

DATED _____ 2015

- to-

**NORTHERN POWERGRID (YORKSHIRE) PLC OR NORTHERN POWERGRID
(NORTHEAST) LIMITED.**

(UNDER) LEASE

of substation site and easements at

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

(Company Number)

Tenant

NORTHERN POWERGRID (YORKSHIRE) PLC
or NORTHERN POWERGRID (NORTHEAST)
LIMITED whose registered office is at Lloyds
Court 78 Grey Street Newcastle upon Tyne, Tyne
& Wear NE1 6AF (Company Number *****)

Other parties

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**

See the First Schedule.

LR5. Prescribed statements etc.

**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**

Not Applicable.

**LR5.2 This lease is made under, or by
reference to, provisions of:**

Not Applicable.

**LR6. Term for which the Property is
leased**

The term as specified in this lease at the
definition of "Term" on page 4 of this lease.

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

See the Fourth Schedule.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

See the Second Schedule.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Not Applicable.

LR12. Estate rentcharge burdening the Property

Not Applicable.

DISTRICT :

PROPERTY :

1.1 In this Lease the following words and expressions shall where the context so admits be deemed to have the following meanings:-

Adoption Date means the date on which the Company formally adopts the Underground Lines laid and installed in the Cable Reserve accepting responsibility for them as part of its electricity distribution network on the date on which this occurs to be confirmed in writing by the Company

Cable Reserve means the land shown coloured green and blue on the Plans [of the width shown]

[Commencement Date means the _____ day of _____, 200]

Company means Northern Powergrid (Yorkshire) plc or Northern Powergrid (Northeast) Limited which expression shall include the Company's successors and assigns

Demised Premises means the land of the Lessor as briefly described in the First Schedule

Group has the meaning specified in section 42 of the Landlord and Tenant Act 1954

Lessor means _____ which expression shall include the Lessors successors and assigns

Liabilities means all actions proceedings claims demands damages losses costs and expenses

Plan 1 means that part of Drawing Number _____ attached to this Lease marked "Location Plan"

Plan 2 means that part of Drawing Number _____ attached to this Lease marked "Detail Plan"

Plans means Plan 1 and Plan 2 as the context requires

[Premium means the sum of _____ pounds] [plus Value Added Tax]

Rent means the yearly rent of a peppercorn (if demanded)

Rent means the yearly rent of pounds the first of such payments to be made on the day of 200

Rent means the yearly rent determined in accordance with the provisions of the Sixth Schedule the first payment of which is to be made on the day of 200

Rights means each or any of the rights and liberties specified in the Second Schedule

Specified Distance means the Cable Reserve and the land within a lateral distance of [] metres measured from either side of the Cable Reserve

Term means the term of 60 years commencing on the Commencement Date and thereafter from year to year unless or until determined at the end of the 60th year or any subsequent year by either party giving to the other six calendar months previous notice in writing in that behalf and includes any period of continuation or holding over after the expiration or termination of the contractual term

Underground Lines means the electric cables electric lines inspection covers manholes joint boxes and all apparatus appertaining thereto as may from time to time be laid in or under the Cable Reserve

[Headlease] means a lease made between of the one part and of the other part whereby the premises [comprising the above mentioned Leasehold Title Number] were demised to [] [the Lessor] for the term of years from at a rent as therein mentioned subject to the covenants and conditions therein contained **[Underlease only]**

- 1.2 words importing the singular include the plural and vice versa
- 1.3 words importing the masculine include the feminine and neuter
- 1.4 words importing natural persons include corporations bodies and firms all such words shall be construed interchangeably in that manner
- 1.5 where a party consists of one or more persons all agreements and obligations of that party shall take effect as joint and several agreements and obligations
- 1.6 references to any act include references to any statutory modification or re-enactment of such act for the time being in force and any order instrument regulation or bye-law made or issued thereunder
- 1.7 references to a clause or a schedule are to a clause or schedule of this Lease and the schedules to this Lease are deemed to be incorporated in it
- 1.8 the clause and any paragraph headings in the body of this Lease and the schedules are for the convenience of the parties only and do not affect its construction or interpretation
- 1.9 a covenant by the Lessor with the Company not to do an act or thing shall include a covenant not to permit suffer or allow such act or thing

2. Operative Provisions

- 2.1 In consideration of the [Rent hereby reserved and of the premium now paid by the

Company to the Lessor (the receipt of which the Lessor hereby acknowledges) the Lessor hereby demises unto the Company the Demised Premises together with the Rights **TO HOLD** unto the Company for the Term **YIELDING AND PAYING** therefor in arrear during the Term the Rent

2.2 The Company hereby covenants with the Lessor from and after (but not before) the Adoption Date to observe and perform the covenants contained in the Third Schedule

2.3 The Lessor hereby covenants with the Company to observe and perform the covenants contained in the Fourth Schedule

2.4 The Company and the Lessor hereby agree those matters contained in the Fifth Schedule

2.5 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999

2.6 This Lease shall incorporate the Regulations as to Notices contained in Section 196 of the Law of Property Act 1925 (except sub-section (3) thereof) as modified by the Recorded Delivery Services Act 1962

IN WITNESS whereof the Lessor and the Company have executed this Lease and the Counterpart thereof respectively as a Deed and delivered this deed the day and year first before written

THE FIRST SCHEDULE

The Demised Premises

ALL THAT land situate at containing by ad measurement square metres or thereabouts [shown coloured red on Plan 1 and coloured round with red on Plan 2] [shown coloured round with red on the Plans] [which land comprises [the whole or part] of the above mentioned Title Number] [together with the substation building erected or to be erected thereon]

THE SECOND SCHEDULE

Rights granted by this Lease

- [1. To erect and use an electricity substation on the Demised Premises]

2. A right of way at all times and for all purposes with or without vehicles plant and equipment to and from the Demised Premises and the Apparatus from and to the public highway and over and along the Access Area

3. To place from time to time and to maintain repair renew inspect and use Underground Lines in the Cable Reserve

4. To enjoy the benefit of support for the Apparatus from the subjacent and adjacent land of the Lessor

5. For the Company and all persons authorised by it with or without vehicles plant and equipment to enter upon the Cable Reserve and so much of the [adjoining land of the Lessor] as may from time to time be reasonably necessary for all purposes in connection with the Apparatus

6. To lop trim fell or remove any bush or tree (including the roots thereof) which may interfere with or endanger the Apparatus or impede the Company's access thereto
7. To open out doors from the Demised Premises over the Access Area
8. To construct and use ventilators in and upon any building on the Demised Premises and to enjoy the free flow of air thereto
9. To enter upon so much of the adjoining land as may be reasonably necessary for the purposes of repair and maintenance of the Demised Premises and any buildings thereon

THIRD SCHEDULE

The Company's Covenants

- [1. To pay the Rent hereby reserved at the times and in the manner aforesaid]
2. To pay all existing and future rates taxes assessments and outgoings of an annual or recurring nature payable by law in respect of the Demised Premises (except only such as the owner is by law bound to pay notwithstanding any contract to the contrary)
3. To keep the interior and the doors of the Demised Premises in good decorative order and in a clean and tidy condition
4. To make good to the reasonable satisfaction of the Lessor any damage to the land of the Lessor caused by the Company in exercise of the Rights provided that if for any reason such damage cannot be made good the Company shall in lieu of making good such damage pay reasonable compensation to the Lessor

5. Except insofar as it may be necessary for the proper exercise of the Rights not to unduly impede the free and uninterrupted user of the land of the Lessor
6. To lay out and maintain in good order to the reasonable satisfaction of the Lessor any part of the Demised Premises not actually built upon
7. To indemnify the Lessor against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach by the Company or by the servants contractors agents licensees or invitees of the Company of the covenants on the Company's part contained in this Lease and to make good to the Lessor any such loss or damage of or to the property of the Lessor arising from any such breach PROVIDED ALWAYS that this shall only apply with effect from the Adoption Date
8. Not to use the Demised Premises for any purpose other than as an electrical substation and other purposes ancillary to the business of the distribution of electricity
9. Not to assign or transfer the benefit of this Lease except to another company or body carrying on the business of or associated with the sale or distribution of electricity without the previous consent in writing of the Lessor such consent not to be unreasonably withheld or delayed
10. Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Demised Premises any placard poster or signboard or other advertisement except the Company's name plate or any statutory or other notices as may from time to time be required by law or such as shall have previously been approved in writing by the Lessor

11. Except in cases of emergency to exercise the Rights at all reasonable times and with all reasonable despatch

12. At the expiration or sooner determination of the Term quietly to yield up the Demised Premises to the Lessor and if so requested by the Lessor to take down and remove for the Company's own benefit all Apparatus at any time placed by it upon or under the Demised Premises or in and under the Cable Reserve the Company making good any damage caused thereby and restoring the surface of any land disturbed so far as reasonably possible provided that the Company may if it so prefers leave the Underground Lines in situ having made them safe

FOURTH SCHEDULE

The Lessor's Covenants

1. Not to alter remove or conceal or permit or suffer to be altered removed or concealed any name plate or inscription intimating that any apparatus is the property of the Company

2. To maintain and keep in good repair and condition the walls and roof surrounding the Demised Premises and to ensure that the Demised Premises are and are at all times during the Term remain wind and watertight

3. Not at any time to do any act or thing which may interfere with damage endanger or cause a leakage of electricity from the Apparatus or impede the Company's access thereto

4. Without prejudice to the generality of paragraph 3 above

4.1 Not to erect or place any buildings stacks or structures within the Specified Distance

4.2 Not to place or deposit any articles materials or things within the Specified Distance

4.3 Not to plant or grow trees or bushes within the Specified Distance

- 4.4 Not to alter the level of the surface of that part of the land within the Specified Distance
- 4.5 Not to lay any concrete or other substance within the Specified Distance
- 4.6 Not to bring anything into contact with the Underground Lines or so near to the Underground Lines as to cause a leakage of electricity therefrom
- 4.7 Not to obstruct the flow of air to any ventilators in any building comprised in the Demised Premises

5. To keep the Company indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach by the Lessor or by the Lessor's other tenants or the servants contractors agents licensees or invitees of the Lessor or of such tenants of the covenants on the Lessor's part contained in this Lease to make good to the Company any such loss or damage of or to the property of the Company arising from any such breach PROVIDED ALWAYS that this shall only apply with effect from the Adoption Date

6. To indemnify the Company against all actions costs claims and demands in respect of any road or street charges for which the Company may now or hereafter become liable

7. The Company paying any Rent hereby reserved and performing and observing the several covenants and conditions hereinbefore contained and on its part to be performed and observed shall and may hold and enjoy the Demised Premises and the Rights during the Term without any interruption by the Lessor or any person rightfully claiming through or under the Lessor

[8. To do all such acts or things (if any) which may be necessary to enable notice of the Company's interest and the rights granted by this Lease and the covenants hereinbefore contained to be entered in the register of the Lessor's title and to enable the Company to be

registered as the proprietor of the Demised Premises at H. M. Land Registry with absolute leasehold title]

[9. To pay the rent reserved by the Headlease and to perform and observe all of the covenants contained in it][**Underlease Only**]

FIFTH SCHEDULE

Agreements

1. The Demised Premises may be occupied by and the Rights may be exercised by any member of the same Group as the Company as well as by the Company

2. If at any time [the Rent hereby reserved or any part thereof shall be in arrear for at least twenty eight days next after the same ought to have been paid [(whether legally demanded or not) (if demanded) or if there shall be any breach or non-observance of any of the covenants by the Company herein contained then and in such case the Lessor may at any time thereafter re-enter upon the Demised Premises and thereupon this demise shall absolutely determine

3. If at any time during the Term the Company shall no longer require the Demised Premises for the purpose of its undertaking then it shall be lawful for the Company to determine this demise by three months notice in writing in that behalf to the Lessor expiring at any time such determination however shall be without prejudice to the other terms conditions covenants and reservations contained herein and to any action or actions which may arise therefrom

4. Any dispute or difference arising under the Third Schedule of this Lease (other than paragraph 7 thereof) and the Fourth Schedule of this Lease (other than paragraph 5 thereof)

5. Nothing contained in this Lease shall prejudice restrict interfere with or otherwise affect any of the statutory or other rights powers obligations and duties for the time being vested in the Company howsoever arising as the electricity distributor for the distribution of electricity for the region in which the Demised Premises is situated or the performance by the Company of any such obligations or duties or the means by which the Company shall in its absolute discretion exercise its rights or powers or fulfil or discharge any such obligations or duties

7. If any inconsistency shall be found between the Plans the contents of Plan 2 shall prevail over the contents of Plan 1

8. At the end or sooner determination of the Term or within six months thereafter the Company may for its own benefit remove any buildings or apparatus installed in the Demised Premises or the adjoining land under the provisions hereof making good to the reasonable satisfaction of the Lessor all damage caused thereby

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in the presence of: _____)

secretary :)

Secretary

(YORKSHIRE) plc or

(NORTHEAST) LIMITED

a director and its secretary :)

Secretary