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Title Number SF176445

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H. M. LAND REGISTRY

Land Registration Acts 1925

COUNTY AND DISTRICT

TITLE NUMBER

PROPERTY

POSTAL ADDRESS

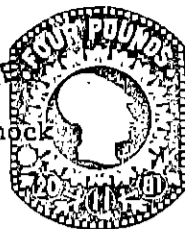
19. NOV. 1981

FINANCE ACT 1981

Staffordshire Cannock Chase
SF 147781
Land to the North of East Cannock
Road Cannock

Chaffinch Close

EXAMINED WITH ORIGINAL
AT OUR OFFICE
MANBY & STEWARD
1st Floor, Mander House
No. 11, Northampton Street, Cannock



THIS LEASE is made the Thirteenth day of November One thousand nine hundred and Eighty-one BETWEEN BARRATT BIRMINGHAM LIMITED whose Registered Office is situate at 54 Hagley Road Edgbaston Birmingham B16 8PE West Midlands (hereinafter called "the Lessor") of the one part and PETER FRANCIS BUCKLEY of 187 Chester Road North Kidderminster Worcestershire (hereinafter called "the Lessee") of the other part

WHEREAS :-

1. In this Lease unless the context otherwise requires :
 - (a) "the block" means the building together with all garden ground footpaths drying areas open spaces parking spaces and vehicular accessways as are necessary for the proper enjoyment by individual lessees in the building of their Studio Solo flats all as described (including by reference to plan) in the Seventh Schedule hereto
 - (b) "the building" means the building in which the Studio Solo flats are situate but excludes all garden ground footpaths drying areas open spaces parking spaces and vehicular accessways adjacent thereto
 - (c) "Studio Solo flats" means the flats forming part of the building and "Studio Solo flat" has a corresponding meaning
 - (d) "the parking space" means the parking space forming part of the block
 - (e) "the common part" means that part of the block (including the building) not included either in the Studio Solo flat and parking spaces or portions of accessways to parking spaces but which are included in the demised premises as hereinafter defined
 - (f) "the demised premises" means the property hereby demised as described in the Seventh Schedule hereto
 - (g) "the reserved rent" includes as well as the rent initially reserved hereunder such additional rent as is reserved under Clauses 1 (e) (i) 1 (f) and 1 (g) hereof (where applicable)
 - (h) "the first value of the block" means the total of the open market value selling prices achieved by the Lessor of all the Studio Solo flats in the block AND the certificate of the Lessors Solicitor as to the amount of such selling prices shall be accepted as conclusive unless manifestly incorrect
 - (i) "the review value of the block" means the total of the open market value selling prices of all the Studio Solo flats in the

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block which the Chartered Surveyor referred to in Clause 1 (e) hereof considers on each review would be achieved on a vacant possession sale without incumbrances AND such Chartered Surveyor is to assume that each such Studio Solo flat is being sold individually and that its sale is in no way inhibited by the sales of any other Studio Solo flat in the block

(e)

(j) "the Insured Risks" means and includes fire lightning explosion earthquake storm or flood water damage riot civil commotion vandalism theft subsidence and/or heave and landslip together with such other risks (if any) as the Lessor may from time to time think fit

(k) "the Notice Value" means the consideration set out in the document then being registered Save that where the consideration is nominal or the document put up for registration has no reference to consideration the expression "the Notice Value" means the last full consideration for value relating to the Studio Solo flat

(l) "the Lessor" includes the successors in title of the Lessor and any person firm or corporation to whom the Lessor may grant a concurrent lease of the block for any part of the term hereby created

(m) "the Lessee" includes the executors administrators and assigns of the Lessee and where two or more persons are expressed to be Lessees covenants entered into by them shall be deemed to be entered into jointly and severally

2. The title of the Lessor is set out in the Seventh Schedule hereto
3. The Lessor has agreed with the Lessee to a grant to the Lessee of a Lease of the demised premises for the consideration at the rent and on the terms and conditions hereinafter appearing (such Lease to be vested in the Lessee as joint tenants)

(f)

N O W THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum specified in the Seventh Schedule hereto paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid and observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THOSE the demised premises:

(g)

(a) TOGETHER WITH the rights set out in the First Schedule hereto BUT RESERVING to the Lessor the right to grant similar rights over and affecting the demised premises to other Lessees of Studio Solo flats in the block

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(b) SUBJECT to the rights set out in the Second Schedule hereto

(c) TO HOLD the same UNTO the Lessee from the date specified in the Seventh Schedule hereto for the term of ONE HUNDRED AND TWENTY YEARS

(d) YIELDING AND PAYING THEREFOR during the said term the yearly rent for the first Twenty one years thereof of TWENTY POUNDS (£20.00) by

equal half yearly payments in advance on the Thirtieth day of June and the Thirtieth day of December in each year the first of such payments being a proportionate payment to be made on the execution hereof

- (e) (i) such rent to be subject to review on each Twenty first anniversary of the grant hereof and shall then be increased to such sum as is the same percentage of the review value of the block as the rent reserved under the preceding sub-clause is of the first value of the block BUT so that such reviewed rent shall never equal such a sum as would in appropriate circumstances create an inhibition on the premium capable of being charged on an assignment of the demised premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or similar legislation
- (ii) the amount of the rent shall be determined by a Chartered Surveyor acting as an expert and not as an arbitrator who shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or (if he fails to appoint one within Three months of being requested to do so) by the President for the time being of the Law Society on the application by the Lessor made at any time after the expiration of the Twentieth Forty first Sixty second Eighty third or Hundred and fourth year of the said term (as the case may be)
- (iii) the surveyor may be requested to determine all or any of the rents of the Studio Solo flats comprised in the building together
- (iv) the Lessor shall pay the fees of the surveyor appointed under this clause

(f) AND ALSO paying on demand by way of further or additional rent from time to time a sum or sums of money equal to one eighth part of the amount which the Lessor may from time to time expend in effecting or maintaining the insurance of the block against loss or damage by the Insured Risks in accordance with the provisions of the Sixth Schedule hereto

(g) AND ALSO paying on demand by way of further or additional rent from time to time a sum or sums of money representing one equal eighth part of the costs expenses and outgoings incurred by the Lessor or its successors in title in lighting interior common parts

2. THE Lessee hereby covenants with the Lessor and with the Lessees of other Studio Solo flats comprised in the block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the Third Schedule hereto

3. THE Lessee hereby covenants with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Fourth Schedule hereto

4. THE Lessee hereby covenants with the Lessor and with the Lessees of the other Studio Solo flats comprised in the block that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Fifth Schedule hereto

5. THE Lessor hereby covenants with the Lessee that it will observe and perform the obligations on its part set out in the Sixth Schedule hereto

6. THE Lessee paying the reserved rent and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the demised premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

7. IF the rent hereby reserved or any part thereof is unpaid Twenty one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained Notwithstanding the generality of the foregoing the Lessor shall not exercise the right of re-entry above referred to unless Twenty eight days notice in writing of the Lessors intention so to do is first given to any mortgagee whose interest in the demised premises (which interest shall be subsisting at the date of the Lessors said notice) has been notified to the Lessor and the unpaid rent or other breach of covenant which shall be specified in the Lessor's said notice shall not be paid or remedied on expiry of the said notice

8. THE lessor and the Lessee hereby apply to the Registrar for the entry on the Register of the following restriction on the title to the property :

Except under an order of the Registrar no Transfer or Assent of the demised premises is to be registered unless a certificate is given by the Solicitor or Secretary of O M Limited of P. O. Box Number 63 Luton LU2 7XJ that notice of such Transfer or Assent has been given to the said O M Limited

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 (other than rent) exceeds Twenty thousand pounds

THE FIRST SCHEDULE

RIGHTS INCLUDED IN THE DEMISE

1. The right in common with the Lessor the owners and occupiers of all other Studio Solo flats in the building and all others having the like

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right to use for the purpose only of access to and egress from the demised premises all such parts of the other common parts in the block as afford access thereto and further at all times and for all usual and reasonable purposes to go and return with or without motor and other vehicles from and to the said block over and along all roads and footways now constructed or to be constructed on the land in respect of which the Lessor is the registered proprietor under the Title above referred to (hereinafter called "the Estate") and intended to be declared by the appropriate Local Authority as repairable at the public expense Provided Always that such right is restricted to pedestrian rights only over such parts of the said roads and footways as are not intended for vehicular use

2. The right of passage for running of gas electricity water and soil from and to the demised premises through the sewers drains pipes wires ducts or conduits forming part of the block and also now laid in or under any other land included in the Estate

3. All rights of support and protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the demised premises

4. Such rights of access to and entry upon the other common parts in the block and the other Studio Solo flats as are necessary for the use and enjoyment of the demised premises and for the proper performance of the Lessee's obligations hereunder

5. The right for the Lessee in common with the Lessees of other Studio Solo flats to place refuse from the demised premises in the receptacles in the dustbin enclosure shown on the plan annexed to the Seventh Schedule hereto together with all necessary rights of way over the other common parts in the block for this purpose

6. The benefit of any covenants entered into by the Lessor with the Lessees of other Studio Solo flats (each with the other) so far as such covenants are intended to benefit the demised premises or the Lessee

THE SECOND SCHEDULE

RIGHTS TO WHICH DEMISE IS SUBJECT

1. All rights of support and protection and other easements and quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the block over the demised premises

2. Such rights of access to and entry upon the demised premises by the Lessor and the Lessees of the other Studio Solo flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Studio Solo flats and similar to those herein contained

3. The burden of any covenants entered into by the Lessor with the Lessees of other Studio Solo flats so far as such covenants are intended to bind the demised premises or the Lessee

THE THIRD SCHEDULE

LESSEES COVENANTS TO OBSERVE RESTRICTIONS

1. Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as private dwellinghouse in the occupation of two persons only or for any purpose from which a nuisance can arise to the other occupiers of the block or the neighbourhood or for any illegal or immoral purpose

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any Studio Solo flat in or being part of the block or may cause an increased premium to be payable in respect thereof

3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks basins lavatories cisterns or waste or soil pipes in the Studio Solo flat but to place refuse in the dustbins in the area more particularly referred to in the First and Seventh Schedules hereto

4. No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the demised premises so as to cause annoyance to the other occupiers of other Studio Solo flats comprised in the block or so as to be audible outside the demised premises between the hours of 11 p.m. and 9 a.m.

5. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the demised premises or so as to be visible from outside the demised premises (except that a notice advertising the demised premises for sale or for any sub-letting permitted hereunder is allowed) and no clothes or other articles shall be hung or exposed outside the demised premises except in areas specifically reserved for the purpose

6. No bird dog or other animal which may cause annoyance to any lessee of any other Studio Solo flat comprised in the block shall be kept in the demised premises and no dog cat or other animal shall be kept in the demised premises without the written consent of the Lessor which consent may be revoked at the discretion of the Lessor

THE FOURTH SCHEDULE

COVENANTS BY LESSEE WITH LESSORS

1. The Lessee shall pay the reserved rent on the days and in manner above mentioned

2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether Parliamentary local or otherwise now or hereafter imposed or charged on the demised premises or any part thereof or upon the Lessor

3. The Lessee shall not make any structural alterations or structural additions to the demised premises nor erect any new buildings thereon or remove any of the Landlord's fixtures and fittings without the previous

consent in writing to the Lessor _____

4. The Lessee will pay all costs charges and expenses (including Solicitors' costs and Surveyors' Fees) incurred by the Lessor for the purpose of and incidental to the preparation and service of a notice under Section 146 of the Law of Property 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court _____

5. Forthwith after service upon the Lessee of any notice affecting the demised premises served by any person body or authority (other than the Lessor) the Lessee shall deliver a true copy thereof to the Lessor and if so required by the Lessor will join the Lessor in making such representation to any such person body or authority concerning any proposals affecting the demised premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the demised premises as the Lessor may consider desirable _____

6. (i) The Lessee shall not sub-let the whole or any part of the demised premises save that an underletting of the whole of the demised premises (with the prior consent of the Lessor and any mortgagee of the demised premises) is permitted in the case of a term certain not exceeding Three years let at a rack rent _____

(ii) the Lessee shall not assign part only of the demised premises _____

(iii) the Lessee shall not assign the whole of the demised premises without giving prior written notice of his intention so to do to the Lessor and on receipt of such notice the Lessor shall acknowledge in writing receipt of such notice and such acknowledgement shall be in sufficient terms so as to comply with the provisions of Clause 8 hereof _____

7. The Lessee shall within Twenty eight days of the date of every assignment grant of Probate or Administration Assent Transfer Mortgage Charge Discharge Order of Court or other event or document relating to the term (except a mortgage effected simultaneously with either the grant of this Lease or any subsequent assignment) give notice thereof in writing to the Lessor and pay to it a fee for registration calculated at the rate of 0.1% of the Notice Value of the demised premises and in the case of a document produce a certified copy of it to the Lessor for registration with notice _____

8. Once every Three years to redecorate with good quality materials the interior of the Studio Solo flat contained in the demised premises _____

THE FIFTH SCHEDULE

LESSEES COVENANTS FOR THE BENEFIT OF THE

LESSORS AND OTHER LESSEES

1. The Lessee will maintain and repair in good and tenantable condition the demised premises during the term and yield up the same at the expiration of the term in like condition _____

2. To permit the Lessor or its Agent to enter the demised premises upon prior reasonable notice being given (except in cases of emergency)

to view the state of repair and condition thereof and to leave on the demised premises notice in writing to the Lessee of all defects and wants of reparation then and there found which the Lessee is liable to make good under the covenants herein contained and if the Lessee does not proceed diligently within Three months of any such notice to execute and complete such outstanding works to permit the Lessor to execute such repairs the cost of so doing to be payable by the Lessee on demand and if not so paid to be recoverable as if the same were rent in arrear

3. At the expiration of each Three years of the term hereby granted and in the final year thereof to redecorate with good quality materials of a colour designated by the Lessor such parts of the interior of the common parts of the building as are included in the demised premises

4. At the expiration of each Five years of the term hereby granted and in the final year thereof to paint with two coats of good quality paint of a colour to be designated by the Lessor the exterior parts of the common parts which form part of the demised premises

5. To maintain in efficient working order a sufficient electric light of not less than 60 watts in the passage outside the Studio Solo flat included in the demised premises in a position designated by the Lessor for the benefit of persons using the block and keep the same at all times on electricity supply

6. To keep and maintain such parts of the common parts as are within the demised premises whether inside the building or in the grounds surrounding the same in good order and condition

7. Where the demised premises include part of the garden in the block then the Lessee shall maintain the same in good order and condition and properly tended and shall not erect any fences thereon or other structures without the consent in writing of the Lessor

THE SIXTH SCHEDULE

COVENANTS BY THE LESSOR WITH THE LESSEE

1. The Lessor shall insure and keep insured the block in the joint names of all persons having any interest therein against loss or damage by the Insured Risks in Sun Alliance and London Insurance Limited or some other insurance office of repute in the sum equivalent to the amount at least of the full re-instatement value from time to time of the block (including an adequate amount in respect of professional fees) and shall also take out and keep on foot in the said names a policy of insurance in an insurance office of repute covering liability for injury to persons in the block and shall make all payments necessary for those purposes within Seven days after the same become payable and shall produce to the Lessee on reasonable demand the policy or policies of such insurance and the receipt for the last premium for the same PROVIDED THAT instead of effecting the said insurance in the joint names of the said persons the Lessor may ensure that the interests of the said persons are noted on the relevant policies of insurance

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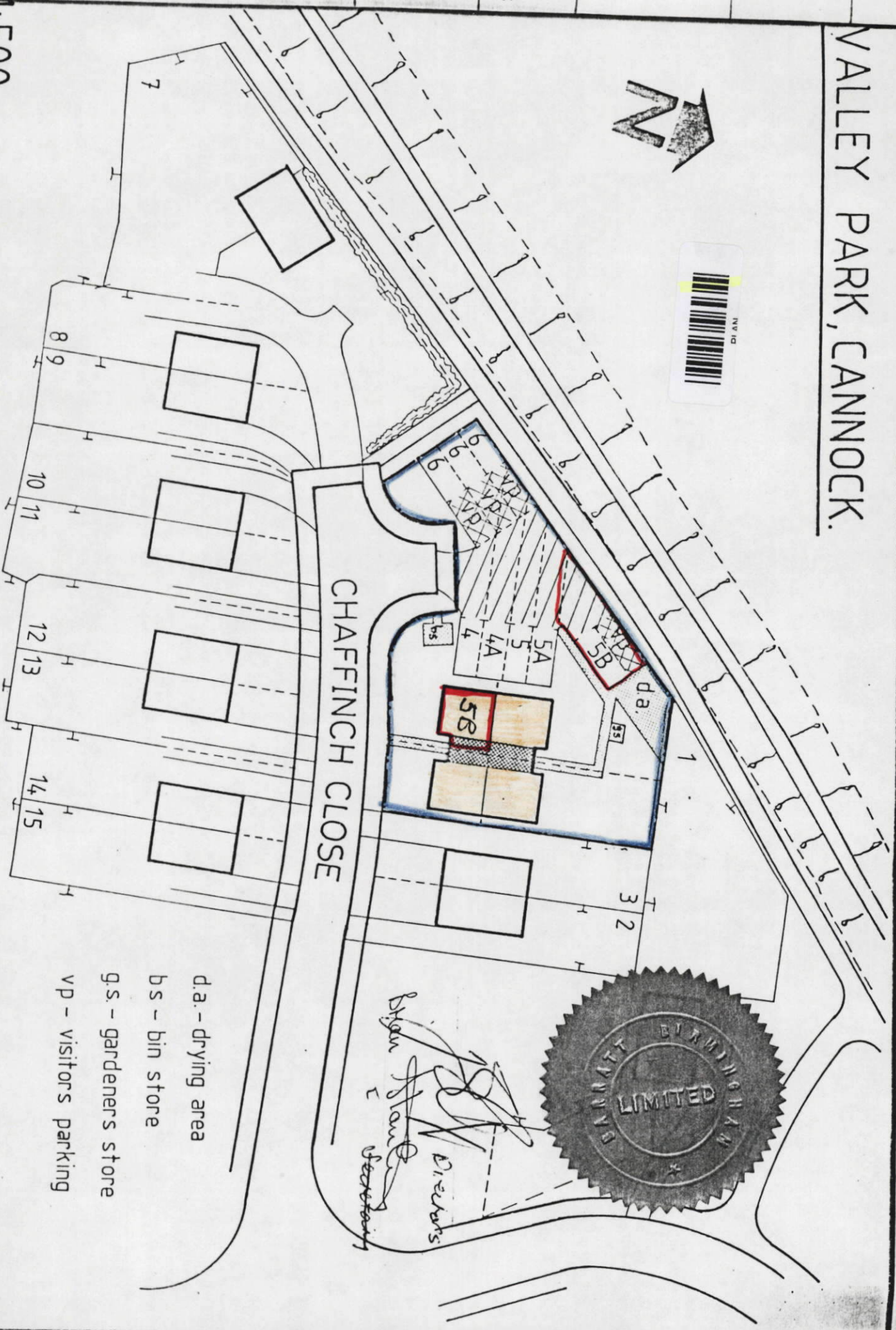
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VALLEY PARK, CANNOCK.



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John Shaw
 Directors
Secretary
 Secretary

- d.a. - drying area
- bs - bin store
- g.s. - gardeners store
- vp - visitors parking

rev'd 1/1/81
 20/5/81

2. In the event of the block or part thereof being damaged or destroyed by fire or other Insured Risk the Lessor shall as soon as reasonably practicable lay out the insurance monies received in the repair rebuilding or re-instatement of the block

3. (i) The Lessor will require every person to whom it shall hereafter Lease any part of the premises comprised in the block to covenant to observe the restrictions set forth in the Third Schedule hereto and to covenant in the terms of the Fifth Schedule hereto and that whilst any of the Studio Solo flats comprised in the building shall not for the time being be let under a Lease in the same terms as this Lease (mutatis mutandis) the Lessor shall be liable to make such payments and observe and perform such obligations as the Lessee would be liable to make observe and perform if such Studio Solo flat were so let

(ii) That (if so required by the Lessee) it will enforce the covenants on the part of the Lessee of any other Studio Solo flat comprised in the building on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and provided such security in respect of costs and expenses as the Lessor may reasonably require

THE SEVENTH SCHEDULE

THE TITLE OF THE LESSOR AND THE LESSEE

1. The Lessor's Title is registered at H. M. Land Registry with Title Absolute Number SF 147781
2. The Block (as defined) of Eight Studio Solo flats in Chaffinch Close off East Cannock Road Cannock Staffordshire erected on the plot of land edged blue on the plan hereto annexed
3. The date of the commencement of the term hereby granted is the Thirtieth day of June One thousand nine hundred and Eighty-one
4. The price is TWELVE THOUSAND THREE HUNDRED AND FIFTY POUNDS (£12,350.00)
5. "the demised premises"

UPPER FLAT

(a) studio solo flat is the flat numbered 5B on the first floor of the building (hereinafter called "the Building") within the block comprising the Studio Solo Flats in the position shown coloured brown on the Plan and includes the interior walls thereof above the level hereinafter referred to in the definition of "common parts" the plaster on the ceiling and on the inside of the external walls ("external walls" in this context and hereafter being deemed to include the whole of the external walls of the studio solo flat and the wall separating it from the first floor landing but excluding the facing on the interior thereof) thereof above such level and the glass in the windows therein

PARKING SPACE

(b) The parking space is that part of the block which is shown edged red and in part hatched black on the Plan

COMMON PARTS

UPPER FLAT

(c) The common parts are those parts of the block which comprise one half part in depth of the structure between the floors of the studio solo flat and the ceilings of the flat below it and (in all cases above the same level)

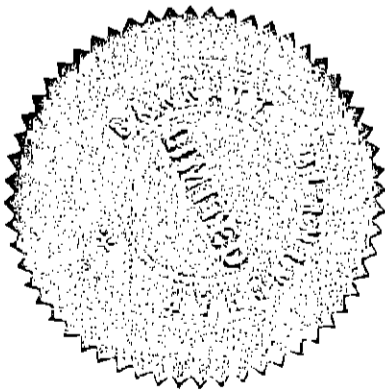
(i) one half part in width of the wall between the studio solo flat and the adjoining upper flat

(ii) the external walls of the studio solo flat and the doors and windows therein

(iii) the part edged red on the first floor landing which is shown shaded with large dots on the Plan including the facing on the walls thereof and

(iv) the whole of the wall (including the facing on the interior thereof) separating such last mentioned part from the exterior of the Building and such part of the window (including glass) therein as is co-extensive therewith TOGETHER WITH (i) (where applicable) that part of the staircase leading from the entrance hall on the ground floor of the Building to the first floor landing thereof which is below the area shaded with large dots and edged red on the Plan and (ii) the roof and the structure thereof above the studio solo flat and the common parts hereinbefore described

THE COMMON SEAL of BARRATT
BIRMINGHAM LIMITED was
hereunto affixed in the
presence of :-



Directors

Secretary

[Handwritten signature]
[Handwritten signature]

DATED 13th November 1981

BARRATT BIRMINGHAM LIMITED

- to -

RR file

P. F. BUCKLEY ESQ.

SF

L E A S E

- of -

176445

Studio Solo Flat Number 5B
Cannock Staffordshire

TERM : 99 years
FROM : 30th June 1981
RENT : £20.00

JGL.PW.PMR.