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DATED 26 March 1993

we hereby certify CITYLIVING
that this is a true
copy of the original
Taubots and

LOUISE RACHEL SHERWOOD

LEASE

of

First Floor Flat 7 Hamilton Court and Parking Space PS7A

83-101 Trafalgar Road

Moseley

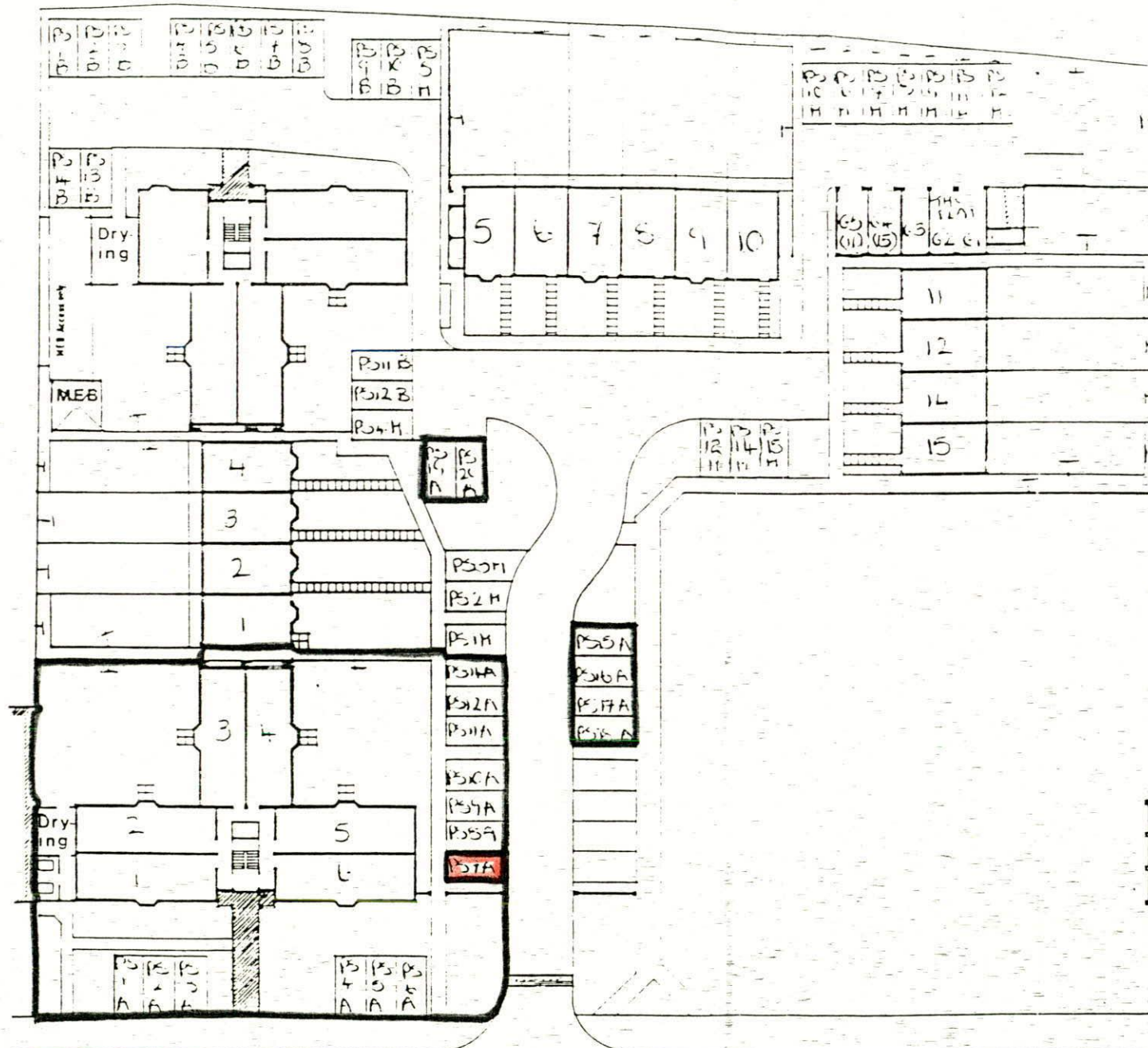
Birmingham

21-20
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THIS LEASE is made the 26th day of March One
Thousand Nine Hundred and Ninety Three BETWEEN CITY LIVING LIMITED whose
registered office is situate at Homelife House 26-32 Oxford Road Bournemouth Dorset
(hereinafter called "the Landlord") of the one part and the person whose name and address
appears in the First Schedule (hereinafter called "the Lessee") of the other party

WHEREAS:-

1. In this Deed unless the context otherwise requires:
 - 1.1 "The Landlord" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
 - 1.2 "The Lessee" includes the successors in title and personal representatives of the Lessee
 - 1.3 "The Estate" means the property described in the Second Schedule hereto
 - 1.4 "The Flats" means the flats forming part of the Estate and "Flat" has a corresponding meaning
 - 1.5 "The Reserved Property" means that part of the Estate not included in the Flats being the property more particularly described in the Third Schedule hereto
 - 1.6 "The Demised Premises" means the property hereby demised as described in the Fourth Schedule hereto
 - 1.7 "Owner" in relation to a Flat means in the case of a flat let or demised (otherwise than by way of Mortgage) by the Landlord the holder of the term created by that letting or demise



GROUND FLOOR PLAN

TRAFALGAR ROAD

DIRECTOR *Blair*

Rev C Reduced down to
1:500 MEB Sub
May station position
92 revised to easem-
ent plan

BY A MAP 1992 SCALE 1:500 BY 1992
BY A MAP 1992 SCALE 1:500 BY 1992

GROUND FLOOR/SITE PLAN

PROPOSED RESIDENTIAL DEVELOPMENT
83-101 TRAFALGAR ROAD
MOSELEY BIRMINGHAM FOR
CITY LIVING LIMITED

Jesson Sewell and Swadkins
Architects, Surveyors, Architectural Technicians
Landscape Consultants
276 Monument Road, Edgbaston, Birmingham B16 8DF
Tel: 021 454 1144

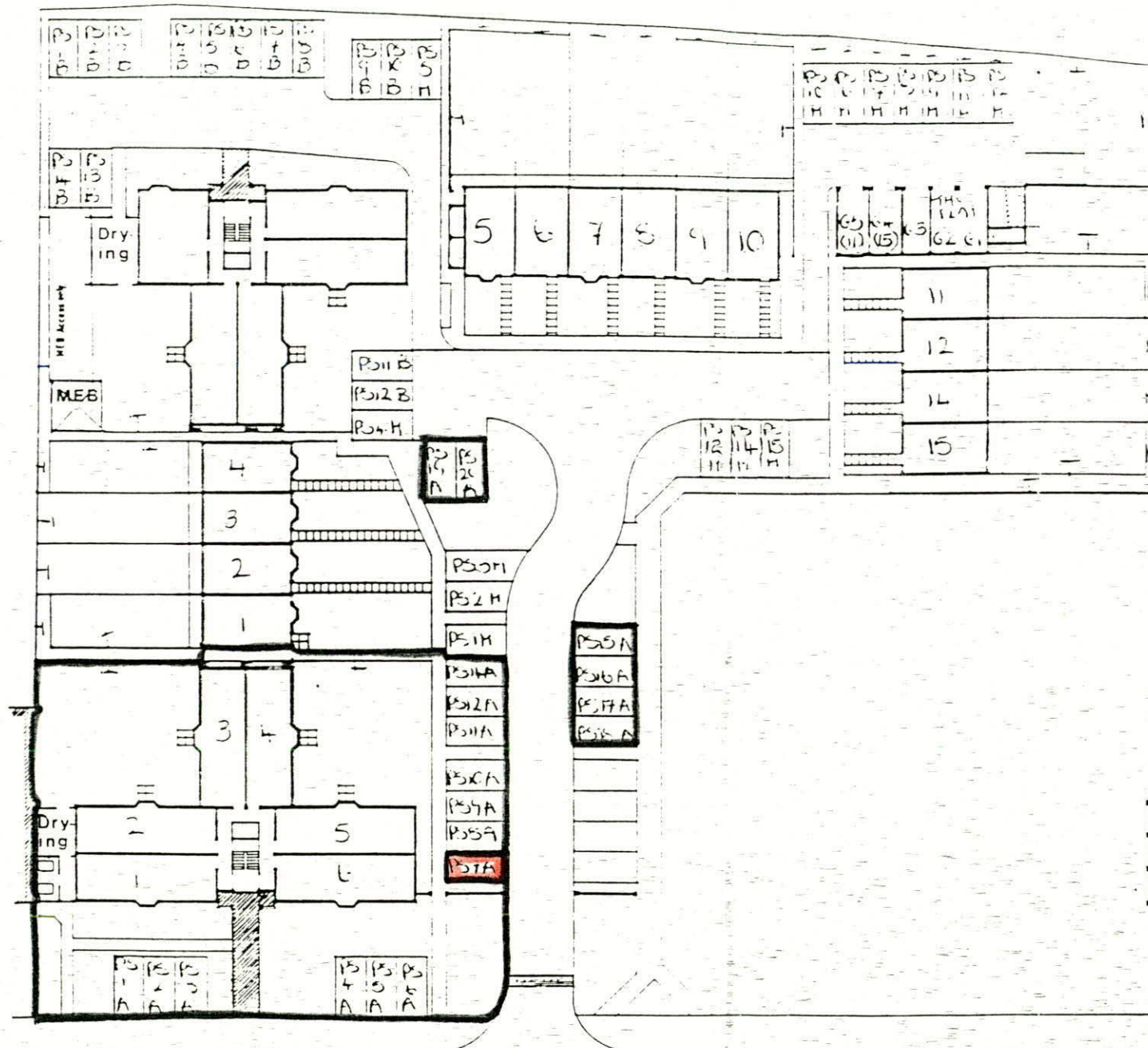
33 Colston Street, Sutton Coldfield, West Midlands B72 1SD
Tel: 021 354 8895

FEB 1992

IGRIMES

1:500

1/87 14 158



TRAFALGAR ROAD

GROUND FLOOR PLAN

DIRECTOR *Blair*

Rev C Reduced down to
1:500 MEB Sub
May station position
92 revised to easem-
ent plan

BY A MAP 1992 SAN AGE, BENCE BY 1992
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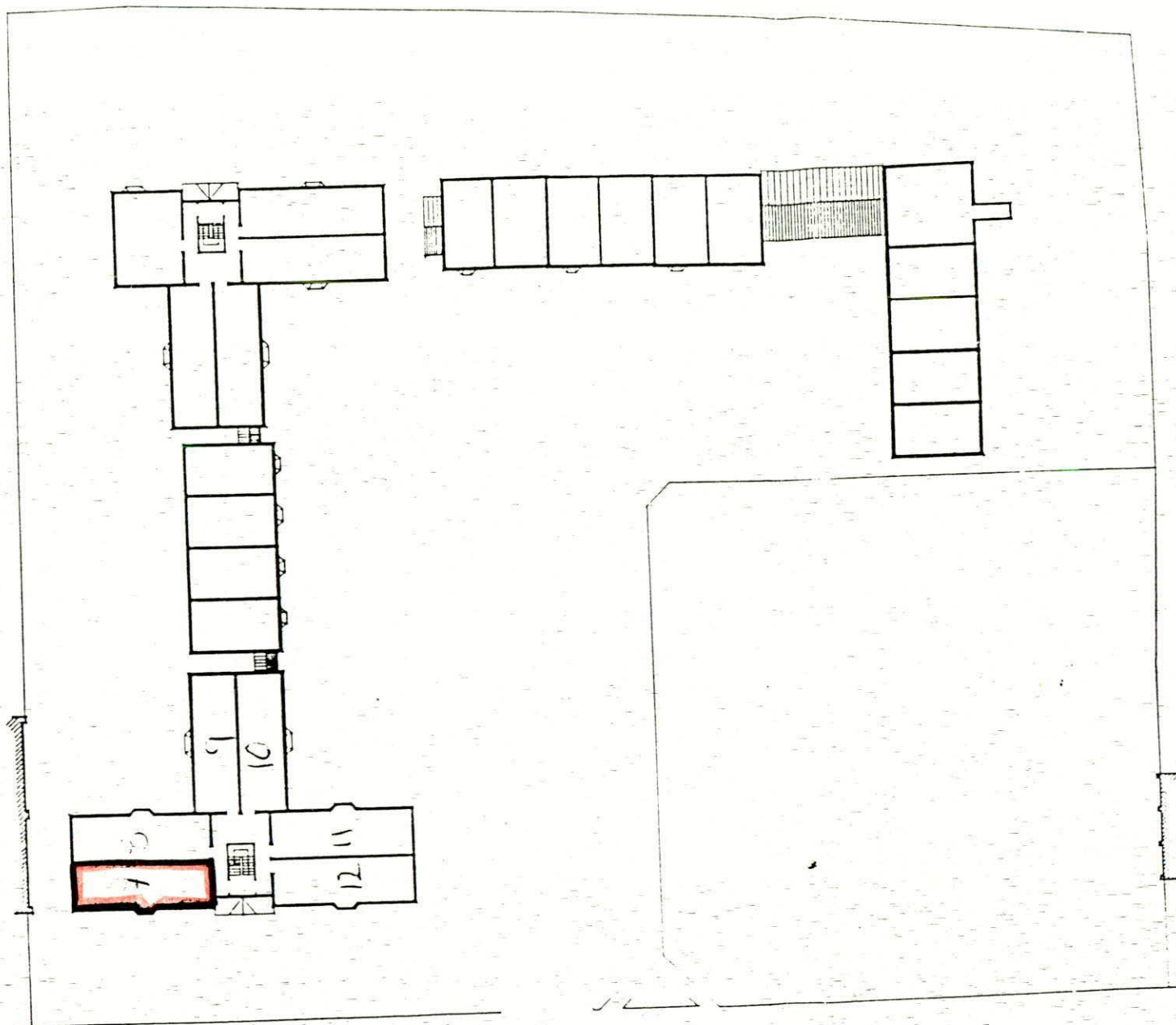
GROUND FLOOR/SITE PLAN

PROPOSED RESIDENTIAL DEVELOPMENT
83-101 TRAFALGAR ROAD
MOSELEY BIRMINGHAM FOR
CITY LIVING LIMITED

Jesson Sewell and Swadkins
Architect Surveyors Architectural Technicians
Landscape Consultants
276 Monument Road, 33 Colwell Street
Edgbaston, Sutton Coldfield
Birmingham B16 8DF West Midlands B72 1SD
Tel: 021 454 1144 Tel: 021 354 8895

FEB 1992 IGRIMES

1:500 187 14 158



FIRST FLOOR PLAN

DIRECTOR *Blair*
 DIRECTOR / SECRETARY *[Signature]*

Rev A Reduced down
 to 1:500 May 92

FIRST FLOOR PLAN

PROPOSED RESIDENTIAL DEVELOPMENT
 83-101 TRAFALGAR ROAD
 MOSELEY, BIRMINGHAM FOR
 CITY LIVING LIMITED

Jesson Sewell and Swadkins
 Architect, Surveyors, Architecture Technicians
 Landscape Consultants
 276 Monument Road, Edgbaston, Birmingham B16 8XJ
 Tel: 021 454 1144
 33 Coleridge Street, Sutton Coldfield, West Midlands B72 1SD
 Tel: 021 354 8895

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- 1.8 Where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally the masculine gender shall include the plural and vice versa
2. The Landlord is to be registered at H.M. Land Registry with an absolute freehold title under title number WM561478 as Proprietor of the Estate of which the Demised Premises form part
 3. The Landlord intends to demise all of the Flats in the Estate upon terms similar to those herein contained
 4. It is intended that upon any transaction by which the Landlord parts with the ownership of any Flat the person becoming the Owner of the Flat shall enter into a covenant with the Landlord to observe and perform in relation to that Flat stipulations in similar terms to those set out herein to the intent that the Owner of any Flat may enforce the observance by the Owner of any other flat of the said stipulations
 5. The Landlord has agreed with the Lessee for the grant to the Lessee of a Lease of the Demised Premises for the consideration at the rent and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of **Thirty Eight Thousand Nine Hundred and Fifty Pounds (£38,950)** now paid by the Lessee to the Landlord (the receipt whereof the Landlord hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Landlord **HEREBY DEMISES** unto the Lessee **ALL THAT** the Demised Premises **TOGETHER WITH** the rights set out in the Fifth Schedule hereto **BUT EXCEPTING AND RESERVING** unto the Landlord and its successors in title the rights set out in the Sixth Schedule hereto **TO HOLD** the same **UNTO** the Lessee from the First day of August 1992 for the term

of One Hundred and Twenty Five Years YIELDING AND PAYING therefor during the said term to the Landlord from the date hereof the yearly rent of Five Pounds (£5.00) such rent to be paid in advance without deduction on the First day of September in every year the first payment thereof being a duly apportioned amount to be paid on the date hereof

2. The Lessee **HEREBY COVENANTS** with the Landlord that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Seventh Schedule hereto
3. The Landlord **HEREBY COVENANTS** with the Lessee but not so as to bind itself after it shall have parted with the reversion of the Demised Premises immediately expectant on the determination of the term granted by this Lease that:
 - 3.1 The Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Demised Premises for the term hereby created without any interruption by the Landlord or any person lawfully claiming under or in trust for it
 - 3.2 If so required by the Lessee it will enforce the covenants similar to those contained in the Seventh Schedule hereto entered into or to be entered into by the owners of the other parts of the Estate with the Landlord upon the Lessee indemnifying the Landlord against the costs and expenses in respect of such enforcement and providing such security in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require
 - 3.3 That it will observe and perform the obligations on the Landlord's behalf set out in the Eighth Schedule hereto

3.4 That until such time as it shall have actually granted Leases of all of the flats on the Estate or if any Lease granted is surrendered until such time as a new Lease is granted the Landlord shall observe and perform the covenants restrictions and stipulations similar to those contained in this lease in respect of those unleased flats including the covenants as to repair but excluding the covenants to contribute towards the maintenance thereof

3.5 So long as there shall be any such unleased flats the Landlord will make payment by way of contribution towards the maintenance expenses referred to herein by paying in respect of such unleased flats such sum or sums as would be due in respect of such unleased flats under the provisions of Clauses 32 and 33 of the Seventh Schedule hereto

4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AND DECLARED that:

4.1 If the rents hereby reserved or any part thereof are unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

4.2 The Lessee shall not be entitled to any right of light or air which would interfere with the free use of adjoining or neighbouring premises of the Landlord for building or any other purposes

4.4 If at any time during the said term the Demised Premises shall be destroyed or damaged by fire so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy moneys refused by reason of any act neglect or default of the Lessee then and in any such case and so often as the same shall happen the rent hereinbefore reserved or a fair and just proportion thereof according to the nature and extent of the damage shall cease and be suspended until the Demised Premises shall be again rendered fit for occupation and use and in the case of any dispute or difference between the parties hereto touching this proviso the same shall be determined by a single arbitrator in accordance with the Arbitration Acts for the time being in force

4.4 Notwithstanding anything herein contained the Landlord shall not be liable to the Lessee his family servants visitors licensees or invitees nor shall the Lessee his family servants visitors licensees or invitees have any claim against the landlord in respect of

4.4.1 any interruption in any of the services herein mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof or other cause or by reason of mechanical or other defect or breakdown or inclement conditions or unavoidable shortage of fuel materials water or labour or

4.4.2 any act omission or negligence of any servant or agent of the landlord in or about the performance or purported performance of any duty relating to the provisions of the said services or any of them or

4.4.3 any injury to the lessee caused by any defect in or by the defective or negligent working of any lift or any other common service or amenity on the Estate

4.5 If the Lessee shall fail to pay the rents or any other sum due under the provisions of this Lease from the Lessee within Fourteen days of the date due (whether the same is formally demanded or not) the Lessee shall pay to the Landlord interest on the rents or other sum from the date when the same became due to the date on which it is paid and such interest shall be deemed to be rent due to the Landlord and shall be calculated at the rate of 4% per annum above National Westminster Bank Plc's base rate for the time being in force **PROVIDED THAT** nothing in this Clause shall entitle the Lessee to withhold or delay any payment of the rents or any other sums due under the provisions of this Lease after the date upon which they fall due to be paid by lessee or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) rights under the proviso for re-entry contained in this Lease

5. The Lessees (where more than one) **HEREBY DECLARE** as follows that they the Lessees shall hold the Demised Premises **UPON TRUST** for themselves as Joint Tenants/Tenant in Common so that the survivor of them is entitled/is not entitled to give a valid receipt for capital moneys arising on a disposition of the Demised Premises

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds £60,000

IN WITNESS whereof this Lease has been executed as a deed and has been delivered by the parties on the date above appearing

THE FIRST SCHEDULE

(Details of Lessee)

NAME: LOUISE RACHEL SHERWOOD

ADDRESS: 36 White Road Quinton Birmingham B32 2AE

THE SECOND SCHEDULE

(The Estate)

ALL THAT the land and premises situate at 83-101 Trafalgar Road Moseley Birmingham registered with absolute title at H.M. Land Registry under title number WM561478 and now known as Hamilton Court aforesaid shown edged green on the plan annexed hereto **TOGETHER WITH** the block of flats parking spaces driveways forecourts garden and amenity areas footpaths and boundary walls and fences erected or situate thereon or on some part thereof

THE THIRD SCHEDULE

(The Reserved Property)

FIRSTLY ALL THOSE the parking spaces driveways forecourts amenity areas gardens footpaths halls staircases landings passages lifts reception area refuse areas and any other communal rooms or amenities which are used in common or provided for the use or benefit of the owners of any two or more of the Flats or their visitors or guests **SECONDLY ALL THOSE** the main structural parts of the buildings comprising the Flats forming part of the Estate including the floors foundations and roof and external parts thereof (but not the glass of the windows or the front doors of the Flats nor the interior faces of such of the external walls separating each Flat) boundary walls and fences and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat

THE FOURTH SCHEDULE

(The Demised Premises)

FIRST ALL THAT First floor flat forming part of the Estate and known as Flat 7 Hamilton Court Trafalgar Road Moseley aforesaid shown for the purposes for identification only edged red on the plan annexed hereto **TOGETHER WITH** the car parking space numbered PS7A and edged red on the said plan **TOGETHER WITH** the ceilings and floors of the said Flat (to include the finishing surface but not any structural part) and all cisterns tanks sewers drains pipes and wires ducts and conduits used solely for the purpose of the Flat but for no other Flat **EXCEPT AND RESERVING** from this demise the main structural parts of the building of which the Flat forms part including the roof foundations and external parts thereof (but not the glass of the windows or the front door of the Flat nor the interior faces of such external walls as bound the Flat) and the roof space (if any) above the flat **PROVIDED THAT** the internal walls separating the Demised Premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such

THE FIFTH SCHEDULE

(Rights Included in the Demise)

1. The right in common with those specifically authorised by the Landlord and the owners of all Flats and all others having the like right to use for purposes only of access to and egress from the Demised premises all such parts of the Reserved Property first described in the Third Schedule hereto as afford access thereto
2. The right of passage and running of telephone electricity water and soil from and to the Demised premises through the cisterns tanks sewers drains pipes wires ducts and conduits in under or over other parts of the Estate.

3. The benefit of any covenants entered into by the owners of other parts of the Estate with the Landlord so far as such covenants are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee
4. All rights of support and protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises from and over any other part of the Estate
5. The right to use in common with the owners of all other Flats and their visitors and guests that part of the Reserved Property first described in the Third Schedule hereto subject to such reasonable rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe
6. Such rights of access to and entry upon the Reserved Property and the other parts of the Estate as are necessary for the proper performance of the Lessee's obligations hereunder
7. The right for the Lessee in common with the owners of the other Flats
 - 7.1 to place refuse from the Demised Premises in any receptacles provided by the Landlord in the refuse compound wherever from time to time situated on the Estate together with all necessary rights of way over the Estate for this purpose
 - 7.2 To connect any television set in the Flat with any aerial for the time being provided by or on behalf of the Landlord for the use or benefit of any owners of any two or more of the Flats

THE SIXTH SCHEDULE

(Rights to which the Demise is Subject)

1. All rights of support and protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Estate from and over the Demised Premises
2. Such rights of access to and entry upon the Demised Premises by the Landlord and the owners of the other parts of the Estate as might be necessary from time to time for the inspection and the proper performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained upon reasonable notice given except in the case of emergency
3. The burden of the covenants by the Landlord with the owners of other parts of the Estate so far as such covenants are intended to bind the Demised Premises or the Lessee
4. The right of passage and running of telephone electricity water and soil from and to other parts of the Estate through any cisterns tanks sewers drains pipes wires ducts and conduits in under or over the Demised Premises
5. A right on foot only for the owner or owners or occupiers for the time being of the adjoining houses numbered 1 and 2 on the plan hereto over the pathway shown coloured yellow on the plan annexed hereto which falls within the land edged green on the said plan in order to gain access to and egress from the said houses numbered 1 and 2

THE SEVENTH SCHEDULE

(Covenants by the Lessee with the Landlord)

1. The Lessee shall pay the reserved rent and all other sums due hereunder on the days and in the manner herein mentioned
2. The Lessee shall pay all existing and future rates taxes assessments outgoings and charges whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or upon the Landlord or any owner or occupier in respect thereof
3. The Lessee shall and will to the reasonable satisfaction in all respects of the Landlord's surveyors keep the Demised Premises and additions thereto in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same damage by fire and other insured perils as hereinafter provided excepted and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects
4. The Lessee shall pay a fair proportion of the expenses of repairing the party walls bounding the Demised Premises as defined herein
5. The Lessee shall before carrying out repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Estate give reasonable notice (and except in cases of extreme urgency at least forty eight hours notice) in writing to the occupier of that part of the Estate. The Lessee shall on giving such notice be entitled to carry out those repairs or works and in doing so to have any required access to that other part of the Estate

but shall act carefully and reasonably doing as little damage as possible to any part of the Estate and making good all damage done

6. The Lessee shall every fifth year of this demise and in the last three months hereof paint with two coats of good quality paint in a workmanlike manner all the wood iron and other parts of the Demised Premises usually or which ought to be painted and shall in addition emulsion or paper all such parts as are usually or ought to be so treated
7. The Lessee shall clean the insides of the windows of the Demises Premises at least once in every month
8. The Demised Premises being so well and substantially repaired sustained maintained upheld and kept at the end or sooner determination of the said term and Lessee will peaceably surrender and yield up the same unto the Landlord together with all fixtures fittings and other things which at any time during the said term shall be affixed fastened or annexed to the erections buildings or improvements aforesaid or any part thereof (except tenants fixtures and fittings capable of being removed without causing any damage to the Demised Premises)
9. The Lessee will pay to the Landlord on demand all expenses (including legal costs and surveyors fees) which may be reasonably incurred by the Landlord or otherwise become reasonably payable by the landlord under or in contemplation of any proceedings in respect of the Demised Premises or any part thereof under Section 146 or 147 of the Law of Property Act 1925 in the preparation of service of any notice thereunder notwithstanding that forfeiture is waived or avoided otherwise than by relief granted by the Court
10. The Lessee shall permit the Landlord with or without workmen and others at reasonable times in the day and upon not less than seven days written notice (except in the case of emergency) to enter upon and examine the condition of the Demised

Premises and the Landlord may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and requiring the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of that notice proceed diligently with the execution of those repairs or works then the Landlord may enter upon the Demised Premises and execute the same and the costs shall be a debt due by way of further or additional rent to the landlord from the Lessee and shall (together with interest as previously referred to) be recoverable forthwith

11. The Lessee shall not make any structural alterations to the Demised Premises and shall not make any non-structural alterations in the Demises Premises without the approval in writing of the Landlord to the plans and specifications such approval not to be unreasonably withheld and the Lessee shall make those alterations only in accordance with those plans and specifications when approved. The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken
12. The Lessee shall not do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owner or occupier of any other Flat or in any way to behave in such a manner as to cause offence to the Landlord or to such owners or occupiers or whereby any insurance for the time being effected on the Estate or any part thereof (including the Demised Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs and expenses incurred by the Landlord in abating a nuisance in obedience to a notice served by a competent Authority

13. The Lessee shall not allow any clothes washing laundry or articles posters signs or boards to be displayed on the external part of the Demised Premises or in the windows thereof or on or in the Reserved property except only with the written consent of the Landlord
- 14 The Lessee shall not keep or allow to be kept in the Demised Premises any domestic pets or animals or birds or reptiles of whatever kind without first obtaining the written consent of the Landlord such consent not to be unreasonably withheld and the Lessee shall not allow any dog or cat to be exercised in the ground of the Estate and shall keep any dog on a lead whilst within the Reserved Property
- 15 The Lessee shall not keep or place or permit to be kept or placed outside the windows of the Demised Premises any blinds flower pot or window box
- 16 No piano gramophone wireless loud speaker television set or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the owners lessees and occupiers of the other Flats comprised in the Estate or so as to be audible outside the Demised Premise
- 17 The Lessee will at all times keep the windows of the Demised Premises suitably curtained and keep covered all the floors (excepts those of the kitchen and bathroom) with good sound-deadening carpet or other covering so as to prevent disturbance or annoyance to the owners Lessees and occupiers of the other Flats comprised in the Estate.
18. The Lessee shall not cut injure or in any way interfere with the flowers plants trees or natural or decorative growths on or in the Reserved property
19. The Lessee shall not park or allow to be parked on any part of the Estate any motor vehicle except a private motor car on a parking space for short periods

20. The Lessee shall not erect maintain or operate (a) any industrial plant or machinery in or on the Demised Premises; or (b) any external wireless or television aerial without the Landlord's written consent
21. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done on or in respect of the Demised Premises (whether by the landlord Lessee or occupier) and shall keep the Landlord indemnified against all claims demands and liabilities in respect thereof
22. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Demised premises which contravene the provisions of the Town and Country Planning Acts 1948-1990 or any enactment amending or replacing them
23. The Lessee shall permit the Landlord and the owners or occupiers of the other Flats to have access to and enter upon the Demised Premises as often as it may be reasonable for them to do so in fulfilment of their obligations hereunder or under covenants in the Leases of the other Flats similar to those herein contained any such person exercising such rights making good any damage occasioned to the Demised Premises
24. The Lessee shall not use the Demised Premises or any part thereof nor permit the same to be used for any illegal or immoral purpose nor shall any trade or business be carried on nor shall any boarders or lodgers be taken and the Lessee shall use the Demised Premises for the purposes of a single private residence only
25. The Lessee shall comply with and observe any reasonable regulations which the Landlord may consistently with the provisions of this Lease make to govern the use of the Demised Premises and the Reserved Property. Such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities. Any costs or expenses incurred by the Landlord in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Estate or in

providing services to the lessee and other owners of the Flats or in employing House Managers caretakers porters or other servants shall be deemed to have been properly incurred by the Landlord in pursuance of the Landlord's obligations under the Eighth Schedule hereto notwithstanding the absence of any specific covenants by the landlord to incur them and the lessee shall keep the Landlord indemnified from and against the Lessee's due proportion thereof under Clause 31 of this Schedule

26. The Lessee during the said term or at any time thereafter shall not assign transfer or part with possession of a part only of the Demised Premises or underlet the whole of the Demised Premises nor assign transfer or part with possession of the whole of the Demised Premises or consent to any such assignment transfer or parting with possession of the whole to any person or persons whomsoever without the written consent of the Landlord obtained at the Lessee's expense such consent not to be unreasonably withheld
27. The Lessee shall on completion of this Lease become a member of the Management Company being Hamilton Court (Moseley) Management Company Limited and shall on disposition of this Lease ensure that any purchaser(s) shall become a member of the said Management Company
28. No agents boards or "For Sale" boards shall at any time during the first two years from the date hereof be erected or displayed on any part of the Estate thereafter permission shall be required of the Landlords for the erection of the said "For Sale" boards (such permission not to be unreasonably withheld or delayed)
29. The Lessee shall within Twenty-one days of the date of every assignment transfer grant of probate or administration assent mortgage charge discharge order of Court of other event given notice thereof in writing to the landlord or its solicitors and pay a registration fee of £30

30. The Lessee shall pay and contribute to the Landlord by way of further and additional rent a proportion of the costs expenses and outgoings incurred by the Landlord in and incidental to carrying out the Landlord's obligations under the Eighth Schedule hereto such proportion to be determined by the Landlord in its absolute discretion according to the number of Flats on the Estate (and any extension or enlargement of the Estate from time to time)

31.1 The Lessee shall half yearly in advance on the 1st September and 1st March in each year pay to the Landlord or to whom the Landlord may specify such reasonable sum as the Landlord or its managing agent (if any) shall consider appropriate on account of the said proportion payable by the Lessee of the costs expenses and outgoings incurred by the Landlord as aforesaid

31.2 The Lessee shall within 21 days of the receipt by the Lessee of the account prepared pursuant to Clause 15.3 of the Eighth Schedule hereto pay to the Landlord or to whom the Landlord may specify any further amount due from the Lessee to the Landlord for the accounting period to which the account relates

31.3 The Lessee shall on execution hereof pay to the Landlord on account of the Lessee's obligations under Clause 30 of this Schedule in advance or appropriate part of the said proportion of costs expenses and outgoings apportioned on a daily basis to the next half-yearly payment date

32. The Lessee shall upon any transaction disposition or event involving a change or a contract for a change in the ownership of the Demised Premises ensure that the person becoming or contracting to become as a result of that transaction disposition or event the owner of the Demised premises enters into a direct covenant with the Landlord to observe and perform the obligations on the part of the Lessee contained in the Schedule and in particular this Clause

THE EIGHTH SCHEDULE

(Covenants on the Part of the Landlord)

1. The Landlord shall pay all existing and future rates taxes assessments outgoings and road charges now or hereafter imposed on or payable in respect of the Estate other than the Flats
2. The Landlord shall keep all buildings for the time being on the Estate insured with a reputable Insurance Office to be stipulated by the Landlord against loss or damage by fire aircraft explosion storm tempest and (so far as insurable) act of war or accident or by any other peril within the usual comprehensive policy of the insurers to the full costs of rebuilding plus Fifteen per cent for professional fees and at least Two years loss of ground rent and shall make all payments necessary for those purposes and shall at the expense of the Lessee supply a copy of or produce to the Lessee the policy of insurance and the receipt for the latest premium and shall as often as any of the buildings are destroyed or damaged by any insured peril as soon as practicable rebuild or reinstate the said buildings in accordance with the bye-laws regulations and planning development schemes of any competent Authority
3. The Landlord shall keep the Reserved property and all fixtures and fittings therein and all additions thereto and the boundary walls and fences in a good and tenantable state of repair decoration and condition inside and out throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold whenever necessary for whatsoever reason rebuild reconstruct and replace the same
4. The Landlord shall in every Fourth year of this demise and in the last three months thereof paint with at least two coats of good quality paint in a workmanlike manner all the wood iron and other external parts of all buildings for the time being on the

Estate usually or which ought to be so painted and shall in addition emulsion and treat all such other parts as are usually or as ought to be so treated.

5. The Landlord shall in every succeeding Fifth year of this demise and in the last three months thereof paint with at least two coats of good quality paint in a workmanlike manner all wood iron and other internal parts of the Reserved Property usually or which ought to be painted and shall in addition emulsion and treat all such parts as are usually or as ought to be so treated
6. The Landlord shall at all times during the said term maintain the gardens of the Estate in neat and tidy order and properly planted and all grass cut regularly and shall replace such of the shrubs and plants as may die or require replacing and will keep the drains and watercourse thereof in good condition and further will lop top or remove any trees thereon which may become dangerous or die. And shall repair and replace when necessary all boundary and other walls posts pales iron and other rails fences and hedges of the said gardens and grounds and shall maintain and repair the access ways paved areas and paths together with the appurtenant gullies drains sewers lighting standards cables and verges and other appurtenances and amenities of the Estate in good order and condition
7. The Landlord shall keep the halls staircases landings passages lifts reception area refuse areas and any other communal rooms or amenities forming part of the Reserved property properly cleaned and in good order and shall keep adequately lighted all such parts as are normally lighted or as should be lighted and shall keep carpeted and re-carpeted all such parts as are normally carpeted or should be carpeted.
8. The Landlord shall once in every month clean the outside of all the windows of the buildings on the Estate and the insides of all the windows on the Reserved Property

9. The Landlord shall provide a dustbin or other adequate receptacle for rubbish for the use of the Lessee and shall arrange for the disposal of rubbish deposited therein by the Lessee
10. The Landlord shall pay the cost of running servicing maintaining repairing renewing and insuring
 - 10.1 the passenger lift and machinery; and
 - 10.2 the television receiving aerials installed used or capable of being used by any two or more of the Flats
11. The Landlord shall pay a fair proportion of the expenses of repairing and maintaining all party walls and fences bounding the Reserved Property
12. The Landlord
 - 12.1 may employ and engage such servants agents and contractors as it considers necessary or desirable for the performance of its obligations under this Schedule and pay their wages commission fees and charges; and
 - 12.2 may employ and engage Auditors and Managing Agents and charge to the accounts the costs of the Auditors and the fees and expenses of the Managing Agents for the collection of the rents and service charges of the Flats and the general management of the Estate
 - 12.3 may until such Managing Agents (if any) are employed under the preceding sub-clause hereof charge a Management fee to each Lessee
13. The Landlord shall before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (and except in cases of extreme urgency at least seven days notice) in writing to the Lessee The Landlord shall on giving such notice be entitled to carry

out those repairs or works and in doing so to have any required access to the Demised Premises but shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done

14. The Landlord shall so far as it considers practicable equalise the amount from year to year of its costs and expenses incurred in carrying out its obligations under this Schedule by charging against such costs and expenses in each year and carrying to a reserved fund or funds and in subsequent years expending such sums as are reasonable by way of payments whether certain or contingent and whether obligatory or discretionary

14.1 if and so far as any moneys received by the Landlord from the Lessee during any year by way of contribution to the Landlord's said costs and expenses are not actually expended by the Landlord during that year in pursuance of this Schedule the Landlord shall hold those monies upon trust to expend them in subsequent years in pursuance of this Schedule and subject thereto upon trust for the Lessee absolutely

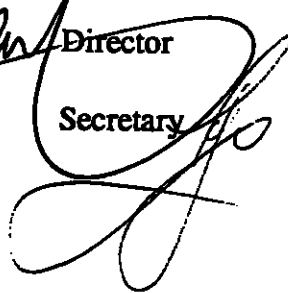
15.1 The Landlord shall keep proper books of account of all costs expenses and outgoings incurred by it in and incidental to carrying out its obligations under this Schedule including the cost of procuring borrowing or providing any sums which exceed the monies for the time being held by the Landlord on account and shall as soon as practicable after the 1st September in each year cause to be prepared a certificate of the expenditure for the immediately foregoing year such certificate to be prepared by the Landlord's auditors or accountants acting as experts and not as arbitrators (the Certificate)

15.2 A copy of the Certificate for each financial year may be inspected by the Lessee at the Offices of the Landlord or its managing agents (if any) and the Certificate will contain a summary of the said costs expenses and

outgoings incurred by the Landlord in the financial year to which it relates together with a summary of the relevant details and figures forming the basis of the service charge and the Certificate (or a certified copy thereof signed by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

- 15.3 As soon as practicable after the preparation of the Certificate the Landlord will furnish the Lessee with an account of the service charge payable by the Lessee for the year in question due credit being given to the Lessee for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be payable by the Lessee the amount or any balance of the service charge or there shall be allowed by the Landlord against any subsequent service charge payment due from the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require

The COMMON SEAL of CITY LIVING LIMITED
was hereunto affixed in the presence of:-

 Director
 Secretary