

Dated *22nd December* 2010

**(1) THE TRUSTEES OF
HOUGHTON FIELD ASSOCIATION**

(2) THE TRUSTEES OF HOUGHTON TENNIS CLUB

COUNTERPART LEASE

relating to
Houghton Field,
Houghton-on-the-hill
Leicestershire

**Harvey Ingram LLP
Solicitors**

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LE1 6TX

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REF A/RFM/CF/HOU038/2

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THIS LEASE is made the 22nd day of December 2010

BETWEEN:

- (1) **CRAIG BOLLARD** of 3 Scotland Lane, Houghton on the Hill, Leicester LE7 9GH and **AMANDA BENNETT** of 5 Chapel Close Houghton-on-hill Leicester LE7 9HT being the present trustees of **HOUGHTON FIELD ASSOCIATION** of 13 Field Close, Houghton-on-the-Hill, Leicester LE7 9GS (Registered Charity Number 521431) ("the Charity Trustees") and
- (2) **GEOFFREY THOMAS and PATRICIA SUMMERS** of 10 Forsells End Houghton-on-the-Hill Leicester LE7 9GE being the present trustees of **HOUGHTON TENNIS CLUB** of 19 Main Street, Houghton on the Hill Leicester LE7 9GE ("the Tenant")

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified

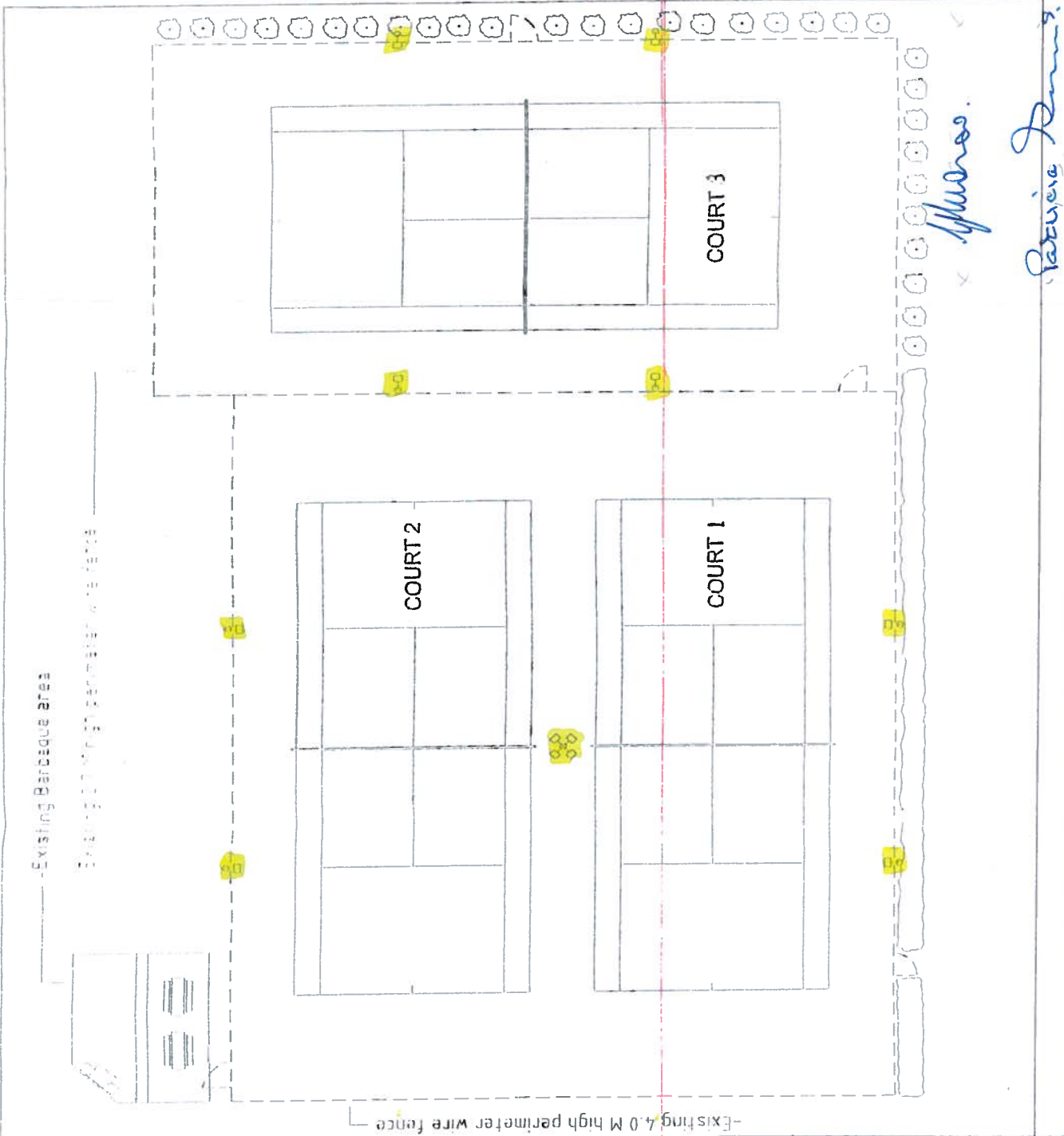
- 1.1 **'the Club'** means Houghton Tennis Club
- 1.2 **'the Conduits'** means the pipes sewers drains mains ducts conduits gutters watercourses wires cables and any other ancillary apparatus that are in on over or under the Premises exclusively servicing the Premises
- 1.3 **'Initial Rent'** means Five hundred and sixty pounds (£560.00) per annum
- 1.4 **'the Interest Rate'** means the rate of four (4) % per year above the base lending rate of National Westminster Bank PLC
- 1.5 **'the Landlord'** means the persons named above as the Charity Trustees and whoever the context so admits:
 - 1.5.1 the expression 'the Charity Trustees' includes all the persons who are for the time being the charity trustees of the charity
 - 1.5.2 the expression the 'Landlord' includes the persons for the time being entitled to the reversion immediately expectant on the determination of the Term
- 1.6 **'Landlord's adjoining premises'** means the retained land owned by the Landlord as is shown edged blue on the Plan
- 1.7 **'the Permitted Use'** means use as a private members' lawn tennis club
- 1.8 **'the Planning Acts'** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 and all statutes regulations and orders included by virtue of clause 1.15
- 1.9 **'the Plan'** means the Plan annexed hereto

- 1.10** **'the Premises'** means all that land comprising three tennis courts at Houghton-on-the-Hill Leicester LE7 9GE shown for the purpose of identification only edged red on the Plan annexed and includes:
- 1.10.1 all buildings erections structures fixtures fittings and appurtenances on the Premises from time to time
 - 1.10.2 all additions alterations and improvements carried out during the Term and
 - 1.10.3 the Conduits exclusively serving the Premises (if any)
- but excludes any fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises
- 1.11** **'the Rent'** means the Initial Rent or whatever rent is substituted for it and any interim rent from time to time ordered and the expression "rents" shall be taken to refer to all sums from time to time renewed as rents under this Lease
- 1.12** **'the Root of Title'** means a Conveyance dated the 7th October 1966 made between Keythorpe Farms Limited (1) and Nathan Harns Clifford Huthen Thomas Smart and Edgar Trelving (2) and thereafter the order dated 30th August 1967 made by the Charity Commission vesting the title owned by the Landlord in the Official Custodian for Charities
- 1.13** **'Review Date'** means the commencement date and every third anniversary thereof during the Term and "relevant review date" shall be constructed accordingly.
- 1.14** **'the Tenant'** means the persons named above as Trustees and whoever the context admits:
- 1.15** **'the Term'** means seven (7) years commencing on and including the 25th day of December 2010
- 1.16** **'VAT'** means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT
- 1.17** **'the 1954 Act'** means the Landlord and Tenant 1954 Act and all statutes regulations and orders included by virtue of clause 1.15
- 1.18** The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end
- 1.19** The expression 'the Tenant' includes any person who is for the time being bound by the tenant's obligations of this Lease
- 1.20** The expression 'the Trustees' includes all persons who are members for the time being of the Unincorporated Private Members Club known as Houghton Tennis Club as defined in the constitution of the Houghton Tennis Club
- 1.21** 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

COURT PLAN

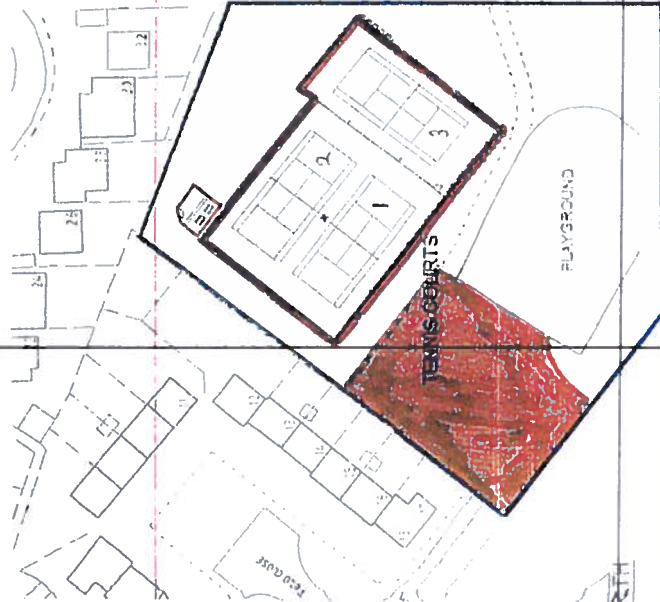
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E PLAN
1:1000



Spunoo.

Patricia Tennis



MANISH MISTRY
12 POPPERS AVENUE
LEICESTER
LE1 1JY
Mobile: 07754 20730

DATE 21/05/2024
SCALE 1:1000
PROPOSED NEW
FLOODLIGHTING FOR TWO
COURTS AT HOLLINGTON
TENNIS CLUB

LOCATION
HOLLINGTON TENNIS CLUB
WELLING
HOLLINGTON THE VILL
LEICESTERSHIRE
LE12 7JH
SCALE
1:1000 (1:1000)
DATE
21/05/2024

REVISION	DESCRIPTION	DATE	BY

- 1.22 References to 'interest' are references to interest payable during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing
- 1.23 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 1.24 Unless expressly stated to the contrary any reference to a specific statute or to statutes generally includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it
- 1.25 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa
- 1.26 Where any party to this Lease for the time being comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

2 RECITALS

The land demised is held by the Charity Trustees in trust for the charity, a non-exempt charity and this Lease is not one falling within paragraph (a), (b) or (c) of section 36(9) of the Charities Act 1993, so the restrictions on disposition imposed by section 36 of that Act apply to the Premises. The Charity Trustees as the trustees of the charity certify that either the disposition has been sanctioned by an order of the court or of the Charity Commissioners or that they have power under the trusts of the charity to effect this disposition and that they have complied with the statutory provisions so far as applicable to it.

3 LETTING

3.1 The Landlord lets and the Tenant takes the Premises together with such Rights as defined in the Schedule 1 Part 1 excepting and reserving to the Landlord the right specified in Schedule 1 Part 2 for the Term subject to all rights easements privileges restrictions covenants and stipulations of whatever nature contained within the Root of Title including any matters contained or referred to in Schedule 2 yielding and paying to the Landlord the Rent without any deduction or set-off by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment for the period beginning on the 25th day of ~~December~~ 2010 and ending on the 24th day of ~~2010~~ ^{March 2011} to be paid on the date of this Lease

3.2 The Rent shall be reviewed at the times and in the manner set out in clause 6

4 THE TENANT'S AGREEMENTS

The Tenant agrees with the Landlord as follows:

4.1 Rent

- 4.1.1 The Tenant must pay the Rent on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 4.1.2 If so required in writing by the Landlord the Tenant must pay the Rent by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord nominates from time to time

4.2 Outgoings and VAT

The Tenant must pay and must indemnify the Landlord against:

- 4.2.1 all rates taxes assessments duties charges impositions and outgoings that are at any time during the Term charged assessed or imposed on the Premises or on the owner or occupier of them save for taxes of a capital nature or tax payable by the Landlord in respect of receipt of rent
- 4.2.2 all VAT that may from time to time be charged on the Rent or other sums payable by the Tenant under this Lease and provided the Landlord has provided a valid VAT invoice properly addressed to the Tenant prior to the Tenant being obliged to pay such VAT
- 4.2.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease save where such VAT is recoverable or available for set-off by the Landlord as input tax

4.3 Cost of services consumed

The Tenant must pay to the service suppliers and indemnify the Landlord against all charges for electricity water (if any) telecommunications and other services consumed or used at the Premises by the Tenant including meter rents and standing charges and must comply with the lawful requirements and regulations of their respective suppliers

4.4 Repair cleaning and decoration

4.4.1 Cleaning & Tidying

The Tenant must keep the Premises clean and tidy and clear of all rubbish and any buildings on the Premises safe and secure and otherwise in a reasonable condition

4.4.2 The Open Land

- (a) The Tenant must keep any part of the Premises that is not built on ('the Open Land') adequately and appropriately surfaced in good condition well maintained and reasonably free from weeds
- (b) The Tenant must not store anything on the Open Land or bring anything onto it that is untidy unclean unsightly or in any way detrimental to the Premises or the area generally

- (c) The Tenant must not deposit any waste rubbish or refuse on the Open Land
- (d) The Tenant must not keep or store any vehicle caravan or movable dwelling on the Open Land
- (e) The Tenant must keep all ditches and drains clear of obstruction keep all fences and hedges properly trimmed and stockproof and keep all gates in good repair and working order
- (f) The Tenant must not cut down or injure any trees

4.4.3 Care of abutting land

The Tenant must not cause any land roads or pavements abutting the Premises to be untidy or dirty and in particular but without prejudice to the generality of the foregoing must not deposit refuse or other materials on them

4.4.4 Shared facilities

Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and other property the Tenant must be responsible for and indemnify the Landlord against all fair reasonable and proper sums due from the owner tenant or occupier of the Premises in relation to those Conduits boundary structures or other things and must undertake all work in relation to them that is his responsibility

4.5 Waste and alterations

- 4.5.1 The Tenant must not commit any waste make any addition to the Premises unite the Premises with any adjoining premises or make any structural alteration to the Premises unless he first obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed)
- 4.5.2 At the end of the Term if so requested by the Landlord the Tenant must remove any additional buildings additions alterations or improvements made to the Premises save for the removal of any tarmac or artificial bases for the tennis court and must make good any part of the Premises that is damaged by their removal
- 4.5.3 The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord (such consent not to be unreasonably withheld or delayed) and subject to consent to make the connection having previously been obtained from the competent authority undertaker or supplier

4.6 Aerials signs and advertisements

- 4.6.1 The Tenant must not erect any pole or mast or install any cable or wire on the Premises whether in connection with telecommunications or otherwise save for the floodlights installed
- 4.6.2 The Tenant must not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) fix to or exhibit on the outside of

the Premises or fix to or exhibit through any window of the Premises or display anywhere on the Premises any permanent placard sign notice fascia board or advertisement although advertisements to market matches and fixtures of a temporary nature are excluded from this obligation

4.7 Statutory obligations

The Tenant must comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or the activities for the time being carried on there

4.8 Entry to inspect and notice to repair

4.8.1 Entry and notice

The Tenant must permit the Landlord on reasonable notice and at reasonable times (except in emergency):

- (a) to enter the Premises to ascertain whether or not the terms and conditions as set out in this Lease have been observed and performed
- (b) to view the state of repair and condition of the Premises and
- (c) to give to the Tenant or notwithstanding clause 8.4 leave on the Premises a notice specifying the works required to remedy any breach of the Tenant's obligations in this Lease ('a notice to repair')

4.8.2 Works to be carried out

The Tenant must carry out the works specified in a notice to repair immediately

4.8.3 Landlord's power in default

If within 90 days of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it or if the Tenant fails to finish the work within three (3) months the Tenant must permit the Landlord to enter the Premises to execute the outstanding work and must on written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord including legal costs and surveyor's fees

4.9 Alienation

4.9.1 Alienation prohibited

The Tenant must not hold the Premises on trust for another. The Tenant must not part with possession of the Premises or any part of them or permit another to occupy them or any part of them

4.9.2 Assignment subletting and charging prohibited

~~The Tenant must not assign sublet or charge the whole or any part of the Premises~~

4.10 Nuisance and residential restrictions

4.10.1 Nuisance

The Tenant must not do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance disturbance inconvenience injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises Provided that the appropriate and usual use as tennis courts shall be deemed not to be a nuisance and breach of this clause

4.10.2 Auctions trades and immoral purposes

The Tenant must not use the Premises for any auction sale any dangerous noxious noisy or offensive trade business manufacture or occupation or any illegal or immoral act or purpose

4.10.3 Residential use sleeping and animals

The Tenant must not use the Premises as sleeping accommodation or for residential purposes or keep any animal on them

4.11 Costs of applications notices and recovery of arrears

The Tenant must pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs incurred by the Landlord in relation to or incidental to:

4.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease whether it is granted refused or offered subject to any lawful qualification or condition or the application is withdrawn save where the Landlord is not acting reasonably and withholding consent

4.11.2 the contemplation preparation and service of a notice under the Law of Property Act 1925 Section 146 or the contemplation or taking of proceedings under Sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the court

4.11.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease and

4.11.4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term

4.12 Planning

4.12.1 Compliance with the Planning Acts

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep him indemnified both during the Term and

following the end of it against all losses in respect of any contravention of those Acts

4.12.2 Consent for applications

The Tenant must not make any application for planning permission without the consent of the Landlord such consent not to be unreasonably withheld or delayed

4.12.3 Permissions and notices

The Tenant must obtain any planning permissions and serve any notices that may be required to carry out the Permitted Use on or at the Premises

4.13 Indemnities

The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with his authority or any breach or non-observance by the Tenant of the obligations conditions or other provisions of this Lease or damage to any property or the death or injury to any person arising out of the use of the Premises by the Tenant or such persons

4.14 Liability insurance

The Tenant must effect and throughout the Term and keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from the exercise of the Permitted Use in the amount of Two million pounds (£2,000,000.00) in respect of any one claim for bodily injury or disease or damage to property and must make available to the Landlord or his agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt

4.15 Sale and Re-letting boards and viewing

At any time during the Term the Tenant must permit the Landlord to enter the Premises and fix and retain anywhere on them provided that it does not interrupt the Tenant's exercise of the Permitted Use a board advertising them for sale or (during the last six (6) months of the Term only) reletting. While any such board is on the Premises the Tenant must permit viewing of the Premises at reasonable times of the day

4.16 Obstruction and encroachment

The Tenant must take all reasonable steps to prevent any encroachment on the Premises or the acquisition of any easement over the Premises and must notify the Landlord as soon as reasonably practicable if any encroachment is made or easement acquired or if any attempt is made to encroach or acquire an easement and at the request and cost of the Landlord adopt such means as shall reasonably be required to prevent the making of any encroachment or the acquisition of any easement

4.17 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession in accordance with the provisions of this Lease give up all keys of the Premises to the Landlord remove tenant's fixtures and fittings (if requested to do so by the Landlord) and remove all signs erected by the Tenant in on or near the Premises as soon as practicable making good any damage caused by their removal

4.18 Interest on arrears

The Tenant must pay interest on the Rent or other sums due under this Lease that are not paid within fourteen (14) days of the date due whether formally demanded or not the interest to be recoverable as rent

4.19 Statutory notices

The Tenant must give full particulars to the Landlord of any notice direction order or proposal relating to the Premises made given or issued to the Tenant by any government department or local public regulatory or other authority or court within fourteen (14) days of receipt and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice direction or order so far as it relates to the use of the Premises or anything for which the Tenant is liable under this Lease. At the request of the Landlord and at the Landlord's cost the Tenant must make or join with the Landlord in making any objection or representation the Landlord acting reasonably deems expedient against or in respect of any notice direction order or proposal

4.20 Keyholders

The Tenant must ensure that at all times the Landlord has written notice of the name home address and home telephone number of at least two (2) keyholders of the Premises

4.21 Viewing on sale of reversion

The Tenant must on reasonable notice at any time during the Term permit prospective purchasers of the Landlord's reversion or any other interest superior to the Term or agents instructed in connection with the sale of the reversion or such an interest to view the Premises without interruption provided they have the prior written authority of the Landlord or his agents provided the viewing does not interrupt the Tenant's use of the Premises to a material degree

4.22 Defective premises

The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise and must at all times display and maintain any statutory notices the Landlord from time to time reasonably requires him to display at the Premises

4.23 Use and operational obligations

4.23.1 The Tenant must use the Premises for the Permitted Use only

- 4.23.2 The Tenant must keep all grassed areas well tended and cut consistent with the Permitted Use
- 4.23.3 The Tenant must comply with the reasonable restrictions and regulations for use of the Premises prescribed by the Landlord once notified to the Tenant in writing
- 4.23.4 The Tenant must not allow any persons other than members guests and employees of the Tenant to use the Premises for any purpose and in particular not without the prior consent of the Landlord to invite or allow the general public to enter the Premises

4.24 Conditions

- 4.24.1 The Tenant must comply at all times with the Conditions set out in Schedule 2 to this Lease
- 4.24.2 If the Tenant fails to comply with one or more of the Conditions then the Landlord has the option to terminate this Lease on three months notice in writing at any time but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant in respect of any breach of obligation or other term of this Lease

5 QUIET ENJOYMENT

The Landlord agrees with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him

6 FORFEITURE

If and whenever during the Term:

- 6.1 the Rents or any of them or any part of them or any VAT payable on them are outstanding for twenty-one (21) days after becoming due whether formally demanded or not or
- 6.2 the Tenant breaches any substantive obligation or other term of this Lease or
- 6.3 the Tenant being an individual becomes bankrupt or
- 6.4 the Tenant being a company enters into liquidation whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver appointed or
- 6.5 the Tenant enters into an arrangement for the benefit of his creditors or
- 6.6 the Tenant has any distress or execution levied on his goods

and where the Tenant is more than one person if and whenever any of the events referred to in this clause happens to any one or more of them the Landlord may at any time re-enter the Premises or any part of them in the name of the whole (even if any previous right of re-entry has been waived) and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the

Tenant in respect of any breach of obligation or other term of this Lease including the breach in respect of which the re-entry is made

7 RENT REVIEW

7.1 In this clause the following expressions shall have the meanings specified:

7.1.1 **"Review Period"** means the period between any Review Date and the day prior to the next Review Date (inclusive) or between the last Review Date and the expiry of the Term (inclusive)

7.1.2 **"Index"** means the "all items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor thereto

7.1.3 **"Base Figure"** means the Index for the months immediately preceding the commencement date

7.1.4 **"Increase"** means the amount (if any) by which the Index for the months immediately preceding the relevant Review Date exceeds the Base Figure rent first reserved by this Lease

7.2 The Rent shall be reviewed on the Review Date and the amount of the Rent payable for each Review Period shall be the greater of:-

7.2.1 The Rent which was payable immediately prior to the relevant Review Date

7.2.2 The Initial Rent increased by the amount which bears the same proportion to the Initial rent as the Increase bears to the Base Figure

7.3 If the reference base used to compile the Index changes after the date hereof the figure taken to be shown in the Index after the changes shall be the figure which would have been shown in the Index if the reference base current at the date hereof had been retained

7.4 If it becomes impossible by reason of any change after the date hereof in the methods used to compile the Index or for any other reason whatever to calculate the revised rent by reference to the Index or if any dispute or question whatever shall arise between the parties with respect to the amount of the revised rent or other matter in difference shall be determined by an arbitrator to be appointed either by Lease between the parties or in the absence of Lease by the President for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application of either party this being deemed to be a submission to arbitration within the meaning of the arbitration Act 1996 who shall have full power to determine what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable revised rent for the demised premises and (if possible) shall determine a reasonable alternative index to allow a revised rent to be calculated having regard to the purposes and the intent of the provisions in this Lease for the review of the rent

7.5 If the revised Rent has not been ascertained before the relevant Review date the Tenant shall continue to pay the Rent payable immediately before the relevant

Review date until the revised Rent has been ascertained whereupon there shall be payable by the Tenant to the Landlord by way of rent (in addition to any Rent otherwise due) an amount equal to the amount by which the revised Rent exceeds the Rent payable immediately before the relevant Review Date apportioned on a daily basis from the relevant Review Date together with interest thereon at the base rate of National Westminster Bank plc from time to time prevailing from the date the Rent was originally due to the date of actual payment

8 MISCELLANEOUS

8.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use

8.2 Exclusion of third party rights

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it

8.3 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease

8.4 Notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice given under this Lease

9 LANDLORD AND TENANT ACT 1954

9.1 In accordance with the provisions of Section 38A(1) of the 1954 Act the parties have agreed that the provisions of Sections 24 to 28 of the 1954 Act shall be excluded in relation to the tenancy created by this Lease

9.2 The parties confirm that:-

9.2.1 On the 30th day of November 2010 the Landlord served notice on the Tenant in accordance with Section 38A(3)(a) of the 1954 Act as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and

9.2.2 On the 14th day of December 2010 the Tenant or a person duly authorised by the Tenant made a statutory declaration in accordance with BM the requirements of Section 38A(3)(b) of the 1954 Act as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

10 OPTION TO RENEW

10.1 Grant and exercise of the option

10.1.1 If the Tenant wishes to take a further lease of the Premises from the end of the Term and at any time prior to the expiry of the Term gives to the Landlord not less than six months notice of that wish then the Landlord must at the cost of the Tenant grant to the Tenant a further lease of the Premises for a term of seven years commencing on and including the day following the last day of the Term on the same terms and conditions as this Lease except as to the Initial Rent the Review Dates and this option for a further lease.

Notwithstanding clause 10.1.1 the Tenant will only be granted a further lease if:

10.1.2 the Tenant has complied with all of its obligations under this Lease and;

10.1.3 there has not been cause to convene and vote on the grant of a further Lease at an extraordinary general meeting as defined in the Houghton Field Association constitution.

10.2 The rent under the new lease

10.2.1 The initial rent reserved by the further lease is to be an amount equal to the rent payable under this Lease at the end of the Term and shall be subject to review in accordance with the terms of the further lease which shall contain a definition of "Review Date" equivalent to that contained in this Lease

10.3 Registration of the option

The Option is to be of no effect if the Tenant fails to register it as a land charge under the Land Charges Act 1972 within thirty days from the date of this document.

AS WITNESS the hands of the parties hereto or their duly authorised signatories the day and year first before written

SCHEDULE 1

Part 1

Rights Granted to the Tenant

- 1** The right at all times and all purposes to pass and re pass with or without vehicles over the Landlord's land to and from Weir Lane to the area known as the Premises
- 2** The free and interrupted passage and running water soil gas electricity and other services in common with the Landlord and other tenants of the Landlord and all other persons entitled thereto from the Premises through and along the appropriate Conduits which are

now or may hereafter during the Term be constructed over or under the adjoining premises of the Landlord for the service of the Premises

- 3** The right to enter upon the adjoining premises to maintain and repair the Conduits as and when necessary making good any damage caused to the adjoining premises of the Landlord
- 4** The full right of support from and all adjoining and neighbouring land of the Landlord and of shelter supports and protection from all other buildings of the Landlord capable of providing the same
- 5** The right for the Tenant in common with the Landlord and others to park within the car park shown coloured brown on the Plan together with the right to pass over the car park area to gain access to these car park spaces at all times and for all purposes
- 6** The right to retain use and maintain the floodlights shown in yellow on the plan attached which remain on the Landlord's adjoining premises throughout the Term and the rights to enter the Landlord's adjoining premises for the purpose of renewal and repair thereof

Part 2

The Right Reserved

The right to enter or in emergency to break into and enter the Premises at any time during the Term at reasonable times and upon reasonable notice except in emergency to inspect them to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term and to exercise any of the rights granted to the Landlord elsewhere in this Lease

SCHEDULE 2

The Conditions

- 1** The Tenant shall at all times be a non-profit making organisation
- 2** At least 75% of the playing members of the club shall be residents of Houghton-on-the-Hill Leicestershire
- 3** Any increase in annual subscriptions above 9% per annum must first be agreed in writing with the Landlord
- 4** The Tenant will make available a provisional membership option subject to payment by the provisional member of a monthly fee of £10.00 per month and a £20.00 key deposit
- 5** The Tenant shall continue to be affiliated to the Lawn Tennis Association ("LTA") and adhere to the LTA's rules and guidelines

- 6** The Tenant shall comply with Club rules at all times
- 7** Any change to the constitution or membership of the Club will only be permitted with prior consent of the Landlord such consent not to be unreasonably withheld or delayed

**SIGNED as a DEED by
GEOFFREY THOMAS**

Geoffrey Thomas

in the presence of

Carol Thomas

Witness Signature:

Witness Name:

CAROL THOMAS

Witness Address:

19 MAIN STREET
HOUGHTON-ON-THE-HILL, LEICS. LE17 9QE

Witness Occupation:

AEROBICS INSTRUCTOR

**SIGNED as a DEED by
PATRICIA SUMMERS**

Patricia Summers

in the presence of

Carol Thomas

Witness Signature:

CAROL THOMAS

Witness Name:

19 MAIN STREET

Witness Address:

HOUGHTON-ON-THE-HILL
LEICS LE17 9QE

Witness Occupation:

AEROBICS INSTRUCTOR