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Title Number WM822963

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WM822/963

HM LAND REGISTRY

LAND REGISTRY ACTS 1925 TO 1986

LEASE OF PART

COUNTY AND DISTRICT : West Midlands: Birmingham

LESSORS TITLE NUMBERS : WM 744600

LESSEES TITLE NUMBER :
(To be Allocated)

PROPERTY : The Lessor's development of apartments at
Central Park



COLOUR

PARTICULARS

Altered on 5/3/04 under Rule 130
of the Land Registration Rules 2003
by *rl.*
For Chief Land Registrar

Date of Lease

~~5th January 2004~~ 2003
23 December 2003

1. PARTIES

(1) **LOVELL PARTNERSHIPS LIMITED** (Company Registration Number 2387333)
whose registered office is at 77 Newman Street London W1T 3EW ("the Lessor")

(2) **CENTRAL PARK (BIRMINGHAM) MANAGEMENT COMPANY (NO.3) LIMITED** (Company Registration Number 4641538) whose registered office is the
Lower Ground Floor 20 Meridian Place Clifton Bristol BS8 1JL ("the Company")

(3) **MUSIBAU OL^DAIMEJI AYOBAMI AKINTOYE** of 36 Iveagh Close Northwood
("the Lessee")_A

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

CD
CRUST LANE & DAVIS
54' CRANBROOK ROAD
ILFORD, ESSEX. IG2 6HF
SOLICITOR

2. PROPERTY

Plot No. 157 being the apartment shown edged red on the Lease plan attached hereto with exclusive use of a car parking space shown coloured blue on the Lease plan

3. PREMIUM

£116,414.00

4. THE ANNUAL RENT

A peppercorn

5. THE SERVICE CHARGE (being the Lessees percentage of total expenditure)

2.90%

6. TERM

Two hundred and fifty years from the Thirtieth day of June Two thousand and One

THIS LEASE is made the date stated in the Particulars **BETWEEN** the parties specified in paragraph 1 of the Particulars

WHEREAS

- (1) The Lessor is the registered proprietor with title absolute of the Estate
- (2) The Company has been incorporated with the object of (inter alia) taking a transfer of the estate of the Lessor in the Estate
- (3) The Lessor has directed the Company to join in this Lease as hereinafter appears

NOW THIS DEED WITNESSETH AS FOLLOWS

DEFINITIONS AND INTERPRETATION

1. IN THIS DEED:

- 1.1 The expression "the Estate" means the lands shown edged red on the Site Plan now or formerly comprising part of the Lessors above mentioned Title Number
- 1.2 The expression "the demised premises" means the apartment and private balcony (if any) shown edged red on the Lease Plan being part of the Estate and shall include the roof space above (where appropriate) all floor screed including the screed or final surfacing of any balcony and insulating material ceiling materials window glass all internal walls all plaster plasterboard tiling and other internal surfaces of all structural walls and the external door (and its frame) of the apartment but not any part of the structure as defined in subclause 1.6 of this Clause
- 1.3 The expression "the Building" means the building of which the demised premises form part the expression "building" refers to buildings on the Estate comprising dwellings other than the Building

- 1.4 The expression "dwellings" means apartments the expression "dwelling" refers to any such dwelling and the expression "other dwellings" refers to dwellings other than the demised premises
- 1.5 The expression "common parts" means the pedestrian areas footpaths and drives or access roads and garden areas forming part of the Estate and intended to enhance the appearance of the Estate or to be amenity areas and the entrance stairways passages other common areas and lift within the Building or other buildings on the Estate for the benefit of the owners and lessees for the time being of all dwellings on the Estate
- 1.6 The expression "structure" means the parts of the Building comprising the foundations all concrete floor slabs and balconies (but not the floor screed and final surfacing of insulating material on them) all exterior and other load bearing walls (including the windowframe but not including the glass therein or the surfaces described in sub-clause 1.2 of this Clause) the ceiling joists above the top floor level the roof (with the timbers and any other beams supporting it) and all drains cisterns tanks pipes cables and wires serving more than one dwelling and for the time being not maintainable by any local or public authority or statutory undertaking whether laid in under or over the Estate or otherwise and the expression "structural" shall be construed accordingly
- 1.7 "the Accounting Period" shall mean a period commencing on the 1st day of April and ending on the 31st day of March in any year or such other period as the Lessor may in its absolute discretion from time to time determine and of which it shall notify the Lessee
- 1.8 "the Premium" means the sum of money specified in paragraph 3 of the Particulars
- 1.9 "the Annual Rent" means the annual rent specified in paragraph 4 of the Particulars

- 1.10 "Site Plan" means the plan annexed hereto marked Site Plan
- 1.11 "Lease Plan" means the plan annexed hereto marked Lease Plan
- 1.12 Where the context admits the expression "the Lessor" includes successors in title of the Lessor and the expression "the Lessee" includes successors in title of the Lessee
- 1.13 If the expression "the Lessee" includes two or more persons then:
- 1.13.1 Unless the context otherwise requires the singular shall include the plural and vice versa the masculine shall include the feminine and vice versa and any covenant by the Lessee shall be deemed to be joint and several by or on the part of all the persons included in the expression "the Lessee" and the covenants contained herein shall be deemed to be covenants with an by such persons jointly and severally and
- 1.13.2 The persons included in the expression "the Lessee" declare that the Property is transferred to them as beneficial joint tenants and the survivor of them shall be capable be capable of giving a valid receipt for any monies arising on any dealings with the demised premises
- 1.14 Any reference to an Act of Parliament shall include any modification or re-enactment thereof for the time being in force and shall include all instruments orders notices plans regulations bye-laws permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 1.15 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within 21 years from the date of this Lease which shall be the perpetuity period for the purpose of this Lease

THE DEMISE AND RENTS

2. **IN CONSIDERATION** of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Annual Rent and the covenants hereafter reserved and contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** the demised premises **TOGETHER WITH** the exclusive right to use the car parking space shown coloured blue on the Site Plan **TOGETHER WITH** at all times and for all proper purposes related to the demised premises and (in common with all others at any time similarly entitled) the rights set out in the First Schedule hereto (this grant of such rights being subject to and conditional upon first the provisos thereto and second the Lessee contributing and paying as provided in sub-clause 4.2 hereof) in each case for the benefit of the Lessee and his successors in title the owners and occupiers for the time being of the demised premises **PROVIDED** always that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity sub-station or similar installation but **EXCEPT AND RESERVING** to the Lessor and its successors in title the owners and occupiers of each and every part of the remainder of the land comprised in the Estate and capable of benefitting thereby and all others now or hereafter authorised by the Lessor or otherwise similarly entitled the rights set out in the Second Schedule hereto **TO HOLD** the same unto the Lessee for the term of years specified in paragraph 6 of the Particulars **SUBJECT TO** such obligations on the Lessor as may arise for the time being in respect of the demised premises by virtue of any lease of any other part or parts of the Estate containing a clause in terms similar or identical to Clause 3 hereof and to rights in the same terms as or terms similar to Clauses 2 and 3 of the First Schedule hereto granted prior to the date of this Lease by the Lessor to the owners and occupiers of land formerly comprised in the Estate so far as such rights affect the demised premises **PAYING THEREFOR** during the term hereby granted the Annual Rent on the 1st day of April next and on every subsequent 1st day of April (if demanded) **AND ALSO YIELDING AND PAYING** by way of further or additional rent the monies payable sub-clause Clause 4.2 hereof

PROVISIONS WITH REGARD TO REGULATIONS AND THE SCHEDULES

- 3.1 The Lessor has previously granted leases or intends hereafter to grant leases of dwellings on that part the Estate other than the demised premises and the Lessor has in every such lease imposed and intends in every future such lease to impose the regulations specified in the Third Schedule hereto to the intent that any lessee for the time being of any dwelling forming part of the Estate may be able to enforce the observance of the said restrictions by the owners and occupiers for the time being of the other dwellings
- 3.2 The Lessee HEREBY COVENANTS with the Lessor and with and for the benefit of the owner and lessees from time to time during the said term of the other dwellings forming part of the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe and perform the regulations set forth in the Third Schedule hereto

LESSEES COVENANTS

4. The Lessee HEREBY COVENANTS with the Lessor that the Lessee will throughout the said term:
- 4.1 Pay the rent hereby reserved (if demanded) at the time and in the manner in which the same is hereby made payable
- 4.2 Pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fourth Schedule hereto both such charges to be recoverable in default as rent in arrear **PROVIDED ALWAYS** that in the event of such charges not being paid on the due dates the Lessee shall pay to the Lessor on demand interest on such charges at the rate of five percent per annum above the base rate of Barclays Bank Plc from time to time or to its equivalent calculated on a day to day basis from the date due until the date of actual payment whether before or after any judgement and such interest shall be recoverable as a debt

- 4.3 Pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the demised premises or any part thereof or on the owner or occupier in respect thereof
- 4.4 Pay all charges for telephone services and for electricity and where available gas (as shown by separate meters affixed in the Building) supplied to the demised premises including all rentals and standing and meter charges and indemnify the Lessor in respect thereof
- 4.5 Repair maintain renew uphold and keep the demised premises including the pipes wires and cables serving for the sole benefit and use of the demised premises and all fixtures in and additions to the demised premises in good and substantial repair and condition except only for damage in consequences of any of the risks against which the Lessor is liable to insure pursuant to sub-clause 5.1 hereof in so far as such insurance is not vitiated by the act or default of the Lessee or his servants agents licensees visitors or sub-lessees
- 4.6 In the seventh year of the term hereby granted and in every succeeding seventh year and in the last year of the term hereby granted (howsoever determined) paint with good quality stain or paint and in a proper and workmanlike manner all the internal wood metal stone and other parts of the demised premises which usually are or ought to be stained or painted and at the time of every inside painting to paint decorate and colour all such parts of the inside of the demised premises which usually are or ought to be so dealt with and to paper with paper of suitable quality such parts thereof as are usually papered damage by any of the insured risks excepted as aforesaid
- 4.7 Permit the Lessor and its respective duly authorised surveyors or agents with or without workmen and others upon giving previous notice in writing (except in case of emergency) at all reasonable times to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition thereof

4.8 Make good defects decays and wants of repair of which notice in writing shall have been given by the Lessor to the Lessee and for which the Lessee is liable under the provisions hereof within one month after the giving of such notice and if the Lessee shall at any time make default in the performance of any of the covenants contained in sub-clauses 4.5 and 4.6 hereof it shall be lawful (but not obligatory) for the Lessor at all reasonable times during the said term with or without workmen and others to enter upon the demised premises and perform such obligations at the expense of the Lessee in accordance with those covenants and the cost thereof shall be payable by the Lessee to the Lessor on demand and recoverable as rent in arrear

4.9 Not to make any alterations in or additions to or cut mutilate or injure the structure of the walls or timbers of the demised premises or remove any of the Lessor's fixtures and in particular not to drill any holes in surfaces of any balcony

4.10 Pay all costs charges and expenses (including solicitor's costs and surveyor's fees including Value Added Tax) incurred by the Lessor incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court or incidental to the inspection of the demised premises and the drawing up of schedules of dilapidations

4.11

4.11.1 Not at any time during the term hereby granted divide the possession of the demised premises by a transfer or underletting or parting with possession of part only (but so that the Lessee may be at liberty subject to the next following paragraph to transfer the whole of the demised premises without any consent)

4.11.2 Not during the last seven years of the said term without the previous consent in writing of the Lessor (such consent not to be unreasonably withheld) transfer or part with the possession of the demised premises

4.11.3 Not at any time during the said term underlet the whole of the demised premises (save for the avoidance of doubt that this shall not prohibit or prevent the Lessee from granting assured shorthold tenancies of the demised premises for periods not exceeding three years where consent shall not be required but where such tenancy must provide that the tenant complies with the provisions of the Third Schedule hereto) without the previous consent in writing of the Lessor (such consent not to be unreasonably withheld) PROVIDED THAT the Lessee shall be entitled to create a mortgage or charge only by way of a sub-demise and PROVIDED FURTHER THAT if consent is given to such underletting it shall be in writing in such form as the Lessor may first approve (such approval not to be unreasonably withheld)

4.11.4 Cause every transfer permitted by or in accordance with the foregoing provisions to contain (in respect of the legal costs of the Lessor at the expense of the Lessee or the transferee) a covenant by the transferee or jointly and severally by the transferees with the Lessor:

4.11.4.1 To observe and perform all the covenants on the part of the Lessee contained herein

4.11.4.2 Within fourteen days after the transfer in question takes or purports to take effect to deliver to the Lessor a verified copy of that transfer free of expense to the Lessor

4.12 Indemnify each of the other parties to this Lease against any breach of the covenants referred to in sub-clause 4.11.4.1 to 4.11.4.2 hereof

- 4.13 Deliver to the Lessor (within fourteen days after the document or instrument in question shall be executed or shall operate or take effect or purport to take effect) a verified copy of every transfer of this Lease but not any mortgage or legal charge of this Lease or of the demised premises or any part thereof and also every probate letters of administration order of Court or other document or instrument affecting or evidencing any devolution of the title to the demised premises of the Lessee or any person claiming under or through the Lessee
- 4.14 At all reasonable times during the said term permit the Lessor (the benefit of this permission to be severally enjoyed) with workmen and others upon giving reasonable previous notice in writing (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of making repairing maintaining supporting rebuilding cleansing lighting and keeping in order and good condition any part of the Building or any adjoining or contiguous premises and all cisterns tanks sewers drains pipes cables watercourses gutters wires part or other structures or other conveniences belonging to or serving or used for the Building or any part thereof or such adjoining or contiguous premises and also for the purpose of laying down maintaining repairing and testing drainage and water pipes and electric wires and cables and for similar purpose the persons exercising this permission causing as little inconvenience as possible to the Lessee and making good any damage caused but without prejudice to any obligations of the Lessee pursuant to the covenants herein contained
- 4.15 Forthwith upon receipt of the same comply at his own expense with any notice order direction or other thing received from any competent authority affecting or likely to affect the demised premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any underlessee or other person whatsoever so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do and forthwith deliver to the Lessor a true copy of such notice direction or other things and if so required by the Lessor join with the Lessor in making such

representations to that or any other appropriate authority concerning any requirement or proposal affecting the demised premises or any part thereof or the Building as the Lessor may consider desirable and join with the Lessor in any such appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable

- 4.16 Not do or permit or suffer to be done any act matter or thing on or in respect of the demised premises which contravenes the Town and Country Planning Acts 1947 to 1971 or any enactment amending or replacing them and keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 4.17 Pay all reasonable costs and expenses of the Lessor (including all Solicitor's and Surveyor's costs and fees and Value Added Tax or similar tax for the time being payable on or in respect of such costs and fees) incurred in granting any consent or registering any transfer under this Lease
- 4.18 Comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the Lessee is liable hereunder (whether the same are by virtue of the said provisions to be complied with by the Lessor the Lessee or the occupier) and forthwith give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid
- 4.19 At the expiration or sooner determination of the said term peaceably surrender and yield up to the Lessor all and singular the demised premises together with all additions thereto and all landlord's fixtures and fittings (if any) in good and substantial repair and condition in accordance with the Lessee's obligations herein contained
- 4.20 Not to stop up darken or obstruct any windows or lights belonging to the Building or any adjoining or neighbouring buildings belonging to the Lessor nor knowingly permit any new window light-opening doorway path passage or drain

or other encroachment or easement to be made or acquired into against or upon the demised premises and if any such window light-opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made forthwith upon first becoming aware thereof give notice in writing to the Lessor and at the request and cost of the Lessee adopt such means as may be reasonably required or deemed proper by the Lessor for preventing such encroachment or the acquisition of any such easement

4.21 Refer to the Lessor any dispute difference or complaint that may arise between the Lessee and the other lessees or occupiers in respect of the use or occupation of the demised premises or of the Estate and observe and comply with the decision of the Lessor on such dispute difference or complaint which decision shall be final and binding on all parties PROVIDED THAT this covenant shall not place or be deemed to place any obligation on the Lessor to decide any such dispute difference or complaint if it or they in its or their absolute discretion decline to give such decision

4.22 The Lessee will perform and observe the covenants and conditions referred to in the Charges Register of the title above referred so far as the same relate to the demised premises and shall keep the Lessor indemnified against all claims damages costs and expenses relating thereto

SERVICES FOR THE ESTATE

5. The Company covenants as separate covenants with the Lessee and the Lessor that the Company shall at all times (subject to contribution and payment in accordance with Clause 4.2 hereof)

5.1 Insure and keep insured the structure of the Building and all other buildings on the Estate and all common parts of the Estate (unless such insurance shall be vitiated by any act or default of the Lessee or other owner lessee or occupier of any part of the Estate) against damage or destruction by fire explosion storm tempest earthquake aircraft and such other risks (if any) as the Company may

think fit in some insurance office of repute in the full reinstatement value thereof and an amount for professional fees and two years loss of rent and other incidental expenses in connection with the repair rebuilding and reinstating thereof and will insure the fixtures and fittings plant and machinery of the Company against such risks as are usually covered by a flat owner's comprehensive policy and will insure against any third party claims made against it in respect of management of the Estate and whenever required produce to the Lessee (but not more than once in any one year) a certificate from the insurance office stating for what sums the insurance is effected and to what date the premium has been paid and will in the event of the Building or any part thereof being so damaged or destroyed lay out the insurance moneys as soon as reasonably practicable in the repair rebuilding or reinstatement of the premises so damaged or destroyed SUBJECT TO the Company at all times being able to obtain all necessary licences consents and permissions

5.2 Take all reasonable steps to maintain and keep in good and substantial repair and condition

5.2.1 the structure (except for any glass in both windows and doors forming part of the demised premises) of the Building and of all other buildings on the Estate and the main entrances stairways and passages of the Building and all such other buildings

5.2.2 all such water pipes drains radio and television aerials and electric cables and wires in under and upon the Estate as are enjoyed or used in common by the owners or lessees of the dwellings on the Estate except those intended for adoption by any local public or statutory authority

5.2.3 all common parts and any other structures constructed on or over the same

5.2.4 all walls screen walls and fences within or on the boundaries of the Estate

- 5.3 In the year 2007 and in every succeeding fifth year and in the last year of the said term stain or paint as appropriate the whole of the outside wood and metal work of all buildings and other structures forming part of the Estate heretofore or usually painted (except where the item is the subject of a subsisting guarantee not requiring such painting) with two coats of good quality paint and one coat of stain and varnish such parts as have been heretofore or are usually stained and varnished
- 5.4 In the year 2009 and in every succeeding seventh year of the said term paint (except as in sub clause 4.6 hereof) with two coats of good quality paint paper varnish colour stain and whitewash all the interior common parts of the buildings forming part of the Estate as have been or are usually painted papered varnished coloured stained and whitewashed
- 5.5 Keep clean and properly lighted the main entrance stairways and passages of the Building and of all other buildings comprising dwellings on the Estate enjoyed or used in common by the owners and lessees of such dwellings
- 5.6 Keep clean the exterior windows in the common parts of the Building where practical and all other buildings comprising dwellings on the Estate and furnish the main entrances stairways and passages referred to in sub-clause 5.2 hereof in such style and manner as the Company from time to time in its absolute discretion thinks fit
- 5.7 Keep clean and properly lighted those parts of the common parts comprising footpaths drives and access roads and keep neatly cut tidy and free from weeds all such parts of the common parts as are grassed
- 5.8 Employ on such terms and conditions of employment as the Company shall in its absolute discretion think fit such person or persons as shall be reasonably necessary from time to time for the performance of the covenants contained in this Clause on the part of the Company

- 5.9 Without prejudice to the foregoing do or cause to be done all such works installation acts matters and things as may in the absolute discretion of the Company be necessary or advisable for the proper maintenance safety and administration of the Estate and pay a reasonable proportion of the expense incurred for or towards the making supporting repairing cleansing and amending of all walls and structures common sewers public sewers and drains belonging or which shall or may belong to the Estate or any part thereof (but excluding those exclusively comprised in or serving the demised premises) or which shall be used in common with other premises adjoining or near thereto
- 5.10 Pay and discharge any rates (including water rates) assessed on the Estate and its curtilage other than any assessments made in respect of any other part of the Estate or intended to be demised by the Company

LESSORS COVENANTS

6. THE Lessor HEREBY COVENANTS with the Lessee that :
- 6.1 The Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it
- 6.2 Every lease granted by the Lessor of any dwelling in the Estate has or shall contain covenants and provisions to like effect to the covenants and provisions hereof
- 6.3 If required by the Lessee and subject to him providing such security as to costs as the Lessor may reasonably require the Lessor will at the cost of the Lessee take or bring all reasonable steps and proceedings to enforce the covenants referred to in sub-clause 6.2 hereof

PROVISOS

7. PROVIDED ALWAYS and it is hereby agreed that:

7.1 Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor of repairs decorations additions alterations or other works which may appear to the Lessor to be necessary or desirable to the demised premises or the Building provided the same are carried out with proper skill and care

7.2 Nothing in this Lease shall operate to prevent the Lessor or other owner of the premises adjoining the Estate from dealing therewith as it or they may think fit without making any compensation to the Lessee whether or not any building erected thereon shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted to be enjoyed by the Lessee or the tenant or occupiers of the demised premises

GENERAL PROVISIONS

8. If the rent hereby reserved (if demanded) or the annual contribution or any part thereof shall be unpaid for fourteen 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 then it shall be lawful for the Lessor or any person duly authorised by it 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 the right of action or remedy of the Lessor in respect of any breach of the Lessee's covenants herein contained
9. Section 196 of the Law of Property Act 1925 or any statutory modification or re-enactment thereof shall apply to all notices required to be served hereunder

10. The Lessee shall at the Lessee's expense apply to the Chief Land Registrar to enter the following restriction on the register of the title to this Lease such restriction to remain on the register during its subsistence:-

(Form N, Schedule 4, The Land Registration Rules 2003)

"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 is to be registered without the written consent signed on behalf of Central Park (Birmingham) Management Company Limited care of Glaisyers, Solicitors, 6th Floor, Manchester House, 18/20 Bridge Street, Manchester, M3 3BY by its Secretary or its Conveyancer"

The Lessor and the Company confirm that such written consent shall not be withheld or delayed so long as the Lessee has paid all instalments of the Service Charge duly demanded from the Lessee and that such consent shall be deemed to have been granted if the Lessor goes into liquidation for any reason before any such transfer

11. THE Lessor COVENANTS with the Lessee to indemnify him and his estate effects and successors in title to the demised premises against any liability for sewerage or road charges or other costs or expenses in respect of the demised premises relating to the construction maintenance and adoption of sewers being provided for adoption as sewers maintainable at the public expense and of roads and footpaths being provided for the use of members of the public until such time as the same are adopted as maintainable at the public expense
12. IT IS HEREBY AGREED AND DECLARED AS FOLLOWS that if the Company goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor and the Lessee will join with the lessees of the other dwellings on the Estate in arranging for the carrying out of the Services for the Estate and other responsibilities of the Company mentioned herein the Lessee contributing a reasonable part of the expense or doing so in accordance with the provisions of this Lease

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IN WITNESS whereof this Lease has been executed as a deed the day and year first before
written

THE FIRST SCHEDULE

(Easements Rights and Privileges of the Lessee)

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the demised premises to go pass and repass with or without vehicles over and along the common parts drives or access roads forming part of the Estate or the above-mentioned TITLE NUMBER and on foot only over and along the footpaths forming part of the Estate and the main entrances stairways and passages in the Building leading to the demised premises
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the foundations and roof thereof
3. The right to uninterrupted passage and running of water and soil electricity (including radio television and telephone services) from and to the demised premises through the storage tanks sewers drains and watercourses radio and television aerials cables pipes and wires which now are or may at any time during the said term be in under or passing through the Estate or any part thereof or the above-mentioned Title Number and the right to enter at any reasonable times into any part of the Building as is reasonably necessary to perform the obligations set out in Sub-clause 4.5 of this Lease
4. Without prejudice to any rights of action or otherwise for the time being available to the Lessor or the Company or their respective successors in title or to lessees or occupiers of other dwellings comprised in the Estate the benefit of the covenants by lessees contained in the leases granted or to be granted of the other dwellings comprised in the Estate
5. The right to connect any radio or television set in the demised premises with any aerials for the time being provided by or on behalf of the Lessor
6. Full right and liberty for the Lessee to use the dustbin facilities in such position as may from time to time be designated by the Lessor

THE SECOND SCHEDULE

(Exceptions and Reservations for the Lessor)

1. Easements rights and privileges over along through and in respect of the demised premises equivalent to those set out in Clauses 2 and 3 of the First Schedule
2. Power for the Lessor and its duly authorised surveyors or agents with or without workmen and others upon giving reasonable previous notice in writing (or in the case of emergency without notice) at all reasonable times to enter the demised premises for the purpose of carrying out the Lessor's obligations under Clause 5 of this Lease
3. All such rights as may be reasonably necessary in respect of the wires through the demised premises connecting the radio and television aerials to the wall sockets provided in the demised premises and other dwellings on the Estate

THE THIRD SCHEDULE

(Regulations)

1. Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private dwelling in the occupation of one family only nor for any purpose from which nuisance annoyance or damage can arise to the owners lessees or occupiers of the other parts of the Estate or in the neighbourhood nor for any illegal or immoral purpose and not to permit any auction to be held in the demised premises at any time
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any part of the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit any petrol or other inflammable substances in or about the demised premises and to repay to the Lessor all sums paid by way of increased premium and all expenses incurred by it or about the renewal of such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear

3. To use only the provided dustbin facilities for all dirt rubbish rags or other refuse from time to time to be disposed of from the demised premises and not to throw such dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the demised premises
4. No musical instrument television radio loudspeaker or mechanical or other noise-making instrument of any such kind as to be audible to occupiers of other dwellings in the Building shall be played or used nor shall any singing of a like kind be practised in the demised premises between the hours of midnight and 8am or at any other time or times so as to cause any nuisance or annoyance to any of the other owners lessees and occupiers of parts of the Building and for the purposes hereof the decision of the Lessor as to what constitutes a nuisance or annoyance shall be final and binding on the parties (but without obligation on the Lessor to render such decision)
5. No name writing drawing signboard plate or placard of any kind shall be put on or in any window or on the exterior of the demised premises so as to be visible from outside other than the Lessees name and the postal number or name of the demised premises
6. No clothes or washing of any description or other articles shall be hung or exposed in or upon any part of the demised premises so as to be visible from the outside and (without the previous consent of the Lessor) no flower box pot or other like object shall be placed outside the demised premises and no mats brooms or other articles shall be shaken inside the common parts of the Building or out of the windows thereof or of the demised premises
7. No animal, bird or reptile shall be kept in the demised premises
8. Not to erect any external radio or television aerials or dishes
9. Not to cause any obstruction in or on the main entrances stairways or passages in the Building nor in or on the drives or access roads and footpaths adjacent or leading to the Building by leaving or parking or permitting to be left or parked any motorcycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the

demised premises or by any of his friends servants or visitors and to observe all regulations made by the Lessor from time to time relating to the parking of such vehicles

10. Not to permit or suffer the Lessees children or those of friends servants or visitors to play upon any passageways in the Building
11. Not to park or keep on the Estate any mobile home caravan boat or trailer
12. Not to use or keep or permit to be used or kept any vehicle on any part of the Estate which has not been constructed for such use and not to park or keep on the Estate any trade or commercial vehicle exceeding 15cwt unladen weight or any untaxed or unroadworthy vehicle
13. No employees of the Lessor shall be under any obligations to furnish attendance or other use of their services to the Lessee and if any such services are rendered by any employee of the Lessor such employee shall be deemed to be the servant of the Lessee and accordingly the Lessor shall not be responsible therefore or for any matters arising therefrom
14. To use and require all others visiting the demised premises with the authority (express or implied) of the Lessee to use the main entrances stairways and passages of the Building as quietly as possible and without causing disturbance or annoyance to the other lessees or occupiers
15. Not to use any part of the Building (other than the demised premises) except for the purpose of ingress and egress via the main entrances stairways lift or passages leading to the demised premises
16. Not to do or permit the servants or licensees of the Lessee to do any damage whatsoever to any of the buildings on the Estate the fixtures fittings and chattels therein contained and the curtilage adjoining such buildings and forthwith on demand by the Lessor to pay to the Lessor the cost of making good any such damage

17. Regularly during the said term to cause all windows of the demised premises to be properly cleaned internally and to keep those windows at all times properly curtained in a style appropriate to a private residence
18. Not to employ any dismissed servant of the Lessor in or about the demised premises or the Building in any capacity whatsoever without first obtaining the consent of the Company
19. Not at any time to interfere with the external decorations or painting of the demised premises or any part of the Building.
20. To provide curtains or blinds to the windows of the demised premises
21. To clean the internal and external surfaces of the windows of the demised premises at least once a month

THE FOURTH SCHEDULE
THE SERVICE CHARGE

1. In this Schedule the following expressions have the following meanings respectively:
 - 1.1 "Total Expenditure" means all costs and expenses whatsoever incurred by the Lessor in any Accounting Period in carrying out its obligations under Clause 5 of this Lease including (without prejudice to the generality of the foregoing):
 - 1.1.1 The cost of employing managing agents (if employed)
 - 1.1.2 The cost of any accountant or surveyor employed to determine the Total Expenditure and the amount payable by the Lessee hereunder
 - 1.1.3 The cost of providing and carrying out such other or additional services and such other works in connection with the Building and/or the Estate as the Lessor in its absolute discretion may deem desirable or necessary

1.1.4 At its absolute discretion if considered to be appropriate or necessary by it to set aside such sums of money as the Lessor shall in its absolute discretion require to meet such future costs as the Lessor shall in its absolute discretion expect to incur of replacing maintaining and renewing those items which the Lessor covenants by this Lease to replace maintain or renew such sums of money to be held by the Lessor upon trust for the Lessee and owners or lessees of dwellings and to be applied solely in accordance with the provisions of this Lease

1.1.5 Any fees (legal or otherwise) properly incurred by the Lessor in collecting the Annual Rent and the Service Charge and Interim Charge and any other sums from the Lessee or any other owner or lessee of any other dwelling

1.1.6 Any interest paid on any money borrowed by the Lessor to defray any expenses incurred by it

1.1.7 Any costs and expenses (not referred to above) which the Lessor may incur in providing such other services and in carrying out such other works as the Lessor in its absolute discretion may deem desirable or necessary for the benefit of the Building and/or the Estate

1.2 "the Service Charge" means such percentage of the Total Expenditure as is specified in paragraph 5 of the Particulars or such other percentage as may be notified to the Lessee by the Lessor pursuant to Clause 10 of this Schedule

1.3 "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Lessor or their Agents shall specify at its discretion to be a fair and reasonable interim payment

2. In this Schedule any surplus accumulated from previous years shall not include any sums set aside for the purposes of Clause 1.1.4 of this Schedule

3. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be due on the day hereof to the 1st April or 1st October in any year first next occurring and thereafter the Interim Charge shall be paid to the Lessor by equal bi-annual instalments on the first day of April and October in every year in advance and in case of default the same shall be recoverable from the Lessee as rent in arrear

4. If the Interim Charge paid by the Lessee in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be accumulated by the Lessor and either
 - 4.1 credited to the account of the Lessee in computing the Service Charge in succeeding Accounting Periods as hereinafter provided
 - or
 - 4.2 (at the Lessor's discretion at any time or from time to time during the said term) set aside by the Company pursuant to Clause 1.1.4 of this Schedule

5. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus from previous years accumulated as aforesaid then the Lessee shall pay the excess to the Lessor within fourteen days of service upon the Lessee of the certificate referred to in the following Clause and in case of default the same shall be recoverable from the Lessee as rent in arrear **PROVIDED ALWAYS** that the Lessor may in its sole and absolute discretion at any time or from time to time during the term hereby granted recover the whole or any part of any such excess by withdrawing the same from any sums set aside by the Lessor pursuant to Clause 1.1.4 of this Schedule at any time after service on the Lessee of the relevant certificate to in the following Clause and provided that the Lessor shall have first notified the Lessee in writing that it intends to recover the relevant excess or part thereof in such manner

6. As soon as practicable after the expiration of each Accounting Period there shall be served upon the Lessee by the Lessor or its agents a certificate signed by the Lessor or its such agents containing the following information:

- 6.1 The amount of the Total Expenditure for that Accounting Period
- 6.2 The amount of the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus accumulated from previous Accounting Periods
- 6.3 The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge
7. The said certificate shall be conclusive and binding on the parties hereto in the absence of manifest error but the Lessee shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Lessor or its agents at any time within fourteen days after service of such certificate to inspect the receipts and vouchers relating to payment of the Total Expenditure
8. If at any time of the services specified in Clause 5 of this Lease become obsolete unnecessary or excessively costly in the opinion of the Lessor then the Lessor may in its discretion vary modify or discontinue the same
9. Any omission by the Lessor to include in any Accounting Period a sum expended or a liability incurred in that Accounting Period shall not preclude the Lessor from including such a sum or the amount of such liability in any subsequent Accounting Period as the Lessor shall reasonably determine
10. The Lessor may from time to time at its discretion in the event of any circumstances which it reasonably regards to be relevant vary the Service Charge percentage by the Lessee in such manner as the Lessor reasonably deems fair and appropriate upon giving to the Lessee written notice to that effect in which event the new Service Charge

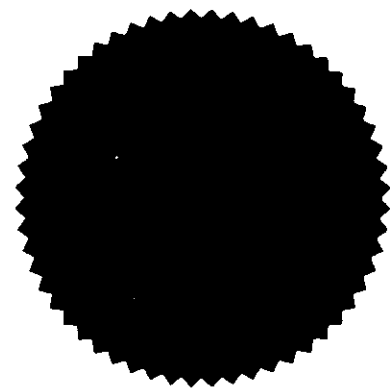
percentage specified in such notice shall forthwith take effect in substitution for the Service Charge percentage specified in paragraph 5 of the Particulars.

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £GLAISYERS

EXECUTED as a DEED)
By the **LESSEE**)
In the presence of)

EXECUTED as a DEED)
by the **LESSOR**)
in the presence of:-)

[Handwritten signature]
.....
[Handwritten signature]



EXECUTED as a DEED)
By the **COMPANY**)
in the presence of)

Authorised Signatories for Central Park (Birmingham)
Management Company (No.3) Limited
[Handwritten signature] (Director)
[Handwritten signature] (Co. Secretary)