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Title Number TT39637

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DATED

17th

February

1997

BLUE CIRCLE DEVELOPMENTS LIMITED

- to -

SEEBOARD plc

L E A S E

of substation sites and easements at
Medway Valley Business Park, Medway,
Kent

TERM OF YEARS: 99

COMMENCEMENT DATE:

Company Solicitor
SEEBOARD plc
Forest Gate
Brighton Road
CRAWLEY
West Sussex RH11 9BH

DX 89506 CRAWLEY 4

NJ/FAC/0343

CERTIFIED A TRUE COPY

M.A. NAL
MANAGER D.A.
COMPANY SOLICITOR
SEEBOARD plc
FOREST GATE
BRIGHTON RD, CRAWLEY
WEST SUSSEX, BN11 9BH

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1988

COUNTY AND DISTRICT : Kent - Rochester Upon Medway
TITLE NUMBER : K700456
PROPERTY : Land to the south of Cuxton Road,
Strood

T H I S L E A S E made 17th February 199⁷

B E T W E E N BLUE CIRCLE DEVELOPMENTS LIMITED of 84 Eccleston Square London SW1V 1PX (hereinafter called "the Lessor") of the one part and SEEBOARD plc whose registered office is at Forest Gate Brighton Road Crawley West Sussex RH11 9BH (Registered in England No. 2366867) (hereinafter called "Seeboard") of the other part

W I T N E S S E T H as follows:-

1. IN this Deed the following expressions shall have the following meanings:-

- (a) "the Lessor" shall include any person or body for the time being entitled to the reversion immediately expectant on the determination of the term
- (b) "Seeboard" shall include the successors in title of Seeboard
- (c) "the plan" means the Plan number DB/2G4386/10/1E annexed hereto
- (d) "the demised land" means the land described in the First Part of the Schedule hereto and shown and coloured pink on the plan being part of the property comprised in Title Number K700456
- (e) "the demised easements" means the rights and liberties specified in the Second Part of the Schedule hereto
- (f) "the blue land" "the brown land" and "the yellow land"

mean the land so coloured on the plan and also being part of the land comprised in the above Title

(g) "electric line" as defined in section 64(1) of the Electricity Act 1989 and communications cables

(h) "the term" means the term of years hereby created together with any statutory continuation thereof

(i) "the Building" means the building or glass reinforced plastic kiosk constructed or in course of construction on the demised land or on part thereof

(j) "the Estate Roads and Footpaths" means the roads (a road including in addition to the carriageway one or more pavements and/or verges where present or intended) and footpaths now or within Twenty-one years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the land comprised in the above Title including in particular (but not by way of limitation) the roads and footpaths shown on the plan and the sites thereof before the same are constructed so far as the same lie within the said land comprised in the said Title

2. IN consideration of the sum of ONE POUND (£1.00) paid to the Lessor by Seeboard (the receipt of which sum the Lessor hereby acknowledges) and the covenants by Seeboard hereinafter contained the Lessor hereby demises unto Seeboard ALL THAT the demised land ^{A/}TOGETHER with the demised easements ⁸TO HOLD the same unto Seeboard for the term of 99 years beginning on the date hereof

3. SEEBOARD hereby covenants with the Lessor as follows:-

(a) To pay all rates and taxes whatsoever now or hereafter payable in respect of the demised land

- (b) Not to use the demised land or the Building otherwise than for the purposes of an Electrical Transformer Substation
 - (c) Not to assign underlet or part with the possession of the demised land or the Building or any part thereof
 - (d) To exercise the demised easements so as to cause no unnecessary damage injury or disturbance and at Seeboard's own expense and to the reasonable satisfaction of the Lessor to make good all damage that may be caused thereby including the backfilling of excavations (but excluding the laying or cost of the permanent surface thereof when the electric lines are first laid)
 - (e) To maintain the Building in good and substantial repair and condition replacing or renewing the same or any part thereof whenever necessary
 - (f) On the expiration or sooner determination of the term to quietly yield up the demised land
4. THE Lessor hereby covenants with Seeboard as follows:-
- (a) That Seeboard observing the stipulations on its part herein contained shall and may peaceably and quietly hold and enjoy the demised land and the demised easements without any interruption or disturbance by the Lessor or any person claiming by through under or in trust for the Lessor
 - (b) To indemnify and keep indemnified Seeboard from and against all liability in respect of or arising out of the making up and taking over by the relevant highway authority as highways maintainable at the public expense of the roads and footpaths or intended roads and footpaths which adjoin or will adjoin the demised land or to which access will be had from the demised land
 - (c) With the intent and so as to bind the brown land and the

yellow land and every part thereof and also those parts of the land comprised in the above Title which lie within 1.5 metres of the brown land and/or the yellow land into whosoever hands the same respectively may come and to benefit and protect the demised easements:-

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by Seeboard in the exercise of the demised easements

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the brown land and/or the yellow land in such a manner as to render the laying of any electric line thereunder or access to any electric line retained or laid thereunder or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this present covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the brown land and/or the yellow land as forms the site of an intended or existing road or footpath or other accessway after the initial laying of electric lines thereunder by Seeboard pursuant to the demised easements

(iii) Without prejudice to the generality of sub-clause (ii) hereof not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the brown land and/or the yellow land

(d) With the intent and so as to bind the parts of the land

in the above Title affected thereby into whosoever hands the same may come and to benefit and protect the demised land and/or the Building:-

(i) Not to interfere with or obstruct nor permit or suffer any interference with or obstruction of the free flow of air through the means of ventilation of the Building

(ii) Not to do nor permit or suffer to be done anything which will interfere with or reduce the right of support and protection for the Building

5. PROVIDED ALWAYS and IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The term may be determined at any time after the date on which Seeboard ceases permanently to require the demised land for an Electrical Transformer Substation by Seeboard giving to the Lessor not less than Three calendar months' previous notice in writing to that effect and upon the expiration of such notice the term shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any breach of the covenants and agreements herein contained

(b) All apparatus instruments electric lines and other equipment of every description now or at any time during the term to be provided or fixed by Seeboard in or on any part of the demised land or now laid or at any time during the term to be laid under the brown land and the yellow land and the Estate Roads and Footpaths or any of them shall be and remain the property of Seeboard who may exchange vary or remove the same at its absolute discretion at any time and may remove the same at the expiration or sooner determination of the term making good all damage done thereby

(c) That notwithstanding Section 196(3) of the Law of

Property Act 1925 as applied by Section 196(5) of that Act any notice required or authorised to be served on Seeboard under this Lease shall not be served by affixing it or leaving it for Seeboard on the demised land or the land affected by or the subject of the demised easements

(d) In the event of any breach of any of the covenants and agreements on the part of Seeboard herein contained the Lessor may re-enter upon the demised land at its own risk

6. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

(a) In this clause the expression

(1) "retained land" means the whole or any part of the remainder of the land belonging to the Lessor adjoining the demised land

(2) "develop" includes redevelop

(3) "alternative site" and "alternative route(s)" mean respectively such site and route(s) within the retained land as shall be reasonably approved by Seeboard as reasonably and proper suitable alternatives for Seeboard's purposes and by any Planning or other Authority having jurisdiction in the selection thereof

(b) If the Lessor shall during the term desire to develop the retained land and it is necessary for such development to include the demised land and/or the land the subject of the demised easements or some part thereof and shall have obtained Planning Permission for such development Seeboard will surrender to the Lessor the demised land and/or so far as necessary the demised easements subject to the following terms and conditions:-

(1) The Lessor shall give to Seeboard not less than six

months' notice in writing of its desire to implement this clause

(2) On or before the expiration of the said notice the Lessor shall (subject to investigation and approval of title by Seeboard's Solicitor) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Lessor) and without payment of any consideration by Seeboard demise to Seeboard an alternative site and easements in respect of the alternative route(s) such demise to be for a period equal to the period then unexpired of the term or for such longer term as the parties shall agree but otherwise to be in like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

(3) Subject to all necessary labour and materials being available but as soon as practicable after such demise to Seeboard in respect of the alternative site and the alternative route(s) Seeboard shall (in the following order of events):-

(i) complete the erection of an electricity substation on the alternative site and laying or construction and installation of any necessary electric lines along the alternative route(s) and the bringing in to use thereof

(ii) remove so far as necessary the electricity substation from the demised land and so far as necessary remove the electric lines from the land the subject of the demised easements required to be released or render dead the same and

(iii) surrender to the Lessor this lease of the demised land and the demised easements

(4) The Lessor shall (to which effect the Lessor hereby covenants) be liable for and pay to Seeboard on demand the reasonable and proper costs charges and expenses properly

incurred or sustained by Seeboard in or arising out of:-

- (i) the construction and installation of an electricity substation on the alternative site and the laying or construction and installation of electric lines along the alternative route(s)
- (ii) the removal of the electricity substation from the demised land and of electric lines from the land the subject of the demised easements required to be released as aforesaid
- (iii) the preparation and completion of the documentation required in respect of the demise of the alternative site and easements in respect of the alternative route(s) and the surrender of the demised land and such of the demised easements required to be released as aforesaid including stamp duty and (if appropriate) all Land Registry fees for noting thereof on the Register of the title(s) relating thereto

7. THE parties hereto hereby apply to the Chief Land Registrar to enter notice of this Lease on the Register relating to the above Title

8. THE parties hereto hereby certify that there is no Agreement for Lease to which this Lease gives effect

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds

E X E C U T E D AS A DEED by the parties hereto but not delivered until the day and year first before written

THE SCHEDULE

First Part

The demised land

All that piece or parcel of land situate at Medway Valley Business Park Medway Kent and with the dimensions thereof shown and coloured pink on the plan

Second Part

C [The demised easements

- (1) Full right and liberty for Seeboard and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the blue land the brown land and the Estate Roads and Footpaths
- (2) Full right and liberty for Seeboard to open gates or doors installed in or along the south-western boundary of the demised land and/or the Building outwards over the brown land
- (3) Full right and liberty for Seeboard to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines under the brown land the yellow land and the Estate Roads and Footpaths and to break up the respective surfaces thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the adjoining land of the Lessor Seeboard making good to the reasonable satisfaction of the Lessor all damage caused
- (4) Full right and liberty to take in and expel air from the Building through the means of ventilation therefor
- (5) Full right and liberty to discharge surface water from the Building onto the Lessor's adjoining land

(6) Full right of support and protection for the Building from the adjoining land and (if any) buildings thereon and to project the eaves of the Building thereover

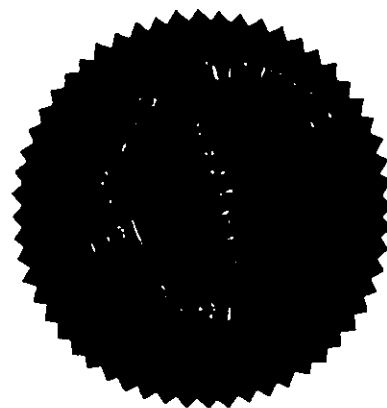
(7) Full right and liberty for Seeboard and all persons authorised by it to enter so far as may be necessary the adjoining land and (if any) buildings thereon for the purpose of inspecting maintaining and repairing the Building and the boundaries of the demised land } O

THE COMMON SEAL of
BLUE CIRCLE DEVELOPMENTS LIMITED)
was hereunto affixed in the)
presence of:-)

Director

Director
~~Secretary~~

G. H. Harris
W. J. H. H. H. H. H.



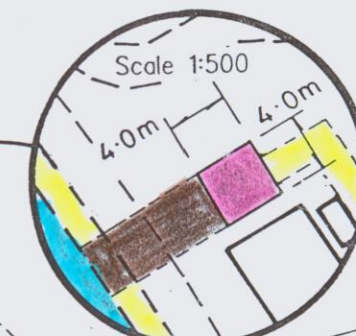
SEEBORD

DISTRIBUTION

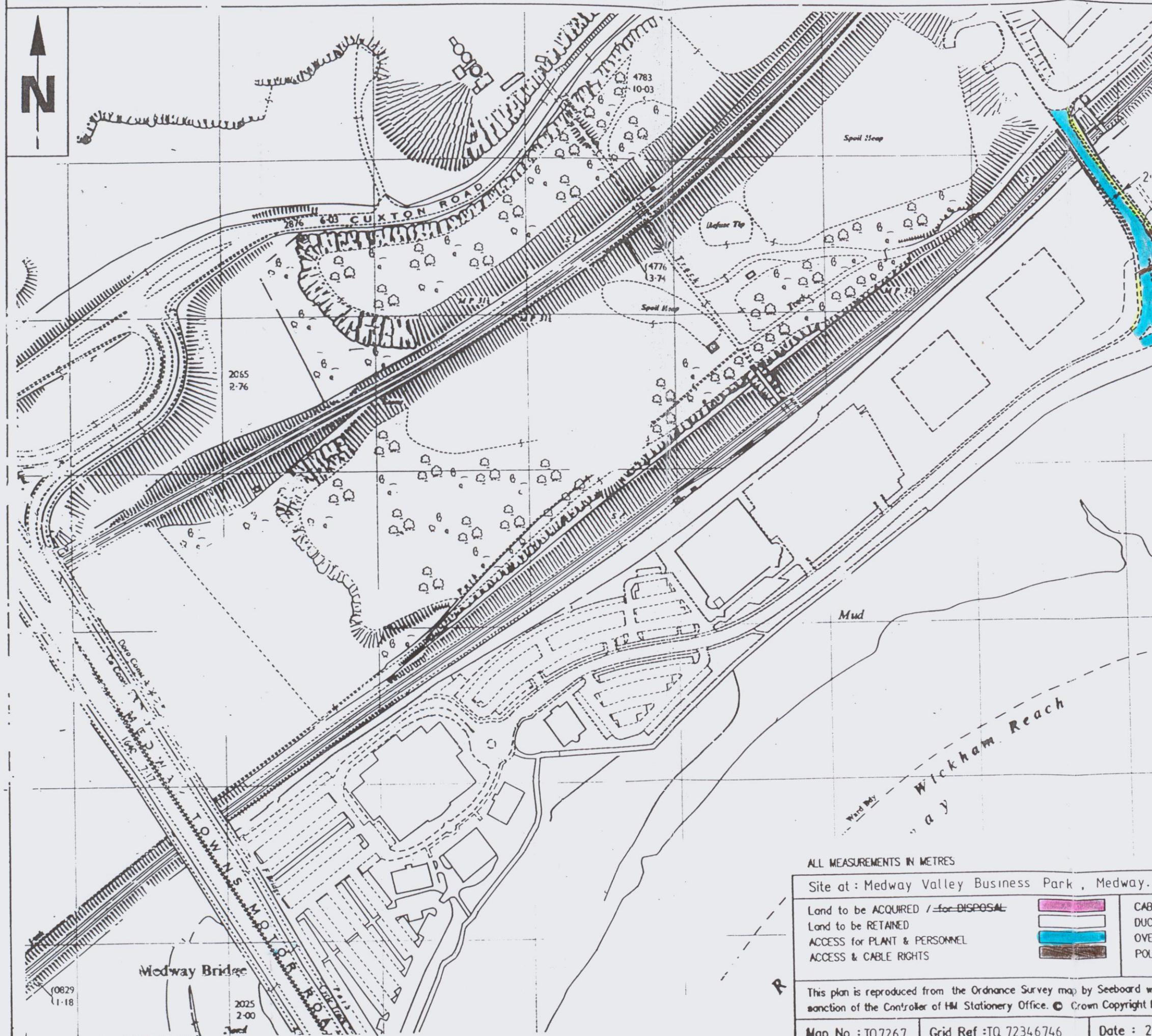
WAYLEAVES



Authorised Signatory
SEEBORD plc.



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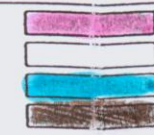
Mud

Wickham Reach

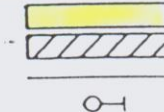
ALL MEASUREMENTS IN METRES

Site at: Medway Valley Business Park, Medway.

Land to be ACQUIRED / for DISPOSAL
Land to be RETAINED
ACCESS for PLANT & PERSONNEL
ACCESS & CABLE RIGHTS



CABLE RIGHTS ONLY
DUCTED CABLE RIGHTS ONLY
OVERHEAD LINE
POLE & STAY



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Map No : TQ7267

Grid Ref : TQ 72346746

Date : 2.4.96

Plan No : DB/2G4386/10/1E

WAYAS V2/84

