

DATED

2nd October

1987

MAXIM HOMES LIMITED

(with JEFFERIES MEWS MANAGEMENT COMPANY LIMITED

as a party thereto)

to

MRS F R WOODS

L E A S E

of

Flat 5 and car parking space P 5 Jefferies Mews,  
Marlborough Road, Coate Water, Swindon, Wiltshire.

Term begins : 25th December 1986  
For years : 99  
Term expires : 24th December 2085

*EN*

*£256 + PD + bsp Nett. Inc.*

Kraus McBrien & Morant,  
P O Box 74, Princes Street,  
Swindon, Wilts, SN1 2HQ.

*10/10/87  
20/10/87*

I N D E X

(for convenience, not to affect interpretation of clauses)

| <u>Clause:-</u> |  | <u>Page:-</u> |
|-----------------|--|---------------|
| 1.              | Consideration and payments                 | 1             |
| 2.              | Definitions                                | 2             |
| 3.              | Demise and rent                            | 3             |
| 4.              | Lessee's covenant to perform regulations   | 4             |
| 5.              | Lessee's indemnity covenant                | 4             |
| 6.              | Lessee's general covenants                 |               |
| (a)             | Payment of rent                            | 5             |
| (b)             | Payment of outgoings                       | 5             |
| (c)             | Payment for fuel and telephone<br>services | 5             |
| (d)             | Repair                                     | 5             |
| (e)             | Internal Decorations                       | 5             |
| (f)             | Lessor's inspections                       | 5             |
| (g)             | Notices of repair                          | 6             |
| (h)             | Alterations                                | 6             |
| (i)             | Lessor's costs                             | 6             |
| (j)             | Assignment, underletting etc               | 6             |
| (k)             | Notice of assignment, underletting<br>etc  | 7             |
| (l)             | Access for repair                          | 7             |
| (m)             | Compliance with notices                    | 8             |
| (n)             | Compliance with planning law               | 8             |
| (o)             | Lessor's costs                             | 8             |
| (p)             | Compliance with statutes etc               | 8             |
| (q)             | Reletting, viewing etc                     | 8             |
| (r)             | Yielding up                                | 9             |
| (s)             | Not to obstruct windows etc                | 9             |
| (t)             | Disputes etc                               | 9             |

|   |    |
|---|----|
| 7. Service Charge provisions  | 10 |
| 8. Management Company's covenants re Building and Estate management | 12 |
| 9. Lessors covenants  | 14 |
| (a) Quiet enjoyment   | 14 |
| (b) Imposition of covenants in other Leases                         | 14 |
| (c) To enforce  | 14 |
| 10. Forfeiture  | 15 |
| 11. Provisos  | 15 |
| (a) Concerning compensation   | 15 |
| (b) Concerning user of adjoining buildings                          | 15 |
| 12. Service of notices  | 15 |
| 13. Application to Registrar  | 16 |

Schedules:-

|  |    |
|--|----|
| 1. The Demised Premises                    |    |
| Part one - the Flat                        | 16 |
| Part two - the Parking Space               | 16 |
| 2. Easements rights and privileges granted | 17 |
| 3. Exceptions and reservations             | 18 |
| 4. Regulations                             | 18 |

2. IN THIS LEASE:

- (a) The expression "the Demised Premises" means the property described in Parts One and Two of the First Schedule
- (b) The expression "the Estate" means the land comprised in title number WT55280 on or since 2nd April 1986 whether or not already disposed of by the Lessor and "the Common Parts" means all such land together with any buildings or any part of any buildings thereon not demised or intended to be included in a demise
- (c) The expression "the New Road" means the road constructed or in the course of construction as part of the Estate
- (d) The expression "the Building" means the block of which the Demised Premises form part and or the other blocks comprising any other flats on the Estate
- (e) The expression "the Flat" means that part of the Demised Premises described in Part One of the First Schedule
- (f) The expression "the Parking Space" means that part of the Demised Premises described in Part Two of the First Schedule
- (g) The expression "the Bin Store" means the bin store which forms part of the Common Parts
- (h) The expression "the Drying Area" means the drying area which forms part of the Common Parts
- (i) The expression "Structure" means the parts of the Building comprising the foundations all concrete floor slabs (but not the floor screed and insulating material on them) all exterior and other load bearing walls (including all window frames but not including such glass therein or surfaces as are described in Part One of the First Schedule hereto) the ceiling joists above the top floor level and the roof with all drains cisterns tanks pipes cables and wires serving more than one of

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

LEASE OF PART

The Title Number allocated  
will on registration be  
officially entered opposite :

COUNTY AND DISTRICT

WILTSHIRE - THAMESDOWN

TITLE NUMBER

WT55280 (part)

PROPERTY

Flat 5 and Car Parking Space

P 5 Jefferies Mews

Marlborough Road

Coate Water Swindon

THIS LEASE is made the

2nd

day of

October

1987 BETWEEN (1) MAXIM HOMES LIMITED whose registered office is at Maxim House 692 Bristol Road South Birmingham West Midlands ("the Lessor") (2) JEFFERIES MEWS MANAGEMENT COMPANY LIMITED whose registered office is at P O Box 74 Princes Street Swindon Wiltshire ("the Company") and (3) FRANCIS ROSEMARY WOODS of 1 Mayfield Close, Stratton St Margaret, Swindon, Wiltshire

("the Lessee") IN CONSIDERATION of the payments referred to in Clause 1 hereof and of the rent hereinafter reserved and the covenants by the Lessee hereinafter contained

1. THE LESSOR acknowledges receipt of Forty five thousand six hundred pounds (£ 45,600-00) paid by the Lessee and the parties to this Lease acknowledge that the initial yearly sum referred to in Clause 7(a) of this Lease is £ 197.15

the flats in the Building and for the time being not maintainable by any local or public authority laid in under or over the Estate and the expression "Structural" shall be construed accordingly

(j) where the context admits the expressions "the Lessor" "the Lessee" and "the Company" include their respective successors in title

(k) if the expression "the Lessee" includes two or more persons then:

(i) Unless the context otherwise requires the singular shall include the plural and vice versa and any covenant by the Lessee shall be deemed to be joint and several by or on the part of all the persons included in the expression "the Lessee" and the covenants contained in Clauses 8 and 9 shall be deemed to be covenants with such persons jointly and severally and

(ii) ~~the persons included in the expression "the Lessee" declare that the Demised Premises are demised to them as beneficial joint tenants/tenants in common in equal shares and that the survivor of them shall/shall not be capable of giving a valid receipt for any monies arising on any dealings with the Demised Premises~~

3. THE LESSOR as beneficial owner to the intent that the same covenants for title may be implied as if a demise at a rent were not excluded from the effect of Section 76 of the Law of Property Act 1925 HEREBY DEMISES unto the Lessee ALL THAT the Demised Premises TOGETHER WITH (in common with all others at any time similarly entitled) the rights set out in the Second Schedule

(this grant being subject to the Lessee contributing as provided in Clause 7) in each case for the benefit of the Lessee PROVIDED always that none of the rights granted shall apply to or be exercised over any land comprising an electricity sub-station site or similar installation but EXCEPT AND RESERVING to the Lessor and the owners and occupiers on the Estate who are capable of benefiting thereby and all others authorised by them the rights set out in the Third Schedule TO HOLD the same unto the Lessee for the term of ninety nine years from the 25th December 1986 YIELDING AND PAYING from the date hereof throughout the term the yearly rent of a peppercorn (if demanded) payable on the 25th December in every year in advance the first of such payments to be made on the date hereof

4. THE LESSEE COVENANTS separately with the Lessor and the Company and with and for the benefit of the owners and lessees from time to time during the said term of the other flats forming part of the Estate that the Lessee and the persons deriving title under him or her will at all times hereafter observe and perform the regulations set forth in the Fourth Schedule hereto PROVIDED THAT the right is reserved to the Company to make such other regulations from time to time as in its absolute discretion it shall think fit for the management of the Estate

5. THE LESSEE COVENANTS with the Lessor by way of indemnity only to perform and observe the covenants referred to in the Charges Register of Title Number WT55280 so far as the same relate to the Demised Premises and to indemnify the Lessor against any liability resulting from their future breach or non-observance

6. THE LESSEE COVENANTS separately with the Lessor and the Company that the Lessee will throughout the said term:

- (a) Pay the rent hereby reserved at the time and in manner in which the same is hereby made payable
- (b) Pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or on the owner or occupier in respect thereof
- (c) Pay all charges for any telephone services and for electricity supplied to the Flat including all rentals and standing and meter charges and indemnify the Lessor in respect thereof
- (d) Repair maintain renew uphold and keep the Flat including the pipes wires and cables serving it exclusively and all fixtures in good repair and condition and keep the Parking Space properly surfaced and in a clean and orderly state except for damage ensuing from any risk against which the Company is liable to insure pursuant to Clause 8(a) in so far as such insurance is not vitiated by the act or default of the Lessee or his or her servants agents licensees visitors or sub-lessees
- (e) In the seventh year of the term and in every succeeding seventh year and in the last year of the term (howsoever determined) paint and/or decorate all internal parts of the Flat
- (f) Permit the Lessor and the Company and their respective duly authorised surveyors or agents with or without workmen and others upon giving previous notice in writing (except in case of emergency) at all reasonable times to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state and condition thereof.

(g) Make good all defects decays and wants of repair of which notice in writing shall have been given by the Lessor or the Company to the Lessee and for which the Lessee is liable under this Lease within one month after the notice and if the Lessee shall at any time fail to perform any of the covenants contained in Paragraphs (d) or (e) of this Clause it shall be lawful (but not obligatory) for the Lessor or the Company at all reasonable times during the term with or without workmen and others to enter upon the Demised Premises and perform those covenants and their cost shall be payable by the Lessee to the Lessor or the Company on demand and recoverable as rent in arrear

(h) Not make any alterations in or additions to or cut mutilate or injure any part of the Estate and in particular the Demised Premises or any part thereof or remove any of the Lessor's fixtures

(i) Pay all costs charges and expenses (including Solicitors' costs and surveyors' fees including Value Added Tax or other tax thereon) incurred by the Lessor incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court or incidental to the inspection of the Demised Premises and the drawing up of schedules of dilapidations

(j) (i) Not at any time during the term to part with possession of part only of the Demised Premises

(ii) Not at any time during the term without the prior written consent of the Company (not to be unreasonably withheld) transfer underlet or part with the possession of the Demised Premises it being agreed that such consent may reasonably be withheld by the Company where the Lessee has failed to make all or part of any contribution or payment being payable under Clause 7 Provided That the Lessee may without such consent mortgage by way of sub-demise

(iii) Cause every Transfer or underlease to contain a covenant in the following terms:

"The Transferee(s)/Underlessee(s) (jointly and severally) apply for membership of and covenant(s) with Jefferies Mews Management Company Limited to observe and perform all the covenants on the part of the Lessee contained in the Lease dated the *2nd October 1987*".

(iv) Cause the Transferee contemporaneously with every transfer of this Lease to apply in writing for membership of the Company

(k) Deliver to the Lessor and the Company by their solicitors Kraus McBrien & Morant or successors at P.O.Box 74 Princes Street Swindon Wiltshire SN1 2HQ with a registration fee of not less than £10.00 (within twenty-eight days after execution) a verified copy of every transfer charge or underlease of the Demised Premises and a verified copy of every assignment of every such underlease and also every probate letters of administration order of Court or other instrument effecting or evidencing a devolution of title to the said term or as regards any such underlease

(l) At all reasonable times during the term permit the Lessor and the Company with workmen and others upon giving reasonable prior notice in writing (or in the case of emergency without notice) to enter the Demised Premises or any part thereof to make repair maintain support rebuild cleans light and keep in order and good condition any part of the Building or the Common Parts and all cisterns tanks sewers drains pipes cables watercourses gutters wires party or other structures serving the Building or the Common Parts or any part thereof and also to lay down maintain repair and test drainage and water pipes and electric wires and cables for similar purposes the persons exercising this permission causing as little inconvenience as possible to the Lessee and making good any damage caused but without prejudice to any covenants by the Lessee contained in this Lease

(m) Forthwith upon receipt comply at his or her own expense with any notice order or direction received from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether served directly on the Lessee or received in original or copy form from any underlessee or other person whatsoever so far as such notice order direction or the Act regulations or other instrument under which it is issued or the provisions hereof require him or her so to do and deliver to the Lessor a true copy of such notice order or direction and if so required by the Lessor join it in making such representations to any appropriate authority concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Common Parts as the Lessor may consider desirable and join it in any such appeal or application to the Court against such notice order or direction as the Lessor may consider desirable

(n) Not do or permit any act matter or thing on the Demised Premises which may contravene the Town and Country Planning Acts 1947 to 1971 or any enactment amending or replacing them and keep the Lessor indemnified against all liability in respect thereof

(o) Pay all reasonable costs and expenses of the Lessor (including all Solicitors' and Surveyors' costs and fees and Value Added Tax or other tax thereon) incurred in granting any consent under this Lease

(p) Comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or court so far as the Lessee is liable hereunder (whether the same are to be complied with by the Lessor or the Lessee or the occupier) and forthwith give notice in writing to the Lessor of such order direction or requirement as aforesaid

(q) Permit the Lessor or its surveyors or agents at any times during the last six months of the term howsoever determined to exhibit suitable notice

boards in any part of the Building (but so that no notice shall be exhibited in or upon any windows or doors of the Flat) that the Demised Premises or the whole or any part of the Building and curtilage are or is to be let or sold and also at any convenient time in the day by appointment if reasonably possible to enter the Demised Premises with any persons desiring to view them and allow any persons producing a written authority from the Lessor or its surveyors or agents to enter and view

(r) At the expiration or sooner determination of the said term peaceably surrender and yield up to the Lessor all and singular the Demised Premises together with all additions thereto and all landlord's fixtures and fittings (if any) in good repair and condition in accordance with the Lessees covenants

(s) Not stop up darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new window light-opening doorway path passage or drain or other encroachment or easement to be made or acquired into against or upon the Demised Premises and if any such encroachment or easement shall be made or attempted to be made forthwith upon first becoming aware thereof notify the Lessor in writing and at its request and cost adopt such means as it may reasonably require to prevent such encroachment or the acquisition of any such easement

(t) Refer to the Company any dispute difference or complaint that may arise between the Lessee and the other lessees or occupiers in respect of the Demised Premises or the Common Parts and comply with the decision of the Company on such dispute difference or complaint which decision shall be final and binding on all parties PROVIDED THAT this covenant shall not place or be deemed to place any obligation on the Company to decide any such dispute difference or complaint if it in its absolute discretion declines to give such decision

7 (a) THE LESSEE COVENANTS separately with each of them the Lessor and the Company and with and for the benefit of the owners and lessees from time to time of the other flats comprised in the Estate that the Lessee will at all times hereafter pay to the Company in advance from time to time by equal half yearly instalments to be paid on the 1st April and the 1st October in each year as a contribution towards the expenditure reasonably incurred or to be incurred by the Company in carrying out its powers or obligations under Clause 8 the initial yearly sum referred to in Clause 1 or such other yearly sums as may from time to time be certified as provided in this Clause the first payment to be a proportionate part of such yearly sum for the period from the date hereof up to and including the day immediately before 1st April or 1st October whichever next follows the date hereof and to be paid on or before the execution of this Lease each such half yearly instalment to be recoverable in default by action brought by the Company against the Lessee

(b) IN this Clause the expression "accounting period" means the period commencing on 1st April in any year and ending on the subsequent 31st March

(c) FROM time to time the Company shall certify in writing the yearly sum to be paid by the Lessee pursuant to paragraph (a) of this Clause calculated by dividing the Company's estimate of the expenditure relating to the Common Parts respectively to be incurred during the then next following accounting period by the Company in carrying out its powers or obligations under Clause 8 equally between all the flats on the Estate such estimates to include such amount as the Company may in its absolute discretion estimate as a contingency against expenditure reasonably expected to be incurred in any future accounting period

(d) IF the expenditure relating to the Common Parts incurred by the Company in any accounting period (hereinafter called "the annual cost") in carrying out its powers or obligations under Clause 8 is less than the aggregate amount paid or payable by the owners and lessees of all the flats on the Estate in the accounting period in question (hereinafter called "the annual contribution") together with any unexpended surplus brought forward from any previous accounting period the difference (being the unexpended surplus for the accounting period in question) shall be accumulated by the Company and shall be applied in or towards the annual cost in the next succeeding or future accounting period or periods

(e) IF in any accounting period the annual cost incurred on or about the Company's powers or obligations under Clause 8 exceeds the annual contribution together with any unexpended surplus and a certificate of the amount of such excess is served upon the Lessee by the Company then the Lessee shall pay within twenty-eight days of the service of such certificate a proportion of the amount of such excess calculated in the same way as the calculation of the yearly sum pursuant to paragraph (c) of this Clause and the said payment shall be recoverable from the Lessee in case of default action

(f) EACH certificate pursuant to paragraphs (c) and (e) of this Clause shall contain a summary of:

- (i) the actual expenditure and payments received by the Company during the last preceding accounting period and
- (ii) the estimates of expenditure and the contingencies on which the yearly sum is calculated in accordance with the relevant paragraph of this Clause

8. THE COMPANY COVENANTS separately with the Lessor and the Lessee that it will at all times (subject to contribution and payment in accordance with Clause 7 hereof):

(a) Insure and keep insured the Building and all such of the items referred to in paragraph (b) of this Clause as may from time to time reasonably be insured (unless such insurance shall be vitiated by any act or default by the Lessee or other owner lessee or occupier of any part of the Estate) against damage or destruction by fire explosion storm tempest earthquake civil aircraft and such other risks (if any) as the Company may think fit and as may reasonably from time to time be insured in some insurance office of repute in the full reinstatement value thereof and an amount for professional fees and other incidental expenses in connection with the repair rebuilding and reinstatement thereof and will insure the fixtures and fittings plant and machinery (if any) of the Lessor against such risks as are usually covered by flat owners comprehensive policy and against third party claims made against it in respect of management of the Estate and whenever required produce to the Lessee (but not more than once in any one year) a certificate from the insurers stating for what sums such insurance shall have been placed and to what date the premium has been paid and will in the event of the Building or such items or any part thereof being so damaged or destroyed lay out the insurance moneys as soon as reasonably practicable in the repair rebuilding or reinstatement of the Building or the items so damaged or destroyed

(b) Take all reasonable steps to maintain and keep in good and substantial repair and condition:

(i) The Structure (except for any glass in both windows and doors forming part of the demised premises) of the Building and the main entrances halls

stairways passages landings and all other Common Parts of the Building which are used in common by the owners or occupiers of any two or more of the flats comprised therein

(ii) The Bin Store and Drying Area and all such water pipes drains television aerials and boosters electric cables and wires in under and upon the Estate as are enjoyed or used in common by the owners or lessees of the flats on the Estate except any intended for adoption by any local public or statutory authority

(iii) All vehicle crossovers kerbs walls railings fences (including all walls railings and fences which bound the Estate) gates landscaped areas and other facilities provided for the common benefit of all owners and occupiers of flats on the Estate

(c) Keep clean and properly lighted (save when prevented by causes beyond its control) the Common Parts of the Estate

(d) As often as shall in the opinion of the Company's surveyor be reasonably necessary stain or paint as appropriate the whole of the outside wood and metalwork of the Building as in its discretion is considered appropriate

(e) Employ on such terms and conditions of employment as the Company shall in its absolute discretion think fit such person or persons as shall be reasonably necessary from time to time for the performance of the covenants contained in this Clause or delegate the performance of any of its obligations under this lease to an Agent or Agents either generally or in particular instances

(f) Without prejudice to the foregoing do or cause to be done all such works installations acts matters and things as may in the absolute discretion of the Company be necessary or advisable for the management of the Common Parts of the Estate and pay a reasonable proportion of the expense incurred on or towards the making supporting repairing cleansing

and amending of all walls and structures common sewers and drains (but excluding those exclusively comprised in or serving the Demised Premises or any other flats on the Estate )

(g) Keep an account relating to the Common Parts of the contributions received and the expenditure incurred by the Company in respect of the covenants set out in this Clause

(h) As soon as is reasonable after the expiry of each accounting period as defined in Clause 7 (b) cause the accounts referred to in paragraph (g) of this Clause to be audited by the Company's accountants whose certificate if called for shall be final and binding on the parties hereto and supply to the Lessee after reasonable notice a copy of the audited accounts at his or her expense

9. THE LESSOR COVENANTS with the Lessee but so that it shall cease to be liable under such covenants once it shall have parted with all right and title to the freehold reversionary interest in the Demised Premises that:

(a) The Lessee paying the rents hereby reserved and performing and observing the several covenants on his or her part and the conditions herein 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 it

(b) Every lease granted by the Lessor of any flat on the Estate shall contain covenants to the same effect as Clauses 4 5 6 7 and 8

(c) If required by the Lessee and subject to him or her providing such security as to costs as the Lessor may reasonably require the Lessor will at the cost of the Lessee take or bring all reasonable steps and proceedings to enforce the covenants referred to in Paragraph (b) of this Clause

10. IF the rent hereby reserved or the annual contribution or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then it shall be lawful for the Lessor or any person duly authorised by it 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 the right of action or remedy of the Lessor or the Company in respect of any breach of the Lessees covenants herein contained

11. PROVIDED ALWAYS and it is hereby agreed that:

(a) Notwithstanding anything herein contained the Lessor and the Company shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor or the Company in respect of any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Company of repairs decorations additions alterations or other works which may appear to the Company to be necessary or desirable to the Demised Premises or the Common Parts

(b) Nothing in this Lease shall operate to prevent the Lessor or other owner of the buildings adjoining or neighbouring the Demised Premises from dealing therewith as it or they may think fit without making any compensation to the Lessee whether or not any building erected thereon shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Lessee or the tenant or occupiers of the Demised Premises

12. SECTION 196 of the Law of Property Act 1925 or any statutory modification or re-enactment thereof shall apply to all notices required to be served hereunder

13. THE PARTIES to this Lease apply to the Chief Land Registrar to enter the following restriction on the Register:

"Except under an Order of the Registrar no Transfer Assent or Underlease is to be registered without the consent of Jefferies Mews Management Company Limited"

IN WITNESS whereof the Lessor and the Company have caused their respective Common Seals to be hereunto affixed and the Lessee has hereunto set his or her hand and seal the day and year first before written

THE FIRST SCHEDULE

Part One

(The Demised Premises - the Flat)

The groundfloor flat (and in the case of Ground floor Flat numbers 17, 19, 21, 23, 25, and 27 only the patio area) shown edged red on the attached Plan being part of the land comprised in Title Number WT55280 and forming part of the Building and known for development purposes as flat 5 Jefferies Mews Marlborough Road Coate Water Swindon Wiltshire and including all floor screed and insulating material ceiling materials window glass all walls within the Flat all plaster plasterboard tiling and other internal surfaces of all structural walls and the external door (and its frame) to the Flat but not any part of the structure as defined in paragraph i of Clause 2 of this Lease

Part Two

(the Demised Premises - the Parking Space)

The parking space shown edged red on the attached Plan being part of the land comprised in Title Number WT55280 and known for development purposes as Parking Space number P 5 Jefferies Mews aforesaid

THE SECOND SCHEDULE

(Easements Rights and Privileges)

- (a) Full right and liberty for the Lessee and all persons authorised by him or her (in common with all others entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass with or without vehicles over and along the appropriate parts of the New Roads and visitors car parking spaces (included in the estate) until such time only as the same shall be adopted as or incorporated as highways maintainable at the Public expense and over and along the appropriate parts of the Common Parts affording access to the Parking Spaces and on foot only over and along the appropriate parts of the Common Parts leading to the Bin Stores and Drying Areas and affording access to the Flat
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from its foundations and roof
- (c) The right to uninterrupted passage and running of water soil electricity television and telephone services from and to the Flat through the storage tanks sewers drains gutters watercourses and television aerials cables pipes wires ducts and conduits which now are or may at any time during the period hereinafter called the specified period commencing on the date hereof and enduring for eighty years (which said period shall be the perpetuity period applicable to this lease) be in under or passing through the Building or the Estate or any part thereof and the right to enter at any reasonable times into any part of the Building or the Common Parts as reasonably necessary to perform the obligations set out in Clause 6 (d)
- (d) Without prejudice to any rights of action or otherwise for the time being available to the Lessor or the Company or to lessees or occupiers of other flats comprised in the Estate the benefit of the covenants by lessees contained in the leases granted or to be granted of other flats comprised in the Estate

(e) The right to connect any television set in the Flat with any aerials for the time being available on the estate

(f) Provided that the Lessee maintains and replaces from time to time as necessary the dustbin hereinafter referred to and does not permit the Bin Store to become unclean or untidy full right and liberty for the Lessee to keep and use one dustbin for the disposal of normal household refuse in such position as may from time to time be designated by the Company in the Bin Store

(g) The right to hang clothes or washing in the Drying Area provided the Lessee does not permit the Drying Area to become unclean or untidy.

#### THE THIRD SCHEDULE

(Exceptions and Reservations)

(a) Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set out in paragraphs (b) and (c) of the Second Schedule

(b) Power for the Company and its duly authorised surveyors or agents with or without workmen and others upon giving reasonable previous notice in writing (or in the case of emergency without notice) at all reasonable times to enter the Demised Premises for the purpose of carrying out the Company's obligations under Clause 8

(c) All such rights as may be reasonably necessary in respect of the wires through the Flat connecting the television aerial to the wall sockets provided in the Flat and any other flats on the Estate

#### THE FOURTH SCHEDULE

(Regulations)

(a) Not to use the Flat and the Parking Space nor permit the same to be used other than as a private flat in the occupation of one family and a parking space for the parking of a private motor vehicle or commercial vehicle not exceeding 25 cwt unladen weight respectively nor for any purpose

from which nuisance annoyance or damage can arise to the owners lessees or occupiers of the other parts of the Estate nor for any illegal or immoral purposes and not to permit any auction to be held on any part of the Demised Premises

(b) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any part of the Estate including the Building or may cause an increased premium to be payable nor to keep or permit any inflammable substances in or about the Flat and to repay to the Company all sums paid by way of increased premium and all expenses incurred by it in or about the renewal of such policy or policies rendered necessary by a breach of this regulation

(c) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat but to dispose of all refuse from the Flat and the Parking Space in the receptacles provided for this purpose in the Bin Store

(d) No musical instrument television radio loudspeaker or other noise-making instrument so as to be audible to occupiers of other flats on the Estate shall be played or used nor shall there be any singing in the Flat between the hours of midnight and 8 a.m. and not at any other time so as to cause any nuisance or annoyance to any of the other occupiers of flats on the Estate and for the purposes hereof the decision of the Company as to what constitutes a nuisance or annoyance shall be final and binding on the parties (but without obligation on the Company to render such decision)

(e) No name writing drawing signboard plate or placard of any kind shall be put on or in any window or on the exterior of the Flat so as to be visible from the outside other than the Lessee's name and the postal number of the Flat

(f) No clothes or washing any description or other article shall be hung or exposed in or upon any part of the Flat so as to be visible from the outside

and (without the previous consent of the Company) no flower box pot or other like object shall be placed outside the Flat and no mats brooms or other articles shall be shaken inside the common parts of the Building or out of the windows of the Flat

(g) No bird dog or other animal shall be kept in the Flat without the prior written consent of the Company such consent to be at its sole discretion and to be revocable at any time on complaint of any nuisance or annoyance being caused to any lessee or occupier of any other flat on the Estate

(h) Not to erect any external radio or television aerials

(i) Not to cause any obstruction howsoever in the Common Parts or the Bin Store or the Drying Area nor in or on the New Roads or visitors parking spaces by leaving parking or permitting to be left or parked any motor cycle bicycle perambulator or other vehicle or thing belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or her friends servants or visitors and to observe all regulations made by the Company from time to time relating to the parking of such vehicles

(j) Not to permit or suffer the Lessee's children or those of friends servants or visitors of the Lessee to play upon any halls passageways staircases in the Building in the Bin Store or the Drying Area.

(k) Not to park or keep on any part of the Estate any caravan boat or trailer and not to use or permit to be used any vehicle on any part of the Estate which has not been constructed for such use and not to park or keep on the Estate any commercial vehicle save as aforesaid

(l) Not to do or permit the licensees of the Lessee to do any damage to any Building or the fixtures fittings and chattels therein contained and the curtilage adjoining such buildings or premises and forthwith on demand by the Company to pay to the Company the costs of making good any such damage

(m) Regularly during the term to cause all windows of the Flat to be cleaned internally and externally and to keep those windows at all times curtained in a style appropriate to a private residence

(n) Not at any time to interfere with the external decorations or painting of the Flat or any part of the Common Parts

THE COMMON SEAL OF MAXIM HOMES)

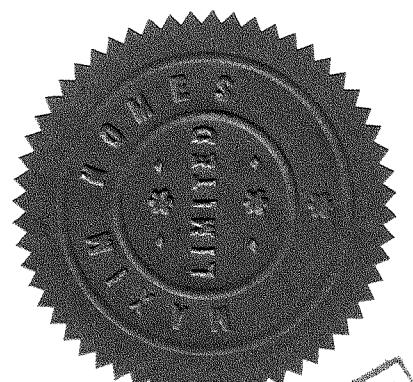
LIMITED was hereunto affixed )

in the presence of :- )

Director

Re Rusoe

Secretary



THE COMMON SEAL OF JEFFERIES )

MEWS MANAGEMENT COMPANY )

LIMITED was hereunto affixed )

in the presence of :- )

Director

J C B  
W  
Secretary



SIGNED SEALED AND DELIVERED )

by the said FRANCIS ROSEMARY WOODS ) F R Woods

in the presence of :- )

O'Falls  
20 Commercial Rd  
London  
Legal Secretary, Moxon, Mathews

proposed drying area

proposed drying area

Marlborough Road

1000

