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Title Number BK179871

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DATED 10/9/ 2013



Suzanne Linda Mitchell (1)

and



A SHADE GREENER <sup>(f8)</sup> ~~(F7)~~ LLP (2)

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LEASE

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Property: 42 Charwood Road  
Wokingham  
RG40 1RY  
Term: 25 years from  
Rent: A peppercorn (if demanded)

1

I hereby certify that this is a true copy of the original.  
A E Emmerson F.Inst J. Ex  
A Shade Greener Ltd  
Sterling House, Maple Court  
Maple Road, Tankersley S75 3DP

PRESCRIBED LEASE CLAUSES

10/9/2013

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

BK179871

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Suzanne Linda Mitchell  
of  
42 Charwood Road, Wokingham,  
, RG40 1RY

Tenant

(F8) SP  
A SHADE GREENER (F7) LLP company  
number OC367812 whose registered office is at  
Sterling House, Maple Court, Tankersley, S75  
3DP.

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.

The airspace above the south-facing side of the  
Roof as shown edged red on the attached  
plan.

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:*

Not applicable

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

The term is as follows:

The term of twenty five years starting on the date of this Lease (**the Term Commencement Date**) and ending on 9/9/ 2038

**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**

As set out in clause 2.

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

None.

<b>LR12. Estate rent charge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	None
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	None

THIS LEASE made on

10/9/

2013

BETWEEN:

- (1) Suzanne Linda Mitchell of 42 Charwood Road, Wokingham, , RG40 1RY (the Landlord)
- (2) A SHADE GREENER (F8) LLP (company number OC367812) whose registered office is at Sterling House, Maple Court, Tankersley, S75 3DP (the Tenant)

WITNESSES as follows:

## 1 INTERPRETATION

In this Lease unless the context requires otherwise:

The following words and expressions mean:

**Conduits** means conducting media and ancillary apparatus for the passage of energy;

**FIT Payments** means feed in tariff payments (both generation and export tariff) made under the FIT Scheme

**FIT Scheme** means the scheme as set out in Chapters 41-43 of the Energy Act 2008

**the Landlord:** includes the party entitled for the time being to the interest immediately expectant on the end of the term of the lease including a mortgagee in possession;

**the Property:** the airspace above the south-facing side of the Roof as shown edged red on the attached plan;

**Premises:** the premises known as 42 Charwood Road, Wokingham, , RG40 1RY (Title Number: BK179871) shown edged with a thick black line on the attached plan;

**Roof:** the roof of the Premises including the slates covering and felting and the underlying structure;

**the System:** the solar panel system, including the inverter, the meter, and all ancillary equipment and parts including (but not limited to) cabling and any rails on which the panels are fixed and any other parts and components that are critical in the normal function of the solar panels;

**the Supply:** means the supply of power generated by the System

**the Tenant:** includes its successors in title and assigns and all persons deriving title through or under it;

**VAT:** Value Added Tax and any tax of a similar nature substituted for it or imposed in addition to it and any penalties or fines in relation to it;

**the 1995 Act:** the Landlord and Tenant (Covenants) Act 1995.

**Mortgagee in Possession:** means a financial institution (regulated by the Financial Services Authority or such other replacement department or authority from time to time), or its assigns and successors in title (whether such assigns or successors are regulated by the Financial Services Authority or not), that has entered into a mortgage in respect of the Landlord's Premises, whether before or after the date of this Lease and which has taken action following a default of the Landlord under the terms of that mortgage and which expression shall include any receiver appointment by such financial institution.

## 2 THE DEMISE

The Landlord demises the Property to the Tenant together with the following rights:

- 2.1 the right to install and retain in and at the Premises the System together with the right to attach parts of the System to the Roof;
- 2.2 the right to install and retain in and at the Premises Conduits which connect the System to the national grid;
- 2.3 rights of entry onto the Premises with workmen plant and machinery in order to install repair maintain amend alter replace examine and test the System and to comply with the Tenant's obligations under this Lease upon reasonable notice being given to the Landlord;
- 2.4 the benefit of all rights benefiting the Premises contained or referred to in the title to the Premises including (without limitation) rights of way benefiting the Premises;
- 2.5 full rights of support for the System and the Property from the Premises,

for the term of twenty five years from and including the Term Commencement Date paying throughout the Term the yearly rent of a peppercorn (if demanded).

### 3 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

- 3.1 to pay the rent reserved by clause 2 of this Lease if demanded;
- 3.2 at its own cost and expense shall arrange the installation of the System on a date to be agreed between the Tenant and the Landlord and will be responsible to make good, at their own expense any damage to the Premises caused by them or their contractors when installing, maintaining or removing the System;
- 3.3 at its own cost and expense to keep the System in good repair, condition and working order for the entire term of this Lease and to furnish any and all parts, mechanisms and devices so required to keep the System in good working order;
- 3.4 to remotely monitor the effectiveness of the System and to take any necessary measures to repair the System if or when the need arises;
- 3.5 to permit the Landlord to use such of the electricity generated by the System which the Landlord requires for its own domestic use at the Premises free of charge;
- 3.6 upon expiry of this Lease to leave the System installed on the Premises unless, within three months following the end of the Lease, the Landlord requests that it be removed. Following such a request (which can be in writing by email) the Tenant will remove the System without charge to the Landlord and the Tenants at their expense will rectify any damage that may be incurred to the Premises due to the System's removal;
- 3.7 in relation to insurance:
  - 3.7.1 to insure the System (such insurance to include public liability cover) throughout the term of the Lease at its own cost;
  - 3.7.2 to advise the Landlord's insurers (whose details shall be notified by the Landlord to the Tenant from time to time) that the System has been installed on the Property and that the Tenant has taken out its own insurance in respect of the same;
  - 3.7.3 to be liable for any uninsured damage to the System, unless such damage was caused wilfully by the Landlord or by a third party with the Landlord's complicit knowledge.



# II. M. LAND REGISTRY

NATIONAL GRID PLAN  
BERKSHIRE  
WOKINGHAM DISTRICT

SU 8269

SECTION F

The boundaries shown on this plan have been plotted from the original survey plan and may be updated from later survey information.

Scale 1:250



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## TITLE No. BK 179871

This official copy is incomplete without the preceding notes page.

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3.8 not to assign part or parts of the system

3.9 to notify the Landlord in writing within 28 days of any assignment or other dealing with this Lease.

#### 4 LANDLORD'S COVENANTS

4.1 The Landlord covenants that:

4.1.1 the Tenant may, so long as it complies with its obligations under this Lease, peaceably and quietly hold and enjoy the Property during the term of the Lease without any unlawful interruption by the Landlord or any person rightfully claiming under or in trust for it;

4.1.2 it shall not damage or alter or remove the whole or any part of the System in any way or seek to repair it and must notify the Tenant immediately on discovering any damage to the System or to the Roof provided that the Tenant shall be solely responsible for any repairs to the System and will deal directly with any related insurance issues, unless such damage to the System is as a result of an act or omission on the part of the Landlord, in which case the Landlord shall be responsible for all costs and expenses in respect of such damage;

4.1.3 not to undertake any works to the Premises which prejudice or adversely affect the System and not to do anything at the Premises which interferes with the access of light to the Property and/or the System;

4.1.4 it shall not sell nor attempt to sell any of the Supply generated by the System and shall only make use of the Supply generated for its domestic use at the Premises;

4.1.5 it shall not do or permit anyone else to do anything which may affect the operation of the System or the Supply generated by the System;

4.2 The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before the date of this Lease:

- 4.2.1 the Landlord served on the Tenant a notice ("the Notice") dated \_\_\_\_\_ in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 4.2.2 the Tenant or a person authorised by the Tenant made a declaration or a statutory declaration dated \_\_\_\_\_ in a form complying with the requirements of Schedule 2 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 4.2.3 where the Declaration was made by a person other than the Tenant that person was duly authorised by the Tenant to make the Declaration on the Tenant's behalf;
- 4.2.4 it was not contractually bound to enter into the tenancy created by this Lease.

## 5 PROVISOS AND DECLARATIONS

### 5.1 Removal of the System for reason of renovation or extension of the Premises

During the term of this Lease the Tenant agrees to remove the System twice for a maximum period of 3 months each time to enable the Landlord to either renovate or extend the Premises without charge to the Landlord upon notification by the Landlord to the Tenant. The Landlord shall ensure that during such periods it shall not do or allow anything to be done which may affect where the System can be reinstalled or affect the ability of the System to perform to capacity on reinstallation.

### 5.2 Termination

This Lease can be terminated before the end of the term of the Lease by the Tenant in the following instances:

- (a) abandonment of the Premises by the Landlord;

- (b) destruction of the Premises and/or the System;
- (c) any act or omission to act by the Landlord which affects the ability of the System to generate to capacity;
- (d) any breach of this Agreement by the Landlord;
- (e) any other act or happening that would or has placed the System in danger of being damaged or misused or lost; or
- (f) adjoining and/or adjacent land is built upon or foliage at the Premises or on adjoining or adjacent land increases so as to restrict or any other occurrence takes place such that the access of light to the Property and / or the System is reduced thereby reducing the functional capacity of the System.

provided that upon early determination the Tenant shall remove the System entirely at its own cost and shall be entirely responsible for speedily rectifying any damage that may be incurred to the Premises due to the removal of the System.

5.2.2.2. This Lease can be terminated before the end of the Term by the Mortgagees in Possession by serving written notice of not less than 2 months on the Tenant specifying the date on which they intend this Lease to determine if the Mortgagee in Possession;

- a) having used reasonable endeavours to sell the Premises has failed to sell the Premises; and
- b) is reasonably advised by an independent surveyor experienced in the disposal of residential properties in the vicinity of the Premises that the presence of the System is adversely affecting the sale of the Premises,

provided that upon early determination the Tenant shall remove the System entirely at its own cost and shall be entirely responsible for speedily rectifying any physical damage that may be incurred to the Premises due to the removal of the System.

- c) The Mortgagee in Possession will not be liable for any costs of removal, repair to the roof as part of the removal or penalty costs of any description, including where damage has been caused by the borrower/occupier or where damage or loss of income is caused as a result of disconnected electricity supply or for any breach of landlord covenants during the repossession period.

### 5.3 Agreements and Declarations

It is agreed and declared between the parties as follows:

- 5.3.1 the System remains the property of the Tenant at all times and the title to the System shall not pass to the Landlord notwithstanding that the System may be affixed to the Premises;
- 5.3.2 the Tenant is solely entitled to receive any FIT Payments or other payments generated through the operation of the System; and
- 5.3.3 if any information comes to light prior to the installation of the System that it would not be commercially viable for the Tenant to install the System on the Property then the Tenant has the absolute discretion in determining this Lease and warrants that any entry of the same registered at the Land Registry would be cancelled at the expense of the Tenant; and
- 5.3.4 the Landlord acknowledges that except in respect of liability for death or personal injury caused by the negligence or action of the Tenant, the Tenant shall have no responsibility or liability whatsoever, under contract, tort or otherwise in the case of any failure of the Supply.

### 5.4 Entire agreement

This instrument constitutes the entire agreement between the parties and for the avoidance of doubt there is no cost to the Landlord under the terms of this Lease.

### 5.5 Data Protection

By signing this Lease the Landlord agrees that personal data provided by the Landlord relating to this Agreement:

- 5.5.1 may be used, stored and processed by the Tenant (and other companies in the Tenant's group) for credit or financial assessments, preventing money laundering fraud or other wrongdoing, making payments, recovering monies and registration of this Lease with the HM Land Registry
- 5.5.2 may be disclosed to insurers, other companies in the Tenant's group, its financiers, any assignee or potential assignee of any of the Tenant's rights under this Lease and to other parties to whom the Tenant normally provides such information
- 5.5.3 The Landlord is entitled to details of the agencies from whom the Tenant obtains and to whom the Tenant passes information about them and the Landlord is also, on payment of a fee, entitled to a copy of the records the Tenant holds about them. This information may be obtained by applying to the Tenant's Legal Department.

#### **5.6 Governing law**

This Lease shall be governed by the laws of England and each party agrees to submit to the exclusive jurisdiction of the English Courts. Headings have been included for convenience only and shall not be used in construing any provision.

#### **5.7 Contracts (Rights of Third Parties) Act 1999**

- a) 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.

#### **5.8 Notices**

Any notice required to be served pursuant to this Lease shall be sufficiently served if it is sent by first class registered delivery service post and addressed to the Registered Office of the Tenant.

IN WITNESS of which the parties to this Deed have duly executed it on the date specified on page one.

SIGNED as a Deed (but not delivered )

until the date hereof) by the said

Suzanne Linda Mitchell

*[Handwritten signature]*  
) *[Handwritten signature]*  
) H. P. HANCOX

in the presence of

the witness named below:

Name of witness:

Address: Sterling House, Maple Court, Tankersley S75 3DP

Occupation: Home Visit Team

SIGNED as a Deed (but not delivered )

until the date hereof) by the said )

in the presence of )

the witness named below: )

Name of witness:

Address: Sterling House, Maple Court, Tankersley, S75 3DP

Occupation: Home Visit Team

EXECUTED as a Deed by )

(f8) S  
A SHADE GREENER (F7) LLP )

acting by its attorney

Anne Emmerson/Shelley Peat )

