

Dated:

24 January 2019

LEASE

Of

Land at Parke, Bovey Tracey, Devon

Between

The National Trust for Places of Historic

Interest or Natural Beauty (1)

and

Dartmoor National Park Authority (2)



**National
Trust**

National Trust Legal Department
Heelis, Kemble Drive,
Swindon, Wiltshire SN2 2NA

LR1 Date of Lease: 24 January 2019

LR2 Title number(s)

LR2.1 Landlord's title number(s): DN7694

LR2.2 Other title number(s):

LR3 Parties to this Lease

LR3.1 Landlord: The National Trust for Places of Historic Interest or Natural Beauty (registered charity number 205846) whose principal office is at Heelis, Kemble Drive, Swindon, Wiltshire SN2 2NA.

LR3.2 Tenant: Dartmoor National Park Authority, whose principal office is at Parke House, Parke, Bovey Tracey, Devon TQ13 9JQ

LR3.3 Other parties:

LR4 Property: see definition of Property in clause 1 of this Lease.

LR5 Prescribed Statements etc.

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: See clause 3.2.*

LR5.2 This Lease is made under, or by reference to provisions of:

LR6 Term for which the Property is leased: See definition of Term in Clause 1.19 of this Lease.

LR7 Premium: None

LR8 Prohibitions or restrictions on disposing of this Lease: This Lease contains a provision that prohibits or restricts dispositions.

LR9 Rights of Acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:

LR9.2 Tenant's covenant to (or offer to) surrender this Lease:

LR9.3 Landlord's contractual rights to acquire this Lease:

LR10 Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property:

LR11 Easements

LR11.1 Easements granted by this Lease for the benefit of the Property: See clause 4 of this Lease.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property: See Clause 5 of this Lease.

LR12 Estate rentcharge burdening the Property:

LR13 Application for standard form of restriction: The Parties to this Lease apply to enter the following standard form of restriction against [the title number of the Property] [title number]:

LR14 Declaration of trust where there is more than one person comprising the Tenant: None

THIS LEASE is dated

24 January 2019

Parties

- (1) **The National Trust for Places of Historic Interest or Natural Beauty** (registered charity number 205846) whose principal office is at Heelis, Kemble Drive, Swindon, Wiltshire SN2 2NA (**Landlord**)
- (2) **Dartmoor National Park Authority**, whose principal office is at Parke House, Parke, Bovey Tracey, Devon TQ13 9JQ (**Tenant**)

AGREED TERMS

1. DEFINITIONS

In this Lease the following words have the following meanings:

- 1.1 **Adjoining Land:** the Landlord's adjoining or neighbouring land which is registered under title number DN7694 but excluding the Property.
- 1.2 **Building:** means the building located upon the Property known as The Committee Rooms, Parke House, Bovey Tracey TQ13 9JQ erected by the Tenant prior to the date of this Lease and which shall belong to the Tenant as shown edged red on the Plan.
- 1.3 **Compost Area:** the area shown tinted orange on Plan 1 to the Parke Lease
- 1.4 **Courtyard:** the area shaded orange on the Plan to this lease
- 1.5 **Grease Separator** means the grease separator and all associated equipment and apparatus installed by the Landlord upon the Adjoining Land to prevent the accumulation of waste and blockages within the Septic Tank System
- 1.6 **Insurance Rent:** a sum representing the cost of insuring the Property, Building and Public Toilets in accordance with the Landlord's obligations in this Lease.
- 1.7 **Insured Risks:** fire, explosion, lightning, flood, earthquake, storm, bursting of pipes, impact by aircraft and articles dropped by them, impact by vehicles, riot, civil commotion and such other normal risks as the Landlord reasonably considers appropriate.

- 1.8 **Interest Rate:** 2% above the base rate from time to time of Barclays Bank plc or in the event of Barclays Bank plc ceasing to exist, such other clearing bank as may be nominated by the Landlord.
- 1.9 **Parke lease:** a lease of Parke House and grounds made between the Landlord and the Tenant and dated the same day as this lease;
- 1.10 **Permitted Use:** use of the Property as a meeting room in connection with the use of Parke House or for the purposes of offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.
- 1.11 **Plan:** the plan attached to this Lease
- 1.12 **Property:** land at Parke, Bovey Tracey, Devon TQ13 9JQ as shown edged red on the Plan (including all:
- 1.12.1 additions and/or improvements to the Property (but not the Building) made during the Term and
- 1.12.2 Service Apparatus exclusively serving the Property.
- 1.13 **Public Toilets:** the public toilets, the location of which is indicated by yellow shading on the Plan.
- 1.14 **Rent:** three thousand pounds (£3,000.00) per year plus VAT or such revised sum as is determined in accordance with Schedule 1.
- 1.15 **Rent Commencement Date:** the date on which the Term commences
- 1.16 **Rent Payment Dates:** 25 March and 29 September of each year during the Term.
- 1.17 **Septic Tank System:** the septic tank/private treatment plant and all associated pipes drains apparatus and equipment serving the Property and the Adjoining Land EXCLUDING the Grease Separator which shall be installed maintained repaired and replaced by the Landlord in accordance with the Landlord's obligations within this Lease and at the sole cost of the Landlord
- 1.18 **Service Apparatus:** all pipes, wires, cables, sewers, drains, gullies, watercourses, flues, rainwater goods, other similar conduits and other installations for supplying Services.

- 1.19 **Services:** gas, electricity, water, drainage, waste, soil, telephone, telecommunications, radio and other services of whatever nature.
- 1.20 **Service Charge:** such sums as are set out in Schedule 2
- 1.21 **Term:** a term of 35 years beginning on 1 March 2017 and including and ending on and including 28 February 2052.
- 1.22 **Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this Lease in the Landlord's registered title.
- 1.23 **VAT:** Value Added Tax or any tax levied in substitution for or supplemental to it.

2. INTERPRETATION

In this Lease:

- 2.1 a reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 2.2 whenever the Tenant is more than one person or body, or the Landlord is more than one person or body, all the obligations of (as the case may be) the Tenant or the Landlord in this Lease can be enforced against all of the people or bodies jointly and against each individually;
- 2.3 a reference to an Act of Parliament refers to that Act as it applied at the date of this Lease and any later amendment or re-enactment of it;
- 2.4 any words importing one gender shall include the other gender;
- 2.5 where the Tenant agrees not to do something that includes an agreement not to allow anyone else to do that thing;
- 2.6 except as otherwise provided for in this Lease, any payments or service provided and referred to in this Lease shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition to the sum chargeable and on receipt of a valid VAT invoice;
- 2.7 a right granted to the Landlord to enter the Property includes the right for anyone authorised by the Landlord to enter the Property for the



National
Trust

Property: Parke

Title: Parke Committee Room
Lease Plan

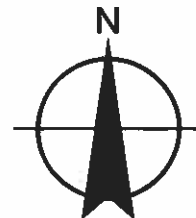
Scale: 1:1,250 @ A3

Grid Ref: 280,569 78,560

Date: 13/08/2018

Document Name: parke committee room

South West Exeter Consultancy Hub,
Killerton House, Broadclyst, Exeter EX5 3LE
Telephone 01392 881691



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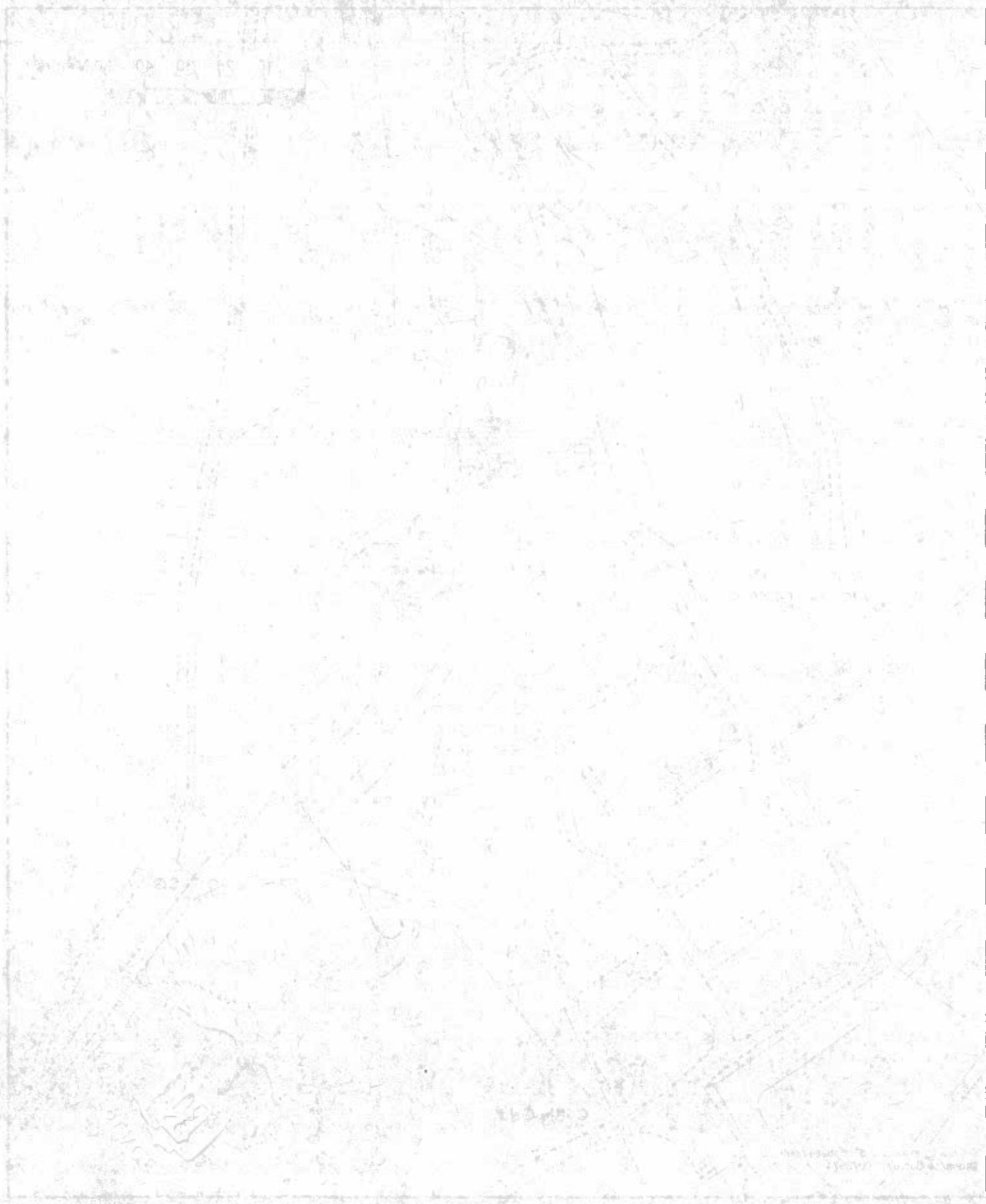
Parke

CG

Cattle Grid

280,500

280,600



relevant purpose, and to bring on to the Property machinery and other equipment but on notice in writing of at least 48 hours (except in an emergency);

- 2.8 headings are included for ease of reading only and do not affect the meaning of any provision in this Lease.

3. LETTING

- 3.1 The Landlord lets the Property with full title guarantee to the Tenant for the Term and the Tenant agrees to pay the Rent and comply with the other obligations on the part of the Tenant set out in this Lease.
- 3.2 The Property is held by or in trust for a charity by the Landlord, a non-exempt charity, but this Lease is one falling within paragraph (a) of section 117 (3) of the Charities Act 2011.
- 3.3 This grant is made subject to the Third Party Rights.

Landlord's obligation

- 3.4 The Landlord will allow the Tenant to possess and use the Property during the Term without interference from the Landlord or anyone who derives title from the Landlord (although this will not preclude the Landlord from taking action should the Tenant fail to pay any rent due or should the Tenant breach the provisions of this Lease).

4. RIGHTS GRANTED TO THE TENANT

The Property is let together with the benefit of the following rights which can be enjoyed by the Tenant jointly with the Landlord and all others entitled to them being the right to use the:

- 4.1 access routes granted to the Tenant by the Parke Lease PROVIDED THAT the tenant shall not be required to pay any contributions set out in the rights granted under the Parke Lease, and
- 4.2 access on foot over the Courtyard;
- 4.3 vehicular access for loading/unloading and deliveries only in association with the use of the Property as a meeting room
- 4.4 Public Toilets, this right being conditional on the Tenant paying the Service Charge;

- 4.5 Service Apparatus and to receive Services through such Service Apparatus as are from time to time in, on, over or under the Adjoining Land together with a right to enter onto such parts of the Adjoining Land as are necessary to lay, repair, maintain, renew or replace any Service Apparatus serving the Property subject to obtaining the consent of the Landlord not to be unreasonably withheld or delayed; and
- 4.6 Septic Tank System
- 4.7 A right of support for the Building
- 4.8 A right to use and a right of access to and from the Compost Area over the Adjoining Land.
- 4.9 A right of entry to the Adjoining Land at reasonable times for the purpose of repair to and maintenance of the Property subject to making good and causing minimal disruption to the Landlord and its tenants.

5. RIGHTS RESERVED TO THE LANDLORD

The Property is let subject to the following rights and exceptions which are reserved or excepted to the Landlord and all others entitled to exercise them:

- 5.1 the right for the Landlord and its staff to use the Property free of charge occasionally during office hours subject to availability;
- 5.2 the right to use all Service Apparatus from time to time laid in, on, over or under the Property;
- 5.3 the right to use such part or parts of the Septic Tank System which may be in or under the Property and to inspect, maintain, connect into, clean, repair, renew or alter any part or parts of the same PROVIDED THAT the Landlord shall use all reasonable endeavours to not do anything as a result of which the Septic Tank System shall become blocked or obstructed or the source of unpleasant or harmful smells or a nuisance to the Tenant (which shall include but not be limited to the installation and maintenance of the Grease Separator) and/or people authorised by the Tenant to use the Property, adjoining landowners or any other person
- 5.4 the right to:
 - (a) all mines, minerals and substrata in or under the Property;

- (b) water from all sources of water on or under the Property; and
- (c) all archaeological or historical artefacts on or under the Property;

5.5 the right to build on to or to develop and deal with any neighbouring property belonging to the Landlord in any way the Landlord wishes, even if this affects the light or air to the Property;

5.6 the right to enter the Property at all reasonable hours and upon providing a minimum of 48 hours written notice (except in an emergency) to:

5.6.1 inspect, maintain, connect into, clean, alter or add new Service Apparatus or security systems on over or under the Property;

5.6.2 inspect, maintain or carry out work to any neighbouring property (including the right to erect scaffolding on the Property where reasonably necessary) where such works cannot reasonably be carried out without obtaining access to the Property;

5.6.3 inspect and value the Property for insurance purposes;

5.6.4 exercise any rights reserved to the Landlord under this Lease and carry out the obligations on the Landlord in this Lease;

5.6.5 make records of the Landlord's fixtures and fittings in the Property;

Provided that the Landlord shall make good any damage caused to the Property in the exercise of these rights and exceptions to the reasonable satisfaction of the Tenant and provided the exercise of the same does not materially adversely affect the Tenant's use and enjoyment of the Property PROVIDED THAT nothing in this clause shall prevent the Landlord from carrying out major refurbishment or maintenance projects where the Landlord shall mitigate as far as reasonably possible any adverse impact on the Tenant and its use of the Property for the duration of any such Works and shall consult with the Tenant to try and agree such measures as may be necessary to comply with this clause prior to any such works being undertaken and shall take the Tenant's reasonable representations into account

6. PAYMENT OF RENT AND OTHER MONIES

Tenant's Obligations

The Tenant shall:

- 6.1 pay (when asked for it, unless otherwise specified below) as rent to the Landlord by direct debit if the Landlord requires:
 - 6.1.1 the Rent from the Rent Commencement Date by equal payments in advance on the Rent Payment Dates, (the first and last payments being proportionate sums if appropriate, and the first payment to be made on the date of this Lease, being the period from the Rent Commencement Date to and including the next Rent Payment Date);
 - 6.1.2 interest at the Interest Rate on any Rent or other sum payable by the Tenant under this Lease which is paid more than 7 days after it is due (whether or not the Landlord has issued a demand for it); and
 - 6.1.3 the Insurance Rent and Service Charge or any part of them within 21 days of written demand by the Landlord;
- 6.2 pay the Landlord's reasonable and proper costs (including legal and surveyors fees) incurred in connection with the Tenant applying for any Landlord's consent or approval under this Lease, whether or not such consent or approval is granted;
- 6.3 pay all costs and expenses (including legal and surveyors fees) which the Landlord incurs in:
 - 6.3.1 preparing and serving a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order; or
 - 6.3.2 preparing and serving a schedule of dilapidations (whether served during the Term or within 3 months after the end of the Term);
- 6.4 pay a fair proportion according to use of all charges and bills from utility companies and all associated meter and standing charges and any other impositions and outgoings and all business rates and other general local or parliamentary taxes relating to the Property or the monitoring or inspection by third parties of the systems serving the Property;

6.5 reimburse to the Landlord all proper costs, losses, claims, proceedings, expenses or other liability incurred by or brought against the Landlord and arising in any way from:

6.5.1 any breach of any of the Tenant's obligations contained in this Lease;

6.5.2 the enforcement of any of the Tenant's obligations contained in this Lease;

6.5.3 any act neglect default or omission by the Tenant or any other person in the Property with the express or implied consent of the Tenant; and/or

6.5.4 the Tenant's use of the Property.

BUT EXCLUDING

any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

7. REPAIRING AND DECORATING THE PROPERTY

7.1 The Landlord and Tenant agree:

7.1.1 The Tenant shall:

- (a) keep the Property and the Building located thereon, and any Service Apparatus exclusively serving it, (save where any apparatus are part of the Septic Tank System) in good repair and condition and shall make good any damage caused to the Property during the Term;
- (b) keep any fixtures and fittings within the Property which belong to the Landlord in good repair and condition and to replace any such fixtures and fittings which are, in the Landlord's reasonable opinion, broken, damaged or worn out beyond repair;
- (c) decorate the internal parts of the Building in every seventh year of the term and the external parts in every fifth year of the term and all parts in the final year of the term however it ends, that decoration to be carried out in

a good and workmanlike manner with good quality materials and in last redecoration the design of which to be approved in advance by the Landlord.

7.2

7.2.1 The Tenant shall not have to make good any damage to the Property caused by an Insured Risk save:

- (a) for any damage caused as a result of the Tenant's negligence or default or failure to comply with the terms of this Lease; or
- (b) to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them;

7.2.2 the Tenant shall allow the Landlord to enter the Property at reasonable hours in the daytime to inspect the state of repair and condition of the Property;

7.2.3 if the Landlord gives the Tenant notice of any failure to do the repairs or the decoration work required by this Lease, the Tenant will start the work within 5 months of such notice, or immediately in case of emergency, and will complete the work without delay; and

7.2.4 if the Tenant fails to carry out the works required by clause 7.2.3, the Tenant will allow the Landlord to enter the Property to carry out the work and agrees to pay to the Landlord on demand the reasonable and proper costs of undertaking the work and all expenses incurred by the Landlord including reasonable legal costs and surveyors fees.

Tenant's Obligations

7.3 The Tenant must notify the Landlord as soon as reasonably practicable about any defect in or any damage to the Property or on the Adjoining Land that might give rise to the Landlord having to comply with its obligations in this Lease or any duty of care imposed on the Landlord under the Defective Premises Act 1972 or otherwise.

8. CARING FOR THE PROPERTY

Tenant's Obligations

8.1 The Tenant shall:

- 8.1.1** ensure that all electrical work is undertaken by an electrician approved by the National Inspection Council for Electrical Installation Contracting;
- 8.1.2** take reasonable precautions to prevent damage caused by frost to the tanks pipes and drains at the Property;
- 8.1.3** sweep all chimneys or flues used by the Tenant as often as necessary and in any event at least every 6 months during the Term and in the last month of the Term and to keep all unused chimneys and flues free from obstructions. All chimney and flue sweeping must be carried out by a person approved by HETAS Limited or such other body as the Landlord (acting reasonably) approves from time to time and produce to the Landlord within 14 days of demand by the Landlord a certificate evidencing that the Tenant has complied with this clause;
- 8.1.4** give notice to the Landlord on becoming aware of any infestation or infection of the Property by woodworm, dry rot or other infestation and, at the option of the Landlord, either:
 - (a)** carry out such treatments and works as the Landlord may reasonably require to eradicate the infestation or infection and to prevent other parts of the Property becoming infected and to remedy any damage caused by such infestation (such works to be carried out in a good and workmanlike manner); or
 - (b)** permit the Landlord or its representatives to enter the Property to carry out such treatments and work and to pay to the Landlord on demand all reasonable and proper costs and expenses (including fees and any VAT) incurred by the Landlord in undertaking these works.
- 8.1.5** undertake any works reasonably requested by the Landlord, the Landlord's insurers and/or as required by relevant

legislation which will protect the Property from damage by fire within a reasonable time period specified by the Landlord;

- 8.1.6 provide and maintain in good working condition any fire-fighting equipment that the Landlord reasonably requires on the Property and/or which is required by legislation to be there;
- 8.1.7 carefully preserve all panelling and ornamental woodwork or plasterwork in the Property and ensure that it does not become damaged; and
- 8.1.8 ensure that all reasonable care and precautions are taken with regard to public opening so as to protect the condition of the Showrooms and the Landlord's furniture and chattels kept in them.

9. USING THE PROPERTY

Tenant's Obligations

9.1 The Tenant shall use the Property for the Permitted Use only.

9.2 The Tenant shall not:

- 9.2.1 sleep or reside at the Property, allow anyone else to sleep or reside there or receive lodgers or paying guests at the Property;
- 9.2.2 use the Property for any illegal, immoral or offensive purpose nor for any act or thing which may be or become a legal nuisance to or cause damage or annoyance to the Landlord the owners or occupiers of neighbouring property or to the public;
- 9.2.3 use portable appliances fuelled by oil, paraffin or bottled gas nor use any naked flame in the Property;
- 9.2.4 use any blowlamp, welding equipment, hot air paint stripper or other heat producing tool in or on the Property;
- 9.2.5 hang outside of any building on the Property any articles in any place visible to members of the public;

- 9.2.6 disturb or interfere with in any way any bats present on the Property or their roosting places at the Property;
- 9.2.7 allow the Property to be used by, or for the benefit of, any political party, body, group or organisation;
- 9.2.8 allow any commercial photography or films to be made on the Property (but may allow filming intended solely for private or domestic viewing);
- 9.2.9 do anything (which shall be limited to using all reasonable endeavours to prevent the same) as a result of which the Septic Tank System shall become blocked or obstructed or the source of unpleasant or harmful smells or a nuisance to the Landlord and/or people authorised by the Landlord to use the Adjoining Land, adjoining landowners or any other person;
- 9.2.10 use any liquid fuel or portable gas heaters nor any free-standing electric fires or heaters (save of the electric convector or blower type provided they are not left unattended);
- 9.2.11 paint, stain, colour or drive nails or screws into, repair, move or alter panelling, woodwork or plasterwork without the prior written approval of the Landlord; nor
- 9.2.12 erect any sign other than those which may be approved by the by the Landlord in writing beforehand, such approval to include design, specification and location.

Other Provisions

- 9.3 The Landlord and the Tenant agree that nothing contained in this Lease shall imply or warrant that the Property may be used under any planning legislation, or any other legislation, for the Permitted Use.

10. ALTERING THE PROPERTY

- 10.1 The Tenant shall not:

make any alteration or addition to the Property save so far as may be required to comply with its obligations under this Lease

- 10.1.1 replace the architectural features of the Property (including windows, doors and rainwater goods) with others of a different style, design or material;
- 10.1.2 install any television aerial, satellite dish or other such apparatus on the outside of the Property; nor
- 10.1.3 connect into any Service Apparatus without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed).

11. DEALING WITH THE PROPERTY

The Tenant shall not assign, underlet, charge, part with or share possession or occupation of the whole or any part of the Property or hold this Lease on trust for any person

12. COMPLYING WITH LEGISLATION

Tenant's Obligations

12.1 The Tenant shall:

- 12.1.1 to the extent the compliance is not the obligation of the Landlord under the provisions of this Lease comply with every Act of Parliament, order, regulation, law or bye-law relating to the Property or to the use of the Property by the Tenant;
- 12.1.2 if the Tenant receives any notice or other communication relating to the Property ('the Notice') from any authority acting (directly or indirectly) under an Act of Parliament:
 - (a) promptly send a copy of the Notice to the Landlord;
 - (b) to the extent the compliance is not the obligation of the Landlord under the provisions of this Lease take all steps necessary to comply with the Notice and take any other action as may be required to comply with the Notice, including undertaking any necessary works or modifications to the Property; and
 - (c) (if the Landlord reasonably requires) join with the Landlord in making representations about any proposed development of the Property or neighbouring

property where such development will adversely affect the Tenant's use and enjoyment of the Property.

- 12.2 The Tenant shall not apply for planning permission for the Property nor make any application under any planning legislation from time to time in force.

13. INSURING THE PROPERTY

Tenant's Obligations

13.1 The Tenant shall:

- 13.1.1 promptly give the Landlord written notice on becoming aware of any event or circumstance which might affect or lead to an insurance claim;
 - 13.1.2 if the Property and/or Building is damaged during the Term by an Insured Risk pay to the Landlord the sum of £1,000.00 in respect of damage by subsidence and £100.00 in respect of damage by all other risks by way of contribution towards the uninsured excess of the policy of insurance (or such other contribution as may be specified by the Landlord acting reasonably and taking account of the excesses for insurance policies offering similar cover to that acquired by the Landlord which are available in the market at the time); and
 - 13.1.3 pay to the Landlord an amount equal to the whole or the irrecoverable portion of the cost of rebuilding or reinstating the Property and/or Building that would have been payable under the Landlord's insurance policy but is irrecoverable due to an act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 13.2 The Tenant shall not do or omit to do anything which will contravene the terms of any insurance policy relating to the Property and/or Building or which may vitiate or increase the premium for such insurance and shall comply with the requirements of the Landlord's insurers of which it is from time to time notified in writing.
- 13.3 The Tenant shall not effect any insurance of the Property and Building, but if it becomes entitled to the benefit of any insurance proceeds in

respect of the Property and Building pay those proceeds or cause them to be paid to the Landlord.

- 13.4 The Tenant shall take out and maintain throughout the Term with an insurer approved by the Landlord and on terms and conditions approved by the Landlord Employer's Liability Insurance and Public Liability Insurance with sums assured of not less than ten million pounds (£10,000,000.00) per policy or such other sums as the Landlord specifies from time to time in writing and to produce copies of such insurance policy and receipts for the premiums paid if demanded by the Landlord.

Landlord's obligations

- 13.5 The Landlord shall:

- 13.5.1 adequately insure the Property, Building and the Public Toilets and any Landlord's fixtures and fittings at the Property and the Public Toilets (but not its contents):

- (a) against damage or destruction by the Insured Risks;
- (b) in the full rebuilding cost of the Property, Building /Public Toilets (as appropriate) together with an appropriate percentage for professional fees and expenses and site clearance costs;

to the extent that such insurance can ordinarily be arranged with an insurer of repute, such insurance to be subject to such excesses, exclusions and limitations as the Landlord shall reasonably determine or that may be imposed by the insurer.

- 13.6 The Landlord and the Tenant agree that:

- 13.6.1 if the Property, Building or Public Toilets or any access thereto is damaged by an Insured Risk and as a result is rendered unfit for occupation and use or is inaccessible:

- (a) the Landlord may, no later than 2 months after the date of the destruction or damage, serve notice on the Tenant that it intends to rebuild the Property/Building/Public Toilets (as appropriate); and
- (b) if the Landlord does not serve notice in accordance with the above clause either party may at any time after two

calendar months from the date of destruction or damage, serve notice on the other that it intends to end the Lease. The Lease will terminate on service of such notice.

13.6.2 the Rent or a fair proportion of the Rent (according to the extent of the damage) will be suspended:

- (a) if the Landlord serves notice in accordance with clause 13.6.1(a) from the date of damage or destruction until the Property has been reinstated and made fit for occupation and use and/or is accessible; or
- (b) if the Landlord does not serve notice in accordance with clause 13.6.1(a) for a period of 2 months from the date of damage or destruction;

13.6.3 the Rent will not be suspended in accordance with the preceding clause if the Landlord's insurance policy has been invalidated in whole or in part because of any act or default of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them;

13.6.4 should the money payable under the Landlord's insurance policy be irrecoverable in whole or in part through any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, the Tenant will pay to the Landlord the whole or the irrecoverable proportion of the cost of rebuilding or reinstating the Property/Building/Public Toilets.

13.6.5 The Landlord shall:

13.6.5.1 keep the Public Toilets in good repair and condition throughout the duration of the Term; and

13.6.5.2 Supply all necessary janitorial supplies to the Public Toilets

13.6.6 The Landlord shall as soon as is reasonably practicable arrange for the water and electricity supplies to the toilets to be transferred to the Landlord's supplies to the Adjoining Land and from the date the Term commences, the Tenant shall not be responsible for the cost of utilities or any other costs relating to the Public Toilets over and above the Service

Charge where such costs are currently assessed with the Property or are currently paid for by the Tenant and the Landlord shall be responsible for such costs and shall reimburse the Tenant in respect of the same..

13.6.7 The Landlord shall:

- 13.6.7.1 Install and connect the Property into a new Septic Tank System upon the Property and/or Adjoining Land by no later than December 2018 and (subject to the payment of the Service Charge under the Parke Lease) thereafter repair and maintain the same using materials which are fit for the purpose for which they are intended; and in accordance with all necessary consents relating to the installation and use of the same (which the Landlord shall obtain when necessary) and to provide copies of such consents to the Tenant, upon request.

14. NOTICES

Tenant's Obligations

The Tenant shall send to the Landlord promptly any notice (other than a notice sent by the Landlord) received concerning the Property or any neighbouring property (whether or not the same is owned by the Landlord).

15. AT THE END OF THE TERM

Tenant's Obligation

- 15.1 At the end of the Term (however it ends) the Tenant shall return possession of the Property to the Landlord, leaving the Property in the state in which this Lease requires the Tenant to keep it, the Tenant undertaking any necessary works of repair or decoration, cleaning or tidying and removing any chattels and rubbish as necessary and (if requested by the Landlord at least 3 months before the end of the Term) removing any alterations (including any sign) it has made to the Property (provided that the parties agree that the Tenant shall not be required to remove the Building although no compensation shall be payable by the Landlord in respect of the Building) and will make good any damage caused by such removal.

Other Provisions

- 15.2 The parties agree that if at the end of the Term (however it ends) the Tenant has left furniture or other belongings in the Property the Landlord shall be entitled after providing written reasonable notice to the Tenant to remove and dispose of any belongings left by the Tenant and to recover the reasonable costs of storage and sale from the proceeds, with any balance being paid to the Tenant.

16. ENDING THE LEASE BY THE LANDLORD

- 16.1 The Landlord and the Tenant agree that:

- 16.1.1 the Landlord is entitled to re-enter the Property and end the Term of this Lease before it expires whenever:

- (a) the Tenant is 21 days or more late in paying any rent, even if it was not formally demanded;
- (b) the Tenant has not complied with any material obligation in this Lease;
- (c) the Parke Lease terminates for any reason whatsoever;
or
- (d) the Tenant ceases to exist.

- 16.2 On such entry the Term shall end but the re-entry by the Landlord does not cancel any outstanding obligation which the Tenant owes to the Landlord.

17. BREAK CLAUSE

- 17.1 The Landlord and the Tenant agree that if the Tenant wishes to terminate this Lease and the Parke Lease on 1 March 2027, 1 March 2037, or 1 March 2047 and gives the Landlord not less than twelve months' notice in writing, on expiry of such notice the Term shall end but this does not cancel any outstanding obligations which either party owes to the other.

- 17.2 The Landlord and Tenant agree that if the Tenant notifies the Landlord in writing that any successors, assigns, transferees, public bodies or persons are at any time to assume the functions of the Tenant, the Tenant may prior to any such transfer taking effect, terminate this Lease on not less than 24 months' notice in writing and on expiry of such notice the Term shall end but does not cancel any outstanding

obligations which either party owes to the other PROVIDED THAT the parties agree that if the functions of the Tenant are transferred within the 24 month period, such transfer shall not be in breach of clause 11 of this Lease.

- 17.3 The Landlord and Tenant agree that this Lease shall terminate on the date the Parke Lease ends, howsoever determined

19. VARIOUS OTHER MATTERS

The parties agree that:

- 19.1 except as expressly provided in this Lease, no provision of this Lease shall be enforceable by a third party who is not a party to this Lease;
- 19.2 if any provision of this Lease is held by any competent authority to be invalid or wholly or partly unenforceable the validity of the other provisions of this Lease and the remainder of the provision in question shall not be affected;
- 19.3 nothing in this Lease will imply or grant any easement or other right other than as expressly set out in this Lease;
- 19.4 this Lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this Lease and supersedes any previous agreement between the parties relating to the transaction;
- 19.5 the Tenant acknowledges that in entering into this Lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord; and
- 19.6 nothing in this clause shall operate to limit or exclude any liability for fraud.

SCHEDULE 1 – RENT REVIEW

Option A – Open Market Rent Review

1. DEFINITIONS

In this Schedule the following words have the following meanings:

- 1.1 First Review Date:** 1 March 2028.
- 1.2 Review Dates:** the First Review Date and the anniversary of that date in every fifth year of the Term and references to a 'Review Date' are references to any one of the Review Dates.
- 1.3 Review Period:** a period beginning on any Review Date and ending on the day before the next Review Date or the last day of the Term, as the case may be.
- 1.4 Revised Rent:** such sum as shall be ascertained according to the provisions of this Schedule.

2. THE REVISED RENT

2.1 The Rent

The Rent payable from and including each Review Date shall be the Revised Rent.

2.2 The Revised Rent

The Revised Rent shall be the amount agreed between the Landlord and the Tenant or in the absence of agreement an amount to be determined by an independent Valuer as provided below.

3. APPOINTMENT OF VALUER

3.1 Appointment of the Valuer

If the Landlord and the Tenant fail to agree the Revised Rent either party may (whether before or after the relevant Review Date) refer the matter to an independent chartered surveyor to be nominated by agreement between the Landlord and the Tenant or, in the absence of agreement, nominated by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of either the

Landlord or the Tenant ('the Valuer'). A referral to a Valuer shall not be made earlier than 3 months before the relevant Review Date.

3.2 Expert

The Valuer shall act as expert and not as arbitrator.

3.3 Representations

Within 1 month of his appointment the Valuer must invite the Landlord and the Tenant to make written representations within 1 month as to the amount of the Revised Rent, taking into account the presumptions set out below supported by comparables and with written evidence of those comparables.

3.4 Visits

The Valuer may at his discretion choose whether or not to visit the Property.

3.5 Reasons

The Valuer need not give reasons for his decision unless requested in writing to do so by either the Landlord or the Tenant.

3.6 Presumptions and Disregards

The Revised Rent shall be the open market rent as at the relevant Review Date for the Property on the presumptions that as at the relevant Review Date:

- (a) the Property is available for letting without a premium with vacant possession by a willing landlord to a willing tenant for a ten year term and otherwise on the terms of this lease;
- (b) the Property is available and fit for immediate occupation;
- (c) the covenants in this Lease on the part of the Landlord and the Tenant have been fully observed and performed;
- (d) if the Property has been destroyed or damaged it has been fully restored;

- (e) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this Lease;
- (f) no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with statute;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property;
- (h) the willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property; and
- (i) the willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property;
- (j) that the Property comprises the land only and not the Building or buildings and that no works have been carried out by the Tenant whether before or during the term of this Lease

but disregarding:

- (k) any increase in value of the Property attributable to an improvement carried out by the Tenant or its predecessors in business with consent before or during the Term (otherwise than in pursuance of an obligation to the Landlord);
- (l) any reduction in the value of the Property attributable to a failure by the Tenant to comply with any terms of this Lease;
- (m) any effect on rent of the fact that the Tenant or any authorised undertenant or their respective predecessors have been in occupation of the Property;

- (n) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business; and

3.7 Time for determination

The Valuer must try to ascertain the amount of the Revised Rent within 3 months of the date of his appointment.

4. PAYMENT OF THE NEW RENT

The parties agree that:

- 4.1 the Tenant shall continue to pay the Rent at the existing rate in accordance with the terms of this Lease until the Revised Rent for any Review Period is ascertained;
- 4.2 the Revised Rent for any Review Period is to be payable from the relevant Review Date and must be paid until the Revised Rent for the next Review Period is ascertained or as appropriate for the remainder of the Term;
- 4.3 on determination of the Revised Rent for any Review Period the Tenant must forthwith pay to the Landlord the difference between the Rent payable immediately before the Review Date and the Revised Rent for the period from the relevant Review Date to the date of first payment of the Revised Rent with interest at the Interest Rate calculated on a daily basis for that period; and
- 4.4 the Revised Rent shall be deemed to have been ascertained on the date when it has been agreed between the parties or, in the absence of agreement, the date of the decision of the Valuer.

5. MEMORANDUM OF THE NEW RENT

When the Revised Rent for any Review Period has been determined a memorandum of the amount shall be endorsed on this Lease and the counterpart of it and shall be signed by or on behalf of the Landlord and the Tenant.

6. COSTS

The fees and expenses of any Valuer appointed to act under this Schedule shall be borne equally between the Landlord and Tenant unless the Valuer considers that either party has acted unreasonably in which case he may

require that party to meet the whole or any part of his fees and the costs of the other party.

7. THE REPLACEMENT OF THE VALUER

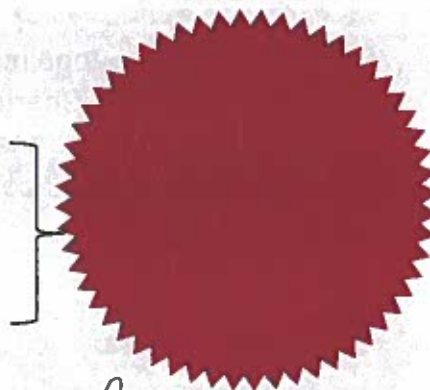
If the Valuer appointed to ascertain the Revised Rent dies refuses to act or becomes incapable of acting or if he fails to ascertain the revised rent within 3 months of the date on which he accepted the appointment then:

- 7.1 if he was appointed by agreement, the parties may agree to replace him and appoint a successor. His appointment shall then cease and his successor shall act in accordance with this Schedule;
- 7.2 if the Valuer was appointed by or on behalf of the President of the Royal Institution of Chartered Surveyors, either the Landlord or the Tenant may apply to the President to discharge him and appoint another Valuer in his place.

SCHEDULE 2 – SERVICE CHARGE

1. £2,500.00 + VAT per annum (the Initial Sum) subject to review on every third anniversary of the term commencement date to the sum which is the higher of
 - a. the Initial Sum and
 - b. the sum which is the result of multiplying the Initial Sum by the Retail Prices Index figure at the relevant triennial date and dividing the product by the Retail Prices Index figure existing at the start of the lease.

Executed as a deed by affixing the common seal of **THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY** in the presence of:



Authorised Signatory

A handwritten signature in black ink, written over a horizontal line.

Number in Sealing Register

23,061