

## LEASE AGREEMENT

<b>LR1. Date of lease</b>	<u>28<sup>th</sup></u> day of , <u>September</u> 2022
<b>LR2. Title number(s)</b>	<b>LR2.1 Lessor's title number(s)</b> MS225421 <b>LR2.2 Other title numbers</b> None
<b>LR3. Parties to this lease</b>	<b>Lessor</b> Mckane Properties (Commercial) Limited (Company Reg. no.14157395) of 7 Warwick Road Wirral United Kingdom CH49 6NE <b>Lessee</b>  M P Properties Limited (Company Reg. no.12675271) of 7 Warwick Road Wirral United Kingdom CH49 6NE
<b>LR4. Property</b>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b> Refer to Clauses 1, 2 and 6 and also to the plan annexed hereto and coloured red.
<b>LR5. Prescribed statements etc</b>	None.
<b>LR6. Term for which the Property is leased</b>	The term as specified in this lease under clause 6.
<b>LR7. Premium</b>	£150,000.00
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	None.

<p><b>LR9. Rights of acquisition etc</b></p>	<p><b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b> None.</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b> None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b> Refer to Clause 12.</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p>	<p>None.</p>
<p><b>LR11. Easements</b></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b> Refer to Clause 7.</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> None.</p>
<p><b>LR12. Estate rent charge burdening the Property</b></p>	<p>Refer to Clauses 4, 6 and 9(m).</p>
<p><b>LR13. Application for standard form of restriction</b></p>	<p><b>The Parties to this lease apply to enter the following standard form of restriction.</b></p> <p>Against the title of the Property:  <u>None</u>  _____  _____  _____  _____  _____  _____</p>

This lease is made the 28<sup>th</sup> day of September 2022

Between:

**Mckane Properties (Commercial) Limited (Company Reg. no. 14157395) of 7 Warwick Road Wirral United Kingdom CH49 6NE**

("The Lessor")

OF THE FIRST PART

**-AND-**

**M P Properties Limited (Company Reg. no. 12675271) of 7 Warwick Road Wirral United Kingdom CH49 6NE**

("The Lessee")

OF THE SECOND PART

**IN CONSIDERATION OF** the Lessor leasing certain premises to the Lessee, the Lessee leasing those premises from the Lessor and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

#### Definitions

- 1) The Lessor is registered at H.M. Land Registry as proprietor with absolute title of the freehold property comprised in title number MS225421 consisting of the building known as 65-69 Old Chester Road Birkenhead Merseyside CH41 9AW which is presently or will be divided into two commercial units and two residential flats (all of which land is hereinafter referred to as "The Whole Building"). These commercial units are referred to as Gnd & Pt 1<sup>st</sup> Flr 65-69 Old Chester Road, Birkenhead, Merseyside, CH41 9AW and Pt 1<sup>st</sup> Flr 65-69 Old Chester Road, Birkenhead, Merseyside, CH41 9AW respectively. The residential flats will be referred to as Flat 1 65-69 Old Chester Road, Birkenhead, Merseyside, CH41 9AW and Flat 2 65-69 Old Chester Road, Birkenhead, Merseyside, CH41 9AW respectively.
- 2) The Lessor intends to grant long lease of the part known as Pt 1<sup>st</sup> Flr 65-69 Old Chester Road, Birkenhead, Merseyside, CH41 9AW and lying on part of the first floor of The Whole Building to the Lessee which will hereinafter be known as "The Kitchen Unit" and which is depicted in the plan annexed hereto and edged and numbered 1 and 2 in blue. It is hereby declared that:
  - a. The premises include the floor boards and rafters underneath the Unit and the ceiling of the Unit.
  - b. All walls separating the Unit hereby demised from other Units, Flats and the common parts are divided medially.
  - c. The premises exclude the exterior walls of the Unit.
  - d. Exceptions and reservations in favour of The Lessor and Lessees of other Units and Flats within The Whole Building are:
    - i. The right of subjacent and lateral support and to shelter and protection through all other parts of The Whole Building and of the roof thereof.

- 3) The Lessor has previously granted or intends to grant long lease of all the Units and Flats in The Whole Building other than the premises hereby demised and The Lessor has in every lease imposed and intends in every future lease to impose the restrictions set forth in Clause 8 to the intent that any Lessee for the time being of any Unit or Flat in the Whole Building may be able to enforce the observance of the said restrictions by the Lessees or the occupiers for the time being of the other Units and Flats.
- 4) As a condition of granting this Lease the Lessor requires that the Lessee pay to the Lessor upon demand a sum in accordance with Clause 9(m) for the improvement, repair, maintenance and cleaning of the common areas depicted in the plan annexed hereto, The Whole Building and for the cost of electricity as a Service Charge payable by way of additional rent.
- 5) The Lessor has agreed with The Lessee for the grant to The Lessee of a Lease of the property hereinafter described for the consideration and at the rents and on the other terms and conditions hereinafter appearing.
- 6) In consideration of firstly the sum of £150,000.00 paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents 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** property known as The Kitchen Unit the extent of which is depicted in the plan annexed hereto and edged and numbered 1 and 2 in blue together with the easements rights and privileges mentioned in Clause 7 of this Lease subject as herein mentioned **TO HOLD** the said premises hereby demised unto the Lessee from the 28<sup>th</sup> day of September 2022 for a term of 999 years **YIELDING AND PAYING** therefore a yearly peppercorn together with the rent due under the provisions of Clause 4 by equal half yearly instalments in advance on the 1<sup>st</sup> day of January and the 1<sup>st</sup> day of June in each year.
- 7) The following easements, rights and privileges shall be granted to The Lessee by The Lessor:
  - a. The right of free and uninterrupted passage of gas (if any), electricity, water, soil, smoke and fumes to and from the demised premises or any part thereof through, along and from the tanks, pipes, wires, drains, conduits and flues as pass through any other part of The Whole Building.
  - b. The right for The Lessee with workmen and others at all reasonable times on notice (except in case of an emergency) to enter into and upon other parts of The Whole Building for the purpose of repairing, cleansing, maintaining or renewing any such drains, cables, pipes and flues as aforesaid and of laying down any new drains, cables, pipes and flues in place thereof causing as little disturbance as possible and making good any damage caused.
  - c. The right for The Lessee with workmen and others at all reasonable times on notice (except in case of an emergency) to enter into and upon other parts of The Whole Building for the purpose of repairing, maintaining, renewing, altering or rebuilding the demised premises or any part of The Whole Building giving subjacent or lateral support, shelter or protection to the demised premises.
  - d. The right to use for emergency purposes only the fire escape located along the East side of The Whole Building as depicted in the plan annexed hereto.
- 8) The Lessee hereby covenants (and if more than one jointly and severally) with The Lessor and with each of the other Lessees of other Units or Flats in The Whole Building, whether the leases of such other Flats or Units were granted before or after this lease, that The Lessee and the persons deriving title under them will at all times hereafter observe the following restrictions:
  - a. Not to use the demised premises or permit the same to be used for any purpose whatsoever other than as a commercial unit or for any purpose from which a nuisance can arise to the owners and occupiers of the other demised premises

comprised in The Whole Building or in the neighbourhood or for any illegal or immoral purpose.

- b. Not to do or permit to be done any act which may render void any policy of insurance of any other Units or Flats in The Whole Building or which may cause an increased premium to be payable in respect thereof.
  - c. Not to throw dirt, rubbish, rags, wipes or other non-flushable refuse or permit the same to be thrown into the waste pipes of the demised premises.
  - d. No signboard, banner or placard is to be erected on the gable end of The Whole Building.
  - e. The exterior part of the demised premises shall not be decorated otherwise than as agreed with The Lessor.
- 9) The Lessee hereby covenants with The Lessor as follows:
- a. To pay the said rents during the said term at the times and in the manner aforesaid without any deduction.
  - b.
    - i. To 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 demised premises or the owner or occupier in respect thereof and in the events of any rates, assessments, charges, impositions and outgoings being assessed, charged or imposed in respect of the premises of which the demised premises form part to pay the proper proportion of such rates, taxes, assessments, charges, impositions and outgoings attributable to the demised premises.
    - ii. If The Lessor and The Lessee shall fail to agree what constitutes the proper proportion of rates, taxes, assessments, charges, impositions and outgoings under sub-paragraph (b) of this clause the matter shall be determined by The Lessor but if The Lessee or The Lessees of any of the other Units or Flats comprised in The Whole Building shall be unwilling to accept the determination of The Lessor then 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 for the time being whose fees shall be paid by the person or persons requiring such determination to be made final and binding on the parties.
  - c. Not to make any structural alterations or structural additions to the demised premises nor to erect any new buildings thereon.
  - d. To pay all costs, charges and expenses including solicitors' costs and surveyors' fees incurred by The Lessor incidental to the preparation and service of a notice under section 146 of the Law and Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by The Court.
  - e. Forthwith after service upon The Lessee of any notice affecting the demised premises 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 them in making such representations to any such person, body or authority concerning any proposals affecting the demised premises as The Lessor may consider desirable and to join with The Lessor in any such appeal against any order or direction affecting the demised premises as The Lessor may consider desirable.
  - f. Within one calendar month after any 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 Lessor's solicitors every transfer of this Lease or mortgage or legal charge of this Lease of the demised premises or any part thereof and also any underlease of the demised premises or any part thereof and every

assignment of such underlease and also every grant of probate, letters of administration, order of the court or other instrument effecting or evidencing a devolution of title as regards the said term of any such underlease for the purpose of registration and for such registration to pay to such solicitors a fee of £25 (together with any value added or other tax payable thereon) in respect of each such document or instrument so produced.

- g. To keep in good repair and regularly clean the windows including the window frames in the demised premises.
- h. At expiration or sooner determination of the said term peaceably to surrender and yield up to The Lessor the demised premises together with all additions thereto and all Lessor's fixtures and fittings (if any) in good tenable repair and condition.
- i. To indemnify and keep indemnified The Lessor from and against all actions, claims, costs, proceedings and demands whatsoever arising out of the use of the demised premises or any part or parts thereof.
- j. To keep the demised premises in good repair.
- k. To execute all such works as are or may under or in pursuance of any Act of Parliament already or hereafter to be passed be directed or required by any District Council, Local or Public Authority to be executed at any time during the term upon or in respect of the demised premises.
- l. To permit The Lessor and their duly authorised agents with or without workmen once a year upon giving three week's previous notice in writing at reasonable times to enter upon or examine the condition of the demised premises 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 one month after the service of such notice proceed diligently with the execution of such repairs then to permit The Lessor to enter upon the demised premises 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.
- m. To pay by way of additional rent the Service Charge calculated in accordance with the following:
  - i. The Service Charge shall be payable in two half yearly instalments on the 1<sup>st</sup> day of January and the 1<sup>st</sup> day of June each year.
  - ii. If any payment of Service Charge shall be more than 28 days in arrears interest shall be payable on the amount unpaid from the date when payment was due to the date of actual payment at the rate of 4% above the rate of interest payable on judgement debts for the time being.
  - iii. In this Lease the expression "financial year" means the period of 12 months ending on 5<sup>th</sup> April of each year.
  - iv. The Lessee will pay "The Fraction" as defined by clause 9(m)(v) of the "Total Service Charge" as defined by clause 9(m)vii) relating to the improvement, repair, maintenance and cleaning of the common areas as depicted in the plan annexed hereto.
  - v. "The Fraction" is defined by the number of Lessees in The Whole Building at any given time and will be such that there is an equal split of "The Total Service" charge between The Lessees.
  - vi. In the event of any Unit or Flat being sub-divided or amalgamated or there being any other dispute about the calculation of the fraction the matter shall be referred to a single arbitrator to be appointed by the President of The Law Society for the time being and the costs of such arbitration shall be in the discretion of the arbitrator.

- vii. "The Total Service Charge" shall be that sum certified by a qualified accountant within the meaning of paragraph 17 of the 19<sup>th</sup> Schedule to the Housing Act 1980 as being a fair estimate of the expenditure as defined by paragraph (8) likely to be incurred by The Lessor directly or through the agency of a Management Company in the financial year in question and in addition any shortfall between the estimated expenditure and the actual expenditure in the previous financial year and giving credit for any surplus of the estimated expenditure and the actual expenditure in the previous financial year.
  - viii. The expenditure to be included in the Service Charge is:
    1. The costs of and incidental to the improvement, repair, maintenance and cleaning of the common areas depicted in the plan annexed hereto and The Whole Building.
    2. The costs of and incidental to the carrying out by The Lessor of any work in pursuance of any requirement of any Act of Parliament or any local or public authority other than for which The Lessees of the Units or Flats are responsible.
    3. The amounts of any rates, taxes, assessments or outgoings of any nature whatsoever payable in respect of The Whole Building and paid by The Lessor.
    4. The full costs of employing caretakers, cleaners and other staff or the like nature including the cost of clothing, bonuses, national insurance contributions, pensions and the like.
    5. The costs of insuring The Whole Building for a sum insured equivalent to the reinstatement cost as ascertained from time to time by a qualified property surveyor.
    6. The cost of preparing accounts and certificates relating to the calculation of the Service Charge.
    7. Interest and other costs of borrowing incurred by The Lessor when the actual expenditure of The Lessor in any financial year exceeds the income received.
    8. The costs of managing The Whole Building (other than costs related to the sale of long leases or the letting on short leases of any Unit or Flat) including the costs of employing management agents and where The Lessor does not employ agents but acts itself reasonable remuneration for all costs of management including time and trouble expended.
    9. All other reasonable expenses (if any) incurred by The Lessor relating to the maintenance and proper and convenient management and running of the common areas depicted in the plan annexed hereto and The Whole Building.
    10. The costs of electricity and water used by The Lessee to be determined by sub meters fitted by The Lessor and charged at a rate equal to that incurred by The Lessor.
  - n. By way of indemnity only to perform and observe the covenants and conditions mentioned in the documents set out in Entries in the Charges Register of the above referred to Title and to indemnify The Lessor against any liability arising from their non-observance.
- 10) The Lessee hereby covenants with The Lessor 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 Lessee's



part to be performed and observed shall and may peacefully and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from The Lessor or any person or body acting on their behalf.

- b. That The Lessor:
  - i. Shall require every person to whom it grants any lease of any Unit or Flat comprised in The Whole Building to covenant to observe the restrictions set forth in clause 8.
  - ii. Shall use all reasonable endeavours to only dispose of any interest in any Unit or Flat in The Whole Building upon a long lease of like terms as this lease so far as is reasonably practicable.

11)

- a. The Lessor hereby covenants with The Lessee subject to payment by The Lessee of the rents hereby reserved and to performing and observing the several covenants, conditions and agreements on The Lessee's part as follows:
  - i. That The Lessor will at all times during the term (unless such insurance shall be vitiated by any act or default of The Lessee) insure and keep insured the building including all external walls and boundary structures against loss or damage by fire, aircraft and other insurable risks that The Lessor shall from time to time see fit with an insurance company of repute for the full replacement costs thereof (including architect's and surveyor's fees and value added tax and including full allowance for inflation between the date on which the insurance was effected and when re-building work terminates).
  - ii. That The Lessor whenever required will produce to The Lessee the policies of such insurance and the receipt for the last premium of the same.
  - iii. That in the event of the building external walls and boundary structures being damaged or destroyed by fire or other risks lay out as soon as reasonably practicable the insurance monies recovered on the repair, rebuilding or re-instatement of the said buildings, external walls and boundary structures.
- b. The Lessor hereby covenants with The Lessee that (subject to the payment of the Service Charge in accordance with clause 9(m)) The Lessor will maintain, repair and re-new:
  - i. The main structure and in particular the roof, gutters and rainwater pipes of The Whole Building but excluding any window or window frame forming part of a Unit or Flat demised to any Lessee and that The Lessor shall paint the exterior of The Whole Building.
  - ii. The gas pipes (if any), water pipes, drains and electric cables in, under and upon The Whole Building enjoyed and used by The Lessee in common with other Lessees.
  - iii. The main entrance, landing and staircase (if any) and the fire escape stairs used by The Lessee in common with other Lessees.

And The Lessor will:

- iv. So far as practicable keep clean and lighted the passages, buildings, staircases and other parts of the common areas depicted in the plan annexed hereto used by The Lessee in common with other Lessees.
- v. So often as reasonably required decorate the exterior of The Whole Building with good quality masonry paint as necessary.

12) It is hereby agreed that if the rents hereby reserved or any part thereof shall be unpaid for 21 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 Lessor at any time thereafter to enter upon the demised 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 Lessor in respect of any antecedent breach of any of The Lessee's covenants or conditions herein contained.

13) In this lease the following expression shall have the following meaning:

- a. The expressions "Lessor" and "Lessee" shall where The Lessor and/or The Lessee consists of more than one person mean that all covenants by and with The Lessor and/or The Lessee shall be deemed to be by and with such persons jointly and severally.
- b. The expression "The Whole Building" means the totality of the land included in the title above referred to.
- c. The expression "the Units" means the commercial units and the expression "the Flats" means the residential flats into which The Whole Building is divided into.
- d. The expression "common parts" means the parts of The Whole Building less the Units and Flats demised or to be demised on long leases and as depicted in the plan annexed hereto.
- e. The word "repair" includes the rectification or making good of any defect in the foundations, roof, or structure of any building notwithstanding that it is inherent or due to the original design of the building.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal or by a duly authorised officer under seal executed as a deed on this day 28<sup>th</sup> of September 2022.

F. Davis  
(Witness)  
FREDA DAVIS  
(Address)  
4. WARWICK ROAD  
UPTON  
CH49 6NE

Signed for and on behalf of  
Mckane Properties Commercial Limited  
(Company Reg.  
no.14157395) (Lessor) by  
Per: P. Mckane (SEAL)  
Peter Gregory Mckane (Director)

F. Davis  
(Witness)  
FREDA DAVIS  
(Address)  
4. WARWICK ROAD  
UPTON  
CH49 6NE

Signed for and on behalf of  
M P Properties Limited (Company Reg.  
no.12675271) (Lessee) by  
Per: M. Mckane (SEAL)  
Martin Michael Mckane (Director)

Title Plan MS225421

H. M. LAND REGISTRY

NATIONAL GRID PLAN SJ 3287 SECTION F

MERSEYSIDE  
WIRRAL DISTRICT

Scale 1/1250



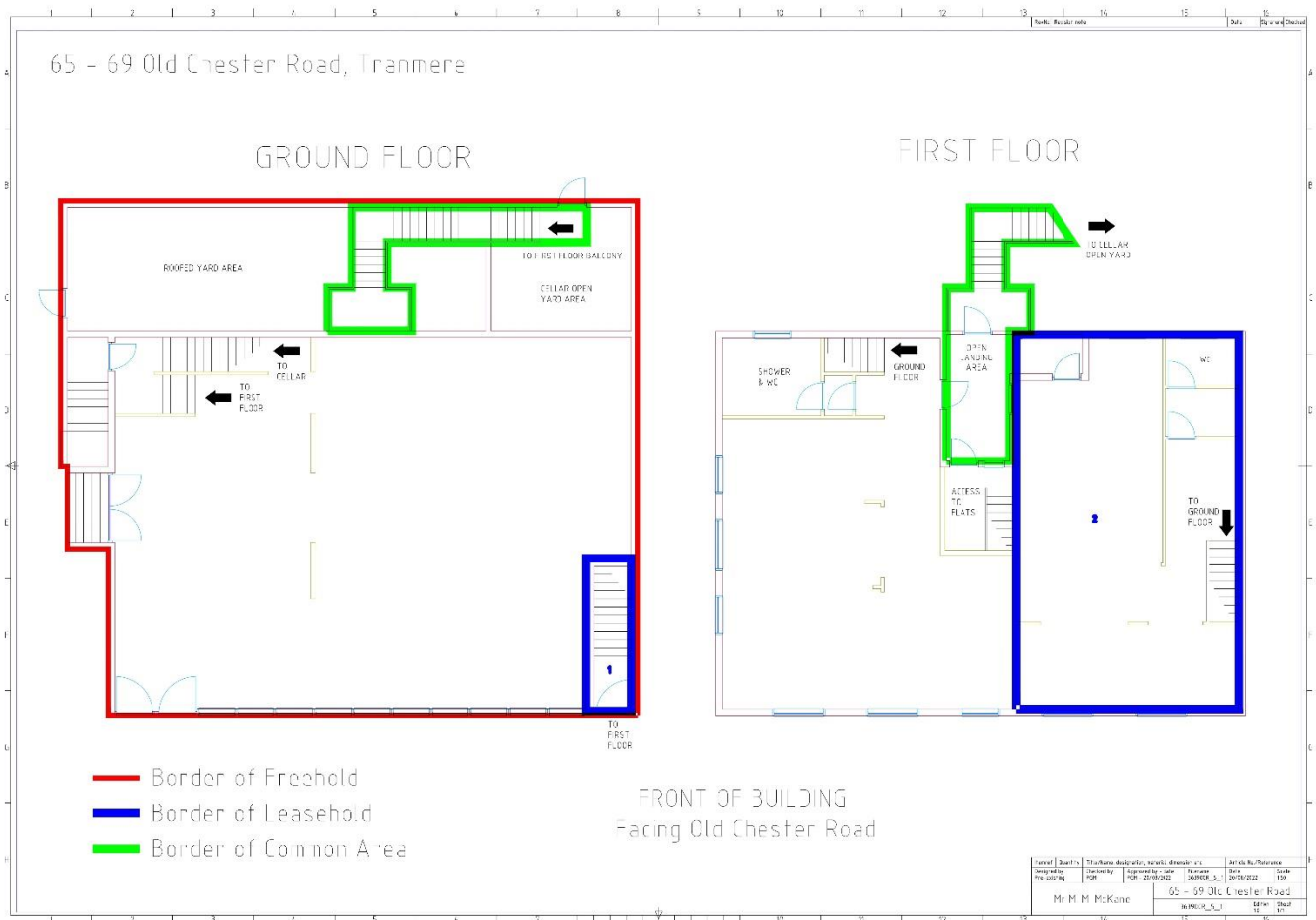
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TITLE No. MS225421



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# Leasehold plan Pt 1<sup>st</sup> Flr 65-69 Old Chester Road



Signed by

**Mckane Properties (Commercial) Limited**  
(transferor)

Acting by

**Peter Gregory Mckane**  
(Director)

Date: 28<sup>th</sup> September 2022