

These are the notes referred to on the following official copy

Title Number MS332854

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WE HEREBY CERTIFY
THIS TO BE A TRUE
COPY OF THE ORIGINAL

Mawer & Challenger

WE HEREBY
CERTIFY
THIS
COPY OF THE ORIGINAL

LR1. Date of Lease	7 th May 2010
LR2. Title number(s)	LR2.1 Landlord's title number(s) Title number(s) granted out of which the Lease is granted MS332854 LR2.2 Other title numbers
LR3. Parties to this Lease	Landlord Rathgold Ltd Tenant Sandra Elisabeth Bennett Other parties
LR4.	See the definition of the "Property and Buildings" on page 1 of the Lease.
LR5. Prescribed statements etc	None
LR6. Term of which the property is leased	The term is as follows 999 years commencing on the 7 th day of May 2010
LR7. Premium Specify the total premium, inclusive of any VAT where payable	£85,000.00
LR8. Prohibition or restrictions on disposing of this lease.	None.
LR9. Rights of acquisition etc. Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or	None.



paragraph of a schedule in this lease which contains the provisions.	
LR10. Restrictive covenants given in the lease by the Landlord in respect of land other than the property.	None.
LR11. Easements Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.	LR11. Easements granted by this lease for the benefit of the property. First Schedule LR11.2 Easements granted or reserved by this lease over the property for the benefit of the other property. Second Schedule
LR12. Estate rentcharge burdening the property. Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.	None.

H.M. LAND REGISTRY
Land Registration Acts 1925 to 2002

County & District: Merseyside Wirral
Title Number: MS332854
Property: Flat 562A Old Chester Road Rock Ferry Wirral CH42 4PF

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THIS UNDER LEASE is made the ^{7th} day of ^{May} Two thousand and ^{two} ~~nine~~ **BETWEEN RATHGOLD LIMITED** of 86-88 Wallasey Road Wallasey Wirral CH45 4NN (hereinafter called "the Lessor") of the one part and **SANDRA ELISABETH BENNETT** of 6 Taunton Road Wallasey Merseyside CH45 3JN (hereinafter called "the Lessee") of the other part

WHEREAS:

1. The Lessor is registered under the above numbered title number.
2. The Lessor intends to demise the first and second floor flat known as 562A Old Chester Road Rock Ferry Wirral CH42 4PF (hereinafter called "the Flat aforesaid ") being part of the premises known as 562 Old Chester Road aforesaid to the Lessee subject to the rent and the covenants conditions and other terms and provisions hereinafter contained.

NOW THIS DEED WITNESSETH as follows:

1. **IN** consideration of the sum of £85,000 (the receipt whereof is hereby acknowledged) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor hereby demises unto the Lessee **ALL THAT** first and second floors flat and car parking space comprising part of the ground, first and second floors of the house erected upon and forming part of the above mentioned leasehold property more particularly delineated on the plan annexed hereto and thereon edged in red **TOGETHER** with the rights set out in the First Schedule hereto **AND TOGETHER ALSO** with the benefit of the stipulations and restrictions similar to those contained herein which are imposed or are to be

imposed by the Lease of the remainder of the premises but **SUBJECT** to the rights and obligations set out in the Second Schedule hereto **TO HOLD** the same unto the Lessee from the date hereof for a term of 999 years paying therefore during the said term an annual rent of ten pounds on the 25th day of December in each year

2. **FOR** the avoidance of doubt **IT IS HEREBY DECLARED** that this Lease shall always be construed so that:

- a. The joists upon which the floors of the First Floor Flat rest and the main walls of the property, above the joists, including the roof are the property of the Lessee and shall be maintained and repaired by the Lessee or his successors in title
- b. The footings and foundations main walls and main timbers of the house up to the level of the top of the brickwork supporting the said joists are the property of the Lessor and shall be maintained and repaired by the Lessor or their successors in title
- c. All easements and similar rights now enjoyed by the Flat shall continue to be so enjoyed
- d. Where the Lessor or the Lessee are more than one person then their obligations are deemed to be joint and several

3. **THE** Lessee hereby covenants with the Lessor as follows:

- i. To pay the reserved rent on the days and in the manner aforesaid
- ii. To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Flat or any part thereof **PROVIDED ALWAYS** that where any such outgoings are charged upon the whole of the premises without apportionment the Lessee shall be liable to pay one half only of such outgoings and the Lessor shall keep the Lessee indemnified against the payment of the remaining half
- iii. To observe and perform the covenants and conditions referred to in the Third Schedule hereto
- iv. At the termination of the Lease to yield up the Flat and all fittings and fixtures therein in good and tenantable repair and condition in

accordance with the Lessee's covenants contained in the Third Schedule hereto

4. **THE** Lessor hereby covenants with the Lessee as follows:

- i. To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the remainder of the premises or any part thereof **PROVIDED ALWAYS** that where any such outgoings are charged upon the whole of the premises without apportionment the Lessor shall be liable to pay one half only of such outgoings and the Lessee shall keep the Lessor indemnified against the payment of the remaining half
- ii. To bear the cost of insuring the building against loss or damage by fire flood and other risks and perils normally insured under a householders comprehensive policy in an insurance office of repute to the full replacement value thereof and to make all payments necessary for the above mentioned purposes within 14 days after the same shall respectively become payable **PROVIDED THAT** the Lessee shall contribute one half of the cost of the premium within 14 days of the same becoming due
- iii. The Lessee paying the rent hereby reserved and performing and observing the covenants herein contained shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the Lessor or any person lawfully claiming through under or in trust for them
- iv. To observe and perform the covenants and conditions and other provisions contained in the Fourth Schedule hereto

5. **PROVIDED ALWAYS** that if the rent hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable whether formally demanded or not or if any covenants on the part of the Lessee herein contained shall not be observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by them in that behalf at any time thereafter to re-enter the Flat or any part thereof in the name of the whole and thereupon the term hereby created shall

absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants by the Lessee herein contained

6. **IF** any dispute or difference shall arise between the Lessor and the Lessee concerning any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Lease or the rights duties or liabilities of either party under or in connection with this Lease or the rights duties or liabilities of either party under or in connection with this Lease then and in every such case the dispute or difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and the liability for the costs of such determination shall be determined by the Arbitrator
7. **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 the sum of Two hundred and fifty thousand pounds

IN WITNESS whereof the Lessor has hereunto set its seal the day and year first before written

THE FIRST SCHEDULE

1. A right of support and protection for the Flat by all parts of the remainder of the premises so far as they now support and protect the same
2. A right of passage (in common with the Lessor and others as aforesaid) of gas electricity water and soil from and to any part of the Flat through pipes drains wires and conduits lying or being in under through or over the retained premises so far as they may be reasonably necessary for the beneficial occupation of the Flat for all purposes other than any purposes by any means specifically or by implication forbidden
3. A right with or without workmen and necessary materials to enter from time to time into and upon the remainder of the premises for the purpose of repairing so far as may be necessary such pipes drains wires and conduits as aforesaid and for the purpose of repairing or repainting any part of the Flat or for the purpose of cleaning the windows thereof (insofar as such repairs repainting or cleaning as aforesaid cannot be reasonably carried out without such entry as is by this paragraph referred to)(and in all cases upon giving reasonable previous notice of their intention so to enter to the Lessor or other the owner or occupier for the time being of the remainder of the premises and making good to the reasonable satisfaction of the Lessor or such other as aforesaid any damage caused to any part of the remainder of the premises arising out of the exercise of the right by this paragraph given) and a right to enter and examine the condition of the remainder of the premises and to execute repairs therein as referred to in the Fourth Schedule hereto
4. A right of way in common with all the others entitled to the like right across the shared access hatched black on the plan annexed hereto to gain access to the front door of the premises

5. A right of way in common with all others entitled to the like right to the bin store and shared access hatched black on the plan annexed hereto and a right to retain a suitable refuse receptacle in that area

THE SECOND SCHEDULE

1. A right of support and protection for the remainder of the premises by all parts of the Flat so far as they now support and protect the same
2. A right of passage (in common with the Lessee and others as aforesaid) of gas electricity water and soil from and to any part of the remainder of the premises through pipes drains wires and conduits lying or being in under through or over the Flat so far as they may be reasonably necessary for the beneficial occupation of the remainder of the premises for all purposes (other than any purpose by any means specifically or by implication forbidden)
3. A right to the passage of smoke and fumes through such parts of the chimneys and flues serving the remainder of the premises as form part of the Flat
4. A right with or without workmen and necessary materials to enter from time to time into and upon the Flat for the purposes of repairing so far as may be necessary such pipes drains wires and conduits as aforesaid and for the purpose of repairing or painting any part of the remainder of the premises or for the purpose of cleaning the windows thereof (insofar as such repairs repainting or cleaning as aforesaid cannot be reasonably carried out without entry as is by this paragraph referred to)(and in all cases upon giving reasonable previous notice of his intention so to enter to the Lessee or other the owner or occupier for the time being of the Flat and making good to the reasonable satisfaction of the Lessee or such other as aforesaid any damage caused to any part of the Flat arising out of the exercise of the right reserved by this paragraph) and the right to enter and examine the condition of the Flat and to execute repairs therein as referred to in the Third Schedule hereto

THE THIRD SCHEDULE

1. Not to lessen or diminish the support or protection now given or afforded by all parts of the Flat to the remainder of the premises and not for any reason whatsoever to use the Flat save as a single private dwellinghouse and not to take in lodgers or use the premises for any immoral purpose
2. Not at any time to make any structural alterations modifications or additions to the Flat without the approval in writing of the Lessor such approval not to be unreasonably withheld or delayed
3. Not to main injure or deface the main walls or timbers of the Flat including any roof and roof joists save in connection with and only so far as may be necessary to permit alterations modifications additional renovations or repairs to the Flat approved by Lessor
4. To keep the interior and exterior of the Flat and every part thereof in good and tenable repair and condition through the term hereby granted and it is hereby agreed and declared that there is included in this covenant as repairable by the Lessee (including replacement whenever necessary) the ceilings and the floors of and in the Flat and the joists or beams on which the said floors are laid the main walls and timbers and the windows and the roof the cisterns pipes wires ducts radiators and other things installed for the purpose of supplying or storing water gas electricity central heating or for the purpose of draining away water and soil and for allowing the escape of steam or other deleterious matter from the Flat insofar as such things are installed and used only for the purposes of the Flat but the Lessee shall not apply paint varnish stucco cement or other materials to the exterior of the Flat save of such quality and colours as shall be approved by the Lessor such approval not to be unreasonably withheld or delayed
5. Not to keep livestock or domestic animals or articles of a highly inflammable or odorous nature in the Flat
6. Not to cause or permit obstruction of any drain used in common with the Lessor for the passage of water or soil in connection with the house

7. Not by any act or neglect to cause or permit the escape of gas or water from any pipe or appliance in the Flat
8. Not to do or permit or suffer to be done in or upon the Flat anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor or neighbouring owners or occupiers or whereby any insurance for the time being effected by the Lessor on the premises may be rendered void or voidable or whereby the rate of premium may be increased
9. So far as practicable not to permit the shared access ways or other parts of the premises comprised within the retained premises to be fouled by dogs or other animals coming from the Flat
10. At all times hereafter to contribute and pay one half part of the expense of painting maintaining repairing or renewing:
 - a. The gutters pipes and other things for conveying running water from the house
 - b. The gas and water pipes drains conduits and electric wires and other gas water and electric installations in under or upon the premises or its curtilage enjoyed or used by the Lessee in common with the Lessor
 - c. The exterior of the whole of the premises including the roof but excluding the windows
 - d. The footings and foundations of the house
 - e. The whole of the forecourt of the said premises
 - f. The shared access ways hatched black on the plan annexed hereto
11. To sweep and thoroughly cleanse the chimneys or flues serving the Flat at all times as may be necessary and so that no more than twelve months elapse between any two successive cleanings
12. To permit the Lessor and its agents with or without workmen or others once a year at a reasonable time and upon giving reasonable notice of its intention to do so to enter upon and examine the condition of the Flat in order to ensure the due observance of the covenants herein contained and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within two months after the service of such notice proceed diligently with the execution of such repairs then to

permit the Lessor to enter upon the Flat and execute such repairs and the cost thereof shall be a debt due to the Lessor from the Lessee and be forthwith recoverable by action provided that if and insofar as any right or obligation arising under this paragraph shall be affected by the rule against perpetuities the perpetuity period thereof shall be a period of eighty years from the date hereof

13. Within one month after every assignment assent transfer or underlease (otherwise than by way of mortgage) of the Flat to give notice thereof in writing with particulars thereof to the Lessor and to produce to the Lessor a certified copy of such assignment assent transfer or underlease. In the case of devolution of the interest of the Lessee not perfected by an assent within twelve months after the happening thereof to produce to the Lessor the Probate of the Will of the Lessee or the Grant of Letters of Administration under which such devolution arises and to pay to the Lessor a reasonable registration fee of not less than £30 in respect of each such assignment assent transfer underlease or devolution
14. To contribute one half of the cost of insuring the building and all parts thereof against loss or damage by fire flood and the risks and perils normally insured under a householders comprehensive policy and also against third party risks and such further or other risks and such further or other risks (if any) by way of comprehensive insurance as the Lessor shall determine within fourteen days of such premium becoming due

THE FOURTH SCHEDULE

1. Not at any time to make any structural alterations modifications or additions to the retained of the premises which shall not have been previously approved by the grant of all necessary consents or permissions by any competent authority
2. Not to lessen or diminish the support or protection now given or afforded by all parts of the remainder of the premises to the Flat
3. Not to maim injure or deface the mains walls or timbers of that part of the house comprised in the remainder of the premises save in connection with and only so far as may be necessary to permit alterations modifications additions renovations or repairs to the remainder of the premises
4. Not to cause or permit obstruction of any drain or pipe used in common with the Lessee for the passage of water or soil in connection with the house
5. Not by any act or neglect to cause or permit the escape of gas or water from any pipe or appliance in the remainder of the premises
6. Not to do or permit or suffer to be done in or upon the retained premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessee or neighbouring owners or occupiers or whereby any insurance for the time being effected by the Lessor on the building may be rendered void or voidable or whereby any rate or premium may be increased
7. At all times hereafter to contribute and pay one half part of the expense of painting maintaining repairing or renewing
 - a. The gutters pipes and other things for conveying running water from the house
 - b. The gas and water pipes drains conduits and electric wires and other gas water and electric installations in under or upon the house or its curtilage enjoyed or used by the Lessor in common with the Lessee
 - c. The exterior of the whole of the premises including the roof but excluding the windows
 - d. The footings and foundations of the house

8. At all times to insure and keep insured the premises including the Flat against loss or damage by fire and the usual comprehensive risks in an insurance office of repute to the full replacement value thereof and to make all payments necessary for the above mentioned purposes within 14 days after the same shall respectively become payable and to produce to the Lessee not more often than once in every year on demand the policy or policies of such insurance and the receipts for every such payment and as often as the whole of the house or either of the flats shall be destroyed or damaged by any of the insured risks to rebuild and reinstate the flats in all material respects to their present condition (subject to such variation as may be necessary having regard to the then existing statutory provisions regulations and bye laws affecting the same and subject to any necessary planning or other permissions which so far as the same relate to the Flat it shall be the duty of the Lessor to obtain) and it is hereby agreed that any moneys received in respect of the insurance of the flats herein covenanted to be effected by the Lessor shall be applied so far as the same shall extend in rebuilding or reinstating the flats and if the moneys received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstatement of the Flat as aforesaid then (so far as shall be necessary for the full and proper rebuilding and reinstatement of the Flat) the Lessee shall make up any deficiency out of the Lessee's own moneys
9. To sweep and thoroughly cleanse the chimneys or flues serving the remainder of the premises at such times as may be necessary and so that no more than twelve months elapse between any two successive cleanings
10. To permit the Lessee and there agents with or without workmen and others once a year at a reasonable time and upon giving reasonable notice of their intention to do so to enter upon and examine the condition of the remainder of the premises in order to ensure the due observance of the covenants herein contained and thereupon the Lessee may serve upon the Lessor notice in writing specifying any repairs necessary to be done and requiring the Lessor forthwith to execute the same and if the Lessor shall not within two months after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessee to enter upon the ground floor flat and execute such repairs and the cost thereof shall be a debt due to the Lessee

from the Lessor and be forthwith recoverable by action provided that if and insofar as any right or obligation arising under this paragraph shall be affected by the rule against perpetuities the perpetuity period applicable thereto shall be a period of eighty years from the date hereof

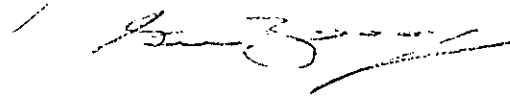
11. To keep the interior and exterior of the retained premises and every part thereof in good and tenantable repair and condition throughout the term hereby granted and it is hereby agreed and declared that there is included in this covenant as repairable by the Lessor (including replacement whenever necessary) everything from the footing and foundations of the joists upon which the floors of the upper flat rests including all walls and timbers the windows and/or cisterns pipes wires ducts radiators and other things installed for the purpose of supplying or storing water gas electricity central heating or for the purpose of draining away water and soil and for allowing the escape of steam or other deleterious matter from the retained premises in so far as such things are installed and used only for the purpose of the retained premises but the Lessor shall not apply paint varnish stucco cement or other materials to the exterior of the retained premises save of such quality and colours as shall be agreed with the Lessee or in default of agreement the same colour as previously used
12. Not to keep livestock or domestic animals other than a domestic bird cat or dog or articles of a highly inflammable or odorous nature in the remainder of the premises
13. So far as practicable not to permit the yard or others parts of the premises to be fouled by dogs or other animals coming from the retained premises
14. To maintain the structure of the retained premises in such state of repair and condition as shall at all times hereafter ensure the maintenance of support and protection of the Flat

Reference in this Lease to the Lessor shall include references to his successors in title the owners or occupiers for the time being of the retained premises and references to the Lessee shall include there successors in title the owners and occupiers for the time being of the Flat

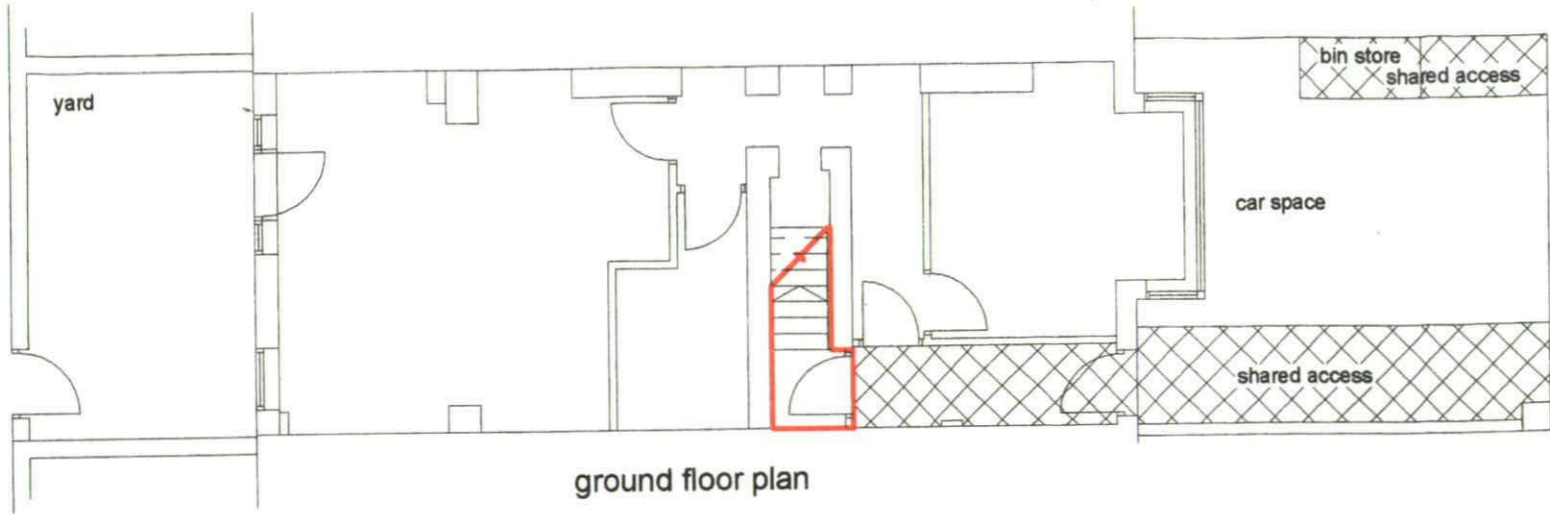
SIGNED AS A DEED by

RATHGOLD LIMITED

By its Director & Secretary

A handwritten signature in black ink, appearing to be 'D. McHugh', written over a horizontal line.

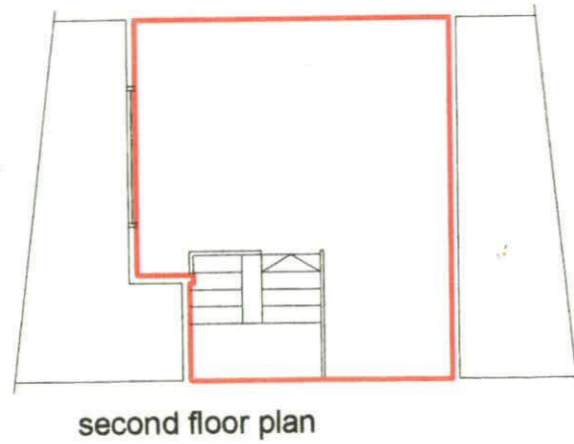
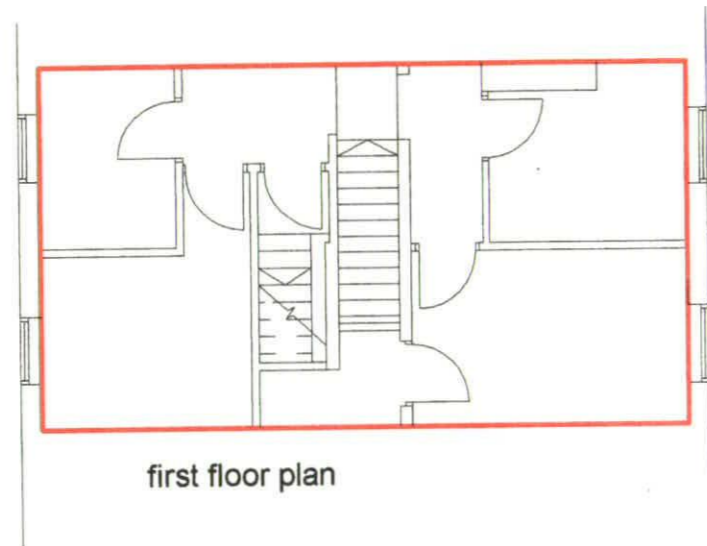
D. McHugh



X

X D. McHugh X

[Handwritten signature]



ALL DIMENSIONS ARE TO BE CHECKED ON SITE: DO NOT SCALE FROM DRAWINGS.

GILMORE DEVELOPMENTS

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job title
562 Old Chester Road deed plan: first floor
Birkenhead
CH42 4PF

drawing
scale
1:200

drawn by
scf

date
13052009

job no. 05906	stage DP	drawing no. 02
revisions		

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