

BUNKERS

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F. O'Gorman Esq.,
75 Davigdor Road,
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East Sussex. BN3 1RA

Our reference JEC/3/JAH/O'Gorman

Your reference

15th April, 1987

Dear Mr. O'Gorman,

Re: Ground Floor Flat, 45 Marine Parade, Brighton

I enclose the following for your consideration:

- a) Contract
- b) Draft lease.
- c) Pre contract enquiries with the vendors replies.

The contract is in an acceptable form and requires no comment from me other than to draw your attention particularly to the provisions of Clause 9 thereof.

Turning now to the lease. You will be paying £46,000-00 for a 99 year lease of the Ground Floor Flat the term dating from 25th March, 1987. The extent of the flat is shown on the plan annexed to the lease. You will, of course, be solely responsible for maintaining and repairing the interior of the flat to the extent described in Clause 2(ii) commencing at the end of page 7.

Outgoings will comprise the usual general and water rates, ground rent at the rates specified at the end of page 4 and a proportion of all sums spent by the Lessors in maintaining the roof main structure foundations and common parts of the building and insuring the building. I have asked the vendors solicitors to state the amount of the initial estimated service charge referred to on page 5 and I will let you know as soon as I hear as to this but as you will see from Clause 6 on page 14 the actual proportion for which you will be liable is calculated on a rateable basis.

The obligations which will be binding upon you as lessee are clearly defined, as are the lessors obligations. The Second Schedule contains the rules and regulations imposed by the lessors governing the day to day use and enjoyment of the flat.

The vendors replies to my pre contract enquiries are clear enough so far as they go but in essence you are required to satisfy yourself as to the condition of the property - the vendors are not prepared to give any warranties in this regard. You will see that details of the current buildings insurance have been supplied together with copies of maintenance accounts for the past four years to give you

Continued

Other offices at:

32 Keymer Road Hassocks West Sussex BN6 8AL
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some indication of the current level of maintenance expenditure.

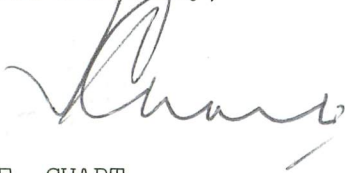
You are, of course, aware that the vendors are not prepared to give any undertakings to carry out the work specified in your Surveyor's Report but have said that their clients will give an undertaking to the effect that all works necessary and at present in hand will be carried out at their own expense.

Please read the enclosures through very carefully and let me know if there are any points on which you are not clear. If you are satisfied and wish to proceed with your purchase you may care now to sign the Agreement (between the pencil crosses) and return it to me un-dated with the other documents herewith and either a Building Society cheque or Bank draft for £4,600-00 in favour of the vendors solicitors, Messrs. Talbot Creggy & Co., to cover the deposit payable when contracts are exchanged.

I have not received the result of our local search and I would not advise exchanging contracts until it is to hand unless the sellers are prepared to exchange contracts subject to the search proving satisfactory.

When you reply would you please let me know the position with regard to your mortgage arrangements.

Yours sincerely,



J.E. CHART