

DATED 23rd day of March 2011

**(1) PETER LUFF, JUNE MARGARET LUFF and GERALD BERNARD NEWMAN and
DENTON & CO TRUSTEES LIMITED**

(2) MARK DUFFELEN and PENELOPE ANN DUFFELEN

(3) SHARONELLE COURT (WOKINGHAM) MANAGEMENT LIMITED

(4) LUFF DEVELOPMENTS LIMITED

LEASE
relating to
Flat 3 Sharonelle Court Station Road
Wokingham RG40 2AX

PRESCRIBED CLAUSES

LR1. Date of Lease 23rd day of March 2011

LR2. Title numbers BK173814

LR2.1 Landlord's title number BK153524

LR2.2 Other title numbers BK167648 and BK114924

LR3. Parties to the Lease

Landlord

PETER LUFF, JUNE MARGARET LUFF and GERALD BERNARD NEWMAN c/o Ashridgewood Farm, Warren House Road, Wokingham, Berkshire RG40 5RD and **DENTON & CO TRUSTEES LIMITED** of Sutton House Weyside Park Catteshall Lane Godalming Surrey GU7 1XE

Tenant

MARK DUFFELEN and PENELOPE ANN DUFFELEN of Wynards House 1 High Street East Budleigh Devon EX9 7DU

Other parties

SHARONELLE COURT (WOKINGHAM) MANAGEMENT COMPANY LIMITED whose registered office is at Old Chambers, 93-94 West Street, Farnham, Surrey GU9 7EB and **LUFF DEVELOPMENTS LIMITED (Company Registration No: 958763)** whose registered office is at The Granary, Ashridgewood Farm, Warren House Road, Wokingham, Berkshire RG40 5RD

LR4. Property

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

See the definition of "Property" in clause 1.4 of this lease

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

The Term specified in this lease at clause 1.3 in the definition of "New Term"

LR7. Premium

£16,500.00 (Sixteen Thousand Five Hundred Pounds)

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

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

None

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

None

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

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

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

Part II of the First Schedule of the Existing Lease referred to in clause 1.1

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

Part III of the First Schedule of the Existing Lease referred to in clause 1.1 hereof

LR12 Estate rent charge burdening the Property

None

LR13 Application for standard form of restriction

None

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

Joint Tenants

HM LAND REGISTRY
LAND REGISTRATION ACT 2002
LEASE OF WHOLE

County and District	:	Wokingham
Freehold Title Numbers	:	BK153524
Leasehold Title Numbers	:	BK173814
Other Title Numbers	:	BK114924
Property	:	3 Sharonelle Court Station Road Wokingham RG40 2AY

THIS LEASE is made the 23rd day of March 2011

BETWEEN

- (1) **PETER LUFF** and **JUNE MARGARET LUFF** and **GERALD BERNARD NEWMAN** c/o Ashridgewood Farm, Warren House Road, Wokingham, Berkshire RG40 5RD and **DENTON & CO TRUSTEES LIMITED** of Sutton House Weyside Park Catteshall Lane Godalming Surrey GU7 1XE ("the Landlord"); and
- (2) **MARK DUFFELEN** and **PENELOPE ANN DUFFELEN** of Wynards House 1 High Street East Budleigh Devon EX9 7DU ("the Tenant"); and
- (3) **SHARONELLE COURT (WOKINGHAM) MANAGEMENT LIMITED** (Company Registration No: 01396391) of Old Chambers, 93-94 West Street, Farnham, Surrey GU9 7EB ("Company"); and
- (4) **LUFF DEVELOPMENTS LIMITED** (Company Registration No: 958763) of the Granary, Ashridgewood Farm, Warren House Road, Wokingham, Berkshire RG40 5RD (the proprietor of title number BK114924)

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

In this lease:

- 1.1. "the Existing Lease" means a lease dated 30 November 1979 and made between the Company (1) Luff Building Limited (2) and Mona Lewis (3) and registered under title number BK173814 a copy of which is annexed hereto at Schedule I;

- 1.2. "the Term" means a term granted by the Existing Lease;
- 1.3. "the New Term" means a term of 189 years from 25 December 1977;
- 1.4. "the Premises" means the premises described in and demised by the Existing Lease forming part of the Estate;
- 1.5. "the Estate" means all that land and buildings at Sharonelle Court, Station Road, Wokingham as the same is registered under Title Numbers BK114924 and BK153524;
- 1.6. "the Headlease" a lease dated 3 April 1979 and made between Luff Building Limited (1) and the Company (2) for a term of 99 years from 25 December 1977 reserving a ground rent of £630.00 per annum rising to £1,890.00 per annum and insurance rent registered under Title No BK167648;
- 1.7. "the Rent" means the rent reserved by the Existing Lease;
- 1.8. "the New Rent" means the sum of one peppercorn (whether formally demanded or not)
- 1.9. "the Landlord" where the context so admits includes a person for the time being entitled to the reversion immediately expectant on the determination of the Term or the New Term (as appropriate);
- 1.10. "the Premium" means the sum of £16,500.00 (Sixteen Thousand Five Hundred Pounds)
- 1.11. "VAT" means Value Added Tax or any other tax of a similar nature and unless otherwise stated all references to other sums payable by the Tenant are exclusive of VAT;
- 1.12. "the Tenant" where the context so admits includes the Tenant's successors in title or personal representatives administrator or trustee in bankruptcy only;
- 1.13. words importing one gender shall be construed as importing any other gender;
- 1.14. words importing the singular shall be construed as importing the plural and vice versa;
- 1.15. where any party comprises more than one person the obligations and liabilities of that party under this lease shall be joint and several obligations and liabilities of those persons;
- 1.16. save where otherwise stated references to numbered clauses and schedules are references to the clauses and schedules in this lease which are so numbered; and
- 1.17. the clause headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

2. Recitals

- 2.1. The Landlord is the owner in fee simple of the Estate;
- 2.2. The Company is the Tenant under the Headlease;
- 2.3. By the Existing Lease the Premises forming part of the Estate were demised to Mona Lewis for a term of 99 years less 3 days commencing on 25 December 1977 at

an annual ground rent of £30.00 per annum rising to £90.00 per annum plus additional rent;

2.4. The Tenant is proprietor of the Existing Lease;

2.5. The Estate is subject to the Headlease; and

2.6. The Tenant has requested the Landlord to grant a lease of the Premises to them for the New Term on the terms expressed in this lease and the Landlord has agreed to do so on the terms set out in this deed.

3. Demise

In consideration of the Premium now paid by the Tenant to the Landlord (the receipt of which the Landlord hereby acknowledges) the Landlord and the Company demise to the Tenant the Premises on the same terms and with the same rights exceptions and reservations as are expressed in the Existing Lease TO HOLD to the Tenant for the New Term SUBJECT as mentioned in the Existing Lease and SUBJECT to and with the benefit of the Tenant's and Landlord's covenants respectively contained in the Existing Lease and the provisos declarations and conditions contained therein YIELDING AND PAYING to the Landlord the New Rent on the days and in the manner mentioned in the Existing Lease

4. Covenants

4.1 The Landlord, the Company and the Tenant mutually covenant that they will each perform and observe the several covenants provisos and stipulations on their respective parts contained in the Existing Lease as if they were repeated in full in this lease with such modifications only as are necessary to make them applicable to this demise and as if the names of the parties to this lease were respectively substituted for those of the Landlord, the Company and Tenant in the Existing Lease.

4.2 The Landlord covenants with the Tenant to be bound by the obligations of the Company under the Existing Lease and the Headlease when such Leases expire insofar as the same are appropriate.

5. Provisos

5.1. It is agreed that if the Term is determined under the proviso for re-entry contained in the Existing Lease this lease shall become absolutely void;

5.2. It is hereby certified that there is no agreement for lease to which this lease gives effect; and

5.3. This lease is a new lease for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

6. Third Party Rights

The parties to this lease do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

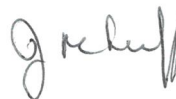
IN WITNESS whereof the parties have executed this document as their deed the day and year first before written

SIGNED as a DEED)
by the said PETER LUFF)
in the presence of:)



Signature M. Marmoy
Name: M. MARMOY
Address: 16 Hildington Close
Lower Exley, Leamington CV34 3BB
Occupation: Secretary

SIGNED as a DEED)
by the said JUNE MARGARET)
LUFF in the presence of:)



Signature ~~John Luff~~ M. Marmoy
Name: M. MARMOY
Address: 16 Hildington Close
Lower Exley, Leamington CV34 3BB
Occupation: Secretary

SIGNED as a DEED)
by the said GERALD BERNARD)
NEWMAN in the presence of:)



Signature M. Marmoy
Name: M. MARMOY
Address: 16 Hildington Close
Lower Exley, Leamington CV34 3BB
Occupation: Secretary

SIGNED as a DEED on behalf)
of DENTON & CO TRUSTEES)
LIMITED in the presence of:)



DIRECTOR

Signature K. Annell
Name: ELIZABETH ANNE WILKINSON
Address: 32 PRINCESS LOUISE SQUARE
ALTON HAMPSHIRE RG34 1UG
Occupation: PENSION ADMINISTRATION



DIRECTOR

SIGNED as a DEED)
for and on behalf of)
LUFF DEVELOPMENTS LIMITED)
acting by)

Director

~~Director/Secretary~~

SIGNED as a DEED)
by the said **MARK DUFFELEN**)
in the presence of:)

Signature
Name:.....
Address:.....
.....
Occupation:.....

SIGNED as a DEED)
by the said **PENELOPE ANN DUFFELEN**)
in the presence of:)

Signature
Name:.....
Address:.....
.....
Occupation:.....

SIGNED as a DEED)
for and on behalf of)
SHARONELLE COURT)
WOKINGHAM (MANAGEMENT))
LIMITED acting by)

Director

Director/Secretary

SCHEDULE I

(Existing Lease – copy annexed)

WE HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATED THIS 20th DAY OF Nov 1979
HALLAND REGISTRY

REGISTRATION ACTS 1925 - 1971

INLAND REVENUE

17 DEC. 1979

Berkshire Wokingham

BK 167010

FINANCE ACT 1931

Land to the North of Station Road
Wokingham and known as
Sharonelle Court

BK 173814

County and District

Title Number

Property

This Underlease of 21 flats day of November One thousand nine hundred
and seventy BETWEEN Sharonelle Court (Wokingham) Management Limited

whose registered office is at Cedar House Eastheath Avenue Wokingham
Berks (hereinafter called "the Company" which expression shall where the context admits includes
the estate owner or owners for the time being of the reversion expectant on the determination of
the term hereby granted) of the first part Luff Building Limited whose registered office is at Cedar
House Eastheath Avenue Wokingham aforesaid (hereinafter called "the Vendor") of the second
part and 10.11.13 of 75 Gypsy Lane Wokingham in the County
of Berks

(hereinafter called "the Lessee" which expression shall where the context admits include the
successors in title of the Lessee) of the third part

Whereas:-

- a. By a Lease (hereinafter called "the Head-lease") dated the third day of April 1979
and made between the Vendor of the one part and the Company of the other
part the land and premises known as Sharonelle Court Station Road Wokingham
(hereinafter called Sharonelle Court) were demised by the Vendor unto the Company
TOGETHER WITH the rights but except and reserving unto the Vendor as specified
in the Head-lease for the term of 99 years from the 25th day of December 1977
subject to the rent thereby reserved and the covenants and conditions on the part
of the Company therein contained
- b. The Company has agreed with the Vendor in consideration of the grant of the Head-
lease to grant such underleases as shall be directed by the Vendor and at such purchase
prices as the Vendor shall determine in respect of each of the 21 flats (hereinafter called
"the flats") comprised in Sharonelle Court such underleases to be identical in all respects

with this Underlease save as to the premium payable by the Lessee and containing such variations as are appropriate if a garage is not included in the demise

- c The Vendor has agreed with the Lessee to procure the grant by the Company to the Lessee of this Underlease
- d It is intended that in this Underlease unless the context otherwise requires words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa and that where the Lessee is more than one individual all covenants on the Lessee's part shall be joint and several covenants by such individuals and that the Lessee shall hold the demised premises upon trust for such individuals as beneficial joint tenants

NOW THIS DEED WITNESSETH as follows.—

1. In pursuance of the said agreement and in consideration of the sum of ^{£250} twenty four thousand eight hundred / pounds (£24,850) paid by the Lessee by the direction of the Company to the Vendor (the receipt whereof the Vendor hereby acknowledges) and of the rents hereby reserved and the covenants and obligations on the part of the Lessee herein contained or implied the Company by the direction of the Vendor hereby demises to the Lessee ALL THAT Residential flat ~~and garage~~ more particularly described in Part I of the First Schedule hereto and known as Flat 3 Sharonelle Court, Station Road, Wokingham (all which said premises are hereinafter referred to as "the demised premises") TOGETHER WITH the easements rights and privileges set out in Part II of the First Schedule hereto and except and reserved to the Company the easements rights and privileges set out in Part III of the First Schedule hereto TO HOLD the demised premises unto the Lessee from the date hereof for the unexpired residue of the term of Ninety Nine years (less the last three days thereof) from the 25th Day of December 1977 paying to the Company throughout the said term the rents set out in the 6th Schedule hereto free from all deductions by equal half yearly payments in advance on the 25th December and the 24th June in every year the first of such payments (for the apportioned period from the date hereof to the next payment date) to be paid on the execution hereof and also paying to the Company by way of

additional rent such sum (hereinafter called "the maintenance charge") and shall be determined in accordance with the provisions of the 5th Schedule hereto the maintenance charge to be paid by equal half yearly payments in advance on the 25th December and the 24th June in each year

2. The Lessee hereby covenants with the Company and with the owners and Lessees of the other flats comprised in Sharonelle Court that the Lessee will during the continuance of the term hereby granted observe and perform the obligations on the part of the Lessee set out in the 2nd. Schedule.
3. The Company hereby covenants with the Lessee that the Company will during the continuance of the term hereby granted observe and perform the obligations on the part of the Company set out in the 3rd Schedule hereto
4. Provided always and it is hereby agreed and declared as follows-
 - a. That if and whenever any of the rents or maintenance payments hereby reserved or made payable is in arrear and unpaid for Twenty one days after it shall have become due (whether legally demanded or not) or if and whenever the Lessee shall neglect or fail to perform or observe any of the covenants conditions or obligations on the part of the Lessee herein contained or implied the Company may re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall cease and determine and the Company may peaceably hold and enjoy the demised premises as if this Underlease had not been granted but without prejudice to any right of action or remedy of the Company in respect of any antecedent breach of any of the covenants or obligations on the part of the Lessee hereunder
 - b. That the foregoing provision shall not apply to breaches of the Management Regulations set out in the Fourth Schedule hereto or added thereto or substituted therefor unless the Lessee has persistently failed to conform to the same but so that for the purposes of this proviso it shall be deemed persistent failure to conform if the Company has given the Lessee notice in writing of any breach committed or permitted by the Lessee of the said Regulations and either the Lessee fails to discontinue a continuing breach within Twenty One days of service of such notice or having committed a breach of the said Regulations commits or permits the same or a closely

similar breach within 6 months after such notice

- c. That Section 196 of the Law of Property Act 1925 or any statutory amendment thereof shall (but without prejudice to any other available method of service) apply to the service of any notice required or authorised to be served hereunder as if such notice were a notice authorised or required by the said Act and as an alternative form of service (other methods failing) a notice addressed to the Lessee shall be sufficiently served if affixed in a prominent manner to or upon any part of the demised premises
 - d. That the Company shall bear no responsibility for any injury caused to or inflicted upon any person not being an owner of a flat within the meaning of this Underlease by reason of its failure to perform any of the obligations set out in the Third Schedule hereto
5. The Vendor hereby covenants with the Lessee that the Vendor will at its own expense make up the roads and footpath coloured yellow on the Plan annexed hereto to the standard required by the Highway Authority and procure such roads and footpath to be adopted by the Highway Authority as publicly maintainable highways and pending such adoption will keep the said roads and footpaths and the sewers drains and service channels lying under or passing over the same in good repair and condition and indemnify the Lessee against all liability in connection therewith.
6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum of £ 25,000.00

THE FIRST SCHEDULE

PART I

The Demised Premises

First ALL THAT flat forming part of Sharonelle Court situate on the Ground Floor thereof and being known as Flat No. 3 Sharonelle Court Station Road Wokingham aforesaid shown edged red on the Plan annexed hereto TOGETHER WITH the ceilings and floors of the said flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached AND TOGETHER WITH all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said flat but no others EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said flat forms part including the roof foundations main walls and external parts thereof but not the glass and frames of the windows of the said flat nor the interior faces of such of the external walls as bound the said flat

~~Secondly all that Garage numbered 1000000 and the land on which the garage is built
all which said garage is delineated on the said plan and thereon edged blue~~

PART II

Rights included in the Demise

1. The right in common with the Vendor the owners and occupiers of all other flats in Sharonelle Court and all others having the like right to use for the purpose only of access to and egress from the demised premises all such parts of the roadways forecourts paths halls staircases and other parts of Sharonelle Court as are used in common by the owners and occupiers of any two or more of the said flats and afford access to the demised premises.
2. The right in common with the Vendor the owners and occupiers of all other flats in Sharonelle Court and all others having a like right to use for the purpose of access to and egress from the demised premises with or without vehicles the roads coloured yellow on the plan and (for pedestrian purposes only) the footpaths adjacent thereto
3. The right to keep and maintain a dustbin in the area on the ground floor marked "Bin Store" on the plan and edged and hatched in green broken lines

4. The right of passage and running of gas electricity water and soil from and to the demised premises through the sewers drains pipes wires and conduits forming part of Sharonelle Court together with full right of passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses and other conducting media now laid or at any time within 80 years hereafter to be laid in on or under the land at the date of the Head-lease or formerly comprised in the Vendor's freehold title No BK153524 other than Sharonelle Court.
5. The benefit of any covenants entered into by the owners of other flats with the Company.
- 6 All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the demised premises over any other part of Sharonelle Court
7. Subject to the provisions of paragraph 4 of the Second Schedule hereto such rights of access to and entry upon all parts of Sharonelle Court not hereby demised for the Lessee and the Lessee's servants workmen agents and contractors (whether independent or not) as are necessary for the proper performance of the covenants on the part of the Lessee herein contained.
8. The right to use in common with the owners and occupiers of all other flats and their visitors the portions of the gardens and grounds not allocated exclusively to any flat subject to such reasonable rules and regulations for the common enjoyment thereof as are provided in the Fourth Schedule hereto and such others as the Company may from time to time prescribe
- 9 The right to install and maintain a connection to the common television aerial on the roof of Sharonelle Court the Lessee being responsible for any damage arising from exercise of such right.
10. Subject to such reasonable regulations in connection therewith as may from time to time be made by the Company the right for the Lessee to park one motor vehicle on the car parking spaces shown on the plan annexed hereto

PART III

Property Reserved and Rights to which the Demise is subject

1. All sewers pipes wires ducts and conduits not solely used for the purpose of the demised premises.
2. All rights of support and other easements and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any part of Sharonelle Court over the demised premises.

3 Such rights of access to and entry upon the demised premises by the Company and the servants workmen agents and contractors (whether independent or not) of the Company and the owners of the other flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other flats and similar to those herein contained

THE SECOND SCHEDULE

Lessee's covenants

1. The Lessee shall pay the reserved rent on the days and in the manner above mentioned
2. The Lessee shall pay all existing and future rates and taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the demised premises or any part thereof or upon the Company or any owner or occupier in respect thereof
3. The Lessee shall to the satisfaction of the Surveyor to the Company keep the demised premises and all parts thereof and all fixtures and fittings therein and all additions thereto (including all internal walls separating the demised premises for any other part of the buildings which shall be party walls and shall be used repaired and maintained as such) in a good and tenantable state of repair decoration and condition throughout the continuance of this demise and shall renew and replace all worn or damaged parts and shall maintain and uphold and whenever necessary rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in all respects in accordance with the terms of this covenant
4. The Lessee shall before repairing any joist or beam to which is attached the ceiling or any other part of the buildings and before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the buildings give reasonable notice (and except in cases of extreme emergency at least 48 hours notice) in writing to the occupier of that part of the buildings the ceiling of which is attached to the said joist or beam or to which the Lessee requires access as the case may be and the Lessee shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to such other part of the flats but shall act carefully and reasonably doing as little damage as possible to any part of the flats and making good all damage done

5. The Lessee shall not assign underlet or part with possession of part only of the demised premises
6. The Lessee shall not less frequently than every seven years paint with 2 coats of good quality paint in a workmanlike manner all the wood iron and other parts of the demised premises usually or which ought to be painted including the outside of the entrance door and the inside window frames and shall no less frequently paint with good quality distemper or plastic emulsion paint or otherwise colour or redecorate all walls and such other parts as are usually or as ought to be so treated and paper or repaper the parts of any room papered with suitable paper of good quality
7. The Lessee shall clean the inside of the windows as often as may be necessary
8. The Company may with or without workmen and others at reasonable times enter upon and examine the condition of the demised premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within 2 months after the service of such notice proceed diligently with the execution of such repairs or works then the servants workmen or agents of the Company may enter upon the demised premises and execute the same and the cost thereof shall be a debt due from the Lessee and shall be forthwith recoverable by action
- 9 The Lessee shall not make any alterations to the demised premises without the approval in writing of the Company to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved and the Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-law regulations and conditions generally relating to the specific works undertaken and the Company shall not unreasonably withhold its approval
10. The Lessee shall not do or permit or suffer to be done in or upon the demised premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Vendor or the Company or to the owner or occupier of any flat or whereby any insurance for the time being effected on Sharonelle Court or any part thereof may be rendered void or voidable or whereby the rate of premium shall be increased and shall pay all costs charges and expenses of the Vendor and the Company

in abating a nuisance in obedience to a notice served by a competent authority on the Lessee or the occupier of the demised premises

11. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done on or in respect of the demised premises and shall keep the Vendor and the Company indemnified against all claims demands and liabilities in respect thereof

12. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the demised premises which contravenes the provisions of the Town and Country Planning Acts or any enactment amending or replacing them and shall keep the Vendor and the Company indemnified against all claims demands and liabilities in respect thereof

13. The Lessee shall permit the Vendor and the Company and their respective servants workmen and agents and the owners of the other flats to have access to and enter upon the demised premises as often as 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 herein contained

14. Not to permit the demised premises or any part thereof to be used for any illegal or immoral purposes not to permit any trade or business to be carried on there and the Lessee shall use the demised premises for the purpose of a single private residence only

15. The Lessee shall comply with and observe any reasonable regulations which the Company may consistently with the provisions of this deed make to govern the use of the flats and the remainder of Sharonelle Court in addition to those included in the Fourth Schedule Such regulations may be restrictive of acts done on or within Sharonelle Court detrimental to its character or amenities and any costs charges or expenses incurred by the Company in preparing or supplying copies of such additional regulations or in doing works for the improvement of Sharonelle Court providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by them in pursuance of their obligations under the Third Schedule hereto notwithstanding the absence of any specific covenant by them to incur the same

16. The Lessee shall within 21 days of the date of every assignment underlease Grant of Probate or Administration Assent Transfer Charge Discharge Order of Court or other

event or document relating to the demised premises give notice thereof in writing to the Company and in the case of a document send it or a certified copy thereof to the Solicitors for the time being of the Company and pay their proper charges and VAT or other equivalent tax or fiscal imposition

17. a. The Lessee shall upon any transaction or disposition to which the Lessee is a party or over which the Lessee has any control involving a change or a contract for a change in the ownership of the demised premises ensure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the demised premises becomes also the holder of the Lessee's share in the Company
- b. The Lessee shall upon any devolution or transmission of the ownership of the demised premises to which the Lessee is not a party and over which the Lessee has no control use the Lessee's best endeavours to ensure that the person becoming the owner of the demised premises as a result of such devolution or transmission becomes also the holder of the Lessee's share in the Company
- c. The Lessee (if and so long as the Lessee is not the holder of a share in the Company) shall carry out the obligations attaching to the share in the Company allocated to the flat hereby demised and to the holder thereof as such and shall indemnify the holder for the time being of the said share against any liability in respect of such obligations

18. Not to cause or permit any waste or rubbish to be placed outside the demised premises in any position other than in the waste bin area hereby demised and to keep the said waste bin area in a clean and tidy condition

19. Not to park vehicles or otherwise to obstruct the access ways to the car parking area or other land shown hatched black on the plan.

THE THIRD SCHEDULE

Obligations of the Company

1. That the Lessee paying the rent hereby reserved and performing and observing the several covenants and obligations on the part of the Lessee and the conditions herein contained or implied shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Company or any person rightfully claiming under or in trust for it.
2. To pay the rent reserved by the Head-lease.
3. Subject to the due payment by the Lessee of the Maintenance Charge hereinbefore reserved.

- a To observe and perform (so far as the Lessee is not liable to observe and perform the same under the covenants on his part contained in this Underlease) the covenants on the part of the Company contained in the Head-lease
 - b To pay all existing and future rates taxes charges assessments and outgoings (if any) which are now or shall hereafter be charged or imposed upon or payable in respect of that part of Sharonelle Court which does not consist of flats waste bin areas and/or garages
 - c To maintain the forecourts of the garage blocks the car parking spaces and the footpaths and boundary walls and fences of Sharonelle Court and to replace where necessary the trees shrubs and plants provided for landscaping (if any) and to keep the grass upon the grassed areas of Sharonelle Court properly mown and reseeded or returfed whenever and wherever necessary and to keep the whole of the common parts of Sharonelle Court clean and tidy free from weeds and rubbish and in good order and condition
 - d To employ auditors to audit the accounts of the Company and Solicitors and/or Counsel or other advisers as necessary for any purpose affecting the administration of Sharonelle Court or the interest of the Company or the general interests of the Underlessees of Sharonelle Court
 - e To keep proper books of account recording the income and expenditure of the Company
 - f To employ such staff as the Company shall from time to time in general meeting decide to employ for any of the above purposes
 - g Without prejudice to the generality of the preceding sub-clause to employ during such time as the Company thinks fit such firm of managing agents or other person or persons as the Company shall from time to time in general meeting decide to employ to manage Sharonelle Court and to discharge all proper fees salaries charges and expenses payable to such agents or other person who may be managing Sharonelle Court including the cost of collecting the rents and maintenance charges payable by Underlessees to the Company
4. To observe the provisions and regulations in force from time to time under and by virtue of the Companies Acts and in particular to make all such returns and furnish all particulars as may be required annually or otherwise so as to ensure the registration and continued existence of the Company

5. That the Company will upon the request in writing of the Lessee and conditionally upon the Lessee depositing with the Company a sufficient sum as cover against the Company's costs and any costs that may be awarded against it in the event of proceedings proving unsuccessful and agreeing by deed to indemnify and provide security to the reasonable satisfaction of the Company against all costs and expenses of the Company or which may be awarded against the Company as aforesaid in respect of such proceedings take any necessary proceedings to enforce covenants similar to those herein contained on the part of the Lessee which shall have been entered into by the Lessees of other flats in Sharonelle Court Provided that the Lessee shall not be entitled to make such request as aforesaid at a time when the Lessee owes any money to the Company.

6 To insure and keep insured or procure to be insured and kept insured Sharonelle Court (including the demised premises) in some insurance office or with underwriters of repute against such risks as are normally covered by a comprehensive policy in the full replacement value thereof including architects' and surveyors' fees on rebuilding and such other risks as the Company thinks fit and to make all payments necessary for the above purpose within seven days after the same become due and to produce to the Lessee on demand the policy or policies of such insurance and the receipt for the last premium due

7 That all Underleases of any parts of Sharonelle Court that have already been granted contain and that all Underleases of any parts of Sharonelle Court that are hereafter to be granted will contain covenants by the respective Lessees with the Company and with the owners and lessees of the other flats comprised in Sharonelle Court that they will during the continuance of the term thereby granted observe and perform obligations identical to those set out in the Second Schedule hereto

8. That at all times when there shall be no subsisting Underlease of any flat wastebin area and/or garage forming part of Sharonelle Court the Company shall observe and perform in respect of the same obligations identical to those set out in the Second Schedule hereto

THE FOURTH SCHEDULE

Management Regulations

1. The Lessee shall be responsible for the acts or omissions of any person occupying the demised premises or any part thereof and of any person visiting the demised premises both in relation to the obligations imposed by this Schedule and the obligations contained in the body of this Underlease

2. No bicycle perambulator or chair nor any article parcel refuse or rubbish shall be left or permitted to be left on any part of Sharonelle Court external to the demised premises and no obstruction shall be made or permitted to be made to any pathway or road at Sharonelle Court
3. All sinks and wastepipes in the demised premises shall be kept cleansed and open and the Lessee shall be responsible for all damage occasioned through the bursting or stopping up of pipes exclusively serving the demised premises or the bursting or stopping up of pipes used in common by the demised premises caused by improper use or negligence of the Lessee or any person for whom he is responsible
4. All defects in the demised premises or adjacent premises or in common services of which the Lessee becomes aware shall forthwith be notified by the Lessee to the Company
5. The electric wiring gas and water supply system and the drains serving the demised premises shall not be altered without previous written consent of the Company such consent not to be unreasonably withheld
6. All charges for gas or electricity or other services consumed in the demised premises shall be paid for by the Lessee who shall indemnify the Company against all liability in respect thereof
7. No bird or dog or other animal or reptile shall be kept in the demised premises without the consent of the Company such consent to be deemed to be given by way of licence and revocable at will
8. No blind flowerpot or windowbox shall be kept placed or attached on or to the outside of the demised premises
9. No clothes linen or other articles or things shall be hung or exposed outside the demised premises or in the gardens or amenity land of Sharonelle Court and no carpet or mat shall be shaken from any window or outside any flat or garage
10. No undue noise shall be made at any time and no musical or other sound audible outside the demised premises shall be made nor shall any musical instrument be played between the hours of 11 pm or 7 am nor at any other time so that nuisance or annoyance is caused to adjoining occupiers
11. All windows of the demised premises shall be kept curtained and furnished

12 No vehicles belonging to the Lessee or his family servant licensees or visitors shall be caused or permitted within Sharonelle Court to

- a Travel at any excessive speed or at a speed in excess of any speed limit from time to time prescribed by the Company
- b Travel over or remain on any grass verge lawn garden or amenity area of Sharonelle Court
- c. Be parked or remain stationary except as permitted in the car parking spaces shown on the plan or for picking up or setting down passengers
- d. Be dismantled or repaired except in a garage included in this Underlease

THE FIFTH SCHEDULE ABOVE REFERRED TO

Maintenance Charge

1. The Company shall prepare and have audited accounts for the period ending 24th June each year showing all income and expenditure relating to the performance of its obligations contained in the Head-lease and this Under-lease including provision for future repairs maintenance and improvements the first such accounts to be in respect of the period ending 24th June 1979 and showing the total amount (subdivided as between the garages and the rest of Sharonelle Court) estimated to be required for such maintenance (including future provision) during the then forthcoming year allowing for maintenance payments previously made and as yet unexpended

2. The Company shall serve upon each flat owner in Sharonelle Court not less than 14 days before June 25th and December 25th each year a demand for payment of maintenance charged based upon the following contributions.

- a In respect of Sharonelle Court including the garage forecourt but excluding the garages.

Flat Nos.	% Maintenance Charge
1,4,6,9,13, 15,17,18,21	5.00 (45 00)
2, 10, 19	4 60 (13.80)
3, 11	4.80 (9.60)
5, 14	5 10 (10.20)
7, 8, 16	4.70 (14 10)
12	3.10 (3.10)
20	4 20 (4 20)
	(100 00)

b. In respect of the garages an equal share from the Lessee of each garage whose lease includes a garage.

3. Until such time as the first annual accounts have been prepared and demands have been issued pursuant to paragraph 2 hereof each flat owner shall pay to the Company the sum of £30 on 24th June and 25th December each year (total £60 per annum).

THE SIXTH SCHEDULE ABOVE REFERRED TO

Ground Rent

The Lessee shall pay yearly and proportionately for any part of a year during the first thirty-three years of the said term the yearly rent of £30 during the second thirty-three years the yearly rent of £60 and during the remainder of the said term the yearly rent of £90.

The Common Seal of Luff Building Limited
was hereunto affixed in the presence of

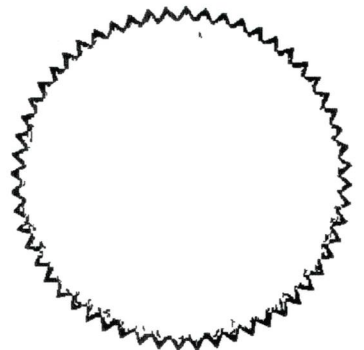
..... Director
..... Secretary

The Common Seal of Sharonelle Court (Wokingham)
Management Limited was hereunto affixed in
the presence of.

..... Paul Ayer Director
..... Secretary

(Counterpart only)

SIGNED SEALED AND DELIVERED
by the Lessee in the presence of:





LEASE 3/11/79

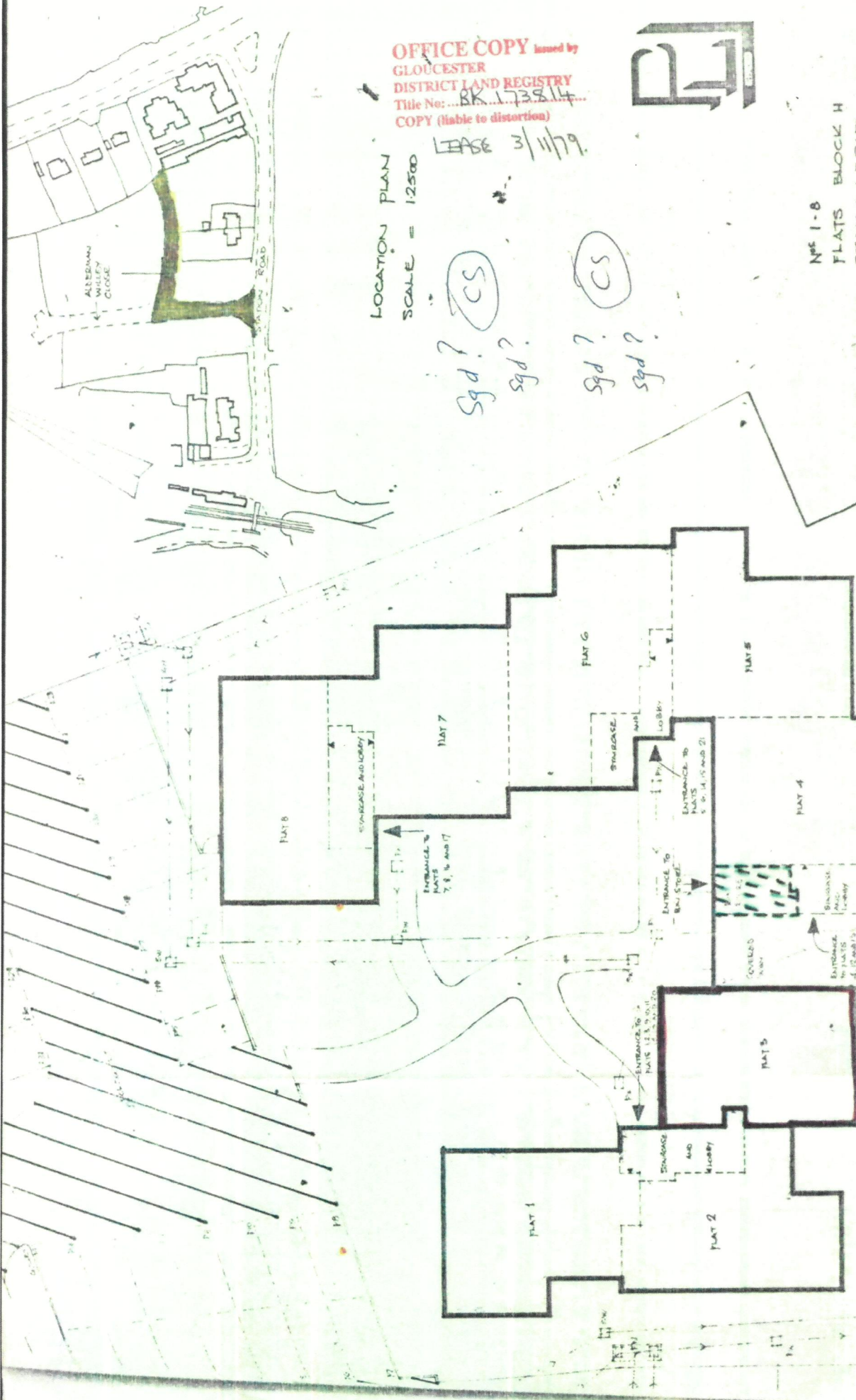
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Sgd.?

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95

№ 1-8
FLATS BLOCK H



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