

DATED

9th June

1981

WINTERBOURNE CONSTRUCTION LIMITED

-and-

MR. AND MRS. J. H. WILLIAMS

-and-

WINTERBOURNE DEALING CO LIMITED

Counterpart

L E A S E

-of-

Flat 6 Witcombe Green
19 High Street Wroughton Swindon Wilts

We certify this to be a true copy
of the original document

Gardner Leader
Gardner Leader LLP
Solicitors, Newbury, Berks

Dated 19/10/17.

Lemon & Co
34 Regent Circus
SWINDON
Wilts

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THIS LEASE is made the Monday day of October 198)
BETWEEN WINTERBOURNE CONSTRUCTION LIMITED whose registered office is situate at 77 High Street Wroughton near Swindon in the County of Wilts (hereinafter called "the Lessor") of the first part JOHN HOWARD WILLIAMS and ELSIE MURIEL of 58 Burford Avenue Swindon aforesaid (hereinafter called "the Lessee") of the second part and WINTERBOURNE DEALING CO LIMITED whose registered office is situate at Belgrave House High Street Wroughton Swindon aforesaid (hereinafter called "the Management Company") of the third 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 therein as the original Lessor in the place of WINTERBOURNE CONSTRUCTION LIMITED

(b) "The Lessee" includes the successors in title of the Lessee

(c) Witcombe Green means the property described in the First Schedule hereto

(d) "The Flats" means all the flats forming part of Witcombe Green including all other

parts of Witcombe Green 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 Witcombe Green 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 six Flats including the foundations main walls roof entrance halls and porches and all other common parts and services and 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 Perpetuity Period" as hereinafter mentioned shall be eighty years from the twenty sixth day of June One thousand nine hundred and eighty one

(2) The Lessors is the estate owner in fee simple in

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possession of certain land at 19 High Street Wroughton near Swindon in the County of Wilts such land being shown for the purposes of identification only edged blue on Plan "A" annexed hereto and the Lessor now intends to sell each of the six flats comprised at Witcombe Green 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 £100 divided into 100 shares of £1 each with the object (inter alia) of acquiring the freehold of Witcombe Green aforesaid pursuant to an agreement dated the tenth day of August 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 six 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 lease 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 sixth 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 six leases no person who is not the Owner of one of the said six Flats shall at any time be admitted as a member of the Management Company

(5) It is intended and the Lessor agrees 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 of the Lessee of a Lease of the Demised Premises (being Flat No. 6 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 allocated to the said Flat 6 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 £22,950.00

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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 sixth day of June One thousand nine hundred and eighty one 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 sixth day of June in each year without any deduction the first of such payments being a proportionate payment calculated from the date hereof to the twenty sixth day of June 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

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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 it will observe and

perform the obligations on its part set out in that Schedule until such time as the freehold reversion in Witcombe Green shall be conveyed to the Management Company as hereinbefore provided

4. 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 it

5. IF the rent 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 it 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

6. 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 Witcombe Green is conveyed to the Management Company

7. 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 charges lease or otherwise deal with all or any part of the Demised Premises with all the powers in that behalf of an absolute owner

8. 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 Lessee has hereunto set his hand and seal and the Lessor and the Management Company have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

Witcombe Green

ALL THAT piece or parcel of land situate fronting High Street Wroughton near Swindon in the County of Wilts being 19 High Street Wroughton aforesaid upon which said premises were formerly erected a messuage or dwellinghouse with shop storeroom stables and outbuildings but which said premises now comprise six self-contained flats all which said premises are shown for the purposes of identification only edged blue on Plan "A" annexed hereto TOGETHER WITH (in so far as the same is of any effect) the benefit of a Deed of Covenant dated the fourth day of February 1879 and made between Thomas White Waldron of the one part and George Pickett of the other part BUT SUBJECT NEVERTHELESS to the existing rights of way over the road or track on the east side of the said premises

THE SECOND SCHEDULE hereinbefore referred to

The Reserved Property

FIRST ALL THOSE gardens and the amenity area the driveway and roadway turning spaces casual parking areas and footpaths shown edged brown on plan "A" forming part of Witcombe Green and other portions of Witcombe Green not allocated exclusively to any flat and the internal halls and landings and all other parts of the building forming part of Witcombe Green 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 Witcombe Green 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) 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 Witcombe Green 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

THE THIRD SCHEDULE hereinbefore referred to

The Demised Premises

ALL THAT Flat forming part of Witcombe Green situate on the Ground Floor/First Floor thereof and being one of the Flats known as Flat number 6 Witcombe Green 19 High Street Wroughton 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 egress 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 Reserved Property as may be laid or installed within the Perpetuity Period
3. 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
4. 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
Witcombe Green

5. The right in common as aforesaid:-

(a) to use with or without visitors the
portion of the gardens and amenity area
not allocated exclusively to any Flat and
the driveway and roadway the turning spaces
footpaths and casual parking areas forming
part of the reserved property

(b) to use the bin store provided by the
Lessor for the purpose of the keeping and
storing of dustbins or similar refuse
receptacles

in each case subject to such reasonable rules and
regulations for the common enjoyment and benefit
thereof as the Lessor may from time to time prescribe

6. 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

7. All the above easements right 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

8. 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

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 Witcombe Green 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. The right to erect and maintain such wireless and television aerial or aerials 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 aerials 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 aerials 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 pay a fair proportion of the expense of repairing all party walls and 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 a ~~the~~ 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 make good all damage done

5. The Lessee shall in the Seventh year of this Demise

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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 alteration 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 Witcombe Green 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

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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 Witcombe Green 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 Witcombe Green

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 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 in the bin store provided or the parking of private motor vehicles by the Lessee or his visitors or lawful agents upon 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. The Lessee shall pay to and keep the Lessor indemnified from and against a one sixth part of all costs charges and expenses incurred by the Lessor in carrying out his obligations under 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

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 13 of the Seventh Schedule hereto (due from the Lessee to the Lessor pursuant to Clause 21 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 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 enter 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

carry out 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

THE SEVENTH SCHEDULE hereinbefore referred to
Covenants on the part of the Lessor

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 Buildings 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 Witcombe Green 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 rebuild 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

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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 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 pay a fair proportion of the expense of repairing and maintaining all party walls bounding the reserved property

6. 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

7. 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
8. The Lessor shall provide a bin store for use by the Lessee to store a dustbin or similar refuse receptacle and shall arrange for the disposal of rubbish deposited therein by the Lessee
9. The Lessors 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
- 10 (a) The Lessor shall so far as he considers practical 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 of funds and in subsequent years expending such sums as he considers reasonable by way of provision for

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(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
Lessors 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

11. 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

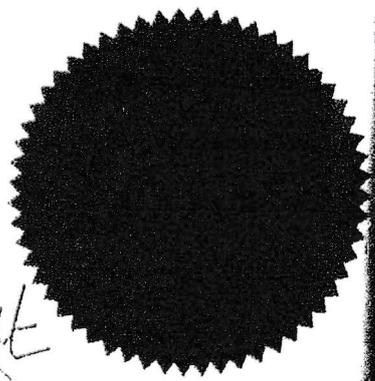
12. The account taken in pursuance of the last
preceding Clause shall be prepared and audited by a
competent accountant who shall certify the total
amount of the said costs charges and expenses
(including the audit fee of the said Accountant) for
the period to which the account relates and the

proportionate amount due from the Lessee to the Lessor pursuant of Clause 21 of the Sixth Schedule
13 The Lessors shall within two months of the date to which the account provided for in Clause 12 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

14. 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

All the covenants and obligations of the Lessor contain in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the Clause 7 to the Fourth Schedule hereto

THE COMMON SEAL of WINTERBOURNE)
CONSTRUCTION LIMITED was)
hereunto affixed in the)
presence of:)



Director *G. W. Herbert*

Secretary *R. A. [Signature]*

SIGNED SEALED AND DELIVERED)
by the said JOHN HOWARD)
WILLIAMS in the presence of:)

John H. Williams



M. J. Jones
S. Williams
Smith

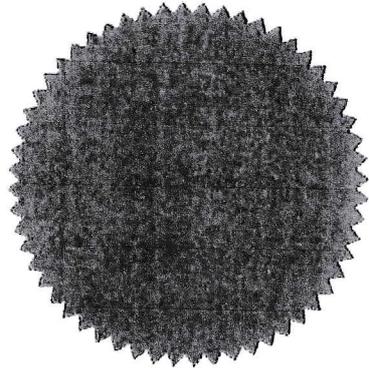
SIGNED SEALED AND DELIVERED)
by the said ELSIE MURIEL)
WILLIAMS in the presence of:)

E. M. Williams



M. J. Jones

THE COMMON SEAL of WINTERBOURNE)
DEALING CO LIMITED was hereunto)
affixed in the presence of:)



Director

[Signature]

Secretary

[Signature]

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