

DATED

6th May

1994

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF BROMLEY

- and -

BIGGIN HILL AIRPORT LIMITED

---

COUNTERPART  
LEASE

relating to Biggin Hill Airport

---

1643

Walter Million  
Borough Secretary  
London Borough of Bromley  
Bromley Civic Centre  
Stockwell Close  
Bromley BR1 3UH

Ref: L32 22/1/17/1

L43\_LANDLORD

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H M LAND REGISTRY  
LAND REGISTRATION ACTS 1925 to 1986



LEASE OF WHOLE

London Borough

- Bromley

Title Numbers

- SGL179806, SGL289620

Property

- Biggin Hill Airport

DATE

- 6th May 1994

1 Particulars

1.1:1 the Landlord

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF BROMLEY of Bromley Civic  
Centre Stockwell Close Bromley BR1 3UH

1.1:2 the Tenant

BIGGIN HILL AIRPORT LIMITED  
(Company Registration No 2891822) whose  
registered office is situate at

~~64 Queen Street London EC4R 1AD~~

20 BLACK FRIARS LANE  
LONDON EC4V 6HD

1.2 the Premises

ALL THAT land and buildings and each and  
every part thereof including surfaced  
areas together with the appurtenances

fixtures and fittings except tenants trade fixtures and fittings together with the Buildings and each and every part thereof (including plate glass in the windows) now or hereafter erected or in the course of erection thereon or on any part thereof together with all additions alterations and improvements together with the entire thickness of all walls and fences forming the boundaries of the premises all sewers drains pipes channels watercourses cables and wires solely serving the Premises known as Biggin Hill Airport shown edged red on the Plan for the purpose of identification only together with such estate right and interest as the Landlord may have in the land shown edged blue on the Plan

- 1.3 Contractual Term 125 years from and including the  
7<sup>th</sup> day of May 1994
- 1.4 Term Commencement Date 7<sup>th</sup> day of May 1994
- 1.5 Rent Commencement Date the 7<sup>th</sup> day of May 1994

1.6 Rent

FIRSTLY £50,000 (FIFTY THOUSAND POUNDS) for the first year of the Term and in each succeeding year of the Term the greater of the amount payable in the immediately previous year and the sum of £50,000 multiplied by the Index of Retail Prices maintained by the Department of the Environment on February immediately preceding the end of each year and divided by the amount of the said Index on February 1994 namely 142.1 (hereinafter referred to as "the Base Rent") and

SECONDLY an additional yearly rent (hereinafter referred to as "the Additional Yearly Rent") equal to whichever is the higher of the following amounts namely:-

(i) the Turnover Rent calculated in accordance with the provisions of the First Schedule and

(ii) the Net Profits Rent calculated in accordance with the provisions of the Second Schedule

in each Turnover Year (as defined in the First Schedule)

1.7 Interest Rate

3% per year above the base lending rate of National Westminster Bank PLC or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate in writing

1.8 Permitted User

Airport providing facilities for business aviation flight training and private flying and other airport and aviation related uses (including one air fair or one air display in each year of the Term or such greater number as may have been previously approved in writing by the Landlord (such approval not to be unreasonably withheld) )

1.9 the Airport

Biggin Hill Airport

1.10 the Airport Licences

All necessary Licences and permissions from the Civil Aviation Authority and all other relevant competent authorities to manage and operate the Airport and to levy charges on Airport operators and in respect of passengers whether under the Airports Act 1986 the Civil Aviation Acts or otherwise

- 2.6 "Interest" means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in clause 1.7 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Independent Surveyor acting as an expert and not as an arbitrator
- 2.7 "the 1954 Act" means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of clause 3.10
- 2.8 "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and any other ancillary apparatus which are in on or under or which exclusively serve the Premises
- 2.9 "the Plan" means the plan annexed to this lease
- 2.10 "the Planning Acts" means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of clause 3.10
- 2.11 "the Operating Criteria" means the matters set out in the Third Schedule or such variations or amendments thereto as may from time to time be agreed by the Landlord (such agreement not to be unreasonably withheld) Provided that should the Tenant consider that the Landlord (meaning in this proviso only The Mayor and Burgesses of the London Borough of Bromley) is unreasonably withholding its agreement the Tenant may refer the matter to arbitration and the arbitrator shall in reaching his decision consider whether the Landlord has taken into account matters which it ought not to have taken into account or conversely has refused to take into account or neglected to take account of matters which it ought to have taken into account and shall consider whether the decision of the Landlord to refuse its approval is so unreasonable that no reasonable local authority would have refused its approval



## 2 Definitions

- 2.1 For all purposes of this lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 "Buildings" means the building or buildings now or at any time during the Term erected on the whole or part of the Premises
- 2.3 "Full Replacement Cost" means the costs (including the cost of shoring up demolition and site clearance Architects Surveyors and other professional fees and Value Added Tax where applicable) which would be likely to be incurred in reinstating the Premises in accordance with the requirements of this Lease at the time when such reinstatement is likely to take place having regard to all relevant factors including any increases in building costs expected or anticipated to take place at any time up to the date upon which the Premises shall be fully rebuilt or reinstated
- 2.4 "Insured Risks" means risks in respect of loss or damage by fire lightning earthquake explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom riot or civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles and such other insurable risks or insurance as the Tenant may from time to time require or as the Landlord may reasonably require subject to such exclusions and limitations as are imposed by the Insurers and subject also to the necessary insurance cover being obtainable from a reputable insurance company on the insurance market Provided always that if the cost of insuring against a particular risk is commercially unacceptable to the Tenant the Tenant may with the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) cease to insure against such risk
- 2.5 "Insurers" shall mean such reputable insurance company or underwriters as the Landlord may from time to time approve such approval not to be unreasonably withheld or delayed



- 2.12 "Surveyor" means any person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this lease (including an employee of the Landlord and including also the person or firm appointed by the Landlord to collect the Rent)
- 2.13 "Independent Surveyor" means any person or firm appointed by agreement between the parties or (in the absence of agreement within 14 days of one party giving notice to the other of its nomination or nominations) nominated by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant to perform the functions of the Independent Surveyor under this lease and who shall (unless otherwise expressly stated) act as an arbitrator under the Arbitration Acts 1950 to 1979
- 2.14 "the Quarterly Payment Days" means the first day of April the first day of July the first day of October and the first day of January in the first five years of the Term
- 2.15 "Group Undertaking" shall have the same definition as it has in Section 259(5) of the Companies Act 1985 (as amended)
- 2.16 "Environment" means all or any of the following media namely air water (including surface water ground water inland waters coastal waters and the water within any pipes or sewers) land (including surface land and sub-surface strata and flora and fauna) and the medium of air includes the air within any natural or manmade structure whether above or below the ground
- 2.17 "Hazardous Materials" means any and all materials or substances of any form whether natural or artificial solid or liquid gas or vapour or any mixture thereof which (1) are or may be harmful or prejudicial to the Environment or the health of any human or other living organism including without limitation any noxious toxic offensive hazardous infectious or radioactive substances genetically modified organisms gases or wastes (including special wastes) and any oils petroleum or petroleum products

electricity or heat and/or (2) are the subject of or regulated under any European Union legislation having direct effect in the United Kingdom or any United Kingdom legislation which relates to the protection or pollution of the environment or public health and safety

2.18 "Governmental Directive" means any notice order instruction decree action injunction award judgment settlement agreement requirement or demand issued or obtained or made to or upon the Tenant by any court or any regulatory authority in the proper exercise of its powers and duties pursuant to or based on any environmental or public health and safety laws

### 3 Interpretation

3.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioneer (and any superior landlords) at any time

3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

3.4 The expression "the Term" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law

3.5 References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term

- 3.6 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Tenant is aware that such act or thing is being done
- 3.7 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by the Landlords relevant officer or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.8 The terms "the parties" or "party" mean the Landlord and/or the Tenant
- 3.9 "Development" has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.10 Any references to a specific statute include any statutory extension or modification and amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes
- 3.11 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 3.12 The clause paragraph and schedule headings and the table of contents do not form part of this lease and shall not be taken into account in its construction or interpretation
- 3.13 Any reference to "arbitration" in this Lease means arbitration in accordance with the Arbitration Acts 1950 to 1979 (or any statutory amendment or re-enactment of them) by an arbitrator to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party

#### 4 Demise

The Landlord demises to the Tenant the Premises EXCEPTING AND RESERVING to the Landlord the rights specified in the Fourth Schedule TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to (and where applicable with the benefit of) all rights easements privileges exceptions reservations restrictions covenants and stipulations of whatever nature affecting the Premises including any matters contained or referred to in the Fifth Schedule YIELDING AND PAYING to the Landlord:

- 4.1 The Base Rent yearly during the Contractual Term and proportionately for any fraction of a year payable without any deduction (i) during the first five years of the Term by equal quarterly payments in advance on the Quarterly Payment Days and (ii) during the remainder of the Term by one payment in advance on 1st April in each year of the Term the first such quarterly payment to be paid on the date of this lease in respect of the period from the date hereof to and including the day preceding the next Quarterly Payment Date
- 4.2 The Additional Yearly Rent at the times and in the manner specified in the First and Second Schedules

#### 5 The Tenant's covenants

The Tenant covenants with the Landlord:

##### 5.1 Rent

- 5.1:1 to pay the Rent on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold Rent or any right or claim to legal or equitable set-off
- 5.1:2 if so required in writing by the Landlord to make such payments of the Base Rent only by banker's order or credit transfer to any bank and

account in the United Kingdom that the Landlord may from time to time nominate

## 5.2 Outgoings and VAT

To pay and to indemnify the Landlord against:

5.2:1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the Rent or any other sums received by the Landlord under this Lease or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this lease

5.2:2 Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this lease or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment

## 5.3 Electricity, gas and other services consumed

To pay to the suppliers and to indemnify the Landlord against all charges for electricity gas and other services consumed or used at or in relation to the Premises (including meter rents)

## 5.4 Repair, cleaning, decoration etc

5.4:1 To repair (and in the case of Buildings or other facilities (including without prejudice to the generality of the foregoing runways) required for the purpose of operating the Airport where necessary replace and rebuild) the Premises and keep them in good and tenantable repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority Provided always that in relation to those parts of the Premises

which are subject to leases existing at the date hereof nothing in this Clause shall impose on the Tenant a greater liability to repair than is imposed on the occupational lessees under such leases or any renewals of such leases

5.4:2 To replace from time to time the Landlord's fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term

5.4:3 To keep the Premises in a reasonably neat and tidy condition

5.4:4 Not to cause any roads or pavements upon the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials

5.4:5 As often as may in the reasonable opinion of the Surveyor be necessary in order to maintain an acceptable standard of decorative finish and to preserve the Buildings and in the last year of the Term to redecorate the exterior of the Buildings in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor

5.4:6 Where the use of Pipes boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes or other things

#### 5.5 Waste and alterations

5.5:1 Not to commit any waste

5.5:2 Not to make any material alterations or additions of a structural nature to the Buildings and not to erect any new buildings without

5.5:2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents



5.5:2.2 making an application to the Landlord for its consent (not to be unreasonably withheld or delayed) supported by drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession

5.5:2.3 paying the reasonable fees of the Landlord and its professional advisers

5.5:2.4 entering into such covenants as the Landlord may reasonably require as to the execution of the works

## 5.6 Statutory obligations

5.6:1 At the Tenant's own expense to execute or procure the execution of all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department, local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.6:2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.6:3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on on the Premises

## 5.7 Access of Landlord and notice to repair

5.7:1 To permit the Landlord (subject to the Landlord giving reasonable prior written notice of such entry (except in case of emergency) and complying with the reasonable requirements of the Tenant as to the manner and time of such entry)

- 5.7.1:1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed
- 5.7.1.2 to view the state of repair and condition of the Premises and
- 5.7.1.3 to give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant as soon as practicable to execute the same
- 5.7.2 Within one month or such longer period as may be reasonable in the circumstances from receipt of such notice to repair cleanse maintain and paint the Premises as required by such notice
- 5.7.3 If within two months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period of time thereafter to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses reasonably and properly incurred by the Landlord (including legal costs and surveyor's fees) within 21 days of a written demand

## 5.8 Alienation

- 5.8:1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this lease) part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises
- 5.8:2 Not to assign or charge part only of the Premises
- 5.8:3 Not to assign (other than by way of charge) or underlet the whole of the Premises during the first five years of the Term the same being expressly prohibited Provided always that notwithstanding the provisions of this clause and subject always to the remaining provisions of this clause 5.8

the Tenant (in this clause 5.8.3 meaning Biggin Hill Airport Limited shall be permitted to assign this Lease (by way only of an assignment of the whole of the Premises) once only during the first five years of the Term if (but only if) the person to whom this Lease is to be assigned shall at the time that such assignment is effected be a member of the group (as defined in Section 42 of the Landlord and Tenant Act 1954 as originally enacted) of which the Tenant is a member for the time being

5.8:4 Without prejudice to clause 5.8.3 not to assign or underlet or charge the whole of the Premises without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) and not to underlet the Premises or any part or parts of the Premises for a term which expires after the expiration of the Contractual Term

5.8:5 Prior to any permitted assignment to procure that the assignee

5.8:5.1 enters into direct covenants with the Landlord to perform and observe all the Tenant's covenants and all other provisions contained in this lease during the residue of the Contractual Term whereupon the Landlord shall on the written request of the Tenant enter into a deed releasing the Tenant and any Guarantor of such Tenant from all future liability under this lease

5.8:5.2 (if the Landlord reasonably so requires in its absolute discretion)arranges and hands over to the Landlord before completion of the assignment a Tenant Performance Guarantee (in this clause referred to as "the Guarantee") in a form and by a guarantor approved by the Landlord at its absolute discretion the terms and conditions of which shall be as follows:-

- (a) the Guarantee shall specify a maximum amount of indemnity of not less than £185,000
- (b) a special endorsement shall be added to the Guarantee to ensure that any failure by the assignee to make payments to the Landlord

under or otherwise to comply with the provisions of the Agreement of even date herewith made between the Landlord of the one part and the Tenant of the other part relating to the Instrument Landing System at the Airport (in this clause referred to as "the ILS Agreement") is included within the definition of Default under the terms of the Guarantee with the intent that the Guarantee shall guarantee performance under the ILS Agreement in like manner as it will guarantee performance under this lease

- (c) the obligation on the part of the assignee to provide the Guarantee to the Landlord shall be for a maximum period of fifteen years from the date of this lease and the Guarantee shall be renewed for not less than one year periods up to the said maximum of fifteen years from the date of this lease and at the expense of the assignee
- (d) the Landlord shall before the expiry of each period of the Guarantee review the Landlord's requirement for the Guarantee and at its absolute discretion may determine whether having regard to the assignee's ability to meet its obligations to the Landlord for the foreseeable future the Guarantee need be renewed following the next expiry of the then current period of the Guarantee
- (e) on completion of the assignment the assignee shall pay into an interest-bearing bank account in the name of and to be administered by the Landlord the sum of £20,000 (hereinafter called "the Sum") The Sum shall be maintained in such account until the happening of one of the following events:-
  - (i) the expiry of the period of fifteen years from the date of this lease or

- (ii) the Landlord deciding as a result of a review of the Landlord's requirement for a Guarantee that the Guarantee is no longer required or
  - (iii) the assignee failing to renew the Guarantee as aforesaid before the expiry of the said period of fifteen years
- (f) on the occurrence of one or other of the events described in subparagraphs (e) (i) or (ii) hereof the Sum together with the accumulated interest thereon (subject to the deduction of any tax payable) shall be paid to the assignee
- (g) on the occurrence of the event described in sub-paragraph (e) (iii) hereof the Sum together with the accumulated interest thereon (subject to the deduction of any tax payable) shall be paid to the Landlord

5.8:5.3 enters into an Agreement with the Landlord containing identical terms as those contained in the ILS Agreement

5.8:6 On a permitted assignment to a limited company and if the Landlord shall reasonably so require to procure either that at least two directors of the company or some other guarantor or guarantors reasonably acceptable to the Landlord enter into direct covenants with the Landlord in the form of the Guarantor's covenants contained in clause 9 of this Lease with "the Assignee" substituted for "the Tenant" or such other form of security as shall be reasonably acceptable to the Landlord

5.8:7 That each and every permitted underlease of the whole of the Premises shall be granted containing provisions as to payment of rent and imposing covenants on such undertenant no less onerous than those on the part of the Tenant contained in this lease

5.8:8.1 Unless the Tenant has good commercial reasons so to do (having due regard at all times to its obligation to use best endeavours to maximise Gross Turnover) not to enter into any underletting of any part of the

Premises otherwise than at the best premium reasonably obtainable in the open market or at the highest rent reasonably obtainable in the open market for the part of the Premises in question (and for the avoidance of doubt the expression "rent" shall include a turnover rent)

5.8:8.2 Not to grant any underlease of any part of the Premises otherwise than upon terms that the use to which the grantee may put the premises in question is a use which is permitted under the terms of this lease

5.8:8.3 To ensure that the rent (if any) reserved in any underlease is reviewed at the times and otherwise in accordance with the terms thereof and to use all reasonable endeavours to enforce the performance and observance of the covenants of the part of the undertenant contained in any such underlease

5.8:8.4 (a) For the purposes only of calculating Gross Turnover if the Landlord reasonably considers that a tenant holding under this lease would not have entered into an underlease of part upon the financial terms therein contained the Landlord may notify the Tenant in writing of the amount of rent which it considers should have been receivable in the circumstances and for the purposes only of calculating Gross Turnover such alternative rent shall be deemed to be receivable in the relevant Turnover Year or Years

(b) Any dispute or difference between the parties hereto in relation to the operation of this clause 5.8.8.4 shall be determined by the Independent Surveyor

5.8:9 To use all reasonable endeavours to enforce the performance and observance by every permitted undertenant of the provisions of the underlease and not at any time either expressly or by implication to waive any material breach of the covenants or conditions on the part of any undertenant or assignee of any underlease and not to

vary a material term nor accept a surrender of any permitted underlease unless the Tenant has a good commercial reason for agreeing to do so

5.8:10 Prior to any permitted charge to procure that the chargee enters into a direct covenant with the Landlord that in the event of the Landlord serving written notice on the chargee in accordance with the proviso to Clause 8.1 of this Lease the chargee will ensure that the Airport is operated and kept open and that the Airport Licences are obtained and maintained by the Airport Manager in such a manner as to preclude the exercise of the options referred to in Clause 5.22:2 (d) of this lease during the period of sixty days referred to in the said proviso or (if earlier) until such date as the chargee notifies the Landlord in writing that it does not intend to pay the Rent or to remedy the breach of covenant in question

5.8:11 Within 28 days of any assignment charge underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor such deed or document or a certified copy of it and to pay the Landlord's solicitor's reasonable charges for the registration of every such document

#### 5.9 User Nuisance etc and residential restrictions

5.9:1 Not to use the Premises otherwise than for the Permitted User

5.9:2 Not knowingly to do nor knowingly allow to remain upon the Premises anything which may be or become or cause a nuisance injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises Provided always that the use of the premises as an airport in accordance with the provisions of this lease shall not of itself give rise to a breach of covenant



5.9:3 Not to use the Premises for a sale by auction (other than an auction for the sale of aircraft or aircraft parts) nor for any illegal or immoral act or purpose

5.9:4 Not to use the Premises as sleeping accommodation or for residential purposes unless such use is properly appurtenant to the Permitted User

**5.10 Landlord's costs**

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to or incidental to:

5.10:1 every application made by the Tenant for a consent or licence required by the provisions of this lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise

5.10:2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court and

5.10:3 the recovery or attempted recovery of arrears of Rent or other sums due from the Tenant and

5.10:4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

**5.11 The Planning Acts**

5.11:1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to



the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention during the Term

5.11:2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development

5.11:3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

5.11:4 Notwithstanding any consent which may be granted by the Landlord under this lease not to carry out or make any alteration or addition to the Premises or any change of use until all necessary permissions under the Planning Acts have been obtained

5.11:5 Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

5.11:5.1 any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted for any Development begun before the expiration of the Term and

5.11:5.2 any Development begun upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts

## 5.12 Plans, documents and information

5.12:1 If called upon to do so in writing to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this lease have been complied with

5.12:2 To supply the Landlord promptly on written request with copies of all reports received by the Tenant from the Civil Aviation Authority which in any way relate to the Airport

**5.13 Indemnities**

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.13:1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or

5.13:2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

**5.14 Encroachments**

To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

**5.15 Yield up**

At the expiration of the Term

5.15:1 to yield up the Premises in repair and in accordance with the terms of this lease

5.15:2 to give up all keys of the Premises to the Landlord and

**5.16 Interest on arrears**

5.16:1 If the Tenant shall fail to pay the Rent or any other sum due under this lease within 14 days of the date due whether formally demanded or not the

Tenant shall pay to the Landlord Interest on the Rent or other sum from the date when they were due to the date on which they are paid and such Interest shall be deemed to be Rent due to the Landlord

5.16:2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this lease

**5.17 Statutory notices etc**

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 working days of receipt by the Tenant and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order

**5.18 Sale of reversion etc**

To permit upon reasonable written notice and at reasonable times during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents and subject to such persons complying with all reasonable requirements as to such entry imposed by the Tenant

**5.19 Defective premises**

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Landlord pursuant to the Defective Premises

Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

**5.20 Landlord's rights**

To permit the Landlord at all reasonable times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this lease

**5.21 The Operating Criteria**

To observe and perform or procure observance and performance by its Airport Manager or others of the Operating Criteria and to supply the Landlord with all necessary information on a regular basis to enable the Landlord to monitor compliance with this obligation

**5.22 Indemnity Covenants**

5.22:1 During the Contractual Term and in so far as they relate to the Premises to observe and perform all of the covenants and other obligations on the part of the Landlord or otherwise binding on the Landlord which are contained or referred to in the entries mentioned in Part I of the Fifth Schedule and in the deeds and documents details of which appear in Part II of the Fifth Schedule and to keep the Landlord and its successors in title indemnified against all actions claims demands losses costs damages and liabilities whatsoever arising in respect thereof

5.22:2 During the Contractual Term to keep the Landlord and its successors in title to the freehold reversion in the Premises indemnified against all actions claims demands payments losses costs damages and liabilities whatsoever arising as a result of:-

- (a) any failure to operate or manage the Airport in a safe manner
- (b) any closure of the Airport whether temporary or permanent other than for reasons beyond its control

(c) any breach of contract or covenant committed or permitted by or on behalf of the Tenant giving rise to any claim by any lessee or sub-lessee or other occupier of any part of the Airport

(d) the exercise by lessees of the options contained in the specified clauses of the leases details of which appear in the Sixth Schedule

5.22:3 During the Contractual Term to keep the Landlord and its successors in title to the freehold reversion in the Premises indemnified in respect of all liabilities costs claims proceedings damages and expenses arising by reason of and in connection with any provision of Part I of the Land Compensation Act 1973 in respect of public works (as defined therein) completed on or at the Premises after the date of this lease

#### 5.23 Redevelopment Income

5.23:1 In this clause the following expressions shall have the following meanings:-

"Profits Certificate" means a certificate prepared by the Tenant of the Profit or Notional Profit from a Relevant Development

"Relevant Development" means Development involving the construction of a new building or refurbishment of an existing building on the Premises for a thirty party who has agreed to take an underlease of such building either at a premium or at a rack rent

"Development Expenditure" means the costs fees and other sums properly and reasonably paid or incurred by the Tenant and/or its Group

Undertakings in carrying out a Relevant Development and which shall (without prejudice to the generality of the foregoing) include:-

- (i) all sums payable to the Building Contractor
- (ii) the fees of the professional team appointed by the Developer
- (iii) planning and building regulation fees
- (iv) Site land contamination and other surveys and any expenditure incurred in decontaminating the Relevant Development site

- (v) insurance premiums
- (vi) interest paid on loans or other monies to finance or fund  
Development Expenditure
- (vii) irrecoverable value added tax on any items of Development  
Expenditure
- (viii) all costs incurred in relocating existing occupational tenants on  
the part of the Premises designated for the Relevant Development  
including (but without prejudice to the generality of the  
foregoing) any premium paid to such tenants for the surrender of  
their leasehold interests the cost of acquiring or refurbishing  
new premises for such tenants relocation costs and any rent-free  
periods or other inducements reasonably required to be paid in  
order to secure vacant possession of the relevant part of the  
Premises
- (ix) any rents or other income receivable from such existing  
occupational tenants which are foregone as a result of the Relevant  
Development save to the extent that such existing occupational  
tenants are relocated elsewhere within the Premises

"Profit" means such sum as represents the difference between the premium paid by such third party for its lease of the completed Relevant Development on the one hand and the aggregate of Development Expenditure on the other hand

"Notional Profit" means the difference between the Open Market Value of the completed Relevant Development on the one hand and the Development Expenditure on the other hand

"Open Market Value" means the value of the relevant building as at the date of practical completion of the Relevant Development on the basis of a willing vendor and a willing purchaser subject to and with the benefit of the occupational lease to the third party occupier and assuming that

the interest sold is a long leasehold interest for the residue of the Term of this lease (less 10 days) at a peppercorn rent

5.23:2 On each occasion that a Relevant Development occurs there shall be calculated by the Tenant the Profit or Notional Profit (as the case may be) and within 28 days of submission by the Tenant of the Profits Certificate or (if later) within 28 days of determination by the Independent Surveyor of the amount of Profit or Notional Profit the Tenant shall pay the Landlord 50% of such amount

5.23:3 If any underlessee or sub-underlessee of any part of the Premises shall pay to the Tenant a premium or increase in rent in consideration of a consent in writing given by the Tenant pursuant to the terms of the relevant occupational underlease enabling such underlessee to construct a new building or refurbish an existing building on the Premises the Tenant shall pay the Landlord 50% of the premium or increase in rent as the case may be

5.23:4 The Tenant's maximum liability in aggregate to the Landlord under this clause shall be the sum of ONE MILLION FIVE HUNDRED THOUSAND POUNDS (£1,500,000) and for the avoidance of doubt any sums payable by the Tenant to the Landlord under this clause 5.23 shall not form part of the Gross Turnover

5.23:5 If any dispute or difference shall arise between the parties hereto as to the calculation of Profit or Notional Profit such dispute or difference shall be referred on the application of either party to the Independent Surveyor

#### 5.24 Operate/Keep Open the Airport

Unless prevented from so doing by an Act of God or force majeure to operate and keep open the Airport and hold and maintain the Airport Licences or procure that the same are obtained held and maintained by the Tenant's Airport Manager



**5.25 Release of Name**

Forthwith upon determination of this Lease pursuant to clause 8.1 hereof the Tenant (here meaning Biggin Hill Airport Limited) shall change its name to enable the name "Biggin Hill Airport Limited" to be released and used by the Landlord for the future management of the Airport

**5.26 Management of the Airport by the Tenant**

During the Term the Tenant (here meaning Biggin Hill Airport Limited) will only carry on the business of operating and managing the Airport

**6 The Landlord's Covenants**

**6.1 Quiet Enjoyment**

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

**6.2 Pollution Indemnity**

6.2:1 Notwithstanding any other provisions of this lease the Landlord covenants to indemnify reimburse and hold harmless the Tenant together with its directors officers and employees from and against all costs (including but not limited to clean-up costs remedial costs and investigative costs including the cost of sampling monitoring or analysing any pollution or contamination of the Environment and obtaining expert technical and legal advice in relation thereto) expenses losses (including consequential losses) damages liabilities fines and penalties ("Environmental Liabilities") asserted against paid incurred suffered or sustained hereafter by the Tenant which arise directly or indirectly by reason of or in connection with any remedial or clean-up work undertaken by the Tenant whether in response to:

6.2:1.1 a Governmental Directive or

6.2:1.2 a third party claim or



6.2:1.3 in those circumstances where the pollution was such that it would have enabled a regulatory authority to have required some form of remedial or clean-up work to be undertaken had it had knowledge of the polluting event at any time within the Term

in either case as a result of the presence in or effect on the Environment or human health of any past present or threatened emission discharge spillage escape leaching deposit release disposal or continuing migration whether accidental or otherwise of any Hazardous Materials at on or under the Premises or any other third party land which had migrated from the Premises as a consequence of any events activities conditions phenomena occurrences or states of affairs at the Premises which are in existence at the date of the lease or attributable to the previous activities or operations of the Landlord or any previous owner or occupier of the Premises

6.2:2 If at any time within the Term the Tenant becomes aware of any fact matter event or circumstance whereby it appears that the Tenant either is or may become entitled to make a claim under the indemnity referred to in clause 6.2:1 above the Tenant shall as soon as practicable provide the Landlord with notice of such facts matters events conditions or circumstances Such notice shall be in writing and shall wherever possible be accompanied by copies of any relevant environmental or engineering reports or a copy of a Governmental Directive or third party claim together with all related communications and shall not make any admissions of liability agreement or compromise with any person body or authority in respect of any actual or potential Environmental Liability without prior consultation with and the prior written agreement of the Landlord such agreement not to be unreasonably withheld or delayed save that nothing contained in this clause 6.2 shall prevent the Tenant from undertaking such remedial or clean-up work as it deems fit or appropriate in order to mitigate its

Environmental Liabilities (without prejudice to any claim it may pursue under the terms of the indemnity in clause 6.2:1) where any delay in obtaining such approval would or would be likely either to place the Tenant in breach of any environmental or public health and safety laws or alternatively where any delay or inactivity would increase the likelihood of serious harm or damage to the Environment or human health the Premises or any third party property

6.2:3 Upon receipt of any such written notice by the Landlord the parties shall within 14 working days thereafter meet to discuss the notice and shall endeavour in good faith to reach agreement as to whether the facts matters events or circumstances described in the notice establish the existence of a valid claim under the indemnity in clause 6.2:1 and the course of action to be adopted

6.2:4 If within a further period of 14 working days the Landlord agrees that the notice served by the Tenant constitutes a valid claim under the indemnity then the Landlord shall have the sole and exclusive right to undertake such remedial or clean-up work as may be required to satisfy any such claim

6.2:5 If the Landlord does not believe that the facts matters events and circumstances described in the notice constitute a bona fide claim under the indemnity then within 14 working days of the receipt of the notice the Landlord shall submit to the Tenant a written objection to the notice specifying the basis for objection If the Landlord fails to submit an objection as required by this sub-clause the Landlord shall be deemed to have agreed to the basis of the claim described in the notice and shall commence such remedial or clean-up works within 30 working days of the receipt of the notice

6.2:6 If within 14 working days of the filing of an objection the parties are unable to agree the extent of the Landlord's obligation to undertake

clean-up or remedial work under this indemnity or are unable to agree whether inter alia:

6.2:6.1 any claim under the indemnity is attributable to the presence of Hazardous Materials which were located at on or under the Premises on or prior to the commencement of the Term or

6.2:6.2 the physical condition of the Premises or any third party land which has been affected by Hazardous Materials which have migrated from the Premises is such that it would have enabled a regulatory authority to have required some form of remedial or clean-up work to be undertaken had it had knowledge of the polluting event at any time within the Term

then the parties shall jointly select an independent expert to determine the matter. The independent expert (the costs of whom shall be borne equally between the parties) shall be qualified in aspects of the Environment relevant to the claim in question having at least 10 years relevant experience. If the parties cannot agree on an independent expert the parties shall apply to the President for the time being of the Royal Institute of Chartered Surveyors who shall determine the appointment of an independent expert. Such expert shall act as an expert and not as an arbitrator whose decision shall be final and binding. Unless the parties agree otherwise the independent expert shall be required to determine any such claim no more than 60 days after the date on which he was retained.

6.2:7 In respect of the matters referred to in clause 6.2:6 above the independent expert shall determine inter alia

6.2:7.1 whether the facts, matters, conditions or circumstances identified in the notice (including those which may relate to a Governmental Directive or third party claim) relate to the existence of Hazardous Materials which were present on the Premises on or before the Term Commencement Date

6.2:7.2 whether in the absence of any Governmental Directive or third party claim that the physical condition of the Premises or any third party land (which has been affected by the migration of Hazardous Materials from the Premises) is such that a regulatory authority would have required any remedial or clean-up work to have been undertaken at any time within the Term had it had knowledge of the polluting event or physical condition of any affected land at that date

6.2:8 In the event that it is determined whether by agreement or by expert determination that the Tenant has a valid claim under a notice in respect of an actual or potential Environmental Liability insofar as it relates to the performance of any remedial or clean-up work then the Landlord shall have the right to control any such clean-up work for which the Landlord is responsible hereunder to negotiate with the regulatory authorities and/or third parties concerning the nature of such clean-up work and to reach agreement with such regulatory authorities and/or third parties concerning the scope nature timetable and details of the implementation of any clean-up work PROVIDED THAT:-

6.2:8.1 the Tenant shall have the right to review comment upon and approve (such approval not to be unreasonably withheld or delayed) any report or work plan prepared by or on behalf of the Landlord and in the case where the Landlord proposes to submit any such report or work plan to any regulatory authority or third party regarding the scope timescale for implementation and nature of any clean-up work required under any of the circumstances referred to in clause 6.2:1 the Landlord shall provide the Tenant with a draft of any such report or work plan at least 5 working days prior to the date on which the report or work plan must be finalised The Landlord shall not submit any final report or work plan to any regulatory authority or third party without the

written approval of the Tenant (such approval not be unreasonably withheld or delayed)

- 6.2:8.2 the Landlord shall at its own expense provide the Tenant with final copies of all reports work plans and other documents received from or provided to any regulatory authority or third party
- 6.2:8.3 if any portion of the Premises is damaged or destroyed by the Landlord in the course of performing any clean-up work the Landlord will restore the Premises to the same state and condition it was in prior to the commencement of any work or reimburse the Tenant for the proper and reasonable cost of so doing
- 6.2:8.4 if the Landlord shall fail to carry out and complete any clean-up work for which it is liable in accordance with the terms of this clause 6.2 the Tenant shall be entitled to undertake such clean-up work and to recover the cost of so doing from the Landlord The Landlord shall be responsible for any Environmental Liabilities incurred or suffered by the Tenant as a result of the Landlord's failure to carry out and complete any such clean-up works in accordance with this clause 6.2
- 6.2:9 The Landlord and its engineers agents and employees shall have reasonable access to the Premises for the purposes of undertaking any clean-up work and the Tenant shall direct its employees to provide reasonable co-operation to the Landlord in carrying out any work required or deemed necessary or advisable by the Landlord hereunder provided that the Landlord shall conduct such work so as to minimise to the extent reasonably possible interference with the Tenant's business The terms of the Landlord's access to the Premises shall be agreed by the parties as necessary and any delay in the performance of any clean-up work resulting from the good faith efforts by the parties to negotiate such access shall not diminish the Landlord's obligations under this clause

### 6.3 Land Compensation Act Indemnity

During the Contractual Term to keep the Tenant indemnified in respect of all liabilities costs claims proceedings damages and expenses arising by reason of and in connection with any provision of Part I of the Land Compensation Act 1973 in respect of public works (as defined therein) completed on or at the Premises prior to the date of this lease

## 7 Insurance

- 7.1 The Tenant shall effect and at all times maintain policies of insurance to provide adequate cover against all such risks against which the Tenant is obliged by law to insure or required or recommended by the Civil Aviation Authority to insure (including without prejudice to the generality of the foregoing all risks relating to the Tenant's use of the ex-RAF taxiway at the West Camp) and shall also maintain adequate policies of insurance in joint names to cover the Tenant's and the Landlord's liability to third parties in such amounts as may be agreed between the Landlord and the Tenant (such agreement on the part of each of them not to be unreasonably withheld) and shall maintain such other policies of insurance which it is prudent to effect and maintain in accordance with good practice prevailing in businesses of similar kinds to that carried out upon the Premises and on demand will produce to the Landlord the policy or a certified copy of the policy (or certified details if a block policy) and evidence of payment of the premium therefor and will use its best endeavours to secure that the interest of the Landlord is endorsed on such policy
- 7.2:1 The Tenant will at all times until the expiry or sooner determination of this lease insure or cause to be insured and keep fully insured (or cause to be kept fully insured) the Premises in their Full Replacement Cost (including all professional fees and the cost of any work which may be required by or by virtue of any Act of Parliament) against loss or damage by the Insured Risks and three years loss of the Base Rent with the

Insurer and will make (or cause to be made) all payments necessary for that purpose within a reasonable time after the same shall become due and on demand once each year produce to the Landlord the policy or a certified copy of the policy (or certified details thereof if a block policy) and evidence of payment of the last premium due and will further use its best endeavours to secure that the interest of the Landlord is endorsed on such policy

7.2:2 In the event of destruction or damage to the Premises or any part thereof by any of the Insured Risks but subject to all planning byelaw or other consents or permissions necessary to enable the Tenant so to do the Tenant will apply (or cause to be applied) all monies received in respect thereof towards rebuilding and reinstating the Premises or the relevant part or parts thereof as soon as reasonably practicable or towards the provision of such alternative Buildings or other facilities as may first have been approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed)

7.3 The Tenant hereby undertakes with the Landlord not knowingly to do suffer or permit to be done anything whereby any policy or policies of insurance arranged by the parties may become void or voidable

7.4 The Tenant covenants with the Landlord

7.4:1 to comply with all the reasonable requirements of the Insurers

7.4:2 not to do knowingly permit or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part

7.4:3 to keep the Premises or cause the Premises to be kept supplied with such fire fighting equipment as the Insurers and the relevant fire authority may require and to maintain or cause to be maintained such equipment to their satisfaction and in efficient working order and to cause any sprinkler system and other fire fighting equipment to be inspected by a



competent person in accordance with the frequency recommended by the fire authority

7.4:4 not to obstruct or permit to be obstructed the access to any fire equipment or the means of escape from the Premises nor to lock or permit to be locked any fire door while the Premises are occupied

7.4:5 to give notice to the Landlord immediately upon the happening of any material event which might affect any insurance policy on or relating to the Premises

## 8 Provisos

### 8.1 Re-entry

If and whenever during the Term:

8.1:1 the Rent (or any of them or any part of them) under this lease are outstanding for 30 days after becoming due whether formally demanded or not or

8.1:2 there is a material breach by the Tenant of any covenant or other term of this lease

8.1:3 the Tenant fails to obtain and maintain and hold the Airport Licences

8.1:4 the Airport ceases for any reason (other than by virtue of an Act of God or force majeure) to be used as an Airport

8.1:5 there is a breach of clause 12 of this Lease

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to the provisions contained in clause 10 of this lease which shall remain fully enforceable or to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made) Provided always that if at the time that the Landlord proposes to re-enter the Premises there is in existence a charge created



by the Tenant over the Premises and which has been duly approved by the Landlord and registered under the provisions of clause 5.8 of this lease the Landlord shall prior to any re-entry under this clause 8.1 first serve written notice on such mortgagee affording such mortgagee a reasonable period of time (being not less than 30 days in the case of non-payment of the Rent and 60 days in the case of a breach of covenant) to pay the Rent or to procure the remedying of the breach of covenant in question

**8.2 Exclusion of use warranty**

Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this lease (or any purpose subsequently authorised)

**8.3 Entire understanding**

This lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this lease

**8.4 Representations**

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease

**8.5 Tenant's property**

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 7 working days after being requested in writing by the Landlord to do so or if after using its best endeavours the Landlord is unable to make such a request to the Tenant within 14 working days from the first attempt so made by the Landlord:

- 8.5:1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant
- 8.5:2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within 6 months of the date upon which the Tenant vacated the Premises and
- 8.5:3 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

#### 8.6 Service of notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

- 8.6:1 the final words of Section 196(4) "... and that service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted" "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday
- 8.6:2 any notice or document shall also be sufficiently served if sent by telex telephone facsimile transmission or any other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day (as defined above)

### The Guarantor's Covenants

The Guarantor (if any) covenants with the person named in clause 1.1:1 and without the need for any express assignment with all its successors in title that:

9.1 Whilst this lease is vested in the Tenant the said Tenant shall punctually pay the Rent and observe and perform the covenants and other terms of this lease and if at any time whilst this lease is vested in the said Tenant the Tenant shall make any default in payment of the Rent or in observing or performing any of the covenants or other terms of this lease the Guarantor will pay the Rent and observe or perform the covenants or terms in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:

9.1:1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the Rent or the observance or performance of the covenants or other terms of this lease or any refusal by the Landlord to accept Rent tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises

9.1:2 that the terms of this lease may have been varied by agreement between the parties

9.1:3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and

9.1:4 any other act or thing by which but for this provision the Guarantor would have been released

9.2 If at any time during the Term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this lease the Guarantor shall if the Landlord shall by notice within 60 days after such disclaimer so require take from the Landlord a lease of the Premises for the residue of the Contractual Term which would have remained had there been no disclaimer at the Rent then being paid under this lease and subject to the same covenants and terms as in this lease such new lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Landlord a counterpart of it

9.3 If this lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 9.2 the Guarantor shall pay to the Landlord on demand an amount equal to the Rent for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

9.3:1 the date 6 months after such disclaimer and

9.3:2 the date (if any) upon which the Premises are relet

**10 Landlord's option to purchase adjacent land of the Tenant**

10.1 In this clause 10 the following expressions shall unless the context otherwise requires have the following meanings respectively:-

10.1:1 "the Prescribed Period" means the period of 21 years from the date of this lease

10.1:2 "the Option" means the Landlord's option referred to in clause 10.2

10.1:3 "the said Property" means all or any freehold interest which the Tenant may have in any land adjoining or adjacent to the Airport (purchased by

the Tenant for the operation of the Airport) as at the date the Option is exercised by the Landlord

10.1:4 "the Purchase Price" means the amount calculated and determined in accordance with the provisions in clause 10.3.5

10.1:5 "the Market Value" means the amount which could reasonably be expected to be realised in the open market on a sale of the said Property upon the terms set out in this clause as between a willing vendor and a willing purchaser with the benefit of such planning consents as exist

10.1:6 "Working Day" means any day from Friday to Monday inclusive which is not Christmas Day Good Friday or a statutory bank holiday and "Working Days" shall be construed accordingly

10.1:7 "the General Conditions" means the Standard Conditions of Sale (2nd Edition)

10.2 In the event of termination of this lease for any reason whatsoever within the Prescribed Period the Landlord shall have the option of purchasing the said Property

10.3 The Option shall be exercised as follows:

10.3:1 The Tenant shall forthwith upon termination of the lease by notice in writing offer to sell the said Property to the Landlord subject to all rights easements encumbrances and tenancies then affecting the same

10.3:2 If the Landlord shall within the period of 3 months after such offer is made or within the Prescribed Period (whichever is the shorter) accept in writing such offer the Tenant shall sell the said Property to the Landlord upon the terms hereinafter mentioned

10.3:3 If such offer shall be declined or shall be determined by lapse of time as aforesaid the Tenant may thereafter sell or dispose of the said Property as it may think fit

10.3:4 For all purposes connected with the Option (save as hereinafter mentioned) time shall be of the essence of the contract

- 10.3:5 The Purchase Price to be paid by the Landlord for the said Property shall be a sum equal to the Market Value of the said Property at the date of termination of this lease Provided that if the parties cannot agree upon such sum within one month of such date the amount of the Market Value shall be determined by the Independent Surveyor
- 10.3:6 The date for completion of the sale pursuant to the exercise of the Option shall unless otherwise agreed in writing be the first Working Day after the expiration of ten Working Days after the Purchase Price has been agreed or determined in accordance with the terms and conditions of clause 10.3:5
- 10.3:7 A deposit of 10% of the Purchase Price shall be paid upon the expiration of ten Working Days after the date on which the Purchase Price is agreed or determined in accordance with the provisions set out in clause 10.3.5 such deposit to be paid to the solicitors acting for the Landlord as stakeholders by means of cash or telegraphic or other direct transfer bankers draft or a building society or bank guaranteed cheque or a cheque drawn on a solicitor's client account
- 10.3:8 The Tenant shall sell as beneficial owner or trustee or mortgagee or personal representative according to the capacity in which the Tenant holds the said Property at the date on which the Option is exercised
- 10.3:9 The title of the Tenant to the said Property shall be deduced and the Landlord shall be at liberty to raise such requisitions as it shall reasonably think fit
- 10.3:10 The General Conditions shall apply to this clause 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
- 10.3:11.1 If the Purchase Price shall be determined by the Independent Surveyor in accordance with the provisions of 10:3.5 then within the period of 28 days from the date that such determination is made the Landlord

shall have the right by serving written notice upon the Tenant to determine the contract then subsisting for the sale of the said Property whereupon the same shall cease and determine but without prejudice to the rights of either party in relation to any antecedent claim for breach of the terms or conditions of this clause and the Landlord shall pay any reasonable costs of the reference to the Independent Surveyor

10.3:11.2 In the event of notice of such determination being given by the Landlord this clause 10 and everything contained in it shall cease and determine and the Landlord shall forthwith effect a cancellation of any entry notice or caution which it may have made under the Land Charges Act 1972 or the Land Registration Act 1925 (or any enactments amending or replacing them) in respect of its rights under this clause 10

10.3:12 If the Landlord serves notice in accordance with clause 10:3.11 the Tenant may deal with or dispose of the said Property free in all respects of the right of the Landlord who shall forthwith effect the cancellation of any entry which he may have made under the Land Charges Act 1972 or the Land Registration Act 1925 (or any enactments amending or replacing them) in respect of its rights under this clause

## 11 Tenant's Right of Pre-Emption

11.1 In this clause 11 only the following expressions shall unless the context otherwise requires have the following meanings respectively:

11.1:1 "the Vendor" means the Mayor and Burgesses of the London Borough of Bromley

11.1:2 "the Purchaser" means Regional Airports Limited

11.1:3 "the Right of Pre-Emption" means the right to purchase the Premises which is exercisable by the Purchaser in the circumstances set out in clause 11:2



- 11.1:4. "the Vendors Notice" means the notice served by the Vendor pursuant to clause 11:3
- 11.1:5 "the Purchase Price" means the amount calculated and determined in accordance with the provisions of clause 11:14
- 11.1:6 "the Interest Rate" shall have the same meaning as that defined in clause 1.7
- 11.1:7 "the General Conditions" means the Standard Conditions of Sale (2nd Edition)
- 11.1:8 "Working Day" means any day from Monday to Friday inclusive which is not Christmas Day Good Friday or a statutory bank holiday and "Working Days" shall be construed accordingly
- 11.1:9 "the Market Value" means the amount which could reasonably be expected to be realised in the open market on a sale of the freehold reversion of the Premises subject to and with the benefit of this lease upon the terms set out in this clause 11 as between a willing vendor and a willing purchaser and with the benefit of such planning consents as exist
- 11.2 The Purchaser shall have the right to purchase the Vendor's said interest in the Premises if the Vendor shall desire to sell or otherwise dispose of the Premises within the Contractual Term
- 11.3 The Vendor shall give written notice to the Purchaser of its desire to sell or otherwise dispose of the Premises and the Purchaser shall be at liberty within one month of the receipt of such notice to exercise the Right of Pre-Emption on the terms and conditions of this clause
- 11.4 The Right of Pre-Emption shall be exercisable by notice in writing to the Vendor at any time within one month from receipt of the Vendor's Notice and if the same shall be exercised the Vendor shall sell the Premises to the Purchaser for the said estate at the Purchase Price



- 11.5 The date for completion of the sale pursuant to the exercise of the Right of Pre-Emption shall unless otherwise agreed in writing be the first Working Day after the expiration of ten Working Days after the Purchase Price has been agreed or determined in accordance with the terms and conditions of clause 11:14
- 11.6 A deposit of 10% of the Purchase Price shall be paid upon the expiration of ten Working Days after the date on which the Purchase Price is agreed or determined in accordance with the provisions set out in clause 11:14 such deposit to be paid to the solicitors acting for the Vendor as agents for the Vendor by means of cash or telegraphic or other direct transfer bankers draft or a building society or bank guaranteed cheque or a cheque drawn on a solicitor's client account
- 11.7 The Vendor shall sell as beneficial owner or trustee or mortgagee or personal representative according to the capacity in which the Vendor holds the Premises at the date on which the Right of Pre-Emption is exercised
- 11.8 The title of the Vendor to the Premises has been deduced prior to the date of this lease and the Purchaser shall not be entitled to raise any requisition on or objection to it otherwise than in respect of matters arising or disclosed after the date of this lease
- 11.9 The Premises will be sold subject to and with the benefit of the matters specified in the Fifth Schedule and any other matters disclosed by the Vendor to the Purchaser after the date of this lease
- 11.10 The General Conditions shall apply to this clause so far as they are applicable to a sale of private treaty and are not varied by or inconsistent with the terms of this clause
- 11.11 This clause is personal to the Purchaser and shall not be capable of assignment nor shall the Vendor be required to transfer the Premises to anyone other than the Purchaser

- 11.12 If the Purchaser does not exercise the Right of Pre-Emption within the time prescribed by clause 11:4 the Vendor may deal with or dispose of the Premises free in all respects of the right of the Purchaser who shall forthwith effect the cancellation of any entry which the Purchaser may have made under the Land Charges Act 1972 or the Land Registration Act 1925 (or any enactments amending or replacing them) in respect of its rights under this clause 11
- 11.13 If the Right of Pre-Emption shall not be protected by registration of a notice under the Land Registration Act 1925 Section 49(i) within 21 days of the date of this Lease then this clause 11 and everything contained in it shall cease and determine and neither of the parties to this Lease shall have any right of action whether for damages or otherwise against the other and the Vendor undertakes to deposit the Vendor's Land Certificates and do all things necessary to enable a notice under the Land Registration Act 1925 Section 49(i) to be registered
- 11.14:1 The Purchase Price shall be a sum equal to the Market Value at the date that the Purchaser serves notice upon the Vendor to exercise the Right of Pre-Emption
- 11.14:2 The amount of the Market Value shall if the parties cannot agree within one month of the date that the Purchaser serves notice exercising the Right of Pre-Emption be determined by the Independent Surveyor
- 11.15 If within 21 years of having purchased the freehold interest in the Premises in accordance with the provisions contained in this clause 11 the Purchaser wishes to sell or otherwise dispose of the same the Vendor shall have the right to re-purchase the Premises upon the same terms and conditions as are contained in clauses 11:1 to 11:15 (inclusive)

12. Sale of Tenant

No sale of the Tenant (here meaning Biggin Hill Airport Limited) by its Group Undertakings shall take place without the prior consent of the Landlord such consent not to be unreasonably withheld

IN WITNESS of which this deed has been executed the day and year first above written

FIRST SCHEDULE

PART 1

Turnover Rent

1. Definitions

In this Schedule the following expressions shall have the following meanings:-

1.1 "Fuel Margin" means the gross income from the sale of fuel oils and/or lubricants less the costs of purchase of such fuel oils and/or lubricants

1.2 "Turnover Year" means either:

(a) each complete year of the Term (ending on but including the <sup>6th</sup> day of <sup>May</sup> in each year of the Term) calculated (in the case of the First Turnover Year) from and including the Term Commencement Date and (in respect of each subsequent Turnover Year) from each subsequent anniversary of the Term Commencement Date and the period (if any) from the day after the expiry of the last such complete year until the determination of the Term or

(b) (if a Turnover Year Notice has been served pursuant to the provisions of Part 2 of this Schedule) such shorter period than a complete year of the term as specified and calculated under whichever is the relevant of the paragraphs 2 and 3 of Part 2 of this Schedule and thereafter each complete year of the Term

commencing on the day after the Alternative Date (as specified in the Turnover Year Notice) and ending on the next succeeding Alternative Date and the period (if any) after the expiry of the last such complete year until the determination of the Term.

- 1.3 "Turnover Percentage" means three per centum (3%)
- 1.4 "Gross Turnover" has the meaning specified in paragraph 2 of Part 1 of this Schedule
- 1.5 "Turnover Records" means all books and other documents or records of whatever nature (including computer tapes discs and other storage systems cash register tapes bank statements Value Added Tax records and Value Added Tax returns) which are or ought in the reasonable opinion of the Landlord's accountant to be kept for the purpose of ascertaining and verifying the Gross Turnover or which are or may in the reasonable opinion of the Landlord be relevant for such purpose.
- 1.6 "Turnover Rent Payment Date" means the *7<sup>th</sup>* day of *October* 1995 and each subsequent anniversary of such date or (if a Turnover Year Notice has been served pursuant to the provisions of Part 2 of this Schedule) the date being six calendar months from the Alternative Date specified by the Tenant pursuant to the provisions of Part 2 of this Schedule and each subsequent anniversary of such date

2. Gross Turnover

- 2.1 Gross Turnover means in respect of each Turnover Year the aggregate of all receipts of an income nature and any other sums of money or other consideration receivable (as well as all amounts received) by the Tenant and/or its Group Undertakings and/or any airport operator from any trade activity enterprise or business whatsoever carried on at or in relation to the Premises or any part thereof by any body corporate partnership unincorporated association or any other person whatsoever and without

prejudice to the generality of the foregoing Gross Turnover shall include:-

2.1:1 All amounts receivable (as well as all amounts received) by way of Fuel Margin

2.1:2 Subject to paragraph 2.3.3 below all premiums paid or payable upon the grant by the Tenant of any underlease (which premiums shall for the purposes of this Schedule be treated as receipts of an income nature) rent or other income (other than sums payable by way of reimbursement of insurance premium or by way of service charge) receivable or (if greater) deemed receivable pursuant to clause 5.8.8.4 of the Lease (as well as all amounts received) in respect of or payable in consequence of any occupational underlease affecting the Premises or any part thereof Provided always that if on the date that the Tenant delivers the Turnover Certificate (as defined in paragraph 4.1 of Part 1 of this schedule) the amount of any rent or other income deemed receivable pursuant to clause 5.8.8.4 has not been agreed between the parties following notification by the Landlord to the Tenant in writing of the amount of rent or other income which it considers should have been receivable or has not been determined by the Independent Surveyor the amount of rent or other income receivable under the relevant occupational underlease shall be treated as forming part of the Gross Turnover in the relevant Turnover Year and the difference (if any) between the amount of rent agreed or determined as being deemed to be receivable under clause 5.8.8.4 and the amount of rent or other income actually receivable under the relevant occupational lease shall be treated as part of Gross Turnover in the next succeeding Turnover Year

2.1:3 All amounts receivable (as well as all amounts received) and whether directly or indirectly of or in connection with the handling operation and/or landing or take-off of aircraft passengers freight and/or cargo and

baggage (together with all charges for labour of or in connection therewith) including (without prejudice to the generality of the foregoing):-

- 2.1:3.1 All fees charges and/or surcharges of or in connection with the take-off or landing of aircraft
- 2.1:3.2 All fees charges and/or surcharges of or in connection with air traffic control
- 2.1:3.3 All fees charges and/or surcharges of or in connection with the parking and/or housing of aircraft (including hangarage fees)
- 2.1:3.4 All fees charges and/or surcharges for or in connection with any supplies services or facilities of whatever nature supplied to or made available to any aircraft or to the operator of or person responsible for or owning any aircraft at the Premises (including the handling and/or cleaning and/or provisioning of any aircraft)
- 2.1:3.5 All fees charges and/or surcharges of or in connection with passengers utilising (in whatever way) the Premises including all passengers and passenger service charges
- 2.1:3.6 All fees charges and/or surcharges of or in connection with the provision of fire and/or safety and/or security facilities at the Premises including aircraft and passenger security charges
- 2.1:3.7 All fees charges and/or surcharges of or in connection with the provision of aircraft for the purposes of or in connection with learning to fly or for any other training purposes whatsoever related to aircraft aircraft safety and/or aircraft procedures (including emergency procedures) of or connected to aircraft or aircraft handling
- 2.1:3.8 All other fees charges and/or surcharges made or imposed of or in connection with (and whether directly or indirectly) any of the foregoing matters including all out of hours charges and surcharges and all labour and other ancillary charges associated therewith

2.1:4 All amounts receivable (as well as all amounts received) of or in connection with the lease hire or loan of any other asset or in connection with any car or vehicle parking charges at the Premises

2.1:5 All amounts receivable (as well as all amounts received) from orders which originated or are received or accepted at or from the Premises notwithstanding that delivery or performance is made at or from any place other than the Premises and notwithstanding that payment is made to a person other than the Tenant

2.1:6 All amounts receivable (as well as all amounts received) from sales made or services provided by means of mechanical or vending devices at the Premises

2.1:7 All amounts receivable (as well as all amounts received) from sales and services which the Tenant in the normal and customary course of the Tenant's operations would or should credit or attribute to the Tenant's business on the Premises

2.1:8 All grants (other than capital grants) subsidies and fees paid to the Tenant by national or local government or any public authority in consideration of or to defray in whole or part the cost of the supply of goods or services at or from the Premises

2.1:9 All sums receivable as a result of a sale on credit terms or on an instalment basis shall be deemed to be a receipt in respect of the Turnover Year in which such sums are receivable (and whether or not received)

2.2 In calculating the amount of the Gross Turnover no deduction shall be made for:-

2.2:1 Bad or doubtful debts (but an appropriate adjustment shall be made in the relevant Turnover Year when such a debt is treated in the Tenant's books as irrecoverable) or



- 2.2:2 Any cost of sales distribution costs administrative expenses interest payable amounts written off depreciation or other costs or charges incurred by the Tenant or any of its Group Undertakings or any Airport Operator of whatsoever nature
- 2.3 The following amounts shall not be included in the Gross Turnover or if included shall be deducted:-
- 2.3:1 VAT purchase tax and any similar sales or excise tax imposed directly on the Tenant in respect of the supply of goods or services but only to the extent that such tax is actually payable or accountable for by the Tenant to the taxing authority
- 2.3:2 any sum which properly comprises part of Gross Turnover but which the Tenant is obliged by reason of any rule of law or regulation relating to the business of the Tenant to collect from any third party and to account for the same to any national or local government or any public or regulatory authority
- 2.3:3 any sums recovered by the Tenant from occupational lessees in respect of service charge insurance premium and general water or sewerage rates or the supply of electricity or other services through the Pipes
- 2.3:4 any premiums or rents received or receivable from underlessees which have been taken into account in calculating net profit or notional net profit or which are otherwise taken into account pursuant to the provisions of clause 5.23 of this Lease

3. Turnover Rent

The Turnover Rent in respect of any Turnover Year shall be the sum expressed in pounds sterling equal to the amount (if any) by which the Turnover Percentage of the Gross Turnover in that Turnover Year exceeds the Base Rent from time to time paid during that Turnover Year and



accordingly the Turnover Rent shall be ascertained in accordance with the following formula:-

$$\text{TR} = \left( \frac{3}{100} \times \text{GT} \right) - \text{BR}$$

WHERE:-

TR = the amount of the Turnover Rent expressed in pounds sterling (and exclusive of Value Added Tax thereon) for the Turnover Year in question

GT = the amount of Gross Turnover for the Turnover Year in question

BR = the Base Rent of £50,000 per annum

PROVIDED THAT where the application of the formula results in TR being nought or a minus figure the Tenant shall nevertheless pay the Base Rent

#### 4. Turnover Certificate

4.1 Within 150 days after the end of each Turnover Year the Tenant shall deliver to the Landlord a certificate ("Turnover Certificate") in writing signed by the Tenant's auditors:-

4.1:1 certifying the amount of the Fuel Margin

4.1:2 providing full particulars of income from all occupational leases affecting the Premises or any part thereof and subsisting during the whole or any part of the Turnover Year then ended

4.1:3 certifying all other amounts receivable (as well as all amounts received) by way of Gross Turnover

AND the Tenant hereby covenants with the Landlord that such Certificate will state accurately the amount of the Gross Turnover during the Turnover Year in question and that the Tenant will on demand provide the Landlord with such additional information as the Landlord may reasonably request in connection with the calculation of the amount of the Turnover Rent payable pursuant to this Lease

4.2 Following receipt of the Turnover Certificate the Landlord shall calculate the Turnover Rent for the Turnover Year in question in accordance with the provisions of this Schedule and (if the amount payable by way of Turnover Rent when compared with the amount payable by way of Net Profits Rent shall prove higher than such amount) shall serve on the Tenant a written demand for the amount (if any) of the Turnover Rent in question

4.3 The Tenant shall pay the amount of the Turnover Rent to the Landlord on the Turnover Rent Payment Date

5. Turnover Records

5.1 The Tenant shall maintain the Turnover Records (together with such additional information and records as the Landlord shall reasonably require) fully and accurately throughout the Term

5.2 The Tenant shall keep safely on the Premises or in such other place which is reasonably accessible for inspection the Turnover Records from time to time relating to the then current and two immediately preceding Turnover Years and the Tenant shall make the Turnover Records relating to such Turnover Years available for inspection at all reasonable times by an employee or accountant (duly authorised in writing by the Landlord to make such inspection) of the Landlord and shall permit such employee or accountant of the Landlord to take away copies of such documents and records as the Landlord may reasonably require in connection with these presents and the calculations to be made hereunder

5.3 The Landlord may at its discretion cause an audit of the Turnover Records relating to the current Turnover Year or any preceding Turnover Year to be made by an accountant appointed by the Landlord and if it is established by such audit that the Gross Turnover for any Turnover Year has been understated by more than 10% then the cost of the audit shall be borne by the Tenant and be payable upon demand made by the Landlord to the Tenant

5.4 If it shall appear from any such inspection or audit or from any other circumstance that any further Turnover Rent is payable then such Turnover Rent shall be paid by the Tenant on demand

6. Disputes

Any dispute or difference between the parties hereto in relation to any of the matters the subject of this Schedule shall be determined by an independent chartered accountant of not less than ten years' standing and being a Member of the Institute of Chartered Accountants of England and Wales to be agreed upon by the parties or in default of such agreement to be appointed upon the application of either party by the President or Vice President for the time being of the Institute of Chartered Accountants of England and Wales such chartered accountant to act as an arbitrator in accordance with the provisions of the Arbitration Acts 1950 to 1979

7. End of Tenancy

The provisions of this Schedule shall continue to apply notwithstanding that the tenancy created by this Lease has come to an end but only in respect of the period down to the end of the tenancy

FIRST SCHEDULE

PART 2

(Alteration of the Turnover Year)

1. The Tenant may at any time during the Term serve written notice ("the Turnover Year Notice") on the Landlord specifying that for the future purposes of this Lease the Turnover Year shall end on and including the date and year specified in the Turnover Year Notice ("the Alternative Date") in substitution for the *6th* day of *May* in each year and once a Turnover Year Notice has been served no further alteration to the Turnover Year shall be permitted and as from the Alternative Date and for

the remainder of the Term the Turnover Year shall end on the Alternative Date.

2. If the Alternative Date shall precede the next *6u* day of *May* the provisions of the First and Second Schedules shall take effect as if the then current Turnover Year was in respect of the period from the *6u* day of *May* immediately preceding the date of the Turnover Year Notice to the Alternative Date and there shall be a pro rata apportionment of the Base Rent payable pursuant to this lease in respect of such current Turnover Year
3. If the next *6u* day of *May* shall precede the Alternative Date the provisions of the First and Second Schedules of this Lease shall continue to apply to the calculation and payment of the Turnover Rent and the Net Profits Rent as if there had been no alteration to the Turnover Year current at the date of the Turnover Year Notice (save that the Turnover Certificate and the Net Profits Before Tax Certificate shall be prepared by the Tenant's accountants and signed by at least two directors of the Tenant) and there shall be created a new (short) Turnover Year commencing on the *6u* day of *May* next succeeding the date of the Turnover Year Notice and ending on the Alternative Date and the provisions of the First and Second Schedules shall continue to apply to such (short) Turnover Year save that there shall be a pro rata apportionment of the Base Rent payable pursuant to this Lease

## SECOND SCHEDULE

### Net Profits Rent

#### 1. Definitions

In this Schedule the following expressions shall have the following meanings:-

- 1.1 "Turnover Year" has the meaning specified in paragraph 1.2 of Part 1 of the First Schedule
- 1.2 "Net Profits Percentage" means twelve and one half per centum (12.5%)
- 1.3 "Gross Turnover" has the meaning specified in paragraph 2 of Part 1 of the First Schedule
- 1.4 "Net Profit Records" means all books and other documents or records of whatever nature (including computer tapes discs and other storage systems cash register tapes bank statements Value Added Tax records and Value Added Tax returns) which are or ought in the reasonable opinion of the Landlord's accountants to be kept for the purpose of ascertaining and verifying the Gross Turnover and the Net Profits Before Tax or which are or may in the reasonable opinion of the Landlord be relevant for such purpose or purposes
- 1.5 "Net Profits Rent Payment Date" means the *7th* day of *October* 1995 and each subsequent anniversary of such date (or if a Notice has been served pursuant to the provisions of Part 1 of the First Schedule) the date being six calendar months from the Alternative Date specified by the Tenant pursuant to the provisions of Part 2 of the First Schedule and each subsequent anniversary of such date
- 1.6 "Net Profits Before Tax" means in respect of each Turnover Year the sum which is equal to the Tenant's profit on ordinary activities before taxation calculated in accordance with the provisions of paragraphs 3(6) of Schedule 4 to the Companies Act 1985 adjusted so far as necessary to take account of the following matters:-
- (a) the Tenant's turnover shall be the Gross Turnover for the appropriate Turnover Year Provided that if the calculation of Gross Turnover shall require that there be taken into account matters which do not fall into the definition of the Tenant's profit on ordinary activities before taxation set out above then to

that extent only and in relation only to that element of income account shall be taken of any expenditure related to such element of the Gross Turnover

- (b) no deduction shall be made for any amounts of written off investments (other than any such in relation to the Premises)
- (c) no deduction shall be made in respect of the Base Rent
- (d) no account shall be taken of any exceptional or extraordinary capital profits (other than premiums paid or payable on the grant of occupational leases) and
- (e) account shall be taken of any bad or doubtful debts which are treated in the Tenant's books as irrecoverable
- (f) no expenditure of a capital nature (other than as provided for in the proviso to sub-paragraph (a) above) or Development Expenditure (as defined in clause 5.23:1 of this Lease) shall be deducted from Gross Turnover
- (g) depreciation shall be deducted in accordance with good accounting practice and shall be over periods or at rates comparable with other similar undertakings
- (h) management charges made to the Tenant by associated companies or other Group Undertakings shall reasonably reflect the value of the services provided
- (i) payment to the Landlord of all amounts pursuant to clause 5.23 of this Lease shall not be deducted from Gross Turnover
- (j) no amount shall be deducted from Gross Turnover in respect of the revaluation of any asset contained in the balance sheet of the Tenant

2. Net Profits Rent

The Net Profits Rent in respect of any Turnover Year shall be the sum equal to the amount (if any) by which the Net Profits Percentage of the Net Profits Before Tax in that Turnover Year exceeds the Base Rent from time to time paid during that Turnover Year and accordingly the Net Profits Rent shall be ascertained in accordance with the following formula:-

$$\text{NPR} = \frac{(12.5 \times \text{NP}) - \text{BR}}{100}$$

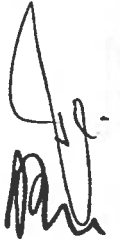
WHERE:-

NPR = the amount of the Net Profits Rent for the Turnover Year in question

NP = the amount of the Net Profits Before Tax for the Turnover Year in question

BR = the Base Rent of £50,000 per annum

PROVIDED THAT where the application of the formula results in NPR being nought or a minus figure the Tenant shall nevertheless pay the ~~Minimum~~ <sup>Base</sup> Rent



3. Net Profits Before Tax Certificate

3.1 Within 150 days after the end of each Turnover Year the Tenant shall deliver to the Landlord a certificate ("Net Profits Before Tax Certificate") in writing signed by the Tenant's Auditors"-

3.1:1 certifying the amount of the Gross Turnover

3.1:2 certifying the amounts expended by the Tenant in respect of the relevant Turnover Year in order to achieve the Gross Turnover

3.1:3 certifying the amount of the Net Profits Before Tax

AND the Tenant hereby covenants with the Landlord that such Certificate will state accurately the amount of the Net Profits Before Tax during the Turnover Year in question and that the Tenant will on demand provide the



Landlord with such additional information as the Landlord may reasonably request in connection with the calculation of the amount of the Net Profits Rent payable pursuant to this lease

- 3.2 Following receipt of the Net Profits Before Tax Certificate the Landlord shall calculate the Net Profits Rent for the Turnover Year in question in accordance with the provisions of this Schedule and (if the amount payable by way of net Profits Rent when compared with the amount payable by way of Turnover Rent shall prove higher than such amount) shall serve on the Tenant a written demand for the amount (if any) of the Net Profits Rent in question
- 3.3 The Tenant shall pay the amount of the Net Profits Rent to the Landlord on the Net Profits Rent Payment Date

4. Net Profits Records

- 4.1 The Tenant shall maintain the Net Profits Records (together with such additional information and records as the Landlord shall reasonably require) fully and accurately throughout the Term
- 4.2 The Tenant shall keep safely on the Premises or in such other place which is reasonably accessible for inspection the Net Profits Records from time to time relating to the then current and two immediately preceding Turnover Years and the Tenant shall make the Net Profits Records relating to such Turnover Years available for inspection at all reasonable times by an employee or accountant (duly authorised in writing by the Landlord to make such inspection) of the Landlord and shall permit such employee or accountant of Landlord to take away copies of such documents and records as the Landlord may reasonably require in connection with these presents and the calculations to be made hereunder
- 4.3 The Landlord may at its discretion cause an audit of the Net Profits Records relating to the current Turnover Period or any preceding Turnover Year to be made by an accountant appointed by the Landlord and if it is



established by such audit that the Gross Turnover for any Turnover Year has been understated by more than 10% then the cost of the audit shall be borne by the Tenant and be payable upon demand made by the Landlord to the Tenant

4.4 If it shall appear from any such inspection or audit or from any other circumstance that any further Net Profits Rent is payable then such Net Profits Rent shall be paid by the Tenant on demand

5. Disputes

Any dispute or difference between the parties hereto in relation to any of the matters the subject of this Schedule shall be determined by an independent chartered accountant of not less than ten years' standing and being a Member of the Institute of Chartered Accountants of England and Wales to be agreed upon by the parties or in default of such agreement to be appointed upon the application of either party by the President or Vice President for the time being of the Institute of Chartered Accountants of England and Wales such chartered accountant to act as an arbitrator in accordance with the provisions of the Arbitration Acts 1950 to 1979

6. End of Tenancy

The provisions of this Schedule shall continue to apply notwithstanding that the tenancy created by this Lease has come to an end but only in respect of the period down to the end of the tenancy

THIRD SCHEDULE

Operating Criteria

- (a) Maintain the Airport in accordance with the principles of good estate management.
- (b) Ensure the safe, efficient and economic operation of the Airport, but not to standards in excess of those imposed from time to time by the Civil Aviation Authority.

(c) Limit the operating hours of the Airport (including the ground-running of aircraft) from between 07.30 am and 21.00 pm on weekdays, and 09.00 am and 20.00 pm on Saturdays, Sundays and Public Holidays Provided that:-

(i) In respect of aircraft which are normally based at the Airport (a) departures from the Airport may take place additionally from between 06.30 am and 07.30 am on weekdays only and (b) landings at the Airport may take place additionally up until 22.00 pm on weekdays only.

(ii) Up to a maximum of three flight movements shall be permitted on Saturdays and Sundays between 08.15 am and 09.00 am to permit an operator based at the Airport to operate a scheduled service to France.

(iii) This limitation shall not apply to any emergency movements, that is when an aircraft has to land for reasons of safety of the aircraft or its passengers.

(d) Limit flight movements (a movement being a landing or a take-off) to 125,000 movements per year.

(e) Limit aircraft using the Airport to those complying with the Council's approved noise criteria for the Airport details of which are as follows:-

The Air Navigation (Noise Certification) Order 1986 specifies that no propeller driven aircraft of less than 5700 kg or other subsonic aircraft requiring a runway take-off distance of at least 610 metres or any helicopter may land or take off in the UK unless it carries a noise certificate.

Noise Certification is based on set criteria under certain standard conditions:

(i) Propeller driven aircraft under 5700 kg

Noise level 300 metres below aircraft in a level flyover not to exceed 80 dBA if aircraft over 1500 kg, 68 dBA if aircraft over 600 kg (if

the weight is between 600 kg and 1500 kg, use linear interpolation). Aircraft in this category, (ie those considered excessively noisy by reference to such measured noise data as exists, complaints received and actual operating experience) will not be allowed to use the Airport. Lists of such aircraft will be published by the Tenant and the list updated from time to time.

(ii) Other Subsonic Aircraft

Noise levels measured at 3 points.

- (a) "sideline" - on take-off, maximum noise level 650 metres to the side (450 metres in the case of "new" turbo-jets or turbo-fans);
- (b) "take-off" - on take-off, 6.5 km from start to take-off;
  - (a) they have CAA noise certification;
  - (b) authoritative measured data exists which show that the aircraft satisfies the most stringent of the noise levels set out above, ie that for modern turbo-jets and turbo-fans which is:

Sideline	94 EPNdB
Take-off	89 EPNdB
Approach	98 EPNdB

These limits will be revised in line with any Government revision. Lists of aircraft satisfying these criteria will be published by the Tenant and updated from time to time.

- (f) NOT permit any movements in or out of the Airport by any aircraft which the Landlord has prescribed as being excessively noisy (having regard to measured noise data tests undertaken by the Council's Chief Environmental Health Officer, operating experience, representations received from persons living in the area or surrounding the Airport, the users of the Airport and the views of the Biggin Hill Airport Consultative Committee). The restrictive provisions of this paragraph (f) shall not apply to any

aircraft movements occurring in connection with the International Air Fair or any specific event or display approved by the Landlord.

- (g) Support and co-operate fully with the Biggin Hill Airport Consultative Committee and maintain an effective system of dealing with complaints.
- (h) Maximise Gross Turnover consistent with the provisions of this lease unless the Tenant has good commercial reasons for acting otherwise.
- (i) Provide written confirmation during each year of the Contractual Term (or at such other times as the Council shall reasonably require) from the Civil Aviation Authority that the Tenant or its Airport Manager may hold and maintain the Airport Licences.
- (j) Operate the Airport on a good neighbour basis, and in particular use its best endeavours to observe and cause to be observed the following controls namely:-
  - (i) Discourage the ground-running of aircraft engines and auxiliary power units, and, whenever possible, ensure that aircraft are moved to a pre-designated area away from residential properties in order to carry out essential flight safety checks.
  - (ii) Maximum of 15 minute auxiliary power unit use on the apron or aprons adjacent to the Executive Terminal; for any longer period, the aircraft should be parked elsewhere. No ground running in excess of idle power should take place on the said apron or aprons.
  - (iii) Compliance with approved noise abatement procedures, including the use of tugs wherever possible
  - (iv) Use of noise preferential routings. Turbo-jets and turbo-fans should use the instrument landing system whenever possible given consideration of the meteorological and traffic conditions
  - (v) The operator should demonstrate that an effective system of sanctions can be imposed on those who do not comply with the Airport's rules

FOURTH SCHEDULE

Rights reserved

The right at any time during the Term at reasonable times and upon reasonable notice (except in cases of emergency) to enter the Premises

- 1.1 to inspect the condition and state of repair of the Premises
- 1.2 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term and
- 1.3 to exercise any of the rights granted to the Landlord elsewhere in this Lease

Provided always that the persons so entering shall comply with the reasonable requirements of the Tenant as to the manner and time of such entry (except in cases of emergency)

FIFTH SCHEDULE

Particulars of matters to which the Premises are subject

PART 1

All entries which appear in the Property Proprietorship and Charges Registers of the Title Numbers as at the date of this lease (copies of which are annexed hereto)

PART 11

The leases agreements deeds and other documents details of which are as follows:-

DATE	DOCUMENT	PARTIES
<u>Building 174</u>		
12.6.1992	Counterpart Lease	The Mayor and Burgesses of the London Borough of Bromley ("The Council") (1) F.J. Gosling, S.F. Langston, A.D.P. Hurley & J.J. Rixon (2)
29.6.1992	Tenancy Agreement re Car Parking	The Mayor and Burgesses of the London Borough of Bromley ("The Council") (1) F.J. Gosling, S.F. Langston, A.D.P. Hurley & J.J. Rixon (2)
20.1.94	Licence to Underlet (with agreed form of underlease annexed)	The Council (1) (1) F.J. Gosling, S.F. Langston, A.D.P. Hurley & J.J. Rixon (2) Adams Aviation Supply Co Ltd (3)
14.2.94	Notice of Underlease	
14.2.94	Underlease	F J Gosling, S F Langston, A D P Hurley and J J Rixon (1) Adams Aviation Supply Company Limited (2)
<u>Building 509</u>		
21.10.82	Counterpart Lease	The Council (1) Surrey Aviation Limited (2)
<u>Building 204 &amp; 205</u>		
6.11.1989	Counterpart Lease	The Council (1) Air Touring Services Ltd. (2)
<u>Building 162 Rooms 5b-7</u>		
26.3.1990	Counterpart Lease	The Council (1) K.D. Allen (2)
25.7.1990	Counterpart Lease	The Council (1) K.D. Allen (2)
2.4.1991	Counterpart Lease	The Council (1) K.D. Allen (2)
30.4.1992	Counterpart Lease	The Council (1) K.D. Allen (2)
5.2.1993	Counterpart Lease	The Council (1) K.D. Allen (2)
4.11.1993	Counterpart Deed of Variation	The Council (1) K.D. Allen (2)

Land Adjoining Buildings 450,451 & 452

14.8.1991          Counterpart Lease          The Council (1)  
Allzones Travel Ltd. (2)

9.11.1993          Letter Licence              Peter Taylor & Co. (1)  
Allzones Travel Ltd (2)

Building 332

9.1.1988          Counterpart Tenancy          The Council (1)  
Agreement                      Alouette Flying Club Ltd. (2)

Building 529

20.7.1989          Counterpart Lease          The Council (1)  
D. Arnold (2)

6.9.1991          Deed                          The Council (1)  
D. Arnold (2)

Building 170 (site)

12.7.1984          Counterpart Lease          The Council (1)  
Avtech Ltd. (2)

5.10.1988          Rent Agreement              The Council (1)  
Avtech Ltd. (2)

4.1.85 &          Notices of Charge  
11.12.89

Building 100

24.7.1992          Counterpart Lease          The Council (1)  
Biggin Hill Airport Cars Ltd (2)

Building 448, Rooms 11-14

5.8.1993          Counterpart Lease          The Council (1)  
J.A. Bowden & D.F. Avery (2)

DVOR & Monitor Mast

20.12.93          Counterpart Lease          The Council (1)  
CAA                              (2)

Building 446 (West)

1.6.1979          Counterpart Lease          The Council (1)  
Cobaircraft Co Ltd (2)

Building 525

15.11.1984          Counterpart Lease          The Council (1)  
Ellesmere Port Properties Ltd (2)

15.11.1984	Licence to Underlet	The Council (1) Ellesmere Port Properties Ltd (2)
6.2.1989	Deed	The Council (1) Brencham Properties Ltd (2) Airsupport Aviation Services Ltd (3)
10.2.1989	Notice of Underlease	
12.9.1990	Licence to Assign	The Council (1) Lingfield Properties Ltd. (2) Nimbus Investments Ltd (3)
12.9.1990	Licence to Underlet	The Council (1) Lingfield Properties Ltd. (2) Flight Training International Aviation Ltd (3)
9.10.1990	Notice of Assignment	
13.9.1990	Licence to Assign	The Council (1) Nimbus Investments Ltd (2) B.C. Ecclestone (3)
19.9.1990	Notice of Assignment	
2.10.1991	Counterpart Licence to Underlet	The Council (1) B.C. Ecclestone (2) Formula 1 Promotions & Administration Ltd (3)
<u>Building 164</u>		
24.9.1981	Counterpart Lease	The Council (1) E.F.G. Flying Services Ltd (2)
3.5.1991	Counterpart Lease	The Council (1) E.F.G. Flying Services Ltd (2)
<u>Hangar 507</u>		
24.6.1992	Counterpart Lease	The Council (1) A.S. Bamrah (training as Falcon Flying Services) (2)
<u>Hangar 500</u>		
22.12.1989	Counterpart Lease	The Council (1) D.F. Flashman, N.R. Flashman & C.W. Middlemass (2)
<u>Building 448 - Room 10</u>		
16.11.1990	Counterpart Lease	The Council (1) I. Goodger (2)



Building 505

30.12.1991      Counterpart Lease      The Council (1)  
Hockstar Ltd. (2)

Building 446 (East) 448, 305  
Building 450, 451, & 452

6.6.1985      Counterpart Lease      The Council (1)  
Express Aviation Services Ltd (2)

6.6.1985      Duplicate Rent      The Council (1)  
Review Memorandum      Express Aviation Services Ltd (2)

7.7.1988      Counterpart Lease      The Council (1)  
Fairflight Ltd. (2)

19.7.1988      Counterpart Rent      The Council (1)  
Review Agreement      Fairflight Ltd. (2)

10.8.1989      Duplicate Deed      The Council (1)  
Goldenlogic Ltd. (2)  
Allzones Travel Ltd. (3)

31.7.1990      Counterpart Licence      The Council (1)  
to Assign      Fairflight Ltd (2)  
Metair Aircraft Ltd (3)

31.7.1990      Assignment      Fairflight Ltd (1)  
Metair Aircraft Ltd (2)

28.8.1990      Counterpart Licence      The Council (1)  
to Underlet      Metair Aircraft Ltd (2)  
Fairflight Leasing Ltd (3)

8.8.1991      Rent Review      The Council (1)  
Memorandum      Goldenlogic Ltd (2)

13.8.1991      Counterpart Licence      The Council (1)  
Goldenlogic Ltd (2)  
Allzones Travel Ltd. (3)

13.8.1991      Counterpart Deed      The Council (1)  
of Surrender      Allzones Travel Ltd (2)

15.8.1991      Notice of Assignment

15.8.1991      Counterpart Licence      The Council (1)  
Allzones Travel Ltd (2)  
Metair Aircraft Ltd (3)

16.8.1991      Notice of Assignment

5.2.1993      Counterpart Licence      The Council (1)  
Metair Aircraft Ltd (2)

Building 601

13.6.1983	Counterpart Lease	The Council (1) Beattie-Edwards Aviation Ltd (2)
6.5.1993	Counterpart Lease	The Council (1) Kent International Airport (2)

Building 163

29.10.90	Counterpart Lease	The Council (1) London Aviation Limited (2)
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Building 165

3.8.81	Counterpart Lease	The Council (1) London Aviation Limited (2)
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Building 454, Room G3

21.11.1986	Counterpart Tenancy Agreement	The Council (1) The Receiver for the Metropolitan Police District (2)
18.11.1991	Counterpart Supplemental Tenancy Agreement	The Council (1) The Receiver for the Metropolitan Police District (2)

Building 162, Rooms 10 & 11

21.10.1993	Counterpart Lease	The Council (1) S. Gwilliam & C Hopwood (2)
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Building 526

18.4.1986	Counterpart Lease	The Council (1) Brencham Properties Ltd (2)
2.10.1987	Deed of Rectification	The Council (1) Brencham Properties Ltd (2)
10.1.1985, 20.6.1985, 13.11.1985, 30.4.1986, 12.5.1986 & 5.6.1986	Notices of Mortgage/ Charge	
14.9.1990	Charge	Royal Bank of Scotland Plc (1) Nimbus Investments Ltd (2)
12.9.1990	Licence to Assign	The Council (1) Lingfield Properties Ltd (2) Nimbus Investments Ltd (3)
12.9.1990	Counterpart Licence to Sub-Let	The Council (1) Lingfield Properties Ltd (2) Avtech Ltd (3)

9.10.1990 Notice of Assignment

Buildings 503 and 503A

8.10.1985 Counterpart Lease The Council (1)  
Quantel Aviation Ltd (2)

Building 518

4.10.1985 Counterpart Tenancy Agreement The Council (1)  
The Scout Association Trust Corporation (2)

29.7.1987 Counterpart Lease The Council (1)  
The Scout Association Trust Corporation (2)

Building 158

3.3.1993 Counterpart Lease The Council (1)  
W.J. Lowry & J Lowry (2)

Buildings 513, 513A, 513C

28.10.1980 Counterpart Lease The Council (1)  
Shipping & Airlines Ltd (2)

10.11.1987 Counterpart Licence The Council (1)  
Shipping & Airlines Ltd (2)

3.6.1988 Counterpart Lease The Council (1)  
Shipping & Airlines Ltd (2)

11.4.1985 Rent Review Agreement The Council (1)  
Shipping & Airlines Ltd (2)

3.2.1987 Rent Review Agreement The Council (1)  
Cobaircraft Company Ltd (2)

25.5.1993 Counterpart Supplemental Lease and Deed of Variation The Council (1)  
Shipping and Airlines Ltd (2)

25.5.1993 Counterpart Supplemental Lease and Deed of Variation The Council (1)  
Shipping and Airlines Ltd (2)

Building 447

29.11.1988 Agreement The Council (1)  
Surrey & Kent Flying Club (1982) Ltd (2)

21.4.1993 Counterpart Lease The Council (1)  
Surrey & Kent Flying Club (1982) Ltd (2)

Building 527

14.9.1983	Counterpart Lease	The Council (1) R.T.Z Services Ltd (2)
14.4.1989	Notice of Transfer/ Mortgage	
24.4.1985	Counterpart Licence to Underlet	Biggin Hill Airport (1) The Council (2) R.T.Z Services Ltd (3)
10.1.1989	Duplicate Licence to Assign	The Council (1) R.T.Z. Services Ltd (2) Tiphook Properties Ltd (3) Tiphook Plc (4)
19.10.1989	Copy Underlease	Tiphook Properties Ltd (1) R.M.C. Group Services Ltd (2)
23.10.1989	Notice of Sub-Lease	
21.12.1989	Licence to Sub-Let	The Council (1) Tiphook Properties Ltd (2)
25.11.1992	Licence to Underlet	The Council (1) Tiphook Properties Ltd (2) Ashcombe Ltd (3)
9.12.1992	Notice of Sub-Lease	

Building 528

21.8.1986	Counterpart Lease	The Council (1) Tropair Ltd (2)
6.7.1989	Deed of Variation	The Council (1) Tropair Ltd (2)
18.5.1987	Notice of Mortgage	

Building 166

24.2.1986	Counterpart Lease	The Council (1) Vendair (London) Ltd (2)
25.9.1990	Counterpart Supplemental Lease	The Council (1) Vendair (London) Ltd (2)

Buildings 504 and Pen. 149

10.5.1990	Counterpart Lease	The Council (1) W.A. Webb & Co. Ltd. (2)
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## General

2.4.1974	Duplicate Deed of Grant	The Council (1) The Secretary of State for Defence (2)
15.2.1979	Release	
27.7.1988	Licence for Air Fairs	Airports U.K. Ltd (1) Surrey Aviation Ltd (2)
1.1.1989	Fuel Concession Agreement	Airports UK Ltd (1) Skycare Fuelling Services Ltd (2)
2.4.1974	Duplicate Deed of Grant	Secretary of State for Defence (1) The Council (2)
6.12.1983	Deed of Variation	Secretary of State for Defence (1) The Council (2)
17.5.1988	Agreement	British Telecom (1) The Council (2)
11.6.1987	Agreement	British Telecom (1) The Council (2)
22.10.1992	Wayleave Agreement	British Telecom (1) The Council (2)
8.2.1984	Tenancy Agreement	The Council (1) J. Pereira (2)
Feb/Oct 1993	Copy letters/papers re taxiway	
29.10.1992	Official Certificate of Search (London Borough of Bromley)	
21.12.1993	Office Copy Entries and Filed Plan - Title No. SGL289620	
17.6.1971	Deed	Secretary of State for Defence (1) South Eastern Gas Board (2)
14.12.1979	Conveyance	Secretary of State for Defence (1) The Council (2)
14.12.1992	Office Copy Entries and Filed Plan - Title No. SGL179806	
29.1.1979	Deed of Variation	Secretary of State for Defence (1) The Council (2)
2.4.1974	Conveyance	Secretary of State for Defence (1) The Council (2)

12.9.1983	Transfer	The Council (1) Best (Estates) Ltd (2)
9.12.1981	Deed of Grant	The Council (1) Best (Estates) Ltd (2) British Gas Corporation (3)
17.5.1985	Counterpart Deed of Grant	The Council (1) South East Electricity Board (2)
27.9.1985	Counterpart Deed of Grant	The Council (1) South East Electricity Board (2)
24.3.1988	Conveyance	Secretary of State for Defence (1) The Council (2)
14.1.1994	Office Copy Entries & Filed Plan - Title No. SGL314310	
7.1.1981	Underlease	Best (Estates) Ltd (1) The Council (2)
17.10.1972	Duplicate Deed of Grant	Secretary of State for Defence (1) South Eastern Gas Board (2)
22.2.1991	Deed of Easement	The Council (1) Croftvale (BH) Ltd (2) Michael David Gercke & R C Boys-Stones (3)
15.2.1991	Deed of Easement	The Council (1) Croftvale (BH) Ltd (2) Michael David Gercke & R C Boys-Stones (3)
16.11.1971	Deed of Easement	Secretary of State for Defence (1) South Eastern Gas Board (2)
2.4.1974	Conveyance	Secretary of State for Defence (1) The Council (2)
14.10.1983	Agreement	The Council (1) Brencham Properties Ltd (2)

SIXTH SCHEDULE

<u>Date</u>	<u>Parties</u>	<u>Specified Clause</u>
6.11.89	The Council (1) Air Touring Services Limited (2)	Clause 9
21.8.86	The Council (1) Tropair Limited	Clause 11
20.7.89	The Council (1) Doug Arnold (2)	Clause 11
12.7.84	The Council (1) Avtech Limited (2)	Clause 11
15.11.84	The Council (1) Ellesmere Port Properties Limited (2)	Clause 11
18.4.86	The Council Brencham Properties Limited (2)	Clause 11
8.10.85	The Council (1) Quantel Aviation Limited (2)	Clause 10
14.9.83	The Council (1) R T Z Services Limited (2)	Clause 11

SIGNED AS A DEED by BIGGIN HILL  
AIRPORT LIMITED by

)  
) *Alvarado*

a Director and

*a Director* *d.*  
~~the Secretary~~

*[Handwritten signature]*  
*[Handwritten signature]*



I CERTIFY THAT THERE IS NO  
AGREEMENT FOR LEASE (OR TACK) TO  
WHICH THIS LEASE (OR TACK) GIVES  
EFFECT

Walter Millon

BOROUGH SECRETARY,  
LONDON BOROUGH OF BROMLEY,  
BROMLEY CIVIC CENTRE,  
STOCKWELL CLOSE,  
BROMLEY, BR1 3UH

Powers Law  
POWERS LAW, SOLICITORS  
for Biggin Hill Airport Ltd.

