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to certify this to be a true
copy of the original
Laurie Belcher
Solicitor
Newbury

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

COUNTY: BERKSHIRE
PLACE: HUNGERFORD
TITLE NUMBER: BK 104691
PROPERTY: Land on the north side of Smitham Bridge Road

THIS LEASE is made the *Twenty-third* day of *April* One thousand nine hundred and eighty ~~five~~ BETWEEN TRENCHERWOOD NEW HOMES LIMITED whose registered office is situate at Trencherwood House ^{21-23 The Bandway} ~~116 Bartholomew Street~~ Newbury Berkshire (the "Lessor") of the one part and MILLFIELD (HUNGERFORD) MANAGEMENT COMPANY LIMITED whose registered office is likewise situate at Trencherwood House aforesaid ("the Lessee") of the other part

WHEREAS

The Lessor is the registered proprietor at H.M. Land Registry with Absolute Title of the freehold land comprising the Site (as hereinafter defined) and upon which the Lessor inter alia has constructed or is in the course of constructing flats and parking spaces.

NOW THIS DEED WITNESSETH as follows namely:

1. In this Lease the following expressions have the following meanings namely:

"the plan" means the plan annexed hereto

"the site" means (subject to clause 7 hereof) the land shown edged red on the plan

"the estate buildings" means the blocks of flats on the site

"flats" means the flats comprising the estate buildings and "flats" has a corresponding meaning

"the term" means the period of nine~~by~~ nine years from date referred to in clause 2 hereof

"the demised premises" means the site including the estate buildings and the demised services but excluding (save for any demised services therein) the flats (each flat being treated for this purpose as including the joists or beams on which the floors of such flat are laid and the interior faces and the glass in the windows of the exterior walls and the interior face and the locks of the entrance door but excluding (i) any other part of such external walls and entrance door (ii) the joists or beams securing the ceilings of such flat (iii) all parts of the block above such joists or beams and (iv) all parts of the block below the joists or beams on which the floors of such flat are laid)

"the demised services" means the sewers drains water pipes tanks gutters wires cables conduits and rubbish chutes and other like means of passage and running storage and disposal of soil water gas electricity television radio and other services and of smoke rubbish and other materials which are now or may within eighty years from the date of the commencement of the term created by this Lease (which said period of eighty years shall be the perpetuity period applicable to the Lease) be in or under the estate buildings or any part thereof or the site or any part thereof (hereinafter together called "service installations") not being the excluded services

"the excluded services" means service installations used or intended exclusively for use by any of the flats

"the reserved premises" means (subject to clause 7 hereof) the whole of the site other than the demised premises

2. In consideration of the sum of one pound now 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 THAT the demised premises TOGETHER with the rights but EXCEPT AND RESERVED as mentioned in the First Schedule

hereto to HOLD the same unto the Lessee for the term of NINETY-NINE YEARS calculated from the twenty fourth day of June One thousand nine hundred and eighty six YIELDING AND PAYING therefor during the Term the yearly rent of a peppercorn (if demanded) payable at the expiration of each year of the Term Subject to the rights contained or referred to in the First Schedule hereto and the terms and conditions of any wayleave agreements easements or other similar consents granted by the Lessor to British Telecom or any statutory undertakings authorising the laying or erection of pipes cables wires and other equipment and erections in under over or through the demised premises or any part or parts thereof

3. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the covenants on the part of the Lessee set out in the Second Schedule hereto

4. The Lessor HEREBY COVENANTS with the Lessee that the Lessee paying the rents hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Lessee herein contained shall peaceably hold and enjoy the demised premises for the term without any interruption by the Lessor or any person lawfully claiming under or in trust for it

5. PROVIDED ALWAYS that:

(i) If the said rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether the same shall have been formally demanded or not) or if any of the covenants on the part of the Lessee herein contained shall not be performed or observed 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 upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall

absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants by the Lessee hereinbefore contained

(ii) All rights and obligations of the Lessor and Lessee respectively under these presents shall be incidental to the reversion expectant on this Lease and the leasehold thereby created respectively and shall pass and devolve therewith on any alienation or devolution thereof.

(iii) Any notices hereby required or authorised to be given to the Lessor or the Lessee respectively shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925 (as amended)

6. IT IS HEREBY AGREED AND DECLARED that this Lease shall not confer upon the Lessee any right of light or air which would interfere with the free use of any adjoining land for building or other purposes

7. PROVIDED that the Lessor shall be entitled at any time within 21 years of the date hereof upon giving 28 days notice in writing to the Lessee to determine this Lease and on determination the Lessor shall grant to the Lessee and the Lessee shall accept a new Lease of the premises hereby demised together with such additional land (being adjacent and/or nearby land) as shall be defined therein. The said new Lease may include such variation to the site layout and in particular to the parking areas the communal dustbin area the roads footpaths drives and gardens as may be required by the Lessor and subject thereto shall be in like form to this Lease and for a term equivalent to the unexpired portion thereof and containing such other amendments as may reasonably be required by the Lessor.

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds thirty thousand pounds (£30,000)

IN WITNESS whereof the Lessor and the Lessee have caused their respective
Common Seals to be hereunto affixed the day and year first before written.

THE FIRST SCHEDULE

RIGHTS GRANTED AND RESERVED

(1) The right at all reasonable times with or without workmen and others to enter upon any part of the reserved premises for the purpose of cleansing and executing repairs or alterations to the demised premises PROVIDED that the Lessee shall only exercise the rights of entering the reserved premises at reasonable times during the hours of daylight and after giving reasonable notice of its intention to enter (except in the case of emergency) and upon the terms that the Lessee shall make good without unreasonable delay any damage thereby occasioned but so that the Lessee shall not be liable for any temporary interference with the convenience of any lessee or occupier of the premises so entered upon.

(2) All such rights of support and protection from the elements for the demised premises over and from the reserved premises as are now enjoyed or intended to be enjoyed by the demised premises EXCEPTING AND RESERVING unto the Lessor and the persons authorised by it:-

(1) All such rights of support and protection from the elements and light and air from and over the demised premises for the reserved premises as are now enjoyed by the reserved premises

(2) The right of passage and running storage and disposal of soil water gas electricity television radio and other services and of rubbish and other materials in and through and by means of the demised services and the excluded services and the right with or without workmen and others on reasonable prior notice in the daytime (except in case of emergency) to enter the demised premises or any part thereof for the purpose of inspection maintenance repair

or renewal of the said services or any of them SUBJECT to the person exercising such right making good all damage thereby caused but without compensation for any temporary inconvenience.

(3) The right with or without workmen and others at all reasonable times on reasonable prior notice in the daytime (except in the case of emergency) to enter into and upon the demised premises or any part thereof to inspect cleanse repair alter renew or improve any part of the reserved premises the person exercising such rights making good all damage thereby caused but without compensation for any temporary inconvenience.

THE SECOND SCHEDULE

COVENANTS BY THE LESSEE

1. To pay the rent hereby reserved at the time and in the manner aforesaid without any deduction or set-off whatsoever
2. To pay and discharge 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 on the Lessor or Lessee or occupier in respect thereof
3. To do all such works or other things as shall under any statutory or other authority be required to be done in respect of the demised premises whether by the owner or occupier thereof and to conform in all respects with the provisions of and regulations made under any general or local Act of Parliament which may be applicable to the demised premises or any part thereof and to keep the Lessor fully indemnified in respect thereof
4. To insure the estate buildings and keep them insured against loss or damage by fire storm impact or aircraft and such other risks as are included in a Flat Owner's Comprehensive Policy with such insurance company of repute as the Lessor may decide and through such agency as the Lessor may nominate to an amount equal to the full replacement value thereof plus Surveyor's and

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Architect's fees and to effect such other insurances of or in respect of property owner's liability or other risks as the Lessor shall consider reasonable and to make all payments necessary for these purposes within seven days after the same become payable and to produce to the Lessor on demand the policies of such insurance and the receipts for such payments. Such insurance shall be effected in the joint names of the Lessor and the Lessee and the tenants of the flats and in the event of the estate buildings being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out all insurance monies received by the Lessee in respect of the estate buildings for the repair rebuilding or reinstatement thereof.

5. At all times during the term to maintain the demised premises in good and substantial repair and condition making all necessary renewals and replacements as may be required thereto

6. To redecorate the interior communal parts of the estate buildings in a proper and workmanlike manner at least once in every five years and to paint the exterior wood and iron and cement work of the estate buildings and all additions thereto in a proper and workmanlike manner at least once in every three years of the term

7. To keep the entrance halls landings and staircases of the estate buildings clean and suitably lighted and the services thereof in good working order and condition

8. To maintain the demised premises in good order and condition with the drives properly maintained and the gardens properly planted with shrubs and free from weeds and clean and tidy and free from all obstructions and carefully to preserve the timber trees and all ornamental trees and replace such of the shrubs or trees as may die or require replacing

9. To employ such staff or contractors as may be reasonably required to carry out all necessary works of maintenance cleaning and repairs and such other duties as are necessary for the proper running and management of the demised premises
10. To permit the Lessor and the Lessee or occupier of any of the flats and their respective agents or workmen at any time or times during the term at reasonable hours in the daytime upon giving reasonable notice (except in the case of emergency) to enter upon the demised premises for the purpose of inspecting cleansing and for executing repairs or alterations upon or to the reserved premises and making good without unreasonable delay all damage thereby occasioned but without compensation for any temporary damage or inconvenience
11. Not at any time during the term to make any structural addition or alteration to the demised premises without the previous written consent of the Lessor nor without such consent to carry out an operation constituting development within the meaning of the Town and Country Planning Acts or any statutory amendment or replacement thereof for the time being in force
12. To permit the Parking Areas to be used for the parking of private motor cars or light vans by occupiers of the reserved premises or their visitors and not for any other purpose (such parking to be in accordance with such regulations as the Lessee may from time to time impose)
13. Not to do or permit any waste spoil or destruction to or upon the demised premises nor to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or the occupiers of adjoining premises
14. To permit the Lessor or its or their agents with or without workmen and others at all reasonable times upon giving reasonable notice (except in the case of emergency) during the term at convenient hours in the daytime to enter the demised premises to view and examine the state and condition of the

demised premises and upon being given notice in writing of all decays defects and wants of repair as shall be then and there found for which the Lessee may be liable hereunder to remedy repair and amend the same within two calendar months then next following the service of such notice

15. That if the Lessee shall make default in any of the covenants hereinbefore contained for or relating to the repair or painting of the demised premises it shall be lawful for the Lessor to enter upon the demised premises and repair and paint the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expense of such repairs and painting shall be repaid by the Lessee to the Lessor on demand with interest at fifteen pounds (£15.00) per centum per annum from the date of demand

16. All the demised premises painted repaired and kept as aforesaid at the expiration or sooner determination of the term quietly to yield up unto the Lessor together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the demised premises except tenant's fixtures

17. (i) To pay to the Lessor all costs charges and expenses (including legal costs and Surveyors' fees) incurred by the Lessor of and incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Lessor or the Lessee has been relieved under the provisions of the said Act) in respect of the demised premises

(ii) To pay to the Lessor all costs charges and expenses (including legal costs and Surveyors' fees) incurred by the Lessor of and incidental to the preparation and service of all notices relating to wants of repair to the demised premises accrued not later than the expiration or sooner determination of the term but whether such notices be served before or after such expiration or sooner determination

18. Not at any time during the term to assign underlet or part with possession of part only of the demised premises and not at any time during the term to assign or underlet or part with possession of the demised premises as a whole without the prior written consent of the Lessor

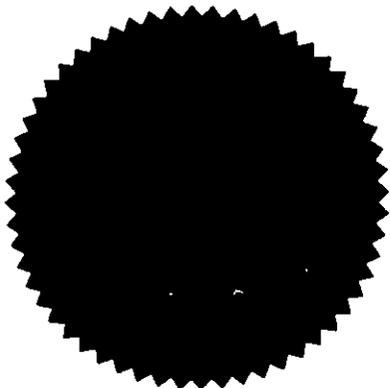
19. Within twenty-one days after every assignment devolution disposition charge underlease or agreement for tenancy of the demised premises or any part thereof whether by express deed or by operation or implication of law to give to the Lessor's Solicitors notice in writing thereof specifying in such notice the name and address of the assignee or personal representative or other person in or to whom the term or any part thereof may have become vested or charged and (if called upon) to produce the assignment probate letters of administration charge counterpart lease or agreement for tenancy or other evidence of devolution at the office of the said Solicitors for registration and to pay the said Solicitors a minimum fee of Fifteen pounds (£15.00) and such additional reasonable fee for each such registration as the Lessor may from time to time prescribe plus Value Added Tax thereon (if any) in respect of each registration.

THE COMMON SEAL of

TRENCHERWOOD NEW HOMES LIMITED

was hereunto affixed

in the presence of:-



Director ✓

Secretary ✓



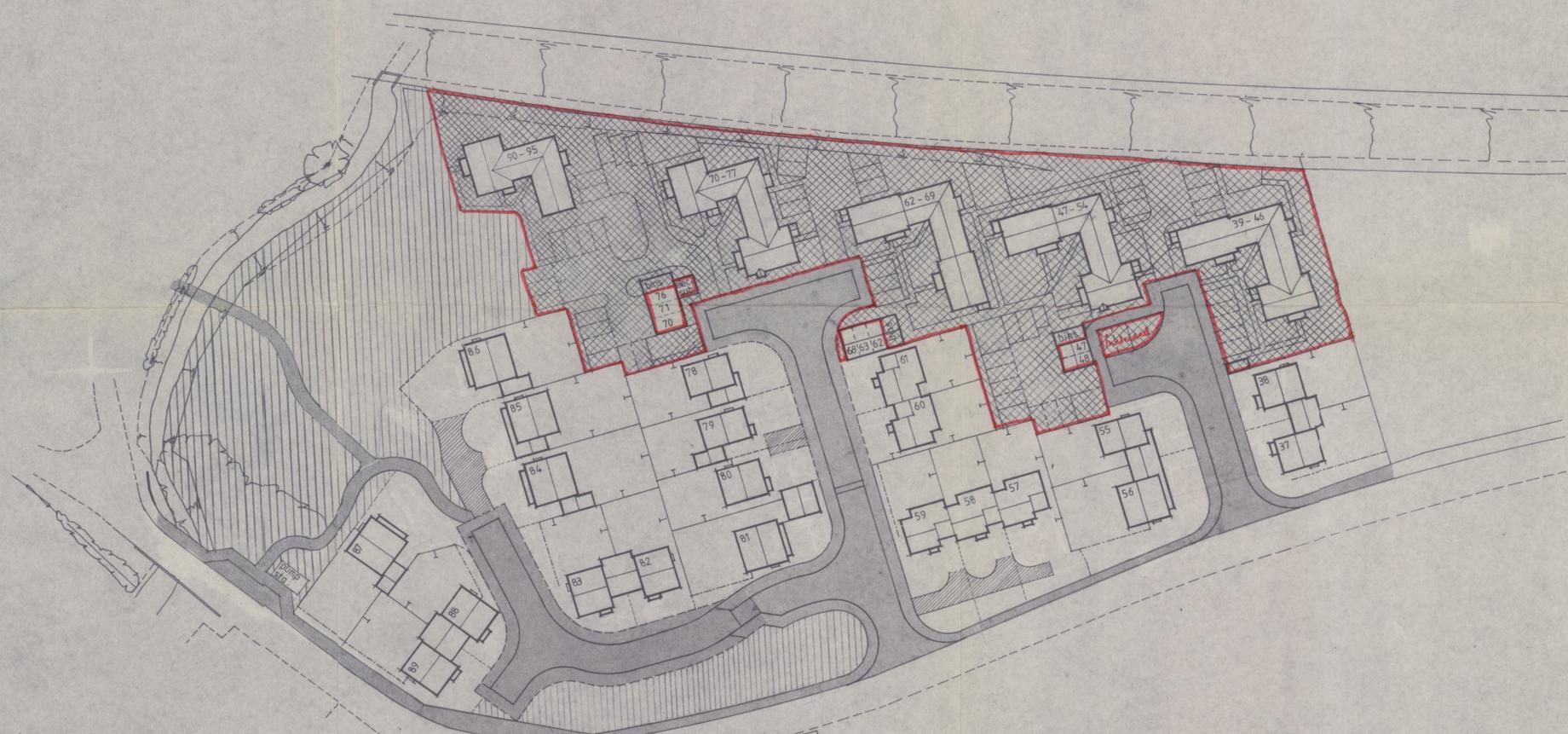
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VERIFY ALL DIMENSIONS/ LEVELS ON SITE PRIOR TO CONSTRUCTION

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KEY

-  AREAS TO BE ADOPTED BY LOCAL AUTHORITY
-  AREAS OF PUBLIC OPEN SPACE TO BE ADOPTED BY LOCAL AUTHORITY
-  AREAS OF JOINT OWNERSHIP AND MAINTENANCE
-  AREAS OF JOINT RIGHTS OF WAY AND MAINTENANCE
-  INDICATES WALLS / FENCES NOT ON PLOT BOUNDARY



project no	11121	drwg no	55	rev	A	drawing title	Conveyance Plan	drawn		date	Sept. '86
project/client	SMITHAM BRIDGE ROAD HUNGERFORD, PHASE 2.							scale	1: 500		
John Spratley & Partners Architects and Consultants											
Abingdon 0235 22205											