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DATED

14TH April

1992

LEASE

**MAX THOMAS FAMILY HOLDINGS
LIMITED**

(1)

YOZO HIRAYAMA

(2)

relating to

**69B Regents Park Road
London NW1**

**Tarlo Lyons
Watchmaker Court
33 St. John's Lane
London EC1M 4DB**

RECEIVED BY THE REGISTRAR
10/11/92
DATE 5 DAY OF 11/1/92

REGISTRAR
57 THE CENTRAL STREET
BIRMINGHAM
BIRMINGHAM B1 1AA

1301061/928012

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

LONDON BOROUGH : London Borough of Camden
PART OF TITLE NUMBER : 217,785
PROPERTY : 69 Regents Park Road London NW1

130
C22/1

THE PARTICULARS

1. DATE OF THIS LEASE : 14TH April 1992
2. THE LESSOR : MAX THOMAS FAMILY HOLDINGS LIMITED of 559A Green Lanes Harringay London N8
3. THE LESSEE : YOZO HIRAYAMA of 69A Regents Park Road London NW1
4. THE BUILDING : ALL THAT the freehold land and buildings situate thereon and known as 69 Regents Park Road as the same is registered at H.M. Land Registry with Title Absolute under the Title Number above referred to
5. THE FLAT : Flat Number 69B being on the Second Floor of the Building
6. THE CONSIDERATION : Thirty Eight Thousand Pounds
7. THE TERM : Ninety nine years from 25th day of December 1991

THIS LEASE is made the day and year referred to in Paragraph 1 of the Particulars hereto **BETWEEN** the Lessor referred to in Paragraph 2 of the Particulars hereto (hereinafter called "the Lessor") of the first part and the Lessee named in Paragraph 3 of the Particulars hereto (hereinafter called "the Lessee") of the second part

WHEREAS:-

(A) In this Lease unless the context otherwise requires:

- (1) "the Lessor" shall include the person or persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
- (2) "the Lessee" includes two or more joint Lessees their survivor or survivors and the successors in title and assigns of the Lessee
- (3) the obligations of joint Lessees shall be joint and several
- (4) words importing only the masculine gender shall include the feminine gender and neuter and the singular number shall include the plural and vice versa
- (5) references to any Act of Parliament Order Regulations or Direction shall be deemed to be references to that Act Order or Direction as from time to time amended extended or re-enacted
- (6) "the Building" for the purposes of this Lease shall be construed to refer solely to the building (containing the Demised Premises) described in Paragraph 4 of the Particulars hereto
- (7) "the Demised Premises" means the flat forming part of the Building which is hereby demised and is referred to in Paragraph 5 of the Particulars hereto and which is more particularly described in the First Schedule hereto

(8) "the Shop" means the commercial premises situate on the ground floor of the Building

(9) "Insured Risks" means

(i) risks in respect of loss or damage by fire lightning explosion aircraft and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest flood bursting or overflowing of water tanks apparatus or pipes impact by road vehicles subsidence landslip and heave in the full rebuilding value for the time being of the premises including Three Years' rack-rent of the premises and Architect's Surveyor's and other professional fees and incidental expenses consequent upon rebuilding or reinstating

(ii) such other risks or insurance as from time to time may be reasonably required by the Lessor

(10) "Interest" shall mean interest at the rate of 4 per cent above the National Westminster Bank Plc base lending rate for the time being in force

(B) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises for the consideration and at the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH:-

1. IN pursuance of the said agreement and in consideration of the sum referred to in Paragraph 6 of the Particulars hereto now paid to the Lessor by the Lessee (receipt whereof the Lessor hereby acknowledges) and of the rents hereinafter reserved and the covenants on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the easements rights and privileges more particularly specified in

the Third Schedule hereto EXCEPT AND RESERVING unto the Lessor the lessees or occupiers of the Shop and the other Flat within the Building and his or their respective servants agents and licensees the easements rights and privileges more particularly specified in the Fourth Schedule hereto TO HOLD the Demised Premises unto the Lessee for the term referred to in Paragraph 7 of the Particulars hereto YIELDING AND PAYING therefor (1) the yearly rent as specified in the Second Schedule hereto payable in advance on the first day of January in each and every year without any deductions with the first payment or a proportionate part thereof to be made on the execution hereof (2) by way of additional rent the total premium or premiums (whether or not increased by any act or omission of the Lessee) which the Lessor shall from time to time expend in effecting or maintaining insurance of the Demised Premises in respect of the Insured Risks such sum or sums so payable to be paid to the Landlord forthwith on written demand (3) if the said rent and additional rent shall be in arrears for 14 days or more after having become due Interest thereon from the date due to the date of actual payment (as well after as before any judgment)

2. THE LESSEE HEREBY COVENANTS with the Lessor to observe and perform the covenants conditions and restrictions specified in the Fifth and Sixth Schedules hereto

3. THE LESSOR HEREBY COVENANTS with the Lessee to observe and perform the covenants and obligations specified in the Seventh Schedule hereto

4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:-

- (i) all walls and other structures forming a boundary between the Demised Premises and any other premises are party structures (hereinafter called "party structures")
- (ii) If any rents hereby reserved or any part thereof shall be unpaid for 21 days after the same shall have become due (whether any formal demand therefor shall have been made or not) or if any of the covenants obligations or restrictions on the Lessees part herein contained shall not be performed or observed it shall be lawful for

the Lessor or any person authorised by him at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess and enjoy the same and thereupon this demise shall absolutely determine but without prejudice to any rights of action or remedy of the Lessor in respect of any breach or non-observance of the covenants on the part of the Lessee herein contained

- (iii) That any Assessment Certificate Demand for payment or Notice required to be made upon or given to the Lessee shall be well and sufficiently made or given if sent by the Lessor or its agents through the post by prepaid letter addressed to the Lessee at his last known address or addressed to the Lessee at the premises or left for the Lessee at the premises and any Notice requiring to be given to the Lessor shall be in writing and shall be well and sufficiently given if sent by the Lessee through the post addressed to the Landlord at its Registered Office in accordance with Section 196 of the Law of Property Act 1925 as amended by the provisions of the Recorded Delivery Service Act 1962 and any Demand or Notice sent by prepaid post shall be deemed to have been delivered in the usual course of post

- (iv) That nothing herein contained shall by implication of law or otherwise operate or be deemed to confer upon the Lessee any easement right or privilege whatsoever over or against any adjoining or neighbouring property which now belongs to or hereafter shall belong to the Lessor either for an estate in fee simple or for a term of years which would or might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or neighbouring property and that the Lessor shall have the right at any time to make such alterations to or to pull down rebuild or redevelop any adjoining or neighbouring property as it may deem fit without obtaining any consent from or making any compensation to the Lessee on account thereof

- (v) That nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or building not comprised in these presents but not so as substantially to interfere with or affect the quiet enjoyment and use of the premises by the Lessee
- (vi) That in the event of the Demised Premises or any part thereof at any time during the term being damaged or destroyed by fire or any other of the insured risks so as to be unfit for occupation and use then and so long as the Policy or Policies of insurance for the time being in force shall not have been vitiated or payment of the Policy monies withheld or refused in whole or in part in consequence of any act neglect or default of the Lessee or the servants agents licensees or invitees of the Lessee the rent hereby firstly reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation the said proportion to be assessed in default of agreement between the parties hereto by an independent surveyor to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party hereto who shall act as an arbitrator within the meaning of the Arbitration Acts 1950 and 1979 Provided further that if it shall be impracticable for the Lessor to rebuild or reinstate the premises in accordance with paragraph 2 of the Seventh Schedule hereof then either party may serve on the other at any time after such destruction notice in writing to determine this Lease whereupon this Lease shall forthwith determine (but without prejudice to any antecedent rights of either party against the other) and all monies received under the policy of insurance (other than those relating to loss of rent which shall belong absolutely to the landlord) shall be divided between the Lessor and the Lessee according to the value at the date of such destruction of their respective interests in the premises (upon the assumption notwithstanding the suspension of rent that rent would continue to be payable) (to be determined in default of agreement by a single valuer appointed on the application of either party hereto by the

President for the time being of the Royal Institution of Chartered Surveyors)

(vii) That any dispute arising as between the Lessee and the Lessor or the other tenants or occupiers of adjoining or neighbouring property as to any easement right or privilege in connection with the user of the premises and the adjoining or neighbouring property or as to the party structures or as to the amount of any contribution towards the expenses of work or services used in common with any other property shall be decided by an independent Surveyor whose decision shall be final and binding on the parties hereto and who shall in default of agreement be appointed on the application of the party hereto by the President for the time being of the Royal Institution of Chartered Surveyors and who shall act as an arbitrator within the Arbitration Act 1979

(viii) If any dispute shall arise between the parties hereto with regard to the construction or effect of this Lease or any provision hereof or otherwise in connection with the Demised Premises then subject to any contrary provision contained herein such dispute shall be determined by a single arbitrator appointed (in the absence of agreement) by the President for the time being of the Law Society in accordance with the provisions of the Arbitration Act 1950

SB on the parties *RIN*
Sgt is hereby certified that the transaction hereby effected does not form part of a lease transaction or series of transactions in respect of which the aggregate amount or value of the consideration is £250,000 or more

IN WITNESS whereof the parties hereto have duly executed this Lease the day and year first above written

THE FIRST SCHEDULE above referred to
The Demised Premises

ALL THAT the Flat and its appurtenances numbered and situated as referred to in Paragraph 5 of the Particulars hereto as the same is more particularly delineated but by way of identification only on the Plan annexed hereto ("the Plan") and thereon

shown edged red and comprising (without prejudice to the generality of the foregoing):

- (i) all parts of the Building internally and externally up from and including the upper half of the joists of the floor of the second floor level of the Building including the roof and chimney stack thereof and all gutters and downpipes affixed thereto
- (ii) all sewers drains and water courses pipes cables wires ducts conduits cisterns tanks radiators sanitary ware and all other fixtures and fittings incorporated within the Flat which serve the Flat exclusively
- (iii) All the parts of the roof and chimney stack (if any) above the landing (shown coloured blue on the plan annexed) but not the said landing or the structural walls thereof

THE SECOND SCHEDULE above referred to
Yearly Rent

- (i) During the first thirty three years of the term hereby granted the yearly rent of **ONE HUNDRED POUNDS (£100.00)**
- (ii) during the second thirty three years of the term hereby granted the yearly rent of **TWO HUNDRED POUNDS (£200.00)**
- (iii) During the remainder of the term hereby granted the yearly rent of **FOUR HUNDRED POUNDS (£400.00)**

PROVIDED THAT should the yearly rent herein reserved at any time during the term hereby granted be of an amount whereby for the purpose of any legislation for the time being in force it would be unlawful to charge a premium on assignment of this Lease there shall be substituted therefor for so long only as such yearly rent causes the effect aforesaid a yearly rent which is £1 below that yearly rent at which it becomes unlawful to charge the premium aforesaid

THE THIRD SCHEDULE above referred to
Easements Rights and Privileges Granted to the Lessee

1. The right in common with the lessees owners and occupiers of the other Flat in the Building and all others having the like right for the Lessee to go pass and repass on foot along those parts of the Building shown coloured blue on the plan annexed hereto
2. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or may at any time hereafter be in or under or upon any part of the Building for the service of the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
3. The benefit of covenants and restrictions similar to those herein contained imposed by the Lease of the other Flat and of the Shop in the Building upon the owners thereof so far as such covenants and restrictions 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. The right of support shelter and protection and other easements or quasi-easements as presently enjoyed by the Demised Premises from the Building
5. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any part of the Building other than the Flat as necessary and remain therein for such reasonable time as necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless reasonable notice in writing has previously been given to the tenant or tenants affected thereby and to the Lessor except in the case of emergency

THE FOURTH SCHEDULE above referred to
Exceptions and Reservations out of this Demise

1. Easements rights and privileges over along and through the Demised Premises equivalent (Mutatis Mutandis) to those set forth in paragraphs two and four of the Third Schedule hereto
2. The right for the Lessor his surveyors servants or agents and the owners or occupiers of the Shop and the other Flat in the Building their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs or alterations to or building or rebuilding on any part of the Building or any adjoining premises or to any cisterns tanks sewers drains gutters pipes wires cables ducts and conduits or other things serving any part of the Building or any adjoining premises and of complying with their respective obligations either hereunder or under any covenants relating to the Shop and the other Flat in the building the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice in writing has previously been given to the Lessee except in cases of emergency
3. All rights of light and air and all other easements or rights which may interfere with the full user by the Lessor of the remainder of the Building for building and development generally or for any other purpose whatsoever
4. All such other rights and easements and quasia easements over the Demised Premises as now belong to or are enjoyed by any other part of the Building or any part of any adjoining or neighbouring land
5. The right for the Lessor from time to time to make add or amend reasonable regulations for the preservation of the amenities of the Building or any part thereof and the general convenience of the occupiers of the flats forming part of the Building

THE FIFTH SCHEDULE before referred to
Covenants and Obligations to be observed and performed
by the Lessee

The Lessee hereby covenants with the Lessor

- (1) to pay the said yearly rent and the additional rent during the said term at the times and in the manner aforesaid without any deduction
- (2) to pay value added tax (or any other tax of a similar nature) on the rent and additional rents reserved and on any other sum which the Lessee is required to pay the Lessor or in respect of which there is an indemnity under the terms of this Lease
- (3) to pay on demand to the Lessor or other the lessee owner or occupier of the Shop or the other Flat in the Building incurring such cost such reasonable contribution (to be assessed by the Lessor's surveyor in case of dispute) of the cost of maintaining cleansing repairing constructing rebuilding and renewing such parts of the Building and all party walls party structures fences drains roads pavements and other things the use of which is common to the Demised Premises and other premises (including the Shop and the other Flat in the Building) and such services (if any) as the Lessor shall from time to time provide for the benefit of the Demised Premises such assessment to be conclusive and binding on the parties hereto AND such contribution shall in default of payment in 14 days of demand be recoverable as rent in arrear with Interest from the date due to the date of actual payment
- (4) to pay and discharge and keep the Lessor indemnified from and against all rates taxes assessments charges impositions and outgoings (including without prejudice to the generality of the foregoing charges for gas and electricity) which may at any time during the said term be assessed charged or imposed upon the Demised Premises or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the

Building as a whole to pay to the Lessor by way of additional rent on demand the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Demised Premises

- (5) to keep the Demised Premises and all additions thereto and the Lessors fixtures and fittings (if any) sanitary apparatus and appurtenances installed therein or affixed thereto (and for the avoidance of doubt and without prejudice to the generality of the aforementioned matters such items as are referred to in Clause 4(i) of this Lease as are located in or on or form part of the Demised Premises) well and substantially repaired cleansed maintained and renewed and to replace from time to time all Lessors fixtures fittings (if any) any appurtenances in the Demised Premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term
- (6) in every seventh year of the said term and in the last year of the said term howsoever the same is determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner all internal parts of the Demised Premises heretofore or usually painted or decorated
- (7) in every fifth year of the said term and in the last year of the said term howsoever determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner and to a colour previously approved in writing by the Lessor all the external parts of the Demised Premises heretofore or usually painted or decorated
- (8) not to make or permit or suffer to be made any addition or alteration not of a structural nature to or in the Demised Premises or any part thereof nor to make any waste nor cut maim injure or remove any of the party or other walls or structures or the principal or bearing timbers or iron steel or other supports thereof without first obtaining

the written permission of the Lessor such consent not to be unreasonably withheld

- (9) not to make any alteration or addition to or in or remove or replace the whole or any part of the plumbing drainage electrical systems serving or running in or under or through the Demised Premises without first obtaining the previous consent in writing of the Lessor which shall not be unreasonably withheld
- (10) to keep all baths lavatories cisterns waste soil and other pipes and media connected to the Demised Premises clean and open and not to suffer dirt rubbish rags or other refuse to be thrown or dropped therein and to keep all exposed water pipes connected to the Demised Premises reasonably protected from frost and also to clean the inside and outside of all windows of the Demised Premises as may be necessary
- (11) to permit the Lessor and his servants and others with his authority at all reasonable times by appointment (except in an emergency when no such appointment shall be necessary) to enter the Demised Premises and examine the state of repair condition and decoration thereof and to take an inventory of the Lessor's fixtures and fittings (if any) then in and about the same and to repair and make good all defects or wants of repair and decoration of which notice in writing shall be given by the Lessor to the Lessee within one calendar month (or sooner in the case of an emergency) after the giving of notice and if the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair or decoration of the Demised Premises it shall be lawful for the Lessor (without prejudice the right of re-entry under the provisions herein contained) to enter upon the Demised Premises and repair or decorate the same at the expense of the Lessee in accordance with the covenants and provisions of this Lease and the expenses of such repairs or decorations shall be a debt due from the Lessee to the Lessor and shall be repaid on demand

- (12) at the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessor all and singular the Demised Premises together with all additions thereto and all Lessors fixtures and fittings (if any) therein in good and substantial repair and condition
- (13) to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed or any other regulations to be directed or required by any local public or other competent authority to be executed at any time during the said term upon or in respect of the Demised Premises whether by the Lessor or the Lessee and keep the Lessor indemnified against all claims demands and liabilities arising therefrom and to pay any costs incurred by the Lessor in abating any nuisance at the Demised Premises
- (14) not to permit any owner or occupier of any adjoining or adjacent premises to make any encroachment on the Demised Premises acquire any right of light or airway water drainage or other easement over the Demised Premises or the Building but forthwith to inform the Lessor of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the Demised Premises or the Building and to do all acts and things which may be necessary or expedient to prevent the acquisition of any encroachment right or easement
- (15) not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the Demised Premises
- (16) to pay to the Lessor all 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 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court or in connection with the preparation and service of a Schedule of Dilapidations (whether during the term or at the end or sooner

determination of the said term) and the supervision of the works scheduled thereon

(17) forthwith after service upon the Lessee of any notice affecting the Demised 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 with the Lessor at the Lessor's expense in making such objections or representations to any such person body or authority as the Lessor considers desirable and to join with the Lessor in any such appeal against any order or direction affecting the Demised Premises as the Lessor may consider desirable

(18) not at any time to assign transfer sub-let charge or part with the possession or occupation of part only of the Demised Premises

(19) within one month after the date of any instrument purporting to transfer charge dispose of or affect the Demised Premises or after the date of the grant of any probate letters of administration order of court or other instrument effecting or evidencing a devolution of title as regards the said term to produce a certified copy of the same to the Lessors Solicitors for the purposes of registration with the Lessor and to pay such Solicitors in respect of each document such sum as they shall reasonably require being not less than £25.00 for each document together with Value Added Tax at the rate current at the date of production as aforesaid

(20) to pay all reasonable costs and expenses of the Lessor and including all Solicitors and Surveyors costs incurred in granting or refusing any consent required in connection with this Lease

(21) to comply with and observe any restrictions in addition to those contained in the Sixth Schedule hereto which the Lessor may reasonably make to govern the use of the Demised Premises and the remainder of the Building

(22) to make good all damage caused through the act or default of the Lessee or of any servant or agent or visitor of the Lessee:

- (i) to any part of the Building or to the appurtenances or the fixtures and fittings thereof and
- (ii) to any other occupier or Lessee of the Building and their licensees

and in each case to keep the Lessor indemnified against all claims expenses and demands in respect thereof

(23) not at any time during the continuance of the term hereby granted to do or omit or permit to be done or omitted anything on the Demised Premises the doing or omission of which shall be a contravention of the Town and Country Planning Acts and to indemnify the Lessor against all actions proceedings damages penalties costs charges claims and demands in respect of such acts or omissions or any of them

(24) 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 Demised Premises or the remainder of the Building or any part thereof or which may cause any increased premium to be payable in respect of any such policy or policies and to indemnify the Lessor and/or the other Lessee against any increased or additional premium which by reason of any act or default of the Lessee may be required for effecting or keeping up any such insurance and in the event of the Demised Premises or the remainder of the Building or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time during the said term and the insurance money under such policy or policies of insurance being wholly or partially irrecoverable by reason solely or in part of any act of default of the Lessee then and in every such case the Lessee will forthwith repay to the Lessor the whole or as the case may be a fair proportion of the cost of rebuilding and reinstating the same and any dispute as to

the proportion to be so contributed by the Lessee or otherwise in respect of or arising out of this provision shall be referred to a single arbitrator to be appointed by the president for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Acts 1950 and 1979

THE SIXTH SCHEDULE above referred to
Restrictions to be observed by the Lessee

1. Not to use the Demised Premises nor permit the same to be used for any purpose liable or which may grow to cause a nuisance disturbance damage annoyance or misery to the Lessor or the occupier of the other flat in the Building or any adjoining or neighbouring premises or for any illegal or immoral purpose
2. Not to make or suffer or permit any other person to make any noise in the Demised Premises or play any musical instrument or make any musical or other sound audible outside the Demised Premises between the hours of midnight and 7.00a.m.
3. Not to use or suffer or permit anyone else to use in the Demised Premises any electrical device which has no effective suppressor fitted thereto
4. Not to affix anything nor place any advertisement or notice of any description in the windows or on the outside walls or doors of the Demised Premises
5. Not to bring in or allow to remain in the Demised Premises any item which may in the opinion of the Lessor (whose decision shall be final) overload or cause strain or damage to the structure of the Building
6. Not to keep or permit or suffer anyone else to keep in the Demised Premises any oil petrol or other inflammable substance or materials save for normal and usual domestic use

7. To minimise the noise transmitting propensities of pianofortes radios gramophones televisions sewing machines washing machines spin dryers and like articles in the Demised Premises
8. To keep shut the entrance door of the Demised Premises and the Building except when such door is in use for the purposes of ingress and egress

THE SEVENTH SCHEDULE above referred to
Covenants by the Lessor with the Lessee

1. That the Lessee paying the rents and other sums hereby reserved and performing and observing the covenants conditions restrictions and agreements herein contained and on the Lessees part to be performed and observed shall and may peaceably and quietly 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 him
2. (a) If and so long as and to the extent that the Lessee shall pay the sums due as additional rent under Clause 1 hereof as aforesaid to insure and (unless the insurance so effected shall become void or voidable through or by reason of any neglect or default of the Lessee or the Lessee's servants or agents) to keep insured the Building (including the Lessor's fixtures and fittings but not the contents) against loss or damage by the Insured Risks in some Insurance Office or Underwriters of repute in the full rebuilding or replacement value thereof subject nevertheless to such excess as the Insurance Office or Underwriter may from time to time impose in respect of any class of risk or damage under the policy of insurance effected and in case of destruction or damage by any of the Insured Risks unless payment of any monies payable under any Policy of insurance shall be refused either in whole or in part by reason of any act neglect or default of the Lessee or the Lessee's servants agents licensees or invitees to apply all Policy monies received under or by virtue of any of such insurance as aforesaid in rebuilding or reinstating the premises with all possible speed and for that purpose

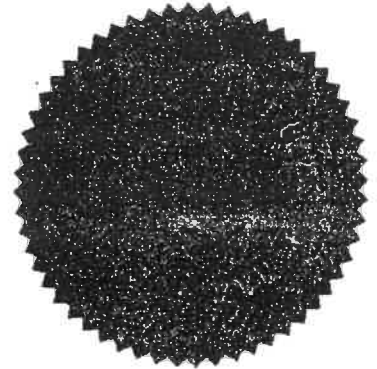
the Lessor and its Surveyors and workmen and other shall be at liberty to enter the premises to execute all necessary works

- (b) To produce to the Lessee on demand a copy of the Lessor's Policy of insurances and receipt for the last premium
3. During such period (if any) during the term hereby created as the Shop or the other Flat in the Building shall not be subject to a Lease or Leases containing covenants in respect of repair and contribution to costs incurred in respect of things the use of which is in common (including that contained in paragraph (3) of the Fifth Schedule) and as regards the other Flat only restrictions and stipulations similar (mutatis mutandis) to those contained in these presents the Lessor will at its own expense when required so to do effect all such repairs to the Shop or other Flat (as the case may be) not subject to a Lease aforesaid as may be requisite for the support and protection of the Demised Premises subject to the payment of any due contribution by the Lessee (in respect only of those matters referred to in paragraph (3) of the Fifth Schedule hereto and so far as applicable) and will in respect of the other Flat observe and perform such covenants restrictions and stipulations in so far as aforesaid similar to those contained in these presents
 4. That every Lease granted hereafter of the other Flat within the Building granted by the Lessor shall contain covenants on the part of the tenant thereof similar (mutatis mutandis) to those contained in these presents (including that contained in paragraph 1 (3) of the Fifth Schedule and every Lease granted by the Lessor hereafter of the Shop within the building shall contain covenants for the repair thereof and for contribution similar (mutatis mutandis) to those contained in these presents
 5. At the request and cost of the Lessee and upon being fully indemnified by the Lessee against such cost to enforce the covenants in the Lease entered into by the lessee of the Shop and the other Flat in the Building provided that the

Lessor may require the Lessee to lodge reasonable security against such costs prior to enforcing such covenants

THE COMMON SEAL of MAX THOMAS
FAMILY HOLDINGS LIMITED
was hereunto affixed in the
presence of:-

)
)



[Redacted signature]

Director

[Redacted]

[Redacted signature]

Secretary