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Official copy of register of title

Title number MS76861

Edition date 13.01.2022

- This official copy shows the entries on the register of title on 15 FEB 2024 at 10:28:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

MERSEYSIDE : WIRRAL

- 1 (25.07.1978) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 7 Dundonald Street, Birkenhead.
- 2 The land has the benefit of a right of way over the passageway at the back.
- 3 (01.03.2005) So much of the land in this title as is affected thereby has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 7 February 2005 referred to in the Charges Register:-

RIGHTS, BENEFITS, EXCEPTIONS AND SUBJECTIONS

The Property or any part of it is transferred TOGETHER WITH the rights (newly granted by this transfer) set out in Part I of Schedule 3 for the benefit of the Transferee and its successors in title owners and occupiers for the time being of the Property or any part thereof such rights being for the benefit only of those parts of the Property which are included in Batch Plans where there is Retained Land or where there is adjacent, adjoining or neighbouring land of the Transferor or such land in the vicinity of the Property AND TOGETHER WITH the benefit (so far as the same relates to any part of the Property) of:

i) all subsisting rights and easements expressly or implied granted or reserved and

ii) all subsisting rights and easements which have been acquired by prescription

at any time before the date of this transfer for the benefit of any land which is or includes part of the Property AND

TOGETHER ALSO WITH the benefit (so far as the same relates to any part of the Property) of any covenants restrictions or stipulations or other matters on the part of purchasers of land formerly belonging to the Transferor and which is adjoining or neighbouring any part of the Property (being covenants restrictions or stipulations which are capable of benefiting some part of the Property and not including any

A: Property Register continued

covenant under Section 155 Housing Act 1985 to repay discount money to the Transferor) and in particular (but without limitation) all covenants to bear a proportion of the cost of repairing maintaining cleansing or operating any roads parking area paths forecourts accessways or Service Conduits forming part of the Property used by the owners of such adjoining or neighbouring land and the owners or occupiers of the Property

EXCEPTING AND RESERVING to the Transferor for the benefit only of those parts of the Retained Land which are situated adjacent to or in the vicinity of the Property or any part thereof the rights set out in Part II of Schedule 3

SUBJECT TO and with the benefit of the Restrictions and Stipulations

SUBJECT ALSO TO and with the benefit of all of the following to the extent that they affect or benefit any part of the Property:

- i) the Leases and Tenancies
- ii) the rights and interest of the highway authority over and in all highways forming part of the Property

5.2 The Transferor HEREBY ASSIGNS to the Transferee (in so far as the Transferor has power to do so but otherwise with full title guarantee);

5.2.1 the benefit of rights reservations or such other matters expressed to be for the benefit of the Transferor or its predecessors as successors in title to the extent that the benefit of such rights reservations and other matters relates to the Property and is not otherwise transferred to the Transferee by operation of law.

5.2.2 Such rights (if any) reserved for the benefit of the Property or any part thereof by any assurances of land previously sold by the Transferor or its predecessors in title.

Schedule 3

Part I

Rights granted for the benefit of the Property over Retained Land

There is granted to the Transferee and its successors in title its mortgagees chargees and all persons deriving title through them for the benefit of each and every part of the Property which is included in Batch Plans where there is Retained land or which is situated adjacent or adjoining to or in the vicinity of any part of the Retained Land or other neighbouring land of the Transferor (which for the purposes of this Schedule 3 Part 1 shall be deemed to be incorporated in the definition of Retained Land) and the owners and occupiers thereof from time to time such (if any) of the following rights over that part of the Retained Land as are capable of benefiting that part of the Property (such rights to be enjoyed in common with the Transferor and all other persons having the like or similar rights) over such land and each and every part thereof

1 The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from such part of the Property through and along the Service Conduits which are now or may be constructed within the Perpetuity Period in on over or under the Retained Land to the extent that the same serve or are capable of serving such part of the Property or any part thereof together with the right subject to not less than 7 days prior written notice to the Transferor or its successors in title (except in the case of emergency) to enter onto such part of the Retained Land as may be necessary with or without workmen materials and appliances for the purpose of connecting into inspecting repairing maintaining renewing altering adjusting replacing and cleansing such Service Conduits PROVIDED THAT such rights of entry shall also apply in respect of any new Service Conduits referred to in paragraph 2 below;

2 The right for the Transferee to connect into any of the Service

A: Property Register continued

Conduits in on or under the Retained Land and serving or capable of serving any part of the Property together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in on over under or through the Retained land from time to time in such routes as may previously be approved in writing by the Transferor such approval not to be unreasonably withheld or delayed and the right subject to not less than 7 days prior written notice to the Transferor (except in the case of emergency) to enter on to such parts of the Retained Land as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes and subject to the Transferee making good as soon as reasonably practicable any damage thereby caused and causing as little inconvenience as possible;

3 A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Property or any part thereof over and along the private forecourts amenity areas roadways and paths constructed on any part of the Retained Land other than any areas on which buildings are erected PROVIDED THAT the Transferor may with the prior written approval of the Transferee (such approval not to be unreasonably withheld or delayed and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferee (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Retained Land and if the Transferor does so, it shall provide suitable similarly commodious alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Retained Land to the Property shall be adequate for the full continued use and enjoyment of the Property as at the date of commencement of such alteration.

4 The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of such part of the Property and each and every part thereof

5 The right to unimpeded access and enjoyment of light and air to all windows in the buildings now on such part of the Property from or over the Retained Land provided always that nothing expressed or implied in the Transfer shall prevent the Transferor from developing the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over part(s) of the Retained Land and which would be implied by statute or by reason of severance hereby effected over the Retained Land for the benefit of such part of the Property adjoining adjacent to or neighbouring the Retained Land

Part II

Exceptions and reservations from the Property for the benefit of Retained Land

There is excepted and reserved to the Transferor for the benefit of each and every part of the Retained Land which is situated adjacent to or in the vicinity of any part of the Property in Batch Plans where there is Retained Land such (if any) of the following rights over that part of the Property as are capable of benefiting that part of the Retained Land (such rights to be enjoyed in common with the Transferee and all other persons having the like or similar rights):-

1. The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period on over or under such part of the Property to the extent that the same serve or are capable of serving the Retained Land or any part(s) thereof together with the right subject is not less than 7 days prior written notice to the Transferee or its successors in title (except in the case of emergency) to enter onto such part of the Property as may be necessary with or without workmen materials and appliances for the purpose of connecting into inspecting repairing

A: Property Register continued

maintaining reviewing renewing adjusting altering adjusting replacing and cleansing such Service Conduits PROVIDED THAT such rights of entry shall also apply in respect of any new Service Conduits referred to in paragraph 2 below.;

2. The right for the Transferor to connect into any of the Service Conduits in or under such part of the Property and serving or capable of serving the Retained Land together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in on over under or through any part of the Property from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld or delayed and the right subject to not less than 14 days prior written notice to the Transferee (except in the case of emergency) to enter on to such part(s) of the Property as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes and subject to the Transferor making good as soon as reasonably practicable any damage thereby caused and causing as little inconvenience as possible;

3. A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Retained Land or any part thereof over and along the private forecourts amenity areas roadways and paths constructed as at the date hereof on any part of the Property (other than any which are within the curtilage of any Dwelling or areas on which buildings are erected) PROVIDED THAT the Transferee may with the prior written approval of the Transferor (such approval not to be unreasonably withheld and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferor (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Property and if the Transferee does so, it shall provide suitable similarly commodious alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage caused thereby AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Property to the Retained Land shall be adequate for the full continued use and enjoyment of the Retained Land as at the date of commencement of such alteration;

4. The full right of subjacent and lateral support from such part of the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof;

5. The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over such part of the Property provided that nothing expressed or implied in this Transfer shall prevent the Transferee from developing the Property.

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over part(s) of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any Retained land adjoining adjacent to or neighbouring the Property if the same had been transferred to such purchaser and such part of the Property had been retained by the Transferor.

NOTE 1: The Definitions in the above Transfer were set out as follows:-

DEFINITIONS

In This Schedule

"Batch" means each division of the Property into the geographical areas shown on the Batch Plans

"Beneficiary" has the meaning in the Transfer Contract

"District" means the Borough of Wirral

"Batch Plans" means the plans of the Property numbered consecutively from 1 to 28 to accord with the relevant Batch and which are initialled by the parties by way of identification

A: Property Register continued

"Certificates" means the certificates of title in form PSD 17 of even date herewith given by the Transferor to the Transferee pursuant to the provisions of Section 133(8) of the Housing Act 1988 in respect of the Property or parts thereof

"Community Benefit" means the provisions of sports recreational facilities places of worship or community centres and/or community services and/or community regeneration initiatives or other non profit distributing enterprises for the benefit of all or some of the residents of the District

"Company Disposal Clawback Share" has the meaning given to it in clause 3.2;

"Council Disposal Clawback Share" has the meaning given to it in clause 3.2;

"Disposal" means the transfer of or grant or creation of any estate right or interest in or over the Property or any part thereof to any person or body (other than the Transferor or another social landlord registered with the Housing Corporation) other than;

(i) any disposal by way of mortgage or charge or any other disposal by way of security for any loan

(ii) a disposal to a person with the benefit of the RTB (whether or not such disposal is in fact effected pursuant to the RTB)

(iii) any disposal to which the Transferee has obtained consent under Section 133 of the Housing Act 1988 and which is effected either at the express direction of any Mortgagee or Receiver or the Housing Corporation or (in the absence of such direction) with the consent of the Transferor (such consent not to be unreasonably withheld or delayed) being in any case a disposal which is for the principal purpose of enabling the Transferee to trade out of any materially adverse financial difficulty;

(iv) any disposal which is an exempt disposal within the categories specified in Section 81(8) (a) and (b) (inclusive) and (d) to (g) (inclusive) of the Housing Act 1988;

(v) any disposal from time to time in respect of which the Transferor in its absolute discretion may agree that the provisions of Clause 3.2 shall not apply;

(vi) any disposal to a Service Provider for the purpose of providing any Utility Services;

(vii) any disposal to a highways authority in respect of highways work;

(viii) any disposal pursuant to a compulsory purchase order or a voluntary disposal following the commencement of a compulsory purchase procedure;

(ix) the grant or renewal of any leasehold interest in respect of any part of the Property which is at the date of this Transfer subject to a lease or of any shop as at the date of this Transfer forming part of the Property;

(x) any disposal to the Transferor or other local body where land is to be used as a public open space, woodland, play area, tree belt, recreation area or other amenity or landscaped area or facility or where it is to be used for any Community Benefit and/or Social Housing;

(xi) any disposal in exercise of a power of sale by any Mortgagee or chargee or a disposal by any Receiver appointed by any Mortgagee or chargee;

(xii) any disposal to an owner of a residential property where:

(A) the land comprised in the disposal adjoins the property of the

A: Property Register continued

residential owner;

(B) the land is for use ancillary to the residential use of such residential owner's property; and

(C) the consideration for the disposal does not exceed £5,000 or such greater amount than £5,000 as shall reflect any increase in RPI from the date hereof to the date of such disposal;

(xiii) any disposal where the land will be used for Community Benefit and/or Social Housing;

(xiv) any disposal for a consideration of less than £5,000 as shall reflect any increase in RPI from the date hereof to the date of such disposal.

(xv) any disposal where the Company can demonstrate to the Council that the net proceeds (after the deduction of the Company's reasonable and properly incurred development expenses) are to be invested in a Social Housing development in the District.

(each such exception being hereinafter referred to as an "Exempt Disposal").

"Dwelling" means the houses, maisonettes, bungalows and flats forming part of the Property

"Finance Party" has the meaning given to it in the Transfer Contract

"Leases" shall mean the leases brief particulars of which appear in Part 1 of Schedule 4

"Mortgagee" means any mortgagee or chargee (to include the Security Trustee and/or Beneficiary and/or any Finance Party) from time to time of the Property or any part thereof or any successors of any such mortgagee or chargee (or of the Security Trustee and/or Beneficiaries and/or any Finance Party) or any other person holding security or on whose behalf security is held over the Property or any part thereof

"Net Rental Income Foregone" means any relevant income foregone figure set out in the Schedule 6 hereto

"Perpetuity Period" means a period of eighty years from the date hereof

"Property" means the land and buildings transferred by this transfer all which property is more particularly delineated on the Batch Plans and shown edged dark blue excluding the Retained Land and the land shown hatched red and cross hatched black on the Batch Plans and the land and property contained in peoperty registers in the title numbers listed in Parts I and II of Schedule 1

"Receiver" means any one or more persons appointed as receiver and/or manager of the Property (or part thereof) and/or of the Transferee

"Registers" means the registers of title at Land Registry of the title numbers set out in the Schedule 1

"Restrictions and Stipulations" means the covenants restrictions and stipulations in so far as the same affect any part of the Property and are still subsisting and capable of being enforced contained or referred to in the title deeds and documents relating to the Property or in deeds and documents affecting disposals of land formerly belonging with parts of the Property brief particulars of which are set out either in the Registers or the Certificates (except for the avoidance of doubt any charges to secure financial obligations)

"Retained Land" means land retained by the Transferor and shown coloured green on the Batch Plans

"RPI" means the United Kingdom General Index of Retail Prices (All items) or in the event that the basis of calculation of such index shall change (as to which the Transferor's determination shall be conclusive) or if such index ceases to be published such other

A: Property Register continued

published index of retail prices or the value of money as the Transferee shall propose with the consent of the Transferor (not to be unreasonably withheld or delayed) PROVIDED THAT in the event that agreement cannot be reached within 28 days of such proposal by the Transferee the RPI may be determined by a single arbitrator nominated on the application of either party by the President for the time being of the Law Society

"RTB" means the preserved right to buy as set out in sections 171A to 171H of the Housing Act 1985 the right to acquire scheme as set out in Section 16 of the Housing Act 1996 or any right pursuant to the Leasehold Reform Act 1967 or the Leasehold Reform Housing and Urban Development Act 1993 or any other similar right to buy conferred by statute including any voluntary scheme which may be operated by the Transferee which is similar to the Right to Buy

"Secretary of State" means the Deputy Prime Minister acting as First Secretary of State

"Security Trustee" shall have the meaning defined in the Transfer Contract

"Service Conduits" means mains sewers septic tanks drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus of any kind whatsoever (whether or not existing at the date hereof) other than those which are or shall become vested in a Service Provider

"Service Provider" means any company or authority constituted for the provision of the Utility Services

"Social Housing" means the provision of houses bungalows maisonettes flats and other types of housing comprising the Property for letting at affordable or below market rents to persons in housing need by any social landlord registered with the Housing Corporation and which includes but is not limited to the sale of dwellings on shared ownership terms or other equity sharing arrangements approved by the Housing Corporation from time to time and the provision of accommodation for wardens and other support staff in hostels or sheltered schemes and the provision of accommodation for students workers in key public services asylum seekers and the provision of residential care homes

"Tenancies" shall mean the periodic tenancies of the dwellings of the Property

"Transfer Contract" means the Transfer Contract of even date herewith made between the Transferor (1) and the Transferee

"Transferee" means the transferee named in Panel 5 of this transfer and includes where the context so admits the Transferee's successors in title

"Transferor" means the transferor named in Panel 4 of this transfer and includes where the context so admits the Transferor's successors in title to any Retained Land

"Utility Services" means the provisions of gas, electricity or water supplies or drainage sewerage or telecommunications services or other supplies or services of a similar nature to any of the foregoing.

NOTE 2: In the definition of the "Leases" - The leases referred to are leases and tenancies to which the Property or any part thereof is subject

NOTE 3: The land in this title is or forms part of one of the title numbers set out in Schedule 1 in the definitions of the "Registers"

NOTE 4: In the definition of the "Retained Land" - The land coloured green on the Batch Plans is the Borough Engineers Green Space land.

A: Property Register continued

- 4 (01.03.2005) The Transfer dated 7 February 2005 referred to above contains the following provision:-

IT IS HEREBY AGREED AND DECLARED that

6.1 any internal wall separating a building on part of the Property from a building on Retained Land is and shall forever hereafter remain and be a joint and party wall severed vertically in accordance with Section 38(1) of the Law of Property Act 1925 and shall be useable and maintainable in equal shares by the owners and occupiers for the time being of the buildings separated thereby.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.03.2005) PROPRIETOR: MAGENTA LIVING (Co. Regn. No. 4912562) of Magenta Living, Partnership Building, Hamilton Street, Birkenhead, Wirral CH41 5AA.
- 2 (01.03.2005) RESTRICTION: No disposition by the proprietor of the registered estate to which section 36 or section 38 of the Charities Act 1993 applies is to be registered unless the instrument contains a certificate complying with section 37(2) or section 39(2) of that Act as appropriate.
- 3 (01.03.2005) RESTRICTION: No disposition (except a transfer) of a qualifying dwellinghouse (except to a qualifying person or persons) is to be registered without the consent of the Secretary of State given under section 171D(2) of the Housing Act 1985 as it applies by virtue of the Housing (Preservation of Right to Buy) Regulations 1993.
- 4 (01.03.2005) RESTRICTION: No disposition by the proprietor of the registered estate or in exercise of the power of sale or leasing in any registered charge (except an exempt disposal as defined by section 81(8) of the Housing Act 1988) is to be registered without the consent of the Secretary of State to that disposition under the provisions of section 133 of that Act.
- 5 (01.03.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the solicitor to the registered proprietor that the provisions of clause 3.2 of the Transfer dated 7 February 2005 referred to in the Charges Register have been complied with.
- 6 (01.03.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 February 2005 in favour of M&G Trustee Company Limited referred to in the Charges Register.
- 7 (01.03.2005) The Transfer dated 7 February 2005 referred to in the Charges Register contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 7 February 2005 referred to in the Proprietorship Register:-

COVENANTS BY THE TRANSFEREE

3.1 The Transferee for itself and its successors in title HEREBY COVENANTS with the Transferor and its successors in title with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise from the date hereof to observe

Schedule of personal covenants continued

and perform the Restrictions and Stipulations and all obligations under the Tenancies whether contractual or statutory and any covenants imposed by the Transferor in relation to any land previously sold and/or contained within the definition of "Restrictions and Stipulations" and to keep the Transferor fully and effectually indemnified against all future actions proceedings costs charges claims demands and liabilities whatsoever in respect of any breaches non performance or non observance thereof occurring on or in relation to any part of the Property from the date hereof

3.2 Not within a period of thirty years from the date of this transfer to effect a Disposal of the Property or any part thereof without giving the Transferor 14 days notice in writing of its intention to make such a Disposal and following receipt by the Transferee from the party to whom the Disposal is made accounting for and remitting to the Transferor a sum being 50% of the price received in respect of each such Disposal after the deduction from such consideration of the aggregate of the following:

(i) the relevant Net Rental Income Foregone (indexed for increases in the RPI between the date of this Transfer and the date such Disposal is completed) of each Dwelling comprised in such Disposal

(ii) the amount expended by the Transferee on the Dwellings in respect of repairs and improvements from the date of this Transfer;

(iii) all costs and expenditure reasonably incurred by the Transferee to facilitate the Disposal and in seeking to enhance the value of the part of the Property comprised in the Disposal including (but not by way of limitation) demolition costs, decanting costs including homeloss and disturbance payments to occupiers of Dwellings (or the sites of Dwellings) comprised in the Disposal, marketing costs, estate agents fees and any fees and expenses incurred in obtaining planning permission and all legal fees and expenses and VAT thereon

(iv) any statutory taxes or levies payable directly or indirectly by the Company on any increase in value of the part of the Property comprised in the Disposal

such sum being defined as the "Council Disposal Clawback Share" and the 50% balance of such amount (excluding for the avoidance of doubt the amounts equal to the deductions referred to in clause 3.2 (i) (ii) (iii) and (iv) which shall be absolutely for the account of the Company) shall be referred to herein as the "Company's Disposal Clawback share"

PROVIDED ALWAYS and it is hereby agreed that:

3.2.1 the obligations of the Transferee under this Clause 3.2 shall not be binding on any successor in title of the Property (other than a successor acquiring the Property or any part thereof from the Transferee (not acting by a Receiver or Mortgagee) and which is registered social landlord registered with the Housing Corporation under the provisions of the Housing Act 1996) and any Mortgagee chargee or Receiver of the Transferee or of the Property or any part thereof or any persons deriving title through such Mortgagee chargee or Receiver shall not be bound by the obligations of the Transferee under this Clause 3.2 and the Transferor hereby waives any entitlement to any payments under the provisions of this Transfer in respect of Disposals occurring after action has been taken by any Mortgagee chargee or Receiver in order to enforce any security over the Property or to recover any funds advanced on the security of the Property or any part thereof; and

3.2.1.1 The payment of the Council's Disposal Clawback Share shall effect a release of that part of the Property being the subject of the Disposal from the provisions of Clause 3.2 (the "Released Property") and for the avoidance of doubt the Transferor shall not be entitled to receive payment of more than one such sum in relation to the Released Property.

3.2.1.2 Upon payment of the Council's Disposal Clawback Share the Transferor shall if so required by the Transferee certify the release

Schedule of personal covenants continued

of the Released Property in such terms as the Transferee shall reasonably require in accordance with the requirements of Land Registry.

3.2.1.3 The Transferor waives the right to any unpaid lien over the Property in respect of the obligation on the part of the Transferee to pay the Council's Disposal Clawback Share.

3.2.1.4 The provisions of Clause 3.2 and the obligations of the Transferee thereunder shall upon completion of and Exempt Disposal cease to apply to any part of the Property being the subject of the Exempt Disposal and any entry relating to the provisions of Clause 3.2 on the titles to such part of the Property shall be automatically removed and the certificate of the solicitor of the Transferees (or Mortgagee chargee or Receiver) shall be proof that the Exempt Disposal has taken place.

3.2.1.5 For the avoidance of doubt the Company's Disposal Clawback Share shall be for the account of the Company;

3.3 Upon any sale of any part of the Property to a tenant of that part of the Property pursuant to the RTB the Transferee covenants to obtain from that tenant (and to the intent and so as to bind thereby that part of the Property into whosoever hands the same may come) a covenant to observe and perform the covenants restrictions and stipulations set out in Schedule 5 PROVIDED ALWAYS THAT AND IT IS HEREBY AGREED AND DECLARED that the Transferee and all other persons, deriving title under it including (inter alia) any Mortgagee, chargee or Receiver of the Transferee or persons deriving title through any of them (other than any tenant acquiring part of the Property pursuant to the RTB) shall not be bound by any of the covenants restrictions or stipulations set out in Schedule 5 nor shall any Mortgagee chargee or Receiver of the Transferee or persons deriving title through such mortgagee chargee or Receiver be bound by the covenant on the part of the Transferee in this Clause 3.3

Schedule 5

For the purposes of this Schedule the Transferee has been referred to as the "Company" and the "premises" is the part of the Property the subject to the RTB

(a) To pay a reasonable proportion of the expense of maintaining and repairing all sewers pipes drains watercourses spouts gutters downspouts soakaways gas and water pipes electric cables and wires flues chimneys roofs walls fences and hedges and easements or rights in the nature of easements or part of the same respectively which provide common benefit or service for the property hereby conveyed and adjoining or neighbouring premises or used or to be used in common by the occupiers of the property hereby conveyed or the occupiers of any adjoining premises or neighbouring premises separating the property hereby conveyed from any adjoining or neighbouring premises of the Council as the case may be and such proportion in the case of dispute or difference shall be determined by the Council's Director of Corporate Services for the time being whose decision shall be final and binding upon all parties and to allow the Council with or without workmen at all reasonable times of the day to enter upon the property hereby conveyed for the purpose of such repair or maintenance as aforesaid

NOTE: Definitions of terminology referred to above are set out in the property register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (01.03.2005) A Transfer of the land in this title and other land dated 7 February 2005 made between (1) Wirral Borough Council (Transferor) and (2) Wirral Partnership Homes Limited (Transferee) contains the following covenants:-

C: Charges Register continued

COVENANTS BY THE TRANSFEREE

3.1 The Transferee for itself and its successors in title HEREBY COVENANTS with the Transferor and its successors in title with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise from the date hereof to observe and perform the Restrictions and Stipulations and all obligations under the Tenancies whether contractual or statutory and any covenants imposed by the Transferor in relation to any land previously sold and/or contained within the definition of "Restrictions and Stipulations" and to keep the Transferor fully and effectually indemnified against all future actions proceedings costs charges claims demands and liabilities whatsoever in respect of any breaches non performance or non observance thereof occurring on or in relation to any part of the Property from the date hereof

Schedule 5

For the purposes of this Schedule the Transferee has been referred to as the "Company" and the "premises" is the part of the Property the subject to the RTB

Not to carry on or permit to be carried on upon the property hereby conveyed any trade or business nor to use or permit the property hereby conveyed to be used for any illegal or immoral purpose or for the sale of intoxicating liquors or otherwise than as a private dwellinghouse not to do or suffer to be done thereon any act or thing whatsoever which may be or become or be deemed by the Council to be a nuisance damage disturbance or annoyance to the Council its lessees or tenants in the neighbourhood.

- 2 (01.03.2005) REGISTERED CHARGE contained in a Debenture dated 7 February 2005 affecting also other titles.

NOTE: Charge reference MS483930.

- 3 (01.03.2005) Proprietor: M&G TRUSTEE COMPANY LIMITED (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.
- 4 (01.03.2005) The proprietor of the Charge dated 7 February 2005 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register