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Title Number BK501376

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Dated 3 July 2019

Crest Nicholson Operations Limited (1)

and

Crest Homes (Nominees) Limited (2)

LEASE

**Relating to Garage 33
Mulberry View**

**Kentwood Farm (Phase 2)
Wokingham**

Shakespeare Martineau
Homer House
8 Homer Road
Solihull
West Midlands
B91 3QQ

LR1. Date of Lease

3 July 2016⁷

LR2. Title Number(s)

LR2.1 Landlord's title number(s)
BK464390

LR2.2 Other title number(s) BK455795

LR3. Parties to this lease

Landlord
Crest Nicholson Operations Limited whose registered office is at Crest House Pycroft Road Chertsey Surrey KT16 9GN (Company Registration Number 01168311)

Tenant
Crest Homes (Nominees) Limited whose registered office is at Crest House Crest House Pycroft Road Chertsey Surrey KT16 9GN (Company Registration Number 1715768)

Other Parties

None

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

Garage 33 more particularly described as the Property

LR5. Prescribed Statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, provisions of:

LR6. Term for which the Property is leased

The term is as follows:-
999 years from 1 January 2019

LR7. Premium

ONE POUND (£1.00)

LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of Land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The Second Schedule</p>
LR12. Estate rentcharge 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	

**H M LAND REGISTRY
LAND REGISTRATION ACT 2002
LEASE OF PART**

COUNTY AND DISTRICT : Wokingham
TITLE NUMBER : BK464390
LAND DEMISED : Garage 33 Mulberry View
DATE : 3 July 2019

DEFINITIONS

The following definitions shall (unless the context requires otherwise) apply throughout the Lease:-

"Adoptable Roads": roads verges and footpaths now or later constructed within the Development which are intended to become public highways

"Authorities": relevant public highway drainage and planning authorities and undertakings responsible for the supply of water gas electricity communication media and similar services

"the Building": Plot 28 on the Development of which the Property forms part such building being shown coloured pink on Plan No2

"Crest": **Crest Nicholson Operations Limited** whose registered office is at Crest House Pycroft Road Chertsey Surrey KT16 9GN (Company Registration Number 01168311)

"Development": all the land (except the Property) now or formerly vested in Crest (or any other company in the same group) under the Title Number mentioned above and any buildings on or over such land

"Exercise Period": the period of eighty years commencing 1 January 2019

"Five Year Period": five years from the date of this Lease

"Lessee": **Crest Homes (Nominees) Limited** whose registered office is at Crest House Pycroft Road Chertsey Surrey KT16 9GN (Company Registration Number 1715768)

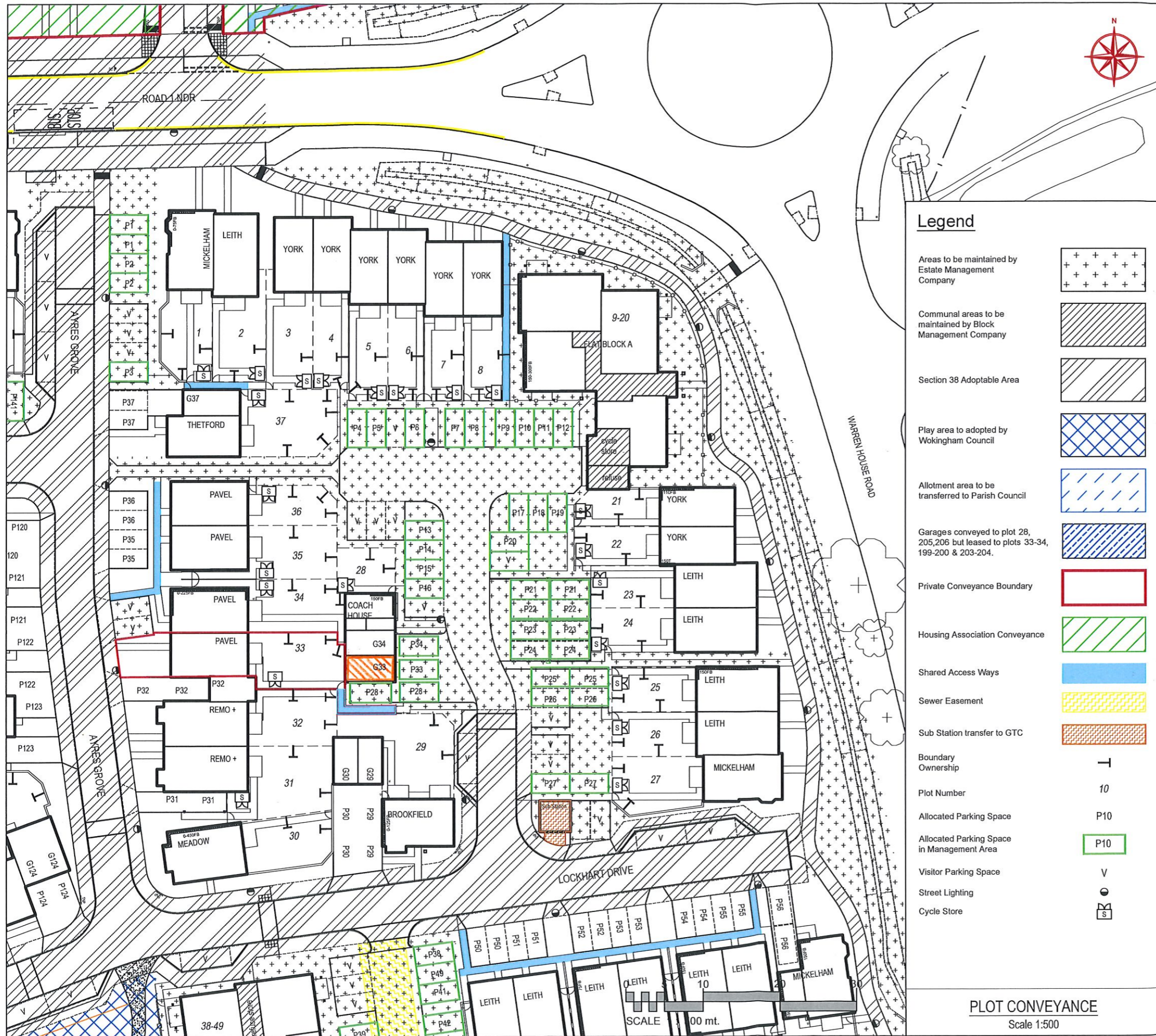
"Plan No1": the plan annexed hereto marked "Plan No1"

"Plan No2"	the plan annexed hereto marked "Plan No2"
"Price":	ONE POUND (£1.00)
"Private Roads":	roads verges footpaths and street lighting now or later constructed within the Development which are not intended to become public highways shown on Plan No2 and marked +
"Property":	ALL THAT garage now constructed or to be constructed in the Building and marked G33 and shown on Plan No1 edged and hatched in orange INCLUDING the floor the door and the door frames and (if any) the plaster board or other linings and surfaces of the walls and ceiling and windows and window frames (if any) of the said garage but EXCLUDING (a) the airspace and strata above the said garage and the dwelling now erected or in course of erection therein and (b) the main structural parts of the Building and in particular (but without prejudice to the generality of the foregoing) the ceiling walls and foundations of the garage
"Service Installations"	drains channels sewers pipes wires aerials cables watercourses gutters soakaways and other similar installations (and any ancillary structures and equipment) now or later constructed within the Development or the Property

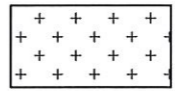








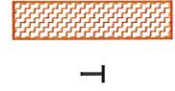
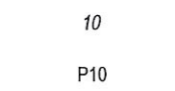






OPERATIVE CLAUSES

1. In consideration of the Price (the receipt of which is acknowledged):
 - 1.1 Crest demises the Property to the Lessee with full title guarantee for a term of 999 years from 1 January 2019 and:-
 - 1.1.1 with the benefit of rights in the terms detailed in the First Schedule (which so far as not already in existence are granted by this Lease) but
 - 1.1.2 subject to rights in the terms detailed in the Second Schedule (which so far as not already in existence are reserved out of this Lease)

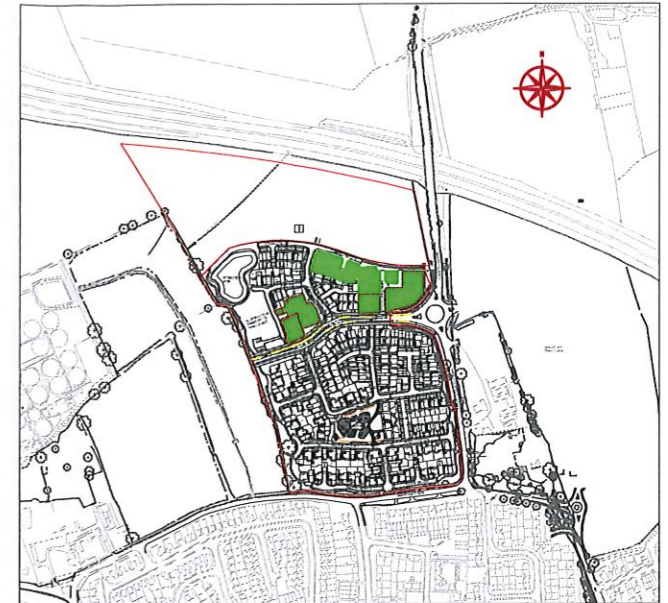
YIELDING AND PAYING therefor within 14 days of demand FIRST by way of yearly ground rent a peppercorn (if demanded) AND SECONDLY by way of insurance rent a one sixth part of the cost to Crest of insuring the Building under the provisions of paragraph 4 of Part 1 of the Fourth Schedule AND THIRDLY by way of maintenance rent a fair and proper proportion of the costs and expenses incurred or reasonably expected to be incurred by Crest incidental to the performance and observance of its obligations



Legend

- Areas to be maintained by Estate Management Company 
- Communal areas to be maintained by Block Management Company 
- Section 38 Adoptable Area 
- Play area to be adopted by Wokingham Council 
- Allotment area to be transferred to Parish Council 
- Garages conveyed to plot 28, 205,206 but leased to plots 33-34, 199-200 & 203-204. 
- Private Conveyance Boundary 
- Housing Association Conveyance 
- Shared Access Ways 
- Sewer Easement 
- Sub Station transfer to GTC 
- Boundary Ownership 
- Plot Number 
- Allocated Parking Space 
- Allocated Parking Space in Management Area 
- Visitor Parking Space 
- Street Lighting 
- Cycle Store 

PLOT CONVEYANCE
Scale 1:500



SITE PLAN
Scale 1:10,000

Demm

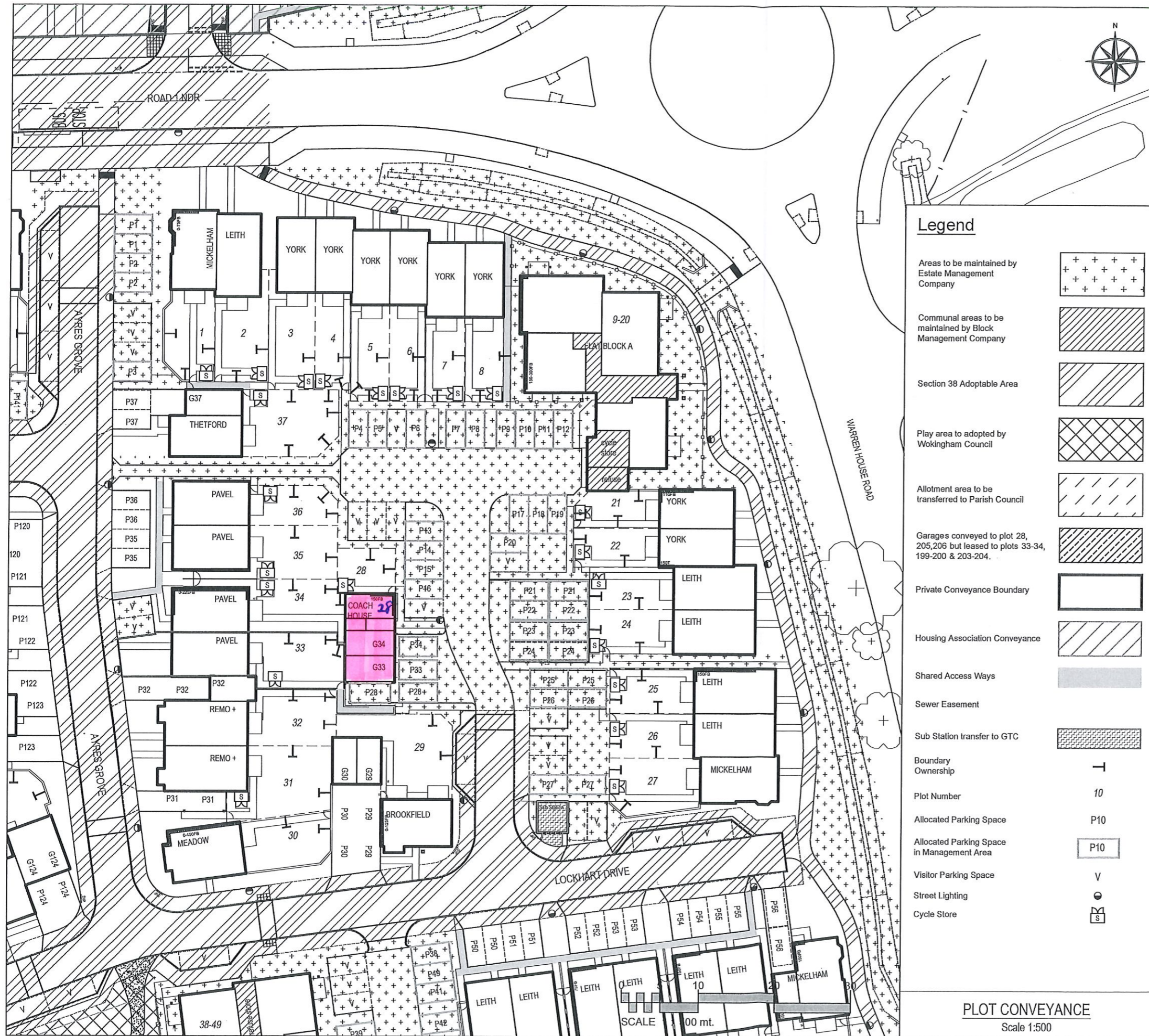
PLAN 1

Rev.	Description	Date	Initial
Drawing Status: PRELIMINARY			

Crest Nicholson Ltd.
Crest House
Pycroft Road
Chertsey
Surrey
KT16 9GN

Tel: 01932 580 555
Fax: 08703 363 990
www.crestnicholson.com

Site Address:	MULBERRY GROVE, KENTWOOD FARM (PHASE 2), WOKINGHAM		
Drg Title:	CONVEYANCE PLAN PLOT 33		
Scale:	As Shown	Page Size: A3	Date: 06/19
		Drawn: CW	Checked: ns
Drawing No:	14721TA/7033	Revision:	P1



SITE PLAN
Scale 1:10,000

Handwritten signature

PLAN 2

Legend

- Areas to be maintained by Estate Management Company
- Communal areas to be maintained by Block Management Company
- Section 38 Adoptable Area
- Play area to be adopted by Wokingham Council
- Allotment area to be transferred to Parish Council
- Garages conveyed to plot 28, 205, 206 but leased to plots 33-34, 199-200 & 203-204.
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- Allocated Parking Space
- Allocated Parking Space in Management Area
- Visitor Parking Space
- Street Lighting
- Cycle Store

PLOT CONVEYANCE
Scale 1:500

Rev.	Description.	Date.	Initial.
Drawing Status: PRELIMINARY			
Crest Nicholson Ltd. Crest House Pycroft Road Chertsey Surrey KT16 9GN Tel: 01932 580 555 Fax: 08703 363 990 www.crestnicholson.com			
Site Address: MULBERRY GROVE, KENTWOOD FARM (PHASE 2), WOKINGHAM			
Drg Title: CONVEYANCE PLAN			
Scale: As Shown			
Page Size: A3	Date: 06/19		
Drawn: CW	Checked: ns		
Drawing No: 14721TA/7033			Revision: P1

contained in Paragraph 3 of Part I of the Fourth Schedule

- 1.2 Crest assigns to the Lessee the benefit attaching to the Property of all covenants made by the owners of any part of the Development
2. The Lessee covenants (so as to bind successors in title and each and every part of the Property):-
 - 2.1 for the Five Year Period only with Crest and separately and permanently with the estate owner for the time being of the freehold reversion to the Property expectant on the determination of the term hereby granted (such owner for the purposes of this Clause 2 and the Third Schedule being hereinafter referred to as "the Freehold Reversioner") in the terms detailed in Part I of the Third Schedule
 - 2.2 for the Five Year Period only with Crest and separately and permanently with the Freehold Reversioner and with the present or future owners of the Development (so as to benefit each and every part of the Development) in the terms detailed in Part II of the Third Schedule (and for the purposes of this clause the expression "Crest" shall not itself extend to any successor in title)
3. Crest covenants with the Lessee in the terms detailed in Part I of the Fourth Schedule
4. Crest covenants with the Lessee in the terms detailed in Part II of the Fourth Schedule (and for the purpose of this clause the expression "Crest" shall not itself extend to any successors in title)
5. Crest and the Lessee agree and declare in the terms detailed in the Fifth Schedule
6. If there shall be any breach of any of the Lessee's covenants in this Lease Crest shall be entitled (in addition to any other right) to repossess the whole or any part of the Property and this Lease shall then terminate immediately (but without affecting Crest's rights to sue the Lessee for any breach of any covenant)
7. It is certified that this Lease is not made pursuant to any Agreement for Lease between the parties thereto and

First Schedule
(Appurtenant Rights)

The rights for the Lessee and all persons authorised by it (in common with all others having a similar right):-

1. of way for all reasonable purposes over the Private Roads in such a way as may be conducive to the manner which it is laid out constructed or provided (to the extent that the same is accessible) but in any event for or as ancillary to reasonable domestic and recreational purposes only

2. of passage of sewage water gas electricity communication media and other services through any Service Installations within the Development
4. of support and protection of the Property from the Building and any other part of the Development

Second Schedule
(Adverse Rights)

1. The rights for Crest the owners of any parts of the Development the Authorities and all persons authorised by any of them (in common with the Lessee):-
 - 1.1 of passage of sewage water gas electricity communication media and other services through any Service Installations within the Property;
 - 1.2 of support and protection of the Building by the Property;
 - 1.3 of entry onto the Property for the purposes of inspecting laying constructing maintaining repairing and renewing the Building and any Service Installations.
2. The right for Crest and all persons authorised by it to enter the Property:-
 - 2.1 to examine its condition and
 - 2.2 to execute any repair or other action required in any notice given by Crest pursuant to paragraph 15 of Part II of the Third Schedule but which one calendar month after service of the notice has neither been completed nor pursued diligently

Third Schedule
(Lessee's Covenants)
PART I

RENT

1. To pay the rents and other moneys hereby reserved and made payable at the times and in the manner in which the same are hereby made payable without deduction whatsoever

LATE PAYMENT

2. If any monetary payment due to Crest or the Freehold Reversioner is not paid within one month of the date on which such payment is due then to pay interest on such sum at the rate of four per cent above the base rate of National Westminster Bank Plc from day to day such interest to accrue from day to day commencing on the date when such payment is due until payment
3. To indemnify Crest at all times against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Lessee of any covenants relating to the Property on the registers of the title mentioned above

PART II

REPAIR

1. To keep the Property in a good state of repair and condition and to yield up the Property at the expiry or sooner determination of the said term in such state of repair and condition

PAINT

2. To paint (in the same colour as before) or otherwise treat (as may be appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of a good quality the windows and window frames (if any)

LEGISLATION

3. To do all such works as any legislation may direct or require to be done on or in respect of the Property (whether by landlord tenant or occupier) not to do or permit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep Crest and the Freehold Reversioner indemnified against all claims demands and liabilities in any such respect

USER

4. Not to use any part of the Property other than for the parking of a private motor vehicle only

SUPPORT

5. Not to do anything which may lessen the support or protection given by the Property to the Building and/or the Development and/or any party wall declared a party responsibility pursuant to paragraph 7 of the Fifth Schedule

ALTERATIONS

6. Not to cut maim or injure any part of the Property or make any alterations or additions thereto and in the case of the door of the Property only not to make any changes thereto or the colour thereof without Crest's prior written consent (such consent not to be unreasonably withheld or delayed)

NUISANCE

7. Not to do or keep on the Property and/or the Development (or allow household members visitors or others to do so) any act matter creature or other thing:
 - 7.1 which may be or become a nuisance or annoyance danger or disturbance or inconvenience to Crest or the Freehold Reversioner including (but not limited to) the emission of excessive noise so as to be audible outside the Property; or
 - 7.2 whereby any insurance effected by Crest or the Freehold Reversioner in respect of the Property may be rendered void or voidable or whereby the rate of premium may be increased

PRIVATE ROADS

8. Not to obstruct any part of the Private Roads except in the proper exercise of any

right granted in this Lease nor to damage any such area in any circumstances whatsoever

DISPOSALS OF PART

9. Not to transfer charge underlet or otherwise part with possession of part only of the Property

DISPOSALS OF WHOLE

10. Not to sub-let the Property without the prior written consent of Crest (such consent not to be unreasonably withheld or delayed) PROVIDED ALWAYS that such under letting shall be simultaneous with the letting of Plot 33 and be by means of an assured shorthold tenancy agreement or any other form of agreement which does not create any rights of tenancy for the tenant after the term of any such agreement shall have expired and such tenancy agreement provides that the tenant will comply with the terms of this Lease

NOTICES OF DEVOLUTION

11. Within fourteen days of the date of every transfer assignment grant of probate or administration assent transfer mortgage charge discharge order of court or other document or event affecting devolution of title to this Lease give notice thereof in writing to the Freehold Reversioner to whom shall be paid a registration fee in respect of each notice of Twenty-five pounds (£25.00) (or such higher sum as may from time to time reasonably be required) plus (where appropriate) value added tax at the rate then prevailing

INSURANCE RECOVERY

12. In the event of the Building or any part of the Development being destroyed or damaged by any of the usual insured risks and the insurance money under any policy of insurance effected by Crest or the Freehold Reversioner being wholly or partly irrecoverable by reason of any act or default of the Lessee then and in every such case the Lessee will forthwith (in addition to the rent) pay to Crest or the Freehold Reversioner as the case may be the whole or (as the case may require) the irrecoverable proportion of the cost of rebuilding and reinstating the Building or part of the Development

ASSESSMENTS

13. To pay all sums of any nature assessed or charged at any time upon the Property or Crest or the Freehold Reversioner or the Lessee in respect of the Property and in the event of any such sums being assessed or charged in respect of the Development or in respect of the Building to pay a proper proportion of such sums attributable to the Property

EXPENSES

14. To pay all expenses (including solicitors' costs and surveyors' fees) incurred by Crest or the Freehold Reversioner incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

REPAIRS NOTICE

15. Forthwith to execute any repairs or other action specified as necessary in any written notice given by Crest or the Freehold Reversioner following any inspection of

the Property made by it pursuant to the right reserved in Paragraph 2 of the Second Schedule

REIMBURSEMENT OF COSTS

- 16. Forthwith to reimburse Crest or the Freehold Reversioner all costs (including its surveyors' and managing agents' fees) incurred by either of them in the exercise of its rights pursuant to Paragraph 2 of the Second Schedule (which costs shall be a debt due from the Lessee to Crest or the Freehold Reversioner)

BOARDS

- 17. Not to affix any hoarding advertisement board or notice of any description or suffer the same to be affixed on the walls of the Property or the Building or so as to be visible from any window of the Property

VEHICLES

- 18. Not to park any heavy or light goods vehicle caravan boat trailer or similar type of vehicle on the Private Roads or any other part of the Development

MACHINERY

- 19. Not to use or keep on the Property any operative machinery nor carry out vehicle repairs on the Property nor store on the Property outside the tank of a private vehicle parked in the Property any fuel nor store any other combustible material in the Property

BIRDS

- 20. Not to keep on the Property any livestock poultry pigeons or birds of prey

COPY OF NOTICES

- 21. Forthwith after service upon the Lessee of any notice affecting the Property served by any person or authority to deliver a true copy thereof to Crest and the Freehold Reversioner and if so required by either of them to join in making such representations to any such person body or authority concerning any proposals affecting the Property as Crest and the Freehold Reversioner may reasonably consider desirable and at the request and cost of Crest and the Freehold Reversioner to join with them in any such appeal against any order or direction affecting the Property as they may reasonable consider desirable

COMPLY WITH NOTICES

- 22. Forthwith to comply at the Lessee's own expense with any nuisance sanitary or any statutory notice lawfully served by any local or public authority upon either Crest or the Freehold Reversioner or the Lessee with respect to the Development but only in so far as it affects the Property

INDEMNIFY AGAINST ENFORCEMENT COSTS

- 23. To indemnify Crest and the Freehold Reversioner against all costs and expenses incurred by or awarded against either of them arising out of any steps taken by either of them at the Lessee's request against the tenant of the adjoining garage on the Development in accordance with the covenant hereinafter contained

COMMON FEATURES

- 24. Not to remove decorate embellish or otherwise change the appearance of or

interfere with any planting boxes or beds stonework railings parapets columns statues or other landscaping or ornamental features installed by Crest on the Development

CONTRIBUTE TO SERVICE INSTALLATIONS

25. To contribute a fair proportion of the cost of inspecting maintaining repairing and renewing any Service Installations which serves the Property

Fourth Schedule
(Crest's Covenants)
PART I

QUIET ENJOYMENT

1. To allow the Lessee (subject to compliance with its obligations under this Lease) to hold and enjoy the Property throughout the term created by it without any interruption by Crest

SUPPORT

2. To keep the Property properly sheltered supported protected and covered by the main structural parts of the Building

REPAIR

3. To keep the main structural parts of the Building properly repaired supported maintained reconstructed and cleansed

INSURANCE

4. To keep the Building insured against all risks from time to time included in a comprehensive block buildings policy and such other risks as Crest shall in its absolute discretion deem necessary in a sum equal to its full rebuilding cost (including the removal of debris) for the time being together with an adequate sum in respect of architects' and surveyors' fees and thereafter:-
 - 4.1 to make all payments necessary for the above purposes within ten days after the same shall become due
 - 4.2 to produce to the Lessee upon request a copy of the policy of such insurance or a detailed summary of its terms and the receipt for each such payment
 - 4.3 to cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Building

PART II

PRIVATE ROADS

1. To construct the Private Roads serving the Property in a good and workmanlike manner

Fifth Schedule
(Agreements and Declarations)

RIGHTS

1. The rights detailed in the First and Second Schedules are valid only if first exercisable within the Exercise Period and are subject to the persons exercising them:-
 - 1.1 as to the rights of entry:-
 - 1.1.1 effecting entry at a reasonable time (or at any time in an emergency)
 - 1.1.2 giving reasonable notice
 - 1.1.3 causing as little damage as possible and
 - 1.1.4 making good to the reasonable satisfaction of any person thereby affected any damage caused
 - 1.2 as to the rights in respect of the Service Installations making all payments due pursuant to the Third Schedule

NOTICES

2. Section 196 of the Law of Property Act 1925 shall apply to any notice served under this lease

DISPUTES

3. If at any time during this demise any dispute shall arise between the Lessor and the Lessee or between the Lessee and any other Lessee or tenant of the Lessor or the owners or occupiers for the time being of any of the other parts of the Development adjoining the Building relating to:
 - 3.1 the Property the Building the Development or Service Installations
 - 3.2 any rights granted or reserved
 - 3.3 any payments due or
 - 3.4 any covenants agreements or declaration then such dispute shall be referred by any of the parties thereto to the determination and award of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) who shall be entitled to call for expert advice if necessary and whose determination and award shall be final and binding on the Lessee and the other party or parties to the dispute and whose fees (including any expert's fees) and expenses shall be borne by the Lessee and the other party or parties to the dispute in such proportions as such Solicitor shall determine

LIGHT AND AIR

4. The Lessee shall not by implication prescription or otherwise than by grant in this Lease become entitled to any right of light or air or other easement which would restrict or interfere with the free use for building or any other purpose of the Development or any adjoining or neighbouring land belonging to Crest (or any other Company in the same group)

THIRD PARTY LIABILITY

5. Crest shall not be liable or responsible for any inconvenience injury accident or damage which may at any time be suffered by the Lessee (either personally or in respect of the Property or any property of the Lessee therein) or by any member of the Lessee's family or by any employee servant or licensee of the Lessee and whether by reason of any act default or neglect of the Lessor or any servant of the Lessor or of another Lessee (if any) or through any defect in any fixture fitting pipe wire guttering drain cable or other thing in or about the Building or any part thereof (including the Property) unless Crest shall have been given previous written notice of such defect by the Lessee and shall have failed to remedy the same within a reasonable period

MODIFICATION

6. Crest may at any time modify or release any covenant or other restriction enforceable by it in respect of any part of the Development or any adjoining or neighbouring land and Crest shall not be bound by any plotting or development scheme relating to the Development or such other land and may at any time modify or abandon any such scheme

PARTY WALLS

7. All walls dividing the Building from any part of the Development are party and repairable and maintainable as such unless:-
- 7.2 they are rear and/or gable walls or buildings which do not abut onto adjoining buildings on the Development in which case they belong to the Building

INTERPRETATION

8. This Lease shall (unless the context requires otherwise) be interpreted so that:-
- 8.1 (unless otherwise stated in either case) references to clauses and Schedules are references to Operative Clauses of and Schedules to this Lease and their respective sub-divisions and references to paragraphs are references to paragraphs of the Schedule in which the reference appears
- 8.2 headings and marginal notes are inserted for convenience only and shall not affect the construction of this Lease
- 8.3 the expressions "Crest" and "the Lessee" shall extend to their respective successors in title
- 8.4 the singular number shall include the plural number (and vice versa)
- 8.5 the neuter gender shall include the masculine and/or feminine genders (and vice versa in either case)
- 8.6 all covenants shall (where more than one person gives or becomes bound by them) be treated as joint and several
- 8.7 references to doing any act shall extend to arranging or allowing such act and

8.8 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Lease) and shall include references to any provisions of which they are re-enactments (whether with or without modification)

EXECUTED AS A DEED by

CHRISTINE LOUISE TIGHE

**AS ATTORNEY FOR
CREST NICHOLSON OPERATIONS LIMITED**

In the presence of:-

Witness

Signature

Name:

Address:

[Signature]
TRACEY WARR

CREST NICHOLSON SOUTH LIMITED

SALES ADMINISTRATOR

[Signature]