

Dated

2014

SANDGATE HERTUAGE TRUST LIMITED

and

SANDGATE SOCIETY

LEASE of 51 Sandgate High Street
Sandgate Folkestone Kent

THIS LEASE is made the day of two thousand and fourteen
BETWEEN SANDGATE HERITAGE TRUST LIMITED whose registered office is
situate at 82 Sandgate High Street Sandgate Folkestone Kent (hereinafter called
'the lessor' which expression shall where the context so admits include the
person or company for the time being entitled to the reversion immediately
expectant upon the term hereby granted) of the one part and

(hereinafter called 'the Tenant' which expression shall where the context so
admits include the survivor or survivors of them and their successors in title
being Trustees of the Sandgate Society) of the other part WITNESSETH as
follows:-

1. IN consideration of the rents and the tenant's covenants hereinafter
reserved and contained the Landlord hereby demises unto the Tenant ALL THAT
the ground floor of number 51 Sandgate High Street Sandgate Folkestone in the
County of Kent for the purpose of identification only edged in red on the plan
annexed hereto (hereinafter called the demised premises) being part of the
building known as 51 Sandgate High Street aforesaid (hereinafter called 'the
Building') together with

- (1) the right for the tenant and others authorised by the tenant to the user of
toilet facilities on the first floor of the building by the lessor but such user
shall be in common with the lessor and all others so authorised by the
lessor and all other persons entitled thereto
- (2) the right to the free and uninterrupted use of all gas electric telephone and
other pipes wires and cables upon through or under adjacent premises in

the building all such rights to be so far as necessary for the enjoyment of the demised premises and in common with the lessor and all others so authorised by the Lessor and all other persons entitled thereto excepting and reserving to the Lesser and the tenants and occupiers of other portions of the building of which the demises premises form part and all other persons entitled thereto:

(i) the right of free passage and running of water and soil in and through the sewers drains and channels made or to be made upon through or under the demised premises and the free and uninterrupted use of all gas electric telephone and other pipes wires and cables upon through or under the same

(ii) full right and liberty for the lessor and its surveyors agents workmen and others at all times and from time to time upon reasonable notice (save in case of emergency) to enter into and upon the demised premises and all parts thereof for the purpose of repairing altering cleansing examining or testing the building and all parts thereof and the said sewers drains channels pipes wires and cables serving the same and to make all connections and disconnections may be necessary in relation thereto and for the purpose of carrying out any work PROVIDED that the Lessor shall make good any damage caused thereby to the demised premises but shall not be liable to the tenant for any inconvenience or otherwise howsoever in relation to any such work carried out or thing done as aforesaid

TO HOLD the demised premises unto the tenant from the day of
for the term of twenty-five years thence next ensuing subject nevertheless' to the
proviso for re-entry and determination hereinafter contained yielding and
paying therefor during the said term yearly and proportionately for any fraction
of a year the rents hereunder set out:

(A) For the first three years of the said term the rent of THREE
HUNDRED POUNDS (£300) (hereinafter when specifically referred to
called the first reserved rent)

(B) For each succeeding three year period of the said term
(hereinafter called the review periods) a rent to be determined in
accordance with the provision in that behalf contained in clause 3
hereof (hereinafter when specifically referred to called the reviewed
rent)

and the first reserved rent and the reviewed rent shall in all cases be paid by
equal quarterly payments in advance on the usual quarter days in every year
without any deduction whatsoever except as authorised by any statutory
enactment for the time being in force

2. The Tenant hereby covenants with the lessor to the intent that the
obligations may continue throughout the said term as follows:-

(1) to pay during the said term the said reserved rents at the
times and in manner herein provided without any deduction except
as aforesaid

(2) to defray (or in the absence of direct assessment on the
Tenant to repay to the lessor a fair proportion of) all existing and
future rates assessments charges and outgoings of every kind and

description payable by law in respect of the demised premises or any part thereof by the owner lessor lessee or occupier thereof

(3) to pay to the suppliers thereof all charges for gas and electricity (including meter rents) consumed in the demised premises for heating lighting and other purposes during the said term

(4) at all times to keep the interior of the demised premises and the appurtenances thereof including the doors window and other glass fixtures fittings fastenings wires and the painting papering and decoration thereof in good and substantial repair and condition throughout the said term (damage by fire and such other risk against which the lessor shall have insured save where the insurance monies shall be irrecoverable in consequence of any act or default of the tenant only excepted) PROVIDED THAT there shall be no obligation on the Tenant to put the demised premises in a better state of repair than disclosed by the Schedule of Condition annexed hereto

(5) to permit the Lessor and its agents surveyors and others authorised by them respectively at all reasonable times (upon previous written notice) to enter upon and View the state and condition of the demised premises and within two months after the Lessor or the / Lessor's agents or surveyors shall have given to the Tenant or left on the demised premises a notice in writing of any defects decays or wants of reparation found thereupon in accordance with the covenants hereinbefore contained well and substantially to repair and make good the same

(6) to use and occupy the demised premises solely and exclusively as a meeting place for the Sandgate Society

(7) not at any time during the term to assign underlet part with or share possession of the demised premises or any part thereof provided that the 'tenant may with the prior consent of the lessor sublet or hire out the demised premises for a maximum period of forty-eight hours at any one time

(8) To pay 'all expenses including solicitors* costs and surveyors' fees incurred by the lessor incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under sections 146 and 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the court

(9) at all times during the said term to comply in all respect with the provisions and requirements of the Town and County Planning Acts and any regulations or orders made thereunder whether as to the permitted user hereunder or otherwise

(10) To yield up the demised premises with the fixtures and fittings and additions thereto (tenant's fixtures only excepted) at the expiration or sooner determination of the said term in good and substantial repair and condition (landlord's fixtures fittings and appurtenances being duly replaced) in accordance with the several covenants hereinbefore contained

3. The reviewed rent (Payable by the Tenant during the review period as hereinbefore provided) shall be determined in manner following that is to say it

shall be whichever shall be the higher of the first reserved rent and the open market rental value of the demised premises for the relevant review period

PROVIDED THAT and it is hereby agreed as follows:-»

(1) The expression the open market rental value as aforesaid means a sum in relation to the relevant review period determined in manner hereinafter provided as being at the time of such determination the annual rental value of the demised premises in the open market on a lease for a term of twenty-five years with vacant possession at the commencement of the term but upon the supposition (if not a fact) that the tenant has Complied with the obligations as to repair and decoration herein imposed cm the tenant such lease being on the same terms and conditions other than as to the amount of rent as are herein contained without the payment of any fine or premium and disregarding (if applicable) those matters set out in paragraphs (a)

(b) (c) of section 34 of the Landlord and Tenant Act 1954

(2) The said open market rental value shall be determined as follows:-

(a) it shall be such sum as shall within three months prior to each review period be agreed between the parties in writing in substitution for the said sum or

(b) in default of agreement within that period it shall be determined by an independent surveyor appointed for that purpose by the parties jointly in writing or upon their failure to agree upon such appointment within one month

after the date of the said counter-notice then by an independent surveyor appointed for that purpose by the President for the time being of the Royal Institution of Chartered Surveyors and every such determination shall be made in accordance (so far as not inconsistent herewith) with the provisions of the Arbitration Act 1950 or any statutory :modification or re-enactment thereof for the time being in force and shall be subject to the further provisions of the next succeeding sub-clause hereof:

(3) In the event of the determination by such independent surveyor as aforesaid the rent payable hereunder shall continue to be paid at the rate of the first reserved rent or if the rent has been reviewed the rent paid in the previous review period until such time as the new rent is determined whereupon the tenant shall pay to the landlord on demand as additional rent a sum of money equal to the amount whereby the reviewed rent exceeds the rent previously paid from the review date to the date of such determination

(4) Provided always the rent payable on any review shall never exceed the amount by which the initial reserved rent or if the rent has been reviewed the previously reviewed rent would have increased had the initial rent or previously reviewed rent been increased since the commencement of the term or the last review date in line with the rise in the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department during the previous three years

(4) The lessor hereby covenants with the Tenant as follows:-

(1) to keep in reasonable repair the main structure of the building and in particular the roofs foundations and walls thereof and to redecorate the exterior thereof whenever necessary or expedient

(2) to insure the building against loss or damage by fire and such other risks as the lessor shall deem expedient in some insurance office or underwriters of repute to the full reinstatement value thereof and in case of destruction or damage by fire or other insured risk to lay out all monies received in respect of such insurance in rebuilding or reinstating the same as soon as reasonably practicable

(3) that the Tenant paying the rents hereby reserved and observing and performing the several covenants herein on the part of the Tenant contained .shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the lessor

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

(1) If and whenever during the said term the said rents hereby reserved or made payable or any of than or any part thereof shall be in arrear and unpaid for fourteen days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants on the of the tenant herein contained or if the tenant (being an individual) shall become bankrupt or if the tenant for the time being shall enter into an arrangement or composition for the benefit of the '1'enant's creditors or shall suffer any distress or execution to be levied on the "Tenant's goods or if the Sandgate Society shall be dissolved then and in any of the said cases it shall be lawful for the lessor at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and

upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of an antecedent breach of any of the covenants herein contained

(2) In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire or other risk against which the lessor shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the tenant) the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use and any dispute with reference to this proviso shall be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(3) The lessor shall not be responsible to the Tenant or the Tenant's licensees servants agents or other persons in the demised premises or calling upon the tenant for any accident happening or injury suffered or' damage to or loss of any chattel or property sustained on the demised premises or in the building In this lease where the context so admits:

(4) In this lease where the context so admits:

(a) the words importing the singular number only include the plural number and vice versa

(b) where there are two or more persons included in the expression the tenant covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally

(c) a notice shall be deemed to be properly served on the Tenant if left addressed to the Secretary of the Sandgate Society (whether or not such an officer actually exists) on the demised premises or sent by first class post or recorded delivery service to the Secretary of the Sandgate Society the time being at his last known home address for

(5) If the Sandgate Society shall dissolve or cease to exist or if its membership fall below ten or amalgamate with any other body or if the Society shall materially alter its constitution so as to change its objects or if the Society lose its charitable status then in any of the said cases the lessor may determine the term hereby granted by one calendar month's notice in writing and on the expiration of such notice the present demise and everything herein X § contained shall cease and be void but without prejudice to the 2 J rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant

6. IF at any time during the continuance of the term hereby created the Lessor shall desire to sell its estate and interest in the building the Lessor hereby covenants with the Tenant that the lessor will before proceeding to offer the same for sale give notice of such desire to the Tenant who shall forthwith make an offer in writing to purchase the same and if no such offer on the part of the Tenant is received by the Landlord within one month of the date of service of the said notice or if the offer received within that time is not satisfactory to it the

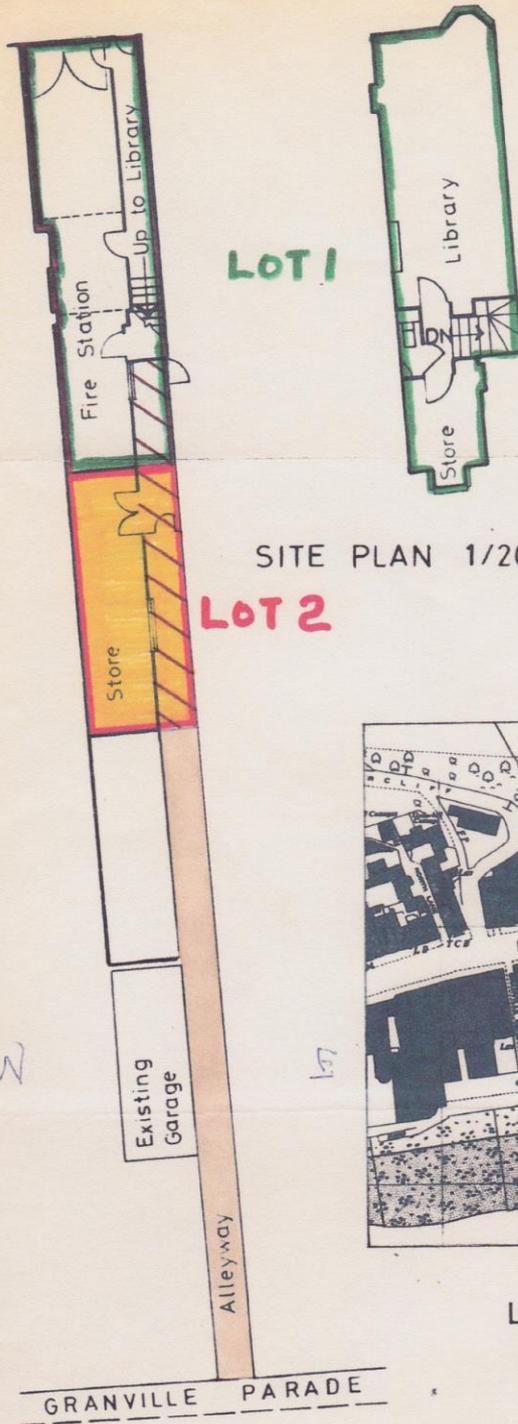
lessor shall be free to accept any other offer to purchase the building and the lessor further covenants with the Tenant that the Lessor will not at any time accept 'any offer for the purchase of the Building made by someone other than the Tenant without first offering to sell the same to the Tenant in accordance with the provisions of this clause

IN WITNESS whereof the parties hereto have hereunto set their hand and seal the day and year first before written The Common Seal of Sandgate Heritage) Trust Limited was hereunto affixed in)

the presence of:)

Director

Secretary

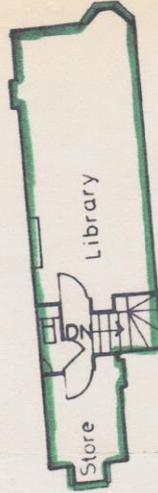


LOT 1

LOT 2

SITE PLAN 1/200

Ground Floor

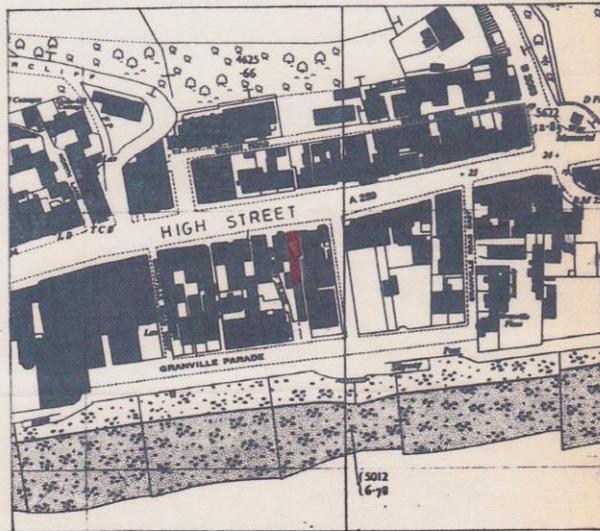


First Floor

LOT 1 Premises + land offered to Sandgate Society verged

NB Each lot has a right of way over the other lot as shown hatched brown. Also both lots have a right of way over adjoining land coloured brown.

LOT 2 Store + land offered to Whitbread Fremlin verged - coloured



LOCATION PLAN 1/2500

KENT COUNTY COUNCIL

SHEPWAY DISTRICT

Sandgate Branch Library,
51 High Street,
Sandgate.

J.R. Hoyle, F.R.I.C.S.,
County Estates Officer & Valuer,
Springfield,
Maidstone.
TEL. 671411.

DRAWN	CHECKED	DATE	SCALE
DB	CC	9-3-82	1/200 & 1/2500

DRAWING NO
TR 2035/3b