



Ministry of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

diosesec-parli@mod.uk
www.gov.uk/DIO

Ref. FOI 2016/07538

31 August 2016

Dear [REDACTED]

Thank you for your email of 2 August 2016 requesting the following information:

"Within the response to William Perrins FOI request there are various references to an MOU in place between parties interested in the transfer of the airfield from DIO to HCA (or other parties).

We formally request a copy of this MOU is issued for review.

There is also several references to discussions between DIO / HCA and Martin Baker in relation to the legally binding lease in place between the parties. We respectfully request a copy of said lease and/or any modifications that may have been made since its original execution date.

Further, within the released information emails attributable to GVA (who we understand are involved in the proposed development) which intimates former owners may be included in some form of 'claw back' deal for appeasement purposes. Can this statement be clarified as to a lehman's reader it could be read as promises of financial gain being made in exchange for compliance with the proposed development?."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000.

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that some information in scope of your request is held.

The information you have requested can be found at the annexes of this letter, but some of the information falls entirely within the scope of the qualified exemptions provided for at Section 43 of the Act (Commercial Interests) and has been therefore been redacted.

Under Section 16 of the Act (Advice and Assistance) you should note that the MOD uses 'claw back' in leases when the planning position is uncertain in the sale of a site. This allows the department to recoup a share in any additional future value should the status of the site change; i.e. if a grant for planning is approved.

You may note that a set of rules referred to as the 'Crichton Down Rules' are referenced routinely in the Memorandum of Understanding. An explanation of these rules can be found on the Gov.UK website at the following link: <https://www.gov.uk/guidance/crichton-down-rules-on-land-ownership>.

If you are not satisfied with this response or you wish to complain about any aspect of the handling of your Freedom of Information request, then you should contact DIO Secretariat in the first instance. If informal resolution is not possible and you are still dissatisfied then you may apply for an independent internal review by contacting the Information Rights Compliance team, 2nd Floor, Zone N, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review must be made within 40 working days of the date on which the attempt to reach informal resolution has come to an end.

If you remain dissatisfied following an internal review, you may take your complaint to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not investigate your case until the MOD internal review process has been completed. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website, <http://www.ico.org.uk>.

Yours sincerely,

DIO Secretariat

Annexes:

- A. Memorandum of Understanding between the MOD and Homes and Communities Agency.
- B. Lease between the MOD (formerly Secretary of State for Air) and Martin Baker Aircraft Company Limited.
- C. Deed of Surrender – Lease supplement dated 6 July 1970.
- D. Lease supplement dated 27 October 1992.

THIS AGREEMENT is made the day of 2016 BETWEEN THE SECRETARY OF STATE FOR DEFENCE care of Defence Infrastructure Organisation, ("the SOSD") of the one part AND THE HOMES AND COMMUNITIES AGENCY of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7BH ("the HCA") of the other part

1 Recitals

- (1) The HCA, in performance of its statutory purposes, proposes to take a statutory transfer under the Housing and Regeneration Act 2008 from the SOSD of 'the Property'
- (2) The Property transferred to the HCA is subject to the terms of the Lease and all other interests and third party rights which affect the Property.
- (3) It has also been agreed by the parties that the Triangle of Land is to be excluded from the transfer to the HCA and the freehold reversion to the Lease in the Triangle of Land shall remain vested in the SOSD.

2 Definitions

In this Agreement unless the context otherwise requires the following terms and expressions have the following meanings

- (i) "Contaminated Land Regime" means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument circular or guidance issued under it
- (ii) "Crichel Down Claimants" means any person or persons who may be entitled to be given a first opportunity to re-purchase the Property or a part thereof under the Crichel Down Rules
- (iii) "Crichel Down Costs" means all costs damages and compensation payments incurred suffered or made in connection with claims under the Crichel Down Rules (including any application for judicial review of the SOSD's decision under the Crichel Down Rules and the resulting transfer of the Property to the HCA under the statutory transfer scheme.)
- (iv) "Crichel Down Rules" means the current revised non statutory arrangements under which surplus land acquired by or under threat of compulsion should be offered back to former owners or their successors
- (v) "Date of Transfer" means the date on which the statutory transfer of the Property by the SOSD to the HCA is completed

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(vi) "Hazardous Substances" means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to the Environment and/or harm to the health of living organisms or other interference with the ecological systems of which they form part and/or harm to property and/or in the case of humans, offence caused to any sense.

(vii) "Lease" means the unregistered Lease of the Property and other land dated 24th day of March 1964 and made between The Secretary of State for Air (1) and Martin – Baker Aircraft Company Limited(2)

(viii) "Portfolio": the properties to be transferred to HCA on a portfolio basis during the period 1 May 2016 -31 March 2020

(ix) "Property" means part of the freehold property known as Chalgrove Airfield in the county of Oxford registered with title number ON293018 more particularly delineated and edged red on the attached plan reference SXC22075 REV A

(x) "Tenant" means Killinchy Aerospace Holdings Limited registered with company number 00863383 and whose registered address is Aircraft Works Lower Road Higher Denham and includes the person in whom the unexpired residue of the Lease is vested from time to time

(xi) "Triangle of Land" means part of the freehold property known as Chalgrove Airfield in the County of Oxford registered with title number ON293018 and which forms part of the land demised by the Lease more particularly delineated and coloured blue on the attached plan reference SXC22075

3 INTERPRETATION

3.1 In this Agreement :-

3.1.1 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally

3.1.2 words denoting one gender include both other genders and word denoting persons include firms and corporations and vice versa

3.1.3 words importing the singular number include the plural and vice versa

3.1.4 clause paragraph and schedule headings are not to affect interpretation

3.1.5 unless the context otherwise requires an obligation on a party includes the obligation to procure that it is performed or observed

3.1.6 any obligation on a party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant acting on that party's behalf or under that party's control

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- (iii) "Crichel Down Costs" means all costs damages and compensation payments incurred suffered or made in connection with claims under the Crichel Down Rules (including any application for judicial review of the SOSD's decision under the Crichel Down Rules and the resulting transfer of the Property to the HCA under the statutory transfer scheme.)
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3.1.7 the words "include" and "including" are deemed to be followed by the words "without limitation "

3.1.8 any references in this Agreement to "liability" include where the context allows claims demands proceedings damages loss costs and expenses

3.1.9 any references in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.

4 AGREEMENT

4.1 The parties agree that after the Date of Transfer the HCA will have ultimate responsibility for the surrender of the Tenant's leasehold interest in both the Property and the Triangle of Land notwithstanding that both the HCA and the SOSD may separately negotiate surrender terms for their respective areas and further Provided That the both parties will keep the other informed of the progress of such negotiations

4.2 The HCA shall appoint an independent valuer to advise the HCA on such matters in relation to the negotiations with the Tenant as the HCA shall from time to time think fit and such valuer shall be appointed on terms that include a duty of care in performing his duties to both the SOSD and HCA

4.3 The parties further agree that all negotiations with the Tenant will include inter alia the following matters:

4.3.1 the surrender of the Property and the Triangle of Land to the HCA and the SOSD

4.3.2 the freehold transfer of part of the Property to the Tenant

4.4 The HCA will not agree any terms with the Tenant without first obtaining the prior written consent to them of the SOSD (such consent not to be unreasonably withheld) but having given its consent the SOSD will become a party to and execute any relevant agreement as is required to effect the surrender of the Property and the Triangle of Land

4.6 The HCA will have no responsibility for taking any steps towards the obtaining of planning consent for the development of the Triangle of Land which will be the sole responsibility of the SOSD and the HCA will have no liability for any part of the costs of so doing.

4.7 Three thousand five hundred (3500) housing units will transfer from the housing target of SOSD to the housing target of the HCA on the Date of Transfer.

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4.9 The HCA shall appoint its own experts consultants or contractors to advise it on such matters as in its discretion it considers appropriate including (without limitation) the removal of contaminants and other constraints and the SOSD will provide all such persons with such assistance as the HCA shall reasonably request.

4.12 The SOSD will at all times keep the HCA fully informed about its negotiations and the proposals for the development of the Triangle of Land and will not agree any proposal which may reasonably be prejudicial to the development of the Property in the manner envisaged by the parties hereto

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4.17 The HCA accepts that the SOSD is only obliged to provide copies of the records referred to in Schedule 2 of the transfer scheme of even date herewith relating to the Property if the SOSD has such copies in his possession.

4.19 The parties agree that they will act fairly and reasonably in complying with the terms of this Agreement.

4.20 The Property will transfer to the HCA under the Statutory Transfer Model and within the financial framework agreed with HM Treasury for Central Government Land for 2015-20

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SIGNED by the parties on the date at the head of this document.

Signed by

Authorised Signatory on behalf of the Secretary of State for Defence

Signed by

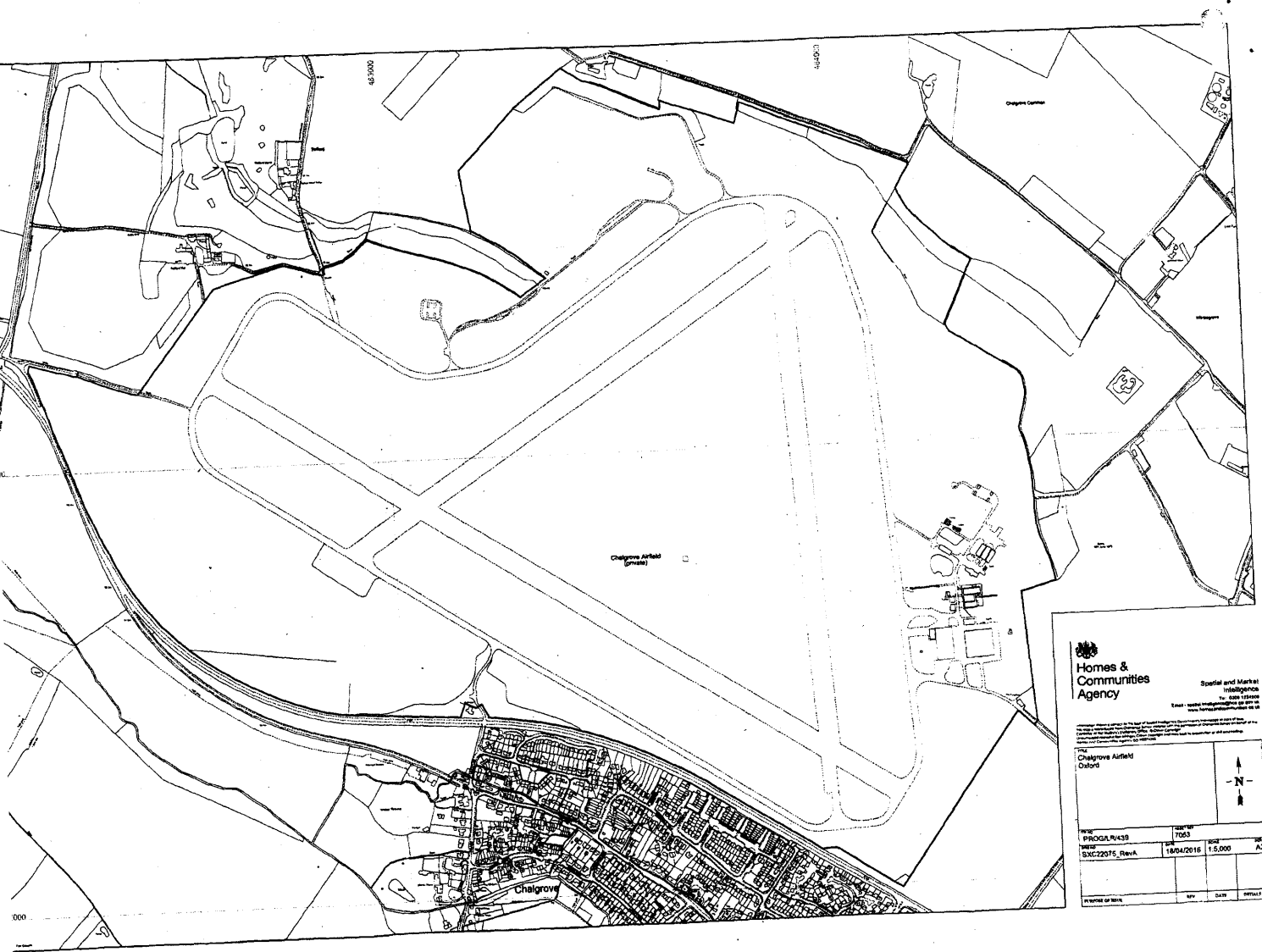
Duly authorised by the Homes and Communities Agency

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Annex 1 Buyer's indemnity

The Buyer will indemnify the Seller in respect of all and any actions losses damages liabilities charges claims costs and expenses which may be paid incurred suffered or sustained by the Seller arising directly or indirectly out of or in connection with the presence of any Hazardous Substances in on or under the Property or migrating to or from the Property.

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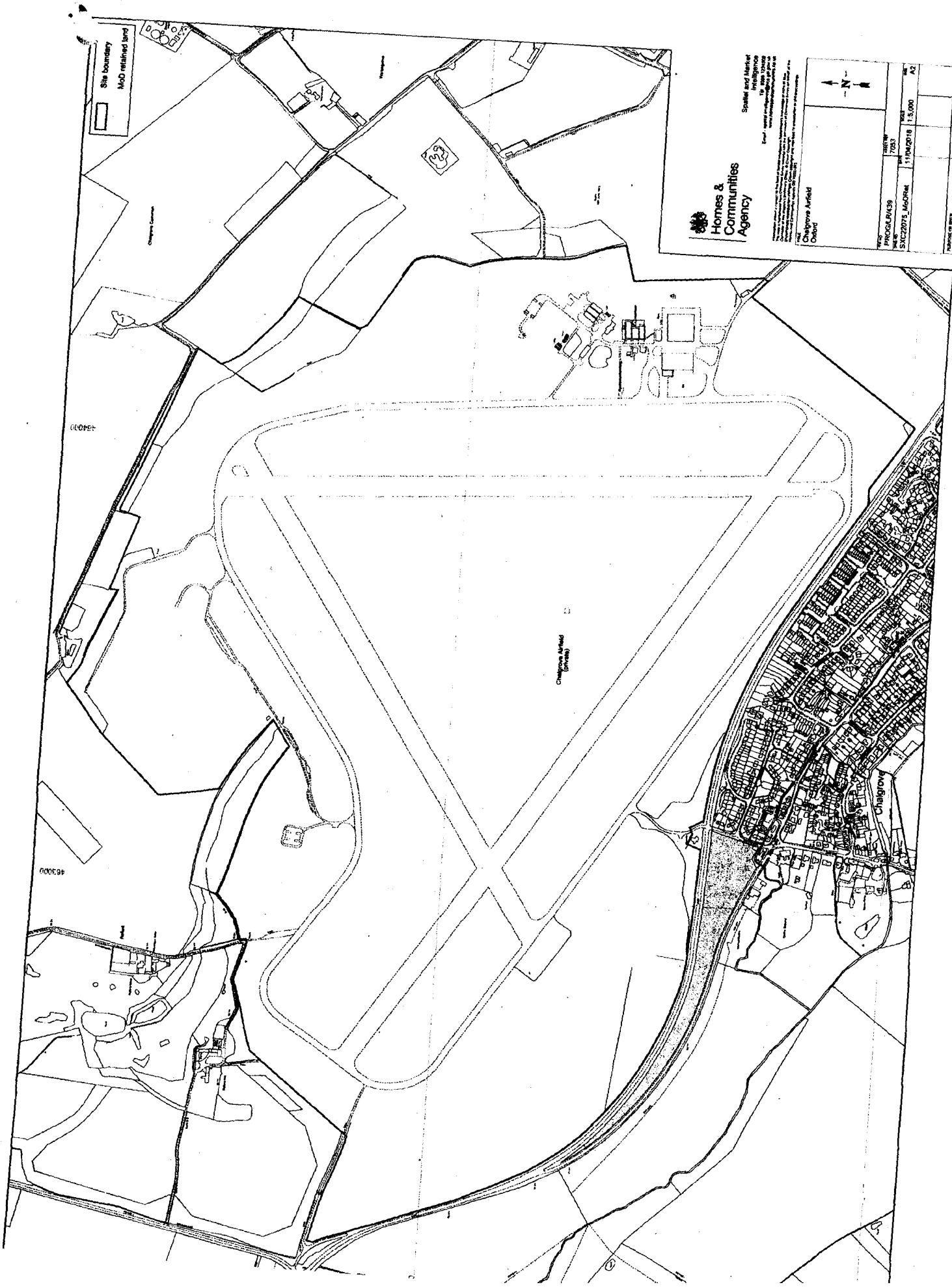


Homes & Communities Agency

Spatial and Market Intelligence

This report was prepared for the use of the client and is not to be distributed to other parties without the prior written consent of the Homes & Communities Agency. The information contained in this report is confidential and its disclosure to any other party is strictly prohibited. The information contained in this report is for general information only and does not constitute an offer of any financial product or service. The information contained in this report is not to be used for any other purpose.

Title		Date	
Chalgrove Airfield Outlook		17/03	
PROJ#	17053	REV	02
PROJ#	1804/2018	SCALE	1:5,000
REV#	RevA	DATE	18/04/2018
REV#		DATE	
REV#		DATE	
REV#		DATE	



Homes & Communities Agency

Standard and Market
 To 15th June 2008
 Final report submitted to the
 Homes and Communities Agency
 on 15th June 2008

Chilgrove Airfield Oxford		DATE		REV		BY		REVISIONS	
PROJECT	7057	DATE	17/04/2018	SCALE	1:5,000				
PROG	PL/CS								
SAC	22073_MG/ORM								

B

DATED 24th MARCH 1964

THE SECRETARY OF STATE FOR
AIR

- to -

MARTIN-BAKER AIRCRAFT
COMPANY LIMITED

Counterpart

L E A S E

- of -

land and premises at
Chalgrove in the County
of Oxford

ad nos/6

Term commences 25th March 1964

For years 99

Term expires 2063

(Determinable as within)

AMC.9851/GBC



LEASE made the Twenty-fourth day of March One thousand nine hundred and sixty four BETWEEN THE SECRETARY OF STATE FOR AIR (hereinafter called "the Lessor") which expression where the context so admits includes the estate owner or owners for the time being of the reversion immediately expectant on the term hereby granted) for and on behalf of Her Majesty of the one part and MARTIN-BAKER AIRCRAFT COMPANY LIMITED whose registered office is situate at Higher Denham near Uxbridge in the County of Middlesex (hereinafter called "the Company" which expression where the context so admits includes the persons from time to time entitled to the term hereby granted) of the other part

WITNESSETH as follows :-

1. IN consideration of the sum of _____ paid by the Company to the Lessor by way of premium for the grant of this Lease (the receipt of which sum the Lessor hereby acknowledges) and of the rent hereinafter reserved and the covenants on the part of the Company and conditions hereinafter contained the Lessor hereby demises unto the Company ALL THAT piece of land containing Six hundred and fifty five acres or thereabouts situate in the Parish of Chalgrove in the County of Oxford TOGETHER with the buildings structures runways taxi tracks access roads and hardstandings thereon or on some part or parts thereof all which said premises are delineated on the plan hereunto annexed and thereon coloured pink pink hatched red brown blue and green and are hereinafter called "the demised premises" AND TOGETHER ALSO with the rights and easements granted by two Deeds of Grant the one dated the Thirty first day of October One thousand nine hundred and sixty and made between _____ of the one part and the Lessor of the other part and the other dated the Twenty ninth day of December One thousand nine hundred and sixty and made between Chalgrove Farms Limited of the one part and the Lessor of the other part EXCEPT AND RESERVING unto the Lessor:-

(i) the full and free right liberty and authority for the Lessor and his successors in title owner or owners for the time being of the lands shown coloured purple on the said plan (hereinafter called "the ROC post sites") and all persons authorised by him or any of them in common with the Company at all times during the term hereby granted :-

(a) With or without animals and vehicles of every kind to pass and repass over and along the strips of land coloured brown and blue on the said plan between the points marked A and B on the said plan

(b) To pass and repass on foot only over and along the two strips of land shown coloured brown on the said plan between the points marked C-D and E-F respectively (and which said strips of land shown coloured brown and blue on the said plan are hereinafter collectively referred to as "the rights of way")

(c) From time to time to carry out such works of repair and improvement to the surface of the rights of way as the Lessor may think fit but without being under any obligation or duty so to do and

(d) To park vehicles of any kind upon the land shown coloured blue on the said plan

(ii) the full and free right liberty and authority for the Lessor and his successors in title owner or owners for the time being of the ROC post sites and all persons authorised by him or any of them at all times during the term hereby granted to lay construct renew maintain test inspect and use cables pipes and telephone and earth wires (hereinafter together referred to as "the said cables") with the necessary fittings across the demised premises along the line and in the position indicated by a green line on the said plan and for the purpose of exercising this right to enter upon and excavate along the whole course of the said cables as shown on the said plan the Lessor doing as little damage as possible by such entry and making good at his own expense any damage thereby caused to the demised premises

TO HOLD the same unto the Company from the Twenty fifth day of March One thousand nine hundred and sixty four for the term of NINETY NINE YEARS SUBJECT (1) to a right of way in favour of :

1 and his successors in title contained in a conveyance dated the Twenty eighth day of December One thousand nine hundred and forty two and made between The President and Scholars of the College of St. Mary Magdalen in the University of Oxford of the first part the said

of the second part and the said ; of the third part and (2) to the rights and easements in favour of The Bullington Rural District Council granted by a Deed of Grant dated the Seventh day of March One thousand nine hundred and fifty six and made between the Lessor of the one part and the said Council of the other part but with the benefit of the covenant on the part of the said Council therein contained so far as the same relates to the demised premises PAYING therefor during the said term the yearly rent of such rent to commence on the Twenty fifth day of March One thousand nine hundred and sixty five and to be paid without any deduction (save any deduction authorised by the Income Tax Act 1952 or any legislation amending or replacing that Act) on the Twenty fifth day of March in every such year

2. THE Company hereby covenants with the Lessor in manner following that is to say:-

(a) To pay the said rent hereby reserved at the times and in manner aforesaid without any deduction (save as aforesaid)

(b) From time to time and at all times during the said term to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether Parliamentary, municipal local or of any other

description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises and the said rights or on the owner or occupier thereof (save any deduction authorised by the Income Tax Act 1952 or any legislation amending or replacing that Act) and to refund to the Lessor any contributions made by him in lieu of such rates taxes (other than any such deduction as aforesaid) duties charges assessments and outgoings

(c) To keep and maintain the fences respectively specified in a Conveyance dated the Twenty fifth day of August One thousand nine hundred and fifty and made between the said of the one part and the Lessor of the other part a Conveyance dated the Second day of September One thousand nine hundred and fifty and made between the Warden or Rector and Scholars of the College of the Blessed Mary and All Saints Lincoln in the University of Oxford of the one part and the Lessor of the other part a Conveyance dated the Seventeenth day of October One thousand nine hundred and fifty and made between of the first part Lloyds Bank Limited of the second part and the Lessor of the third part and a Conveyance dated the Twenty fourth day of April One thousand nine hundred and fifty six and made between of the one part and the Lessor of the other part (being the fences along the boundaries marked with a "T" on the said plan) in accordance with the covenants in that behalf respectively contained in such Conveyances and with the object and intent of affording to the Lessor a full and sufficient indemnity but not further or otherwise at all times hereafter during the said term to observe and perform such covenants and keep the Lessor effectually indemnified from and against all actions proceedings costs charges claims and demands whatsoever in respect thereof

(d) To observe and perform the covenants on the part of the Lessor contained in the said Deeds of Grant dated the Thirty first day of October One thousand nine hundred and sixty and the Twenty ninth day of December One thousand nine hundred and sixty and with the object and intent of affording to the Lessor a full and sufficient indemnity but not further or otherwise at all times hereafter during the said term to observe and perform such covenants and keep the Lessor effectually indemnified from and against all actions proceedings costs charges claims and demands whatsoever in respect thereof

(e) To permit the Lessor and his officers and technical advisers or agents at any time during the said term at reasonable hours in the day time to enter the demised premises to view the state and condition thereof

(f) (i) Not to use or permit or suffer any buildings constructions runways taxi tracks access roads and hard standings or any part thereof to be used for industry or otherwise than for the purposes of research and development work on ejection equipment

the supply testing and fitting thereof the provision of technical and administrative facilities in connection therewith the operation of aircraft used for research and development work on ejection equipment and the test dropping of such equipment and for aircraft operated by either the Company or its customers or prospective customers for any purposes ancillary to the foregoing and

(ii) not to use the remainder of the demised premises or any part thereof otherwise than for such purposes or for agriculture

(g) At all times during the said term to use the parts of the demised premises specified in paragraphs (i) and (ii) of sub-clause (f) hereof for the purposes respectively permitted by such paragraphs

(h) From time to time and at all times during the said term to keep the demised premises in a clean and tidy condition and not to do or permit to be done upon the demised premises or any part thereof any act or thing which might be or become a nuisance annoyance or disturbance to the Lessor or the occupiers of any adjoining or neighbouring property or the neighbourhood Provided that the uses of the demised premises hereinbefore authorised shall not be deemed to be a breach of this covenant

(i) To execute all such works as under or in pursuance of any Acts of Parliament already or hereafter to be passed are or may be directed or required by any district council local or public authority to be executed at any time during the said term upon or in respect of the demised premises whether by the landlord or tenant thereof notwithstanding that any such direction or requirement may not be enforceable against Crown property and also at all times during the said term to conform in all respects with the provisions of and regulations under any general or local Act of Parliament which may be applicable to the demised premises or any part thereof and not to do or omit on the demised premises or any part thereof any act or thing whereby or by the omission whereof respectively the Lessor might become liable to pay any penalty imposed or to bear the whole or any part of any expense incurred under any such direction requirement Act or regulation as aforesaid notwithstanding that the same may not be binding on or enforceable against Crown property

(j) To pay unto the Lessor all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Sections 145 and 147 of the Law of Property Act 1925

(k) (i) Not without the previous written consent of the Lessor to assign the whole or any part of the demised premises

(ii) Not to underlet grant any licence in respect of or (except by way of assignment as

provided in paragraph (i) of this sub-clause) part with the possession or occupation of the demised premises or any part thereof other than for agricultural purposes where such purposes are permitted under sub-clause (f) hereof

(iii) Upon any such assignment as aforesaid to give the Lessor within one month thereafter notice in writing thereof specifying in such notice the name and address of the assignee and also if required by the Lessor to produce to the Lessor such assignment

(l) If so required by notice in writing given to the Company by the Lessor to assign to Oxfordshire County Council (hereinafter called "the Council") or other the appropriate highway authority (which authority shall be included in the expression "the Council") within twenty one years from the date hereof and free of cost to the Council the unexpired residue of the said term for highway purposes or to dedicate to the use of the public for the like period as a public highway (whichever the Council may require) such portions of the demised premises as shall be specified by the Lessor in such notice (hereinafter called "the specified land") PROVIDED that the specified land shall be either the land shown hatched red on the said plan having an area of eight acres or thereabouts or an equivalent area of that portion of the demised premises lying wholly to the south and south west of the broken black line between the points marked X and Y on the said plan and the further provisions set out in sub-clause (b) of Clause 5 hereof shall apply

(m) Quietly to yield up unto the Lessor at the expiration or sooner determination of the said term the demised premises cleansed maintained and kept as aforesaid and together with the said rights

3. (a) THE Lessor with the intent to bind himself in his official capacity only hereby covenants with the Company that the Company paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises and the said rights during the term hereby granted without any lawful interruption or disturbance from or by the Lessor or any person or persons claiming under or in trust for him

(b) THE Lessor to the intent and so as to bind (so far as practicable) the R.O.C. post sites into whosoever hands the same may come and to benefit and protect the demised premises and every part thereof but not so as to render the Lessor personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the R.O.C. post sites hereby covenants with the Company that no building or other structure exceeding twenty feet in height from ground level shall be erected on the R.O.C. post sites without the prior written consent of the Company

4. PROVIDED ALWAYS AND THESE PREMISES ARE UPON THIS

CONDITION that if the said yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Company shall at any time fail or neglect to perform or observe any of the covenants or agreements herein contained and on its part to be performed and observed or if the Company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him in that behalf to re-enter into or upon the demised premises or any part thereof in the name of the whole and peaceably to hold and enjoy the demised premises and the said rights thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Company or conditions herein contained

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

(a) It shall be lawful for the Company to put an end to these presents and the term hereby granted by giving the Lessor not less than six months' previous notice in writing to that effect such notice to expire at any time and immediately after the expiration of such notice this Lease shall cease and determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained

(b) In the event of the Lessor serving notice on the Company in accordance with the provisions of sub-clause (1) of Clause 2 hereof the following provisions shall have effect:-

(i) On receiving the aforesaid notice the Company shall within twenty one days furnish an abstract of any assignment or assignments of the said term subsequent to the date hereof and the Council shall deliver any requisitions in title within fourteen days of the delivery of the abstract

(ii) The assignment or deed of dedication of the specified land shall be completed and vacant possession of the specified land shall be given within eight weeks after service of the aforesaid notice and in any event not later than the expiration of twenty one years from the date hereof

(iii) The Company shall procure the concurrence of any necessary parties in the assignment or deed of dedication

(iv) The specified land will be assigned or dedicated subject to the reservation of the right to use any wires drains pipes or channels under

the specified land which serve the remainder of the demised premises

(c) The Company shall not be exempt from obtaining planning permission for any development or change of user or from any of the other provisions of the Town and Country Planning Act 1962 (or any statutory modification or re-enactment thereof for the time being in force) by virtue of the interest of the Lessor in the demised premises constituting them Crown land within the meaning of that Act

(d) On the determination of this Lease whether by effluxion of time surrender forfeiture or for any other cause whatsoever the Company shall thereupon become entitled to receive such sum from the Lessor as shall represent the current market value of the Lessor's interest in the demised premises immediately after such determination (excluding the value of any buildings or other structures erected upon the demised premises in breach of any covenant herein contained) and in the event of any dispute or difference occurring between the parties hereto as to the amount payable by virtue of this sub-clause the same shall be referred to and determined by a single arbitrator who failing agreement between the parties shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(e) Any notice required to be given or served under these presents shall be served on the Lessor by being forwarded by registered or recorded delivery post to him at the Air Ministry London W.C.1 or other the last known place of abode or business in England or Wales of any assignee for the time being of the reversion expectant on the said term and shall be sufficiently served on the Company if addressed to the Company and left at or sent by registered or recorded delivery post to the Registered Office of the Company or other the last known place of abode or business in England or Wales of any assignee in whom for the time being the said term shall be vested and a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent

I N W I T N E S S whereof the Lessor has herunto set his hand and seal and the Company has caused its Common Seal to be herunto affixed the day and year first above written

/Over

THE COMMON SEAL of MARTIN-)
BAKER AIRCRAFT COMPANY)
LIMITED was hereunto affixed)
in the presence of :-)

Director

Secretary

DATED

6th July

MARTIN BAKER (ENGINEERING) L'

- and -

THE COUNCIL OF THE ADMINISTRATION
COUNTY OF OXFORD

DEED OF SURRENDER
of part of Chalgrove Air
Chalgrove, Oxfordshire.

T H I S S U R R E N D E R is made the SIXTH ——— day of July ——— One thousand nine hundred and Seventy B E T W E E N MARTIN-BAKER (ENGINEERING) LIMITED whose registered office is situated at Higher Denham near Uxbridge in the County of Middlesex (hereinafter called "the Tenant") of the one part and THE COUNCIL OF THE ADMINISTRATIVE COUNTY OF OXFORD (hereinafter called "the Landlord") of the other part

W H E R E A S :

- (1) This Deed is intended to be supplemental to a Lease (hereinafter called "the Lease") dated the twenty-fourth day of March One thousand nine hundred and sixty-four made between The Secretary of State for Air (1) and Martin-Baker Aircraft Company Limited (2)
- (2) The term granted by the Lease is now vested in the Tenant and the reversion immediately expectant on the determination of the term granted thereby is now vested in the Landlord so far as it concerns the land intended hereby to be surrendered
- (3) The Tenant has agreed to surrender the part hereinafter described of the premises demised by the Lease for the consideration hereinafter appearing

N O W T H I S D E E D W I T N E S S E T H as follows:

1. I N consideration of the sum of
now paid by the Landlord to the Tenant (the receipt of which sum the Tenant hereby acknowledges) and in consideration of the release hereinafter contained the Tenant as beneficial owner hereby assigns and surrenders unto the Landlord all those pieces of land forming part of the Tenant's airfield at Chalgrove in the County of Oxford which for the purpose of identification only are shown coloured

red and blue on the plan annexed hereto being part of the premises demised by the Lease to the intent that the term of years granted by the Lease so far as it concerns the premises hereby surrendered may merge and be extinguished in the freehold of the same

2. IN consideration of the release hereinafter contained the Tenant as Beneficial Owner hereby further assigns and surrenders unto the Landlord all those pieces of land forming part of the said airfield which for the purposes of identification only are shown coloured pink on the said plan being a further part of the premises demised by the Lease to the intent that the term of years granted by the Lease so far as it concerns the premises hereby surrendered may merge and be extinguished in the freehold of the same

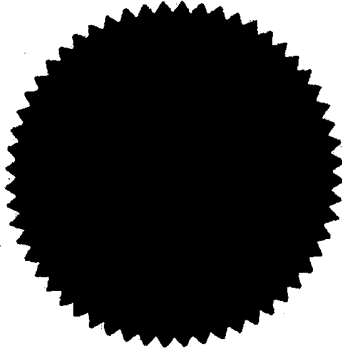
3. THERE is reserved out of this deed for the benefit of the remainder of the land comprised in the Lease and each and every part thereof (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof all cables wires pipes drains and channels (if any) in or over the land first and secondly hereby surrendered and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same

4. THE Landlord hereby releases the Tenant from all liability claims and demands in respect of all breaches of any of the covenants contained in or otherwise arising under the Lease in so far only as they relate to the part of the premises first and secondly hereby surrendered

5. 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 the sum of

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

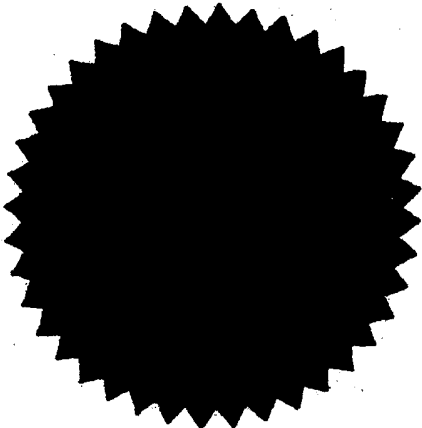
COMMON SEAL of MARTIN-BAKER)
(ENGINEERING) LIMITED was)
hereunto affixed in the presence)
)



Director.

Secretary.

COMMON SEAL of THE COUNCIL OF)
ADMINISTRATIVE COUNTY OF OXFORD)
hereunto affixed)
)



BY ORDER

Clerk of the Council.

THIS DEED made the 27th day of October One thousand nine hundred and ninety-two between the Secretary of State for Defence and Martin Baker Engineering Limited is supplemental to a Lease dated the Twenty-fourth day of March One thousand nine hundred and sixty-four and made between the Secretary of State for Air and Martin Baker Aircraft Company Limited of which the parties hereto are respectively successors and witnesseth that in consideration of the sum of

paid by the Company to the Secretary of State the terms of Clause 2(f) of the within written Lease are varied to include use of the demised premises for the development and production of airline passenger seats in addition to the within permitted use but not further or otherwise

The Lease shall continue in full force and effect save as modified hereby

The Company shall obtain all necessary planning and byelaw consents local authority and other permissions and consents as are necessary

This variation is personal to Martin Baker Engineering Limited and shall not enjure for the benefit of any successor in title of that Company or otherwise

IN WITNESS WHEREOF the parties hereto have set their hands and signed this instrument as a Deed the day and year first before written

THE COMMON SEAL of MARTIN BAKER)
ENGINEERING LIMITED was hereunto)
affixed in the presence of:)

Director

Secretary

I CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL
FOR THE TREASURY SOLICITOR
PROPERTY DIVISION
RIVERSIDE CHAMBERS
CASTLE STREET
TAUNTON
SOMERSET TA1 4AP