Dated 28th January 2013 ~~2012~~

McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED

and

[redacted]

DEED OF VARIATION

relating to

[redacted]**PADSTOW ROAD, SWINDON SN2 5EQ**

Michael Simkins LLP
SOLICITORS

Lynton House
7-12 Tavistock Square
London WC1H 9LT

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DX7 London Chancery Lane

THIS DEED is made the 28th day of January 2013 ~~2012~~

BETWEEN:

(1) **McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED** (Co. Reg. No. 4705202) whose registered office is situated at Crown House, 37-41 Prince Street, Bristol BS1 4PS ("the Landlord") of the one part

(2) [redacted] whose registered office is at [redacted] ("the Tenant") of the second part

BACKGROUND

(A) This deed is supplemental to a lease dated 19 November 2004 and made between (1) George Wimpey South West Limited (2) Barratt Homes Limited (3) McArthur Court (Swindon) Management Company Limited and (4) [redacted] ("the Original Tenant") ("the Lease") whereby the property situate at and known as [redacted] Padstow Road, Swindon SN2 2EQ ("the Property") was demised to the Original Tenant.

(B) The reversion immediately expectant on the determination of the term of the Lease is now vested in the Landlord and registered under title number WT304882

(C) The unexpired residue of the term under the Lease is now vested in the Tenant and registered under title number WT235107

(D) By means of a Legal Charge dated 8 October 2008 and made between (1) the Tenant and (2) the Tenant's mortgagee, The Royal Bank of Scotland plc ("the Mortgagee"), the leasehold land registered at the Land Registry in respect of the Property under title number WT235107 was charged to the Mortgagee

(E) It has been agreed between the parties hereto that the Lease (a copy of which is annexed to this Deed) shall be varied in the manner set out below

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Words used in this Deed shall have the same meanings as defined in the Lease (save where the context requires otherwise)

1.2 At any time when the Landlord or the Tenant comprises two or more persons such expressions shall include all or either or any such persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such persons jointly and severally

1.3 Headings of paragraphs and schedules (if any) and the front cover of this deed shall be deemed not to form part of it and shall not be taken into account in the construction or interpretation of it

2. VARIATION

The Landlord and Tenant have agreed (with the consent of the Mortgagee) to vary the Lease so that it shall from the date of this Deed be read and construed as varied by the following provisions:

(a) The words "and Garage 281(G)" shall be added between the number "[redacted]" and the word "Centrum" in paragraph numbered 3 of Schedule 7; and

(b) The word "not" shall be deleted between the words "does" and "include" in paragraph numbered 4.6 of Schedule 7

(c) The words "less 2 days" shall be added between the words "years" and "from" in clause 3.4.2 NSLW

3. **CONFIRMATION OF LEASE**

The Landlord and Tenant agree that the terms of the Lease shall continue in full force and effect (save as varied by this Deed)

4. **REGISTRATION**

The Tenant at its own cost will procure that this Deed is registered at the Land Registry against the registered title of the Lease (WT235107) and noted against the Landlord's registered leasehold title WT304882

5. **RIGHTS OF THIRD PARTIES**

No-one may enforce any term of this deed by virtue of the Contract (Rights of Third Parties) Act 1999

IN WITNESS whereof the Landlord and the Tenant have **EXECUTED** and **DELIVERED** these presents as a **DEED** the day and year first above written

SIGNED as a deed by **McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED** acting by a Director in the presence of:-))))

.....
Signature of Director

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

Occupation.....

SIGNED as a deed by [redacted] acting by a Director in the presence of:-))))

.....
Signature of Director

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address...

Occupation

These are the notes referred to on the following official copy

Title Number WT235107

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

I HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL

DATED 19 November 2004

GEORGE WIMPEY SOUTH WEST LIMITED

and

BARRATT HOMES LIMITED

and

McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED

to

[redacted]

LEASE

of
Apartment
Plot [redacted] "Centrum" McArthur Court Penzance Road Swindon

---

Term	:	155 years
Commencement Date	:	1 January 2003
Rent	:	£150.00 per year

15 July 2004
PE/02414/915
LEASE (Plots 226-259 and 268-287 only)
GEORGE WIMPEY CENTRUM McARTHUR COURT

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Plans

Plan 1 showing Accesses and Parking Areas and Open Space
Plan 2 showing (if applicable) plots edged red
Plan 3 showing (if applicable) floor plan edged red

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LAND REGISTRY

Land Registration Act 2002

LEASE OF PART

ADMINISTRATIVE AREA	:	SWINDON
LESSOR'S TITLE NUMBER	:	WT228502
TITLE NUMBER TO BE ALLOTTED	:	
PROPERTY	:	PLOT [redacted] 'CENTRUM' McARTHUR COURT PENZANCE DRIVE SWINDON

DATE

1. 200

PARTIES

2.1 **GEORGE WIMPEY SOUTH WEST LIMITED** (Company Number 977340) registered office St David's Court Union Street Wolverhampton WV1 3JE

2.2 **McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED** (Company Number 4705202) registered office Crown House 37-41 Prince Street Bristol BS1 4PS

2.3 The person named in paragraph 1 of Schedule 7

2.4 **BARRATT HOMES LIMITED** (Company Number 3018173) registered office Wingrove House Ponteland Road Newcastle upon Tyne NE5 3DP

DEFINITIONS

3. In this Lease (except where the context otherwise requires) the following expressions shall have the meanings given to them below

	Expression	Meaning
3.1	"Accesses"	the parts of the Estate coloured brown on Plan 1 that are laid out for vehicular and/or pedestrian access but specifically excluding the Parking Areas (subject to the provisions of clauses 16.4 and 17)
3.2	"Apartments"	the apartments on the Estate (a description of which is set out in Part 1 of Schedule 1)
3.3	"Bin Stores"	the parts of the Estate intended for use as bin stores
3.4	"Block"	the Block (being the block of Apartments served by the entrance way and staircase serving the Apartment) of

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		which the Property forms part
3.5	"Blocks"	the blocks of the Apartments
3.6	" Boundary Structures"	the external boundary structures of and adjoining the Estate
3.7	"Centrum"	"the Lessor's development at Penzance Drive Swindon being all the land now or previously registered under Title Number WT228502
3.8	"CH Building"	the CH Building of which the Property forms part
3.9	"CH Buildings"	the buildings which contain the Coach Houses and any Garages
3.10	"Coach Houses"	the coach houses on the Estate (a description of which is set out in Part 2 of Schedule 1)
3.11	"Common Parts"	the parts of the Blocks described in Part 1 of Schedule 2 and the CH Buildings described in Part 2 of Schedule 2
3.12	"Concurrent Lease"	the concurrent lease referred to in clause 5.4 of this Lease
3.13	"Dwellings"	the Houses and Apartments and Coach Houses
3.14	"Estate"	the development at McArthur Court Penzance Drive Swindon being all the land within Title Number WT218630 on and since the date of the registration of Barratt Homes Limited as the proprietor of it and which is shown by thick dark edging on Plan 1
3.15	"Estate Roads"	the roads and footpaths and cycleways now or later to be constructed within or serving the Estate which are intended to be adopted by the Highway Authority
3.16	"Estate Sewers"	the sewers and drains now or later to be constructed within or serving the Estate which are intended to be adopted by the Drainage Authority
3.17	"First Review Date"	1 January 2028
3.18	"Garages"	the garages (including drive-through garages) on the Estate (a brief description of which is set out in Part 4 of Schedule 1)
3.19	"Houses"	the houses on the Estate (a description of which is set out in Part 3 of Schedule 1)
3.20	"Index"	the Retail Prices Index (All Items) published by the Office for National Statistics

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3.21	"Initial Rent"	the rent first reserved by this Lease as specified in paragraph 2.2 of Schedule 7
3.22	"Lessee"	the party referred to in clause 2.3 and named in paragraph 1 of Schedule 7 and includes the person for the time being entitled to the Term
3.23	"Lessor"	the party named in clause 2.1 and includes the person for the time being entitled to the reversion immediately expectant on the Term
3.24	"Managed Areas"	the Accesses and the Parking Areas and the Open Space (subject to the provisions of clauses 16.4 and 17)
3.25	"Management Company"	the party named in clause 2.2 or its successor
3.26	"Open Space"	the parts of the Estate coloured green on Plan 1 (subject to the provisions of clauses 16.4 and 17) that are laid out for general amenity including public access
3.27	"Parking Areas"	the parts of the Estate coloured brown on Plan 1 which are laid out for car parking
3.28	"Perpetuity Period"	eighty years from 1 January 2003
3.29	" Planning Agreement"	the Agreement under S.106 of the Town and Country Planning Act 1990 made 19 December 2002 between 1. Swindon Borough Council 2. Barratt Homes Limited and 3. Carillion Swindon Limited
3.30	"Plans 1, 2 and 3 "	the plans so numbered which if so specified in paragraph 6 of Schedule 7 are attached
3.31	"Private Parking Space(s)"	the parking space(s) more particularly described in Part 5 of Schedule 1
3.32	"Property"	the Dwelling demised by this Lease and more particularly described in (as stated in paragraph 4 of Schedule 7) in Part 1or Part 2 or Part 3 of Schedule 1
3.33	"Railings"	the external railings shown by red lines on Plan 1
3.34	"Rent"	the rent payable under this Lease
3.35	"Review Dates"	the First Review Date and the date of commencement of each 26th year of the Term and references to a Review Date are references to any one of the Review Dates
3.36	"Review Period"	a period beginning on any Review Date and ending on the day before the next Review Date or the day before the end of the Term as the case may be

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3.37	"Service Charge"	the cost to the Management Company and/ or the Lessor of the items referred to in Schedule 5
3.38	"Service Suppliers"	all authorities companies corporations bodies and undertakings (whether statutory or otherwise) responsible for any Service Media and/or the Services and the exception and reservation in paragraph 2.1 of Part 2 of Schedule 3 shall be deemed also to be in favour of the Service Suppliers
3.39	"Service Media"	the sewers channels drains pipes gutters watercourses mains wires cables pillars aerials amplifiers receiver poles soakaways and any other apparatus for the transmission of Services to and from the Property
3.40	"Services"	the supply of water electricity and gas and radio television telephone and other audio visual and data signals and the disposal of foul and surface water
3.41	"Sewer Easement Strip"	the part (if any) of the Property being land within three metres measured horizontally from the centre line of a sewer laid in the Estate
3.42	"Term"	the term granted by this Lease of 155 years from 1 January 2003
3.43	"Visitors Parking Spaces"	the parking spaces intended for use by visitors to the Estate

INTERPRETATION

4. In this Lease then unless the context otherwise requires

4.1 the masculine gender includes the feminine and neuter genders and vice versa

4.2 the singular includes the plural and vice versa

4.3 references to persons include firms companies corporations or other bodies or persons and vice versa

4.4 where there are two or more persons included in the expression "the Lessee" then covenants expressed to be made by them shall be deemed to be made jointly and severally

4.5 where appropriate the expressions "the Lessor" "the Lessee" and "the Management Company" include their respective successors in title

4.6 references to Acts of Parliament or Sections of such Acts shall include modifications to or replacements of them

BACKGROUND

5.1 The Lessor has applied to become and is entitled to be registered as proprietor of Centrum at the Land Registry under Title Number WT 228502

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5.2 The Lessor is in the course of constructing or has recently constructed the Dwellings on Centrum

5.3 The Lessor intends to dispose of the Apartments and the Coach Houses by way of leases for terms of 155 years from 1 January 2003 containing (except as provided in clause 11.6) covenants similar to the covenants in this Lease

5.4 It is intended that after the demise of all the Apartments and Coach Houses the Lessor shall execute a Concurrent Lease of Centrum

5.5 Barratt Homes Limited being the owner of the land registered under Title Number WT218630 has agreed to enter into this Lease to grant the Lessee rights over the Managed Areas which fall within WT218630

DEMISE AND RENT

6.1 In consideration of the consideration specified in paragraph 2.1 of Schedule 7 now paid by the Lessee to the Lessor (the receipt of which is acknowledged) and of the rents and covenants on the part of the Lessee reserved and contained in this Lease the Lessor with full title guarantee demises to the Lessee the Property together with the rights set out in Part 1 of Schedule 3 (granted by the Lessor over the land now or formerly within Centrum and where appropriate granted by Barratt Homes Limited over the land within the remainder of the Estate) subject to the provisions of Part 4 of that Schedule To hold the same to the Lessee for the Term Subject to the rights excepted and reserved as set out in Parts 2 and 3 of Schedule 3 subject in each case to the provisions of Part 4 of that Schedule and to the covenants on the part of the Lessee contained in this Lease yielding and paying the Rent during the Term by two equal instalments in advance on the First January and First July in each year

6.2.1 Until the First Review Date the Rent is to be the Initial Rent

6.2.2 During each successive Review Period the Rent is to be a sum equal to the greater of the rent payable under this Lease immediately before the relevant Review Date and the revised rent that is ascertained in accordance with this clause

6.2.3 The Rent for any Review Period is to be determined at the relevant Review Date by multiplying the Rent payable in the preceding Review Period (or for the First Review Period the Initial Rent) by the following formula

$$\left(\frac{X}{Y}\right) \times 100$$

Where:

X = the value of the Index last published before the date of the Review Date at the start of the preceding Review Period (or in the case of the first review the date of the commencement of the Term)
Y = the value of the Index last published before the relevant Review Date

6.2.4 If the reference base used to compile the Index changes after the date of this Lease the figure taken to be shown in the Index after the change shall be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained

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6.2.5 If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever or if any dispute or question whatever arises between the parties as to the amount of the Rent for any Review Period or the construction or effect of this clause the dispute or question is to be determined by a valuer acting as expert who shall have full power to determine on such dates as he deems appropriate what would have been the relevant value had the Index continued on the basis and giving the information assumed to be available for the operation of this clause

6.3.1 The Lessor shall obtain copies of the Index and must supply the Lessee with a copy of the relevant Indices together with a calculation of the Rent for the next Review Period

6.3.2 Within 28 days after supply to the Lessee of the copy and statement referred to in clause 6.3.1 the Lessee shall notify the Lessor whether or not he agrees with the calculation

6.3.3 If the Lessee fails to notify the Lessor in accordance with clause 6.3.2 the Rent for the new Review Period shall be the amount stated in the Lessor's calculation

6.3.4 If it is impossible to determine the Rent in accordance with clause 6.3 it shall be determined in accordance with clause 6.2.5

6.4.1 The Lessee must continue to pay the Initial Rent or the Rent as last reviewed in accordance with the terms of this Lease until ascertainment of the reviewed rent for any Review Period

6.4.2 The revised Rent for any Review Period is to be payable from the relevant Review Date and must be paid until ascertainment of the Rent for the next Review Period or as appropriate for the remainder of the Term

6.4.3 On ascertainment of the Rent for any Review Period the Lessee must forthwith pay to the Lessor the difference between the Rent previously payable and the revised Rent for the period from the relevant Review Date to the date of payment of the revised Rent with interest on such difference at the rate of 4% above the base lending rate for the time being of the Lessor's bank calculated on a daily basis for that period

6.5 When the Rent for any period has been ascertained in accordance with this clause a memorandum of the amount payable shall be signed by or on behalf of the Lessor and the Lessee and shall be annexed to this Lease and the counterpart of it. The Lessor and the Lessee shall bear their own costs in this respect

6.6 The fees and expenses of any valuer appointed to act under this clause are to be borne equally between the Lessor and the Lessee unless the valuer considers that either of them has acted unreasonably in which case he may require that party to meet the whole or any part of all fees and expenses including the costs of the other party

AGREEMENTS AND DECLARATIONS

7. It is agreed and declared as follows that:

7.1 the Lessee shall not by virtue of this Lease acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Lessor for building or other purposes and that any enjoyment of light or air had by the Lessee from or over any adjoining or neighbouring land of the Lessor shall be deemed to be had with the consent of the Lessor

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7.2 the Lessor is entitled to modify waive or release any restrictions or stipulations imposed on any part of the Estate (whether similar to those referred to in this Lease or not) and nothing in this Lease shall be taken as creating a building scheme for the Estate or imposing any restrictions on the manner in which the Lessor may dispose of any other part of the Estate

7.3 the Property forms part of the Estate and the Lessor expressly reserves the right of making from time to time any alteration in the mode of laying out the Estate and in the number and area and type of the Dwellings and the special and general conditions of sale and to withdraw release or vary or abandon in favour of the owner or owners from time to time of any part of the Estate (including the Property) any of the special conditions or any covenants restrictions stipulations and conditions entered into or to be entered into for carrying out the same in any manner they may deem desirable

7.4 Where the original Lessee named in this Lease is two or more persons then such persons shall hold the Property on the statutory trusts in trust for themselves and they make the declaration in accordance with paragraph 10 of Schedule 7

INDEMNITY COVENANT

8. With the object of affording to the Lessor a full and sufficient indemnity but not further or otherwise the Lessee covenants with the Lessor that he will at all times after the date of this Lease observe and perform the covenants stipulations and/or matters (if any) contained or referred to in the Charges Register of Title Number WT228502 so far as the same relate to the Property (except as otherwise provided in this Lease) and will indemnify and keep indemnified the Lessor and its effects from and against all actions proceedings costs claims or demands in respect of any breach or non-performance of the same

LESSEE'S COVENANTS IN RESPECT OF RESTRICTIONS AND STIPULATIONS

9.1 The Lessee covenants with the Lessor and as separate covenants with the Management Company and with the owners and lessees of the other Dwellings that the Lessee and the persons deriving title under him will at all times after the date of this Lease observe the restrictions and stipulations set out in as relevant Part 1 and Part 2 of Schedule 4 but so that the Lessee shall not be personally liable for any breach of any restriction or stipulation which is only restrictive in nature occurring after he shall have parted with all interest in the Property in respect of which such breach shall occur and that the Lessee will indemnify the Lessor and the Management Company and their respective successors in title and assigns from and against all actions proceedings costs claims and liabilities in respect of any future breach non-observance or non-performance of such restrictions and stipulations so far as stated Provided that (unless otherwise stated in this Lease) the Lessor and/or the Management Company shall not be under any obligation to the Lessee to enforce any of the restrictions and stipulations in respect of any other Apartment and shall have power from time to time by deed or deeds or licence to vary or release any of such restrictions and stipulations in respect of any Dwelling

9.2 The Lessee covenants with the Lessor and as a separate covenant with the Management Company with the intention that this covenant shall by virtue of the provisions of the Planning Agreement be enforceable by Swindon Borough Council or its successor authority for the area including the Estate that the Lessee and the persons deriving title under him will at all times after the date of this Lease observe the restrictions and stipulations set out in Schedule 3 of the Planning Agreement but so that the Lessee shall not be personally liable for any breach of any restriction or stipulation which is only restrictive in nature occurring after he shall have parted with all interest in the Property in respect of which such breach shall occur and that the Lessee

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will indemnify the Lessor and the Management Company and their respective successors in title and assigns from and against all actions proceedings costs claims and liabilities in respect of any future breach non-observance or non-performance of such restrictions and stipulations so far as stated

9.3 If the property is stated in paragraph 4.7 of Schedule 7 to include mechanical ventilation units then the Lessee covenants with the Lessor and as a separate covenant with the Management Company with the intention that this covenant shall by virtue of the provisions of the Planning Agreement be enforceable by Swindon Borough Council or its successor authority for the area including the Estate that the Lessee and the persons deriving title under him will at all times after the date of this Lease to repair and maintain in good working order such mechanical ventilation units

LESSEE'S COVENANTS IN RESPECT OF POSITIVE OBLIGATIONS

10. The Lessee covenants with the Lessor and as a separate covenant with the Management Company as follows:

10.1 To pay to the Lessor the rents during the Term at the times and in the manner stated without any deduction

10.2 To pay all rates taxes assessments charges impositions and outgoings which may at any time during the Term be assessed charged or imposed on the Property or the owner or occupier in respect of it

10.3 To pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor for the purposes of or incidental to or in contemplation of the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

10.4 To pay all costs charges and expenses including Solicitors costs and Surveyors fees (whether or not any court proceedings are taken) incurred by the Lessor and/or the Management Company for the purposes of or incidental to the enforcement of compliance by the Lessee with any of the provisions of this Lease notwithstanding that forfeiture or other relief may be avoided otherwise than by relief granted by the Court

10.5 Immediately after service on the Lessee of any notice affecting the Property served by any person body or authority (other than the Lessor) to deliver a true copy of it to the Lessor and if so required by the Lessor to join with the Lessor in making such representations to any such person body or authority concerning any proposals affecting the Property as the Lessor may consider desirable and at the Lessee's cost to join with the Lessor in any such appeal against any order or direction affecting the Property as the Lessor may consider desirable

10.6 At the expiry or sooner determination of the Term to peaceably surrender and yield up to the Lessor the Property together with all additions to it and all landlord's fixtures and fittings (if any) freshly decorated throughout and in good and tenantable repair and condition in accordance with the terms of this Lease

LESSEE'S COVENANT IN RESPECT OF REPAIRS/SERVICE CHARGE

11. The Lessee covenants with the Lessor and as separate covenants with the Management Company and with the lessees of the other Dwellings that the Lessee will at all times after the date of this Lease

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11.1.1 contribute and pay to the Management Company by way of further or additional rent the proportions of the Service Charge specified in paragraph 8 of Schedule 7 and also any additional service charge in accordance with the proviso to Schedule 4 (subject in both cases to the provisions of clause 11.6)

11.1.2 pay the contributions or estimated contributions under Clause 11.1.1 which for each year shall be estimated by the Management Company (whose decision shall be final) when practicable before the beginning of each year in two instalments on 1 January and 1 July in each year and the Lessee shall pay a proportionate part of his contribution calculated from the date of this Lease to the next date for payment on the signing of this Lease

11.1.3 as soon as reasonably practicable after the end of the year ending 31 December 2004 and each succeeding year when the actual amount of the costs expenses outgoings and matters for such year has been ascertained (on being supplied with the sufficient statement of account) forthwith pay the balance due to the Management Company or be credited in the Management Company's books with any amount over paid

11.2 keep the Property and all walls floors ceilings steps party structures Service Media and other parts of it (other than any parts of it comprised in the Common Parts) in good and substantial repair and condition and in particular (but without prejudice to the generality of the preceding provisions) so as to support shelter and protect any properties or parts of the Estate adjoining or near to the Property

11.3 permit the Lessor and the Management Company and others authorised by it or them with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter into and on to the Property or any part of it for the following purposes namely:

11.3.1 to repair any part of the Estate or adjoining premises and to make lay repair maintain rebuild cleanse test and keep in order and good condition all Service Media party structures and other items belonging to or serving or used for the same and for similar purposes and for remedying any default or breach by the Lessee of the covenants and conditions in this Lease the person exercising such right doing no unnecessary damage and making good all damage occasioned to the Property

11.3.2 to view and examine the state and condition of the Property and

11.3.3 for the purpose of cutting off the supply of water to the Property or any other Apartment in respect of which the Lessee or the occupier of such other Apartment (as the case may be) shall have defaulted in paying his share of the charges for such water supply

11.4 make good all defects deterioration and lack of repair of which notice in writing shall be given by the Lessor and/or the Management Company to the Lessee (and for which the Lessee may be liable under this Lease) within two months after the giving of such notice

11.5 not do or permit to be done any act or thing which may reasonably be expected to render void or voidable any policy or policies of insurance of the Estate or any other Dwellings or any policy or policies of insurance in respect of the contents of any of such Dwellings or which may reasonably be expected to cause any increased premium to be payable in respect of any such policy or policies

11.6 where any complete Block and/or other combination of Dwellings together or the land forming the site of them is disposed of together then

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11.6.1 neither the Lessor nor the Management Company shall have any liability in respect of any Apartments in that Block in respect of the obligations in clauses 13.2.1 to 13.2.8 inclusive and 13.2.10 and 13.2.11

11.6.2 the Lessee of such Block shall not be required to contribute by way of Service Charge in respect of the obligations referred to in clauses 13.2.1 to 13.2.8 inclusive and 13.2.10 and 13.2.11 but shall nonetheless be required to contribute by way of Service Charge in respect of the relevant obligations in the remainder of clause 13

11.6.3 the Lessee of such Block shall observe and perform in respect of the Apartments in such Block the obligations in clauses 13.2.1 to 13.2.8 inclusive and 13.2.10 and 13.2.11 as if the expression "the Lessee" was substituted in them for "the Management Company"

11.6.4 neither the Lessor nor the Management Company shall have any liability in respect of any Coach Houses in other combination of Dwellings in respect of the obligations in clauses 13.4.1 to 13.4.5 inclusive

11.6.5 the Lessee of such Coach Houses in other combination of Dwellings shall not be required to contribute by way of Service Charge in respect of the obligations referred to in clauses 13.4.1 to 13.4.5 inclusive but shall nonetheless be required to contribute by way of Service Charge in respect of the relevant obligations in the remainder of clause 13

11.6.6 the Lessee of such Coach Houses in other combination of Dwellings shall observe and perform in respect of such Coach Houses the obligations in clauses 13.4.1 to 13.4.5 inclusive as if the expression "the Lessee" was substituted in them for "the Management Company"

11.7 within one calendar month after any such document or instrument as is referred to in this clause shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Management Company or its appointed Solicitors (and if different also to the Lessor or its appointed Solicitors) notice of every transfer or mortgage or legal charge of the Property or any part of it and also notice of and a true copy of every lease of the Property or any part of it and every assignment of such lease and also a true copy of every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of the title to the Property for the purpose of registration and for each such registration to pay to the Management Company or its appointed Solicitors (and if different also to the Lessor or its appointed Solicitors) such reasonable fee as they shall stipulate being not less than Fifteen Pounds (plus any value added or similar tax payable on or in respect of it)

LESSEE'S COVENANT IN RESPECT OF MANAGEMENT COMPANY

12. The Lessee further covenants with the Lessor and as a separate covenant with the Management Company as follows:

12.1 not to transfer the Property except to a person who has committed himself to apply to become registered as a member of the Management Company and to covenant with the Management Company (and until the grant of the Concurrent Lease also with the Lessor) in accordance with the form of application and covenant set out in Schedule 6 which shall be lodged by the transferee (duly completed and if appropriate stamped) with the Management Company at the same time as the notice in accordance with clause 11.6 of this Lease

12.2.1 that any transfer or disposition of the Property shall contain a covenant by the transferee or disposee in the terms of the preceding clause 12.1 and an application for an appropriate

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restriction on the Register shall be made

12.2.2 the Lessee covenants with the Lessor and separately with the Management Company to apply contemporaneously with the registration of this Lease to the Chief Land Registrar in form RX1 to enter a restriction on the register of the title to the Property in the following terms:

> "No disposition leading to a change in the proprietorship of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed on behalf of McArthur Court (Swindon) Management Company Limited of Crown House 37-41 Prince Street Bristol BS1 4PS by its secretary or solicitor that the provisions of clause 12.1 of the registered Lease have been complied with"

12.3 that so long as the Lessee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property

12.4 that if the Lessee is not a member of the Management Company

12.4.1 the Lessee will carry out the obligations attaching to membership of the Management Company under the Management Company's Articles of Association

12.4.2 on being requested by the Lessor or the Management Company the Lessee will apply to become registered as a member of the Management Company in any manner authorised by the Management Company or its Articles of Association

MANAGEMENT COMPANY'S COVENANTS

All Dwellings

13.1 The Management Company covenants with the Lessee and the lessees of all the Dwellings as follows:

13.1.1 that it will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the Managed Areas to the full reinstatement value against loss or damage by fire storm aircraft property-owners and public liability and such other risks (if any) as the Management Company shall from time to time think fit or may reasonably be required by any body representing mortgage lenders in some insurance office of repute or with Lloyds Underwriters in such sum as the Management Company shall from time to time think fit and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the Managed Areas being damaged by any insured risk as soon as reasonably practicable lay out the insurance money in the repair rebuilding or re-instatement of the Managed Areas

13.1.2 that it will keep in good and substantial repair and condition and clean maintain repair and renew (as appropriate) the Managed Areas

13.1.3 and that it will (without prejudice to the generality of the other clauses in this Lease)

13.1.3.1 maintain repair renew and cleanse all Service Media serving the Estate within the Managed Areas but not falling within the area of or solely serving any of the Dwellings

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13.1.3.2 maintain repair renew light clean sweep landscape plant cut the grass of and generally keep tidy and in good condition the Open Space so as to maintain it to a standard not less than as set out in Schedule 2 of the Planning Agreement

13.1.3.3 maintain repair renew light clean sweep landscape plant cut the grass of and generally keep tidy and in good condition the remainder of the Managed Areas

13.1.3.4 maintain repair renew and generally keep tidy and in good condition the Railings

13.1.4 (as appropriate) maintain repair decorate and renew and keep clean and tidy and in good condition

13.1.4.1 the Service Media in under and upon the Blocks (and if appropriate elsewhere on the Estate) and enjoyed and used by the Lessee in common with the owners and lessees of the other Dwellings

13.1.4.2 the Service Media in under and upon the Coach Houses (and if appropriate elsewhere on the Estate) and enjoyed and used by the Lessee in common with the owners and lessees of the other Dwellings

13.1.4.3 the Bin Stores

13.1.5 that it will paint decorate or otherwise similarly treat in a suitable and proper manner all the Railings as require to be so painted decorated or treated so often as reasonably required but at least once in every period of four years the first such period being calculated from the commencement of the Term

13.1.6 that it will maintain repair renew and replace any communal television system provided for the Dwellings

13.1.7 that it will pay all charges (if any) for the supply of water to the Managed Areas

13.1.8 that if the Management Company shall in its sole discretion deem it necessary or desirable the Management Company may employ a managing agent and/or a porter and/or such other staff as the Management Company shall deem reasonably necessary for the better performance of its obligations under clause 13.1 of the Lease if the Management Company shall deem this reasonably necessary for the effective discharge of such person's or persons' duties

13.1.9 that it will on request from the Lessee issue the certificate referred to in the restriction set out in clause 12.2.2 following compliance with the provisions of clause 12.1 of the original Lease of the Property **PROVIDED** that at the date of request for such certificate there shall be no outstanding money due under this Lease from the Lessee to the Lessor and/or the Management Company **and** that at such date there is no outstanding material breach of the Lessee's covenants

All Apartments

13.2 The Management Company covenants with the Lessee (where the Property is an Apartment) and with the lessees of all the Apartments as follows:

13.2.1 that it will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the Blocks to the full reinstatement value

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against loss or damage by fire storm aircraft property-owners and public liability and such other risks (if any) as the Management Company shall from time to time think fit or may reasonably be required by any body representing mortgage lenders in some insurance office of repute or with Lloyds Underwriters in such sum as the Management Company shall from time to time think fit and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the Blocks being damaged by any insured risk as soon as reasonably practicable layout the insurance money in the repair rebuilding or re-instatement of the Blocks

13.2.2 that it will keep in good and substantial repair and condition and clean maintain repair and renew (as appropriate) the Common Parts of the Blocks

13.2.3 and that it will (without prejudice to the generality of the other clauses in this Lease) maintain repair renew light clean sweep and generally keep tidy and in good condition the Common Parts of the Blocks

13.2.4 (as appropriate) maintain repair decorate and renew and keep clean and tidy and in good condition the main structure and in particular (but without prejudice to the generality of the preceding) the roof foundations gutters and rainwater pipes of the Blocks

13.2.5 that it will paint decorate or otherwise similarly treat in a suitable and proper manner all such internal parts of the Blocks as require to be so painted decorated or treated so often as reasonably required but at least once in every period of five years the first such period being calculated from the commencement of the Term

13.2.6 that it will paint decorate or otherwise similarly treat in a suitable and proper manner all such external parts of the Blocks as require to be so painted decorated or treated so often as reasonably required but at least once in every period of four years the first such period being calculated from the commencement of the Term

13.2.7 that it will clean all the internal and external surfaces of the windows of the Common Parts of the Blocks so often as reasonably required

13.2.8 that it will so far as practicable keep any carpets in the Common Parts of the Blocks in a clean and tidy condition and will repair and replace the same so often as reasonably required

13.2.9 that it will maintain repair renew and replace any communal television system provided for the Blocks in so far as this is not the same as any such system provided for all the Dwellings

13.2.10 that it will maintain repair renew and replace any entryphone or similar systems provided for the Blocks

13.2.11 that it will (if necessary) pay all charges for the supply of water to the Blocks

13.2.12 that if the Management Company shall in its sole discretion deem it necessary or desirable the Management Company may employ a managing agent and/or a porter and/or such other staff as the Management Company shall deem reasonably necessary for the better performance of its obligations under clause 13.2 of the Lease if the Management Company shall deem this reasonably necessary for the effective discharge of such person's or persons' duties

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All Apartments in a Block served by a Lift

13.3 The Management Company covenants with the Lessee (where the Property is an Apartment in a Block served by a lift) and with the lessees of all the Apartments in such Block as follows:

13.3.1 that it will keep in good and substantial repair and condition and clean maintain repair and renew (as appropriate) the lift in such Block

13.3.2 that it will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the lift in such Block against such risks as the Management Company shall from time to time think fit in some insurance office of repute or with Lloyds Underwriters in such sum as the Management Company shall from time to time think fit or may reasonably be required by any body representing mortgage lenders and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the such lift being damaged by any insured risk as soon as reasonably practicable layout the insurance money in the repair rebuilding or re-instatement of such lift

All Coach Houses

13.4 The Management Company covenants with the Lessee (where the Property is a Coach House and/or a Garage in a CH Building) and with the lessees of all the Coach Houses and Garages in CH Buildings as follows:

13.4.1 that it will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the CH Buildings to the full reinstatement value against loss or damage by fire storm aircraft property-owners and public liability and such other risks (if any) as the Management Company shall from time to time think fit or may reasonably be required by any body representing mortgage lenders in some insurance office of repute or with Lloyds Underwriters in such sum as the Management Company shall from time to time think fit and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the CH Buildings being damaged by any insured risk as soon as reasonably practicable layout the insurance money in the repair rebuilding or re-instatement of the CH Buildings

13.4.2 that it will keep in good and substantial repair and condition and clean maintain repair and renew (as appropriate) the Common Parts of the CH Buildings

13.4.3 and that it will (without prejudice to the generality of the other clauses in this Lease) maintain repair renew light clean sweep and generally keep tidy and in good condition the Common Parts of the CH Buildings

13.4.4 (as appropriate) maintain repair decorate and renew and keep clean and tidy and in good condition the main structure and in particular (but not without prejudice to the generality of the preceding) the roof foundations gutters and rainwater pipes of the CH Buildings

13.4.5 that it will paint decorate or otherwise similarly treat in a suitable and proper manner all such external parts of the CH Buildings as require to be so painted decorated or treated so often as reasonably required but at least once in every period of four years the first such period being calculated from the commencement of the Term

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13.4.6 that it will maintain repair renew and replace any communal television system provided for the CH Buildings in so far as this is not the same as any such system provided for all the Dwellings

13.4.7 that if the Management Company shall in its sole discretion deem it necessary or desirable the Management Company may employ a managing agent and/or a porter and/or such other staff as the Management Company shall deem reasonably necessary for the better performance of its obligations under clause 13.4 of the Lease if the Management Company shall deem this reasonably necessary for the effective discharge of such person's or persons' duties

Provided that the observance and the performance of all of the preceding covenants in this clause 13 on the part of the Management Company shall be conditional on the due payment by the Lessee of all sums of money covenanted to be paid by him under this Lease

LESSOR'S COVENANTS

14. The Lessor covenants with the Lessee as follows:

14.1 that the Lessee paying the rents reserved by and performing and observing the covenants conditions and agreements contained in this Lease and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Property during the Term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it

14.2 that the Lessor will require every person to whom it shall grant a lease of any Dwelling to covenant to observe the covenants restrictions and stipulations set out in clauses 9 to 12 and the relevant Parts of Schedule 4 of this Lease

14.3 that until the grant of the Concurrent Lease if the Lessor shall be different from the Management Company then the Lessor will observe and perform the obligations of the Management Company under the provisions of Clause 13 if the Management Company shall fail to do so provided that the Lessee shall have given notice in writing to the Lessor of the failure of the Management Company to observe and perform such obligations

LESSOR'S FURTHER COVENANTS

15. The Lessor covenants with the Lessee and the persons deriving title under him that the Lessor and its successors in title to Centrum (but without imposing any liability on the transferee or lessee of any individual Dwelling on the Estate) will at its or their own cost

15.1 construct the Estate Roads and the Estate Sewers which form part of Centrum to the requirements and the satisfaction of the Highway Authority and the Drainage Authority respectively and will repair and maintain them until adoption and will indemnify the Lessee and the persons deriving title under him from and against all costs charges claims and demands in respect of them until adoption

15.2 observe and perform the provisions of Schedule 1 of the Planning Agreement insofar as they relate to the Property and will indemnify the Lessee and the persons deriving title under him from and against all costs charges claims and demands in respect of them

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PROVISOS

16. Provided and it is agreed and declared that:

16.1 if the rent or any of the Lessee's proportions of the Service Charge or any part of them shall at any time be in arrear in whole or in part for 28 days after they become due (whether they shall have been legally demanded or not) or if the Lessee shall fail to observe any of the covenants and stipulations on the part of the Lessee contained in this Lease and involving the expenditure of money on the part of the Lessee then notwithstanding the waiver of any previous default it shall be lawful for the Lessor or its successors in title at any time to enter into and onto the Property or any part of it in the name of the whole and to have and repossess the same as if this Lease had not been executed without prejudice to any right of action or remedy in respect of any antecedent breach of any of such covenants and stipulations on the part of the Lessee

16.2 that the Management Company shall have power to make and at any time vary such regulations as it may reasonably think fit for the preservation of the amenities or for the general convenience of the occupiers of the Estate

16.3 Section 196 of The Law of Property Act 1925 shall apply to any notice demand or instrument authorised to be served under this Lease and any notice served by the Lessor or the Management Company shall be sufficiently served by any agent of the Lessor or the Management Company

16.4 the Lessor shall have the right to alter the amount position or extent of the Common Parts and the Parking Areas and the remainder of the Managed Areas as circumstances shall require provided that the Lessor shall at its own expense obtain any necessary consents to such alterations and provided also that nothing in this clause shall enable or entitle the Lessor to in any way obstruct or impede or make materially less convenient the means of access to and from the Property

VARIATION OF PROPORTIONS AND MANAGED AREAS

17.1 It is recognised that before the completion of the development of the Estate the position type number and size of the Dwellings constructed or to be constructed on the Estate may be different from that at the commencement of such development and that accordingly the proportions of Service Charge may vary

17.2 The Lessor shall following completion of the construction of all the Dwellings on the Estate and before the completion of the Concurrent Lease issue a certificate (which shall be conclusive in this respect):

17.2.1 of the number and types of each Dwelling and their sizes (by number of bedrooms)

17.2.2 of the proportions of Service Charge payable by the owners or lessees of each Dwelling calculated in accordance with clauses 17.3 to 17.4

17.3 For the purposes of calculating the proportions the following multiplier shall be used:

17.3.1 a 2 bedroom Apartment shall bear 25% more than a 1 bedroom Apartment

17.3.2 a 2 bedroom Coach House shall bear 25% more than a 1 bedroom Coach House

17.3.3 a 3 bedroom House shall bear 25% more than a 2 bedroom Coach House or Apartment

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17.3.4 a 4 bedroom House shall bear 25% more than a 3 bedroom House

17.4 The recalculation shall take account of the changes in numbers and/or size of the Apartments with the intention that the proportions of the Service Charge payable shall be fair and equitable in the light of the proportions payable under the terms of the leases of the Dwellings

CESSER OF LIABILITY

18. It is agreed and declared that on the grant of the Concurrent Lease that George Wimpey South West Limited shall on and from the date of such grant cease to be liable in respect of any breach or breaches of covenants on its part contained in this Lease except as provided in clause 15 of this Lease

SCHEDULE 1

Part 1 - Apartments

1. The Property demised by this Lease is (if so stated in paragraph 4 of Schedule 7) the Apartment shown edged red on Plan 3 being the Plot number shown in paragraph 3 of Schedule 7 intended to be known by the postal address in paragraph 5 of Schedule 7 and comprises:

1.1 all the doors and windows of it

1.2 the interior faces of the ceilings floors and main structural walls of it

1.3 one half of any walls (not being main structural walls) which divide it from any adjoining Dwellings or any Common Parts of the relevant Block such walls being repairable and maintainable as party walls

1.4 the whole of any other walls of it

1.5 all cisterns tanks and Service Media used solely for the purposes of it

2. There is excluded from this demise the main structural part of the Block including the roof foundations and external parts of it

Part 2 - Coach Houses

1. The Property demised by this Lease is (if so stated in paragraph 4 of Schedule 7) the Coach House shown edged red on Plan 3 forming part of the CH Building edged blue on Plan 2 (subject to the provisions of paragraph 2 below) being the Plot number shown in paragraph 3 of Schedule 7 intended to be known by the postal address in paragraph 5 of Schedule 7 and comprises:

1.1 all the doors and windows of it

1.2 the interior faces of the ceilings floors and main structural walls of it

1.3 where the Property is in part above any Garage then the whole of the ceilings (other than the

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face of them) separating it from that Garage

1.4 where the property is in part above or below any other structure then one half of the ceilings and/or floors separating it from that other structure

1.5 one half of any walls (not being main structural walls) which divide it from any adjoining buildings such walls being repairable and maintainable as party walls

1.6 the whole of any other walls of it

1.7 all cisterns tanks and Service Media used solely for the purposes of it

2. There is excluded from this demise

2.1 the main structural part of the CH Building including the roof foundations and external parts of it

2.2. the land comprising any part of any accesses (other than any access serving solely the Property) below any part of the structure of the Coach House and the airspace between such accesses and the structure above it forming part of the Coach House

2.3 the land comprising any part of any Garage/Garage Space below any part of the structure of the Coach House and the airspace between such Garage and the structure above it forming part of the Coach House and the face of the ceilings of any such Garage

Part 3 - Houses

The Property demised by this Lease is (if so stated in paragraph 4 of Schedule 7) the House forming the Plot Number specified in paragraph 3 of Schedule 7 as edged red on Plan 2 together with the building erected on it known or intended to be known by the Postal Address specified in paragraph 5 of Schedule 7

Part 4 Garages

The Property demised by this Lease includes (if so stated in paragraph 4 of Schedule 7) the Garage (on the ground floor of the CH Building) edged red on Plan 3 bearing the number specified in paragraph 3 of Schedule 7 including:

1. where the Garage is in part or in whole below any Coach House then the face of the ceiling of the Garage separating it from the Coach House above it

2. one half of the internal walls and of the foundations immediately below and adjoining the same dividing the garage from the other part or parts of the CH Building or any other Dwelling

3. the whole of the external walls of the garage and foundations immediately below the garage

4. the whole of the floor of the same and the land beneath such floor

Part 5 - Private Parking Space

There is (if so stated in paragraph 7 of Schedule 7) included with this demise the parking space(s) edged red on Plan 2 bearing the same number as the Plot number specified in

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paragraph 3 of Schedule 7

SCHEDULE 2

Part 1 -The Common Parts of the Blocks

1. The entrance lobby (including the main front door) hallway and staircase serving the Block including the interior faces of the ceilings floors and main structural walls of the same

2. The structural parts of the Apartments and the remainder of the Block including the roofs gutters rainwater pipes foundations floors all walls including the structural walls bounding individua Apartments and the frames of any windows in them and all external parts of the Apartments and all Service Media not used solely for the purpose of an individual Apartment but excluding the parts described in paragraph 1 of Part 1 of Schedule 1 and Service Media which exclusively serve individual Apartments

Part 2 -The Common Parts of the CH Buildings

The structural parts of the Coach Houses and the remainder of the CH Building including the roofs gutters rainwater pipes foundations floors all walls including the structural walls bounding individual Coach Houses and the frames of any windows in them and all external parts of the Coach Houses and all Service Media not used solely for the purpose of an individual Coach House but excluding the parts described in paragraph 1 of Part 2 of Schedule 1 and Service Media which exclusively serve individual Coach Houses

SCHEDULE 3

Part 1 - Rights included in the demise

There is included for the benefit of the Property the right for the Lessee (in common with all other persons entitled to the same or similar rights)

1.1 To pass over the Estate Roads including pavement crossings (but on foot only over the footpaths) with or without vehicles and at all times and for all purposes connected with the use and occupation of the Property or the Private Parking Space or the Garage

1.2 To pass over such parts of the Accesses which form part of the Estate including pavement crossings (but on foot only over the footpaths) with or without vehicles as are necessary and at all times and for all purposes connected with the use and occupation of the Property or the Private Parking Space or the Garage

1.3 To pass on foot only over such parts of the Managed Areas as are necessary to gain access to and from the Property and to and from the Private Parking Space or the Garage at all times and for all purposes connected with the use and occupation of the Property or the Private Parking Space or the Garage

1.4 To pass on foot only over such parts of the Common Parts as are necessary to gain access to and from the Property at all times and for all purposes connected with the use and occupation of the Property

1.5 To the free and uninterrupted passage and running of Services in through under over upon and along the Service Media now running or afterwards to run through under upon and along any adjoining part of the Estate the Lessee paying a proportionate part of the expense of keeping

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the same in proper order and repair Together with the right to enter on to any adjoining part of the Estate for the purpose of laying maintaining renewing and repairing any such Service Media and making connections with the same

1.6 To enter on to such adjoining part of the Estate as is reasonably required in order to install repair remove replace access and take information from any meter or similar measuring device for Services connected to the Property where such meter or similar measuring device is situated on or close to the boundary between the Property and such adjoining part of the Estate

1.7 As follows

1.7.1 of support shelter and protection for the Property by and from the adjoining part of the Estate and any walls and buildings now erected or to be erected on it

1.7.2 to construct and maintain underlying foundations and footings under and overhanging eaves gutters chimneys and flues over the adjoining part of the Estate

1.7.3 of access at all reasonable hours during the day time over the adjoining part of the Estate for the purpose of erecting inspecting repairing maintaining and decorating any such walls and buildings erected or to be erected on or close to the boundary of the Property and any such foundations footings eaves gutters chimneys and flues including the right to erect and maintain for those purposes scaffolding or other means of access to the relevant external parts of the Property

1.8 Such rights of access to and entry on to any other parts of the Block and the remainder of the Estate as are necessary for the proper performance of the Lessee's obligations under this Lease or for the repair decoration maintenance or inspection of the Property

1.9 The right to the benefit of the covenants entered into or to be entered into by the Lessees of the Dwellings (other than the Property) with the Lessor for the observance and performance of the covenants in the form set out in Schedule 4

1.10 If the property is an Apartment to keep one dustbin of normal domestic size in one of the Bin Stores or such other position as the Management Company shall designate or if the Management Company shall provide communal waste receptacles to deposit waste in such receptacles

1.11 the right to use for peaceful and quiet recreation those parts of the Open Space laid out as garden or other similar areas

1.12 The right to use (if a connection point is provided to the Property) any communal television system provided for the benefit of the Estate or parts of it

Part 2 - Rights and Easements Reserved in favour of the Lessor and the Management Company

2.1 The free and uninterrupted passage and running of Services in through under over upon and along Service Media now running or afterwards to run in through under upon and along the Property or any part or parts of it with liberty to enter on to the Property for the purpose of laying maintaining renewing and repairing any such Service Media and making connections with the same

2.2 To enter on to such adjoining part of the Property as is reasonably required in order to install repair remove replace access and take information from any meter or similar measuring device

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for Services connected to any adjoining part of the Estate where such meter or similar measuring device is situated on or close to the boundary between the Property and such adjoining part of the Estate

2.3 Such rights of access to and entry on to the Property as are necessary for the proper performance by the Lessor and the Management Company (and any other lessee authorised by any of them) of their respective obligations under this Lease or for the repair decoration maintenance or inspection of any part of the Estate

2.4 As follows:

2.4.1 of support shelter and protection for the Estate by and from the adjoining part of the Estate and any walls and buildings now erected or to be erected on it

2.4.2 to construct and maintain underlying foundations and footings under and overhanging eaves gutters chimneys and flues over the adjoining part of the Property

2.4.3 of access at all reasonable hours during the day time over the adjoining part of the Property for the purpose of constructing any dwelling on the adjoining parts of the Property and afterwards erecting inspecting repairing maintaining and decorating any such walls and buildings erected or to be erected on or close to the boundary of the Property and any such foundations footings eaves gutters chimneys and flues including the right to erect and maintain for those purposes scaffolding or other means of access to the relevant external parts of the Estate and hoardings or other screening of such works

2.5 To attach to any wall (including the wall of any building or fence adjoining or forming a boundary of the Property) and afterwards to retain use maintain repair renew and replace suitable fixings for a fence and/or gate to form part of any adjoining property

2.6 The right until one month after the legal completion of the sale of the last of the Dwellings on the Estate to retain any advertising or signboards on the Property at the date of the contract between the Lessor and the Lessee for the sale and purchase of the Property with rights of entry to maintain renew and repair such advertising or signboards and to replace them with other advertising or signboards of a similar size

2.7 The right at any time to enter on to the Property to carry out any work required under or in relation to any landscaping scheme or any planning consent or agreements under Section 106 of the Town and Country Planning Act 1990 Section 38 of the Highways Act 1980 Section 104 of the Water Industry Act 1991 or any other similar statutory provisions in respect of the Estate or in accordance with the Management Company's and the Lessor's covenants contained in clauses 13 and 14 or in accordance with the rights granted in the Proviso to Schedule 4

2.8 All easements wayleaves licences rights and privileges granted or to be granted by the Lessor to any Service Supplier in connection with the services usually provided or maintained by them or any of them for the benefit and advantage of the Lessor or the Estate or any part or parts of it and the Lessee covenants on request to enter into any deed or documents to grant to such Service Supplier such rights as it shall properly require in connection with the provision and maintenance of those services

Part 3 - Particulars of rights in favour of the Electricity Service Supplier

The full right and liberty for the electricity Service Supplier to place underground electric lines and if appropriate conduits on and under the Property and afterwards to use the same Provided

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that such electricity Service Supplier shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building

Part 4 - General

The following provisions shall apply to the rights granted and reserved above:

4.1 Where a right of way whether vehicular or pedestrian is granted or reserved over a part of the Estate which has a structure above it then such rights are only exercisable over such part of the Estate at the surface level of such right of way

4.2 The siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period

4.3 The party wishing to exercise any of the rights shall (except in the case of emergency) give reasonable prior notice to the occupier of the Dwelling over which the rights are intended to be exercised

4.4 The party or other person or persons exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable

4.5 The rights of entry in Parts 1 2 and 3 above are exercisable by the relevant party or persons acting on their behalf with workmen materials tools vehicles plant and other machinery

4.6 None of the rights shall apply to or be exercised over any land transferred to or vested in any of the Service Suppliers or covered by a building

4.7 Nothing in this Deed shall affect or abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925

SCHEDULE 4

Restrictions and Stipulations

Part 1 – All Dwellings

1.1 Not to use the Property or permit it to be used for the carrying on of any trade or business involving:

1.1 the storage distribution preparation production or manufacture of or work to any item article goods material or product

1.2 use as a school nursery or crèche

1.3 noise smells fumes or vibration reasonably detectable outside the buildings on the Property

1.4 any other use reasonably likely to cause a nuisance or annoyance to other owners or occupiers on the Estate (whether by virtue of the number of callers to the Property or for any other reason)

2. To forever maintain a good and sufficient fence of the type erected or later to be erected by the Lessor on the sides of the Property which (if any) are marked with a letter 'T' within the

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boundary on Plan 2

3. Not within a period of five years from 1 January 2003 without the previous consent in writing of the Lessor to erect on the Property any buildings except a private dwelling with or without garage or greenhouse appurtenant to the same or to alter any dwelling and/or garage erected on the Property at the date of this Deed or allow to be or remain on any part of it any temporary building or structure or any hut shed caravan boat or any showboards or hoardings or any advertising station

4. Not to erect or allow or cause to be erected or set up at any time on any part of the Property any poles for the purpose of carrying radio or television aerials or any other wires but this shall not prevent the installation on any chimney or gable wall or eaves of any dwelling on the Property of a radio and/or television receive only aerial

5. No operative machinery other than the usual domestic machinery shall be fixed to or placed upon the Property nor shall any boat or trailer be allowed to remain on any part of the Estate

6. No advertisement sign hoarding or placard shall be placed on the Property other than a board of normal size and description announcing that the Property is to let or for sale which notice may be displayed only in a window of the Property or in any garden of it or in such other place (if any) as the Management Company may prescribe or approve

7. Nothing shall be done or suffered to be done on the Property which shall be or grow to be an annoyance to any persons in whom the benefit of the covenants contained in this Lease shall at any time be vested

8. Not to park any commercial vehicles on any part of the Estate except for the purpose of delivery and collection

9. No clothes or washing of any description or other articles shall be dried on any other part of the Estate or on or from windows or balconies of the Property so as to be visible (at surface level) outside the Property

10. Not to carry out any repair or maintenance of motor vehicles on any part of the Estate including the Property and the Private Parking Space(s) except in any garage included in the Property

11. Not to use any Garage on the Property for any purpose other than for the parking of a private motor vehicle or motor cycle or the keeping of items of a domestic or horticultural nature

12. Not to use the Private Parking Space(s) for any purpose other than for the parking of vehicles in proper order

13. Not to park or allow to be parked any vehicle on any part of the Estate other than in a garage on the Property or a Garage or a Private Parking Space

14. No audio or other equipment or musical instrument of any kind shall be played or used or any other thing done or caused or permitted to be done in or on the Property or elsewhere on the Estate so as to cause annoyance to the owners lessees or occupiers of the remainder of the Estate or so as to be audible outside the Property

15. No bird dog cat or other animal or reptile shall be kept in or on the Property or the Private Parking Space(s) without written consent of the Management Company which consent may be

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revoked at the discretion of the Management Company

16. To comply with all reasonable regulations made or to be made by the Management Company for the proper use and order of the Estate and the facilities provided or to be provided by the Management Company

17. 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 Property

18. To cause all household refuse to be disposed of in a dustbin (of normal domestic size) to be provided by the Lessee or if the Management Company shall provide communal waste receptacles for use by the owners/occupiers of the Property then in such receptacles and not to leave refuse elsewhere on the Estate and to keep any such dustbin in a secure and tidy condition

19. Not to remove alter obstruct obscure or in any other way interfere with any advertising or signboards on the Property in accordance with paragraph 2.6 of Part 2 of the Schedule 3 of this Lease

20. Not without the written consent of the relevant Service Supplier to erect any building or structure over any part of the Sewer Easement Strip nor to obstruct the access to it on foot and with any necessary vehicles plant and equipment but this clause shall not prohibit

20.1 the erection of boundary walls and fences and roads footpaths and drives (if any) shown on Plan 1 over the Sewer Easement Strip or any part or parts of it except over manholes and ventilating shafts

20.2 the parking of vehicles on any Private Parking Space(s) wholly or partly on the Sewer Easement Strip

21. Not to use or permit or suffer the Property to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Property any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or to the lessees of any neighbouring Dwellings or other property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority partially attributable to the default of the Lessee

22. Not to obstruct in any way the access to any other Dwelling or to the Parking Areas

Part 2 – All Apartments and Coach Houses

23. (Subject to the provisions of clause 11.6) not at any time to interfere with the external decorations of the Property or the Block

24. Not without the prior written consent of the Management Company to erect or suffer or cause to be erected or set up at any time on any part of the Property any poles aerials or other receiving equipment or wires for the purposes of receiving radio television and other audio visual and data signals

25. Not to allow any matter to accumulate in the Common Parts and not to do or suffer on the same anything which may be or become a nuisance or annoyance to the Lessor or to the

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Management Company or to the owners or occupiers of any adjoining or neighbouring property

26. Not to obstruct in any way any of the Common Parts

27. Within six months from the date of this Lease (if not already laid) to lay and forever afterwards maintain

27.1 good and sufficient carpeting (with proper underlay) on all floors of the Property except those in the kitchen and bathroom

27.2 good and sufficient floor coverings on the floors of the kitchen and bathroom of the Property

28. Not to hang any washing or clothes in such a manner that any of them can be seen from outside the Property

29. Not to obstruct or store any item in or on any part of the Block or the remainder of the Estate not forming part of the Property

30. Not to permit or suffer the Lessee's children or those of friends or visitors to play on any staircases landings balconies or passageways in the Block or in the Parking Areas or Accesses

31. Without prejudice to the generality of the other restrictions and stipulations in this Lease not to use any balcony forming part of the Property and if the Property is a ground floor Apartment any patio of the same in any manner that causes or is likely to cause offence or a nuisance or annoyance to or otherwise be likely to be to the detriment of the occupiers of the other Dwellings or other parts of the Estate

32. Not to bring into the Property or any part of it any article which will impose undue stress or strain on the floor surface or structure of the Property and/or the Block and/or the CH Building or any article which is or may become dangerous to the Estate or the occupiers of it

33. To exercise care in the moving of any furniture or other articles either to or from the Property and if any damage shall be done to the Property or other parts of the Block or the Estate or to the owners or occupiers of any part of the same by such moving to pay for the making good of such damage

34. If the Lessee shall (in the exercise of the rights granted by paragraph 1.8 of Part 1 of Schedule 3) require access to any other part of the Estate to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Management Company and/or the Lessor and to the occupiers of that part of the Estate to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Estate but shall act carefully and reasonably doing as little damage as possible to any part of the Estate and making good all damage done at the Lessee's own expense

35. As often as is necessary and at least once in every period of four years the first such period to be calculated from 1 January 2004 and in the year preceding the termination of the Term to paint with two coats of the best quality paint and in a proper and workmanlike manner all the internal wood metal stone and other work of the Property which usually are or ought to be painted and at the time of every inside painting to decorate and paper or otherwise suitably treat all such parts of the inside of the Property as are usually or ought to so be dealt with using materials of suitable and appropriate quality and in a proper and workmanlike manner

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36. To clean all the internal and external surfaces of all windows of the Property at least once in every month

37. To make good any damage to any part of the Estate caused by any act or omission or negligence of any occupant of or person using the Property and (without prejudice to the generality of the preceding provisions) not to damage or interfere with any aerials and Service Media of the Estate (whether or not attached to or included in the Property)

38. To keep the Management Company and the Lessor indemnified in respect of charges for other services payable in respect of the Property which the Lessor or the Management Company shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Management Company on demand

39. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Property which contravenes the provisions of the Town and Country Planning Act 1990 and to keep the Lessor and the Management Company indemnified against all claims demands and liabilities in respect of any such contravention

40. To comply in all respects at the Lessee's own cost with the provisions of any 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) so far as the Lessee is liable under this Lease and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirement

41. Not to cut or damage nor make any breach in any part of the structure of the Property nor without the previous consent in writing of the Management Company to make any alteration whatsoever to the plan design or elevation of the Property nor to make any openings in it nor to open up any floor walls or ceilings whether for the purpose of altering or renewing any Service Media or otherwise nor to alter any of the landlords fixtures fittings or appliances in it and not in any case to commit or allow any waste or spoil on or to the Property nor to display any window boxes or aerials from the Property (except aerials placed there by the Lessor or the Management Company or with the prior written consent of the Management Company)

42. On making application for any such consent as referred to in this Lease to submit in duplicate to the Management Company such plans block plans elevations and specifications as the Management Company shall require and to pay the legal and surveyors fees of the Management Company in connection with any such applications and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as the Management Company shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and approval by the Management Company

43. Not at any time during the Term separately to assign transfer underlet or part with the possession or occupation of any part or parts of the Property or where the Property comprises more than one Dwelling comprising less than the whole of a Dwelling but only to assign transfer underlet or part with the possession of it as a whole of the Property or where the Property comprises more than one Dwelling only to assign transfer underlet or part with the possession of the whole of a Dwelling and not so to assign transfer underlet or part with the possession or occupation of the Property during the last seven years of the Term without the prior written consent of the Lessor (not to be unreasonably withheld)

44. At any time within six calendar months prior to the termination of the Term to permit

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intending lessees and tenants authorised by order in writing of the Lessor to view the Property at reasonable hours in the daytime by appointment

Provided that if any of the above stipulations which are in the nature of positive stipulations shall not be duly and reasonably performed by the Lessee the Lessor or the Management Company shall without prejudice to any other remedy available in accordance with this Lease or under the general law have the right to enter on to the Property at any time to carry out such works as may be necessary to achieve compliance with such stipulations and to recover the cost of such works from the Lessee in the form of an additional rent/service charge

SCHEDULE 5

The Service Charge

Part 1 - General Provisions

1.1 The Management Company or its managing agent(s) shall keep proper books of account (which shall be available for inspection by the Lessee during normal business hours) showing the expenditure incurred under this Schedule and the contributions received from the owners and lessees of the Dwellings on the Estate

1.2 Unless there are any particular matters that relate solely to a particular Block or CH Building the Service Charge in Parts 3 and 4 and 5 of this Schedule shall be averaged over all of the Dwellings covered by each such Part

1.3 In respect of each Part of this Schedule the relevant Service Charge shall include:

1.3.1 such sum (to be fixed annually) as shall be estimated by the Management Company (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in that Part of this Schedule to be or expected to be incurred at any time during the period of three years commencing with the date upon which the estimate is made

1.3.2 all rates including water rates or other charges for the supply of water taxes and outgoings (if any) payable in respect of the areas referred to in that Part of this Schedule (other than those payable solely in respect of any of the Dwellings)

1.3.3 all other expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the areas referred to in that Part of this Schedule including in particular but without prejudice to the generality of the preceding provision any expenses incurred in rectifying or making good any inherent structural defect in any structures forming part of the relevant structure for which the Management Company may be or become liable any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified in that Part of this Schedule and any legal or other costs bona fide incurred by the Management Company in taking or defending proceedings (including any arbitration) arising out of any transfer or lease of any of the Dwellings comprised in the relevant Part of this Schedule) or any claim by or against any owner or lessee or tenant of them (other than a claim for rent alone) or by any third party against the Management Company as owner or occupier of any part of the land and/or buildings or other structures referred to in that Part of this Schedule

1.3.4 any reserve fund shall be kept in a separate account in the books of the Management Company and shall only be applied in accordance with the terms of that Part of this

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1.4 Any interest on or income of any reserve funds shall (after deduction of any tax) be held by the Management Company in trust for the owners and lessees of all the Dwellings and applied accordingly

1.5 The Management Company shall be entitled to employ contractors to carry out any of its obligations under this Lease and if any repairs redecorations renewals maintenance or cleaning are carried out by the Management Company and/or the Lessor it shall be entitled to charge as the expenses its normal charge in respect of the same

Part 2 - All Dwellings

2.1 The expenses of and incidental to the running and administration of the Management Company whether or not the Management Company is also the Lessor and whether or not the Management Company is administered by or on behalf of the Lessor

2.2 The fees and disbursements paid to any managing agent(s) appointed by or on behalf of the Management Company in respect of the Estate and to any auditor of the Management Company

2.3 The expenses incurred by the Management Company in carrying out its obligations under clause 13.1

Part 3 - All Apartments

3.1 The expenses incurred by the Management Company in carrying out its obligations under clause 13.2

Part 4 - All Apartments in a Block with a lift

4.1 The expenses incurred by the Management Company in carrying out its obligations under clause 13.3

Part 5 - All Coach Houses

5.1 The expenses incurred by the Management Company in carrying out its obligations under clause 13.4

SCHEDULE 6

Form of Covenant

To

RE PLOT McARTHUR COURT PENZANCE DRIVE SWINDON

POSTAL ADDRESS

LEASE DATED

As the transferee [s] of the above property I/we [jointly and severally] covenant with you to observe

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and perform the covenants conditions and terms of the above lease as if I/we were the original Lessee named in such Lease

Dated

Signed as a Deed by)
)
in the presence of:)

SCHEDULE 7

1. The Lessee is [redacted]

2.1 The Consideration is the price of £129,995.00

2.2 The Initial Rent for the Property is £150.00 per annum

3. The Property is Plot [redacted] Centrum McArthur Court Penzance Drive Swindon

4. The Property

4.1 is a First Floor 2 bedroom Apartment in a Block as described in Part 1 of Schedule 1

4.2 is not in a Block with a lift

4.3 is NOT a [1] [2] bedroom] Coach House in a CH Building as described in Part 2 of Schedule 1

4.4 is NOT a House as described in Part 3 of Schedule 1

4.5 and is edged red on Plan 3

4.6 and does not include a Garage described in Part 4 of Schedule 1 and is edged red on Plan 3

4.7 the Property does include mechanical ventilation units

5. The Postal Address is 224 Padstow Road Swindon SN2 2EQ

6. Plans 1 and 3 are included with this Lease

7. The Property does not include a Private Parking Space edged red on Plan 2

8. The proportion of the Service Charge payable by the Lessee in respect of the relevant parts of Schedule 5 is as follows:

Part 2: [0.3321%]

Part 3: [0.6172%]

Part 4: [0.0%]

Part 5: [0.0%]

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10 [The Lessee declares that the survivor of them can/cannot give a valid receipt for capital monies arising on a disposition of the Property] [The declaration referred to in clause 7.4 is not applicable to the original Lessee named in paragraph 1 of this Schedule]

Signed as a Deed by [redacted] and [redacted] Attorneys for and acting on behalf of **BARRATT HOMES LIMITED** in the exercise of the powers conferred on them by a Power of Attorney made in the presence of: [redacted]

Signature of Witness [redacted]

Name (in BLOCK CAPITALS) [redacted]

Address [redacted]

SIGNED as a Deed by **McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED** acting by two Directors/ a Director and its Company Secretary: [redacted]

THE COMMON SEAL of **GEORGE WIMPEY SOUTH WEST LIMITED** was affixed in the presence of

Director [redacted]

Director/Authorised Signatory [redacted]

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"PLAN 3"

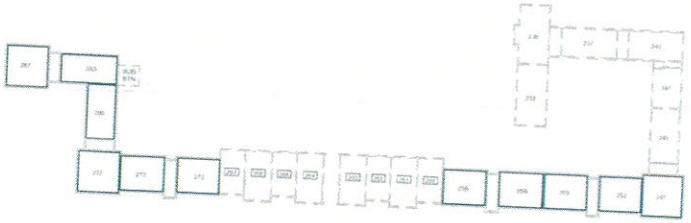




SECOND FLOOR PLAN



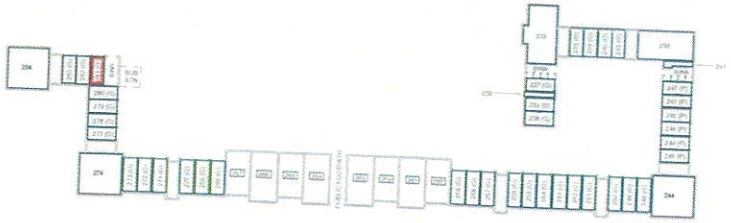
THIRD FLOOR PLAN



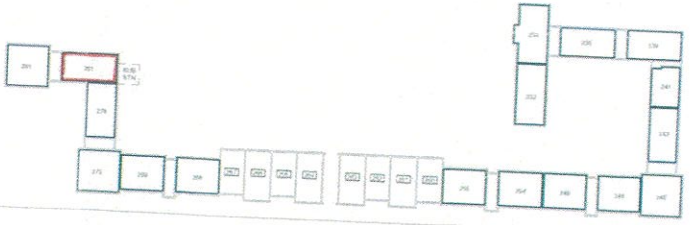
LEGEND

999	Plot Number
999	Plot Demised on "Plan 2"
999 (G)	Demised Garage
999 (P)	Demised Carport
	Unit at Lower Level

GROUND FLOOR PLAN



FIRST FLOOR PLAN



REV	DATE	DESCRIPTION	BY
C	16.06.2004	REVISED TO COMMENTS FROM LEGAL MANAGER.	JD
B	08.06.2004	REVISED TO COMMENTS FROM LEGAL MANAGER.	JD
A	06.04.2004	PLOTS NUMBERS TO 258 & 259 REVISED	JD

JOB: Centrum
Churchward, Swindon

TITLE: Conveyance Plan 3 of 3

SCALE: 1:1000

DRAWN: JD | CHKD

DATE: 16.02.04 | DATE

DWG No: 276/005 Rev C

George Wimpey South West Ltd
Omicron, Windmill Hill Business Park,
Swindon, Wiltshire, SN5 6PA.
Telephone 01793 898200
Fax 01793 898242

George Wimpey

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"PLAN 3"

[redacted]

999	Plot Number
999	Plot Demised on "Plan 2"
999 (G)	Demised Garage
999 (P)	Demised Carport
	Unit at Lower Level

[redacted]

SW/S/04/0457

[redacted]

DRAWN	JD	CHKD	
DATE	16.02.04	DATE	

Ltd
ess Park,
PA.
RD

George Wimpey

DWG No. 276/005 Rev. C

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