ADD PRESCRIBED CLAUSES. — see rider.

THIS LEASE is made the day of 2016

BETWEEN

(1) S A JOHNSON of The Vicarage, Church Lane, Ascot, SL5 7DD and K CLEMENTS of 2 Murray Court, Ascot, SL5 9RB and LAUREN DAVIES of 11 Dower House, Truss Hill Road, Sunninghill, Ascot, SL5 9AN and W PHELAN of 1 Bowden Road, Sunninghill, SL5 9NJ trustees for the time being of ~~The Sunninghi~~ll Fuel Allotment ~~Trust~~ ("the Lessors")

STET STET (charity number 240061)

(2) Sunninghill and Ascot Parish Council whose registered office is at The ~~Couryard~~ (Ascot Racecourse), High Street, Ascot, Berkshire, SL5 7JF COURTYARD

("the Lessees")

WITNESSETH that in consideration of the rents hereinafter reserved and of the Lessees covenants hereinafter contained the Lessors hereby demise unto the Lessees ALL THAT piece or parcel of land situate and lying at South Ascot in the Parish of Sunninghill in the County of Berkshire and edged red on the plan annexed hereto (hereinafter called "the Demised Premises") TO HOLD unto the Lessees for a term OF 99 YEARS commencing on the date hereof ~~and expiring on the .....~~ PAYING therefore during the term of this Lease the yearly rent of Two Hundred and Fifty Pounds (£250) such rent to be payable on the completion of this Lease.

1. THE Lessees hereby covenant with the Lessors in the manner following that is to say:-
    a. To pay the rent hereby reserved at the time and in the manner aforesaid and to pay and discharge all rates taxes duties assessments and charges whatsoever of an annual or other periodically recurring nature whether parliamentary parochial or of any other description which are now or during the said term shall be imposed or charged on the Demised Premises.

    b. To keep and use the Demised Premises as and for a Recreation and Sports Ground ~~and Village Green~~ respectively and for no other purpose.

c. To erect and maintain such good and sufficient fences or walls as may be reasonably approved by the Lessors on such sides of the Demised Premises as is considered adequate and reasonably necessary by the Lessors.

d. Not to permit or suffer to be erected on the Demised Premises any permanent building other than and except for:-

   i. a shed for the storage of tools and other implements used in connection with the cultivation of the Demised Premises and pavilions or other sheds in connection with the permitted user of the Demised Premises

   ii. a refreshment hut [for the benefit of those using the Demised Premises] of a type and design first approved by the Lessors (such approval not to be unreasonably withheld~~)~~ or delayed).

e. At all times during the said term to keep the Demised Premises in ~~good heart~~ clean good repair and condition and not without the Lessors consent which shall not be unreasonably withheld to cut down or remove any of the trees growing thereon, ~~in accordance with the Schedule annexed~~ other than as required for good arboracultural practice

f. Not to permit any user of the Demised Premises in such manner as shall cause ~~any~~ material or significant nuisance or annoyance to adjoining owners or occupiers ~~and to keep the same free form weeds~~.

g. Not to assign underlet or part with the possession of the Demised Premises nor any part thereof without the licence in writing of the Lessors first had and obtained.

h. At the expiration or sooner determination of the said term hereby granted to deliver up the Demised Premises in good condition as aforesaid.

i. To obtain all necessary planning and building consents in respect of the use of the Demised Premises as referred to in clause 1(d) and to comply with all conditions contained or referred to in such consents.

2. The Lessees covenants with the Lessor:-

a. To insure the Demised Premises (and any buildings or property placed thereon) against the usual ~~risks~~ property risks ('the Insured Risks')

b. To comply with all the requirements and recommendations of the insurers so far as they relate to the Demised Premises and/or the building constructed thereon

c. Not to do or omit anything that could cause any policy of insurance on or in relation to the Demised Premises to become void or voidable wholly or in part nor (unless the Lessees shall have previously notified the Lessors and has agreed to pay the increased premium) anything by which additional insurance premium may become payable

d. To keep the Demised Premises supplied with such firefighting equipment as the insurers and the fire authority may require ~~or as the Lessors may reasonably require~~ and to maintain such equipment to their satisfaction and in efficient working order

e. Not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature (save for small quantities of inflammable substances which are required for maintenance of the Demised Premise and the Lessees permitted business use ~~and for which the Lessees have received the Lessors prior written consent in accordance with clause 3.13 of this Lease~~) and to comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Lessors as to fire precautions relating to the Premises and to the Building

f. Not to obstruct the access to any fire equipment or the means of escape from the building or the Demised Premises nor to lock any fire door while the Demised Premises are occupied

g. To give notice to the Lessors immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or the Demised

Building or upon the happening of any event against which the Lessors may have insured under this Lease

h. To maintain in force throughout the Term insurance against damage to any plate glass in the Premises and to produce to the Lessors on demand and supply a copy of the policy relating to such insurance and evidence of payment of the current premium and whenever any plate glass is broken or damaged to lay out all money received in respect of such insurance as quickly as possible in reinstating with new glass of the same quality and thickness and to make good any deficiency in such money

i. Throughout the Term to maintain a policy or policies of insurance in respect of public liability in the sum of **FIVE MILLION POUNDS** or such higher amount or amounts as the Lessors may reasonably require and to provide details of such policy or policies to the Lessors when reasonably required and upon payment of the premium for such policy or policies to furnish evidence thereof to the Lessors to the intent that the Lessees shall to the extent of such insurance indemnify the Lessors against its liability (if any) for injury to persons or for damage to property (moveable or immoveable) caused by or in any way arising out of the condition and user of the DEMISED Premises or any Lessees fixtures and fittings or Lessees chattels therein or the act or default of the Lessees its servants licensees agents contractors or visitors

j. If at any time the Lessees shall be entitled to the benefit of any insurance on the Premises or the building (whether or not effected or maintained in pursuance of any obligation contained in this lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received

k. If and whenever during the Term the Demised Premises and/or any building thereon are damaged or destroyed by any of the Insured Risks (except one against which insurance may not ordinarily be arranged with an insurer of repute for property such as the DEMISED Premises or the Building unless the Lessors has in fact insured against that risk) so that the DEMISED Premises or any part of them are unfit for occupation or use and payment of the insurance money is not refused in whole or in part by reason of any act neglect or default of the Lessees or the Lessees servants or agents then the Rent or a fair proportion of the Rent according to the nature and extent of the damage sustained shall cease to be

DEMISED

payable until the Premises or the Building or the damaged parts thereof shall have been rebuilt or reinstated so that the Premises or the affected parts are made fit for occupation or use or until the expiration of 2 years from the destruction or damage whichever period is the shorter (any dispute concerning this clause ~~6.4~~ to be determined in accordance with the Arbitration Acts 1950 to 1996 by an arbitrator to be appointed by agreement between the parties or in default by the President or a Vice President for the time being of the Royal Institution of Chartered Surveyors upon the application of either party).

clause 2(k).

3. THE LESSORS HEREBY COVENANT with the Lessees that the Lessees paying the said rents and observing and performing the covenants herein contained shall quietly hold and enjoy the Demised Premises without any lawful interruption from or by the Lessors or any persons rightfully claiming from or under them.

4. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

   a. If the reserved rents or any part thereof shall be in arrears for twenty-one days (whether legally demanded or not) or if there shall be any MATERIAL breach of any stipulations or provision contained herein the Lessors may re-enter on the Demised Premises and thereupon the term hereby created shall forthwith determine without prejudice to the Lessors' rights and remedies in respect of any such breach.

   b. ~~[In the event of the Lessors obtaining a consent (whether in outline or detail)~~ for the development of the Demised Premises or any part thereof being required by any Corporation Body or individual having the right to take land compulsorily and Notice of Intention to take the same being duly served on the Lessors then it shall be lawful for the Lessors to give to the Lessees not less than six months notice in writing of their intention to determine this Lease (by leaving the same at the office of the Clerk to the Lessees for the time being) and the term of years hereby created shall determine on the expiration date given in the said Notice and the Lessees shall then deliver to the Lessors peaceable and quiet possession of the Demised Premises.]

5. IN THE EVENT of any dispute or difference arising between the parties hereto as to the construction of this Lease or as to the rights duties or obligations of the parties hereto or as to any other matter in any wise arising out of or connected with the subject matter thereof the same shall be referred to the arbitration or decision of an independent arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors (these presents being deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 to 1996 or any Statutory modification or re-enactment thereof for the time being in force) AND IT IS HEREBY AGREED AND DECLARED that the decision of such Arbitrator as aforesaid shall be final and binding.

6. The Lessors and the Lessees hereby agree that the provisions of Section 24 to 28 of the Lessors and Lessees Act 1954 ("the Act") shall be excluded in relation to the tenancy created by this Lease, and in this respect:-

(a) Pursuant to the provisions of Section 38A(3)(a) of the Act the Lessors have on the day of 2016 served on the Lessees a Notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England & Wales) Order 2003 ("the 2003 Order") and

(b) The Lessees or a person duly authorised by the Lessees to do so has on the day of 2016 made a Declaration in the form or substantially in the form set out in Paragraph 7 in Schedule 2 to the 2003 Order

agreed only if term if agreed by Lessor.

clause 7, 8 & 9 : See rider.

9.10. This is a new Lease.

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

SIGNED as a Deed by

in the presence of:-

Add correct execution clauses.