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Charles Patten x4-8
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LEASE

LEASE PARTICULARS 23rd

DATE	23rd. day of May 1996
COUNTY AND DISTRICT	BERKSHIRE WOKINGHAM
LESSOR'S TITLE NUMBER	BK 173614
LEASE OR UNDERLEASE	Lease
THE LESSOR	FAIRBRIAR HOMES LIMITED whose registered office is at Ashby House 64 High Street Walton-on-Thames Surrey KT12 1BW (Company Reg. No. 2926364)
THE MANAGEMENT COMPANY	TITHE COURT MANAGEMENT LIMITED whose registered office is at Fairbriar House Thorney Lane Iver Buckinghamshire SL0 9HQ (Company Reg. No. 3026732)
THE LESSEE	JOHN GEORGE PARKER and KATHRYN McGILL PARKER both of 5 Magnolia Way Wokingham Berkshire RG41 4BN
THE BUILDING	the building of which the Premises hereinafter defined forms a part and known as Tithe Court Glebelands Road Wokingham Berkshire

THE PREMISES	Plot 2 to be known as Flat 2 Tithe Court Glebelands Road Wokingham Berkshire as the same is more particularly described in the Second Schedule
THE TERM	150 years from and including the 25th March 1995
THE PREMIUM	ONE HUNDRED & SEVEN THOUSAND FIVE HUNDRED POUNDS (£107,500)
THE GROUND RENT	ONE HUNDRED POUNDS (£100) per annum
THE INITIAL SERVICE CHARGE	SEVEN HUNDRED & SIXTY FIVE POUNDS & TWENTY FOUR PENCE (£765.24) per annum
THE SERVICE CHARGE PERCENTAGE	5.088% per annum

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THIS LEASE made on the date stated in the Particulars

BETWEEN (1) the Lessor (2) the Management Company and (3) the Lessee named in the Particulars

WITNESSETH as follows:-

1. DEFINITIONS

IN this Lease where the context so admits the following expressions shall have the following meanings:-

1.1 "The Accounting Period" means the period of time in respect of which maintenance expenses have been paid or become due The first accounting period shall run from the First day of the month in respect of which the Management Company shall have begun to incur maintenance expenses charged to the Maintenance Fund and shall end on such date as the Management Company shall select Subsequent accounting periods shall end on the 31st day of December next after the end of the preceding accounting period or such other date as the Management Company may from time to time select

1.2 "Adjoining Premises" includes the remainder of the Building (other than the Premises) and each part thereof and also includes neighbouring premises

1.3 "Apparatus" means satellite dishes radio and television receivers lifts lift machinery and apparatus central heating air conditioning ventilation (if any) and hot water boilers apparatus and installations sanitary and water apparatus fire alarm and fire detection apparatus and installations and any security systems (including close circuit television and audio entry systems) and any other apparatus intended for use in common by or for the benefit of two or more occupiers of the Building or the Estate

1.4 "Advance Payment" means a payment in advance to be determined by the Management Company on account of the Service Charge for an Accounting Period

1.5 "the Building" means the premises referred to in the Particulars and more particularly described in the First Schedule hereto and references to the Building shall include any part or parts thereof

1.6 "the Common Parts" means Firstly any gardens grounds accessways forecourt drives yards areas paths parking spaces boundary walls fences hedges (but not the boundary structures surrounding any patio) and Secondly the exterior and the structure of the Building including its foundations roof (including roof structure and coverings) party walls external walls external window frames (but not the window glass) internal load-bearing walls its main columns beams timbers slabs joists or frame entrances entrance halls lifts (including lift shafts) stairs passageways landings

lift motor rooms plant rooms boiler rooms refuse bin store but nevertheless excluding (save where within or giving onto the Common Parts):-

- 1.6.1 the glass in the doors and windows in those external walls
- 1.6.2 any internal plaster painting or other decorative finishes
- 1.6.3 any false ceilings or walls raised floors and ceiling wall or floor boarding tiles or coverings

and Thirdly any other parts of the Building available or intended to be available either for the provision of services to any part of the Estate or for use in common by or to two or more of the Lessor's lessees of the Building or their premises

1.7 "Conducting Media" means tanks pipes wires cables meters drains sewers gutters ducts shafts vents and other things of a like nature for the passage of air electricity gas water soil telecommunications and the transmission and reception of electronic signals and the provision of any other services

1.8 "the Premises" means the premises referred to in the Particulars and more particularly described in the Second Schedule and each and every part thereof and all appurtenances belonging thereto

1.9 "the Estate" means the development comprising flats parking spaces communal grounds accessways forecourts and drives now or formerly comprising the land within the Title Number referred in the Particulars together with any adjoining or neighbouring land now or at any time within the period of 21 years from the date hereof acquired by the Lessor and reference to the Estate shall be deemed to include reference to the Building

1.10 "the flats" means the flats together with the patios (if any) forming part of the Estate of which the Lessor intends to grant leases and "flat" shall have the corresponding meaning

1.11 "the Ground Rent" has the meaning ascribed to it in the Particulars

1.12 "the Initial Service Charge" has the meaning ascribed to it in the Particulars

1.13 "the Internal Decoration Years" means every seventh year of the Term calculated from the Term Commencement Date

1.14 "Interest" (except where expressly provided otherwise) means interest at the at the rate of 4% over the base rate of Royal Bank of Scotland plc (or such other

London Clearing Bank as the Lessor may from time to time nominate in writing) from time to time prevailing

1.15 "the Insured Risks" means fire lightning explosion impact aircraft earthquake riot civil commotion storm tempest or flood bursting or overflowing of water tanks boilers apparatus or pipes and such further or other risks or perils (if any) as the Management Company may from time to time deem it prudent to insure and have insured the Estate (with or without other premises) against

1.16 "the Lessee" means the party named as the Lessee in the Particulars and includes the successors in title and assigns of the Lessee and in the case of an individual his personal representatives.

1.17 "the Lessor" means the party named as the Lessor in the Particulars and includes the person or persons from time to time entitled to the reversion immediately expectant on the Term

1.18 "Maintenance Charge" means the costs charges and expenses incurred by the Management Company in respect of the Estate in carrying out all or any of its obligations under Part I of the Seventh Schedule and any amount charged to the Maintenance Fund by the exercise by the Management Company of its powers under Part II of the said Seventh Schedule

1.19 "Maintenance Fund" means the sum held by the Management Company on account of the Maintenance Charge

1.20 "the Management Company" means the party named as the Management Company in the Particulars and includes the successors in title to the Management Company

1.21 "Particulars" means the description and terms appearing in the Lease Particulars and which form part of this Lease

1.22 "Plan No. 1" and "Plan No. 2" means the Plans numbered 1 and 2 annexed hereto

1.23 "the Planning Acts" means the Town and Country Planning Acts 1990 The Planning and Compensation Act 1991 and all other statutes from time to time imposing controls on the development and/or use of land together with all orders instruments plans regulations permissions consents and directions made or issued thereunder or derived therefrom for the time being and from time to time in force together with all secondary legislation arising therefrom

1.24 "Services" means water soil gas electricity telephones and entryphone services electrical impulses signals and light passing through the Conducting Media

1.25 "the Service Charge" means the sum equal to the Service Charge Percentage of the Maintenance Charge payable by the Lessee pursuant to Part I of the Sixth Schedule

1.26 "the Service Charge Percentage" means the percentage referred to in the Particulars or such other percentage as the Management Company may reasonably determine from time to time and payable pursuant to the provisions of Part I of the Sixth Schedule

1.27 "Supplementary Advance Payment" means a payment on account of the Service Charge for an Accounting Period in addition to the Advance Payment when the Management Company shall reasonably determine that the Advance Payment together with the payments made by the other flat owners and the Lessor (if liable) is or may be insufficient for the Accounting Period to which it relates

1.28 "the Term" means the term of years stated in the Particulars

1.29 "the Term Commencement Date" means the date specified as such in the Particulars

1.30 "this Lease" means this Lease and any document which is supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof

1.31 "VAT" means Value Added Tax and any other tax of a like nature

2. INTERPRETATION

In this Lease where the context so admits:-

2.1 references to clauses and schedules are to clauses and schedules of this Lease

2.2 reference (whether general or specific) to any Act of Parliament means such Act of Parliament as from time to time amended extended modified re-enacted or replaced by statute and includes all orders directions and regulations from time to time in force made or issued thereunder and in addition any legislation of the European Union directly applicable to the United Kingdom

2.3 words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular shall include the plural and vice versa and words importing persons and all references to persons shall include companies corporations and firms and vice versa

2.4 where any party to this Lease (other than the Lessor) comprises more than one person the covenants contained in this Lease which are expressed to be made by such party shall be deemed to be and shall be construed as covenants entered into by and binding on such persons jointly and severally

2.5 any covenant by the Lessee not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done

2.6 neither the index hereto nor any titles or headings appearing herein shall affect the construction or interpretation of this Lease

2.7 where any internal wall of any flat is common to any adjoining flat it shall be a party wall and repaired as such

3. DEMISE AND RENTS

In consideration of the Premium paid by the Lessee to the Lessor (receipt of which the Lessor acknowledges) and of the rents hereinafter reserved and of the covenants on the part of the Lessee and the conditions hereinafter contained the Lessor HEREBY DEMISES unto the Lessee with Full Title Guarantee (save as hereinafter modified) the Premises TOGETHER WITH the rights set out in the Third Schedule in common with the Lessor and the Management Company the owners and occupiers of the remainder of the Estate and others entitled to the like rights BUT EXCEPT AND RESERVED the rights set out in the Fourth Schedule for the benefit of the Lessor the Management Company and the owner and occupiers of the remainder of the Estate and others entitled to the like rights AND SUBJECT TO the matters referred to in the Charges Register of the Title Number referred to in the Particulars TO HOLD the same unto the Lessee for the Term paying therefor Firstly the Ground Rent in advance on the 25th March each year Secondly the Maintenance Charge and Thirdly Interest where payable under the terms of this Lease

4. LESSEE'S COVENANTS

The Lessee HEREBY COVENANTS with the Lessor and as a separate covenant severally with the Management Company and with the lessees of the other flats as follows:-

4.1 PAYMENT OF RENT

To pay the rents hereby reserved at the times and in the manner provided without any deduction

4.2 TO PAY OUTGOINGS

To pay and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by statute or otherwise and whether of a National or Local character) now or at any time during the Term payable in respect of the Premises or any part thereof or on the occupier of the Premises or in respect of the right to park motor vehicles (if any) and whether or not required to be paid by the Lessee himself

4.3 REPAIR AND DECORATION

- 4.3.1 To the satisfaction in all respects of the Lessor to keep the Premises (other than any balcony railings but including any patio and all parts thereof) all party walls and all fixtures and fittings therein and all additions therein in a good and substantial state of repair decoration and condition including the renewal and replacement of all worn or damaged parts and to maintain and uphold and wherever necessary for whatever reason rebuild reconstruct and replace the same (damage by fire and other risks covered by the policy of insurance maintained by the Management Company in accordance with the covenant on its part hereinafter contained only excepted PROVIDED that the insurance money has not become irrecoverable through any act or default of the Lessee) and to yield up the same at the termination of this demise in such good and substantial state of repair decoration and condition as aforesaid and in all respects in accordance with the terms of this covenant
- 4.3.2 The Lessee shall before carrying out any works to the Premises which might affect any other flat give reasonable notice (except in case of emergency) to the owner or occupier of such other flat and forthwith to make good all damage thereby caused
- 4.3.3 To paint so often as occasion requires and in any case in the Internal Decoration Years and also in the last three months of the Term (howsoever terminated) with two coats of good quality paint in a workmanlike manner all the wood metal and other parts of the interior of the Premises usually or which ought to be painted (but not the exterior of the door giving access to the Premises nor any balcony railings) and in addition to grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and repaper the parts now or usually papered with good quality paper
- 4.3.4 To clean the interior and exterior of the windows of the Premises as often as may be necessary to keep the appearance of the Premises to a good standard

4.4 RIGHT OF ENTRY

To permit the Lessor and the Management Company and their respective servants and agents with or without workmen at reasonable times to enter upon the Premises to examine the state and condition thereof and thereupon the Lessor or the Management Company as the case may be may serve upon the Lessee notice in writing specifying any repairs or redecoration necessary to be done and the Lessee shall within two months after service of any such notice (or sooner if requisite) execute the repairs therein specified according to the covenants on that behalf hereinbefore contained and if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained relating to the repair or redecoration of the Premises it shall be lawful for the Lessor or the Management Company to enter upon the Premises or any part thereof and to execute any repairs and decorations as to which default has been made and the cost thereof shall be a debt due from the Lessee to the Lessor or the Management Company as the case may be and be forthwith recoverable by action

4.5 ALTERATIONS

Not to make or permit or suffer to be made any additions or alterations to the Premises nor to alter the external appearance of the windows except in each case with prior consent in writing of the Lessor and in accordance with plans elevations sections and specifications previously approved in writing by or on behalf of the Lessor AND the Lessee shall on demand pay all the fees incurred by or charged by the Lessor in relation to considering the grant of any such approval and shall comply with the provisions of any Statutory Order applicable thereto and to the building regulations and planning regulations and requirements of any competent Authority PROVIDED that the Lessor may refuse consent in the event of the proposed works rendering the Lessor liable for any monetary payments by way of tax or otherwise

4.6 PAYMENT OF LESSORS COSTS

To pay all expenses (including Solicitors' costs and Surveyors' fees) properly incurred by the Lessor:-

- 4.6.1 in contemplation of or incidental to the preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court or arising from any action taken by the Lessor as a result of any breach of the covenants on the part of the Lessee herein contained

- 4.6.2 in connection with the collection of any arrears of rent or other monies payable to the Lessor by the Lessee under the terms of this Lease and any interest payable thereon
- 4.6.3 in respect of any application for consent required by this Lease whether or not such consent be granted or proffered subject to any lawful qualification or condition or whether the application be withdrawn
- 4.6.4 in the abatement or attempted abatement of a nuisance and in the execution of all works as may be necessary for abating a nuisance in obedience to a notice served by a local or other competent authority
- 4.6.5 in or in contemplation of the enforcement of any of the Lessee's covenants and the conditions contained in this Lease

4.7 NUISANCE

Not to do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or cause damage to the owner or occupier of any other flat or to neighbouring owners or whereby any insurance for the time being effected on the Estate or any part thereof may be rendered void or voidable or whereby the insurance premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent Authority

4.8 PLANNING

- 4.8.1 Not to do or permit or suffer to be done any act or thing on or in respect of the Premises which contravene the provisions of the Planning Acts or any of them and keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 4.8.2 Immediately to supply to the Lessor and the Management Company a copy of any permission notice order or assessment or any proposal for any of them received by the Lessee from any local or other competent authority and also without delay at his own cost to take all reasonable or necessary steps to comply with any such notice or order so far as such steps fall within the obligations of the Lessee hereunder and also to make or join with the Lessor and/or the Management Company in making such objection representation or appeal against or in respect of any permission notice order or assessment or such proposal as the Lessor and/or the Management Company may reasonably require

4.9 RIGHT OF ENTRY IN RESPECT OF ADJOINING PREMISES

To permit the Lessor the Management Company and the owners of other flats to have access to and enter upon 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 and similar to those contained herein

4.10 REGULATIONS

4.10.1 To observe at all times hereafter the restrictions and regulations referred to in the Fifth Schedule

4.10.2 To comply with and observe any reasonable regulations which the Management Company or the Lessor may make in relation to the Building or the Estate or the Common Parts consistent with the provisions of this Lease to govern the use of the Building the Estate and the Common Parts respectively to preserve their character and amenities

4.11 KEEP APPARATUS AND CONDUCTING MEDIA CLEAN

To keep all sinks baths showers lavatories and waste and soil pipes on the Premises clean and unblocked and shall not permit refuse to be thrown therein and shall keep all water pipes within the Premises protected from frost and shall be responsible for such damage to the Estate through the bursting or overflowing or stopping up of such pipes fixtures and fittings or of the pipes and services used in common by the Lessee and the Lessor or the owners or occupiers of any of the other flats or other injury thereto as may be occasioned by the negligence of the Lessee

4.12 ENCROACHMENTS AND EASEMENTS

Not to obstruct any windows or Conducting Media serving the Premises nor to permit any encroachment or easement to be made into against upon or over the Premises and if any person attempts to make any encroachment or acquire any easement to give notice in writing to the Lessor and the Management Company immediately the Lessee becomes aware of it and to do and join with the Lessor and/or the Management Company in doing everything that may be necessary or desirable to prevent any new encroachment or easement being made or acquired

4.13 NOTICE OF DEFECTS

To give notice in writing immediately to the Lessor and the Management Company of any defect or default of which the Lessee becomes aware which it is the Lessor's and/or the Management Company's responsibility to rectify under this Lease or which

might give rise to a duty or liability on the part of the Lessor or the Management Company to third parties or to the Lessee

4.14 INDEMNITY

To keep the Lessor and the Management Company indemnified against all actions proceedings losses liabilities costs damages expenses claims and demands arising out of or resulting from:

- 4.14.1 any breach or non-observance of the Lessee's covenants contained in this Lease; and
- 4.14.2 any act omission or default of the Lessee or anyone living at or visiting the Premises

5. LESSEES FURTHER COVENANTS

The Lessee HEREBY COVENANTS with the Lessor and separately with the Management Company:-

5.1 MAINTENANCE CHARGES

To observe and perform the stipulations and obligations in respect of the payment of the Maintenance Charge on the part of the Lessee set out in the Sixth Schedule

5.2 ALIENATION

- 5.2.1 Not to assign transfer sublet or part with the possession of a part only of the Premises as distinguished from the entirety thereof
- 5.2.2 Not to assign or transfer the entirety of the Premises unless contemporaneously with such assignment or transfer:-
 - 5.2.2.1 the assignee or transferee becomes a shareholder in the Management Company and
 - 5.2.2.2 the assignee or transferee executes a Deed of Covenant with the Lessor and the Management Company respectively in the form set out in the Eighth Schedule
 - 5.2.2.3 within 28 days of every Assignment Underlease Grant of Probate or Administration Assent Transfer Mortgage Charge Discharge Order of Court or other event or document relating to the term to give notice thereof in writing to the Solicitors for

the Lessor and the Management Company respectively for the purpose of registration together with a certified copy of the instrument or document concerned and for such registration whether covering one or more events or documents to pay to each of such Solicitors such fees as shall from time to time be reasonable PROVIDED that such fee shall not be less than £20 (plus VAT) for each registration

- 5.2.2.4 To pay the Lessor's and the Management Company's solicitors reasonable legal costs and the Lessor's and the Management Company's reasonable management fee in connection with giving any consents under this Lease or dealing with any Certificate or Deed of Covenant whether the matter proceeds or not

5.3 VALUE ADDED TAX

To indemnify the Lessor and the Management Company against VAT or any similar tax replacing the same at the current rate from time to time on any sums due to the Lessor or the Management Company hereunder

5.4 MATTERS AFFECTING THE REVERSION

To indemnify and keep indemnified the Lessor against all costs claims actions or demands arising through any future breach or non-observance by the Lessee of the covenants contained in the Charges Registers of the Title Number referred to in the Particulars

6. MANAGEMENT COMPANY'S COVENANTS

The Management Company HEREBY COVENANTS with the Lessee and separately with the Lessor:-

- 6.1 that the Management Company will observe and perform the obligations on its part set out in Part I of the Sixth Schedule and the obligations imposed upon the Management Company by Part I of the Seventh Schedule

- 6.2 to enforce by whatever action the Management Company may in its absolute discretion decide the covenants on the part of the other lessees contained in the leases of the other flats upon the reasonable request of the Lessee subject strictly to the Lessee first providing security for any costs and expenses involved and otherwise indemnifying the Management Company against any such costs and expenses

7. RIGHTS GRANTED TO MANAGEMENT COMPANY

The Lessor hereby grants to the Management Company the right to enter upon the Estate with or without workmen and appliances to undertake and carry out its obligations and duties hereunder

8. THE POWERS OF THE MANAGEMENT COMPANY

The powers set out in Part II of the Seventh Schedule are reserved to the Management Company

9. LESSOR'S COVENANTS

The Lessor HEREBY COVENANTS with the Management Company and as a separate covenant with the Lessee:-

9.1 LESSOR'S OBLIGATIONS

That the Lessor will observe the obligations on its part set out in Part II of the Sixth Schedule PROVIDED that the Management Company HEREBY COVENANTS with the Lessor that the Management Company will observe and perform every covenant or obligation on the part of the Management Company for the benefit of the Lessor in this Lease contained

9.2 QUIET ENJOYMENT

The Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Premises for the term without interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor

10. PROVISOS

PROVIDED ALWAYS and it is hereby agreed and declared:-

10.1 FORFEITURE

If any of the covenants on the part of the Lessee herein contained are not observed and performed or if the rents hereby reserved shall remain unpaid for more than twenty one days after becoming due (whether formally demanded or not) then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely terminate but without prejudice to any right of action or remedy of the Lessor in respect of any

breach of the covenants stipulations obligations or restrictions on the part of the Lessee herein contained

10.2 MANAGING AGENTS

The Lessor and the Management Company shall respectively be at liberty to employ managing agents or other professional advisers to discharge the Lessor's and the Management Company's respective duties under these presents and whenever the duties of the Lessor or the Management Company have been delegated to managing agents or other professional advisers the Lessee shall be entitled and required to accept their requirements in discharge of the Lessor's and the Management Company's duties (as the case may be) as being the requirements under this Lease of the Lessor or the Management Company itself

10.3 NOTICES

Where any notice requires to be served under this Lease Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply and every notice required to be given shall be in writing

10.4 CESSER OF RENT

If the Premises are damaged or destroyed by any peril against which the Management Company shall have insured pursuant to its obligation in that regard herein contained so as to be unfit for occupation and use then so long as the policy of insurance for the time being in force shall not have been vitiated or payment of the policy money withheld or refused in whole or in part by reason of any act default or omission of the Lessee or any underlessee licensee or visitor the rent hereby reserved or a fair proportion according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for occupation and use

10.5 ENTRY OF RESTRICTION

The parties hereto apply to the Chief Land Registrar to enter in the Proprietorship Register a restriction against the title of the Premises that except under an order of the Registrar no transfer assignment or other disposition by the proprietor of the Premises or his personal representatives is to be registered unless accompanied by a certificate signed by a director of the Management Company that such transfer assignment or other disposition does not contravene any of the terms of this Lease

10.6 VARIATION OF PARKING SPACES

The Lessor shall have the right to vary the parking space referred to in the Third Schedule and means of access thereto upon serving not less than two weeks written notice on the Lessee

10.7 MODIFICATION OF IMPLIED COVENANTS

It is hereby declared that:-

- 10.7.1 for the purpose of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Lessee
- 10.7.2 the covenants implied into this Lease by Section 3(1) of the 1994 Act by virtue of the Lessor granting this Lease with full title guarantee shall be modified so that it shall not be implied thereby that the Premises are let free from all or any of the following incumbrances:-
 - 10.7.2.1 all the matters referred to in the Property and Charges Registers of the title above mentioned
 - 10.7.2.2 all local land charges whether or not registered before the date of this Lease and all matters capable of registration as local land charges or on any other public register whether or not actually registered
 - 10.7.2.3 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Lease
 - 10.7.2.4 all actual or proposed charges notices orders restrictions agreements conditions directions or other matters arising under town and country planning legislation
 - 10.7.2.5 all overriding interest (as defined in Section 70(1) of the Land Registration Act 1925)
 - 10.7.2.6 all easements quasi-easements rights exceptions or other similar matters whether or not apparent from inspection or disclosed in any of the documents deduced to the Lessee

IN WITNESS whereof the parties hereto have executed this instrument as their Deed and it shall be deemed to be delivered on the day and year first before written

THE FIRST SCHEDULE
(The Building)

ALL THOSE premises known as Tithe Court Glebeland Road Wokingham Berkshire as the same is registered under the Title Number referred to in the Particulars with freehold Title Absolute

THE SECOND SCHEDULE
(The Premises)

ALL THAT the flat being Plot 2 and to be known as Flat 2 Tithe Court Glebelands Road Wokingham Berkshire situate on the Ground floor of the Building and shown edged red on Plan No 1 TOGETHER with the ceilings and the coverings of the floor slab of the flat all windows and window frames all internal walls and the surface finishes of any balcony or balconies comprising part of the flat and the patio and boundary structures surrounding the patio comprising part of the flat PROVIDED FURTHER that where a flat is situate on the top floor of the Building the demise shall include the whole of the ceiling the joists and the floor above the same and the roof void coextensive therewith and the cold water and central heating headertanks (if any) solely serving the Premises in the roof void and any partition walls in the roof void AND TOGETHER with all Conducting Media used solely for the purpose of the flat

THE THIRD SCHEDULE
(Rights included in the demise)

1. A right on foot only (save for the use of the drives forecourts and accessways forming part of the Common Parts where the right shall be with or without vehicles) upon the Common Parts for access to and egress from the Premises and a right on foot only over and upon any other flats and the Common Parts at reasonable times and upon reasonable notice (except in emergency) as are necessary for the proper performance of the Lessee's obligations hereunder the Lessee making good all damage caused thereby
2. The right of free and uninterrupted passage and running of the Services from and to the Premises through the Conducting Media forming part of the Common Parts and the other flats
3. The right to connect into the Conducting Media on the Estate and to use the Apparatus in the Building and on the Estate

4. All rights of support now enjoyed by the Premises in over or in respect of any other parts of the Building
5. The right to use the refuse bin store on the Estate for disposal of refuse and the right of access to and egress from the refuse bin store with or without vehicles as appropriate over the Common Parts
6. The benefit of any covenants entered into or hereafter to be entered into by the owners of other flats with the Lessor and the Management Company so far as such covenants are intended to benefit the Premises or the Lessee and so far as the benefit thereof can in law accrue to the Premises or the Lessee
7. The exclusive right to use the parking space Nos U & V shown edged blue on Plan No 2 or such other parking spaces as the Lessor shall from time to time notify in writing to the Lessee as being the parking spaces allocated for the exclusive use of the Lessee for the purposes of parking one private motor vehicle only [in each parking space]
8. The right to pass and repass for the purposes only of access to and egress from the parking spaces mentioned in paragraph 7 above with or without private motor vehicles over the drives forecourts and accessways forming part of the Common Parts
9. PROVIDED that in relation to the rights granted under paragraphs 1, 2, 5 and 8 above the Lessor may restrict temporarily the rights granted in order to divert connect onto or excavate any of the drives footpaths, accessways forecourts and Conducting Media

THE FOURTH SCHEDULE
(Rights to which the demise is subject)

1. The right to the free and uninterrupted passage and running of the Services from and to the Common Parts and the other flats by means of the Conducting Media passing through the Premises and serving the Estate
2. Such rights of access to and entry upon the Premises (including access to the roof void and roof through any ceiling trap door) at reasonable times and upon reasonable notice (except in emergency) as are necessary for the proper performance of the obligations of the Lessor the Management Company and other lessees hereunder or under covenants relating to other flats and similar to those herein contained the person or persons entering making good all damage thereby caused

3. The right to enter upon the Premises for the purposes of examining the state and condition thereof and executing any repairs and decorations requiring to be done in accordance with the Lessor's and the Management Company's respective covenants in that behalf herein contained
4. The right to take leads through or over the Premises for the purpose of connecting the Apparatus in any other part of the Building and/or the Estate
5. All rights of support and other easements and all quasi easements rights and privileges now enjoyed or intended to be enjoyed by the Estate in over or in respect of the Premises
6. The right to build upon or develop any adjoining or neighbouring land and the Estate provided that the right of light and air and any other right herein granted is not materially affected
7. The right to enforce the covenants herein contained on the part of the Lessee by the owners of other flats so far as such covenants are intended to bind the Premises

THE FIFTH SCHEDULE

(Restrictions and Regulations imposed in respect of Premises)

1. Not to use the Premises or suffer or permit the same to be used for any purpose whatsoever other than as a single private residential unit for the occupation of one household only but so that this shall not prevent the entertainment of occasional guests or the engagement by the owner of the Premises of a resident companion nor the underletting of the Premises when the owner of the same is not resident therein
2. Not to use the parking space (if any) other than for private car parking for the use only of occupiers of the Premises and not to use or permit the same to be used for the parking of any commercial vehicle boat caravanette caravan or trailer nor to park or allow to be parked upon the parking space any vehicle which is not roadworthy or does not have a current vehicle licence
3. Not to use the Premises or any part thereof for any illegal or immoral purpose
4. At all times to take such steps in relation to the composition or covering of the floors of the Premises as the Lessor or the Management Company may reasonably require having regard to the peace and quiet of occupants of other flats

5. Not to permit any singing or instrumental music (howsoever produced) or the operation of radio video machines record players or television sets in the Premises to be a nuisance annoyance or disturbance to any other flat occupier at any time
6. Not to permit or suffer any auction to be held on the Premises
7. Not without the consent in writing of the Management Company (which may be withdrawn entirely at the Management Company's discretion) to bring or keep upon the flat any animal bird reptile or pet whatsoever and shall forthwith upon demand remove from the Premises any such animal bird reptile or pet in respect of which there shall not be a subsisting consent
8. Not to paint or decorate the exterior walls and paintwork of the Building (including the exterior of the window frames) or the exterior of the door to the Premises
9. Not to effect any insurance on the Premises or any part thereof without the consent in writing of the Lessor and the Management Company other than the Lessee's contents and tenant's fixtures and fittings insurance
10. Not to allow clothes or other articles to be hung from the windows of the Premises or allow clothes or other articles to be hung out on any part of the Premises or the Estate so as to be visible to the owner or occupier of any other flat
11. Not to beat any carpet mat or cloth from the windows or doors of the Premises nor cause any damage to the lawns or gardens nor pick nor damage any flowers trees shrubs or plants upon any parts of the Estate
12. Not to park keep or leave nor allow to be kept any vehicle trailer or chattel on any part of the Common Parts in such a way as to cause obstruction to the entrances driveways or paths of the Estate and not otherwise to cause or permit obstruction of any of the interior entrance halls corridors stairs and landings of the Building
13. Not to place or display on the outside walls doors or windows of the Premises or within the Premises so as to be visible from outside the Building any advertisement or notice of any description without the approval of the Lessor first having been obtained and to comply strictly with any conditions subject to which any such approval may be given and any regulations for the time being applicable thereto
14. Not to place or erect on the exterior of the Premises or on the Common Parts any wire aerial dish or pole for use in connection with radio or television or any other purpose whatsoever

15. To secure the doors to the Building and the security gates to the Estate after using the same

THE SIXTH SCHEDULE

Part I

(Liability of the Lessee)

1. The Lessee shall in respect of every Accounting Period not expired before the date of this Lease pay the Service Charge which shall equate to the Service Charge Percentage of the Maintenance Charge in the manner and subject as hereinafter mentioned
2. The Lessee shall on the date of this Lease pay a proportionate part of the Initial Service Charge comprising the Advance Payment and the Supplementary Advance Payment (if any) applicable to the Accounting Period then current
3. The Lessee shall further on every succeeding 1st day of January pay to the Management Company the full amount of the Advance Payment (without deduction) for the Accounting Period then commencing or current and shall further pay the full amount (without deduction) of every Supplementary Advance Payment demanded in respect of any Accounting Period within twenty-one days of demand therefor
4. As soon as may be after the end of every Accounting Period the Management Company shall cause to be supplied to the Lessee a statement showing the total Maintenance Charge relating to that period the amount of the Service Charge for that period the amounts paid by the Lessee on account therefor and accordingly the amount by which the Lessee is in debit or in credit in respect of that Accounting Period
5. Provided that in respect of the Accounting Period current at the date of this Lease the Lessee shall be debited on such statement with a proportion only of the Maintenance Charge
6. If any such statement shows a balance due from the Lessee the Lessee shall pay such balance to the Management Company within fourteen days of demand
7. Where any such statement shows an excess paid by the Lessee for the Accounting Period to which it relates then if the date of this Lease is within such Accounting Period the excess shall be refunded by the Management Company or at the Management Company's option shall be deducted from payments subsequently becoming due from the Lessee
8. Subject to the foregoing paragraph unexpended moneys paid by the Lessee under this Schedule shall be held by the Management Company towards future

Service Charges and shall be repayable to the Lessee who shall nevertheless not be entitled to call for repayment so long as the retained amount is reasonably required for the purposes aforesaid and is identified (with or without similar moneys belonging to other lessees) in the books of account of the Management Company

9. The Management Company shall have power (but not obligation) to divide the Advance Payment into two or more payments to be made on such dates within the relevant Accounting Period as the Management Company shall decide

10. The Lessee shall in addition to the Service Charge pay upon demand to the Management Company or whomsoever it may direct the Service Charge Percentage of the cost of insuring the Estate and the Building together with all other necessary insurances the first payment from the date of this Lease to the next renewal date of the insurance policy or policies to be further apportioned on a day to day basis

11. Without prejudice to every other right or remedy of the Management Company IT IS EXPRESSLY DECLARED that where the Lessee for the time being is an assignee of this Lease and not the original grantee such Lessee shall forthwith upon demand pay to the Management Company all arrears of Service Charges Advance Payments or Supplementary Advance Payments insurance contributions and all other payments applicable to the Lessee or the Premises and that the obligations in this paragraph shall be absolute and shall not be affected by any failure delay mistake forbearance or concession on the part of the Management Company and that it shall be the responsibility of an assignee to determine and settle as between himself and his assignor whether there are any amounts which ought to be paid by his assignor and to recover the same from his assignor

12. If and so often as any statement is found to contain an error the Management Company shall have power to submit a revised statement and the Lessee shall be bound thereby

Part II
(Liability of the Lessor)

1. The Lessor shall contribute and pay to the Management Company:-

1.1 The difference between the proportion of the Maintenance Charge payable by the Lessee for the Accounting Period current at the date of this Lease and the full Service Charge for that period

1.2 In respect of every other flat a similar contribution in respect of the Accounting Period current at the date of this Lease thereof

1.3 In respect of every flat for which no long lease shall have been granted in or before any Accounting Period the whole of the relevant Service Charge to the date upon which a disposal is effected which would have been payable by the lessee of such flat had such flat been leased for the whole of such relevant Accounting Period in similar terms to this Lease PROVIDED:-

1.3.1 That the Lessor shall not be required to contribute to the Service Charge applicable to any flat for or in respect of any Accounting Period subsequent to the Accounting Period current at the date of execution of the first Lease of that flat

1.3.2 Where a Lease of any flat has been executed and the Lessor's liability to contribute has ceased the Lessor's liability shall not be revived in respect of that flat in any circumstances such as forfeiture or surrender of a Lease or any other means by which there shall cease to be a Lease of that flat

2. The Lessor shall until all the flats comprised in the Building have been leased in similar terms to this Lease and shall have been so leased for the whole of an Accounting Period contribute and pay the difference between all insurance contributions due from the Lessee under Part I of this Schedule added to all other insurance contributions payable by other owners under similar provisions and the full amount of the insurance premium or premiums payable under clause 8 of Part I of the Seventh Schedule

3. It being contemplated that the Lessor may (though not so bound) from time to time during the original sale of the flats advance sums to the Maintenance Fund the Management Company shall as soon as calculations permit refund to the Lessor any such sums together with interest thereon at 3% above the Bank of Scotland plc Base Rate from time to time PROVIDED that the Lessor may in writing waive in whole or in part such entitlement to the said refund or interest thereon

4. If at any time the Management Company shall make default in the performance and observance of any of the covenants or obligations imposed upon it hereunder or if the Management Company shall enter into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation) then the Lessor will undertake the performance of all or any of the said covenants and obligations imposed upon the Management Company hereunder and the sums due to the Management Company hereunder shall be paid to the Lessor instead

THE SEVENTH SCHEDULE

Part I

(Obligations of the Management Company)

The Management Company will:-

1. pay all existing and future rates water rates taxes assessments and outgoings now or hereafter imposed or payable in respect of the Common Parts
2. keep the Common Parts the Conducting Media serving the Common Parts and all other fixtures and fittings therein and additions thereto in a good and substantial state of repair decoration and condition including repainting the same and otherwise treating the same as often as shall be prudent and including the maintenance renewal and replacement of all worn or damaged equipment and to keep the same adequately lighted PROVIDED that (i) nothing herein contained shall prejudice the Management Company'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 Management Company or the Common Parts by the negligence or other wrongful act or default of the Lessee or such other person (ii) the Management Company shall be under no liability for any accident or damage caused to person or property (save to the extent if any to which the Management Company may for the time being be insured against the same) by reason of any failure disrepair or inadequacy in the lighting system or any part thereof
3. before repairing any part of the Building or the Apparatus which will affect the Premises and before carrying out any repairs or works to the Common Parts for the carrying out of which it requires access to the Premises give reasonable notice (and except in case of emergency at least forty-eight hours notice) in writing to the Lessee and the Management Company shall on giving such notice be entitled to carry out such repairs or works and 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 done
4. make adequate arrangements for the disposal of refuse
5. maintain repair and keep in working order the Apparatus on the Estate
6. maintain an effective aerial system whereby the lessees of the flats shall have provision for operating their own radio and television receivers
7.
 - 7.1 insure or cause to be insured or treated as insured at all times throughout the term the Estate against the Insured Risks or such other risks as the Management Company may from time to time reasonably decide in the full reinstatement value

including the cost of demolition shoring and removal of debris and an amount to cover architects and other fees Together with such other insurances as may be necessary or expedient to maintain

7.2 when lawful to do so expend all moneys received (other than in respect of loss of rent and third party liability by virtue of any such insurance) in reinstating so far as practicable the Estate after the destruction thereof or any damage thereto

7.3 whenever required to produce to the Lessee and the Lessor the policies of insurance and the receipts for the last premiums therefor

8. to clean as often as the Management Company shall consider necessary the interior and exterior of the windows within the Common Parts and the gutters of all buildings on the Estate

9. Keep the doors to the Building entrance corridors halls stairs landings and passages forming part of the Common Parts cleaned and in good order and repair and properly decorated and (if and where deemed appropriate) properly carpeted

Part II (Powers of the Management Company)

1. Power to create such sinking fund or reserve account as the Management Company may from time to time consider reasonably necessary for the purpose of making provision for depreciation of the Building and for future costs charges and expenses within Parts I and II of this Schedule and to allocate to or pay into such fund or account such sum or sums available out of the Maintenance Fund as the Management Company may consider reasonable and such additional sums (if any) as the Management Company may consider reasonably necessary All moneys paid or allocated under this clause to be held on behalf of the owners of the flats until actually expended

2. Power for the Management Company to take out in the joint names of all persons interested therein a policy of insurance in an insurance office of repute covering liability for injury of persons on the Estate and to pay all premiums for the keeping in force of such insurances the policy or policies of insurance and the receipt for the last premium thereof to be produced to the Lessee on demand

3. Power to employ or engage such persons or firms as are reasonably necessary for the proper maintenance and running of the Estate and to carry out the obligations of the Management Company hereunder

4. Power to enter into contracts and engagements for inspection repair maintenance cleansing and insurance of the Common Parts and the Apparatus and for the hiring of equipment and machinery

5. Power to make publish and display regulations made under this Lease and to affix notices in respect thereof on the Common Parts
6. Power to engage reputable Agents or other professional firms to manage the Estate on behalf of the Management Company
7. Power to charge all expenses fees and costs incurred in or connected with the exercise of the powers herein referred to and for the recovery of any arrears of maintenance charges to and all legal accountancy and other fees incurred in the operation of the Management Company (including fees for matters which an officer of the Management Company could have performed or did perform personally) to the Maintenance Fund
8. Power by notice in writing from time to time to increase the Advance Payment whenever the same shall reasonably appear to the Management Company to be insufficient And also power to require Supplementary Advance Payments to be paid during the course of an Accounting Period
9. Power by notice in writing from time to time to alter the Service Charge Percentage whenever the same shall be deemed reasonably necessary by the Management Company
10. Power so long as no Managing Agents shall be engaged to charge and pay to any person firm or Management Company (including any member or director of the Company) reasonable management fees and proportionately for any part of such period
11. Power to provide such other services as the Management Company acting reasonably may deem expedient or necessary for the purposes of good estate management

THE EIGHTH SCHEDULE
(Deed of Covenant)

T H I S D E E D is made the day of 19 BETWEEN
(1) FAIRBRIAR HOMES LIMITED whose registered office is at Ashby House 64
High street Walton-on-Thames Surrey ("the Lessor") of the first part (2) TITHE
COURT MANAGEMENT LIMITED whose registered office is at Fairbriar House
Thorney Lane Iver Buckinghamshire ("the Company") and (3)
of
("the Assignee")

W H E R E A S

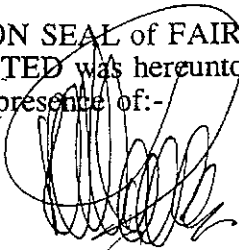
- (1) By a Lease ("the Lease") dated the day of 19
and made between (1) the Lessor (2) the Company and
(3) ("the Original Lessee") ALL THAT the premises
more particularly described in the Lease and known as Flat Tithe Court
Glebelands Road Wokingham Berkshire (hereinafter called "the
Property") were demised to the Original Lessee for the term of 150 years
from the 25th day of March 1995 subject to the covenants and conditions
therein contained
- (2) The Lease contains a covenant by the Lessee not to assign or transfer the
Property without first procuring that the assignee or transferee first
covenants directly with the Company and separately with the Lessor to
observe and perform the covenants on the part of the Lessee contained in
the Lease
- (3) The residue of the term of years granted by the Lease is to be transferred
to the Assignee

N O W T H I S D E E D W I T N E S S E T H as follows:-

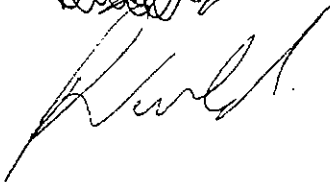
The Assignee and his successors in title hereby covenant with the Lessor and
separately with the Company that as from the date of the transfer to him of the
residue of the term of years granted by the Lease to pay the rent reserved by the
Lease and to observe and perform the covenants and conditions on the part of the
Lessee therein contained

IN WITNESS whereof the Lessee has executed this instrument as his deed the day
and year first before written

THE COMMON SEAL of FAIRBRIAR)
HOMES LIMITED was hereunto)
affixed in the presence of:-)



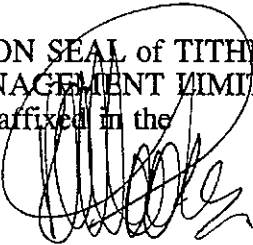
Director



Secretary
DIRECTOR



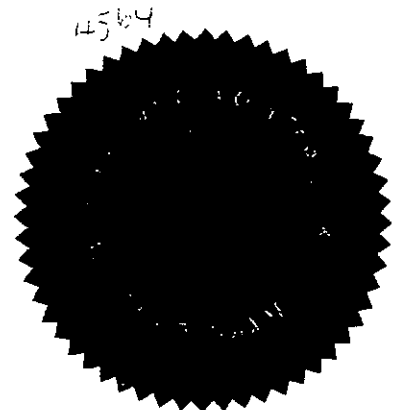
THE COMMON SEAL of TITHE)
COURT MANAGEMENT LIMITED)
was hereunto affixed in the)
presence of:-)



Director



Secretary
DIRECTOR



DATED 23rd. May 1996

- (1) FAIRBRIAR HOMES LIMITED
- (2) TITHE COURT MANAGEMENT LIMITED
- (3) MR. J.G. PARKER & MRS. K.M. PARKER

LEASE

- of -

Plot 2 (Flat 2) Tithe Court
Glebelands Road Wokingham
Berkshire

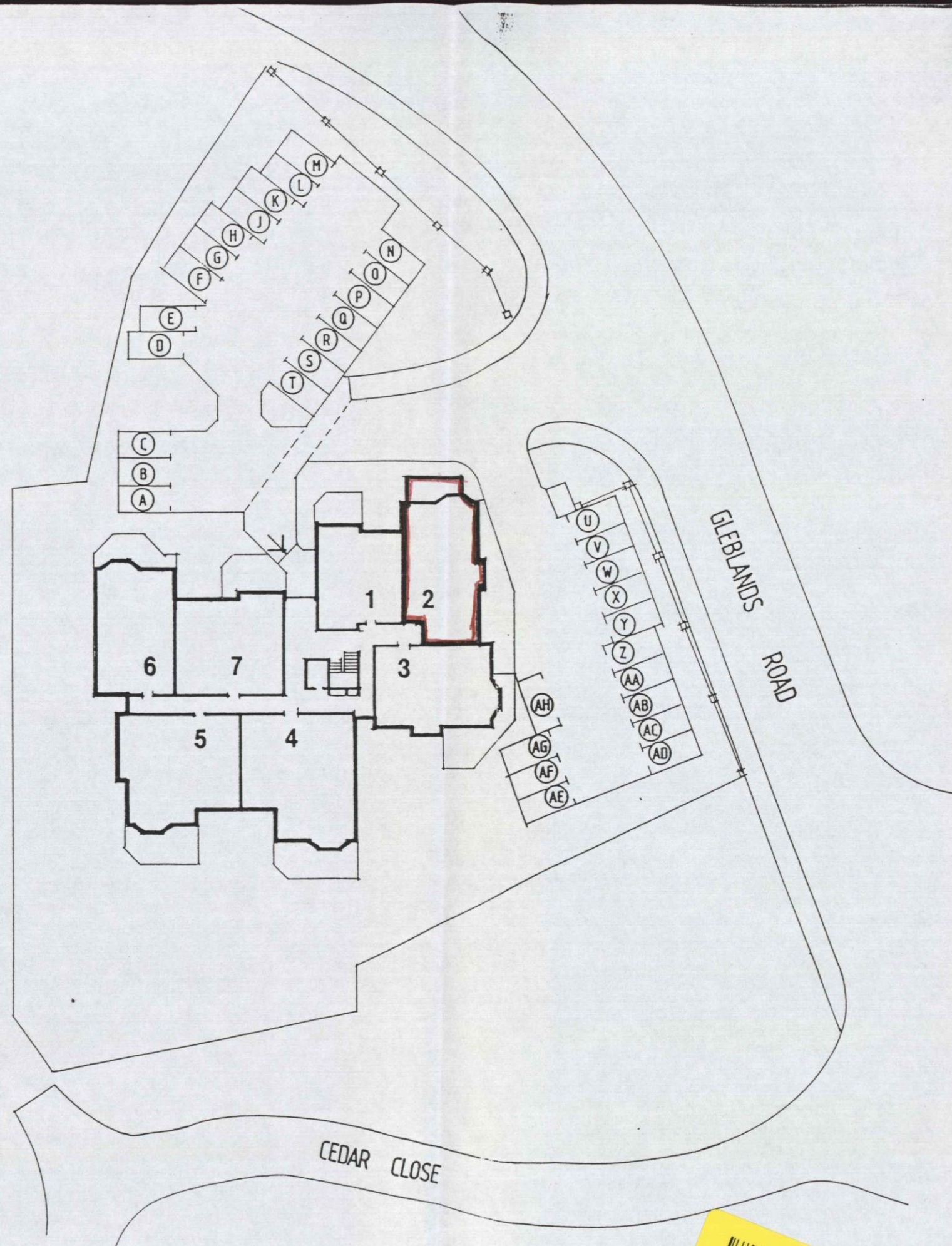
Term: 150 years
Commencing: 25th March 1995

WEDLAKE BELL
16 Bedford Street
Covent Garden
London WC2E 9HF

DX: 40009 Covent Garden

Tel: 0171-379 7266
Fax: 0171-836 6117

Ref: MJA/WB1-10119



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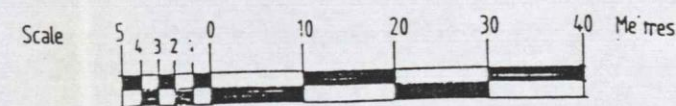
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DIRECTOR

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DIRECTOR

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DIRECTOR

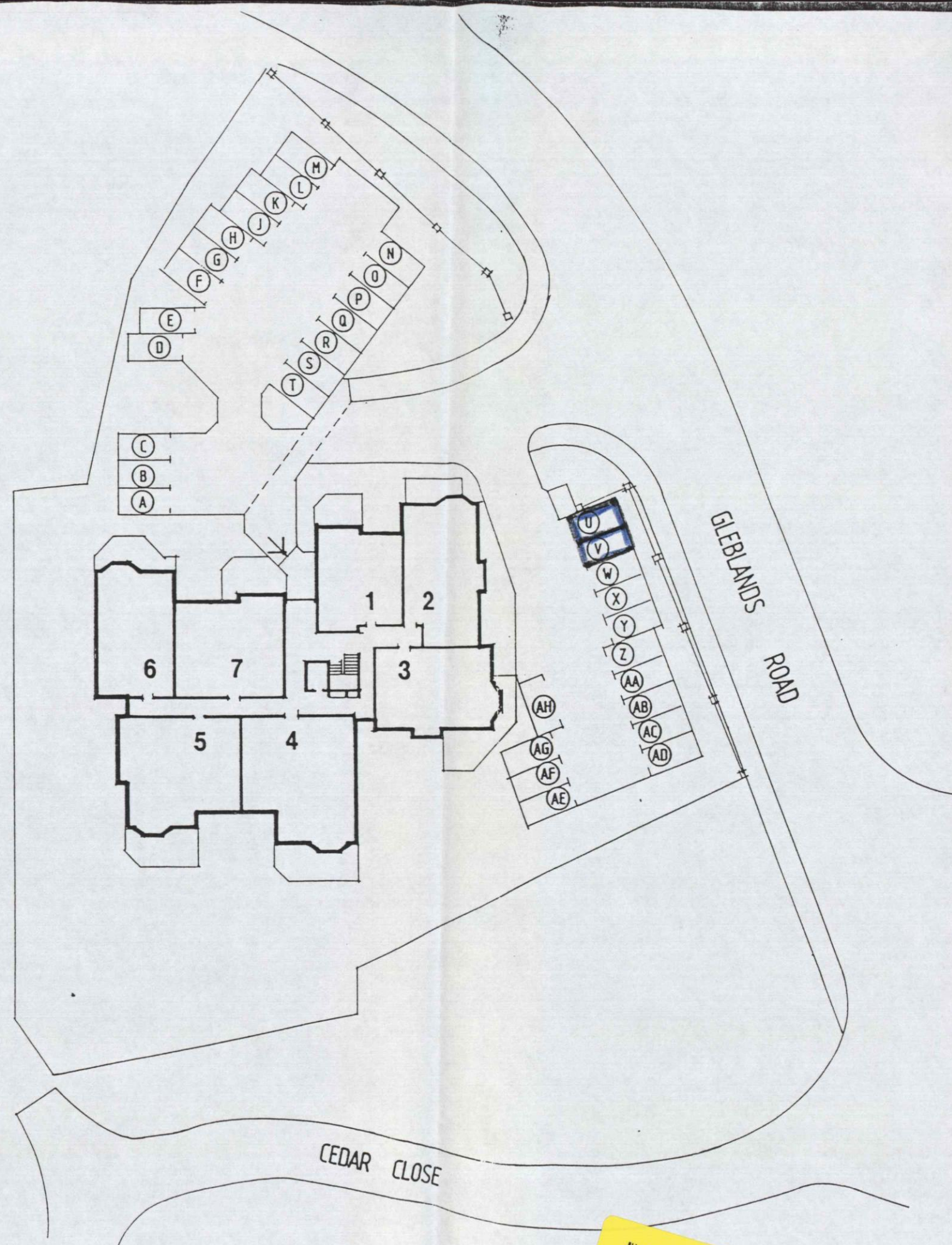
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TITHE COURT
WOKINGHAM

GROUND FLOOR
CONVEYANCE PLAN L1





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DIRECTOR

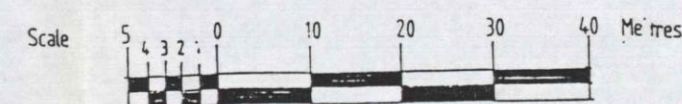
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DIRECTOR

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TITHE COURT
WOKINGHAM

GROUND FLOOR
CONVEYANCE PLAN L1