

DATED 31 MARCH 2016

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DEED OF VARIATION OF LEASE

relating to

NO. 1A PRINCES PARK MANSIONS

CROXTETH ROAD

LIVERPOOL, L8 0QL

BETWEEN

PRINCES PARK MANSIONS MANAGEMENT COMPANY LIMITED

LESSOR

and

NEIL SHARROCKS

LESSEE

**Andrew Jackson and Co solicitors**  
**80 Lodge Lane**  
**Liverpool**  
**L8 0QL**  
**7705/PPM/AJ**

**These are the notes referred to on the following official copy**

Title Number MS239363

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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### SCHEDULE

SCHEDULE	VARIATIONS TO THE LEASE.....	
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This deed is dated 2015

**HM Land Registry**

**Lessor's title number:** MS190493  
**Administrative area:** Merseyside : Liverpool  
**Lessee's title number:** MS239363  
**Administrative area:** Merseyside : Liverpool

**PARTIES**

- (1) Princes Park Mansions Management Company Limited incorporated and registered in England and Wales with company number 01768248 whose registered office is at PO Box 7 – 11, 7 – 11 Princes Park Mansions, Croxteth Road, Liverpool, L8 3SA (Lessor).
- (2) NEIL SHARROCKS of Flat 1A Princes Park Mansions. Croxteth Road, Liverpool, L8 3SA (Lessee).

**BACKGROUND**

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Lessor and the Lessee have agreed to vary the Lease on the terms set out in this deed.
- (C) The Lessor is entitled to the immediate reversion to the Lease.
- (D) The residue of the term granted by the Lease is vested in the Lessee.

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

**1.1 Definitions:**

**Lease:** a lease of the Property dated the 28th day of March 1986 and made between Laneland Estates Limited (1) and Princes Park Mansions Management Company Limited (2) and Neil Sharrocks (3)

**Property:** Flat 1A Princes Park Mansions, Croxteth Road, Liverpool, L8 3SA as more particularly described in and demised by the Lease.

- 1.2** References to the Lessor include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the Lessee include a reference to its respective successors in title and assigns.
- 1.3** A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The expression **Lessee covenant** has the meaning given to it by the Lessor and Lessee (Covenants) Act 1995.
- 1.8 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.9 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.11 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in the Lease shall apply to this deed.

## **2. VARIATIONS OF THE LEASE**

### **2.1 Variations made**

From and including the date of this deed the Lease shall be read and construed as varied by the provisions set out in the Schedule.

### **2.2 Lease remains in force**

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been contained in the Lease with effect from 1<sup>st</sup> January 2016

## **3. LESSEE'S COVENANT**

The Lessee covenants to observe and perform the Lessee's covenants in the Lease as varied by this deed.

## **4. REGISTRATION OF THIS DEED**

### **4.1 Application for registration**

Promptly following the completion of this deed the Lessee shall apply to register this deed at HM Land Registry against the Lessee's registered title number MS 239363 and the Lessor's registered title number MS190493

### **4.2 Requisitions**

The Lessee and the Lessor shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

**4.3 Official copies**

Within one month after completion of the registration, the Lessee shall send to the Lessor the official copies of the respective registered titles

**5. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**6. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**7. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule Variations to the Lease**

**REPLACEMENT OF EXISTING CLAUSES**

Paragraph 5 of the 5<sup>th</sup> Schedule of the Lease shall be deleted and replaced by the following clause:

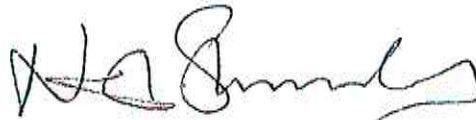
"The fraction" means one forty-fourth

Executed as a deed by PRINCES  
PARK MANSIONS MANAGEMENT  
COMPANY LIMITED acting by  
a director and by  
a director OR its  
secretary

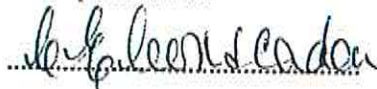
.....  
Director

.....  
Director OR Secretary

Signed as a deed by  
NEIL SHARROCKS



in the presence of:



.....  
Name and address of Witness

CHRISTINE CORCORAN  
6. SARK GARDENS  
HRSWdch  
CT160 0TC.

