

LEASE FOR 21 YEARS FROM 25 MARCH 1906 (Ref: BW 220/83)

Dated 19 June 1906: the Staffordshire & Worcestershire Canal Company to Messers A.Boulton & Co. Lease of Offices, Wharf and land situate in Stafford. Term 21 years determinable. Rent £60-0-0.

THIS INDENTURE made the nineteenth day of June One thousand nine hundred and six BETWEEN THE STAFFORDSHIRE AND WORCESTERSHIRE CANAL COMPANY (hereinafter called the Lessors) of the one part and ADAM BOULTON trading as A.Boulton & Co at Stafford Coal Merchant (hereinafter called the Lessee) of the other part WITNESSETH that in consideration of the rents hereinafter reserved and of the Lessee's covenants hereinafter contained the Lessors hereby demise unto the Lessee FIRST ALL THAT Office situate in and fronting to Bridge Street in Stafford And also the piece of Wharf land near thereto and which Office and land are delineated on the plan drawn on these presents and thereon coloured pink and striped black and SECONDLY ALL those pieces of Wharf land with the stable and sheds thereon delineated on the said plan and thereon coloured pink TO HOLD the same unto the Lessees for the term of twenty one years to be computed from the twenty fifth day of March last and determinable as hereinafter mentioned EXCEPT AND RESERVED to the Lessors all telephone and telegraph posts and wires on or over the demised premises and all rents or acknowledgements paid for the same with power to the Lessors or others authorised by them to enter on the demised premises to alter remove or repair the said posts and wires YIELDING and PAYING during the said term for the premises first described the annual rent of Fifteen pounds and for the premises secondly described the annual rent of Forty five pounds the said rents to be paid by four equal quarterly payments on the twenty fifth day of March the twenty fourth day of June the twenty ninth day of September and the twenty fifth day December in every year the first quarterly payment thereof to be made on the twenty ninth day of September next AND the Lessees hereby covenant with the Lessors in manner following (that is to say) That the Lessees will pay the rent hereby reserved at the times and in manner aforesaid and will also pay and discharge all rates taxes and assessments whatsoever which now are or during the said term shall be imposed or charged on or payable in respect of the said premises (except Landlords Property Tax) AND ALSO will at all times during the said term keep the inside parts of the premises in good and tenantable repair (except the wooden sheds and stabling as to which there is no obligation on either party to repair) And in particular will paint with two coats at least of good oil colour and in proper and workmanlike manner such parts of the inside of the premises as have been usually painted whenever necessary for this purpose AND at the same time will paper whitewash and colour such parts of the inside of the premises as are usually papered whitewashed and oil coloured and the same premises in such good and tenantable repair deliver up to the Lessors at the expiration or sooner determination of the said term AND ALSO will permit the Lessors or their Agent with or without Workmen and others at convenient hours in the day time to enter into and upon the premises and examine the state and condition thereof AND ALSO will not assign or underlet the said demised premises or any part thereof without the consent in writing of the Lessors first had and obtained such consent not being unreasonably withheld And will during the term hereby granted provide all necessary Wharfage accommodation for all traffic which the Public are

legally entitled to carry to or out of Stafford on the River Sow (except Coal and Slack) on payment of Wharfage at the rate of three half pence for each ton with a minimum payment of two shillings and six pence for each boat load PROVIDED ALWAYS that if the said yearly rents or any part thereof shall be in arrear for the space of thirty days next after any of the days whereon the same ought to be paid as aforesaid and payment of which shall have been (legally) demanded, or if there shall be any breach or nonobservance of any of the Lessees covenants hereinbefore contained then and in any of the said cases it shall be lawful for the Lessors at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate AND the Lessors hereby covenant with the Lessees that they will during the said term keep the water way open and navigable except in times of frost or drought and during necessary repairs and cleansing and will during the said term keep in good and substantial repair and condition the outside parts of the premises hereby demised (except as aforesaid) And particularly will paint such parts thereof as are usually painted whenever necessary And that the Lessees paying the rents hereby reserved and observing and performing the covenants hereinbefore contained and on their part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demised during the said term without any lawful interruption from or by the Lessors or any person rightfully claiming from or under them AND IT IS HEREBY AGREED and DECLARED that it shall be lawful for the Lessees at the end or sooner determination of the term hereby granted to remove any weighing machines weighhouse and all other trade fixtures that may be erected by them on the said premises hereinbefore secondly demised during the said term making good any damage done by such removal PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in case Lord Stafford under whom the Lessors hold the premises hereby demised under an Indenture of Lease dated the twenty third day of March last shall in accordance with the provisions of the said Lease at any time during the term hereby granted give notice in writing to the Lessors of his intention to resume possession of the Office and Wharf coloured pink and striped black on the said plan or any part thereof and the Lessors shall give to the Lessees three months notice in writing to expire at one of the usual quarter days of their intention to determine the demise hereby granted of the premises comprised in such notice from Lord Stafford the said term shall thereupon cease and determine as to such premises at the expiration of such three months notice PROVIDED FURTHER that this demise is subject to and with the benefit of the provisions contained in the said Lease with respect (1) to the diversion of the occupation road on the said premises in case of such resumption of possession by Lord Stafford as aforesaid and (2) to the provisions therein contained with respect to the Conveyance of Coal Lime and other traffic by Lord Stafford and his tenants or other persons with his licence or permission (he or they paying the tonnage dues imposed or to be imposed as other persons are liable to do) PROVIDED ALSO that if the Lessees shall be desirous of determining this Lease at the end of the first seven or fourteen years of the said term and of such desire shall give to the Lessors six calendar months previous notice in writing then and in such case at the end of such seven or fourteen years as the case may be the term hereby granted shall cease but subject to the rights and remedies of the Lessors for or in respect of any rent in arrear or any breach of any of the Lessees covenants IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered by the said Adam Boulton in the presence of (Thomas Boulton, Central Chambers, Shrewsbury, Manager.)

[Checked: David Jones, Norman Cooper, Bob Bowden: 07/03/1998]