

DATED

21 / 10 / 2019

LICENCE TO ASSIGN

relating to

Lease of land at 1 Park Lane, Poynton, Cheshire SK12 1RD

between

**Organon Pension Trustees Limited, Rachael Joan Almond, Olwyn Shirley and David
Spencer Shirley as Trustees of The Almond Family SIPP**

and

Stratagem Wealth Limited

and

Stratagem Financial Planning Limited

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This deed is dated

Parties

- (1) **ORGANON PENSION TRUSTEES LIMITED**, a company incorporated and registered in England and Wales with company number 06406804 whose registered office is at Regent House, Heaton Lane, Stockport, Cheshire SK4 1BS, **RACHAEL JOAN ALMOND** of 68 Meadway, Bramhall, Stockport SK7 1LX, **OLWYN SHIRLEY** of 231 Peel Hall Road, Manchester M22 5HE and **DAVID SPENCER SHIRLEY** of 68 Meadway, Bramhall, Stockport SK7 1LX as **Trustees of The Almond Family SIPP (Landlord)**
- (2) **STRATAGEM WEALTH LIMITED**, a company incorporated and registered in England and Wales with company number 10016924, whose registered office is at 1 Park Lane, Poynton, Cheshire SK12 1RD (**Tenant**)
- (3) **STRATAGEM FINANCIAL PLANNING LIMITED**, a company incorporated and registered in England and Wales with company number 11456453, whose registered office is at 1 Park Lane, Poynton, Cheshire SK12 1RD (**Assignee**)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Lease: a lease of 1 Park Lane, Poynton, Cheshire SK12 1RD dated 16 April 2019 made between Organon Pension Trustees Limited, Rachael Joan Almond, Olwyn Shirley and David Spencer Shirley as Trustees of The Almond Family SIPP (1) and Stratagem Wealth Limited (2) and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: 1 Park Lane, Poynton, Cheshire SK12 1RD as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause **Error! Reference source not found.** and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.13 Unless the context otherwise requires, references to clauses are to the clauses of this licence.

1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.

2. Consent to assign

2.1 Subject to clause 2.2 the Landlord consents to the Tenant assigning the Lease to the Assignee.

2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.

2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.

2.4 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.

2.5 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. Obligations relating to the assignment

3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.

3.3 Within one month after completion of the assignment, the Assignee shall:

- (a) notify the Landlord of completion and;
- (b) send the Landlord a certified copy of the assignment

4. Costs

On completion of this licence the Tenant shall pay the [reasonable] costs and disbursements of the Landlord's solicitors and its managing agents in connection with

this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

5. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

6. Indemnity

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

7. Notices

7.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

7.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

7.3 A notice given under this licence is not valid if sent by fax or email.

7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Liability

8.1 The obligations of each of the Tenant in this licence are owed to the Landlord.

8.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or

other indulgence to, any one of those persons, without affecting the liability of any other of them.

9. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

10. Governing Law

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

11. Jurisdiction

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

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

Executed as a deed by Organon Pension Trustees Limited acting by [NAME OF DIRECTOR], a director, in the presence of:

.....

SIGNATURE OF WITNESS

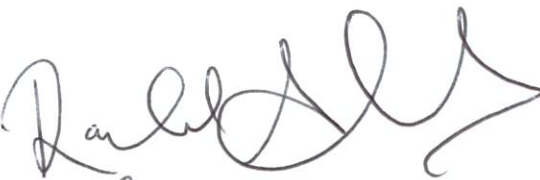

NAME, ADDRESS AND OCCUPATION OF WITNESS

Executed as a deed by Rachael Joan Almond, in the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION

LAUREN HADDAD
31 MELBOURNE ROAD, SKAILES
6 PARAPLANNER.

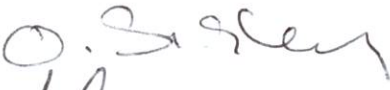

OF WITNESS

Executed as a deed by Olwyn Shirley in
the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION
OF WITNESS


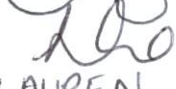


LAUREN HADDAD, 31 MELBOURNE ROAD,
SKA ILS. PARAPLANNER.

Executed as a deed by David Spencer
Shirley in the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION
OF WITNESS


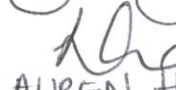


LAUREN HADDAD, 31 MELBOURNE ROAD,
SKA ILS, PARAPLANNER.

Executed as a deed by Stratagem
Wealth Limited acting by David Spencer
Shirley, a director, in the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION
OF WITNESS




LAUREN HADDAD, 31 MELBOURNE ROAD,
SKA ILS. PARAPLANNER.

Executed as a deed by Stratagem
Financial Planning Limited acting by
David Spencer Shirley, a director, in the
presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION
OF WITNESS



LAUREN HADDAD, 31 MELBOURNE, RD,
SKA ILS. PARAPLANNER.

