

DATED

21/10/2019

DEED OF ASSIGNMENT

OF LEASEHOLD PROPERTY KNOWN AS

1 PARK LANE, POYNTON, STOCKPORT SK12 1RD

STRATAGEM WEALTH LIMITED

and

STRATAGEM FINANCIAL PLANNING LIMITED

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THIS DEED is dated [DATE]

PARTIES

- (1) 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 (**Assignor**); and
- (2) 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) The residue of the term granted by the Lease remains vested in the Assignor.
- (B) The Assignor has agreed to assign the Lease to the Assignee on the terms of this deed.
- (C) The consent of the landlord has been obtained as required by the Lease.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Lease: a lease of 1 Park Lane, Poynton, Cheshire, SK12 1RD dated 16 April 2019 and made between Organon Pension Trustees Limited (Co reg No: 06406804), Rachael Joan Almond, Olwyn Shirley and David Spencer Shirley as Trustees of The Almond Family SIPP (1) and Stratagem Wealth Limited (Co reg No: 10016924) (2).

Lease Obligations: the tenant covenants and all terms and conditions contained or referred to in the Lease.

LPMPA 1994: Law of Property (Miscellaneous Provisions) Act 1994.

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

Rent: the rent reserved by the Lease.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Clause and Schedule headings shall not affect the interpretation of this deed.

1.3 A reference to the **Lease** includes any deed, licence, consent, approval or other instrument supplemental to it.

1.4 A reference to the **Property** is to the whole and any part of it.

- 1.5 References to the **Assignee** include a reference to its successors in title and assigns.
- 1.6 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 References to clauses and Schedules are to the clauses and Schedules to this deed.

2. ASSIGNMENT

- 2.1 In consideration of the covenants given by the Assignee in this deed the Assignor assigns the Property to the Assignee for the unexpired residue of the term granted by the Lease subject to the payment of the Rent and the Lease Obligations.

3. TITLE GUARANTEE

- 3.1 The Property is assigned with full title guarantee.
- 3.2 The covenant set out in section 3 of the LPMPA 1994 shall not extend to any breach of the Lease relating to the physical state or condition of the Property.
- 3.3 The covenant set out in section 4(1)(b) of the LPMPA 1994 shall not extend to any breach of the Lease relating to the physical state or condition of the Property.
- 3.4 All matters recorded at the date of this deed in registers open to public inspection are deemed to be within the actual knowledge of the Assignee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

4. INDEMNITY

4.1 The Assignee covenants with the Assignor that the Assignee shall from the date of this deed for:

- (a) pay the Rent and any VAT payable on it and observe and perform the Lease Obligations; and
- (b) keep the Assignor indemnified against all liabilities, expenses, costs (including but not limited to any solicitors, surveyors or other professionals costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses suffered or incurred by the Assignor arising out of or in connection with any failure to do so.

5. VAT

5.1 All sums payable under or pursuant to this deed are exclusive of any VAT that may be chargeable.

5.2 If any VAT is chargeable in respect of such sums, the party paying those sums shall pay an amount equal to that VAT, in addition to such sums except to the extent that the party receiving the payment obtains credit for such VAT under the Value Added Tax Act 1994.

6. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

7. GOVERNING LAW

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

8. JURISDICTION

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

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

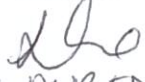
Executed as a deed by Stratagem
Wealth Limited acting by David
Shirley, a director, in the presence
of:

.....
SIGNATURE OF WITNESS
NAME, ADDRESS AND
OCCUPATION OF WITNESS



.....
[SIGNATURE OF DIRECTOR]

Director


LAUREN HADDAD
31 MELBOURNE ROAD, SK7 1LS.
PARAPLANNER.

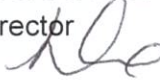
Executed as a deed by Stratagem
Financial Planning Limited acting
by David Shirley, a director, in the
presence of:

.....
SIGNATURE OF WITNESS
NAME, ADDRESS AND
OCCUPATION OF WITNESS



.....
[SIGNATURE OF DIRECTOR]

Director


LAUREN HADDAD
31 MELBOURNE ROAD, SK7 1LS
PARAPLANNER.