#### DATED 2018

**(1) LEGACIE ROSE PLACE LIMITED**

**and**

**(2)**

**LEASE**

**Relating to Car Parking Space**

**Azure Residence, Rose Place, Liverpool, L3 3BN**

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|  |  |
| --- | --- |
| **LR1. Date of Lease** |  |
| **LR2. Title number (s)**  **LR2.1**  **LR2.2** | **Landlords Title**  TBC  **Other Title Numbers** |
| **LR3. Parties to this Lease** | **Landlord**  **LEGACIE ROSE PLACE LIMITED** (Company Number 11308869) whose registered office is at Unit 4, Connect Business Village, Liverpool, Merseyside, United Kingdom, L5 9PR  **Tenant**  of  **Other parties**  None |
| **LR4. Property** | **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.**  Car Parking Space       being more fully described in schedule 1. |
| **LR5. Prescribed statements etc.** | **LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**  None  **LR5.2 This Lease is made under, or by reference to, provisions of:**  None |
| **LR6. Term for which the Property is leased** | The term is as follows:  250 (two hundred and fifty) years commencing on 1st January 2019 |
| **LR7. Premium** | £ |
| **LR8. Prohibitions or restrictions on disposing of this lease** | This Lease contains a provision that prohibits or restricts dispositions. |
| **LR9. Rights of acquisition etc.** | **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**  None  **LR9.2 Tenant’s covenants to (or offer to) surrender this lease**  None  **LR9.3 Landlord’s contractual rights to acquire this lease**  None |
| **LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property** | None |
| **LR11. Easements** | **LR11.1 Easements granted by this lease for the benefit of the Property**  SCHEDULE 2 Part I  **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**  SCHEDULE 2 PART II |
| **LR12. Estate rentcharge burdening the Property** | None |
| **LR13. Application for standard form of restriction** | **The Parties to this lease apply to enter the following standard form of restriction against the title of the Property**  The parties to this lease apply to enter the following standard form restriction against the title of the Property: -  “No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the registered estate comprising the reversion immediately expectant on the determination of the registered lease, or by a conveyancer, that the provisions of clause 9.4 of the Fourth Schedule of the registered lease have been complied with or that they do not apply to the disposition” |
| **LR14. Declaration of trust where there is more than one person comprising the Tenant** | The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.  OR  The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.  OR  The Tenant is more than one person. They are to hold the Property on trust. |

**LEASE** made the day of 2019

**B E T W E E N:**

(1) **LEGACIE ROSE PLACE LIMITED** (Company Number 11308869) whose registered office is at Unit 4, Connect Business Village, Liverpool, Merseyside, United Kingdom, L5 9PR (‘the Landlord’)

(2) of       (‘the Tenant’)

NOW THIS DEED WITNESSETH as follows:

**1 Definitions & Interpretation**

1.1 In this Lease the following definitions shall have the following meanings:-

|  |  |
| --- | --- |
| **“Accounting Period”** | Means a period commencing on 1st January and ending on 31st December in any year or such other period as the Landlord may in its absolute discretion from time to time determine and notify to the Tenant |
| **“Building”** | The Premises known as Azure Residence, Rose Place, Liverpool, L3 3BN being the land comprised in the title above mentioned at LR2.1 and edged red and marked as Plan 2 or such other area as shall comprise the Building from time to time |
| “**Common Parts**” | All passageways, stairways including lifts and service installations within the Building which do not exclusively serve the Property or which are not demised pursuant to the leases of the Other Units |
| **“Effective Date”** | 1st January 2019 |
| **“Facilities”** | The areas provided for communal use by the owners and occupiers of the units in the Building and any facilities and apparatus that may be necessary from time to time to enable the Tenant to have full and uninterrupted use and enjoyment of the Property. |
| **“Main Structure”** | All structural parts of the Building more particularly described in Part II of the First Schedule |
| **“Maintenance Charge”** | Means the proportion applicable to the Property (as specified in Part III of the Fifth Schedule) of the sum spent or to be spent by the Landlord on the matters specified in the Fourth Schedule and so far as the same relates to the matters specified in Part II of the Fifth Schedule as estimated or adjusted in accordance with Part I of the Fifth Schedule |
| **“Nominated Insurer**” | Such Insurance Company as the Landlord shall acting reasonably from time to time nominate |
| **“Other Units”** | Any other apartment or unit or area let or intended to be let comprised in the Building other than the Property |
| **“Plan 1”** | The plans annexed hereto and marked Plan 1 |
| **“Plan 2”** | The plan annexed hereto and marked Plan 2 |
| **“Price”** | The amount shown as the Premium in LR.7 Prescribed Particulars |
| **“Property”** | The part or parts of the Building known as Car Parking Space       situated and shown edged red on Plan 1 and referred to in Part I of the First Schedule |
| **“The Planning Acts”** | Means the Town and Country Planning Act 1990 the Town and Country Planning (Amendment) Act 1977 the Local Government Planning and Land Act 1980 and the Local Government (Miscellaneous Provisions) Act 1982 and references to the Planning Acts or to any other Acts of Parliament are deemed to include any statutory modification or re-enactment for the time being in force or having affect under the same |
| **“Rent”** | Means the annual rent of £50 per annum subject to review as set out in the Eighth Schedule |
| **“Retail Price Index”** | The retail price index or any official index replacing it |
| **“Service Installations**” | All drains channels sewers pipes wires cables installations watercourses gutters and other conducting media whatsoever and any structures incidental to the user thereof now or hereafter constructed or laid on over or beneath the Building |
| **“Term”** | Means the Term stated in LR.6 Prescribed Particulars |
| **“Unit”** | A unit of accommodation contained within the Building |
| **“Works”** | Means the works set out in Schedule 1 of the agreement entered into between the parties for the grant of this Lease |

1.2 Any reference to any statute shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or drawing validity therefrom.

1.3 Any reference to a person shall include companies and all other legal entities.

1.4 In the following cases any reference to the Landlord shall be deemed to include a reference to any mortgagee or any superior landlord of the Landlord.

1.4.1 Where there is any obligation for the Tenant to obtain the Landlords consent or any other approval or acknowledgement from the Landlord or carry out any act to the satisfaction of the Landlord or give any form of notice to the Landlord (however in each case such requirement is expressed) Provided That nothing in this Lease shall impose any obligation on any mortgagee or any superior landlord not to unreasonably refuse any such consent approval acknowledgement or expression of satisfaction;

1.4.2 Where there is any provision for payment of any costs or fees to the Landlord or repayment to or reimbursement of the Landlord in respect of any payment made or expense incurred;

1.4.3 Where there is any indemnity in favour of the Landlord.

1.5 Obligations undertaken by more than a single person are joint and several obligations and where any party hereunder from time to time is more than one person references to that party shall mean each such person individually as well as jointly with the other person or persons comprising that party.

1.6 Obligations undertaken by any person shall be binding on and enforceable against that person’s personal representative.

1.7 Any covenant by the Tenant not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing.

1.8 Rights excepted reserved or granted to the Landlord shall be construed as excepted reserved or granted to the Landlord any mortgagee and all persons authorised by them.

1.9 Rights granted by the Landlord are granted in so far as the Landlord is able to grant the same and in common with the Landlord and all persons authorised by them.

1.10 The Clause headings herein are for reference only and shall not be taken into account in the construction or interpretation hereof.

1.11 Where the context so admits “Landlord” and “Tenant” shall include the successors in title of the Landlord and the Tenant respectively and singular shall include the plural and the masculine shall include the feminine and vice versa.

**2 Consideration and Demise**

In consideration of the Price paid by the Tenant to the Landlord (the receipt whereof is hereby acknowledged) and the covenants on the part of the Tenant in this Lease the Landlord demises to the Tenant with Full Title Guarantee the Property:

2.1 with the benefit of the rights in the terms specified in Part I of the Second Schedule; and

2.2 subject to the rights in the terms specified Part II of the Second Schedule; and

2.3 subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises including any matters contained or referred to in Seventh Schedule;

TO HOLD the same for the Term paying;

2.4 the Rent; and

2.5 the Maintenance Charge; and

2.6 all interest payable under this Lease; and

2.7 all other sums due under this Lease.

**3 Tenant’s Covenants**

The Tenant covenants with the Landlord and also as a separate covenant with every owner of the Other Units and also every other person who is the registered proprietor of any part or parts of the Building and each and every part thereof and with the intention of binding the Property in the terms specified in the Third Schedule.

**4 Landlord’s Covenants**

The Landlord covenants with the Tenant as follows:

4.1 In the terms specified in Part 1 of the Fourth Schedule;

4.2 In relation to the Building and the Common Parts in the terms specified in Part II of the Fourth Schedule; and

4.3 In relation to the Service Installations not comprised in this Lease in the terms specified in Part III of the Fourth Schedule.

**5 Maintenance Charge Covenants**

The Landlord and the Tenant each covenant with the other in the terms specified in Part I of the Fifth Schedule.

**6 Forfeiture**

6.1 If any sums payable hereunder shall at any time be in arrear or unpaid for 14 days after the same shall have become due (whether or not it is formally demanded); or

6.2 there is a material subsisting breach by the Tenant of any covenant of this Lease which is not remedied within 28 days (or such shorter period as may be reasonable in the circumstances) of the Landlord giving written notice to the Tenant to do so

the Landlord may forfeit this Lease by entering any part of the Property but re-entry will not prejudice any rights of the Landlord in respect of previous breaches of covenant by the Tenant Provided that if the Tenant shall have served notice in writing on the Landlord at any time with the name and address of the Tenants mortgagee (the ‘Chargee’) on the Property the Landlord shall not be entitled to exercise its rights of re-entry herein until at least 21 days notice in writing has been given by the Landlord to the Chargee stating;

6.3 details of unpaid rents; and/or

6.4 the nature of any breach of covenant on the part of the Tenant alleged by the Landlord; and

6.5 details of the Landlord’s requirements for any such breach to be remedied insofar as the breach is capable of remedy.

**7 Agreements and Declarations**

The Landlord and the Tenant agree and declare:

7.1 In the terms specified in the Sixth Schedule; and

7.2 That all the said Schedules are imported into the operative part of this Lease.

**8 The Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

**9 Execution and Delivery**

This Lease is executed by the parties as a deed and is delivered on the date written at the beginning of this Lease.

**FIRST SCHEDULE**

PART I

**(Definition of the Property)**

ALL THOSE premises known as Car Parking Space       Azure Residence, Rose Place, Liverpool, L3 3BN situate and shown edged red on the Plan 1 and including:

1. The screed and finish of the floor of the Property but not any other part of the Main Structure;
2. The airspace above the floor but only upto a height necessary for its use as a car parking space permitted by this Lease.

PART II

**(Definition of Main Structure)**

There shall be included in the Main Structure:

1 The foundations of the Building;

2 The external walls of the Building (excluding any items fixed thereto as mentioned in paragraph 2 of Part I hereof) and any rendering tiling or other fixings and finishes upon the exterior thereof;

3 Any joists and floor-slabs and the internal structure of any load bearing supporting or retaining floor walls beams columns or ceilings of the Building and all other similar structural parts thereof;

4 The roof over the Building;

5 The whole of the boundary walls or fences belonging to the Building;

6 All communal windows and doors.

**SECOND SCHEDULE**

**PART I**

**(Rights Granted)**

The right for the Tenant and all persons authorised by the Tenant (in common with all other persons having a similar right:

### 1 Access

To use the common parts for the purposes of access to and egress from the Property;

### 2 Services

To use the Service Installations;

### 3 Support

To have the Property supported and protected by all parts of the Building.

PART II

**(Rights Reserved)**

**1** The rights (which so far as not already created or hereby reserved) of the registered proprietor from time to time of any part or parts of the Building and all persons authorised by them (in common with all others having a similar right) provided that in each case the person or persons exercising such right shall cause as little inconvenience as reasonably possible and that the Landlord shall make good (or procure the making good) in a reasonable manner and without delay all damage caused to the Property as a result of the exercise of such rights:

### 1.1 Services

To use the Service Installations at the Property which serve other parts of the Building;

### 1.2 Projections

To retain in place any parts of the Building comprised in the Building which overhang or protrude into the Property;

### 1.3 Protection

To have all parts of the Building and the adjoining buildings comprised in the Building supported and protected by the Property; and

### 1.4 Entry

To enter upon the Property at all reasonable times having given at least twenty fours written notice (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all parts of the Units comprised in the Building the Common Parts and the Service Installations.

**2** **Future Services**

The right for the Landlord and all persons authorised by it to enter upon the Property at all reasonable times having given at least twenty four hours written notice (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the use thereof) within the Property.

**3 Access to the Common Parts**

The right for the Landlord and all those authorised by it to close or restrict access to such of the Facilities or Common Parts and for such period as the Landlord dictates where those Facilities or Common Parts are to be used for the purposes of a private function, provided that access to the Property is not materially affected.

**4** **Development**

The full and free right at any time during the Term to develop any part of the Building (other than the Property or any part of the Building over which Rights are granted) and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit, so long as such development shall not interfere with the Tenant’s use and enjoyment of the Property.

**5.** **Alteration and Suspension of Rights**

To re-route and replace any Service Installations at the Building.

**THIRD SCHEDULE**

**(Covenants by the Tenant)**

The Tenant covenants as follows:

**1 Maintenance Charge, Rent, Interest and Taxes**

1.1.1 To pay the Rent reserved by this Lease to the Landlord which shall be paid in advance on the first day of January in each year without deduction (whether by way of set off lien charge or otherwise) the first payment being a proportion to the next due date to be paid on the date of the Lease;

1.1.2 To pay the Maintenance Charge calculated with effect from the date of the Lease on the days and in the manner herein provided without any deductions (whether by way of set off lien charge or otherwise) whatsoever;

1.1.3 That in the event of the Maintenance Charge the Rent or any other sum payable in accordance with the terms of this Lease (or any parts of the same) remaining unpaid ten working days after the same shall have become due (whether formally demanded or not) the Landlord shall be within its right to charge interest at the rate of 4 per cent per annum above the Base Rate of Royal Bank of Scotland Plc (or any other clearing bank in the UK as nominated by the Landlord) prevailing from time to time upon the amount remaining unpaid from the date upon which it became due to the date of payment of such Maintenance Charge or other sum being deemed to be rent recoverable by the Landlord (as the case may be) as rent in arrear;

1.2 To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property.

**2** **Repair and Decoration**

2.1 To keep the Property including the Service Installations exclusively serving the Property with all erections and improvements which may hereafter be made in a good state of repair, condition and decoration. The Tenant will not be liable to repair damage to the Property caused by the defects in the design or construction of the refurbishment works carried out by the Landlord prior to the grant of this Lease.

**3** **Legislation**

3.1 To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by Landlord tenant or occupiers) nor to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof;

3.2 To give full particulars in writing to the Landlord of any notice direction or order (or proposal for the same to be made) given or issued to the Tenant by any local or public authority within seven days of receipt of the same and if so required produce the same without delay and take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Landlord make or join with them in making any objection or representation against the same (or any such proposals) as the Landlord in the reasonable exercise of its discretion shall deem expedient;

3.3 To pay all costs charges and expenses (including all reasonable professional costs) reasonably incurred by the Landlord 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 that forfeiture may be avoided otherwise than by relief granted by the Court and to pay the like costs charges and expenses or any notice of want of repair or decoration for which the Tenant is liable or of any schedule of dilapidations which in either case the Landlord may serve during or at or about the end of the Term;

3.4 To observe and perform all the requirements of all Acts of Parliament and of any consents licences or approvals under any such and to do and execute all such works as under or by virtue of any Act of Parliament already or later passed shall or may be directed or required by any local or public or any other authority to be done or executed upon or in respect of the Property and to indemnify and keep indemnified the Landlord from and against all claims and liabilities in respect of all matters the subject of this paragraph;

3.5 To comply in all respects with the Planning Acts and all licences consents permissions and conditions (if any) granted or imposed under them so far as the same respectively relate to or affect the Property or any part of them or any operations works acts or things already or later to be carried out executed done or omitted on the Property or the use of them;

3.6 To give notice forthwith to the Landlord of any notice order or proposal served on the Tenant or occupier for the time being of the Property under the Planning Acts and if so required to produce the same to the Landlord and at its request to make or join in making such objection or representation as it may reasonably require;

3.7 To comply at the Tenants cost with any notice or order served on the Tenant or the occupier of the Property under the Planning Acts.

**4** **User**

4.1 That no part of the Property shall be used for any purpose other than for use as a car parking space of one taxed and roadworthy motor car or van which belongs to the Tenant.

4.2 Not to use the Property for any illegal or immoral purpose nor to permit any illegal drug or drugs to be brought onto the Property or the Building.

**5 Support**

That nothing shall be done which may lessen the protection or support given by the Property to the Other Units comprised in the Building.

**6 Nuisance**

Not to do or allow or omit to be done on the Property or the Building any act matter or thing:

6.1 Which may be or become a nuisance annoyance or disturbance or inconvenience to the Landlord or the registered proprietors of the titles to any part or parts of the Building or which may prejudicially affect the Property or the Building or which may damage the Service Installations;

6.2 Whereby any insurance effected by the Landlord in respect of the Property and the Building may be rendered void or voidable or whereby the rate of premium may be increased.

**7 Obstruction**

Not to obstruct the Common Parts and not to injure or in any way damage the common entrances walls stairways corridors lifts and landings in the Building.

**8 Disposals**

8.1 Not to assign transfer or underlet or charge part only of the Property or to underlet or hold on trust or part with possession of part of the Property.

8.2 Not to assign or transfer the whole of the Property unless:

8.2.1 the Maintenance Charge has been paid up to the date of any such disposal; and

8.2.2 without procuring that the assignee or transferee shall first enter into a Deed of Covenant with the Landlord in such form as the Landlord shall reasonably require to observe and perform the covenants on the part of the Tenant contained in this Lease (the “Deed of Covenant”) and the Tenant shall pay the Landlord’s reasonable legal costs incurred in relation to such Deed nor to underlet save in the circumstances set out in clause 8.4.

8.3 Not to underlet the whole of the Property save in the circumstances set out in clause 8.4.

8.4 Not to sub-let or permit any sub-occupancy by licence or otherwise of the Property without the Landlord’s consent such consent not to be unreasonably withheld.

8.5 Any underletting shall be by deed and shall:

8.5.1 The Tenant shall not underlet the Property:

(a) together with any property or any right over property that is not included within this lease;

(b) at a fine or premium or reverse premium; nor

(c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

8.5.2 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

(a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

(b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

## 8.5.3 Any underletting by the Tenant shall be by deed and shall include:

## (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

(b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Rent under this lease;

### (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;

### (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and

### (e)provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease;

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

## 8.5.4 In relation to any underlease granted by the Tenant, the Tenant shall:

### (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld; and

### (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease.

8.6 Within fourteen (14) days after any assignment mortgage charge or other disposition transmission or devolution of the Property (save for the grant of a tenancy or licence as specified in 8.4) to give to the Landlord notice of the same and at the same time to supply to the Landlord a certified copy of the instrument making or evidencing the same and to pay to the Landlord a registration fee of £50 plus VAT or such other sum as the Landlord reasonably determines.

8.7 That upon every assignment transfer or underletting of the whole of the Property the Tenant shall procure that the assignee transferee or underlessee as the case may be shall enter into the Deed of Covenant with the Lessor and account to the Lessor for the reasonable fee incurred in providing such Deed of Covenant (being not less than £100 plus VAT).

**9 Alterations**

Not to:

9.1 Make any structural alterations to the Property or replace any of the window frames thereof;

9.2 Erect on or affix to the Property any satellite dish aerial or any hoarding advertisement or notice; or

9.3 Erect or construct on any part of the Property any building whatsoever.

**10 Assessments**

To pay all sums of any nature assessed or charged at any time upon the Property or the owner or occupier or the Property.

**11 Expenses**

To pay all reasonable expenses (including all reasonable professional costs) incurred by the Landlord in the recovery of any arrears of Maintenance Charge or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoidable (otherwise than by relief granted by the Court) or incidental to the inspection of the Property and the drawing up of schedules of dilapidations.

**12** **Inspections**

12.1 To permit the Landlord and all persons authorised by them after the giving of at least twenty four hours notice in writing and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Landlord may serve notice in writing specifying any repairs necessary and require the Tenant forthwith to execute the same); and

12.2 If the Tenant shall not within two months after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Property and execute such repairs and the cost thereof (including the reasonable Surveyor’s or Agents fees) shall be a debt due from the Tenant to the Landlord;

12.3 To permit the Landlord or any lessees and all persons authorised by them at all reasonable times and on having given twenty four hours notice in writing to enter upon the Property with all necessary materials and equipment to inspect repair and renew any of the Facilities or to clean repair or renew any of the Service Installations used in common the persons exercising such right making good any damage caused to the Property to the reasonable satisfaction of the Tenant.

**13** **Refuse**

To deposit all domestic refuse only in refuse disposal containers to be kept in the bin stores.

**14** **Damage**

Not to place any excessive weight or strain on the floors of the Property and to repair or pay the cost of repairing any damage which may be caused by breach of this covenant.

**15** **Animals**

Not to keep any animals reptile bird or insect at the Property.

**16** **Insurance**

Not to do any act or thing which may render void or voidable any policy of insurance of the Building or any part of it or any policy of insurance in respect of the contents of any of the Other Units or other premises comprised in the Building or which may cause an increased premium to be payable and to pay to the Landlord:

16.1 on demand a fair and reasonable proportion, determined by the Landlord of any excess payable under the insurance policy of the Building following the occurrence of an Insured Risk; and

16.2 on demand an amount equal to any insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them.

**17** **Deliver Up**

At the end of the Term peaceably to deliver up to the Landlord the Property with all additions and all the Landlord’s fixtures in good and substantial repair and condition.

**18 Subjections**

To comply with the covenants and other matters contained or referred to in the matters set out in the Seventh Schedule so far as they relate to or affect the Property and indemnify the Landlord against any claims, demands, damages, costs or other liability arising from any failure to do so.

**19 Energy Performance Certificates**

Not to obtain an Energy Performance Certificate for the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed.

## 20 Registration

20.1 At the Tenant's own expense to procure that the Tenant becomes registered at the Land Registry as proprietor of this Lease and as soon as practicable after such registration to provide the Landlord with an official copy of the register relating to the title to this Lease showing itself registered as proprietor.

## 20.2 On the expiry or sooner determination of the Term promptly and at its own expense to close the registered title relating to this Lease and cancel any note of it made in any other title.

20.3 In the event of the failure of the Tenant to close the registered title as required by clause 23.2 the Tenant hereby irrevocably appoints the Landlord as agent for the Tenant and in the name and on behalf of the Tenant to sign seal and deliver and execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in connection with this clause 23.3 and the Tenant ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this clause.

**FOURTH SCHEDULE**

PART I

**(Covenants by the Landlord)**

**1 Quiet Enjoyment**

To allow the Tenant (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said Term without any interruption by the Landlord or other persons lawfully claiming through under or in trust for the Landlord.

**2 Enforcement**

To enforce (if so required by the Tenant in writing) the covenants in terms similar to the covenants contained in the Third Schedule to this Lease given or to be given in the leases of the Other Units upon the Tenant indemnifying the Landlord against all reasonable costs and expenses in respect of such enforcement and providing such reasonable security or deposit for payment of the said costs and expenses as the Landlord may reasonably require and complying with all reasonable requirements of the Landlord (including obtaining at the Tenants expense the Opinion of Counsel nominated by the Landlord prior to requiring the Landlord to enforce the said covenants) PROVIDED THAT the Tenant shall join in any action or proceedings if so requested by the Landlord.

**3 Maintenance**

3.1 To observe and perform the obligations of the Landlord contained in the Fifth Schedule;

3.2 Until such time as it grants a Lease on any apartment or Unit comprised in the Building to maintain and repair and renew such Unit.

**4. Retained Property**

Whilst any Property in the Building is retained by the Landlord or may come into possession of the Landlord by termination of its lease or tenancy to observe and perform in respect of such property the covenants set out in clause 3 and the Third Schedule and to pay the appropriate Maintenance Charge.

PART II

**(Covenants by the Landlord in respect of the**

**Building Main Structure and Common Parts)**

**1** **Repair**

To keep the Main Structure the Common Parts and the Facilities in a good state of repair and condition.

**2 Painting**

To paint or otherwise treat (as may be appropriate) as often as may be necessary and at least once every 5 years in a proper and workmanlike manner and with suitable materials of a good quality such parts of the Common Parts as are usually painted or otherwise treated and the exterior of the doors door frames and window frames in all walls dividing the Property from other units or apartments.

**3** **Cleaning**

To keep the Common Parts and Facilities clean and tidy and to arrange for the regular cleaning of the exterior of all windows comprised in the Building and the interior of all windows comprised in the Common Parts.

**4** **Lamps**

To maintain in proper working order any lamps provided for the illumination of the Common Parts.

**5** **Aerials**

To maintain in proper working order any communal aerial system or other communal transmission media serving the Property.

###### 6 Insurance

6.1 To keep the Property and the Building insured against all risks from time to time included in the Nominated Insurer’s Comprehensive Policy (including subsidence and heave) and such other risks as the Landlord shall in its absolute discretion deem necessary (the “Insured Risks”) or the Tenant may reasonably require:

6.1.1 With the Nominated Insurer;

6.1.2 Through the agency of the Landlord or such other agency as it may direct; and

6.1.3 In a sum equal to the full rebuild cost thereof (including the removal of debris) for the time being together with an adequate sum in respect of the Architect’s and Surveyor’s fees.

6.2 To make all payments necessary for the above purpose within seven days after the same shall become due.

6.3 To produce to the Tenant on demand the Policy of such insurance and the receipt of each such payment.

6.4 To permit the Tenant to notify the Nominated Insurer of the interest of the Tenant and any mortgagee in the Policy of such insurance and for that purpose (at the request of the Tenant) to furnish the Tenant with particulars of the such Policy.

6.5 To make up out of the Landlord’s own monies any deficiency in the monies required to complete such rebuilding and reinstatement.

6.6 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:

(a) promptly make a claim under the insurance policy for the Building;

(b) notify the Tenant immediately if the Landlord's insurer indicates that the reinstatement cost will not be recoverable in full under the insurance policy, and, where appropriate, pursue any of the tenants of the Other Units in respect of any monies that the insurers of the Building refuse to pay by reason of any act or omission of the tenants of the Other Units or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them;

(c) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild the Building;

(d) subject to obtaining such consents, use any insurance money received and any money received from the Tenant under paragraph [17 of Schedule 3 – {please auto-number}] promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building; and

(e) subject to obtaining such consents, provide premises or facilities equivalent in size, quality and layout to those previously at the Building but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Building to provide premises and facilities that are reasonably equivalent to those previously at the Building.

6.7 If, following damage to or destruction of the Building it is considered impossible or impractical to reinstate the Building, either party may terminate this lease by giving notice to the other party. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. The Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, the Tenant and the other care studio owners in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing between the Landlord, the Tenant and the other care studio owners or failing agreement as determined pursuant to paragraph 4 of the Fifth Schedule and the Landlord shall pay such sums due to the Tenant and the other care studio owners within three months of agreement or on determination pursuant to clause 6.7 above.

**7** **Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Common Parts.

PART III

**1** To keep maintain repair and renew the Service Installations.

**FIFTH SCHEDULE**

PART I

**(Covenants by the Landlord and the Tenant in respect of the Maintenance Charge)**

**1 Estimate**

The Landlord shall as soon as practicable after the start of any Accounting Period prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule (“Estimated Management Costs”) for such year in respect of expenditure relating to those items referred to in the Fourth Schedule and forthwith thereafter notify the Tenant of such Estimated Management Costs provided always that the Landlord will not be entitled to include any sums payable in respect of the remedying of damage caused by defects in the design and construction of the refurbishment works carried out by the Landlord prior to the grant of this Lease.

**2 Payment**

The first payment of the Estimated Management Costs (on account of the Maintenance Charge for the Accounting Period during which this Lease is executed) shall be due on the date of this Lease, following which the Estimated Management Costs shall be paid to the Landlord by equal quarterly instalments by bankers standing order on the first day of January April July and October in advance and in case of default shall be recoverable from the Tenant as rent in arrears.

**3 Account and Adjustment**

The Landlord shall in respect of each Accounting Period keep accounts of the sums spent by it on the matters specified in Part II of this Schedule (“Actual Management Costs”) in relation to the Fourth Schedule and shall as soon as reasonably practicable after the end of each Accounting Period notify the Tenant of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the Accounting Period notified to the Tenant in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding Accounting Period.

**4 Disputes**

If any dispute difference or question shall arise between the Tenant and the Landlord in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine.

PART II

**(Expenditure to be recovered by means of the Maintenance Charge)**

**1 Covenants**

The proper sums spent by the Landlord of and incidental to the observance and performance of the covenants on the part of the Landlord contained in the Fourth Schedule and Part I of this Schedule.

**2 Sundry Fees**

All reasonable fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Landlord may employ in connection with the carrying out of its obligations under this Lease including costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule.

**3 Employees**

All reasonable expenditure incurred in respect of any employees of the Landlord and all outgoings incurred in connection therewith or payable in respect thereof and the reasonable cost of any such items in connection therewith as the Landlord shall from time to time determine.

**4 Rates**

All rates (including water rates) charges taxes assessments and any other outgoings including rents payable in respect of the Building or any part of it.

**5 Maintenance**

All proper sums paid by the Landlord for the repair and maintenance decoration cleaning lighting and managing of the Building whether or not the Landlord was liable to incur the same under its covenants herein contained.

**6 Tax**

Any tax (including Value Added Tax and Stamp Duty) paid or payable by the Landlord to the extent that the same is not recoverable by the Landlord.

**7 Interest**

Any interest or other charges properly incurred by the Landlord borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule.

**8 Litigation**

The proper costs incurred by the Landlord in bringing or defending any actions or other proceedings against or by any person whatsoever in connection with this Lease.

**9 Administration**

The proper cost of administering the Landlord’s obligations under this Schedule including the costs of preparing and auditing accounts the printing and sending out of notice circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body.

**10 Reserve Fund**

Such reasonable sum as the Landlord shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality or the foregoing) the external decoration of the Property and the Building.

PART III

**(As respects the Maintenance Charge percentage applicable to the Property**

**and each Unit within the Building)**

Such percentage which is calculated by reference to the proportion which the area of the Property shall bear to the total aggregate area of the Other Units in the Building from time to time together with an equal share of the area comprised in the Common Parts or such other percentage pro rata as shall equate to the number of Other Units in the Building from time to time

**SIXTH SCHEDULE**

**(Agreements and Declarations)**

**1 Restrictions**

The rights specified in the Second Schedule are subject to the persons exercising the same:

1.1 As to the rights of entry:-

1.1.1 Giving at least twenty four hours notice in writing;

1.1.2 Causing as little damage as possible; and

1.1.3 Making good to the reasonable satisfaction of any person thereby affected any damage caused.

1.2 As to the rights to use the Common Parts paying the Maintenance Charge.

1.3 As to the rights to use the Service Installations paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations.

**2** **Notices**

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder except that any notice to be served on the Tenant shall not be served by leaving it at or by sending it by post to the Property, and save that notices may be served by email. A correctly addressed notice sent by email shall be deemed to have been delivered at the time at which it arrives in the recipient’s inbox, or if that is outside normal business hours in the recipients place of business, at 9a.m. on the next business day.

**3** **Disputes**

If any dispute shall arise between the Tenant and the registered proprietors of the titles to the Other Units or any Lease of any unit comprised in the Building relating to:

3.1 The “Main Structure” “Service Installations” “Buildings” “Common Parts” “Facilities”

3.2 And rights granted or reserved; or

3.3 Any covenants agreements of declarations;

Then such dispute shall be referred by any of the parties thereto to the determination and awards of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Liverpool Law Society) whose determination and award shall be final and binding on the Tenant and the other parties to the dispute and whose fees and expenses shall be borne by the Tenant and the other party or parties to the dispute in such proportions as the said Solicitor shall determine.

**4** **General**

4.1 The Landlord may at any time during the Term in the interest of good estate management impose such regulations of general application regarding the Building as it may reasonably think fit (but so that any such regulation shall not conflict with the terms of this Lease) and the Landlord shall have power to waive revoke amend or add to such regulations and any additions thereto or substitutions thereof if it shall reasonably consider it desirable to do so and the Tenant shall comply with all such regulations.

4.2 Save as herein otherwise expressly provided nothing herein contained shall operate by implication to impose any restrictions on the manner in which the Landlord may deal with the whole or any part of the Building for the time being vested in the Landlord nor shall anything confer on the Tenant any liability privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 save those expressly set out in the Second Schedule.

4.3 It shall be lawful for the Landlord at any time hereafter to rebuild alter add to or use any other part of the Building or any adjoining or neighbouring buildings according to such plans (whether as to height extent or otherwise) and in such manner as the Landlord shall think fit notwithstanding that the access of light or air or any easement for the time being appertaining to or enjoyed with the Property or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user and the Landlord shall not incur any liability to the Tenant in respect of any noise disturbance or other inconvenience that may be occasioned by the making of any alterations or additions to or execution of any other work or user in any part of the Building or other premises belonging to the Landlord or in respect of any act or negligence on the part of any other tenant or occupier thereof.

4.4 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any temporary interruption in any of the services in accordance with the covenants on the part of the Landlord herein contained by reason of necessary repairs or maintenance of any equipment appliance installation or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Landlord’s control or by reason of mechanical or other defect or breakdown or any stoppage to or failure of the public electricity supply or frost or other inclement conditions or shortage of materials water or labour (despite all reasonable effort to obtain the same) but all such repairs and maintenance shall be carried out and any damage or destruction shall be made good and any mechanical or other defect or breakdown or stoppage shall be rectified with all reasonable speed in the light of the circumstances.

4.5 Once the Landlord has disposed of its interest in the Building it shall cease to be liable to perform its obligations herein.

**SEVENTH SCHEDULE**

**(Subjections)**

The covenants and restrictions set out on the title registers to title number MS366959

**EIGHTH SCHEDULE**

**Rent Review**

* 1. “the Rent” means the sum of £50.00 per annum from and including the Effective Date to the tenth anniversary of the Effective Date (being the first Review Date) and thereafter such annual sum as is calculated or determined from time to time as follows:-
     1. with effect from and including the first Review Date and every tenth anniversary thereof the Rent shall be the greater of an annual sum calculated in accordance with the following formula:

Revised Rent = £50.00 x Latest Index Figure

Initial Index Figure

or the annual sum payable immediately prior to such Review Date. The “Latest Index Figure” means the most recent Retail Price Index figure at the date three months prior to the Rent Review Date. The “Initial Index Figure” means the Retail Price Index figure at the date three months before the commencement date of the Term at the date of this Lease. Should the Retail Price Index figure no longer be available the Retail Price Index figure shall be replaced by an equivalent.

* + 1. if the reference base used to compile the Index changes between the month falling three months before the month of the commencement date of the Term and the month falling three months before the month of the relevant Review Date then the Latest Index Figure in the formula shall be adjusted to the figure which would have applied if the reference base current at the month falling three months before the month of the commencement date of the Term had been retained and not changed.
    2. if it becomes impossible by reason of any change in the methods used to compile the Index or for any other reason whatever to calculate the Revised Rent by reference to the Index or if any dispute or question whatever shall arise between the Landlord and the Tenant with respect to the amount of the Revised Rent or the construction or effect of paragraph 1.1.1 to 1.1.7 inclusive then either of them may by notice to the other require the Revised Rent or other matter to be determined by an expert who shall be appointed and act in accordance with paragraph 1.1.4 to 1.1.5 inclusive.
    3. the expert shall be a professionally qualified chartered surveyor or valuer and shall be previously agreed upon between the Landlord and the Tenant or (in the absence of such agreement one month before the Relevant Date) nominated on the application of either the Landlord or the Tenant or both of them jointly by the President of the Royal Institution of Chartered Surveyors or any person authorised to act on his behalf.
    4. the award of the expert shall be binding on the parties and the costs of the reference to him and of his determination (including his own fees and expenses and the legal and other costs of the parties) shall lie in his award.
    5. if and so often as the Revised Rent in respect of any period has not been ascertained pursuant to the foregoing provisions before the first day for payment of the Revised Rent for the relevant period rent shall continue to be payable during that period at an annual amount equal to the Annual Rent payable immediately before the commencement of the relevant period until the first day for payment of rent after the Revised Rent has been ascertained or until the expiration of that period (whichever shall first happen).
    6. any rent which but for any law for the time being in force the Landlord would be able to recover from the Tenant under the terms of the Lease shall (to the extent permitted by law if at all) be carried forward and shall be paid by the Tenant to the Landlord as soon as and to the extent that may be permitted by the law as rent due in arrear provided that there shall be deducted from such sum a sum equal to the aggregate of any increase in rent recovered by the Landlord under any such laws and not under the provisions relating to reviews of rent herein contained.
    7. it is hereby agreed and declared between the parties hereto that the provisions of paragraphs are designed to preserve the positions of such parties (so far as may be permitted) at the date hereof on the basis that the terms of this Lease were freely negotiated and agreed without regard to any restrictions in force during the said Term to the intent that neither party should profit therefrom and the Landlord and the Tenant hereby respectively undertake to use their best endeavours to give effect to the terms of this Lease PROVIDED ALWAYS THAT the Rent hereby reviewed pursuant to clause 7.2 above shall always be at least £1.00 less than the figure specified under the provisions of the Rent Act 1977 or any statutory modification or re-enactment thereof for the time being in force or any other relevant legislation if such provisions would prevent the Tenant from being able to assign the benefit of the Lease after a premium.

**EXECUTED** as a Deed by )

**LEGACIE ROSE PLACE LIMITED** )

Acting by its director )

in the presence of: - ) …………………………………………….

Witness to the Signature of the Landlord

Witness Signature: ………………………………..

Full Name: ………………………………………….

Address: …………………………………………….

Occupation: …………………….…………………..

**EXECUTED** as a Deed by )

)

In the presence of:- ) …………………………………………….

Witness to the Signature of the Tenant

Witness Signature: ………………………………..

Full Name: ………………………………………….

Address: …………………………………………….

Occupation: …………………….…………………..