

SCHEDULE 14 – PROPERTY AGREEMENTS

DATED _____ **20[]**

BARNSELEY METROPOLITAN BOROUGH COUNCIL (1)

and

3SE (BARNSELEY, DONCASTER & ROTHERHAM) LIMITED (2)

LEASE

3SE: SITE (GRANGE LANE)

WALKER MORRIS

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: NBC

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PRESCRIBED LEASE CLAUSES

LR1. Date of lease	20[*****]
LR2. Title number(s)	LR2.1 Landlord's title number(s) SYK131717 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord BARNSELY METROPOLITAN BOROUGH COUNCIL whose principal office is at The Town Hall, Barnsley, South Yorkshire, S70 2TA; Tenant 3SE (BARNSELY, DONCASTER & ROTHERHAM) LIMITED a company incorporated under the laws of England and Wales with registered number 07820886, whose registered office is at Dunedin House, Auckland Park, Mount Farm, Milton Keynes MK1 1BU Other parties None
LR4. Property	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. The Premises as defined in clause 1
LR5. Prescribed statements etc.	<i>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.</i> None

	LR5.2 <i>This lease is made under, or by reference to, provisions of:</i> Not applicable
LR6. Term for which the Property is leased	The Term as defined in clause 1
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 lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property The rights granted to the Tenant by clause 3 set out in Schedule 2 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The rights granted or reserved to the Landlord by clause 3 set out in Schedule 1
LR12. Estate rentcharge burdening the Property	None

LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made on the date specified in clause LR1 and between the parties specified in clause LR3

NOW THIS DEED WITNESSES as follows:

It is hereby recorded that this lease constitutes a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

1 DEFINITIONS

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

Access Road: means the access road and footpaths (if any) forming part of the Premises shown coloured brown on the Plan;

Authorised Use: the works, services, rights and obligations set out in or arising in connection with the Contract;

Conduits: pipes, sewers, drains, conduits, gutters, watercourses, wires, cables, channels, ducts, flues, aerials, cisterns, tanks, balancing ponds and all other conducting media and ancillary items and apparatus and any enclosures for them;

Contract: the project agreement relating to the Barnsley, Doncaster and Rotherham Waste Partnership PFI Project dated [*****] and made between Barnsley Metropolitan Borough Council (1) Doncaster Borough Council (2) Rotherham Borough Council (3) and the Tenant (4);

Law: shall have the meaning ascribed to such term in the Contract;

Necessary Consents: shall have the meaning ascribed to such term in the Contract;

Plan: the plan annexed hereto;

Planning Acts: The Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any other legislation of a similar nature in force at any time during the Term;

Premises: the land shown edged red on the Plan together with all buildings from time to time, additions, alterations, improvements, and fixtures and fittings;

Retained Land: any adjoining or neighbouring land of the Landlord;

Service: shall have the same meaning ascribed to such term in the Contract;

Term: the term commencing on [] and expiring on the [*****] day of [*****] 20[*****];

Utilities: data transmission, drainage, electricity, energy of any other type, gas, telephone, water and all other services;

Works: means the Works as they are defined in the Contract in so far as they relate to the Premises;

Yearly Rent: £1 per annum (if and when demanded);

1954 Act: The Landlord and Tenant Act 1954;

1995 Act: The Landlord and Tenant (Covenants) Act 1995.

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 permitted successors in title and assigns.

2.2 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 and the table of contents 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 covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not to permit or suffer such act or thing and to prevent such act or thing being done by a third party.

2.6 Where there is any inconsistency between the terms of the Contract and this lease the Contract shall prevail.

- 2.7 Any references to the Premises shall also where the meaning allows refer to any part or parts of the Premises.
- 2.8 Words importing one gender include all other genders: words importing the singular include the plural and vice versa and reference to a person includes not only an individual but also a company.
- 2.9 Unless expressly stated to the contrary the expression "this Lease" includes any documents supplemental to or collateral with this document or entered into in accordance with the document.
- 2.10 References to "consents of the Landlord" or words to similar effect are references to a prior written consent of the Landlord and references to the need for anything to be "approved by the Landlord" or words to a similar effect are references to the need for a prior written approval by the surveyor on behalf of the Landlord.
- 2.11 Any provision in this lease referring to the consent or approval of the Landlord are to be construed as also requiring in the consent or approval of any superior landlord where the consent is required. Nothing in this lease is to be construed as imposing any obligations on the superior landlord not to refuse any such consent or approval unreasonably.
- 2.12 References to "losses" are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements or expenses arising from any claim demand action or proceedings.
- 2.13 References to any right of the Landlord are to be construed as extending to any head landlord of the Premises and to all persons authorised by the Landlord or any head landlord including without limitation employees agents professional advisors contractors workmen and others.

3 DEMISE AND RENT

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 THOSE the Premises EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and TOGETHER WITH the rights set out in Schedule 2 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease SUBJECT to all covenants conditions agreements declarations stipulations and provisions rights easements and other matters whatsoever affecting the Landlord's title to the Premises referred to or contained in

the documents listed in Schedule 3 YIELDING AND PAYING throughout the Term the Yearly Rent (if and when demanded).

4 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

4.1 To Pay Rent

To pay the Yearly Rent reserved in Clause 3.

4.2 Alterations

Any alterations or additions to the Premises shall be governed by the Contract.

4.3 Repair

To repair the Premises in accordance with the Contract.

4.4 Planning & Statutory Compliance

To give full particulars to the Landlord as soon as reasonably practicable following receipt of any notice, proposal or order issued under the Planning Acts, Necessary Consents and the Law in respect of or affecting the Premises.

4.5 User

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

4.5.2 Not to use or knowingly permit or suffer to be used the Premises or any part of the same for any illegal, immoral or political purpose or for any dangerous noxious unduly noisy or offensive trade or business or purpose whatsoever provided that for the avoidance of doubt the performance by the Tenant of its obligations under the Contract and the use of the Premises for the Authorised Use shall not constitute a breach of the provisions of this sub-clause.

4.6 Nuisance

Not to do or knowingly permit or suffer anything in or upon the Premises or any part of the same or on any property over which the Tenant exercises rights which may be or become a nuisance or cause damage or inconvenience to the Landlord or its tenants or

the tenants owners or occupiers of the Retained Land and any other property in the neighbourhood or to any public local or other authority unless such nuisance annoyance damage or inconvenience is practically an unavoidable consequence of compliance with its obligations under the Contract or this lease provided that for the avoidance of doubt the performance by the Tenant of its obligations under the Contract and the use of the Premises for the Authorised Use shall not constitute a breach of the provisions of this sub-clause.

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 or which shall come to the knowledge of the Tenant.

4.7.2 To give notice to the Landlord as soon as reasonably practicable after becoming aware of the same 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 Encumbrances on Landlord's title and regulations

By way of indemnity only to observe and perform the covenants conditions agreements declarations stipulations and provisions rights easements and other matters affecting the Landlord's title to the Premises or any part of the same referred to in Schedule 3.

4.9 Alienation

Not to hold on trust assign underlet charge or part with the possession or share the 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 unless any such assignment, underletting, holding on trust, charging or parting with possession or sharing of occupation is permitted in the Contract and for the avoidance of doubt this clause shall not prejudice the grant of licences and sub-licences as envisaged by the Construction Contract and the Operating Sub-Contract (each as defined in the Contract) provided that no relationship of landlord and tenant is created.

4.10 To Yield Up

The Tenant shall comply with its obligations in clause 94 of the Contract in relation to yielding up the Premises.

5 LANDLORD'S COVENANT

Quiet Enjoyment

The Landlord covenants with the Tenant that the Tenant paying the rents reserved by this lease and performing and observing the covenants on the part of the Tenant contained in this lease 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 or by title paramount

6 PROVISOS AGREEMENTS AND DECLARATIONS

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

6.1 Statutory Compensation

Subject to the provisions of sub-section (2) of Section 38 of the 1954 Act neither the Tenant nor any assignee of the term hereby granted or of the Premises or any part of the same shall be entitled on quitting the Premises to any compensation under Section 37 of that Act or under the provisions of the Landlord and Tenant Act 1927.

6.2 Early Termination of the Term

If the Contract is terminated for any reason then this Lease shall automatically determine on the date of termination of the Contract 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.

6.3 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 adjoining or other property of the Landlord.

6.4 Security of Tenure

The Tenant hereby confirms that before the date of this lease:

6.4.1 The Landlord served on the Tenant a notice dated [*****] 20[] in relation to the tenancy created by this lease (**the Notice**) in a form complying with the

requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (**Order**).

6.4.2 The Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a declaration (**Declaration**) dated [*****] 20[] in a form complying with the requirements of Schedule 2 of the Order.

6.4.3 The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

6.4.4 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this lease.

6.5 Notices

The provisions of clause 112 of the Contract shall be incorporated in this lease.

7 NO EXTENSION OF LIABILITY

Nothing in this lease operates to impose on any person who was formerly the Tenant liability in respect of any period following his release by virtue of the 1995 Act except as permitted under the 1995 Act.

8 NO PLANNING WARRANTY OR OTHER RIGHTS

The Landlord does not warrant that the Premises is authorised under planning legislation or otherwise for use for any specific purpose.

9 OTHER PROVISIONS

9.1 The Landlord shall not be responsible for any accident happening or injury loss or damage which may be done to or suffered by the Tenant or its employees agents visitors or invitees save where caused by an act or default of the Landlord or its employees or agents.

9.2 Both parties agree not to do or cause or permit to be done or caused on the Premises or the Retained Land anything which is inconsistent with the provisions of the Contract or which would prevent or hinder the other party from fulfilling its obligations or exercising its rights under the Contract including without limitation the granting of

leases licences or other occupational or other rights in respect of the Premises or the Retained Land which would or might have such effect.

10 LANDLORD/LOCAL AUTHORITY FUNCTIONS

Subject to clause 5, for the avoidance of doubt nothing herein contained or implied shall prejudice or affect any of the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority for the metropolitan district of Barnsley and under all public and private statutes, bylaws, orders and regulations and other laws which may be fully exercised in relation to the Premises and the Tenant's occupation thereof as if Barnsley Metropolitan Borough Council was not the Landlord of the Property and the Lease had not been entered into.

11 AGREEMENT FOR LEASE

This lease has been entered into pursuant to the agreement to that effect contained in the Contract.

12 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Unless it is expressly stated that the Contract(Rights of Third Parties) Act 1999 is to apply nothing in this lease will create rights in favour of anyone other than the parties to this lease.

13 DISPUTE

Any dispute arising between the parties hereto out of or in relation to the subject matter of this lease shall be dealt with in accordance with the provisions of the Contract.

IN WITNESS whereof this lease is executed as a deed and is delivered on the date stated at the beginning of this lease

SCHEDULE 1 - Exceptions and Reservations

- 1 The free and uninterrupted passage and running of Utilities to and from the Retained Land in and through the Conduits which now are or may at any time hereafter during the Term be in upon through under or over the Premises.
- 2 The right at any time during the Term 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:
 - 2.1 inspect maintain relay repair replace or renew or execute any works to or in connection with any of the Conduits referred to in paragraph 1 of this Schedule;
 - 2.2 exercise any of the rights granted or reserved to the Landlord by this lease;

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little physical damage and inconvenience as possible and remedying any damage so caused as soon as practicable and to the reasonable satisfaction of the Tenant.
- 3 The right at any time or times where necessary to close or stop up temporarily for works of repair or any other necessary purpose or temporarily or permanently divert any Conduits the use of which is available to the Tenant provided that (except in case of emergency) the Landlord shall do so after giving reasonable prior notice to and after prior consultation with the Tenant and in all cases shall take all reasonable steps to minimise any disruption to the use of the Premises and shall ensure that there are available to the Tenant at all times suitable and no less commodious and convenient services as were enjoyed prior to the stopping up closure or diversion.
- 4 The right following the service of not less than one month's prior written notice at all times during the Term for the Landlord and all others authorised by the Landlord in connection with the use and enjoyment of the Retained Land in common with the Tenant and all others authorised by the Tenant or having a like right to pass with or without vehicles over and along the Access Road provided that in exercising such right the Landlord and all those authorised by the Landlord shall take all reasonable steps to avoid any disruption to the use of the Access Road by the Tenant and all those authorised by the Tenant and shall remedy any physical damage caused as a result of such use as soon as practicable and to the reasonable satisfaction of the Tenant.
- 5 Subject to the receipt of all requisite consents the right to connect into the Access Road with a road or roads which serve the Retained Land provided that the Landlord shall only do so with the prior approval of the Tenant (such approval not to be unreasonably withheld or delayed) and

in all cases shall take all reasonable steps to minimise any physical damage to the Premises or disruption to the use of the Premises and shall remedy any damage to the Premises caused by such works as soon as practicable and to the reasonable satisfaction of the Tenant.

- 6 The right to deal in any manner whatsoever with the Retained Land and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered thereon any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time in the future be enjoyed for or in respect of the Premises but provided always that such right may not be exercised so as to interfere with the Works or the Service or if the exercise of such right adversely affects the Tenant's use and enjoyment of the Premises or the exercise of the rights granted to the Tenant elsewhere in this lease.

SCHEDULE 2 - RIGHTS GRANTED

- 1 The free and uninterrupted passage and running of Utilities to and from the Premises in and through the Conduits which now are or may at any time hereafter during the Term be in upon through under or over the Retained Land.
- 2 The right of support and shelter by and from the Retained Land for the Premises.
- 3 The right at any time during the Term at reasonable times and after reasonable prior written notice (except in emergency when no notice shall be required) to enter upon the Retained Land to inspect, maintain, repair or renew the Conduits referred to in paragraph 1 of this Schedule the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little physical damage and inconvenience as possible and remedying any damage so caused as soon as practicable and to the reasonable satisfaction of the Landlord.
- 4 The right at any time or times where necessary to close or stop up temporarily for works of repair or for any other purpose or (temporarily or permanently) divert any Conduits the use of which is available to the Retained Land provided that (except in case of emergency) the Tenant shall do so after giving reasonable prior notice to and after prior consultation with the Landlord and in all cases shall take all reasonable steps to minimise any disruption to the use of the Retained Land and shall ensure there are available to the Landlord at all times suitable and no less commodious and convenient services as were enjoyed prior to the stopping up, closure or diversion.

SCHEDULE 3 – TITLE MATTERS

The matters contained in the registers of title number SYK131717 dated 6 December 2011 and timed at 16:30:57 in so far as the same affect the Premises.

THE COMMON SEAL OF)
BARNSELY METROPOLITAN)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised Signatory

THE COMMON SEAL OF)
DONCASTER)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised by the Assistant Director of Legal and Democratic Services

Number in seal register

THE COMMON SEAL OF)
ROTHERHAM)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised Signatory

EXECUTED AND DELIVERED)

as a Deed by)

3SE (BARNSELEY, DONCASTER & ROTHERHAM)

LIMITED)

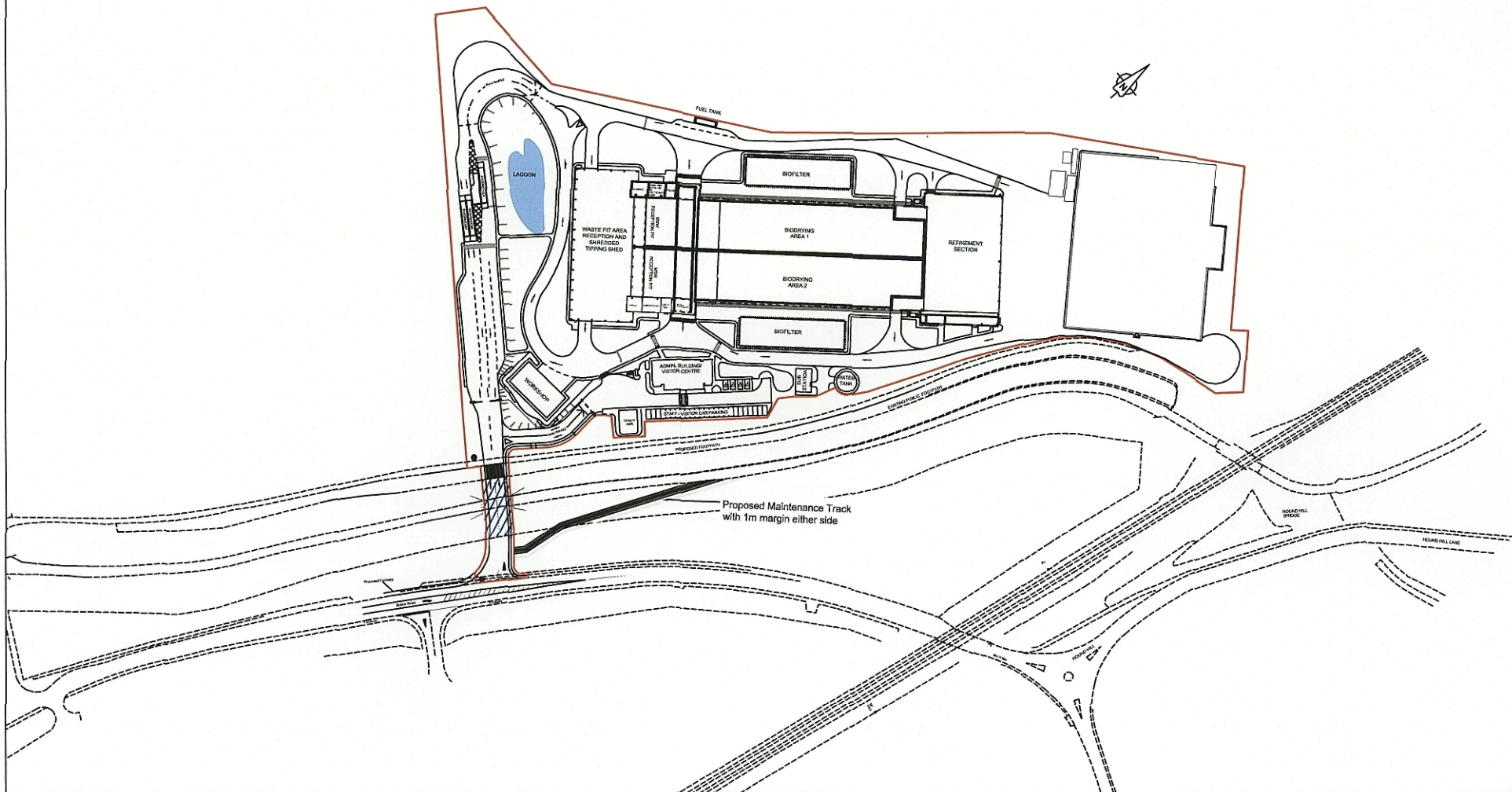
Acting by the signatures of:)

.....

Director

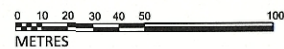
.....

Director/Secretary



LEGEND

LEASE PLAN BOUNDARY



Scale 1:2000@A3

At original drawing size (A3) this line measures 50mm

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Survey License Number 100022264

Client
SHANKS

Project
BARNLEY DONCASTER ROTHERHAM
WASTE PARTNERSHIP (BDR)

Drawing Title

AREA OF LEASE, RED LINE BOUNDARY

SCHEDULE 14 – PROPERTY AGREEMENTS

DATED _____ **20[]**

BARNSELY METROPOLITAN BOROUGH COUNCIL (1)

and

DONCASTER BOROUGH COUNCIL (2)

and

ROTHERHAM BOROUGH COUNCIL (3)

and

3SE (BARNSELY, DONCASTER & ROTHERHAM) LIMITED (4)

LEASE

3SE: SITE (BOLTON ROAD)

WALKER MORRIS

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: NBC

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PRESCRIBED LEASE CLAUSES

LR1. Date of lease	20[*****]
LR2. Title number(s)	LR2.1 Landlord's title number(s) SYK344246, SYK307150 and SYK340739 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord BARNSLEY METROPOLITAN BOROUGH COUNCIL whose principal office is at The Town Hall, Barnsley, South Yorkshire, S70 2TA ("Barnsley MBC"); DONCASTER BOROUGH COUNCIL of Colonnades House, Duke Street, Doncaster, DN1 1ER ("Doncaster BC"); ROTHERHAM BOROUGH COUNCIL whose principal office is at the Civic Building, Walker Place, Rotherham, S65 1UF ("Rotherham BC"); Tenant 3SE (BARNSLEY, DONCASTER & ROTTERHAM) LIMITED a company incorporated under the laws of England and Wales with registered number 07820886, whose registered office is at Dunedin House, Auckland Park, Mount Farm, Milton Keynes MK1 1BU (the "Contractor" which expression shall include its successors in title and assigns to the extent permitted under this Contract), Other parties None
LR4. Property	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. The Premises as defined in clause 1
LR5. Prescribed statements etc.	<i>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.</i> None <i>LR5.2 This lease is made under, or by reference to, provisions of:</i> Not applicable
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LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property The rights granted to the Tenant by clause 3 set

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LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

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1 DEFINITIONS

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Contract: the project agreement relating to the Barnsley, Doncaster and Rotherham Waste Partnership PFI Project dated [*****] and made between Barnsley Metropolitan Borough Council (1) Doncaster Borough Council (2) Rotherham Borough Council (3) and the Tenant (4);

Drainage Access Road: the access road and footpaths (if any) shown coloured black and green and marked "Proposed Maintenance Track" on the Plan;

Drainage Dyke: that part of the drainage dyke which crosses the Premises and which is shown in the approximate position shown hatched blue on the Plan;

Law: shall have the meaning ascribed to such term in the Contract;

Necessary Consents: shall have the meaning ascribed to such term in the Contract;

Plan: the plan annexed hereto;

Planning Acts: The Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any other legislation of a similar nature in force at any time during the Term;

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Term: the term commencing on [] and expiring on the [*****] day of [*****] 20[*****];

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Works: means the Works as they are defined in the Contract in so far as they relate to the Premises;

Yearly Rent: £1 per annum (if and when demanded);

1954 Act: The Landlord and Tenant Act 1954;

1995 Act: The Landlord and Tenant (Covenants) Act 1995.

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 permitted successors in title and assigns.

2.2 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 and the table of contents 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 covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not to permit or suffer such act or thing and to prevent such act or thing being done by a third party.

- 2.6 Where there is any inconsistency between the terms of the Contract and this lease the Contract shall prevail.
- 2.7 Any references to the Premises shall also where the meaning allows refer to any part or parts of the Premises.
- 2.8 Words importing one gender include all other genders: words importing the singular include the plural and vice versa and reference to a person includes not only an individual but also a company.
- 2.9 Unless expressly stated to the contrary the expression "this Lease" includes any documents supplemental to or collateral with this document or entered into in accordance with the document.
- 2.10 References to "consents of the Landlord" or words to similar effect are references to a prior written consent of the Landlord and references to the need for anything to be "approved by the Landlord" or words to a similar effect are references to the need for a prior written approval by the surveyor on behalf of the Landlord.
- 2.11 Any provision in this lease referring to the consent or approval of the Landlord are to be construed as also requiring in the consent or approval of any superior landlord where the consent is required. Nothing in this lease is to be construed as imposing any obligations on the superior landlord not to refuse any such consent or approval unreasonably.
- 2.12 References to "losses" are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements or expenses arising from any claim demand action or proceedings.
- 2.13 References to any right of the Landlord are to be construed as extending to any head landlord of the Premises and to all persons authorised by the Landlord or any head landlord including without limitation employees agents professional advisors contractors workmen and others.

3 DEMISE AND RENT

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 THOSE the Premises EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and TOGETHER WITH the rights set out in Schedule 2 TO HOLD

the same to the Tenant for the Term but determinable as provided later in this Lease SUBJECT to all covenants conditions agreements declarations stipulations and provisions rights easements and other matters whatsoever affecting the Landlord's title to the Premises referred to or contained in the documents listed in Schedule 3 YIELDING AND PAYING throughout the Term the Yearly Rent (if and when demanded).

4 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

4.1 To Pay Rent

To pay the Yearly Rent reserved in Clause 3.

4.2 Repair

The repair of the Premises shall be governed by the Contract.

4.3 Alterations

Any alterations or additions to the Premises shall be governed by the Contract.

4.4 Planning & Statutory Compliance

To give full particulars to the Landlord as soon as reasonably practicable following receipt of any notice, proposal or order issued under the Planning Acts, Necessary Consents and the Law in respect of or affecting the Premises.

4.5 User

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

4.5.2 Not to use or knowingly permit or suffer to be used the Premises or any part of the same for any illegal, immoral or political purpose or for any dangerous noxious unduly noisy or offensive trade or business or purpose whatsoever provided that for the avoidance of doubt the performance by the Tenant of its obligations under the Contract and the use of the Premises for the Authorised Use shall not constitute a breach of the provisions of this sub-clause.

4.6 Nuisance

Not to do or knowingly permit or suffer anything in or upon the Premises or any part of the same or on any property over which the Tenant exercises rights which may be or become a nuisance or cause damage or inconvenience to the Landlord or its tenants or the tenants owners or occupiers of the Retained Land and any other property in the neighbourhood or to any public local or other authority unless such nuisance annoyance damage or inconvenience is practically an unavoidable consequence of compliance with its obligations under the Contract or this lease provided that for the avoidance of doubt the performance by the Tenant of its obligations under the Contract and the use of the Premises for the Authorised Use shall not constitute a breach of the provisions of this sub-clause.

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 or which shall come to the knowledge of the Tenant.
- 4.7.2 Forthwith to give notice to the Landlord as soon as reasonably practicable after becoming aware of the same 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 Encumbrances on Landlord's Title and regulations

By way of indemnity only to observe and perform the covenants conditions agreements declarations stipulations and provisions rights easements and other matters affecting the Landlord's title to the Premises or any part of the same referred to in Schedule 3 in so far as they affect the Premises

4.9 Alienation

Not to hold on trust assign underlet charge or part with the possession or share the 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 unless any such assignment, underletting, holding on trust, charging or parting with possession or sharing of occupation is permitted in the Contract and for the avoidance of doubt this clause shall not prejudice the grant of licences and sub-licences as envisaged by the Construction Contract and the Operating Sub-Contract (each as defined in the Contract) provided that no relationship of landlord and tenant is created.

4.10 To Yield Up

The Tenant shall comply with its obligations in clause 94 of the Contract in relation to yielding up the Premises.

4.11 Drainage Dyke

To keep the Drainage Dyke clear and free of obstruction and at all times so as to permit the free flow of water through the Drainage Dyke save that the Tenant shall not be responsible for any obstruction caused in the Drainage Dyke as a result of the Landlord exercising its rights in respect of the Drainage Dyke set out in Schedule 1. [*Note: specific provisions may be required in relation to any culverts etc which may be constructed as part of the access arrangements*]

5 LANDLORD'S COVENANT

Quiet Enjoyment

The Landlord covenants with the Tenant that the Tenant paying the rents reserved by this lease and performing and observing the covenants on the part of the Tenant contained in this lease 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 or by title paramount;

6 PROVISOS AGREEMENTS AND DECLARATIONS

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

6.1 Statutory Compensation

Subject to the provisions of sub-section (2) of Section 38 of the 1954 Act neither the Tenant nor any assignee of the term hereby granted or of the Premises or any part of the same shall be entitled on quitting the Premises to any compensation under Section 37 of that Act or under the provisions of the Landlord and Tenant Act 1927.

6.2 Early Termination of the Term

If the Contract is terminated for any reason then this lease shall automatically determine on the date of termination of the Contract 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.

6.3 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 adjoining or other property of the Landlord.

6.4 Security of Tenure

The Tenant hereby confirms that before the date of this lease:

6.4.1 The Landlord served on the Tenant a notice dated [*****] 20[] in relation to the tenancy created by this lease (**the Notice**) in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (**Order**).

6.4.2 The Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a declaration (**Declaration**) dated [*****] 20[] in a form complying with the requirements of Schedule 2 of the Order.

6.4.3 The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

6.4.4 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this lease.

6.5 Notices

The provisions of clause 112 of the Contract shall be incorporated in this lease.

7 NO EXTENSION OF LIABILITY

Nothing in this lease operates to impose on any person who was formerly the Tenant liability in respect of any period following his release by virtue of the 1995 Act except as permitted under the 1995 Act.

8 NO PLANNING WARRANTY OR OTHER RIGHTS

The Landlord does not warrant that the Premises is authorised under planning legislation or otherwise for use for any specific purpose.

9 OTHER PROVISIONS

9.1 The Landlord shall not be responsible for any accident happening or injury loss or damage which may be done to or suffered by the Tenant or its employees agents visitors or invitees save where caused by an act or default of the Landlord or its employees or agents.

9.2 Both parties agree not to do or cause or permit to be done or caused on the Premises or the Retained Land anything which is inconsistent with the provisions of the Contract or which would prevent or hinder the other party from fulfilling its obligations or exercising its rights under the Contract including without limitation the granting of leases licences or other occupational or other rights in respect of the Premises or the Retained Land which would or might have such effect.

10 LANDLORD/LOCAL AUTHORITY FUNCTIONS

Subject to clause 5, for the avoidance of doubt nothing herein contained or implied shall prejudice or affect any of the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority for the metropolitan district of Barnsley (in respect of Barnsley MBC), the metropolitan district of Doncaster (in respect of Doncaster BC) and the metropolitan district of Rotherham (in respect of Rotherham BC) and under all public and private statutes, bylaws, orders and regulations and other laws which may be fully exercised in relation to the Premises and the Tenant's occupation thereof as if Barnsley Metropolitan Borough Council, Doncaster Borough Council and Rotherham Borough Council were not the Landlord of the Property and the Lease had not been entered into.

11 AGREEMENT FOR LEASE

This lease has been entered into pursuant to the agreement to that effect contained in the Contract.

12 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Unless it is expressly stated that the Contract (Rights of Third Parties) Act 1999 is to apply nothing in this lease will create rights in favour of anyone other than the parties to this lease.

13 DISPUTE

Any dispute arising between the parties hereto out of or in relation to the subject matter of this lease shall be dealt with in accordance with the provisions of the Contract.

IN WITNESS whereof this lease is executed as a deed and is delivered on the date stated at the beginning of this lease

SCHEDULE 1 - Exceptions and Reservations

1 The right at any time during the Term at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises:

1.1 to inspect maintain relay repair replace or renew or execute any works to or in connection with any Conduits which are now or may at any time hereafter during the Term be in upon through or under or over the Premises;

1.2 to exercise any of the rights granted or reserved to the Landlord by this lease;

the Landlord and all those authorised by the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little physical damage and inconvenience as possible and remedying any damage so caused as soon as practicable and to the reasonable satisfaction of the Tenant.

2 The right at any time or times where necessary to close or stop up temporarily for works of repair or any other necessary purpose any Conduits the use of which is available to the Tenant provided that (except in case of emergency) the Landlord shall do so after prior consultation with the Tenant and in all cases shall take all reasonable steps to minimise any disruption to the use of the Premises and shall ensure that there are available to the Tenant at all times suitable and no less commodious and convenient services as were enjoyed prior to the stopping up or closure.

3 The right at all times during the Term for the Landlord and all others authorised by the Landlord in common with the Tenant and all others authorised by the Tenant or having a like right to pass with or without vehicles over and along those parts of the Premises as may reasonably be required by the Landlord in order to gain access to and egress from the Drainage Access Road and the Drainage Dyke provided that such right is exercised so as to cause as little physical damage to and disruption of the use of the Premises as possible and remedying any physical damage so caused as soon as practicable and to the reasonable satisfaction of the Tenant;

4 The right at all times during the Term for the Landlord and all others authorised by the Landlord to park maintenance vehicles on any part of the Drainage Access Road which forms part of the Premises which require access to the Drainage Dyke provided that such right is exercised so as to cause as little physical damage to and disruption of the use of the Premises as possible and remedying any physical damage so caused as soon as practicable and to the reasonable satisfaction of the Tenant.

- 5 The right to the free passage of water through the Drainage Dyke at all times.
- 6 The right to enter onto the Drainage Dyke (including without limitation the sides and the banks of the Drainage Dyke):
- 6.1 for the purposes of cutting back any vegetation in the Drainage Dyke or to carry out any other works which may be required to ensure that the Drainage Dyke is kept clear and unobstructed at all times; and
- 6.2 to carry out such other works to the Drainage Dyke as may reasonably be required by the Landlord including (without limitation) works to increase the width and depth of the Drainage Dyke and to reinforce the banks of the Drainage Dyke

provided that:

- (a) the Landlord shall give the Tenant as much notice as reasonably possible of the proposed works including (without limitation) details of the works the Landlord proposes to carry out;
- (b) the Landlord shall use reasonable endeavours to minimise any physical damage to the Premises or any disruption or disturbance to the use of the Premises during the carrying out of such works;
- (c) any such works will not adversely affect:
- (i) the support afforded to the Premises by the Drainage Dyke; or
- (ii) any structures erected on the Premises including without limitation the access bridge over which the Tenant accesses the Premises
- (d) any physical damage to the Premises will be made good by the Landlord (at the cost of the Landlord) as soon as reasonably practicable and to the reasonable satisfaction of the Tenant.
- 7 The right to deal in any manner whatsoever with the Retained Land and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered thereon any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time in the future be enjoyed for or in respect of the Premises but provided always that such right may not be exercised so as to interfere with the Works or the Service or

if the exercise of such right adversely affects the Tenant's use and enjoyment of the Premises or the exercise of the rights granted to the Tenant elsewhere in this lease.

- 8 The right of support and shelter by and from the Premises for the Retained Land.

SCHEDULE 2 - RIGHTS GRANTED

- 1 The right of support and shelter by and from the Retained Land for the Premises.
- 2 The right to enter on to so much of the Retained Land as is necessary in order to enable the Tenant to carry out the Works.

SCHEDULE 3 - TITLE MATTERS

The matters contained in the registers of:

- 1 title number SYK344246 dated 6 December 2011 and timed at 16:32:25;
- 2 title number SYK307150 dated 6 December 2011 and timed at 16:32:51; and
- 3 title number SYK340739 dated 6 December 2011 and timed at 16:33:35

in so far as they affect the Premises.

THE COMMON SEAL OF)
BARNSELEY METROPOLITAN)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised Signatory

THE COMMON SEAL OF)
DONCASTER)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised by the Assistant Director of Legal and Democratic Services

Number in seal register

THE COMMON SEAL OF)
ROTHERHAM)
BOROUGH COUNCIL)
Was affixed to this Deed)
In the presence of:)

Authorised Signatory

EXECUTED AND DELIVERED)

as a Deed by)

3SE (BARNSELEY, DONCASTER & ROTHERHAM)

LIMITED)

Acting by the signatures of:)

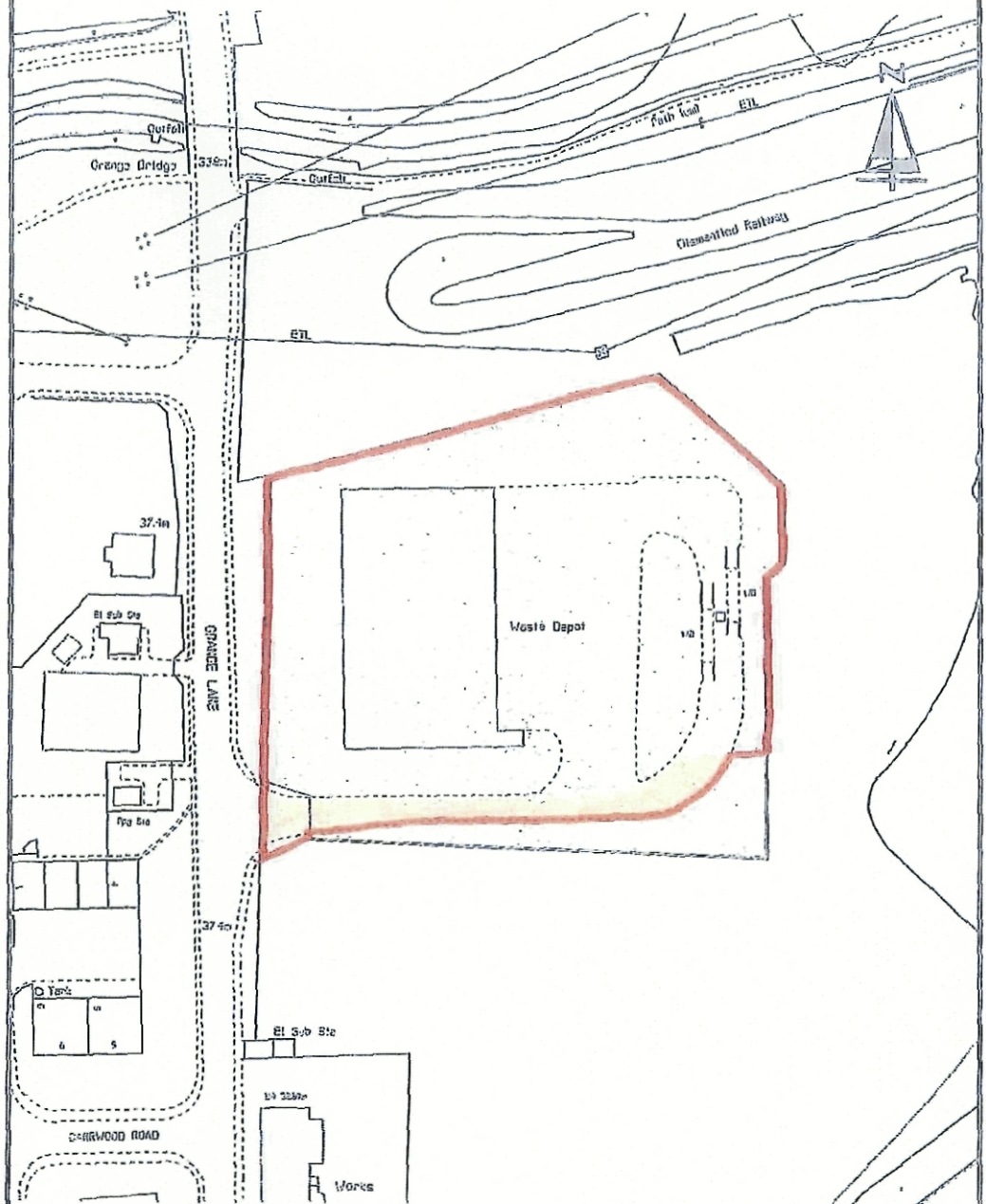
.....

Director

.....

Director/Secretary

PLAN REFERRED TO STAIRFOOT



GARRISLEY METROPOLITAN BOROUGH COUNCIL
PROPERTY AND PROCUREMENT
ASSISTANT EXECUTIVE DIRECTOR, MR. AMHITE
SPRINGFIELD HOUSE, SPRINGFIELD STREET, GARRISLEY, ST6 6HH
Fax: 01223 774289
E-mail: Property@Procurement@Garrisley.gov.uk

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SCALE: 1:1250

PLAN NO. DIVIS-48A

DATE: 25/02/198