





Defence
Infrastructure
Organisation

BVD LUDGERSHALL **WILTSHIRE**

- LUVD02,
Rail Link,
Tidworth Road,
Ludgershall,
Wiltshire
SP11 9RP
- Other MOD Land

Scale 1:2,500

The scale ratio stated is accurate when reproduced at A3 size by Geospatial Services South. Any other reproduction by conventional or electronic means, e.g. printing from a PDF, may alter the scale of the map. Please check the dimensions of the grid to confirm any change in scale before taking measurements.

PRODUCTION REFERENCE

PLEASE ENSURE THAT THE MAP REFERENCE AND VERSION NUMBER ARE QUOTED IN ALL WRITTEN & VERBAL CORRESPONDENCE

Map reference:
20130315S2518
Ludgershall LCS
Version Number:
1
Production Date:
18th March 2013
Drawn By:
Geospatial Services South
Checked By:
Geospatial Services South

GEOSPATIAL SERVICES SOUTH
WESTDOWN CAMP SP3 4RS
E-MAIL: DIO-GeoServicesSouth@mod.uk

SCHEDULE 35: LEASE OF AUTHORITY LEASE PROPERTY

Lease

between

The Secretary of State for Defence
as Landlord

Leidos Europe Limited
as Tenant

relating to

**Contract No.LCS(T) / 0001 Logistic Commodities and
Services Transformation Delivery Partner Contract**

CONTENTS

SCHEDULE 35: LEASE OF AUTHORITY LEASE PROPERTY.....	1
PART 1 : INTERPRETATION OF THIS LEASE.....	8
1. Interpretation.....	8
PART 2 : CREATION OF THE LETTING AND RIGHTS AND RESERVATIONS.....	11
1. Letting and term.....	11
2. Rights and reservations.....	12
PART 3 : RENTS.....	14
1. Rents.....	14
PART 4 A : TENANT'S COVENANTS.....	15
1. Obligations under DP Contract.....	15
2. Assignment.....	15
3. Underletting.....	15
4. Charging.....	15
5. Restrictions on alienation.....	15
6. Notification of dispositions.....	16
PART 4 B : LANDLORD'S COVENANTS.....	17
1. Compliance with DP Contract.....	17
2. Repair of Common Parts and Conduits.....	17
3. Site Management.....	17
PART 5 : GENERAL PROVISIONS.....	18
1. Contractual rights of third parties.....	18
2. Assignment of reversion.....	18
3. Notices.....	18
4. Law and jurisdiction.....	18
5. Execution and delivery.....	18

SCHEDULE 1 : PREMISES AND RIGHTS AND RESERVATIONS.....	19
PART 1 : authority lease property	19
1. Identification of the Authority Lease Property	19
2. Areas included in the Authority Lease Property	19
PART 2 : RIGHTS GRANTED TO THE TENANT	20
1. Conduits.....	20
2. Rights of access.....	20
3. Car parking	21
4. Support	21
5. Signs.....	21
6. Building	21
PART 3 : RIGHTS RESERVED TO THE LANDLORD AND OTHERS.....	22
1. Conduits and Services	22
2. The Authority Site and Adjoining Property	22
3. Entry on to the Authority Lease Property	22
4. Support	23
5. Rights of Escape	23
PART 4 : TITLE MATTERS	24

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to this lease <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.</i></p>	<p>Landlord The Secretary of State for Defence</p> <p>Tenant Leidos Europe Limited of Unit G8 Stirling House, Denny End Road, Waterbeach, Cambridge, CB25 9QE</p> <p>Other parties <i>Specify capacity of each party, for example "Management Company", "Tenant's Guarantor", etc</i></p>
<p>LR4. Property <i>Insert a full description of the land being leased</i> Or <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <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>LR5. Prescribed statements etc. <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>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><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.2 This lease is made under, or by reference to, provisions of:</p>

LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i> <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>	From and including To and including OR The term as specified in this lease at clause/schedule/paragraph OR The term is as follows:
LR7. Premium <i>Specify the total premium inclusive of any VAT where payable.</i>	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. <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>	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
	LR9.2 Tenant's covenant to (or offer to) surrender this lease
	LR9.3 Landlord's contractual rights to acquire this lease
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property. <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	LR11.1 Easements granted by this lease for the benefit of the Property Schedule 1, Part 2
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Schedule 1, Part 3
LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	

<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>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of a registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by or on behalf of The Secretary of State for Defence or his conveyancer</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>	

PARTICULARS

Date	•
Landlord	<u>THE SECRETARY OF STATE FOR DEFENCE.</u>
Tenant	<u>LEIDOS EUROPE LIMITED</u> , registered in England and Wales as company number 9351724 and having its registered office at Unit G8 Stirling House, Denny End Road, Waterbeach, Cambridge CB25 9QE.
Authority Lease Property	The land and any building thereon on the Authority Site described in more detail in Part 1 of Schedule 1 to this Lease.
Authority Site	The site known as [•] described in more detail in clause 1.1
Contractual Term	The term of • years from and including the Term Commencement Date to and including •.
Declaration	A statutory declaration dated [•] in a form complying with the requirements of schedule 2 to the Order in response to the Notice.
Notice	A notice dated [•] in a form complying with the requirements of schedule 1 to the Order in relation to the tenancy created by this Lease.
Order	The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
Principal Rent	A peppercorn (if demanded).
Rent Commencement Date	The date of this Lease.
Term Commencement Date	[•]
This Lease creates a "new tenancy" for the purposes of the 1995 Act.	

THIS LEASE is dated on the date set out in the Particulars and made

BETWEEN:

- (1) The Landlord; and
- (2) The Tenant.

BACKGROUND

The Tenant is entering into this Lease in connection with Contract No LCS(T)/0001 Logistic Commodities and Services Transformation Delivery Partner Contract dated [] (the "DP Contract") and the DP Project Documents as defined in the DP Contract.

THE PARTIES AGREE THAT:

PART 1 : INTERPRETATION OF THIS LEASE

1. Interpretation

1.1 Defined terms

In this Lease terms that are defined in the DP Contract shall have the meaning set out therein. In addition, unless the contrary intention appears:

"1954 Act" means the Landlord and Tenant Act 1954.

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995.

"Adjoining Property" means the Authority Site and any land, buildings or structures near or adjoining the Authority Site in or over which the Landlord or any other person owns an estate or interest from time to time.

"Alterations" means any alterations, additions or other works to the Authority Lease Property.

"Authorised Guarantee Agreement" means an authorised guarantee agreement for the purposes of s.16 of the 1995 Act.

"Authority Site" means the site of which the Authority Lease Property forms part [which is shown for identification edged blue on Plan •].

"Building" [to be used if any Authority Lease Property is part of a building] means the building within the Authority Site of which the Authority Lease Property forms part shown edged [] on Plan •.

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for domestic business in the City of London or such other location as is expressly stated within the relevant provision, which is deemed to start at 0800 local time;

"Common Parts" means all areas in or forming part of Authority Site from time to time intended for the common use of more than one occupier or which are not designed to be used exclusively by an industrial occupier and includes any car parking areas provided for the common use of the Landlord's personnel, the general public or other visitors to or

occupiers of the Authority Site [and where the Authority Lease Property forms part of a Building entrance halls, corridors, lifts, staircases, landings and amenities made available by the Landlord for common use of occupiers].

"Conduits" means all conducting media and ancillary apparatus used for the passage or transmission of Utilities or the provision of any of the Utilities or in connection with the measurement of their use.

"DP Contract" means the Agreement for the provision of LCS(T) Services dated [•] made between (1) the Landlord (as "the Authority") and (2) the Tenant (as the "Delivery Partner") and any document which is supplemental to it.

"Lease" means this lease and any document which is supplemental to it.

"Particulars" means the Particulars at the front of this Lease.

"Plan [s]" means the plan[s] annexed to this Lease [and marked "Plan A" and Plan "B"] and references to individual Plans are to the Plans so marked.

"Rents" mean the rents payable under clause paragraph 1.1 of Part 3 of this Lease.

"Statute" means every Act of Parliament, including any named in this Lease, in force during the Term together with all other legislation having effect in England and Wales.

"Tenant's Covenants" means the obligations in this Lease to be complied with by the Tenant.

"Term" means the Contractual Term.

"Utilities" means the drainage of surface water and sewage and the supply or transmission of electricity, gas, telecommunications (or electronic data of whatsoever nature required to fulfil the Tenant's obligations under the DP Contract), water or any other services or supplies.

"Value Added Tax" includes any future tax of a like nature.

1.2 The Particulars

The Particulars form part of this Lease and words and expressions defined in the Particulars shall be treated as defined terms in this Lease.

1.3 Construction

In this Lease, unless the contrary intention appears:

- (A) references to Statute include references to that Statute as amended or re-enacted or as other Statutes modify its application from time to time and any subordinate legislation made or to be made under that Statute; and
- (B) references to clauses or schedules are references to clauses in or schedules to this Lease and references to paragraphs are references to paragraphs in the schedule in which those references are made; and

- (C) references to the singular include the plural and vice versa; references to the parties include their successors in title; references to persons include individuals, companies, firms, partnerships, government bodies or agencies and corporations sole and aggregate and references to the masculine gender include the feminine and the neuter genders and vice versa; and
- (D) references to the Authority Lease Property, the Building, the Authority Site and Adjoining Premises include any part of them; and
- (E) references to the end of the Term include the determination of the Term before the end of the Contractual Term; and
- (F) any reference to the date of assignment shall mean the date of the deed of assignment or transfer of this Lease and any covenants given to the Landlord on any assignment of this Lease shall take effect from such date; and
- (G) any obligation on the Tenant includes an obligation on the Tenant to ensure that any person deriving title under the Tenant and its and their agents, employees, licensees and any other person under its or their control comply with that obligation and any reference to an act or default of the Tenant includes the act or default of those persons; and
- (H) any obligation on the Tenant not to do an act or thing includes an obligation not to permit or allow that act or thing to be done; and
- (I) any obligations entered into by more than one person in this Lease are entered into jointly and severally; and
- (J) the headings shall not affect the interpretation of this Lease; and
- (K) if any provision in this Lease is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Lease shall not be affected.

PART 2 : CREATION OF THE LETTING AND RIGHTS AND RESERVATIONS**1. Letting and term****1.1 Creation of the Contractual Term**

The Landlord lets the Authority Lease Property to the Tenant for the Contractual Term reserving the Rents.

1.2 Quiet enjoyment

Subject to clause 1.3 the Tenant shall be entitled quietly to enjoy the Authority Lease Property throughout the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

1.3 No derogation from grant

The exercise by the Landlord or any other person of any right reserved in this Lease shall not be in derogation of the Landlord's grant nor be a breach of the Landlord's obligation in clause 1.2.

1.4 Termination

The Lease shall terminate upon the earlier of:

- (A) termination of the DP Contract;
- (B) the date fifteen Business Days following service of a notice by the Tenant on the Landlord notifying the Landlord that it no longer requires the Authority Lease Property to perform the Services pursuant to the DP Contract;
- (C) the date fifteen Business Days following service of a notice to such effect by the Landlord on the Tenant as a result of a Confirmed Change Proposal (as defined in Schedule 25 of the DP Contract) under which the Services are no longer to be carried out at the Authority Lease Property;
- (D) immediately upon written notice by the Landlord on the Tenant following agreement by the Landlord and Tenant pursuant to clause 44.5 of the DP Contract (Measures in a Crisis) that this Lease shall terminate;
- (E) the date fifteen Business Days following service of a notice to such effect by the Landlord following termination pursuant to Clause 71 of the DP Contract (Partial Termination) in respect of the Services carried out at the Authority Lease Property.

1.5 Exclusion of Sections 24 to 28 Landlord and Tenant Act 1954

In relation to the 1954 Act:

- (A) the Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:
 - (1) the Landlord served on the Tenant the Notice; and

- (2) the Tenant, or a person duly authorised by the Tenant, made the Declaration; and
- (3) where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf; and

- (B) the Landlord and Tenant agree to exclude the provisions of ss24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this Lease.

1.6 Effect of termination

When this Lease ends it shall be without prejudice to any outstanding liabilities of any party to any other party.

2. Rights and reservations

2.1 Rights and reservations

The Authority Lease Property is let with limited title guarantee:

- (A) together with the rights set out in Part 2 of Schedule 1 so far as the Landlord has the power to grant them for the benefit of the Tenant and any person deriving title under the Tenant to be enjoyed in common with the Landlord and all others authorised by the Landlord; and
- (B) subject to the rights, reserved throughout the Term for the benefit of the Landlord and all others authorised by the Landlord, over the Authority Lease Property set out in Part 3 of Schedule 1; and
- (C) subject to the title matters set out in Part 4 of Schedule 1 and all other easements, covenants, privileges and rights enjoyed over or against the Authority Site so far as any of them are still subsisting and capable of taking effect.

2.2 No implied or prescriptive rights

- (A) section 62 Law of Property Act 1925 shall not apply to this Lease; and
- (B) subject to the provisions of the DP contract the Tenant shall not be entitled to the benefit of or to claim or enforce against the Landlord or any other person any covenant, right, agreement, privilege or easement in respect of the Authority Lease Property, the Authority Site or any Adjoining Property except those expressly granted in clause 2.1(A); and
- (C) any other right from time to time enjoyed by the Tenant in respect of the Authority Lease Property, the Authority Site or any Adjoining Property shall be enjoyed by the consent of the Landlord, terminable at any time by notice in writing to the Tenant and without any liability to the Tenant.

2.3 Variation and exercise of rights

The Landlord shall be entitled to:

- (A) modify or end the rights granted in Part 2 of Schedule 1 without any liability to the Tenant if it grants such alternative rights as may be necessary for the proper and reasonable enjoyment of the Authority Lease Property; and
- (B) exercise the rights in Part 3 of Schedule 1 without any liability to the Tenant except as set out in paragraph 3.23.2 thereof or in the DP Contract.

2.4 No benefit of covenants and conditions

Nothing in this Lease shall give the Tenant any right to claim or enforce against the Landlord or any other person or to receive the benefit of any covenant, term or condition in any lease (other than this Lease), deed or document relating to the Authority Lease Property, the Estate or any Adjoining Property.

2.5 No new covenants

The Tenant shall not enter into any covenant with any person other than the Landlord relating to the Authority Lease Property nor require any assignee or undertenant to give covenants which would restrict the use of the Authority Lease Property to a greater extent than the restrictions on use contained in this Lease.

2.6 Title matters

The Tenant shall comply with the conditions, covenants, restrictions and other matters contained or referred to in the deeds and documents specified in Part 4 of Schedule 1.

2.7 Use of the Authority Site and Adjoining Property

Nothing in this Lease shall limit or affect the rights of:

- (A) the Landlord or any other person in relation to the remainder of the Authority Site;
or
- (B) the Landlord or any other person in relation to any Adjoining Property

to use or otherwise deal with the remainder of the Authority Site and any Adjoining Premises in such manner and for any purpose as it wishes.

PART 3 : RENTS

1. **Rents**

1.1 **Rents payable**

During the Term the Tenant shall pay to the Landlord by way of rent the Principal Rent annually in advance on the anniversary of the date hereof if demanded.

1.2 **Value Added Tax**

Each sum payable by the Tenant under this Lease shall be treated as being exclusive of Value Added Tax. The Tenant shall pay as additional rent any Value Added Tax properly demanded by the Landlord.

PART 4A : TENANT'S COVENANTS**1. Obligations under DP Contract**

The Tenant shall observe and perform all its obligations under the DP Contract relating to the Authority Lease Property and its use or occupation.

2. Assignment**2.1 Permitted assignments**

The Tenant shall not assign the whole of the Authority Lease Property:

- (A) other than an assignee of the DP Contract (approved by the Landlord in accordance with the terms thereof); and
- (B) unless the assignee enters into a direct covenant (in form and substance satisfactory to the Landlord acting reasonably) with the Landlord to comply with the Tenant's Covenants from the date of the assignment until the date the assignee is released from its obligations under the 1995 Act.

3. Underletting**3.1 Underletting prohibited**

The Tenant shall not underlet the whole or part only of the Authority Lease Property save that the Tenant may underlet whole or part to Keuhne + Nagel Limited (Company Number 1722216) who shall be providing services under the DP Contract:

- (A) on terms consistent with this Lease;
- (B) on terms that such underlease shall be capable of termination upon such subcontractor ceasing to provide Services;
- (C) provided that such underlease is validly excluded from the security of tenure provisions of the 1954 Act.

4. Charging

The Tenant shall not charge or create any security interest over the whole of the Authority Lease Property.

5. Restrictions on alienation**5.1 No sharing of occupation, etc**

The Tenant shall not assign or charge or create any security interest over part only of the Authority Lease Property and, except where there is an assignment permitted on the terms of this Lease, the Tenant shall not share occupation of the Authority Lease Property, part with the possession of them or hold this Lease on trust for any other person.

5.2 DP Associated Companies and Subcontractors

Clause 5.1 shall not prevent the Tenant sharing the occupation of the whole or any part of the Authority Lease Property with any DP Associated Company or any Subcontractor (as those terms are defined in the DP Contract) where permitted by the provisions of the DP Contract provided that no relationship of landlord and tenant is created and that in the case of a DP Associated Company the sharing of occupation shall cease if that company ceases to be a DP Associated Company. Prior to occupation being granted, the Tenant shall give written notice to the Landlord of the identity of any Subcontractor or any DP Associated Company and (in the case of a DP Associated Company) its relationship to the Tenant.

6. Notification of dispositions

Within one month after any assignment, charge or underletting of the Authority Lease Property or the assignment of any underlease or the grant of any sub-underlease, however remote, the Tenant shall give notice in writing to the Landlord of that disposition together with certified copies of all the documents giving effect to it (and, in the case of an underlease containing an agreement excluding the effect of ss24 to 28 (inclusive) of the 1954 Act, certified copies of the notices, declarations or statutory declarations required to be respectively served and made under the 1954 Act as amended by the Order).

PART 4B : LANDLORD'S COVENANTS

1. **Compliance with DP Contract**

The Landlord shall observe and perform its obligations under clause 41.10 of the DP Contract.

2. **Repair of Common Parts and Conduits**

The Landlord shall maintain and repair to a standard appropriate to the Permitted Use ***[designated Common Parts where applicable] [structural parts of the Building where rooms only are leased]*** and Conduits used by (but not included in) the Authority Lease Property (save for any telecommunications Conduits installed by the Tenant).

3. **Site Management**

To the extent only and for so long only as the Landlord actually provides such services at the Authority Site (and so that the Landlord shall have no liability to provide any of such services where it does not provide them at the Authority Site of which the Authority Lease Property forms part) the Landlord shall provide the following services at the Authority Lease Site:

- (A) Co-ordination of establishment safety & environmental protection.
- (B) Site physical security arrangements including provision of MOD Guard Service and MoD Police where present.
- (C) Site fire safety management planning / fire protection, including provision of Defence Fire & Rescue Service where present.
- (D) Establishment risk and business resilience and site recovery.
- (E) Environment management / an environmental protection system.
- (F) Management of the maintenance and sustainment of MOD owned site/shared infrastructure and interface with Defence Infrastructure Organisation (DIO) and the DIO's industry partner (IP) save where the Tenant implements its own arrangements in relation to such matters.

PART 5 : GENERAL PROVISIONS**1. Contractual rights of third parties**

No person who is not a party to this Lease shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

2. Assignment of reversion

The Tenant agrees not unreasonably to withhold or delay its consent to any release requested by the Landlord under s.6 or s.7 of the 1995 Act.

3. Notices

Any notice served under or in respect of this Lease may be served by posting it in a prepaid envelope and shall be deemed to have been served on the first Business Day after which it was posted and evidence showing that the envelope containing the notice was properly addressed, stamped and posted shall be sufficient proof of service. Notices shall be served on the Landlord or any guarantor of the Tenant at its registered office or last known address and on the Tenant at its registered office or at the Authority Lease Property.

4. Law and jurisdiction**4.1 English law**

This Lease shall be governed by and construed in accordance with English law.

4.2 Jurisdiction

The parties to this Lease:

- (A) irrevocably agree that, subject to clause 4.2(B), the English courts shall have exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with this Lease ("Proceedings") and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum; and
- (B) agree that clause 4.2(A) operates for the benefit of the Landlord and accordingly the Landlord shall be entitled to take Proceedings in any other court or courts having jurisdiction.

5. Execution and delivery

The parties have executed this Lease as a deed but have not delivered it until the date of this Lease.

SCHEDULE 1 : PREMISES AND RIGHTS AND RESERVATIONS**PART 1 : AUTHORITY LEASE PROPERTY****1. Identification of the Authority Lease Property**

The Authority Lease Property is shown for identification edged red on [the] Plan [•] and is known as [].

2. Areas included in the Authority Lease Property**2.1 The Authority Lease Property includes:**

- (A) any Conduits within the boundary of any building on the Authority Lease Property which exclusively serve them and which do not form part of the public mains; and
- (B) all landlord's fixtures; and
- (C) all Alterations, except to the extent that they comprise tenant's fixtures.

2.2 The Authority Lease Property excludes:

- (A) any Conduits not within the boundary of any building and Conduits within the Authority Lease Property which do not exclusively serve them and which (in either case) do not form part of the public mains; and
- (B) all tenant's fixtures and chattels.

PART 2 : RIGHTS GRANTED TO THE TENANT**1. Conduits**

- 1.1 The right to the passage of Utilities through any Conduits which serve the Authority Lease Property which do not form part of the public mains.
- 1.2 The right to enter onto the Authority Site to connect into existing telecommunications Conduits of the Landlord in a position approved by the Landlord (such approval not to be unreasonably withheld) subject to all such works being carried out in a good and workmanlike manner and the Tenant making good all damage caused to the Authority Site.
- 1.3 Where any telecommunications Conduits or other conduits of whatever nature for the transmission of data installed by the Tenant fall into disrepair the right on reasonable notice (except in emergency) to the Authority at all reasonable times to enter onto the Authority Site and carry out necessary repairs to such Conduits. All works carried out under this paragraph 1.3 shall be carried out in a good and workmanlike manner and the Tenant shall make good any damage caused to the Authority Site.
- 1.4 Subject always to the provisos to this paragraph 1.4 the right:
- (A) To use and if required expand and modify the existing underlying passive infrastructure (cabinets, structured cabling, fibre optic cabling and any associated ducting), within the Authority Lease Property or Authority Site and also if required, to install and/or upgrade the cabinet uninterrupted power supply which is utilised by the Landlord's existing systems within the Authority Lease Property or Authority Site, in order to access the Tenant's operational systems and back office applications; and
 - (B) to install WAN circuits within the Authority Lease Property or Authority Site.
- The Landlord in each case exercising all reasonable endeavours to procure that its telecommunications providers co-operate with the Tenant in its exercise of this right:
- Provided That the Tenant shall
- (C) carry out all such works in a good and workmanlike manner and make good all damage caused; and
 - (D) comply with the Landlord's security requirements in relation to access to or use of the Landlord's systems or infrastructure: and
 - (E) in carrying out any such works and using such passive infrastructure, systems or WAN circuits the Tenant shall not interfere with or adversely impact any of the Landlord's passive infrastructure, networks, systems, software or devices or their use.

2. Rights of access

- 2.1 The right:

- (A) of access over the Common Parts for the purposes of access to and from the Authority Lease Property; and
- (B) to use any communal car parking areas which may from time to time be designated for use by the Authority; and
- (C) to use any delivery area or loading bay which the Landlord has designated for use by the Tenant for the purposes only of loading and unloading and delivering goods and equipment to and from the Authority Lease Property; and
- (D) to use the refuse disposal and collection areas within the Authority Site designated at any time for such use by the Landlord for the depositing of refuse ready for collection; and
- (E) in emergency only to use any fire escape routes within the Authority Site as the Landlord may designate.

3. **Car parking**

[to be included where agreed]

- 3.1 The exclusive right to use for the parking of not more than • private motor cars the • parking space[s] numbered • and shown edged • on Plan • or such alternative car parking spaces as the Landlord may from time to time designate in writing for the use of the Tenant.

4. **Support**

- 4.1 The right of support, shelter and protection for the Authority Lease Property from the remainder of the Authority Site.

5. **Signs**

5.1 **On Authority Site**

The right to have the name of the Tenant and the location of the Authority Lease Property displayed in such manner and in such place as the Landlord may reasonably designate [at the main entrance to the Authority Site/Building].

5.2 **On the Authority Lease Property**

The exclusive right to display on the Authority Lease Property a sign or signs stating the Tenant's name and business of such nature and size and in such position as the Landlord may reasonably determine.

6. **Building**

[Where part only of a building is leased, include rights as may be agreed over common areas within the Building.]

PART 3 : RIGHTS RESERVED TO THE LANDLORD AND OTHERS**1. Conduits and Services****1.1 To use the Conduits**

The right to the passage of Utilities through any Conduits which may at any time be in, under or over the Authority Lease Property for the benefit of the Authority Site and any Adjoining Premises.

1.2 To create new Conduits

The right to create any new services or easements in, under or over the Authority Lease Property for the benefit of the remainder of the Authority Site and any Adjoining Premises and to connect into and use any existing Conduits in, under or over the Authority Lease Property provided that the Landlord causes as little damage and inconvenience as reasonably practicable in the exercise of these rights and makes good any physical damage caused to the Authority Lease Property.

2. The Authority Site and Adjoining Property**2.1 Rights to use the Authority Site and Adjoining Property**

The right to build, alter, clean, decorate, demolish, develop, rebuild, renew, repair and carry out any other works upon and otherwise use or deal with any part of the Authority Site and any Adjoining Property in such manner and for any purpose as the person exercising the right thinks fit provided that the ability of the Tenant to provide the services at reasonable cost is not thereby materially adversely affected.

2.2 Exercise of the rights

In exercising the rights in paragraph 2.1 of Part 3 of this Schedule 1 the person doing so may:

- (A) oversail cranes over the Authority Lease Property for the duration of the works being carried out; and
- (B) build on or into any external wall of the Authority Lease Property; and
- (C) erect scaffolding against any external wall of the Authority Lease Property for the duration of the works being carried out.

2.3 No claims

The Tenant shall not be entitled to claim against the Landlord or any other person for any obstruction to the passage of light and air to the Authority Lease Property or for any nuisance arising from the exercise of the rights in this paragraph 2.

3. Entry on to the Authority Lease Property**3.1 Rights reserved**

The right at any time to enter onto and remain upon the Authority Lease Property with or

without plant, machinery and equipment:

- (A) to exercise the rights reserved in Part 3 of this Schedule 1; and
- (B) to carry out any works in respect of any easements or services benefiting the Authority Lease Property, the remainder of the Authority Site or any Adjoining Property; and
- (C) to view the state and condition of the Authority Lease Property or the remainder of the Authority Site including, where necessary, opening up any part of the floors, ceilings and walls of the Authority Lease Property; and
- (D) to remedy any breach of the Tenant's Covenants; and
- (E) to carry out any repairs, decoration, cleaning or other works which should or may be carried out by the Landlord whether under this Lease or otherwise or in connection with the provision of the Services; and
- (F) to carry out any repairs, decoration, cleaning or other works to the remainder of the Authority Site and any Adjoining Property; and
- (G) in connection with any requirements of the insurers; and
- (H) to value the Authority Site whether for insurance purposes or otherwise; and
- (I) to prepare for the disposal of the Landlord's interest in the Authority Lease Property or the Authority Site or, in the last six months of the Term, the re-letting of the Authority Lease Property; and
- (J) to affix on the exterior of the Authority Lease Property notices for the sale of the Authority Site or, in the last six months of the Term, the re-letting of the Authority Lease Property so long as there is no material obstruction of the access of light and air to the Authority Lease Property.

3.2 **Exercise of the rights**

On the exercise of any rights of entry on to the Authority Lease Property, the person entering shall give reasonable prior notice to the Tenant unless the rights need to be exercised in an emergency, cause as little damage and inconvenience as reasonably practicable in the exercise of the rights and make good any physical damage caused to the Authority Lease Property in the exercise of those rights.

4. **Support**

The right of support, shelter and protection from the Authority Lease Property for the remainder of the Authority Site and any Adjoining Property.

5. **Rights of Escape**

The right in common with the Tenant in cases of emergency only to use any fire escape routes within the Authority Lease Property designated by the Landlord for use as a means of escape in case of fire.

PART 4 : TITLE MATTERS

1. The rights contained in entries • to • of the Property Register and • to • of the Charges Register of Title Number • as existing at the date of this Lease.

IN WITNESS whereof the Corporate Seal
of the Secretary of State for Defence has
been hereunto affixed the day and year first
before written

THE CORPORATE SEAL of)
THE SECRETARY OF STATE)
FOR DEFENCE hereto)
affixed is hereby authenticated by)

Authorised Signatory

SIGNED as a deed by [•])
acting by [a][two] director[s])
[and its Secretary])

Director
[Secretary/Director]

EXECUTED as a deed by [Company]
acting by [name of director],
a director, in the presence of:

Signature of witness:
Name of witness:
Address of witness:
Occupation of witness:

SCHEDULE 36: ENVIRONMENT, HEALTH AND SAFETY**1. Definitions**

1.1 In this schedule, the following expressions shall have the following meanings:

<u>"Agreement on Liabilities"</u>	has the meaning given to it in paragraph 11.2 of this schedule 36;
<u>"Asbestos Containing Material" ("ACM")</u>	has the meaning given to it in paragraph 8 (<i>Asbestos</i>) of this schedule 36;
<u>"Asbestos Exposure Liability"</u>	any liabilities, losses, damages, costs and expenses suffered or incurred by the DP in compliance with or making due payment under any interim or final judicial or administrative decree, judgment, injunction, order, settlement or formal written notice served on DP relating to the actual or alleged exposure to asbestos by any current or former employees during the course of his employment with the Authority;
<u>"Asbestos Regs"</u>	has the meaning given to it in paragraph 8 (<i>Asbestos</i>) of this schedule 36;
<u>"Contaminated Land Regime"</u>	Part IIA of the Environmental Protection Act 1990 as may be substituted or amended from time to time;
<u>"Contamination"</u>	means any discharge, release, spillage, leakage, escape, deposit, presence or disposal of any Hazardous Substances at, on, in or under the Authority Lease or Licence Property, Authority Site or any New Location or any emanation or migration from any such location including (for the avoidance of doubt) any Hazardous Substance at on or under any Off-Site Property;
<u>"Covered Loss"</u>	has the meaning given to it in paragraph 19.1 of this schedule 36 (<i>Environment, Health and Safety</i>);
<u>"DEFRA"</u>	means Department for Environment, Food and Rural Affairs;
<u>"DP Contamination"</u>	means any Contamination first present at the Authority Lease or Licence Property during Risk Transfer Term but excluding any such Contamination that the DP can demonstrate to the reasonable satisfaction of the Authority was caused by an Authority Related Party;
<u>"Development"</u>	means the construction or erection of any building or structure or extension of any existing building at the Authority Lease or Licence Property or Authority Site requiring express planning permission;
<u>"EHS Law"</u>	all current and future laws, statutes, regulations, common law, case law, codes of practice and circulars, in each case having the force of law and binding effect in the United Kingdom concerning Contamination, the prevention of pollution of land water or the atmosphere including the