


We hereby certify this is true copy of
 the original. Under L.L. solicitors,
 Coventry

LR1. Date of lease	12 th December 2008
LR2. Title number(s)	LR2.1 Landlord's title number(s) WK427621 LR2.2 Other title numbers
LR3. Parties to this lease	Landlord A.C. Lloyd (Developments) Limited (Company Registration Number 05304023) of City Plaza Temple Row Birmingham B2 5AF  Tenant ROBERT HILL EVANS of 3 Kirby Lane Withybrook Coventry CV7 9LP Other Parties SAXON COURT (GUY'S CLIFFE) MANAGEMENT COMPANY LIMITED (Company Registration No. 6353833) of EPM Chambers 54A Poplar Road Solihull West Midlands B91 3AB - Management Company
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. Plot 12 shown edged red on the Plan Numbered 2 to be known as Apartment 12 Saxon Court 2 Guy's Cliffe Avenue Leamington Spa CV32 6LY together with the Car Parking Space similarly numbered on Plan Numbered 1 which said Property is more particularly described in the Third Schedule of this Lease
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: None
LR6. Term for which the Property is leased	999 years commencing on 1 st January 2007
LR7. Premium	£240,000.00

LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>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 None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease 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	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Saxon Court (Guy's Cliffe) Management Company Limited of EPM Chambers 54A Poplar Road Solihull West Midlands B91 3AB or its conveyancer
LR14. Declaration of trust where there is more than one person comprising the Tenant	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

H. M. LAND REGISTRY

Land Registration Acts 2002

County and District: **Warwickshire and Warwick**
Title Number: **WK427621**
Property: **12 Saxon Court 2 Guy's Cliffe Avenue Leamington Spa
Warwickshire CV32 6LY**

THIS LEASE is made the 12th day of December 2008
BETWEEN A.C. LLOYD (DEVELOPMENTS) LIMITED (Company Registration Number
05304023) whose Registered Office is situate at City Plaza Temple Row Birmingham B2 5AF
(hereinafter called "the Lessor") of the first part SAXON COURT (GUY'S CLIFFE)
MANAGEMENT COMPANY LIMITED (Company Registration Number 6353833) whose
Registered Office is situate at EPM Chambers 54A Poplar Road Solihull West Midlands B91
3AB (hereinafter called "the Management Company") of the second part and ROBERT HILL
EVANS of 3 Kirby Lane Withybrook Coventry CV7 9LP (hereinafter called "the Lessee") of
the third part

WHEREAS:

- (1) In this Deed unless the context otherwise requires
 - (a) "The Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
 - (b) "The Lessee" includes the successors in title of the Lessee
 - (c) "The Development" means the property described in the First Schedule hereto
 - (d) "the Buildings" mean the Buildings comprising the Flats forming part of the Development and "Building" has a corresponding meaning
 - (e) "the Flats" mean the residential Flats in the Building and "Flat" has a corresponding meaning
 - (f) "the Premises" means the property hereby demised as described in the Third Schedule hereto including for the purpose of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts and conduits specified in that Schedule

- (g) "the Car Parking Space" means the Car Parking Space given a similar number to the Plot as shown on the plan Numbered 1 annexed hereto
- (h) "the Bungalows" mean the Bungalows forming part of the Development and "Bungalow" has a corresponding meaning
- (i) "the Reserved Property" means that part of the Development not included in the Flats and Bungalows being the property more particularly described in the Second Schedule hereto and shall include all fixtures and fittings therein and additions thereto from time to time
- (j) "the Private Driveway" means the road serving the Development used in common with the lessees of the Flats in the Building and the owners and occupiers of the Bungalows
- (k) "the Private Footpath" means the footpaths forming part of the Development and used in common with the lessees of the Flats in the Building and the owners and occupiers of the Bungalows
- (l) "the Service Installations" means sewers drains pumping station channels pipes watercourses gutters mains wires cables (whether underground or overhead) pillars turrets amplifiers poles soakaways and any other apparatus for the supply of water gas electricity or telephone signals or for the disposal of foul or surface water
- (m) "Service Suppliers" means the drainage authority and the undertakings responsible for supply of water gas electricity and communication services
- (n) "Security Entrance Door System" means the security entrance door system serving the Flats in the Building (if any)
- (o) "the hallways staircases and landings" means the hallways staircases and landings serving the Flats in the Building and providing access to and egress from the same
- (p) "the Lift" means the lift in the Building serving the flats including all apparatus plant machinery and equipment from time to time used in connection with the same
- (q) "the Bin Store" means the bin store forming part of the Development and located in a position to be determined by the Lessor and/or the Management Company
- (r) "the Cycle Shed" means the covered cycle area forming part of the Development and in a position to be determined by the Lessor and/or the Management Company

- (s) "the Recycling Area" means the recycling area forming part of the Development and in a position to be determined by the Lessor and/or the Management Company
- (t) "the Communal Garden" means the communal garden area which is intended to be used in common with the lessees of the Flats in the Building and the owners/occupiers of the Bungalows subject to the rules and regulations of the Lessor and/or Management Company as therein provided
- (u) "the Ducted TV System" means the piped satellite and terrestrial television signal and FM radio signal and ancillary equipment which serves the Premises and any other properties from time to time served by such system
- (v) "the Fund A Maintenance Expenses" and "the Fund B Maintenance Expenses" means the monies actually expended or reserved for periodical expenditure by or on behalf of the Management Company at all times during the term hereby granted in carrying out the obligations specified in the Seventh Schedule hereto
- (w) "the Lessees Proportion" means the proportion of the Fund A Maintenance Expenses and the Fund B Maintenance Expenses and the administration costs of the Management Company payable by the Lessee in accordance with the provisions of the Sixth Schedule hereto
- (x) "Plan Number 1" and "Plan Number 2" mean the Plans attached to this Lease and so numbered
- (y) "the Landscaped Area" means the landscaped area which benefits the Development
- (2) The Lessor has previously granted leases of or intends hereafter to grant leases of the Flats other than the Premises comprised in the Building and Transfers of the Bungalows and the lessor in every lease has imposed or intends in every future lease to impose the restrictions in substantially the form set forth in clause 2 and clause 3 and in the Eighth Schedule hereto (varied as appropriate for the Bungalows) to the intent that any lessee or transferee for the time being of any Flats or the Bungalows will be able to enforce the observance of the said restrictions by the owners and occupiers for the time being of such other Flats forming part of the Building and Bungalows forming part of the Development

- (3) The Lessor has agreed with the Lessee for the grant of a Lease of the Premises for the consideration at the rent and on the terms and conditions hereinafter appearing and the Management Company has agreed to join herein as hereinafter mentioned

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the sum of Two Hundred and Forty Thousand Pounds (£240,000.00) paid by the Lessee to the Lessor on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor with full title guarantee **HEREBY DEMISES** unto the Lessee **ALL THOSE** the Premises **TOGETHER WITH**
 - (a) the Lessor's fixtures and fittings and
 - (b) the easements rights and privileges mentioned in the Fourth Schedule hereto **BUT EXCEPTING AND RESERVING** as mentioned in the Fifth Schedule hereto **HOLD** the same unto the Lessee from the First day of January Two Thousand and Seven for a term of Nine Hundred and Ninety Nine years **YIELDING AND PAYING** therefor throughout the said term **FIRSTLY** the annual rent of a peppercorn (if demanded) **AND SECONDLY** by way of additional rent the sums to be paid by the Lessee pursuant to clause 2(14)
2. The Lessee hereby covenants with the Lessor and as a separate covenant severally with the Management Company and with the Lessees of the other Flats comprised in the Building and the Bungalows forming part of the Development as follows:-
 - (1) To pay the said rents plus any value added tax payable on such rents which may from time to time be payable during the said term at the times and in manner aforesaid without any deduction or legal or equitable set off
 - (2) To pay and discharge all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Premises or the owner or occupier thereof
 - (3) Not to make any structural alterations or structural additions to the Premises without the previous consent in writing of the Lessor and/or the Management Company such consent not to be unreasonable withheld or delayed

- (4) Not to remove any of the Lessor's fixtures and fittings **PROVIDED ALWAYS** that the Lessee may from time to time (but only with the previous consent of the Lessor and **SUBJECT TO** the conditions thereby imposed) substitute for any of the Lessor's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinafter contained shall attach and apply to the things so substituted
- (5) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- (6) Forthwith after service upon the Lessee of any Notice affecting the Premises served by any person body or authority other than the Lessor to deliver a true copy thereof to the Lessor and if so required by the Lessor to join at the joint expense of Lessor and Lessee with the Lessor in making such representations to any such person body or authority concerning any proposals affecting the Premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the Premises as the Lessor may consider desirable
- (7) To keep all walls party walls sewers drains pipes cables and wires belonging to the Premises in good and tenable repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Buildings other than the Premises
- (8) To keep the Premises and all fixtures and fittings (including the Lessor's fixtures and fittings) therein in good and tenable repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and to maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace

the same and at the expiration or sooner determination of the said term peaceably to surrender and yield up to the Lessor all and singular the Premises **TOGETHER WITH** all additions thereto and all Lessor's and other fixtures and fittings (if any) in such good and tenable repair decoration and condition and in accordance with the terms of this covenant in all respects

- (9) To keep the Car Parking Space forming part of the Premises at all times in a neat and tidy condition in accordance with the rules and regulations of the Lessor and/or Management Company and to pay to the Management Company the lessees proportion in respect of the repair and maintenance thereof as hereinafter mentioned
- (10) In the year Two Thousand and Eleven and in every succeeding fifth year of this demise and in the last six months thereof (howsoever determined) to paint with two coats of good oil paint in a workmanlike manner all the internal wood iron and other internal parts of the Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and re-paper the parts (if any) now papered with suitable paper of as good a quality as that now in use
- (11) At all reasonable times during the said term on notice (which except in cases of extreme urgency shall be of at least forty-eight hours) to permit the Lessor and its lessees and the Management Company with workmen and others to enter into and upon the Premises or any part thereof for the purpose of repairing any adjoining or contiguous premises forming part of the Lessor's adjoining property and for the purpose of making repairing maintaining rebuilding decorating cleansing lighting and keeping in order and good condition the Reserved Property and/or all sewers drains pipes cables watercourses gutters wire party structures or Service Installations and other conveniences belonging to serving or used for the Buildings and/or the Bungalows and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for

similar purposes the Lessor or its lessees and the Management Company (as the case may be) making good all damage occasioned thereby to the Premises

- (12) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Buildings or the Reserved Property or any policy or policies of insurance in respect of the contents of any of the Flats or which may cause any increased premiums to be payable in respect of any such policy
- (13) To observe and perform the stipulations covenants and conditions set out Clause 2 and Clause 3 and in the Eighth Schedule hereto
- (14) To pay to the Management Company the Lessees Proportion of the Fund A Maintenance Expenses and the Fund B Maintenance Expenses and the administration costs of the Management Company as provided in the Sixth Schedule and also to pay any value added tax which may from time to time be payable on the Lessees Proportion which for the avoidance of doubt shall include a fair proportion of the premium or premiums (including any increased premium payable by reason of any act or omission by the Lessee) paid by the Management Company or the Lessor in respect of the insurance of the Buildings and the Reserved Property in accordance with the covenant by the Management Company hereinafter contained (such additional rent to be paid by the Lessee on demand)
- (15) On the execution of this Lease to take a One Pound Share in the Management Company and on any transfer assignment or devolution of the term of years hereby granted or the residue thereof for the time being outstanding to transfer such share to the transferee assignee or other person in whom the term becomes vested

3. THE Lessee hereby further covenants with the Lessor and the Management Company as follows:-

- (1) Not to assign transfer sublet or part with the possession of a part only of the Premises as distinguished from the entirety thereof

- (2) Not to assign or transfer the entirety of the Premises unless contemporaneously with such assignment or transfer:
 - (a) the Assignee or Transferee applies for membership of the Management Company and
 - (b) the Assignee or Transferee executes a Deed of Covenant with the Lessor and the Management Company that he and his successors in title will at all times from the date of any Assignment or Transfer duly pay all rent becoming due and all sums payable under this Lease and observe and perform all covenants restrictions and stipulations herein contained and on the part of the Lessee to be observed and performed (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if the Assignee or Transferee were the original Lessee party hereto and the Lessee will discharge the Lessor and/or Management Company's reasonable legal costs in relation to such Deed
- (3) Within one calendar month of the date of every Assignment Transfer Mortgage Underlease Grant of Probate or Administration Discharge Order of Court or other event or document relating to the term hereby granted to give Notice thereof in writing both to the Solicitors for the Lessor and the Management Company respectively and pay a registration fee (together with any value added or tax payable thereon) and to deliver to the Lessor and the Management Company each Deed of Covenant duly executed referred to in paragraph (2)(b) of this Clause
- (4) During the last seven years of the said term not to assign underlet or part with the possession of the Premises without the previous consent in writing of both the Lessor and the Management Company such consent not to be unreasonably withheld
- (5) To observe and perform by way of indemnity only the obligations and restrictions comprising the encumbrances to which the Lessor's title is subject other than financial charges or mortgages and so far as they relate to the Premises and are capable of being enforced and to keep the Lessor fully

indemnified against all costs claims demands expenses and liabilities arising from breach of such obligations encumbrances and restrictions

4. THE Management Company relying on the covenant on the part of the Lessee herein contained hereby covenants with the Lessor and as a separate covenant with the Lessee to observe and perform the covenants and obligations as follows:

- (1) to pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property
- (2) to insure the Buildings and the Reserved Property (including the Premises) and keep the same comprehensively insured in the joint names of the Lessor the Management Company in an Insurance Office of repute nominated from time to time by the Lessor or the Management Company for an amount equal to the full replacement value and a sum to cover professional fees on repair and reinstatement and shall also take out and keep in effect in the said names a Policy of Insurance in an Insurance Office of repute covering liability for injury to persons on the Development and make all payments necessary for those purposes within fourteen days after the same shall become payable and produce to the Lessor and Lessee on demand the Policies of such Insurance or evidence thereof and the receipts for the annual premium or evidence of payment and upon request in writing from the Lessee where possible and in the event that its interest is not automatically noted it will request that the interest of any mortgagee or chargee of the Lessee is noted
- (3) As often as any part of the Buildings and Reserved Property are destroyed or damaged by any of the risks covered by the said insurance the Management Company shall apply all such monies received to rebuild and reinstate the same in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any monies received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Buildings and Reserved Property

- (4) To keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts **PROVIDED THAT** nothing herein contained shall prejudice the right of the Management Company to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person
- (5) Before repairing any joist or beam which is attached to any floor wall or ceiling of the Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Premises to give reasonable notice (and except in cases of extreme urgency) at least forty eight hours' notice in writing to the Lessee and the Management Company shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done
- (6) To take all reasonable steps to enforce the observance and performance by the lessees of the Flats and the owners and occupiers of the Bungalows forming part of the Development of the covenants and conditions in the leases of the Flats and the Transfers of the Bungalows which fail to be observed and performed by the lessees or the transferee Provided that the Lessee or the transferee shall if required indemnify the Management Company against all costs and expenses in respect of such enforcement and provide such security for costs and expenses as the Management Company may require
- (7) In every fifth year of this demise and in the last three months thereof to decorate in a good and workmanlike manner all the exterior wood iron and

other parts of the Reserved Property in a colour and style to that at present existing

- (8) To carry out the works and do the acts and things set out in the Seventh Schedule of this Lease
- (9) To keep books of accounts of all costs charges expenses incurred by it in carrying out its obligations and an account shall be taken on the 31st March in each year during the continuance of this demise of the amount of the said costs charges and expenses incurred since the date of the commencement of the term hereby created or of the last preceding account as the case may be
- (10) The account taken in pursuance of the last preceding paragraph shall be prepared and audited by a qualified accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee for the said account and any other professional accountancy charges) for the period to which the account relates and the proportionate amount due from the Lessee to the Management Company under this Lease credit being given for any amount which shall already have been paid under this Lease
- (11) To employ a professional Managing Agent who shall first be approved by the Lessor to run or supervise the running of its affairs for a minimum period of three years after the resignation of the first officers of the Management Company (or after the management of the Management Company's affairs shall be handed over to the residents of the Flats and the Bungalows forming part of the Development whichever shall be the later) and it is hereby agreed that the Lessor shall have the right at any time thereafter and at its absolute discretion to direct the Management Company to employ a professional Managing Agent (to be approved by the Lessor) if the Lessor or its successors in title are of the opinion that the Management Company is not satisfactorily performing its obligations under this Lease
- (12) That it may employ such staff or agents for the performance of its obligations hereunder as it shall think fit

- (13) (a) that it may at its option create and maintain a reserve fund of such sum (to be fixed annually) as shall be estimated by the Management Company or its Managing Agent (if any) to be reasonably required to provide a reserve fund for items of expenditure in connection with the provision of the services facilities and amenities specified herein or any of them to be or be expected to be incurred at any time during the period of three years commencing with the date upon which the estimate is made
- (b) The reserve fund shall be kept in separate accounts and any interest on or income of the said fund shall be held by the Management Company in trust for the lessees of the Flats and the owners of the Bungalows and shall only be applied in accordance with the terms of this clause
- (14) To issue its consent to a disposition by the Lessee of this Lease subject to:-
 - (a) payment of all rents due under this Lease at the date of such disposition and
 - (b) compliance with the obligations in sub-clause 3 (1) (2) and (3)

5. **THE Lessor hereby covenants with the Lessee as follows:-**

- (1) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessees' part to be performed and observed shall and may peaceably and quietly hold and enjoy the Premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- (2) The Lessor will require every person to whom it shall hereafter grant a lease of any Flat or transfer of the Bungalow to covenant and observe the restrictions and stipulations set forth in Clause 2 and Clause 3 and in the Eighth Schedule hereto and that while any of the Flats comprised in the Buildings shall not for the time being be let under a lease or the Bungalows transferred in the same terms as this Lease or Transfer entered into (mutatis

mutandis) the Lessor shall be liable to make such payments and observe and perform such obligations as the Lessee would be liable to make observe and perform if such Flat or Bungalow were so let or transferred

- (3) That (if so required by the Lessee) it will enforce the covenants on the part of the Lessee of any Flat comprised in the Buildings or the Bungalows forming part of the Development subject to the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may require
- (4) The Lessor hereby covenants with the Lessee that if the Management Company goes into liquidation for any reason (whether compulsory or voluntary) (save in connection with reconstruction or amalgamation) or fails to observe and perform its covenants under this Lease (but only after written notice of substantial breach or non-observance has been served on the Management Company and the Management Company has failed to remedy the same within thirty days of such Notice) then and in any such case the Lessor will perform the obligations of the Management Company set out in the Seventh Schedule hereto the Lessee contributing a reasonable part of the expense of so doing in accordance with the provisions of this Lease but only whilst the Lessor is the reversioner of the Buildings and not after it has disposed of its interest therein
- (5) The Lessor hereby covenants with the Lessee to provide such assistance as may be reasonably required by the Lessee (at the Lessee's costs) in the enforcement of the Indemnity Covenants

6. **PROVIDED ALWAYS** and it is hereby agreed that at any time and from time to time during the term hereby granted the Lessor may by notice in writing to the Management Company the Lessee and the lessees of the Flats and the owners and occupiers of the Bungalows forming part of the Development or any of them undertake all or some of the obligations of the Management Company under Clause 4 of this Lease Such notice shall specify the period during which it is to remain in force which period may be of fixed duration or may continue until terminated by

further notice in writing and shall further specify by reference to Clause 4 of this Lease and the sub-clauses thereof the obligations to which it relates. During such period as such notice shall remain in force the references in Clause 4 of this Lease to the Management Company shall be construed as though they were references to the Lessor as far as the obligations specified in the said notice are concerned.

7. **PROVIDED ALWAYS** and it is hereby declared that if the rents hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the 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 antecedent breach of any of the Lessee's covenants or the conditions herein contained.
8. **THE PARTIES** hereby apply to the Registrar to enter a restriction on the Register of the title to this Lease in the following terms:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this registration is to be registered without a written consent signed by Saxon Court (Guy's Cliffe) Management Company Limited of EPM Chambers 54A Poplar Road Solihull West Midlands B91 3AB or its conveyancer"
9. **THE Lessee** hereby agrees that all notices served under the Lease or for the purpose or in anticipation of proceedings against him by the Lessor or the Management Company may be served upon the Lessee by post addressed to him at the Premises or by delivery thereat (whether the same shall come to his actual knowledge or not) and that for the purpose of proceedings to forfeit the Lease the Lessee elects domicile in England at the Premises and agrees that the process may be served at the Premises (whether the same shall come to his knowledge or not).
10. **ALL** sums (whether rent or of any kind) payable by the Lessee to the Lessor and/or Management Company hereunder shall carry interest at the rate of four per cent per

annum above the base lending rate of Lloyds TSB Bank plc from time to time in force fourteen days after the same shall become due until payment and for this purpose any sum payable under the Lease shall be deemed to become due on the date of the posting or delivery of any notice served pursuant thereto (whether the notice is received by the Lessee or not)

11. **IT IS HEREBY DECLARED** as follows:-

(1) All internal walls separating the Premises from any other part of the Building shall be party walls and shall be used repaired and maintained as such

(2) That the expression "Lessor" and "Lessee" where the context so admits includes their successors in title respectively and that where "the Lessee" consists of two or more persons all covenants by and with the Lessee shall be deemed to be with such persons jointly and severally and words importing the masculine gender shall include the feminine

(3) The provisions of Section 62 in paragraph 25 are excluded and the Lessee acknowledges it has no rights over the Building other than those expressly set out herein

(4) 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 exceeds £500,000.00

(5) This Lease is made pursuant to an Agreement dated the *10th* day of *December* 2008 and made between the same parties hereto

IN WITNESS whereof the Lessee has hereunto set his hand as a deed and the Lessor and the Management Company have hereunto executed this document s a deed the day and year first before written

THE FIRST SCHEDULE

ALL THAT piece of land situate at Guy's Cliffe Avenue Leamington Spa Warwickshire **TOGETHER WITH** the Building or Buildings now erected thereon **ALL WHICH** property is registered at HM Land Registry under Title Number WK427621 shown edged green on Plan Number 1

THE SECOND SCHEDULE

(The Reserved Property)

PART I

ALL THOSE the main structural parts of the Building including the roofs foundations and external parts and window frames but not the glass of the windows of the Flats nor the interior faces of such external walls as bound the Flats and all sewers drains pipes wires ducts conduits not solely used for the purpose of one Flat or Bungalow (and specifically including the balconies and patio areas (if applicable)) and the joists or beams to which area attached any ceilings except where the said joists or beams support the floor of a Flat together with the Lift hallways staircases and landings leading to the Flat and the Security Entrance Door System

PART II

ALL THOSE the Private Driveway Private Footpaths Communal Garden the Bin Store the Cycle Shed the Recycling Area meter boxes Ducted T.V. System and all boundary walls fences and Landscaped Areas forming part of the Development which are used in common by the Lessor his lessees owners and occupiers of the Flats and owners and occupiers of the Bungalows

THE THIRD SCHEDULE

(The Premises)

FIRSTLY ALL THAT the Premises situate on the second floor of the Building as the same is delineated and edged red on the Plan Numbered 2 and known as Number 12 Saxon Court 2 Guy's Cliffe Avenue Leamington Spa Warwickshire CV32 6LY (including the ceilings attached to the joists between the Premises and the roof above and the joists between the floor of the Premises and the ceiling of the Flat below it) **TOGETHER WITH**:-

- (a) the Car Parking Space
- (b) all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the Premises but no others
- (c) the glass in all the windows of the Premises and
- (d) the interior faces of such of the external walls of the Building as bound the Premises

BUT EXCLUDING the Reserved Property

THE FOURTH SCHEDULE

(Easements Rights and Privileges included in the Demise)

1. The right in common with the Lessor and the owners and occupiers of all other Flats and Bungalows and all others having the like right to use for the purposes of access to and egress from the Premises and the Car Parking Space with or without vehicles (where appropriate) over the Private Driveway and Private Footpath and all such parts of the Reserved Property as afford access thereto Subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor or the Management Company may from time to time prescribe
2. The right to the free passage and running of water soil gas electricity and telephone from and to the Premises through along and into the Service Installations which are now or may at any time hereafter be in on or under or belonging to neighbouring parts of the Development and used in common by such neighbouring parts of the Development **TOGETHER WITH** all easements rights and privileges over other parts of the Development necessary and proper for replacing inspecting cleaning repairing maintaining and reinstating the Service Installations exclusively serving the Premises **PROVIDED ALWAYS** that such rights shall only extend to Service Installations already constructed or laid or which shall be constructed or laid within eighty years from the Seventh day of March Two Thousand and Six which period shall be the perpetuity period applicable to this Deed and replacements of the same and that the Lessee shall make good all physical damage occasioned by the exercise of such rights
3. The right to subjacent and lateral support and to shelter and protection from other parts of the Development and from the site and roof thereof
4. Such rights of access to and entry upon the Reserved Property and the Flats as are necessary for the proper performances of the Lessee's obligations hereunder on reasonable prior written notice subject to making good all physical damage caused thereby
5. The benefit of any covenants entered into by the lessees of the Flats and the owners of the Bungalows with the Lessor and the Management Company so far as such

- covenants are intended to benefit the Premises or the Lessee and so far as the benefit thereof can in law accrue to the Premises or the Lessee
6. The right for the Lessee to pass and repass on foot only over the hallways staircases and landings leading to the Premises
 7. The right to connect and use the Security Entrance Door System
 8. The right to use the Communal Garden subject to rules and regulations from time to time imposed by the Management Company and the Lessor
 9. The right to use and store one refuse bin in the Bin Store
 10. The right to use the Recycling Area in accordance with the rules and regulations of the Lessor and/or the Management Company
 11. The right to connect to the communal television and radio aerials erected in or on the roof of the Buildings (if any)
 12. The right to connect to the Ducted TV System
 13. At all times the right to use the balcony/patio area (where applicable) serving the Premises subject to the rules and regulations from time to time imposed by the Management Company and/or the lessor but it is agreed that the Management Company nor the landlord shall grant any rights to any other third parties over this area
 14. the right to use the Lift serving the flats
 15. the right to use the Cycle Shed for the parking of a bicycle
 16. the benefit of the Landscaped Area
 17. The right to use the roof space area accessed from the Premises (if applicable) for storage purposes only subject to the rules and regulations from time to time imposed by the Management Company and/or the Lessor

THE FIFTH SCHEDULE

(Exceptions and Reservations)

There is excepted and reserved out of this Lease to the Lessor and its lessees of the Flats and the owners and occupiers of the Bungalows on the Development:

1. The right to subjacent and lateral support and to shelter and protection from other parts of the Building over the Premises and all other easements quasi-easements

rights and benefits of whatever nature now enjoyed or intended to be enjoyed by any other occupier and in relation to any other parts of the Development over the Premises

2. Such rights of access to and entry upon the Premises by the Lessor the Management Company and the owners of the Flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to the Flats and Bungalows forming part of the Development
3. The right to erect and maintain one or more television and radio aerials in or on the roof of the Buildings for the use of the Lessees of the Flats in the Buildings and to run wires connecting such aerial or aerials to receiving sets in the Premises and the other Flats in the Buildings
4. The right for the Lessor and/or the Management Company and all other persons authorised by it and any other appropriate authority and their respective employees to enter upon the Premises on reasonable notice given at any time (save in an emergency when no notice is required) for the purpose of laying making inspecting cleaning repairing maintaining replacing and reinstating any Service Installations (including any that are installed within the Perpetuity Period) for the use of any other part of the Development or any adjoining or neighbouring property and to connect the same to and use any Services Installations for the free passage and running of water soil gas electricity and telephone to and from such part or parts of the Development through the Premises and/or meters or for the reading of any service meters on or under the Premises so that the persons so entering and carrying out any such work shall at their own costs forthwith make good all physical damage occasioned thereby and shall restore the Premises and the surface thereof to its former condition

THE SIXTH SCHEDULE

(The Lessees Proportion of the Maintenance Expenses)

1. The Lessee shall pay:-
 - 1.1 1/12th of the Fund 'A' Maintenance Expenses or such other percentage as may be notified by the Management Company to the Lessee of the Flats using the communal Lift hallways staircases and landings

- 1.2 1/14th of the Fund 'B' Maintenance Expenses being the Estate Charge
- 1.3 1/14th of the administration costs of the Management Company
2. The following provisions shall apply:-
- (1) The certificate of the account for the time being of the Management Company as to the total amount of the Fund A Maintenance Expenses and the Fund B Maintenance Expenses for the period to which the account relates shall (subject as mentioned below) be binding on the Management Company and the Lessee
- (2) Subject to paragraph 2(1) of this Schedule if the Lessee shall at any time object to any item of the Fund A Maintenance Expenses and the Fund B Maintenance Expenses as being unreasonable the question in dispute shall be determined by a qualified Surveyor to be appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be binding on both parties **PROVIDED ALWAYS** that any objection by the Lessee shall not affect the obligation of the Lessee to pay to the Management Company the Lessee's proportion in accordance with paragraph 4 of this Schedule and after the decision of any person appointed by the President of the Royal Institution of Chartered Surveyors as mentioned above any overpayment by the Lessee shall either be credited against future payments due from the Lessee to the Management Company under this Schedule or (if the Lessee so requests) repaid by the Management Company to the Lessee
- (3) The amount of the Lessee's Proportion shall be adjusted to take into account any sums received by the Management Company as contributions towards the cost of the works mentioned in the Seventh Schedule below from the lessees of the Flats and the owner of the House
3. An account of the Fund A Maintenance Expense and the Fund B Maintenance Expense (distinguishing between actual expenditure and reserve for future expenditure) for the period ending 31st March next and each subsequent year ending on the 31st March shall be prepared and the Management Company shall within three

months after the date of each account send a copy of the account and of the accountant's certificate to the Lessee

4. The Lessee shall pay to the Management Company the Lessee's Proportion in the following manner:-

- (1) In advance on the 1st April and 1st October in every year throughout the term granted by this Lease the Lessee's Proportion of the amount estimated by the Management Company or its managing agents for the yearly period **PROVIDED THAT** for the first yearly period there shall be substituted the period from the date of this Lease to the 31st March next in respect of the Fund A Maintenance Expenses and the Fund B Maintenance Expenses save that the calculation of the Buildings Insurance premium contribution payable by the Lessee shall be calculated to the renewal date of the Buildings Insurance Policy
- (2) Within twenty one days after the service by the Management Company on the Lessee of the copy of the account and certificate referred to in paragraph 3 of this Schedule for the period in question the Lessee shall pay to the Management Company or be entitled to received from the Management Company the balance by which the Lessee's Proportion respectively exceeds or falls short of the total sums paid by the Lessee to the Management Company pursuant to paragraph 4(1) of this Schedule during the relevant period

THE SEVENTH SCHEDULE

PART I

(the Fund A Maintenance Expenses)

1. The expenses of maintaining repairing rebuilding renewing or otherwise treating as necessary and keeping the Reserved Property referred to in Part I of the Second Schedule in a good and substantial repair order and condition and renewing and replacing all worn or damaged parts of them

2. Painting and decorating with good quality paint or otherwise treating all the external wood metal stone and other external surfaces of the Buildings at least once in every period of five years throughout the term of this Lease
3. Cleaning as necessary the external faces of all windows of the Buildings and all internal faces of all windows in the Buildings in so far as the same do not form part of the Flats
4. The cost of insuring against such risks as the Lessor and the Management Company shall think fit the Reserved Property referred to in Part I of the Second Schedule as the Management Company reasonably believes to be the full reinstatement value of the beforementioned Reserved Property
5. Providing and arranging for the provision and maintenance of any communal lighting electricity consumed in relation to the Reserved Property referred to in Part I of the Second Schedule
6. Paying all taxes and outgoing (if any) payable in respect of the Reserved Property referred to in Part I of the Second Schedule hereto
7. Providing operating maintaining and (if necessary) renewing and adding to the fire-fighting appliances and such other equipment as the Management Company may from time to time consider necessary or desirable for carrying out its duties under this Schedule
8. Inspecting repairing maintaining renewing and (where applicable) cleaning all Service installations gutters and down pipes used by the Development and which are not used solely for the purpose of one of the Flats or Bungalows forming part of the Development
9. Providing and arranging for the emptying of receptacles stored in the Bin Store for normal household rubbish for the use of the Lessees of the Flats
10. Repairing rebuilding and renewing any footsteps archways and other means of access to the Premises

PART II

(the Fund B Maintenance Expenses)

1. The expenses of maintaining repairing rebuilding renewing or otherwise treating as necessary and keeping the Reserved Property referred to in Part II of the Second Schedule and also the Car Parking Spaces in good and substantial repair order and condition and renewing and replacing all worn or damaged parts of them.
2. The cost of insuring against such risks as the Lessor and the Management Company shall think fit the Reserved Property referred to in Part II of the Second Schedule as the Management Company reasonably believes to be the full reinstatement value of the beforementioned Reserved Property
3. Providing and arranging for the provision and maintenance of any communal lighting and electricity consumed in relation to the Reserved Property referred to in Part II of the Second Schedule
4. Paying all taxes and outgoings (if any) payable in respect of the Reserved Property referred to in Part II of the Second Schedule hereto
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a Local Authority in connection with the Development or any part of it in so far as the same is not the liability of or attributable to the fault of any individual lessee of any of the Flats or the owners or occupiers of the Bungalows
6. Preparing copying and supplying the lessees of the Flats and owners of the Bungalows copies of any regulation notices or circulars made by the Management Company or any other person governing the use of the Development
7. Generally managing and administering the Development and protecting their amenities and for the purpose of employing a firm of managing agents and (in so far as the Management Company thinks fit) enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Flats and/or the owners or occupiers of the Bungalows
8. Keeping proper records of all costs charges expenses incurred in carrying out the obligations imposed by this Schedule and appointing a qualified accountant for the

- purpose of auditing the accounts and certifying their total amount for the period to which the account relates
9. Complying with the requirement and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made under then relating to the Property except insofar as such compliance is the responsibility of the lessee of any of the Flats or the owners of the Bungalows forming part of the Development
 10. Engaging such persons or sub-contractors as may be necessary to carry out the Management Company's obligations under this part of the Seventh Schedule
 11. Inspecting repairing maintaining renewing and (where applicable) cleaning all Service Installations used by the Development and which are not used solely for the purpose of one of the Flats or the Bungalows forming part of the Development
 12. Keeping the Private Driveway and Private Footpath and Bin Store and Cycle Shed in good repair and condition and clean and tidy
 13. Keeping the Communal Garden in good condition and tending and renewing any lawns flowerbeds hedges shrubs and trees and maintaining and repairing and (where necessary) replacing any walls fences benches seats or garden ornaments or any other equipment
 14. Employing a Company to maintain repair and if necessary improve and replace the Ducted TV System and to pay any costs and fees in this respect
 15. Paying the maintenance charges for the Company referred to in paragraph 1 above and costs of electricity power provided for the Ducted TV System
 16. Arranging such insurance cover if necessary as the Management Company may consider to be appropriate in relation to the Ducted TV System and other works mentioned in this Schedule and in respect of any risks for which the Management Company may be liable as an employer of persons as the owner of the Ducted TV System
 17. Providing and paying such workmen and contractors as may be necessary in connection with the works specified in this Schedule

18. Paying all rates taxes duties charges assessments and outgoings of any description which may be assessed charged or payable in respect of the Ducted TV System

THE EIGHTH SCHEDULE

(Restrictions imposed in respect of the Flats)

1. Not to use the Flat nor permit the same to be used for any purpose whatsoever other than as a private dwelling and the Car Parking Space for the parking of a private motor vehicle in association therewith nor for any purpose from which a nuisance can arise to the lessees and occupiers of the Flats or the owner of the Bungalows nor for any illegal or immoral purposes
2. Not to park any commercial vehicle caravan boat or trailer on the Development or any part of the Reserved Property
3. Not to obstruct by the deposit of materials or otherwise the free passage thereover by the Lessor the Management Company or other persons entitled to such rights over the Private Driveway and/or the Private Footpaths
4. Not to leave parked on the Private Driveway any vehicle or vehicles at any time and any such vehicle or vehicles must only be parked on the Car Parking Space
5. Not to interfere with or obstruct in the performance of the duties from time to time imposed by the Management Company any employee of the Management Company or contractor appointed by the Management Company
6. Not to throw dirt rubbish rags or other refuse or to permit the same to be thrown into the sinks baths cisterns lavatories or waste or soil pipes in the Premises nor anywhere in or upon any part of the Development
7. Not to play use or permit to be played or used any piano record player wireless or mechanical or other musical instrument of any kind nor practise nor permit to be practiced any singing in the Premises so as to cause annoyance to the lessees and occupiers of any of the Flats or the owner of the Bungalows or so as to be audible outside the Premises between the hours of 11.00pm and 8.00am

8. No name writing drawing signboard plate or placard of any kind (save for the flat number/name) shall be put in or on any window or the exterior of the Premises or so as to be visible from outside the Premises
9. No clothes or other articles shall be hung or exposed on any balconies patios hallway staircase or landing areas or outside the Premises nor any mat shaken out of the Premises
10. Save with the consent of the Management Company no bird dog or other animal shall be kept in the Premises
11. Save with the consent of the Management Company not to place any flower boxes or flower pots or other like objects on the window sills balconies hallways staircases and landing areas or any other exterior part of the Premises
12. Not to place any item in nor to obstruct the hallways staircases and landings leading to the Flats in the Buildings
13. Not to obstruct the use of the Ducted TV system communal garden the Service Installations security entrance door system the Bin Store or the Cycle Shed
14. To place all domestic refuse in a suitable container of a type approved by the Management Company in such area as may be specified by the Management Company
15. Not to place any television aerial radio aerial satellite dish or similar equipment on the Buildings without the consent in writing of the Lessor and/or the Management Company
16. To keep the floors of the Premises on the first floor of the Buildings and above covered with either carpet or vinyl or such other flooring which may be agreed with the consent of the Management Company and place felt thereunder at all times that will effectively deaden the sound
17. Not to remove the sound insulation underlay
18. Not to use any electrical appliance in the Premises that will cause excessive vibration to be transferred to the adjoining Flats

THE COMMON SEAL of
A.C. LLOYD (DEVELOPMENTS) LIMITED
was hereunto affixed in the presence of:-

Director



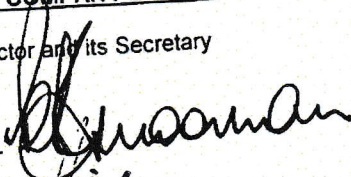
Secretary

P E Mayman

SIGNED as a DEED by
SAXON COURT (GUY'S CLIFFE)
MANAGEMENT COMPANY LIMITED

Acting by a Director and its Secretary

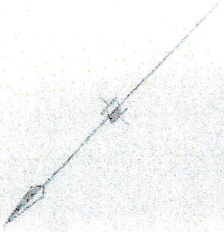
Director



Secretary



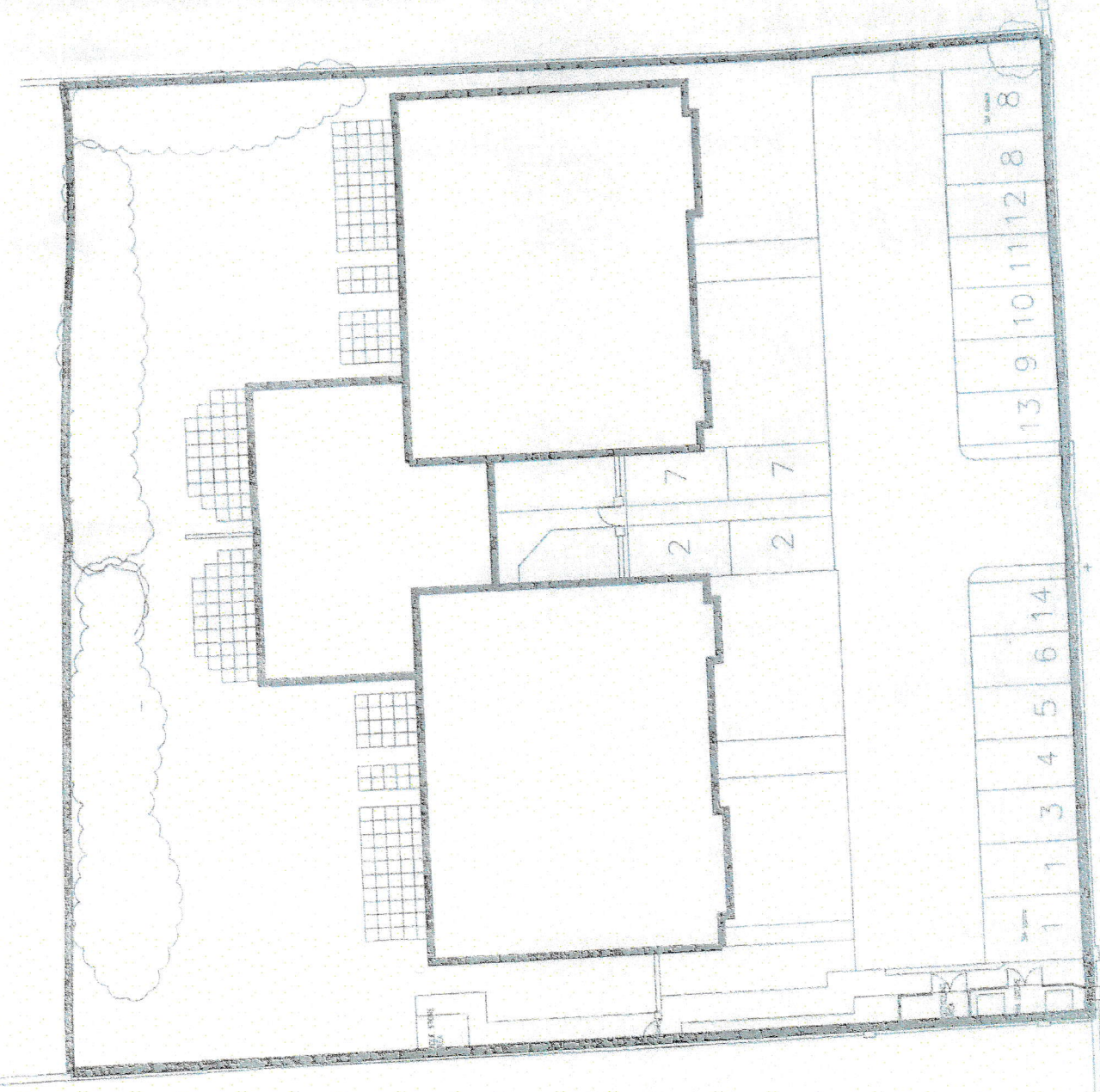
Part 1



[Handwritten signature]
[Handwritten signature]
PE MOUNTAIN

ACLOYD
ROYAL BRITISH LEGATION LTD

Location	SAYOK COURT GUYS CLIFFE AVENUE
Plan	CONVEYANCE PLAN EXTERNAL
Drawn by	ARR
Drawn No.	187-3
Date	1:200
Date	JULY 07



13

9

10

11

12

8

8

1

1

3

4

5

6

14

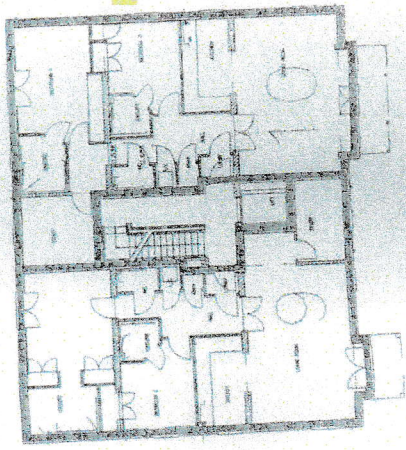
2

7

2

7

Handwritten signature

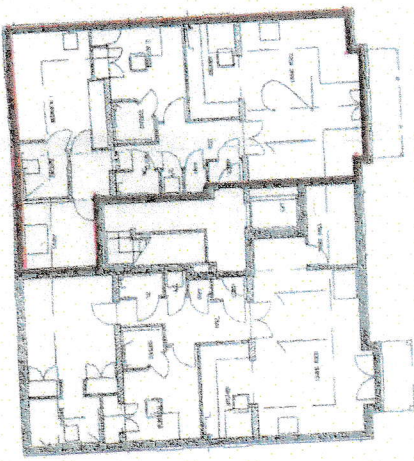


FIRST FLOOR

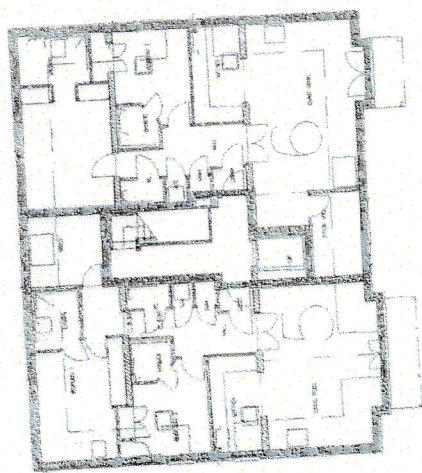
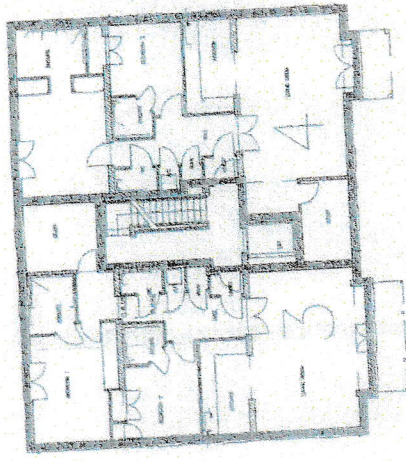
Handwritten signature
 P. E. Maynard

ACLOYD
 ROYAL LEAMINGTON SPA

Project	SAXON COURT GUYE CLIFFE AVENUE
Plan No.	CONVEYANCE PLAN INTERNAL
Drawn by	AER
Check by	187-2
Date	12/00
Issue	JULY 07



SECOND FLOOR



GROUND FLOOR

