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Title Number WT281148

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DATED *8th May* 2009

R.M.B. Trading Limited
and
Urbis (Canalside) Limited

Lease

Flat 2 Towpath Gardens William Street Swindon

This copy has to be a true copy of the original

.....
Veale Wasbrough
Orchard Court
Orchard Lane
Bristol BS1 5WS

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Orchard Court
Orchard Lane
Bristol BS1 5WS

Land Registration Rules 2003 (as amended)
Schedule of prescribed clauses

LR1. Date of lease: 21st May 2009

LR2. Title number(s)

LR2.1 Landlord's title number(s): WT248425

LR2.2 Other title numbers: None

LR3. Parties to this lease: **Landlord:** R.M.B. Trading Limited whose registered office is at 1C Belmore Hill Court, Morestead Road, Owslebury, Winchester, Hampshire, SO21 1JW (Co. Reg. No. 03453754)

Tenant: Urbis (Canalside) Limited whose registered office is at The Tramshed, 25 Lower Park Row, Bristol BS1 5BN (Co. Reg. No. 06130711)

LR4. Property: the premises described in the First Schedule.

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.

LR5. Prescribed statements etc. the Lease does not contain such statements

LR6. Term for which the Property is leased: The term as specified in this lease at clause 2.

LR7. Premium: One Pound (£1.00)

LR8. Prohibitions or restrictions on disposing of this lease: This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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: the Lease does not contain such a provision;

LR9.2 Tenant's covenant to (or offer to) surrender this lease: the Lease does not contain such a provision;

LR9.3 Landlord's contractual rights to acquire this lease: the Lease does not contain such a provision;

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property: the Lease does not contain such a provision.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property: refer to the Second Schedule;

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property: refer to the Third Schedule;

LR12. Estate rentcharge burdening the Property: the Lease does not contain such a provision.

LR13. Application for standard form of restriction:

Not applicable

LR14. Declaration of trust where there is more than one person comprising the Tenant:

Not applicable

LAND REGISTRY

Land Registration Acts 1925 – 2002

Administrative area: Swindon

Title Number: WT248425

Premises: Flat 2 Towpath Gardens William Street Swindon

LEASE OF PART

THIS LEASE is made the *8th* day of *May* 2009

BETWEEN (1) R.M.B. Trading Limited whose registered office is at 1C Belmore Hill Court, Morestead Road, Owslebury, Winchester, Hampshire, SO21 1JW (Co. Reg. No. 03453754) (“the Lessor”) and (2) Urbis (Canalside) Limited whose registered office is at The Tramshed, 25 Lower Park Row, Bristol BS1 5BN (Co. Reg. No. 06130711) (“the Lessee”)

WHEREAS

1. The Building has been divided into 18 flats
2. The Lessor intends to grant leases of the said flats in similar terms to this lease
3. The Lessor has agreed to grant to the Lessee a lease of the Premises for the Premium at the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretations

In this Lease:

- 1.1 “the Accounting Period” means the period commencing on 1st January and ending on 31st December in any year during the Term or such other period as the Company may specify from time to time
- 1.2 “the Annual Rent” means the sum of £225.00 per annum to and including 31st March 2018 and thereafter such annual sum as is calculated or determined from time to time as follows:
 - 1.2.1 with effect from and including each Review Date the Annual Rent shall be an annual sum calculated in accordance with the following formula:
$$\text{Revised Rent} = \text{£225.00} \times \frac{\text{Latest Index Figure}}{\text{Initial Index Figure}}$$
or the sum of the annual sum payable immediately prior to such Review Date and £225.00 whichever shall be the higher
 - 1.2.2 on or before each Review Date or at any time thereafter the Lessor shall serve notice on the Lessee of the Revised Rent to be paid from such Review Date which Revised Rent shall be binding on the Lessee save in case of manifest error notified to the Lessor within 28 days of receipt of the said notice from the Lessor

1.2.3 if the reference base used to compile the Index changes between the month falling three months before the month of the commencement date of the Term and the month falling three months before the month of the relevant Review Date then the Latest Index Figure in the formula shall be adjusted to the figure which would have applied if the reference base current at the month falling three months before the month of the commencement date of the Term had been retained and not changed

1.2.4 if it becomes impossible by reason of any change in the methods used to compile the Index or for any other reason whatever to calculate the Revised Rent by reference to the Index or if any dispute or question whatever shall arise between the Lessor and the Lessee with respect to the amount of the Revised Rent or the construction or effect of clauses 1.2.1 to 1.2.10 inclusive then either of them may by notice to the other require the Revised Rent or other matter to be determined by an expert who shall be appointed and act in accordance with clauses 1.2.5 to 1.2.6 inclusive

1.2.5 the expert shall be a professionally qualified chartered surveyor or valuer and shall be previously agreed upon between the Lessor and the Lessee or (in the absence of such agreement one month before the relevant Review Date) nominated on the application of either the Lessor or the Lessee or both of them jointly by the President of the Royal Institution of Chartered Surveyors or any person authorised to act on his behalf

1.2.6 the award of the expert shall be binding on the parties and the costs of the reference to him and of his determination (including his own fees and expenses and the legal and other costs of the parties) shall lie in his award

1.2.7 if and so often as the Revised Rent in respect of any period has not been ascertained pursuant to the foregoing provisions before the first day for payment of the Revised Rent for the relevant period rent shall continue to be payable during that period at an annual amount equal to the Annual Rent payable immediately before the commencement of the relevant period until the first day for payment of rent after the Revised Rent has been ascertained or until the expiration of that period (whichever shall first happen)

1.2.8 on the first day for payment of rent after the Revised Rent has been ascertained there shall be payable by the Lessee to the Lessor by way of rent (in addition to the amount of rent otherwise due on that day) the aggregate of the amount by which the rent payable in respect of such period in accordance with clause 1.2.7 falls short of the amount which would have been payable if the Revised Rent had been ascertained before the first day for payment of rent for the relevant period together with interest thereon calculated on a daily basis at an annual rate of 4% above HSBC Bank PLC base rate for the time being payable

1.2.9 if at any time during the Term the payment or recovery of any part of the Annual Rent from time to time payable under this Lease is prohibited by any statute order or regulation then in force the following provisions shall apply

1.2.9.1 the Annual Rent may nevertheless (at the option of the Lessor) be subject to review in accordance with the provisions contained herein notwithstanding that the Lessor may be unable to recover the whole or any part of any increased rent so ascertained

1.2.9.2 as from any Review Date where the Lessor is prohibited by law from recovering any part of the Annual Rent as reviewed such part of the Annual Rent as shall be irrecoverable shall be and become payable by the Tenant as soon as and to the extent only that it may be permitted by the law

for the time being in force without (unless the law expressly so requires) any further action or demand on the part of the Lessor

1.2.9.3 insofar as and to the extent that the law at any time during the Term in force permits increases in recoverable rent at any time or times or with effect from any date or dates which do not coincide with the Review Dates such law shall apply to this Lease and any such permitted increase or increases shall immediately come into effect without any further action on the part of the parties hereto unless the law expressly so requires provided that at no time shall the Lessor be entitled to recover during the period commencing with any one Review Date or the date of commencement of the Term (as the case may be) and ending on the next following Review Date any sum or sums by way of rent greater in the aggregate than those which it would have been entitled to recover from the Lessee in the absence of any such laws during such period

1.2.9.4 any rent which but for any law for the time being in force the Lessor would be able to recover from the Lessee under the terms of the Lease shall (to the extent permitted by law if at all) be carried forward and shall be paid by the Lessee to the Lessor as soon as and to the extent that may be permitted by the law as rent due in arrear provided that there shall be deducted from such sum a sum equal to the aggregate of any increase in rent recovered by the Lessor under any such laws and not under the provisions relating to reviews of rent herein contained

1.2.10 it is hereby agreed and declared between the parties hereto that the provisions of clause 1.2.9 are designed to preserve the positions of such parties (so far as may be permitted) at the date hereof on the basis that the terms of this Lease were freely negotiated and agreed without regard to any restrictions in force during the said term to the intent that neither party should profit therefrom and the Lessor and the Lessee hereby respectively undertake to use their best endeavours to give effect to the terms of this Lease

- 1.3 "the Building" means the building erected on the Property or part thereof
- 1.4 "the Common Parts" means the front doors entrance halls stairs landings lifts passages, car park pathways and other parts of the Property used in common by the Lessee with the lessees of other flats within the Building
- 1.5 "Index" means the Retail Prices Index for all items published by the Office for National Statistics or any other agency ministry department or other body with the responsibility for the time being for publishing the Index
- 1.6 "Initial Index Figure" means the Index figure for the month which falls three months before the month of the commencement date of the Term
- 1.7 "the Insurance Rent" means a sum equal to the Lessee's Share of the sums which the Lessor shall from time to time pay by way of premiums for insuring the Building against the Insured Risks
- 1.8 "the Insured Risks" means fire lightning aircraft explosion earthquake storm flood escape of water or oil terrorism riot malicious damage theft or attempted theft falling trees and branches and aerials subsidence heave landslip collision accidental breakage of glass and sanitary ware accidental damage to underground services such other risks as are normally covered by policies of insurance covering blocks of flats and such other risks as the Lessor shall in its absolute discretion insure against subject to such excesses exclusions or limitations as the Lessor's insurers may require

- 1.9 "the Interim Charge" means a sum equal to the Lessee's Share of such sums to be paid on account of the Service Charge in respect of each Accounting Period as the Lessor shall reasonably estimate as likely to be incurred in that Accounting Period in respect of the Total Expenditure together with an appropriate amount as a reserve in accordance with clause 5.12 hereof but taking into account any unexpended reserve already made
- 1.10 "Latest Index Figure" means the Index figure for the month which falls three months before the relevant Review Date
- 1.11 "the Lessee's Share" means 5.56 %
- 1.12 "Pipes" means pipes sewers drains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings and any other ancillary apparatus
- 1.13 "the Plan" means the plan annexed hereto
- 1.14 "the Planning Acts" means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of clause 1.32
- 1.15 "the Premises" means the flat known as Flat 2 Towpath Gardens William Street Swindon shown edged red on the Plan and more particularly described in the First Schedule
- 1.16 "the Premium" means the sum of one pound (£1.00)
- 1.17 "the Property" means the land and building owned by the Lessor and known as Towpath Gardens William Street Swindon
- 1.18 "the Rents" means the Annual Rent the Insurance Rent the Interim Charge and the Service Charge
- 1.19 "Review Dates" means 1st April 2018 1st April 2028 1st April 2038 and 1st April 2048 1st April 2058 1st April 2068 1st April 2078 1st April 2088 1st April 2098 1st April 2108 1st April 2118 and 1st April 2128
- 1.20 "the Rules and Regulations" means the rules and regulations set out in the Sixth Schedule imposed by the Lessor from time to time relating to the use of the Property by the lessees of the Building
- 1.21 "Service Charge" means a sum equal to the Lessee's Share of the Total Expenditure
- 1.22 "the Term" means 125 years from and including 1st January 2009
- 1.23 "Total Expenditure" means the aggregate of the expenditure incurred and the sums of money set aside (including any VAT or any other tax thereon) by the Lessor in any Accounting period in carrying out its obligations under clause 5 of this lease and any other costs and expenses reasonably and properly incurred in connection with the Building and the Property including without prejudice to the generality of the foregoing:
- 1.23.1 the cost any accountant employed to determine the Total Expenditure and the amount payable by the Lessee hereunder
- 1.23.2 the cost of obtaining a determination under section 27A of the Landlord and Tenant Act 1985 or section 168 of the Commonhold and Leasehold Reform Act 2002
- 1.24 "consent of the Lessor" or words to similar effect means a consent in writing signed by or on behalf of the Lessor and "approved" or "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Lessor

- 1.25 the expression "the Lessor" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and any reference to a superior lessor includes the Lessor's immediate reversioner (and any superior lessors) at any time
- 1.26 the expression "the Lessee" includes the Lessee's successors in title
- 1.27 where the Lessor or the Lessee for the time being comprise two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 1.28 words importing one gender shall be construed as importing any other gender
- 1.29 words importing the singular shall be construed as importing the plural and vice versa
- 1.30 references to any right of the Lessor to have access to the Premises shall be construed as extending to all persons authorised by the Lessor (including agents professional advisers contractors workmen and others
- 1.31 any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer any act or thing to be done by another person
- 1.32 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute or statutes
- 1.33 references to any clause sub-clause or Schedule without further designation shall be construed as a reference to the clause sub-clause or Schedule to this lease so numbered
- 1.34 the clause paragraph and Schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

2. Demise

In consideration of the Premium paid by the Lessee to the Lessor (receipt of which the Lessor acknowledges) and of the Rents reserved by this lease the Lessor demises to the Lessee the Premises TOGETHER WITH the rights specified in the Second Schedule EXCEPTING AND RESERVING the rights specified in the Third Schedule TO HOLD the Premises to the Lessee for the Term SUBJECT TO all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises including the matters referred to in the Fourth Schedule YIELDING AND PAYING to the Lessor the Annual Rent payable without any deduction in advance on 1st January in every year and by way of further rent the Insurance Rent on demand proportionate sums in respect of the period from and including the date of this lease to the next respective payment dates being payable on the date hereof

3. The Lessee hereby covenants with the Lessor and the lessees of the other flats in the Building:

3.1 To pay the Annual Rent the Insurance Rent the Interim Charge and the Service Charge to the Lessor on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold the Rents and in the event that the Rents or other sums payable under this lease of whatever nature shall remain unpaid for more than seven days after the date upon which the same become due to pay by way of further rent without deduction and on demand interest upon the same calculated on a daily basis at an annual rate of 4% above HSBC Bank PLC base rate for the time being payable from the date on which the Rents or other sums shall have become due until the date of payment

3.2 to pay and indemnify the Lessor against all existing and future council taxes community charges rates assessments duties or charges whatsoever imposed by

statute or otherwise and whether of a national or local character in respect of the Premises PROVIDED ALWAYS that if any such outgoings as aforesaid shall be assessed or charged upon the Property or the Building or any part thereof including the Premises the Lessee shall be liable for such proportion thereof as the Lessor shall decide to be reasonable

3.3 to keep the Premises in good and substantial repair and condition

3.4 to replace from time to time the Lessor's fixtures and fittings in the Premises that may be or become beyond repair at any time during or at the expiration of the Term

3.5 in every fifth year and also in the last year of the Term to paint seal or otherwise treat all the inside wood and ironwork of the Premises and also to paint the ceilings and to paint and/or paper the walls with good quality paint or other suitable material of good quality

3.6 not to make any alterations or additions to the Premises nor to erect any new buildings or remove any of the Lessor's fixtures and fittings without the previous consent of the Lessor provided that consent shall not be required for non-structural alterations or additions to the interior of the Premises.

3.7 not to do in or near the Premises any act or thing by reason of which the Lessor may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

3.8 not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation or for any illegal or immoral act or purpose

3.9 to observe the Rules and Regulations together with any further rules and regulations that the Lessor may from time to time in its reasonable discretion impose in accordance with the principles of good estate management

3.10 not to assign underlet charge or part with possession or occupation of part only of the Premises

3.11 not to assign the Premises as a whole without contemporaneously with the assignment of this lease causing and requiring the assignee to enter into a deed of covenant with the Lessor in the attached form

3.12 within twenty eight days of any assignment charge underlease or sub-underlease or any transmission or other devolution relating to the Premises to produce for registration with the Lessor such deed or document or a certified copy of it and to pay the Lessor's reasonable charges not being less than £40.00 plus any VAT payable thereon for the registration of every such document

3.13 to permit the Lessor on at least 5 working days prior written notice to the Lessee except in case of emergency:

3.13.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed

3.13.2 to view (and to open up floors and other parts of the Premises where such opening up is required in order to view) the state of repair and condition of the Premises

PROVIDED THAT any disruption caused by the exercise of such rights shall be kept to the minimum reasonably possible and the Lessor shall promptly make good to the satisfaction of the Lessee any damage caused in the exercise of such rights

3.14 immediately to repair clean maintain and paint the Premises as required by any notice by the Lessor PROVIDED that if within one month of the service of such notice the Lessee has not commenced and is not proceeding diligently with the execution of the work referred to in the notice the Lessor may enter the Premises to execute such work as may be necessary to comply with the notice and the Lessee shall pay to the Lessor the reasonable cost of so doing and all reasonable and proper expenses incurred by the Lessor (including legal costs and surveyors' fees) within seven days of a written demand being made

3.15 not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises and to indemnify and keep indemnified the Lessor against all liability whatsoever including costs and expenses in respect of any contravention of planning control

3.16 to pay to the Lessor on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the foregoing those payable to counsel solicitors and surveyors) incurred by the Lessor in relation to or incidental to:

3.16.1 every application made by the Lessee for a consent or licence required by the provisions of this lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn

3.16.2 the preparation and service of a notice under section 146 of the Law of Property Act 1925 or incurred by reason of or in contemplation of proceedings under sections 146 or 147 of the said Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

3.16.3 the collection of the Rents or other sums due under the terms of this lease if the same shall not be paid at the times herein provided

3.16.4 any deed of covenant entered into by virtue of clause 3.12 of this lease

3.16.5 every application to the Leasehold Valuation Tribunal and/or any other court or arbitral tribunal in relation to any matters of dispute arising between the parties as to the Insurance Rent the Interim Charge the Service Charge or as to any other matters in connection with the terms of this lease and the monies payable hereunder

3.17 to be responsible for and to keep the Lessor fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:

3.17.1 any act or omission or negligence of the Lessee or any persons at the Premises expressly or impliedly with the Lessee's authority or

3.17.2 any breach or non-observance by the Lessee of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

3.18 not to stop up darken or obstruct any windows or light belonging to the Building

3.19 at the expiration of the Term to yield up the Premises in good repair and in accordance with the terms of this lease

3.20 to give full particulars to the Lessor of any notice direction order or proposal for the Premises made issued or given to the Lessee by any legal or public authority within seven days of receipt and if so required by the Lessor to produce it to the Lessor and without delay take all necessary steps to comply with the notice direction or order and at the request of the Lessor but at the cost of the Lessee to make or join the Lessor in making such objection or representation against or in respect of any notice direction order or proposal as the Lessor shall deem expedient

3.21 to permit the Lessor at all times during the Term to exercise without interruption or interference any of the rights granted to them by virtue of the provisions of this lease

4. The Lessor hereby covenants with the Lessee:

4.1 subject to the Lessee performing all his obligations in accordance with the terms of this lease to permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor

4.2 the Lessor will require every person to whom it shall be asked to grant a lease of any part of the Building to covenant perform and observe such several covenants conditions and agreements as aforesaid and if so required by the Lessee will take all reasonable steps to enforce the same provided that the Lessee shall indemnify the Lessor against all costs charges and expenses incurred or to be incurred in respect of such enforcement and the Lessor may require the Lessee to lodge reasonable security against such costs charges and expenses prior to enforcing such covenants conditions and agreements

4.3 for the period that any flat in the Building is retained by the Lessor or following the grant of a lease thereof thereafter comes into its possession by determination or otherwise to observe and perform (mutatis mutandis) similar covenants and conditions as are herein contained on the part of the Lessee so far as they relate to such flat

4.4 at all times during the Term (unless such insurance is vitiated by any act or default of the Lessee) to insure the Building against loss or damage by the Insured Risks in such sum as the Lessor reasonably considers to be the full cost of rebuilding or reinstatement in such insurance office or with such underwriters and through such agency as the Lessor may from time to time decide

4.5 whenever required by the Lessee to produce reasonable evidence of the terms of the policy and the fact that the last premium has been paid

4.6 in case of destruction of or damage to the Building the Lessor shall as soon as practicable rebuild and reinstate the same and any money received by virtue of any insurance effected by the Lessor shall be applied in rebuilding and reinstating the Building

4.7 in the event of the Premises or any part of the Premises at any time during the Term being damaged or destroyed by any of the Insured Risks so as to be unfit for occupation or use the Rents or a fair proportion according to the nature and extent of

the damage sustained shall (unless payment of the policy money shall be withheld in whole or in part by reason of any act default or neglect of the Lessee) be suspended until the Premises are again rendered fit for occupation or use or for three years whichever shall be the shorter

5. The Lessor hereby covenants with the Lessee to carry out and otherwise perform the following services:

5.1 maintain renew replace and/or rebuild and otherwise keep in good repair and condition:

5.1.1 the main structure of the Building including the exterior walls foundations and roof thereof

5.1.2 all Pipes as may by virtue of the terms of this lease be enjoyed or used by the Lessee in common with the owners or lessees of any other part of the Building

5.1.3 the Common Parts

5.2 as often as may in the reasonable discretion of the Lessor be necessary to paint the outside wood work iron work and other parts of the Building usually painted and grain and varnish such external parts as are usually grained and varnished

5.3 keep the Common Parts reasonably clean decorated and lighted

5.4 pay and discharge any rates electricity costs and charges in connection with the Common Parts

5.5 employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building

5.6 employ at the Lessor's discretion a firm of managing agents to manage the Building and to discharge all proper fees salaries charges and expenses payable to such agents or other person who may be managing the Building

5.7 pay the cost of any interest or bank charges payable by the Lessor in respect of any borrowing incurred in connection with the proper management of the Building

5.8 pay all costs charges and expenses of executing all works as may be necessary for complying with any legislation or any notice served by a local public or other competent authority in connection with the Building insofar as the same is not the liability of or attributable to the fault of the Lessee or any other lessee

5.9 maintain alter and renew a communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof

5.10 maintain the security entry system serving the Building

5.11 without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessor may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building or the Property in the interests of good estate management or for the benefit of the Building or the lessees or occupiers of or visitors to the Building

5.12 at the option of the Lessor to set aside (which setting aside shall for the purposes of the calculation of the Total Expenditure be deemed an item of expenditure incurred by the Lessor) such sums of money as the Lessor shall reasonably require to meet such future costs as the Lessor shall reasonably expect to incur in replacing repairing maintaining and renewing those items which the Lessor has hereby covenanted to replace repair maintain or renew

5.13 pay all proper costs incurred by the Lessor in the running and management of the Building and in the enforcement of the covenants on the part of the Lessee or any other lessee insofar as the costs of enforcement are not recovered from the person in breach and in making such applications and representations and taking such action as the Lessor shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order or regulation or bye-law on the Lessor the Lessee or any other lessee in respect of the Building or the Property

5.14 comply with the obligations imposed upon the Lessor in the Fifth Schedule

5.15 to maintain, repair, replace where necessary and retain the boundary features of the Property;

5.16 to maintain, repair, replace where necessary and retain the cyclist facilities at the Property at the date of this Lease;

5.17 to maintain and retain the visibility splay located at the Property as at the date of this Lease;

5.18 to procure and ensure that the garages at the Property are used only for cars and for domestic purposes and not for any business use;

5.19 to maintain and retain the soft landscaping at the Property as at the date of this Lease for the period of five years from the date of this Lease.

6. Provisos

6.1 If and whenever during the term;

6.1.1 the Rents shall be unpaid for fourteen days after becoming due whether formally demanded or not or

6.1.2 there is a breach by the Lessee of any covenant or other term of this Lease or any document supplemental hereto

the Lessor may re-enter the Premises at any time (and even if any previous right of re-entry has been waived) and then the Term shall absolutely cease but without prejudice to any rights or remedies that may have accrued to the Lessor against the Lessee in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

6.2 Whilst the Lessor is a limited company or other corporation all licences consents approvals and notices required to be given by the Lessor shall be sufficiently given if given under the hand of a director or the secretary or other duly authorised officer or agent of the Lessor

6.3 The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of

all notices and documents under or in connection with this lease except that section 196 shall be deemed to be amended in that the final words of section 196(4) "...and that service.....be delivered" shall be deleted and there shall be substituted: "and that service shall be deemed to be made on the second working day after the registered letter has been posted" "working day" meaning any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank holiday

7. Contracts (Rights of Third Parties) Act 1999

None of the provisions of this Lease are intended to nor will they confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Lease

8. New Tenancy

This lease is a new tenancy within the meaning of the Landlord and Tenant (Covenants) Act 1995

FIRST SCHEDULE

The Premises

ALL THOSE premises known as Flat 2 Towpath Gardens, William Street, Swindon situate on the Ground floor of the Building and shown edged red on the Plan extending from the lower side of the floor slab/floor joists immediately below the Premises to the underside of the floor or roof slab/floor joists immediately above the Premises and including:

1. the plaster and other finishes on the inner sides of the walls bounding the Premises and on all load-bearing walls and pillars wholly within the Premises
2. all doors and windows of the Premises together with the frames and furniture of them
3. the whole of all non-load bearing walls or partitions wholly within the Premises
4. one half in thickness of all walls (if any) bounding the Premises and indicated as party walls on the Plan
5. all Pipes that are now laid or may be laid during the Term in or under any part of the Building which exclusively serve the Premises

but excluding

6. the walls other than party walls bounding the Premises
7. all load bearing walls and pillars within the Premises
8. any Pipes that are now laid or may be laid during the Term in or under the Building which do not exclusively serve the Premises

SECOND SCHEDULE

Rights Granted (in common with the Lessor and all others for the time being authorised by the Lessor or otherwise entitled)

1. The right to free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies to and from the Premises through the Pipes that now are or may during the Term be in under or over other parts of the Property
2. The right of ingress to and egress from the Premises over the Common Parts
3. The right of subjacent and lateral support protection and shelter now enjoyed by the Premises from all other parts of the Building
4. The right at reasonable times and upon reasonable notice except in cases of emergency to enter the other parts of the Building for the purpose of executing repairs alterations and renewals to the Premises or the Pipes serving the same the Lessee immediately making good all damage caused by the exercise of this right
5. The benefit of the covenants and restrictions imposed by the leases of the other flats so far as such covenants and restrictions are intended to benefit the Premises or the Lessee
6. The right to use one parking space (as the Landlord may allocate in writing from time to time if the Landlord acting reasonably deems it necessary to do so) for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight together with the right to pass and repass with such vehicle over the vehicular ways affording access to the parking space;

THIRD SCHEDULE

Rights Reserved to the Lessor the lessees for the time being of the other flats and all others for the time being authorised by the Lessor or otherwise entitled

1. The right to enter the Premises upon giving reasonable notice to the Lessee except in cases of emergency for the purposes of complying with any obligations contained in this Lease provided always that such works shall be carried out as expeditiously as possible and so as to cause the minimum disruption to the Lessee and any damage to the Premises shall be made good
2. The right to free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies from and to other parts of the Property through the Pipes that now are or may during the Term be in under or over the Premises
3. The right during the Term to construct and maintain in under or over the Premises any Pipes for the benefit of any part of the Property
4. The rights of light air support protection shelter and all other easements and rights now or after the date of this lease belonging to or enjoyed by other parts of the Property
5. Full right and liberty for the Lessor at any time after the date of this lease to erect any new buildings of any height on any land adjoining or neighbouring the Building or the Property in such manner as it shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the amenity of the Premises

FOURTH SCHEDULE

The Subjections

All entries on the property and charges registers of the Lessor's title to the Property registered at the Land Registry under title number WT248425

FIFTH SCHEDULE

Payment of the Interim Charge and the Service Charge

1. Subject to the provisions of paragraph 2 of this Schedule:
 - (1) the Interim Charge shall be paid to the Lessor by equal half yearly payments in advance on the 1st January and the 1st July in every year
 - (2) if the Interim Charge paid by the Lessee in respect of any Accounting period exceeds the Service Charge for that period then such surplus shall be taken into account by the Lessor in computing the Service Charge in the next succeeding Accounting Period as hereinafter provided
 - (3) if the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Lessee in respect of that period then the Lessee shall pay the excess to the Lessor within 14 days of service upon the Lessee of the certificate referred to in the sub-paragraph next following
 - (4) as soon as practicable after the expiration of each Accounting Period the Lessor's accountant (who shall act as an expert) shall draw up and submit to the Lessee accounts setting out details of the Total Expenditure and Service Charge in respect of that period and shall certify the amount (if any) due from the Lessee on account of the Service Charge
2. The said certificate shall be conclusive and binding on the parties hereto except in the case of manifest error but the Lessee shall be entitled to inspect the receipts and vouchers relating to the payment of the Total Expenditure
3. The parties hereto acknowledge that the object of the Service Charge provisions is to enable the Lessor to recover all the monies the Lessor may be liable to incur in respect of outgoings of the Building and the Property so that there shall be no residual liability upon the Lessor for any such matters

SIXTH SCHEDULE

The Rules and Regulations

1. Not to use the Premises other than as a private residence in the occupation of one family only
2. Not to do any act or thing in or upon the Premises or any part thereof or any part of the Building which may be or grow to be a damage nuisance or annoyance to the Lessor or any of the occupiers of other parts of the Building or to the neighbourhood and in particular not to play or use any piano pianola gramophone wireless or television loudspeaker or mechanical instrument of any kind between the hours of 12 midnight and 8 a.m. nor sing or carry on loud conversation or allow the same to be done in the Premises
3. Not to do any act or thing in or upon the Premises or any part thereof or any part of the Building which may render void or voidable any policy of insurance of the Premises or of any part of the Property or may operate to increase the premium payable in respect thereof
4. Not to throw rubbish rags engine oil solvents or other refuse into the Pipes

5. Not to place any name writing drawing sign board or placard of any kind in or upon the external walls or any window of the Premises or so as to be visible from outside the Building and not to hang in the windows of the Premises anything other than a curtain or blind
6. Not to place any flower box flower pots or like objects outside the Premises nor hang or expose any clothes nor shake any mats outside the Premises
7. Not to keep any bird dog or other animal upon or in the Premises
8. Not to erect any external radio or television aerial or satellite dish or any similar apparatus in or upon the Premises or any part of the Building
9. Not to place any vehicles goods or articles in the Common Parts
10. Not to leave rubbish anywhere other than in a dustbin or container in the refuse area
11. No caravan boat trailer commercial or industrial vehicle shall be kept or parked on any parking spaces
12. At all times to maintain adequate acoustic floor covering or close carpeting with underfelt and acoustic underlay throughout the Premises and to take such other steps in relation to the composition or covering of the floors of the Premises as the Lessor may reasonably deem necessary having regard to the comfort of the occupiers of any flat below the Premises or in accordance with any relevant building regulations
13. To respect the quiet enjoyment of the lessees and occupiers of other parts of the Building and any items in the Common Parts provided for the common enjoyment of all of the residents

Executed as a deed by)
 the Lessor acting by a)
 director and its secretary/)
 two directors:)

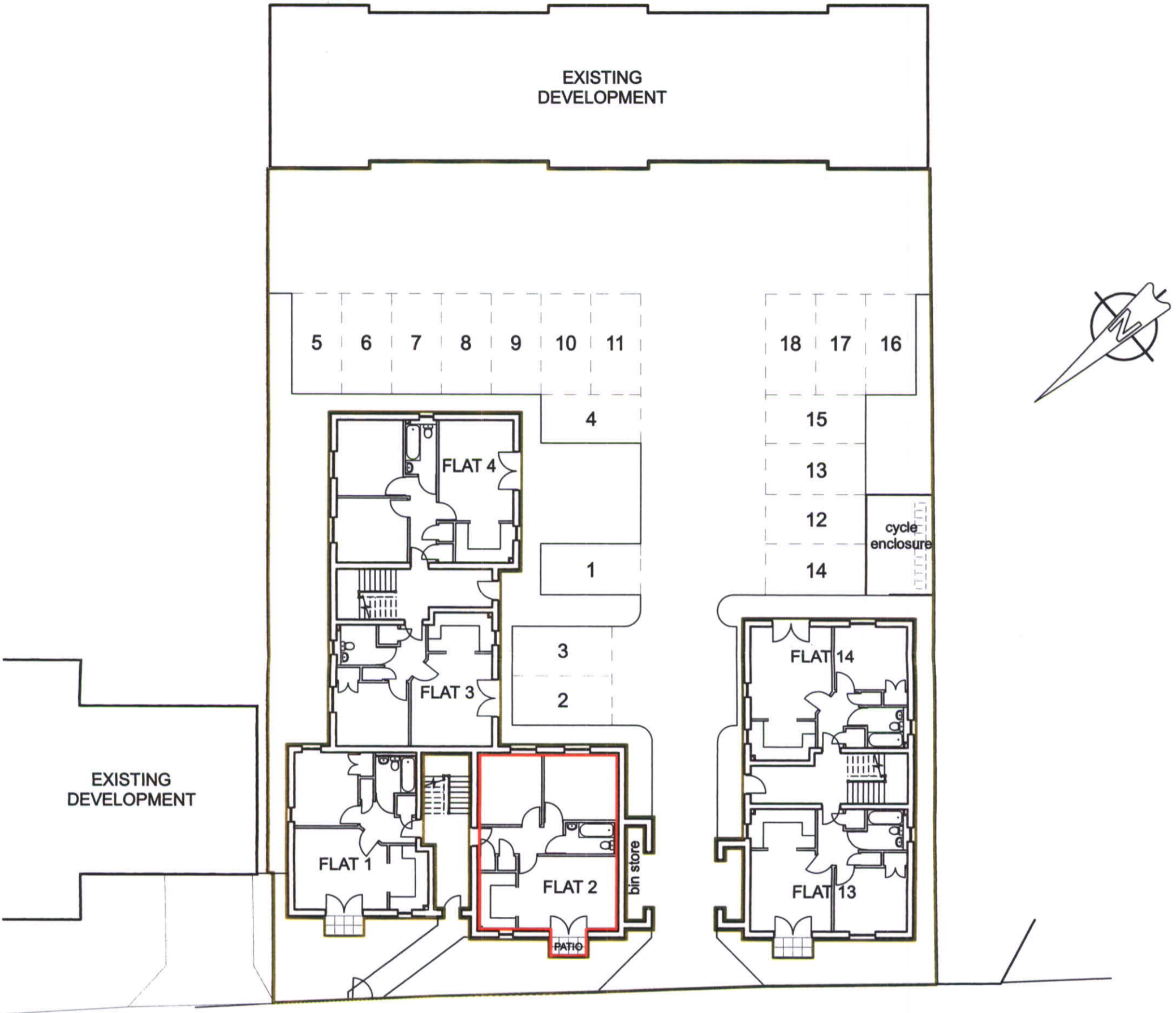
Director

Director/Secretary

Executed as a deed by)
 the Lessee acting by a)
 director and its secretary/)
 two directors:)

Director

Director/Secretary



SPRINGFIELD BUILDING DESIGN <small>CHARTERED ARCHITECTS CONSULTING CIVIL & STRUCTURAL ENGINEERS 3 Eastcott Road, Swindon, Wiltshire. SN1 3LS Tel: 01793 430956 Fax: 01793 436240</small>	Job Title Residential Development Canal Walk, Swindon. URBIS Developments Ltd.	Scale 1:200 @ A3
	Drawing Title CANAL GARDENS CONVEYANCE PLAN FLAT 2	Date March 2008
	Drawn R Goddard	Drg No 07-18-50B