

DATED

201[]

NOTTINGHAMSHIRE COUNTY COUNCIL

TO

THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS

UNDERLEASE
OF LAND KNOWN AS
SHERWOOD FOREST VISITORS CENTRE AND NATIONAL NATURE RESERVE

SHARPE PRITCHARD[®]
www.sharpepritchard.co.uk
Tel: 020 7405 4600
ELIZABETH HOUSE
FULWOOD PLACE
LONDON
WC1V 6HG
REF: JP/SM/103602/1

LR1. Date of lease	[]
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s) [TBC]</p> <p>LR2.2 Other title number(s) None</p>
LR3. Parties to this lease	<p>Landlord Nottinghamshire County Council</p> <p>Tenant The Royal Society for the Protection of Birds</p> <p>Other parties None</p>
LR4. Property	<p>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.</p> <p>Refer to the definition of Premises in clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>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.</p> <p>The Premises will as a result of this Lease be held by a non-exempt charity and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply subject to s117(3) of that Act</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None</p>
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1 ("the Term")
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this

	<p>lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>Clause 10</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

DATE

PARTIES

- (1) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall West Bridgford, Nottingham NG2 7QP (the "Landlord");
- (2) **THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS** of The Lodge Sandy Bedfordshire SG19 2DL (Charity number England & Wales: 207076 Scotland: SCO37654) (the "Tenant").

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

The following expressions shall where the context so admits have the following meanings:

1954 Act	shall mean The Landlord and Tenant Act 1954;
Act	shall mean every Act of Parliament (whether specifically named herein or not) which may be relevant to the Premises its user or anything on the Premises the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order regulation directive bye-law rule consent or licence granted or required thereunder or by any Public or local authority or by any court of competent jurisdiction including all applicable European Community legislation;
Additional Sums	shall mean any sums equivalent to monies payable by the Landlord under the Head Lease, whether or not reserved as rent, but excluding the Head Lease Rent
Authorised Use	shall mean use for nature conservation and a nature reserve including the provision of visitors' facilities and ancillary uses and agriculture and forestry purposes
Collaboration	shall mean the Tenant, the Head Landlord and Sherwood Forest Trust or Continuum Ltd or any of them
Conducting Media	shall mean all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;

Head Landlord	shall mean the landlord for the time being of the Head Lease;
Head Landlord's Covenants	shall mean the obligations in the Head Lease to be observed by the Head Landlord;
Head Lease	shall mean the lease by virtue of which the Landlord holds the Premises, which is dated 1 April 2016 and made between (1) The Lord Inglewood Peter Lindsay Auldjo Jamieson and Edward John Buxton Stansfeld as (The Trustees of Thoresby Settlement) and (2) Nottinghamshire County Council and any documents made supplemental to it.
Head Lease Rent	shall mean the annual rent payable by the Landlord under clause 5 and 6 of the Head Lease.
Incorporated Terms:	<p>shall mean all of the terms, requirements, covenants and conditions contained in the Head Lease except to the extent that they are inconsistent with the clauses written in this Lease and with such modifications as are necessary to make them applicable to this Lease and the parties to this Lease:</p> <p>A. including:</p> <ul style="list-style-type: none"> i. the definitions and rules of interpretation in the Head Lease; ii. the obligations to be observed by the Landlord (as tenant under the Head Lease) except those specifically excluded in part (b) below; iii. the agreements and declarations contained in the Head Lease; iv. the provisions for rent review contained in clause 7 of the Head Lease; v. the rights granted and reserved by the Head Lease (including the right of re-entry and forfeiture); vi. the third party rights, restrictions and covenants affecting the Premises; <p>B. but excluding:</p> <ul style="list-style-type: none"> i. the term granted by the Head Lease; ii. the obligations on the Landlord (as tenant under the Head Lease) to pay to the Head Landlord the Head Lease Rent reserved by the Head Lease; iii. the obligations on the Landlord (as tenant under the Head Lease) to observe and perform the obligations under clause 5 and 7 of the Head Lease; iv. the Head Landlord's covenants; and

	v. any other terms of the Head Lease which are specifically excluded by the terms of this Lease or substituted or varied by the terms of this Lease.
Insurance Rent	shall mean an equivalent amount to the sums payable by the Landlord under clause 5 of the Head Lease
Insured Risks	shall mean those risks insured against by the Landlord under the Head Lease
Project Agreement	shall mean the agreement (and any agreement made supplemental to or in variation thereof from time to time) dated [] between (1) the Landlord and (2) the Tenant relating to the provision of visitors centre with ancillary uses at the Premises;
Plan 1	shall mean the plan annexed hereto and labelled "plan 1";
Plan 2	shall mean the plan annexed hereto and labelled "plan 2";
Planning Acts	shall mean the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
Premises	shall mean the land and buildings known as Sherwood Forest Visitors Centre and National Nature Reserve as shown edged red on Plan 1 together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time and for the avoidance of doubt the Substation is excluded as is the toilet block which is shown edged red on the southerly boundary of Plan 1
Ranger Mast	shall mean the radio mast which is located approximately in the position shown marked "A" on Plan 1 and shown in more detail marked with an orange triangle on Plan 2 which includes the lightning conductor earthing and radio transceiver equipment
Reserve	shall mean the land forming part of the Premises shown hatched blue on Plan 1
Review Date	shall mean 1 April 2020, 1 April 2025 and 1 April 2030
Rent Payment Dates	shall have the same meaning as those in the Head Lease
Services	shall mean water, foul and surface water drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises

Substation	shall mean the substation building and associated electrical equipment within the structure in the position shown marked edged red and marked "A" Plan 1 and shown more particularly edged orange on Plan 2;
Term	shall mean the term of years from and including the date hereof and terminating on the 30th day of March 2035 but determinable as hereinafter provided;
Visitors' Centre	shall mean the buildings to be constructed in accordance with the requirements of the Project Agreement on the area shown shaded green on Plan 1
Yearly Rent	shall mean [REDACTED] [REDACTED] per annum

2 INTERPRETATION

- 2.1 The expression "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 56 (Change in Law) of the Project Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause or sub-clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the clause, sub-clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Any consent or approval required from the Landlord and / or the Head Landlord must be obtained before the act or event to which it applies is carried out or done and shall be effective only if the consent or approval is given in writing
- 2.6 Where there is any inconsistency between the terms of the Project Agreement and this Lease the Project Agreement shall prevail.

3 DEMISE AND RENT

- 3.1 In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease SUBJECT TO the leases and licences

referred to in Schedule 3 YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

- 3.2 This grant is made on the terms of this Lease which include the Incorporated Terms as if they were set out in full in this Lease.
- 3.3 The matters excepted and reserved by the Head Lease for the benefit of the Head Landlord are excepted and reserved for the benefit of the Landlord and the Head Landlord by this Lease The Tenant covenants to comply with the Tenant's Covenants
- 3.4 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 3.4.1 the Yearly Rent;
 - 3.4.2 the Insurance Rent
 - 3.4.3 the Additional Sums
 - 3.4.4 all interest payable under this Lease; and
 - 3.4.5 any other sums due under this Lease.

4 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

4.1 To Pay Rent

- 4.1.1 To pay the Yearly Rent hereby reserved whether or not formally demanded by equal payments in advance on the Rent Payment Dates without any deduction and not to exercise or claim or seek to exercise or claim any right to withhold rent or to any legal or equitable set off
- 4.1.2 The first instalment of the Yearly Rent shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease until the day before the next Rent Payment Date.

4.2 Insurance Rent

- 4.2.1 The Tenant shall pay to the Landlord on demand:
 - 4.2.1.1 the Insurance Rent; and
 - 4.2.1.2 the sums expended by the Landlord in complying with clause 6.1.
- 4.2.2 The Landlord shall be entitled to retain for itself any agency fee or other commission paid or allowed by the insurers.

4.3 Head Lease

The Tenant covenants not to do anything or omit to do anything which may cause the Landlord to be in breach of their covenants under the Head Lease.

4.4 **Signs**

Save where necessary to comply with its obligations under the Project Agreement or any Act not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement other than those (1) in the style and using the logos agreed between the parties prior to the date of this Lease and (2) as otherwise as have been previously approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed).

4.5 **Planning**

Subject to the terms of the Project Agreement not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

4.6 **User**

Not to use or permit or suffer the Premises to be used otherwise than for the Authorised Use.

4.7 **Notices**

4.7.1 To transmit as soon as reasonably practicable to the Landlord the original or a full and accurate copy of any notice concerning the Premises which is received by the Tenant.

4.7.2 As soon as reasonably practicable to give notice to the Landlord upon becoming aware of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

4.8 **Alienation**

4.8.1 Save as provided in subclause 4.8.2 not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same.

4.8.2 The Tenant may:-

4.8.2.1 share part of the office or administrative areas of the Visitors Centre but only with a party involved in the management of the Visitors Centre or the Reserve and not so as to create a relationship of Landlord and Tenant;

4.8.2.2 grant grazing licences or farm business tenancies in relation to a part or parts of the Reserve but only

where necessary for conservation management purposes;

4.8.2.3 grant an underlease or underleases of some part or parts of the Visitors Centre to any member or members of the Collaboration such underlease to provide for termination in the circumstances set out in the Project Agreement and to ensure that the provisions of sections 24-28 (inclusive) of the Landlord & Tenant Act 1954 are excluded and certified copies of the relevant notices and declarations provided to the Landlord;

4.8.2.4 with the Landlord's prior approval (not to be unreasonably withheld or delayed) grant an underlease or underleases of some part or parts of the Visitors Centre to a third party such underlease to provide for termination in the circumstances set out in the Project Agreement and to ensure that the provisions of sections 24-28 (inclusive) of the Landlord & Tenant Act 1954 are excluded and certified copies of the relevant notices and declarations provided to the Landlord

4.9 Repair of Ranger Mast

Subject to the receipt of the contribution from the Landlord set out in clause 5.5 to keep the Ranger Mast in safe repair and working order

4.10 To Yield Up

To yield up the Premises in accordance with the provisions of the Project Agreement (and for the avoidance of doubt the Tenant shall have no obligations for repair removal or otherwise in respect of the Substation) and this Lease provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least 28 days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

5 LANDLORD'S COVENANT

5.1 Quiet Enjoyment

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

5.2 Head Lease Rent

Subject to the Tenant paying the rents reserved by this Lease and observing the Tenant's covenants the Landlord shall pay the Head Lease Rent

5.3 Head Landlord's covenants

The Landlord at the request and cost of the Tenant on a full indemnity basis shall use all reasonable endeavours to procure that the Head Landlord complies with the Head Landlord's Covenants during such period as the Head Lease subsists and the Landlord retains an interest in the Premises

5.4 Ranger Mast

The Landlord shall pay within 14 days of demand a fifty per centum contribution towards the maintenance and repair of the Ranger Mast

6 REGISTRATION OF THIS LEASE

Following the grant of this Lease, the Tenant shall without delay apply to register this Lease at the Land Registry. The Tenant shall ensure that any requisitions raised by Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenants title within one month of the registration being completed.

7 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this Lease and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

8 INDEMNITY

Unless otherwise required by or provided for in the Project Agreement, the Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Premises and loss of amenity of the Premises) suffered or incurred by the Landlord arising out of or in connection with any breach of the Tenant's Covenants, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Premises or any areas over which the Tenant has rights under this Lease with the actual or implied authority of any of them.

9 RENT REVIEW

On each Review Date the Yearly Rent shall be reviewed so that the rent payable under this lease shall be an amount equivalent to the Head Lease Rent as reviewed and payable under the Head Lease

10 OPTION TO RENEW

- 10.1 If the Landlord extends the term of the Head Lease at the request of the Tenant in accordance with clause 9 of the Head Lease (and for the avoidance of doubt the Landlord shall not be obliged to do so) then the Landlord shall offer an extension of the term of this lease to the Tenant and the Tenant shall accept a new lease on the same terms and conditions herein contained (save for the term).
- 10.2 If the Tenant shall be desirous of extending the term of this lease the Tenant may request such an extension from the Landlord in writing stating the length of term they require and upon the Landlord being agreeable to this, the Landlord shall seek an extension of the Head Lease and a new lease of the Premises shall be granted to the Tenant in accordance with clause 10.1 above.
- 10.3 If a new lease of the Premises is to be granted to the Tenant pursuant to this clause 10 then the Landlord shall use its reasonable endeavours to support any funding application the Tenant makes to enable the Tenant to enter into a further lease (provided that this shall be at no cost to the Landlord).

11 PROVISOS AGREEMENTS AND DECLARATIONS

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

11.1 Remedies

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of clause 6.2 and the remedies specified in the Project Agreement.

11.2 Early Termination of the Term

If the Project Agreement is terminated or determines for any reason in accordance with the terms of the Project Agreement then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

11.3 No implied Rights

Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding alteration or development of such other property.

11.4 Timber

The parties hereby agree that any timber growing at the date of this Lease shall belong to the Landlord but the Tenant may lop or fell the same as part of good conservation management of the Reserve PROVIDED THAT the Landlord reserves the right to the value any of the timber felled.

11.5 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act

The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:

11.5.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

11.5.2 Nick Hill who was duly authorised by the Tenant to do so made a statutory declaration dated 30 October 2015 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

11.5.3 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

11.6 Consents

11.6.1 Where the consent or approval of the Landlord is required to any act or thing under this Lease the following shall apply:

11.6.1.1 If it is a requirement of the Head Lease that the consent or approval of the Head Landlord is required to the act or thing it shall be a condition precedent that the consent of the Head Landlord is also obtained to the act or thing; and

11.6.1.2 The Landlord shall, at the cost of the Tenant, use all reasonable endeavours to obtain the consent or approval of the Head Landlord where this is a requirement of the Head Lease and where the Landlord is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and

11.6.2 In this Lease references to the consent or approval of the Head Landlord shall include references to the consent or approval of any other party from whom the Head Landlord is obliged to obtain consent or approval.

11.7 Notices

The service and receipt of notices shall be undertaken in accordance with the terms of the Project Agreement.

11.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Lease shall not have any rights under or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.9 Landlord and Tenant (Covenants) Act 1995

This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

11.10 **Warranty on Use**

Nothing in this Lease constitutes or shall constitute a representation or warranty that the Premises may lawfully be used for any purpose allowed by this Lease.

11.11 **Local Authority Landlord's Capacity and Powers**

The Landlord enters into this Lease solely in its capacity as an owner of a superior legal interest in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

11.12 **Charities Act Statement**

The Premises will as a result of this Lease be held by a non-exempt charity and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply subject to s117(3) of that Act

This Lease is executed as a deed and is delivered on the date stated at the beginning of this Lease.

THE COMMON SEAL of
**NOTTINGHAMSHIRE COUNTY
COUNCIL**

was affixed to this DEED

BY ORDER:

)
)
)

Authorised Officer:

EXECUTED as a
DEED by the common seal of
**THE ROYAL SOCIETY FOR THE
PROTECTION OF BIRDS**

being hereunto affixed in the presence of:

)
)

Director

Director

SCHEDULE 1

EXCEPTIONS AND RESERVATIONS

- 1 The right of access and egress over the Premises to the Substation at any time in order to comply with the Landlord's obligations under the Head Lease
- 2 The free and uninterrupted passage and running of Services to and from the Substation in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
- 3 The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Landlord's neighbouring property (if any), the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Landlord's neighbouring property (if any).
- 4 The right at any time during the Term in accordance with the conditions for such entry included within the Project Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
 - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 1;
 - 4.2 carry out any cleaning and or maintenance of the Landlord's neighbouring property (if any); or
 - 4.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Project Agreement,

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
- 5 The Landlord reserves the right to enter onto the Premises, with or without workmen and equipment, for any purpose necessary to enable the Landlord to comply with its covenants under the Head Lease whether or not:
 - 5.1 the obligation to comply with the relevant covenants has been imposed upon the Tenant by the terms of this Lease;
 - 5.2 the Tenant is in breach of the relevant covenants
- 6 All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of Landlord's neighbouring property (if any) provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Project Agreement.

- 7 The right to deal in any manner whatsoever with the Landlord's neighbouring property (if any) and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
- 8 The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Landlord's neighbouring property (if any).
- 9 The timber on the Premises at the date hereof
- 10 The mines and minerals under the Premises and the airspace above the buildings on the Premises.

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT

- 1 The right to fell lop or prune any tree on the Premises where required for good conservation management and to remove or dispose of the same provided the Tenant gives the Landlord prior written notice of any felling of timber and further provided that the Tenant acknowledges that the Landlord is entitled to the value or any felled timber should he wish to take it.
- 2 The right of support and protection by and from the Landlord's neighbouring property (if any) for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
- 3 The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Landlord's neighbouring property (if any).
- 4 The right at any time during the Term in accordance with the conditions for such entry included within the Project Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Landlord's neighbouring property (if any) to:
 - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this Schedule 2;
 - 4.2 carry out any cleaning and or maintenance of the Premises; or
 - 4.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Project Agreement,

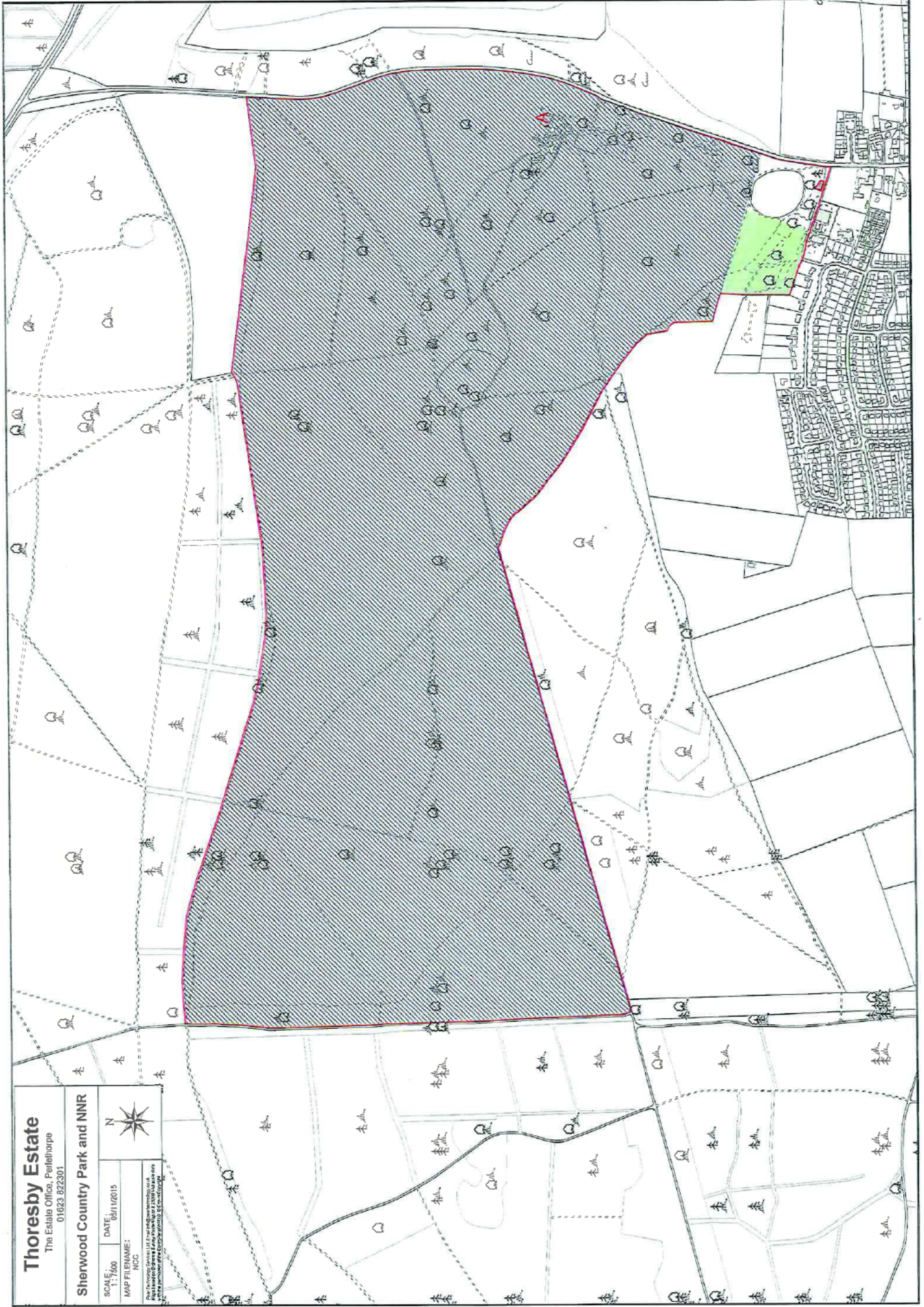
the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.

SCHEDULE 3

Those incumbrances as set out in the Head Lease in so far as they are still subsisting and affect the Premises

ANNEX – PLAN 1 AND PLAN 2

Plan 1



Thoresby Estate
The Estate Office, Perlethorpe
01623 822301

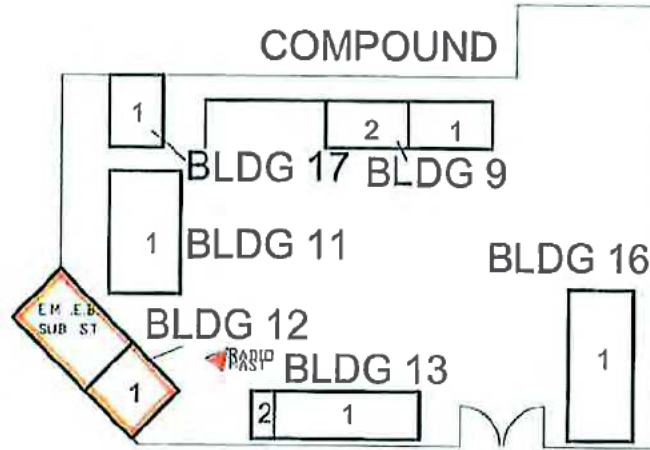
SCALE: 1:1500
MAP FILENAME: ICC


DATE: 08/11/2015
NCC

Perlethorpe Green is a registered Green Belt site under the provisions of the Town and Country Planning Act 1990. The map shows the Green Belt boundary and the site is within the Green Belt.

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Plan 2



 <p>Nottinghamshire County Council Corporate Services Trent Bridge House, Fox Road, West Bridgford, Nottingham, NG2 6BU Tel: 0115 9773062</p>	Project		Drawn	Date
	SHERWOOD VISITORS CENTRE		EH	FEB'10
	Property No.	Project No.	Checked	Date
	3085		Azh	Treed
Title			Scale	
ROOM PLAN			NTS	
Drawing No.		Rev.		
© Nottinghamshire County Council		C.3085 - 6		