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Title Number BGL17199

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THIS LEASE is made the 10th day of May One thousand nine hundred and ninety-nine BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall King Street London W6 (hereinafter called "the Lessor") of the one part and The Secretary of State for Health of Richmond House, 70 Whitehall, London SW1 acting by Ealing Hammersmith and Hounslow Health Authority (hereinafter called "the Lessee") of the other part

NOW THIS DEED WITNESSETH as follows:

1. In these presents unless there is something in the subject matter or context inconsistent therewith:-

Gender

- 1.1.1 Words importing the masculine gender only shall include the feminine and vice versa and the words importing persons shall include companies and corporations and vice versa

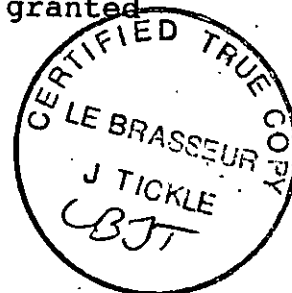
Singular/Plural

- 1.1.2 Words importing the singular number only shall include the plural and vice versa and where there are two or more parties included in the expressions "the Lessor" and/or "the Lessee" then covenants herein expressed to be made by the Lessor and/or the Lessee (respectively) be covenants by such parties jointly and severally

- 1.2 The following expressions shall have the meanings attributed to them hereunder

Lessor

- 1.2.1 "The Lessor" shall include the party for the time being entitled to the reversion immediately expectant upon the determination of the term hereby granted





Lessee

- 1.2.2 "The Lessee" shall include the Lessees assigns and successors in title

Demised Premises

- 1.2.3 "The Demised Premises" shall mean the land and premises described in the Schedule hereto and each and every part thereof TOGETHER WITH the rights and EXCEPTING AND RESERVING as therein provided and TOGETHER ALSO WITH the appurtenances thereto and any buildings or other structures now or hereafter erected thereon or on any part thereof and the boundary walls fences TOGETHER WITH all additions alterations and improvements thereto

The Plan

- 1.2.4 "The Plan" shall mean the plan annexed hereto

The Premium

- 1.2.5 "The Premium" shall mean sum of £95,000 inclusive of any Value Added Tax paid by the Lessee to the Lessor

Demise and Rents

2. In consideration of the Premium, the rent and the covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee the Demised Premises TO HOLD the same unto the Lessee for the term of ONE HUNDRED AND NINETY NINE YEARS from the 10th day of *May* One thousand nine hundred and ninety nine SUBJECT TO all rights easements privileges restrictions and stipulations of whatever kind or nature appertaining to or affecting the Demised Premises or any part or parts thereof YIELDING AND PAYING therefor as from the 10th *of May* 1999 and throughout the remainder of the said term (and the expression "the said term" throughout the remainder of this Lease shall be read and construed as "the remainder of the said term calculated

from the 10th day of May 1999") the yearly rent of a Peppercorn (if demanded)

Lessee's Covenants

3. the Lessee HEREBY COVENANTS with the Lessor as follows:

To Pay Rent

3.1 To pay the yearly rent hereinbefore reserved at the times and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction

To Pay Outgoings

3.2 To pay bear and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial or otherwise and whether or not of a capital or non-recurring nature) which are now or may at any time hereafter during the said term be charged levied assessed or imposed upon the Demised Premises or upon the owner or occupier in respect thereof

To Insure

3.3 At all times to procure that the Demised Premises together with any building now or to be erected thereon (including all fixtures therein) are insured with the interest of the Lessee and lessor noted thereon but subject to such limitations or exclusions as the insurers may impose in some insurance office of repute in such sum as shall in the Lessor's opinion represent the full reinstatement value thereof including architects and surveyors and other professional fees and incidental expenses against loss or damage and to pay to the insurers all premiums necessary for the above purpose upon the same becoming payable AND will upon request produce or procure

the production to the Lessor of evidence of such insurance and the payment of the last premium therefor AND as often as the Demised Premises or any building now or to be erected thereon shall be destroyed or damaged by any of the risks insured and unless payment of the insurance moneys or any part or parts thereof shall have been refused in whole or in part by reason solely or in part of any act or default of the Lessee its licenses agents servants invitees or any other party under its control and subject to its being able to obtain any necessary planning consents and all other necessary licences approvals and consents (which the Lessee shall use its best endeavours to obtain) to lay out such moneys in the rebuilding and reinstatement of the Demised Premises including any building now or to be erected thereon with such variations to the previous design as the Lessee may in its reasonable discretion decide as long as the accommodation is reasonably equivalent to the Demised Premises in accordance with all statutory or other lawful requirements regulations or the like affecting the same provided always that the Lessee shall not be obliged to comply with its obligations under this clause 3.3 if prevented from doing so by any one or more of the following events:-

- 3.3.1 the grant of any necessary planning consents or other necessary licences approvals or consents subject to a condition with which it would be unreasonable to expect the Lessee to comply or if the Lessee is requested as a pre-condition to obtaining any consents to enter into an agreement with the planning authority that would contain conditions with which it would be unreasonable to expect the Lessee to comply;
- 3.3.2 some defect in the site upon which rebuilding repair or reinstatement is to take place so that it could not reasonably be undertaken or could not be undertaken at reasonable cost

- 3.3.3 inability of the Lessee to obtain access to the site to rebuild, repair or reinstate;
- 3.3.4 war, act of God, government action, strike, lockout, or any other circumstance beyond the reasonable control of the Lessee

Repair

- 3.4 Not to commit any waste on the Demised Premises

To Allow Access to view and make good

- 3.5 To permit the Lessor and its agents or surveyors upon seven days prior notice in writing (save in the case of emergency when no notice shall be required) at all reasonable hours in the day time during the said term to enter the Demised Premises or any part thereof to view the same for any purpose connected with the Lessor's interest in the Demised Premises

Not to commit nuisance etc

- 3.6.1 Not to do or permit or suffer to be done or remain upon the Demised Premises or any part or parts thereof anything which may be or become a nuisance inconvenience injury or damage to the Lessor or the owners or occupiers of any adjoining land or premises
- 3.6.2 Not to use or permit to suffer the Demised Premises or any part thereof to be used for any noxious noisy or offensive trade or business nor for any illegal or immoral act or acts or purpose or proposes and no sale by auction shall take place therein
- 3.6.3 Not to allow rubbish of any description to accumulate upon the Demised Premises or to discharge or permit or suffer to be discharged into any pipe or drain serving the Demised Premises or any other property any oil grease

or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Demised Premises or to any other property

Not to Use other than

- 3.7 Not to use the Demised Premises otherwise than as a Family Health Service Doctors Surgery or any other use within class D1(a) of the Town and Country Planning (Use Classes) Order 1987 or other community facility

Comply with statutory requirements

- 3.8 At all times during the said term at the Lessee's own expense to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every act of parliament already or hereafter to be passed and any and every notice direction order regulation bye law rule and condition already or hereafter to be made under or in pursuance of or deriving effect from any such Act) or lawfully prescribed or lawfully required by any public local or other authority so far as they relate to or affect the Demised Premises

Advise of statutory requirements

- 3.9 To give full particulars to the Lessor of any permission notice order or proposal for a notice or order relevant to the Demised Premises or to the use or condition thereof or otherwise concerning the Lessee and which was made given or issued to the Lessee or occupier of the Demised Premises by any Government Department Local or Public Authority

Alienation

- 3.10 Not to assign any part of the Demised Premises (as opposed to the whole) without the previous written consent

of the Lessor such consent not to be unreasonably withheld or delayed

Register Dealings

- 3.11 Within fourteen days after the execution of any assignment charge transfer or underlease or the assignment of any underlease or any transmission by reason of a death or otherwise affecting the Demised Premises to produce to and leave with the Lessor or its solicitors for the time being a certified true copy of the deed instrument or other document evidencing or effecting such dealing or transaction and on each occasion to pay to the Lessor or such solicitors a registration fee of THIRTY POUNDS (£30.00) or such greater sum as the Lessor shall reasonably determine

LESSORS COVENANTS

4. The Lessor HEREBY COVENANTS with the Lessee with intent to bind the Lessor for so long as the reversion immediately expectant upon the determination of these presents shall be vested in the Lessor but not otherwise as follows:-

Quite Enjoyment

- 4.1 That the Lessee paying the rent hereinbefore reserved in the manner hereinbefore appointed for payment thereof and observing and performing the covenants and conditions hereinbefore contained and on the Lessees part to be observed and performed shall and may peaceably and quietly hold and enjoy the Demised Premises without interruption by the Lessor or any party lawfully claiming through under or in trust for the Lessor

General Provisions

5. Provided always and it is hereby agreed and declared as follows:-

Forfeiture

- 5.1 That if there shall be any breach or non-observance of any of the Lessee's covenants hereinbefore contained then and in every such case it shall be lawful for the Lessor or any person duly authorised by it at any time thereafter to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as in their former estate but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained

Service of Notices

- 5.2 Any demand or notice requiring to be made given to or served on the Lessee hereunder shall be duly and validly made given or served if addressed to the Lessee (and if there shall be more than one of them then any one of them) if it is left at or sent by registered post or recorded delivery to its registered office or its last known address or (in the case of a notice to the Lessee) the Demised Premises. Any notice required to be given to the Lessor shall be well and sufficiently given if sent by registered post or recorded delivery addressed to the Lessor's Head of Legal Services at the Town Hall King Street London W6 or such other address as may be notified to the Lessee from time to time Any demand or notice sent by registered or recorded delivery post shall be conclusively treated as having been made given or served on the third working day after posting unless the contrary is proved

Adjacent Premises

- 5.3 Notwithstanding anything herein contained or consequent hereto and in derogation hereof the Lessor and all parties authorised by it from time to time shall have power

without obtaining any consent from or making any compensation to the Lessee to deal as it or they may think fit with any of the land or buildings or parts of buildings and hereditaments adjacent adjoining or near to the Demised Premises or any part thereof (subject to making good of any damage caused thereby to the Demised Premises) and erect or suffer to be erected thereon or on any part thereof any buildings whatsoever and to make any alterations or additions and carry out any demolition or rebuilding whatsoever which it or they may think fit or desire to do to such land or buildings or any part or parts thereof and without prejudice to the generality of the foregoing whether such buildings alterations or additions shall or shall not affect or diminish the light or air which may now or at any time during the said term be enjoyed by the Lessee or the tenants or occupiers of the Demised Premise or any part or parts thereof

Resolutions of Disputes

- 5.4 If there shall be any dispute between the parties hereto arising out of this Lease or between the Lessee and any owner or occupier of any adjacent or nearby premises (other than the Lessor) as to any right or privilege or any party or other wall or otherwise then the same shall be determined by some fit person appointed at the request of either or any of the parties to the dispute by the President for the time being of the Royal Institution of Chartered Surveyors such appointee to act as an independent arbitrator and to have regard to the submissions and representations made to him by the parties to the dispute

Denial of Grant

- 5.5 Nothing herein contained shall operate expressly or impliedly to confer upon or grant to the Lessee any easement right or privilege other than those expressly hereby granted

Headings

- 5.6 The headings within these presents shall not be construed as comprising or having any effect upon the terms and interpretation thereof

Option provisions

- 6.1 In this Clause 6, the following expression shall have the following meanings:-

"Completion"

Actual completion of the surrender of this Lease in accordance with the provisions of this Clause 6;

"the Deed of Release"

A Deed of Surrender and Release of the Landlord's and the Tenant's liability under this Lease in the form of the draft Deed of Surrender and Release which comprises Annexure C to this Lease;

"the Open Market Value"

The amount which could reasonably be expected to be realised in the open market on a sale of the residue of this Lease of the Demised Premises with the buildings constructed on them with vacant possession and as determined in accordance with the guidelines set out in the Code of Measuring Practice (Fourth Edition) issued by the

Royal Institute of Chartered
Surveyors and the Incorporated
Society of Valuers and Auction-
eers

"The Option Notice"

A notice served by the Landlord pursuant to Clause 6.4 in the form contained in Annexure B to this Lease;

"The Option Period"

The period of nine months from the service of the Option Trigger Notice on the Landlord;

"the Option Trigger Notice"

A notice served by the Tenant on the Landlord pursuant to Clause 6.3 in the form contained in Annexure A to this Lease;

"the Premium"

The Open Market Value at the date of the Option Notice determined by the District Valuer acting as an Independent expert

"the Standard Conditions"

The Standard Conditions of Sale (Third Edition)

"the Option"

The option granted in Clause 6.2: and

"the District Valuer"

The District Valuer (or equivalent officer if he shall cease to exist) for the time being of

the London Borough of Hammersmith & Fulham or any successor to that body with responsibility for the Demised Premises

- 6.2 Subject to the service of the Option Trigger Notice, the Tenant grants to the Landlord the option to require a surrender of this Lease in accordance with the provisions of this Clause 6
- 6.3 The Tenant may serve the Option Trigger Notice on the Landlord at any time after the first 5 years of the term of this Lease if and only if the Lessee acting reasonably considers it impossible impractical or undesirable for it to use or continue to use the Demised premises for the use permitted under this Lease
- 6.4 The Option may be exercised by the Landlord at any time during the Option Period by signing the Option Notice in duplicate and serving the same on the Tenant whereupon (subject to the obtaining of the Court Order referred to in clause 6.8.4) there shall be a valid binding agreement for surrender of this Lease by the Tenant to the Landlord. On receipt of the Option Notice in duplicate by the Tenant there shall be deemed to have been a valid exercise of the Option pursuant to Clause 6.4 and the Tenant covenants that it shall forthwith on receipt of the Option Notice receipt the duplicate of the Option Notice and return the same to the Tenant by way of exchange with Completion to take place not less than one nor more than three months thereafter
- 6.5 Forthwith on the receipting by the Landlord of the duplicate of the Option Notice the Landlord and the Tenant (subject to the obtaining of the Court Order referred to

in clause 6.8.4) shall be deemed to have entered into a valid and binding agreement for the surrender at the Premium by the Tenant to the Landlord of all of the unexpired residue of the term of this Lease to the intent that such residue shall on completion merge and be extinguished in the reversion immediately expectant on it

- 6.6 On Completion the Landlord shall pay the Premium to the Tenant and the Landlord and the Tenant shall enter into the Deed of Release
- 6.7 The Premium shall be determined by the District Valuer upon the referral by either party at any time following the service of the Option Trigger Notice. The District Valuer shall give his determination of the Open Market Value at any time during the Option Period. The costs of the District Valuer shall be borne by the Landlord and the Tenant in equal shares.
- 6.8 The remaining terms of the surrender under this Clause 6 shall be as follows:-
- 6.8.1 The Tenant will surrender this Lease with full title guarantee;
- 6.8.2 Title to this Lease is registered at H.M. Land Registry with absolute title under title number [];
- 6.8.3 Completion shall take place by operation of law by the Tenant delivering vacant possession of the Property to the Landlord and handing over the Land Certificate the Lease, all documents supplemental to it and the keys to the Landlord;
- 6.8.4 In the event that the Landlord exercises the Option the Landlord and the Tenant shall forthwith apply for an

Order of the County Court authorising the surrender of the Lease and both parties shall use their respective reasonable endeavours to obtain the same as soon as reasonably practicable

- 6.8.5 The Standard Conditions apply to this Clause 6 so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of this Clause 6 and to that extent they are hereby expressly incorporated into this Clause 6.
- 6.8.6.1 Any notice or other document to be served on either party under the terms of or in connection with this Clause 6 shall be sufficiently served if it is left or delivered at, or sent by post addressed to:-
- (a) its principal place of business for the time being; or
 - (b) its last known place of business in the United Kingdom; or
 - (c) such other address as may be notified to the other party in writing from time to time
- 6.8.6.2 For the avoidance of doubt condition 1.3 of the Standard Conditions as supplemented by Clause 6.8.6.1 shall apply
- 6.8.7 Notwithstanding Completion the provisions of this Clause 6 shall remain in full force and effect with regard to all matters still to be performed or observed under it
- 6.9 If either:-
- 6.9.1 The Landlord has at any time during the Option Period (but before service of the Option Notice) given written

notice of its intention not to exercise the Option under Clause 6.4, or

6.9.2 at the end of the Option Period the Landlord shall not have served the Option Notice on the Tenant

the covenant contained in Clause 3.7 of this Lease shall be of no further effect and the Tenant shall be entitled to use the Demised Premises for any purpose or purposes it may think fit subject to observing and performing the covenants contained in this Lease other than the said Clause 3.7

IN WITNESS whereof the parties hereto have executed these presents under seal the day and year first before written

THE SCHEDULE

("the Demised Premises")

ALL THAT land and premises together with any buildings now or to be erected thereon as the same is shown edged in red on the Plan bound up herewith and being known as land at Hammersmith Bridge Road and Worlidge Street in the London Borough of Hammersmith and Fulham

TOGETHER WITH the following rights:-

The right to the free and uninterrupted passage of water soil gas electricity and other materials and services through and along any sewers drains watercourses pipes wires and other conduits now or at any time throughout the said term laid in on or under any of the adjacent land of the Lessor



COLOUR

EXCEPTING AND RESERVING unto the Lessor for the benefit of any adjoining land and premises of the Lessor not hereby demised:-

The right to the free and uninterrupted passage of water soil gas electricity and other materials and services through and along any sewers drains watercourses pipes wires and other conduits now or at any time throughout the said term laid in on or under the Demised Premises

ANNEXURE A

The Option Trigger Notice

To: (The Landlord)

THIS NOTICE is served upon you pursuant to clause 6 of a Lease dated (1999) between The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (1) and the Secretary of State for Health acting by Ealing Hammersmith and Hounslow Health Authority (2) ("the Lease")

TAKE NOTICE that the option contained in clause 6 of the Lease may be exercised by you at any time during the period of nine months from receipt of this Notice; which period shall be the Option Period pursuant to the said Clause 6

Your attention is drawn to the provisions of Clause 6 of the Lease and the consequences of serving or failing to serve the Option Notice within the Option Period.

.....

SIGNED by()
on behalf of (the Tenant)

Date:



ANNEXURE B

The Option Notice

To: (Landlord)

THIS NOTICE is served upon you pursuant to Clause 6 of a Lease dated () between The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (1) and The Secretary of State for Health acting by Ealing Hammersmith and Hounslow Health Authority (2) ("the Lease")

TAKE NOTICE that:-

- 1, We, as the Landlord named in the Lease, hereby exercise the option granted to the Landlord by Clause 6 of the Lease to require the Surrender of the Lease on ()
- 2, The terms of the surrender of the Lease are as set out in Clause 6 of the Lease the terms of which are hereby expressly incorporated into this Notice. By signature of this Notice we agree to accept the surrender of the Lease and by signature of the attached duplicate Notice you agree to surrender the Lease, in each case on the said terms.

IN ACCORDANCE with Clause 6 of the Lease you should sign and date the attached duplicate of this Notice and return it to the address given below where our solicitors will receive it on our behalf.

.....
SIGNED by ()
on behalf of the Landlord

Date:

.....
SIGNED by ()
on behalf of the Tenant

Date:

ANNEXURE C

Deed of Surrender and Release

THIS DEED OF SURRENDER AND RELEASE is made the day of
BETWEEN of (hereinafter called
"the Landlord") of the one part and
(hereinafter called "the Tenant") of the other part

WHEREAS:-

- (1) This deed is supplemental to the Lease short particulars of which are set out in the Schedule
- (2) The residue of the term of the Lease is vested in the Tenant and the Landlord is entitled to the freehold reversion in the demised premises expectant on the determination of the term granted by the Lease
- (3) The Tenant has agreed to surrender the Lease to the Landlord in consideration of the release by the Landlord hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the payment of £() paid by the Landlord to the Tenant (receipt of which is hereby acknowledged) and the release hereinafter contained the Tenant with full title guarantee hereby assigns and surrenders to the Landlord the premises demised by the Lease to the intent that the term of years granted by the Lease may merge and be extinguished in the reversion immediately expectant thereon
2. The Landlord and Tenant hereby respectively release and discharge each other from all and any covenants agreements and conditions contained in the Lease and all actions claims proceedings, costs, claims and demands in connection therewith
3. It is hereby certified that the transaction hereby effected 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)(£250,000)(£500,000)

IN WITNESS whereof the Parties hereto have executed this Deed the day and year first before written



SCHEDULE
Particulars of the Lease

Date:

1999

Parties:

The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (1) and The Secretary of State for Health acting by Ealing Hammersmith and Hounslow Health Authority(2)

Demised Premises:

Land and Buildings at Junction of Hammersmith Bridge and Worlidge Street London W6

THE COMMON SEAL OF THE

was

hereunto affixed in the presence of:-

)
)
)
)
)
)

.....
The Officer duly authorised on behalf of the Council

THE COMMON SEAL of
was hereunto affixed in the presence of:

)
)
)

Director

Director



DATED

199

- and -

DEED OF SURRENDER AND RELEASE

Land at Hammersmith Bridge Road
and Worlidge Street in the London
Borough of Hammersmith and Fulham

THE COMMON SEAL OF THE COUNCIL)
OF THE LONDON BOROUGH OF)
HAMMERSMITH AND FULHAM was)
hereunto affixed in the)
presence of:-)



.....*R.C. Momen*.....
Officer duly authorised on behalf of
the Council

Seal No. • 10/.....2654.....

DATED

15th May

1999

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND HAMMERSMITH AND FULHAM

and

THE SECRETARY OF STATE FOR HEALTH
ACTING BY EALING HAMMERSMITH AND
HOUNSLOW HEALTH AUTHORITY

LEASE

Re: Land at Hammersmith Bridge Road
and Worlidge Street in the London
Borough of Hammersmith and Fulham

L.Round
Head of Legal Services
Town Hall King Street
London W6 9JU

Ref: ADE/25657



Car Park

RC Monastery

26.59

HAMMERSMITH FLYOVER

SUSSA PLACE

1 to 14

PRIMARY HEALTH CARE CENTRE

— PROPOSED SITE LOCATION —

1:500 - REV G.G. MACHITZBOTS - MAY 1998

