

DATED

2021

LEASE

in respect of property known as

High G Training and Test Facility, RAF Cranwell, Rauceby Lane,

Cranwell, Sleaford NG34 8GR

between

(1) THE SECRETARY OF STATE FOR DEFENCE

and

(2) THALES UK LIMITED



**Defence
Infrastructure
Organisation**

DATE

2021

PARTIES

- (1) Secretary of State for Defence c/o Defence Infrastructure Organisation, First Floor,
Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambridgeshire PE28 2EA
- (2) Thales UK Limited (Company number 00868273) of 350 Longwater Avenue, Green Park,
Reading, Berkshire RG2 6GF

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in Clause 1 apply:

The Landlord the Secretary of State for Defence c/o Defence Infrastructure Organisation, First Floor, Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambridgeshire PE28 2EA

The Tenant Thales UK Limited (Company number 00868273) of 350 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF

The Site ALL THAT land and buildings known as The High G Training and Test Facility, RAF Cranwell, Sleaford, NG34 8GR as shown edged red on the Plan but excluding (a) the Aquatrine Premises (b) the Landlord's Conduits (but for the avoidance of doubt including the Tenant's Conduits) (c) Government Furnished Assets as defined in the Contract (d) the Landlord's Water and Sewerage Conduits (but for the avoidance of doubt including the Tenant's Water and Sewerage Conduits)

The Term A term of years commencing on the Commencement Date and expiring on 30 November 2024 (subject to determination as hereinafter provided in clause 8)

The Rent a peppercorn rent (if demanded)

The Commencement Date 1 December 2021

2. DEFINITIONS

2.1. For all purposes of this Lease the terms defined in this Lease shall have the meaning set out in the Contract save for as set out in this clause 2 below.

2.2. **"Aquatrine Premises"** the aggregate of each of the following areas of land:

2.2.1. each of the areas of land more particularly specified and described in Part 1 of the Fourth Schedule TOGETHER WITH all Landlord's Leased Assets the Landlord's Water and Sewerage Conduits Electricity Meters and/or Data Loggers situated in on under or through the same from time to time during the Term BUT EXCLUDING any Service Media (other than any Electricity Meters and/or Data Loggers) which may be situated within such land from time to time during the Term PROVIDED THAT if the whole of any Landlord's Leased Assets situated on the relevant land are below ground level then there shall be excluded from the land comprising the Aquatrine Premises (i) the land and the airspace and any structures above the highest point of any part of the structure of the Landlord's Leased Assets situated therein (ii) any part of such land below the lowest depth of any part of the structure of the Landlord's Leased Assets situated therein (but including the foundations of such structure); and (iii) any part of such land lying outside the envelope of the structure of the Landlord's Leased Assets AND the extent of the demise is illustrated (by way of example) by the schematic annotated diagram annexed to this Lease;

2.2.2. each other area of land in under or through which any Landlord's Leased Assets are situated at the date hereof TOGETHER WITH all Landlord's Leased Assets situated in on under or through the same from time to time during the Term AND TOGETHER WITH all Landlord's Water and Sewerage Conduits and/or Electricity Meters and/or Data Loggers which may be situated within the envelope of the structure of any Landlord's Leased Assets from time to time during the Term BUT EXCLUDING any Service Media (other than any Electricity Meters and Data Loggers) which may be situated within such land from time to time during the Term PROVIDED THAT if the whole of any Landlord's Leased Assets situated on the relevant land are below ground level then there shall be excluded from the Aquatrine Premises (i) the land and the airspace and any structures above the highest point of any part of the structure of the Landlord's Leased Assets situated therein; (ii) any part of such land below the lowest depth of any part of the structure of the Landlord's Leased Assets situated therein (but including the foundations of such structure) and (iii) any part of such land lying outside the envelope of the structure of the Landlord's Leased Assets AND the extent of the demise is illustrated (by way of example) by the schematic annotated diagram annexed to this Lease.

- 2.3. **"Building"** means the building or buildings forming part of the Site
- 2.4. **"Common Minimum Standards"** means the OGC Common Minimum Standards for the Built Environment.
- 2.5. **"Conduits"** means the Tenant's Conduits and the Landlord's Conduits but for avoidance of doubt excluding the Landlord's Water and Sewerage Conduits and the Tenant's Water and Sewerage Conduits.
- 2.6. **"Contract"** means the Contract entered into by the Landlord and the Tenant on 1 December 2021 (Ref: FsASTC/00114 - High G Training and Test Facility) for the provision of the Services.
- 2.7. **"Contractor's Obligations"** means the obligations of the Tenant arising from or in connection with the Contract.
- 2.8. **"Data Logger"** means an item of measuring equipment (together with necessary housings and appliances and associated supervising control and data acquisitions software and/or hardware systems or telemetry or other electronic data transmission equipment) installed within the area in respect of which the WS Services are to be provided and used to record the amount of electricity consumed by the Tenant or volumes of water.
- 2.9. **"Declaration"** means the statutory declaration made in accordance with section 38(3)(b) of the 1954 Act by the Tenant acknowledging service of the Notice before the date of the Contract.
- 2.10. **"Deed of Grant"** means the Deed of Grant dated 20 April 2017 and made between The Secretary of State for Defence (1) and Western Power Distribution (East Midlands) plc (2) and registered on the Landlords freehold title LL275794.
- 2.11. **"Default Rate"** means 4% above the base rate from time to time of Lloyds TSB Bank plc or (if not available) such comparable rate of interest as the Landlord shall reasonably require.
- 2.12. **"Development"** has the meaning given by section 55 of the Town and Country Planning Act 1990.
- 2.13. **"Electricity Meter"** means an item of measuring equipment (together with necessary housings and appliances and associated supervising control and data acquisitions software and/or hardware systems or telemetry or other electronic data transmission equipment) installed within the area which the WS Services are to be provided and used to measure the amount of electricity consumed by the Tenant.

2.14. **"Equipment"** means:

2.14.1. **Training and Test Equipment** — The Human Centrifuge Training Equipment as delivered by the Tenant under the Contract

2.14.2. **Infrastructure** - The infrastructure as delivered by the Tenant under the Contract.

2.15. **"Insured Risks"** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot and civil commotion.

2.16. **"Landlords' Conduits"** means all pipes sewers drains ducts conduits downpipes gutters wires cables channels watercourses flues trunking and other conducting media and ancillary apparatus for the passage or transmission of soil water gas electricity air smoke light information or other matters above below or passing through the Retained Land and serving the Site but excluding the Tenant's Conduits and the Water and Sewerage Conduits.

2.17. **"Landlord's Leased Assets"** means:

2.17.1. assets of the types or within the categories listed in Part 2 of the Fourth Schedule in respect of which the Landlord enjoys a freehold or leasehold interest which are being or have been used by or on behalf of the Landlord on or prior to the date hereof to provide the WS Services to the Site and/or any customer to whom the Landlord provides the WS Services in England and Wales; and

2.17.2. any other water sewage and surface water disposal assets which are situated within the Site in respect of which the Landlord enjoys a freehold or leasehold interest which are being or have been used by or on behalf of the Landlord on or prior to the date hereof to provide the WS Services to the Site and/or any customer to whom the Landlord provides the WS Services in England and Wales

(including any such assets which are or become disused redundant stopped up or not in operation as such assets may be modified extended or added to by or on behalf of the Landlord) but excluding:

2.17.3. Tenants Water and Sewerage Conduits and the Conduits,

2.17.4. any firefighting sprinkler systems and associated pipes pumps storage tanks storage facilities and pumping stations exclusively serving them; and

2.17.5. any assets vested in the appropriate highway authority internal drainage board local authority Statutory Undertaker or other third party.

2.18. **"Landlord's Water and Sewerage Conduits"** means all

in relation to water including (potable water and non-potable water):

- 2.18.1. pipes (including service pipes and controls) and water systems relating to the transfer supply or distribution of raw water non-potable water (including grey water and sea water) and potable water including cable ducts fire hydrants hydrant marker posts and signs washouts pressure and flow control valves flow controlling and/or measurement apparatus and appurtenant chambers;
- 2.18.2. stopcocks;
- 2.18.3. connections between service pipes and mains; and
- 2.18.4. equipment and structures (including protective structures) accessory to any of the foregoing

within the Site or the Retained Land which are being or have been used by or on behalf of the Landlord on or prior to the date hereof to provide WS Services to the Site and/or any customer to whom the Landlord provides the WS Services in England and Wales including any of the items referred to in paragraphs (a) to (d) of this definition which are or may become disused redundant stopped up or not in operation from and including the source of supply of the water (whether from an abstraction point, a water treatment plant a Statutory Undertaker or other third party supply or otherwise) up to and including each Point of Water Supply within any Retained Land and/or the Site as such assets may be modified extended or added to by or on behalf of the Landlord but excluding:

- (a) the Tenant's Water and Sewerage Conduits and the Conduits;
- (b) any assets vested in the appropriate local authority Statutory Undertaker or other third party; and
- (c) any firefighting sprinkler systems and associated pipes pumps storage tanks storage facilities and pumping stations exclusively serving such boreholes.

in relation to sewerage:

- 2.18.5. pipes sewers and cable ducts relating to the collection transfer and/or control of sewage wastewater and surface water including bedding surrounds and haunches. access chambers, manholes, gullies, inspection chambers, covers, gratings, interceptors and other pollution controlling devices, screens, valves, sluices and other flow controlling devices including appurtenant chambers;
- 2.18.6. drains, French drains, watercourses, ditches, culverts, outfalls, streams and similar things including the appurtenant interceptors and other pollution control devices;
- 2.18.7. soakaways (excluding fenced soakaways); and
- 2.18.8. equipment and structures (including protective structures) accessory to any of the foregoing

within the Site or the Retained Land which are being or have been used by or on behalf of the Landlord on or prior to the date hereof to provide WS Services to the Site and/or any customer to whom the Landlord provides the WS Services in England and Wales including any of the items referred to in paragraphs (a) to (d) of this definition which are or may become disused redundant stopped up or not in operation from and including each Point of Sewage Receipt or Point of Water Supply up to the point at which the Landlord's responsibility for the relevant system ceases (whether vested in the appropriate local authority Statutory Undertaker or other third party as such assets may be modified, extended or added to by or on behalf of the Landlord) but excluding

- (a) the Tenant's Water and Sewerage Conduits and the Conduits,
- (b) any assets vested in the appropriate highway authority internal drainage board local authority Statutory Undertaker or other third party;
- (c) any natural or agricultural land drainage system into which surface water discharges or drains; and
- (d) any soil stacks or rain-water downpipes on the external face of the Building.

2.19. **"Month"** means a calendar month.

2.20. **"Notice"** means the notice served by the Landlord on the Tenant pursuant to section 38A(3)(a) of the 1954 Act in relation to the tenancy created by this Lease.

2.21. **"Officer Commanding"** means the military officer commanding the Retained Land or such other person as the Landlord may from time to time appoint to manage the Retained Land.

2.22. **"Operating Procedures"** means the operating procedures as set out in Appendix 1 to Contract Annex A — High G Training and Test Capability Site Data Pack issue 2.1 of the Contract which shall also include the RAF Cranwell 4Cs Health and Safety Brief for Visitors and Contractors or such other documents as may exist from time to time.

2.23. **"Permitted Use"** means a Centre for High G Centrifuge Training and Testing.

2.24. **"Plan"** means the plan annexed to the Lease.

2.25. **"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made under such statute or statutes.

2.26. **"Point of Fire Fighting Supply"** in relation to the supply of water (including potable and non-potable water and sea water) for firefighting purposes:

2.26.1. a hydrant or similar outlet for firefighting purposes within the Site; or

- 2.26.2. an emergency water supply or storage facility or firefighting sprinkler storage tank or storage facility within the Site; or
- 2.26.3. in respect of a hydrant or similar outlet or emergency water supply or storage facility of any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales, the point to which the Landlord, has a responsibility (whether legally binding or not and including pursuant to an easement), from time to time, to supply water or allow the supply of water, for firefighting purposes pursuant to the relevant contract with any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales (if different from the points identified in (2.26.1 or 2.26.2);

but excluding any hydrant or similar outlet for firefighting purposes which are the responsibility of the relevant local authority.

2.27. **"Point of Sewage Receipt"** means.

in relation to the receipt of foul sewage:

- 2.27.1. in respect of a building or similar structure:
 - (a) the external face of the structure at the location of the service conduit whether above or below ground (or the point on the service conduit vertically aligned with the edge of the foundation of the building or structure where that foundation extends beyond the external face of the building or structure); or
 - (b) without an external face at the location of the service conduit, the point on the service conduit vertically beneath the extreme edge of the roof of the structure (or the point on the service conduit vertically aligned with the edge of the foundation of the building or structure where that foundation extends beyond the extreme edge of the roof); or
 - (c) without either an external face or roof, the vertical extremity of the structure whether above or below ground or where the foundation of the building or structure extends beyond the extreme edge of the building, structure or roof of the building or structure, the point on the service conduit vertically aligned with the extreme edge of the foundation of the building, structure or roof; or
 - (d) in respect of external facilities, paved areas, slabs and hard standings, the point on the surface of the ground at which sewage enters the relevant system (including tank and aircraft washdown facilities).
- 2.27.2. in respect of a building or similar structure of any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales, any point at which the Landlord has a responsibility (whether legally binding or not and including pursuant to an easement), from time to time, to receive and/or dispose of or allow the receipt and/or disposal of, foul sewage pursuant to the relevant contract of any customer to whom the

Landlord has a responsibility to provide the WS Services in England and Wales (if different from the point identified in paragraph 2.27.1 (a) or (b); or

- 2.27.3. such other point as is identified by or on behalf of the Landlord in respect of a building or similar structure within the Site.

in relation to the receipt of surface water:

- 2.27.4. in respect of any pipe, drain or other man made item forming that part of the Landlord's Water and Sewerage Conduits receiving, collecting, removing or disposing of surface water, each point within the Site at which surface water first enters such part of the system; or
- 2.27.5. in respect of any natural water course which forms part of the Landlord's Water and Sewerage Conduits, each point within the Site at which surface water enters such part of the system; or
- 2.27.6. in respect of surface water from premises of any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales, any point at which the Landlord has a responsibility (whether legally binding or not and including pursuant to an easement), from time to time, to receive or allow the receipt of, surface water pursuant to the relevant contract of any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales (if different from the point identified in paragraphs (a) or (b)).

2.28. **"Point of Water Supply"** means:

- 2.28.1. in respect of a building or similar structure within the Site:

- (a) the external face of the structure at the location of the service conduit, whether above or below ground (or the point on the service conduit vertically aligned with the edge of the foundation of the building or structure where that foundation extends beyond the external face of the building or structure); or
- (b) without an external face at the location of the service conduit, the point on the service conduit vertically beneath the extreme edge of the roof of the structure (or the point on the service conduit vertically aligned with the edge of the foundation of the building or structure where that foundation extends beyond the extreme edge of the roof); or
- (c) without either an external face or roof, the vertical extremity of the structure whether above or below ground or where the foundation of the building or structure extends beyond the extreme edge of the building, structure or roof of the building or structure, the point on the service conduit vertically aligned with the extreme edge of the foundation of the building, structure or roof.

Subject to paragraphs (a) (b) and (c) above, in respect of any facility not within a building or similar structure within the Site:

- 2.28.2. in cases where there is no standpipe at the final point of receipt of the water, the point at which the pipe supplying that facility breaks the surface of the ground, paved area, slab or hard standing immediately before the final point of receipt of the water;
- 2.28.3. in cases where there is a standpipe at the final point of receipt of the water at that facility, the bit tap for that standpipe;
- 2.28.4. in respect of a building or similar structure or facility of any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales, any point to which the Landlord has a responsibility (whether legally binding or not and including pursuant to an easement), from time to time, to supply potable water or allow the supply of potable water, pursuant to the relevant contract with any customer to whom the Landlord has a responsibility to provide the WS Services in England and Wales (if different from the point identified in paragraph (a) or (b)); or

2.28.5. any relevant Point of Fire Fighting Supply

2.29. **"Retained Land"** means any adjoining or nearby land or premises for which the Landlord holds the freehold or leasehold title as at the date of the Contract.

2.30. **"Service Media"** means all sewers drains mains pipes cisterns tanks meters gullies culverts gutters conduits ducts flues watercourses channels subways wires cables sprinkler systems alarm and security systems and other conducting media of whatsoever nature other than Electricity Meters and Data Loggers BUT EXCLUDING (a) any such items which shall from time to time be adopted by a public utility company and (b) any such items which are part of the Landlord's Water and Sewerage Conduits.

2.31. **"Site Data Pack"** means the information detailing and relating to the Site available for development under the Contract. This is held at Appendix 1 to Contract Annex A — High G Training and Test Capability Site Data Pack issue 2.1.

2.32. **"Statutory Undertaker"** means a company appointed as a water and/or sewerage undertaker in accordance with the provisions of the Water Industry Act or the Water Act 1989.

2.33. **"Tenant's Conduits"** means all pipes sewers drains ducts conduits downpipes gutters wires cables channels watercourses and trunking and other conducting media and drainage apparatus above below or passing through the Site and exclusively serving the Site.

2.34. **"Tenant's Water and Sewerage Conduits"** means all:

- 2.34.1. pipes sewers cable ducts and water systems relating to:

- (a) the collection, transfer and/or control of sewage wastewater and surface water including bedding surrounds and haunches access chambers manholes gullies inspection chambers covers gratings interceptors and other pollution controlling devices screens valves sluices and other flow controlling devices including appurtenant chambers; or
- (b) the transfer supply or distribution of water (including without limitation potable water) including fire hydrants hydrant marker posts and signs washouts pressure and flow control valves flow control and/or measurement apparatus and appurtenant chambers;

2.34.2. drains french drains watercourses ditches culverts outfalls streams and similar things including the appurtenant interceptors and other pollution control devices;

2.34.3. soakaways;

2.34.4. stopcocks;

2.34.5. connections between such pipes referred to in paragraph (a) and mains; and

2.34.6. equipment and structures (including protective structures) accessory to any of the foregoing;

within and exclusively serving the Building and above below or passing to (and from) the Building to (and from) the Point of Sewage Receipt or Point of Water Supply.

2.35. **"Uninsured Risks"** means risks of loss or damage which the Tenant has not insured against in accordance with its obligations in this Lease due to insurance against such risks not being ordinarily and reasonably capable of being arranged with a reputable insurer and any other risks against which insurance is not taken out..

2.36. **"WS Services"** any or all of:

2.36.1. water abstraction, treatment, supply distribution and related services; and/or

2.36.2. sewerage and/or sewage (including surface water and trade effluent) receipt, collection, removal, treatment, disposal, recycling and related services.

2.37. **"Water and Sewerage Conduits"** means the Landlord's Water and Sewerage Conduits and the Tenant's Water and Sewerage Conduits.

2.38. **"Water Industry Act"** means the Water Industry Act 1991 and any regulations, orders, directives, requirements or delegated or secondary legislation made under it.

2.39. **"1954 Act"** means the Landlord and Tenant Act 1954.

3. INTERPRETATION

- 3.1. The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title and any permitted assigns.
- 3.2. Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such Party are deemed to be made by or with such persons jointly and severally.
- 3.3. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 3.4. References to "the expiration of the Term" include any other determination of the Term.
- 3.5. References to any right of the Landlord to have access to the Site and any covenant on the part of the Tenant to permit access shall be construed as extending to all persons authorised by the Landlord (including servants agents professional advisers contractors workmen visitors and others).
- 3.6. Any covenant by the Landlord or the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or knowingly suffer such act or thing to be done by another person.
- 3.7. References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord.
- 3.8. References to "Party" means either the Landlord or the Tenant and references to "Parties" means both the Landlord and the Tenant.
- 3.9. Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statutes" includes any regulation or order made under such statute or statutes.
- 3.10. References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered.
- 3.11. The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.
- 3.12. For the purposes of and to the extent required under Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms and conditions (including the definitions) in the Contract referred to in this Lease shall be deemed to be incorporated herein by reference.

4. THE CONTRACT

- 4.1. The Landlord and the Tenant have entered into the Contract and where there is any conflict between the Contract and this Lease except as otherwise specified the provisions of the Contract shall prevail to the extent of that conflict and to the extent possible without putting the Landlord in breach of an obligation to a third party or otherwise creating a liability on the part of the Landlord.

5. DEMISE

- 5.1. The Landlord demises to the Tenant with limited title guarantee ALL the Site SUBJECT to the matters mentioned in the First Schedule and TOGETHER with the benefit of the rights specified in the Second Schedule but EXCEPTING AND RESERVING to the Landlord the rights specified in the Third Schedule for the Term YIELDING AND PAYING to the Landlord the yearly rent of a PEPPERCORN (if demanded).

6. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord:

6.1. Rent

To pay all sums due under this Lease as rent.

6.2. Outgoings and VAT

To pay to the Landlord (if demanded):

- 6.2.1. all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Site or upon the owner or occupier of them in relation to the Site (or a fair proportion of any rates taxes assessments duties charges impositions and outgoings which are charged assessed or imposed on the Site together with other property) excluding any payable by the Landlord occasioned by receipt of the rent or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this Lease PROVIDED THAT the Landlord will remain responsible for the payment of all utilities and any business rates whilst the Site is included in the overall ratings assessment for RAF Cranwell, Rauceby Lane, Cranwell, Sleaford NG34 8GR, and

- 6.2.2. Value Added Tax (or any tax of a similar nature based on turnover levied on supplies that may be substituted for it or levied in addition to it) payable or chargeable in respect of any payment made by the Tenant under the terms of this Lease or in respect of any supply made by the Landlord to the Tenant under any of the terms of this Lease provided that the Landlord provides to the Tenant a valid VAT invoice addressed to the Tenant or a copy of a valid VAT invoice.

6.3. Repair

- 6.3.1. To keep the Site together with the fixtures and fittings in good repair and condition (save that the Tenant shall not be obliged to repair any damage caused by an Uninsured Risk), to clean the windows inside and outside as often as is necessary, and to keep the Site clean tidy safe and secure.
- 6.3.2. To maintain the Equipment in accordance with the terms of the Contract.
- 6.3.3. To keep the grounds of the Site maintained, including repair and maintenance of fencing.
- 6.3.4. To decorate the outside and the inside of the Building in the last year of the term in a colour to be approved by the Landlord.
- 6.3.5. To maintain any parking area within the Site.
- 6.3.6. Within 3 (three) Months after service upon the Tenant of a notice of disrepair or other breach of covenant for which the Tenant is liable (or immediately in case of emergency) to make good and if necessary renew the same and in default to permit the Landlord to execute the necessary work the reasonable cost of which (including any reasonable and properly incurred surveyors and other professional fees) shall be paid within 20 (twenty) Business Days of written demand to the Landlord by the Tenant.
- 6.3.7. Where necessary to renew the Tenant's Conduits and the Tenant's Water and Sewerage Conduits.

6.4. Condition of Site

- 6.4.1. Subject to the repair obligations in this Lease and except as otherwise expressly provided the Tenant shall take the Site in its state and condition in all respects as at the Commencement Date and nothing in this Lease or otherwise shall constitute or imply a warranty by or on the part of the Landlord as to the fitness and suitability of the Site or any part thereof for the performance of the Contractor's Obligations or for any other purpose
- 6.4.2. Except for the following:
 - (a) any Unknown Artificial Obstruction (as defined in the Contract);
 - (b) pressure waves caused by the speed of aircraft or other aerial devices;
 - (c) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - (d) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly (including any nuclear component); and
 - (e) ground conditions and contamination

the Site shall be the sole responsibility of the Tenant and accordingly (but without prejudice to any other obligation of the Tenant under the Contract) the Tenant shall be deemed to have:

- (i) carried out a ground physical and geophysical investigation and to have inspected and examined the Site and its surroundings and (where practical) any existing structures or works on over or under the Site;
- (ii) satisfied itself as to the condition of the Site the ground and the subsoil the form and nature of the Site the loadbearing and other relevant properties of the Site the risk of injury or damage to property affecting the Site the nature of any materials (whether natural or otherwise) to be excavated and the nature of any design works and materials necessary for the performance of the Contractor's Obligations;
- (iii) satisfied itself as to the adequacy of the means and rights of access to and through the Site and any accommodation it may require for the purposes of fulfilling the Contractor's Obligations (such as additional land or buildings outside the Site);
- (iv) satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the Landlord) with access to or use of or rights in respect of the Site with particular regard to the owners of adjoining properties; and
- (iv) satisfied itself as to the precautions times and methods of working necessary to prevent any nuisance or interference whether public or private being caused to third parties.

6.4.3. The Tenant accepts full responsibility for all matters referred to in this clause 6.4 (Condition of Site) and the Tenant shall not be entitled to make any claim against the Landlord of any nature whatsoever on any grounds including the fact that incorrect or insufficient information on any matter relating to the Site was given to it by any person.

6.5. Alterations

6.5.1. Save as provided in the Contractor's Obligations not to make any structural alteration or addition to the Site without prior written approval from the Landlord (which shall not be unreasonably withheld or delayed) Provided that it shall not be unreasonable for the Landlord to withhold consent if such alterations do not comply with the MOD Sustainable Development Policy as summarised in JSP 850 (or as further revised or replaced) and the Common Minimum Standards.

6.5.2. Not to connect into interfere with or divert the Conduits or the Water and Sewerage Conduits without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) except no consent is required for any Tenant's Conduits to be laid or installed by the Tenant nor where such connection interference or

diversion is permitted pursuant to the exercise of the rights set out in the Second Schedule to this Lease.

- 6.5.3. Not without the consent of the Landlord which shall not be unreasonably withheld to sell or dispose of any earth clay sand gravel chalk or other material from the Site or permit or suffer the same to be removed except so far as shall be necessary for the proper execution of the Contractor's Obligations.
- 6.5.4. At the Tenant's sole cost to transport all surplus materials arising from approved works and arrange for the tipping of the same at such places as may lawfully be used for tipping and the Tenant shall ensure that such materials shall not cause or give rise to pollution of the environment as defined by section 29 Environmental Protection Act 1990.
- 6.5.5. To provide adequate retaining and supporting walls and any other necessary works to support any adjoining property during the carrying out of any approved works as part of the Contractor's Obligations.
- 6.5.6. To ensure that all vehicles leaving the Site are adequately cleaned to prevent the deposit of waste materials and debris on any adjoining property including the Retained Land and if any such material or debris is so deposited the Tenant shall forthwith employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such property to the reasonable satisfaction of the owners or occupiers.
- 6.5.7. In accordance with the timetable for the fulfilment of the Contractor's Obligations to clear from the Site to the reasonable satisfaction of the Landlord all temporary structures rubbish and all building and surplus material and equipment of the Tenant and in default the Landlord shall be entitled to employ an alternative contractor to clear them and shall be entitled to be reimbursed by the Tenant for any costs reasonably incurred in clearing or procuring the clearing of them.

6.6. Site Utilities

- 6.6.1. The Tenant shall:
 - (a) be responsible for determining the location of and make and rely upon all necessary investigations and surveys as to the Conduits and the Water and Sewerage Conduits;
 - (b) pay to all relevant authorities or undertakings all costs and expenses incurred in diverting disconnecting connecting into or otherwise carrying out works in respect of the Tenant's Conduits and the Tenant's Water and Sewerage Conduits; and
 - (c) otherwise do all that is required in relation to the Tenant's Conduits and the Tenant's Water and Sewerage Conduits as a result of the Contractor's Obligations.

6.7. Use

- 6.7.1. Not to discharge into any Conduits or any Water and Sewerage Conduits any oil grease or other deleterious matters or any substance which might be or become a source of danger or injury to the systems into which such matter is released.
- 6.7.2. Not to use the Site otherwise than for the Contractor's Obligations and in accordance with the provisions of the Contract (including without limitation Part 20 and the Operating Procedures) and the provisions of this Lease.
- 6.7.3. Not to deposit or manufacture on the Site any materials which are not required for the carrying out of the Contractor's Obligations.
- 6.7.4. Not to cause any material disruption to the operations or activities carried out by the Landlord on or at the Retained Land or any of the Landlord's legal duties or other functions.
- 6.7.5. Not to store materials or park vehicles in the immediate external vicinity of the boundaries of the Site other than for reasonable periods necessary for loading and unloading or as agreed with the Landlord in respect of the Retained Land.
- 6.7.6. Not to discharge any oil grease or deleterious dangerous poisonous explosive or radioactive matter from the Site into any rivers or any ditches on the Site and/or any adjoining property (including the Retained Land) and not to permit or suffer the blockage of any of such rivers or ditches by reason of anything done or omitted on the Site by the Tenant and to comply at the Tenant's expense with any requirements of the Environment Agency or any other relevant authority so far as such requirements relate to or affect the Contractor's Obligations.
- 6.7.7. To take all necessary steps in accordance with applicable legislation and all relevant policies of the Landlord (including DEFSTAN 00-56) with regard to ensuring that there is no adverse impact on the health and safety of all:
 - (a) occupants of the Site,
 - (b) individuals invited onto the Site; and
 - (c) occupants of adjoining properties including the Retained Land.

6.8. Signs

Not to erect any signs in upon or near the Site without the written consent of the Landlord.

6.9. Statutory obligations and notices

- 6.9.1. Not to use or occupy the Site otherwise than in compliance in all respects with the provisions of any legislation (including without limitation each of the Planning Acts) insofar as such legislation relates to the Tenant's use and occupation of the Site.
- 6.9.2. Not to do in or on the Site any act or thing by reason of which the Landlord may under any legislation incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses.

6.10. Planning

- 6.10.1. Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and not to make any application for planning clearance or planning permission without the previous consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 6.10.2. Subject only to the Contract and to any statutory direction to the contrary to pay and satisfy any charge or levy that may be imposed under the Planning Acts in respect of the commencement or continuance of the use of the Site by the Tenant for the purposes of the Contract the Project and the delivery of services to Third Parties or otherwise.
- 6.10.3. Notwithstanding any consent which may be granted by the Landlord under this Lease and subject always to the Contract not to carry out or make any Development or any change of use until:
 - (a) all necessary notices under the Planning Acts have been served and copies produced to the Landlord;
 - (b) all necessary clearances or permissions under the Planning Acts have been obtained by the Tenant and produced to the Landlord, and
 - (c) the Landlord has acknowledged that in relation to the performance of the Contractor's Obligations every necessary planning clearance or permission produced under clause 6.10(c) is acceptable to the Landlord.
- 6.10.4. The Landlord may within 15 (fifteen) Business Days of production to the Landlord of a planning clearance or permission refuse to acknowledge acceptance of such planning clearance or permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the reasonable opinion of the Landlord be prejudicial to the Landlord's interest in the Site whether during or following the expiration of the Term Provided that such refusal does not prevent or adversely interfere with the Tenant's performance of the Contractor's Obligations. If the Landlord has failed to inform the Tenant that it withholds or

refuses such acknowledgement within that 15 (fifteen) Business Day period the Landlord shall be deemed to have acknowledged that in relation to the performance of the Contractor's Obligations the relevant planning clearance or permission produced under clause 6.10(c) is acceptable to the Landlord.

6.10.5. Subject to the Contract and unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

- (a) any works stipulated to be carried out to the Site by a date subsequent to expiration as a condition of any planning clearance or permission granted for any Development begun by the Tenant before the expiration of the Term; and
- (b) any Development begun upon the Site by the Tenant in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts.

6.10.6. Not to make any objection to any planning application made by the Landlord in relation to any part of the Retained Land.

6.11. Notices and entry by Landlord etc.

6.11.1. To supply to the Landlord a copy of any notice order direction licence consent or permission relating to the Site within 5 (five) Business Days of its receipt by the Tenant (or sooner if requisite having regard to the requirements thereof or the time limits stated therein) and at the Landlord's request to make or join the Landlord in making such objections or representations against or in respect of any such notice order or direction as the Landlord shall reasonably require.

6.11.2. To permit the Landlord after giving reasonable prior written notice (except in an emergency) to enter and view the Site or to exercise any of the rights excepted and reserved by this Lease but not so as to interfere adversely with the Contractor's Obligations.

6.12. Alienation

6.12.1. Subject to clauses 6.12.2 and 6.12.3 the Tenant shall not assign underlet charge (other than pursuant to the Financing Agreements) part with or share possession or occupation of all or any part of the Site nor hold the Site on trust for any other person.

6.12.2. The Tenant may without consent share occupation of the Site or a relevant part thereof with a company within the same group of companies (within the meaning of Section 42 of the Landlord and Tenant Act 1954) and such other parties as are

notified to the Landlord in advance and which require occupation for the purposes of performing the Contractor's Obligations provided such shared occupation creates no relationship of landlord and tenant between the Tenant and its authorised co-occupants.

- 6.12.3. The Tenant may assign any of its rights or novate or transfer any of its rights and obligations under this Lease or any part thereof without obtaining the consent of the Landlord if the proposed assignee novatee or transferee is the person or body to whom the Contract is assigned novated transferred or otherwise disposed of in accordance with the Contract.

6.13. Nuisance

- 6.13.1. Not to do nor allow to remain upon the Site anything which is or causes a legal nuisance disturbance inconvenience injury or damage to the Landlord or his tenants (other than the Tenant) or the owners or occupiers of any adjoining properties.
- 6.13.2. Not to use the Site for a sale by auction nor for any dangerous noxious or offensive trade business manufacture or occupation nor for any illegal or immoral (in the Landlord's reasonable opinion) act or purpose.

Provided that due performance of the Contractor's Obligations shall not constitute a breach of this clause 6.13.

6.14. Landlord's costs

To pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly incurred by the Landlord in relation to or incidental to:

- 6.14.1. every application made by the Tenant for a consent approval or licence required by the provisions of this Lease whether such consent approval or licence is granted or reasonably refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn: and
- 6.14.2. the recovery or attempted recovery of arrears of the sums due from the Tenant to the Landlord under this Lease.

6.15. Plans documents and information

If called upon to do so to produce to the Landlord all plans documents and other evidence as the Landlord may reasonably request in order to satisfy the Landlord that the Tenant has complied with the provisions of this Lease.

6.16. Covenants

6.16.1. To observe and/or comply with all title matters referred to in the First Schedule and to perform all covenants and conditions contained in the title documents listed in the First Schedule insofar as the same affect the Site and are still subsisting and remain in force and are not expressly assumed by the Landlord in this Lease and the Tenant shall indemnify the Landlord in respect of any loss suffered by the Landlord arising out of or in connection with a failure by the Tenant or any of its agents employees or subcontractors to observe and/or comply with such covenants and conditions:

6.16.2. To observe and comply with any third party rights (including public rights) which may exist from time to time in respect of land comprising and adjoining the Site and to ensure that the Contractor's Obligations are carried out in such a way as not to interfere with access to and use and occupation of public or private roads or footpaths by any person who is entitled to any such access use or occupation

6.17. Encroachments

To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Site and to notify the Landlord as soon as reasonably practicable after becoming aware of any such encroachment or easement being made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement.

6.18. Yield up

At the expiration (or sooner determination) of the Term:

6.18.1. to yield up the Site in accordance with the terms of the Contract and this Lease;

6.18.2. to give up all keys of the Site (or other means by which access is effected) to the Landlord;

6.18.3. to remove all signs erected by the Tenant on the Site; and

6.18.4. to remove from the Site all property and chattels belonging to or used by the Tenant but for the avoidance of doubt all Equipment shall remain on the Site in accordance with clause 9.6 of this Lease.

6.19. Registration

6.19.1. The Tenant shall not:

- (a) send this Lease or the Contract or a copy of either to the Land Registry or apply to register at the Land Registry any rights granted by this Lease and/or the Contract unless accompanied by any applications in Forms EX1 and EX1A required by the Landlord (and for these purposes the Landlord shall within ten Business Days of the Tenant's request provide the relevant completed forms or confirm that there are none); or
- (b) apply to note this Lease or the Contract or any rights granted or to be granted in either against any registered title of the Landlord other than by a Unilateral Notice or without prejudice to clause 6.19(a) as may be required by legislation.

6.19.2. If the Tenant shall have registered the Lease immediately after the expiration of the Term the Tenant shall at the option of the Landlord either:

- (a) make an application to close the registered title of the Lease and to remove any notice of the Lease and/or the Contract and the rights granted or reserved by either of them from any registered title and to ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly and to keep the Landlord informed of the progress and completion of its application; or
- (b) deliver to the Landlord this Lease and all other title documents relating to the Site and use all reasonable endeavours to assist the Landlord in closing the registered title of the Lease and in removing any notice of it and/or the Contract and the rights granted or reserved by either of them from any registered title.

6.20. Interest

If the Tenant shall fail to pay any moneys due under this Lease within 20 (twenty) Business Days of written demand the Tenant shall pay to the Landlord by way of additional rent interest at the Default Rate (as well after as before any judgment) on such moneys calculated from the day after the due date until and including the date of payment.

6.21. Management of the Retained Land and/or the Site

6.21.1. The Tenant shall:

- (a) not (save as provided for in the Contractors Obligations) erect any pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) or other matter or thing upon the Site unless the Tenant has first obtained the Landlord's prior written consent;
- (b) ensure that at all times the Landlord has written notice of the names and addresses and telephone numbers of at least one authorised keyholder of the Site;
- (c) not permit guns to be taken on to the Site by the Tenant's employees workmen or contractors:
- (d) not take dogs onto the Site or the Retained Land.

6.22. Third Party Insurance

6.22.1. The Tenant shall

- (a) effect insurance with a reputable insurance company against any third party public and occupier's liability risks in respect of the Site on such terms and for a sum of not less than Ten Million Pounds (£10,000,000.00) per claim.

6.23. Insurance

6.23.1 The Tenant must insure the Site and keep it insured against damage or destruction by the Insured Risks, in an amount equal to the full cost of rebuilding and reinstating the Property as new in the event of their total destruction including VAT, architects', surveyors' and other professional fees, fees payable on application for any permissions, the cost of debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses.

6.23.2 All insurance must be taken out in a substantial and reputable insurance office or with the underwriters and through the agency the Landlord from time to time approves, such approval not to be unreasonably withheld or delayed

6.23.3 The Tenant must:

6.23.3 (a) pay the premium and all other payments required to maintain the insurance and produce to the Landlord on demand a certificate of insurance or insurance broker's letter and the last premium renewal receipt;

6.23.3.(b) comply with all requirements of the insurers;

6.23.3 (c) not do or omit to do anything that could cause any insurance policy taken out in accordance with this lease to become invalidated or cease to have effect;

6.23.3.(d) give notice, as soon as reasonably possible, to the Landlord of anything that might affect any insurance policy taken out in accordance with this lease and of any destruction of or damage to the Site, whether or not caused by one or more of the Insured Risks.

6.23.4 If, and whenever, during the term created by this lease, the Site is damaged or destroyed by one or more of the Insured Risks:

6.23.4 (a) all money received under the property insurance the Tenant has to take out under this lease, with the exception of monies received relating to Tenant-owned contents or fittings, must be placed in an account of the Tenant and (if possible) the Landlord with the intention that the money may (with the Landlord's approval) be withdrawn as necessary to pay for rebuilding and reinstating the Site;

6.23.4 (b) the Tenant must use his reasonable endeavours to obtain the planning permissions and other permits and consents necessary to enable the Site to be rebuilt and reinstated in accordance with the plans, elevations and details as approved by the Landlord, such approval not to be unreasonably withheld, having regard to the statutory provisions, bye-laws and regulations affecting the Site and provided the approved plans, elevations and details are equivalent to the specification and condition of the Site prior to damage or destruction;

6.23.4 (c) as soon as reasonably practicable after all the necessary permissions, permits and consents have been obtained, the Tenant must rebuild and reinstate the Site in accordance with them, using good, sound and substantial materials that are to be subject to inspection and approval by the Landlord's surveyor, whose approval may not be unreasonably withheld or delayed, to the satisfaction in all respects of an independent surveyor;

6.23.4 (d) the Tenant is responsible for any deductible or excess in the insurance policy and must make up out of his own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy.

6.23.5 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Site shall be impossible due to the inability to obtain the

necessary planning or other consents or the Landlord provides written confirmation that rebuilding or reinstatement is not required:

6.23.5 (a) the Tenant's obligation to reinstate the Site contained in clause 6.23.4 shall no longer apply;

6.23.5 (b) the Tenant shall hold all proceeds of any insurance in respect of the Site on trust for the Landlord, with the exception of monies received relating to Tenant-owned contents or fittings, and the Tenant shall pay (in cleared funds) the Landlord such insurance proceeds within ten Working Days of the date of receipt of the proceeds of the insurance policy or within ten Working Days of the determination pursuant to clause 6.23.7 whichever is the later.

6.23.5 (c) either party may determine this lease by serving upon the other not less than one nor more than three months' notice in writing.

6.23.6 If this lease is determined under clause 6.23.5 the Term will absolutely cease on the expiry of such notice (but without prejudice to any rights or remedies that may have accrued to either party against the other).

6.23.7 Any dispute arising regarding this clause 6.23 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

6.24. Costs

Any breach by the Tenant of this Lease shall fall within the limits on the Tenant's liability pursuant to the DEFCON 76 provisions (Death and Personal Injury, Damage to Property and Third Party Claims) of the Contract.

7. THE LANDLORD'S COVENANTS

Subject to the Tenant observing and performing its obligations under this Lease and subject further to the other provisions of this Lease the Landlord covenants with the Tenant to:

7.1. Quiet Enjoyment

Permit the Tenant to hold and enjoy the Site without any interruption from or by the Landlord or any person acting for or on behalf of the Landlord or claiming under or in trust for the Landlord.

7.2. Operating Procedures

Subject to the provisions of the Contract comply at all times with the Operating Procedures.

7.3. Rates

The Landlord shall not make any proposal or application to alter the rateable value of the Property or that value as it appears on any draft rating list

7.4. Notice

Provide the Tenant with a copy of any notice from Western Power Distribution (East Midlands) plc of the intention to exercise their rights under the Deed of Grant as soon as is reasonable practicable after receipt, except in the case of emergency when no notice shall be required

7.5. Indemnity

Save where due to an act default or omission of the Tenant the Landlord will keep the Tenant indemnified (to the same extent but no more than the Landlord is indemnified) by reason of any default or negligence on the part of Western Power Distribution (East Midlands) plc in exercising the rights under the Deed of Grant PROVIDED THAT the Tenant shall:

- (a) as soon as possible notify the Landlord and Western Power Distribution (East Midlands) plc in writing about any claims or potential claims or actions of which the Tenant becomes aware;
- (b) permit the Landlord to have exclusive conduct of any matters arising under Clause 7.5(a);
- (c) take all necessary steps to mitigate its actual or potential loss arising out of or in connection with any matters arising under Clause 7.5(a); and
- (d) not admit liability in respect of, nor settle or compromise any such action or claim without the consent of the Landlord.

8. DETERMINATION

8.1. Either party may terminate this Lease forthwith upon expiry or termination of the Contract (for whatever reason) by service of written notice on the other of them which termination shall be without prejudice to rights of either party in relation to subsisting breaches of obligation.

8.2. If the Site is destroyed or damaged (whether in whole or in part) by any of the Uninsured Risks so as to make the Site unfit for the Tenant's occupation or use then

- 8.2.1. Within six months of the damage or destruction in question the Landlord shall give written notice to the Tenant ("the Election Notice") stating whether or not it elects to rebuild or reinstate the damaged property.
- 8.2.2. If the Election Notice states that the Landlord does elect to rebuild or reinstate the damaged property then the Landlord shall with all reasonable speed seek all necessary consents licences permissions and approvals required to reinstate the damaged property and if these are obtained (subject to the provisions of clauses Clause 8.2.2(a) and Clause 8.2.2(b)) shall reinstate and make good the damaged property with all reasonable speed but PROVIDED THAT:
- (a) the Site need not be reinstated to the same appearance or layout as before but following any reinstatement the Building shall be of substantially the same nature quality and net internal area as before; and
 - (b) the Landlord shall not be liable to rebuild or reinstate the damaged property if and for so long as such rebuilding or reinstatement shall in the Landlord's reasonable opinion be impracticable.
- 8.2.3. If the Election Notice states that the Landlord does not elect to rebuild or reinstate the damaged property or if no Election Notice is served strictly within the period of six months referred to in clause 8.2(a) then at any time after service of the Election Notice or the expiry of that six month period if no Election Notice is served either party may determine this lease by serving upon the other not less than one nor more than three months' notice in writing.
- 8.2.4. If this lease is determined under clause 8.2.3 the Term will absolutely cease on the expiry of such notice (but without prejudice to any rights or remedies that may have accrued to either party against the other) provided that the Tenant shall not be required to reinstate any alterations or additions made by it nor to yield up the Site in the state of repair and decoration which would (but for the damage by Uninsured Risks) be required by this lease.

9. PROVISOS

9.1. Crown Privilege

Nothing in this Lease shall prejudice any Crown privilege or exemption enjoyed by the Landlord

9.2. Retained Land

The Landlord and all others authorised by it shall be entitled at any time during the Term to pull down alter erect develop build or rebuild or permit or suffer to be pulled down altered erected developed built or rebuilt any Retained Land to any extent and in any manner desired and to make or suffer to be made any excavations therein or thereunder notwithstanding that the access of light to the Site or any part thereof may be thereby obstructed or interfered with provided that subject to the Contract the delivery of the Services is not adversely affected.

9.3. Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Site may lawfully be used under the Planning Acts for the purpose permitted by this Lease.

9.4. Tenant's Liability

9.4.1. No act or omission of the Landlord shall result in the Tenant being in breach of its obligations in this Lease unless such act or omission arises out of or in connection with the Landlord:

- (a) acting on the instruction of the Tenant; and/or
- (b) failing (when required to do so) to supervise and/or take reasonable care to supervise the performance of any person engaged in performing the Contractor's Obligations.

9.5. Service of Notices

Any notice or other communication given or made under this Lease shall be in writing and served in accordance with the notice provisions in the Contract.

9.6. Ownership of Equipment

The parties hereby acknowledge and confirm that all Equipment within the Site shall remain the property of the Landlord and shall be yielded up by the Tenant at the expiration of the Term.

10. DISPUTES

Any Dispute arising from or in connection with this Lease shall be settled in accordance with the procedures provided in Annex U (Dispute Resolution Procedures) of the Contract.

11. RIGHTS OF THE THIRD PARTIES

The Parties do not intend that any term of this Lease should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

12. SECTIONS 24 TO 28 (INCLUSIVE) OF THE 1954 ACT

The parties confirm that before they became contractually bound to enter into the tenancy created by this Lease:

- 12.1. the Landlord served a notice on the Tenant, as required by section 38(3)(a) of the 1954 Act, applying to the tenancy created by this lease and before this lease was entered into
- 12.2. the Tenant or person who was duly authorised by the Tenant to do so made a statutory declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the 1954 Act; and
- 12.3. there is no agreement for lease to which this lease gives effect and

agree the provisions of sections 24-28 of the 1954 Act are excluded in relation to this tenancy created by this lease.

This lease has been entered into on the date stated at the beginning of it.

Signed by.....

.....
For and on behalf of THE SECRETARY
OF STATE FOR DEFENCE

Authorised Signatory

Signed by Suzanne Stratton for and on
behalf of Thales UK Limited

Authorised Signatory

SCHEDULE 1

Matters to which the Site is subject

All matters rights easements and covenants referred to title number LL275794 together with all easements rights covenants and other matters affecting the Site including (without limitation) unregistered interests which override registered dispositions under Schedule 3 of the Land Registration Act 2002.

SCHEDULE 2

Rights Granted

So far as the Landlord is capable of granting them and subject to any matters noted in the First Schedule or otherwise disclosed in writing to the Tenant prior to the date of this Lease there are included in this demise the right for the Tenant its permitted occupiers of the Site and others authorised by the Tenant (in common with the Landlord and all other persons from time to time entitled)

1. (at the cost of the Tenant) to lay retain construct connect into alter repair renew maintain the Tenant's Water and Sewerage Conduits and the right on 5 (five) Business Days' prior written notice (save in the event of an emergency where such notice as can be given shall be given) and subject to the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to enter so much of the unbuilt parts of the Retained Land as shall be necessary for such purpose Provided that the Tenant causes as little damage as is reasonably possible acting in accordance with good industry practice and (at the Tenant's cost and to the Landlord's satisfaction) makes good any such damage within a reasonable time of its cause
2.
 - 2.1. (Subject to paragraph 2.2) to the passage and running of water drainage soil gas telecommunications electricity and other services to and from the Site in and through the Landlord's Conduits and the Landlord's Water and Sewerage Conduits to the extent that the same are not or do not become adopted or public mains and to the extent that the same from time to time serve or benefit the Site; and
 - 2.2. the Tenant acknowledges that whilst it may derive supplies such as those set out in paragraph 2.1 from the Landlord's sources of supply the Tenant shall be responsible for procuring the supply of services to the Site and does not rely upon the Landlord to supply any services and accordingly the Landlord shall have no liability in respect of any supply or any failure of or interruption to the supply of any services to the Tenant and no such supply or failure of supply shall entitle the Tenant to any remedy under the Contract except that in the event of any failure in or interruption to supply of services where the Landlord (or any third party contracted to the Landlord and under the Landlord's control) or any statutory undertaker utility company or other like body causes the failure or interruption then such failure or interruption shall be treated as a Relief Event (as defined in the Contract)
3. Where there shall have been a permanent cessation in the supply to the Site of gas, electricity, water, drainage or other services or where a relevant conduit shall be beyond repair:
 - 3.1. to enter onto the Retained Land and have access to any public mains or other public conduits (including sub-stations) therein to construct, lay, retain, repair, renew and maintain new drains, pipes, cables or other conduits within the Retained Land; and/or

- 3.2. (to the extent only that the Landlord is entitled to permit the same) to connect into existing Landlord's Conduits or existing Tenant's Conduits.

in either case in a position approved by the Landlord (such approval not to be unreasonably withheld or delayed) subject in either case to the works being carried out by and at the cost of the Tenant in a good and workmanlike manner and to the Tenant making good any damage caused to the Retained Land in the carrying out of such Works

4. to enter onto and remain on so much of the unbuilt parts of the Retained Land as is reasonably necessary and for so long as is reasonably necessary for any purpose reasonably required by the Tenant in order to carry out works or maintain the Site
5. the right of support shelter and protection from the Retained Land presently enjoyed by the Site
6. to enter upon the Retained Land by vehicle or on foot through such reasonable access route as may be designated from time to time by the Officer Commanding for the purposes of access and egress from the Site
7. a right to park cars, motorcycles and bicycles in proper allocated spaces as may be designated from time to time by the Officer Commanding wherever and whenever available upon the Retained Land and at all times in accordance with any regulations made by or on behalf of the Landlord in respect of the Retained Land
8. the right upon reasonable prior written notice to the Landlord to enter and remain on those parts of the Retained Land as are necessary to inspect clean repair maintain renew demolish or rebuild any of the Tenant's Conduits or the Tenant's Water and Sewerage Conduits or any structure on the Site subject to causing as little damage and inconvenience as possible to the occupier of the part of the Retained Land being entered and making good forthwith all damage caused

SCHEDULE 3

Part 1 Exceptions and Reservations

The following rights are excepted and reserved to the Landlord and anyone authorised by the Landlord

1. the right at any time during the Term at reasonable times to enter and remain on the Site to exercise any of the rights granted to the Landlord elsewhere in this Lease or in the Contract
2. the right to lay retain repair renew maintain in over or upon the Site for the benefit of any Retained Land or the Site or any part of it such of the Landlord's Conduits and the Landlord's Water and Sewerage Conduits as may be reasonably necessary for the supply of relevant utility services and the right to break into the Tenant's Conduits and the Tenant's Water and Sewerage Conduits and the Landlord's Conduits and the Landlord's Water and Sewerage Conduits within or serving the Site for the purpose of maintaining replacing or renewing the services therein
3. the right to the free and uninterrupted passage and running of gas electricity telecommunications and other services as are or may be necessary for the supply of relevant services to or from the Retained Land in and through any of the Landlord's Conduits which may at any time be in under or passing through or over the Site
4. the full free and uninterrupted right to pass and repass at all times of the day and night on foot or with or without vehicles plant and machinery of any description over and along those parts of the Site as are necessary to gain access to and egress from the Retained Land provided that such right does not adversely affect the delivery of the Services
5. the right to enter and remain on those parts of the Site as are necessary to lay inspect clean repair maintain renew demolish build or rebuild any of the Landlord's Conduits or the Landlord's Water and Sewerage Conduits or any structure on the Site or on any Retained Land provided that any works carried out pursuant to this paragraph 5 shall be without charge to the Tenant
6. the right of support from the Site for the Retained Land and/or any structures thereon
7. the right to alter the location of the Point of Sewage or Point of Water Supply and the route of any Landlord's Conduit or Landlord's Water and Sewerage Conduits and the Tenant shall comply with all necessary and reasonable requirements of the Landlord or its agents to effect such relocation or alteration and the continued maintenance of the Landlord's Conduits and the supply up to the Point of Sewage or Point of Water Supply including (if appropriate) the grant of access rights across the Site
8. the right to amend alter reconstruct divert re-route or re-work the access road to the Site Provided that such amendment alteration reconstruction diversion re-routing or re-working does not prevent the Tenant from accessing the Site and performing the Contractor's Obligations
9. the right to the free and uninterrupted passage and running of water soil and sewage as are necessary for the supply of the relevant services to and from the Retained Land through the

Landlord's Water and Sewerage Conduits now or during the Term within the Site and/or any Retained Land

10. the right from time to time to change the location or arrangements for use by the Tenant of any of the Landlord's Water and Sewerage Conduits so long as they remain available for the benefit of the Site and are reasonably commensurate to the existing rights (albeit subject to temporary interruption)
11. the right at all times to enter the Site to enforce any byelaws or to take such measures as shall be reasonably necessary at the time of entry for the purpose of protecting any rights reserved to the Landlord and/or ensuring the safety and security of the Retained Land exercising such right as far as possible in such manner as shall not interfere with the Tenant's quiet enjoyment of the Site the Landlord causing as little damage and disturbance as possible and making good all damage actually caused to the Site by the exercise of such rights as soon as reasonably possible
12. the right at all times to enter onto the Site on reasonable prior notice (or immediately in the case of an emergency) with all necessary machinery and equipment in order to maintain the electricity supply to the Site Provided That there shall be no obligation on the Landlord to do the same
13. the right at all times to enter onto the Site on reasonable prior notice (or immediately in the case of emergency) to provide training services, make use of the facilities in accordance with the Contract in accordance with the terms of the Contract and to have use of office facilities within the Site as is designated from time to time by the Tenant

PROVIDED THAT when exercising any of these rights the Landlord gives reasonable written notice to the Tenant (except in cases of emergency when no notice is required) and takes all reasonable necessary care to minimise disruption to the Tenant

SCHEDULE 4

Part 1

All those pieces or parcels of land shown in the approximate position on Plan 2 by blue hexagons, red hatching and green edging.

Part 2

1. Cesspits
2. Combined Sewer Overflows
3. Emergency Water Storage Facilities
4. Fire Boosters
5. Impounding Reservoirs
6. Grease Traps
7. Surface Water Pumping Stations
8. Tanks
9. Chemical Treatment Facilities
10. Chambers
11. Outfalls
12. Oil Water Interceptors
13. Silt Traps
14. Sewage Pumping Stations
15. Septic Tanks
16. Sewage Treatment Works
17. Service Reservoirs
18. Water Pumping Stations
19. Water Treatment Works
20. Fenced Soakaways
21. Ponds
22. Lagoons
23. Catchpits
24. Meter Houses
25. Compressor Houses
26. Spring Supplies

