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Title Number MS333592

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DATED 22nd November 1991

Axelmore Limited

- to -

Cheryl Gaskin

L E A S E

- of -

138a Seaview Road

Wallasey Merseyside

11/3/91
17/2/1991

Dingle Kingan & Co

23/25 Seaview Road

Wallasey

**Certified as a true copy
of the original.**

Howard Jones + Company
Howard Jones & Company

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Ann
+ 08

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

County and District : Merseyside Wirral
Title number : MS 263353
Property : 138 Seaview Road
Wallasey



THIS LEASE is made the 22nd day of November One thousand nine hundred and ninety one BETWEEN AXELMOOR LIMITED of 26 Exchange Street East Liverpool Merseyside ("the Lessor") of the one part and CHERYL GAS of 13 Serpentine Road Wallasey Merseyside ("the Lessee") of the other part

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of £32,000 paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and of the rent and covenants hereinafter reserved and contained on the part of the Lessee to be paid observed and performed, the Lessor hereby demises unto the Lessee ALL THAT flat ("the Flat") comprising the part of the ground floor shown edged red on the plan annexed hereto and the whole of the first floor of the building ("the Building") situate and known as 138 Seaview Road Wallasey Merseyside (being part of the premises registered under the said Title Number ^{MS} ~~CH~~ 263353 the part not hereby demised being hereinafter called "the Retained Premises") and which said premises are known as 138a Seaview Road aforesaid including one half part in depth of the structures between the floor of the first floor of the Flat and the respective ceiling of the premises below it and the external walls to the Building above that level and the roof of the Building TOGETHER with the rights set out in the First Schedule hereto but EXCEPTING AND RESERVING the rights and other matters set out in the Second Schedule hereto TO HOLD the Flat unto the Lessee from the date hereof for the term of nine hundred and ninety-nine years yielding

12/6/92
12/6/92



and paying therefor during the said term the yearly rent (if demanded) of one peppercorn

2. THE Lessee HEREBY COVENANTS with the Lessor and with and for the benefit of the owners or Lessees from time to time during the currency of the term hereby granted of the other parts of the Building that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the Third Schedule hereto

3. THE Lessee hereby FURTHER COVENANTS with the Lessor that the Lessee will and all persons deriving title under him will throughout the said term hereby granted:-

3.1 Pay the said rent at the times and in manner aforesaid

3.2 Pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the premises of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat and such proportion in case of dispute to be determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose decision shall be final

3.3 Keep the Flat comprehensively insured at all times throughout the said term in the joint names of the Lessor and the Lessee in an insurance office approved of by the Lessor in the full reinstatement value of the Flat and to make all payments necessary for the above purpose within seven days after the same shall become payable and to produce to the Lessor or its agent on demand the insurance policy and the receipt for each such payment to cause all money received by virtue of any such insurance to be forthwith laid out in re-building and reinstating the Flat and make up any

deficiency out of his own money PROVIDED ALWAYS that if the Lessee shall at any time fail to keep the Flat insured as aforesaid the Lessor may do all things necessary to effect or maintain such insurance and any sum expended by it for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action

3.4 Not to make any structural alterations or structural additions to the Flat or any part thereof or remove any of the landlord's fixtures and fittings without the previous consent in writing of the Lessor

3.5 Pay all costs charges and expenses (including solicitors costs and surveyors fees) incurred by the Lessor 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 be relief granted by the Court

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

3.7 Not at any time during the term hereby granted to assign underlet or part with possession of part only of the Flat

3.8 Within one calendar month of completion taking place to produce to the Lessor's Solicitors all Transfers or Assignments relating to the Flat and to pay to them for the registration of every such document their reasonable fee plus Value Added Tax.

3.9 Clean the windows of the Flat at least once in every month

3.10 Keep the Flat and all walls sewers drains pipes cables wires and

appurtenances thereto belonging 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 Retained Premises

3.11 Permit the Lessor and the owner or Lessee for the time being of the other parts of the Building and others authorised by it or 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 Flat or any part thereof for the following purposes:-

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

3.11.2 to view and examine the state and condition of the Flat

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

4: THE Lessor HEREBY COVENANTS with the Lessee:-

4.1 That the Lessee paying the rent hereby reserved and performed and herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it

4.2 On the granting of a Lease (other than a Lease for 21 years or less) of any other part of the Building of which the Flat forms part to

incorporate in such Lease similar covenants mutatis mutandis as are contained in this Lease meanwhile the Lessor covenants with the Lessee to observe and perform similar covenants mutatis mutandis as are contained in this Lease and (if so required by the Lessee) the Lessor will take all reasonable steps to enforce the said covenants

4.3 To keep the Retained Premises including the foundations main walls (up to the level of the Flat) main timbers main drains and boundary walls and fences of thereof in good and tenantable repair and condition

4.4 To keep the retained premises insured with some reputable insurance company in the joint names of the Lessor and the Lessee in the full re-instatement value of the retained premises and to produce to the Lessee details of the policy of such insurance and a copy of the receipt for the payment of the last premium. In the event of the retained premises being damaged or destroyed the Lessor as soon as practicable will lay out the insurance money received in the repair or reinstatement of the retained premises provided always that if the Lessor shall at anytime fail to keep the retained premises insured as aforesaid the Lessee may do all things necessary to effect or maintain such insurance any sum expended by the Lessee for that purpose shall be repayable by the Lessor on demand and be recoverable forthwith by action

5. PROVIDED ALWAYS and it is hereby agreed that:-

5.1 If any dispute shall arise between the Lessee and the Lessor or the occupier of the Retained Premises relating to the Flat or any repairs to the Building such dispute shall be referred to an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on the Lessee and the Lessor

5.2 If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable 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 Lessor at any time thereafter to re-enter upon the Demised Premises or upon 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 Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

6. IT is hereby AGREED that any notice hereby required or authorised to be given to the Lessor or the Lessee respectively shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) with respect to notices to be given to the Lessor or Lessee (as the case may be) under that Act

7. IN this Deed where the context so admits the expression "the Lessor" and "the Lessee" shall be deemed to include the successors in title of the Lessors and the Lessee respectively the masculine shall include the feminine and where the expression "the Lessee" includes two or more persons the covenants by them herein contained shall be joint and several and such persons declare that they shall hold the Property on trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital money arising on a disposition of the Property

IN WITNESS whereof the parties hereto have executed and delivered this Deed the day and year first before written

THE FIRST SCHEDULE

(Easements Rights and Privileges)

1. The right to subjacent and lateral support and protection from the Retained Premises
2. The free and uninterrupted passage and running of water soil gas and electricity from and to the Flat through sewers drains and watercourses

cables pipes and wires which now are or may at any time hereafter be in under or passing through the Retained Premises

3. 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 the Retained Premises for the purpose of repairing maintaining renewing or altering or rebuilding the Flat or any part of the building giving subjacent or lateral support or protection to the Flat
4. The benefit of the covenants on the part of the lessees contained or to be contained in any Lease of any part of the Retained Premises

THE SECOND SCHEDULE

(Exceptions and Reservations)

1. The right to subjacent and lateral support and to shelter and protection from the Flat
2. The right for the Lessor with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Retained Premises for the purpose of repairing maintaining and renewing or altering or rebuilding the Flat or any part of the Retained Premises giving subjacent or lateral support shelter or protection to the part of the Building which is not hereby demised

THE THIRD SCHEDULE

(Restrictions imposed in respect of the Flat)

1. Not to use the Flat nor permit the same to be used for any purpose wheresoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners and occupiers of the other parts of the Retained Premises 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 relating to the Retained Premises or which may cause an increased premium to be payable in respect thereof

3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat

4. No piano pianola Gramophone wireless loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practiced in the Flat so as to cause annoyance to the owners and occupiers of the Retained Premises or so as to be audible outside the Demised Premises between the hours of 11.00 p.m. and 9.00 a.m.

5. No name writing drawing signboard place or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat

6. No bird dog or other animal which may cause annoyance to any owner or occupier of any part of the Retained Premises shall be kept in the Flat

7. Not by act or neglect to cause or permit the escape of gas from any gas pipes or appliance in the Flat

8. No mats or other articles shall be shaken out of the windows of the Flat

THE COMMON SEAL of Axelmoor Limited
was affixed hereto in the presence of:-

Director

P. Norcott

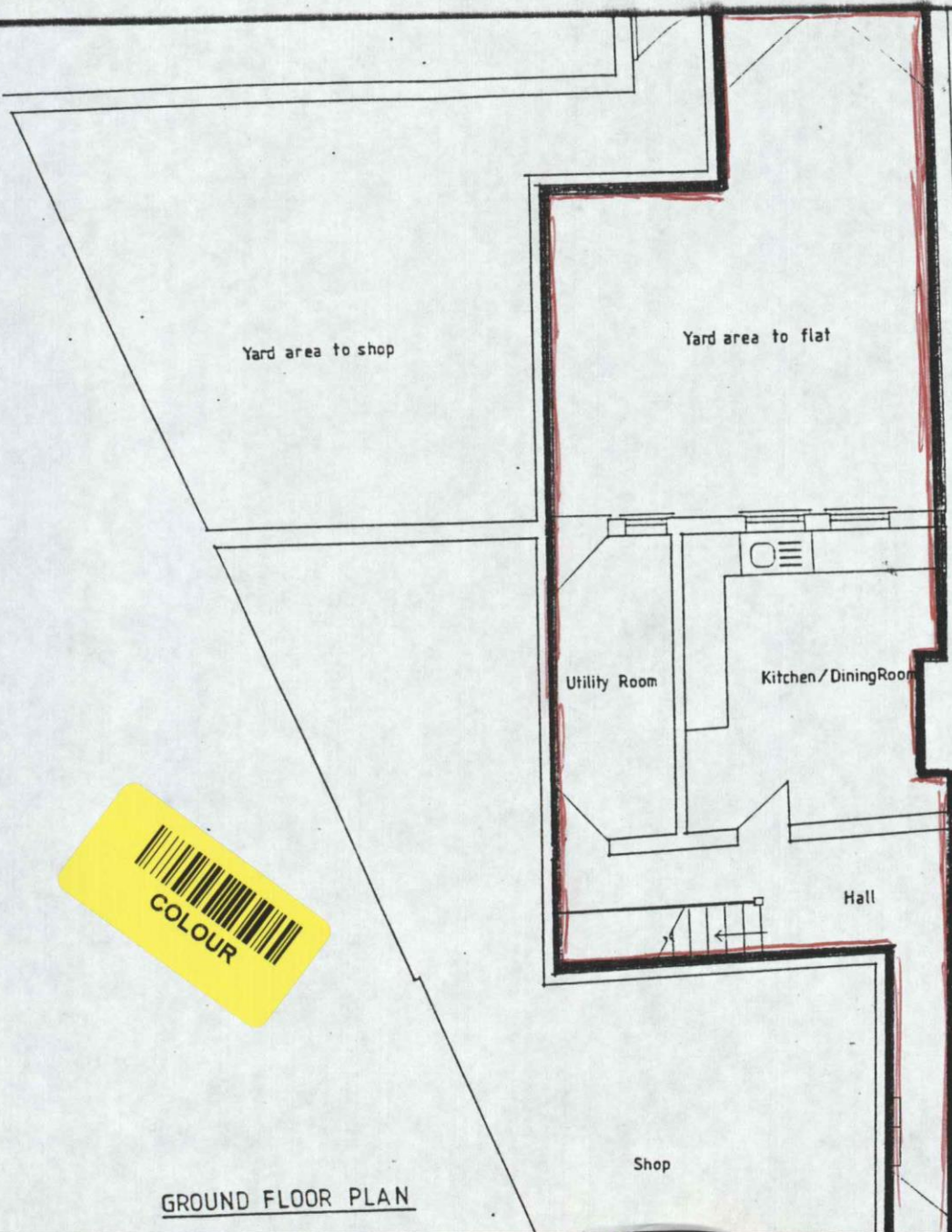
Secretary

D. B. S.

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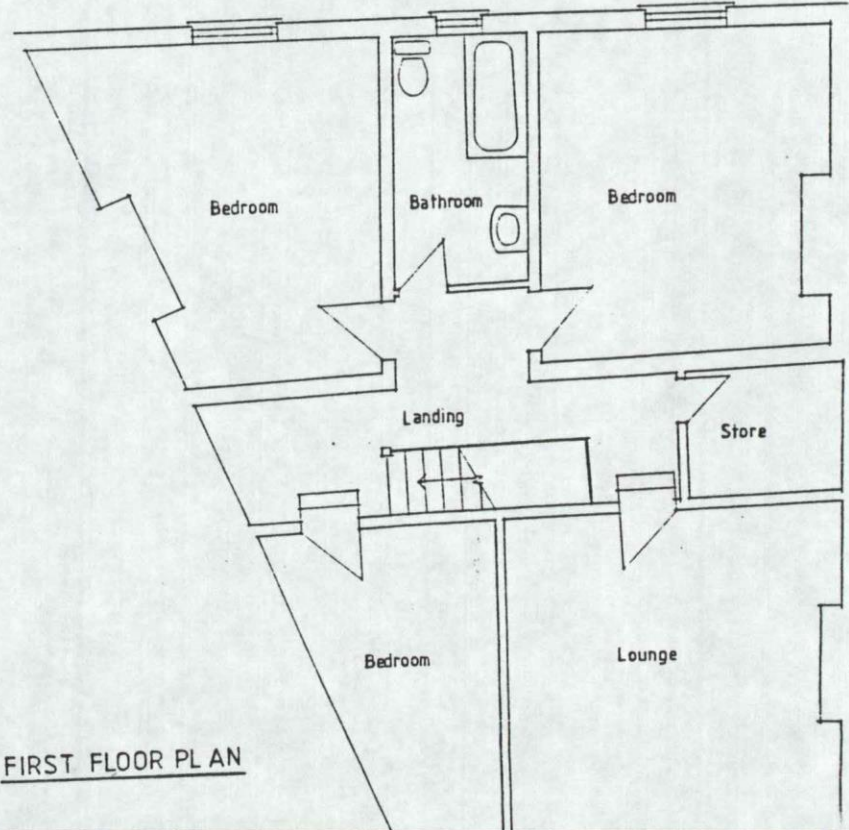


GROUND FLOOR PLAN

Ground and First Floor Plans of
138 Seaview Road
Wallasey
Merseyside

Scale	1:100	 <p>Brewster King ASSOCIATES LTD Chartered Engineers & Building Surveyors</p> <p>138 SEAVIEW STREET WALLASEY, MERSEYSIDE L34 5JF</p>
Date	Sep 91	
Drawn	BKA	
Ref.	288	

SCALE 1:100 approx



FIRST FLOOR PLAN

