

DATED

18th June

2004

TUNSTALL PARISH COUNCIL

(1)

MARGARET ANNE JOHNSTONE,
IAN FLECK McCULLOCH and
VIOLET ELLEN SKEET

(2)

Counterpart /

LEASE

Relating to
Land and Buildings at Tunstall Community Hall
Tunstall,
Woodbridge,
Suffolk

BIRKETTS
Solicitors

24-26 Museum Street Ipswich Suffolk IP1 1HZ
United Kingdom

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THIS LEASE is made the 18th day of June
thousand and four

Two

BETWEEN

- (1) TUNSTALL PARISH COUNCIL of Tunstall in the County of Suffolk (hereinafter called "the Lessor" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby granted) and
- (2) MARGARET ANNE JOHNSTONE of 1 Hill Cottages, Snape Bridge, Saxmundham, Suffolk, IP17 1ST, IAN FLECK McCULLOCH of Pondsides, School Road, Tunstall, Woodbridge, Suffolk, IP12 2JQ and VIOLET ELLEN SKEET of Phoenix Bungalow, Tunstall, Woodbridge, Suffolk, IP12 2JE (hereinafter together called "the Lessees", which expression shall where the context so admits include their successors in title and exclude persons who shall after the date hereof have ceased to hold the title to the Premises as a result of their replacement by the Charity in accordance with the Deed of Trust

Operative Provisions

1. Definitions, interpretation and trust confirmation

1.1 In this Lease:

- 1.1.1 "Charity" means the Tunstall Community Hall Charity
- 1.1.2 "Charity's Assets" means all assets of the Charity which are for the time being vested in the management committee as charity trustees of the Charity
- 1.1.3 "Deed of Trust" means the Deed of Trust of even date herewith made by the Lessees, as subsequently amended from time to time in accordance with the provisions thereof
- 1.1.4 "holding/custodian trustees" means the Lessees and any other holding/custodian trustee(s) from time to time appointed by the Charity in accordance with the Deed of Trust in relation to the holding of title to this Lease
- 1.1.5 "Insured Risks" means loss or damage by fire (including riot fire), lightning, explosion, earthquake, landslip, storm, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by aircraft or other aerial devices or articles dropped therefrom, impact by road vehicles, theft and damage by malicious persons and vandals
- 1.1.6 "Lessees' obligations" means all obligations of the Lessees, the

Charity and the members of the management committee under any covenant or any other term of this Lease and all implied obligations of the Lessees, the Charity and of the members of the management committee under this Lease

- 1.1.7 "management committee" means the management committee of the Charity or otherwise the persons from time to time having the general control and management of the administration of the Charity
- 1.1.8 "Official Custodian" means the officer appointed pursuant to Section 2 of the Charities Act 1993 whose function it shall be to act as trustee for charities in relation to the holding of title to Land
- 1.1.9 "Premises" means ALL THAT piece or parcel of land together with the community hall building, parking facilities and recreation and playgrounds as are shown for identification purposes only edged n red upon the plan annexed hereto and as are further described in the Schedule
- 1.2 The Lessees hereby declare themselves holding/custodian trustees of the Charity and will accordingly hold the Premises in trust for the Charity on the trusts declared by the Deed of Trust. The Lessees enter into this Lease as the agents of and attorneys for the Charity and the management committee, and accordingly:
 - 1.2.1 any enforceable covenant, agreement or condition contained in this Lease shall be enforceable by or against the management committee as if the Premises were vested in them and
 - 1.2.2 any reference to the Lessees shall, where appropriate, include also reference to the Charity and the management committee
- 1.3 The Charity is not an exempt charity within the meaning of the Charities Act 1993 and the restrictions on disposition imposed by Section 36 of that Act will apply to the Premises (subject to sub-section (9) of that section)
- 1.4 In this Lease:
 - 1.4.1 the Clause headings are inserted for convenience only and shall not affect the construction of this Lease
 - 1.4.2 words denoting the singular shall include the plural and vice versa
 - 1.4.3 words denoting one gender shall include each gender and all genders
 - 1.4.4. references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality)

- 1.4.5 references in this Lease to "Clauses" and "Schedules" are references to clauses and, where appropriate, sub-clauses of and to the Schedule to this Lease and references to the parties or party are references to the parties or a party to this Lease
- 1.5 Words and phrases having statutory definitions shall, where appropriate, be construed as having the same respective meanings in this Lease
- 1.6 References in this Lease to any statute or statutory provisions includes a reference to:
- 1.6.1 that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and
- 1.6.2 all statutory instruments or orders made pursuant to it
- 1.7 Wherever in this Lease the Lessees require the approval of the Lessor, such approval shall not be unreasonably withheld or delayed by the Lessor

2. Lease

The Lessor HEREBY DEMISES to the Lessees the Premises TO HOLD the same unto the Lessees from the day of 2004 for the term of 199 years upon and subject to the terms and covenants contained in this Lease paying to the Lessor the yearly rent of One pound (£1.00) on each anniversary of the term commencement date herein stated, the first payment to be made on the dating of this Lease, if demanded

3. Rent and Lessees' covenants

The Lessees covenant with the Lessor as follows:

- 3.1 To pay the yearly rent at the times and in the manner aforesaid without any deduction
- 3.2 To pay all existing and future rates, taxes, assessments, charges, duties and outgoings payable by law in respect of the Premises by either the owner or the occupier thereof
- 3.3 To promote the use and enjoyment of the Premises as a community hall with associated facilities providing community facilities for the benefit of the public at large as set out in the Deed of Trust
- 3.4 To keep in repair, subject to fair wear and tear, the Premises and all fixtures and fittings and additions thereon and to yield up the same in such repair at the end of the tenancy
- 3.5 Not to make any structural or other alterations or any additions in or to the Premises except those previously approved in writing by the Lessor (which shall not be unreasonably withheld or delayed) nor, save where such

- approval has been given, cut or injure the roof, main walls, main timbers or eaves of the Premises nor do anything likely to injure or endanger the same
- 3.6 Not to assign, charge, underlet or part with the possession of any part of the Premises without the prior written consent of the Lessor PROVIDED THAT:
- 3.6.1 if the Lessees or any one of them ceases to be a holding trustee of the Charity they or the survivor or the personal representatives of the survivor may assign this Lease to any person or persons appointed by the Charity to be a holding trustee. Notice of such an assignment and a certified copy of the relevant assignment must be given to the Lessor within twenty one days
- 3.6.2 the Lessees are permitted to provide to third parties facilities for the use of any part of the Premises (whether by way of hire, occupational licence or otherwise) for purposes consistent with the use of the Premises permitted under this Lease provided that no relationship of landlord and tenant is thereby created
- 3.6.3 the Lessees are permitted (but only in accordance with written terms which shall be subject to the Lessor's approval) to allow a connected body, by way of occupational licence or otherwise, to provide services or facilities (including but without limitation the operation of a bar or catering facilities) within the Premises where the provision of such services or facilities by the Lessees would not be a breach of the terms of this Lease
- 3.7 The following are connected bodies for the purpose of sub-clause 3.6.3:
- 3.7.1 any unincorporated association in respect of which the management committee or persons nominated by them retain the majority of voting rights at a general meeting
- 3.7.2 any corporate body in which the management committee or persons nominated by them hold the majority of voting rights
- 3.8 Nothing herein contained shall prevent the Lessees from vesting their interest in the Premises and this Lease in the Official Custodian
- 3.9 Not to keep or permit or suffer to be kept on the Premises any dangerous, explosive or inflammable materials, or any materials which constitute an unreasonable nuisance to the lessees or occupiers of other parts of the building (if any) of which the Premises form part, or of property in the neighbourhood
- 3.10 Not to place or permit or suffer to be placed upon the Premises anything which shall in the reasonable opinion of the Lessor be likely to cause structural instability to the Premises

- 3.11 To insure and keep insured the Premises against the Insured Risks with a reputable insurance company and to produce on request to the Lessor the receipt for the current year's premium or premiums
- 3.12 Upon demand from time to time during the term of this Lease or in respect of any period during the said term to pay and to indemnify the Lessor against such amounts and sums as may be demanded of the owner, tenant, lessee or other occupier of the Premises at any time by the owner of the land shown shaded pink upon the plan annexed hereto (which comprises the principal means of vehicular access to and from the Premises) in respect of the maintenance repair upkeep renewal resurfacing and inspection of the land shaded pink
- 3.13 To observe and perform all covenants stipulations undertakings and obligations (including covenants restrictive of user) contained or referred to in the Lessor's title to the Premises including (but without limitation) the provisions of a Deed of Conveyance dated the 3rd July 1961 and made between Cobbold & Company Limited and their mortgagees (1) and the Lessor (2), in a Deed of Transfer dated the 20th December 1993 and made between Sir Michael William Bunbury (1) and the Lessor (2), in a Deed of Covenant dated the 18th December 1963 entered into by the Lessor with the National Playing Fields Association (as amended by a Deed of Release and Modification dated the 12th September 1995 and made between the National Playing Fields Association (1) and the Lessor (2)) and in a Deed of Grant dated the 26th June 1996 and made between the Lessor (1) and Eastern Group Plc (2) and to indemnify and keep indemnified the Lessor against any non-observance or breach of the terms thereof during the term of this Lease and any period of holding over or extension thereof

4. Covenants by the Lessor

The Lessor covenants with the Lessees that the Lessees shall peaceably and quietly possess and enjoy the Premises during the term hereby granted without any interruption from or by the Lessor or any person or persons rightfully claiming through, under or in trust for it

5. Forfeiture

The Lessor may at any time re-enter the Premises or any part thereof in the name of the whole and this Lease shall terminate (but without prejudice to any right of action of either party against the other for prior breach of contract by the Lessor or the Lessees (as the case may be) hereinbefore contained) if:

- 5.1 Any rent remains unpaid for twenty one days after becoming payable (after formal demand) or
- 5.2 The Lessees fail to perform or comply with any of their covenants and, if such failure is capable of being remedied, fails to do so within a period of six months after written notice of such failure has been delivered by the Lessor to the Lessees and the Charity or
- 5.3 The Charity becomes bankrupt or if the Charity shall make any assignment or composition for the benefit of the Charity's creditors or have a receiver appointed or suffer any distress or process of execution to be levied upon goods of the Charity or
- 5.4 The Charity ceases to exist or shall become moribund with no reasonable likelihood of the objects of the Charity being continued

6. Determination

The Lessees may at any time terminate this Lease by giving to the Lessor not less than three months' notice in writing. Any such termination is without prejudice to any claim by either party against any other party in respect of any breach under this Lease

7. Notices

Any notice to be given under this Lease shall either be delivered personally or sent by first class recorded delivery post or fax. The address for service of each party and of the Charity and any member of the management committee shall be the address stated herein or any other address for service previously notified to the Lessor or (in the absence of any such notification) his last known address. A notice shall be deemed to have been served as follows:

- 7.1 If personally delivered, at the time of delivery
- 7.2 If posted, at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the Post Office and
- 7.3 If sent by fax at the time of transmission

In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the Post Office as a prepaid first class recorded delivery letter or that the fax was electronically acknowledged as received as the case may be

8. Limitation of liability

It is hereby agreed and declared:

- 8.1 No liability shall attach to any person named in this Lease as a Lessee in

respect of any breach of the Lessees' obligations or any of them which occur at a time after the term hereby granted has ceased to be vested in such person

8.2 The liability of the Lessees or any member of the management committee in respect of any breach of the Lessees' obligations or any of them shall be limited in amount to the released value of the Charity's Assets and nothing contained in this Lease shall entitle the Lessor to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any person or persons from time to time comprising the Lessees or being a member of the management committee or against any assets for the time being vested in such person which do not form part of the Charity's Assets

8.3 The liability of the Lessees and of the members of the management committee to observe and perform the Lessees' obligations and their liability in respect of any breach of the Lessees' obligations or any of them shall be joint only and not several

9. IT IS HEREBY CERTIFIED that there is no agreement to which this Lease gives effect within the meaning of Section 240 of the Finance Act 1994

10. IT IS CERTIFIED that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS this Lease has been executed as a Deed and has been delivered upon its dating

THE SCHEDULE hereinbefore referred to

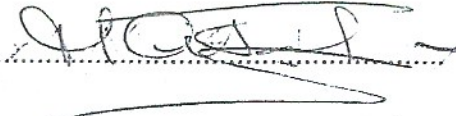
ALL THOSE premises situate at Tunstall in the County of Suffolk and comprising the Tunstall Community Hall and the land upon which it stands, together with the adjoining parking area and playing field, bowling green and other facilities as the same are shown together for identification purposes only edged in red upon the attached plan

FOR the avoidance of doubt, this demise also includes the footpath marked in blue and the entrance area shown coloured green upon the said plan so far as the Lessor may lawfully demise the same, but not further or otherwise

The Premises are demised, so far as the Lessor is lawfully able to grant the same, together with the benefit of a right of way on foot and with vehicles and equipment

over and across the accessway shown coloured pink upon the plan annexed hereto

SIGNED by the said MARGARET
ANNE JOHNSTONE
in the presence of:-

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Signature



Name

DEIRDRE ANN WEST

Address


SMOKEY HOUSE, MILL LANE

TUNSTALL IP12 2JR

Occupation

RETIRED GOV SERVICE

SIGNED by the said IAN
FLECK McCULLOCH
in the presence of:-

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Name

DEIRDRE ANN WEST

Address

SMOKEY HOUSE, MILL LANE

TUNSTALL IP12 2JR

Occupation

RETIRED GOV. SERVICE

SIGNED by the said VIOLET
ELLEN SKEET
in the presence of:-

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Name

DEIRDRE ANN WEST

Address

SMOKEY HOUSE, MILL LANE

TUNSTALL IP12 2JR

Occupation

RET. GOV SERVICE