

**Sandra Hutchings**

**From:** Zoe Wangler  
**Sent:** 27 April 2012 14:08  
**To:** Development Control  
**Cc:** Alison Fish  
**Subject:** applications 11/02007/MFUL, 12/00045/MFUL, and 12/00107/MFUL  
**Attachments:** REVISED-Management-Plan.doc; Revised Farm Business Tenancy.doc



Dear Sir or Madam:

Please find attached a revised Management Plan and a revised sample Farm Business Tenancy, to be submitted against applications 11/02007/MFUL, 12/00045/MFUL, and 12/00107/MFUL. These documents have been updated following discussions with the District and Parish councils, as follows:

**Revisions to Management Plan**

1. A note in the Overview that 'any reference in the plan to the ELCC applies to successors in title' (p.i).
2. A note that where an annual audit identifies that an objective of the Management Plan has not been met, we the ELCC must set out a corrective or mitigating measure to be submitted to MIDDC for approval and that this corrective/mitigating measure must be implemented (p. 1).
3. Removal of reference to retirement.
4. The inclusion of a statement from Holcombe Rogus Parish Council as part of the annual monitoring report (p.4 and p.13).
5. Requirement to install a traffic counter (p.12).
6. A maximum number of vehicle trips to and from the site (p.12).

We have also included an explicit mention of the riparian vegetation and need to preserve it (p.4) and have updated the dates for the annual audits, following the change of date for the planning committee meeting (p.1).

**Revisions to the sample Farm Business Tenancy**

1. The term of the lease has been changed from 999 years to 50 years with a right to renew for a further 50 years.

Yours sincerely,

Zoe Wangler  
 Managing Director

Ecological Land Cooperative | The Hub | 5 Torrens Street | London EC1V 1NQ  
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*ELCC is an Industrial and Provident Society, registered with the Financial Services Authority, Reg. No 30770 R.  
 Registered Office: The Hub, 5 Torrens Street, London EC1V 1NQ*



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DATED

20[ ]

(1) ECOLOGICAL LAND CO-OPERATIVE LIMITED

(2)

ORIGINAL/COUNTERPART

## LEASE

OF PLOT [ ] GREENHAM REACH



**ReedSmith**

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*or*

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

*[You may omit all of LR 14 if they do not apply to the Tenant]*

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**THIS LEASE** is dated

20[ ]

## **PARTIES**

(1) **Ecological Land Co-operative Limited** registered under the Industrial and Provident Society with registered number 30770 R whose registered office is at The Hub 5 Torrens Street London EC1V 1NQ (**'Landlord'**)

(2) [ ] of [ ] (**'Tenant'**)

## **RECITALS**

(A) The Landlord's mission is to provide truly affordable opportunities for land-based businesses in the UK. We, the Landlord, support rural regeneration by developing farming, forestry and other rural enterprises which are economically viable, and ecologically beneficial. This lease has been prepared with our mission in mind. If the lease appears arduous in places, this is because we were unable to find a simpler way to safeguard our mission.

(B) The Landlord has approved the Tenant as an occupant of the Greenham Reach Site which is to be occupied, operated and maintained as agricultural land providing the Tenant's livelihood in accordance with the Planning Consent and Management Plan.

## **AGREED TERMS**

### **1 DEFINITIONS AND INTERPRETATION**

1.1 In this Lease the following phrases shall have the following meanings unless the context requires otherwise -

**'Base Rate'** means the base lending rate for the time being of Barclays Bank PLC or such other bank as the Landlord may from time to time nominate or if such base lending rate ceases to be published for any reason such other rate of interest as the Landlord (acting reasonably) shall from time to time specify;

**'Common Parts'** means those parts of the Site comprising yard, barn, parking areas internal tracks and paths, the W.W.T. waste water treatment system and landscaped areas and any other areas or amenities from time to time within the Site the use of which is common to some or all of the tenants or occupiers of the Site;

**'EPC'** means an energy performance certificate;

**'Management Plan'** means the current management plan prepared and maintained by the Landlord from time to time and attached to this Lease is the version that has been adopted for the Site as at the date of this Lease;

**'New Lease'** the lease of the Property (the terms of which are set out in clause 9.5) to be granted upon the exercise of the Option;

**'Option'** the option granted by the Landlord to the Tenant by Clause 9;

**'Option Completion Date'** the date determined in accordance with clause 1.9;

**'Option Notice'** written notice exercising the Option in accordance with the terms of clause 9;

**'Option Period'** the period from and including 1/1/2057 to 1/1/2062.

**'Planning Acts'** means all legislation relating to Town and Country Planning from time to time;

**'Planning Consent'** means the planning permission for the use of the Site as agricultural land providing the occupiers livelihood dated [ ] and granted under reference number [ ];

**'Premium'** means [ ] POUNDS (£[ ]);

**'Property'** means the land shown edged red on the Plan and this includes -



- (a) all buildings, structures, erections, fixtures and fittings on the Property from time to time; and
- (b) all additions, alterations and improvements to the Property carried out during the Term; and
- (c) any Service Media exclusively serving the Property.

‘Resale Value’ has the meaning given in clause 8;

‘Service Media’ means pipes, wires, cables, drains and conduits;

‘Site’ means Greenham Reach [shown edged | | on the Plan];

‘Term’ means the term of fifty years from and including | | 20| | subject to the Tenant’s option to renew in clause 9.

1.2 The following rules of interpretation shall apply to the provisions of this Lease -

1.2.1 the Particulars form part of this Lease and the terms described in the Particulars shall where used in this Lease have the same meaning as is given to them in the Particulars;

1.2.2 terms defined or described in parts of this Lease shall have the same meaning where used in other parts of this Lease;

1.2.3 a reference to the Property means the whole or any part of the Property unless the contrary is expressly stated;

1.2.4 a reference to the Tenant means the tenant in whom this Lease is vested from time to time and any former tenant who remains liable for the Tenant’s obligations in this Lease;

- 1.2.5 an obligation of the Tenant not to do or omit to do something operates also as an obligation not to permit or passively allow that thing to be done or omitted by any third party;
- 1.2.6 any right of entry given to the Landlord shall extend to any person authorised by the Landlord;
- 1.2.7 a reference to the Landlord's costs includes without limitation administrative costs and professional fees and professional expenses and disbursements;
- 1.2.8 a reference to the end of the Term means the date of expiration of the Term or any earlier date when this Lease comes to an end (however it is ended);
- 1.2.9 a reference to this Lease includes any deed or document which is at any time supplemental to collateral with or entered into in accordance with the terms of this Lease;
- 1.2.10 the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the Term;
- 1.2.11 each clause of this Lease is distinct and severable from the others;
- 1.2.12 the headings shall not affect the interpretation of this Lease;
- 1.2.13 words importing one gender shall be construed as importing any other gender;
- 1.2.14 the singular includes the plural and vice versa;
- 1.2.15 words importing persons shall include firms, companies, and corporations and vice versa;
- 1.2.16 where any party comprises two or more persons all obligations of that party shall be deemed to be joint and several obligations;

1.2.17 references to a clause or Schedule shall be construed as a reference to the relevant clause of or Schedule to this Lease;

1.2.18 a reference to any statute regulation directive or statutory instrument (whether generally or specifically) shall be construed as a reference to that statute regulation or statutory instrument as amended re-enacted or applied from time to time and shall include all instruments, orders, plans, regulations, and permissions and directions made or issued pursuant to or deriving validity from them and all directives regulations and mandatory requirements of the European Union.

## **2 THE TENANCY**

2.1 The tenancy granted by this Lease is a Farm Business Tenancy as defined by Agricultural Tenancies Act 1995.

2.2 The Landlord lets and the Tenant takes a tenancy of the Property for the Term at a rent of one pound per year (£1) (if demanded) and in consideration of the Premium the receipt of which the Landlord acknowledges.

## **2.3 RIGHTS GRANTED**

2.3.1 The Landlord grants to the Tenant in common with the Landlord and all other persons entitled (at any time) the rights set out in Part 1 of Schedule 1.

2.3.2 The Tenant shall register the rights referred to in clause 2.3.1 on the Landlord's register of title at the Land Registry within one month after the date of this Lease and those rights shall be of no effect unless the Tenant has registered them accordingly.

## **3 PAYMENTS**

3.1 The Tenant is to pay to the Landlord -

3.1.1 a fair proportion of the costs incurred by the Landlord to insure the facilities buildings and other amenities forming part of the Common Parts on the Site for such sum and against such risks that the Landlord considers ought to be covered from time to time

- to be paid within 14 days after the Landlord gives written notice of the amount due to this Tenant (and this amount is due as rent);
- 3.1.2 a fair proportion of the cost of repairing maintaining decorating, replacing, rebuilding and renewing and cleaning barns, walls, fences, gates, structures, yards, ponds, gardens, roads, paths, gutters, drains, sewers, pipes, pumps, bore holes, wires, cables and things used or shared with other property and the Landlord may invoice the Tenant in advance of incurring these costs if reasonable in the circumstances;
  - 3.1.3 all existing and future rates, taxes, assessments, impositions and outgoings charged upon the Common Parts or its occupier during the term of this Lease and a fair proportion of any borne by the Landlord where the Property is not separately assessed;
  - 3.1.4 the fair proportions due from the Tenant shall be determined by the Landlord acting reasonably and may be varied during the Term in relation to certain costs if the use by the Tenant and others using the shared facilities would make a varied proportion fairer;
  - 3.1.5 if the Tenant does not comply with any of its obligations in this Lease the Landlord may enter onto the Property to carry out the works itself and the Tenant will pay the Landlord's costs of doing so which may be recoverable as a debt;
  - 3.1.6 any reasonable costs and expenses (including professional fees) which the Landlord incurs in -
  - 3.1.7 dealing with any application by the Tenant for consent or approval, whether or not it is given;
  - 3.1.8 preparing and serving a notice of a breach of the Tenant's obligations, even if no formal court proceedings follow or order is made;

- 3.1.9 preparing and serving a schedule of dilapidations either during the 'Term or recording failure to give up the Property in the appropriate state of repair and condition when this lease ends.
- 3.2 The 'Tenant will pay (or repay the Landlord as appropriate) the cost of annual ecological audits and any costs relating to the implementation of the Management Plan in accordance with the Management Plan up to a maximum of £400 per year, rising each year with the Consumer Prices Index or such other reasonable alternative index that replaces this during the 'Term.
- 3.3 The 'Tenant will pay for all rates, taxes, assessments, impositions and outgoings charged on the Property or the owner and occupier of the Property or will pay the sums due to the Landlord when incurred by the Landlord in common with other property.
- 3.4 To the extent incurred the 'Tenant will pay for the costs of any electricity, gas, electronic communications [drainage/water] consumed during the 'Term or will pay the sums due to the landlord when incurred by the Landlord in common with other property.
- 3.5 If the 'Tenant does not make any payment due to the Landlord within 21 days of a written request for payment it shall pay interest at the overdue amount at 2<sup>0</sup> % above Base Rate.

#### **4 REPAIRS AND MAINTENANCE**

The 'Tenant will -

##### **4.1 REPAIR AND CONDITION**

- 4.1.1 Keep all buildings, fixtures and any fixed equipment and other structures on the Property from time to time in reasonable repair and condition including replacing it or demolishing it where it is no longer capable of being repaired.

- 4.1.2 Maintain the state and condition of the land, trees, hedgerow, W.F.T. biological waste water treatment system, internal paths and tracks on the Property in accordance with the Management Plan.
- 4.1.3 Not do or permit anything on or upon the Property or any part of it which may be or become a nuisance, annoyance, or damage to the Landlord or the tenants or occupiers of other property in the neighbourhood or the local or other authorities.
- 4.1.4 Not deposit or bury any refuse, waste, sewage sludge, redundant material or redundant machinery on the Property or the Site except in accordance with the Management Plan.
- 4.1.5 Not accumulate or allow to accumulate anything on the Property, the accumulation of which could contravene any law, rule or regulation.
- 4.1.6 Not knowingly bring onto or allow to remain on the Property any animal infected with a contagious or notifiable disease.
- 4.1.7 [Not plant trees that grow to a height of over [ ] metres in the areas marked [ ] on the Plan.]

#### **4.2 IMPROVEMENTS AND ALTERATIONS**

The Tenant -

- 4.2.1 will provide to the Landlord the details of the cost and potential value of any improvements the Tenant wishes to make to the Property that are to be taken into consideration in the event of any future sale or transfer, before the relevant works are carried out as set out in the Management Plan.
- 4.2.2 will not carry out any alterations or improvements to the Property or any engineering works, demolition, felling, clearance or construction without the prior consent of the Landlord, as set out in the Management Plan.

4.2.3 will not make any application for planning permission, without at least three weeks prior notification to the Landlord and the approval of the Landlord as set out in the Management Plan.

4.2.4 intends to bring on and fix to the Property the items specified in Schedule 2. The Landlord consents to this conditionally on the basis that the Tenant is not entitled to compensation for any fixture but may remove it if he so chooses.

4.3 The parties agree that actions such as maintaining drains and hedges shall not be classed as 'improvements' or of carrying a continuing benefit after the end of the tenancy.

## **5 MANAGEMENT PLAN**

5.1 The Landlord and the Tenant will comply with the whole of the Management Plan as amended from time to time during this tenancy.

5.2 Once every twelve months the Landlord shall conduct an audit of the Site as required by and in accordance with the Management Plan.

5.3 The Tenant covenants to implement any action plan drawn up after the annual audit in accordance with the Management Plan and if the Tenant is in breach of this obligation the Landlord shall be entitled to terminate this Lease in accordance with clause 6.

5.4 If the Landlord has reason to believe that activities are taking place on the Property that do not accord with the Management Plan or this Lease it may undertake urgent evaluation of the Property in accordance with the Management Plan.

## **6 TERMINATION OF THIS LEASE**

6.1 The Landlord may serve notice to determine this Lease following a breach under clause 5.3 of the Lease on a date specified in the notice being not less than 12 months after service of the notice.

- 6.2 In the event that notice is served in accordance with clause 6.1 the Term will cease and determine on the date specified in the notice but without prejudice to any right or claim which either party may have against the other in respect of any previous breach or outstanding obligation of the Lease upon the later of the date of the determination or the date the Tenant vacates the Property and the Landlord will pay to the Tenant 75% of the Resale Value.
- 6.3 The Tenant may serve notice to determine this Lease on the date specified in the notice being not less than 12 months after service of the notice if by [insert date 5 years after term commencement] the Tenant (acting reasonably) considers that it is unable to renew the planning permission granted for the Tenant's dwelling at the Property or unable to obtain a permanent planning permission for the Tenant's dwelling at the Property.
- 6.4 In the event that notice is served in accordance with clause 6.3 the term will cease and determine on the date specified in the notice but without prejudice to any right or claim which either party may have against the other in respect of any previous breach or outstanding obligation of the Lease upon the later of the date of the determination or the date the Tenant vacates the Property and the Landlord will pay to the Tenant 100% of the Resale Value.

## 7 LEASE TRANSFER AND SUB-LETTINGS

- 7.1 Notwithstanding the other provisions of this clause 7 if the Tenant wishes to transfer its interest in the Property the Tenant shall before it enters into any agreement to do so serve notice in writing on the Landlord of its desire to transfer the Lease with an estimate of the proposed Resale Value of the Property as at the date of the notice.
- 7.2 In the event that notice is served under clause 7.1 the Landlord shall have the option but shall not be required to serve a counter notice within four months of receipt by the Landlord of the notice confirming its agreement to take a transfer of the Lease. If the Landlord wishes to take a transfer of the Lease but the Resale Value proposed by the Tenant is not agreed by the Landlord either party may refer the question of the



Resale Value to an arbitrator to be agreed or appointed (at the request of either party) by the President of the Royal Institute of Chartered Surveyors.

- 7.3** Completion of the transfer of the Lease referred to in clause 7.2 will take place one month after the later of service of the Landlord's counter notice if the Resale Value is agreed or after the Resale Value determined by the arbitrator.
- 7.4** On completion of the transfer of the Lease the Tenant will hand the Landlord the executed transfer the original lease and any forms required to discharge any charges secured over the Property and the Landlord will pay the Tenant the Resale Value as agreed or determined.
- 7.5** The Tenant may not sublet the whole or part of the Property and may not assign or transfer part or hold the Property on trust for another or part with possession or occupation of the whole or part of the Property except as permitted by this clause 7.
- 7.6** The Tenant may assign or transfer his interest in the whole of the Property on these terms where the Landlord does not serve a counternotice in accordance with clause 7.2 -
- 7.6.1** the prior approval of the Landlord must be obtained (not to be unreasonably withheld);
- 7.6.2** the price shall not be greater than the Resale Value referred to in the Tenant's notice served under clause 7.1;
- 7.6.3** the proposed transferee and the Landlord will both sign an agreement to comply with the Management Plan from the date the transfer takes place whilst the transferee is Tenant; and
- 7.6.4** it will be reasonable (among other good reasons) for the Landlord to withhold consent if the proposed transferee is unlikely to be able to comply with the obligations of the Tenant in this Lease and in the Management Plan.

## **8 RESALE VALUE**

**8.1** The Resale Value means  $1 + (P \cdot A1) + A2$  where -

**8.1.1** I equals the value of improvements made by the Tenant to the Property excluding the value of any fixtures the Tenant proposes to remove.

**8.1.2** P equals the Premium.

**8.1.3** A1 equals the value of the Property as bare agricultural land as at the date of this Lease calculated in accordance with clause 8.2.]

**8.1.4** A2 equals the value of the Property as bare agricultural land at the date of service of the notice by the Tenant under clause 7 calculated in accordance with clause 8.2.

**8.2** To calculate [A1 and] A2 the parties agree that the agricultural land value of the Property at the relevant date is assessed without the benefit of the Planning Consent and without the benefit of any of the use of or services from the Common Parts and excluding the improvements made during the Term and the Landlord will obtain two independent valuations of the Property on this basis and will then take the mean average of those two to calculate [A1 and] A2.

## **9 OPTION TO RENEW**

**9.1** The Landlord grants the Tenant, during the Option Period, an option to take the New Lease.

**9.2** The Tenant may exercise the Option at any time during the Option Period by serving an Option Notice on the Landlord. The Option Notice must:

**9.2.1** be given in accordance with clause 13 of this Lease;

**9.2.2** exercise the Option in respect of the whole of the Property and not in respect of part only]; and][.]

- 9.2.3 [be signed by the Guarantor, confirming its agreement to guarantee the Tenant's obligations under the New Lease.]
- 9.3 The service of the Option Notice by the Tenant shall be of no effect if at the date of service of the Option Notice or at the Completion Date, there is a subsisting breach of any of the tenant covenants of this Lease and the Landlord has served notice to terminate in accordance with clause 6.
- 9.4 If the Option is exercised in accordance with the terms of this clause, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, provided that -
- 9.4.1 the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant;
- 9.4.2 no premium is payable for the grant of the New Lease;
- 9.5 The New Lease shall -
- 9.5.1 include all of the terms, requirements, covenants and conditions contained in this Lease except to the extent that they are inconsistent with the terms of this clause;
- 9.5.2 be for a term of fifty years beginning on and including the day after this Lease terminates by effluxion of time;
- 9.5.3 be at an annual rent payable by the Tenant at the end of the term of the Lease; and
- 9.5.4 not include an option to renew the New Lease.
- 9.6 If the Option is exercised, the Tenant will not be liable to pay the Landlord's legal costs and disbursements incurred in connection with the grant of the New Lease on the Option Completion Date.

9.7 Completion of the New Lease will take place on the date 20 working days after the date of service of the Option Notice.

9.8 If the Option is not exercised in accordance with the terms of this clause then, immediately after the expiry of the Option Period, the Tenant will remove all entries relating to the Option registered against the Landlord's title to the Property.

## 10 FORFEITURE

It shall be lawful for the Landlord to re-enter the Property if the Tenant is in material breach of any of the terms of the Lease apply following which the Term shall end but without prejudice to any claims by the parties for a prior breach of this Lease.

## 11 AT THE END OF THE LEASE

When this lease ends (for any reason) no compensation shall be payable to the Tenant except as required by law and the Tenant is to -

11.1 Return the Property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it.

11.2 (If the Landlord so requires) remove anything the Tenant fixed to the Property and make good any damage which that causes.

## 12 DISPUTE RESOLUTION

In the event of a dispute the terms of the Management Plan shall apply for the resolution of that dispute.

## 13 NOTICES

Any notice to be served on the parties may be validly served if sent as specified by the Management Plan.

**14 MISCELLANEOUS MATTERS**

**14.1** The headings in this document are for reference only.

**14.2** It is not intended that this agreement shall give any right to any third party under the Contracts (Rights of Third Parties) Act 1999.

**14.3** If the Landlord wishes to exercise its rights to enter the Property -

**14.3.1** the Landlord must give seven days' written notice except in emergency;

**14.3.2** each visit must be during normal business hours except in an emergency;

**14.3.3** and the Landlord must promptly make good all damage caused to the property and any goods in it by his exercising these rights.

**In witness** of which the parties have executed this as a deed on the date specified on the cover sheet.

**SCHEDULE 1**

**PART 1**

**PART 1  
RIGHTS GRANTED**

- 1 To use the Service Media forming part of the Site which serve the Premises.
- 2 To use the Common Parts for their proper purposes as designated from time to time by the Landlord.
- 3 In common with the other occupants of the Site one of the car parking spaces in the Common Parts for parking not one road going motor vehicle.
- 4 To use one area designed for the Tenant by the Landlord from time to time in any barn or storage area being part of the Common Facilities.
- 5 To enter onto such parts of the Site as is reasonably necessary (but only for so long as is reasonably necessary) -
  - (a) for the purpose of carrying out repairs to the Property; and
  - (b) for the purpose of carrying out repairs to any Service Media forming part of the Property;subject to the Tenant in all cases -
  - (i) giving to the Landlord and any relevant occupier reasonable prior notice;
  - (ii) doing as little damage as possible;
  - (iii) making good all damage caused to the satisfaction of the Landlord and the relevant occupier; and

- (iv) complying with the reasonable requirements of and causing the minimum of inconvenience to the occupiers of the other relevant parts of the Site.

**PART 2**  
**RIGHTS EXCEPTED TO THE LANDLORD**

- 1 To enter onto the Property as permitted or required by and in accordance with the Management Plan.
- 2 To inspect the condition of the Property, or how it is being used.
- 3 To do works which the Landlord is permitted to do by this Lease.
- 4 To comply with any statutory obligation.
- 5 To view the Property.
- 6 To value the Property.
- 7 To inspect, clean or repair neighbouring property, or any sewers, drains, pipes, wires, cables serving neighbouring property.
- 8 All rights of light and air now subsisting or which might (but for this exception) be acquired over any other land.
- 9 The free and uninterrupted passage of services facilities and other matter through any Service Media now (whether existing at the date of this Lease or installed at any time during the perpetuity period) forming part of or passing through the Premises from and to all other parts of the Estate and any adjoining or neighbouring land.
- 10 To carry out any works or erect any new building on or otherwise deal with any adjoining or neighbouring premises in such manner as the Landlord thinks fit notwithstanding any interference with any right of light air or other easement enjoyed by the Property or any nuisance or inconvenience caused to the occupier of the Property.

- 11 To enter on to the Property at reasonable times on giving reasonable notice (except in case of emergency) -
- (a) to inspect, construct, connect with, maintain, repair, cleanse, replace, alter or renew or otherwise take into use -
    - (i) any wall or fence forming the boundaries of the Premises; and
    - (ii) any Service Media forming part of or serving or passing through the Premises; and
  - (b) to prepare any EPC subject to the Landlord making good at its own expense any physical damage caused to the Premises.
- 12 To enter on to the Property for any of the purposes mentioned in this Lease.
- 13 To build on and to maintain, repair, decorate, replace, and renew any other parts of the Site (and on any adjoining land or buildings of the Landlord) in such manner as the Landlord may think fit.



**SCHEDULE 2**

**TENANT'S FIXTURES**

[Insert list if applicable]