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H M L A N D R E G I S T R Y

LAND REGISTRATION ACT, 1925 - 1986

L E A S E O F F L A T

COUNTRY & DISTRICT : BERKSHIRE - WOKINGHAM
TITLE NUMBER : BK 215008
PROPERTY : FLAT 7 STURGES COURT
70 STURGES ROAD WOKINGHAM BERKSHIRE

T H I S L E A S E is made the 2nd day of April Two Thousand
and Four B E T W E E N : -

- (1) [REDACTED] and [REDACTED] both of "[REDACTED]"
[REDACTED] ("the Lessor")
- (2) 70 STURGES ROAD LIMITED whose registered office is situate at [REDACTED]
[REDACTED] ("the Management Company")
- (3) [REDACTED]
[REDACTED] ("the Lessee")

W H E R E A S :

- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the Flats from time to time forming part of the Property as hereinafter defined each as separate and distinct properties and the Lessor has in every such lease imposed and intends

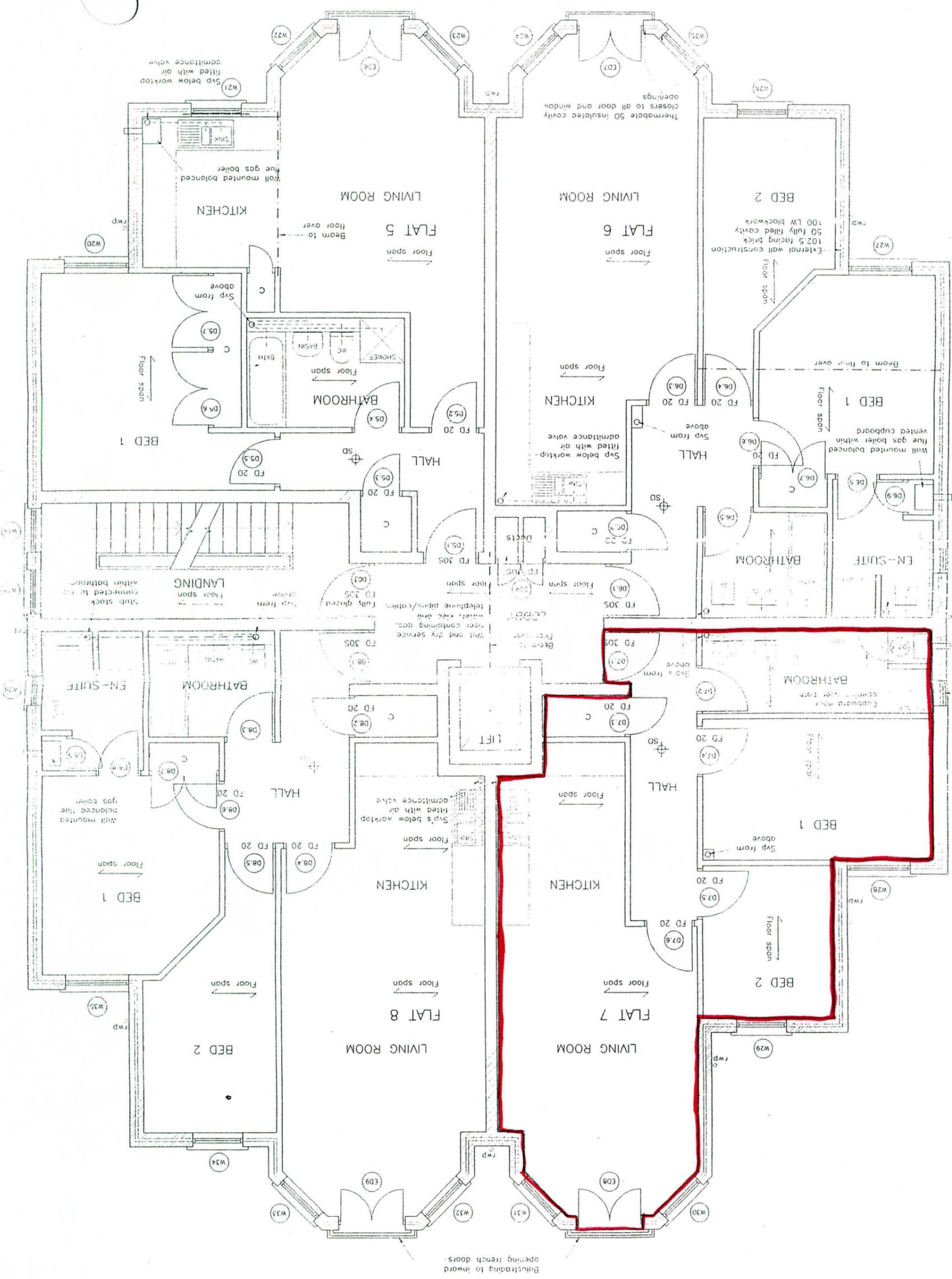
in every future lease to impose obligations materially in the form set out in the Sixth Schedule hereto to the intent that the Lessee for the time being of any one of the Flats may enforce the observance by the lessee of any other of the Flats of covenants in the lease thereof materially in the form set out in Part B of the Sixth Schedule hereto

- (2) The Lessor has agreed to grant to the Lessee a lease of the premises hereby demised for the consideration at the rent and on the terms and conditions hereinafter appearing and the Management Company has agreed to join in the lease in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows :-

1. (1) In this Lease the following expressions shall have the meanings hereby assigned to them :
- (a) "the Lessor" shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- (b) "the Lessee" shall include the person for the time being entitled to the term hereby granted and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee
- (c) "the Property" means the freehold land and buildings comprised

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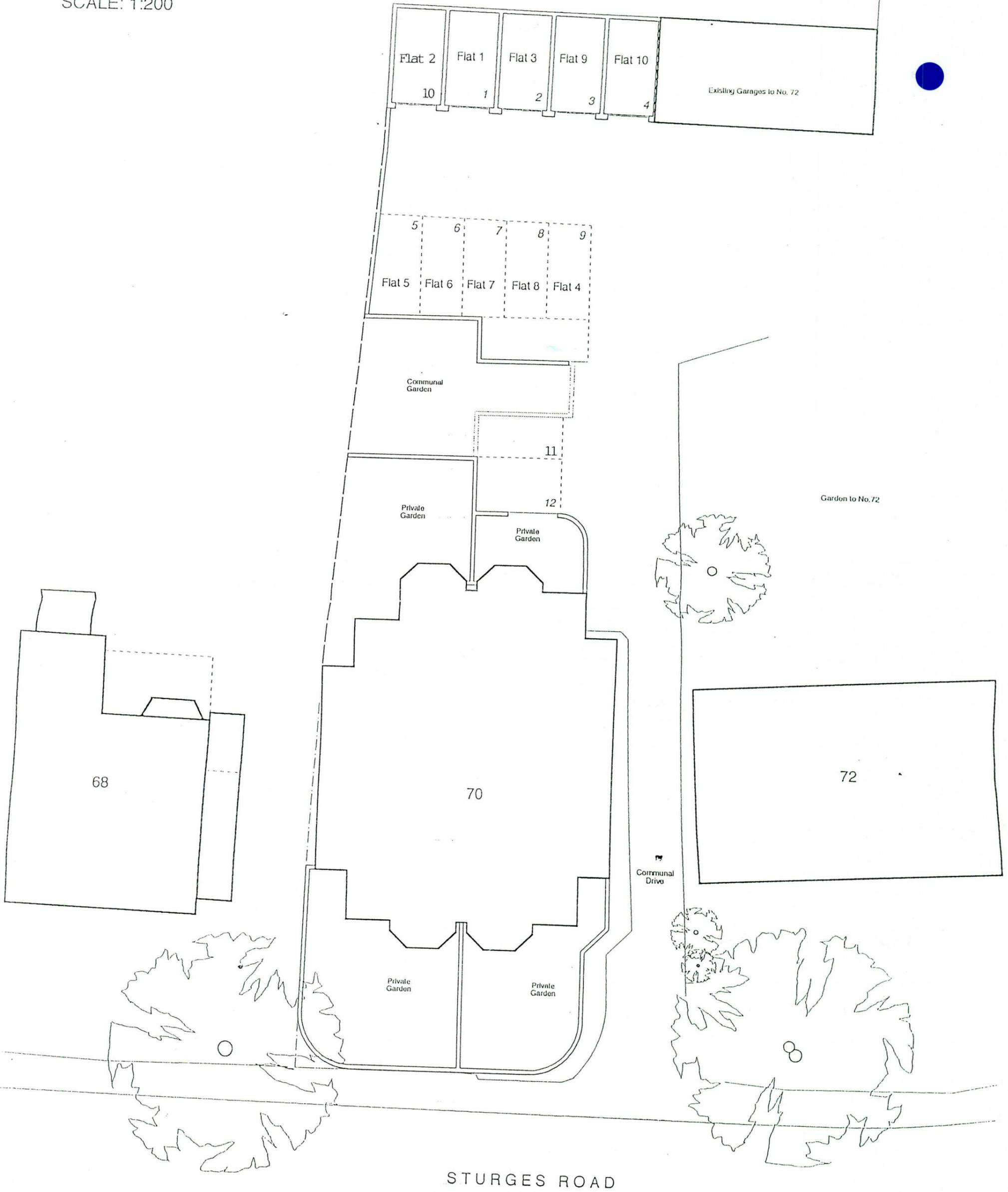


1. All windows to be fitted with fire escape windows.
 2. All windows to be fitted with fire escape windows.
 3. All windows to be fitted with fire escape windows.
 4. All windows to be fitted with fire escape windows.
 5. All windows to be fitted with fire escape windows.
 6. All windows to be fitted with fire escape windows.
 7. All windows to be fitted with fire escape windows.
 8. All windows to be fitted with fire escape windows.
 9. All windows to be fitted with fire escape windows.
 10. All windows to be fitted with fire escape windows.

Plan 1

70 STURGES ROAD SITE PLAN

SCALE: 1:200



Plan 2

in the aforementioned Title Number consisting of a Block of 10 Flats together with communal facilities known as STURGES COURT 70 STURGES ROAD WOKINGHAM BERKSHIRE

- (d) (i) "the Building" means the block of 10 Flats forming part of the Property
- (ii) "the Flat" means each self-contained unit of accommodation within the Building
- (e) "the Common Parts" means all external and internal areas forming part of the Maintained Property used in common by the lessees of two or more of the Properties in the Building (other than the parking spaces) including the accessways
- (f) "the Demised Premises" means Flat number 7 on the First Floor of the Building which is shown for identification purposes edged in red on Plan 1 including (for the purposes of obligation as well as grant):-
- (i) the glass in the windows
- (ii) the interior joinery plaster work tiling and other internal surfaces or walls
- (iii) the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed
- (iv) the door or doors separating the Demised Premises from the common parts (other than the external decorative surfaces of the same)
- (v) Service Installations which exclusively serve the Demised Premises
- (vi) the whole of all internal walls which are not structural and which do not divide the Flat from the adjoining Flats or from the common parts
- (vii) the inner half of the non structural wall(s) (severed medially) which divide the Demised Premises from adjoining Flats or from the common parts

EXCEPTING and RESERVING from the demise any part of the Property comprised within the Maintained Property

(g) "the Lessee's Parking Space" means the parking space forming part of the Property and numbered 7 on Plan 2 annexed hereto (subject to Paragraph 6 of the Second Schedule)

(h) "the Commencement Date" means the 1st day of January Two Thousand and Two

(i) "the Lessee's Proportion" means 9.2 per centum of the Maintenance Expenses

(j) "the Maintenance Expenses" means the monies actually expended or reserved for periodical expenditure by or on behalf of the Management Company or the Lessor at any time during the term hereby granted in respect of the matters referred to in the Fourth Schedule hereto

(k) "the Maintained Property" means those parts of the Property which are more particularly described in the First Schedule hereto and the maintenance of which is the responsibility of the Management Company

(l) "the Service Installations" means sewers drains channels pipes watercourses gutters pipes mains wires cables conduits aerials and any other conducting media tanks and apparatus for the supply of water electricity gas telephone television signals and other services and for the disposal of foul and surface water or any of them

(m) "Visitor's Space" means the parking spaces (if any) available from time to time for Visitors

(n) One gender includes any other and the singular includes the plural

(o) Where the Lessee is more than one person it is declared that they are in equity joint tenants and the survivor of them can give a valid receipt for capital money arising on a disposition of this Lease and in this clause the expression "the Lessee" means only the persons named as the third party to this Lease

(p) "the Premium" means TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)

(2) The Lessor intends to transfer the freehold of the Property to the Management Company after the completion of the sale of the 10 Flats to the intent that the Lessor shall be under no further obligation to the Lessee and the other lessees upon such transfer being completed PROVIDED ALWAYS and it is hereby agreed that if the Management Company shall fail to observe any of its obligations then at any time during the term hereby granted the Lessor may by notice in writing to the Management Company and lessees undertake all or some of the Management Company's obligations referred to in the Fourth Schedule and such notice to specify the period during which it is to remain in force.

2. IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the rents and covenants on the part of the Lessee hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the rights set out in the Second Schedule hereto to the exclusion of any implied rights pursuant

to Section 62 of the Law of Property Act 1925 and SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the term of NINE HUNDRED and NINETY NINE YEARS from the Commencement Date SUBJECT TO all rights easements and covenants stipulations and other matters contained or referred to in the Charges Register of the Title before referred to so far as the same relate to or affect the Demised Premises and are still subsisting and are capable of being enforced and SUBJECT ALSO TO the rights set out in the Third Schedule hereto (which so far as not already affecting the Lessee's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained YIELDING AND PAYING THEREFORE during the said term the yearly rent of ONE POUND (£1.00) (if demanded) and also paying to the Management Company during the said term half-yearly in advance on the first day of January and the first day of July in each year or on such other dates and for such period and in such manner as the Management Company shall from time to time determine and shall have given notice to the Lessee by way of further and additional rent the Lessee's Proportion of the Maintenance Expenses

3. THE LESSEE for the mutual protection (subject to Clause 8) of the Lessor and of the Management Company and/or of the lessees of the Flats
HEREBY COVENANTS

(a) With the Lessor and as a separate covenant with the Management Company to observe and perform the obligations on the part of the Lessee set out in Parts A and B of the Sixth Schedule hereto

(b) With the leesees of the Flats to observe and perform the obligations on the part of the Lessee set out in Part B of the Sixth Schedule hereto

(c) With the Lessor to observe and perform all covenants and stipulations contained or referred to in Entries numbered 1,2,3, and 4 of the Charges Register of Title Number BK 215008 so far as the same relate to or affect the Demised Premises and are still subsisting and capable of being enforced and to fully and effectually indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof by the Lessee

4. THE LESSOR in consideration of and relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Lessee

(a) To observe and perform the obligations on the part of the Lessor set out in the Seventh Schedule hereto provided that upon the Lessor named herein ceasing to be entitled to the Reversion expectant upon the determination of the term hereby granted the Lessor herein named shall thereupon (automatically and without the need for any Deed of Release) be released from all liability in respect of any future breach or non-performance of its obligations hereunder with the exception of those contained in Clause (b) hereof

(b) If the Management Company goes into liquidation for any reason whether compulsory or voluntary or fails to observe and perform its covenants under this Lease then and in any such case (if appropriate) to observe and perform the obligations of the Management Company and of this Lease

5. THE MANAGEMENT COMPANY in consideration of the covenants on the part of the Lessor and the Lessee herein contained HEREBY COVENANTS with the Lessor and as a separate covenant with the Lessee to perform and observe the obligations on the part of the Management Company set out in the

Eighth Schedule hereto PROVIDED ALWAYS THAT if at any time the Management Company shall reasonably consider that it would be in the general interest of the lessees in the Property so to do the Management Company shall have power to discontinue or vary any of its obligations which in its reasonable opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue or vary any such matter the Management Company shall give due consideration to the views and wishes of the lessees of the Flats in the Building

6. PROVIDED ALWAYS AND IT IS HEREBY DECLARED that :-

(a) (i) If the service charge payable hereunder shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) OR

(ii) If any of the covenants on the Lessee's part herein contained shall not be performed or observed

then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of any party in respect of any breach of the covenants hereinbefore contained

(b) All rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the term hereby granted and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be

vested

- (c) The Management Company shall have the power to make and at any time vary such Estate Regulations as it may reasonably think fit for the preservation or improvement of the amenities of the Property or for the benefit or general convenience of the occupiers of the Property
- (d) Any notice under this Lease shall be in writing. A notice to the Lessee or his personal representative shall be sufficiently served if left addressed to the Lessee on the Demised Premises or sent to him by Recorded Delivery post there and any notice to the Management Company shall be sufficiently served if received by the Management Company at its registered office and any notice to the Lessor shall be sufficiently served if sent to the Lessor's last known address
- (e) The rights hereby granted and reserved shall only take effect insofar as they are ascertained within eighty years from the date of this Lease which period shall be the perpetuity period for the purpose of this Lease
- (f) The Lessee shall not be entitled to any right of access of light or air to the Demised Premises which would restrict or interfere

with the free use of adjoining or neighbouring land for building or any other purposes

- (g) If for any reason the repair rebuilding or re-instatement of the Building the Demised Premises or the means of access thereto shall be impossible of performance following damage or destruction by any of the insured risks and subject to and provided as mentioned in Part A of the Fourth Schedule the said obligation contained in the Fourth Schedule shall thereupon be deemed to have been discharged and the Management Company shall stand possessed of all monies paid to them under and by virtue of the insurance policy or policies upon trust to pay to the Lessee (or, if appropriate, the Lessee's Mortgagee) such proportion of the said monies as is equitable such equitable proportion to be agreed in writing between the Lessee and the Management Company or in default of agreement to be determined in accordance with the provisions of the Fifth Schedule hereto

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value of the consideration or the aggregate amount or value of the consideration exceeds TWO HUNDRED and FIFTY THOUSAND POUNDS (£250,000.00)
8. IT IS HEREBY AGREED and DECLARED for the purposes of the Contract (Rights of Third Parties) Act 1999 that this Deed is not intended to and does not give rights to third parties to enforce any provisions herein contained save as expressly provided herein

IN WITNESS whereof this Deed has been executed the day and year first before
written

THE FIRST SCHEDULE

The Maintained Property

1. The accessways
2. The Parking Spaces
3. The garden grounds and landscaped areas from time to time forming part of the Property
4. Binstores and refuse stores and storage rooms and areas from time to time forming part of the Property
5. The entrance halls passages landings staircases and other parts of the Building which are from time to time used in common by the lessees or occupiers of any two or more of the flats therein and the glass in the windows of such common parts and in such other parts of the Building not intended to be comprised in the leases of the Properties
6. All plant room substations and other areas from time to time in the Building not intended for use by the lessees or occupiers of the Properties
7. The structural and external parts of the Building including the roofs columns foundations floors all structural walls therein and all non-structural walls not included in the Demised Premises included or intended to be included in a lease of a Property the exterior doors and window frames and all other external parts of the Building (including all fixtures and fittings attached to the exterior of the Building)
8. All Service Installations not used solely for the purpose of an individual flat (including the communal television system)
9. All boundary walls fences and gates of the Property and any replacements (or re-provisions) thereof
10. The entryphone system any communal television aerial and any security system or systems and any replacement or re-provision thereof
11. All plant and equipment from time to time forming part of or serving

any of the foregoing parts of the Maintained Property

12. All other parts of the Property from time to time not let or intended to be let to lessees of the Flats

THE SECOND SCHEDULE

Rights included in the demise

1. The right (in common with the Lessor the Management Company and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telephone television signals and other services from and to the Demised Premises through and from the Service Installations forming part of the Property
2. The right of support shelter and protection for the Demised Premises by and from the other parts of the Building
3. The right to the benefits of the covenants entered into or to be entered into by the lessees of the Flats within the Buildings and with the Lessor for the observance and performance of covenants materially in the form set out in Part B of the Sixth Schedule hereof
4. Such rights of access and entry upon the other parts of the Property as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in exercising such rights causing as little damage and inconvenience as possible and making good any damage caused
5. The right (in common with the Lessor the Management Company the lessees of the Flats within the Building and all other persons authorised by them or similarly entitled) to go pass and repass at all times and for the purposes of access to and egress from the Demised Premises and the Lessee's Parking Space only with or without vehicles (as appropriate) over and along the accessways and over and along the entrance halls passageways corridors staircases forming part of the Common Parts and over the accessways leading to the Public Highway shown edged Green on Plan 2
6. The right for the Lessee to the exclusive use of the Lessee's Parking Space for the purpose of parking a taxed insured and roadworthy private motor vehicle

subject to any regulations as to user thereof made by the Lessor or the Management Company and subject to the Lessor's right to vary the layout and/or the position of the Parking Spaces and by serving reasonable written notice on the Lessee to allocate an alternative Lessee's Parking Space for the right mentioned above

7. The right (in common with the Lessor the Management Company the lessees of the Flats within the Building and all other persons authorised by them or similarly entitled) to use (on a "first come first served" basis) a Visitors' Space for the temporary parking of a visitor's private motor vehicle (not exceeding 3 tonnes gross laden weight) whilst such visitor is visiting the Demised Premises SUBJECT TO any regulations as to user thereof from time to time made by the Lessor or the Management Company SUBJECT TO the right of the Lessor or the Management Company from time to time to vary the layout and/or the position and/or number of the Visitors' Space
8. The right in common with all others entitled to a similar right to use the bin and refuse storage areas within the Common Parts for the disposal of domestic refuse
9. The right to use the Common Parts in a reasonable manner for their designed purpose having regard to the use thereof by other lessees and occupiers of the Property
10. The right in common with all others entitled to a similar right to use the entryphone system (if any)
11. The right in common with all others entitled to a similar right to use the communal television system
12. The right to use the open unbuilt parts of the Property save for the Parking Spaces for recreation
13. The rights granted by the Transfer dated 7th October 2002 referred to in the Charges Register of Title Number BK 215008

THE THIRD SCHEDULE

Rights to which the demise is subject

1. The right of support shelter and protection from the other parts of the Building by and from the Demised Premises
2. Such rights of access to and entry upon the Demised Premises by the Lessor the Management Company and the lessees and occupiers of the Flats within the Building as are necessary or desirable for the proper performance of his or their obligations hereunder or under covenants relating to other parts of the Property for the repair renewal decoration maintenance or inspection of other parts of the Property the person or person exercising such rights causing as little damage or inconvenience as possible and forthwith making good any damage caused
3. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee :-
 - (a) to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections or facilities upon the Property or upon neighbouring or adjoining property owned by the Lessor according to such Plans and to the height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any light window or other opening in or on the Demised Premises
 - (b) to alter the layout of the accessways the gardens and grounds and landscaped areas of the Property the Parking Spaces the bin and refuse storage areas and the Common Parts and to vary the extent thereof (but not so as to materially prejudice the rights included in the demise) and to relocate and alter the Service Installations (but not so as to prejudice the provisions of services to the Demised Premises)
4. The right (so far as necessary in common with the Lessee) for the Lessor the Management Company and the lessees and occupiers of the Flats within the Building to the free passage and running of water soil gas electricity telephone and other services from and to those parts of the Property not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises TOGETHER WITH all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining altering replacing and re-instating the same the person or persons exercising such rights causing as little damage as possible and forthwith making good any damage caused

THE FOURTH SCHEDULE

The Maintenance Expenses

Part A

1. Keeping the gardens and landscaped areas of the Maintained Property generally in a neat and tidy condition and tending renewing and laying out any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary or prudent re-instating or providing any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping the accessways and bin and refuse storage areas in good repair and clean and tidy providing a water supply for the purpose of cleaning the bin and refuse storage areas or any other part or parts of the Maintained Property and clearing snow from the accessways where necessary
3. Repairing maintaining inspecting and as necessary re-instating renewing or replacing the Service Installations forming part of the Maintained Property
4. Providing inspecting maintaining renting hiring renewing re-instating replacing and insuring the communal telecommunication or television reception apparatus electronic door or gate entry system (if any) and such other plant machinery or equipment relating to the Maintained Property as the Management Company may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
5. Arranging (if necessary) for the provision hiring cleaning maintaining and emptying of receptacles for rubbish for the use of the occupiers of the Property
6. Inspecting repairing maintaining resurfacing rebuilding repainting renewing replacing cleaning redecorating or otherwise treating the Maintained Property so often as in the opinion of the Management Company it shall be reasonably necessary

7. Insuring and keeping insured the Property against all comprehensive risks applicable to a reasonably normal insurance policy covering a property similar to the Property and such other risks as the Management Company shall reasonably decide in the full re-instatement value thereof and causing all money received by virtue of such insurance (subject to obtaining all necessary consents and approvals and subject always to matters beyond the control of the Management Company) to be laid out as soon as reasonably possible in rebuilding and re-instating that part or those parts of the Property in respect of which it is received PROVIDED ALWAYS THAT :-
- (a) this provision is subject as mentioned in paragraph 2 of the Fifth Schedule
 - (b) the Management Company (acting reasonably) shall determine the Company or Office with which the insurance is placed and the sum insured and the risks covered
 - (c) the policy shall be subject to such excesses exclusions and conditions as the Insurer shall require
 - (d) the insured amount shall include provisions for the cost of demolition and clearance of the buildings the re-instatement thereof and Architects and Surveyors and statutory fees in connection therewith
 - (e) without prejudice to the obligations of the Management Company as to the extent of the risks and re-instatement value as aforesaid any excesses under the policy and any deficiency in meeting the cost of rebuilding repairing or re-instatement shall be treated as a further item of expense under this Schedule recoverable from the Lessee accordingly
 - (f) the interest of the Lessee for the time being of the Demised Premises and his Mortgagee shall be specifically noted on such policy

Part B

(Applicable to the matters mentioned in Part A)

1. Insuring any risks for which the Management Company may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Management Company shall think fit
2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the Lessee
4. Paying Value Added Tax chargeable in respect of any of the matters referred to in this Schedule
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Property or any part thereof insofar as the same is not a liability of or attributable to the Lessee or any individual lessee of any of the Properties
6. Preparing and supplying to the Lessee copies of any Estate regulations (if any)
7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents or consultants or similar and the payment of all costs and expenses reasonably incurred by the Management Company :-
 - (a) in the running and management of the Property and in the collection of the reserved rents and in the enforcement of the covenants and conditions and regulations contained in the leases of the Flats within the Property and any Estate Regulations
 - (b) in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for

a notice or order to be served under any statute order regulation or bylaw on the Lessee or any underlessee of Flats in the Property or on the Management Company in respect of the Property or any part thereof

(c) in the preparation and audit of the Service Charges Accounts

(d) in the determination of the Management Fees referred to in paragraph 12 of this part of the Schedule

8. Enforcing or attempting to enforce the observance of the covenants on the part of the Lessee of any of the Flats:
9. Employing a qualified Accountant for the purposes of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the Property insofar as such compliance is not the responsibility of the Lessee or any of the Flats: within the Building
11. Providing inspecting maintaining repairing re-instating and renewing any other plant machinery equipment and providing any other service or facility which in the opinion of the Management Company it is reasonable to provide
12. A reasonable sum (plus Value Added Tax) which sum shall be the Management Fee (which incorporates a profit element) of the Management Company or its successors in title PROVIDED THAT prior to 1st January 2003 this sum shall not exceed the sum of £50.00 (plus VAT) per Flat
13. Putting aside such sum as shall reasonably be considered necessary by the Management Company (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
14. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Maintained Property and providing such additional

lighting apparatus as the Management Company thinks fit.

15. All other reasonable expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the Property including in particular and without prejudice to the generality of the foregoing any interest paid on any money borrowed by the Management Company to defray any cost imposed on the Management Company in accordance with paragraph 2 of the Fifth Schedule any legal or other costs reasonably incurred by the Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease or any part of the Property or any claim by or against the Management Company as owner lessee or occupier of any part of the Property

THE FIFTH SCHEDULE

Calculation and Payment of Maintenance Expenses

1. The certification of the accountant referred to in paragraph 9 of Part B of the Fourth Schedule hereto shall (subject as hereinafter mentioned and as otherwise provided for by law) be binding on the Management Company and the Lessee
2. If the Lessee shall at any time during the said term object to any item of the Maintenance Expenses as being unreasonable or to the insurances mentioned in the Fourth Schedule hereto as being insufficient then the matter in dispute shall be determined by a person to be appointed for the purpose on the application of the Management Company by the President or other appropriate officer for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED ALWAYS that any objection by the Lessee under this paragraph shall not affect the obligation of the Lessee to pay to the Management Company the Lessee's proportion of the Maintenance Expenses in accordance with paragraph 4 of this Schedule and after the decision of any person so appointed any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Management Company under this Schedule
3. An account of the Maintenance Expenses (distinguished between actual expenditure and a reserve for future expenditure) for the period ending on the Thirty First day of December Two Thousand and Three (31 December 2003) and for each subsequent year ending on the Thirty First day of December during the said term shall be prepared by the Management Company and audited by an independent accountant as soon as is practicable (and in any event before the 30th April following the 31st December concerned) and the Management Company shall serve a copy of such account and of the accountant's certificate on the Lessee
4. The Lessee shall pay to the Management Company the Lessee's Proportion in the manner following that is to say :-
 - (a) in advance of the First day of January and the First day of July in every year throughout the said term one half of the Lessee's

Proportion of the amount estimated by the Management Company or its managing agents as the Maintenance Expenses for the year in question the first payment to be apportioned (if necessary) from the date hereof

- (b) On the First day of July or January (as the case may be) next following after the service by the Management Company on the Lessee of a certificate in accordance with paragraph 3 of this Schedule for the period in question the Lessee shall pay to the Management Company the amount by which the monies received by the Management Company from the Lessee pursuant to paragraph 4 (a) fall short of the Lessee's Proportion payable to the Management Company pursuant to the certificate prepared in accordance with paragraph 3 for the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Management Company under this Schedule

THE SIXTH SCHEDULE

Covenants by the Lessee

Part A

Covenants enforceable by the Lessor and the Management Company

1. To pay the rents hereinbefore reserved to the Lessor on the days and in the manner herein provided without deduction or set-off free from any equity or counterclaim
2. To pay to the Management Company the Lessee's Proportion at the times and in the manner provided in the Fifth Schedule
3. To pay interest at the rate of four per centum (4%) above the Base Rate from time to time of Lloyds TSB Bank plc (or if such Base Rate or such Bank shall cease to exist such other rate of interest as the Lessor acting reasonably shall from time to time nominate) on all sums unpaid for 14 days from the date due until the date of the actual payment
4. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or any other kind which now are or during the said term shall be assessed or charged on or payable in respect of the Demised Premises or the Parking Space allocated to the Lessee or any part thereof and if the Lessor or the Management Company shall be assessed or charged in respect thereof to keep the Lessor and/or the Management Company indemnified in relation thereto
5. To keep the Management Company and the Lessor indemnified in respect of charges for other services payable in respect of the Demised Premises which the Lessor or the Management Company shall from time to time during the said term be called upon to pay such sums to be repaid to the Lessor or the Management Company on demand
6. To pay all reasonable costs charges and expenses (including legal costs and any fees payable to a Surveyor) properly incurred by the Lessor in or in contemplation of any proceeds or service of any notice under Section 146 and 147 of the Law of Property Act 1925 including the proper costs charges and expenses aforesaid of and incidental to

the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court

7. To repair and keep the Demised Premises and all Service Installations exclusively serving the same and every part thereof and all Lessor's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the said term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered or which ought to be covered by the insurance referred to in the Fourth Schedule hereto (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or other such occupiers), or for any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company herein contained
8. If the Lessee shall (in the exercise of the rights conferred upon him by paragraph 4 of the Second Schedule hereto) require access to any other part of the Property to give at least seventy-two hours notice in writing (except in cases of emergency) to the Management Company and to the occupiers of that part of the Property to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Property but shall act carefully and reasonably causing as little damage and inconvenience as possible to any part of the Property and making good all damage done at the Lessee's own expense
9. As often as may be necessary and at least once in every seventh year and in the year preceding the termination of the said term to paint with two coats of the best quality paint and in a proper and workmanlike manner all of the internal wood metal stone and other parts of the Demised Premises which usually are or ought to be painted and at the time of every painting to decorate colour and treat all such parts of

the inside of the Demised Premises as are usually or ought to be dealt with using materials of suitable and appropriate quality

10. To clean the surfaces of all windows of the Demised Premises at least once in every four weeks
11. To permit the Lessor or the Management Company or their respective agents with or without workmen and others when reasonable at any convenient hours in the daytime to enter into and upon the Demised Premises to take inventories of the Lessor's fixtures and fittings therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee shall not within thirty days after the service of such notice commence and thereafter proceed diligently with the execution of such repairs or works then to permit the Lessor or the Management Company or their representative ^{or} agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand
12. To make good any damage to any part of the Property caused by any act or omission or negligence of the Lessee or of any occupant of or person using or visiting the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services belonging to the Property (whether or not attached to or included in the Demised Premises) or the fire fighting appliances (if any) and other plant machinery equipment or facilities referred to in the Fourth Schedule
13. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Property or the occupants thereof
14. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the insurance of the Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Property and so far as the

Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with whom the Property or any part thereof may for the time being be insured

15. Forthwith to make good to the Management Company or the Lessor all loss or damage sustained by the Management Company or the Lessor consequent upon any breach of the last mentioned provision
16. Not to 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 Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Management Company indemnified against all claims demands and liabilities in respect of such contravention
17. To comply with and make every endeavour to ensure that all persons living in or visiting the Demised Premises or using the parking spaces or any part of the Maintained Property shall comply with the Estate Regulations (if any)
18. To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor in making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall reasonably deem expedient
19. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) relating to the Demised Premises so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirement as aforesaid
20. Not to cut maim or injure nor to take any breach in any part of the

structure of the Property nor without previous consent in writing (such consent not to be unreasonably withheld or delayed) of the Management Company or its agents (a) to make alterations whatsoever to the plan design or elevation of the Demised Premises (b) to make any openings therein nor to open up any floors wall or ceiling for the purpose of altering or renewing any Service Installations (c) to alter any of the LESSOR's fixtures or fittings therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises nor to display or hang or suffer any window boxes clothes washing alarm bells sirens satellite dishes aerials or any other similar telecommunications or reception apparatus or thing upon or visible from the exterior of the Demised Premises (except plant or equipment placed there by the Lessor or the Management Company)

21. On making application for any such consent as aforesaid to submit to the Management Company or its agents such plans block plans elevations and specifications as the Management Company or its agents shall reasonably require and to pay the reasonable necessary and proper legal and surveyors fees of the Management Company in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as the Management Company or its agents shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and reasonable approval by the Lessor and/or the Management Company or their agents
22. (a) Not at any time during the said term to sublet the whole or any part of the Demised Premises (without the prior written consent of the Management Company which shall not be unreasonably withheld or delayed) save that an underletting of the whole is permitted in the case of a term not exceeding 3 years let on a tenancy conferring no statutory security of tenure beyond the contractual term
- (b) Not at any time during the said term separately to assign transfer or part with the possession or occupation of any part or parts of the Demised Premises but only to assign transfer or part with the

possession thereof as a whole and each assignee or transferee of this Lease shall take a transfer of the shares held by the Lessee in the Management Company and shall forthwith following completion of such transfer apply to be registered as a member of the Management Company and register the shares so transferred

(c) Not to part with nor dispose of the use of the parking space allocated to the Lessee nor to permit any other person to occupy the same save upon an assignment or sub-letting of the Demised Premises

23. Within one month after the date of any and every assignment transfer mortgage or charge underlease or tenancy agreement (including any immediate or derivative underlease or tenancy agreement of the Demised Premises for any term) any assignment of such underlease or tenancy agreement or any grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised Premises or the devolution of or transfer of title to the same to give or procure to be given to the Secretary of the Management Company notice in writing in duplicate of such disposition or devolution or transfer of title with full particulars thereof and also at the same time to produce or cause to be produced to them a certified copy of the document affecting or (as the case may be) evidencing such disposition or other matter for retention by the Management Company and also pay or cause to be paid at the same time to the Management Company such reasonable fee (not less than TWENTY FIVE POUNDS (£25.00) plus V.A.T) as shall be appropriate at the time of registration in each case together with Value Added Tax thereon in respect of any such notice
24. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Management Company any employee servant or agent of the Management Company

25. Not to carry out any decoration repair maintenance works alterations or otherwise of or upon the Maintained Property
26. To yield up at the termination of the said term the Demised Premises together with any of the Lessor's fixtures and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained
27. The parties shall apply following the date of this Lease and upon each transfer or assignment of this Lease to the Chief Land Registrar at H M Land Registry to have a restriction entered into the proprietorship of the title of the Lease in the following terms :

"No transfer of the property comprised in this Title shall be registered at H M Land Registry unless the solicitors to the Applicant lodge a Certificate with H M Land Registry to the effect that the Transferee has taken a transfer of the share in the Management Company known as 70 STURGES ROAD LIMITED from the Transferor and has been registered in the books of the Management Company as a Shareholder of 70 STURGES ROAD LIMITED".

Part B

Covenants enforceable by the Lessor and the Management Company and Lessees of the Properties

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single family and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business

or profession.

2. Not to allow any trailer caravan or boat or similar chattel to be brought on to any part of the Property
3. Not to carry out nor allow to be carried out any vehicular maintenance or refuelling of vehicles on any part of the Property
4. Not to abandon any vehicle whatsoever on any part of the Property (except for emergency breakdowns) and in the event of any breach of this covenant it shall be lawful for the Management Company (without prejudice to its other rights hereunder) to arrange for the removal of such abandoned vehicle and to recover from the Lessee any costs incurred by them
5. Not to obstruct at any time any of the Common Parts
6. Not to use permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do or permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or to the lessees or occupiers of the Flats within the Property or any of them and to pay all costs charges and expenses abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and also not to exhibit any notice advertisement board sign name plate or placard of any kind upon or visible from the exterior of the Demised Premises or the Property (except for a For Sale sign)
7. If the Management Company goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this lease then and in any such case (if appropriate) to join

with the Lessor and the lessees of the Flats in arranging for the carrying out of the matters mentioned in the Fourth Schedule hereto the Lessee contributing a fair and proper proportion of the expense of so doing

8. Not to throw dirt rubbish rags and other refuse or permit the same to be thrown into sinks basins lavatories cisterns or waste or soil pipes in the Property but to place refuse in the appropriate receptacles in the areas (if any) provided for that purpose for the use of the Demised Premises
9. No piano record player radio loud speaker computer or other electrical electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the occupiers of the Flats or so as to be audible outside the Demised Premises between the hours of 11:00pm and 7:30am
10. Save for the Ground Floor Flats not to keep any dog bird or other animal or reptile in the Demised Premises

THE SEVENTH SCHEDULE

Covenants on the part of the Lessor

1. That the Lessee performing and observing the several covenants on his part and the conditions hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for them

2. (a) That every lease of any Flat in the Property granted by the Lessor whether before or after the granting of this Lease shall be in substantially the same form as this Lease and shall contain covenants and stipulations to be observed by the Lessee thereof in substantially the same form as those herein contained

- (b) If reasonably required by the Lessee for the benefit of the Demised Premises to enforce or assist the Lessee in enforcing the covenants entered into or to be entered into by a lessee of any one or more of the Flats provided that the Lessee shall (if required) indemnify the Lessor against all reasonable costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require

THE EIGHTH SCHEDULE

Covenants on the part of the Management Company

1. To carry out the works and do the acts and things set out in the Fourth Schedule hereto as appropriate PROVIDED :-
 - (a) The Management Company shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of such notice
 - (b) Nothing in this covenant 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 Maintained Property by the negligence or other wrongful act or default of the Lessee or the Lessee's licensee or such person
 - (c) The Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used its best endeavours to obtain them
2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Fourth Schedule hereto which may be due from the lessees or occupiers of the Flats
3. To ensure that the funds referred to in the Fourth Schedule hereto shall be kept in a separate Trust Fund account and any interest on or income of the said fund or funds shall be held by the Management Company in trust for the lessees of Flats in the Property and shall only be applied in accordance with the terms of the said Fourth Schedule
4. If the Management Company shall (in exercise of the rights hereinbefore

reserved) require access to the Demised Premises to do work and shall give at least 48 hours notice in writing (except in cases of emergency) to the Lessee the Management Company shall be entitled to have access to the Demised Premises and carry out the said repairs or works to the Demised Premises but so that Management Company shall act carefully and reasonably doing as little damage to the Demised Premises as may be and forthwith making good all damage done

5. If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Flats provided that the Lessee shall (if required) indemnify the Management Company against all costs and expenses in respect of such enforcement or attempted enforcement and provide such security for the said costs and expenses as the Management Company may reasonably require

SIGNED AS A DEED by the said)

██████████ in the)

presence of:)



J. Atwell
70 Sturges Road
Pangbourne Berks
Solicitor

SIGNED AS A DEED by the said)

██████████ in the)

presence of:)



J. Atwell
As Above

EXECUTED AS A DEED by)

70 STURGES ROAD LIMITED)

Acting by two Directors or a)

Director and its Company)

Secretary)

DIRECTOR



SECRETARY

