

Dated

24 June

2010

- (1) KINGSMEAD HOMES LLP (IN ADMINISTRATION)  
(2) IAN JAMES GOULD and BRIAN JAMES HAMBLIN both of PKF (UK) LLP  
(3) <sup>JONATHAN</sup> PHILLIP CULLEN

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**LEASE**

relating to Plot 11,  
11 Godwin Close, Eastheath Avenue, Wokingham, Berkshire RG41 2AH

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Ref: 01886.244

Knightsbridge House  
Lower Brown Street  
Leicester LE1 5NL  
DX: 10829 Leicester - 1  
t: +44 (0) 116 285 9000  
f: +44 (0) 116 285 9001  
[www.hbjgateleywareing.com](http://www.hbjgateleywareing.com)



LR1. Date of Lease	24 June 2010
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s) BK205578</p> <p>LR2.2 Other title numbers</p>
LR3. Parties to the Lease	<p><b>Landlord</b> KINGSMEAD HOMES LLP (IN ADMINISTRATION) (Company Number OC323378) whose registered office is at St Leonards Road, Windsor, Berkshire SL4 3DR acting by the ADMINISTRATORS</p> <p>IAN JAMES GOULD AND BRIAN JAMES HAMBLIN of PKF (UK) LLP, New Guild House, 45 Great Charles Street, Queensway, Birmingham B3 2LX (Administrators)</p> <p><b>Tenant</b> JONATHAN PHILLIP CULLEN of 10 Greystoke Court, Crowthorne, Berkshire, RG45 7LS</p> <p><b>Other Parties</b> GODWIN CLOSE (NO. 2) MANAGEMENT COMPANY LIMITED (Company Number 07051207) whose registered office is at One Eleven, Edmund Street, Birmingham B3 2HJ (Management Company)</p>
LR4. Property	<p><b>In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.</b></p> <ol style="list-style-type: none"> <li>1. The first floor dwelling known as plot 11, 11 Godwin Close, Wokingham shown edged red on the Plan being part of the Building TOGETHER WITH (for the purpose of obligation as well as grant): <ol style="list-style-type: none"> <li>1.1 the doors and windows thereof including the glass therein but not the external decorative surfaces thereof</li> <li>1.2 the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed</li> <li>1.3 the floors down to the upper side of the joists slabs or beams supporting the same</li> <li>1.4 the inner plaster face of all external or structural walls</li> </ol> </li> </ol>



	<p>1.5 all internal walls which are not main structural walls and which do not separate the flat from adjoining Properties or the internal common parts of the Building</p> <p>1.6 the internal half of any non structural wall(s) (severed medially) which may separate the Demised Premises from any adjoining Properties or from the internal common parts of the Building in which the Demised Premises are situate</p> <p>1.7 all Service Installations utilised exclusively by the Demised Premises</p> <p>1.8 EXCEPTING AND RESERVING from the Demised Premises the main structural parts of the Building in which the Demised Premises are situate including the roof foundations and all the external parts thereof</p>
LR5. Prescribed statements etc.	None
LR6. Term for which the Property is leased	<b>The Term is as Follows:-</b> 125 years from 1 September 2009
LR7. Premium	£190,000.00
LR8. Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisitions etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to ) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	None



LR11. Easements	<p><b>LR11.1 Easements granted by this Lease for the benefit of the property</b></p> <p>The Easements as specified in the Fourth Schedule to the Lease</p> <p><b>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</b></p> <p>The Easements as specified in the Fifth Schedule to this Lease</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The Parties to this lease apply to enter the following standard form of restriction against the title to the Property:</p> <p><i>or lease</i></p> <p>"No transfer <sup>or lease</sup> of the registered estate (<del>other than a charge</del>) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed on behalf of Godwin Close (No. 2) Management Company Limited by its secretary or conveyancer that the provisions of clause 25.3 and 26 of the Ninth Schedule to the registered lease have been complied with".</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	<p>The Tenant is more than one person.</p> <p>They are to hold the Property on trust for themselves as joint tenants.</p> <p>Or</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as Tenants in common in equal shares</p> <p>Or</p> <p>The Tenant is more than one person. They are to hold the Property on trust.</p>



**HM LAND REGISTRY  
LAND REGISTRATION ACT 2002  
LEASE OF PART**

ADMINISTRATIVE AREA	WOKINGHAM
TITLE NUMBER	BK205578
PROPERTY	Godwin Close, Eastheath Avenue, Wokingham RG41 2AH

**PARTICULARS**

Date of Lease	24 June 2010
The Lessor	<b>KINGSMEAD HOMES LLP (IN ADMINISTRATION)</b> (Company Number OC323378) whose registered office is at St Leonards Road, Windsor, Berkshire SL4 3DR acting by the <b>ADMINISTRATORS</b>
The Administrators	<b>IAN JAMES GOULD</b> and <b>BRIAN JAMES HAMBLIN</b> of PKF (UK) LLP, New Guild House, 45 Great Charles Street, Queensway, Birmingham B3 2LX
The Manager	<b>GODWIN CLOSE (NO. 2) MANAGEMENT COMPANY LIMITED</b> (Company Number 07051207) whose registered office is at One Eleven, Edmund Street, Birmingham B3 2HJ
The Lessee	<b>PHILLIP CULLEN</b> of 10 Greystoke Court, Crowthorne, Berkshire, RG45 7LS
Block A	The building on the development marked "Block A" on the Plan
Block C	The building on the development marked "Block C" on the Plan
The Development	The land described in the First Schedule known for development purposes as Godwin Close, Eastheath Avenue, Wokingham, Berkshire RG41 2AH
The Demised Premises	The first floor Dwelling known as plot Number 11, 11 Godwin Close as more particularly described in the Third Schedule
The Parking Space	The parking space shown edged green on the Plan and located within the Development
The Rent	means the rents detailed in the Seventh Schedule hereof
The Term	125 years from the Commencement Date
The Commencement Date	1 <sup>st</sup> September 2009



The Premium £190,000.00

The Proportion means the following:-

- (i) 14.29% of the costs mentioned in the Sixth Schedule which relate solely to Block C and 9.09% of all other costs in the Sixth Schedule which are not covered by (ii) below;
- (ii) 7.14% of the costs mentioned in the Sixth Schedule which relate to the Accessways and the Access Road.

SAVE THAT the Proportion may be subject to variation from time to time in accordance with the provisions of clause 7.10 hereto.



**THIS LEASE** is made BETWEEN (1) the Lessor (acting by the Administrators) (2) the Manager and (3) the Lessee

**WHEREAS:**

- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the properties forming part of the Development as hereinafter defined each as separate and distinct properties and the Lessor has in every such lease imposed and intends in every future lease to impose the obligations set out in the Ninth Schedule to the intent that the lessee for the time being of any one of the Properties may enforce the observance by the lessee of any other of the Properties of the covenants in the form set out in Part II of the Ninth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing and the Manager has agreed to join in this Lease in the manner hereinafter appearing
- (3) The Manager is to undertake responsibility for the supply of services to the Development (but by the Lessor initially) for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses
- (4) The Lessor is to grant and the Manager has agreed to take a lease of all the external and internal common parts of the Development such lease to be completed following the sale and purchase of the last Dwelling by the Lessor

**NOW THIS DEED WITNESSETH** as follows:

**1. Definitions**

In this Deed unless the context otherwise requires:

"the Accessways"	means the footpaths common car parking access areas forming part of the Development and any footpaths car parking access areas substituted therefore
"the Access Road"	means the private road forming part of the Development shown coloured brown on the Plan and any private road substituted therefor
"the Building"	means the Building of which the Demised Premises forms part and for the purposes of the Lease the definition of the Building will include Block A and Block C and all structural parts thereof including the roofs gutters rainwater pipes foundations floors all walls bounding individual Dwellings therein and all external parts of the Building and all Service Installations not used solely for the purpose of an individual Dwelling
"the Communal Areas"	means all gardens and grounds forming part of the Maintained Property
"the Dwellings"	means the Properties and the Demised Premises forming the Building or the Development (as the context permits) and a Dwelling means any one of them



"Estate Regulations"	means any reasonable regulations made by the Manager from time to time for the proper management and use of the Development
"the Lessee"	includes the person for the time being entitled to the Term and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee
"the Lessee's Proportion"	means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Eighth Schedule SAVE THAT the Lessee's Proportion may be subject to variation from time to time in accordance with the provisions of clause 7.10 hereof
"the Lessor"	includes the person for the time being entitled to the reversion immediately expectant upon the Term
"the Maintenance Expenses"	means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Lessor at all times during the Term in carrying out the obligations specified in the Sixth Schedule
"the Maintained Property"	means those parts of the Development as more particularly described in the Second Schedule the maintenance of which is the responsibility of the Manager
"the Management Lease"	means a Lease made between (1) the Lessor and (2) the Manager comprising the Maintained Property to be completed following the sale and purchase by the Lessor of the last Dwelling
"the Parking Spaces"	means the car parking spaces shown on the Plan
"the Plan"	means the plan annexed hereto
"the Properties"	means the apartments and freehold houses forming the Development other than the Demised Premises
"the Perpetuity Period"	means Eighty years from the Commencement Date
"Service Installations"	means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks CCTV equipment apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water

## 2. Interpretations

- 2.1 Words importing one gender shall be construed as importing any other gender and Words importing the singular shall be construed as importing the plural and vice versa.
- 2.2 Persons include companies and all other legal entities.



- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time.
- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done.
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

### 3. **Demise**

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR acting by the Administrators with No Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule but SUBJECT to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor and the Manager with the lessee or tenant of any of the Properties for the observance of the Estate Regulations and to all rights and easements appertaining to any other property adjoining the Building and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of title number BK205578 so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR:

- 3.1 FIRSTLY each year the Rent specified in the Seventh Schedule by equal half yearly payments in advance on the First day of March and the First day of September in each year the first payment thereof being a proportionate part of the annual sum calculated from the date hereof to the next anniversary date of the beginning of the term to be paid on the execution hereof if required.
- 3.2 AND SECONDLY by way of further and additional rent the Lessee's Proportion at the times and in the manner stipulated in the Eighth Schedule hereto.

### 4. **The Lessee's Covenants**

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees of the Properties HEREBY COVENANTS:

- 4.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Ninth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if any) of the title number BK205578 so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof;
- 4.2 With the Manager to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Ninth Schedule;



- 4.3 With the lessees of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Ninth Schedule.

5. **The Lessor's Covenants**

The LESSOR relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Lessee to observe and perform the obligations on the part of the Lessor set out in the Tenth Schedule.

6. **The Manager's Covenants**

THE MANAGER in consideration of the covenants on the part of the Lessor and the Lessee herein contained HEREBY COVENANTS with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on the part of the Manager set out in the Eleventh Schedule PROVIDED ALWAYS THAT if at any time the Manager shall reasonably consider that it would be in the general interests of the lessees of the Dwellings in the Building or the Development so to do the Manager shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Manager shall agree with the views and wishes of the majority of the lessees of the Dwellings in the Building or the Development as the case may be.

7. **Agreements and Declarations**

IT IS HEREBY AGREED AND DECLARED as follows:

- 7.1 that if any Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Manager at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained PROVIDED ALWAYS that notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor or the Manager and no re-entry shall be effected until the expiry of 28 days after the service of any such notice;
- 7.2 that all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested;
- 7.3 that nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development;
- 7.4 that the Manager shall have power to make and at any time vary such Estate Regulations as it may think fit for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Dwellings;
- 7.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be





### Master Deed Plan

Site : Questech House, East Heath Avenue, Wokingham.  
Plots : 11 FF.  
Development of 14 No. residential properties

Ed Deacon

18/11/09

1/500

PURCHASER

DIRECTOR

SECRETARY

**mH**  
**MILLBRIDGE**  
**HOMES LTD**

Property Developers and  
Building Contractors  
First Floor Suite  
Severn House  
Omblesley Street West  
Droitwich Spa  
WR9 8QX  
Tel: 01905 777950  
e-mail: [info@millbridgehomes.co.uk](mailto:info@millbridgehomes.co.uk)



served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the Lessor;

7.6 the rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period;

7.7 that the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Lessor for building or any other purpose;

7.8 if for any reason the repair rebuilding or reinstatement of either the Building or the Demised Premises or the means of access thereto shall be incapable of performance following damage or destruction by any of the insured risks more particularly described in the Sixth Schedule and subject to and provided as mentioned in the Sixth and Eleventh Schedules the obligation in the Eleventh Schedule shall thereupon be deemed to have been discharged and the Manager shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Lessee such proportion of the said monies as is equitable such equitable proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of Paragraph 3 of the Seventh Schedule;

7.9 (where the Lessee is more than one person) the Lessees declare that they shall hold the Demised Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as [joint tenant][tenants in common] and the Lessee declares that the survivor [can][cannot] give a valid receipt for capital money arising on a disposition of the Demised Premises;

7.10 if at any time it should become necessary or equitable to do so the Manager (acting reasonably) shall recalculate on an equitable basis the percentage figure(s) comprised in the Lessee's Proportion appropriate to all the Properties comprising the Development or Building (as the case may be) and shall then notify the lessees accordingly and in such case as from the date specified in the said notice the Lessee's Proportion so recalculated and notified to the Lessee in respect of the Demised Premises shall be substituted for that set out in the Particulars and Paragraph 1 of the Seventh Schedule and the Lessee's Proportion so recalculated in respect of the said Properties shall be notified by the Manager to the lessees thereof and shall be substituted for those set out in their leases;

7.11 The Administrators have entered into and signed this Lease as agents for or on behalf of the Lessor and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Lessor or in respect of any failure on the part of the Lessor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Lease. The Administrators are party to this Lease in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Lease.

7.12 All representations (whether made innocently, negligently or otherwise but not fraudulently), warranties, conditions and stipulations, express or implied, statutory, customary or otherwise in respect of the Demised Premises or any of the rights, title and interest transferred or agreed to be transferred pursuant to this Lease are expressly excluded (including without limitation, warranties and conditions as to title, quiet possession, quality, fitness for the purpose and description).



7.13 Unless otherwise required by law (and then only to that extent), the Lessor and the Administrators and each of them shall not be liable for any loss or damage of any kind whatsoever, consequential or otherwise arising out of or due or caused by any defect or deficiencies in the Demised Premises.

7.14 the parties hereto declare that they do not intend any term hereof to be enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

## 8. **Restriction**

The Lessee will:

8.1 contemporaneously with the Lessee's application to the Land Registry for the registration of the grant of this Lease apply to the Chief Land Registrar in Land Registry Form RX1 (or in any other superseding Land Reform form which may be required by the Registry from time to time) and do all such acts and things as may be required for the entry in the Proprietorship Register of the title to this Lease of the following Restriction:-

"No transfer of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed on behalf of Godwin Close (No. 2) Management Company Limited by its secretary or conveyancer that the provisions of clauses 25.3 and 26 of the Ninth Schedule to the registered lease have been complied with."

8.2 forthwith upon registration of this Lease at the Land Registry cause to be supplied to the Manager and the Lessor a copy of the entries in the Registers of the Lessee's title at the Land Registry.

## **THE FIRST SCHEDULE**

### **The Development**

ALL THAT piece of land situate at Godwin Close, Eastheath Avenue, Wokingham, Berkshire RG41 2AH shown edged blue on the Plan now or hereinafter comprised in Title Number BK205578 and together with any adjoining land which may be added thereto within the Perpetuity Period and together with any buildings or structures erected or to be erected thereon or on some part thereof

## **THE SECOND SCHEDULE**

### **The Maintained Property**

1. The Maintained Property shall comprise (but not exclusively):

1.1 The Accessways, the Access Road and the Parking Spaces the gardens and grounds within the Development including (if any) the drying area the bin store the cycle store and gardeners management store

1.2 The entrance halls passages landings staircases and other parts of the Building which are used in common by the owners or occupiers of any two or more of the



Dwellings therein and the glass in the windows and doors of all such common parts together with all decorative parts ancillary thereto

- 1.3 The structural parts of the Building including the roofs gutters rainwater pipes foundations floors and walls bounding individual Dwellings therein and all external parts of the Building
- 1.4 all doors and window frames not forming part of the demise of any of the Dwellings
- 1.5 all Service Installations not used exclusively by any individual Dwelling
2. EXCEPTING AND RESERVING from the Maintained Property:
  - 2.1 The glass and window frames and the external doors of the Dwellings SAVE FOR the external decorative parts of the said window frames and doors which (for the avoidance of all doubt) shall form part of the Maintained Property
  - 2.2 All interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings
  - 2.3 Service Installations exclusively serving individual Dwellings
  - 2.4 Any garden areas or patio areas exclusively forming part of a Dwelling

### **THE THIRD SCHEDULE**

#### **The Demised Premises**

1. ALL THAT the apartment including (if any) the floor surface only of any courtyard and private entrance area or balcony or patio or the like co-extensive therewith shown edged red on the Plan being part of the Building TOGETHER WITH (for the purpose of obligation as well as grant):
  - 1.1 the doors and windows thereof including the glass therein but not the external decorative surfaces thereof
  - 1.2 the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed
  - 1.3 the floors down to the upper side of the joists slabs or beams supporting the same
  - 1.4 the inner plaster face of all external or structural walls
  - 1.5 all internal walls which are not main structural walls and which do not separate the flat from adjoining Properties or the internal common parts of the Building
  - 1.6 the internal half of any non structural wall(s) (severed medially) which may separate the Demised Premises from any adjoining Properties or from the internal common parts of the Building in which the Demised Premises are situate
  - 1.7 all Service Installations utilised exclusively by the Demised Premises
2. EXCEPTING AND RESERVING from the Demised Premises the main structural parts of the Building in which the Demised Premises are situate including the roof foundations and all the external parts thereof



#### **THE FOURTH SCHEDULE**

Rights included in the demise

1. The right (in common with the Lessor the Manager and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development
2. The right of support and shelter for the Demised Premises by and from the other parts of the Development and Building
3. The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in the form set out in Part Two of the Ninth Schedule
4. Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in exercising such rights causing as little damage as possible and making good any damage caused
5. The right for the Lessee and the tenant or occupiers of the Demised Premises his or their employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Communal Areas and Accessways and the Access Road and over and along the passageways corridors and staircases forming part of the common parts of the Building in which the Demised Premises is situated AND insofar as they are able to grant the same such rights of access over the land shown hatched orange on the Plan as are vested in the Lessor as at the date of this Lease
6. The right to use of the Parking Space for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight
7. The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended the:
  - 7.1 refuse storage area(s)
  - 7.2 security door entry system
  - 7.3 the communal television reception system
  - 7.4 the cycle store

#### **THE FIFTH SCHEDULE**

Rights to which the demise is subject

1. The right of support and shelter for the other parts of the Development and Building by and from the Demised Premises
2. Such rights of access to and entry upon the Demised Premises by the Lessor its lessees and tenants and the Manager as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance or inspection of other parts of the Development subject to the party exercising the right giving at least 48 hours written



notice (except in case of emergency) and causing as little damage and disturbance as possible and making good any damage so caused to the reasonable satisfaction of the Lessee

3. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee:
  - 3.1 The right to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Development (other than the Building of which the Demised Premises forms part) according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
  - 3.2 The right to alter the layout of the Accessways, the Access Road and Communal Areas but not so as to prejudice access to the Demised Premises
4. The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants and the Manager to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Development not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises TOGETHER WITH all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same

#### **THE SIXTH SCHEDULE** The Maintenance Expenses

1. Keeping the gardens and grounds of the Maintained Property generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping the Accessways, Access Road and Parking Spaces in good repair and clean and tidy
3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the gardens grounds Accessways and Parking Spaces and Access Road of the Maintained Property
4. Inspecting maintaining cleaning the refuse store area for the use of the lessees of the Building
5. The cost of the hiring of paladins for the use of the Lessees of the Building
6. The cost of all electricity (including bulb replacement) and water supply to the Maintained Property
7. Inspecting maintaining renting renewing reinstating replacing and insuring the communal telecommunication reception apparatus
8. Inspecting maintaining repairing where necessary replacing the electronic vehicle entrance gates (if any) giving access to the Development
9. Cleaning and re-equipping as necessary any drying areas forming part of the Maintained Property