

DATED

28 May

2019

HALLAM STEWART HOLDINGS LIMITED

- and -

NORTHERN & MIDLAND HOLDINGS LIMITED

**LEASE**

Relating to  
Ground Floor Shop Unit 1  
The Former Phoenix Social Club  
6 Cromwell Road  
Ellesmere Port  
Cheshire CH65 4AA

**Brabners**

Horton House Exchange Flags Liverpool L2 3YL

Tel: 0151 600 3000  
Fax: 0151 600 3333  
Ref: NMB.44786-1443

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

28 May 2019

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

CH348042

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

HALLAM STEWART HOLDINGS LIMITED

COMPANY NUMBER : 10437456

1A Cambridge Road Ellesmere Port Cheshire CH65 4AE

**Tenant**

NORTHERN & MIDLANDS HOLDINGS LIMITED

Po Box 7010 Second Floor 38 Warren Street London W1A 2EA

COMPANY NUMBER : 875027

**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.

See the definition of "Premises" in the Particulars to this lease.

**LR5. Prescribed statements etc.**

None

**LR6. Term for which the Building is leased**

The term as specified in the Particulars to this Lease

**LR7. Premium**

Nil

**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 Building, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant 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 Building**

See clause [6.6].

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Building**

The easements as specified in clause 1.7 of the Lease

**LR11.2. Easements granted or reserved by this lease over the Building for the benefit of other property**

The easements as specified in clause 1.8 of this lease.

**LR12. Estate rent charge burdening the Building**

None.

**PARTICULARS**

<b>Date of Lease</b>	28 May 2019
<b>Landlord</b>	<b>HALLAM STEWART HOLDINGS LIMITED</b> (company number 10437456) of 1A Cambridge Road Ellesmere Port Cheshire CH65 4AE
<b>Tenant</b>	<b>NORTHERN AND MIDLAND HOLDINGS LIMITED</b> (company number 875027) whose registered office is at PO Box 7010 Second Floor 38 Warren Street London W1A 2EA
<b>Building</b>	means the whole of the land and building comprised within title number CH348042
<b>Premises</b>	Ground floor shop unit shown edged red on the plan attached as described in the First Schedule
<b>Premium</b>	Two hundred and <sup>forty five</sup> <del>thirty</del> thousand Pounds ( <del>£250,000.00</del> ) exclusive of VAT <div style="text-align: right; margin-right: 50px;"> <i>^</i>                      245,925.00 <i>Berman</i> </div>
<b>Rent</b>	One peppercorn per annum if demanded
<b>Term</b>	A term of 999 years commencing on the date hereof
<b>Tenant's Share of the Annual Maintenance Cost</b>	21.5% of the reasonable and proper costs incurred from time to time by the Landlord in maintenance of the structure of the Building



HM Land Registry  
Official copy of  
title plan

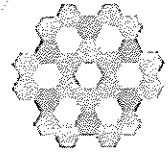
Title number CH348042

Ordnance Survey map reference SJ4076SW

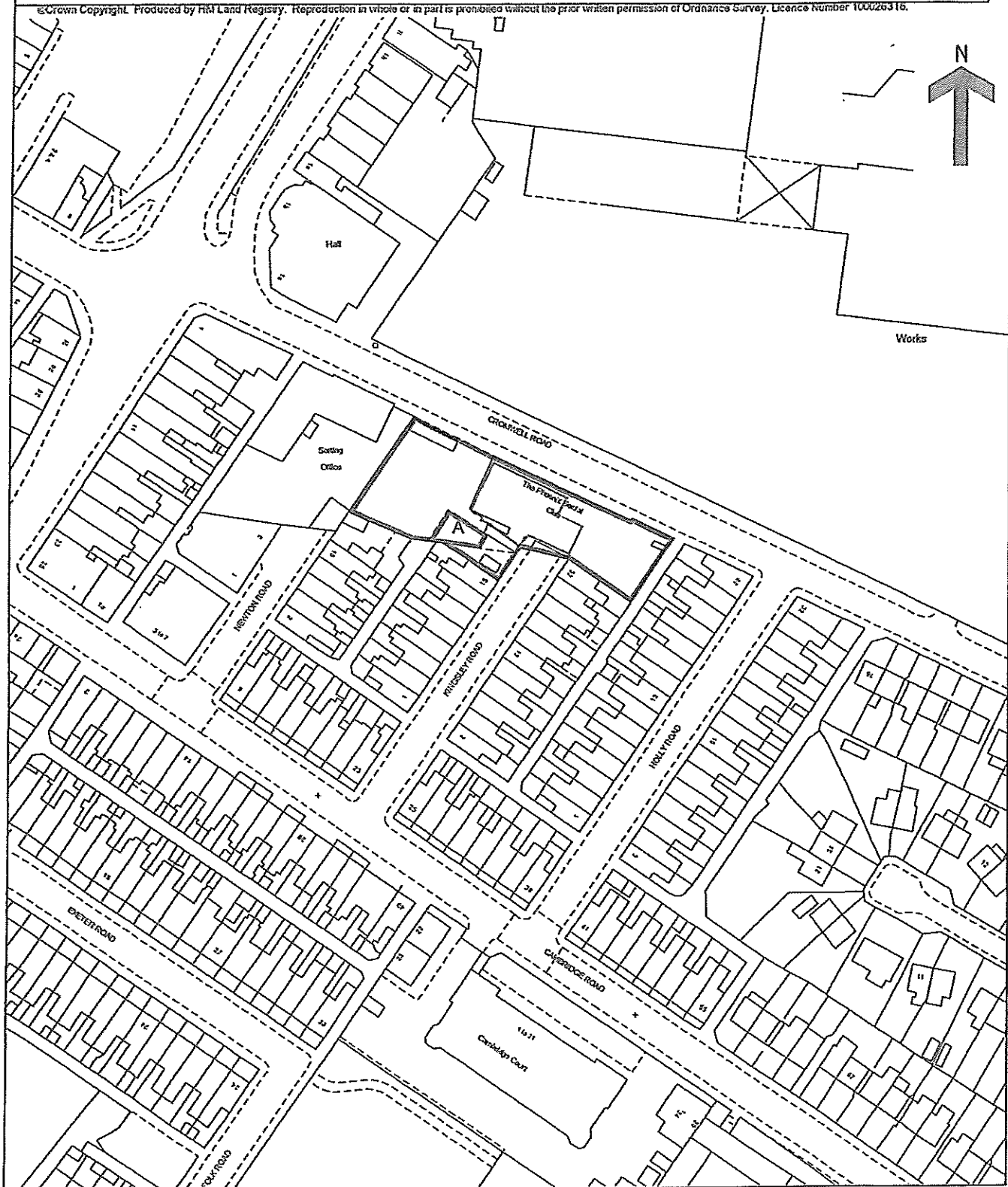
Scale 1:1250

Administrative area Cheshire West and Chester

LOCATION P. 11/1



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**THIS LEASE** is made between (1) the Landlord and (2) the Tenant referred to in the foregoing particulars

**1. WHEREAS:**

1.1 IN this lease unless the context otherwise requires:-

1.1.1 The expression "the Particulars" shall mean the foregoing particulars

1.1.2 The expressions in the first column of the Particulars shall have the respective meanings assigned to them in the second column of the Particulars

1.1.3 The expression "the Landlord" shall include the person persons or corporation for the time being entitled to the reversion immediately expectant on the Term

1.1.4 The expression "the Tenant" shall include the successors in title of the Tenant

1.1.5 The expression "the Building" shall mean the building of which the Premises shall form part

1.1.6 The expression "the Granted Rights" shall mean the easements rights and privileges specified in the Second Schedule

1.1.7 The expression "the Reserved Rights" shall mean the easements rights and privileges specified in the Third Schedule

1.1.8 The singular shall include the plural the masculine shall include the feminine and neuter and the covenants entered into and burdens assumed by a party consisting of more than one person shall be deemed to be entered into and assumed jointly and severally so as to apply to and be enforceable against all both or any such persons and their and each of their personal representatives

1.1.9 The Annual Maintenance Cost shall mean the reasonable cost to the Landlord of performing its obligations under clause 6.1 of this lease during any calendar year (1 January to 31 December each year).

1.2 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated

2. THE Landlord is registered at the Land Registry under the above mentioned title numbers as proprietor of the Building

3. THE parties have agreed that the Landlord shall grant and the Tenant shall accept a lease of the Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing

4. **NOW THIS DEED WITNESSES** as follows:-

4.1 IN pursuance of the said agreement and in consideration of the Premium paid by the Tenant to the Landlord (the receipt of which the Landlord hereby acknowledges) and of the Rent and the covenants stipulations and conditions hereinafter contained the Landlord demises unto the Tenant with full title guarantee the Premises TOGETHER WITH the Granted Rights but EXCEPTING AND RESERVING the Reserved Rights TO HOLD the Premises unto the Tenant for the Term SUBJECT to the performance and observance of the Tenants covenants herein contained YIELDING AND PAYING therefor the Rent without any deduction by yearly payments in advance on the 25th day of March but only if requested in writing by the Landlord in every year the first payment (being a proportionate part of the Rent calculated from the date hereof to the day for payment of rent next following) to be made on the execution hereof

4.2 THE Tenant hereby covenants with the Landlord:-

4.2.1 To pay the Rent on the days and in manner aforesaid

4.2.2 On demand to pay to the Landlord

4.2.2.1 A fair proportion of such amount or amounts as shall from time to time be expended by the Landlord in insuring the Building and the Landlord's fixtures and fittings therein and all boilers and heating apparatus therein and plant used in connection with such boilers against the risk of explosion and in effecting or maintaining insurance in such sum or sums as the Landlord shall think fit indemnifying the Landlord against third party and property owner's risks in respect of the Building and any liability which the Landlord may incur by reason of the condition of the Building whether under the Defective Premises Act 1972 or otherwise

4.2.2.2 Such sum or sums as the Landlord may from time to time expend in respect of any increased premium or expense of renewal in respect of the insurance of the Building or any neighbouring or adjoining premises or any part thereof by reason of any act or omission of the Tenant or any sub-tenant or any licensee servant or agent of the Tenant or any sub-tenant or the user of the Premises by the Tenant or any sub-tenant

4.2.3 From time to time and at all times during the Term to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or may hereafter be assessed charged or imposed upon or payable in respect



of the Premises or the owner or occupier thereof

- 4.2.4 From time to time as often as occasion shall require during the Term at the Tenant's expense well and substantially to renew repair uphold support maintain cleanse amend and keep in good and substantial repair and condition the Premises (damage by fire and other risks against which the Landlord has agreed to insure under the provisions of this lease only excepted) including (without prejudice to the generality of the foregoing) keeping in repair and replacing when necessary all glass and the gas electrical water sanitary and heating apparatus and all other the Landlord's fixtures and fittings and also the tank cylinder and cistern and all conduits pipes wires cables and ducts and any other things installed for the purpose of supplying water (hot and cold) gas electricity telephone television aerial or ventilation or for the purpose of draining away water and soil or for allowing the escape of steam or other deleterious matter from the Premises insofar as such conduits pipes wires cables and ducts or other things are installed or used only for the Premises and not also for any other parts of the Building
- 4.2.5 As often as necessary to prepare and paint with two coats of paint of good quality redecorate or paper with paper of good quality or otherwise treat as the case may be all internal parts of the Premises which have previously been or usually are or ought to be so painted decorated papered or treated (the tints colours and patterns in respect of the work done in the last six months of the Term to be approved in writing by the Landlord ) and to wash down all tiles glazed bricks and similar washable surfaces all such works to be carried out in a good and workmanlike manner and to the reasonable satisfaction of the Landlord
- 4.2.6 Not without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed to make or allow to be made any structural alteration in the plan elevation or appearance of the Premises nor make any addition thereto nor cut maim alter or injure any of the walls or timbers thereof nor erect or remove any internal partition for dividing rooms Provided always that the Tenant may carry out internal alterations alterations to the shop front and shop fitting works from time to time and install and/or remove replace an ATM machine either in the shop front or in a structural wall of the Building provided the structural integrity of the Building is not prejudicially affected
- 4.2.7 At the Tenant's own expense in all respects to obtain all licences approvals

planning permissions and other things necessary for the carrying out or making of such alterations or additions to the Premises as the Landlord may permit and to comply at the Tenant's own expense with the byelaws and regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations or additions

- 4.2.8 At all times during the Term at the Tenant's own expense to do and execute all such works as are or may under or by virtue of any statute or byelaw of the sanitary local or other competent authority for the time being be directed to be done or executed at any time during the Term in respect of the Premises whether by the Landlord the Tenant or the occupier thereof
- 4.2.9 To permit the Landlord or their surveyors or agents upon giving reasonable notice and during reasonable hours in the daytime with or without workmen or others to enter the Premises to view the state of repair and condition thereof (and at any time or times during the last seven years before the end or sooner determination of the Term to take an inventory of the fixtures therein) and of all defects decays and wants of reparation and decoration found and which the Tenant shall be liable to make good under the covenants herein contained and to give or leave upon the Premises notice in writing thereof to the Tenant AND that the Tenant will within a reasonable period and not sooner than three calendar months after such notice repair and make good the same according to such notice and the covenants herein contained and will permit the Landlord to enter and inspect the same on completion thereof
- 4.2.10 That the Tenant will at all times during the Term take all steps reasonably necessary to prevent the bursting overflowing or stopping up of any tank cylinder cistern bath water closet basin pipe drain or other sanitary or water apparatus in the Premises and in particular on any occasions when the Premises may be left unoccupied or untenanted and that (with the exception of such damage or loss as is covered by the policy or policies of insurance effected by the Landlord in accordance with the provision in that behalf contained in this lease) the Tenant will at the Tenant's expense make good any damage or loss caused to the Premises or to any part of the Building or any part thereof by reason of any bursting overflowing or stopping up of any such water apparatus as aforesaid and indemnify and keep indemnified the Landlord from and against the cost of making good any such damage or loss as aforesaid and against any claims made by the tenant or occupier of any

other part of the Building in respect of any such damage or loss

- 4.2.11 The Tenant is to obtain all necessary permits, licences, consents, registrations, authorisations or exemptions from any relevant statutory authority which are required for the use of the Premises including for the production, storage, use, handling or disposal of any waste or hazardous material.
- 4.2.12 Not to do or permit or suffer anything which may render any increased or extra premium payable for the insurance of the Premises or the Building or which may render void or voidable any policy for such insurance and to repay to the Landlord all expenses rendered necessary by reason of any breach of this covenant committed by the Tenant
- 4.2.13 To permit the Landlord and the Landlords' respective agents and workmen at reasonable hours in the daytime but only after due notice (except in emergency) to enter the Premises to execute repairs or alterations to or upon such other parts of the Building such persons as aforesaid making good all damage thereby done to the Premises as soon as reasonably practicable
- 4.2.14 Not to assign or transfer the Premises without the assignment or transfer containing a covenant by the assignee or transferee directly with the Landlord to pay the Rent and other monies hereby made payable the form of such covenant as aforesaid and a duly executed duplicate of the assignment or transfer containing the said covenant shall be delivered to the Landlord's solicitors within 28 days after the completion thereof AND not to grant or create any underlease or tenancy of the Premises or any part thereof or otherwise part with possession thereof without the underlease tenancy agreement or other instrument containing an express covenant by the underlessee sub-tenant or licensee with the Tenant to perform and observe the Tenant's covenants contained in this lease
- 4.2.15 That the Tenant will within 28 days after any assignment transfer underlease mortgage charge tenancy agreement or other disposition or parting with possession or devolution of or dealing with the Premises or subletting of part thereof produce to the Landlords' solicitors for registration a certified copy of the document relating thereto and pay to the Landlords' solicitor's a reasonable fee not being less than £50.00 in respect of each such registration plus value added tax thereon
- 4.2.16 The Tenant is not permitted to assign part only of the Premises.
- 4.2.17 To pay all costs charges and expenses (including legal costs and fees

payable to the Landlord's surveyor) incurred by the Landlord in or in contemplation of any proceedings under sections 146 and 147 of the Law of Property Act 1925 in respect of the Premises notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and also to pay all costs charges and expenses incurred by the Landlord in relation to the preparation and service of a schedule of dilapidations at the expiration or sooner determination of the Term (including legal costs and fees payable to the Landlord's surveyor)

4.2.18 At the expiration or sooner determination of the Term quietly to surrender and yield up to the Landlord the Premises so repaired upheld maintained cleansed painted decorated and kept as aforesaid with all additions and improvements thereto (whether by the Landlord or the Tenant) and all Landlord's fixtures and fittings now in or upon the Premises or which during the last seven years of the Term may be affixed or fastened to or upon the same

5. IT is hereby mutually covenanted by and between each of them the Landlord and the Tenant as follows:-

5.1 The Tenant shall contribute and pay to the Landlord the Tenant's Share of the reasonably and properly estimated Annual Maintenance Cost in advance by equal quarterly payments on the usual quarter days each year (or such other dates as the Landlord shall reasonably determine). The Landlord shall, as soon as reasonably practicable, produce audited maintenance cost accounts at the end of each year ("the Audited Accounts") and any overpayment by the Tenant shall be credited to the Tenant's account and any underpayment will be payable by the Tenant to the Landlord within 28 days of demand. Until the Audited Accounts are available for the previous year the current year's estimate of Annual Maintenance Cost shall be the same as the previous year's estimate of the Annual Maintenance Cost

5.2.1 The Landlord will use reasonable endeavours to maintain the Annual Maintenance Cost at the lowest reasonable figure consistent with the due performance and observance of his obligations herein as and when the Landlord or their managing agents for the time being shall consider such performance and observance to be reasonably necessary and the Landlord will not incur expenditure of more than Five Thousand Pounds (£5,000) on the Building without consulting all the tenants of the Building

5.2.2 For the avoidance of doubt the Tenant shall not be liable to pay any share of the Annual Maintenance Cost in so far as it relates to and benefits only the

flats situated above the Premises for example staircases common accessways and corridors serving only the flats

- 5.3 Within 21 days of receiving the Audited Accounts the Tenant shall be entitled to give notice of his desire to the Landlord to inspect vouchers and receipts for the items included in the Audited Accounts at the offices of the Landlord or his managing agents and the Landlord shall allow such inspection at reasonable times
- 5.4 It is agreed that for the period of 12 years from the date of this lease that the Annual Maintenance Cost shall not include any cost of repairs replacement or reinstatement relating to faulty design workmanship or materials in respect of the Landlord's Works as defined in an agreement for lease dated the 28<sup>th</sup> day of May 2019 and made between (1) Hallam Stewart Holdings Limited and (2) Martin McColl Limited
- 5.5 The Landlord will employ a car park management company to ensure that the car park spaces granted for the use of the Tenant are free and available for use by the Tenant its Subtenants and their customers.
6. THE Landlord hereby covenants with the Tenant as follows:-
- 6.1 That the Landlord will and as necessary maintain repair cleanse repaint redecorate and renew:-
- 6.1.1 The roofs pipes conduits and all drains and other devices for conveying rainwater from the Building
- 6.1.2 The main structure of the Building including in particular (but not by way of limitation) the foundations and exterior walls thereof
- 6.1.3 The area car park and any communal bin store
- 6.1.5 The gas and water pipes conduits ducts sewers drains and electric wires and cables (including television and radio wiring and aerials) and all other the gas water sewage drainage electric and ventilation installations in under or upon the Building and enjoyed or used by the Tenant and any occupier of the Building but excluding such installations and services as are incorporated in and exclusively serve the Premises
- 6.2 That the Landlord will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Tenant) insure and keep insured the Building (including the Premises) and the Landlord's fixtures fittings furnishings apparatus and chattels in and about the Building to the full replacement value thereof (as from time to time determined by the Landlord's surveyor) in such insurance office of repute as the Landlord may select against loss or damage by fire and such other risks as are normally covered by a policy of comprehensive insurance including architects' and surveyors' fees in connection with any reinstatement and against the

loss of three years' ground rent and against damage occasioned by the bursting or overflowing of water tanks apparatus or pipes (other than damage occasioned whilst the Premises or any other flat in the Building is left unoccupied or untenanted) and also against third party liability and against such other risks as the Landlord may from time to time in his absolute discretion consider it desirable to insure in such sums as shall be considered by the Landlord's surveyor to be appropriate and that the Landlord will pay all premiums necessary for the aforesaid purposes when due and the Landlord shall procure that every such insurance policy contains a non invalidation clause to the effect that the policy shall not be rendered void by any act, neglect, default or omission of the Tenant or by any alteration whereby the risk of damage or destruction is increased, unknown to our beyond the control of the Landlords and a provision of whereby the insurers agree to waive all rights of subrogation, remedies or relief to which the insurers might become subrogated against the Tenant and any sub-tenants and will whenever reasonably required so to do produce to the Tenant a copy of the policy or policies of such insurance and the receipt for the last premium for the same AND further subject to clause 6.3 that in case of destruction of or damage to the Building (including the Premises) or any part or parts thereof the Landlord will as soon as reasonably practicable expend and lay out all monies received in respect of such insurance in or towards the repair rebuilding or reinstatement of the Premises or other the part or parts of the Building so destroyed or damaged making good any deficiency out of its own monies

6.3 Relief from obligation to reinstate

The Landlord need not rebuild or reinstate the Building if and for so long as the rebuilding or reinstating is prevented because:

6.3.1 The Landlord despite using reasonable endeavours, cannot obtain a necessary permission

6.3.1 Any permission is granted subject to a lawful condition and which in all the circumstances it is unreasonable to expect the Landlord to comply because of the cost in so doing would be out of all proportion to the cost of other wise rebuilding or reinstating

6.3.1 There is some defect of deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances

6.3.1 The Landlord is unable to obtain access to the site to rebuild or reinstate

6.3.1.The rebuilding or reinstating is prevented by way, act of God or

government action

6.3.1 Because of the occurrence of any other circumstances beyond the Landlord's reasonable control

In the event that the Landlord does not rebuild or reinstate then the Landlord will immediately pay to the Tenant that proportion of the insurance proceeds relating to the Building being the proportion that is the value of the Tenant's interest in the Premises as compared against the aggregate value of such other freehold and leasehold interests in the Building which are covered by such insurance all as immediately prior to the damage or destruction

6.3.2 If the Premises or the Building is destroyed or damaged so that the Premises is unfit for occupation and use then the Tenant's obligation to pay rent and the Tenant's share of the Annual Maintenance Costs will cease until such time as the Premises and/or the Building have been rebuilt or reinstated and are fit for reasonable occupation and use

6.4 That the Tenant paying the Rent and observing and performing all the covenants and conditions herein contained and on the part of the Tenant to be observed and performed shall and may peaceably and quietly possess and enjoy the Premises during the Term without any lawful interruption by the Landlord or any person or persons claiming under or in trust for the Landlord

6.5 The Tenant is permitted to use the Premises for any use within Use Class A1 of the Town and Country Planning (Use Classes) Order 2012 including but not limited to the use of the Premises as a convenience store, post office, newsagent, for the sale of alcoholic liquors and hot and cold snacks, the sale of national lottery products, with an automatic telling machine and a paypoint and any other use authorised by the Landlord (acting reasonably) and subject to the Tenant obtaining all necessary consents

6.7 The Tenant is not permitted to use the Premises:

6.7.1 For any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such a nature; or

6.7.2 In a manner which creates a legal nuisance, damage or annoyance to the Landlord or any tenants or occupiers of any adjoining premises.

7. PROVIDED FURTHER and it is hereby agreed

7.1 that the Landlord shall not be liable or responsible for any inconvenience injury accident or damage which may at any time be suffered by the Tenant (either personally or in respect of the Premises or any property of the Tenant therein) or by any member of the Tenant's family or any employee servant invitee or licensee of the

Tenant and whether by reason of any act neglect or default of the Landlord or any servant of them or of any other tenant or through any defect in any fixture fitting pipe wire guttering drain cable staircase balcony or other thing in or about the Building or any part thereof (including the Premises) unless the Landlord shall have been given previous written notice of such defect by the Tenant and shall have failed to remedy the same within a reasonable period PROVIDED THAT in respect of liability to any third party this exclusion shall have effect only in respect of such sums in excess of the amount of the insurance effected by the Landlord pursuant to the provisions of this lease

- 7.2 THE Tenant shall not become entitled to any right of light or air or any right or easement or quasi right or quasi easement which would in any way prejudicially affect the free and unrestricted user by the Landlord or any tenant of any other part of the Building or any adjoining or neighbouring land of the Landlord or any part or parts of the Building for building or other purposes
8. Nothing in this Lease shall imply or warrant that the Building may be used or shall be capable of use for any purpose under the Planning Acts (whether the user stated in this Lease or otherwise) and if any use is not permitted the Tenant shall remain fully liable to the Landlord without relief
9. The Landlord may re-enter the Property (or any part of the Property in the name of the whole) 21 days after any material breach of any condition of, or tenant covenant in, this lease. If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.
- 9.2 Before taking any steps to re-enter the Property the Landlord shall:
- (a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received written notice; and
  - (b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.
10. This lease is to be governed by and interpreted in accordance with English law.

## **THE FIRST SCHEDULE**

### **The Premises**





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German.

EXECUTED as a Deed by HALLAM  
STEWART HOLDINGS LIMITED acting by:

Director   


EXECUTED as a Deed by NORTHERN &  
MIDLAND HOLDINGS LIMITED acting by:

Director

Director/Secretary