

DATED 4 February

201~~0~~¹ ER

STAFFORDSHIRE COUNTY COUNCIL

to

JOHN PHILLIPS, JOAN SIVITER AND ANDY LOCHEAD

LEASE

in respect
of land at The Green, Church Road, Wombourne
in Staffordshire

Staffordshire County Council,
Law and Democracy,
16 Martin Street,
Stafford,
ST16 2LG

16/08/2010 – 3/ER/EV345A

Fraser Macnamara Solicitors
Certify that this is a True Copy
of the Original Document

Dated 10th day of February 2011

**Land Registry
Prescribed Clauses**

LR1	Date of Lease: ...4...February.....2010 ^{EE}
LR2	Title Number(s)
LR2.1	Landlord's Title Number: SF513346
LR2.2	Other Title Numbers:
LR3	<p>Parties to the Lease:</p> <p>Landlord: Staffordshire County Council of County Buildings, Martin Street, Stafford. ST16 2LG</p> <p>Tenant: John Phillips of Wodehouse, Wombourne, WV5 9BW, Joan Siviter of 32 Cannon Road, Wombourne, WV5 9HR and Andy Lohead of 1 The Granary, High Street, Wombourne, WV5 9DN</p>
LR4	<p>Property:</p> <p>See the definition of the "Premises" which is contained in the Interpretation Table in clause 1.1 (page 8)</p>
LR5	Prescribed Statements etc:
LR5.1	<p>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>Disposition in Favour of Charity:</p> <p>Not Applicable</p> <p>Leases under the Leasehold Reform, Housing and Urban Development Act 1993:</p> <p>Not Applicable</p>
LR5.2	This Lease is made under or by reference to provisions of:

	None
LR6	Term for which the Property is Leased: The term is as follows: 20 years commencing on and including 4 12 / 201 0 ¹ . ER
LR7	Premium: None
LR8	Prohibitions or Restrictions on Disposing of this Lease: This Lease contains a provision that prohibits or restricts dispositions]
LR9	Rights of Acquisition etc None
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	Easements Granted by this Lease for the Benefit of the Property None
LR11.2	Easements granted or reserved by this Lease over the Property for the

	benefit of other property None
LR12	Estate Rentcharge Burdening the Property: None
LR13	Application for Standard Form of Restriction: None
LR14	Declaration of Trust where there is More than one Person Comprising the Tenant: None

THIS LEASE is made the 4 day of February 2011^{ER} BETWEEN STAFFORDSHIRE COUNTY COUNCIL of County Buildings, Martin Street, Stafford, ST16 2LH ("the Landlord") (1) and JOHN PHILLIPS of Wodehouse, Wombourne, WV5 9BW, JOAN SIVITER of 32 Cannon Road, Wombourne, WV5 9HR and ANDY LOCHEAD of 1 The Granary, High Street, Wombourne, WV5 9DN ("the Lessee") (2)

SECTION 1. DEFINITIONS AND INTERPRETATION

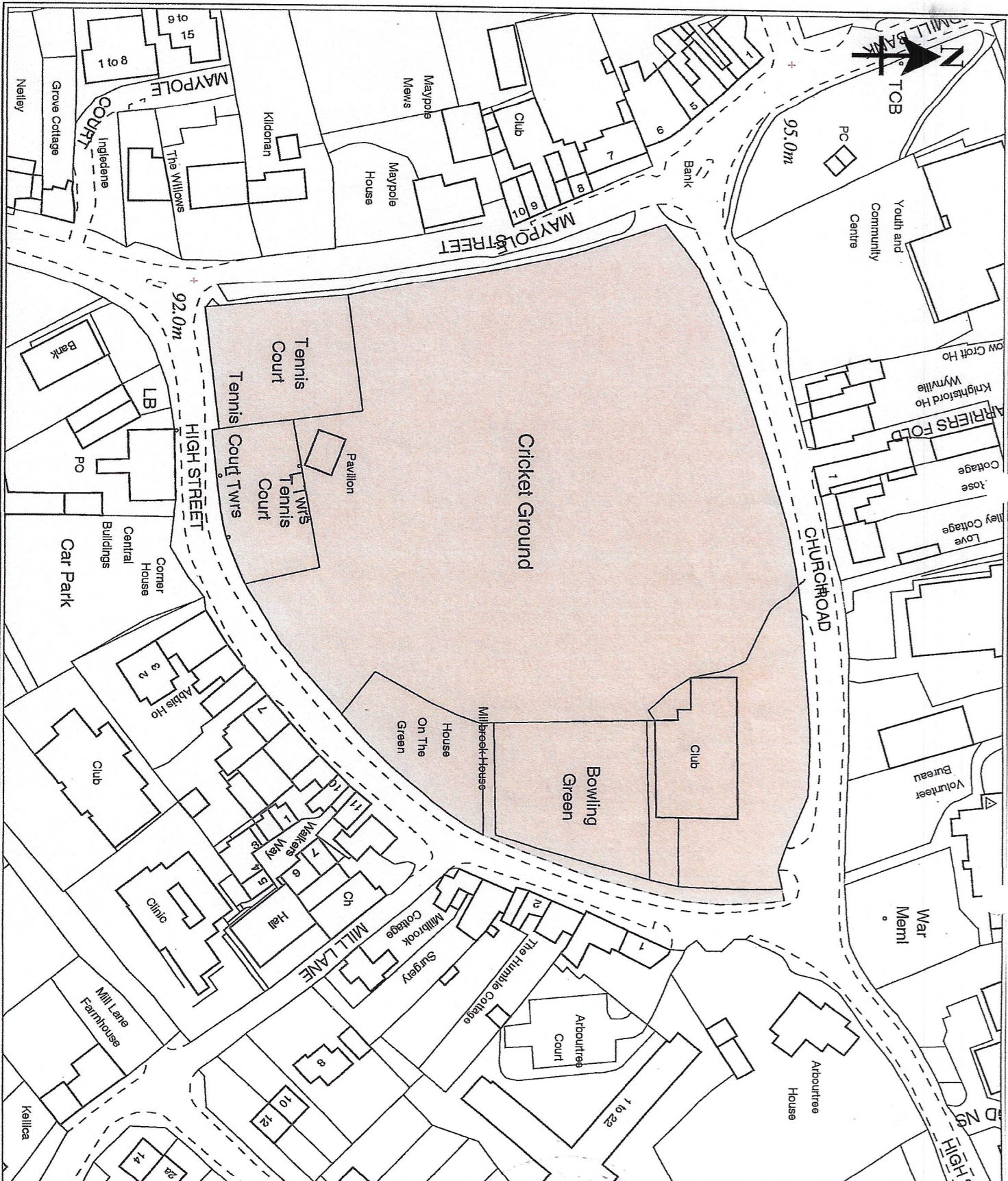
1.1 In this Lease the words and expressions which are stated in the left hand column of the following Interpretation Table shall (in the absence of any contrary indication) be construed in accordance with the definitions which are set out opposite the same in the right hand column of the Interpretation Table (subject to clauses 1.2 to 1.14 below (inclusive)):

INTERPRETATION TABLE	
Word/Phrase	Definition
Commencement Date	the ...4..... day of February, 2011 ^{ER}
Default Notice	any default notice which is served on the Lessee by the Landlord in accordance with clause 8.1
Enactment	an Act of Parliament, statutory instrument, order or byelaw, for the time being in force (subject to clause 1.5)
Insured Risks	loss or damage to the Premises or the Building due to fire, lightning, explosion, aircraft, storm and flood, where the Landlord is responsible for the cost of repairing the damage and any other risks that the Landlord may deem it reasonable or necessary to insure the Premises against from time to time during the Term
Insurance Policy	any insurance policy of the Premises which is effected by the Landlord in accordance with sub-clause 6.3(1)
Insurer	the insurer that is contracted by the landlord via the Insurance Policy to insure the premises against the Insured Risks
Landlord	Staffordshire County Council (subject to clause 1.4)
Lessee	John Phillips of Wodehouse, Wombourne, WV5 9BW, Joan Siviter of 32 Cannon Road, Wombourne, WV5 9HR and Andy Lohead of 1 The Granary, High Street, Wombourne, WV5 9DN (subject to clause 1.4)
Notice	a notice in writing which is served by one of the Parties on the other, in accordance with clause 11.1
Parties	the Landlord and the Lessee
Planning Acts	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning

	(Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any future legislation of a similar nature
Permitted Use	any use of the Premises which is authorised under clause 3.15
Perpetuity Period	the period ending on the date of either the expiry of eighty (80) years from and including the Commencement Date, or the last day of the Term (whichever the soonest)
Plan 1	the location plan which is annexed to this Lease and which is marked "Plan 1"
Premises	the land which is known as The Green, Church Road, Wombourne which is shown coloured pink on Plan 1 (subject however to clause 1.14) and which comprise the whole of the freehold land and premises in respect of which the Landlord is the registered proprietor under Title Number SF513346 with Title Absolute
Quarter Days	25 March, 24 June, 29 September and 25 December in each calendar year
Rent	the annual rent of £1.00 (one pounds sterling) (plus VAT if applicable) and proportionately for any period of less than a year
Surveyor	any firm or company or in-house valuer that is appointed by the Landlord to act as its surveyor from time to time during the Term in relation to the Premises
Subsidiary/ Subsidiaries	as defined by Section 736 of the Companies Act 1985
Term	the period of 20 years from and including the Commencement Date
VAT	Value Added Tax charged in accordance with the Value Added Tax Act 1994 (as amended) or any new tax of a similar nature
working day	the Landlord's usual working days, which shall exclude weekends, statutory bank holidays, any day between Christmas Day and New Years Day (inclusive) and any day immediately before or immediately following the May and August bank holidays each year when the Landlord's offices at County Buildings in Martin Street and Tipping Street, Stafford, are closed
1954 Act	the Landlord and Tenant Act 1954 (as amended)

1.2 Words in this Lease importing the singular include the plural and vice versa and words in this Lease importing the masculine gender include the feminine and the neuter and vice versa and words in this Lease denoting individuals shall be treated as including a body of persons corporate or unincorporated.

1.3 An obligation in this Lease by either of the Parties, not to do something, shall be



 Staffordshire
County Council

Based upon Ordnance Survey material
Crown copyright and database right
2009. All rights reserved.
Ordnance Survey
License Number 100019422



D. Egan

Platonic Signatory
Easting: 387607
Northing: 293060

Scale 1:1250

Date: 18-DEC-2009

Plan Ref: LW

Title:
Wombourne Cricket Grounds
Church Road
Wombourne

101483
101483

construed as including an obligation not to permit it to be done by a third party whether with express or implied authority, or otherwise.

1.4 References in this Lease to "the Landlord" and "the Lessee" shall include their respective successors in title.

1.5 References in this Lease to any Enactment shall also include any re-enactment, consolidation and amendment of the same and also to any regulation, direction, order, or guidance which is made or issued by the relevant authority thereunder.

1.6 Unless the context of this Lease otherwise requires, all obligations in this Lease which are given or undertaken by more than one person in the same capacity, are given or undertaken by them jointly and severally.

1.7 The clause headings and titles do not form part of this Lease and shall not be taken into account in its construction or interpretation.

1.8 References in this Lease to clauses, sections and schedules are references to the clauses, sections and schedules of this Lease only (subject to any contrary indication).

1.9 Words in italics in this Lease (if any) are for explanatory purposes only.

1.10 Any requirement in this Lease for the Landlord to give its consent or Lease means the Lease or consent must be given in writing (subject to any contrary provision) by an officer of the Landlord who has the necessary delegated authority.

1.11 Time shall not be of the essence unless otherwise stated in this Lease.

1.12 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words, or be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.13 For the purposes of this Lease, references to the "Estate" shall be deemed to exclude the Premises.

SECTION 2. THE DEMISE

2.1 The Landlord **LETS** and the Lessee takes the Premises **TOGETHER WITH** the Granted Rights but **EXCEPT AND RESERVING** to the Landlord the Reserved Rights, for the Term **YIELDING ANY PAYING** (firstly) the Rent and (secondly) the Additional Rent **SUBJECT TO** and with the benefit of (as applicable) the various matters which are contained in or referred to in [the registers of Title Number SF513346 in so far as the same are still subsisting and capable of taking effect and are applicable to the Property.

SECTION 3. THE LESSEE'S OBLIGATIONS

3. The Lessee covenants with the Landlord to diligently comply with the obligations in the succeeding clauses of this section throughout the Term.

3.1 To pay the Rent to the Landlord on demand.

Insurance of the Premises and the Additional Rent

3.2 To insure and keep insured the clubhouse and any other structures on the Premises against damage or destruction in the full insurable value thereof (and if required by the Landlord in the joint names of the Landlord and the Lessee) in some insurance office first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and to pay all premiums for such insurance within seven (7) days after the same shall become due and payable and if called upon by the Landlord to produce to the Landlord the policy or policies and the receipts for all premiums so paid and in case of damage or destruction to use all monies received by virtue of any such insurance to be forthwith laid out in reinstating the said clubhouse and any other structure on the premises and to make up any deficiency out of the Lessee's own monies, provided that if the Lessee shall at any time during the Term fail to keep such insurance on foot the Landlord may do all things necessary to effect and maintain such insurance and any monies expended by the Landlord for that purpose shall be reimbursed by the Lessee on demand (within ten (10) working days of the demand being made) as Additional Rent

3.3 NOT USED

3.4 To, at its own expense, implement and maintain public liability insurance with a reputable insurer in a minimum sum of five million pounds (£5,000,000) per claim in relation to any legal liability for which the Provider may become responsible pursuant to the performance (or defective performance) of its obligations under this Lease.

3.5 to 3.7 NOT USED

Outgoings

3.8 To:

(1) pay, discharge and indemnify the Landlord (subject to clause 3.9) from and against all general and water rates, taxes, duties, charges, assessments, impositions and outgoings associated with the Lessee's use and occupation of the premises whatsoever, whether parliamentary, parochial, local (or of an entirely novel nature) or of any other description, which are now or may at any time hereafter be taxed charged or imposed upon or payable in respect of either, the Premises, or on the owner or occupier of the Premises;

(2) if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Lessee in respect of the Premises in relation to any period of time before the end of