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Title Number MS577123

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WE HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE ORIGINAL HART BROWN SOLICITORS
33 HIGH STREET, COBHAM, SURREY KT11 3BS

DATED 3 September 2010

- (1) <u>LUCKLAW ESTATES L'IMITED</u>
- (2) BIDSTON COURT MANAGEMENT COMPANY LIMITED
- (3) PAUL WILLIAM AUGER and JILL AUGER

LEASE

- of -

Flat 19, Bidston Court Upton Road Claughton Birkenhead Merseyside





Brecher

Heron Place 3 George Street London W1U 3QG Tel: 020 7563 1000 Fax: 020 7486 7796

Ref: EG/CS/L150-13

LR1.	Date of lease	2010	
	Date of rease	3 September 2010	
LR2.	Title number(s)	LR2.1 Landlord's title number(s)	
		MS324290	
		LR2.2 Other title numbers	
LR3.	Parties to this Lease	Landlord	
		LUCKLAW ESTATES LIMITED (company no. 00804602) whose registered office is at Greentree, Ascot Road, Holyport, Berks SL6 2JB Tenant PAUL WILLIAM AUGER AND JILL AUGER both of Ewhurst, Linersh Wood Road, Bramley, Guildford, Surrey GU5 OEF Other Parties – Management Company	
		Bidston Court Management Company Limited (company no. 02654997) whose registered office is at Greentree, Ascot Road, Holyport, Berks SL6 2JB	
LR4.	Property	In the case of a conflict between this Clause and the remainder of this Lease then, for the purposes of registration, this Clause shall prevail. As specified in Schedule 3 of this Lease and defined in this lease as the "Premises".	
LR5.	Prescribed statements etc	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.	
	•	None	

	LR5.2	This Lease is made under, or by reference to, provisions of:	
	None		
Term for which the Property is leased		n as specified in this Lease at	
Premium	FORTY NINE THOUSAND POUNDS (£49,000.00)		
Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions.		
Rights of acquisition etc	LR9.1	Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	
	None		
	LR9.2	Tenant's covenant to (or offer to) surrender this Lease	
	None LR9.3	Landlord's contractual rights to acquire this Lease	
	None		
Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	None		
Easements	LR11.1	Easements granted by this Lease for the benefit of the Property	
	As specif	fied in Schedule 4 of this Lease	
D	LR11.2	Easements granted or reserved by this Lease over the Property for the benefit of other property	
	As specif	ied in Schedule 5 of this Lease	
Estate rentcharge burdening the Property	None		
Application for standard form of restriction	None	,	
	Premium Prohibitions or restrictions on disposing of this Lease Rights of acquisition etc Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property Easements Estate rentcharge burdening the Property Application for standard form	Premium Prohibitions or restrictions on disposing of this Lease Rights of acquisition etc Rights of acquisition etc LR9.1 None LR9.2 None LR9.3 None Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property Easements LR11.1 As specification for standard form None LR11.2	

LR14. Declaration of trust where there
is more than one person comprising the
Tenant

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

THE LAND REGISTRY

County & District : Merseyside Wirral

Title Number : MS324290

Property : Bidston Court Upton Road Claughton

Birkenhead CH43 7PA

THIS LEASE is made on

3 September

2010

BETWEEN:

(1) the Landlord Lucklaw Estates Limited (Company Number

00804602) whose registered office is at Greentree

Ascot Road Holyport Berkshire SL6 2JB

(2) the Company Bidston Court Management Company Limited

(Company Number 02654997) whose registered

office is at Greentree Ascot Road Holyport

Berkshire SL6 2JB

(3) the Tenant Paul William Auger and Jill Auger of Ewhurst,

Linershwood Road, Bramley, Guildford, Surrey

GU5 0EF

1. IN this deed where the context admits:

- (a) "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
- (b) "the Tenant" and "the Company" include the successors in title of the Tenant and the Company as applicable
- (c) "the Development" means the property described in Schedule 1
- (d) "the Flats" means the flats and/or maisonettes and/or houses and the car parking spaces and/or garages allotted to them forming part of the Development and "Flat" has a corresponding meaning
- (e) "the Flat Tenants" means the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years

- (f) "the Lettable Flats" means any premises forming part of the Development that are capable of being let and occupied as a single private dwelling (except the Premises and the Reserved Property).
- (g) "the Reserved Property" means the part of the Development not included in the Flats and being the property more particularly described in Schedule 2
- (h) "the Premises" means the Property hereby demised which is described in Schedule 3 including for the purposes of obligation as well as grant the ceilings floors beams cisterns tanks sewers drain pipes wires ducts and conduits specified in Schedule 3
- (i) "the Residence" means that part of the Premises which is first described in Schedule 3
- (j) "Owner" in relation to a Flat (including the Premises) 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 and in the case of a Flat not so let or demised the Landlord and "ownership" in relation to a Flat has a corresponding meaning
- (k) where the Tenant is more than one person then the obligations of the Tenant are joint and several
- 2. 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 and as a separate covenant with the Company to observe and perform in relation to that Flat stipulations in similar terms to those set out in Schedule 6 to the intent that the owner of any Flat may enforce the observance by the owner of any other Flat of the said stipulations
- 3. IN consideration of FORTY NINE THOUSAND POUNDS (£49,000.00) paid by the Tenant to the Landlord (the receipt of which the Landlord acknowledges) and of the rent and covenants on the part of the Tenant herein reserved and contained the Landlord with full title guarantee but subject to Clause 10 of this Lease HEREBY DEMISES to the Tenant the Premises with the rights set out in Schedule 4 but as to those rights SUBJECT to and upon the condition expressed in the last Clause of that Schedule TO HOLD unto the Tenant for a term of 999 years from 1 April 1992 paying during the term the yearly rent of fifty pounds (£50.00) payable in advance by half yearly instalments on the 1st January and the 1st July in each year SUBJECT to the rights set out in Schedule 5 (which so far as not already affecting the Landlords estate in the Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Tenant hereinafter contained and to the matters contained or referred to in the registers of title number MS 324290
- 4. THE Tenant covenants with the Landlord and as a separate covenant with the Company to observe and perform the obligations set out in Schedule 6
- 5. THE Tenant covenants with the Landlord to indemnify it against all liability arising from any breach or non-observance by the Tenant of any of the matters contained or

- referred to in the register of title number MS 324290 insofar as they are still subsisting and capable of taking effect and relate to the Premises
- 6. THE Company covenants with the Tenant that subject to and upon the condition expressed in the last Clause of Schedule 7 it will observe and perform the obligations set out in that Schedule
- 7. THE Landlord covenants with the Tenant that it will observe and perform the covenants set out in Schedule 9
- 8. THE Tenant paying the rent hereby reserved and performing and observing the covenants on the part of the Tenant herein contained shall peaceably hold and enjoy the Premises for the term hereby created without any interruption by the Landlord or any person lawfully claiming under or in trust for it
- 9.(a) THE parties apply to the Chief Land Registrar to enter a restriction on the register to the effect that no transfer of this lease shall be registered without the consent of the Company
 - (b) The Company will grant such consent provided the provisions of Clause 14 of Schedule 6 have been complied with
- 10. IF at any time the whole or any part of the rent shall be unpaid for twenty one days after becoming due whether lawfully demanded or not or if any of the covenants on the part of the Tenant herein contained are not observed and performed then and in any such case it shall be lawful for the Landlord or any person authorised by the Landlord in that behalf at any time thereafter to re-enter the 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 Tenant hereinbefore contained
- 11. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Tenant

The Development

ALL THAT piece of land at Upton Road Claughton Birkenhead Merseyside with the buildings erected thereon and known as Bidston Court Upton Road Claughton Birkenhead as the same is registered at the Land Registry under title number MS 324290 with the Landlord as proprietor thereof with title absolute

The Reserved Property

The grounds drives parking areas footpaths and forecourts forming part of the Development and other parts of the building forming part of the Development 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 forming part of the Development including roofs foundations and external parts (but not the glass of the windows of the Flats nor the inferior faces of such of the external walls of the main buildings 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. The above description is subject to the declaration as to party walls as at the end of Schedule 3 and to any similar declarations in the Leases of other Flats

SCHEDULE 3

The Premises

ALL that ground floor maisonette known as Number 19 Bidston Court Upton Road Claughton Birkenhead Merseyside forming part of the Development shown edged red on the plans annexed hereto

AND TOGETHER with the ceilings and floors of the Residence and any beams and joists on which the floors and ceilings of the Residence are laid <u>AND TOGETHER WITH</u> all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the Residence but no other <u>EXCEPTING AND RESERVING</u> the main structural parts of the building of which the Residence forms part including the roof foundations and external parts the glass of the windows of the halls staircases and landing (but not including the interior faces of such of the external walls as bound by the Residence)

<u>ALL</u> internal walls separating the Residence from any other part of the Development shall be party walls and shall be used repaired and maintained as such

SCHEDULE 4

Rights included in this Demise

- 1. The right in common with the Landlord the owners and occupiers of all other Flats and all others having the like right to use for the purposes only of access to and egress from the Premises all such parts of the Reserved Property as afford access thereto and egress therefrom
- 2. The right of passage and running of electricity water and soil from and to the Premises through the sewers drains pipes wires ducts and conduits forming part of the Reserved Property

3. 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 by the Premises

<u>ALL</u> the rights and benefits specified in this Schedule are subject to and conditional upon the Tenant being for the time being the registered holder of one Share in the Company and contributing and paying his share of the expenses in accordance with the covenants in that behalf contained in Schedule 6

SCHEDULE 5

Rights to which this Demise is subject

- 1. Rights over the Premises in all respects identical (mutatis mutandis) to the rights granted to the Tenant over the Reserved Property by Clauses 1 and 2 of Schedule 4
- 2. 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 by any other part of the Development over the Premises
- 3. Such rights of access to and entry upon the Premises by the Landlord or the Company and the owners of the other Flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained
- 4. The rights contained or referred to in the documents contained or referred to in the register of title number MS 324290

SCHEDULE 6

Covenants by the Tenant

- 1. The Tenant shall pay the reserved rent on the days and in the manner above mentioned
- 2. The Tenant 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 Landlord or any owner or occupier in respect thereof
- 3. The Tenant shall to the satisfaction in all respects of the Landlords Surveyor for the time being keep or cause to be kept the Premises and all parts thereof and all fixtures and fittings therein and all 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 and shall yield up the Premises at the determination of this demise in that good and tenantable state of repair

decoration and condition and in accordance with the terms of this covenant in all respects

- 4. The Tenant shall pay a fair proportion of the expense of repairing the party walls bounding the Premises as defined in Schedule 3
- 5. The Tenant shall before repairing any beam to which is attached the ceiling or floor of any other part of the Development and before carrying out any repairs or works which the Tenant is required to carry out hereunder and for the carrying out of which the Tenant requires access to any other part of the Development 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 Development the ceiling or floor of which is attached to that beam or to which the Tenants require access as the case may be and the Tenant shall on giving such notice be entitled to repair that beam or carry out those repairs or works and in doing so to have any required access to that other part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done
- 6. The Landlord or the Company may with or without workmen and others at reasonable times enter upon and examine the condition of the Premises and may thereupon serve upon the Tenant notice in writing specifying any repairs or works necessary to be done for which the Tenant is liable hereunder and require the Tenant forthwith to execute them and if the Tenant does not within two months after the service of that notice proceed diligently with the execution of those repairs or works then the Landlord or the Company may enter upon the Premises and execute them and the cost shall be a debt due to the Landlord or the Company as the case may be from the Tenant and shall be recoverable forthwith by action
- 7. The Tenant shall not make any structural alterations or structural additions in the Premises nor erect any new building thereon nor remove any of the Landlords fixtures and fittings
- 8. The Tenant shall not do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the Company or the owner or occupier of any other Flat or whereby any insurance for the time being effected on the Development or any part thereof (including the 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
- 9. The Tenant 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 Premises (whether by landlord tenant or occupier) and shall keep the Landlord indemnified against all claims demands and liabilities in respect thereof
- 10. The Tenant shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and

Country Planning legislation for the time being in force and shall keep the Landlord and the Company indemnified against all claims demands and liabilities in respect thereof

- 11. The Tenant shall permit the Landlord the Company and the owners of the other Flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained
- 12. Neither the Premises nor any part thereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there nor shall any boarders or lodgers be taken but the Tenant shall use the Premises for the purposes of a single private residence in occupation of one family only
- 13.(a) The Tenant shall comply with and observe the regulations set out in Schedule 8 and such further or amended regulations as the Landlord or the Company may consistently with the provisions of this Lease make to govern the use of the Flats and the Reserved Property
- (b) Such regulations may be restrictive of acts done on the Development detrimental to its character or amenities
- (c) Any costs or expenses incurred by the Landlord or the Company in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Development or in providing services to the Tenant and other owners of Flats or in employing servants shall be deemed to have been properly incurred by the Landlord or the Company as the case may be in pursuance of its obligations under Schedule 7 notwithstanding the absence of any specific covenants by the Landlord or the Company to incur them and the Tenant shall keep the Landlord and the Company indemnified from and against his due proportion thereof under the provisions of this Schedule accordingly
- 14.(a) The Tenant shall not assign or underlet part only of the Premises as distinct from the whole
- (b)(i) The Tenant shall not assign the whole of the Premises without the prior written consent of the Landlord which shall not be unreasonably withheld if the Tenant shall at the Tenants cost obtain a Deed in a form approved by the Landlords solicitors containing a covenant by the Assignee with the Landlord and the Company to pay the rent reserved by and otherwise to comply with all the provisions of the Tenants part contained in this Lease and prior to such assignment transfer to and procure that the assignee shall accept the Tenants share in the Company and become registered as a member of the Company as holder of that Share
 - (ii) If at any time and so long as the effect of this Clause would (but for the provisions of this sub-clause) be to require a Share in the Company to be held by the Company then and in every case this Clause shall be so interpreted as to

- substitute for the Company (as regards the holding of its own Shares) the Landlord and its successors in title
- (c) The Tenant shall not underlet the whole of the Premises without the prior written consent of the Landlord which shall not be unreasonably withheld but as a condition of any such consent the Landlord shall have the discretion to insist that the underlessee shall enter into direct covenants with the Landlord and the Company to observe the Tenants covenants contained in this Lease other than in respect of the payment of rent
- 15. The Tenant shall notify the Landlord of any changes in the person liable for payment of the rent and of any underlettings and produce evidence in support and pay a reasonable fee (being not less than Thirty pounds (£30.00)) plus value added tax for the registration of each such notification
- 16. The Tenant shall contribute and shall keep the Landlord and the Company indemnified from and against 2.111% of all costs and expenses incurred by the Landlord and the Company in carrying out the Company's obligations under and giving effect to all the provisions of Schedule 7 including but not limited to Clauses 9 12 inclusive of that Schedule
- 17. The Tenant shall on the execution hereof and on 1st January and 1st July in each year during the continuance of this demise pay to the Company on account of the Tenants obligations under the last preceding Clause an advance of such amount as the Company shall reasonably require
- 18. The Tenant shall within twenty one days after the service by the Company on the Tenant of a notice in writing stating the proportionate amount (certified in accordance with Clause 12 of Schedule 7) due from the Tenant to the Company for the accounting period to which the notice relates pay to the Company the difference between that proportionate amount and the total sums paid by the Tenant to the Company during that period provided that if the total sums paid by the Tenant to the Company during that period exceeds the proportionate amount as aforesaid then that excess shall be carried forward and credited against the like payment next due from the Tenant to the Company
- 19. The Tenant shall if so required by the Landlord or by the Company consent to act and be appointed a director or the secretary of the Company and do all acts or things necessary to perfect such appointment

Covenants by the Company

- 1. The Company shall pay all existing and future rates taxes assessments charges and outgoings now or hereafter imposed on or payable in respect of the Reserved Property
- 2. The Company shall keep the buildings for the time being on the Development insured or shall procure that the buildings for the time being on the

Development shall be insured through an agency specified by the Landlord against loss or damage by fire aircraft explosion storm tempest or (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 cost of rebuilding plus not less than ten per centum for professional fees in some insurance office nominated by the Landlord and shall also take out and keep on foot insurance in some such office covering liability for injury to persons on the Development and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Tenant whenever reasonably required the policy or policies of such insurance and the receipt for every such payment

- 3. As often as any such building is destroyed or damaged by any such peril against which the Company or the Landlord shall have insured the Company shall apply all insurance monies received by it to rebuild or reinstate (so far as the monies are sufficient) any such building in accordance with the bye-laws regulations and planning or development scheme of any competent Authority for the time being affecting it
- 4. The Company shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts Provided That nothing herein contained shall prejudice the rights of the Landlord or the Company to recover from the Tenant or any other person the amount or value of any loss or damage suffered by or caused to the Landlord or the Company or the Reserved Property by the negligence or other wrongful act or default of the Tenant or such other persons
- 5. The Company shall pay a proportion of the expenses of repairing and maintaining all party structures bounding the Reserved Property
- 6.(a) The Company shall before repairing any roof timbers to which is attached any ceiling of the Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Premises give reasonable notice (and except in cases of extreme urgency at least forty-eight hours notice) in writing to the Tenant
- (b) The Company shall on giving such notice be entitled to repair the roof timbers or carry out those repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as reasonably practicable and making good all damage done to the Premises
- 7. The Company shall keep the Reserved Property properly cleaned and tended and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted and shall procure the cleaning of the windows of the Reserved Property
- 8. The Company shall 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 commissions fees and charges

- 9.(a) The Company 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 reserve fund or funds and in subsequent years expending such sums as it considers reasonable by way of provision for depreciation or for future expenses liabilities or payments whether certain or contingent and whether obligatory or discretionary
 - (b) If and so far as any monies received by the Company from the Tenant during any year by way of contribution to the costs and expenses are not actually expended during the year in pursuance of this Schedule nor otherwise dealt with so as to be an allowable expense in calculating the Company's income for tax purposes for that year the Company shall hold those monies upon trust to expend them in subsequent years in pursuance of this Schedule
- 10. The Company shall keep proper books of account of all costs and expenses incurred by it carrying out its obligations under this Schedule and an account shall be taken on 31st March each year or such other date as the Company may from time to time determine during the continuance of this demise and at the termination of this demise or the date of the last preceding account as the case may be
- 11. The account taken in pursuance of the last preceding clause shall be prepared by a competent Accountant who shall certify the total amount of the said costs and expenses (including the amount of his fee) for the period to which the account relates and the proportionate amount due from the Tenant to the Company pursuant to Schedule 6
- 12. The Company shall within three months or as soon as practicable thereafter of the date to which the account provided for in Clause 11 of this Schedule is taken serve on the Tenant a notice in writing stating the total and proportionate amounts specified by and certified in accordance with the last preceding clause

<u>ALL</u> the covenants and obligations of the Company contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the last Clause of Schedule 4

SCHEDULE 8

The Regulations

- 1. No undue noise or disturbance shall be made in the Premises or on any part of the Development
- 2. No singing or dancing shall take place nor shall any mechanical or other musical instrument or appliance be played between the hours of 11.00 pm and 9.00 am nor so as to cause at any time annoyance to the occupier of any Flat
- 3. No bicycle perambulator scooter or any other articles whatsoever shall be left on any part of the Reserved Property

- 4. No flower pot window box or any other thing shall be placed outside any window nor shall any washing wearing apparel or domestic or household linen be exposed so as to be visible from the outside of a Flat
- 5. No dust or refuse or other matter shall be dropped or thrown nor shall any mat rug or cloth be shaken out of any window
- No sign placard advertisement or notice or any other thing shall be affixed or displayed on any external door or wall or out of or through any window
- 7. No radio or television aerial or other attachment shall be fixed to any part of the Development other than with the express consent of the Company
- 8. Dust or refuse shall be deposited only in dustbins or other adequate receptacles as provided by the Company
- No motor cars bicycles or vehicles of any kind shall be parked on the Reserved Property except in any area specifically designated for parking
- 10. No petrol or other inflammable oil of a greater quantity than one half litre shall be stored or kept in the Premises except in the tank or mechanism of a motor vehicle parked in the garage or the car parking space
- 11. No vehicle other than a private motor car or private motor cycle shall be kept in the garage or the car parking space
- 12. All the windows of the Residence shall be and be kept curtained
- 13. The exterior of the Reserved Property or any part thereof shall not be painted nor shall there be any other alteration to its decoration

Covenants by the Landlord

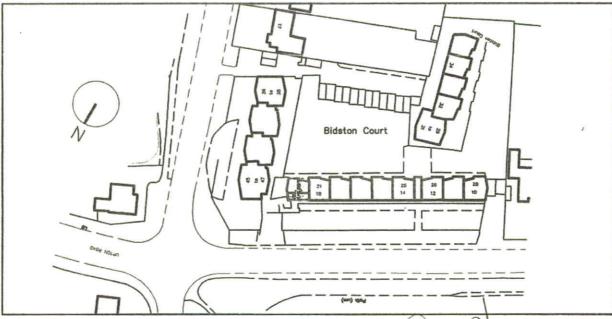
The Landlord covenants:

- 1. That if reasonable and at the written request of the Tenant to take such steps as may be reasonably necessary towards the enforcement or assist the Tenant in the enforcement of the tenant covenants set out in Schedule 6 against the Flat Tenants (although no warranty as to such enforceability is hereby expressed or to be implied on the part of the Landlord) provided that:
 - (a) the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);

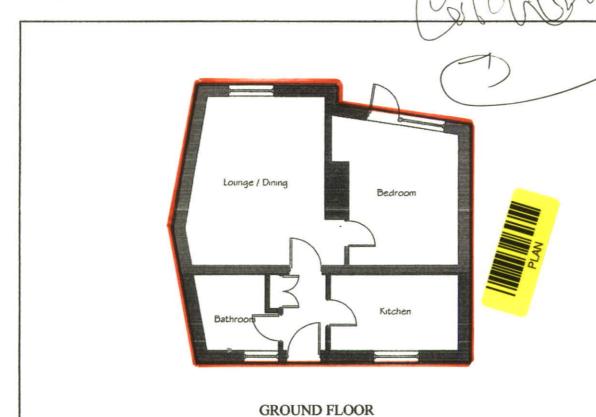
- (b) the Landlord shall not be required to take any action or incur any costs under this clause until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require; and
- (c) the Tenant shall join in any action or proceedings if so requested by the Landlord.
- 2. To ensure that every future lease of the Lettable Flats granted by the Landlord for an original term of over 21 years is in substantially the same form as this lease and contains covenants substantially the same as the tenant covenants in schedule 6 and the Regulations.
- 3. Until such time as the Landlord grants long leases of the Lettable Flats to observe and perform in respect of such flats (or to ensure that these are so observed and performed) the covenants set out in Schedule 6. For the avoidance of doubt, this covenant will automatically lapse once long leases of the Lettable Flats have been granted.

EXECUTED as a DEED by LUCKLAW ESTATES LIMITED acting by:)
Director/Secretary	
EXECUTED as a DEED by BIDSTON COURT MANAGEMENT COMPANY LIMITED acting by:)
Director/Secretary	

No. 19 Bidston Court, Upton Road, Birkenhead.



Location Plan 1:1250



Floor Plan 1:100

agatun

CHRIS EDA

CHRIS EDMOND ASSOCIATES ARCHITECTS

INTERIOR DESIGNERS

1-3 Lyon Street Southampton Hampshire SO14 OLD

Tel: (02360) 226923 Fax: (02360) 330737 Ensit: enquiries@chrisedmondarchitects.co.uk www.chrisedmondarchitects.co.uk