

These are the notes referred to on the following official copy

Title Number WM943166

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 17 October 2008

WE HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE COPY OF THE ORIGINAL

Kenneth Curtis & Co.

BERON ESTATES LIMITED

-and-

WOODBOURNE HOMES LIMITED



SEQ155

LEASE

- relating to -

Flat 5

**Beechdale
Perry Hill Road
Oldbury
West Midlands**

**Coley & Tilley
Neville House
Waterloo Street
Birmingham
B2 5UF.**

\\urv-sbs1\users\PIERCYN\GENERAL\LEASES\BERON.Beechdale.f5g5.doc

PRESCRIBED LEASE CLAUSES

LR1. Date of Lease	17 October 2008
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	WR9718
LR2.2 Other title number(s)	WR13244
LR3. Parties to this Lease	
Landlord	<u>BERON ESTATES LIMITED</u> (Company No 644464) whose Registered Office is at Pendlemore , 15 The Bury, Pavenham, Bedford MK43 7PX
Tenant	<u>WOODBOURNE HOMES LIMITED</u> (Company No 4302176) whose Registered Office is at 152 George Road, Oldbury, Warley, West Midlands B68 9LW
Other parties – Guarantor	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 prevails	As described in Clause 1 (B) (5)
LR5 Prescribed statements etc	
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	This lease is granted under Section 56 of the Leasehold Reform, Housing and Urban Development Act 1993
LR5.2 This lease is made under, or by reference to, provisions of:-	
LR6. Term for which the Property is leased	From and including the date hereof to and including 24 December 2158
LR7. Premium	SEVEN THOUSAND POUNDS (£7,000)
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 Property, 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 Property	None
LR11. Easements	
LR11.1 Easement granted by this lease for the benefit of the Property	Clause 2 (B)
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	Clause 2 (B)
LR12. Estate rentcharge burdening the Property	None

1. (A) THIS SURRENDER AND LEASE is made on the date specified in Clause LR1 of the Prescribed Lease Clauses set out above B E T W E E N the Lessor (as defined below) of the one part and the Lessee (as defined below) of the other part and is supplemental to the Other Lease as defined below)

(B) IN THIS LEASE: -

(1) "the Lessor" means the company named as the Landlord in Prescribed Lease Clause LR3 above

(2) "the Lessee" means the person named as the Tenant in Prescribed Lease Clause LR3 above

(3) "the Other Lease" means a Lease dated the Twenty-seventh day of April

One thousand nine hundred and Seventy and made between Yarm Investments Limited of the one part and Albert Edward Webb and Edith Gertrude Webb ("the Original Lessee") of the other part by which ALL THOSE premises at Beechdale Perry Hill Road Oldbury West Midlands (more particularly described in clause 1 of the Other Lease and comprising "the Flat" and "the Garage" as defined in the Other Lease) shown edged red (the Flat) and edged blue (the Garage) on the plan annexed thereto (but as to the Flat only including the ground floor thereof) were demised to the original Lessee for a term of 99 years from the twenty-fifth day of December One thousand nine hundred and sixty-nine at an annual rent of TWENTY-FIVE POUNDS (£25) and the leasehold interest created by the Other Lease is now vested in the Lessee

(4) "the Building" (after this) means "the Building" as defined in the Other Lease and "the Estate" means "the Estate" as defined in the Other Lease

(5) "the Premises" means the premises (as to the Flat shown on the plan annexed to the Other Lease and thereon edged red (but including only the ground floor thereof) and as to the Garage edged blue on that plan) more particularly described in clause 1 of the Other Lease TOGETHER WITH any Landlords fixtures and fittings which may be in and about the same but excluding any items excepted and reserved from the demise in the Other Lease

2. (A) In consideration of the demise hereinafter contained the Lessee with full title guarantee HEREBY ASSIGNS AND SURRENDERS unto the Lessor ALL THOSE the premises comprised in the Other Lease to the intent that the term of years granted by the Other Lease may merge and be extinguished in the freehold of the same.

(B) In consideration of the said Surrender the sum specified in Prescribed Lease Clause LR7 above now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) the rent hereby reserved and the covenants on the part of the Lessee hereinafter contained the Lessor demises to the Lessee with full title guarantee the Premises **TOGETHER** with the rights specified in clause 1 of the Other Lease but **EXCEPTING AND RESERVING** to the Lessor the rights specified in clause 1 of the other Lease **TO HOLD** the Premises to the Lessee for the term set out in Prescribed Lease Clause LR6 above **YIELDING AND PAYING** to the Lessor from the commencement date set out in Prescribed Lease Clause LR6 above :-

the yearly rent of one peppercorn (if demanded)

3. Except as to:-

- (1) the term of years granted and
- (2) the rent reserved



this lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Other Lease as if the same were set out in this lease in full with such modifications as are necessary to make the same applicable to the present demise and the parties to this lease and with such modifications as are set out in the First Schedule hereto

4. (1) The Lessee covenants with the Lessor (and with the Lessee of every other flat in the Building so far as covenants contained in Clause 3 of the Other Lease (as modified by the First Schedule of this Lease) are concerned) to observe and perform all the covenants and conditions on the part of the lessee contained in the Other Lease (as modified by the First and Second Schedules hereto)
- (2) The Lessor covenants with the Lessee to observe and perform all the covenants and conditions on its part contained in the Other Lease (as modified by the First Schedule hereto)

5. The Lessor has previously granted or proposes hereafter to grant Leases of the flats (other than the premises hereby demised) forming part of the Building and the Lessor has in every such Lease since 1st September 2003 imposed and intends in every future Lease to impose obligations in the same form as the obligations on the part of the Lessee imposed in this Lease to the intent that any lessee for the time being of any part of the Building shall be able to enforce the observance of the said obligations by the owners and occupiers for the time being of the other flats forming part of the Building

6. The Lessor hereby notifies the Lessee that for the purposes of s48 of the Landlord and Tenant Act 1987, the address at which any notices (including notices in any proceedings) may be served on the Lessor by the Lessee is Fairleigh Cottage 2 Attwood Street Hawne Halesowen West Midlands B63 3UE until the Lessee is notified to the contrary
7. (A) The Lessee shall forthwith apply to the Land Registry to close the existing leasehold title for the Other Lease (title number WR13244) and pay any fees in relation to that application
(B) The Lessor shall forthwith apply to the Land Registry to cancel the Notice of the Other Lease registered against title number WR9718 but the Lessee shall pay any fees in relation to that application
8. THIS Lease is granted under Section 56 of the Act
9. IT is hereby agreed and declared for the purposes of Sections 57(7) and 59(3) of the Act no long lease created immediately or derivatively by way of sub-demise under this Lease shall confer on the sub-tenant as against the Lessor any right under Chapter II of Part I of the Act to require a new lease subject to the provisions of that section and Schedule 14 to the Act
10. THE Lessor reserves the rights given in Section 61 of the Act to determine this Lease on the grounds of redevelopment
11. NO third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party that exists or is available apart from that Act

IN WITNESS whereof this Deed has been executed by the parties hereto the day and year first before written

THE FIRST SCHEDULE

Modifications to the Other Lease provisions

so far as this Lease is concerned.

- (1) The following sub-clauses of clause 2 the Other Lease (or the parts of those sub-clauses specified hereunder) shall be read and construed as if (in place of the wording in the Other Lease) there appeared the replacement wording specified below:-

In sub-clause (10) (lines 15 and 16) in place of the words "two pounds two shillings" the words "twenty-five pounds plus Value Added Tax (or other tax on the supply of services) at the rate then current"



- (2) Clause 2 of the Other Lease shall be deemed to have added to it the additional sub-clauses set out in the Second Schedule to this Lease
- (3) The following sub-clauses of clause 2 of the Other Lease shall be read and construed as if the following wording were added in the places indicated below:-
- in sub-clause (10) (in line 13 after the words "Letters of Administration") the words "or a certified copy thereof"
- (4) The following sub-clause shall be deemed to have been added to clause 6 to the Other Lease: -
- (d) If the Lessee shall at any time during the term object to any item of the Lessor's expenses as being unauthorised or to the insurance mentioned in Clause 4 being insufficient then the matter in dispute shall be determined at the expense of the Lessee by reference to a person to be appointed for the purpose by the President for the time being of The Birmingham Law Society whose decision shall bind both parties
- (5) In Clause 4(2) of the Other Lease :-
- (a) In lines 4 and 5 the words "demised premises" shall be deemed to be replaced by the words "Building including landlord's fixtures and fittings therein"
- (b) In line 8 after the words "dropped therefrom" there shall be deemed to be added the words "riot civil commotion malicious damage and impact public liability or other inevitable accident flood damage caused by bursting and overflowing of water pipes and tanks including any sums by which the premium payable by the Lessor in respect of the Building may hereafter be increased by reason of any increase in the rate of premium in consequence of any improvements or alterations executed upon the demised premises or in consequence of the use of the demised premises and also for insuring the Lessor's fixtures and fittings against the aforesaid risks"
- (6) The following paragraph shall be deemed to have been added to Part I of the Fourth Schedule to the Other Lease: -



8. The cost of enforcing against any tenant of a flat in the Building (including the Lessee) an obligation on the part of the tenant to the Lessor in a Lease of part of the Building to pay service charge and/or carry out repairs

THE SECOND SCHEDULE before referred to
(Tenants Further Covenants)

- (15) Not to demise or underlet the whole or any part but this shall not prevent the Lessee from assigning the whole of the demised premises and the Lessee is permitted to sublet the whole of the demised premises (not part only) on the following conditions:
- (a) Each letting shall be on an Assured Shorthold Tenancy (and if for a fixed term for a term no longer than 12 months)
 - (b) The managing agents of the Lessor ("the agents") (currently Messrs F & L Adams) shall be notified of the full name of each sub-tenant before occupation by that sub-tenant takes place
 - (c) The Lessee must provide the agents with an up-to-date contact telephone number and contact address and notify the agents forthwith of the new contact telephone number and new contact address if the Lessee ceases to be contactable at the then existing contact telephone number and/or contact address
 - (d) The Lessee must notify the agents forthwith of vacation by any sub-tenant
 - (e) Each sub-tenant must be notified of the terms of the Third Schedule of the Other Lease (as varied by and incorporated in this lease)

Permission may be terminated at any time if judgement is obtained in a court against the Lessee or any sub-tenant on the grounds of nuisance or annoyance being caused to the Lessor or neighbours (whether proceedings are brought by the Lessor a neighbour of the Lessee or the Local Authority) or an Anti-Social Behaviour Order is made against the sub-tenant or the sub-tenant is convicted of an offence involving violence or harassment affecting the Lessor or neighbours of the Lessee

- (16) To notify the Lessors promptly of: -

- (a) any defect in the Building or the rest of the Estate which the Lessor ought to put right under the terms of this Lease and
- (c) any notice affecting the Estate or any part of it served on the Lessee or the occupant(s) of the demised premises
- (17) Not to replace the front door of the demised premises except with a door designed to stop the spread of fire for at least one half hour and otherwise complying with fire regulations applying at the date of the replacement and approved by the Lessors (such approval not to be unreasonably withheld in respect of a door complying with the rest of this sub-clause and similar in appearance to other front doors in the Building)
- (18) To pay interest on any of the rents or other sums due under this Lease that are not paid within fourteen days of the date when they were due (whether formally demanded or not) at the rate of 4% per annum above the base lending rate of Lloyds TSB Bank plc (or if that bank shall cease to exist then such other bank as the Lessors shall designate that bank to be a member of the Committee of London and Scottish Bankers so long as that Committee shall exist)



Executed as a Deed by affixing the Common)
Seal of **BERON ESTATES LIMITED**)
in the presence of:-)



Signature of Director

Signature of Secretary