1. **[The cluster member]**
2. **[The Supplier]**

Dated 2024

LEASE AGREEMENT

Pursuant to XXXXX

relating to Facilities at the location known as

XXXXX

[TO BE AMENDED AS APPROPRIATE]

## LAND REGISTRY

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

 [None]

### LR2.2 Other title numbers

None

### LR3. Parties to this lease Landlord

(Cluster Member name

and address)

### Tenant

(Supplier name and address)

**Other parties**

None

### LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Premises" in Clause 1.1 of this lease.

### 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.**

None.

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

None.

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

The term specified in the definition of the “Term" in Clause 1.1 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

None.

### LR11. Easements

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

The easements set out in part 1 of Schedule 1 to this lease are granted by this lease for the benefit of the Property.

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

The easements set out in part 2 of Schedule 1 to this lease are granted or reserved over the Property for the benefit of other property.

### LR12. Estate rent charge burdening the Property

None.

### LR13. Application for standard form of restriction

None.

### LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

## DATED

**PARTIES**

1. **[The Cluster Member]** (xxxxx) whose registered office is at [address] (the **"Landlord"**) as Landlord of the Landlord’s property at [site location] and
2. **XXX** (company no XXX) whose registered office is at XXX (the **"Tenant"**)

## OPERATIVE PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

### In this Lease:

**“Commencement Date”** means the date of this Lease.

**"Condition Survey"** means the photographic survey conducted by the Tenant or by third parties on behalf of the Tenant showing the condition of that part of the Landlord’s Property which is likely to be affected by the Works the extent of which is agreed in writing by the Landlord prior to the commencement of the Works.

**"Conducting Media"** means any media for the passage or transmission of substance, energy or information and any ancillary equipment or structures associated therewith.

**"Connection Point"** means the physical point at which the Premises is connected to the Network Operator’s network.

**“Electricity Cost”** means the direct cost incurred by the Landlord as calculated or estimated on the best available information and certified in writing from time to time by or on behalf of the Landlord’s Chief Finance Officer for electricity consumed by the Equipment in providing the Services;

**"Electrical Infrastructure"** means all (a) electric cables and wires; (b) telecommunications, data transmission and other cables related to the Equipment and the Permitted Use and (c) apparatus, lines, insulators and associated guards and wires and all other plant and equipment making up or supporting electric cables and wires, all control cables and all connections, cable markers, inspection hatches, jointing bays, cable trays meters, switches, ancillary equipment and other associated works, alterations, replacements or upgrades required for the operation of the Equipment for the Permitted Use.

**“Encumbrances"** means the restrictions, stipulations, covenants, rights, reservations, provisions and other matters affecting the Landlord's Property other than any financial charges disclosed to the Tenant and the covenants, terms and conditions hereinafter contained.

**"Equipment"** the charge posts, cables, bollards and all ancillary apparatus for the purpose of recharging electric and hybrid vehicles now or in future installed in under or on the Premises including the Electrical Infrastructure, fixings, all ancillary equipment and apparatus, and any alterations, replacements, upgrades and other equipment and structures as are reasonably required for the Permitted Use as may from time to time be installed by or on behalf of the Tenant on, over, under, through or upon the Premises, and/or the Landlord's Property (where applicable).

**“EV Charging Contract**” the contract between Suffolk County Council and the Tenant for the provision of Electric Vehicle Charging Infrastructure at specified destinations in Suffolk, dated XXX.

**"Force Majeure"** means in respect of a Party, an event or circumstance which is beyond the reasonable control of that party which could not have been avoided by the use of Good Industry Practice lawfully in accordance with all applicable safety and environmental regulations, having regard to the Permitted Use, including (but subject always to the foregoing):-

* + 1. any strike, lock-out, work stoppage or any other industrial action or labour dispute by a third party
		2. act of public enemy, war or threat of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
		3. act of god, epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption, abnormal accumulation of snow or ice, lack of water arising from weather or environmental problems, other unusual and extreme adverse weather or environmental conditions or action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial

devices or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed

* + 1. agricultural and public health problems (including foot and mouth disease)
		2. explosion, fault or failure of plant and apparatus

provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of the Tenant

**"Good Industry Practice"** means the exercise of that degree of skill and diligence which would reasonably and ordinarily be expected from a skilled operator engaged in a similar undertaking to the Tenant under the same or similar circumstances.

**“Head Lease”** means a Lease dated the XX of XX XXX between (1) XXX (2) XXX [To be amended as appropriate]

**“Insured Risk”** means loss or damage by Fire, Lightning, Explosion and Terrorism and such other risks (if any) that the Landlord may at its discretion decide)

**"Landlord"** includes all persons from time to time entitled to the immediate reversion to this Lease.

**"Landlord’s Property"** All that land at [address] as shown edged red on Plan 1 (drawing no. XXX) held by virtue of the Head Lease.

**"Lease"** is a reference to this lease and includes any documents supplemental to this lease.

**“Network Operator”** means where the Equipment is to be connected to an electricity distribution system, the owner and/or operator of that system or any successors to it in the capacity of the operator of that system licensed to transmit or distribute electricity pursuant to section 6(1)(c) of the Electricity Act 1989.

**“Notice”** means written notice given by either party; in accordance with this Lease, written shall not include e-mail or facsimile.

**"Operations Date"** means the first date on which the Equipment operates by charging Electrical vehicles other than as a result of any testing.

**"Permitted Use"** to place, keep in place and operate the Equipment on the Premises and inspect, maintain, upgrade, replace, remove or carry out any repairs to the Equipment from time to time.

**"Plan"** means the plans annexed to this Lease and references to Plan 1 and Plan 2 shall be deemed to refer to the Plans so marked.

**"Premises"** means that part of the Landlord's Property on which the Equipment is to be located for the purposes of the Permitted Use and the provision of the Services under this Lease as shown edged red on the attached Plan 2 (drawing number XXX) within the area edged blue on Plan 1.

**"Rent"** means a peppercorn (if demanded) annum payable annually in advance.

**“Rent Commencement Date”** means the earlier of energisation of the Equipment or 3 months from the date hereof.

**"Rights"** means the rights granted to the Tenant as specified in the First Schedule Part 1 and in clause 3.1 of this Lease.

**“Services”** means the installation, operation and maintenance of the Equipment and related services and activities to be undertaken by the Tenant from the Premises.

**"Tenant"** includes the Tenant’s successors in title and assigns in whom this Lease may for the time being be vested.

**"Term"** means the term up to the 30th day of September 2040/2041 (adjust according to whether site is a ‘Mandatory Location’ or a ‘Further Location’ according to the installation programme of the EV Charging Contract) (subject to the Tenants right to renew in clause 16)

**“Third Party Matters**: the matters set out in schedule 3.

**“Working Day”** means any day on which the Landlord’s principal offices are open.

**“Works"** means such works (if any) as shall be carried out to the Premises and the Landlord's Property (including the laying, re-laying of any necessary Conducting Media and all works necessary to comply with health and safety requirements) by the Tenant its agents or contractors during the Term to allow the Tenant the full beneficial use and enjoyment of the Equipment and the Premises for the Permitted Use.

* 1. Unless the context requires otherwise, in this Lease:
		1. the Clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the interpretation of any provision to which they refer;
		2. unless the contrary intention appears, references:
			1. to defined terms are references to the relevant defined term in Clause 1.1;
			2. to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and
			3. to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule;
		3. words in this Lease denoting the singular include the plural meaning and vice versa;
		4. references in this Lease to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it;
		5. words in this Lease importing one gender include both other genders, and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa;
		6. reference to the Premises, or the Landlord's Property is to the whole or any part of it;
		7. where there are two or more persons included in the expressions "Landlord" or "Tenant" each reference to the Landlord or the Tenant includes a separate reference to each of those persons and the covenants made with or by the Landlord or Tenant are to be treated as made with or by such persons jointly and severally; and
		8. an obligation in this Lease on a party not to do or omit to do something includes an obligation to use reasonable endeavours not to agree or suffer that thing to be done or omitted by another person.

## THE LETTING TERMS

1. The Landlord in consideration of the yearly rent reserved by and the covenants contained in this Lease with limited title guarantee lets to the Tenant all the Premises together with the rights set out in the First Schedule, Part 1 excepting and reserving to the Landlord the rights set out in the First Schedule, Part 2 to hold for the Term subject to subject to the Third Party Matters and subject to the provisions for earlier termination set out in this Lease and the Encumbrances, the Tenant paying during the Term:
	1. from the Rent Commencement Date the Rent (if demanded) by annual payments in advance on the anniversary thereof.

## TENANT’S COVENANTS

The Tenant covenants with the Landlord during the Term as set out in this Clause 3.

### Rent

To pay the Rent and Electricity Costs.

### Operation, Maintenance and Repair

* + 1. To keep the Equipment in a safe state of condition and repair provided that, for the avoidance of doubt:
			1. nothing in this clause or any other provision of this Lease shall oblige the Tenant to be responsible for the maintenance of the Landlord’s Property which shall at all times be the responsibility of the Landlord; and
			2. the Tenant shall not be under any obligation to pay the Landlord any contribution to costs or expenses of maintaining, inspecting, cleaning, repairing, servicing, altering, renewing, rebuilding or replacing any part of the Landlord's Property or means of access used in common between the Premises and any other property.
		2. The Tenant shall repair any damage caused to the Premises and the Landlord’s Property by the Tenant exercising the Rights as soon as reasonably practicable after the damage occurring to the Landlord’s reasonable satisfaction (and where applicable) to no worse standard than evidenced in the Condition Survey;
		3. Upon the expiration or sooner determination of the Term to remove the Equipment from the Landlord’s Property and to make good any damage caused to the Landlord’s Property by such removal to the reasonable satisfaction of the Landlord (including the making good of any drill holes) and to yield up the Premises with vacant possession providing that the Tenant shall not be obliged to:
			1. make good to any better standard than shown in the Condition Survey;
			2. remove any Electrical Infrastructure save that the Tenant shall remove any such items which are, in the Landlord's reasonable opinion, causing or capable of causing an on-going obstruction to the Landlord or other users and occupiers of the Landlord's Property; or
			3. comply with the terms of this Clause where it is prevented from doing so.
		4. During the normal course of operation, the Tenant shall operate the Equipment as a charging post for electrical vehicles
		5. The Tenant shall at all time during the term keep the signage relating to the Premises and the designated spaces referred to in clause 4.2(b) and all parking bay markings in good order and condition.

### Insurance

The Tenant covenants with the Landlord as follows:

* + 1. to maintain with reputable insurers in accordance with Good Industry Practice the following policies of insurance and not more than once a year at the request of the Landlord to produce a copy of each policy to the Landlord:
			1. public liability insurance for a minimum amount of £10,000,000 per claim or series of claims and £10,000,000 per claim or series of claims in respect of products liability; and
			2. material damage insurance for the full reinstatement value of the Equipment; and
			3. professional indemnity insurance with a limit of indemnity of not less than £2,000,000 any one claim or series of claims.

The Tenant shall use all reasonable endeavours to procure a non- invalidation clause is contained in such policy of insurance and procure a waiver of subrogation from the insurer in favour of the Landlord.

### Landlord’s right of Access

Provided that the Landlord complies with its obligations in Clause 5, to permit the Landlord and all persons properly authorised by the Landlord to enter the Premises for the purpose of inspecting, maintaining and repairing the Landlord’s Property subject to:

* + 1. the Landlord giving the Tenant reasonable notice (in writing, save in the case of emergency) of its intention to exercise this right; and
		2. the Landlord causing no damage to or interference with the Equipment and immediately making good to the Tenant's reasonable satisfaction (or at the Tenant's election indemnifying the Tenant for) any damage so caused.

### User

Not to use the Premises otherwise than for the Permitted Use

### Compliance with statutes, etc and planning permissions

* + 1. The Tenant shall comply with all statutory requirements relating to:
			1. the occupation and use of the Premises by the Tenant and the operation of the Equipment;
			2. the Tenant's exercise of the Rights; and
			3. the Works and any other works carried out by the Tenant at the Premises or the Landlord's Property.
		2. To comply with the Planning Acts and all other relevant statutory requirements relating to the use and occupation of the Premises and to obtain all necessary planning permission(s) and other consents as may be required for the carrying out of the Works and the installation and use of the Equipment.

### Encumbrances

To observe and perform the obligations and restrictions comprising the Encumbrances so far as they relate to the Premises and are capable of being enforced, and to keep the Landlord indemnified against liability for the breach of the obligations and restrictions.

### The Equipment

The Landlord acknowledges that all parts of the Equipment are the property of the Tenant and the Tenant may (subject to Clause 3.15) alter replace upgrade remove or improve the Equipment at its discretion.

### Rates, taxes and utilities

* + 1. The Tenant shall pay all present and future rates, taxes, duties, charges, assessments, impositions and outgoings payable or imposed during the Term in respect of the Equipment, use of electricity from the Equipment or the Tenant's occupation of the Premises. In the event that rates for the Landlord’s Property are increased then the Tenant will pay such part of the increase as is directly attributable to the Equipment. The Tenant will not be liable to pay:
			1. any taxes payable by the Landlord in connection with any dealing or deemed dealing with its interest in this Lease; or
			2. any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents or other sums due under this Lease.

### Exercise of the Rights

1. When accessing the Premises to comply with the reasonable site regulations (including security and health and safety) from time to time issued by the Landlord in respect of access to the Landlord’s Property **PROVIDED THAT** the Landlord shall not make any such regulations which unreasonably prevent preclude or adversely affect the full beneficial use and enjoyment by the Tenant of the Premises or the exercise of the Rights by the Tenant;
2. To exercise the Rights in a manner so as to cause as little damage and inconvenience to the Landlord’s Property as reasonably possible and in the event that in the exercise of the Rights the Tenant shall cause any damage to the Landlord’s Property to make good the same to the reasonable satisfaction of the Landlord;
3. Not in the exercise of the Rights to interfere with the free and proper use of the Landlord’s Property by the Landlord and all persons authorised by the Landlord and not to block up or obstruct any access roads or pathways.

### Alienation

Save as permitted below the Tenant is not entitled to assign share sublet or part with possession of the whole or any part or parts of the Lease.

### Assignment

The Tenant may only assign the whole of the Lease to a third party with the prior written consent of the Landlord as therein provided (such consent not to be unreasonably withheld or delayed). whereupon as a precondition the Landlord may require the execution and delivery by such an assignee of a deed of covenant that such assignee will from the date of assignment observe and perform the obligations of the Tenant under this Lease.

### Interest

In the event that the Rent or any other sum payable by the Tenant to the Landlord under this Lease shall not be paid within ten days of the due date for payment then the Tenant shall pay interest thereon (or upon such proportion thereof as shall not have been paid within the said period) at the rate of four per cent per annum above the base rate from time to time applying of Barclays Bank Limited for the period from the due date for payment until the date of actual payment of the sum due.

### Consents

The Tenant must not carry out any Works without obtaining at its own cost all necessary approvals and consents in relation to the Works (including without limitation planning, building regulation and connection consent) under all applicable legislation or any associated regulations or orders and any other necessary consent.

### Alterations

* + 1. The Tenant must not without the prior written consent of the Landlord (not to be unreasonably delayed or withheld) alter or carry out any upgrade to Equipment**.**
		2. Subject to the prior written consent of the Landlord (not to be unreasonably delayed or withheld) the Tenant shall be permitted to place related signage on the Premises and affix branded livery of the Tenants the exact content and format of same at the discretion of the Tenant (acting reasonably). For the avoidance of doubt, each Party shall bear its own costs in respect of its branding which is expected to be minimal.
		3. After the Operations Date the Tenant may not make any structural alterations or non-structural alterations and additions**:**
			1. to the Premises; or
			2. to the Landlord's Property where required for the Equipment, the Permitted Use or the exercise of the Rights

without in each case to the prior written consent of the Landlord (not to be unreasonably withheld or delayed) in the case of non-structural alterations

### Value added tax

To pay an amount equal to the value added tax chargeable on taxable supplies of goods and services made by the Landlord under this Lease and for the avoidance of doubt the consideration for the supplies is to be treated as exclusive of the value added tax.

### Third Party Matters

* + 1. The Tenant must:
			1. comply with the obligations on the Landlord relating to the Third- Party Matters to the extent that those obligations relate to the Premises; and
			2. not do anything that may interfere with any Third-Party Matters.
		2. The Rights are granted subject to the Third-Party Matters to the extent that the Third Party Matters affect the parts of the Landlord’s Property over which the Rights are granted

## LANDLORD’S COVENANTS

### Quiet enjoyment

The Landlord covenants that the Tenant, paying the rents reserved by, and performing the Tenant’s covenants in this Lease, may lawfully and peaceably enjoy the Premises throughout the Term without interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

### Landlord to maintain and not to cause damage

* + 1. The Landlord covenants with the Tenant to perform and observe the following covenants:
			1. to keep the Landlord’s Property in such state of repair and condition throughout the Term as is reasonably required for the Equipment (except damage by the Insured Risks provided that such damage is not excluded by any insurance policy and such policy shall not have become vitiated or payment of the policy monies refused in whole or in part in consequence of some act neglect or default of the Landlord);
			2. at its own cost and expense, provide and (without prejudice to clause 3.2(e) maintain the designated vehicle parking space(s) immediately adjacent to each charger installed on the Premises shown coloured green on Plan 1. Each such parking space must be large enough to accommodate electric vehicles and be available and accessible on a 24 hour a day seven days a week basis;
			3. subject to being provided with confirmation of the Tenant's material damage insurance cover for the Equipment not to do or permit anything that would render the policy void or voidable;
			4. make good as soon as possible and to the reasonable satisfaction of the Tenant any damage to the Equipment caused by the Landlord or anyone at the Landlord's Property with the Landlord's authority and in the event of the Landlord having failed in the Tenant's reasonable opinion to make good such damage as soon as practicable, the Tenant shall be entitled to carry out works to make good the damage and recover the proper costs and expenses of doing so from the Landlord on demand.
			5. not to do or permit anything in or upon the Landlord's Property which is likely to damage the Equipment;
			6. not to install or grant to any third party any lease or licence or any right to erect upon the Landlord’s Property after the date of this Lease any apparatus or other installation which is reasonably likely to impede, disrupt, degrade or interfere with the operation of the Equipment or the exercise of the Rights by the Tenant and not to erect or grant to any third party any lease or licence or any right to install on the Landlord's Property any equipment which could interfere with the operation of the Equipment the Permitted Use without the consent of the Tenant;
			7. to permit the Tenant to have access to the Premises and the Equipment on 24 hour seven days a week basis;
			8. not in any way to interfere with or obstruct the means of access to the Premises or the Equipment for longer than 24 hours without giving prior

written notice thereof to the Tenant;

* + - 1. not to grant to any other person the right to use the Premises for any purpose whatsoever;
			2. if the Landlord receives any requirement, notice, requisition or order from a local or public authority which is or may become prejudicial or a hindrance to the full exercise and enjoyment of the Rights, to provide a copy to the Tenant as soon as reasonably practicable;
			3. at the request and cost of the Tenant (acting reasonably) to enter into and maintain and take any steps under any agreements with any Network Operator to ensure sufficiency of rights to connect the Premises including the Equipment to the Network Operator’s network use of such network and rights to operate the Equipment. Any agreements to be in such form as such Network Operator shall reasonably require and approved by the Tenant and the Tenant shall indemnify the Landlord from and against all liability incurred by the Landlord under or in connection with any such agreement provided that such liability was incurred as a result of acting in accordance with the Tenant's instructions or carrying out any action required by any such agreement that the Tenant has approved.
			4. at the request and cost of the Tenant (acting reasonably) to enter into and maintain and take any steps under agreements to be approved by the Tenant with any electricity supplier or meter provider to ensure that all meters necessary for the operation of the Equipment are installed, operated and maintained and that the Tenant has the appropriate rights of use of and access to such meters and the Tenant shall indemnify the Landlord from and against all liability incurred by the Landlord under or in connection with any such agreement provided that such liability was incurred as a result of acting in accordance with the Tenant's instructions or carrying out any action required by any such agreement that the Tenant has approved;
			5. not to interfere with any connection for the supply of electricity to or from the Equipment or the Premises or do anything which would cause or contribute towards the Landlord's Property being disconnected from the electricity distribution system or de-energised or the de-registration of the

MPAN allocated to the Landlord's Property; and

* + - 1. not, other than under statutory compulsion, to deal with the Landlord's Property or any other property belonging to the Landlord in any manner detrimental to the Equipment or the Rights

4.2.2 PROVIDED ALWAYS the Landlord will not be liable to the Tenant:

* + - 1. in respect of any loss or damage caused by any failure, interruption or delay arising either from any cause or circumstance beyond the control of the Landlord including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing;
			2. in respect of any loss or damage caused by any failure, interruption or delay within its control unless the Tenant shall have first given notice in writing to the Landlord thereof and a reasonable opportunity to remedy the same as soon as reasonably necessary (or immediately in case of emergency)
			3. The Landlord will use all reasonable endeavours to minimise the period of failure, interruption or delay where the reason for the failure, interruption or delay is under its control

### Electricity

1. Not to use the Landlord's Property or suffer or permit the Landlord's Property to be used for the Permitted Use or purposes ancillary thereto other than by the Tenant.
2. Not, unless permitted elsewhere in this Lease, to (and/or permit any other person to) damage, alter, remove, or interfere with the whole or any part of the Equipment or the Rights or to permit any other person and shall indemnify the Tenant against all costs and expenses in respect of any breach of this covenant, and the reimbursement of any income that the Equipment would otherwise have earned (if any).
3. Upon being aware of any damage or defect to the Equipment or any damage to the Landlord’s Property which is likely to have an adverse effect on the Equipment (howsoever caused), the Landlord shall inform the Tenant immediately and not take steps to repair the Equipment.
4. In the event that the supply fails at any time, to use reasonable endeavours to ensure that the supply is reinstated as soon as reasonably possible.
5. During the Term the Landlord will do nothing that could prejudice its electricity supply in any way including but not limited to turning off such supply/connection.
6. The Landlord will throughout the Term maintain and comply with the terms of the connection of the Landlord's Property to the Network Operator's network to enable the Tenant to use the Equipment for the Permitted Use.

### Transfer by Landlord

In the event that the Landlord proposes to gift, sell, lease, transfer or otherwise dispose of or convey the whole or any relevant part of Landlord's Property to a third party during the Term to give the Tenant 20 business days' written notice of its intention to do so and thereafter the Landlord will bind and oblige such third party on the date of completion of such gift, sale, lease, transfer, disposition or conveyance to procure than any transferee, disponee or tenant to whom the Landlord gifts, sells, leases, transfers or otherwise disposes of or conveys the Landlord's Property shall enter into an agreement with the Tenant to observe and perform the obligations on the part of the Landlord contained in this Lease.

* 1. **Value added tax**

To pay an amount equal to the value added tax chargeable on taxable supplies of goods and services made by the Tenant under this Lease and the consideration for the supplies is to be treated as exclusive of value added tax.

## Head Lease

## The Landlord hereby covenants with the Tenant to pay the rent reserved by the Headlease (if applicable) and to perform and observe the covenants and conditions contained therein except so far as the same fall to be performed and observed by the Tenant under the provisions of this sub-lease and at the request and cost of the Tenant to use reasonable endeavours to procure the performance and observance of the covenants on the part of the head landlord contained in the Headlease for the benefit of the Tenant and to indemnify the Tenant against any action claim against it as a result of the Landlord’s breach of this clause.

## PROVISOS

The parties agree to the following provisos.

### Proviso for re-entry

Subject to the terms of Clause 5.2, the Landlord may terminate this Lease by re- entering the Premises (or a part of them), without prejudice to any other rights it may have, itself or by an authorised agent if the Tenant fails to materially perform or observe any of its covenants or the conditions in this Lease or allows any distress or execution to be levied on its goods subject to condition that the Landlord has served the Tenant a written notice and the Tenant failed to rectify in three months.

### Force Majeure

If either party is prevented for any period of time from performing its obligations under this Lease by reason of Force Majeure, then such party shall not be in breach of any such obligations for so long as and to the extent that such reasons shall subsist.

## OTHER MATTERS

1. The Equipment remains the property of the Tenant at all times.
2. the Tenant has absolute discretion to operate the Equipment during the Term as it sees fit.
3. Each party to this lease shall be responsible for its own legal fees in connection with the grant of this Lease. Additionally, the Landlord shall be responsible for the cost of securing any mortgagee, superior landlord or tenant consents required to the grant of this Lease. The Tenant shall additionally be responsible for the cost of any Stamp Duty (properly due as a result of the grant to the Tenant of this Lease).
4. The Tenant shall pay to the Landlord, within ten business days of written demand, the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Term) in connection with or in contemplation of:
	1. the enforcement of the Tenant covenants of this Lease; and
	2. serving any notice or taking any proceedings for the purpose of forfeiting this Lease, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

## AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared as follows:

1. No variation of this Lease shall have effect unless it is in writing and signed by a duly authorised representative of the parties hereto.
2. Any Notice given by either party hereto to the other shall be deemed to have been duly made to the other party if such notice is sent by ordinary first class post and (in the case of the Landlord) addressed to XXX and in the case of the Tenant notice shall only be given (unless the Tenant shall stipulate some other person or body) to the Tenant at its principal office.
3. The Landlord shall have no rights or power regarding the operation, maintenance or repair of the Equipment other than as expressly provided under this Lease. Except as specifically set out in this Lease nothing in this Lease is intended to create or shall create in favour of the Landlord any legal or beneficial interest in the Equipment or in any property or rights or obligations of the Tenant of any nature whatsoever, including any benefit the Tenant may derive from operating the Equipment.
4. the Landlord warrants that it has good marketable title to the Landlord’s Property and is entitled to enter into this Lease.

## IMPLIED RIGHTS OF ENFORCEMENT BY THIRD PARTIES EXCLUDED

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## INDEMNITIES

### Tenant's Indemnity

The Tenant shall (subject to Clause 9.3) indemnify and keep indemnified the Landlord against all claims and proceedings brought against the Landlord (save to the extent that same arises due to the sole, partial or complete act, neglect or default of the Landlord), and all damages, costs and liabilities which the Landlord may incur arising directly from any breach of covenant or obligation of the Tenant (here meaning agents, servants, employees, licensees or contractors) or from any wrongful act, neglect or default of the Tenant, its agents, servants, employees, licensees or contractors in connection with the Permitted Use or the exercise of the Rights, provided that the Landlord shall as soon as practicable give notice in writing to the Tenant of any such losses, damages or expenses and shall not compromise

or settle same without the written consent of the Tenant ( not to be unreasonably withheld or delayed )

### Landlord's Indemnity

The Landlord shall (subject to Clause 9.3) indemnify and keep indemnified the Tenant against all claims and proceedings brought against the Tenant(save to the extent that same arises due to the sole, partial or complete act, neglect or default of the Tenant), and all damages, costs and liabilities which the Tenant may incur arising directly from any breach of covenant or obligation of the Landlord (here meaning agents, servants, employees, licensees or contractors) or from any wrongful act, neglect or default of the Landlord, its agents, servants, employees, licensees or contractors, provided that the Tenant shall as soon as practicable give notice in writing to the Landlord of any such losses, damages or expenses and shall not compromise or settle same without the written consent of the Tenant (not to be unreasonably withheld or delayed ).

### Limitation of Liability

* + 1. The liability of either party (the "Offending Party") to the other party (the "Non Offending Party") for any breach of any non-monetary obligations under this Lease shall be limited to liability for physical loss and/or damage to property which is reasonably foreseeable as arising from such breach and to personal injury and/or death resulting from the negligence of the Offending Party or any of the officers, employees, agents and/or sub-contractors of the Offending Party.
		2. The maximum aggregate liability of the Offending Party to the Non Offending Party for all claims in terms of this Lease shall be £10,000,000 (ten million pounds sterling) provided always that the Offending Party shall not seek to limit its liability in respect of personal injury and/or death resulting from its negligence or the negligence of any of its officers, employees, agents and/or sub-contractors.
		3. Subject to the Landlord's liability to the Tenant for loss of or reduction in any Benefit in terms of Clause 11.2, the Offending Party shall have no liability under this Lease for:-
			1. loss of production, loss of profit, loss of profitability, economic loss, loss of use, loss of contract, loss of goodwill; or
			2. any consequential or indirect loss or damage

whatsoever suffered by the Non Offending Party whether or not the Offending Party knew (or ought to have known) that such losses would be likely to be suffered as a result of such performance, non-performance, act, omission or breach.

* + 1. The Offending Party shall be entitled to step in and conduct any relevant claim on behalf of the Non Offending Party and the Non Offending Party shall lend the Offending Party reasonable assistance for this purpose.
		2. The Non Offending Party shall use reasonable endeavours to mitigate or minimise any loss, damage, claim or expense.

## EXPERT DETERMINATION

### Application of provisions

In the event of any dispute arising hereunder such dispute shall be referred to arbitration to be carried out in accordance with the Arbitration Act 1996 (and any statutory modification or re-enactment thereof) by a single arbitrator to be appointed by agreement between the parties or failing agreement within a period of fourteen (14) days from the date of the dispute upon the application of either party to the President for the time being of the Law Society of England & Wales and the decision of such arbitrator shall (save in the case of manifest error) be final and binding on the parties.

## TENANT’S RIGHT TO TERMINATE THIS LEASE

* 1. The Tenant may terminate this Lease at any time by giving to the Landlord not less than six (6) months’ written Notice to that effect.
	2. The Tenant may terminate this Lease at any time after the Operations Date following substantial breach of this Lease by the Landlord where such substantial breach has the effect that the Equipment is unable be operated for a continuous period of at least fourteen (14 days) provided that the Tenant has served Notice of such breach on the Landlord and has afforded the Landlord a period within which to remedy the breach being seven (7) days.

## LANDLORD’S RIGHT TO TERMINATE THIS LEASE

* 1. Where the Equipment has not been operated for a continuous period of at least twelve months then (save where this is as a result of (a) a breach by the Landlord of its obligations in the Lease, (b) an event of Force Majeure or (c) a risk against which the Landlord is obliged under this Lease to insure) then the Landlord may terminate this Lease by giving the Tenant not less than one (1) months' notice in writing provided that this right shall not be exercisable until after the Operations Date.
	2. The Landlord may terminate the Lease at any time without reason or liability by giving the Supplier not less than 90 days written Notice. If the Lease is terminated in accordance with this clause 12.2 then the Landlord shall pay the Supplier for its Losses (as defined in DPS Joint Schedule 1 of the EV Charging Contract) subject to the exclusions of the Landlord’s liability for items set out in clause 11.3 and subject always to clause 11.6 of the EV Charging Contract and the Net Book Value of the Goods transferred to it at the End Date, and clauses 10.5.2 to 10.5.5, 10.5.6 and clause 10.5.7 of the EV Charging Contract shall apply.

## MUTUAL RIGHT TO TERMINATE THIS LEASE

At any time after the Operations Date either the Landlord or the Tenant may terminate this Lease if Force Majeure (save where the event of Force Majeure is a risk against which the party claiming termination is obliged under this Lease to insure) prevents either the Landlord or the Tenant from fulfilling all (or substantially all) of its obligations under this Lease for a continuous period exceeding one (1) month or an event of Force Majeure prevents all of the arrangements contemplated by this Lease for a continuous period exceeding one1 month. The terminating party must give to the other party not less than one (1) months' Notice in writing.

## EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

* 1. The parties confirm that:
		1. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, not less than 14 days before this Lease was entered into; and
		2. who was duly authorised by the Tenant to do so made a declaration dated the day of XXX in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
		3. The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

## EFFECT OF TERMINATION

* 1. On the expiry or termination of this Lease the Tenant at its own expense shall vacate the Premises and shall:
		1. Remove the Equipment;
		2. Make good all other damage to the Premises caused by the Tenant or its subcontractors, so as to put the Premises and/or the Landlord’s Property in no worse condition than evidenced by the Condition Survey;
		3. Disconnect or make safe the Conducting Media and Electrical Infrastructure connecting the Equipment to the Connection Point.
		4. Disconnect or make safe the Conducting Media and Electrical Infrastructure connecting the Equipment to the Connection Point
	2. After the expiry of any Notice served in terms of Clause 11, 12 or 13 this Lease shall cease and determine (without any liability on either party as a result of such termination) so that the Landlord and the Tenant shall be released from all obligations under this Lease.
	3. After the expiry of any Notice served in terms of Clause 11, 12 or 13 this Lease shall cease and determine (without any liability on either party as a result of such termination) so that the Landlord and the Tenant shall be released from all obligations under this Lease.

15.4. Within one month after the end of the term howsoever arising (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

15.5 Termination of this Lease under Clauses 11, 12 and 13 does not affect any party's rights in connection with any breach by the other party of its obligations under this Lease which may have occurred before the end of the Term.

## OPTION TO RENEW

The Tenant shall have the right to renew this lease on similar terms hereto for a further term of not more than 60 months, to be agreed between the parties (both parties acting in good faith to achieve this) upon giving the Landlord not less than six (6) months prior written Notice before the expiration of the Term hereby granted exercising the option to renew.

## TERM

* 1. This Lease commences on the Commencement Date and shall expire the 30th September 2040/2041 (amend as appropriate) unless terminated earlier or extended in accordance with the terms of this Lease.
	2. This Lease will terminate upon the termination or expiration of the EV Charging Contract.

## GOVERNING LAW AND JURISDICTION

* 1. This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
	2. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with this Lease or in relation to its existence or validity (including non-contractual disputes or claims).

## THIRD PARTY PERFORMANCE

* 1. Where the Landlord has obligations or covenants to do or not to do something in, the obligation or covenant shall extend to the Landlord procuring that any Group Company of the Landlord perform and observe such obligations and covenants where such Group Company is party to the relevant connection agreements (or to using all reasonable endeavours to procure that any other third party (other than the Network Operator) performs and observes such obligations and covenants where such third party is party to the relevant connection agreements).
	2. This Lease may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

## 20. LOCAL AUTHORITY LANDLORD'S CAPACITY AND POWERS

The Landlord enters into this lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

**IN WITNESS** whereof this Lease has been executed by the parties as a deed hereto the day and year first herein written

## SCHEDULE 1

### Part 1

**Rights enjoyed with demise**

The grant of this Lease to the Tenant is with the benefit of the following rights in common with the Landlord and any other persons having the same or like rights, unless the right is expressed to be exclusive to the Tenant:

1. to enter in and upon the Landlord's Property both with and without workmen, vehicles, plant and equipment over such route as shall from time to time be agreed with the Landlord (such agreement not to be unreasonably withheld or delayed) in order to obtain access during normal working hours (and in an emergency at any time) to the Premises and the Equipment and in the exercise of the Rights.
2. the benefit of all rights of way and other rights benefitting the Landlord's Property in so far as required for the purposes of the Permitted Use.
3. the right to park vehicles and store temporary equipment in reasonably convenient locations on the Landlord's Property to be first agreed with the Landlord (acting reasonably) to facilitate all permitted construction, maintenance, repair, renewal and replacement.
4. the non-exclusive free and uninterrupted passage of electricity and telephone communications and data from and to any part of the Premises and the Landlord’s Property through the Conducting Media commonly used for those purposes which are now or may in the future be in, upon or under the Landlord’s Property to the Network Operator's network;
5. the right of support and protection for the Equipment and the Premises from the Landlord's Property;
6. subject to the terms of this Lease to erect and keep the Equipment and to install the Equipment upon or within the Premises, and thereafter to inspect, maintain, adjust, repair, alter, monitor, upgrade, renew, replace and use the same for the Permitted Use;
7. to install and lay in and upon the Landlord’s Property or to grant to any Network Operator the right to install and lay in or upon the Landlord’s Property in such locations and by such means as shall first be agreed with the Landlord (such

agreement not to be unreasonably withheld or delayed):

* 1. such cables to connect the Equipment with the Network Operator’s network; and
	2. such meters as the Tenant shall reasonably require for the purposes of the exercise of the Rights

and thereafter to inspect maintain adjust repair alter renew and use the same for the Permitted Use;

1. to install the Equipment and Electrical Infrastructure in accordance with the drawings and plans agreed with the Landlord in a good workmanlike manner using good quality materials
2. to install and lay in and upon the Landlord’s Property such bollards as the Tenant shall reasonably require for the protection of the Equipment together with such other equipment that may be reasonably required for the use of the Equipment in accordance with the Permitted Use in such position or positions as the Landlord shall first approve in writing (acting reasonably)
3. to install upon the Landlord’s Property in such locations and by such means as shall first be agreed with the Landlord (such agreement not to be unreasonably withheld or delayed) such warning and safety notices and signs as the Tenant shall reasonably require or as the Tenant may by law be required to install
4. during normal working hours to enter upon such part of the Landlord’s Property adjacent to the Premises and the Equipment as may be reasonably required for the purpose of carrying out the Works, including attaching the Equipment to the Landlord's Property and thereafter inspecting testing reading repairing and maintaining the Equipment
5. to use the Landlord’s Property, including where necessary the Landlord’s cables and wires for an uninterrupted passage of electricity from the Premises to the Connection Point.
6. to connect the Equipment into the Network Operator’s network at the Connection Point.

**SCHEDULE 1**

**Part 2**

### Exceptions and reservations

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

(a) all rights of entry upon the Premises referred to in this Lease;

## SCHEDULE 2

Third Party Matters

EXECUTION PAGE

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| --- |
|  |
| EXECUTED as a DEED by**[the Cluster Member]**acting by authorised signatories:  |  | ………………………………..Authorised signatory………………………………..Authorised signatory |
|  |  |  |
|  |
| EXECUTED as a DEED by **[the Supplier]**acting by two directors or a director and its company secretary:  |  | ………………………………..Director………………………………..Director / Company Secretary |