

These are the notes referred to on the following official copy

Title Number MS334724

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 1st June 1992

MANAGEMENT LEASE

BIDSTON COURT MANAGEMENT COMPANY LIMITED

LEES LLOYD WHITLEY

S O L I C I T O R S

We certify this to be a
true copy of the original

Lees Lloyd Whitley

LEES LLOYD WHITLEY
Solicitors

MS 2184794

BIDSTON COURT MANAGEMENT COMPANY LIMITED

H M LAND REGISTRY

Land Registration 1925 to 1986

M A N A G E M E N T L E A S E

County or District
(Or London Borough)

MERSEYSIDE/WIRRAL



Title Number

MS324290

Property

Bidston Court Upton Road Cloughton
Birkenhead Wirral Merseyside

THIS LEASE is made on

1st June

1992

between:

(1) The Lessor

SECOND NORTH PROVINCIAL PROPERTY

COMPANY LIMITED of 22 Oriel Chambers

14 Water Street Liverpool L2 8TD

(2) The Lessee

BIDSTON COURT MANAGEMENT LIMITED of

22 Oriel Chambers 14 Water Street

Liverpool

1. THE Lessor demises to the Lessee the property described in Schedule 1 hereto ("the Premises") for a term of 999 years from 1st April 1992 YIELDING AND PAYING THEREFOR during the said term the yearly rent of One Penny (if demanded)

2. THE Lessee covenants with the Lessor that it will observe and perform the obligations on its part set out in Schedule 2 hereto

3. THE Lessee covenants with the Lessor to indemnify it against all liability arising from the future breach or non-observance of any



COLOUR

restrictive covenants referred to in the charges register of the above mentioned title insofar as they relate to the Premises.

4. THE Lessor covenants with the Lessee that the Lessee shall have quiet enjoyment of the Premises against the Lessor and all persons claiming title through the Lessor

5. IF at any time there shall be a breach of any of the Lessee's covenants herein contained the Lessor shall be entitled (in addition to any other rights) to re-possess the whole or any part of the Premises and this Lease shall immediately terminate without affecting the Lessor's rights to sue the Lessee for any breach of covenant

6. WHERE the context so admits the expression "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created and the expression "the Lessee" shall include the successors in title of the Lessee

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series or transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £250,000.00

SCHEDULE 1

ALL THOSE pieces or parcels of land forming part of the Lessor's Estate at Bidston Court Upton Road Claughton Birkenhead Merseyside included in the above title and comprising the grounds, drives, footpaths and forecourts coloured blue on the attached plan and other parts of the buildings known as Bidston Court and coloured pink on the plan annexed hereto forming part of the Estate which are used in common by the owners or occupiers of any two or more of the flats and also the main structural parts of the building

A

garages and parking spaces known as Midton Court aforesaid cross batched black on the plan including roofs, foundations, and external parts (but not the glass of the windows of the flats nor the interior faces of such of the external walls of the main building as bound the flats) and all cisterns, tanks, sewers, drains pipes, wires, ducts, shafts and conduits not used solely for the purpose of one flat and the roof timbers but so that all internal walls separating the Premises from any other part of the said Estate shall be party walls and shall be used repaired and painted as such

EXCEPTING AND RESERVING to the Lessor and all persons authorised by it:

- (a) the right to use for access and egress all parts of the Premises;
- (b) the right of passage of running of electricity, water and soil through the sewers, drains, pipes, wires, ducts and conduits comprised in the Premises;
- (c) all rights of support and other easements and all quasi easements, rights and benefits of a similar nature now enjoyed or intended to be enjoyed over the Premises;
- (d) the right to enter the Premises at reasonable times and after giving reasonable notice (except in case of emergency) so far as may be necessary for the purposes of inspecting, cleaning, maintaining, repairing and renewing any property or services comprised in the Estate, but causing as little damage as possible and making good any damage caused.

SCHEDULE 2

1. The Lessee shall pay all existing and future rates taxes assessments charges and outgoings whether parliamentary local or otherwise

now or hereafter imposed or charged upon the Premises or any part thereof or upon the Lessor or Lessee in respect thereof

2. The Lessee shall to the full satisfaction in all respects of the Lessor's Surveyor for the time being keep or cause to be kept the buildings for the time being of the Premises and all other parts thereof inside and out and all fixtures and fittings therein and all additions thereto and the boundary walls and fences (if any) and the grounds, drives, parking areas, footpaths and forecourts belonging to the Premises in a good and tenantable state of repair decoration and condition through 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 or replace the same and shall repaint the exterior of the said buildings as and when the Lessor shall reasonably require with materials of good quality and a colour approved by the Lessor and shall yield up the premises at the determination of this demise in that good and tenantable state of repair and decoration and condition and in accordance with the terms of this covenant in all respects

3. The Lessor may enter and examine the Premises at reasonable times and serve on the Lessee notice of any necessary repairs or decorations for which the Lessee is liable. If the Lessee does not within two months after the service of such notice commence the execution of those repairs or decorations and proceed diligently therewith the Lessor may execute them and the cost shall be a debt due from the Lessee to the Lessor.

4. The Lessee shall keep all buildings for the time being on the Premises insured through an agency approved by the Lessor in the joint names of the Lessor and the Lessee against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war and accident or

by any other peril within the usual comprehensive Policy of the Insurers to the full cost of rebuilding plus not less than ten per cent for professional fees in some insurance Office approved by the lessor and shall produce to the lessor on demand the Policy or Policies of Insurance and REceipt or Receipts for the latest premium or premiums and shall rebuild and reinstate the said buildings whenever destroyed or damaged by fire or aircraft or any other peril applying all monies received by virtue of any such insurance in the first place towards such rebuilding and make good any deficiency.

5. The Lessee shall not assign or underlet the premises or any part thereof

5. The Lessee shall not do or permit or suffer to be done on the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the lessor or its Lessees or Tenants or the occupiers of any adjoining property

6. The Lessee shall not make any structural alterations or structural additions to the Premises nor erect any buildings thereon or remove any of the Lessor's fixtures and fittings

7. The Lessee shall do all such works as under any Act of Parliamentary Bye Law Regulations or rule of law are directed or necessary to be done on or in respect of the Premises (whether by landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

THE COMMON SEAL OF

SECOND NORTH PROVINCIAL PROPERTY COMPANY LIMITED

was hereunto affixed

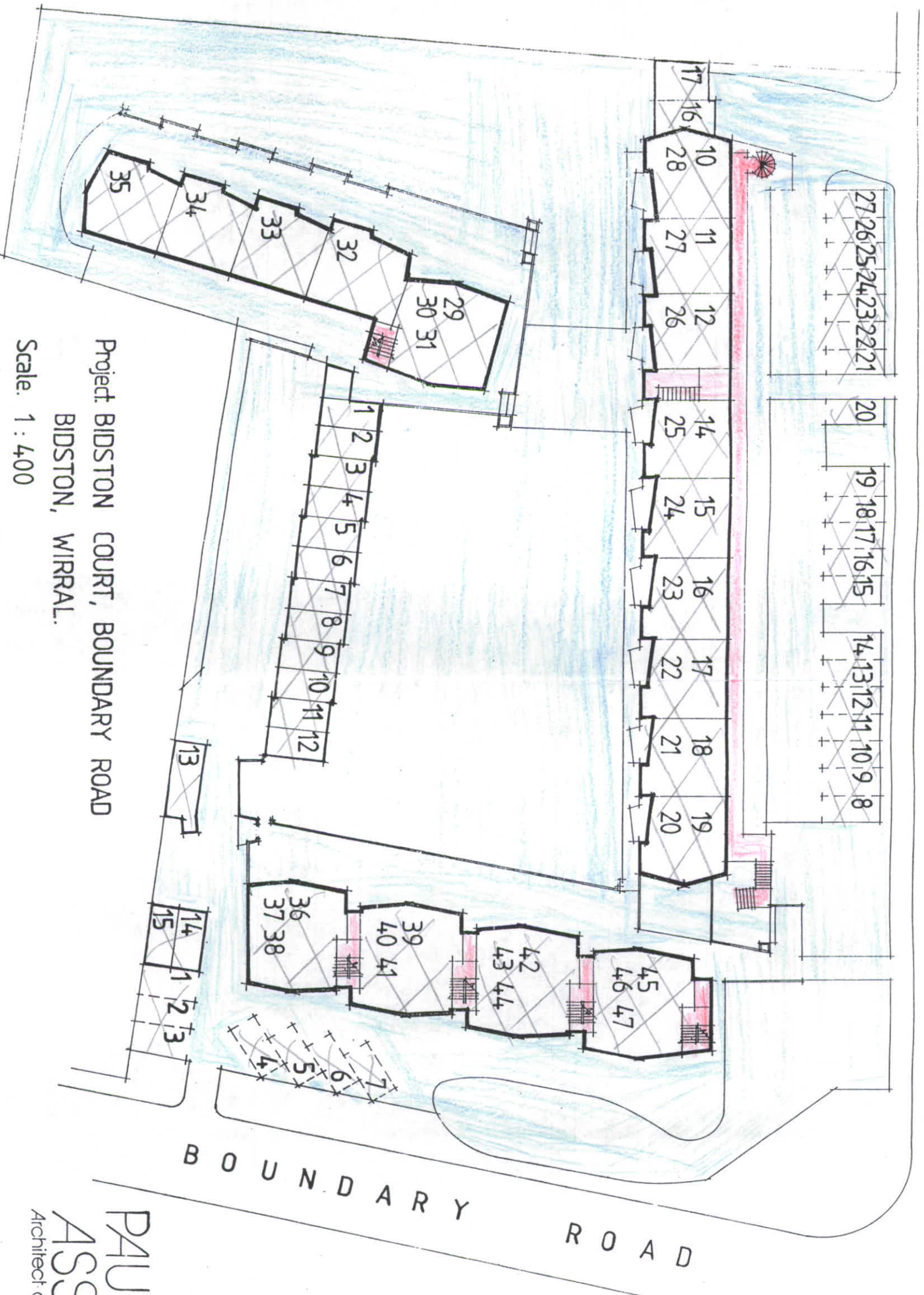
in the presence of:



.....
(Director)

.....
(Secretary) C. Director.

UPTON ROAD



Project: BIDSTON COURT, BOUNDARY ROAD
 BIDSTON, WIRRAL.
 Scale. 1 : 400
 Date. APRIL 1992.

PAUL YOUNG
 ASSOCIATES
 Architect and Landscape Architect
 2 Euston Grove Oxtun Merseyside
 L43 4TY
 051 652 9604