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H.M. LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1997

LEASE

County and District : Merseyside: Liverpool  
Title Number : MS 471734  
Land : The former Riverside Centre, Riversdale Road, Liverpool

THIS LEASE is made the 27 October 2005

**BETWEEN:**

- (1) **GEORGE WIMPEY UK LIMITED** (Company No. 1392762) whose registered office is at St Davids Court, Union Street, Wolverhampton, West Midlands WV1 3JE ("the Company")
- (2) **GEORGE WIMPEY MANCHESTER LIMITED** (Company No. 1876057) whose registered office is at St David's Court, Union Street, Wolverhampton, West Midlands WV1 3JE ("the Developer")
- (3) **CONTOUR PROPERTY SERVICES LIMITED** whose registered office is situate at Portico House Jo Street Salford M5 4AB ("the Management Company")
- (4) **DAVID JULIAN SCARAMANGA** of 1 West Cottages Combe Down Bath BA2 5HF ("the Buyer")

1. **Consideration and Demise**

1.1 For the purposes of this Lease the following expressions shall have the following meanings:-

- "Discount Price" One hundred and thirty two thousand eight hundred and fifty six pounds (£132,856.00)
- "Gross Price" One hundred and eighty one thousand nine hundred and ninety five pounds (£181,995.00)
- "Property" The First Floor Apartment shown coloured red and numbered 98 on the Plan being part of the land comprised in the title above referred to
- "Rent" means the yearly rent of One Hundred and Fifty pounds (£150) payable by two equal payments in advance on the 1 January and 1 July in each year as adjusted pursuant to the provisions of Clause 9 hereof
- "Term" means the term of 150 years commencing on 1 January 2004

1.2 In the event of this Lease being granted on or before 28 October 2005 the consideration shall be the "Discount Price" but failing which the consideration shall be the "Gross Price"

1.3 In consideration of the Discount Price which at the direction of the Company the Buyer shall pay to the Developer (the receipt whereof the Developer hereby acknowledges) and the covenant on the part of the Buyer to pay the Rent the Company:

1.3.1 Demises to the Buyer with Full Title Guarantee the Property:-

1.3.1.1 with the benefit of the rights in the terms specified in Part I of the Second Schedule; but

1.3.1.2 subject to the rights in the terms specified Part II of the Second Schedule; and

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..... dated this ..... 24 ..... day of  
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Powell Callen.....  
Powell Callen Solicitors  
27 Eastgate, Aberystwyth, SY23 2AR

- 1.3.2 Assigns to the Buyer the benefit (so far as the same attaches to the Property) of all covenants made with the Company by any other person who is the registered proprietor of any part of the Estate

TO HOLD the same for the Term paying the Rent the first payment of which (or a proportionate part thereof) to be made on the date hereof

- 1.4 It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £250,000.00

## 2. Definitions

In this Lease the following definitions shall also apply:-

- "Amenity Areas"** Any roads footpaths parking areas courtyards pedestrian ways forecourts landscape or garden areas or drives (other than any within the Common Parts) now or hereafter constructed within the Estate and not comprised in the Leases and which do not form part of the Estate Roads and any other parts of the Estate (other than the Common Parts) including any appropriate Buildings erected thereon which are provided entirely for the common benefit of the Estate (including the Property) and are not demised or to be demised by a Lease
- "Apartment"** The part or parts of the Buildings (including any balcony or terrace therewith) bounded by the Main Structure forming part of the floors exterior walls and ceilings thereof and one half of all other walls dividing the same from the Estate (the position and extent whereof is indicated and coloured red on the Plan) which said part or parts of the Buildings includes the items referred to in Part I of the First Schedule
- "Block"** The Building or block of Apartments of which the Property forms part
- "Buildings"** All buildings and other structures (and any structures incidental to the user thereof) and any Service Installations now or hereafter constructed on over or beneath the Estate including cycle sheds and bin stores
- "Common Parts"** All parts of the Block (including the Main Structure) not comprised in the Leases
- "Development"** The residential development being carried out by the Company on the land now or formerly comprised in the said title number MS 471734
- "Dwellings"** Any property erected or to be erected on the Estate or remainder of the Development intended for residential occupation
- "Estate"** That part of the Development as is shown edged green on the Plan and anything erected or constructed on over or beneath such land (but excluding the Property)
- "Estate Roads"** All roads and footpaths thereto (including any service verges not comprised in the Leases) now or hereafter constructed to serve the Dwellings and the Estate and the Development and which are intended to be adopted as maintainable at the public expense
- "Estate Sewers"** All foul and surface water sewers (including any apparatus ancillary thereto) now or hereafter constructed to serve the Dwellings and the Estate and the Development and which are intended to be adopted as maintainable at the public expense
- "Index"** means the Retail Prices (All Items) Index published by the office for National Statistics or any official publication substituted therefor or any other index substituted therefor in accordance with the provisions of Sub-clause 9.2 hereof
- "Lease"** Any lease granted or to be granted by the Company of any Dwellings built or to be built on the Estate

<b>"Main Structure"</b>	All structural parts of the Buildings as is more particularly described in Part II of the First Schedule
<b>"Maintenance Charge"</b>	means (subject to the Agreement and Declaration in relation thereto contained in paragraph 8 of the Seventh Schedule):-  (a) In relation to the Block or Buildings and the Common Parts the sums spent or to be spent by the Management Company on the matters specified in Part I of the Fifth Schedule and so far as the same relate the matters specified in Part II of the Sixth Schedule as estimated or adjusted in accordance with Part I of the Sixth Schedule divided by the number of Apartments in the Block  (b) In relation to the Amenity Areas a sum equal to the total amount spent or to be spent by the Management Company on the matters specified in Part II of the Fifth Schedule and so far as the same relate the matters specified in Part II of the Sixth Schedule estimated or adjusted in accordance with Part I of the Sixth Schedule divided by the number of Apartments within the Estate
<b>"Nominated Insurer"</b>	Such Insurance Company as the Management Company shall from time to time nominate
<b>"Parking Space(s)"</b>	the parking space(s) the position(s) of which is/are shown coloured blue and numbered 98 on the Plan
<b>"Plan"</b>	The plan annexed hereto
<b>"Review Dates"</b>	means (subject to the provisions of Clause 9.4 hereof) the tenth anniversary of the date of commencement of the Term and each successive tenth anniversary thereafter
<b>"Service Installations"</b>	All drains channels sewers (other than those comprising the Estate Sewers) pipes wires cables installations watercourses gutters and other conducting media whatsoever and any structures incidental to the user thereof now or hereafter constructed or laid on over or beneath the Estate or the Estate Roads

### 3. Buyer's Covenants

The Buyer covenants with the Company the Developer and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part or parts of the Development and the Estate and each and every part thereof and with the intention of binding the Property in the terms specified in the Third Schedule

### 4. Company's Covenants

The Company and the Developer jointly and severally covenant with the Buyer in the terms specified in the Fourth Schedule

### 5. Management Company's Covenants

The Management Company covenants severally with the Company and the Buyer as follows:-

- 5.1 In relation to the Buildings and the Common Parts in the terms specified in Part I of the Fifth Schedule; and
- 5.2 In relation to the Amenity Areas in the terms specified in Part II of the Fifth Schedule
- 5.3 Upon receipt of any application made pursuant to paragraph 8 below (but subject to the Rent and Maintenance Charge having been paid at the date of such application) the Management Company shall immediately consent in writing to the registration of the person named therein as proprietor at H.M. Land Registry by providing the appropriate certification.

**6. Maintenance Charge Covenants**

The Management Company and the Buyer each covenant with the other and the Company in the terms specified in Part I of the Sixth Schedule

**7. Agreements and Declarations**

The Company the Management Company and the Buyer agree and declare:-

- 7.1 in the terms specified in the Seventh Schedule; and
- 7.2 that all the said Schedules are imported into the operative part of this Lease; and
- 7.3 that this Lease is made on the condition that if any sums payable hereunder shall at any time be in arrear or unpaid for 21 days after the same shall have become due or if the Buyer shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Buyer herein contained then it shall be lawful for the Company to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property thereafter as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company and the Management Company

**8. Restriction on Register**

The Buyer covenants with the Company and the Management Company to apply contemporaneously with the registration of this Lease to the Chief Land Registrar in form RX1 for the entry of the following restriction:-

"No transfer assignment or assent or other disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a duly authorised signatory on behalf of the Contour Property Services Limited of Portico House, Jo Street, Salford M5 4AB that the provisions of Clause 1(a) of the Third Schedule of the Lease have been complied with"

**9. Rent Review**

- 9.1 The Rent hereby reserved shall on each of the Review Dates be adjusted either upwards or downwards (but subject to the Rent never falling below the actual amount of the yearly rent specified in the definition of Rent in Clause 1.1 hereof) by reference to any percentage change in the Index between :-
  - 9.1.1 (in relation to the first of the Review Dates) the figure published immediately prior to the term commencement date and the figure published immediately prior to the first Review Date and
  - 9.1.2 (in relation to each of the subsequent Review Dates) by reference to any percentage change in the Index between the figure published immediately prior to the previous Review Date and the figure published immediately prior to the Review Date in question
- 9.2 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Company and the Buyer shall agree a suitable alternative Index for the purpose of this Clause
- 9.3 If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed
- 9.4 If on any of the Review Dates there shall be in force legislation which :-
  - 9.4.1 prevents restricts or modifies any revision or increase in the Rent (or the Company's right to receive the same) pursuant to the provisions of this Lease or
  - 9.4.2 prohibits or restricts (as a result of the amount of the increased Rent that would otherwise be payable) :-

9.4.2.1 the charging of any premium on an assignment or transfer of this Lease or

9.4.2.2 the right of the Company to receive the Rent provided for herein or to enforce the covenants herein contained on the part of the Buyer

then the Review Date affected thereby shall be postponed until the expiration of three months from the date upon which such prevention restriction or modification is removed relaxed or modified and the Company shall then be entitled to recover any resulting increase in the Rent with effect from the postponed Review Date as shall then be permitted by law Provided That nothing herein shall be construed as varying any subsequent Review Date

9.5 If the revised Rent has not been ascertained pursuant to the foregoing provisions on the relevant Review Date :-

9.5.1 the Buyer shall continue to make payments at a rate equal to the Rent payable immediately before the relevant Review Date (such payments being on account of the revised Rent to be ascertained) and

9.5.2 on the date for payment of Rent next following the ascertainment of the new Rent the amount payable by the Buyer to the Company by way of rent shall be increased or decreased to reflect the amounts which would have been payable if the revision of the Rent had been ascertained on the relevant Review Date and no interest shall be payable on any additional amount provided the same is paid within seven days of such date

9.6 Any dispute as to the amount of any adjustment to the Rent by reference to the Index pursuant to Clause 9.1 or in relation to any new Index to be used in the circumstances set out in Clause 9.2 or any postponement of a Review Date pursuant to Clause 9.4 shall be determined in exactly the same manner as provided for in paragraph 4 of Part I of the Sixth Schedule hereto

**FIRST SCHEDULE**  
**PART I**  
(Definition of Apartment)

There shall be included in the Apartment:-

- (a) One half of all internal walls dividing the same from any adjoining apartments garages or internal parts of the Common Parts (and such walls shall be deemed to be party walls and maintainable as such) and the whole of all other internal walls;
- (b) Any screed floorboards plasterboards panels tiles and other fixings and finishes upon the inner surface of the Main Structure of the floors external walls and ceilings thereof;
- (c) The glass and frames of windows and internal doors (including glass and fastenings);
- (d) All doors other than communal doors;
- (e) All Service Installations comprised therein exclusively serving the same but not those used in common;
- (f) Where the same includes a balcony or terrace the fixings and finishes upon the surface of the floor and the interior of any walls or ceilings thereof and the airspace to the ceiling level thereof;
- (g) All other internal parts thereof not specifically hereinbefore mentioned (but excluding all parts of the Main Structure therein)

**PART II**  
(Definition of Main Structure)

There shall be included in the Main Structure:-

- (a) The foundations of the Buildings
- (b) The external walls of the Buildings (excluding any items fixed thereto as mentioned in paragraph (f) of Part I hereof) and any rendering tiling or other fixings and finishes upon the exterior thereof;
- (c) Any joists and floor-slabs and the internal structure of any loadbearing supporting or retaining floor walls beams columns or ceilings of the Buildings and all other similar structural parts thereof;
- (d) The roofs over the Buildings and the roof space therewith;
- (e) The whole of the boundary walls or fences dividing any garden land comprised in any Dwellings from the Common Parts or the Amenity Areas;
- (f) All communal windows and doors

**SECOND SCHEDULE**  
**PART I**  
**(Rights Granted)**

The right for the Buyer and all persons authorised by the Buyer (in common with all other persons having a similar right):-

**Access**

- (a) To pass on foot over any parts of the Estate Roads and Amenity Areas intended for pedestrian use and with or without vehicles along those parts of the Estate Roads and Amenity Areas intended for vehicular use

**Pedestrian Access**

- (b) To pass on foot along halls corridors staircases landings and other footways comprised in the Common Parts

**Services**

- (c) To use the Estate Sewers and Service Installations comprised in the Estate or the Estate Roads for the passage of water sewage gas electricity and other services

**Aerials**

- (d) To use any communal aerial system or other communal transmission media provided for the Property in the Block or the Estate Roads or Amenity Areas

**Refuse**

- (e) To use any bin store situated in the Common Parts or Amenity Areas which the Developer or the Management Company has previously identified as being for the use of the Property

**Parking**

- (f) The exclusive right to use the Parking Space(s) for the parking of a private motor car or motor cycle which shall be taxed and in a roadworthy condition

**Other Facilities**

- (g) To use the Amenity Areas and any facilities provided on the Estate for the common use and benefit of the Buyer and the owners and occupiers of the Estate

### **Projections**

- (h) To retain in place any parts of the Property which overhang or protrude into the Estate or the remainder of the Development

### **Support**

- (i) To have the Property supported and protected by all parts of the Estate and the remainder of the Development including the adjoining Buildings and Apartments in the Block

### **Entry**

- (j) To enter upon the Estate or the remainder of the Development (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Estate

## **PART II (Rights Reserved)**

1. The rights (which so far as not already created or hereby reserved) of the registered proprietor from time to time of any part or parts of the Estate and all persons authorised by them (in common with all others having a similar right):-

### **Services**

- (a) To use the Service Installations comprised in the Property (if any) for the passage of water sewage gas electricity and other services;

### **Projections**

- (b) To retain in place any parts of the Buildings comprised in the Estate which overhang or protrude into the Property;

### **Protection**

- (c) To have all parts of the Estate and the remainder of the Development supported and protected by the Property; and

### **Entry**

- (d) To enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all other parts of the Estate and the Development and the Service Installations comprised in the Property

## **2. Future Services**

The right for the Company and the Developer and all persons authorised by them to enter upon the Property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any Statutory authorities or Services Supply Companies in connection with the supply of services usually provided or maintained by them

**THIRD SCHEDULE**  
**(Covenants by the Buyer)**

**1. Maintenance Charge, Rent, Interest and Taxes**

- (a) (i) To pay the Maintenance Charge and the Rent on the days and in the manner herein provided without any deduction (whether by way of set off lien charge or otherwise) whatsoever the first payment or a proportionate part thereof to be paid on the date hereof
  - (ii) That in the event of the Maintenance Charge the Rent or any other sum payable in accordance with the terms of this Lease (or any part or parts of the same) remaining unpaid five working days after the same shall have become due (whether formally demanded or not) the Buyer shall pay interest at the rate of 4 per cent per annum above the Base Rate of National Westminster Bank Plc prevailing from time to time or at the rate of 12% (whichever shall be the higher) upon the amount remaining unpaid from the date upon which it became due to the date of payment of such Maintenance Charge or other sum being deemed to be rent recoverable by the Management Company as rent in arrear
- (b) To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property

**2. Repair**

To keep the Property including the Service Installations exclusively serving the Property with all erections and improvements which may hereafter be made in a good state of repair and condition

**3. Legislation**

- (a) To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by Landlord tenant or occupiers) and not to do or permit or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company the Developer and the Management Company indemnified against all claims demands and liabilities in respect thereof
- (b) To give full particulars in writing to the Company of any notice direction or order (or proposal for the same to be made) given or issued to the Buyer by any local or public authority within seven days of receipt of the same and if so required by the Company produce the same to the Company and without delay take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Company make or join with the Company in making any objection or representation against the same (or any such proposals) as the Company shall deem expedient

**4. User**

- (a) That no part of the Property shall be used for any purpose other than as or incidental to a private dwelling in the occupation of one household only
- (c) Not to use the Property for any illegal or immoral purpose nor to permit any illegal drug or drugs to be brought onto the Property

**5. Support**

That nothing shall be done which may lessen the protection or support given by the Property to the Estate or the Development including the adjoining or neighbouring Apartments and Common Parts in the Block

**6. Nuisance**

Not to do or permit or omit to be done on the Property or the Estate or the Development any act matter or thing:-

- (a) Which may be or become a nuisance annoyance or disturbance or inconvenience to the Company the Developer the Management Company or the registered proprietors of the titles to any part or parts of the Estate or the remainder of the Development or which may prejudicially affect the Property or the Estate or the remainder of the Development or which may damage the Service Installations and not to play any musical instrument electronic recording television or radio which may be audible outside the Property
- (b) Whereby any insurance effected by the Management Company in respect of the Property and the Estate may be rendered void or voidable or whereby the rate of premium may be increased

**7. Obstruction**

Not to obstruct those parts of the Estate Roads or Amenity Areas intended for vehicular use and to park only in the Parking Space(s) nor Obstruct the Common Parts and not to injure or in any way damage the common entrances walls stairways corridors and landings in the Block or the Amenity Areas

**8. Disposals**

Not to transfer underlet or otherwise part with possession of part only of the Property

**9. Alterations**

Not to make any structural alterations to the Property or replace any of the windows thereof nor without the previous written consent of the Company or the Management Company erect on or affix to the Property or the Main Structure any satellite dish aerial or any hoarding advertisement or notice including any notice offering the Property for sale or to let

**10. Assessments**

To pay all sums of any nature assessed or charged at any time upon the Property or the Company the Developer the Management Company or the Buyer in respect thereof

**11. Expenses**

To pay all expenses (including Solicitor's costs and surveyor's fees) incurred by the Company or the Management Company in the recovery of any arrears of Maintenance Charge or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoided (otherwise than by relief granted by the Court)

**12. Inspections**

- (a) To permit the Company and the Developer and all persons authorised by them (including the Management Company) after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Company or the Developer may serve notice in writing specifying any repairs necessary and require the Buyer forthwith to execute the same); and
- (b) If the Buyer shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Company or the Developer to enter upon the Property and execute such repairs (and the cost thereof including the Company's Surveyor's or Agent's fees shall be a debt due from the Buyer to the Company or the Developer)
- (c) To permit the Company or the Developer and all persons authorised by them for the purposes of this clause (including the Management Company) at all reasonable times to enter upon the Property with all necessary materials and equipment to inspect repair and renew the Block or Buildings (or any parts thereof) within the Estate or to clean repair or renew any of the Service Installations used in common the persons exercising such right making good any damage caused to the Property to the reasonable satisfaction of the Buyer

**13. Indemnity**

To indemnify and keep indemnified the Company the Developer and the Management Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Buyer or his undertenant of any covenants relating to the Property herein contained or on the registers of the title above referred to

**14. Refuse**

To deposit all domestic refuse only in the refuse disposal containers to be kept in the bin stores which the Company the Developer or the Management Company may have previously identified as being for the use of the Property

**15. Parking**

Not to use the Parking Space(s) for any purpose other than the parking of a private motor car or a private motor cycle which shall be in a roadworthy condition and shall exhibit a current Road Fund Licence

**16. Damage**

Not to place any excessive weight or strain on the floors of the Property and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant

**17. Animals**

Not to keep at or on the Property any animal livestock or birds other than with the prior written consent of the Company who shall have absolute discretion and may impose such conditions as it thinks fit to ensure that there shall be no nuisance disturbance or inconvenience caused to the owners or occupiers of any Dwelling and in the event that any such condition shall in the Company's sole opinion be breached the Company shall be fully entitled to revoke any previous consent with immediate effect

**18. Windows**

To keep the inside of all windows in the Property clean and to ensure that the Property has appropriate floor coverings on all floors and curtains or blinds to all windows

**19. Washing Lines**

Not to erect any washing line within the Estate and not to use any part of the Common Parts or the Amenity Areas for the purpose of drying or airing laundry except such areas as may from time to time be designated for such purpose by the Company the Developer or the Management Company

**20. Regulations**

To comply with such rules and regulations as the Management Company may from time to time introduce with regard to the proper management of the Estate

**FOURTH SCHEDULE**  
(Covenants by the Company and the Developer)

**1. Quiet Enjoyment**

To allow the Buyer (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said term without any interruption by the Company or the Developer

**2. Enforcement**

To enforce (if so required by the Buyer in writing) the covenants in terms similar to the covenants contained in the Third Schedule to this Lease given or to be given in the Leases upon the Buyer indemnifying the Company and the Developer against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company or the Developer may

require and complying with all reasonable requirements of the Company or the Developer (including obtaining at the Buyer's expense the Opinion of Counsel nominated by the Company or the Developer prior to requiring the Company or the Developer to enforce the said covenants)

**3. Maintenance**

- (a) To procure that the Management Company shall observe and perform the obligations of the Management Company contained in the Fifth and Sixth Schedules of this Lease and for the Company to carry out such obligations in the event of the Management Company failing to do so.
- (b) Until such time as it grants a Lease of any Apartment comprised in the Block (in so far as the same is not the responsibility of the Management Company) to maintain repair and renew such Apartment

**4. Uniformity**

To impose in the Leases covenants in terms similar to those contained in the Third Schedule to this Lease

**FIFTH SCHEDULE**

**PART I**

(Covenants by the Management Company in respect of the Buildings and Common Parts)

**1. Repair**

To keep the Common Parts in a good state of repair and condition

**2. Painting**

To paint or otherwise treat (if appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of a good quality such parts of the Common Parts as are usually painted or otherwise treated and the exterior of the doors door frames and window frames in all walls dividing the Property from the Estate

**3. Cleaning**

To keep and maintain the Common Parts clean and tidy and in good repair and to arrange for the regular cleaning of the exterior of all windows comprised in the Buildings and the interior of all windows comprised in the Common Parts

**4. Lamps**

To maintain in proper working order any lamps or lighting provided for the illumination of the Common Parts

**5. Aerials**

To maintain in proper working order any communal aerial system or other communal transmission media serving the Block

**6.**

**(a) Insurance**

To keep the Property and the Block and the Buildings insured against all risks from time to time included in the Nominated Insurer's Policy of insurance (including subsidence and heave) and such other risks as the Management Company shall deem necessary:-

- (i) With the Nominated Insurer;
- (ii) In a sum equal to the full rebuilding cost thereof;

- (b) To make all payments necessary for the above purpose within seven days after the same shall become due;

- (c) To produce to the Buyer on demand the Policy of such insurance and the receipt of each such payment;
- (d) To permit the Buyer to notify the Nominated Insurer of the interest of the Buyer and any mortgagee in the Policy of such insurance and for that purpose (at the request of the Buyer) to furnish the Buyer with particulars of such Policy;
- (e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Property and the Buildings; and
- (f) To make up out of the Management Company's own monies any deficiency in the monies required to complete such rebuilding and reinstatement

**7. Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Common Parts

**PART II**  
(Covenants by the Management Company  
in respect of the Amenity Areas)

**1. Maintenance**

To keep maintain and repair (and wherever necessary renew) the Amenity Areas Service Installations and Buildings and any other structures within the Amenity Areas in a good state of repair and condition

**2. Clean and Cultivate**

To clean cultivate tidy and maintain any verges floral grassed or recreational areas within the Amenity Areas

**3. Lamps, tools and other equipment**

To keep in proper working order any lamps or lighting columns provided for the illumination of the Amenity Areas

**4. Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Amenity Areas;

**5. Insurance**

To keep the Amenity Areas insured against all risks in the manner provided in paragraph 6(a) of Part I of the Fifth Schedule hereto mutatis mutandis

**SIXTH SCHEDULE**  
**PART I**  
(Covenants by the Management Company and the Buyer  
in respect of the Maintenance Charge)

**1. Estimate**

The Management Company shall as soon as practicable after the 1st day of January in each year prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule ("Estimated Management Costs") for such year in respect of:-

- (a) Expenditure relating specifically to the Buildings and the Common Parts pursuant to the provisions of Part I of the Fifth Schedule; and

(b) Expenditure relating to the Amenity Areas pursuant to the provisions of Part II of the Fifth Schedule; and shall forthwith thereafter notify the Buyer of such Estimated Management Costs

**2. Payment**

The Buyer shall within 14 days of receipt of demand therefor pay the Maintenance Charge to the Management Company (or to the Company if the Company is carrying out the obligations of the Management Company under the provisions of paragraph 3(a) of the Fourth Schedule) the first payment (or a proportionate part of thereof) to be made on the signing hereof

**3. Account and Adjustment**

The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule ("Actual Management Costs") in relation to Parts I and II of the Fifth Schedule and shall as soon as reasonably practicable after the end of each calendar year notify the Buyer of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Buyer in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year

**4. Disputes**

If any dispute difference or question shall arise between the Buyer and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine

**PART II**  
(Expenditure to be recovered by  
means of the Maintenance Charge)

**1. Covenants**

The sums spent by the Management Company of and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Fifth Schedule and Part I of this Schedule

**2. Sundry Fees**

All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule

**3. Employees**

All expenditure incurred in respect of any employees of the Management Company in the provision of uniforms clothing or accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Management Company shall from time to time determine

**4. Insurance**

The costs of effecting and maintaining in force the Insurance Policies referred to Fifth Schedule hereof

**5. Rates**

All rates (including water rates) charges taxes assessments and any other outgoings payable in respect of the Estate

**6. Maintenance**

All sums paid by the Management Company for the repair and maintenance decoration cleaning lighting and managing of the Estate whether or not the Management Company was liable to incur the same under its covenants herein contained

**7. Tax**

Any tax (including Value Added Tax) paid or payable by the Management Company to the extent that the same is not recoverable by the Management Company

**8. Interest**

Any interest or other charges incurred by the Management Company borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule

**9. Litigation**

The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whatsoever

**10. Administration**

The costs of administering the Management Company including the costs of preparing and auditing accounts the printing and sending out of notice circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body

**11. Reserve Fund**

Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure commensurate with its obligations hereunder

**SEVENTH SCHEDULE**  
(Agreements and Declarations)

**1. Restrictions**

The rights specified in the Second Schedule are subject to the persons exercising the same:-

(a) As to the rights of entry:-

(i) giving reasonable notice;

(ii) causing as little damage as possible; and

(iii) making good to the reasonable satisfaction of any person thereby affected any damage caused

(b) As to the rights to use the Amenity Areas and Common Parts paying the Maintenance Charge

(c) As to the rights to use the Service Installations paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations

## 2. Notices

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder

## 3. Disputes

If any dispute shall arise between the Buyer and the registered proprietors of the Dwellings relating to:-

- (a) 'Property' 'Development' 'Apartment' 'Estate' 'Main Structure' 'Service Installations' 'Buildings' 'Common Parts' 'Amenity Areas' or 'Accessways'
- (b) and rights granted or reserved; or
- (c) any covenants agreements of declarations

then such dispute shall be referred by any of the parties thereto to the determination and awards of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Buyer and the other party or parties to the dispute and whose fees and expenses shall be borne by the Buyer and the other party or parties to the dispute in such proportions as the said Solicitor shall determine

## 4. Perpetuity

The Perpetuity Period applicable to this Lease is eighty years from the commencement of the Term

## 5. Interpretation

Where the context so admits 'Company' 'Developer' 'Management Company' and 'Buyer' shall include the successors in title of the Company the Management Company and the Buyer respectively and singular shall include the plural and the masculine shall include the feminine and vice versa

## 6. Headings

The Headings to each clause of this Lease shall not form part thereof

## 7. Co-ownership

Where there are two or more persons included in 'Buyer' the covenants expressed to be made by the Buyer shall be deemed to be made by such persons jointly and severally and as between such persons that they shall hold the Property upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on a disposition of the Property

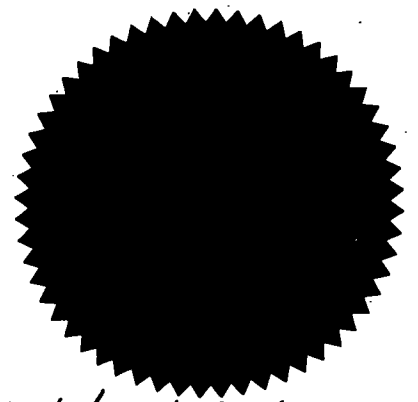
## 8. Maintenance Charge

The Company may at any time prior to the construction of the final Dwelling on the Estate vary the number of Dwellings to be constructed and/or vary the specification thereof and (if required as a result thereof) shall also vary by notice to the Buyer the Maintenance Charge Provided That any such variation shall be reasonable in the context of the change and wherever appropriate shall be calculated on the same basis mutatis mutandis as the original apportionment

THE COMMON SEAL of  
GEORGE WIMPEY UK LIMITED  
was hereunto affixed to this Deed in the  
presence of:-

)  
[Handwritten signature]

Authorised Signatory

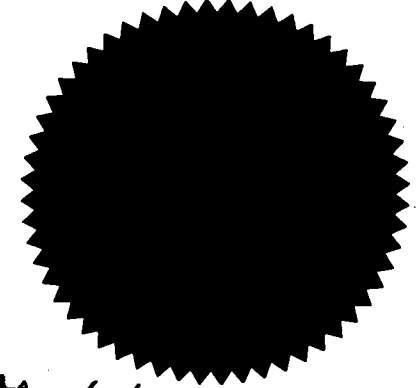


GWUK/MA/13/05/0057

THE COMMON SEAL of  
GEORGE WIMPEY MANCHESTER LIMITED  
was hereunto affixed to this Deed in the  
presence of:-

)  
[Handwritten signature]

Authorised Signatory



MA/13/05/0544

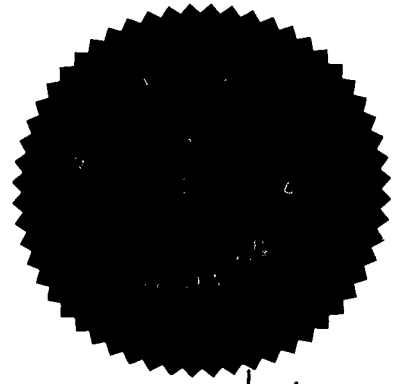
THE COMMON SEAL of CONTOUR  
PROPERTY SERVICES LIMITED  
was affixed to this Deed in the  
presence of:-

)  
)  
)  
)  
Craig B Howard  
**DIRECTOR**

Authorised Signatory

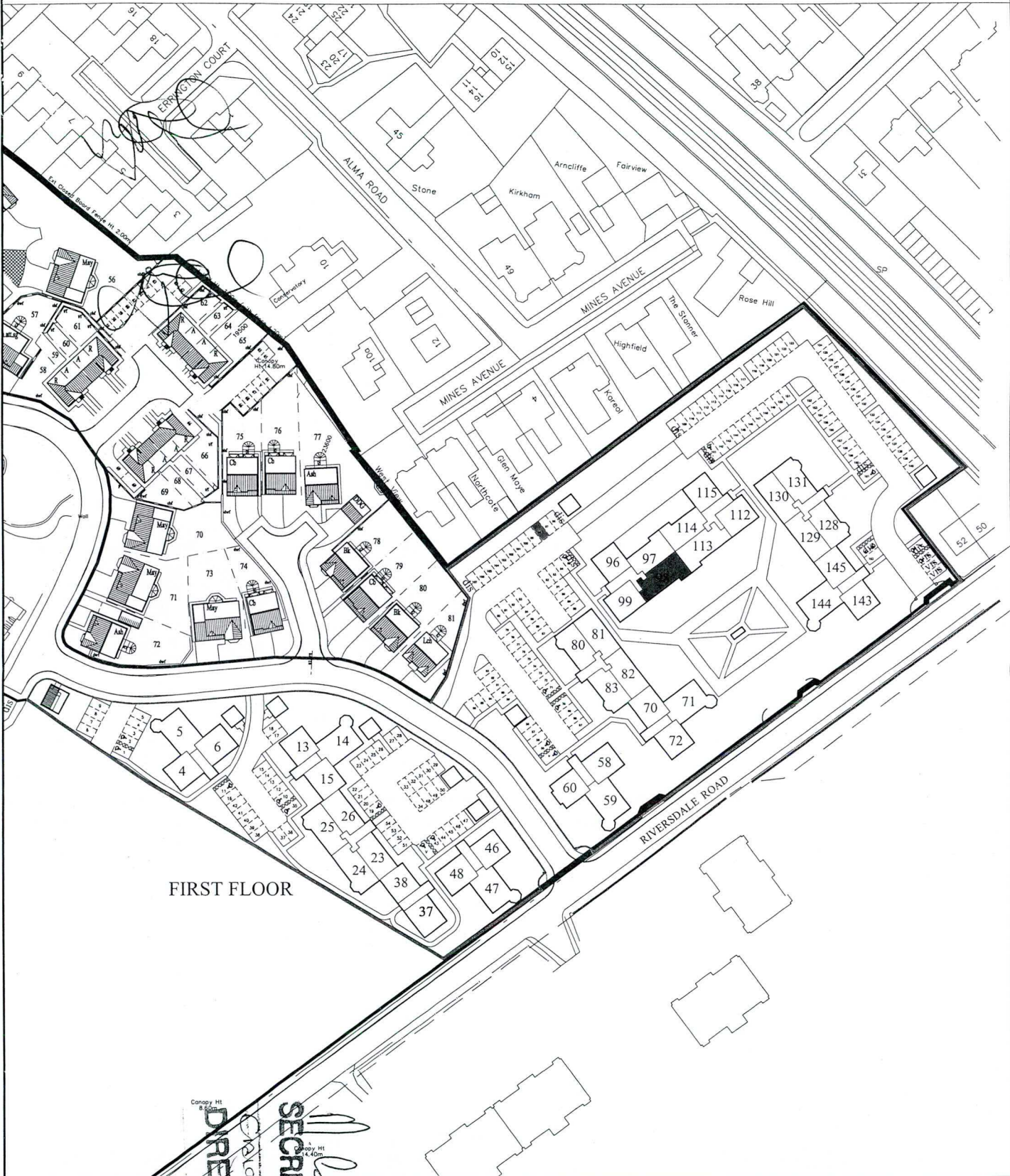
Authorised Signatory

**SECRETARY**  
[Handwritten signature]



1187/05/JG

# RIVERSIDE PARK



FIRST FLOOR

Canopy Ht. 8.80m  
**SECRETARY**  
 CHALD & HOWARD  
**DIRECTOR**  
 Canopy Ht. 2.40m

Signed by the Purchaser.



Signed for the Company.

*[Handwritten Signature]*

Authorised Signatory.



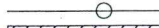
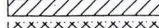

11/01/05  
**George Wimpey**

PLOT No 98  
 RIVERSIDE PARK RIVERSDALE ROAD AIGBURTH LIVERPOOL

**George Wimpey Manchester Ltd.**  
 629 Eccles New Road  
 Salford M50 1BD  
 T 0161 736 4321  
 F 0161 736 7368  
 DX 709950 Salford 10  
 www.georgewimpey.co.uk

NORTH.



Service Verge Shown Thus:   
 Foul Water Sewer Shown Thus:   
 Surface Water Sewer Shown Thus:   
 NE Cable Easement Shown Thus:   
 Sewer Easement Shown Thus: 

Scale: 1:1000

Land & Drg No.

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