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Title Number HP653741

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<b>LR1. Date of lease</b>	29 September 2017
<b>LR2. Title number(s)</b> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> I certify this document as a true copy of the original       27/10/17  EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP </div>	<b>LR2.1 Landlord's title number(s)</b> Title number(s) out of which this lease is granted.  HP653741  <b>LR2.2 Other title numbers</b> Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.
<b>LR3. Parties to this lease</b> Give full names, addresses and company's registered number, if any of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.	<b>Landlord</b> Daphne Elizabeth Walder  <b>Tenant</b> Derwent Developments Limited <b>Other Parties</b> Specify capacity of each party, for example "management company", "guarantor", etc.
<b>LR4. Property</b> Insert a full description of the land being leased or  Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.  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.	<b>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.</b>  Land at Clarendon Farm, Waterlooville, Hampshire shown for identification purposes edged red on the plan annexed to this Lease
<b>LR5. Prescribed statements etc.</b> 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.  In LR5.2, omit or delete those Acts which do not apply to this lease.	<b>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.</b>
<b>LR6. Terms for which the Property is leased</b>	

<p>Include only the appropriate statement (duly completed) from the three options</p> <p><i>NOTE The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</i></p>	<p>The term is as follows.</p> <p>20 years from and including the date of this Lease</p>
<p><b>LR7. Premium</b> Specify the total premium, inclusive of any VAT where payable</p>	<p><b>One Pound (£1)</b></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b> Include whichever of the two statements is appropriate.</p> <p><i>Do not set out here the wording of the provision</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions</p>
<p><b>LR9. Rights of acquisition etc.</b> <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p><b>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</b></p> <p>None</p>
	<p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>See clause 10</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b> Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>None</p>

<p><b>LR11. Easements</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>None</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>None</p>
<p><b>LR12. Estate rent charge burdening the Property</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge</i></p>	<p>None</p>
<p><b>LR13. Application for Standard form of Restriction</b>  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</p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i></p>	<p>None</p>

**PREAMBLE**

The Landlord Daphne Elizabeth Walder of Clarendon Farm, Waterlooville, Hampshire

Tenant **Derwent Developments Limited** whose registered office is at Citygate, St James, Newcastle Upon Tyne 4JE

Property The property known as Clarendon Farm Waterlooville and shown edged red on the plan annexed hereto Provided That on completion of the Surplus Land Transfer the Property shall include the Surplus Land

Lease period 20 years from and including the date of this Lease and ending on ~~28 September~~ 2037 (determinable as mentioned below)

Use Allowed Landscaping but for the avoidance of doubt not for the purpose of any other development or other use

Rent The sum of One pound (£1.00) a year payable if demanded (by bankers order if required) in advance on the Rent Days

Rent Days 25 March in each year

Pumping Station Land The land adjoining the Property shown edged blue on the Plan annexed to this Lease

Pumping Station

Transfer A Transfer of the Pumping Station Land dated with the date of this Lease and completed immediately prior to the grant of this Lease made between (1) the Landlord and (2) the Tenant

Surplus Land The land forming part of the Pumping Station Land which pursuant to the provisions of the Pumping Station Transfer are to be transferred from the Tenant to the Landlord

Surplus Land Transfer The Transfer of the Surplus Land from the Tenant to the Landlord

Works                      The Drainage Works and/or the Foul Water Drainage Works as defined  
in the Pumping Station Transfer

This Lease is granted on the terms printed below and as added to or varied by any terms  
appearing on any attached continuation page

## **TENANT'S OBLIGATIONS**

### **1.     Payments**

The Tenant covenants with the Landlord to pay the Landlord:-

1.1     The Rent on the Rent Day

1.2     All rates taxes duties charges assessments impositions and outgoings whatsoever  
whether parliamentary parochial local or of any other description which are now  
or may at any time hereafter be taxed assessed charged or imposed upon or  
payable in respect of the Property or on the owner or occupier in respect thereof  
except only such as the owner is by law bound to pay notwithstanding any  
contract to the contrary

1.3     From time to time all costs charges and expenses incurred by the Landlord in  
abating a nuisance carried on in or upon the Property and executing all such  
works as may be necessary for abating such nuisance in obedience to a notice  
served by a local or other competent authority

1.5     The costs and expenses (including professional fees) which the Landlord incurs  
in -

(a)     preparing and serving a notice of a breach of the Tenant's obligations  
under Section 146 of the Law of Property Act 1925 even if forfeiture of

this Lease is avoided without a Court Order

- (b) preparing and serving schedules of dilapidations either during the Lease period or recording failure to give up the Property in the appropriate state
- (c) considering any request from the Tenant for the Landlord's consent as required under this Lease (whether consent is granted or not)

1 6 Interest at 2% above the base lending rate of National Westminster Bank Plc from time to time on any of the above payments when overdue to be calculated from the due date of payment

1 7 and in making payment under this clause.-

- (a) nothing is to be deducted or set off
- (b) any Value Added Tax payable is to be added but the Landlord will provide or procure that the Tenant is provided with a valid Value Added Tax invoice addressed to the Tenant for the full amount

2 **THE** Tenant covenants also with the Landlord at all times during the Lease period:-

2 1 to comply with the requirements of all statutes and regulations concerning the use of the Property

2 2 to do and execute or cause to be done and executed all such works and requirements as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the Property or any part thereof whether by the owner landlord lessee tenant or occupier and at all times to keep the Landlord indemnified against all claims demands and liability in respect thereof

2 3 to use its reasonable endeavours to avoid trespass by third parties onto the Property and to take all necessary and appropriate steps to recover possession

from and against any such trespassers with all due speed and diligence

3. Use

The Tenant covenants with the Landlord to comply with the following requirements as to the use of the Property and any part of it and is not to authorise or allow anyone else to contravene them -

- 3.1 To use the Property only for the Use Allowed
- 3.2 Not to do anything which might invalidate any insurance policy covering the Property or which might increase the premium
- 3.3 Not to use the Property for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property (provided that the use of the Property for the Use Allowed or the carrying out of any works in respect of the Use Allowed shall not be deemed to be a breach of this sub clause 3.3)
- 3.5 To comply with the terms of every Act of Parliament Order regulation bye-law rule licence and registration authorising or regulating how the Property is used including any requirement of the Fire Authority

4. Access

The Tenant covenants with the Landlord to give the Landlord or anyone authorised by him in writing access to the Property during the period it is in use by the Tenant upon the Landlord giving the Tenant at least 7 working days prior notice of such access (except in case of emergency) for these purposes:-

- 4.1 inspecting the condition of the Property or how it is being used
- 4.2 doing works which the Landlord is permitted to do under this Lease



- 4 3 complying with any statutory obligation
- 4 4 showing prospective purchasers of the Landlord's interest in the Property

5. **Condition**

The Tenant covenants with the Landlord to comply with the following duties in relation to the Property -

- 5 1 To keep the Property reasonably clean and tidy as a landscaped area save for the period during which the Works are being carried out
- 5 2 To leave the Property at the end of the Lease in a neat and tidy condition and in accordance with the requirements of this Lease
- 5 3 Not to make any alterations or additions to the Property nor erect any new building or structure or access road or footpath on the Property save as provided for in the Use Allowed
- 5 4 To erect and maintain suitable fencing to the southern boundary of the Property

6. **Transfer etc**

The Tenant covenants with the Landlord to comply with the following -

- 6.1 The Tenant is not to sublet or share occupation of the whole or any part or parts of the Property
- 6 2 The Tenant is not to transfer or assign the whole or any part of the Property

7. **Other Matters**

The Tenant covenants with the Landlord:-

- 7.1 To give the Landlord a copy of any notice concerning the Property as soon as he receives it
- 7.2 Not to apply for planning permission relating to the use or alteration of the Property other than in accordance with the Pumping Station Transfer or for the

purposes of exercising the rights specified in the definition of Use Allowed

- 7.3 To make good any damage caused to the Property during the occupation of it by the Tenant caused by the Tenant or anyone using the Property
- 7.4 Not to store refuse or any other waste at the Property
- 7.5 To carry out all works to the Property required by statute or regulation and to indemnify the Landlord against any claims made because of a breach of this obligation
- 7.6 Not to breach the law relating to Town and Country Planning and to indemnify the Landlord against any claims made because of a breach of this obligation
- 7.7 Not allow any encroachment over the Property and to give notice immediately to the Landlord of such encroachment and to take action to prevent such encroachment or easement being acquired

#### **LANDLORD'S OBLIGATIONS**

8. **THE** Landlord agree with the Tenant -

8.1 **Quiet Enjoyment**

While the Tenant complies with the terms of this Lease the Landlord will allow the Tenant to possess and use the Property during the Lease period and for the purposes of this Lease without lawful interference from the Landlord or anyone who derives title from him

#### **FORFEITURE AND TERMINATION**

9. **Forfeiture**

This Lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever -

9 1 payment of any rent is twenty one days overdue provided that it was formally demanded

9 2 the Tenant has committed a material breach of any of the terms in this Lease and the Landlord has first given the Tenant notice of such breach and a period of at least 28 days (or such longer period as may be reasonable in the circumstances) within which to remedy such breach but the breach stills remains unremedied after that period

The forfeiture of this Lease does not cancel any outstanding obligation of the Tenant

#### 10. Landlord's Break Clause

10.1 In this clause, the following definitions apply:

**Break Date:** the date stated in the Break Notice on which this lease shall terminate

**Break Notice:** a notice to terminate this lease

10 2 The Landlord may terminate this lease at any time by serving a Break Notice on the Tenant at least three months before the Break Date

10 3 The Break Notice shall be in writing and for the purposes of this clause writing does not include facsimile transmission or email

10 4 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property

10 5 The Break Notice shall be signed by or on behalf of the Landlord

10 6 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery to the Tenant at the Tenant's registered office address

10 7 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first class post or recorded delivery as the case may be

10.8 A Break Notice delivered or sent by the Landlord in accordance with clause 10.6 shall be deemed to have been served on the Tenant:

- (1) if delivered by hand, on the day of delivery; or
- (2) if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

10.9 Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 shall apply to a Break Notice, but those sections shall apply to any other notice served pursuant to this clause.

10.10 Time shall be of the essence in respect of all time periods and limits in this clause.

10.11 Following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.

10.12 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the term.

## **11. Landlord and Tenant Act 1954**

11.1 The parties confirm that:

the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this lease, before this lease was entered into;

and

JOHN STUART BERESFORD who was duly authorised by the Tenant to do so made a statutory declaration dated 21 SEPTEMBER 2017 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954; and

there is no agreement for lease to which this lease gives effect

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

## **12. End of Lease**

When this Lease ends the Tenant covenants with the Landlord to return the Property to the Landlord leaving it in the state and condition in which this Lease requires the Tenant to keep it

## **GENERAL**

### **13 Parties' Responsibility**

13.1 Whenever more than one person or body comprises a party to this Lease their obligations can be enforced against all or both of them jointly and against each individually

### **Notices**

13.2 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this Lease

### **Headings**

13.3 The headings do not form part of this Lease

In witness of which this Lease has been duly executed as a deed by the Landlord and by the Tenant the day and year above written

Executed as a Deed by Daphne

*D. Walder.*

Elizabeth Walder in the presence of:

Witness Signature

*Paul Barson*

Witness name

PAUL BARSON

Witness Address

NEW KINGS COURT TOLLGATE  
CHANDLER FORD BASTLIGH  
LANIS.

Executed as a Deed by affixing the

Common seal of Derwent Developments

Limited in the presence of

*S. Wigley*

S. WIGLEY

No.1 LONDON BRIDGE  
3RD FLOOR EAST  
SE1 9BG

*[Signature]*

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL  
OBLIGATIONS DO NOT SIGN IT UNTIL YOU HAVE  
CONSULTED A SOLICITOR

**DATED** \_\_\_\_\_ **2017**

**Daphne Elizabeth Walder (1)**

**and**

**Derwent Developments Limited (2)**

**LEASE**

in respect of  
part of Clarendon Farm Waterlooville



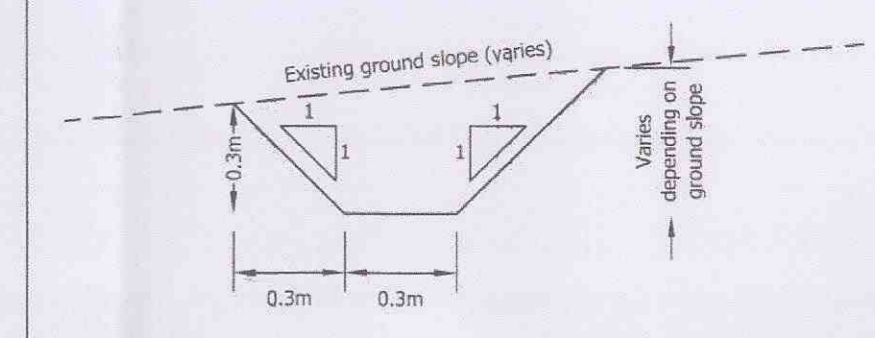
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**A1 ORIGINAL**

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- Key:
- Area for lease
  - Proposed area of land transfer
  - Proposed shallow ditch
  - Existing watercourse

Notes:  
1. Proposals are Indicative, subject to detailed design.



Proposed Indicative Ditch Cross Section (1:20)

**FOR INFORMATION**  
NOT FOR CONSTRUCTION

A	HJ
Minor amendments (BAM)	20/09/2017

rev.	amendment	checked	date



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client  
**GRAINGER PLC** *D. Warden*

project  
**WOODCROFT FARM  
HAMPSHIRE**

scale 1:1250 | drawn by **BAM** | checked by **PAS**

date **SEPTEMBER 2017** | cad file **SK\_26.dwg**

title  
**CLARENDON FARM  
LEASE PLAN**

drawing number **GTWCFARM/SK/26** | rev. **A**

