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Gulken
Gulken,
16/17, Street,
Malden ME15 6XT

Dated 14 January 2013

UNDERLEASE

relating to

**The Kings Hill Centre
Kings Hill
West Malling
Kent**

LIBERTY PROPERTY TRUST UK LIMITED

and

KINGS HILL PARISH COUNCIL

and

KINGS HILL ESTATE MANAGEMENT COMPANY LIMITED

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LR1. Date of lease	14 January 2013
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>Title number(s) out of which this lease is granted. Leave blank if not registered.</p> <p>LR2.2 Other title numbers</p> <p>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p> <p>None</p>
<p>LR3. Parties to this lease</p> <p>Give full names, address and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</p>	<p>Landlord</p> <p>LIBERTY PROPERTY TRUST UK LIMITED (Company Registration Number 05340012) whose registered office is at 11 Tower View, Kings Hill, West Malling, Kent ME19 4RL</p> <p>Tenant</p> <p>KINGS HILL PARISH COUNCIL whose address is 70 Gibson Drive, Kings Hill, West Malling, Kent ME19 4LG</p> <p>Other parties</p> <p>Management Company</p> <p>KINGS HILL ESTATE MANAGEMENT COMPANY LIMITED (company registration number 2735600) whose registered office is at 11 Tower View Kings Hill West Malling Kent ME19 4RL (Management Company)</p> <p>Guarantor</p> <p>None</p> <p>Specify capacity of each party, for example "management company", "guarantor", etc.</p>

<p>LR4. Property</p> <p><i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Clause 1 and schedule 1.</p>
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>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.</p> <p>None.</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None.</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including 14 January 2013</p> <p>To and including 12 December 2126.</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None.</p>

<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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</p> <p>None.</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None.</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None.</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None.</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Clause 3 and schedule 2.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Clause 3 and schedule 3.</p>

<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</i></p>	<p>None.</p>
<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>None.</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>None.</p>

DEFINITIONS

In this lease the following expressions have the respective specified meanings (subject to any particular interpretation required by clause 2):-

"Account Date" means 31st December in every year of the Term or such other date as the Landlord may from time to time nominate

"Advance Sum" means the Advance Sum (as that expression is defined in the Estate Agreement) in respect of the Premises

"Assets" means all assets of the Tenant which are for the time being vested in the Tenant and/or the Management Committee and/or any other holding/custodian trustees

"Building Specification" means the specification annexed at Appendix B, which relates to the extent of the Premises before the building was extended by the Tenant

"Curtilage" means that part of the Site (including car parking areas and landscaped areas) not covered by buildings

"Deed of Trust" means the Deed of Trust dated 16 September 2002 made by the Tenant as subsequently amended from time to time in accordance with its provisions

"Development" has the meaning ascribed to that expression by Planning Law

"Enactment" means every existing and/or future Act of Parliament directive and regulation and all subordinate legislation whatsoever deriving validity therefrom

"Estate Agreement" means an Agreement relating to the estate management of Kings Hill dated 1st March 1993 and made between Rouse Kent Limited (1) and the Management Company (2)

"Estate Charges" means the Estate Charges (as that expression is defined in the Estate Agreement) in respect of the Premises

"Head Lease" means the lease dated 14 January 2012 under which the Landlord holds the Premises and made between Kent County Council (1) and the Landlord (2) and **"Superior Landlord"** means the person for the time being entitled to the reversion immediately expectant on the term granted by the Head Lease and every other person having an interest in reversion to that term

"holding/custodian trustees" means the Tenant and any other holding/custodian trustee(s) from time to time appointed by the Tenant in accordance with the Deed of Trust in relation to the holding of title to this lease

"Insurance Cost" means the aggregate of the amount which the Landlord may expend annually:-

- (a) in insuring against the occurrence of the Insured Risks in relation to the Premises in such sum as in the Landlord's reasonable opinion represents its then full current replacement cost with such allowance as the Landlord from time to time reasonably considers appropriate in respect of related liabilities and expenses (including without limitation fees for submitting a planning application and sums in respect of architects' engineers' and quantity surveyors' and other professional fees debris removal and all VAT) and

- (b) in effecting and maintaining any insurance relating to the property owners' liability and the employer's liability of the Landlord in relation to the Premises and anything done therein and
- (c) in professional fees relating to insurance including fees for insurance valuations carried out at reasonable intervals

"Insurance Rent" means the aggregate of:-

- (a) the Insurance Cost
- (b) the cost of insuring against 3 years' loss of the rents first secondly thirdly and fifthly hereinafter reserved and VAT thereon and
- (c) (without prejudice to all other provisions of this lease relating to the use of the Premises and the vitiation of any policy of insurance) any amount which the Landlord may expend in paying all additional premiums and loadings on any policy or policies of insurance required to be paid as a result of anything done or omitted by the Tenant and
- (d) an amount equivalent to the total of all excess sums which the insurers are not liable to pay out on any insurance claim in respect of the Premises and
- (e) any insurance premium tax

"Insured Risks" means loss damage or destruction whether total or partial caused by fire and such other risks which the Landlord may from time to time in its absolute discretion deem it desirable to insure against subject to such exclusions and limitations as are from time to time imposed by the insurers and subject also to the exclusion of such risks as the Landlord may in its reasonable discretion decide where insurance cover in respect of the risk in question is not for the time being available in the London insurance market on reasonable terms and at reasonable rates

"Interim Sum" means the yearly sum assessed or caused to be assessed by the Landlord as an estimate of and on account of the Service Rent

"LPTUK" means Liberty Property Trust UK Limited or whoever shall for the time being be entitled to enforce the covenants on the part of the Management Company in the Estate Agreement

"Management Committee" means the management committee of the Tenant or the persons from time to time having the general control and management of the administration of the trusts declared by the Deed of Trust

"Management Company" means Kings Hill Estate Management Company Limited (Co. Regn. No. 2735600) whose registered office is at 11 Tower View Kings Hill West Malling Kent ME19 4RL

"Permitted Part" means the part of the Premises as shown edged in red on Plan 1 being the pre-school and outside play area

"Permitted Use" means use as a community hall and ancillary offices and as ancillary to that, the Permitted Part may be used as a charitable or not-for-profit pre-school facility

"Planning Law" means every Enactment for the time being in force relating to the use development and occupation of land and buildings and every planning permission statutory consent and agreement made under any Enactment relating to the Building

"Plan(s) 1, 2 etc" means the plans annexed at Appendix A

"Premises" means the premises described in schedule 1

"Public Authority" means any Secretary of State and any government department public local regulatory fire or any other authority or institution having functions which extend to the Premises or their use and occupation and any court of law and the companies or authorities responsible for the supply of water gas and electricity or any of them and any of their duly authorised officers

"Reinstatement Schedule" means the schedule annexed at Appendix C

"Services" means

- (i) the provision operation and carrying out by the Landlord of such services which (in the context of the parties' intention that the Premises are to be used as a community hall) are in the reasonable opinion of the Landlord appropriate for the maintenance, repair rebuilding renewal upkeep redecoration and the necessary replacement of the structural parts of the Premises including all external doors windows and glass in the windows but excluding anything that is the Tenant's responsibility under this lease
- (ii) keeping the Curtilage properly cleansed treated maintained repaired renewed and adequately lit and the provision and maintenance of any architectural or ornamental features or murals or any plants shrubs trees or garden area in the Curtilage
- (iii) refuse collection
- (iv) cleaning the exterior of the windows

"Service Cost" means in respect of any Service Period all expenditure incurred by the Landlord in providing all or any of the Services including the cost of employing managing agents and employing and providing accommodation to staff and caretakers

"Service Media" means any existing or future conducting media for the passage of substances or energy and any ancillary substances attached to them and any enclosures for them forming part of the Premises

"Service Period" means a period of 12 months expiring on an Account Date (or any period of less than 12 months at the beginning and end of the Term)

"Service Rent" means the Service Cost

"Site" means the area shown edged red on Plan 2

"Stipulated Rate" means 4% per annum above the base rate of such bank as the Landlord may from time to time nominate or such other comparable rate of interest as the Landlord reasonably require (such interest to be calculated on a daily basis and compounded with quarterly rates on the usual quarter days)

"Tenant's Obligations" means all obligations of the Tenant and the members of the Management Committee under any covenant or any other term of this lease and all implied obligations of the Tenant and of the members of the Management Committee under this lease

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

2 INTERPRETATION

2.1 A covenant by the Tenant not to do (or omit) any act or thing also operates as a covenant not to permit or suffer it to be done (or omitted) and to prevent (or as the case may be to require) it being done

2.2 References in this lease to:-

2.2.1 any clause or schedule is a reference to the relevant clause or schedule of this lease and clause and schedule headings shall not affect the construction of this lease

2.2.2 any consent licence or approval of the Landlord or words to similar effect mean a consent licence or other approval in writing signed by or on behalf of the Landlord and given before the act requiring consent licence or approval

2.2.3 the Premises shall be construed as extending where the context permits to any part of the Premises

2.2.4 a specific Enactment includes every statutory modification consolidation and re-enactment and statutory extension of it for the time being in force

2.2.5 the last year of the Term includes the final year of the Term if it shall determine otherwise than by effluxion of time and references to the expiry of the Term include such other determination

2.2.6 where the context permits rents or other sums being due from the Tenant to the Landlord mean that they are exclusive of any VAT

2.3

2.3.1 References to any right of (or covenant to permit) the Landlord to enter the Premises shall extend to the Superior Landlord and to all persons authorised by it or them

2.3.2 The rights excepted and reserved in schedule 3 are also excepted and reserved for the benefit of the Superior Landlord

2.4 Words and expressions defined in the Estate Agreement have the same meanings in this lease unless they are separately defined in this lease

2.5 The Tenant declares themselves Holding/Custodian Trustees and will accordingly hold the Premises on the trusts declared by the Deed of Trust

2.6 The Tenant enters into this lease as the agents of and attorney for the Management Committee and accordingly:

- 2.6.1 any enforceable covenant agreement or condition contained in this lease shall be enforceable by or against the Management Committee as if the Premises were vested in them; and
- 2.6.2 any reference to the Tenant shall where appropriate include also reference to the Management Committee

3 DEMISE AND RENTS

The Landlord **DEMISES** unto the Tenant **ALL THAT** the Premises **TOGETHER WITH** the easements and rights specified in schedule 2 exercisable in common with the Landlord and all others authorised by it **EXCEPT** and **RESERVED** unto the Landlord and all other persons authorised by it from time to time during the Term or otherwise from time to time entitled thereto the easements and rights specified in schedule 3

TO HOLD the Premises unto the Tenant (together with and except and reserved as aforesaid) for the Term **SUBJECT** to all rights easements covenants stipulations and other matters affecting the same

YIELDING AND PAYING therefor:

FIRST yearly and proportionately for any part of a year a peppercorn (if demanded);

SECONDLY as additional rent for every Accounting Period during the Term and proportionately for any part of an Accounting Period the Estate Charges and all Advance Sum instalments on account of them payable in accordance with the second schedule to the Estate Agreement

THIRDLY as additional rent yearly and proportionately for any Service Period the Service Rent in accordance with the provisions of clause 8 including the Interim Sum on account by equal quarterly payments to be made in advance on the usual quarter days in every year the first such payment or a proportionate part of it to be made on the date hereof

FOURTHLY as additional rent from time to time the Insurance Rent payable on demand

AND FIFTHLY as additional rent all VAT for which the Landlord is or may become liable to account to HM Revenue & Customs (or other relevant body to whom account has for the time being to be made) on the supply by the Landlord to the Tenant under or in connection with the provisions of this lease of the interest created by it and of any other supplies whether of goods or services such rent fifthly reserved to be due for payment contemporaneously with the other rents or sums to which it relates

4 TENANT'S COVENANTS

The Tenant covenants with the Landlord and separately with the Management Company throughout the Term:

4.1 Rent

To pay the rents reserved by this lease on the days and in the manner set out in clause 3 without deduction or set off

4.2 VAT

Wherever the Tenant is required to pay any amount to the Landlord hereunder by way of reimbursement or indemnity to pay to the Landlord in addition (save where taken into account in the Service Cost) an amount equivalent to any VAT incurred by the Landlord save to the extent that the Landlord obtains credit for such VAT incurred by the Landlord pursuant to Sections 24 25 and 26 Value Added Tax Act 1994 or any regulations made thereunder

4.3 Outgoings

4.3.1 To pay all existing and future rates taxes charges and other outgoings whatsoever in respect of the Premises or upon their owner or occupier (and a proper proportion determined by the Landlord attributable to the Premises of any rates taxes charges and other outgoings now or hereafter assessed charged or imposed upon the Premises in common with other premises or upon the owners or occupiers thereof

4.3.2 To pay all charges for water gas and electricity (including meter rents) consumed in the Premises during the Term

4.4 Compliance with Enactments

To comply with the requirements of all Enactments and of every Public Authority (including the due and proper execution of any works) in respect of the Premises their use occupation employment of personnel in them and any work being carried out to them (whether the requirements are imposed upon the owner lessee or occupier) and not to do or omit anything by which the Landlord may become liable to make any payment or do anything under any Enactment or requirement of a Public Authority

4.5 Notices

Forthwith to give to the Landlord notice of (and a certified copy of) any notice permission direction requisition order or proposal made by any Public Authority and without delay to comply in all respects at the Tenant's cost with the provisions thereof

4.6 Repair

To keep the interior non-structural parts of the Premises in good and substantial repair and condition and without prejudice to the generality of the foregoing to comply with the requirements of the Landlord's operations and maintenance manuals in relation to all plant and machinery exclusively serving the Premises (damage by any of the Insured Risks excepted to the extent that the insurance money shall not have been rendered irrecoverable or insufficient because of some act or default of the Tenant or of any person deriving title under or through it or their respective servants agents or invitees)

4.7 Decoration and general condition and servicing

4.7.1 To keep the interior of the Premises maintained to a high standard of decorative order and finish and properly cleansed and tidy and (without prejudice to the foregoing) as often as the same shall be necessary to

redecorate and otherwise treat the Premises with appropriate materials in a good and workmanlike manner

4.7.2 To clean the inside of all external window glazing in the Premises at least once in every month

4.7.3 Not to obstruct or cover the external windows in the Premises nor to hang any curtains blinds shutters or other window coverings other than any approved by the Landlord in its absolute discretion having regard to its requirement to maintain a consistent visual effect of the elevations to the Premises

4.7.4 To enter into and maintain contracts for the regular inspection maintenance and servicing of all fixed plant and equipment comprised in the Premises and/or exclusively serving the same by reputable contractors and to obtain satisfactory test certificates as may reasonably be required by the insurers and whenever reasonably required to produce copies of such contracts and certificates

4.8 Refuse

4.8.1 Not to deposit any refuse or place or store any article on any of the Curtilage

4.8.2 To store and dispose of all refuse in a manner approved by the Landlord and in receptacles approved by the Landlord PROVIDED THAT if the Tenant shall fail to comply with any or all of its obligations under this clause 4.8 the Landlord shall be entitled (but without being obliged to do so) to remove and dispose or arrange for the removal and disposal of any rubbish waste goods and materials deposited or stored in breach of this clause 4.8 and the costs so incurred by the Landlord shall be paid by the Tenant on demand together with interest thereon at the Stipulated Rate as well after as before judgement and be forthwith recoverable by action

4.9 To permit entry

To permit the Landlord at reasonable times on reasonable prior notice (except in an emergency) to enter the Premises in order to:-

4.9.1 examine their state of repair

4.9.2 ascertain that the covenants and conditions of this lease have been observed

4.9.3 take any measurement or valuation of the Premises

4.9.4 renew cleanse alter test maintain repair inspect and make connections to the Service Media

4.9.5 to show the Premises to prospective purchasers of the Premises or (during the last 6 months before the expiry of the Term) tenants and their agents

4.9.6 give effect to any other necessary or reasonable purpose

4.9.7 exercise the rights described in schedule 3

PROVIDED ALWAYS THAT the Landlord shall not exercise any right to enter to carry out work on the Premises for the purposes described in clauses 4.9.4 or 4.9.6 (save where in order to comply with any obligation to the Tenant and without prejudice to any rights of entry for any other purpose) so as to interfere to a substantial extent or for a substantial time with the use of the Premises for the purpose of the business carried on by the Tenant

4.10 Compliance with notices relating to repair or condition

4.10.1 To comply with any notice requiring the Tenant to remedy any breach of its covenants

4.10.2 If the Tenant shall not within a reasonable time comply with any such notice to permit the Landlord and any authorised person to enter the Premises to remedy the breach as the Tenant's agent and at the Tenant's cost

4.10.3 To pay to the Landlord on demand all the costs and expenses incurred by the Landlord under the provisions of this clause 4.10

4.11 Encroachments

4.11.1 To preserve all rights of light and other easements belonging to the Premises and not to give any acknowledgement that they are enjoyed by consent

4.11.2 Not to do or omit anything which might subject the Premises to the creation of any new easement and to give notice to the Landlord forthwith of any encroachment which might have that effect

4.12 Alterations and reinstatement

4.12.1 Not to carry out any Development of or on the Premises nor any works affecting any structural parts of the Premises or any elevations thereof whether structural or otherwise and without prejudice to the generality of the foregoing not to carry out any works to or drill into any window frames doors or door frames or walls

4.12.2 Without prejudice to clause 4.12.1 and subject to the provisos to this clause 4.12.2 not to make any other alteration or addition to the Premises (including all electrical and other plant and equipment) except:-

4.12.2.1 in accordance with plans and specifications (adequately describing the work in question and the manner in which the work will be carried out) previously submitted at the Tenant's expense in triplicate to and approved by the Landlord (such approval not to be unreasonably withheld)

4.12.2.2 in a manner which shall not impair any Service Media or the provision of any of the Services

4.12.2.3 in accordance with any relevant terms conditions recommendations and regulations of any Public Authority and the insurance company with whom the Premises are for the time being insured and

4.12.2.4 in a good and workmanlike manner

PROVIDED ALWAYS THAT:-

(1) no such alterations or additions shall be carried out until the Landlord has issued its consent in writing to which the Tenant shall if required join as a party in order to give such covenants as the Landlord may reasonably require (such consent subject to compliance with the other conditions of this clause 4.12 not to be unreasonably withheld or delayed)

(2) any approved alteration or addition affecting the Service Media or the provision of any of the Services shall if the Landlord so requires be carried out by a contractor nominated by the Landlord

4.12.3 To comply with the obligations imposed on the Tenant by the Construction (Design and Management) Regulations 2007 and to procure compliance by any designer or contractor employed by the Tenant in connection with any alteration or addition to the Premises with their obligations under such regulations

4.12.4 Without prejudice to the generality of clause 4.12.3 to procure that information relating to any alterations or additions to the Premises is incorporated into the health and safety plan and health and safety file maintained for the Premises in accordance with the Construction (Design and Management) Regulations 2007 Regulations

4.13 Use

4.13.1 Not to use the Premises or any chattels in them:-

4.13.1.1 for any purpose (and not to do anything in or to the Premises) which may be or become or cause a nuisance disturbance annoyance obstruction or damage to any person or property

4.13.1.2 except for the Permitted Use

4.13.2 To promote the use and enjoyment of the Premises as a village hall providing community facilities for the benefit of the public at large as set out in the Deed of Trust

4.13.3 Not to use any part of the Premises (other than the Permitted Part) as a pre-school

4.14 Signs

Save as hereinafter permitted not to affix or exhibit so as to be visible from outside the Premises any placard sign notice fascia board or advertisement

4.15 Alienation

4.15.1 Subject as provided below not to assign underlet mortgage charge hold on trust for another or in any other manner part with possession of the whole or any part of the Premises or agree to do so Provided that:

4.15.1.1 if the Tenant ceases to be a holding trustee under the Deed of Trust it may assign this lease to any person or persons appointed by the Tenant to be a holding trustee and notice of such an assignment and a certified copy of the relevant assignment must be given to the Landlord within 21 days;

4.15.1.2 without prejudice to the provisions of clause 4.16 the Tenant is permitted to provide to third parties facilities for the use of any part of the Premises (whether by way of hire occupational licence or otherwise) for purposes consistent with the use of the Premises permitted under this lease provided that no relationship of landlord and tenant is thereby created;

4.15.1.3 the Tenant may underlet the whole of the Permitted Part to a pre-school operator which is a charity or a not for profit organisation if it first complies with the conditions described in sub-clauses 4.15.2 – 4.15.6

4.15.2 Not to underlet the whole of the Permitted Part except:

4.15.2.1 to a person who before the underletting shall have given to the Landlord a covenant to observe and perform the Tenant's obligations under this lease to the extent they relate to the Permitted Part (other than the payment of rents) and a covenant not to assign the whole or part of the Permitted Part or to underlet or otherwise part with possession or share the occupation of the Permitted Part or any part of it;

4.15.2.2 by a form of underlease (which does not express the rents or any rent review or other sum to be payable or otherwise assessed simply by reference to a percentage or proportion of the rent or of any other sum payable under this lease but which requires them to be payable and assessed in accordance with the same principles as are required by this lease) to be approved by the Landlord such approval not to be unreasonably withheld or delayed if the other provisions of this paragraph are observed;

4.15.2.3 on a basis requiring the underlessee to observe and perform all the covenants and other provisions binding on the Tenant under this lease (other than the covenant by the Tenant to pay rents) to the extent they relate to the Permitted Part; and providing for:

- (i) a condition for re-entry by the underlessor on breach of any covenant by the underlessee;
- (ii) an absolute covenant not to assign the whole of the Permitted Part and an absolute covenant not to assign

part of the Permitted Part or to underlet or otherwise part with possession or share the occupation of the Permitted Part or any part of them;

4.15.3 containing this provision:

4.15.3.1 "The parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to this underlease.

4.15.3.2 The parties acknowledge that:

(i) on *•[date]* the Landlord served on the Tenant a notice a copy of which is attached [appendix A Regulatory Reform (Business Tenancies) (England and Wales) Order 2003]; and

on *•[date]* the Tenant signed the [statutory] declaration a copy of which is attached [appendix B or C Regulatory Reform (Business Tenancies) (England and Wales) Order 2003].";

4.15.4

4.15.4.1 not to include in the sub-demise any structural or load bearing parts of the Premises or their entrance or reception areas;

4.15.4.2 to except from the underlease all necessary circulation areas and plant and equipment which will serve the Premises in common and to reserve a separate service charge rent in respect of their maintenance repair and renewal;

4.15.4.3 with the Landlord's consent issued within three months before completion of the underletting which consent (subject to compliance with the foregoing conditions precedent) shall not be unreasonably withheld

4.15.5 Not to grant or agree to grant the underlease without providing for the exclusion of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 in relation to the underlease

4.15.6 To enforce the observance and performance by every such underlessee and its successors in title of the provisions of the underlease and not expressly or impliedly to waive any breach of them nor vary the terms of any underlease nor (without the Landlord's consent which shall not be unreasonably withheld) accept any surrender of any underlease

4.16 Sharing Occupation

Subject to the provisions of clauses 4.15.1.3 and 4.15.2 not to otherwise part with or share the occupation of the Premises or any part of them

4.17 Payment of cost of notices consents etc.

To pay on demand all expenses (including counsel's solicitors' surveyors' and bailiff's fees) incurred by the Landlord in and incidental to:

- 4.17.1 the preparation and service of a notice under Section 146 Law of Property Act 1925 or in contemplation of any proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court and
- 4.17.2 every step taken during or after the expiry of the Term in connection with the enforcement of the Tenant's obligations under this lease including the service or proposed service of all notices and schedules of dilapidations; and
- 4.17.3 every application for consent licence or approval under this lease even if the application is withdrawn or properly refused

4.18 Machinery

No plant or machinery shall be installed or operated in the Premises and nothing shall be done or omitted in them which may cause:-

- 4.18.1 the efficiency of the heating ventilation air conditioning and cooling system installed in the Premises to be diminished or impaired in any way; or
- 4.18.2 noise dust fumes smell vibration or electrical interference affecting or having any other intrusive effect on any other adjoining property or persons outside the Premises

4.19 Obstruction/overloading

Not to obstruct:-

- 4.19.1 or damage any part of the Premises or exercise any of the rights granted by this lease in a way which causes nuisance damage or annoyance
- 4.19.2 any means of escape
- 4.19.3 or discharge any deleterious matter into
 - 4.19.3.1 any pipe drain or other conduit serving the Premises and (to the extent they lie within the Premises) to keep them clear and functioning properly or
 - 4.19.3.2 any Service Media

nor to overload or cause undue strain to the Service Media or any other part of the Premises and in particular not to suspend any undue weight from the ceilings or walls of the Premises

4.20 Parking/goods delivery

- 4.20.1 To ensure that all loading unloading deliveries and despatch of goods is carried out only by using the service accesses and car park designated by the Landlord for the use of the Premises
- 4.20.2 In relation to the use of the car parking spaces within the Curtilage:
- 4.20.2.1 not to use the parking spaces for any purpose other than the parking of one private motor car in each space
 - 4.20.2.2 not to carry out any repairs or maintenance works (except minor repairs in cases of emergency) to vehicles
 - 4.20.2.3 to keep the spaces in a clean and tidy condition and free from oil waste and any other deleterious matter
 - 4.20.2.4 not to store any petrol or oil in any vehicle (other than in its petrol or oil tank) or on the car parking spaces
 - 4.20.2.5 forthwith to make good to the satisfaction of the Landlord all damage caused by the use of the car parking spaces

4.21 Planning Law and compensation

Without prejudice to clause 4.4 to comply with the provisions and requirements of Planning Law relating to or affecting

- 4.21.1 the use occupation and operation of the Premises
- 4.21.2 subject to the provisions of clause 4.21.3 as often as occasion requires during the Term at the Tenant's expense to obtain and if appropriate renew all planning permissions (and serve all notices) required under Planning Law in respect of the Premises
- 4.21.3 not without the Landlord's consent to apply for or implement any planning permission relating to the Premises but so that the Landlord's consent shall not be unreasonably withheld or delayed to the making of a planning application in respect of the Premises relating to any operations or use or other thing (if any) which assuming it to be implemented in accordance with Planning Law would otherwise not be in breach of the provisions of this lease
- 4.21.4 if the Landlord reasonably requires to lodge and progress diligently an appeal against any refusal of an application for planning permission lodged in respect of the Premises by the Tenant or by any person claiming under or through the Tenant (whether or not lodged in its name alone)

4.22 Insurance and fire fighting equipment

- 4.22.1 Not to do or omit anything by which any insurance policy (particulars of which shall have been provided to the Tenant) relating to the Premises or any part of it becomes void or voidable or by which the rate of premium on such policy may be increased

- 4.22.2 To comply with all requirements and reasonable recommendations of the insurers and to provide and maintain unobstructed appropriate operational fire fighting equipment and fire notices on the Premises
- 4.22.3 To notify the Landlord forthwith of any incidence of any Insured Risk on the Premises and of any other event which ought reasonably to be brought to the attention of insurers
- 4.22.4 That it has prior to the execution of this lease disclosed to the Landlord in writing any matter known to the Tenant which a reasonable person might consider would affect the decision of any insurance underwriter to underwrite any of the Insured Risks and that it will disclose particulars of any such matter to the Landlord in writing forthwith on becoming aware of it
- 4.22.5 That if at any time the Tenant or any person claiming under or through it shall be entitled to the benefit of any insurance of the Premises to cause all money paid under such insurance to be applied in making good the loss or damage in respect of which it was paid
- 4.22.6 If the whole or any part of the Premises is damaged or destroyed by any of the Insured Risks at any time during the Term and the insurance money under any insurance policy effected by the Landlord is rendered wholly or partially irrecoverable because of some act or default of the Tenant or any person deriving title under or through or their respective servants agents or invitees forthwith to pay the Landlord the whole amount of the insurance money so irrecoverable

4.23 Dangerous and contaminative materials

Not to keep place store or use or permit or suffer to be kept placed stored or used in or upon or about the Premises any materials substance or other thing of a dangerous inflammable combustible explosive corrosive or offensive nature

4.24 Yield up

- 4.24.1 At the expiry or sooner determination of the Term to remove all chattels and (to the extent the Landlord may require) tenant's fixtures and quietly to yield up the Premises with vacant possession and to return all keys to the Landlord
- 4.24.2 The Tenant irrevocably authorises the Landlord to remove and dispose of any chattels which may be left in the Premises after the Tenant has quit them (without being obliged to obtain any consideration for the disposal) and the Tenant irrevocably declares that any such chattels will stand abandoned by it

4.25 Regulations and covenants

- 4.25.1 To comply with:-
 - 4.25.1.1 all regulations reasonably made by the Landlord from time to time and notified to the Tenant in writing for the good management of the Premises and/or the Site PROVIDED

ALWAYS THAT no such regulations shall purport to amend the terms expressed in this lease and if there is any inconsistency between the terms of this lease and the regulations the terms of this lease shall prevail

4.25.1.2 all covenants stipulations and other matters affecting the Premises and not to interfere with any rights easements or other matters affecting the Premises

4.25.2 To comply with every proper exercise of the Relevant Rights and to comply with the Protective Covenants in respect of the Premises and to indemnify the Landlord against any breach of them

4.26 Security and access

To use all reasonable endeavours to ensure that the Tenant's visitors to the Premises observe such security regulations which may apply to them

4.27 Interest

If the Landlord does not receive any sum due to it by the due date to pay on demand interest on such sum at the Stipulated Rate from 45 days after the due date until payment (both before or after any judgement)

5 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

5.1 Quiet enjoyment

That the Tenant may peaceably hold and enjoy the Premises without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for it

5.2 Insurance

5.2.1 To keep the Premises (except all tenants' plant and equipment and trade fixtures) insured against the Insured Risks in its full replacement cost (but not necessarily the facsimile reinstatement cost)

5.2.2 On request to supply the Tenant (but not more frequently than once in any period of 12 months) with evidence of such insurance

5.2.3 If and whenever during the Term the Premises (except as aforesaid) is damaged or destroyed by an Insured Risk and to the extent that payment of the insurance monies is not refused because of any act neglect default or omission of the Tenant or of any person deriving title under or through the Tenant or their respective servants agents and invitees the Landlord will with all convenient speed take the necessary steps to obtain any requisite planning permissions and consents and if they are obtained to lay out the money received from the insurance of the Premises (except sums in respect of public liability and employer's liability and loss of rent) towards replacing (but not necessarily in facsimile reinstatement) the damaged or destroyed parts (except as aforesaid) as soon as reasonably practicable (making good any shortfall out of its own

resources) PROVIDED ALWAYS THAT the Tenant shall have no claim against the Landlord under this clause 5.2.3 in respect of any premises other than the Premises and PROVIDED FURTHER THAT the Landlord shall not be liable to carry out the replacement if it is unable (having used all reasonable endeavours) to obtain every planning permission and consent necessary to execute the relevant work in which event the Landlord shall be entitled to retain all the insurance money received by it

5.3 Services

To use all reasonable endeavours to provide or procure the provision of the Services in accordance with the principles of good estate management **PROVIDED ALWAYS THAT:-**

- 5.3.1 the Landlord shall not be liable for any failure or interruption in any of the Services caused by the appropriate or prudent repair replacement renewal or maintenance of any installation or part of any installation or damage or destruction caused by mechanical or other defect or breakdown or any other cause beyond the Landlord's control provided the Landlord takes all reasonable steps to remedy the failure or interruption within a reasonable time
- 5.3.2 the Landlord may from time to time employ managing agents professional advisers contractors and other persons in relation to the provision of the Services or any of them
- 5.3.3 the Landlord may from time to time withhold add to extend vary or make any alteration in the nature of matters previously performed as Services if it considers it necessary or in the interest of good estate management

5.4 Head lease

To pay the rents reserved by the Head Lease and otherwise preserve it from forfeiture

6 ESTATE AGREEMENT AND MANAGEMENT COMPANY

6.1 For such time as the Landlord is LPTUK, LPTUK covenants with the Tenant:

- 6.1.1 to use its reasonable endeavours to procure the performance by the Management Company of its covenants under the Estate Agreement PROVIDED THAT the obligations on the Landlord contained in this clause 6.1.1 shall cease to have effect once the majority of the shares in the Management Company and the majority of the voting rights therein have been transferred to tenants or purchasers of land at Kings Hill
- 6.1.2 to observe and perform the covenants and conditions on its part contained in the Estate Agreement and in particular to contribute the respective proportions of the Estate Expenditure which relates to those parts of the relevant Accounting Phase intended for letting which remain from time to time unlet or in respect of which no tenant's payment has been made

6.2 For such time that the Landlord is not LPTUK, the Landlord covenants with the Tenant:

- 6.2.1 to use reasonable endeavours to procure that LPTUK uses its reasonable endeavours to procure the performance by the Management Company of its covenants under the Estate Agreement PROVIDED THAT the obligations on the Landlord contained in this clause 6.2.1 shall cease to have effect once the majority of the shares in the Management Company and the majority of the voting rights therein have been transferred to tenants or purchasers of land at Kings Hill
- 6.2.2 to use reasonable endeavours to procure that LPTUK observes and performs the covenants and conditions on its part contained in the Estate Agreement and in particular contributes the respective proportions of the Estate Expenditure which relates to those parts of the relevant Accounting Phase intended for letting which remain from time to time unlet or in respect of which no tenant's payment has been made

7 MANAGEMENT COMPANY'S COVENANTS

The Management Company covenants with the Tenant that:-

- 7.1 subject to the payment by the Tenant of the rents hereinbefore reserved henceforth it will comply with its covenants in the Estate Agreement relating to the provision of the Estate Services
- 7.2 It will use all reasonable endeavours to procure the performance by LPTUK of the covenants and conditions on its behalf contained in the Estate Agreement and will require LPTUK to contribute the respective proportions of the Estate Expenditure which relate to those parts of the relevant Accounting Phase which remain from time to time unlet or in respect of which no tenant's payment has been made

8 SERVICE COST ACCOUNTING AND VARIATIONS

- 8.1 The Landlord shall following each Account Date (or if applicable the expiry of the Term) cause an account to be prepared showing the Service Cost for the Service Period ended on that Account Date (or if applicable the date of such expiry) and containing a fair summary of the expenditure referred to and upon the account being certified by the Landlord's agents it shall be conclusive evidence for the purposes of this lease of all matters of fact referred to except in case of manifest error
- 8.2 The Tenant shall pay the Landlord the Interim Sum on account of the Service Rent in relation to each Service Period as provided in clause 3
- 8.3 If the Service Rent for any Service Period:-
 - 8.3.1 exceeds the Interim Sum for the Service Period the excess shall be due to the Landlord on demand or
 - 8.3.2 is less than the Interim Sum for that Service Period the overpayment shall be credited to the Tenant against subsequent payments on account of Service Rent until the overpayment is balanced or in relation to the last Service Period the overpayment shall be paid by the Landlord to the Tenant

8.4

- 8.4.1 The Landlord may from time to time require a reasonable adjustment in relation to any period to the amount of the Interim Sum if in its discretion but acting in good faith the Landlord considers that such an adjustment is warranted by any change of circumstances relevant to the Service Cost or the Interim Sum
- 8.4.2 Once the Landlord or its agents shall have served the Tenant with written notice of any such requirement and of the relevant amount the same shall apply forthwith

9 REINSTATEMENT

- 9.1 If the Tenant or the Landlord serves notice under clauses 11.1 or 11.2 or the Landlord forfeits this lease the provisions of clauses 9.3.1 to 9.3.4 are to apply otherwise the provisions of clause 9.2 are to apply
- 9.2 The Tenant shall yield up the Premises in accordance with the covenants in this lease
- 9.3
- 9.3.1 No later than three months before the expiry or sooner determination of the Term the Landlord shall cause a schedule of works to be drawn up and served on the Tenant detailing
- 9.3.1.1 the works required to be installed or reinstated and landlord's fixtures and fittings which require to be replaced as the case may be to ensure that the relevant parts of the Premises conform to the Building Specification including but without limitation the removal of all alterations and additions made to the Premises by the Tenant whether before or after the grant of this lease and
- 9.3.1.2 the works required to remove any other alterations made to the part of the Premises extended by the Tenant at any time during the Term, details of which alterations that have been carried out at the date of this lease are set out in the Reinstatement Schedule
- 9.3.1.3 work required to make good the damage caused in such removal and all works of redecoration
- 9.3.1.4 the Landlord's surveyors' estimate of the costs (including materials and reasonable fees) thereof and the length of time it will take to carry out such works
- 9.3.2 The Landlord and the Tenant shall endeavour to agree such schedule of works the costs thereof and the length of time it will take to carry out such works but failing agreement between them as to any such matter or item within one month of service of such schedule by the Landlord either party may refer the matter or item in dispute to an independent chartered surveyor acting as an expert to be appointed by agreement between them or (in the absence of such agreement within fourteen days) on the

application of either party by the President for the time being to the Royal Institution of Chartered Surveyors

9.3.3 Such independent surveyor shall invite the Landlord and the Tenant within such period as he shall consider appropriate to make written representations of their respective views of the matter or item in dispute and shall issue his decision within one month following his appointment and the decision of such independent surveyor shall be binding on the parties (save in the case of manifest error) and his costs shall be borne as he shall direct

9.3.4 The Tenant shall pay to the Landlord within 10 days following agreement or determination of the schedule of works the costs thereof and the time it will take to carry out such works a sum equal to the aggregate of:

9.3.4.1 the total cost of the works plus VAT; and

9.3.4.2 a sum equal to the proportion of the rents first secondly thirdly and fifthly reserved at the rate payable immediately prior to the expiry or sooner determination of the Term in respect of the length of time it will take to carry out such works agreed or determined as aforesaid

10 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:-

10.1 Forfeiture and re-entry

Without prejudice to any other remedies and powers contained in this lease or otherwise available to the Landlord if

10.1.1 the whole or part of the rents shall be unpaid for 21 days after becoming payable or

10.1.2 any of the Tenant's covenants in this lease are not performed or observed in the manner and at the times herein specified or

10.1.3 any guarantee granted by any guarantor of the Tenant's obligations is or becomes unenforceable (in whole or in part) for any reason whatsoever or

10.1.4 if the Tenant or any guarantor of the Tenant's obligations (or if more than one person any one of them):

10.1.4.1 being a company is the subject of a petition or issues a notice convening a meeting to consider a resolution for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company on terms previously agreed by the Landlord) or compulsorily or has a provisional liquidator or a receiver (including an administrative receiver) appointed or its directors pass a resolution to petition for an administration order or one or more of them swears an affidavit in support of such a petition or is the subject of an administration order or a petition for one or of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within

the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or

- 10.1.4.2 being a company incorporated outside the United Kingdom is the subject of any proceedings or event analogous to those referred to in clause 10.1.4 in the country of its incorporation
- 10.1.4.3 being an individual is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or dies or
- 10.1.4.4 enters into or makes any proposal to enter into any arrangement or composition for the benefit of his creditors

the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Premises whereupon this lease shall absolutely determine but without prejudice to any Landlord's right of action in respect of any antecedent breach of the Tenant's covenants in this lease

10.2 Letting scheme use and easements

No letting or building scheme exists or shall be created in relation to the Premises and the grant of this lease does not confer any rights over the Premises or any other property and Section 62 Law of Property Act 1925 is excluded from this lease.

10.3 Service of notices

- 10.3.1 In addition to any other mode of service any notices to be served under this lease shall be validly served if served in accordance with Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or (in the case of any notice to be served on the Tenant) by sending it to the Tenant at the Premises
- 10.3.2 If the Tenant or any guarantor comprises more than one person it shall be sufficient for all purposes if notice is served on one of them but a notice duly served on the Tenant will not need to be served on any guarantor

10.4 Rent Cesser

If and whenever during the Term:

- 10.4.1 the Premises (other than the Tenant's plant and equipment and trade fixtures) or the essential means of access to the Premises are damaged or destroyed by any of the Insured Risks so that the Premises are incapable of occupation and use and
- 10.4.2 the insurance of the Premises or the payment of any insurance money has not been vitiated by the act neglect default or omission of the Tenant or of any person deriving title under or through the Tenant or their respective servants agents and invitees

the rents first secondly thirdly fourthly and fifthly reserved by this lease or a fair proportion of them according to the nature and extent of the damage sustained shall be suspended and cease to be payable from the date of destruction or damage until whichever is the earlier of the date on which the Premises (other than as aforesaid) and if applicable the essential means of access to them are made fit for substantial occupation and use and the date of expiry of the period for which insurance of loss of rent is effected and any dispute about such suspension shall be referred to the award of a single arbitrator to be appointed in default of agreement on the application of the Landlord or the Tenant to the President for the time being of The Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

10.5 Determination

If during the Term the Premises shall be so destroyed or damaged as to be substantially unfit for occupation and use the Landlord may by not less than 6 months' notice given to expire at any time determine this lease and from the giving of such notice the Landlord's obligations under clause 5.2.3 shall cease to apply and on the expiry of such notice this lease shall determine without prejudice to any rights or remedies which may then have accrued in respect of any breach of any of the covenants or provisions contained in this lease and the Landlord shall be entitled to retain the insurance money

10.6 No warranty as to use and as to security

Nothing contained in this lease shall constitute or be deemed to constitute a warranty by the Landlord that the Permitted Use complies with Planning Law nor that the Premises shall be kept secure or that any security service to the Common Parts shall be effective

10.7 Rateable value appeals

If the Landlord or the Tenant intends to make a proposal to alter the entry for the Premises in the local non-domestic rating list it shall notify the other party of its intention and shall incorporate in the proposal such proper and reasonable representations as may be made by or on behalf of that party

10.8 Third Party Rights

The right for the Tenant to grant rights to third parties over or to use the Premises is specifically excluded from this lease

10.9 Exclusion of Landlord and Tenant Act 1954

10.9.1 The parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease

10.9.2 The parties acknowledge that:

10.9.2.1 the Landlord served on the Tenant a notice in the form attached on 03/09/2012; and

10.9.2.2 the Tenant signed the statutory declaration in the form attached on 03/10/2012

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10.9.3 This lease is not granted pursuant to an agreement for lease

10.10 Jurisdiction

This lease shall be governed by and construed in all respects in accordance with the law of England and for the benefit of the Landlord the English courts shall have exclusive jurisdiction in relation to any disputes arising under or connected with this lease and the Tenant and any guarantor agree that any process may be served on them by leaving a copy of the relevant document at the Premises

10.11 Contracts (Rights of Third Parties) Act 1999

Each party confirms that no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this lease

10.12 Overriding Lease

If at any time during the Term the Landlord shall grant a tenancy of the reversion immediately expectant on the determination of this lease whether pursuant to section 19 of the Landlord and Tenant (Covenants) Act 1995 or otherwise any covenant on the part of the Tenant to obtain the consent of the Landlord under this lease to any dealing shall be deemed to include a further covenant also to obtain the consent of the lessor under such tenancy to such dealing

11 BREAK OPTIONS

11.1 Tenant's Break

11.1.1 In this sub-clause 11.1 'Tenant's Break Notice' means a written notice whereby the Tenant gives at least 12 months' notice to the Landlord to end this lease

11.1.2 By serving the Tenant's Break Notice the Tenant is entitled to end this lease at any time during the Term

11.1.3 It is a condition of valid service of the Tenant's Break Notice that:

11.1.3.1 the Tenant pays the rents reserved by this lease up to the expiry of the Tenant's Break Notice; and

11.1.3.2 the Tenant procures vacant possession of the Premises free of occupation by and of any estate or interest vested in the Tenant or any third party; and

11.1.3.3 on expiry of the Tenant's Break Notice there is no material outstanding breach of any of the Tenant's obligations in this lease;

11.1.3.4 that any breach of obligation by the Tenant has been remedied so far as possible so that no material damage to the Landlord has resulted

11.1.4 This lease is not to end as a result of a Tenant's Break Notice if the conditions in clause 11.1.3 are not satisfied except to the extent (if at all)

that the Landlord in its absolute discretion waives in writing compliance with any of them

11.1.5 If a Tenant's Break Notice is duly served and if applicable the requirements of clause 11.1.3 are first satisfied or waived this lease shall determine on the date of determination without prejudice to:

11.1.5.1 any rights or remedies which may have accrued to either party in respect of any breach of any of the covenants or obligations contained in it including obligations under this clause 11.1 which shall continue to bind the parties; and

11.1.5.2 the continuing obligation of the parties to account to one another on demand for any Service Charge payment or allowance apportioned up to the date of determination as soon as reasonably possible thereafter

11.2 Landlord's Break

11.2.1 In this sub-clause 11.2 'Landlord's Break Notice' means a written notice whereby the Landlord gives notice to the Tenant to end this lease

11.2.2 By serving the Landlord's Break Notice the Landlord is entitled to end this lease at any time during the Term if the Premises are not fully and actively used as a community hall during a period of 5 months and the Tenant has not produced a proposal which has been approved by the Landlord detailing how the Premises are to be actively used as a community hall for the balance of the Term

11.2.3 If a Landlord's Break Notice is duly served this lease shall determine with immediate effect without prejudice to:

11.2.3.1 any rights or remedies which may have accrued to either party in respect of any breach of any of the covenants or obligations contained in it including obligations under this clause 11.2 which shall continue to bind the parties; and

11.2.3.2 the continuing obligation of the parties to account to one another on demand for any Service Charge payment or allowance apportioned up to the date of determination as soon as reasonably possible thereafter

12 LIMITATION OF LIABILITY

It is agreed and declared:

12.1 no liability shall attach to any person named in this lease as a Tenant in respect of any breach of the Tenant's Obligations or any of them which occur at a time after the Term has ceased to be vested in such person

12.2 the liability of the Tenant or any member of the Management Committee in respect of any breach of the Tenant's Obligations or any of them shall be limited in amount to the realised value of the Assets and nothing contained in this lease shall entitle the Landlord to pursue exercise or enforce any right or remedy in respect of any such breach against the personal estate property effects or assets of any person or

person from time to time comprising the Tenant or being a member of the Management Committee or against any assets for the time being vested in such person which do not form part of the Assets

- 12.3 the liability of the Tenant and of the members of the Management Committee to observe and perform the Tenant's Obligations and their liability in respect of any breach of the Tenant's Obligations or any of them shall be joint only and not several

13 NEW TENANCY

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

SCHEDULE 1

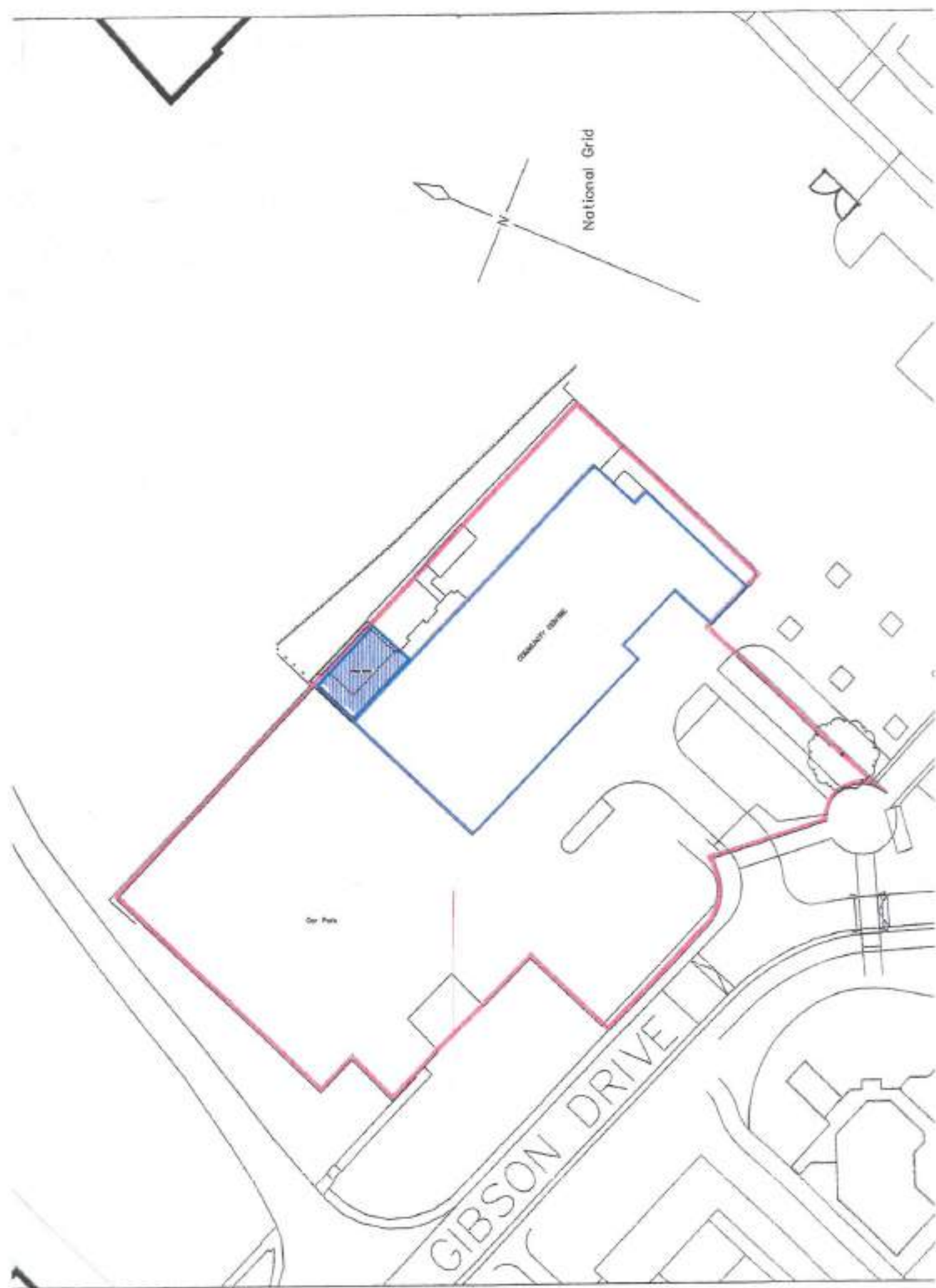
(The Premises)

ALL THOSE premises known as The Kings Hill Centre Kings Hill West Malling Kent which are shown on Plan 2 and thereon edged blue and edged blue hatched blue excluding the airspace above the building constructed on the premises, and above the area hatched blue from the same height

SCHEDULE 2

(Easements and rights granted)

- 1 A right of way for all purposes in connection with the Permitted Use for access to and egress from the Premises to the public highway (with vehicles) over the Kings Hill estate roads (on foot) over the Kings Hill Estate footpaths (by bicycle) over the Kings Hill Estate cycleways as may be designated by the Landlord or the Management Company from time to time
- 2 The right to the passage of services and other utilities which are available to the Premises from other parts of Kings Hill
- 3 The right to have displayed a name-plate or sign such sign to be approved by the Landlord such approval not to be unreasonably withheld or delayed where such sign complies with the Landlord's signage policy for Kings Hill provided always that the Landlord shall be entitled to relocate any such name-plate or sign from time to time
- 4 The right to park 48 private cars in the car parking spaces within the Curtilage subject to the provisions of clause 4.20 and any reasonable regulations that the Landlord may impose from time to time in respect of their use
- 5 The right to place containers for storing rubbish in a position designated by the Landlord within the Curtilage



SCHEDULE 3

(Exceptions and reservations)

- 1 The right to build alter or extend (whether vertically or laterally) any building notwithstanding that the access of light and air or either of them to the Premises and the lights windows and openings thereof may be affected
- 2 The right at reasonable times on reasonable prior notice (except in an emergency) to enter upon the Premises as often as may be necessary for all the purposes for which the Tenant covenants in this lease to permit entry and for all purposes in connection with the carrying out of the Services and for the purposes of complying with any statutory requirements
- 3 The right to use and to construct inspect maintain repair divert and otherwise alter stop up and relay and to make connections to any Service Media in on or under the Premises at any time during the Term for the benefit of any adjacent or neighbouring land
- 4 All rights of light air and other easements and rights enjoyed by the Premises from or over any adjacent or neighbouring land
- 5 The right for one or more members of any security/staff employed by the Landlord or its agents at any time or times to enter the Premises if it shall be considered necessary or desirable so to do in connection with the security of the Site

PROVIDED ALWAYS THAT if the Landlord exercises any of the rights by carrying out work on the Premises it shall forthwith make good any damage caused to them

SIGNED as a deed by **LIBERTY PROPERTY TRUST UK LIMITED** acting by two directors

Sign here



ELIZABETH ROCHE
DIRECTOR

Director

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ANDREW BLEVINS
DIRECTOR

Director

SIGNED as a deed by **KINGS HILL ESTATE MANAGEMENT COMPANY LIMITED** acting by a two directors

Sign here



ELIZABETH ROCHE
DIRECTOR

Director

Director

ANDREW BLEVINS
DIRECTOR

11/04/2001

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