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Title Number WT439502

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DATE 22 January 2016 8

**DUDLEY HOUSE (WOOTTON BASSETT)
MANAGEMENT COMPANY LIMITED**

to

Miss R M Huddy

LEASE

**Flat D
28 High Street
Royal Wootton Bassett
Swindon
SN4 7AA**

**Term 999 years from 25th December 1980
Rent Peppercorn**

**TAYLOR & EMMET
SOLICITORS
SHEFFIELD**

<u>PRESCRIBED</u>		<u>CLAUSES</u>
LR1	Date of Lease	22 nd January 2018
LR2	Title Number(s)	
	LR2.1 Landlord's Title Number(s)	WT422474
	LR2.2 Other Title Number(s)	WT100400
LR3	Parties to this Lease	
	Landlord	DUDLEY HOUSE (WOOTTON BASSETT) MANAGEMENT COMPANY LIMITED (Company Number 01494033)
	Tenant	Rachel Mary Huddy of 17 Swift Gardens, Southam, Warwickshire, CV47 2TU
	Other Parties	None
LR4	Property	
	In the case of a conflict between this clause and the remainder of this Lease then for the purposes of registration this clause shall prevail	See the definition of "Property" in clause 1.2 of the Definitions of this Lease
LR5	Prescribed Statements	
	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003	None
	LR5.2 This Lease is made under or by reference to provisions of:	None
LR6	Term for which the Property is leased	The New Term as specified in clause 1.3 of the Definitions of this Lease
LR7	Premium	£1.00
LR8	Prohibitions or Restrictions on Disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions

LR9 Rights of Acquisitions	None
LR9.1 Tenant's contractual rights to renew this Lease to acquire the reversion or another lease of the Property or to acquire an interest in other land	
LR9.2 Tenant's covenant to (or offer to) surrender this Lease	None
LR9.3 Landlord's contractual rights to acquire this Lease	None
LR10 Restrictive Covenants Given in this Lease by the Landlord in Respect of Land Other than the Property	None
LR11.1 Easements granted by this Lease for the benefit of the Property	The easements as referred to in clause 4 of this lease
LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other Property	The easements as referred to in clause 4 of this lease
LR12 Estate Rentcharge Burdening the Property	None
LR13 Application for Standard Form of Restriction	The parties to this Lease apply to enter the following standard form of restrictions against the title number of the Property; FORM M No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WT422474 or their conveyancer that the provisions of 6.1 of this Lease have been complied with
LR14 Declaration of Trust Where There is More Than One Person Comprising the Tenant	Not Applicable

THIS LEASE is made on the

22nd

day of

January

2018

BETWEEN

1. "the Landlord" **Specified in panel LR3**
2. "the Tenant" **The Tenant named in Panel LR3**

1 DEFINITIONS

- 1.1 the Original Lease means a Lease dated 6th August 1981 made between (1) John Edward Norman Richard Cook and Sally Cook (2) Dudley House (Wootton Bassett) Management Company Limited (3) John Edward Norman Richard Cook and Sally Cook (4) Stephen Hutton and Nicholas Simon Riddle which was a lease of the Property for a term of 99 years from 25th December 1980 at an initial yearly rent of £25.00 per annum the original or a copy of which is bound up within.
- 1.2 the Property means the first and second floor maisonette known as Flat D Dudley House 28 High Street Wootton Bassett SN4 7AA and parking space as the same as varied by a Deed dated 30 December 1983 made between John Edward Norman Richard Cook and Sally Cook (2) Dudley House (Wootton Bassett) Management Company Limited (3) the said John Edward Norman Richard Cook and Sally Cook as the owners of the adjoining premises (4) Cheltenham and Gloucester Building Society (5) Stephen Hutton and Nicholas Simon Riddle
- 1.3 the New Term means a term of 999 years commencing on the 25th December 1980
- 1.4 the New Rent means a peppercorn

2 INTERPRETATION

- 2.1 A reference to the Landlord includes a reference to the person from time to time entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to the successors in title and assigns of the Tenant.
- 2.2 Unless the context otherwise requires, a reference to the Property is to the whole and to any part of it
- 2.3 Words importing one gender shall be construed as importing any other gender.
- 2.4 Words importing the singular shall be construed as importing the plural and visa

versa.

- 2.5 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.
- 2.6 Save where otherwise stated reference to numbered Clauses and Schedules are references to the Clauses and Schedules in this lease where so numbered.
- 2.7 The Clause headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

3 RECITALS

- 3.1 The reversion immediately expectant on the determination of the term created by the Original Lease is now vested in the Landlord
- 3.2 The residue of the term created by the Original Lease is vested in the tenant and is registered under title number WT100400
- 3.3 The Tenant has requested and the Landlord has agreed to grant a Lease of the Property for an extended term in substitution of the term granted by the Original Lease in the manner and upon the terms contained in this Lease.

4 DEMISE

In consideration of the rent and covenants on the part of the Tenant contained herein:

- 4.1 The tenant with full title guarantee surrenders the Property to the Landlord for the residue of the term granted by the Original Lease
- 4.2 The Landlord demises to the Tenant with full title guarantee the Property **TO HOLD** the Property to the Tenant together with the rights granted by the Original Lease but excepting and reserving to the Landlord the matters excepted and reserved by the Original Lease for the New Term **PAYING** to the Landlord throughout the New Term if demanded the New Rent on the First day of January in each year.

5 CONDITIONS

This Lease is made on the same terms and subject to but with the benefit of as the case may be the same requirements covenants and conditions and provisions on the part of both the Landlord and the Tenant as are contained in the Original Lease except as to the rent and term of years granted shall be construed and take effect as if such terms, requirements covenants, conditions and provisions were (except as aforesaid) repeated in this Lease in full with such modifications only as are necessary to make them applicable to the parties to this Lease

6. COVENANTS

6.1 The Tenants Covenants

The Tenant covenants with the Lessor to observe and perform all the covenants and conditions on the part of the Tenant contained in the Original Lease save as to the payment of the Rent reserved by the Original Lease (but without prejudice to the covenant to pay all other sums due pursuant to the Original Lease).

6.2 The Landlords Covenants

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on the part of the Landlord and the Management Company contained in the Original Lease.

7 RIGHTS OF THIRD PARTIES

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Lease except to the extent that any provisions expressly provide to the contrary.

8. SECTION 62 OF THE LAW OF PROPERTY ACT 1925

Except as mentioned in clause 4 neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

9. ENTIRE AGREEMENT

9.1 This lease and any documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its or their subject matter.

9.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

9.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

10. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

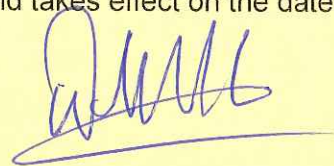
11. GOVERNING LAW AND JURISDICTION

11.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a Deed by
Dudley House (Wootton Bassett)
Management Company Limited
acting by a director in the presence of;



Witness:-

Signature

Name

Address


NATASHA JAMES
20 ARABIAN AVENUE
SWINDON
SN5 5EL

Signed as a Deed by the said:
Rachel Mary Huddy
in the presence of

WT100400

2nd SUP

6/1/16

1

This Deed

is made the 30th day of December

thousand nine hundred and eighty three BETWEEN JOHN EDWARD NORMAN RICHARD COOK and SALLY COOK both of Lodge Down Farm Lambourn in the County of Berkshire (hereinafter called "the Lessor") of the first part DUDLEY HOUSE (WOOTTON BASSETT) MANAGEMENT COMPANY LIMITED whose registered office is situate at Lodge Down Farm Lambourn aforesaid (hereinafter called "the Management Company") of the second part the said JOHN EDWARD NORMAN RICHARD COOK and SALLY COOK in their capacity as owners of adjoining premises (hereinafter called "the Adjoining Owners") of the third part and the CHELTENHAM AND GLOUCESTER BUILDING SOCIETY of Cheltenham House Clarence Street Cheltenham in the County of Gloucestershire (hereinafter called "the Mortgagee") of the fourth part and STEPHEN HUTTON and NICHOLAS SIMON RIDDLE of Flat 28D Dudley House Wootton Bassett in the County of Wiltshire (hereinafter called "the Lessee") of the fifth part

WHEREAS:

- (1) This deed is supplemental to a Lease dated the Sixth day of August One thousand nine hundred and eighty one between the Lessor of the first part the Management Company of the second part the Adjoining Owners of the third part and the Lessee of the fourth part (hereinafter called "the Lease")
- (2) The parties hereto are desirous of altering the terms of the Lease in manner hereinafter appearing
- (3) By a Legal Charge dated the Sixth day of August One thousand nine hundred and eighty one and made between the Mortgagee of the one part and the Lessee of the other part the property was thereby charged to the Mortgagee by way of Legal Mortgage to secure the repayment of the Mortgage of the principal sum together with interest and other monies in manner therein more particularly appearing

NOW THIS DEED WITNESSETH that it is hereby mutually agreed as follows:

1. All reference in the Lease to "Plan A" and the colouring thereon shall be taken to refer to the plan annexed to this deed instead of the plan annexed to the Lease marked "Plan A"

2. Clause 21(b) of the Sixth Schedule to the Lease shall be varied to read as follows:

"In addition to the maintenance contributions hereinbefore referred to the Lessee shall pay to the Lessor and keep the Lessor indemnified against a proportion (hereinafter defined) of all costs charges and expenses incurred by the Lessor (taking into account the Adjoining Owners' contributions under the terms of the Eighth Schedule hereto) in carrying out his obligations under Part II of the Seventh

Schedule hereto such proportions being (a) as to the repair and maintenance to and upkeep of the accessway and casual parking areas edged brown on Plan A one-eighteenth share and (b) and the repair and maintenance to and upkeep of the driveway and yard shown edged green on Plan A one-sixteenth share"

3. Clause 1 of the Eighth Schedule to the Lease shall be varied so as to read as follows:

"1. The Adjoining Owners shall pay a share equal to three-quarters of the cost of repair and maintenance to and upkeep of those parts of the Reserved Property as comprise the driveway and yard shown edged green on Plan A"

4. Clause 2 of the Eighth Schedule to the Lease shall be varied so as to read as follows:

"2. The Adjoining Owners shall pay a share equal to fourteen-eighteenths of the cost of repair and maintenance to and upkeep of that part of the Reserved Property as comprises the accessway and casual parking areas shown edged brown on Plan A"

5. The Lease shall continue in full force save as modified hereby and shall henceforth be read and construed as though the variations hereby made were incorporated therein

IN WITNESS whereof the Lessor the Lessee and Adjoining Owners have hereunto set their respective hands and seals and the Management Company and the Mortgagee have caused their Common seals to be hereunto affixed the day and year first before written

SIGNED SEALED AND DELIVERED by the said
JOHN EDWARD NORMAN RICHARD COOK in the
presence of :

Secy. Cook
John Cook
John Cook

John Cook



SIGNED SEALED AND DELIVERED by the said
SALLY COOK in the presence of :

Secy. Cook
John Cook
John Cook

Sally Cook

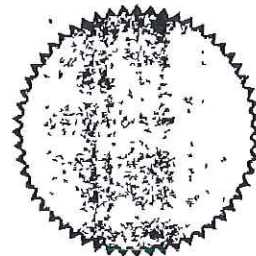


THE COMMON SEAL of DUDLEY HOUSE
(WOOTTON BASSETT) MANAGEMENT COMPANY
LIMITED was hereunto affixed in the
presence of :

Director

Secretary

John Cook
Sally Cook



SIGNED SEALED AND DELIVERED by the said

STEPHEN HUTTON in the presence of :

Witness
X
address Wotton Bassett
Wilts
Strick

Signature

SIGNED SEALED AND DELIVERED by the said

NICHOLAS SIMON RIDDLE in the presence of :

Witness
X
address as above

Signature

THE COMMON SEAL of THE CHELTENHAM AND

GLOUCESTER BUILDING SOCIETY was hereunto

affixed in the presence of :

AM
ASSISTANT SECRETARY
by authority of the
Board of Directors

H.M. LAND REGISTRY
TITLE NUMBER
W100400/DEED
COPY NOT TO BE
NOTED 30/12/1983

first floor layout

ground floor layout

REDUCED COPY

DATE: 1983
DRAWN: [Signature]
DATE: 1983

Wines & Lippincott
Design Group
ARCHITECTS & PLANNERS
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

RE-DEVELOPMENT
SCHEME

LAYOUT PLANS

MR. J. COOK
27 & 28, HIGH STREET,
WOODTON BASSETT.

DATE: 1983
DRAWN: [Signature]
DATE: 1983

These are the notes referred to on the following official copy

Title Number WT100400

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.

120 (c)

(50)

DATED 6th August 1981

MR. AND MRS. J.E.N.R. COOK

to

STEPHEN HUTTON and

NICHOLAS SIMON RIDDLE

Certified as being a true copy of the original taken in the offices of Messrs Lemon and Co
Chelsea House, 1 little London Court, Albert Street, Swindon, Wiltshire SN1 3HY

Lemon & Co 22nd February, 1991

LEASE

of

Flat 28D Dudley House

Wootton Bassett

Wiltshire

WANSBROUGHS
Solicitors
40 Market Place
Devizes
Wiltshire SN10 1JE

120... line to 123
Sixth

A352

THIS LEASE is made the
thousand nine hundred and eighty one

RICHARD COOK and SALLY COOK both of Lodge Down Farm Lambourn in the County of Berks (hereinafter together called "the Lessor") of the first part DUDLEY HOUSE (WOOTTON BASSETT) MANAGEMENT COMPANY LIMITED whose Registered Office is situate at Lodge Down Farm Lambourn aforesaid (hereinafter called "the Management Company") of the second part the said JOHN EDWARD NORMAN RICHARD COOK and SALLY COOK in their capacity as Owners of adjoining premises (hereinafter called "the Adjoining Owners") of the third part and STEPHEN HUTTON and NICHOLAS SIMON RIDDLE of 28 Wesley Court Longfellow Crescent Wootton Bassett Wiltshire (hereinafter called "the Lessee") of the fourth part

WHEREAS :-

- (1) In this Lease unless the context otherwise requires :-
- (a) "The Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created and shall mean the Management Company when such reversion is vested in the Management Company in accordance with the agreement hereinafter referred to and thereafter this Lease shall be read construed and take effect in all respects as if the Management Company had been named herein as the original Lessor in the place of John Edward Norman Richard Cook and Sally Cook
 - (b) "The Lessee" includes the successors in title of the Lessee
 - (c) "Dudley House" means the property described in the First Schedule hereto
 - (d) "The Flats" means all the flats forming part of Dudley House including all other parts of Dudley House allocated thereto and appurtenances thereof other than the Reserved Property hereinafter described and "Flat" has a corresponding meaning
 - (e) "the Reserved Property" means that part of Dudley House not included in the Flats being the property more particularly described in the Second Schedule hereto and intended to be retained by the Lessor
 - (f) "the Demised Premises" means the property hereby demised as described in the Third Schedule hereto

(g) "the Building" means the structure of the entire block of four Flats including the foundations main walls roof entrance halls and all other common parts and services and the parking areas and other structures comprising parts of the Flats and the Reserved Property hereinbefore defined

(h) "Owners" in relation to a Flat means in the case of a Flat let or demised (otherwise than by way of mortgage) by the Lessor at a rent of less than two-thirds of the rateable value thereof on the appropriate day as defined by Section 25 of the Rent Act 1977 the holder of the term created by that letting or demise and in the case of a Flat not so let or demised the Lessor and "ownership" in relation to a Flat has a corresponding meaning

(i) "the Adjoining Owners" means the owner or owners for the time being of the land and premises or part or parts thereof conveyed to the Lessor by a Conveyance dated the eighth day of October One thousand nine hundred and eighty and made between Mary Cook of the one part and the Lessor of the other part BUT EXCEPTING Dudley House

(j) "the Perpetuity Period" as hereinafter mentioned shall be eighty years from the twenty fifth day of December One thousand nine hundred and eighty

(2) The Lessor is the estate owner in fee simple in possession of certain land adjoining High Street and Wood Street Wootton Bassett in the County of Wilts such land being shown for the purposes of identification only edged purple on plan "A" annexed hereto (hereinafter called "the Development") which said land includes Dudley House and the Lessor now intends to sell each of the four Flats comprised at Dudley House aforesaid together with certain ancillary rights by granting to the Purchasers thereof respectively leases for terms of ninety nine years at the yearly rent of £25

(3) The Management Company is a Company incorporated under the Company Acts 1948 to 1976 with an authorised capital of £4 divided into four shares of £1 each with the object (inter alia) of acquiring the freehold of Dudley House aforesaid pursuant to an agreement dated the third day of March One thousand nine hundred and eighty one made between the Lessor of the one part and the Management Company of the other part subject to and with the benefit of (inter alia) the said four leases when granted and

thereafter to insure the said property and keep in good repair the roofs main structures and other reserved parts thereof and generally to observe and perform the obligations on the part of the Lessor under the said leases for the common benefit of the Lessees

(4) One share in the Management Company shall be allocated to each of the Flats and it has been agreed between the Lessor and the Management Company that as and when the said leases are granted there shall be made such transfers and allotments of shares as shall ensure that each Flat Owner holds one-quarter of the shares in the Management Company to the intent that all members of the Management Company shall be Flat Owners and that on completion of the said four leases no person who is not the Owner of one of the said four Flats shall at any time be admitted as a member of the Management Company

(5) It is intended that upon any transaction by which the Lessor parts with the ownership of any Flat the person becoming the Owner of that Flat shall enter into a covenant with the Lessor to observe and perform in relation to that Flat stipulations in similar terms to those set out in the Sixth Schedule hereto to the intent that the Owner of any Flat may enforce the observance by the Owner of any other Flat of the said stipulations

(6) the Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the Demised Premises (being Flat No. 28D and premises more particularly described in the Third Schedule hereto) in consideration of the rent and on the terms and conditions hereinafter appearing

(7) It is intended that share number 4 allocated to the said Flat shall forthwith after the execution hereof be allocated or transferred to the Lessee

NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the sum of £24,000.00 paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor hereby DEMISES unto the Lessee ALL THOSE the Demised Premises being the premises more particularly described in the Third Schedule hereto TOGETHER WITH the rights set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee for the term of ninety nine

years from the twenty fifth day of December One thousand nine hundred and eighty PAYING THEREFOR during the said term the yearly rent of £25 or such sum as is equal to two thirds of the Rateable Value of the demised premises whichever is the lesser payable yearly in advance on the twenty fifth day of December in each year without any deduction the first of such payments being a proportionate payment calculated from the date hereof to the twenty fifth day of December next to be made on the execution hereof SUBJECT TO the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby Excepted and Reserved from this Demise) and to the covenants on the part of the Lessee hereinafter contained

2. The Lessee hereby covenants with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Sixth Schedule hereto

3. The Lessor hereby covenants with the Lessee that subject to and upon the condition expressed in the last clause of the Seventh Schedule he will observe and perform the obligations on his part set out in that Schedule until such time as the freehold reversion in Dudley House shall be conveyed to the Management Company as hereinbefore provided

4. The Adjoining Owners hereby covenant with the Lessee that they will observe and perform the covenants on their part as set out in the Eighth Schedule hereto

5. The Lessee paying the rent reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Demised Premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for him

6. IF the rent hereby reserved or any part thereof is unpaid for one calendar month after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by him in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the

Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

7. The Management Company hereby covenants with the Lessee and (as a separate covenant) with the Lessor subject to and upon the condition expressed in the last clause of the Seventh Schedule to observe and perform the obligations on the part of the Lessor set out in that Schedule as from the date the freehold reversion in Dudley House is conveyed to the Management Company.

8. In the event of the Lessee being more than one person it is hereby agreed and declared as follows :-

(a) all the covenants by the Lessee or any agreement and declaration by the Lessee herein contained shall be deemed to be joint and several by or on the part of all the persons included in the expression "the Lessee"

(b) the Lessee shall hold the Demised Premises upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and the net income thereof until sale in trust for all the persons included in the expression "the Lessee" as joint tenants/tenants in common

(c) the Lessee or other the trustee for sale for the time being of this Deed shall have full power to mortgage charge lease or otherwise deal with all or any part of the Demised Premises with all the powers in that behalf of an absolute owner

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £25,000.00

IN WITNESS whereof the Lessor the Lessee and the Adjoining Owners have hereunto set their respective hands and seals and the Management Company has caused its Common Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

Dudley House

ALL THAT piece or parcel of land situate at and known as 28 High Street Wootton Bassett in the County of Wilts TOGETHER WITH the building erected thereon comprising four self-contained Flats which said premises are shown for the purposes of

identification only edged blue on plan "A" TOGETHER WITH the right for the Lessor the Adjoining Owners and all other the owners or occupiers for the time being of Dudley House or any part thereof and the Lessee and all other persons entitled to the like right:-

(a) to use the existing and future sewers drains water pipes gas pipes electricity cables and other services or conducting media now constructed or laid or to be constructed or laid within the Perpetuity Period in over or underneath the Development or any part or parts thereof SUBJECT TO the Lessor or the persons so using such services paying a proportion of the cost of the maintenance and repair thereto and upkeep thereof such proportion to be calculated by strict reference to the number of properties served by the same

(b) to enter upon any part of the Development with or without workmen and appliances upon giving reasonable notice (save in the case of emergency) of his or their intention so to do to the Owner or occupier for the time being of the land to be entered upon for the purposes of laying connecting into inspecting testing and repairing and renewing any existing or future sewers and other services or conducting media mentioned in sub paragraph (a) hereof PROVIDED THAT the Lessor and all other persons so entering shall make good any damage resulting from the exercise of such right

(c) for all rights of support and protection as are at present enjoyed or as are intended to be enjoyed by Dudley House and its foundations and footings and overhanging projections from and against over or under the buildings now erected or to be erected on the Lessor's Development and together also with the right to construct maintain and use any overhanging eaves gutters and downspouts over the buildings now erected or to be erected on the Lessor's Development

BUT EXCEPTING AND RESERVING unto the Lessor and Adjoining Owners :-

(i) rights through in over under or against Dudley House similar to those granted by paragraphs (a) - (c) inclusive hereof as if the same had been repeated herein mutatis mutandis

(ii) a right of way with or without vehicles over and across those parts of the Reserved Property as comprise the driveway and casual parking areas accessway edged brown on plan "A" and a right to use the said car parking areas subject to a contribution by the Lessor or the Adjoining Owners of an eleven-fifteenths share of the cost of repair and maintenance thereto and upkeep thereof

(iii) a right of way on foot only over and across those parts of the Reserved Property as comprise the roadway turning spaces casual parking areas footpaths and yards edged green on plan "A"

AND EXCEPTING AND RESERVING further unto the Adjoining Owners or other the Owners and occupiers for the time being of Elizabeth House number 27 High Street aforesaid only a right of way with or without vehicles (but insofar as the same consist of footpaths on foot only) over and across those parts of the Reserved Property as comprise the roadway turning spaces footpaths and yards edged green on plan "A" subject to the contribution by the Adjoining Owners or other the Owners or occupiers for the time being of Elizabeth House aforesaid of a one half share of the cost of repair and maintenance thereto and upkeep thereof

THE SECOND SCHEDULE hereinbefore referred to

The Reserved Property

FIRST ALL THOSE the driveway and roadway turning spaces casual parking areas and footpaths and the yard shown edged brown and green on plan "A" and the amenity area forming part of Dudley House and other portions of Dudley House not allocated exclusively to any Flat and the internal halls and landings and all other parts of the Building forming part of Dudley House which are used in common by the Owners and occupiers of any two or more Flats AND SECONDLY ALL THOSE the main structural parts of the Building forming part of Dudley House including the roofs foundations main walls and external parts thereof (but not the glass and frames of the windows of the Flats nor interior faces of such of the external walls as bound the Flats nor the outside staircases balcony and landings) and all cisterns tanks drains sewers pipes wires ducts and conduits and other conducting media not solely used for the purpose of one Flat AND THIRDLY the boundary walls and garden walls of Dudley House so far as they belong thereto or be party walls

The above description is subject to the declaration as to party walls in Clause 3 of the Sixth Schedule hereto and to any similar declaration in the Leases of the other Flats within Dudley House

THE THIRD SCHEDULE hereinbefore referred to

The Demised Premises

ALL THAT Flat forming part of Dudley House situate on the First Floor and Second Floors thereof and being one of the Flats known as Flat number 28D Dudley House High Street Wootton Bassett aforesaid TOGETHER WITH the parking lot allocated thereto ALL WHICH said Flat is (on the Floor specified) delineated and edged red on plan "B" annexed hereto and is shown for the purposes of identification only together with the said parking lot edged red on plan "A" TOGETHER ALSO WITH the entrance door of the Flat the ceilings and floors of the said Flat and the joists and beams to which the ceilings are attached AND TOGETHER ALSO WITH all cisterns tanks sewers drains pipes wires ducts and conduits and other conducting media used solely for the purpose of the said Flat but no other EXCEPTING AND RESERVING from the Demise the main structural parts of the Building of which the said Flat forms part including the roof foundations and main walls and external parts thereof but not the glass and frames of the windows of the said Flat nor the interior faces of such external walls as bound the said Flat

THE FOURTH SCHEDULE hereinbefore referred to

Rights included in the Demise

1. The right in common with the Lessor the Owners and occupiers of all other Flats and all others having the like right to use for the purposes only of access to and from the Demised Premises all such parts of the Reserved Property as afford access thereto
2. The right (in common as aforesaid) of passage and running of electricity gas water and soil television and telephone communications and other services from and to the Demised Premises through the appropriate cisterns tanks sewers drains pipes wires ducts and conduits and other conducting media forming part of the Reserved Property as may be laid or installed within the Perpetuity Period

3. Such rights as are appurtenant to the Demised Premises as are granted to Dudley House and set out in the First Schedule hereto and benefit or are capable of benefiting the Demised Premises or the Lessee but subject as therein mentioned

4. The benefit of any covenants entered into by the Owners of other Flats with the Lessor so far as such covenants are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

5. All rights (in common as aforesaid) of subjacent and lateral support and to shelter and protection from other parts of the Building and all other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises over any part of Dudley House

6. The right (in common as aforesaid) to use with or without visitors the portion of the amenity area not allocated exclusively to any Flat and the driveway and roadway paths and yards forming part of the Reserved Property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

7. Such rights of access to and entry upon the Reserved Property and the other Flats as are necessary for the proper performance of the Lessee's obligations hereunder in either case causing as little damage as possible and making good any damage caused

8. All the above easements rights and privileges are subject to and conditional upon the Lessee being a member of the Management Company and contributing and paying the maintenance contributions in accordance with the covenants in that behalf contained in the Sixth Schedule hereto

9. The right (subject to the Lessee contributing and paying his proper share of the costs) to connect to the wireless or television aerial or aerials for the time being provided on the Building by or on behalf of the Lessor TOGETHER WITH the right of access to the roof space for the purpose of installing repairing maintaining and renewing the same such right of access to be exercised only after reasonable notice to the owner of the Flat through which such access is obtained PROVIDED THAT nothing herein contained shall oblige the Lessor to erect any such aerial or aerials

10. The right (subject to the payment of a one half share of the cost of maintenance and repair thereto and upkeep thereof) to use for the purposes of access to and egress from the Demised Premises the precast staircase balcony and landing leading from the amenity area to the Demised Premises

THE FIFTH SCHEDULE hereinbefore referred to

Rights to which the Demise is subject

1. All rights of subjacent and lateral support and shelter and to protection for other parts of the Building and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any part of Dudley House over the Demised Premises

2. Such rights of access to and entry upon the Demised Premises by the Lessor and the Owners of the other Flats as are necessary for the performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained

3. The burden of any covenants entered into by the Lessor with the Owners of other Flats so far as such covenants are intended to bind the Demised Premises or the Lessee

4. Full right and liberty for the Southern Electricity Board to place the Board's electric lines in or through the Demised Premises and thereafter to use the same in connection with the supply of electricity to the Flats PROVIDED ALWAYS that the Board will make good any damage caused as soon as practicable

5. Such of the exceptions and reservations contained in the First Schedule hereto as benefit the Development or any part or parts thereof and affect the Demised Premises or the Lessee

6. The right to erect and maintain such wireless and television aerial or aerals on the roof or within the roof space of the Building containing the Flats as the Lessor may deem appropriate for the use of the Owners and occupiers of the Flats and to run wires connecting such aerial or aerals to the receiving sets in the Flats and the right of other Flat Owners to enter the Flat after reasonable notice to gain access to the roof space above the Flat for the purpose of installing repairing maintaining and renewing such television aerial or aerals and any necessary connection thereto

THE SIXTH SCHEDULE hereinbefore referred to

Covenants by the Lessee with the Lessor

1. The Lessee shall pay the reserved rent on the days and in manner above mentioned without any deduction whatsoever.
2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or upon the Lessor or any Owner or occupier in respect thereof
3. The Lessee shall to the satisfaction in all respects of the Lessor's Surveyor keep the Demised Premises and all parts thereof and all fixtures and fittings therein and all additions thereto (including all internal walls separating the Demised Premises from any other part of the Building which shall be party walls and shall be used repaired and maintained as such) in a good and tenantable state of repair decoration and condition throughout the continuance of this Demise and shall renew and replace all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair and decoration and condition and in accordance with the terms of this covenant in all respects
4. The Lessee shall before repairing any joist or beam to which is attached the ceiling or floor of any other Flat or building and before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Building give reasonable notice (and except in cases of extreme emergency at least 48 hours notice) in writing to the occupier of that part of the Building the ceiling or floor of which is attached to the said joist or beam or to which the Lessee requires access as the case may be. The Lessee shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to such other part of the Building but shall act carefully and reasonably doing as little damage as possible to any part of the Building and making good all damage done.

5. The Lessee shall in the Seventh year of this Demise and in every succeeding seventh year and in the last three months thereof paint with two coats of good quality oil paint in a workmanlike manner all the wood iron and other internal parts of the Demised Premises usually or which ought to be painted including the outside of the entrance door of the Flat and the inside of the window frames and shall in addition paint with good quality oil bound distemper or plastic emulsion paint or otherwise colour or redecorate all walls and such other parts as are usually or as ought to be so treated and paper or repaper the parts (if any) now papered with suitable paper of good quality and in every case to the satisfaction of the Lessor.
6. The Lessee shall not paint or otherwise decorate the exterior parts of the Demised Premises.
7. The Lessee shall clean the windows of the Demised Premises as often as may be necessary and keep the same properly curtained.
8. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the Demised Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Demised Premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be forthwith recoverable by action.
9. The Lessee shall not make any alterations in the Demised Premises without the prior approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved. The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken.
10. The Lessee shall not do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance or annoyance or cause damage or

inconvenience to the Lessor or to the Owner or occupier of any other Flat or whereby any insurance for the time being effected on Dudley House or any part thereof (including the Demised Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority.

11. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done on or in respect of the Demised Premises (whether by Landlord Tenant or Occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof.

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

13. The Lessee shall permit the Lessor and the Owners of the other Flats to have access to and enter upon the Demised Premises as often as may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained.

14. Not to use or permit the Demised Premises or any part thereof to be used for any illegal or immoral purpose nor to permit any trade or business to be carried on there nor to take in any boarders or lodgers but the Lessee shall use the Demised Premises for the purposes of a private residence only.

15. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistent with the provisions of the Deed make to govern the use of the Flats and the Reserved Property. Such regulations may be restrictive of acts done on or within Dudley House detrimental to its character or amenities. Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of Dudley House or providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Lessor in pursuance of his obligations under the Seventh Schedule hereto

notwithstanding the absence of any specific covenant by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 21(a) of this Schedule accordingly.

16. Not to permit any animals other than domestic pets to be kept upon the Demised Premises without the written permission of the Lessor which if given shall be deemed to be given by way of Licence revocable at will.

17. Not in any way to incumber or interfere with the access to and egress from or place or leave rubbish upon any part of the Reserved Property used in common with other Lessees nor allow any cycle perambulator cart invalid carriage or other vehicle or thing or any goods or package or articles of any description belonging to him or his servants or agents to be placed or remain upon any part of the Reserved Property used in common with the other Lessees PROVIDED THAT this clause shall not restrict or prevent in any way the placing or keeping of a dustbin or similar refuse receptacle or the parking of private motor vehicles by the Lessee or his visitors or lawful agents upon the dustbin areas or the casual parking areas provided upon the Reserved Property.

18. Not to park nor allow any motor car wheeled vehicle or any other form of transport to be parked on any part of the Reserved Property except upon the parking lots and casual parking lots provided and not to allow any trailer trade vehicle or caravan or other similar objects to be brought onto any part of the Reserved Property whatsoever.

19. (a) The Lessee shall not assign underlet or part with the possession of part only of the Demised Premises

(b) The Lessee shall not assign the Demised Premises to a person who does not upon or before the assignment become the holder of the Lessee's share in the Management Company

(c) The Lessee shall not during the last seven years of the term hereby granted assign underlet charge or part with or share the possession or occupation of the Demised Premises or any part thereof without the previous written consent of the Lessor such consent not to be unreasonably withheld.

20. The Lessee shall within twenty one days of the date of every assignment underlease grant of Probate or Administration assent transfer mortgage charge discharge order of the Court or other event or document or other instrument affecting or evidencing devolution of title relating to the term give notice thereof in writing to the Lessor and pay a registration fee of £5 plus V.A.T at the appropriate rate thereon and in the case of a document provide it or copies certified by a Solicitor to be a true copy to the Lessor for registration with the Lessor

21. (a) The Lessee shall pay to and keep the Lessor indemnified from and against a one quarter part of all costs charges and expenses incurred by the Lessor in carrying out his obligations under Part I of the Seventh Schedule hereto and shall pay to the Lessor the sum of £50 per annum on account of such costs charges and expenses by quarterly instalments of £12 and 50p payable in advance on the usual quarter days the first of such payments being a due proportion from the date hereof to the next quarter day to be paid on the execution hereof

(b) In addition to the maintenance contributions hereinbefore referred to the Lessee shall pay to the Lessor and keep the Lessor indemnified against a proportion (hereinafter defined) of all costs charges and expenses incurred by the Lessor (taking into account the Adjoining Owners contributions under the terms of the Eighth Schedule hereto) in carrying out his obligations under Part II of the Seventh Schedule hereto such proportions being (a) as to the repair and maintenance to an upkeep of the accessway edged brown on the said plan a one-fifteenth share and (b) as to the repair and maintenance to and upkeep of the driveway casual parking areas and yard shown edged green on the said plan a one-eighth share.

22. The Lessee shall within twenty one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount certified in accordance with Clause 12 of Part I of the Seventh Schedule hereto (due from the Lessee to the Lessor pursuant to Clause 21(a) of this Schedule for the accounting period to which the notice relates) pay to the Lessor or be entitled to receive from the Lessor the balance by which the said proportionate amount respectively falls short or exceeds the total sums paid by the Lessee to the Lessor pursuant to Clause 21(a) during the said period

provided nevertheless the Lessor may at his discretion place any balance due to the Lessee to the credit of the Lessee as a reserve towards future maintenance costs.

23. (a) The Lessee shall upon any transaction in respect of which the Lessee is a party or over which he has any control involving an assignment or a contract for an assignment of the Demised Premises ensure that the person becoming or contracting to become as a result of such transaction or disposition the Lessee of the Demised Premises becomes also the holder of the Lessee's share in the Management Company and enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this Clause and shall pay the reasonable charges of the Lessor's Solicitors in connection with such covenant

(b) After the death of the Lessee his Personal Representatives shall ensure that upon their executing an assent in respect of the Demised Premises the person becoming as a result of such assent the Lessee of the Demised Premises becomes also the holder of the Lessee's share in the Management Company and if no such assent shall be executed by the Personal Representatives of the Lessee within six months of their taking out the Grant of Representation to the estate of the Lessee they shall transfer the said share into their own names

(c) The Lessee shall upon any devolution or transmission of the ownership of the Demised Premises to which the Lessee is not a party and over which the Lessee has no control use the Lessee's best endeavours to ensure that the person becoming the Owner of the Demised Premises as a result of such devolution or transmission becomes also the holder of the Lessee's share in the Management Company and enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this Clause and shall pay the reasonable charges of the Lessor's Solicitors in connection with such covenant

(d) The Lessee (if and so long as the Lessee is not the holder of a share in the Management Company) shall carryout the obligations attaching to the share in the Management Company originally held by the Lessee and to the Holder thereof as such

and shall indemnify the holder for the time being of the said share against any liability in respect of such obligations.

24. To pay to the Lessor or other the owner or occupier for the time being of the adjoining First Floor Flat a one-half share of the cost of maintenance and repair to and upkeep of the precast staircase balcony and landing hereinbefore referred to.

THE SEVENTH SCHEDULE hereinbefore referred to

Covenants on the part of the Lessor

PART I

1. The Lessor shall pay all existing and future rates taxes assessments and outgoings if any now or hereafter imposed on or payable in respect of the Reserved Property

2. The Lessor shall insure the Building and keep the same insured in the joint names of all persons having an interest therein against loss or damage by fire aircraft storm tempest and all other perils covered by the usual comprehensive insurance of the Insurers to the full cost of rebuilding plus 10% for professional fees in some reputable insurance office and shall also take out and keep on foot in those names a policy of insurance in an insurance office of repute covering the liability for injury to persons on or within Dudley House and shall make all payments necessary for these purposes within twenty one days after the same shall become payable and shall produce to the Lessee on demand the policies of such insurance and receipt for every such payment.

3. As often as any part of the Building is destroyed or damaged by fire or any other of the perils insured against under the preceding clause the Lessor shall rebuilt and reinstate the same in accordance with the bye-laws regulations and Planning and Development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any monies received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Building.

4. The Lessor shall keep the Reserved Property (excluding those parts thereof referred to in Part II of the Schedule) and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including the

outside painting of the entrance doors to the Building and window frames and renew and replace all worn or damaged parts provided that nothing herein contained shall prejudice the Lessors right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person

5. The Lessor shall before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (except in cases of extreme emergency at least 48 hours notice) in writing to the Lessee. The Lessor shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to the Demised Premises but shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done

6. The Lessor shall keep the hall internal stairs and internal landings (if any) and internal passages forming part of the Reserved Property properly cleaned and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted and pay all charges for electricity for such lighting

7. The Lessor shall engage or employ such servants agents and contractors or staff as the Lessor shall from time to time deem necessary or desirable (including managing agents) to comply with his obligations under this Schedule and pay their wages commissions fees and charges PROVIDED THAT the Lessor shall not be liable in damages or otherwise for any deficiency in or failure of the obligations undertaken by the Lessor including any services undertaken by the Lessor caused by the delay of contractors or workmen strikes unavoidable breakdown of plant accident or other cause beyond the Lessors control.

8. (a) The Lessor shall so far as he considers practicable equalise the amount from year to year of his costs and expenses incurred in carrying out his obligations under this Schedule by charging against such costs and expenses in each year and carrying to a reserve fund or funds and in subsequent years expending such sums as he

considers reasonable by way of provision for depreciation or for future expenses liabilities or payments whether certain or contingent and whether obligatory or discretionary

(b) If in so far as any monies received by the Lessor from the Lessee during any year by way of contribution to the Lessors said costs and expenses are not actually expended by the Lessor during that year in pursuance of this Schedule nor otherwise dealt with so as to be an allowable expense in calculating the Lessors income for tax purposes for that year the Lessor shall hold those monies upon trust to expend them in subsequent years in pursuance of the provisions of this Schedule and subject thereto upon trust for the Lessee absolutely

9. The Lessor shall keep proper books of accounts of all costs charges and expenses incurred by him in carrying out his obligations under this Schedule and ensure that an account shall be taken up on the thirty first day of December One thousand nine hundred and eighty one and on the thirty first day of December in every subsequent year during the continuance of this Demise of the amount of the said costs charges and expenses incurred since the commencement of this Demise or the date of the last preceding account as the case may be

10. The account taken in pursuance of the last preceding Clause shall be prepared and audited by a competent accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said Accountant) for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant of Clause 21 (a) of the Sixth Schedule

11. The Lessor shall within 2 months of the date to which the account provided for in Clause 10 of this Schedule is taken serve on the Lessee a notice in writing stating the said total and proportionate amount due from the Lessee to the Lessor certified in accordance with the last preceding clause

12. The Lessor shall observe the provisions and regulations in force from time to time under and by virtue of the Companies Act and in particular shall make all such returns and furnish all particulars as may be required annually or otherwise so as to ensure the registration of the continued existence of the Management Company

PART II

1. The Lessor shall keep in good repair and condition that part or those parts of the Reserved Property excluded from Clause 4 to Part I of this Schedule being the vehicular accessway shown edged brown on the said plan and the driveway and casual parking areas shown edged green on the said plan.

All the covenants and obligations of the Lessor contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the Clause 8 to the Fourth Schedule hereto

THE EIGHTH SCHEDULE hereinbefore referred to

Covenants by the Adjoining Owners

1. The Adjoining Owners shall pay a share equal to one-half of the cost of repair and maintenance to and upkeep of those parts of the Reserved Property as comprise the driveway casual parking areas and yard as are shown edged green on the plan "A"
2. The Adjoining Owners shall pay a share equal to eleven-fifteenths of the cost of repair maintenance to and upkeep of that part of the Reserved Property as comprise the accessway shown edged brown on the plan "A".

SIGNED SEALED and DELIVERED by
the said JOHN EDWARD NORMAN:-
RICHARD COOK in the presence of:-

)
)
)

John Cook

J. E. Norman
Shirley
Jones

SIGNED SEALED and DELIVERED by
the said SALLY COOK in the
presence of:-

)
)
)

Sally Cook

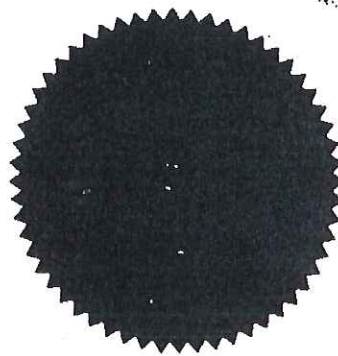
J. E. Norman
Shirley
Jones

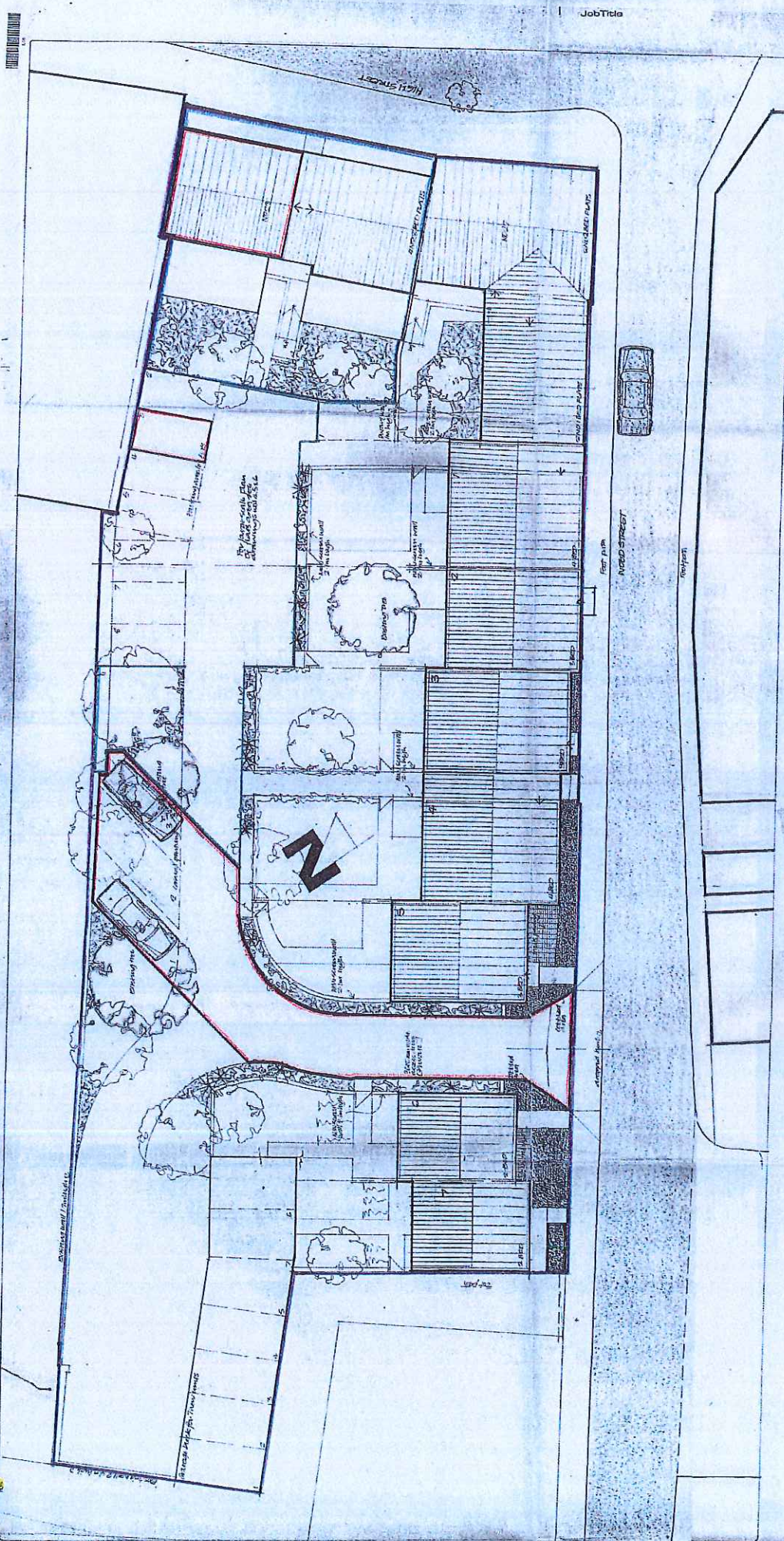
THE COMMON SEAL of the said)
DUDLEY HOUSE (WOOTTON BASSETT))
MANAGEMENT COMPANY LIMITED was)
hereunto affixed in the presence of:-)

John Cook
Sally Cook

Director

Secretary





John Scallen Associates
 DESIGN AND DEVELOPMENT
 100 WEST STREET
 SUITE 200
 BOSTON, MA 02111
 TEL: 617-552-1111
 FAX: 617-552-1112

SCALE
 1" = 20'

DATE
 10/1/99

DESIGNED BY
 J.S.

DRAWN BY
 J.S.

DESCRIPTION
 1. SITE PLAN
 2. LANDSCAPE PLAN

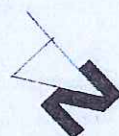
PROJECT NO.
 99-001

DATE
 10/1/99

05.74

SITE LAYOUT

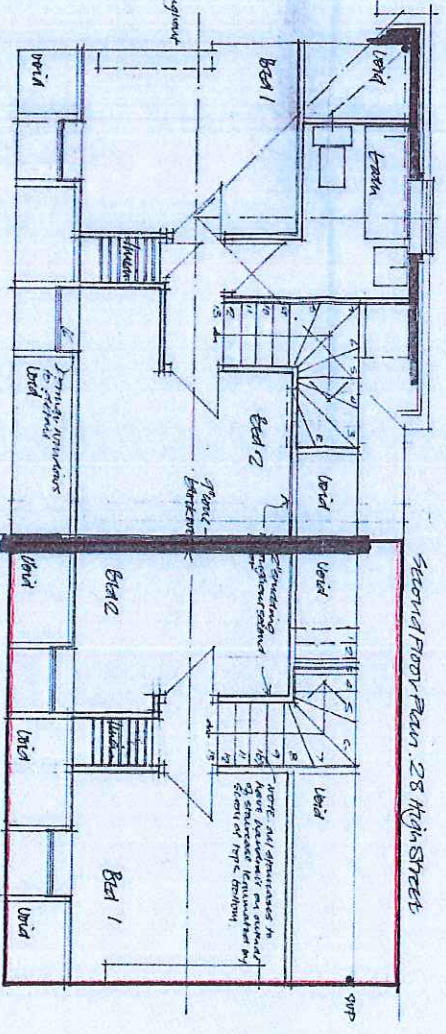
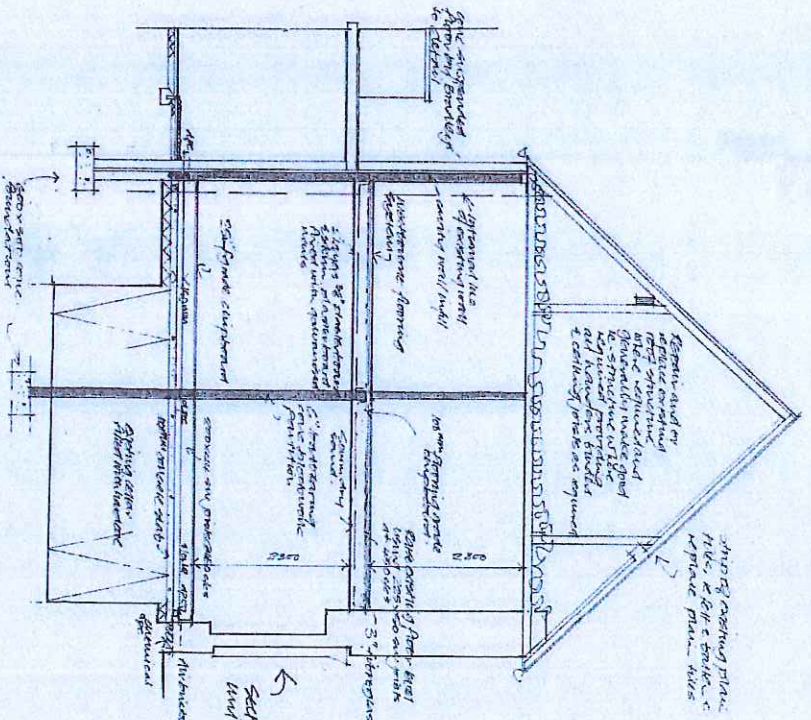
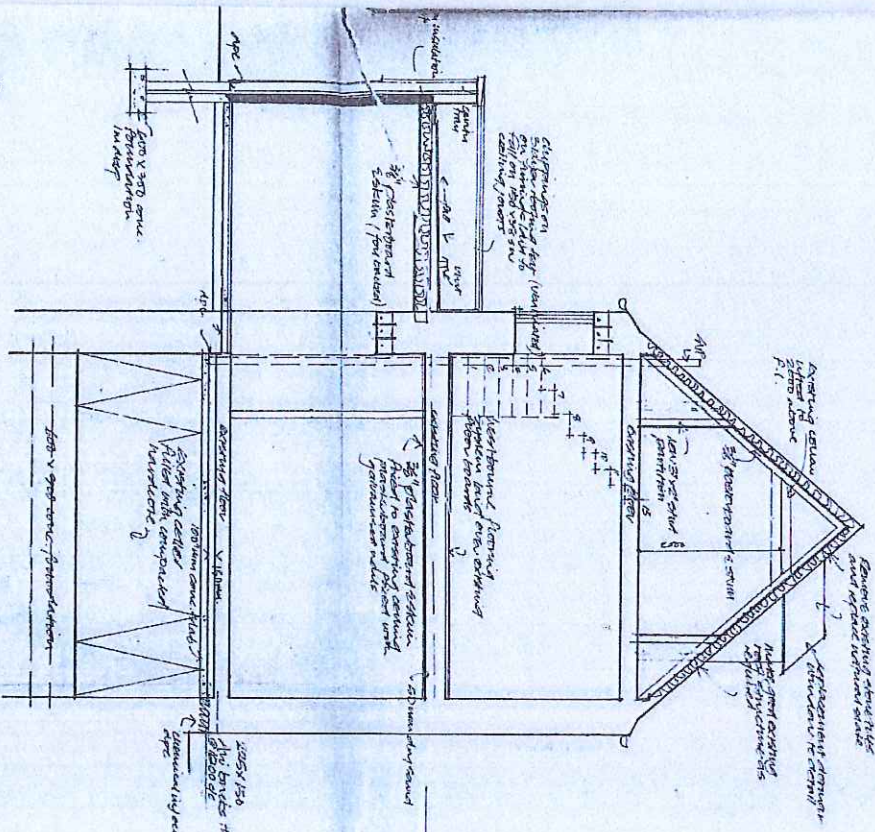
Plan: 1'



Working Detail

05.7

Working Detail



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