Please do not date

21st June 2010

LR1. Date of lease
LR2. Title number(s)

LR2.1 Landlord's title number(s)

ESX201819

LR2.2 Other title numbers
Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

None

LR3. Parties to this lease

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord
AmicusHorizon Limited of Grosvenor House 125 High Street Croydon Surrey CRO 9XP

Tenant
Battle Town Council of the Almonry High Street Battle East Sussex TN33 0EA

LR4. Property

Insert a full description of the land being leased
or
Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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.

Allotment land on the southwest side of Netherfield Hill, Battle, East Sussex as shown edged red on the plan

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.
None

LR5.2 This lease is made under, or by reference to, provisions of:
None

LR6. Term for which the Property is leased *Include only the appropriate statement (duly completed) from the three options.* *NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*	The term is as follows: 99 years from 1 April 2009
LR7. Premium *Specify the total premium, inclusive of any VAT where payable.*	**£ Nil**
LR8. Prohibitions or restrictions on disposing of this lease *Include whichever of the two statements is appropriate.* *Do not set out here the wording of the provision.*	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. *Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	**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** None **LR9.2 Tenant's covenant to (or offer to) surrender this lease** none **LR9.3 Landlord's contractual rights to acquire this lease** None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	None

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property
Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
Schedule 2

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

None.

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

OR

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.

OR

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

Not applicable

HM LAND REGISTRY

LAND REGISTRATION ACT 2002
LEASE OF PART

Administrative area: **ROTHER**

Landlord's title number: **ESX 201819**

Property: **Allotment land at Netherfield Hill, Battle**

Date

THIS LEASE is made the 21st day of June 2010

BETWEEN:

(1) **AMICUS HORIZON LIMITED** whose registered office is at 125 High Street Croydon Surrey CRO 9XP ('the Landlord') and

(2) **BATTLE TOWN COUNCIL** of The Almonry High Street Battle East Sussex TN33 0EA ("the Lessee")

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS, INTERPRETATION AND GENERAL

1.1 Definitions

For all purposes of this Lease the terms defined in this clause have the meanings specified.

1.1.1 'the Premises'

The Premises means the allotment shown edged in red on the Plan

1.1.2 Interpretation of 'the Premises'

In the absence of any provision to the contrary, references to 'the Premises' include any part of the Premises.

1.1.3 'Conduits'

'Conduits' means pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission systems, or reception systems (including systems for the reception of television and radio transmissions), channels, flues and all other conducting media (and including any fixings, louvres, cowls, covers and other ancillary apparatus) and any of them.

1.1.4 'The Estate'

'The Estate' means the land comprised within the title number above referred to

1.1.5 'The Interest Rate'

'The Interest Rate' means the rate of 4% per year above the base lending rate of *Barclays Bank Plc* or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord from time to time nominates in writing

1.1.6 'The Plan'

'The Plan' means the plan annexed to this Lease.

1.1.7 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990.

1.1.8 'The Rent'

'the Rent' means the annual sum of a peppercorn (if demanded)

1.1.9 'The Term'

'The Term' means 99 years commencing on and including 1 April 2009

1.2 Interpretation

In this Lease:

1.2.1 Covenants

1.2.1.1 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.2.1.2 A covenant expressed to be made with more than one party is a covenant made separately with each of those parties.

1.2.2 Gender and number

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.2.3 Headings

The clause, paragraph and Schedule headings and the table of contents do not form part of this document and are not to be taken into account in its construction or interpretation.

1.2.4 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the holder for the time being of the reversion immediately expectant on the Term.

1.2.5 Interpretation of 'the Lessee'

'The Lessee' includes the person who is for the time being the tenant under this Lease.

1.2.6 Interpretation of 'this Lease'

Where the context so allows, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

1.2.7 Obligation not to permit or suffer

Any covenant by the Lessee not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.2.8 References to clauses and schedules

Any reference in this document to a clause, sub-clause, paragraph, sub-paragraph or Schedule without further designation is to be construed as a reference to the clause, sub-clause, paragraph, subparagraph or Schedule to this document so numbered.

1.2.9 References to rights of access

References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord or mortgagee of the Estate and to all persons authorised in writing by the Landlord—or any head landlord or mortgagee having rights of access, including agents, professional advisers, contractors, workmen and others.

2 DEMISE

The Landlord demises the Premises to the Lessee for the term of [redacted] the rights specified in Schedule 1 but excepting and reserving to the Landlord the rights specified in Schedule 2, to hold to the Lessee for the Term subject to all easements, privileges, restrictions, covenants and stipulations affecting the Premises including any matters contained or referred to in the Schedules above referred to, yielding and paying to the Landlord during the Term the Rent by equal yearly payments in advance on 1 April [redacted]

3 THE LESSEE'S COVENANTS

The Lessee covenants with the Landlord to observe and perform the covenants contained in Schedule 3.

4 THE LANDLORD'S COVENANTS

The Landlord covenants with the Lessee to observe and perform the covenants contained in Schedule 4.

5 FORFEITURE

If and whenever during the Term the Lessee breaches any covenant in this Lease the Landlord may at any time after taking any action or proceedings required by law re-enter the Premises or any part of it in the name of the whole and thereupon this Lease shall absolutely but without prejudice to any rights or remedies which the Landlord against the Lessee in respect of any breach of covenant in this Lease, including the breach in respect of which the re-entry is made.

6 MISCELLANEOUS

6.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord shall imply or warrant that the Premises may lawfully be used for the purpose particular purpose.

day from Monday to Friday inclusive except Christmas Day, Good Friday and any statutory bank or public holiday.

6.4.2.2 **By fax**

A notice sent by fax is to be treated as served on the day on which it is sent when it is sent before 4pm on a working day, and, where it is sent at or after that time or on a day which is not a working day, it is to be treated as given on the next working day, unless (in either case) the confirmatory copy is returned to the sender undelivered.

6.4.3 ***Joint recipients***

If the receiving party consists of more than one person, a notice to one of them is notice to all.

6.5 Rights and easements

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Lessee are those expressly set out in this Lease and the Lessee is not to be entitled to any other rights in under or over any part of the Estate (other than the Premises or in under or over any adjoining property of the Landlord.

6.6 Covenants relating to adjoining property

The Lessee is not to be entitled to the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any lessee of the Landlord in respect of any adjoining property of the Landlord.

6.7 Disputes with adjoining occupiers

If any dispute arises between the Lessee and the lessees or occupiers of any part of the Estate other than the Premises in connection with the Premises and any other part of the Estate, it is to be decided by the Landlord's surveyor acting as an expert and not as an arbitrator.

6.8 Effect of waiver

Each of the Lessee's covenants is to remain in full force both at law and in equity even if the Landlord has waived or released that covenant, or waived or released any similar covenant affecting any adjoining property of the Landlord.

6.9 The perpetuity period

The perpetuity period applicable to this Lease is 80 years from the date of this Lease, and whenever in this Lease any party is granted a future interest it must vest within that period or be void for remoteness.

6.10 Exclusion of liability

The Landlord is not to be responsible to the Lessee or to anyone at the Premises or the Estate expressly or by implication with the Lessee's authority for any accident happening or injury (other than death or injury caused by the Landlord's negligence) suffered or for any damage to or loss of any chattel sustained in the Premises or on the Estate.

6.11 Severance

If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected.

6.11 Acknowledgements

The Tenant acknowledges that this Lease is subject to the Allotments Acts 1908 to 1950.

6.12 Charity

The Premises is held by the Landlord which is an exempt charity.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

SCHEDULE 1: THE RIGHTS GRANTED

Services

The right to the free and uninterrupted passage and running of water supplies from and to the Premises through the Estate in and through the Conduits that may at any time be in over or under the Estate.

2. The right in common with others on foot only over the footpaths within the Estate as are reasonably necessary in order to access the Premises but specifically excluding any footpaths within the curtilage of any dwelling

SCHEDULE 2: THE RIGHTS RESERVED

1. Passage and running through services in the Premises

The right to the free and uninterrupted passage and running of all appropriate services or supplies from and to other parts of the Estate in and through the Conduits that may at any time be in over or under the Premises.

2. Construction of services

The right at any reasonable time and on at least 15 days' previous notice in writing to the Lessee or without notice in an emergency to lay and construct in on over or under the Premises Conduits for the benefit of any other part of the Estate, the Landlord doing as little damage and causing as little inconvenience to the Lessee as is reasonably practicable and promptly making good any damage caused by the exercise of this right.

3. Access

The right at any reasonable time and on at least 15 days' previous notice in writing to the Lessee or without notice in an emergency to enter the Premises and remove any vehicle from the Premises or to carry out repairs alterations improvements and other works to other parts of the Estate that cannot conveniently be carried out except by having access to the Premises the Landlord causing as little damage and as little inconvenience to the Lessee and the occupiers of the Premises as is reasonably practicable and promptly making good any damage to the Premises.

SCHEDULE 3: THE LESSEE'S COVENANTS

1. Rent

The Lessee must pay the Landlord's the Rent on the days and in the manner set out in this Lease.

2. Outgoings and VAT

2.1 Outgoings exclusive to the Premises

The Lessee must pay:

2.1.1 all council tax and water rates, and all other taxes, rates, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed on the Premises or on the owner or occupier of them,

2.1.2 if any VAT or tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Lessee under this Lease, or if any tax, charge or imposition becomes payable in respect of the Premises because of any act or omission of the Lessee, the amount of the VAT, tax charge or imposition, and

2.1.3 all VAT incurred in relation to any costs that the Lessee is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save to the extent that such VAT is recoverable or available for set-off by the Landlord as input tax.

2.2 Outgoings assessed on the Premises and other property

The Lessee must pay the proportion reasonably attributable to the Premises of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term may be charged, assessed or imposed on the Premises and any other property, including the rest of the Estate or any adjoining property of the Landlord, or on the owner or occupier of it.

3 Cost of services consumed

The Lessee must pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Premises, including meter rents and standing charges.

4 Repayment of Landlord

If the Landlord makes any payment to a third party for which the Lessee is responsible under this Lease, the Lessee must repay the Landlord when requested to do so.

5 Statutory obligations

5.1 *General provision*

The Lessee must comply in all respects with the requirements of any statutes applicable to the Premises or the Lessee's use of and any other obligations so applicable imposed by law or by any byelaws.

5.2 *Works required by statute, department or authority*

Without prejudice to the generality of paragraph 5.1 above, the Lessee must execute all works and provide and maintain all arrangements on or in respect of the Premises or their use that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the occupier, or any other person.

5.3 Indemnity

The Lessee will keep the Landlord fully indemnified against all damages, costs, actions, demands and liabilities arising on the Premises (save for those due to the negligence of the Landlord) and will have public liability insurance in the sum of £1 million or such other sum as the Landlord shall from time to time specify and the insurance policy will be arranged by the Landlord at the Lessee's expense if the Lessee fails to arrange such insurance

6 Alienation

6.1 *Assignment etc in last 7 years of Term*

The Lessee must not assign, charge or part with possession of the Premises as a whole during the last 7 years of the Term and the Lessee must not sublet the Premises as a whole at any time.

6.2 *Assignment, subletting and charging of part*

The Lessee must not assign, sublet, part with possession of, or charge the whole or part only of the Premises save that the Lessee may sub-let individual plots which comprise part of the Premises as allotment gardens under the Allotment Act 1908 to 1950.

6.3 *Registration of permitted dealings*

Within 28 days of any assignment, charge, sublease or any transmission or other devolution relating to the Premises, the Lessee must produce a certified copy of any relevant document for registration with the Landlord's solicitor, and must pay the Landlord's solicitor's reasonable charges for registration of at least £50.00 plus VAT.

7 Costs of applications, notices and recovery of arrears

The Lessee must pay to the Landlord the full amount of all reasonable and proper costs, fees, charges, disbursements and expenses, including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs, incurred by the Landlord in relation to or incidental to:

7.1 every application made by the Lessee for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any qualification or condition, or the application is withdrawn,

7.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court,

7.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and

7.4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term.

8 Obstruction and encroachment

8.1 *Encroachments*

The Lessee must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement. At

the request of the Landlord the Lessee must adopt such means as are reasonably required to prevent the making of any encroachment or the acquisition of any easement.

9 Yielding up

At the end of the Term the Lessee must yield up the Premises with vacant possession, maintained in accordance with and in the condition required by the provisions of this Lease.

10 Interest on arrears

The Lessee must pay interest at the Interest Rate on any of the Rent or other sums due under this Lease that are not paid within 14 days of the date due, whether formally demanded or not so long as the Landlord has complied with any obligations imposed on him by law in relation to any such payment. Nothing in this clause is to entitle the Lessee to withhold or delay any payment of the Rent or any other sum due under this Lease or affect the rights of the Landlord in relation to any non-payment.

11 Statutory notices

The Lessee must give the Landlord full particulars of any notice, direction, order or proposal relating to the Premises made, given or issued to the Lessee by any government department or local, public, regulatory or other authority or court within 7 days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Lessee must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Lessee must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of a notice, direction, order or proposal.

12 Defective premises

The Lessee must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise.

13 Exercise of the Landlord's rights

The Lessee must permit the Landlord to exercise any of the rights granted to him by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

14 Additions and alterations

The Lessee must not carry out any works of construction or development at the Premises save that the Lessee may with the Landlord's prior written consent lay service media and, a water supply on the Premises.

15 Planning and development

The Lessee must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use.

16 Combustible materials

The Lessee must not store on the Premises or bring onto them anything of a specially combustible, inflammable or explosive nature except articles for ordinary allotment use and in quantities appropriate for ordinary allotment use.

17 Common Parts and the Estate generally

17.1 Care of the Access

The Lessee must not cause r any land, roads or pavements adjoining the Premises to become untidy or dirty and must not leave bicycles perambulators pushchairs or the like on the same.

17.2 Standing vehicles

The Lessee must not permit any vehicles (including motorcycles) to stand on any part of the Estate

18 Nuisance

The Lessee must not do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Landlord or his lessees or the owners or occupiers of the Estate or adjacent or neighbouring premises.

19.1 Cleaning and tidying

The Lessee must keep the Premises clean and tidy and clear of all non-horticultural rubbish.

19.2 Use of the Premises

The Lessee must use the Premises as allotments only and for no other purpose.

19.3 Storage on the Premises

The Lessee must not store anything on the Premises other than allotment machinery and tools.

19.4 Caravans etc on the Premises

The Lessee must not keep or store any caravan or moveable dwelling or commercial or other vehicle or boat on the Premises save that sheds shall be permitted

20. Regulations

The Lessee must comply with all regulations published by the Landlord regulating use of the Premises.

21. Title

The Lessee must comply with any covenants and restrictions affecting the Landlord's title to the Premises

SCHEDULE 4: THE LANDLORD'S COVENANTS

1 Quiet enjoyment

The Landlord covenants with the Lessee to permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him or by title paramount.

Executed as a Deed by the parties hereto the
day and year first before written

THE COMMON SEAL of **AMICUSHORIZON LIMITED**
was affixed to this Deed in the presence of:

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THE COMMON SEAL of ROTHER HOMES LIMITED was affixed to this Deed in the presence of:

Authorised Signatory

Authorised Signatory