

These are the notes referred to on the following official copy

Title Number TT39637

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 26th September 2007

BLUE CIRCLE DEVELOPMENTS LIMITED

and

SOUTHERN WATER SERVICES LIMITED

LEASE

of

the site of a Pumping Station
at Medway Valley Park Kent

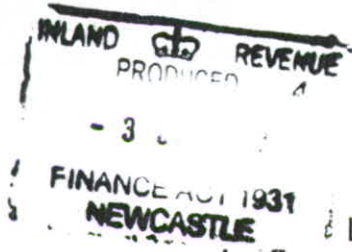
I hereby certify this to be a true copy
of the original



P. D. STOCKDALE, Solicitor, Worthing, Sussex

Ref: PDS/S2937A
D46





H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986

COUNTY: KENT

TITLE NUMBER:

PROPERTY: Pumping Station at Medway Valley Park

THIS LEASE made the 26th day of September Two thousand ^{and two} BETWEEN BLUE CIRCLE DEVELOPMENTS LIMITED whose registered office is at 84 Ecclestone Square London SW1V 1PX (hereinafter called "the Lessor" which expression where the context so admits includes its successors in title and assigns) of the one part and SOUTHERN WATER SERVICES LIMITED whose registered office is at Southern House Yeoman Road Worthing West Sussex BN13 3NX (hereinafter called "the Lessee" which expression where the context so admits includes its successors in title) of the other part

WITNESSETH as follows

1. In this Deed the following expressions shall have the following meanings :

- | | | |
|-----|----------------|--|
| (a) | "the Property" | means the land lying to the south of Cuxton Road Strood and known as Medway Valley Park of which the Lessor is the Registered Proprietor with absolute freehold title under Title Number K700456 |
| (b) | "the Plan" | means the Plan numbered 11595/A/006 Revision A annexed hereto |



- (c) "the Demised Premises" means the piece of land which forms part of the Property and is shown edged red on the Plan forming the site of a Pumping Station
- (d) "the Access Way" means the access way shown coloured brown on the Plan or such other reasonable means of access as the Lessor may from time to time nominate and provide
- (e) "the Rights" means the right for the Lessee its workmen and duly authorized agents and contractors in common with the Lessee and those authorized by it to pass and repass for the purposes of gaining access to and egress from the Demised Premises over the Access Way
- (f) "the Term" means the term of 99 years commencing on the date hereof
- (g) "the Statutory Undertaking" means the appointment of the Lessee pursuant to Section 6 of the Water Industry Act 1991 as sewerage undertaker for the area in which the Property is situate

2. IN consideration of the sum of One pound (£1.00) now paid by the Lessee to the Lessor (the receipt of which the Lessor hereby acknowledges) and the covenants on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee ALL THAT the Demised Premises TOGETHER with the Rights TO HOLD the same unto the Lessee for the Term

3. THE Lessee hereby covenants with the Lessor as follows:-

- (a) to pay and discharge all rates and taxes whatsoever now or hereafter payable in respect of the Demised Premises
- (b) not to assign underlet or part with possession of the Demised Premises or any part thereof other than to a successor company carrying on the Statutory Undertaking of the Lessee
- (c) not to use the Demised Premises otherwise than for the installation operation and maintenance of wastewater works and ancillary works in connexion therewith as part of its Statutory Undertaking and to maintain the same in good and substantial repair and condition
- (d) to indemnify the Lessor from and against all costs claims demands and expenses incurred in connexion with or arising out of any damage or injury arising as a result of the occupation by the Lessee of the Demised Premises or its exercise of the rights PROVIDED ALWAYS that the Lessor shall as soon as practicable give notice in writing to the Lessee of any such costs claims demands or expenses brought or made or threatened to be brought or made against the Lessor and shall not admit liability settle adjust or compromise the same without the written consent of the Lessee which at its own cost and in the name of the Lessor shall be entitled to defend settle compromise or otherwise deal with the same on such terms as it shall deem fit the Lessor giving to the Lessee at the Lessee's own cost all such assistance as it may reasonably require AND PROVIDED FURTHER that the foregoing indemnity shall not apply to any such costs claims demands or expenses as aforesaid occasioned by or arising out of any act neglect or default of the Lessor or the Lessor's servants agents or contractors or to such proportion thereof as may be attributable to any contributory act

neglect or default of the Lessor or the Lessor's" servants agents or contractors

- (e) on the expiration or sooner determination of the Term quietly to yield up the Demised Premises together with all additions thereto and on or before the expiration or sooner determination of the Term shall remove from the Demised Premises all plant machinery and other apparatus or fixtures thereon or thereunder making good to the reasonable satisfaction of the Lessor all physical damage caused by such removal
- 4. THE Lessor hereby covenants with the Lessee that the Lessee observing and performing the covenants on its part herein contained shall and may peaceably and quietly hold and enjoy the Demised Premises during the Term without any interruption or disturbance by the Lessor or any person claiming by through under or in trust for the Lessor
- 5. PROVIDED ALWAYS and IT IS HEREBY FURTHER AGREED AND DECLARED as follows:-
 - (a) The Term may be determined at any time after the date on which the Lessee ceases permanently to require the Demised Premises as part of its Statutory Undertaking by the Lessee giving to the Lessor not less than Three calendar months' 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) 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 authorized to be served on the Lessee under this Lease shall not be

served by affixing it or leaving it for the Lessee on the Demised Premises

6. 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 and that there is no Agreement for Lease to which this Lease gives effect
7. THIS Lease is a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995

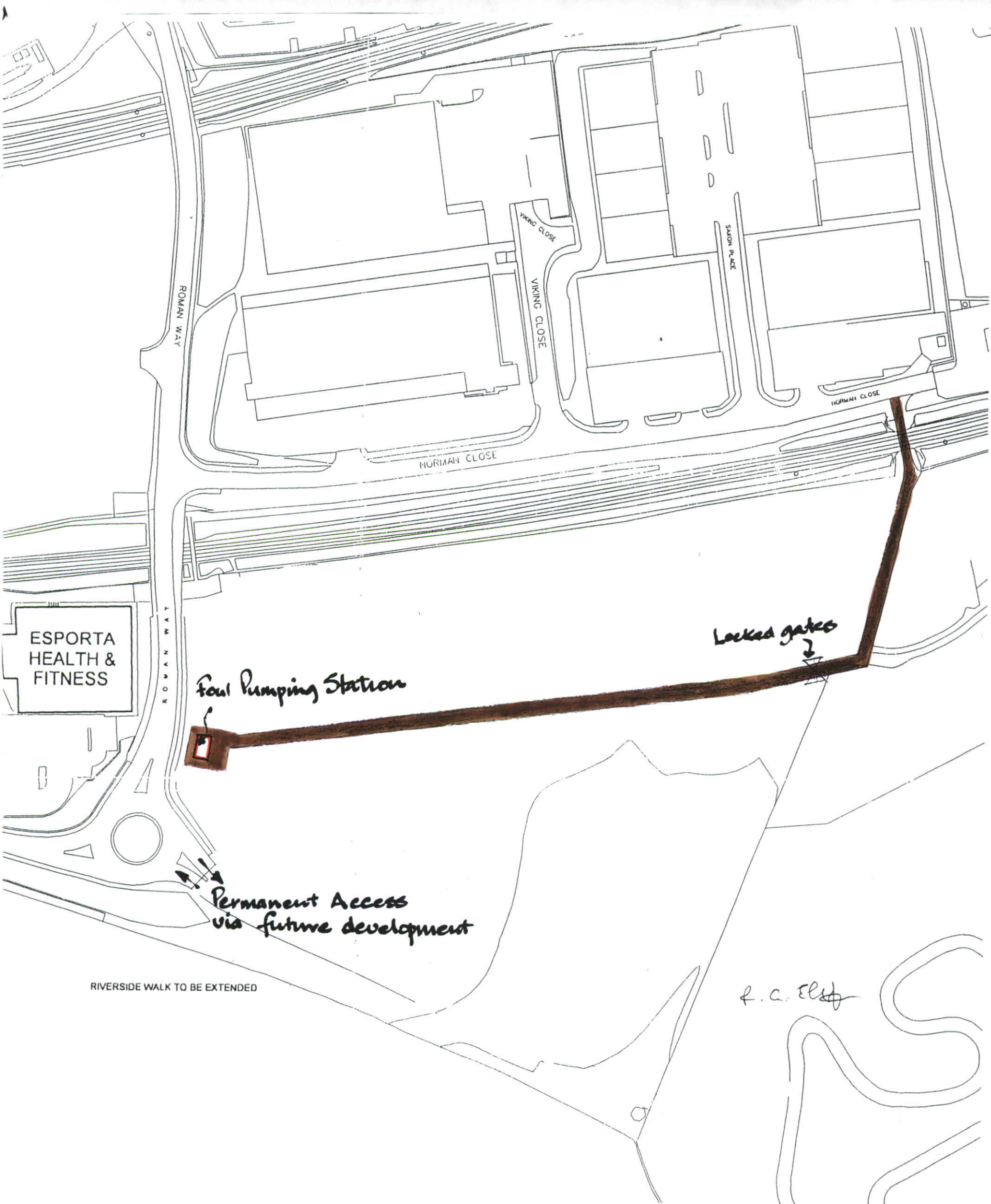
IN WITNESS whereof this document has been executed as a Deed the day and year first before written

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



R. G. P. S. H.
Authorized Signatory





Revisions:		A: BC site layout updated	11/8/98
SCALE	CLIENT		
NTS	WHITECLIFF PROPERTIES		
DATE	PROJECT		
AUG 98	MEDWAY VALLEY PARK (III)		
CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE. ONLY FIGURED DIMENSIONS ARE TO BE WORKED FROM. DISCREPANCIES MUST BE REPORTED BEFORE PROCEEDING.	TITLE		
	MASTERPLAN - TEMPORARY ACCESS ROUTE		
THIS DRAWING IS COPYRIGHT		REVISION	
DRAWN	CHECKED	DRAWING NUMBER	
RHA	PA	11595/A/006	A

**SIBLEY
ROBINSON**

THE OLD RECTORY, CHURCH LANE,
FULBOURN, CAMBRIDGE CB1 5EP
TELEPHONE 01223 881881 FAX 01223 881611

A MEMBER OF THE RMJM GROUP

ARCHITECTS, ENGINEERS, PLANNERS, INTERIOR & LANDSCAPE DESIGNERS

CAD FILE / G:/dgn/11595/mvp006