

These are the notes referred to on the following official copy

Title Number MS635866

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DATED

Do 16 MARCH DATE

2017

Andrew Paul Howard Jones
Simon William Jones
Catherine Mary Antonia Clare Jones
John Michael Norman Jones
and

to

SP Manweb plc

LEASE

of an electricity substation site at
Sandford Street Birkenhead

Term: 99 years

Premium £2000

Cullimore Dutton
Solicitors
Friars
White Friars
Chester
CH1 1XS

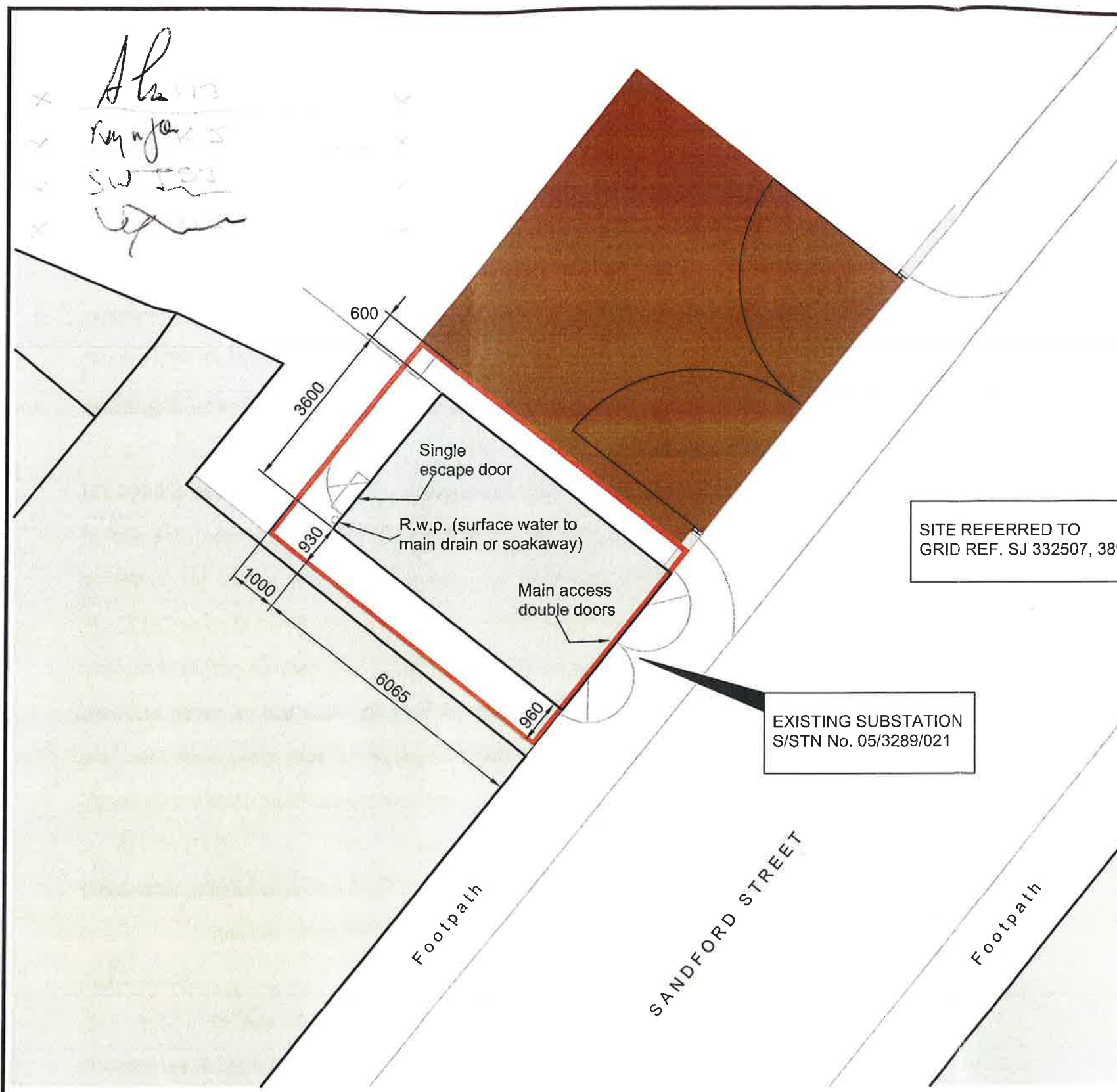
File No: 053289/021 E55363 - RE
CD Ref: S007561368
Doc Ref: 1226773
Date & Time: 11/10/2016 at 12:02(MAN027: Lease

Rent Revised Form)

LR1. Date of lease	<p style="text-align: center;">18 March 2017 DATE</p>
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> MS635866</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Andrew Paul Howard Jones of <i>MME Crosby Korten, 54 Vieux Chemin De Sainte Anne, 06130 Gresse, France</i> Simon William Jones of <i>Timekain, 43 Mount Road Upton Wirral CH49 6LA</i> John Michael Norman Jones of <i>Apt 10 Roklis Grange Tanney Lane Neston CH64 9XG</i> Catherine Mary Antonia Clare Jones of <i>63 Brent Terrace London NW2 1BY</i> John Michael Norman Jones of</p> <p>Tenant SP Manweb plc (Company registration number 2366937) whose registered office is at 3 Prenton Way, Prenton CH43 3ET</p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p>
<p>LR4. Property <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>FIRST SCHEDULE</p>

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p>	<p>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.</p> <p>None</p>
<p>LR6. Term for which the Property is leased</p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term as specified in this lease at clause 1.</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>TWO THOUSAND POUNDS (£2000)</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>

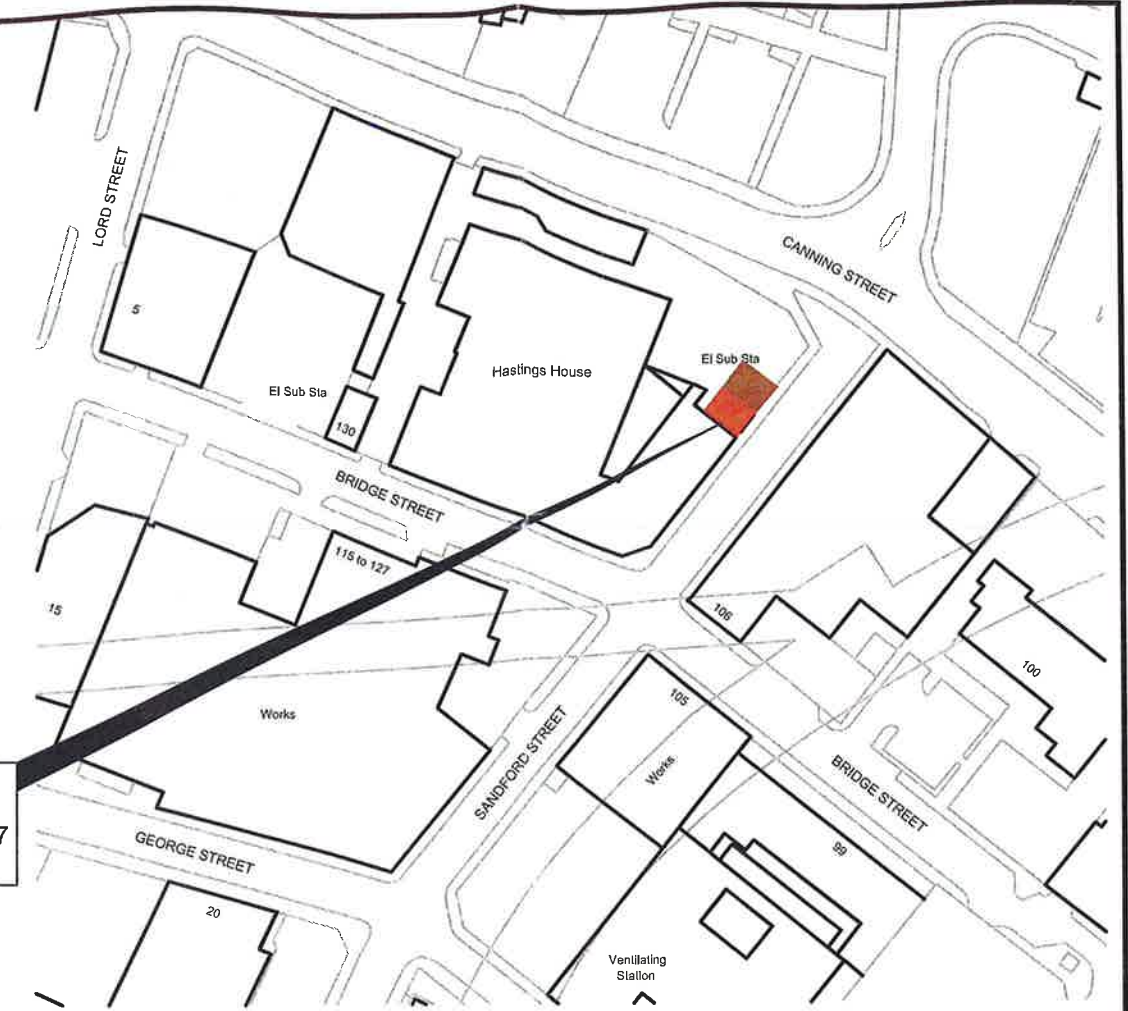
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	
<p>LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>SECOND SCHEDULE</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p>
<p>LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in schedule 4 to the Land Registration Rules 2003.</i></p>	<p>None</p>



SITE PLAN - Scale 1:100

Area of land to be acquired edged red = 36 sq.metres or thereabouts

Access over land coloured brown



LOCATION PLAN
- Scale 1:1250

REPRODUCED FROM (OR BASED UPON) THE
ORDNANCE SURVEY'S MAP WITH PERMISSION
OF THE CONTROLLER OF HER MAJESTY'S
STATIONARY OFFICE.
CROWN COPYRIGHT OS LICENCE No. NA273112
MANWEB plc CHESTER.



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IT MAY BE SUBJECT TO DISTORTIONS IN SCALE.
MEASUREMENTS SCALED FROM THIS PLAN MAY NOT MATCH
MEASUREMENTS BETWEEN THE SAME POINTS ON THE
GROUND.

Rev.	Date
Drawn	
Checked	
Approved	



SP PowerSystems Ltd
System Design, Drawing Office, Gateway House,
Old Hall Road, Bromborough, CH62 3NX
Tele 0141 614 7143

Title
**11kV SUBSTATION SITE AT
SANDFORD STREET,
BIRKENHEAD.**

Location
BIRKENHEAD.

Drawn	Date	Checked	Date	Approved	Date
M.T.	JAN.14.	G.B.	JAN.14.	G.B.	JAN.14.

Status	Drw. No.	Rev.
ISSUED	SP4110221	2.0

© Copyright property of SP PowerSystems Ltd. Scale AS SHOWN Size **A3**

THIS LEASE made the 16 day of March 2016

BETWEEN Andrew Paul Howard Jones of 54 Vieux Chemin de sainte Anne, 06130 Grasse FRANCE.

Simon William Jones of TITHEBARN, 43 MOUNT ROAD, UPTON, WIRRAL CH49 6LA

John Michael Norman Jones of Apt 10 Rokis Grange Tannoy Lane Nelson CH44 9XG

and Catherine Mary Antonia Clare Jones of 63 Brent Terrace London NW2 1BY

(hereinafter called "the Lessor") of the one part and SP Manweb plc whose registered office is at 3 Prenton Way Prenton CH43 3ET (hereinafter called "Manweb") of the other part

WITNESSETH as follows:-

1. In consideration of the sum of TWO THOUSAND POUNDS (£2,000.00) now paid by Manweb to the Lessor (the receipt whereof the Lessor hereby acknowledge) and of the covenants on the part of Manweb hereinafter contained the Lessor with full title guarantee hereby DEMISES unto Manweb ALL THAT piece or parcel of land described in the First Schedule hereto (hereinafter referred to as "the demised land") TOGETHER with the rights set out in the Second Schedule hereto so that such rights will be annexed and appurtenant to the whole and each and every part of Manweb's undertaking and/or the demised land TO HOLD the same unto Manweb from the 16 day of March Two Thousand and ~~Six~~^{Sixty seven} for the term of 99 years (hereinafter referred to as "the Term")

2. Manweb HEREBY COVENANTS with the Lessor in manner following that is to say:-

(1) To pay all rates in accordance with the provisions of the Local Government Finance Act 1988 or any statutory modification or re-enactment thereof for the time being in force and all taxes and assessments of an annual or periodically recurring nature (not including any costs charges or expenses incurred in respect of

the making up or completion of any roads pavements service strips or other accessways now or to be constructed on the Lessors property for adoption as highways maintainable at public expense) which during the Term shall become payable in respect of the demised land

(2) Not to use the demised land other than for electricity substation purposes or for such other purpose as shall correspond with the use which prevails generally in the case of contiguous or adjacent land

(3) To indemnify the Lessor from and against all actions proceedings claims demands costs and expenses which may be brought or made against the Lessor or which he may reasonably and properly incur (except such as may be due or caused by or arise out of the act neglect or default or the contributory negligence of the Lessor his tenants licensees or anyone authorised by him or their respective agents or employees) in respect of bodily injury to any persons or physical damage to the Lessors adjoining land caused during the installation laying maintenance or removal by Manweb of the electric lines or of its equipment on the demised land Provided that the Lessor shall as soon as practicable give notice in writing to Manweb of any such action proceeding claim or demand brought made or threatened against the Lessor and shall not settle adjust or compromise such action proceeding claim or demand without the consent of Manweb such consent not to be unreasonably withheld or delayed and Manweb may at its own expense defend or contest any such action proceeding claim or demand in the name of the Lessor

(4) Not at any time to assign or underlet or part with the possession of the demised land or any part thereof without the previous consent in writing of the Lessor which consent shall not be unreasonably or arbitrarily withheld or delayed provided always that Manweb may without consent assign the demised land to a licence

holder under the Electricity Act 1989 (as amended by the Utilities Act 2000) or to a company within the same group of companies as Manweb

(5) Upon the expiration or sooner determination of the Term Manweb may if Manweb so desires or will if the Lessor demands at Manweb's expense remove all buildings erected upon the demised land and render safe but leave in situ any electric lines installed under the provisions of this Lease making good any damage caused thereby to the demised land to the reasonable satisfaction of the Lessor

(6) At all times during the term to keep any building erected upon the demised land in an adequate state of repair in order to use the same for electricity substation purposes

3. The Lessor HEREBY COVENANTS with Manweb that Manweb observing and performing the covenants and conditions herein contained and on the part of Manweb to be observed and performed shall and may peaceably and quietly possess and enjoy the demised land for the Term without any lawful interruption by or from the Lessor or any person rightfully claiming under or in trust for the Lessor

4. Provided Always and it is Hereby Declared and Agreed that

(1) If at any time during the Term Manweb shall be desirous of determining the same and of such its desire shall give to the Lessor not less than six months' notice in writing and shall substantially perform and observe all the covenants and conditions hereinbefore contained and on its part to be performed and observed up to such determination then and in any such case from and after the expiration of such notice this present lease shall cease and be void but without prejudice to any claim by the Lessor against Manweb in respect of any antecedent breach of any covenant or condition herein contained

(2) Any dispute or difference arising under this lease shall be submitted to arbitration under the provisions of the Arbitration Act 1996 by an Arbitrator (failing

agreement) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and the decision of such Arbitrator shall be final and binding on both parties hereto

5. It is Hereby Declared that nothing herein contained shall affect abridge diminish or lessen the powers of Manweb under the Electricity Act 1989 or any statutory modification or re-enactment thereof for the time being in force

6. It is hereby certified that there is no Agreement for Lease to which this lease gives effect

7. Where the context so requires or admits the expression "Lessor" wherever used in this lease shall include the persons for the time being entitled to the reversion expectant upon the term and the expression "Manweb" shall include companies within the same group of companies and include its or their successors in title

8. In this Deed:-

(1) Where there are two or more persons included in the expression "the Lessor" the covenants and obligations on the part of the Lessor herein contained or implied shall be deemed to be made by such persons jointly and severally

(2) Words importing one gender include all others and words importing the singular include the plural and vice versa

9. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds

10. This lease shall be exclusively governed and construed in accordance with English Law and the parties hereto will submit to the exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have executed and delivered
this lease as a Deed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to:

ALL THAT piece of parcel of land situate at Sandford Street Birkenhead containing 36 square metres or thereabouts forming part of title number MS635866 as is shown edged red on the plan annexed hereto ("the Plan")

THE SECOND SCHEDULE hereinbefore referred to:

A The full and free right and liberty for Manweb its officers employees and workmen and all persons authorised by it or them:-

(1) With or without vehicles of any description machinery and apparatus from time to time to pass and repass over and along the adjoining land of the Lessor shown tinted brown on the Plan for all purposes connected with the use and enjoyment of the demised land

(2) To lay install and keep installed maintain renew alter adjust remove repair inspect and use electric lines telephone signalling and fibre optic cables and ancillary equipment associated works and other conducting media with the conduits or pipes for containing the same (herein referred to as "electric lines") as may be necessary for remote monitoring and management of the distribution network within and under the land shown tinted brown on the Plan and to break up the respective surfaces thereof as far as may be necessary from time to time for the purpose of laying installing maintaining renewing altering repairing inspecting adjusting or removing the electric lines doing as little damage as reasonably possible and making good to the reasonable satisfaction of the Lessor as soon as reasonably possible

(3) To enter upon giving as much notice as is reasonably practicable in the circumstances (except in cases of emergency when no notice will be given) and be upon so much of the Lessors adjoining land as is unbuilt upon and necessary for the purpose of erecting and thereafter from time to time for the purpose of installing

inspecting maintaining repairing and replacing the substation building intended to be erected upon the demised land

(5) To drain surface water from the demised land onto the said adjoining or neighbouring land of the Lessor and into any existing drainage system therein

B The full and free right for Manweb:-

(1) Of support for the demised land and any building erected or to be erected thereon from the adjoining land belonging to the Lessor

(2) To take in and expel air from and to the said adjoining land through any ventilators installed in any building erected or to be erected upon the demised land without any interference or obstruction whatsoever

SIGNED as a Deed by the said
Andrew Paul Howard Jones
in the presence of:

)
)
)


.....

Witness Signature:



Name:

.....
TRACY DUFFY

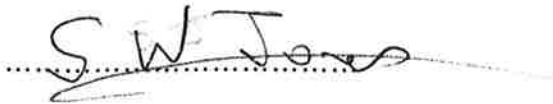
Address:

.....
3 Chemin des Prés
'La passerelle'
.....
06130 GRASSE

Occupation:

.....
DIRECTOR

SIGNED as a Deed by the said)
Simon William Jones)
in the presence of:)



Witness Signature: S. Barratt

Name: S. E. BARRATT

Address: 1 LONGRIDGE AVE
UPTON

Occupation: WIRRAL CH496QQ
Retired teacher

SIGNED as a Deed by the said)
John Michael Norman Jones)
in the presence of:)



Witness Signature: T. E. Dundas

Name: T. E. DUNDAS

Address: 417 OLD CHESTER RD,
BIRKENHEAD,
CH42- 2DU

Occupation: watchmaker

SIGNED as a Deed by the said)
Catherine Mary Antonia Clare Jones)
in the presence of:)

Katy M. Jones

Witness Signature:

Belinda Sinclair

Name:

BELINDA SINCLAIR

Address:

FLAT 1
166 WILLESDEN LANE
LONDON NW6 7PQ

Occupation:

Dog handler.

Executed as a Deed by
SP Manweb plc acting by two
Authorised Signatories in the
presence of:

)
)
)
)

Signature

Authorised Signatory

Signature of witness:

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

.....

.....

Signature

Authorised Signatory

Signature of witness:

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

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