hereby demises unto the Lessee **ALL THAT** the Premises **TOGETHER WITH** the rights set out in the Third Schedule **EXCEPTING AND RESERVING** as set out in the Fourth Schedule **AND SUBJECT TO** and where appropriate with the benefit of as set out in the Fifth Schedule **TO HOLD** the same unto the Lessee for the term of **ONE HUNDRED AND TWENTY FIVE YEARS** commencing on the First day of January 2012 subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises **YIELDING AND PAYING** to the Lessor on the first day of January of each year of the term ground rent of £250.00 per annum such ground rent to increase by 100% on the first of January 2038 and on each subsequent twenty fifth anniversary during the term of this lease

3. **THE** Lessee **HEREBY COVENANTS** with the Lessor as follows:

(1) To pay the rents and service charges reserved hereunder and to pay and discharge all rates water rates taxes duties charges assessments impositions and outgoings whether of a parliamentary parochial local or any other description whatsoever which are now or at any time or times hereafter may be assessed charged or imposed on the Premises or on the owner or owners or occupiers in respect thereof

(2) At all times during the said term well and substantially to repair cleanse maintain renew amend and keep in repair the exterior and interior of the glass in the windows and the interior of the Premises and the surfaces and finishes of the floors and ceilings and walls (and plaster where applicable) and all other fixtures and fittings and appliances in the Premises and the pipes drains wires

and cables solely serving and within the Premises excluding damage by any risk insured pursuant to the obligation contained in clause 5(1) hereof other than where the insurance money is irrecoverable in consequence of any act or default of the Lessee or anyone at the Premises expressly or by implication with the Lessee's authority or under the Lessee's control and to be responsible for and to pay to the Lessor the cost of making good any damage caused by the Lessee or the Lessee's servants agents and licensees

(3) At least once in every consecutive fifth year of the said term and in the last year of the said term (howsoever determined) to the satisfaction of the Lessor's surveyor to paint all the interior of the Premises including all additions thereto usual and proper to be painted with two coats of good quality paint in a proper and workmanlike manner and also at such times as last aforesaid to whitewash colour varnish polish stain paper and otherwise treat such portions of the interior of the Premises as are so treated at the commencement of the Lease

(4) At the end or sooner determination of the said term to deliver up to the Lessor the Premises and all such fixtures and fittings as aforesaid (except tenants fixtures and fittings which can be removed without causing damage to or defacement of any part of the Premises) together with all keys and additions and improvements made thereto in the meantime

(5) To permit the Lessor and its surveyors or agents with or without workmen or others at all reasonable times on giving three days' notice in writing during this Lease to enter into and upon the Premises or any part thereof to view the condition thereof and the Lessee shall effectually and substantially make good and restore all breaches of covenant which shall be discovered on any such examination and of which notice in writing shall be given by the Lessor to the Lessee within three calendar months after the giving of such notice and to permit the Lessor if the Lessee shall make default in the performance of any of the covenants hereinbefore contained for or relating to the repair of the Premises (but without prejudice to the right of reentry hereinafter contained) to enter upon the Premises and repair the same at the expense of the Lessee and will repay to the Lessor on demand the cost of such repairs (and all expenses incidental thereto) and the same shall be recoverable as rent in arrear

(6) To permit the Lessor and its servants and agents to enter upon the Premises on giving three days' notice in writing (save in cases of emergency) for the purpose of painting and maintaining the exterior of the Premises and the Property including the exterior of the window frames and the exterior of the external door of the Premises and to see to and repair any defects in the structure of the Premises and the Property (including the window frames and the external door of the Premises) and the chimneys flues cisterns gas water and other pipes sewers and watercourses conduits and electric wires passing

through the Premises or communicating/connecting with or affecting other parts of the Property the Lessor making good all damage caused thereby to the Premises and the Lessee's fittings and effects therein

(7) Forthwith to replace any broken or displaced window glass with glass of the same type as that originally fixed and to keep any drains serving the Premises free from obstruction

(8) Not to make any alteration to the construction height elevation or architectural appearance of the Premises or any part thereof nor to alter or cut any of the principal walls or timbers thereof or support structures of any description nor make any structural alteration or addition to the Premises or any part thereof without the Lessor's previous consent such consent not to be unreasonably withheld

(9) (i) Not at any time to assign transfer mortgage charge underlet or part with or share the possession or occupation of part only of the Premises or permit or suffer the same to be done

(ii) Not to assign any interest in the Premises other than the whole of the residue of the said term in the whole of the Premises **PROVIDED THAT** every assignment or transfer shall contain a covenant by the transferee directly with the Lessor to observe and perform the covenants on the part of the Lessee herein contained. This shall not preclude the Lessee letting the Property on an Assured Shorthold Tenancy for a fixed term of no more than two years without obtaining such direct covenant.

(10) Within fourteen days of every assignment underlease assent transfer or after any devolution by will or otherwise or mortgage or charge of or relating to the Premises to give notice thereof in writing to the Lessor and to produce to them such evidence of devolution as they may reasonably require and to pay to the Lessor a registration fee of Seventy Five Pounds plus VAT in respect of each such Notice (or such other registration fee as may reasonably be required) save that the provisions of this clause shall not apply in the event of a letting of the Premises under the terms of an Assured Shorthold Tenancy for a term not exceeding two years

(11) (i) To pay to the Lessor all expenses (including solicitors' costs and surveyors' fees incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(ii) To pay to the Lessor all fees payable by the Lessor to its Surveyors or Solicitors in connection with the preparation and service of

a Schedule of Dilapidations whether during or at the end of sooner determination of the said term

(12) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any other person whatsoever forthwith as far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued and the provisions thereof require him so to do to comply therewith at his own expense and forthwith to deliver to the Lessor two true copies of such notice order direction or other thing and if so reasonably required by the Lessor to join with the Lessor in making such representation to that or any other appropriate authority concerning any requirement or proposal affecting the premises or any part thereof or the Property as the Lessor may reasonably consider desirable and to join with the Lessor in any such appeal or application to the Court or any other body or administrative tribunal with jurisdiction in respect of such notice order direction or other thing as the Lessor may reasonably consider desirable

(13) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Lessor indemnified against all costs claims demands and liabilities in respect thereof

(14) To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Premises (and are not within the Lessor's obligations herein contained) and forthwith to give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

(15) To pay to the Lessor all costs charges and expenses incurred by the Lessor in abating a nuisance in respect of the Premises due to a breach of the Lessee's obligations under the regulations contained in the Second Schedule and executing all such works as may be necessary for abating such nuisance in obedience to a notice lawfully served by a local or public or statutory body

(16) To pay to the Lessor interest at the rate of 4 per cent per annum above the base rate for the time being of HSBC Bank Plc (or such other clearing bank as the Lessor may nominate from time to time calculated on a day to day basis on the Lessee's initial contribution or on the Lessee's percentage of excess expenditure (as hereinafter defined) or any other sums) payable by the Lessee to the Lessor and which are not paid within fourteen days of the due dates

calculated from the date when such payments fall due to the date of actual payment whether before or after any judgement and such interest shall be recoverable as rent in arrear

4. **THE Lessee HEREBY COVENANTS** with the Lessor and with and for the benefit of the lessees from time to time during the said term of the other apartments in the Property that at all times hereafter during the said term:

(1) The Lessee and the persons deriving title under her shall observe the regulations set forth in the Second Schedule or any amendment modification or variation thereof and any additional or substituted regulations made pursuant to Clause 9(3) hereof for the time being and from time to time subsisting

(2) Subject to the provisions of Clause 5(2) hereof the Lessee shall repair maintain renew uphold and keep the Premises so as to afford all necessary support shelter and protection to the Property other than the Premises and to afford to the lessees of the neighbouring or adjoining apartments access for that purpose and upon the conditions set out in Clause 1(3) of the Fourth Schedule hereto

(3) The Lessee shall pay to the Lessor at the times and in the manner specified in the Sixth Schedule hereto the Lessee's initial contribution and the Lessee's percentage of the excess expenditure as herein respectively defined each sum or sums in case of default to be recoverable as if it or they were rent in arrear

5. **THE Lessor HEREBY COVENANTS** with the Lessee as follows:

(1) (i) To insure the Property (including the Premises) and pay the amount of the premium from time to time for insuring the Premises and the Property in the name of the Lessor in some insurance office of repute with the interests of the Lessee and her mortgagee (if any) noted (such noting being in such form as the insurers shall think fit) subject to such conditions and terms as the insurers shall impose against loss or damage (other than in the course of war invasion or other similar cause) by fire lightning explosion and the other risks usually covered by a Comprehensive Block Policy and such other contingencies as the Lessor may reasonably require in an amount equivalent to the reinstatement value of the Property (including the Premises) three years' loss of rent and service charge and all professional fees and charges and VAT on all such sums and to insure the fixtures and fittings plant and machinery of the Lessor (including the carpets furniture and other items in the Common Parts) against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against third party claims made against them in respect of the management of the Property and

whenever required (but not more than once a year) to produce to the Lessee the policy or policies of such insurance and receipt for such insurance and the receipt for the last premium for the same and in the event of the Property and/or the Premises or any part thereof being damaged or destroyed by fire or other insured risks subject to obtaining all necessary statutory consents which the Lessor shall use its best endeavours to obtain and thereafter as soon as reasonably practicable to lay out the insurance moneys in the repair rebuilding or reinstatement of the Property and the Premises so damaged or destroyed subject to the Lessor at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect **PROVIDED ALWAYS** that if for any reason the obligations on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid become impossible of performance the said obligations shall thereupon be deemed to have been discharged and the Lessor shall stand possessed of all moneys paid to them under and by virtue of the policies of insurance hereinbefore required to be maintained upon trust to pay to the Lessor and the Lessee such proportions (if any) of the said moneys as may be agreed in writing between the Lessor and the Lessee or in default of agreement as aforesaid as shall be determined by a valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessor or the Lessee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessor and the Lessee in the Property and the Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an arbitrator

- (ii) To keep the Lessor and the Lessee insured in such company and through such agency as shall be nominated by the Lessor against all liability arising out of any claim made in respect of injury to persons or property in the Property resulting from the condition of anything forming part of the Property at any material time or from the negligence of any person employed by the Lessor **PROVIDED THAT** the Lessor shall not be liable in respect of any damage caused to the Premises by seepage of water caused through the act of negligence or default of any lessee in the Property
- (2) To maintain and keep in good and tenantable repair and condition:
 - (i) the main structure of the Property including but not limited to the internal load-bearing walls internal non load-bearing walls dividing the Premises from adjoining apartments or Common Parts and all floor and ceiling joists and timbers and including the concrete floor and the external walls (but excluding any surfaces/finishes included in this

demise) and the fire escapes and the window frames main external doors and door frames of the Premises and the foundations and the roofs thereof with (other than those included in this demise or in the demise of any other apartment in the Property) the main water tanks main drains gutters and rain water pipes

(ii) all such gas and water mains pipes drains waste water and sewerage ducts and electric cables and wires in under and upon the Property as are enjoyed or used by the Lessee in common with others

(iii) the heating and hot water system serving the Common Parts (if any)

(iv) the Common Parts of the Property

(v) the communal television aerial system

(3) To paint in the year 2017 or earlier at the option of the Lessee and in every succeeding fifth year thereafter and in the last year of the said term the whole of the outside wood iron and other work of the Property as have been heretofore or are usually grained and varnished and as often as shall be necessary to clean and repaint the external stone and brickwork and other external surfaces of the Property

(4) To paint in the year 2017 or earlier at the option of the Lessee and in every succeeding fifth year and in the last year of the said term with two coats of good quality paint and to paper varnish colour grain and whitewash all the interior parts of the Common Parts as have been or are usually painted papered varnished coloured grained and whitewashed

(5) To keep clean properly lighted and heated and as appropriate properly carpeted the Common Parts and to keep clean the windows in the Common Parts and to furnish the Common Parts of the Property in such reasonable style and manner as the Lessee shall from time to time think fit

(6) To pay for all oil, gas, electricity and fuels consumed in the Common Parts

(7) To paint and keep in a tidy and well cultivated condition those parts of the Property which so require such maintenance

(8) To empty the refuse storage containers at regular weekly intervals

(9) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged rated or

imposed on the Property (including the Common Parts) as distinct from any assessments made in respect of any apartment in the Property

(10) To undertake the management of the Property and for this purpose the Lessee shall have the option of employing a firm of Managing Agents or such other suitably qualified person firm company or body as the Lessor shall think fit to manage the Property and the Lessor shall discharge all proper and reasonable fees charges and expenses payable in connection with such management including the cost of computing and collecting the service charges (including any proper sum for future or contingent liabilities and any reasonable Reserve Fund)

(11) To enforce (if reasonably required to do so by the Lessee and at the cost of the Lessee) the covenants similar to those mentioned in Clauses 3 and 4 hereof entered into or to be entered into by the lessees of other apartments in the Property

(12) To maintain the audio security system (if any) serving the apartments in the Property and pay all expenses in connection with it

(13) Keep tidy and tend in such manner as the Lessor shall in their absolute discretion think fit the grounds forming part of the curtilage of the Property

(14) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessor are necessary or advisable for the proper maintenance safety and administration of the Property

(15) To supply maintain repair and renew as need be such a fire alarm system and fire prevention equipment in the Common Parts as is reasonable

(16) To keep the lift at the Property in serviceable condition

(17) To pay and contribute a fair proportion with adjoining owners and other lessees interested therein of the expenses of making repairing and cleaning all party and other walls gutters sewers and drains belonging or which shall belong to the Property or be used jointly with the occupiers of any adjacent property

(18) To institute such proceedings as the Lessor shall deem necessary to recover any arrears of the Lessee's initial contributions or the Lessee's share of excess expenditure (as hereinafter defined) and to instruct Solicitors in connection therewith

(19) That the Lessee paying the rent hereby reserved and performing and observing the covenants herein contained and on the part of the Lessee to be

performed and observed to allow the Lessee to peaceably enjoy the Premises during the said term without any unlawful interruption by the Lessor or any person rightfully claiming under or in trust for them

(20) That every New Lease of any apartment in the Property hereafter granted by the Lessor shall contain a covenant by the lessee to observe the regulations similar to those contained in the Second Schedule and the Lessor confirms that it is intended that every New Lease of any apartment in the Property should be substantially in the form of this Lease or as near as practicable thereto as the circumstances will permit or require to the intent that so far as practicable each of the lessees of any apartment in the Property will hold his or her lease upon terms substantially in the form of this Lease

6. **THAT** until such time as all the flats comprised in the Property are sold or leased for terms equivalent to the term of this Lease the Lessor will pay an appropriate contribution towards the expenses outgoings and matters mentioned in clause 5 in respect of each unsold flat

7. **IF** any of the monies payable by the Lessee pursuant to clause 4(3) shall at any time be in arrear and unpaid for fourteen days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants herein contained and on the part of the Lessee to be performed or observed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by them in that behalf to re-enter the Premises or any part thereof in the name of the whole whereupon the said term hereby created shall cease 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

8. **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 an agent for the time being of the Lessor through the post by registered letter or recorded delivery addressed to the Lessee by name or by the general description of "the Lessee" at the Premises or left for the Lessee at the Premises **AND** any demand notice or other document required or authorised to be given to the Lessor shall be well and sufficiently given if sent through the post by registered letter or recorded delivery addressed to the Lessor 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

9. **WHERE** two or more persons are comprised in the expression "the Lessee" then such persons jointly and severally declare as follows:

(1) The Lessee shall hold the Premises upon trust to sell the same with power to postpone the sale thereof

(2) Until the expiration of twenty one years from the death of the survivor of the Lessee the trustees for the time being of this deed shall have power to sell mortgage charge lease (subject to the restrictions hereinbefore imposed) or otherwise dispose of all or part of the Premises with all the powers in that behalf of absolute owners beneficially entitled

10. **PROVIDED ALWAYS and IT IS HEREBY AGREED** as follows:

(1) The Lessee shall not be entitled to any compensation from the Lessor for any interference to access of light and air to the Premises or any part thereof nor to object to any works of construction rebuilding reconstruction alteration or repair of the Property or any part thereof or on any adjoining or adjacent property belonging to or hereafter acquired within the said term by the Lessor on the ground of noise or nuisance or any other grounds whatsoever nor to make any claim for compensation or other relief in respect thereof so far as such works do not substantially reduce the reasonable enjoyment of the Premises

(2) (i) Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of:

(a) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor (or their servants or any persons authorised by them) or repairs decorations additions alterations or other works which may appear to the Lessor to be (in their absolute discretion) necessary or desirable to the Premises or the Property provided the same are carried out with proper skill or care

(b) Any loss damage or injury occasioned by the failure of the Lessor to carry out any of the obligations on their part herein imposed where such failure is due to causes beyond the Lessor's control

(ii) The Lessor shall not in any event be liable to the Lessee in respect of any failure of the Lessor to perform any of the obligations to the Lessee hereunder whether expressed or implied (other than the Lessor's obligations under Clause 5(1)(i) hereof) unless the Lessee or some other interested person shall have given notice in writing to the Lessor of the facts giving rise to the failure and the Lessor shall have failed within a reasonable period of time to remedy the same and then and in any such case (subject to sub-clause (i) of this clause) the Lessor shall be liable to compensate the Lessee only for any direct loss or

damage as the Lessee shall have sustained during the period after such reasonable length of time shall have elapsed

(3) That the Lessor reserves the right to amend modify vary or waive the regulations referred to in the said Second Schedule except paragraph I as to the permitted use of the Premises or to make such other regulations and whether or not in addition to or in substitution for the same as the Lessor shall reasonably think fit for the management care and cleanliness of the Property (including any recreation facilities provided or constructed within the Property) and the comfort safety and convenience of the lessees or occupiers of the Property or any of them

(4) For the avoidance of doubt the Lessor shall not be under any liability or responsibility for the safety of motor vehicles left in the car parking spaces or the contents thereof

(5) Throughout the term of this Lease the Lessor shall not be liable for any loss damage injury or liability sustained by the Lessee their servants visitors or invitees by reason of any defect or want of repair in the Premises or the Property whether the same be patent or latent or by reason of any act or omission of the servants of the Lessor nor in respect of any negligence or default on the part of any servant or servants of the Lessor employed in or in connection with the Property nor in respect of any breach of covenant on the part of any other lessee in the Property nor in respect of any defect in any fixture pipe wire or other thing in or upon the Property or any part thereof (including the Premises)

(6) If during the term the Premises or any part thereof or access thereto shall be destroyed or rendered unfit for occupation or use by fire or any other insured risk and the Lessor's policy or policies of insurance therefore shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act neglect or default of the Lessee or anyone at the Premises expressly or by implication with the Lessee's authority or under the Lessee's control then and on each such occasion the whole or a just proportion of the rent and the service charge payable pursuant to clause 4(3) (such proportion to be determined in case of dispute by a single arbitrator under the Arbitration Act 1996 or any re-enactment thereof) subject to the extent of the damage sustained shall cease and be suspended until the damaged portion or excess thereto shall have been reinstated or made fit for occupation and use

11. In the event of any dispute arising between any two or more of the Lessor and the Lessee and the Lessees of the other flats comprised in the Property out of the provisions of clauses 4 and 5 hereof and the Sixth Schedule (or the equivalent provisions of the other flats comprised in the Property) (including in particular but without prejudice to the generality of the foregoing any question whether any particular item such as is mentioned or referred to in

clauses 4 and 5 or the Sixth Schedule hereto as been provided to a reasonable standard or at a reasonable cost or whether the incurring of the cost of such an item as reasonable) the same shall be referred to an Arbitrator (who shall not be a member or employee or related to the Lessor) being a chartered surveyor appointed by the Lessor under the provisions of the Arbitration Acts 1950-1996

IN WITNESS whereof the Lessor and the Lessee have duly executed this Lease the day and year first above written

THE FIRST SCHEDULE

Part 1

Consideration: £ 176,000.00 (One hundred and seventy six thousand Pounds)

Part 2

ALL THAT third floor apartment number 10 Swift House, Market Place, Wokingham RG41 1AP as the same is shown edged in red on the Plan and including:

- (1) The inner surface or surfaces of and the paint and other decorative finishes (if any) applied to the interior of:
 - (i) the external walls; and
 - (ii) any internal load-bearing walls; and
 - (iii) any internal non-load bearing walls dividing the Premises from the adjoining apartments or the Common Parts

But not any other parts of such walls
- (2) The floor finishes so that the lower limit of the Premises includes such finishes but does not extend to anything below them
- (3) The ceiling finishes so that the upper limit of the Premises includes such finishes but does not extend to anything above them
- (4) The windows (but not the window frames)
- (5) All internal doors and door frames (but excluding the main external doors and door frames of the Premises)
- (6) Any pipes drains wires and cables that are in or on and that exclusively serve the Premises

THE SECOND SCHEDULE

Regulations

1. Not to use the Premises nor permit the same to be used for any purpose whatsoever other than as a residential unit and for car parking as appropriate and in no circumstances to use the Premises or any part thereof for any trade business or profession whatsoever nor for any purpose from which a nuisance annoyance or disturbance can arise to the owners lessees or occupiers of the other parts of the Property or in the neighbourhood nor for any illegal or immoral purpose nor permit any auction to be held therein at any time. This clause shall not preclude the use of the premises for holiday lets.
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any parts of the Property or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol (other than in the petrol tank of any motor vehicle) or other inflammable substances in or about the Premises or the Property and to repay to the Lessor all sums paid by way of increased premium and all expenses incurred by it in or about the renewal of such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear.
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Premises but to keep all such refuse in suitable covered containers inside the Premises so as not to be visible from outside the Premises or to keep all such refuse in sealed refuse bags in the bin store.
4. No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine or equipment of any kind shall be played or used nor shall any singing be practised in the Premises between the hours of eleven p.m. and eight a.m. and not at any other time or times so as to cause any nuisance or annoyance to any of the other owners lessees and occupiers of the Property and no electrical appliance of any type shall be used at any time upon the Premises unless the same is adequately fitted with suppressors so as to prevent the causing of any nuisance or annoyance to any of the other owners lessees and occupiers of the Property and for the purposes hereof the decision of the Lessor as to what constitutes a nuisance or annoyance shall be binding and final on the parties

5. No name writing drawing signboard plate placard or advertisement of any kind shall be put on or in any window or on the exterior of the Premises so as to be visible from outside
6. No clothes or linen or washing or other articles of any description shall be hung or exposed in or upon any part of the Premises so as to be visible from outside the Premises
7. Not to keep any bird dog or other animal in the Premises which shall cause a nuisance to any owner lessee or occupier of any other part of the Property
8. No external wireless television aerial or satellite dish shall be erected on the Premises or any part of the Property other than communal devices installed by the Lessor
9. Not to permit or suffer his or her children or those of any friends servants or visitors to play in or upon any of the Common Parts of the Property
10. The entrance doors to the Property shall be kept shut and the Lessee or his or her invitees using the Common Parts between the hours of eleven p.m. and eight a.m. shall do so as quietly as possible and take special care quietly to close the said entrance doors and the door to the Premises and not cause disturbance or annoyance to the other lessees or occupiers
11. Not to do or permit or suffer his or her friends servants or visitors to do any damage whatsoever to the Property the fixtures fittings and chattels therein contained and forthwith on demand by the Lessor to pay to the Lessor the cost of making good any such damage
12. Not at any time to interfere with the external decorations or painting of the Premises or any part of the Property
13. Not to carry into or remove from or permit or suffer to be carried into or removed from the Premises any furniture or other goods except between the hours of nine a.m. and five p.m. on Mondays to Saturdays (inclusive) only and if any damage shall be done to the Premises or the Common Parts by the carrying in or removal of furniture or other goods to or from the Premises to pay for making good the same and also for any damage done to the person or property of any lessees or occupiers of the property
14. Not to obstruct or to permit or suffer to be obstructed the Common Parts nor to place any goods or other articles in the Common Parts

15. Not to allow the floors of the Premises or of the Common Parts to be overloaded
16. To comply with any other reasonable regulations which the Lessor may specify for the better and more efficient management of the Property and for the convenience of the generality of the lessees in the Property

THE THIRD SCHEDULE

Rights and Privileges

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times but only for purposes in connection with the permitted user of the Premises to go pass and repass over and along footpaths and accessways within the Common Parts and to use the Common Parts for all reasonable purposes
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Property
3. The free and uninterrupted passage and running of water and soil gas electricity telephone and other services (if any) from and to the Premises (in common as aforesaid) through the storage tanks sewers drains and watercourses cables pipes and wires and other media which are now or may at any time during the said term be constructed in under or passing through the Property or any part thereof
4. The right for the Lessee with or without servants workmen and others at all reasonable times upon giving three working days' previous notice in writing (or in the case of emergency without notice) to enter into and upon such parts of the Property as is necessary for the purpose of repairing cleansing maintaining or carrying out permitted alterations or other building works to the Premises or that part or parts of the Property giving subjacent or lateral support shelter or protection to the Premises **AND** in any such case causing as little disturbance as possible and making good all damage thereby caused
5. The benefit of the covenant to comply with the regulations insofar as such a covenant is contained in the leases of the other apartments comprised in the Property granted or to be granted
6. The right to connect to any cable or television system in the Premises serving the Property

7. The right to use at all times the audio security system (if any) which serves the Premises
8. The right to keep up to two bicycles in the cycle store forming part of the Common Parts
9. The right to use the car parking space shown edged and hatched red on the Plan for the parking of a private motor vehicle
10. All the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying as provided in Clause 4(3) of this Lease and the Sixth Schedule
11. Any future easements rights and privileges granted hereby shall be deemed to be limited to come into force within the perpetuity period

THE FOURTH SCHEDULE

Exceptions and Reservations

1. There are **EXCEPTED AND RESERVED** out of this Lease to the Lessor and the owners and lessees of the other apartments in the Property:
 - (1) The right to subjacent and lateral support and to shelter and protection from the Premises for the other parts of the Property
 - (2) The full and free right of passage and running of water and soil gas electricity telephone and other services to and from any other part of the Property through all storage tanks sewers drains watercourses cables pipes wires and other media which now are or may be at any time during the said term be constructed in under or passing through the Premises or any part thereof and the right at any time during the said term at all reasonable times upon giving reasonable notice (or in the case of emergency without notice) to enter upon the Premises with or without workmen for the purpose of laying and constructing any such storage tanks sewers drains watercourses cables pipes wires and other media as aforesaid the person exercising such rights forthwith making good all damage thereby caused to the Premises
 - (3) The right at any time during the said term with or without servants workmen and others at all reasonable times upon giving three working days' previous notice in writing (or in the case of emergency without notice) to enter into and upon the Premises for the purpose of:

(i) inspecting repairing cleansing maintaining or renewing any such storage tanks sewers drains watercourses cables pipes wires and other media as aforesaid

(ii) inspecting repairing maintaining and carrying out alterations or other building works to any other parts of the Property AND in either case the person exercising such rights causing as little disturbance as possible and making good all damage thereby caused to the Premises

2. There is **EXCEPTED AND RESERVED** out of this Lease to the Lessor and (if appropriate) their duly authorised agents:

(1) the right at any time to erect or suffer to be erected any building or other works or to alter any building or other works now standing or hereafter to be erected on the Property or on any adjoining or neighbouring land belonging to or hereafter acquired within the term by the Lessor as the case may be in such manner as to obstruct diminish or interfere with the passage of light and air to the Premises but not so as to substantially reduce the Lessee's reasonable enjoyment of the Premises

(2) a right at any time to amend or revise or change the layout of the Common Parts and redevelop the said Common Parts in such manner as the Lessor may in their absolute discretion think fit and (but without in any way limiting the generality of the foregoing) the right to vary or change or substitute rights of way or rights of access to and from the Premises and any part of the Property notwithstanding the obstruction of any easement appertaining to or enjoyed by the Premises provided always however that the Lessor shall ensure that there is reasonable pedestrian and vehicular access (as appropriate) over and along the Common Parts leading to the Premises or to the refuse storage area or to the car parking area

3. There are **EXCEPTED AND RESERVED** out of this Lease to the Lessor and their respective duly authorised agents:

(1) The right to enter in or upon the Premises with or without others upon giving previous written notice at all reasonable times (but at any time without notice in the case of emergency) for any purpose connected with the interest of the Lessor in the Premises or in any part of the Property or the disposal charge or demise of such interest the party exercising such right forthwith making good any damage thereby caused to the Premises

(2) The right at all reasonable times to enter into or upon the Premises with or without others upon giving three days' previous notice in writing (or in the case of emergency without notice) for the purpose of carrying out the Lessors obligations under Clause 5 of this Lease or in complying with the matters referred to in Part B of the Sixth Schedule hereto the party exercising such right forthwith making good any damage thereby caused to the Premises

(3) The right to erect and maintain such wireless and television masts aerials and satellite dishes on the roof of the Property as the Lessor deems appropriate for the transmitting and/or receiving of radio and/or television signals both generally and for the use of the occupiers of the apartments in the Property and to run wires connecting such masts aerials or satellite dishes to the receiving sets in the said apartments and to any other destinations which the Lessor may consider appropriate via the conduits provided and whether through in over or under the Premises or not

4. Any future rights excepted and reserved shall be deemed to be limited to come into force within the perpetuity period

THE FIFTH SCHEDULE

Subject to/with the benefit of:

1. All resolutions charges notices orders schemes or plans under any Town Planning Legislation or scheme affecting the Premises or any part thereof and also to any byelaw or statutory provisions affecting the Premises or any part thereof whether of general or local application

2. All rights of way public or private or of water drainage watercourse light and other easements or wayleaves and quasi or reputed easements covenants rights and restrictions and rights of adjoining owners (if any) affecting the Premises and/or the Property and any liability to repair or contribute towards the repair of roadways passages sewers drains gutters fences and other like matters

3. All charges drainage rates and other outgoings as may now affect or be charged upon the Premises as well as the usual outgoings

4. The matters contained in or referred to in the Property and Charges Register and Charges of the Lessor's title being that numbered BK218243 (but not financial charges) insofar as the same relate to and affect the Premises

THE SIXTH SCHEDULE

The Service Charge

1. "Service Costs" means the amount the Lessor spends in carrying out all the obligations imposed by this Lease (other than the covenant for quiet enjoyment) and not reimbursed in any other way including the cost of borrowing money for that purpose and a Reserve Fund.

"Reserve Fund" means the sum or sums as shall be estimated by the managing agents or (if none) the Lessor to provide a reasonable reserve to meet all some or any of the costs expenses outgoings and matters mentioned in clause 5 which the managing agents or (if none) the Lessor anticipates will or may arise during the remainder of the term granted by this Lease.

"Final Service Charge" means 9.33 % of the Service Costs

"Interim Service Charge Instalment" means a quarterly payment on account of the Final Service Charge which is £ until the Lessor gives the Lessee the First Service Charge statement (mentioned below) and after that is a quarter of the Final Service Charge on the latest Service Charge Statement

2. The Lessor must:
 - (a) keep a detailed account of Service Costs
 - (b) have a service charge statement prepared for each period ending on during the Lease period which:
 - (i) states the Service Costs for that period with sufficient particulars to show the amount spent on each major category of expenditure
 - (ii) states the Reserve Fund and the annual contribution to the same
 - (iii) states the amount of the Final Service Charge
 - (iv) states the total of the Interim Service Charge Instalments paid by the Lessee
 - (v) states the amount by which the Final Service Charge exceeds the total of the Interim Service Charge Instalments ("negative balance") or vice versa ("positive balance")

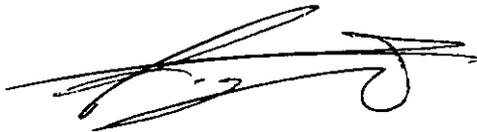
- (vi) is certified by a member of the Institute of Chartered Accountants in England and Wales that it is a fair summary of the Service Costs set out so that it shows how they are or will be reflected in the Final Service Charge and is sufficiently supported by accounts receipts and other documents which have been produced to him
- 3. On each day on which rent is due under this Lease the Lessee is to Pay the Lessor an Interim Service Charge Instalment
- 4. (a) If a Service Charge statement shows a positive balance the Lessor must pay that sum to the Lessee when giving the statement

(b) If a Service Charge statement shows a negative balance the Lessee must pay that sum to the Lessor within fourteen days after being given the statement
- 5. Every Service Charge statement is conclusive as to the information in it

Executed as a Deed

By **TSW WOKINGHAM LLP**
Acting by

Member

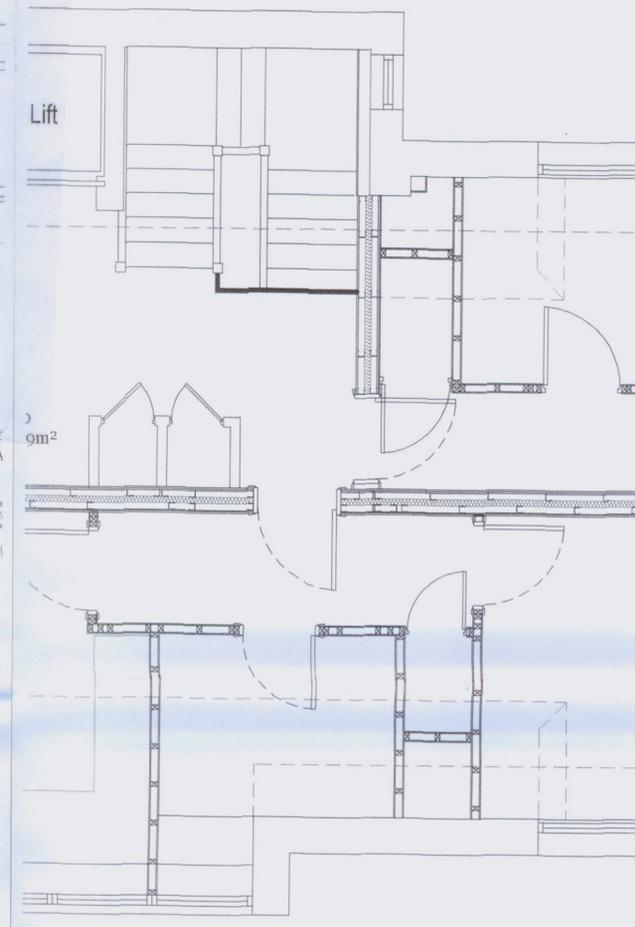
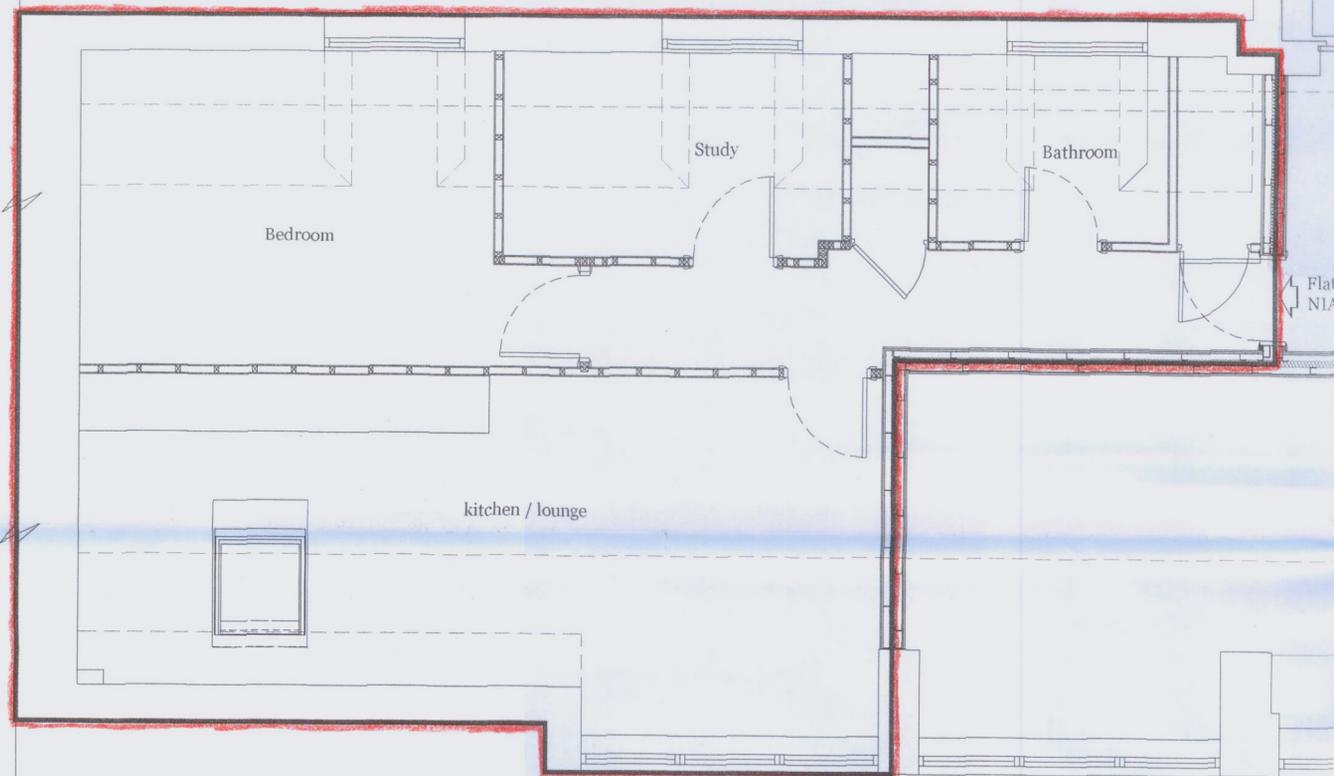


Member

Signed as a Deed by the said

^{MARY}
MARY LORRAINE WEBBER

in the presence of:



Rev	Date	Revision	Drg No.	Rev
No. 10 Swift House, 3rd Floor Floor Plan, Block Plan & Site Location Plan			LR11	
Scale 1:50 @ A2		Drn. by:	Job No. 310211	
		Chkd. by:		
Project			Swift House Flat No. 10	
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