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Title Number SYK578769

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DATED 22<sup>nd</sup> July 2010

(1) EXPRESS PARK ROTHERHAM LIMITED

- and -

(2) WESTLEIGH DEVELOPMENTS LIMITED

WE HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE COPY OF THE ORIGINAL HARVEY INGRAM LLP LEICESTER

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LEASE OF LAND

- at -

EXPRESS PARK WATERFRONT  
OFF MANVERS WAY  
DEARNE VALLEY  
ROTHERHAM  
(4.59 acres or thereabouts)

wake smith  
& tofields

**PRESCRIBED CLAUSES**

Schedule 1A to the Land Registration (Amendment) (No 2) Rules 2005

<b>L R 1 . Date of Lease</b>	22nd July 2010
<b>L R 2 . Title Number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> SYK528302 <b>LR2.2 Other title number(s)</b>
<b>L R 3 . Parties to this Lease</b>	<b>Landlord</b> Express Park Rotherham Limited (registered in England company number 0424614) whose registered office is at 4 Harley Street London W1G 9PB <b>Tenant</b> Westleigh Developments Limited (registered in England with company number 02165362) whose registered office is at Tudorgate, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP <b>Other parties</b> None
<b>L R 4 . Property</b>	<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>  As defined as "Property" in this lease at clause 1
<b>L R 5 . Prescribed statements etc</b>	None
<b>L R 6 . Term for which the Property is leased</b>	The term as specified in this lease at clause 3
<b>L R 7 . Premium</b>	One million eight hundred and thirty six thousand pounds (£1,836,000)
<b>LRB. Prohibitions or restrictions on disposing of this lease</b>	None
<b>LR9. Rights of acquisition etc.</b>	<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>  None

	<p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</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></p>	None
<p><b>LR11. Easements</b></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>As specified at Part 1 of the First Schedule of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>As specified at Part 2 of the First Schedule of this Lease</p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p>	None
<p><b>LR13. Application for standard form of restriction</b></p>	None
<p><b>LR14. Declaration of trust where this more than one person comprising the Tenant</b></p>	None

**THIS LEASE** is made on the date in Prescribed Clause LR1

**BETWEEN:**

- (1) The Landlord named in Prescribed Clause LR3 (hereinafter called the Landlord")
- (2) The Tenant named in Prescribed Clause LR3 (hereinafter called "the Tenant")

**1. DEFINITIONS**

In this Lease the following words and expressions (unless the context otherwise requires) have the following meanings:

**"Buffer Strip"**: the land (including the part (if any) comprised in the Property) shown coloured green on Plan 1 annexed to this Lease;

**"Environmental Laws"** the Environmental Protection Act 1990 and all laws directions regulations codes of practice guidance notes circulars (in the case of guidance notes and circulars have the force of law) and the like concerning the protection of the environment human health or working conditions including without limitation the conservation of nature resources the production storage transportation treatment recycling or disposal of any waste or any dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters;

**"Estate"**: the land at Express Park Manvers West Manvers Way Rotherham shown edged blue on Plan 1 PROVIDED THAT if the Landlord shall sell or otherwise dispose of any part or parts thereof or acquires other land for incorporation into the Estate the Landlord may by notice in writing redefine the extent of the expression "the Estate";

**"Estate Charge"**: the amounts or amounts from time to time payable by the Tenant to the Landlord pursuant to the Second Schedule (Part 1);

**"Estate Management Regulations"**: the reasonable regulations issued from time to time by the Landlord or any estate management company appointed by it in respect in respect of the management of the Estate;

**"Estate Roads"** the access roads and footpaths to the Property from Manvers Way and all other roads and footpaths from time to time within the Estate which are for the common use of the occupiers of the Estate including the access road and footpaths shown edged brown on Plan 2 (as the route and layout of such roads are changed or amended from time to time);

**"Insured Risks"**: such as would from time to time normally be insured against by a prudent owner under a comprehensive insurance policy of property similar to the Property;

**"Lease"**: this deed (including the schedules to this deed and the Prescribed Clauses) and any document supplemental to this deed;

**"Open Land"**: any part of the Property that is not built upon and/or any parking areas comprised in the Property and/or any other external areas of the Property;

**"Plans"** the plans numbered 1 and 2 annexed to this Lease;

**"Planning Acts"** all statutes statutory instruments rules orders regulations and directives whatsoever from time to time relating to town and country planning including (but without limitation) 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 the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004;

**"Prescribed Clause"** the relevant clause of the Land Registry Prescribed Clauses at the beginning of this Lease and "Prescribed Clauses" shall be construed accordingly;

**"Prescribed Rate"**: 4% per annum above the National Westminster Bank PLC base rate or if that base rate ceases to exist such other comparable rate as the Landlord shall reasonably determine;

**"Property"**: the land and buildings and other facilities works or structures from time to time on the land (or any part of it or them) together with any Service Media from time to time on or under such land and buildings and exclusively serving it or them at Waterfront, off Manvers Way Wath-on-Deerne Rotherham South Yorkshire and shown edged in red on Plan 2 (as from time to time rebuilt altered or amended);

**"Registered Title"** Land Registry Title Number SYK 528302 under which the reversion immediately expectant on this Lease is registered;

**"Service Media"** pipes sewers drains conduits gutters gulleys watercourses wires flues channels and all other service or conducting media including pumping stations and balancing ponds (if any);

**"Term"** the term of years granted pursuant to clause 3.3;

**"Value Added Tax" or "VAT"** means the tax chargeable on supplies of goods or services pursuant to the Value Added Tax Act 1994;

**"1994 Act"** means the Law of Property (Miscellaneous Provisions) Act 1994.

## 2. INTERPRETATION

In the interpretation of this Lease:

### 2.1 LANDLORD

Landlord includes the person for the time being entitled to the reversion immediately expectant on the termination of the Term.

### 2.2 LIABILITY

Wherever the Landlord or the Tenant comprises more than one person covenants and obligations expressed to be made or assumed on the part of the Landlord or the Tenant (as appropriate) shall be deemed to be made jointly and severally by those persons and shall (where appropriate) be binding on and enforceable against their personal representatives.

### 2.3 STATUTES

A reference to a statute shall include any statutory amendment or re-enactment thereof and any orders instruments rules directives regulations or notices made or issued pursuant to them.

### 2.4 LANDLORD'S AND TENANT'S RIGHTS

Reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise

of such right by all persons properly and reasonably authorised by the Landlord or the Tenant or having the like right.

## **2.5 PROHIBITIONS**

Any prohibition imposed on the Tenant by this Lease shall be construed as including an obligation to use reasonable endeavours against allowing or suffering the act or thing prohibited to be done by a third party.

## **2.6 HEADINGS AND CLAUSES**

The headings in this Lease shall be ignored in its interpretation. References to clauses and schedules are references to clauses and schedules in this Lease unless expressly stated otherwise.

# **3. DEMISE**

## **3.1 LETTING AND PREMIUM**

In consideration of the Premium specified in Prescribed Clause LR7 plus Value Added Tax now paid by the Tenant to the Landlord (receipt of which is hereby acknowledged) and the rents reserved in clause 3.4 the Landlord lets the Property to the Tenant.

## **3.2 RIGHT EXCEPTIONS AND RESERVATION**

This letting is made TOGETHER WITH the benefit of the rights specified in Part 1 of the First Schedule EXCEPTING AND RESERVING the rights specified in Part 2 of the First Schedule and SUBJECT TO AND WITH THE BENEFIT of (as appropriate) the matters specified or referred to in the documents listed in Part 3 of the First Schedule.

## **3.3 TERM**

This letting is for a term of 999 years commencing on the date of this Lease.

## **3.4 RENTS**

The rents reserved by this Lease are:

3.4.1 the annual rent of one peppercorn (if demanded); and

3.4.2 as further rent the Estate Charge in accordance with the Second Schedule and all other amounts payable by Tenant to the Landlord under this Lease whether or not reserved as rent.

## **3.5 TITLE GUARANTEE**

This letting is made with full title guarantee save that:

- (a) all matters recorded at the date of this Lease in registers open to public inspection are deemed to be within the actual knowledge of the Tenant for the purposes of section 6(2) (a) of the 1994 Act notwithstanding section, 6(3) of the 1994 Act;
- (b) the Landlord shall have no liability to the Tenant under the 1994 Act or otherwise in respect of any matters the Landlord did not know about and could not reasonably know about at the date of this Lease.

# **4. INSURANCE**

The Tenant covenants as follows:

#### **4.1 TENANT'S OBLIGATION**

The Tenant will use reasonable endeavours to procure that the houses to be constructed on the Property are kept insured with reputable insurers or underwriters in the full reinstatement value of the house including architects' and surveyors' and other professional fees and incidental or consequential expenses and the cost of site clearance and demolition (including Value Added Tax chargeable on such fees and expenses) against loss or damage by the Insured Risks.

#### **4.2 EVIDENCE OF INSURANCE**

At the request of the Landlord the Tenant will use reasonable endeavours to produce evidence of such insurance and of the payment of the last premium but not more than once in any five year period.

#### **4.3 REINSTATEMENT**

If any house or houses on the Property are damaged or destroyed by any of the Insured Risks then (provided that payment of the insurance money is not refused in whole or in part by reason of any act or default of the Landlord or of anyone on the Property with the Landlord's authority) and subject to the insured being able to obtain all necessary consents (which the Tenant shall use all reasonable endeavours to procure the insured shall obtain) the Tenant will use reasonable endeavours to procure that the insured reinstate the house or houses on the Property.

### **5. TENANT'S COVENANTS**

The Tenant COVENANTS with the Landlord as follows:

#### **5.1 RENT ESTATE CHARGE AND INTEREST**

5.1.1 To pay to the Landlord or as the Landlord may from time to time direct in writing:

- (a) the annual rent reserved by this Lease;
- (b) the Estate Charge in accordance with the Second Schedule; and
- (c) the other rents reserved by this Lease in accordance with the provisions of this Lease.

5.1.2 To pay on demand and as additional rent interest at the Prescribed Rate from the date of demand or from the date when due (as appropriate) to the date of receipt of payment by the Landlord such interest to be calculated on a daily basis on any sums payable under this Lease.

#### **5.2 VALUE ADDED TAX**

To pay to the Landlord all Value Added Tax which may from time to time be charged on the rents and sums payable under this Lease.

#### **5.3 OUTGOINGS**



To pay all existing and future rates taxes impositions and outgoings whatsoever in respect of the Property except any tax assessed on:

- 5.3.1 any dealing by the Landlord with its interest in the Property; and
- 5.3.2 any receipt by the Landlord of the rents and other sums payable under this Lease.

#### **5.4 CONDITION AND REPAIR**

- 5.4.1 to keep the Open Land in good condition and free from weeds and keep all landscaped areas properly cultivated;
- 5.4.2 not to store anything on the Open Land or bring anything onto it that is or might become untidy, unclean, unsightly or in any way materially detrimental to the Property;
- 5.4.3 not to deposit any waste, rubbish or refuse on the Open Land except in areas designed for temporary storage of rubbish pending collection and removal.

#### **5.5 ENTRY**

To permit the Landlord or any person authorised by the Landlord with workmen and others with all necessary equipment to enter the Property (but not any buildings on the Property) on not less than 7 days written notice (or at any time without notice in an emergency) for the following purposes:

- 5.5.1 to execute any works on any adjoining parts of the Estate which the Landlord needs or is obliged or entitled to carry out (whether under this Lease or otherwise) where the same cannot reasonably be carried out other than by entering the Property (but not any buildings on the Property) the Landlord to cause as little inconvenience as possible and make good any damage to the Property caused in exercising such right at its own expense and to the reasonable satisfaction of the Tenant;
- 5.5.2 to inspect cleanse repair amend renew remove or replace any Service Media and/or other things services or facilities not serving or not exclusively serving the Property on the terms set out in clause 5.5.1;
- 5.5.3 for any reasonable purpose in connection with:
  - (a) the performance by the Landlord of the Landlord's obligations whether under this Lease or otherwise; or
  - (b) the exercise by the Landlord (or other authorised persons) of the Landlord's rights under this Lease.

#### **5.6 OBJECTIONABLE USE**

Not to use the Property for auctions or gambling or for any dangerous noxious or illegal activity and not to allow or permit any statutory or actionable nuisance or cause damage to the Landlord or any occupier of the Estate and to use all reasonable endeavours not to do anything on the Property or allow anything to remain on the Property that may be or become or cause a statutory or actionable nuisance or causes damage to the Landlord or any occupier of the Estate.

## **5.7 PLANNING**

To comply with the Planning Acts so far as they relate to the Property or its occupancy.

## **5.8 STATUTORY REQUIREMENTS**

At all times to observe and comply with the requirements of Environmental Laws and all statutes statutory instruments orders rules regulations and directions imposed by or deriving their validity from statute relating to the Property and to indemnify the Landlord against all actions proceedings claims or demands which may be brought or made by reason of such statutes or requirements or any default in compliance with them.

## **5.9 ADVERTISEMENTS**

Not to display any notices or advertisements on the exterior of the Property or within the Property and visible from outside except reasonably good quality trade, promotional, road and directional signs in keeping with the character quality and location of the Property and as shall have first been approved by the Landlord (such approval not to be unreasonably withheld or delayed).

## **5.10 COSTS**

To pay all reasonable costs (including but without limitation solicitors' costs and surveyors' fees) properly and reasonably incurred by the Landlord:

- 5.10.1 in the preparation and service of every notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by order of the court;
- 5.10.2 in respect of any application for consent required by this Lease whether or not such consent be granted (provided that it is not unlawfully or unreasonably refused).

## **5.11 INDEMNITIES**

Save to the extent that the Landlord is at fault or is re-imbursed under any insurance policy it has to indemnify the Landlord against all actions claims proceedings costs expenses and demands made against the Landlord as a result of any act omission or negligence of the Tenant or the servants agents licensees or invitees of the Tenant or any person under their control or any breach or non-observance by the Tenant of the Tenant's covenants or other terms of this Lease Provided that in respect of any claim arising as a result of an indemnity given to the Landlord by the Tenant the Landlord is:

- 5.11.1 to give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of that claim;
- 5.11.2 to provide to the Tenant on reasonable request any information and assistance in relation to the claim as the Tenant may reasonably require, subject to the Tenant indemnifying the Landlord against all proper costs reasonably incurred by it in the provision of such information or assistance;
- 5.11.3 to use reasonable endeavours to mitigate the liabilities incurred by the Landlord as a result of such claim

## **5.12 ESTATE MANAGEMENT**

To comply (and to use reasonable endeavours to ensure that any lawful occupier of the Property complies) with the Estate Management Regulations (if any) in so far as applicable to the Property and any lawful occupier

## **6. LANDLORD'S COVENANTS**

The Landlord COVENANTS with the Tenant as follows:

### **6.1 QUIET ENJOYMENT**

The Tenant shall be entitled peaceably and quietly to hold and enjoy the Property without any lawful interruption by the Landlord or any person claiming under above or in trust for the Landlord or by title paramount.

### **6.2 ESTATE SERVICES**

The Landlord covenants to use its reasonable endeavours to carry out the Estate Services PROVIDED THAT:

- (a) the Landlord shall not be liable for any failure to provide or interruption to the Estate Services for reasons beyond the Landlord's control but the Landlord shall take all reasonable measures to restore the Estate Services as soon as practicable; and
- (b) the Landlord shall use its reasonable endeavours to provide the Estate Services at economic cost

## **7. PROVISOS**

Provided that and it is agreed as follows:

### **7.1 RE-ENTRY**

If at any time the Tenant has failed to observe or perform any of the obligations on the Tenant's part contained in this Lease (other than the covenant to pay rents contained in clause 5.1) then and in any such case the Landlord may re-enter upon the Property or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any claim by the parties for any antecedent breach of any of the obligations contained in this Lease.

### **7.2 MORTGAGEE PROTECTION**

If the Landlord shall have received notice in writing of any sublease derivative interest mortgage or charge of the Property then so long as such sublease derivative interest mortgage or charge shall be subsisting the Landlord shall not re-enter upon the Property or otherwise forfeit or attempt to forfeit this Lease until after the expiration of three months from the date of the service upon the person entitled to the benefit of such sublease derivative interest mortgage or charge at the address stated in the said notice (or any notice altering the same) of notice in writing of the Landlord's intention in that behalf specifying the particular breach complained of and affording to such sublease derivative interest holder mortgagee or chargee the opportunity to remedy particular breach and if remedied within such period of three months the right of re-entry or otherwise to forfeit or attempt to forfeit this Lease shall not arise

### **7.3 ESTATE CHARGE**

It is hereby agreed and declared that the Landlord shall not be entitled to re-enter the Property under the provisions in that behalf contained in clause 7.1 by reason of non-payment by the Tenant of any Estate Charge

#### **7.4 PRESCRIPTIVE RIGHTS**

Without prejudice to the rights specified in Part 1 of the First Schedule the Tenant shall not acquire or be deemed to have acquired by prescription or otherwise any rights easements or privileges over the Property or any adjoining or neighbouring land or premises and section 62 of the Law of Property Act 1925 shall not apply in relation to the Property.

#### **7.5 PLANNING RESTRICTIONS**

No representation or warranty is or has prior to the date hereof been given or made by or on behalf of the Landlord that any use will be or remain a permitted use under the Planning Acts.

#### **7.6 MANAGEMENT COMPANY**

7.6.1 The Landlord may incorporate a management company ("Manco") for the Estate Services and if the Landlord delivers to the Tenant a deed of covenant executed by Manco in favour of the Tenant to observe and perform the covenant on the part of the Landlord contained in clause 6.2 then:

7.6.1.1 the Landlord shall have no further liability under clause 6.2 and this Lease shall have effect as if references in that clause to "Landlord" were references to "Manco";

7.6.1.2 Manco shall have the right to receive the Estate Charge from the Tenant and shall have the benefit of and shall be entitled to enforce against the Tenant all of the Tenant's covenants in this Lease in relation to the Estate Charge and the Estate Services but not to exercise the right of re-entry contained in clause 7.1 of this Lease; and

7.6.1.3 references in the Second Schedule of this Lease to "Landlord" shall be read and construed as references to Manco.

7.6.2 If the Landlord so requests in writing the Tenant or if the Tenant so requires a person authorised by the Tenant shall become a director and/or member of Manco

#### **7.7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Lease shall confer on any third party any right to enforce or any benefit of any term of this Lease

**IN WITNESS** whereof this Lease has been duly executed by the parties hereto the day and year first before written

## THE FIRST SCHEDULE

### PART 1 - ANCILLARY RIGHTS

The right in common with the Landlord and other persons entitled to a like or similar rights:

1. Until they become highways maintainable at public expense the right for the Tenant to pass and repass at all times and for all purposes with free and uninterrupted passage from and to the public highway from the Property with or without vehicles along the Estate Roads but so that any temporary obstruction or interference shall be permitted so long as sufficient access to the Property is available at all times.
2. Full and free passage and running of water sewage gas electricity telephone signals and any other services through any Service Media which may now or within the Perpetuity Period be laid in or upon the Estate and which serve or are intended to serve (inter alia) the Property
3. Support from adjoining parts of the Estate.
4. After giving to the Landlord and its other tenants and occupiers of the Estate thereby affected reasonable prior notice in writing (save in an emergency) to enter upon the Estate (but not onto any buildings) with or without workmen plant equipment and materials for the purposes of carrying out any works reasonably required to be carried out to the Property (whether of building rebuilding repair decoration alteration or otherwise) where such works cannot reasonably be carried out from within the Property or for the purpose of erecting and maintaining any permitted signage or for the purpose of constructing laying inspecting repairing maintaining and replacing or connecting to the Estate Roads and Service Media serving the Property the person or persons exercising such right causing as little damage and disturbance as possible and without materially the use of the Estate and making good any damage caused to the Estate to the Landlord's reasonable satisfaction.
5. The right to divert the route and relay any Service Media in on or under the Property including any Service Media the subject of paragraph 1 of Part 2 of the First Schedule to this Lease provided that any such Service Media as diverted and relayed does not afford to the remainder of the Estate any less amenity than that afforded prior to any such diverting or relaying

### PART 2 - THE EXCEPTIONS

The right for the Landlord and all others authorised by it and other persons entitled to a like or similar rights or having the like right:

1. The right to full and free passage and running of water sewage gas electricity telephone signals and other services through the Service Media which may now or within the Perpetuity Period be laid in or upon the Property and which do not exclusively serve the Property.
2. The right upon reasonable prior written notice and at reasonable times (save in an emergency) to enter onto the Property which is unbuilt upon with or without workmen and equipment:
  - (a) to construct lay connect inspect repair maintain and replace any Service Media in on or under any unbuilt on parts of the Property / Open Land on the Property but not so as to affect or interfere with any building now or from time to time on the Property or to materially or adversely affect the Tenant's use and enjoyment of the Property or of any house or houses built thereon;

- (b) to carry out works of repair or maintenance or works required by statute or such other works or Estate Services (as defined in the Second Schedule) as the Landlord (acting reasonably) considers necessary to other parts of the Estate where such works cannot be conveniently carried out except by entry onto the Property;
- (c) to carry out such works as the Landlord (acting reasonably) considers necessary to comply with any conditions or requirements imposed by the local planning authority in relation to the Estate.

the person or persons exercising such right causing as little damage and disturbance as possible and without materially or adversely affecting the Tenants use of the Property and making good any damage caused to the Property to the Tenant's reasonable satisfaction.

- 3. The right of support from the Property in favour of the adjoining parts of the Estate.
- 4. The right to develop, alter, improve, build re-build or carry out any works whatsoever to or on the Estate from time to time as the Landlord may wish notwithstanding (inter alia) any interference of the passage of light or air to or the loss of any other benefit or amenity (other than such as is expressly granted by this Lease) enjoyed or acquired by the Property.
- 5. The right to divert the route and relay any Service Media in on or under the Landlord's Estate (excluding the Property) including any Service Media the subject of paragraph 2 of Part 1 of the First Schedule to this Lease provided that any such Service Media as diverted and relayed do not afford to the Property any less amenity than that afforded prior to any such diverting or relaying

#### PART 3 - DOCUMENTS REFERRED TO IN CLAUSE 3.2

The matters and documents referred to in the entries in the registers of title of the Registered Title (other than financial charges).

## THE SECOND SCHEDULE

### PART I - ESTATE CHARGE PROVISIONS

#### 1. Definitions

In this Schedule:

**"Development"** any building or buildings on the Estate intended for sale letting or exclusive occupation and any other area intended for sale letting or exclusive occupation including (but without limitation)\_ the curtilage of any such building or buildings intended for development whether for residential leisure commercial or other purposes and whether or not in one or more phases pursuant to any Master Plan from time to time relating to the Estate

**"Estate Amenities"** means the following:

- (a) The Estate Roads which are not adopted;
- (b) The Buffer Strip;
- (c) The landscaped areas and open/un-built upon areas of the Estate and areas within the Estate providing amenities and facilities for occupiers of and visitors to the Estate including the Property (but not areas forming part of any individual Development);
- (d) Service Media and other such things in upon or under the Estate which are not adopted other than those which exclusively serve a Development;
- (e) All other areas or amenities on the Estate serving or otherwise being for the benefit of the Estate including the Property which are from time to time provided or designated by the Landlord in the interest of good estate management for common use amenity or benefit (even if only aesthetically).

**"Estate Charge"** means a fair and proper proportion attributable to the Property of the Estate Expenses having regard primarily to the Tenant's usage or to the extent the Tenant benefits from the Estate Services and /or the Estate Amenities and/or the Estate Roads as determined by the Landlord from time to time (acting reasonably and in the absence of manifest error).

**"Estate Expenses"** means the proper and reasonable costs to the Landlord of providing the Estate Services and defraying the costs and expense relating to and/or incidental to the Estate Services.

**"Estate Services"** means the services, items, costs and expenditure specified in Part 2 of this Schedule relating to the Estate Amenities.

#### 2. Payment of Estate Charge

2.1 The Tenant shall pay to the Landlord within 28 days of written demand the Estate Charge in an amounts or amounts from time to time notified annually in writing by the Landlord to the Tenant.

2.2 The Landlord is not entitled to demand interim payments.

- 2.3 At least once in every year of the Term the Landlord will send to the Tenant an account setting out for the period since the commencement of the Term or of the last account (as the case may be) the Estate Charge to be paid by the Tenant for that period.
- 2.4 The Landlord will keep full and complete accounts receipts and records in respect of all payments and services provided and will permit the Tenant adequate access to such accounts receipts and records
- 2.5 At least once in any calendar year the Landlord will prepare and submit to the Tenant an itemised statement of the estimated expenditure which in the reasonable opinion of the Landlord's surveyor or its managing agents will be incurred by the Landlord in providing the Estate Services during the following calendar year

## PART 2 - THE ESTATE SERVICES

- 1.1 Managing and administering the Estate Services for the benefit of the owners and occupiers and engaging auditors and such other advisers as may be necessary for such purposes.
- 1.2 Insuring the Estate Amenities with some insurance office of repute against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot civil commotion and malicious damage storm or tempest flood bursting or overflowing of water tanks apparatus or pipes impact by road vehicles and against public liability and damage to property and injury or death of persons and all such other risks as the Landlord may from time to time consider desirable in such sum (including professional fees and costs of demolition) as the Landlord may reasonably consider appropriate and/or paying or reimbursing the cost of such insurance to the owner for the time being of the Estate Amenities.
- 1.3 Keeping all landscaped and other planted areas within the Estate Amenities properly planted cultivated fenced (where appropriate) and maintained and free from weeds and where laid to grass regularly mown with grass cuttings being lifted and to keep all water features (including any balancing ponds) within the Estate Amenities properly maintained de-silted and cleaned and provided with life buoys and other appropriate safety equipment.
- 1.4 Complying with the Landlord's obligations under clause 6.2 and maintaining repairing and when requisite altering and replacing the Estate Amenities and (where appropriate) keeping them adequately surfaced.
- 1.5 Lighting the roads and footpaths forming part of the Estate Amenities.
- 1.6 The removal of leaves litter and refuse from the Estate Amenities.
- 1.7 All existing and future rates assessments charges and outgoings of every kind (whether or not recurring and whether of an existing or novel nature) payable in respect of the Estate Amenities.
- 1.8 The carrying out of any works to the Estate Amenities required to comply with the provisions of any enactments (as from time to time in force) (including all instruments orders plans regulations permissions and directions made or issued after the date of this Lease hereunder or deriving validity therefrom).



- 1.9 Making such representations as are reasonable in the interest of good estate management in respect of or otherwise contesting or dealing with any notice regulation or order of any competent local or other authority in relation to the Estate Amenities.
- 1.10 The provision of the Estate Services including the proper and reasonable fees charges costs expenses and disbursements of any solicitors accountants or other professional advisers whom the Landlord may from time to time reasonably employ in connection therewith and in the preparation of statements or certificates and the auditing of the Estate Expenses.
- 1.11 Supplying electricity gas oil or other fuel for all purposes in connection with the provision of the Estate Services.
- 1.12 Employing such staff (where more economic than contractors) as the Landlord may deem necessary (acting reasonably and properly) for the performance of the Estate Services in and about the Estate.
- 1.13 Entering into any contracts for the carrying out of all or any of the Estate Services or other functions or duties as are (acting reasonably and properly) necessary.
- 1.14 Any irrecoverable Value Added Tax or other similar taxes levied or charged in respect of the above heads of expenditure or otherwise in connection with the provision of the Estate Services.

**EXECUTED as a DEED by**  
**EXPRESS PARK ROTHERHAM LIMITED**  
acting by:-

Director



Secretary

*Dredw*



**EXECUTED as a DEED by**  
**WESTLEIGH DEVELOPMENTS LIMITED**  
acting by:-

Director

Secretary



Plan 1  
*[Handwritten signature]*

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of plan to Lease  
dated 22 July 2010

H137(LT)  
Revised 5/04

Kroil Beds



8

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1

4



Official Copy issued by  
Land Registry, Leicester Office  
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of plan to lease  
dated 22 JULY 2010

H137(LT)  
Revised 5/04

Plan Referred to  
Scale 1:2500