



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.uk
www.gov.uk/DIO

20 July 2016

Ref. FOI2016/06473

Dear

Thank you for your letter of 22 June 2016 requesting the following information:

"Please provide details of any formal legal terms (e.g. lease/ licence) upon which the site is currently occupied by Highways England, and other relevant information in that connection, including:-

- a) Site area occupied;*
- b) Capacity of buildings occupied or available (volume floorspace);*
- c) Start date of the occupation by Highways England;*
- d) Term of the lease or licence (if applicable);*
- e) Any relevant notice period for termination of the lease (if applicable).*

2. Please supply copies of any file notes of discussions, or other records, relating to any current or future plans or proposals by the MOD (or its agents) for development of this site either for its current use as a salt storage depot or otherwise;

3. Please state whether the MOD has made any plans to reclaim ownership of the site, i.e. to secure the remove Highways England as an occupier, or held discussions with Highways England (or its representatives) in that regard? "

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

The information you have requested can be found enclosed and below, at annex A, but some of the information falls entirely within the scope of the absolute exemptions provided for at sections 40 (Personal Data) of the FOIA and has been redacted.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Section 40 is an absolute exemption and there is

therefore no requirement to consider the public interest in making a decision to withhold the information.

Annex A – Lease between the Ministry of Defence (MOD) and Highways England.

Section 43 has been applied to a section of page 2 of Annex A because it could adversely affect the MOD's commercial interests in the future. The balance of the public interest test concluded that whilst release would increase public understanding would promote accountability and transparency in the spending of public money; it could also adversely affect value for the public purse.

The other information you have requested can be found below

1.
 - a) Site area is 1 acre
 - b) There are no buildings on the site
 - c) Start date of occupation: 29 September 2013
 - d) Term: 5 years
 - e) Termination: Either Landlord or Tenant can determine lease at any time by giving not less than 6 month's notice to expire on the last day of a month.

Landlord has an additional option to break providing not less than one month's written for reasons of national security.

2. There are no current file notes, discussions or records relating to proposals by the MOD to develop the site referred to.
3. The MOD can confirm that it has not made any plans to reclaim ownership of this site nor held any discussions with Highways England (or its representatives) relating to this.

If you are not satisfied with this response or you wish to complain about any aspect of the handling of your request, then you should contact me 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

DATED 10 June 2014

THE SECRETARY OF STATE FOR DEFENCE (1)

- to -

EM HIGHWAY SERVICES LIMITED (2)

LEASE

- relating to -

The Yard at Ladysmith Square,
Longmoor Camp, Liss,
Hampshire GU33 6EL

050901-02462

THIS LEASE made the 10 day of June 2014

BETWEEN

- (1) **THE SECRETARY OF STATE FOR DEFENCE** (hereinafter called "the Landlord" which expression where the context so admits includes the estate owner or owners for the time being of the reversion immediately expectant upon the term hereby granted) for and on behalf of Her Majesty and
- (2) **EM HIGHWAY SERVICES LIMITED** whose registered office is Export House, Cowsey Way, Woking, Surrey GU21 6QX (Company Registration Number 05608089) (hereinafter called "the Tenant" which expression includes the persons from time to time entitled to the term hereby granted)

WITNESSETH as follows:-

1. IN this Lease (unless the context otherwise requires or admits) the following expressions shall have the meanings hereby assigned to them namely:-
- (a) "the Landlord's Estate" shall mean the land of the Landlord situate at Longmoor Camp, Liss, Hampshire
 - (b) "the Premises" shall mean all that land known as The Yard, Ladysmith Square, Longmoor Camp, Liss, Hampshire shown for the purpose of identification edged red on Plan 1 annexed hereto
 - (c) "the Blue Access Route" shall mean that part of the Access Route coloured blue on Plan 1
 - (d) "Plan 1" and "Plan 2" shall mean the plans so numbered annexed hereto
 - (e) "the Planning Acts" shall mean the Town and Country Planning Act 1990 The Planning (Listed Buildings and Conservation Area) Act 1990 The Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Public Health Acts and any other present or future legislation regulating the development control use and safety of property and any statutory extension or modification amendment or re-enactment thereof and any byelaws regulations or orders made thereunder
 - (f) "the Access Route" shall mean the land coloured blue and brown on Plan 1
2. IN consideration of the rents hereinafter reserved and of the covenants by the Tenant and conditions hereinafter contained the Landlord hereby demises unto the Tenant

ALL THOSE the PREMISES EXCEPT AND RESERVING to the Landlord the rights set out in the First Schedule hereto TO HOLD the Premises unto the Tenant for a term of 5 years commencing on 29 September 2013 and expiring on 28 September 2018 YIELDING AND PAYING therefor the annual rent such rent to be paid quarterly in advance on the usual quarter days in each year the first such payments (being an apportioned sum) to be made on or before the execution of this Lease together with the right at all times to pass and re-pass without or without vehicles over the Access Route for the purposes of gaining access to and egress from the Premises

3 THE Tenant hereby covenants with the Landlord as follows:-

3.1 Rent

- (a) To pay the rent hereby reserved (together with any Value Added Tax payable thereon, subject to prior receipt of a valid Value Added Tax invoice) (whether demanded or not) by standing order at times and in manner aforesaid without any deduction or set off (except where made pursuant to statute).
- (b) Rent for a period of less than a year is to be apportioned on a daily basis

3.2 Outgoings

To pay and indemnify the Landlord against all rates in respect of the Premises (or to refund to the Landlord any contributions made in lieu thereof) and if the Premises are not separately assessed for rates to refund to the Landlord from time to time within 14 days of demand a fair proportion attributable to the Premises as assessed by the Landlord acting in a reasonable manner of any contributions in lieu of rates made by or on behalf of the Landlord in respect of any premises which include the Premises and also to pay and indemnify the Landlord against all other taxes duties charges assessments impositions and outgoings (save those of a capital nature or those arising from payment of rent by the Tenant) whether Parliamentary parochial or of any other description whatsoever which now are or during the term hereof may be payable imposed or charged in respect of the Premises

3.3 Repairs

At all times during the term hereof to repair and keep in good and substantial order and condition and clean and tidy

- 3.3.1 the Premises including without prejudice to the generality of the foregoing the surface of the yard all boundary kerbs and all apparatus situated

within the Premises and any drains pipes wires and sewers situated within the Premises so far as exclusively serving the Premises

3.3.2 that part of the Access Route shown coloured blue on Plan 1

3.3.3 no later than 31 July 2014 to put in repair the Blue Access Route including repairing the kerbs and filling in the potholes

3.4 Access for Landlord

To permit the Landlord and others authorised by him at all reasonable times upon reasonable prior written notice to enter upon and examine the condition of the Premises and thereupon the Landlord may serve upon the Tenant notice in writing specifying any defects decays or wants of reparation found therein and require the Tenant forthwith to repair and make good the same in accordance with the covenants herein contained **PROVIDED THAT** if the Tenant shall not within one month (or earlier if necessary having regard to the nature of the repairs required, provided that the Landlord has reasonably specified that this is required in its aforesaid notice) commence to and diligently proceed to repair and make good the same in accordance with such covenants it shall be lawful for the Landlord and all others authorised by him to enter upon the Premises with all necessary vehicles machinery equipment and materials and execute such works and the reasonable and proper cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action **PROVIDED ALWAYS** that any such costs which fall to be reimbursed by the Tenant shall not exceed those reasonable and proper costs paid by the Landlord.

3.5 Planning

Not to apply for planning permission to carry out any development in or upon the Premises and not to carry out any development which would require planning permission

3.6 Complying with Notices

To pay any expenses incurred in complying with any notice order or direction or other matter relating to the Premises pursuant to the provisions of the Planning Acts and to pay and to satisfy any charge that may be imposed under the Planning Acts in respect of the Premises

3.7 Complying with Legislation

- 3.7.1 To comply with all provisions and requirements of the Planning Acts and not to do or omit or suffer to be done or omitted anything on the Premises the doing or omission of which shall be a contravention of the Planning Acts and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them
- 3.7.2 Without prejudice to the foregoing to comply with all environmental legislation from time to time in force and not to permit any coolant, fuels or lubricants or other substances of a similar nature to be spilt or deposited on the Premises and to provide that any such substances are immediately cleaned up to the Landlord's complete satisfaction

3.8 Alteration

- 3.8.1 Not to make or to suffer to be made any alteration or addition to the Premises (but for the avoidance of doubt this prohibition shall not prevent the Tenant from erecting the temporary structures listed as permitted items in the Second Schedule)
- 3.8.2 Within one month after notice in writing by the Landlord to the Tenant to remove from the Premises all unauthorised alterations or additions thereto and forthwith to make good all damage thereby occasioned

3.9 Access to Repair

To permit the Landlord or the tenants or owners or occupiers of the Landlord's Estate at all reasonable times on reasonable prior written notice to enter upon the Premises with all necessary materials and apparatus

- 3.9.1 To execute any repairs or other work upon or to the Landlord's Estate or to cleanse or empty or renew any sewers drains and gutters belonging to or serving the same or to construct any building or erection on the Landlord's Estate, where such works cannot reasonably practicably be carried out without accessing the Premises, and
- 3.9.2 For any other proper purpose connected with the interest of the Landlord in the Premises or the Landlord's Estate or its or their disposal or demise
- 3.9.3 For any other purpose specified in the First Schedule hereto

Provided That the Landlord shall use all reasonable endeavours to ensure that any disruption to the Tenant's business and use of the Premises is kept to the minimum reasonably practicable in the circumstances and that any damage caused is made good to the Tenant's reasonable satisfaction

3.10 Indemnity

To be responsible for and to indemnify the Landlord against all damage and injury occasioned to the Premises or to any part of the Landlord's Estate or any property thereon or any person caused by any act default or negligence of the Tenant or any servant agent licensee or invitee of the Tenant

3.11 Works

To execute such works and provide and maintain all arrangements as under any statutes now or hereafter to be passed are or may be directed or as may be required by any competent (District Council or Local or Public authority or Court to be executed provided or maintained at any time during the term hereof upon or in respect of the Premises including (without prejudice to the generality of the foregoing) in relation to the employment of any person notwithstanding that such direction or requirement may not be enforceable against the Crown

3.12 Observation of Statute and Local Regulations

3.12.1 At all times to observe and conform in all respects with the provisions of any statute and all requirements of any public local or other authority and any local military bylaws and any regulations issued under any of them (including fire regulations and including but not limited to providing a fire risk assessment to the Landlord) and any safety requirements of similar character which may be applicable to the Premises or any part thereof and not to knowingly do or omit to be done on the Premises or any part thereof any act or thing whereby or by the omission whereof the Landlord might (if such provisions and regulations were binding on Crown property) become liable to pay any penalty imposed or to bear the whole or any part of any expense charges compensation costs or charges

3.12.2 To instruct all employees of the Tenant and their visitors and agents who are accessing the Premises to first check in at the Longmoor Camp entrance security office

3.12.3 The Tenant acknowledges that the Landlord may refuse entry to or remove from the Premises any person without stating a reason. If the

Tenant considers that such refusal or removal is unreasonable the Tenant may serve on the Landlord one month's notice to terminate this Lease at the expiry of which this Lease shall terminate and whereupon the Landlord shall refund to the Tenant any rent paid in advance that relates to the period after termination

- 3.12.4 If within one month of receipt of notice pursuant to clause 3.12.3 the Landlord challenges the Tenant's notice on the grounds that the refusal was reasonable the Landlord may refer the matter to arbitration. Such arbitration will take into account the need to protect the general and specific interests of the Landlord including but not limited to national security. If this Lease is then reinstated the Tenant must repay to the Landlord any rent refunded pursuant to clause 3.12.3. If the Landlord does not challenge the Tenant's notice within the said month, the Lease shall be treated as terminating on expiry of the Tenant's notice
- 3.12.5 The parties acknowledge that the Tenant shall be entitled to exercise its break right pursuant to clause 5.11 independent of and at the same time as serving notice pursuant to clause 3.12.3
- 3.12.6 In an emergency or other occurrence the Landlord may deny access to the Premises and the Tenant or require the Tenant temporarily to vacate the Premises. The Tenant will comply with all instructions given by the Landlord's representatives or uniformed military personnel
- 3.12.7 No compensation will be payable to the Tenant in the event that Clause 3.12.6 is invoked but in the event that the Premises are rendered inaccessible or unusable for any period exceeding three continuous days as a result of the Landlord invoking its rights under clause 3.12.6-
- 3.12.7.1 the Landlord shall on each occasion pay to the Tenant a sum equivalent to the annual rent for the period that the Premises are inaccessible or unusable (not including the initial three day period)
- 3.12.7.2 such sum(s) shall be payable weekly in arrears
- 3.12.8 To salt properly all the roads and hard standings at Longmoor Camp shown orange and yellow on Plan 2 as often as reasonably necessary to ensure free traffic movement during periods of cold weather

3.13 Details of Notice

To give particulars to the Landlord of any notice order direction or proposal affecting the Premises made given or issued to the Tenant by any local or public authority as soon as is reasonably practicable and if so reasonably required by the Landlord to produce it to the Landlord and to take all necessary steps as soon as reasonably practicable to comply with the notice order or direction and at the reasonable request of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice order direction or proposal as the Landlord shall deem expedient (acting reasonably)

3.14 Alienation

Not to assign underlet or part with or share possession or occupation of the whole or any part of the Premises or charge the Premises or any part thereof

3.15 Nuisance

3.15.1 Not to do or suffer or permit on the Premises or any part thereof any act matter or thing whatsoever which may be a legal nuisance to the Landlord or the occupiers of any property adjoining or of any other parts of the Landlord's Estate

3.15.2 Not to bring upon or permit or suffer to be brought upon the Premises anything of an especially inflammable combustible or dangerous nature save such as are reasonably necessary for the use of the Premises as permitted under this lease

PROVIDED ALWAYS that the proper use of the Premises for the purposes permitted by this Lease shall not constitute a breach of this obligation

3.16 Permitted Use

Not to use the Premises or permit or suffer the Premises to be used for any purpose other than the Permitted Use as set out in the Second Schedule

3.17 Access Route

Not to obstruct the Access Route so as to prevent its use

3.18 Use

3.18.1 Not to use or permit or suffer the Premises or any part thereof to be used for any illegal or immoral purpose nor for the sale of or consumption of intoxicating liquor nor as a hotel public house beer-house registered club nor to hold or permit or suffer to be held any sale by auction thereon

- 3.18.2 Not to store on the Premises any solvent or other hazardous material. The Tenant shall be permitted to store on the Premises a maximum of one bowser of fuel and the fuels in the tanks of any vehicles on the Premises and fuel for heating the welfare facility. The Tenant must ensure that spillage cleaning and fire precautions are in place at all times when appropriate to the satisfaction of the relevant licensing authority.
- 3.18.3 To take all reasonable precautions to prevent fire on the Premises including keeping and maintaining suitable fire fighting and first aid equipment on the Premises
- 3.18.4 To provide to the Landlord within 14 days of demand (but not more often than once in any three month period) an inventory of all items currently on the Premises at the date of such demand

3.19.1 Signs

Not to affix erect attach or exhibit or suffer to be affixed erected attached or exhibited upon any part of the Premises any placard poster notice advertisements or sign

3.19.2 Masts/Poles

Not to erect any pole mast or wire (whether in connection with telephonic radio or television communication or otherwise) or other external structure or thing upon the Premises

3.20 Defects

To inform the Landlord as soon as reasonably practicable in writing of any defect in the Premises which would or is likely to give rise to a duty imposed by common law or statute on the Landlord in favour of the Tenant or any other person as soon as such defect shall come to the actual knowledge of the Tenant

3.21 Costs

To pay to the Landlord all reasonable and proper costs charges and expenses (including Solicitors' Counsels' and Surveyors' and other professional costs and fees) reasonably and properly incurred by the Landlord

- 3.21.1 in preparation of any proceedings relating to the Premises under Section 146 or 147 of the Law of Property Act 1925 or the preparation and service of any notice thereunder (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under the said Section 146 complied with by the Tenant or the Tenant has been relieved

under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court);

- 3.21.2 In taking any lawful and proper steps in direct connection with the preparation and service of any notices relating to repair of the Premises or a Schedule of Dilapidations or conditions survey in respect of this Lease whether before or within 6 months after the expiry thereof but only in relation to any dilapidations occurring during the term;
- 3.21.3 In connection with the recovery or attempted recovery of arrears due from the Tenant hereunder or in connection with any breach of covenant by the Tenant under the terms of this Lease once the Tenant has been notified of the breach and has had a reasonable time to rectify the breach;
- 3.21.4 In respect of any application for consent required by this Lease whether or not such consent be granted (unless it is unlawfully withheld or delayed or unlawful conditions are imposed);
- 3.21.5 In respect of the negotiation and grant of this Lease,

3.22 Indemnities

To keep the Landlord fully indemnified from and against:

- 3.22.1 All actions proceedings costs claims and demands which may be made by any adjoining owner tenant occupier or any other person whatsoever or any competent authority by reason of
- 3.22.1.1 any defect or want of repair in the Premises for which the Tenant is liable hereunder or in the execution of any alterations or additions to the Premises not authorised by the Landlord
- 3.22.1.2 Any interference or alleged interference or obstruction of any right or alleged right of light air drainage or other right or alleged right now existing for the benefit of any adjoining property
- 3.22.2 Any breach or omission by the Tenant of any of its obligations under this Lease
- 3.22.3 Any claims proceedings or demands and the costs and expenses incurred thereby which may be brought against the Landlord by any employees workpeople agents or visitors of the Tenant in respect of any accident loss or damage whatsoever to person or property howsoever caused and occurring in or upon the Premises or the access thereto and without prejudice to the

generality of this sub clause to indemnify the Landlord against liability which the Landlord may incur for nuisance or breach of statutory duty under the Defective Premises Act 1972 on account of the condition of the Premises or any part thereof

3.22.4 Any damage or injury (whether or not fatal) to any person or property arising by reason of or which would not have occurred but for this Lease or anything done or purported to be done hereunder And this indemnity shall extend and apply to all sums properly paid by the Crown or the Landlord so as to indemnify their servants against any claim made against them in respect of any such damage or injury and also to all sums payable under any Statute Order Regulation Instruction Warrant or other Government provision to any officer servant or agent of the Crown or the personal representatives or dependants of any such person in respect of any such damage or injury PROVIDED ALWAYS that the Landlord shall be at liberty to settle as he may think fit after consultation with the Tenant and the Tenant's insurer any such actions claims or demands by payment of such sum or sums as he in his discretion may consider reasonable and he may in his discretion after giving notice in writing to the tenant cause any such damage to be made good and the expense incurred by the Landlord in so doing or in making any such payment shall be repaid by the Tenant to the Landlord on demand PROVIDED NEVERTHELESS that the Tenant shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable and in particular where the payment is legally enforceable) to the damages which might be recoverable at common law

3.22.5 All environmental claims save that the Tenant shall at its own expense commission a contamination survey of the Premises to be carried out within 3 months of the date hereof by a contamination consultant first approved in writing by the Landlord or its agent (such approval not to be unreasonably withheld or delayed). The Tenant shall not be liable for any contamination identified in the said survey unless the parties (acting reasonably) agree that an event giving rise to contamination has taken place between the date hereof and the date of issue of the said survey.

3.23 Regulations

To observe and perform and comply with any reasonable written instructions of the Landlord's Range Officer and any reasonable byelaws regulations Standing Orders and requests that may be made by the Landlord from time to time and notified to the Tenant in writing for the better management control and security of the Premises and/or the Landlord's Estate and of any adjacent or neighbouring premises of the Landlord and to comply with all instructions of the Ministry of Defence Police on the Landlord's Estate

3.24 Employment

Not to employ or use any person firm or company to perform any of the covenants or the part of the Tenant herein contained or to perform any act service or function for the Tenant upon the Premises or which involves entry upon the Premises or the Landlord's Estate without obtaining the prior written approval of the Landlord (such approval not to be unreasonably delayed or withheld and Provided That approval may only be withheld for reasons relating to the Landlord's security requirements)

3.25 Rubbish/Spillage

3.25.1 To make arrangements (to be approved by the Landlord such approval not to be unreasonably delayed or withheld) for and to be responsible for the removal of all refuse and rubbish from the Premises and not to permit refuse litter dumping rubbish diesel or other chemicals spillage to accumulate on the Premises

3.25.2 To keep the Premises clean tidy and free from pollution and litter to the reasonable satisfaction of the Landlord

3.26 VAT

3.26.1 Where under this Lease the Tenant covenants to pay to the Landlord any sum of money such sum shall be regarded as exclusive of Value Added Tax without prejudice to the next following sub-clause 3.27.2 **PROVIDED THAT** the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount

3.26.2 Where under this Lease the Tenant agrees to pay or reimburse the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease then the Tenant shall also pay or reimburse any Value Added Tax paid by the Landlord on such payment

made by the Landlord **PROVIDED THAT** the Landlord is unable to recover the same

3.27 Yield Up

At the expiration or sooner determination of the term hereof to yield up the Premises with all fixtures fittings and additions thereto (except Tenant's fixtures fittings) in such good and substantial repair and condition as is consistent with the Tenant's covenants herein contained and for the avoidance of doubt at the end of the term at its own expense to clear the site and reinstate the Premises to the Landlord's satisfaction and to remove the Tenant's fixtures fittings

3.28 Salt Storage

To keep stored salt covered by suitable sheeting when not being loaded or unloaded in order to prevent windblow

4. LANDLORDS COVENANTS

- 4.1 The Landlord with the intent to bind himself in his official capacity only hereby covenants with the Tenant to permit the Tenant to peaceably hold and enjoy the Premises during the said term without any interruption or disturbance by the Landlord or any person rightfully claiming under or in trust for him

5 PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

5.1 Re-entry

If the rent hereby reserved or any part thereof shall at any time be unpaid for 14 days after becoming payable (whether formally demanded or not) or if the Tenant 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 Tenant shall enter into liquidation (whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) or pass a resolution for winding up or enter into any composition with or assignment for the benefit of its creditors or suffer any distress or execution to be levied on its goods then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by him in that behalf to re-enter into or upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Premises thenceforth as if these presents had not been made but without prejudice to any right of action or

remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant or conditions herein contained

- 5.2 Nothing herein contained shall be construed or be deemed to have effect so as to render any of the provisions of the Planning Acts applicable to the interest of the Landlord in the Premises or in any way to restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord
- 5.3 Nothing herein contained shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease (or for any purpose subsequently authorised)
- 5.4 That the demise hereby made shall not be deemed to include and shall not operate to convey or demise any ways watercourses sewers drains rights liberties privileges easements rights or advantages whatsoever in through over or upon the Landlord's Estate or any part thereof except as herein expressly provided
- 5.5 Except where any statutory provision prohibits the Tenant's rights to compensation being reduced or excluded by agreement the Tenant shall not be entitled on quitting the Premises to any compensation under the Landlord and Tenant Act 1954
- 5.6 So far as permitted by law and unless the Landlord its servants or agents are negligent the Landlord shall not be responsible to the Tenant or any servant agent licensee or invitee of the Tenant or other person occupying or on the Premises or any part thereof or calling upon the Tenant or such other persons as aforesaid of any accident or injury suffered by any person or damage to or loss of any chattel or property sustained on the Premises or on other parts of the Landlord's Estate
- 5.7 Notwithstanding the acceptance of or demand for rent by or on behalf of the Landlord with knowledge of a breach of any of the covenants on the part of the Tenant in this Lease the Landlord's right to forfeit this Lease on the ground of such breach shall remain in force and the Tenant shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as a defence
- 5.8 Notwithstanding anything herein contained or consequent hereto and in derogation thereof the Landlord and all persons authorised by him shall have power without obtaining any consent from or making any compensation to the Tenant to deal as he or they may think fit with the Landlord's Estate and any land or buildings adjacent to or in the vicinity of the Premises including (without prejudice to the generality of the foregoing) carrying out military training military exercises and any other military or related activities thereon and to erect or suffer to be erected thereon or on any part

thereof any buildings whatsoever and to make any alterations or additions and carry out any planting felling demolition or rebuilding whatsoever which he or they may think fit or desire to do notwithstanding the fact that such activities by the Landlord cause disruption annoyance nuisance or inconvenience by reason of noise vibration dust smoke or otherwise or that such buildings plantations alterations or additions may affect or diminish the light or air which may now or at any time be enjoyed by the Tenant or the tenants or occupiers of the Premises and **Provided That** the Premises remain accessible and usable for the purposes of the Tenant's business the Tenant shall not be entitled to make any claim or action whatsoever arising therefrom

5.9 Landlord's Option to Break

5.9.1 It shall be lawful at any time for the Landlord to determine this Lease on not less than one month's written notice and to resume possession of the Premises on the giving of a certificate pursuant to Section 58(1) of the Landlord and Tenant Act 1954 that for reasons of national security it is necessary that the use or occupation of the Premises should be discontinued or provided that the notice contains a copy of such certificate and after the giving of such a notice containing a copy of such certificate this Lease shall not be one to which Part II of the said Act applies and without prejudice to any right or remedy with either of the parties hereto may have in respect of any antecedent breach of any of the covenants or conditions herein contained

5.9.2 The Landlord shall be entitled to determine this tenancy at any time on or after 30 September 2014 by not less than six months notice in writing to the Tenant such notice to expire on the last day of a month and on the expiry of such notice the term hereby granted shall be determined but without prejudice to any claim in respect of any antecedent breach of covenant

5.9.3 In the event that the Lease is terminated pursuant to this clause 5.9 the Landlord shall within 7 days of termination repay to the Tenant any rent paid in advance that relates to the period after termination

5.10 Exclusion of Sections 24 to 28 of the Landlord and Tenant Act 1954

5.10.1 Pursuant to Section 38A(1) of the Landlord and Tenant Act 1954 as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") the parties agree that the provisions of

Section 24 to 28 inclusive of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy created by this Lease.

5.10.2 For the purposes of Section 38A(3) of the Landlord and Tenant Act 1954 as inserted by the Order and Schedule 2 to the Order the parties confirm that:

5.10.2.1 the Landlord served on the Tenant on a notice in the form or substantially in the form set out in Schedule 1 to the Order in relation to the tenancy created by this Lease not less than 14 days before the Tenant entered into this Lease

5.10.2.2 the Tenant made in relation to the notice referred to in clause 5.9.2.1 above a declaration dated in the form or substantially in the form set out in paragraph 7 of Schedule 2 to the Order before the Tenant entered into this Lease

5.10.3 The parties confirm that there is no Agreement for Lease to which this Lease gives effect

5.11 **Tenant's Option to Break**

The Tenant shall be entitled to determine this tenancy at any time on or after 30 September 2014 by not less than six months notice in writing to the Landlord such notice to expire on the last day of a month and on expiry of such notice the term hereby granted shall be determined but without prejudice to any claim in respect of any antecedent breach of covenant. In the event that the Lease is terminated pursuant to this clause 5.11 the Landlord shall within 7 days of termination repay to the Tenant any rent paid in advance that relates to the period after the date of termination.

6. **NOTICE**

ANY notice required to be given under this Lease shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if addressed to the Tenant and left at or sent by registered or recorded delivery post to the registered office of the Tenant and any notice to the Landlord shall be deemed to be sufficiently served if left at or sent by registered or recorded delivery post to Defence Estates Blandford House Farnborough Road Aldershot Hampshire GU11 2HA. A notice 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. A notice that is hand delivered shall be deemed to be given at the time that it was left.

7. INSURANCE

7.1 The Tenant covenants with the Landlord:

7.1.1 to effect and maintain public liability insurance in respect of the Premises in the sum of not less than £5,000,000 (indexed)

7.1.2 to produce to the Landlord on written demand evidence of every policy of insurance effected pursuant to clause 7.1.1 and the receipt for the current year's premium

IN WITNESS whereof the Corporate Seal of the Landlord has been hereunto affixed and the Tenant has executed this Lease as a Deed the day and year first above written

THE FIRST SCHEDULE before referred to**Exceptions and Reservations out of the demise**

1. The full free and uninterrupted passage and running of water and soil through the water pipes sewers and drains and of electricity and other services through the wires pipes and ducts which now are in on or passing through the Premises and which serve other parts of the Landlord's Estate and the right to construct additional wires pipes drains and sewer ducts and meters through the Premises to serve such other parts of the Landlord's Estate and buildings
2. Full rights to use and build upon or alter any property now or hereafter belonging to the Landlord (and not hereby demised) at any time for any purpose in any manner whatsoever notwithstanding that the access of light and air to and from the Premises may be obstructed interfered with or impaired and notwithstanding that such use or the carrying out of such works may cause disruption annoyance nuisance or inconvenience to the Tenant for whatever reason in his occupation or use of the Premises. Provided That the Premises remain accessible and usable for the purposes of the Tenant's business
3. A right of access to the Premises at reasonable times on reasonable notice for the purpose of performing any of the Landlord's obligations under this Lease and for any of the purposes for which the Tenant covenants to permit access and for the purpose of maintenance repairs and renewal of the services referred to in Paragraph 1 of this Schedule
4. All rights of light and air and all other easements or rights which may interfere with the full uses of the Landlord's Estate for any purpose

The exercise of the reservations set out in this Schedule is subject to the Landlord giving the Tenant reasonable prior written notice, using all reasonable endeavours to minimise any disruption and inconvenience caused to the Tenant's use and occupation of the Premises and making good any damage caused to the Premises to the Tenant's reasonable satisfaction

THE SECOND SCHEDULE before referred to

Permitted Use

1. Storage of vehicles, plant and materials used for highway maintenance. Permitted items shall be limited to:

- Salt storage
- 7 no winter highway maintenance vehicles
- 1 no tractor loading shovel
- 1 no portacabin
- 1 no portaloop
- 1 no fuel bowser
- 1 no skip
- Floodlights and generator
- 1 no welfare facility (mess room)
- 2 no ISU (Incident Support Unit) vehicles
- 1 no potassium acetate storage tank
- 1 no vehicle pressure washer unit
- 5 personal vehicles in connection with works
- 1 No salt saturator (subject to the Tenant carrying out a risk assessment and carrying out any safeguarding measures identified by the risk assessment before the salt saturator is brought onto the Premises)

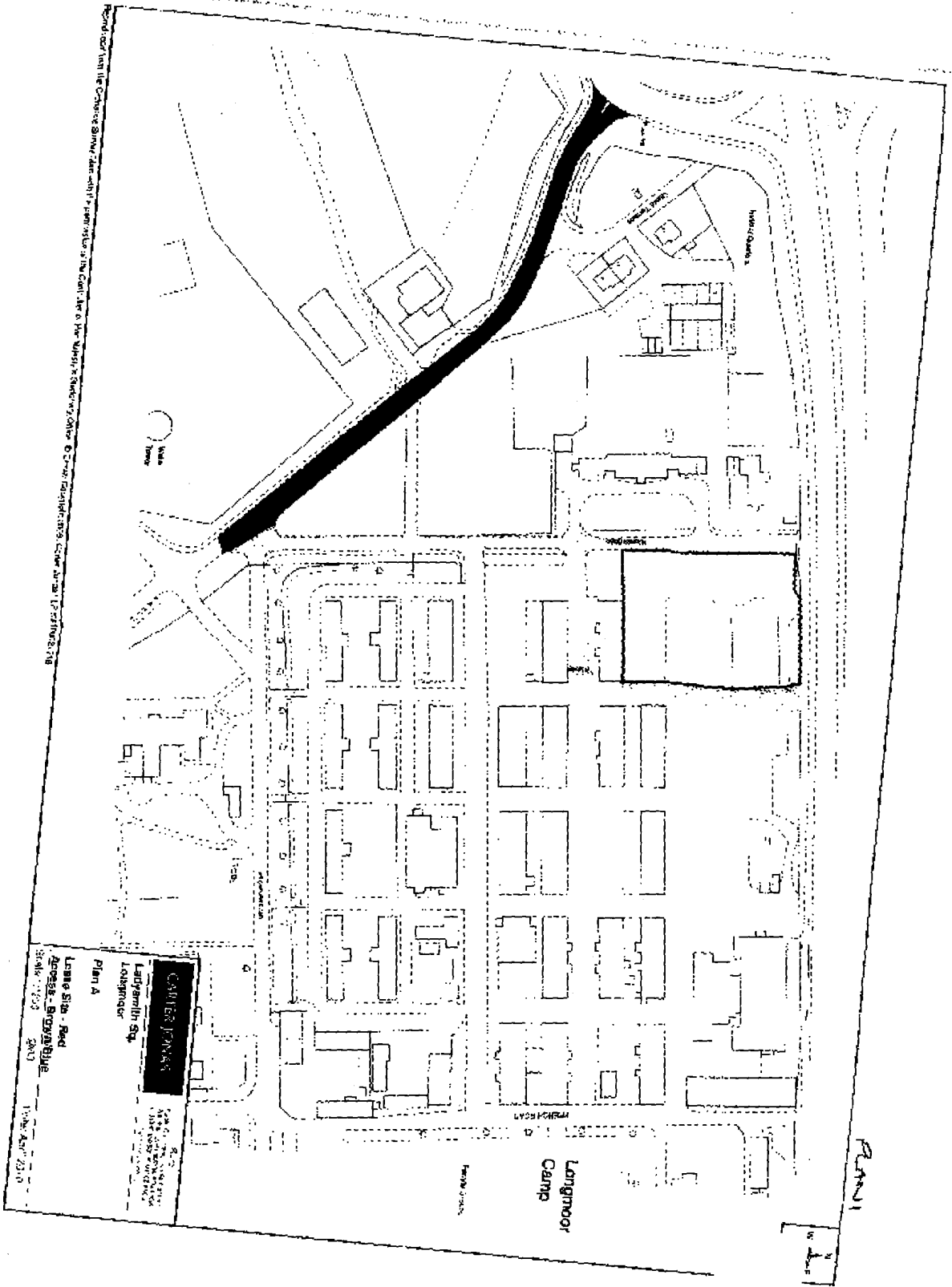
2. Not to store materials on the Premises other than those related to the Permitted Use

THE CORPORATE SEAL of the)
 SECRETARY OF STATE FOR)
 DEFENCE hereunto affixed is)
 Authenticated by :-)

Executed as a Deed by)
 EM HIGHWAY SERVICES LIMITED;)
 acting by its Director and)
 Secretary)

Director
 Secretary

*Authorised signatory under
 a Power of Attorney*
*Authorised signatory
 under a power of
 attorney.*



CARLETON JUNIAN
 ARCHITECTS
 1150 WEST 12TH AVENUE
 LOS ANGELES, CALIF. 90006
 LANGMOOR CAMP
 PLAN A
 LUNA SITE - POND
 ADDRESS - BRYANT BLVD
 SCALE - 1"=20' (SND)
 1969 APR 25/10

Checked by: [Signature]
 Drawn by: [Signature]
 Scale: 1"=20'
 Date: 4/25/69

