

LFDSE

LR1 Date of Lease	16 th DECEMBER 2011
LR2 Title Number(s)	LR2.1 Landlord's title number(s) WT220243 LR2.2 Other title numbers - none
LR3 Parties to this lease	Landlord TAYLOR WIMPEY UK LIMITED (Company registration number 1392762) of Gate House Turnpike Road High Wycombe Bucks HP12 3NR Tenant CHURCH FIELDS (SWINDON) MANAGEMENT COMPANY LIMITED (Company registration number 52008974) of 29 Bath Road Swindon SN1 4AS
LR4 Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail  The land shown edged green on the Plan being part of the land comprised in the title above referred to and the buildings thereon and thereover comprising Plots 48, 51-71 and part of Plots 49 and 50 at Church Fields Development, Swindon
LR5 Prescribed statements etc	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180(dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None LR5.2 This lease is made under or by reference to, provisions of:
LR6 Term for which the Property is leased	150 Years from 1 st January 2004
LR7 Premium	£1.00 (One Pound)
LR8 Prohibitions or restrictions on disposing of the lease	N/A
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

	<p>acquire an interest in other land</p> <p>Clause 6 hereof</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>FOURTH SCHEDULE</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property</p> <p>FIFTH SCHEDULE</p>
LR12 Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	N/A
The parties to this Lease apply to enter the following standard form of restriction against the title of the above property	
LR14 Declaration of trust where there is more than one person comprising the Tenant	N/A

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

HEAD LEASE

County and District : Wiltshire : Swindon

Title Number : WT 220243

Land : Areas H3c, H3d, H4 & H17 South Priory Vale, Haydon Wick

THIS LEASE is made the

16th DECEMBER

2004 4

BETWEEN:

- (1) **TAYLOR WIMPEY UK LIMITED** (Company No. 1392762) whose registered office is Gate House Turnpikr Road High Wycombe HP12 3NR ("the Company")

(2) **CHURCH FIELDS (SWINDON) MANAGEMENT COMPANY LIMITED** (Company No. 52008974) whose registered office is at 29 Bath Road, Swindon SN1 4AS ("the Management Company")

1. **Consideration and Demise**

1.1 For the purposes of this Lease the following expressions shall have the following meanings:-

"Property" as per Clause LR4

"Rent" means the yearly rent of Two Thousand Two Hundred Pounds (£2200.00) as adjusted pursuant to the provisions of Clause 7 hereof

"Term" means the term of 150 years commencing on 1st January 2004

1.2 In consideration of the Rent and of the covenants on the part of the Management Company the Company demises to the Management Company with Full Title Guarantee the Property:-

1.2.1 subject to and with the benefit of the Leases; and

1.2.2 subject to and with the benefit of the rights in the terms specified in the Fourth Schedule and the Fifth Schedule

TO HOLD the same for the Term paying the Rent the first payment of which (or a proportion of part thereof) shall be made on the date hereof

2. **Definitions**

In this Lease the following definitions shall also apply:-

"Company's Title" means the Title of the Company registered at H M Land Registry under the above title number

"Estate" All land (excluding the Property) in respect of which the Company is or was the registered proprietor under the Title Number(s) above referred to and the buildings thereon and thereover

"Estate Roads" All roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense

"Estate Sewers" All main foul and surface water sewers now or hereafter constructed within the Estate which are intended to become sewers maintainable at the public expense

"Index" means the Retail Prices (All Items) Index published by the office for National Statistics or any official publication substituted therefor or any other index substituted therefor in accordance with the provisions of Sub-clause 7(b) hereof

"Property" the land shown edged green on the Plan being part of the land comprised in the title above referred to and the buildings thereon and thereover

"Plan" the plan annexed hereto

"Purchase Price" means such sum as is calculated by multiplying the amount of the Rent payable hereunder at the date of the notice referred to in Clause 6.1 by the figure of ten (10)

"Leases" the leases of the flats and parking spaces comprised in the Property brief details of which are set out in the Fifth Schedule hereto

“Review Dates” means (subject to the provisions of Clause 7(d) hereof) the tenth anniversary of the date of commencement of the Term and each successive tenth anniversary thereof

“Service Installations” All drains channels sewers pipes wires cables installations watercourses gutters and other conducting media whatsoever and any structures incidental to the user thereof (but excluding the Estate Sewers) now or hereafter constructed or laid on over or beneath the Development or the Estate

3. **Management Company's Covenants**

The Management Company covenants with the Company and with the intention of binding the Property in the terms specified in the First Schedule

4. **Company's Covenants**

The Company covenants with the Management Company in the terms specified in the Second Schedule

5. **Agreements and Declarations**

The Company and the Management Company agree and declare:-

- (a) in the terms specified in the Third Schedule; and
- (b) that all the said Schedules are imported into the operative part of this Lease; and
- (c) that this Lease is made on the condition that if the Rent payable hereunder shall at any time be in arrears or unpaid for 60 days after the same shall have become due then it shall be lawful for the Company at any time thereafter to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company

6. **Option to Purchase Freehold Reversion**

- 6.1 The Company hereby grants to the Management Company an option to purchase for the Purchase Price the fee simple reversion in the Property which option may (subject to there being no arrears of Rent) be exercised by a valid written notice (“the Notice”) served on the Company at any time during the Term. A Notice shall only be valid if prior to the date of service a majority of the Lease owners (on the basis of one vote in respect of each Lease) have voted to exercise the option hereby granted
- 6.2 On the service by the Management Company of the Notice there shall thereupon exist a binding Contract between the Company and the Management Company for the sale and purchase of the fee simple reversion in the Property for the Purchase Price free from any encumbrances (save as mentioned herein) on the terms and conditions contained in this Clause 6 Provided That this Lease shall continue in full force and effect until completion of the sale and purchase and payment by the Management Company of the Purchase Price
- 6.3 The Management Company shall (accompanying the Notice) pay to the Company a deposit of 10% of the Purchase Price and the Notice shall be deemed invalid without such deposit
- 6.4 Completion of the sale and purchase shall take place within 28 days of the date of the Notice and on completion the Management Company shall pay to the Company the balance of the Purchase Price (account being taken of the deposit in Clause 6.3)
- 6.5 The Standard Conditions of Sale (Third Edition) shall apply to any such sale so far as they are not inconsistent with the provisions hereof and the interest rate applicable thereto shall be four per cent above the base rate from time to time of National Westminster Bank Plc or the rate of 12% (whichever shall be the higher)

- 6.6.1 The sale shall be subject to and with the benefit of the Leases and any covenants conditions or other matters referred to and any interest contained in the Registers of the Company's Title (other than financial charges) and the Management Company shall raise no objection or requisition in respect thereof
- 6.6.2 In the transfer of the Property to it the Management Company shall covenant with the Company by way of indemnity only to observe and perform the said covenants conditions or other matters referred to and any interest contained in the register of the Company's Title (other than financial charges) and to indemnify and keep indemnified the Company against all damages costs claims and any other liabilities resulting from any non-observance or non-performance by the Management Company its servants agents and assigns
- 6.7 The transfer of the Property to the Management Company shall contain a declaration to the effect that this Lease shall merge with the freehold reversion in the Property and shall thereafter cease to be of any further force or effect
- 6.8 The Property shall be sold subject to (so far as the same directly affect and relate to the Property) and where appropriate the benefit of the following:-
- (a) Any agreement matter or thing whether registered or not before the date of this Lease and all matters or things capable of registration in the Local Land Charges Registers or any other registers of Public Record whether or not actually so registered and whether the Company or the Management Company have Notice of the same or not
 - (b) All notices served and orders demands proposals or requirements or any other matters or things made by any Local or Public Authority whether before or after the date of this Lease
 - (c) All actual or proposed orders directions notices charges restrictions conditions agreements schemes or any other matters arising under the Town and Country Planning Act 1990 the Environmental Protection Act 1990 or the Planning and Compensation Act 1991
 - (d) All rights easements quasi easements wayleaves privileges in the nature of easements overriding interests and other matters affecting the Property and whether or not the Management Company inspects the Property it shall be deemed to be aware of the existence of all such matters and also all and any poles overhead cables pylons public rights of way drains pipes wires conducting media of whatsoever nature any water courses and the like affecting the Property or any part thereof

and the Management Company shall raise no objection or requisition with regard thereto and shall make no claim arising from any adverse effect on the Property or use of the Property resulting from the existence thereof

- 6.9 The Company hereby irrevocably appoints the Management Company to be its lawful attorney to secure the performance of the obligation owed to the Management Company by the Company pursuant to this Clause 6 and (in the event only of the Company failing to execute any transfer of the Property within 28 days of the Notice and the Purchase Price having been tendered by the Management Company) authorises the Management Company to execute a transfer of the Property where sealing is required with the Management Company's own seal
- 6.10 In the event that following the service of the Notice the Management Company fails to complete the sale and purchase of the Property pursuant to the provisions of this Clause then the Company shall be entitled to retain the amount of the deposit referred to in Clause 6.3 for its benefit but (notwithstanding the provisions of Clause 6.5) no other remedy shall be available to the Company
- 6.11 On completion of the sale and purchase of the Property pursuant to this Clause the Management Company shall pay the Company's reasonable legal costs in connection therewith

7. Rent Review

- (a) The Rent hereby reserved shall on each of the Review Dates be adjusted either upwards or downwards (but subject to the Rent never falling below the actual amount of the yearly rent

specified in the definition of Rent in Clause 1.1 hereof) by reference to any percentage change in the Index between :-

- (i) (in relation to the first of the Review Dates) the figure published immediately prior to the Term commencement date and the figure published immediately prior to the first Review Date and
 - (ii) (in relation to each of the subsequent Review Dates) by reference to any percentage change in the Index between the figure published immediately prior to the previous Review Date and the figure published immediately prior to the Review Date in question
- (b) In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Company and the Management Company shall agree a suitable alternative Index for the purpose of this Clause
- (c) If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed
- (d) If at any time the Rent Review required in accordance with the terms of each of the Leases is postponed pursuant to the provisions of Clause 9.4 thereof then on any Review Date thereby affected the Rent Review due pursuant to this Clause shall be postponed in exactly the same manner and for exactly the same period as provided for in Clause 9.4 of the Leases
- (e) If the revised Rent has not been ascertained pursuant to the foregoing provisions on the relevant Review Date :-
- (i) the Management Company shall continue to make payments at a rate equal to the Rent payable immediately before the relevant Review Date (such payments being on account of the revised Rent to be ascertained) and
 - (ii) on the date for payment of Rent next following the ascertainment of the new Rent the amount payable by the Management Company to the Company by way of rent shall be increased or decreased to reflect the amounts which would have been payable if the revision of the Rent had been ascertained on the relevant Review Date and no interest shall be payable on any additional amount provided the same is paid within seven days of such date
- (f) Any dispute as to the amount of any adjustment to the Rent by reference to the Index pursuant to Clause 7(a) or in relation to any new Index to be used in the circumstances set out in Clause 7(b) or any postponement of a Review Date pursuant to Clause 7(d) shall be determined in exactly the same manner as provided for in paragraph 4 of Part I of the Sixth Schedule to the Leases

FIRST SCHEDULE

(Covenants by the Management Company)

1. Rent

To pay to the Company the Rent without deduction 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 Rent;

2. Interest

In the event of any Rent not being paid on the due date to pay to the Company interest on the same at the rate of 4% above the base rate from time to time of National Westminster Bank Plc or at the rate of 12% (whichever shall be higher) calculated as from the date the payment was due until the date the payment was made

3. Outgoings

To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property;

4. Insurance

To insure the Property and the building therein in accordance with the provisions of Clause 6 of Part I of the Fifth Schedule to the Leases with such Insurance Company of repute (being registered in the United Kingdom) as shall first be nominated by the Company and through such agency as the Company shall direct

5. Legislation

(a) To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by landlord tenant or occupiers) nor to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company indemnified against all claims demands and liabilities in respect thereof

(b) To give full particulars in writing to the Company of any notice direction or order (or proposal for the same to be made) given or issued to the Management Company by any local or public authority within seven days of receipt of the same and if so required by the Company produce the same to the Company and without delay take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Company make or join with the Company in making any objection or representation against the same (or any such proposals) as the Company shall deem expedient

6. Title Covenants

The Management Company (with the object and intent of affording to the Company a full and sufficient indemnity but not further otherwise) hereby covenants with the Company that the Management Company will at all times hereafter observe and perform the covenants and conditions contained or referred to in the Charges Register of the Company's Title so far as the same relate to or affect the Property and are still subsisting and capable of being enforced and will indemnify and keep indemnified the Company from and against all claims costs liabilities and demands in respect of any future breach non-observance or non-performance thereof so far as aforesaid;

7. Indemnity

To indemnify the Company from and against all claims costs, damages, losses, liabilities and demands incurred by the Company solely as a result of the Company being the owner of the freehold estate in the Property (with the exception of any liability of the Company to pay tax or similar payment arising from the Rent payable hereunder)

SECOND SCHEDULE
(Covenants by the Company)

1. Quiet Enjoyment

To allow the Management Company to hold and enjoy the Property throughout the said term without any interruption by the Company

2. Notice of any sale

To give not less than 3 months notice to the Management Company and the registered proprietors of each of the Leases of any proposed sale by the Company (other than any sale completed within 3 months of the date hereof) of any interest in the Development.

THIRD SCHEDULE
(Agreements and Declarations)

1. Notices

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder

2. Interpretation

Where the context so admits 'Company' and 'Management Company' shall include their respective successors in title and singular shall include the plural and the masculine shall include the feminine and vice versa

3. Head Notes

The Head Notes of this Lease shall not form part thereof

4. Light and Air

There is excepted and reserved to the Company the right at any time to build or re-build on any adjoining or neighbouring land of the Company in such manner as the Company shall think fit notwithstanding any interference occasioned to the access of light and air to the Property

FOURTH SCHEDULE
(Rights Granted)

- (a) The right to pass with or without vehicles along the Estate Roads.
- (b) The right to use the Estate Sewers of the passage of water and sewerage.
- (c) The right to use the Service Installations comprised in the Estate of the passage of water sewerage gas electricity and other services.
- (d) The right to retain in place any parts of buildings comprised in the Property which overhang or protrude into the Estate and to have any such buildings supported and protected by the adjoining buildings comprised in the Estate.

FIFTH SCHEDULE
(Rights Reserved)

The following rights (which so far as not already created are hereby reserved) for the registered proprietors from time to time of any part or parts of the Property and all persons authorised by them (in common with all others having a similar right):-

1. The right to use all existing and future Service Installations comprised in the Property for the passage of services and of access for maintenance and repair
2. The right for the Company and all persons authorised by it whenever necessary to enter upon the Property at all reasonable times for the purpose of laying constructing inspecting maintaining repairing or renewing any drains channels sewers pipes wires cables watercourses and other conducting media or any structures incidental to the user thereof so far as they may be required by any statutory authority or service supply companies in connection with the supply of services usually provided or maintained by them and for any other purpose to enable the Company to fully complete the construction of roads and services ancillary thereto
3. The right in respect of any parts of the Estate to which access is to be gained over the Accessways included in the Property to pass with or without vehicles along those parts of the Accessways intended for vehicular use and on foot only over any footpaths comprised therein

SIXTH SCHEDULE
(The Leases)

Date	Plot	Parties	Term	Rent
25 th February 2005	48	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Paul William Pritchard and Catherine Joy Allen and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
1 st March 2005	Garage 49	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Liam Dominic Moloney and Vanessa Catherine Moloney and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	Peppercorn
24 th March 2005	Garage 50	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Paul Craig Hunt and Adele Mauler and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	Peppercorn
1 st April 2005	51	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Kieron James Broad and Renee Morgan and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
15 th February 2005	52	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Kypros Anthony Harrison and Susan Mary Harrison and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
4 th January 2005	53	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Robert Henry Spokes and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
15 th February 2005	54	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon)	150 years less one day from 1 st June 2004	£100.00

4 th January 2005	55	Management Company Limited (3) Kypros Anthony Harrison and Susan Mary Harrison and (4) George Wimpey UK Limited	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Robert Henry Spokes and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
15 th February 2005	56		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Kypros Anthony Harrison and Susan Mary Harrison and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
4 th January 2005	57		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Robert Henry Spokes and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
15 th February 2005	58		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Kypros Anthony Harrison and Susan Mary Harrison and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
18 th March 2005	59		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Kypros Anthony Harrison and Susan Mary Harrison and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
4 th January 2005	60		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) William George Inder and Mary Ann Katherine Knights-Ward and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
31 st December 2004	61		(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Michael George Bailey and	150 years less one day from 1 st June 2004	£100.00

1 st April 2005	62	Vivienne Bailey and (4) George Wimpey UK Limited (1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Ian Woodward and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
31 st December 2004	63	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Michael George Bailey and Vivienne Bailey and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
18 th March 2005	64	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) Brian Ellis and Gillian Ann Ellis and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
30 th December 2004	65	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
30 th December 2004	66	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
30 th December 2004	67	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
30 th December 2004	68	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
30 th December 2004	69	(1) George Wimpey Bristol Limited (2)	150 years less one day from 1 st	£100.00

		Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	June 2004	
30 th 2004	December 70	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00
27 th 2005	January 71	(1) George Wimpey Bristol Limited (2) Churchfields (Swindon) Management Company Limited (3) David Charles Morris and (4) George Wimpey UK Limited	150 years less one day from 1 st June 2004	£100.00

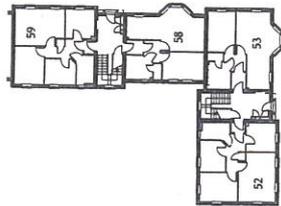
EXECUTED AS A DEED BY
TAYLOR WIMPEY UK LIMITED
 Acting by it's Attorneys)
)
)


JAMES BALL
 Dip.
DIANA CUMMINGS

In the presence of 
 DEBBIE FITZPATRICK
 Taylor Wimpey UK Limited
 600 Park Avenue
 Aztec West
 Bristol
 BS32 4SD

Executed as a Deed)
)
 By)
)
 And)
)
 As Attorney's for)
TAYLOR WIMPEY UK LIMITED)
 Acting as attorney's for)
 CHURCH FIELDS (SWINDON))
MANAGEMENT COMPANY)
LIMITED)

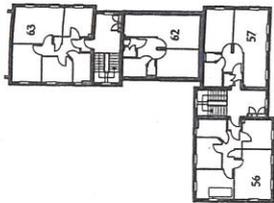
in accordance with Clause 3(9) of an agreement dated 22nd November 2004 made between (1) George Wimpey UK Limited and (2) Church Fields (Swindon) Management Company Limited



Ground Floor



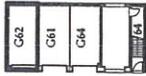
First Floor



Second Floor

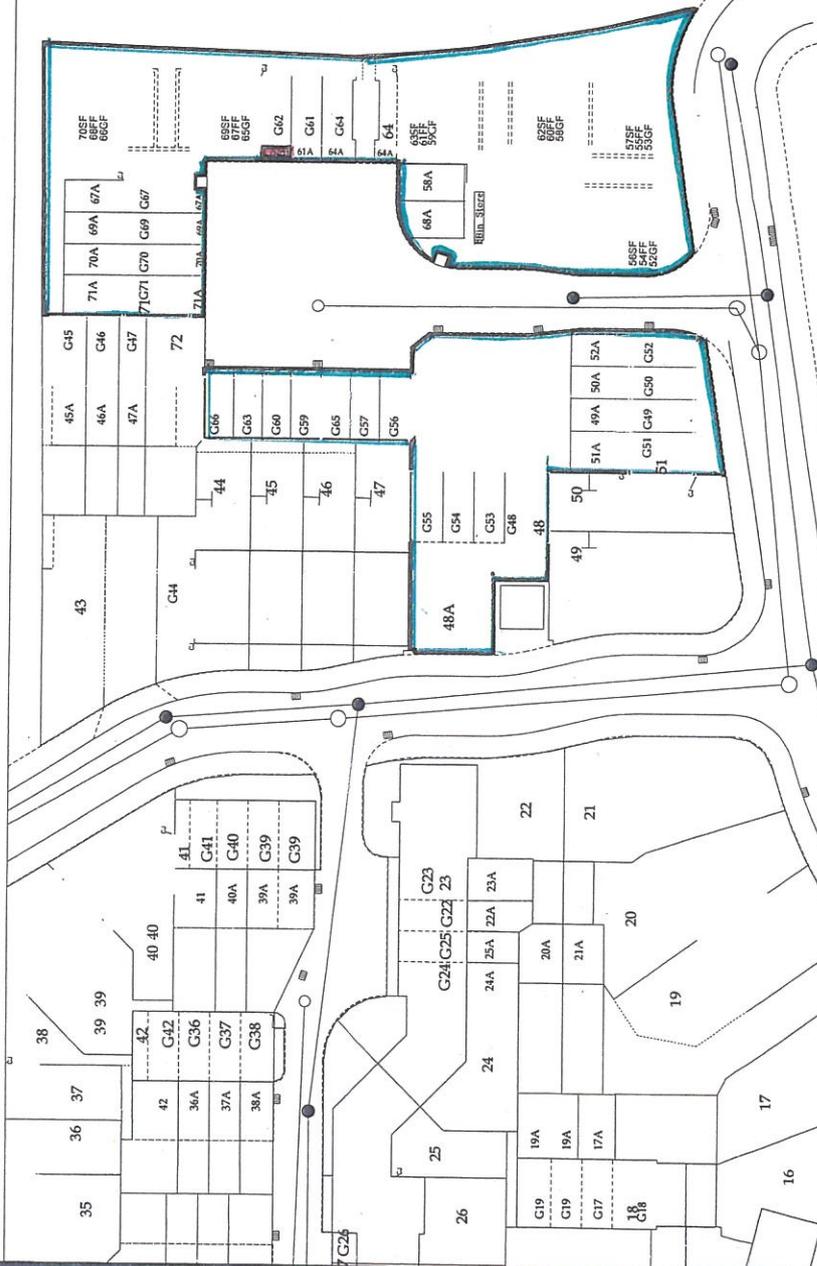


First Floor

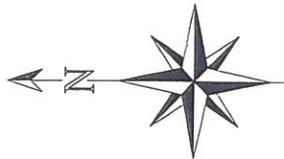


Ground Floor

Block Layout



Site Layout



P.A. ✓
 DIRECTOR
 AUTHORIZED SIGNATORY

P.A. ✓
 AUTHORIZED SIGNATORY
 AUTHORIZED SIGNATORY

George Wimpey Bristol Ltd
George Wimpey

KEY
 Service Strip
 Service Easement
 Visibility Splay
 Estate Sewer (SW)
 Estate Sewer (PW)
 Signed for the Company
 Authorized Signatory

Plot 62
 Churchfields, Priory Vale, Swindon

SCALE 1:500

Land Code 0210