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Title Number CH45658

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SEQ114



PREScribed LEASE CLAUSES

RE- 100a Church Road Birkenhead Wirral CH42 OLG

LR1 - DATE OF LEASE	4/2/13
LR2 - TITLE NUMBER	CH45658
LR3 - PARTIES TO LEASE	GEORGE WARBURTON & SUSAN ELLISON WARBURTON - LANDLORD victor GEORGE WARBURTON - TENANT
LR4 - PROPERTY	The property is described in clause 1 of the Lease
LR5 - PRESCRIBED STATEMENTS	None
LR6 - TERM FOR WHICH THE PROPERTY IS LEASED	125 years
LR7 - PREMIUM	Sixty Thousand Pounds (£60,000)
LR8 - PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THE LEASE	The Lease contains provisions that prohibit or restrict dispositions
LR9 - RIGHTS OF ACQUISITION	None
LR10 - RESTRICTIVE COVENANTS GIVEN IN THE LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY	None
LR11 EASEMENTS	11.1 Easements granted by this lease for the benefit of the property - Easements referred to in Second Schedule. 11.2 Easements granted or reserved by this lease over the property for the benefit of other property - The easements referred to in the Third Schedule.
LR12 - ESTATE RENT CHARGE BURDENING THE PROPERTY	None
LR13 - APPLICATION FOR STANDARD FORM OF RESTRICTION	None
LR14 - DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT	The tenant is the sole beneficial owner

Certified a true copy of the original

(Signed) MWA
Maxwell & Co. solicitors, Heswall
This 4 day of Feb 2013

THIS LEASE dated the 4th day of February 2012,
George Warburton and Susan Ellison Warburton of 6 Woodcot Lane Heswall
Wirral CH60 6SJ (hereinafter called "the Landlord") of the One part and George Warburton
Warburton of 6 Woodcot Lane Heswall Wirral CH60 6SJ (hereinafter called "the
Lessee") of the other part

WHEREAS :-

- (1) The Landlord is the owner of the freehold property known as 100 Church Road Birkenhead Wirral CH42 0LG (such premises being hereinafter referred to as the Building and registered at H M Land Registry under title number CH45658.
- (2) The Landlord has previously granted Leases or intends hereafter to grant Leases of the premises in the Building other than the premises hereby demised and the Landlords have in every Lease imposed and intend in every future Lease to impose the restrictions set forth in the First Schedule hereto to the intent that any owner or lessee for the time being of any part of the building or any premises therein may be able to enforce the observance of the said restrictions by the owners or occupiers for the time being of the other premises
- (3) The Landlord has agreed with the Lessee for the grant to the Lessee of a Lease of the property hereinafter described for the consideration at the rent and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows :-

1. _____ In pursuance of the said agreement and in consideration of the sum of sixty thousand pounds (£60,000) paid to the Landlord by the Lessee on or before the execution hereof (the receipt whereof the Landlord hereby acknowledge) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid and observed as

before the Landlord HEREBY DEMISES unto the Lessee ALL THAT the premises (hereinafter called "the premises") numbered 100a Church Road Birkenhead CH42 0LG being on the first floor of the Building and shown edged in red on the plan numbered 1 annexed hereto including:

1-1 the floor and ceiling finishes ,but not any other part of the floor slabs and ceiling slabs that bound the Premises ,

1-2 the inner half severed medially of the internal non load bearing walls that divide the Premises from the Building

1-3 the interior plaster and decorative finishes of all walls bounding the Premises

1-4 the doors and windows and doors and window frames at the Premises

1-5 all additions and improvements to the Premises

1-6all the landlords fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises or otherwise except any fixtures installed by the lessee that can be removed from the Premises without defacing them and

1-7 the conducting media exclusively serving the Premises

but **EXCEPTING AND RESERVING** the structural parts, load bearing framework, roof, foundations, joists and external walls and the conducting media and machinery and plant within but not exclusively serving the premises TOGETHER ALSO with the easements rights and privileges mentioned in the Second Schedule EXCEPT AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the premises hereby demised unto the Lessee from the First day of January two thousand and thirteen for the term of ONE HUNDRED AND TWENTY FIVE YEARS (125 YEARS) YIELDING AND PAYING therefore the annual rent Of £1.00 (One Pound) PER ANNUM together with the sums hereinafter mentioned by way of service charge or otherwise

2. The Lessee HEREBY COVENANTS with the Landlord and with the owners and lessees of the other premises comprised in the Building that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule hereto

3. (i) The Lessee HEREBY COVENANTS with the Landlord as follows –

(a) To pay the said rent (if demanded) and the said further sums by way of service charge or otherwise during the said term at all times and in manner aforesaid without any deduction

(b) To pay all general and water rates taxes assessments charges impositions and outgoings which may at any time during the said terms be assessed charged or imposed upon the premises or the owner or occupier in respect thereof and in the event of any rates taxes assessment charges impositions and outgoings being assessed charged or imposed in respect of the building of which the premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the premises

(c) Not to make any structural alterations or structural additions to the premises nor to erect any new buildings thereon or remove any of the Landlord's fixtures without the previous consent in writing of the Landlords such consent not to be unreasonably withheld or delayed.

(d) To pay all costs charges and expenses (including Solicitor's costs and surveyors fees) incurred by the Landlords for the purpose of or incidental to the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the court

(e) Forthwith after service upon the Lessee of any notice affecting the premises served by any person body or authority (other than by the Landlords) to deliver a true copy thereof to the Landlord and if so required by the Landlord to join with the Landlord in making such representations to any such person body or authority concerning any proposals affecting the demised premises as the Landlord may consider desirable and to join with the Landlords in any as such appeal against any order or direction affecting the

Premises as the Landlords may consider desirable

(f) Within one calendar month after such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Landlords Solicitors every transfer of this Lease or mortgage or Legal Charge of this Lease or the premises or any part thereof and also every underlease of the premises for substantially the whole of the unexpired term and every assignment of such underlease and also every Probate Letters of Administration Order of Court or other instrument affecting or evidencing a devolution of title as regards the said term or any such underlease as aforesaid for the purpose of registration and for such registration to pay to such Solicitor a reasonable fee in respect of each document or instrument so produced

- (g) During the last seven years of the said term not to assign underlet or part with the possession of the premises or any part thereof or the Landlords fixtures (if any) without the previous consent in writing of the Landlords such consent not to be unreasonably withheld
- (h) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Landlords all and singular the premises together with all additions thereto and all Landlords fixtures and fixtures and fittings (if any) in good and tenantable repair and condition
- (ii) If the Landlords and the Lessee shall fail to agree what constitutes the proper proportion of rates taxes and assessments charges impositions and outgoings under sub-paragraph (b) of sub-clause (i) of this clause the matter shall be determined by the Landlords but if the Lessee or the lessee of any of the other flats comprised in the Building shall be unwilling to accept the determination of the Landlords he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institute of Chartered Surveyors (whose fee shall

be paid by the person or Persons requiring such nomination to be made) and such last mentioned surveyors determination shall be final and binding on the Parties

4. The Lessee HEREBY COVENANTS with the Landlords and with the owners and Lessees of the other premises comprised in the Building that the Lessee will at all times hereafter :-

(a) Keep the premises in good and tenantable repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the premises

(b) Contribute and pay half of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto

(c) Permit the Landlords and others authorised by them with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the premises hereby demised or any part thereof for the following purposes namely

(i) to repair any part of the Building adjoining the premises and to make repair maintain rebuild cleanse and keep in order and good condition all sewers drains pipes cables watercourses gutters wires oil pipes party structures or other conveniences belonging to or serving or used for the same and to lay down and maintain repair and test drainage gas and water pipes and electric wires and cables and for similar purposes the Landlords or other persons exercising such rights (as the case may be) doing no unnecessary damage and making good all damage occasioned thereby to the demised premises

(ii) to view and examine the state and condition of the premises and

(iii) for the purpose of cutting off the supply of water to the premises or any other premises in the Building in respect whereof the Lessee or the occupier of such other premises (as the case may be) shall have

made default in paying his share of the water rates

- (d) Make good all defects decays and wants of repair of which notice in writing shall be given by the Landlord to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

5. The LANDLORDS HEREBY COVENANT with the Lessee as follows :-

- (a) that the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessees part to be performed and observed shall and may peaceably and quietly hold and enjoy the premises during the said term without any lawful interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for them
- (b) That the Landlord will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lease) insure and keep insured the Building against loss or damage by fire and such other risks (if any) as the Landlords think fit in some insurance office of repute in the sum of or such greater sum as the Landlords shall think fit and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire as soon as reasonably practicable lay out the insurance moneys in the rebuilding or reinstatement of the Building
- (c) That the Landlord will require every person to whom they shall hereafter transfer or grant a Lease of any premises in the Building to covenant to observe the restrictions set forth in the First Schedule hereto
- (d) that (subject to contribution and payments as hereinbefore provided) the Landlord will maintain repair decorate and renew :-
- (i) the main structure and in particular the roof chimney stacks gutters and rainwater pipes of the Building

- (ii) the gas and water pipes sewers drains and electric cables and wires in under and upon the Building and enjoyed or used by the Lessee in common with the owners and lessees of the other premises
- (iii) the main entrance rear yard passages landings and staircase of the Building so enjoyed or used by the Lessee in common as aforesaid and
- (iv) the boundary walls and fences of the Building
- (e) That (subject as aforesaid) the landlords will so far as practicable keep clean and reasonably lighted the passages landing staircases and other parts of the Building so enjoyed or used by the Lessee in common as aforesaid and as far as practicable keep the forecourt garden way and other parts of the Building in good condition (if any)
- (f) That (subject as aforesaid) the Landlords will so often as reasonably required decorate the exterior of the Building and in particular will paint the exterior parts of the Building usually painted with two coats of at least of good paint at least once in every three years
- (g) That (if so required by the Lessee) they will enforce the covenants similar to those contained in clause 4 hereof entered into or to be entered into by the transferees or lessees of the other premises comprised in the Building on the Lessee indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlords may reasonably require

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the sums hereby reserved by way of service charge or otherwise shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlords at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlords in respect of any antecedent breach of any of the Lessee's Covenants or the conditions herein contained

7.IT IS HEREBY DECLARED as follows :-

- (a) that every internal wall separating the premises from an adjoining premises shall be a party wall severed medially
- (b) that the expression "the Landlord " and "the Lessee" where the context so admits includes their his or her successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (c) that the word "repair" includes the rectification or making good of any defect in the foundation or structure of the Building notwithstanding that it is inherent or due to the original design of the development

8. 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 exceeds One Hundred and Twenty Five Thousand Pounds (£125,000)

THE FIRST SCHEDULE above referred to

Restrictions imposed in respect of the Premises

- 1. Not to use the Premises nor permit the same to be used for any purpose whatsoever from which a nuisance can arise to the owners lessees and occupiers of the other premises comprised in the Building or in the neighbourhood or for any illegal or immoral purposes
- 2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any other premises in any part of the Building or may cause an increased premium to be payable in respect thereof.
- 3. Not to place or allow to be placed dirt rubbish rags or other refuse or permit the same to be thrown in the sinks baths lavatories cisterns or waste or soil pipes in the premises
- 4. (a) No piano pianola gramophone wireless loudspeaker mechanical or

other musical instrument shall be played or used nor shall any singing be practiced in the premises so as to cause annoyance to the owners lessees and occupiers of the Premises comprised in the Building or so as to be audible outside the premises

6. The exterior of the premises shall not be decorated otherwise than in manner agreed to by the Landlord such agreement not to be unreasonably withheld or delayed.
7. No external wireless or television aerial shall be erected

THE SECOND SCHEDULE above referred to

Easements rights and privileges included in the Lease

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site thereof
2. The right to use the rear yard shown coloured pink on the plan numbered 2 attached in common with the owners lessees and occupiers of the other Premises in the Building
3. The right to use the staircase leading from the rear yard to the Premises.
4. The free and uninterrupted passage and running of Water and soil gas and electricity and electro magnetic signals from and to the Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time hereinafter (during the period commencing on the date of commencement of the term of the years hereby created and enduring for eighty years which said period shall be the perpetuity period applicable to this Lease) be in under or passing through the Building or any part thereof
5. The right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of Emergency) to enter into and upon other parts of the Building for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid causing as little disturbance as possible and making good any damage caused

6. The right for the Lessee with servants and all others at all reasonable times on notice (except in the case of an emergency) to enter into and upon other parts of the Building for the purpose of repairing and maintaining renewing altering or rebuilding the premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises
7. The benefit of the restrictions contained in the Leases of the other premises comprised in the Building granted or to be granted
8. All the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying as provided in clause 4(b) and the Fourth Schedule of and to this Lease.

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

There is excepted and reserved out of this Lease to the Landlords and the owners and lessees of the other premises comprised in the Building :-

1. Easements rights and privileges over and along and through the demised premises equivalent to those set forth in the paragraphs 1, 2,3, 4, 5, 6 of the Second Schedule to this Lease
2. Power for the Landlords and their surveyors or agent with our without workmen and others at all reasonable times on notice (except in the case of an emergency) to enter the premises for the purpose of carrying out their obligations under clause 5 of this Lease

THE FOURTH SCHEDULE above referred to

Costs expenses outgoings and matters in respect

Of which the Lessee is to contribute

-
1. The expenses of maintaining repairing redecorating and
Renewing :-
 - (a) The main structure and in particular the roof chimney Stacks gutters and

rainwater pipes of the Building

(b) The gas and water and oil (if applicable) pipes drains Electric cables and wires in under or upon the Building and enjoyed or used by the Lessee in common with the owners and lessees of the other premises

(c) The front and rear entrances passages landing and Staircases and the relevant part of the rear yard of the Building so enjoyed or used by the Lessee in common as aforesaid and the boundary walls and fences of the Building

2. The cost of cleansing and lighting the passages landings staircases and other parts of the Building so enjoyed or used by the Lessee in common as aforesaid and of keeping the front and rear entrances and the yard at the rear of the Building in good condition

3. The cost of decorating the exterior of the Building

4. All rates (whether general or water rates) taxes and outgoings if any payable in respect of such front or rear entrances of the Building and the said yard and any other common parts of the Building

5. The cost of insurance against third party risks in respect of the Building if such insurance shall in fact be taken out by the Landlords


6. The fees and disbursements paid to any managing agents appointed by the Landlord in respect of the Building provided that so long as the Landlords do not employ managing agents they shall be entitled to add the sum of ten per cent to any of the above items for administration plus profit

7. When any repairs redecorations or renewals are carried out by the Landlords they shall be entitled to charge as the expenses of the costs thereof their normal charges including profit in respect of such work

8. All other costs charges expenses outgoings and matters incurred by the Landlords as they may think fit in their absolute discretion in and about the maintenance and the proper and convenient management and running of the Building including the cost of the installation and running and maintenance of any television aerial which maybe erected by or on behalf of the

Landlords and the costs and charges of the Landlords accountants in the preparation of the accounts and auditing of the accounts relating to the Building and the provision by the Landlords of the services referred to in this Schedule for which the Lessee pays the service Charge referred to in clause 4(b) of this Lease and it is hereby expressly agreed and declared that the certificate of the Landlords accountants as to the costs charges and outgoings incurred in providing such services under this Schedule and the lessees proportion of the same shall be accepted as binding and final and conclusive on the Lessee and such costs charges expenses and outgoings shall not be limited merely to the actual cost of the same but shall include a reasonable and proper charge by way of profit for the Landlords provisions of such services

SIGNED AS A DEED BY THE
LESSEE IN THE PRESENCE
OF:

S. Ellison-Walsham


Witness 

Address... 234 Telegraph Rd Heswall Wirral

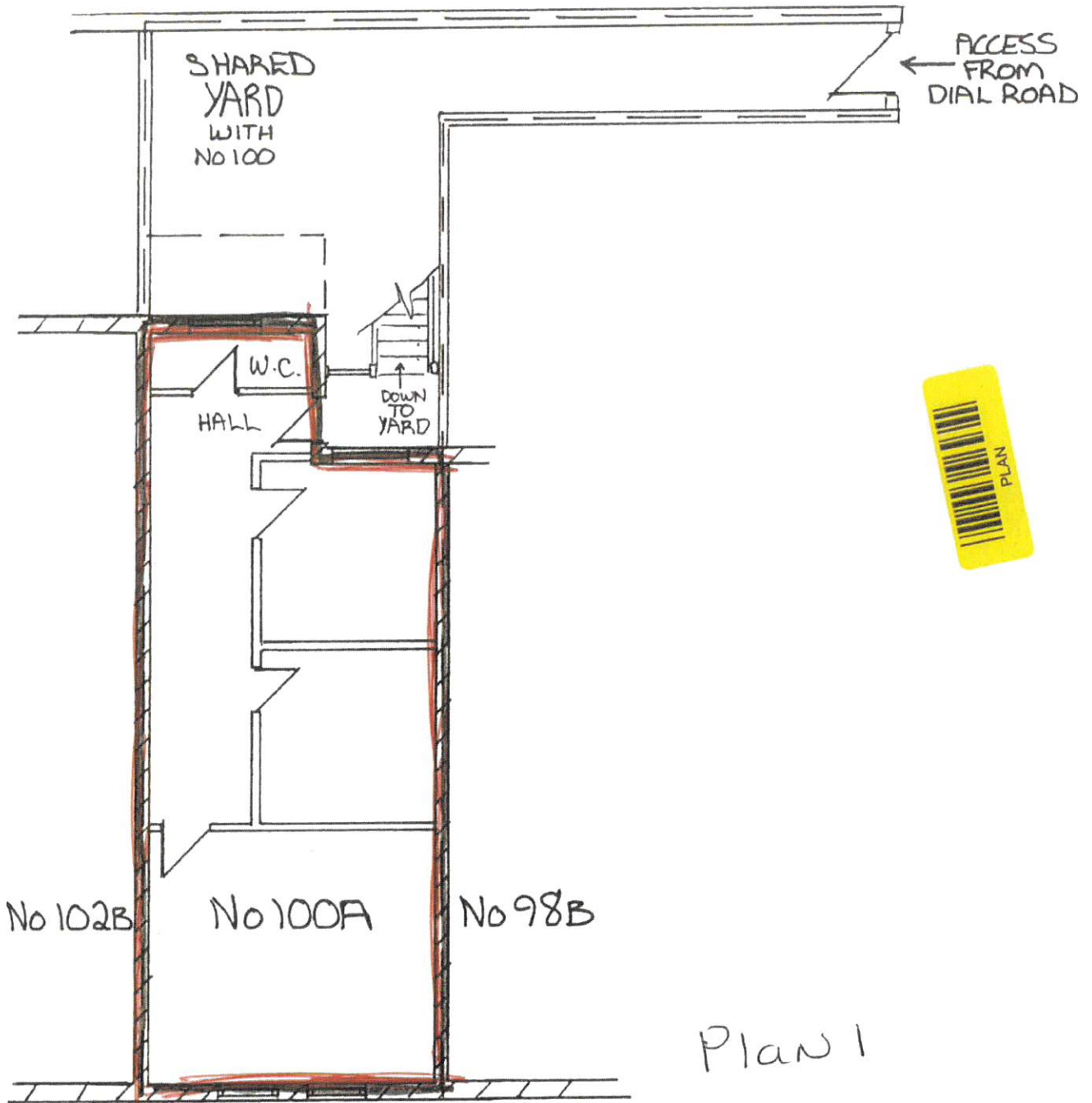
Occupation... legal executive

CH60

S. Ellison-Warburton
PLW



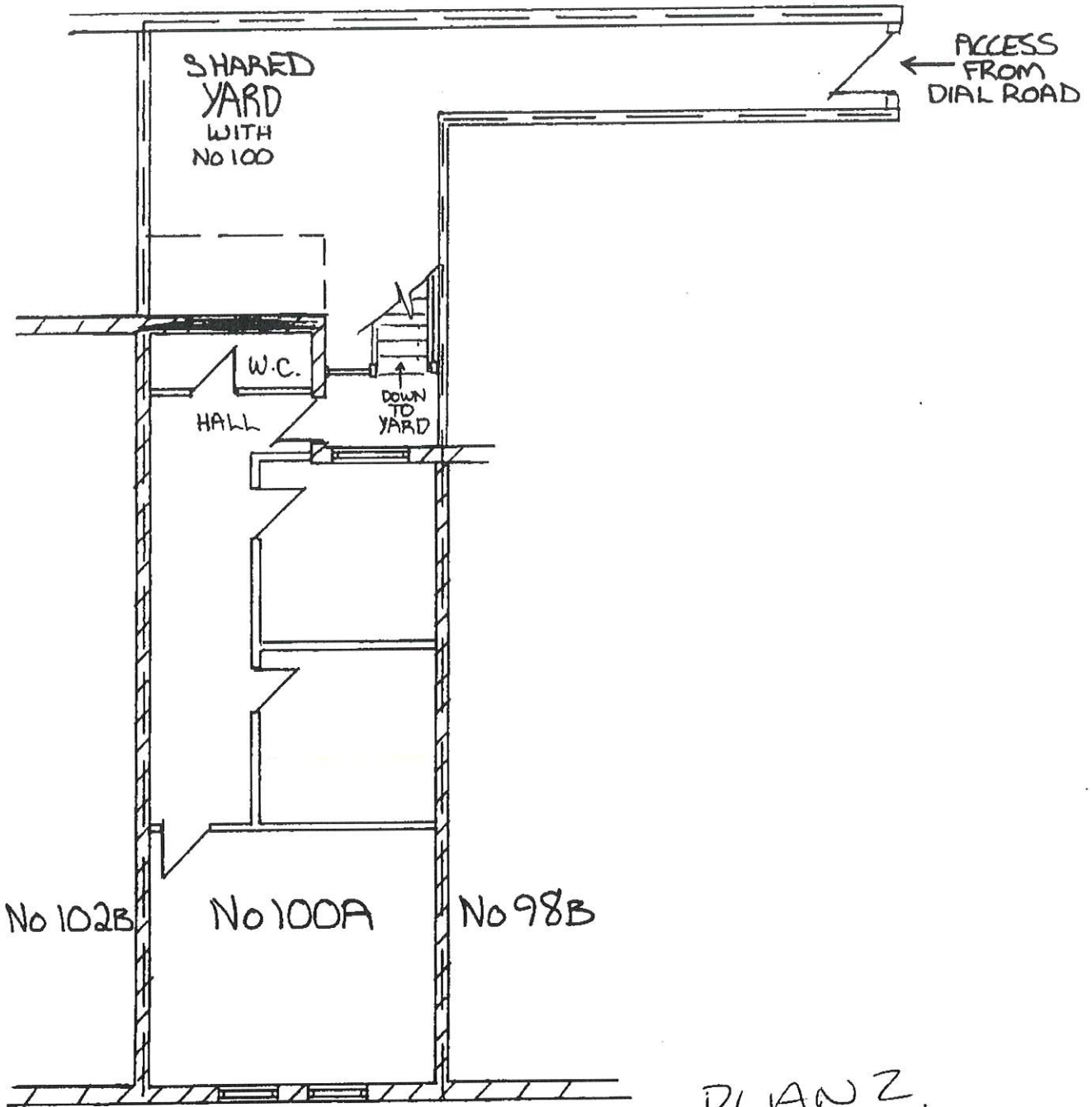
FIRST FLOOR.



Plan 1

100A CHURCH ROAD, BIRKENHEAD, WIRRAL, CH42 0LJ
SCALE 1:100

NORTH



PLAN 2.
GROUND FLOOR.

100A CHURCH ROAD, BIRKENHEAD, WIRRAL, CH42 0LJ
SCALE 1:100