

DATED

20 November

2016/7

(1) LUNAR STRETFORD S.À.R.L

- and -

(2) VIP BURY LIMITED

UNDERLEASE

relating to
Unit 87 Kingsway, Stretford Mall
Stretford

LR1 **Date of lease**

20 November 201~~6~~⁷

LR2 **Title number(s)**

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

GM654979 and GM654978

LR2.2 **Other title numbers**

LR3 **Parties to this lease**

Landlord

Lunar Stretford S.À.R.L of 44 Avenue JF Kennedy, L.1855, Luxembourg

Tenant

VIP Bury Limited (Company Registration Number: 08082588) whose registered office is Brulimar House, Jubilee Road, Middleton M24 2LX

Other Parties

None

LR4 **Property**

Unit 87 Kingsway Stretford Mall in this Lease referred to as "the Premises" and more particularly described in the definition of the Premises in clause 1 and in schedule 1

LR5 **Prescribed statements etc**

None

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

A term of ten years from and including 23 January 201~~6~~⁷ until and including ~~22 January 2026~~ 22 January 2027.

LR7 **Premium**

None.

- LR8 Prohibitions or restrictions on disposing of this lease**
This lease contains a provision that prohibits or restricts dispositions.
- LR9 Rights of acquisition etc**
- LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**
None.
- LR9.2 Tenant's covenant to (or offer to) surrender this lease**
None.
- LR9.3 Landlord's contractual rights to acquire this lease**
None.
- LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**
None
- LR11 Easements**
- LR11.1 Easements granted by this lease for the benefit of the Property**
The rights referred to in schedule 2.
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
The rights reserved by schedule 3.
- LR12 Estate rentcharge burdening the Property**
None
- LR13 Application for standard form of restriction**
None.
- LR14 Declaration of trust where there is more than one person comprising the Tenant**
None.

ADDITIONAL PARTICULARS

| | |
|-------------------------------|---|
| Permitted Use | retail sale of electronic cigarettes and accessories within Class A1 of the Town and Country Planning (Use Classes) Order 1987 |
| Principal Rent | the yearly rent of £32,500 exclusive of Value Added Tax from and including the Rent Commencement Date and subject to review in accordance with Schedule 6 |
| Rent Commencement Date | means <u>23 July</u> 2017 being six months from the Term Commencement Date |
| Review Date | means [5th anniversary] <u>2021 23 January 2022</u> |
| Tenant's Break Date | means [5th anniversary less 1 day] <u>2021 22 January 2022</u> |

THIS LEASE is made on the date set out in clause LR1 **BETWEEN** the parties respectively named in clause LR3.

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease the following words and expressions shall have the following meanings:

| | |
|-------------------------------|---|
| "1954 Act" | the Landlord and Tenant Act 1954 |
| "1995 Act" | the Landlord and Tenant (Covenants) Act 1995; |
| "2003 Order" | the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; |
| "CDM Regulations" | means the Construction (Design and Management) Regulations 2007 together with the guidance contained in the then latest approved code of practice relating to such regulations; |
| "Centre" | means the land together with shops stores and other buildings erected on it or on part of it and known as the Stretford Mall Shopping Centre Chester Road Greater Manchester registered at the Land Registry under title numbers GM654978 and GM654979 and all extensions additions and alterations to it and shall also include any additional and adjoining land and buildings in which at any time during the Term the Landlord shall have acquired a freehold or leasehold interest and which the Landlord intends shall form part of the Centre; |
| "Centre Opening Hours" | means the usual business or working hours of the Centre during the days on which the Centre shall be open for trading which hours and days shall be reasonably determined from time to time by the Landlord and notified to the Tenant and such additional hours as may from time to time be reasonably specified by the Landlord; |
| "Common Parts" | any part of the Centre available for use by more than one occupier of the Centre or their customers; |
| "Conducting Media" | any existing or future media for the passage of substances or energy any ancillary apparatus and any enclosure for them; |
| "EPB Regulations" | means Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; |
| "EPC" | means: |

- (a) an energy performance certificate;
- (b) an asset rating;
- (c) a recommendation report as defined in the EPB Regulations;

"Group Company"

means a company which is a member of the same group of companies as the Tenant as defined in section 42(1) of the 1954 Act;

"Independent Surveyor"

a surveyor appointed by agreement between the parties or in the absence of agreement appointed on the request of one party by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy:

"Insolvency Event"

- (a) the entry into an arrangement or composition for the benefit of creditors; or
- (b) any distress or execution being levied on any assets at the Premises or the happening of any procedures for commercial rent arrears recovery set out in part 3 of the Tribunals Courts and Enforcement Act 2007 (as appropriate) by anyone other than the Landlord and which is not remedied within 14 days; or
- (c) in relation to an individual (or if more than one individual then any of one of them):
 - (i) the making of a bankruptcy order; or
 - (ii) an application to the Court for an interim order or for the appointment of an interim receiver; or
 - (iii) presentation of a bankruptcy petition; or
 - (iv) the appointment of any person by the Court to prepare a report under section 273 of the Insolvency Act 1986;
- (d) in relation to a company (or if more than one company then any one of them):
 - (i) a winding up petition is presented against or by it or it applies for or is subject to an application for an administration order or an administration order is made or

notice of intention to appoint an administrator or notice of appointment of administrator is given (whether filed at Court or served on any party); or

- (ii) a winding up resolution or order to wind up the company is passed or it enters into liquidation (other than a member's voluntary winding up for the purpose of reconstruction or amalgamation with a solvent body corporate); or
- (iii) an administrator a receiver or an administrative receiver or a receiver and manager are appointed or any step is taken with regard to the appointment of the same; or
- (iv) a provisional liquidator is appointed; or
- (vi) a proposal under section 1 of the Insolvency Act 1986 for a voluntary arrangement in respect of a body corporate is made; or
- (vii) an application to the Court is made by the directors for a moratorium;
- (e) in relation to a partnership any steps being taken with a view to entering any form of insolvency procedure contemplated by the Insolvent Partnerships Order 1994, or the entry into some such procedure, or more than 10 per cent of the number of partners for the time being meeting the criteria set out in this definition;
- (f) any analogous or equivalent proceedings actions or events to those referred to in (a) to (d) (inclusive) above that are instituted or occur in any jurisdiction other than England and Wales;

"Insurance Rent"

an amount equal to a fair and reasonable proportion (or in the case of clause 6.1.1.1(b) the whole) of the proper costs and expenses incurred by the Landlord in effecting and maintaining insurance pursuant to clause 6.1 (including the cost of valuations for insurance purposes (but no more than once in any 12

month period) and any increase in premium attributable to any Tenant's default) proportionately for any part of a year;

"Insured Risks"

fire storm tempest flood earthquake lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them riot civil commotion malicious damage bursting or overflowing of watertanks apparatus and pipes landslip and impact by road vehicles;

"Landlord"

means the party so referred to in clause LR3 and includes that party's successors in title to the Landlord's Interest;

"Landlord's Interest"

means the reversion immediately expectant on the determination of the Term;

"Lawful Occupier"

means the Tenant or any Group Company in occupation under the terms of clause 5.14.3;

"Lease"

this underlease and any document which is supplemental to it or which is entered into pursuant to or in accordance with its terms;

"Loss"

all liabilities incurred all damage and loss suffered all claims demands actions and proceedings made or brought and all reasonable and proper costs disbursements and reasonable and proper expenses incurred

"Outgoings"

all existing and future rates duties and taxes and charges for utilities exclusively serving the Premises (including any connection and hiring charges) and other services and other outgoings whatsoever (whether or not of a capital or non-recurring nature or of a wholly novel character);

"Planning Legislation"

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991

| | |
|---------------------------------|--|
| "Premises" | means the premises known as Unit 87 Kingsway Stretford Mall, Stretford as more particularly described in Schedule 1; all of which premises are shown edged red on Plan 1; |
| "Prescribed Rate" | 4 per cent per annum above the base rate of The Royal Bank of Scotland plc or any other clearing bank the Landlord nominates; |
| "Rents" | the rents reserved by clause 3; |
| "Retained Parts" | all parts of the Centre other than the Premises and those parts which are or are intended to become the responsibility of any other occupier of the Centre; |
| "Service Charge" | the sums payable by the Tenant in accordance with schedule 5; |
| "Superior Landlord" | the person from time to time entitled to the reversion immediately expectant on the determination of the Superior Lease and (where the context admits) all superior landlords however remote; |
| "Superior Lease" | a lease dated 27 March 1992 between (1) Trafford Borough Council and (2) The Arndale Property Trust Limited and a lease dated 10 February 1998 made between (1) Trafford Borough Council and (2) P&O Property Holdings Limited both of which are registered at the Land Registry under title number GM654979 (or any lease from time immediately superior to this Lease); |
| "Tenant" | means the party so referred to in clause LR3 and includes that party's successors in title to this Lease; |
| "Term" | means the term as defined in clause LR6; |
| "Term Commencement Date" | 23 January 2017 ⁷ ; |
| "Uninsured Risks" | any risk expressly specified in the definition of Insured Risks which renders the Premises unfit for occupation and use and which is not insured because insurance is not available or is not available in the London market on reasonable terms (save that an Insured Risk shall not be deemed an Insured Risk where the Landlord's insurance is vitiated by the Tenant anyone deriving title under the Tenant or anyone at the Premises with the express or implied consent of the Tenant or anyone deriving title under the Tenant) |
| "Wireless Data Services" | means the provision of data voice or video connectivity or services permitting or offering access to the internet any wireless network mobile network |

or telecom system which involves the use of a wireless or mobile device.

"VAT"

value added tax or any tax of a similar nature which may be substituted for it or levied in addition to it.

- 1.2 References to a schedule or clause are references respectively to a schedule to or a clause of this Lease and references in a schedule to paragraphs are references to paragraphs of that schedule.
- 1.3 The words and expressions used in the Particulars shall have in this Lease the meanings ascribed to them in the Particulars.
- 1.4 Where any party to this Lease comprises more than one person any obligations shall be joint and several obligations on the part of those persons.
- 1.5 Unless otherwise stated a reference to any statute shall include any statutory amendment modification or re-enactment of it for the time being in force and all subordinate legislation made under it.
- 1.6 Any tenant covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.
- 1.7 References to any right of the Landlord to enter or have access to the Premises extend to the Superior Landlord and anyone the Landlord or the Superior Landlord authorise, with or without plant or equipment.
- 1.8 While this Lease is an underlease whenever the consent or approval of the Landlord is required the consent or approval of the Superior Landlord acting in accordance with the Superior Lease shall also be required and any indemnity or right in favour of the Landlord shall also be in favour of the Superior Landlord.
- 1.9 References to costs payable by the Tenant include all reasonable and proper legal costs surveyors architects' bailiffs' and other reasonable and proper professional fees and all other related expenditure reasonably and properly incurred by the Landlord or the Superior Landlord.
- 1.10 Any consent approval or licence required from the Landlord or the Superior Landlord shall only be effective if given in writing and signed by or on behalf of the Landlord or the Superior Landlord respectively.
- 1.11 References to insurance money being irrecoverable shall mean irrecoverable for any reason including because any relevant insurance policy has been vitiated or because it was not reasonably practicable to effect such a policy.
- 1.12 References to:
 - 1.12.1 "breach" of any provision include any failure to observe or perform that provision;
 - 1.12.2 the words "include" and "including" shall be deemed to be followed by the words "without limitation";

1.12.3 "Tenant's default" includes any act default or omission of the Tenant or any person on the Premises with the express or implied consent of the Tenant or other permitted occupier;

1.12.4 "the termination of the Term" means the termination of the Term by any means whatever.

1.13 The expressions "landlord covenant" and "tenant covenant" have the meanings ascribed to them by section 28(1) of the 1995 Act and relate to the tenancy created by this Lease.

2. DEMISE

2.1 The Landlord demises the Premises to the Tenant with full title guarantee for the Term, together with the rights set out in schedule 2 in common with others and excepting and reserving in favour of the Landlord the Superior Landlord and mortgagee of either of them and anyone authorised by the Landlord the rights set out in schedule 3 and subject to the matters set out in schedule 4.

3. RENTS

The following rents are reserved and payable by the Tenant:

3.1 The Rent

Yearly and proportionately for any less period than a year the Principal Rent (exclusive of VAT or any other tax or imposition which the Tenant may at any time during the Term be required by law to pay in addition to the Principal Rent) without any deduction abatement counterclaim or set off whatsoever (whether legal or equitable) such Principal Rent to be paid by equal monthly payments in advance on the first day of each month during the Term the first payment of Principal Rent under this Lease (being the proportionate payment in respect of the period commencing on and including the Rent Commencement Date and ending on and including the day before the last day of the month in which the Rent Commencement Date falls) being due on the Rent Commencement Date

3.2 Service charge rent

By way of further and additional rent from the Term Commencement Date the Service Charge.

3.3 Insurance Rent and additional rent

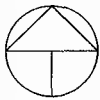
Within 14 days of written demand and by way of further and additional rent the Insurance Rent interest and all other sums due to the Landlord under this Lease.

3.4 Additional Rent

By way of further rent VAT which is chargeable on the rents reserved by this lease.

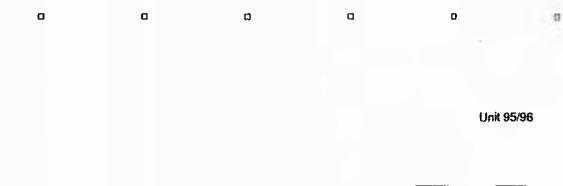
4. TENANT'S COVENANTS

The Tenant covenants with the Landlord throughout the Term as follows:



NOTES

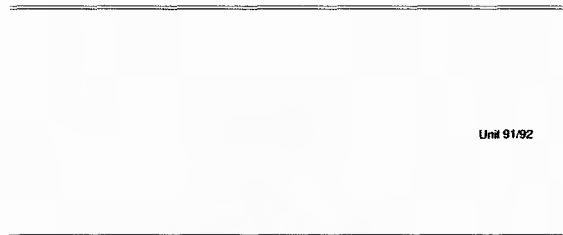
The Contractor is to check all dimensions and conditions on site before commencing. Do not scale from this drawing. This drawing remains the copyright of POZZONI LLP.



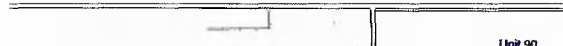
Unit 95/96



Unit 93/94



Unit 91/92



Unit 90



Unit 89



Unit 88



Unit 87



Unit 86



Unit 85



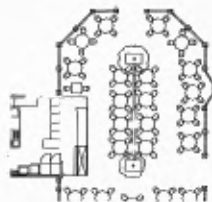
Unit 84



Unit 73/80

Unit 81/82

BROADY ST MALL



KINGSWAY MALL

Unit 38/40

Unit 34/36

Unit 32

Unit 28/30

KING STREET MALL

Unit 97/98

Unit 99

Unit 100

Unit 101

Unit 137

Unit 2

Unit 3

Unit 4

Unit 5

Unit 6

Unit 7/8

Unit 9/10

Unit 11

Unit 12

- ☐ Feasibility
- ☒ Design
- ☐ Tender
- ☐ Contract
- ☐ Construction
- ☐ As Built

Client
M&M Asset Management Ltd

Job
Stretford Mall

Drawing
Unit 87 GF Plan_As Existing

Scale
1 : 500

2D **JW**

Date **Dec 2016**

Drg. No.
P4154 -87 GF

Rev
@ A4

Description

By

Date

pozzoni

London House
115 Golden Lane
London EC1Y 0TJ
020 787 0079

2 Woodville Road
Altrincham
WA14 2FH
0161 928 7848

architects@pozzoni.co.uk www.pozzoni.co.uk

4.1 Payment of Rents

The Tenant shall pay the Rents in accordance with clause 3 without any deduction abatement counterclaim or set off whatsoever (whether legal or equitable) and if required by the Landlord the Principal Rent shall be paid by bankers standing order or direct credit transfer to such account as the Landlord shall notify the Tenant (but for the avoidance of doubt the Tenant shall not be required to pay by direct debit).

4.2 Interest in default

4.2.1 If any payment of the Principal Rent is not paid on the due date or if the Insurance Rent the Service Charge or other rents reserved by or sums payable pursuant to this Lease are more than fourteen days overdue the Tenant shall pay interest on the amount due at the Prescribed Rate from the due date until the date of payment. Interest shall be payable after as well as before any judgment.

4.2.2 Without prejudice to any other right remedy or power contained in this Lease or otherwise available to the Landlord if the Landlord shall decline to accept any of the Rents so as not to waive any existing breach or alleged breach of covenant the Tenant shall pay interest on such Rents at the Prescribed Rate from and including the date when payment was due (or where applicable would have been if demanded on the earliest date on which it could have been demanded) to the date when payment is accepted by the Landlord.

4.3 Outgoings

4.3.1 The Tenant shall pay all Outgoings that may be charged assessed or imposed in respect of the Premises or the owner or occupier of them save for Outgoings arising from any dealing with the reversion to this Lease or the receipt of the Rents (other than VAT payable on them) and in the absence of a direct assessment of the Premises shall pay to the Landlord a fair and reasonable proportion (to be reasonably determined by the Landlord) of any such Outgoings.

4.3.2 The Tenant shall indemnify the Landlord from and against any loss of rating relief as a result of relief given to the Tenant or other permitted occupier for any period before the termination of the Term.

4.4 VAT

4.4.1 All sums (including for the avoidance of doubt all rents reserved by this Lease) payable by the Tenant hereunder which may be subject to VAT shall be considered to be tax exclusive sums.

4.4.2 Whenever the Tenant makes a payment to the Landlord in respect of supplies (within the meaning of the Value Added Tax Act 1994) to the Tenant, the Tenant shall in addition pay any VAT chargeable in respect of those supplies

4.4.3 Whenever the Tenant is required to pay or reimburse to the Landlord any sums incurred by the Landlord or any other persons, the Tenant shall in addition pay to and indemnify the Landlord from and against any VAT chargeable in respect of those sums

4.5 Repair and maintenance

- 4.5.1 The Tenant shall keep the Premises in good and substantial repair and condition and clean and tidy
- 4.5.2 The Tenant shall be obliged to replace any of the Landlord's fixtures and fittings which need replacing with new ones of similar type and quality, and shall be obliged to keep all plant machinery and equipment in the Premises which exclusively service the Premise properly maintained and in good working order, replacing or renewing it as necessary.
- 4.5.3 The Tenant shall clean the windows shop front and fascia of the Premises as often as reasonably necessary and at least once a month.
- 4.5.4 The obligations contained in clause 4.5.1 shall not apply to damage due to any of the Insured Risks or Uninsured Risks, unless any insurance money is irrecoverable owing to the Tenant's default (in respect of Insured Risks).
- 4.5.5 The Tenant shall not allow rubbish to accumulate in the Premises or the Centre, other than in proper receptacles and kept only in a designated area.
- 4.5.6 The Tenant shall take all necessary precautions to prevent frost damage to any pipes or water apparatus in the Premises.

4.6 Decoration

- 4.6.1 The Tenant shall decorate the Premises as often as is reasonably necessary.
- 4.6.2 All decoration is to be carried out in a good and workmanlike manner with good quality materials and all decoration is to be in colours approved by the Landlord (such approval not to be unreasonably withheld or delayed).

4.7 Notice as to Defects

As soon as the Tenant becomes aware or ought reasonably to become aware, of any defect or any wants of repair in the Premises which would or might give rise to an obligation on the Landlord to do or refrain from doing an act or thing in order to comply with any statutory duty of care imposed on the Landlord the Tenant shall give the Landlord written notice of the defect.

4.8 Landlord's rights of entry

- 4.8.1 The Tenant shall permit the Landlord at all reasonable times on reasonable prior written notice with all necessary materials and appliances to enter (and if necessary in an emergency to enter) the Premises:
 - 4.8.1.1 to examine and record the condition of or carry out work to the Premises (and where the same cannot otherwise be reasonably undertaken) the Centre or the Conducting Media;
 - 4.8.1.2 to exercise any of the rights excepted and reserved by this Lease and to comply with its obligations under this Lease or any superior lease;

- 4.8.1.3 to carry out any assessment or inspection in connection with the preparation of an EPC;
 - 4.8.1.4 to execute repairs decorations or alterations or to carry out other works to the Premises (and where the same cannot otherwise be reasonably undertaken) any adjoining premises Conducting Media or the Centre;
 - 4.8.1.5 for any other reasonable purpose connected with the Landlord's interest in the Premises or the Centre included valuing or disposing of the Landlord's interest in them,
- 4.8.2 The Landlord shall give not less than 24 hours prior written notice of such entry (save in case of emergency when no notice shall be required) and shall cause as little damage and disturbance as reasonably practicable to the Premises, stock, fixtures and fittings and the tenant's business and shall make good all damage caused to the Premises, stock, fixtures and fittings and tenant's business and to comply with such requirements and make such arrangements for security of the Premises as the Tenant may reasonably require (save where the Tenant is breach of the tenant Covenants in this lease)

4.9 To Repair on Notice

The Tenant shall repair and make good to the reasonable satisfaction of the Landlord all breaches of covenant defects and wants to repair for which the Tenant may be liable and shall commence any such repair within two calendar months after the giving of written notice to the Tenant or sooner in the case of emergency.

4.10 Landlord's right to remedy breaches of covenant

- 4.10.1 The Landlord may serve notice requiring the Tenant to remedy breaches of tenant covenants. Clause 4.10.2 applies in any event in case of emergency or in other cases if, after service of such notice, the Tenant does not commence and diligently proceed to remedy the breaches within any reasonable period specified in the notice.
- 4.10.2 The Landlord may (with or without workman and with or without equipment) enter the Premises to remedy breaches of tenant covenants. The Tenant shall within 14 days of written demand pay the reasonable and proper costs incurred pursuant to this clause 4.10 together with interest at the Prescribed Rate from the date on which the costs are incurred until the date of payment.

4.11 Disposals

Not to assign underlet hold on trust charge part with or share the possession of the whole of the Premises or any part or parts thereof nor part with or share the occupation of the whole or any part or parts of the Premises save as permitted under this Lease.

4.12 Alienation etc

- 4.12.1 The Tenant shall not assign, hold on trust for another, underlet or charge, nor part with or share possession or occupation of, nor grant licences or franchises to use or occupy, the whole or any part of the Premises.

4.12.2 Notwithstanding Clause 4.12.1 and subject to compliance with this Clause 4.12, the Tenant may:-

4.12.2.1 with the licence of the Landlord (which shall not be unreasonably withheld or delayed) assign the whole of the Premises;

4.12.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord shall be entitled to withhold licence to an assignment if any of the circumstances set out in Clause 4.12.4 applies and shall be entitled to grant such licence subject to any or all of the conditions set out in Clause 4.12.5. This is without prejudice to the Landlord's right to withhold licence in other circumstances or to grant it subject to other conditions if it would be reasonable to do so.

4.12.4 The circumstances are as follows:-

4.12.4.1 at the time of the licence application there is any material subsisting breach of a tenant covenant;

4.12.4.2 in the Landlord's reasonable opinion the proposed assignee will not be able to comply with the tenant covenants;

4.12.4.3 the proposed assignee is a member of the same group as the Tenant (within the meaning of section 42 of the 1954 Act).

4.12.5 The conditions are as follows:-

4.12.5.1 the licence to assign shall contain a covenant by the assignee directly with the Landlord to comply with the tenant covenants until the assignee is released from its obligations by virtue of the 1995 Act;

4.12.5.2 the Tenant wishing to assign this Lease ("the outgoing tenant") and any former tenant under this Lease who, owing to an excluded assignment as defined by section 11 of the 1995 Act, has not previously been released from the tenant covenants, shall if reasonably required by the Landlord enter into an authorised guarantee agreement within the meaning of section 16 of the 1995 Act, in the form reasonably required by the Landlord, guaranteeing the assignee's performance of the tenant covenants;

4.12.5.3 the assignee shall (where it is reasonable to do so) procure that a guarantor reasonably acceptable to the Landlord, guarantee the assignee's performance of the tenant covenants (the guarantee to be in such form as may reasonably be required by the Landlord).

4.12.6 If before completion of the deed of assignment any of the circumstances specified in Clause 4.12.4 arise the Landlord may revoke its licence by written notice.

4.13 Alterations

4.13.1 The Tenant shall not cut injure or alter any part of the structure of the Centre.

4.13.2 The Tenant shall not make any alterations or additions of any nature whatsoever to the Premises either externally or internally other than:

4.13.2.1 internal non-structural alterations;

4.13.2.2 installation of or non-structural alterations to any shopfront or fascia in the Premises provided such installation or alteration is in accordance with the overall shop design scheme and has the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed).

4.13.3 The Tenant shall not alter the heating or electrical systems in the Premises or the boilers including ancillary equipment and pipe work (if any) in or serving the Premises without the Landlord's prior approval and shall not make any alterations to the Premises which affect the operation of the sprinkler system.

4.13.4 If Landlord's consent is granted pursuant to clause 4.13.2:

4.13.4.1 it may be subject to such conditions as the Landlord reasonably requires and the Landlord may as a condition of giving its consent require that the Tenant at the expiration or sooner determination of the Term howsoever determined restores and reinstates the Premises or the part or parts affected to the condition they were in prior to the carrying out of such alterations additions or installations the Tenant making good any damage caused thereby and in the event of such consent being given the covenants and conditions herein contained shall apply mutatis mutandis to any such alterations additions or installations

4.13.4.2 before starting the works, if the works are substantial, the Tenant shall provide security acceptable to the Landlord (acting reasonably) sufficient to complete the works or reinstate the Premises if the Tenant begins but does not complete the works within a reasonable time.

4.13.5 In the event of any breach of this clause 4.13.4 the Landlord shall thereupon be at liberty at the Tenant's reasonable and proper expense to remove any unauthorised alterations additions or installations.

4.14 CDM Regulations

4.14.1 If the CDM Regulations apply to any work that the Tenant carries out (or has carried out by a person acting with its authority) at the Premises the Tenant will:

4.14.1.1 (in relation to any such work for which the Tenant and the Landlord are both clients for the purposes of the CDM Regulations) elect to accept sole responsibility for performing the client's duties to the extent that this is allowed by the CDM Regulations;

4.14.1.2 perform such client's duties;

4.14.1.3 provide the Landlord with a copy of all notifications and declarations required to be given by such client under the CDM Regulations;

- 4.14.1.4 promptly on completion of such work give the Landlord a copy of the health and safety file produced in accordance with the CDM Regulations; and
- 4.14.1.5 use reasonable endeavours to ensure that there is granted to the Landlord licence to copy and use all information comprised in such file for any purpose related to the Landlord's interest in the Centre and to grant sub-licences and transfer such licence to third parties.

4.15 Town planning

- 4.15.1 The Tenant shall comply at its own cost with the Planning Legislation in relation to the Premises and shall not apply for any planning permission relating to the Premises or the Centre without the Landlord's prior consent. The Tenant shall immediately deliver to the Landlord a copy of any planning permission granted in respect of the Premises or the Centre.
- 4.15.2 The Tenant shall not carry out any operations or change of use on the Premises until the Landlord has acknowledged that every necessary planning permission is acceptable. The Landlord may refuse to accept a planning permission on the grounds that it would in the opinion of the Landlord (acting reasonably), be (or be likely to be) prejudicial to the Landlord's interest in the Premises or in the Centre, whether during or after the termination of the Term.
- 4.15.3 Unless the Landlord directs otherwise, the Tenant shall carry out, before the termination of the Term any works required as a condition of any planning permission implemented by the Tenant. The Tenant shall do this whether or not the date by which the planning permission requires such works to be carried out falls within the Term.
- 4.15.4 The Tenant shall indemnify the Landlord against any sums payable in connection with any planning permission or as a consequence of any planning permission involving the change of use of the Premises.
- 4.15.5 If the Tenant shall receive any compensation relating to the Tenant's interest hereunder due to any restriction placed upon the use of the Premises as a result of Planning Legislation then if and when the Tenant's interest hereunder shall determine the Tenant shall forthwith make such provision as is just and equitable for the Landlord to receive its due benefit from such compensation.

4.16 Use

- 4.16.1 The Tenant shall not use the Premises otherwise than for the Permitted Use or for any other use that falls within Class A1 of the Schedule to the Town & Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 (as enacted at the date of this Lease) ("**1987 Order**") as the Landlord may approve in writing (such approval not to be unreasonably withheld or delayed) and subject to the change not conflicting with the interests of good estate management or a reasonable requirement for an appropriate tenant mix within the Centre.
- 4.16.2 The Tenant shall not do anything which may cause a legal nuisance damage or cause loss to the Landlord or any owner or occupier of any nearby property.

- 4.16.3 The Tenant shall not use the Premises for any immoral illegal harmful objectionable or dangerous occupation or for holding any sale by auction for keeping birds or animals or as a residence.
- 4.16.4 The Tenant shall not overload the floors of the Premises.
- 4.16.5 The Tenant shall not display any flashing light so as to be visible from outside the Premises, or play any music or use any apparatus in such manner so as to be audible from outside the Premises provided that the Landlord acknowledges that some noise may be possible from time to time whilst the doors of the Premises are opened.
- 4.16.6 The Tenant shall comply with all reasonable regulations made by the Landlord from time to time and notified to the Tenant in writing for the general management and security of the Centre the Common Parts and other areas used or to be used in common with others and shall take all reasonable steps to secure compliance with such reasonable regulations by the Tenant's staff and visitors and shall display and maintain all notices which the Landlord may from time to time reasonably require to be displayed in the Premises relating to matters of security safety health or hygiene.
- 4.16.7 The Tenant shall not do anything which interferes with heating cooling or ventilation of the Centre or any other centrally controlled systems or which imposes an additional load on the heating cooling or ventilation plant and equipment or any such other systems beyond that which they are designed to bear save with consent of the Landlord.
- 4.16.8 The Tenant must not discharge into any Conducting Media any substance which may cause an obstruction or might damage any Conducting Media or the drainage systems of the Centre.
- 4.16.9 The Tenant shall not do anything as a result of which the Common Parts or other area over which the Tenant might have rights of access or use may become damaged or their fair use by others may be obstructed in any way.
- 4.16.10 If applicable, the Tenant shall take all necessary steps to ensure that all smells caused by cooking refuse or food shall not cause in the reasonable opinion of the Landlord any nuisance or annoyance to the Landlord or any of the tenants or occupiers of the Centre.
- 4.16.11 The Tenant shall not carry on any trade or business or do any act or thing which in the reasonable opinion of the Landlord is not in keeping with the standards required of a high quality retail shopping centre provided always that the use of the Premises for the Permitted Use shall not be a breach of this clause.
- 4.16.12 The Tenant and its employees agents and visitors shall not bring into or consume or sell any alcoholic drinks or smoke in the Premises or in any part of the Centre.

4.17 Deliveries

The Tenant shall not load or unload vehicles except in any designated area. The Tenant shall not use the Common Parts for deliveries except within any designated times. For the avoidance of doubt such designated areas and times are as designated by the Landlord (acting reasonably) from time to time and notified to the Tenant.

4.18 Legal requirements

- 4.18.1 The Tenant shall comply with all legal requirements and every statute and obligation relating to the Premises the use of them and the use of anything in them whether the requirements are imposed on the Landlord the Tenant the occupier or any other person provided always that the Tenant shall not be obliged by this or any other provision with this Lease to install repair or renew a sprinkler system at the Premises.
- 4.18.2 The Tenant shall execute all works and provide and maintain all arrangements on or in respect of the Premises or their use which are required by any statute now in force or which may after the date of this Lease be in force or by any competent authority and shall indemnify the Landlord from and against all costs charges fees and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so required.

4.19 Copies of notices

If the Tenant receives any notice order or proposal in relation to the Premises it shall as soon as reasonably practicable upon becoming aware of the same supply a copy to the Landlord comply with it (unless required by the Landlord not to do so) and if reasonably required by the Landlord (but at the cost of the Landlord) make or join with the Landlord in making such objections or representations as the Landlord reasonably requires.

4.20 Signs and displays

- 4.20.1 The Tenant shall not display any sign or advertisement so as to be visible from outside the Premises, other than a sign first approved by the Landlord (such approval not to be unreasonably withheld or delayed) showing the trading name of the Tenant or other permitted occupier and normal window displays. All permanent signs visible from the exterior of the Premises are to be of a professional standard and back lit.
- 4.20.2 The Tenant shall ensure that all trade signs or notices on the inside of the windows are unobjectionable and inoffensive and are necessary or usual for the trade or business of the Tenant so long as such signs or notices do not cover more than 20% of the aggregate surface area of the shopfront and the windows of the Premises.
- 4.20.3 The Tenant shall keep the display windows of the Premises suitably dressed at all times and suitably lit during trading hours.

4.21 Encroachments

The Tenant shall not stop up any windows or lights at the Premises or interfere with any easement which benefits the Premises or any other premises and shall prevent any encroachment or easement being made against or acquired over the Premises. The Tenant shall notify the Landlord immediately if any encroachment or the acquisition of any easement is made or attempted and shall at the request of the Landlord adopt such means as shall be required by the Landlord to prevent the making of any encroachment or the acquisition of any easement.

4.22 Letting and sale notices

The Tenant shall permit the Landlord after reasonable prior notice to fix on the Premises a notice board for re-letting or selling the Premises and shall not remove or obscure the board provided that the Tenant's signage is not materially obscured and the shop windows and fascia of the Premises are not materially obscured. The Tenant shall permit all those authorised by the Landlord to view the Premises at reasonable times after reasonable prior written notice.

4.23 Information

The Tenant shall produce on request any plans documents or other evidence which the Landlord reasonably requires to satisfy itself that the Tenant has complied with the tenant covenants.

4.24 The Centre

The Tenant shall not damage or obstruct any part of the Centre and shall comply with all reasonable regulations made by the Landlord.

4.25 Yielding up

4.25.1 At the expiration or earlier termination of the Term the Tenant shall yield up the Premises in accordance with the covenants by the Tenant contained in this Lease and with vacant possession.

4.25.2 At the expiration or earlier determination of the Term the Tenant shall only be obliged to clear the Premises of free standing fixtures and fittings, and leave the Premises in a clean and tidy condition and in condition in accordance with the provisions of this Lease.

4.26 Matters affecting the Premises

The Tenant shall observe and perform all obligations in respect of the Premises arising from the matters specified in Schedule 4.

4.27 Fees

The Tenant shall pay on an indemnity basis within 14 days of written demand all reasonable and proper costs fees charges disbursements and expenses properly incurred by the Landlord:

4.27.1 In or incidental to any proceedings under sections 146 or 147 of the Law of Property Act 1925 including the preparation and service of notices notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;

4.27.2 in relation to the preparation and service of a schedule of dilapidations at any time during the Term or at any time within three months after the determination of the Term, however it ends but in each case only relating to wants of repair occurring during the Term or occupation by the Tenant;

4.27.3 in connection with any breach of covenant by or the recovery of arrears of Rents due from the Tenant;

- 4.27.4 in respect of any application for consent licence or approval under this Lease (such costs to include reasonable management fees and expenses) whether or not the application is withdrawn refused or granted unless such consent is unlawfully refused or offered subject to unreasonable conditions;

4.28 The Superior Lease

- 4.28.1 To observe and perform the covenants on the part of the tenant contained in the Superior Lease save to the extent that they are expressly assumed by the Landlord in this Lease.
- 4.28.2 To pay within 14 days of written demand all reasonable and proper costs incurred by the Landlord in enforcing the Superior Landlord's covenants in the Superior Lease in accordance with clause 5.3.2 and in obtaining the Superior Landlord's consent under the Superior Lease in accordance with clause 5.3.3 whether or not the application is granted refused withdrawn or granted subject to conditions.

4.29 Land registration

- 4.29.1 On the determination of the Term the Tenant will promptly and at its own expense close any registered title relating to this Lease and cancel any note of this Lease made in any title at the Land Registry.

4.30 Indemnity

The Tenant shall indemnify the Landlord against all actions claims liabilities costs expenses taxes charges levies impositions and (without limitation) other liabilities of whatsoever nature arising out of or attributable to:-

- 4.30.1 Every breach of the covenants and obligations on the part of the Tenant contained or referred to in this Lease or any document supplemental to this Lease
- 4.30.2 The carrying out of any alterations additions or (without limitation) other works
- 4.30.3 The state and condition of the Property and any equipment used in or in connection with the Property
- 4.30.4 Section 4 Defective Premises Act 1972
- 4.30.5 Any act or omission by the Tenant any person deriving title under the Tenant or their servants agents or invitees (including without prejudice to the generality of the foregoing any compensation payable by the Landlord pursuant to Landlord and Tenant Act 1927 or 1954 to any person or company deriving title under the Tenant)
- 4.30.6 The use or occupation of the Property and the exercise of the rights granted by this Lease
- 4.30.7 Abating any nuisance or annoyance emanating from the Property and executing all such works as may be necessary for abating such a nuisance or annoyance
- 4.30.8 Remedying any matter and carrying out any works in connection with the Property in obedience to any notice served pursuant to any statutory provision or by any local or other competent authority

4.31 Public Liability and Employers Liability

The Tenant shall at its own expense effect and maintain full insurance cover in respect of public liability and employers liability in connection with activities carried on from the Premises and properly pay all premiums necessary in respect of such insurance when due and if requested in writing to produce to the Landlord or the Landlord's agent as soon as reasonably practicable following written demand an insurance policy.

4.32 Sprinkler Security and Fire Alarm Systems

The Tenant shall permit the Landlord and any security company which is responsible for servicing and maintaining the sprinkler system and the intruder fire alarm systems in the Centre to enter the Premises upon reasonable written notice (being at least 48 hours)(except in case of emergency where no notice shall be required) for the purpose of servicing and maintaining the systems.

4.33 Trading

The Tenant shall keep the Premises open for trade to the general public during the Centre Opening Hours and trade throughout substantially the whole of the Premises provided always that the Landlord acknowledges the right for the Tenant to keep the Premises open 24 hours a day 365 days a year during the Term.

4.34 Energy Performance Certificate

4.34.1 If any alterations are made to the Premises by the Tenant or any undertenant which invalidate a valid EPC for the Premises or the whole or any part of the Centre held by the Landlord or the Superior Landlord or materially adversely affect any such EPC the Tenant shall (at the Landlord's option) either:

4.34.1.1 forthwith obtain an EPC in accordance with the EPB Regulations for the Premises or the part of the Centre which includes the Premises at its own cost (using an assessor nominated by the Landlord acting reasonably and in relation to which the assessor owes a duty of care to the Landlord); or

4.34.1.2 indemnify the Landlord in accordance with the provisions of clause 4.34.2.

4.34.2 If an EPC obtained by the Tenant invalidates or materially adversely affects a valid EPC for the Premises or the Centre held by the Landlord the Tenant shall indemnify the Landlord against all costs reasonably incurred by the Landlord procuring a replacement EPC and/or any Loss suffered by the Landlord as a consequence.

4.34.3 The Tenant will provide the Landlord with a copy of any EPC and all ancillary records obtained in respect of this clause within seven days of its receipt of the EPC and payment of any costs due under this clause.

4.34.4 The Tenant will allow the Landlord and any person authorised by it to have access to all documentation data and information in the Tenant's or undertenant's possession or under its control reasonably required to prepare an EPC for the

Premises or the Centre and/or comply with any duty imposed on the Landlord under the EPB Regulations and the Tenant shall co-operate with the Landlord and any person authorised by the Landlord so far as it is reasonably necessary to enable them to carry out such functions.

5. LANDLORD'S COVENANTS

5.1 Quiet enjoyment

The Landlord covenants with the Tenant that, subject to the Tenant paying the Rents and complying with the tenant covenants the Tenant shall hold the Premises peaceably and without any interruption by the Landlord or any person lawfully claiming under or in trust for it.

5.2 Services

The Landlord covenants with the Tenant that, subject to the Tenant paying the sums due pursuant to schedule 5, the Landlord shall use its reasonable endeavours to carry out the services set out in part 1 of schedule 5.

5.3 The Superior Lease

5.3.1 The Landlord covenants with the Tenant to pay the rents reserved by the Superior Lease and perform or procure the performance of the other covenants of the Superior Lease which are not the responsibility of the Tenant under the terms of this Lease.

5.3.2 On the request of the Tenant to use reasonable endeavours to enforce the Superior Landlord's covenants in the Superior Lease.

5.3.3 To use reasonable endeavours to obtain the Superior Landlord's consent (if required) under the Superior Lease when:

5.3.3.1 the Tenant has applied for consent under this Lease; or

5.3.3.2 the Landlord gives that consent or could not reasonably withhold or delay it,

provided that the Landlord shall not be liable for refusing to grant a consent solely because the Superior Landlord has unreasonably refused to grant the relevant consent to the Landlord or has granted consent subject to unreasonable conditions.

5.4 Whilst VIP Bury Limited (Company Registration Number 08082588) is the Tenant, the Landlord shall, so far as is lawfully permissible, not permit any letting within the Centre to retailers whose principal use shall be for the sale of electronic cigarettes. The Tenant shall indemnify the Landlord against all actions claims liabilities costs expenses taxes charges levies impositions and (without limitation) other liabilities of whatsoever nature arising out of or attributable to compliance by the Landlord with this covenant.

6. INSURANCE

6.1 Landlord to insure

6.1.1 Subject to the Tenant paying the Insurance Rent and subject to any excesses exclusions or limitations required by the insurers, the Landlord shall insure against:

6.1.1.1 loss or damage to the Centre by the Insured Risks and such other risks as the Landlord may in its absolute discretion reasonably determine for the following:

(a) the full reinstatement cost of the Centre including professional fees and incidental expenses the cost of shoring up demolition and site clearance an allowance for building cost increases and VAT;

(b) loss of the Principal Rent payable or reasonably estimated to be payable for 3 years;

6.1.1.2 property owner's employer's and public liability of the Landlord in connection with the Centre;

6.1.1.3 any other matter the Landlord (acting reasonably) deems necessary to insure.

6.1.2 The insurance shall be effected with such reputable insurers as the Landlord chooses. The Landlord shall be entitled to retain for its own benefit any commissions or discounts on the gross premiums and all insurance proceeds shall belong to the Landlord absolutely.

6.1.3 The Landlord shall not be obliged to insure pursuant to clause 6.1.1:

6.1.3.1 any tenants and trade fixtures and fittings; or

6.1.3.2 to the extent that insurance is not available in the normal market at a reasonable premium; or

6.1.3.3 to the extent that insurance is vitiated or is unobtainable by reason of the Tenant's default.

6.2 Evidence of insurance

At the reasonable request of the Tenant, the Landlord shall produce evidence of the insurance and payment of the last premium.

6.3 Rent suspension

If:

6.3.1 the whole or any part of the Centre or the Premises (other than tenant's and trade fixtures and fittings) are destroyed or damaged by any of the Insured Risks so as to render the Premises unfit for occupation or inaccessible; and

- 6.3.2 the insurance money is not rendered irrecoverable in whole or in part as a result of the Tenant's default; and

then (subject to any excesses, exclusions or limitations on the loss of Rent insurance) the Rent reserved pursuant to clause 3.1 and the Service Charge, or a fair proportion of them according to the nature and extent of the damage sustained, shall be suspended, either until the Premises are fit for occupation and accessible or, if earlier, until the expiry of the period of 3 years from the date of damage or destruction. Any dispute regarding the suspension of rent shall be determined by the Independent Surveyor, acting as an expert.

6.4 Reinstatement

- 6.4.1 If the whole or any part of the Centre is destroyed or damaged by any of the Insured Risks then, subject to clauses 6.4.3 and 6.4.4 the Landlord shall as soon as reasonably practicable use all insurance money received in respect of the Centre (excluding sums for loss of rent) to rebuild repair or reinstate the Centre.
- 6.4.2 When rebuilding, repairing or reinstating the Centre the Landlord may make variations to its previous design as long as the Tenant is provided with accommodation reasonably equivalent to the Premises. The provisions of this Lease modified as necessary shall apply to such accommodation.
- 6.4.3 If the insurance money is irrecoverable in whole or in part as a result of the Tenant's default or if the insurance is subject to any excess the Tenant shall pay to the Landlord on demand the irrecoverable amount and/or the excess and the Landlord shall not be obliged to comply with clause 6.4.1 unless and until the Tenant has paid such sums.
- 6.4.4 The Landlord shall not be obliged to comply with clause 6.4.1 if prevented from doing so by any of the following events:
- 6.4.4.1 failure to obtain any consents necessary to enable rebuilding repair or reinstatement despite the Landlord using reasonable endeavours to obtain the same;
 - 6.4.4.2 grant of any necessary consents subject to a condition with which it would be unreasonable to expect the Landlord to comply;
 - 6.4.4.3 some defect in the site so that rebuilding repair or reinstatement could not reasonably be undertaken or could not be undertaken at reasonable cost;
 - 6.4.4.4 inability to obtain access to the site to rebuild repair or reinstate;
 - 6.4.4.5 war act of God government action strike lock-out or any other circumstance beyond the Landlord's reasonable control.
- 6.4.5 If the damage or destruction caused by an Insured Risk has not been made good within three years of its occurrence, so that the Premises are still unfit for occupation and access, then either party may serve notice terminating this Lease. On service of such notice the Term will end (but without prejudice to any rights that either party may have in respect of any antecedent claim or breach of covenant under this Lease) and all insurance money received will belong to the Landlord.

6.5 Insurers' requirements

The Tenant shall not do anything which may affect any insurance policy or increase any insurance premium in respect of the Centre or any nearby property. The Tenant will comply with all insurers' proper requirements.

6.6 Fire precautions

The Tenant shall supply and maintain such fire-fighting equipment as may be required by the insurers and not carry out any alterations which affect the operation of any sprinkler system.

6.7 Notice by Tenant

The Tenant shall give immediate notice upon becoming aware to the Landlord as soon as any damage caused by any of the Insured Risks occurs and as soon as there comes to its attention or ought reasonably to have come to its attention any occurrence which might affect any insurance relating to the Centre or any nearby property.

6.8 No other insurance to be effected by Tenant

The Tenant shall not insure the Premises or the Centre against any of the Insured Risks save for any plate glass insurance which the Tenant may choose to take out.

6.9 Major damage

If during the Term the Premises or the Centre shall be so damaged or destroyed by any of the Insured Risks as to render them substantially unfit for occupation or inaccessible and if the Landlord does not wish to reinstate or rebuild then the Landlord may determine this Lease by giving the Tenant not less than six months written notice to be given at any time within 12 months after such damage or destruction but such determination shall be without prejudice to any claim which the Landlord may have against the Tenant or any guarantor or which the Tenant may have against the Landlord for any previous breach of covenant or sum previously accrued due. If this Lease shall so determine the Landlord shall not be required to lay out any of the insurance monies which shall belong solely to the Landlord.

6.10 Uninsured Risks

6.10.1 If the Premises or any part thereof or the access thereto shall at any time during the Term be destroyed or damaged by any Uninsured Risk then the Landlord shall within 12 months of the date of such damage or destruction notify the Tenant that the Landlord has elected either:

6.10.1.1 that the Premises and access thereto shall be reinstated by the Landlord; or

6.10.1.2 that the Premises and/or access thereto are not to be reinstated by the Landlord.

6.10.2 In the circumstances specified in clause 6.10.1 of this Lease the cesser of rent provisions contained in clause 6.3 shall apply from the date of damage or destruction as if such damage or destruction was caused by an Insured Risk until the Premises have been reinstated so as to render the Premises fit for occupation and accessible or until this Lease is determined in accordance with clause 6.10.3 of this Lease.

- 6.10.3 If the Landlord shall elect that the Premises and the access are not to be reinstated by the Landlord or if the Landlord shall fail to make any election pursuant to clause 6.10.1.2 of this Lease within 12 months from the date of damage or destruction or the Landlord has not reinstated the Premises so that the Premises are rendered fit for occupation and accessible within two years and six months of the date of such damage or destruction then at any time thereafter either party may serve notice in writing to the other of its desire to determine this Lease and on service of such notice this Lease shall cease and determine without prejudice to the rights and remedies of either party in respect of any antecedent claim or breach of covenant

7. GENERAL PROVISIONS

It is agreed and declared as follows:

7.1 Forfeiture

- 7.1.1 Without prejudice to any other remedies of the Landlord if any of the events listed in clause 7.1.2 occur the Landlord may re-enter the Premises or any part of them and the Term will then cease.

- 7.1.2 The events are as follows:

- 7.1.2.1 the Rents or any part of them being in arrears for 14 days after becoming due (whether legally demanded or not); or
- 7.1.2.2 any of the Tenant's covenants in this Lease are not performed or observed in the manner and at the times herein specified; or
- 7.1.2.3 any guarantee granted by any guarantor of the Tenant's obligations is or becomes unenforceable (in whole or in part) for any reason whatsoever; or
- 7.1.2.4 if the Tenant or any guarantor of the Tenant's obligations (or if more than one person any one of them) suffers an Insolvency Event.

7.2 Disputes as to rights

Any dispute between the Tenant or any other occupier of the Premises and the other occupiers of the Centre or occupiers of any nearby property belonging to the Landlord shall be referred to the Landlord. The Landlord's decision shall be final and binding but the Landlord must act reasonably.

7.3 Rights of light

The Landlord may without obtaining the Tenant's consent or making any compensation to the Tenant deal as it thinks fit with the Centre or any adjoining or neighbouring property of the Landlord. The Landlord may build or allow to be built on the Centre or any adjoining or neighbouring property any buildings whatever whether or not they affect the light or air enjoyed by the Premises .

7.4 No implied rights

Save as otherwise expressly provided, the Tenant shall not be entitled by implication of law or otherwise to any easement or right. Neither section 62 of the Law of Property Act 1925 nor the rule in *Wheeldon v. Burrows* applies to this Lease.

7.5 Tenant's goods left in Premises

7.5.1 If any property of the Tenant remains in the Premises 7 days after the termination of the Term the Landlord may as the agent of the Tenant (and the Landlord is irrevocably appointed by the Tenant to act as such) sell that property and hold the proceeds of sale to the order of the Tenant after deducting the costs and expenses of removal, storage and sale. The Tenant shall indemnify the Landlord against any liability to any third party whose property is sold by the Landlord having been left at the Premises after the determination of the Term.

7.5.2 The Landlord may retain any proceeds of sale referred to in clause 7.5.1 if the Tenant does not claim them within two months of the termination of the Term.

7.6 No warranty as to planning

The Landlord does not warrant that the use of the Premises for the Permitted Use is authorised under the Planning Legislation.

7.7 Failure of services

The Landlord shall not be liable for interruption of failure in the provisions the Services

7.7.1 caused by factors beyond the Landlords control the interruption could reasonably have been prevented or shortened by the Landlord and the Landlord fails to take all practicable steps to restore the provision of the Services; or

7.7.2 unless the Landlord is or should have been aware of the interruption and has not remedied the provision of the Services within a reasonable time.

7.8 Exclusion

The Landlord is not to be liable for the death or injury to the Tenant or its employees and customers or for damage to any property of theirs or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them as a result of this Lease or the Tenant's use of the Premises.

7.9 Compensation

Any right for the Tenant to claim compensation (pursuant to the 1954 Act or otherwise) from the Landlord on vacating the Premises or otherwise is excluded to the extent permitted by law.

7.10 Schedules

The parties mutually undertake with each other to observe and perform the provisions contained in the schedules.

7.11 Notices

Any notices to be served under this Lease shall be validly served if served in accordance with section 196 of the Law of Property Act 1925.

7.12 Contracts (Rights of Third Parties) Act 1999

No term of this Lease may be enforced solely by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999.

7.13 Effect of Waiver

7.13.1 Each covenant by the Tenant shall remain in full force even though the Landlord may have waived or released it temporarily or waived or released a similar covenant affecting other property belonging to the Landlord.

7.13.2 No acceptance of or demand or receipt for any Rents by the Landlord after knowledge or a notice received by the Landlord or the Landlord's agents of any breach of any of the Lease provisions shall operate as a waiver in whole or in part of any such breach or of the Landlord's right of forfeiture or re-entry in respect of such matters.

7.13.3 Any such breach by the Tenant of any of the Lease provisions shall for the purpose of this Lease be a continuing breach of covenant so long as such breach is subsisting and no person deriving title through or under the Tenant shall be entitled to set up any such acceptance of or demand or receipt for any Rents as a defence in any action or proceedings by the Landlord.

7.14 The Superior Lease

This Lease is subject to any exceptions and reservations in the Superior Lease and the rights exercisable by the Landlord shall also be exercisable by the Superior Landlord and any mortgagee of the Landlord.

7.15 No set-off

Neither the Tenant nor any guarantor may withhold rent or exercise any right or claim to set-off (whether legal or equitable).

7.16 Severance

If any term of this Lease is held to be illegal or unenforceable to any extent, then that term will be deemed not to form part of this Lease to that extent and the remainder of this Lease will be unaffected.

7.17 Data protection

Where appropriate under the Data Protection Act 1998 the Tenant and any guarantor:

7.17.1 acknowledges that information relating to this Lease (including information relating to them and/or their respective personnel) may be held in electronic and other systems by the Landlord or by any managing agent retained by the Landlord for the purposes of the administration and enforcement of this Lease and the management and disposal of the Centre; and

7.17.2 agrees that such information may be used and, where necessary, disclosed to third parties for such purposes.

7.18 Apportionment

Where sums fall to be calculated for part only of a year they shall be apportioned on a daily basis according to the number of days in that year.

7.19 New Tenancy

This Lease constitutes a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

7.20 Trading

If the Tenant shall cease to trade from the Premises, save for any period of shop fitting, stocking or carrying out alterations permitted under the terms of this Lease, the Landlord may terminate this Lease by giving to the Tenant 14 days' notice in writing.

7.21 Governing Law

7.21.1 This Lease shall be governed and construed in all respects with English Law.

7.21.2 All parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Lease or any matter in connection therewith however arising.

7.22 Tenant's Break

7.22.1 If the Tenant (in this sub-clause meaning only the Tenant named in the Particulars and not any successors in title to the effect that the right to determine contained in this Lease shall come to an end on the assignment of the Property) shall desire to give up possession of the Property and does not desire the tenancy created by this Lease to be continued then the Tenant may determine the Term on the Tenant's Break Date subject to complying with the following conditions precedent:-

- (a) The Tenant shall give to the Landlord not less than three months prior written notice
- (b) The Rents and other sums payable under this Lease which have fallen due on or before the date of determination have been paid to the Landlord in full in cleared funds
- (c) The Tenant delivers up vacant possession of the Property on the date of determination free of any interest estate or occupation of and any incumbrances created by the Tenant or any person deriving title under the Tenant
- (d) The Tenant yielding up the Property in accordance with the covenants on its part contained in this Lease (or any documents supplemental to this Lease) in all material respects

THEN subject to compliance with the aforementioned conditions precedent (but subject to the right of the Landlord to waive compliance with all or some of the conditions by giving written notice to the Tenant at any time) the Term shall determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of covenant or obligation AND it is agreed that nothing in this clause shall make time of the essence for the purposes of any rent review provisions contained in this Lease

Executed as a deed and delivered on the date set out at the head of this Lease.

SCHEDULE 1: THE PREMISES

Unit 87 on the ground floor of the Centre shown edged red on the attached plan, including:

1. any existing or future Landlord's fixtures fittings plant machinery and equipment and the Conducting Media within and exclusively serving the Premises;
2. all additions alterations and improvements carried out pursuant to this Lease;
3. the internal plaster surfaces and finishes of the load bearing walls and columns and of the walls forming the boundaries;
4. the surface of the floor slab but nothing below it and the surface of the ceiling slab but nothing above it;
5. the non-load bearing walls and columns;
6. the doors and windows and plate glass and (in the case of the doors only) frames;
7. the shop front and fascia;

but excluding the Retained Parts.

SCHEDULE 2: RIGHTS GRANTED

1. The right to use the Common Parts for all proper and reasonable purposes including but not limited to the right of access to and egress from the Premises along the Common Parts.
2. The rights of support shelter and protection for the Premises as are now enjoyed from the Centre.
3. The right subject to temporary interruption for repair alteration or replacement to the free passage and running of services and supplies through any Conducting Media in the Centre serving the Premises provided that any interruption must be minimised so far as reasonably practicable.

SCHEDULE 3: RIGHTS EXCEPTED AND RESERVED

1. All rights of light and air over other land or premises.
2. The right to carry out any works upon or to make any alterations or additions to and otherwise deal with the Centre or any neighbouring premises (whether currently owned by the Landlord or not) in such manner as the Landlord may think fit notwithstanding any interference with any right of light or air enjoyed by the Premises provided that the Tenants beneficial use and enjoyment of the Premises are not materially affected
3. The right to lay and thereafter clean maintain repair connect remove renew relay alter or execute any works whatsoever to or in connection with any Conducting Media and to the free passage and running of services and supplies through the Conducting Media which are now or may at any time be in under over or through the Premises.
4. The rights of support shelter and protection as are now enjoyed by other parts of the Centre.
5. The right to erect scaffolding for maintaining repairing cleaning altering or carrying out any works of any nature to the Centre provided that:
 - 5.1 The scaffolding may only be erected if there is no alternative economically viable way to maintain or repair the adjoining premises or property of the Landlord;
 - 5.2 the Landlord will give to the Tenant at least ten (10) working days' written notice of its intention to exercise the right in this paragraph 5.2 (except in an emergency when no notice shall be required);
 - 5.3 Such rights as are granted by any tenancy from time to time of the other commercial parts of the Centre.
6. The right to make reasonable regulations as to the use of the Common Parts and in particular:
 - 6.1 to vary or close the Common Parts for maintenance or renewal provided that the Landlord shall use reasonable endeavours where appropriate to provide reasonable alternative access or facilities and so far as reasonably practicable ensure access is maintained at all times;
 - 6.2 to vary change the use of or close the Common Parts and access to the Centre;
 - 6.3 to use the Common Parts for promotional or trading activities including kiosks and stalls;
 - 6.4 to construct maintain and operate lighting heating ventilation cooling security and fire alarm systems serving the Common Parts and to administer and police or provide the administration and policing of the same and from time to time to change the level location and arrangements thereof and restrict the parking and service areas and approach roads;
7. The right for the Landlord to enter the Premises for any of the purposes specified in clause 4.8.
8. The right to enter the Premises in case of emergency or during fire drills to use the escape routes in the Centre (whether or not in existence at the date of this Lease).
9. The right to place and keep within the Premises for providing a fire alarm system as may from time to time be required by the Landlord and in such position as may be agreed between the Landlord and Tenant (both acting reasonably).

10. The right to affix to the outside rear main walls or to blank elevations of any other part of the Centre (except the Premises) or any extension thereof any items which the Landlord considers to be necessary or desirable including advertising and promotional displays and panels building block names fire escapes information panels and signs kiosks or other articles or structures of a like nature television aerials and connections public lighting (with lamps attached) and seats plant holder street names clocks vending machines and litter receptacles.
11. The right to enter the Premises to execute repairs decorations alterations or any other works and to make installations to the Premises the Centre or to any adjoining property.

SCHEDULE 4: ENCUMBRANCES

The matters contained or referred to in the property and charges registers of the Landlord's leasehold titles registered under title numbers GM654979 as at 9 March 2015 at 06.10.32 and GM654978 as at 28 January 2015 at 14.38.13

SCHEDULE 5: PROVISIONS OF SERVICES

1. In this schedule 5 the following words and expressions shall have the following meanings:
 - 1.1 **the Estimated Expenditure:** such sum as the Landlord shall specify as being a fair estimate of the Expenditure for the current Financial Year;
 - 1.2 **the Expenditure:** the aggregate of all costs fees expenses and outgoings incurred by the Landlord in connection with the items listed in part 2 of this schedule 5 together with such sums as the Landlord shall consider appropriate to set aside to provide for periodically recurring items of expenditure or for anticipated expenditure;
 - 1.3 **the Financial Year:** a calendar year expiring on 25 December or such other date as advised to the Tenant;
 - 1.4 **the Service Charge Account:** means any account set up and maintained by the Landlord into which the Service Charge payments by the occupiers of the Centre are paid
 - 1.5 **the Tenant's Provisional Share:** a fair and reasonable share of the Estimated Expenditure attributed to the Premises by the Landlord (which share, for the avoidance of doubt need not be the same in respect of each item of the Estimated Expenditure and may if appropriate be the whole of any particular element of the Estimated Expenditure);
 - 1.6 **the Tenant's Share:** a fair and reasonable share of the Expenditure attributed to the Premises by the Landlord (which share for the avoidance of doubt need not be the same in respect of each item of the Expenditure and may if appropriate be the whole of any particular element of the Expenditure);
2. The Landlord shall as soon as practicable and in any event within 6 months after the end of each Financial Year submit to the Tenant a statement giving details of the Expenditure for that Financial Year and such statement shall be conclusive evidence of all matters of fact referred to in it (save in case of manifest error).
3. The Tenant shall pay the first instalment of the Tenant's Provisional Share on the date of this Lease in respect of the period commencing on and including the Term Commencement Date and ending on and including the day before the next quarter day following the date of this Lease.
4. The Tenant shall pay the Tenant's Provisional Share by four equal payments in advance on the usual quarter days without deduction set-off or counterclaim (as adjusted under paragraph 5).
5. If the Tenant's Share is more or less than the Tenant's Provisional Share any sum due to the Landlord shall be paid on demand and any overpayment shall be credited against the next payment of the Tenant's Provisional Share or at the expiration of the Term repaid to the Tenant.
6. If circumstances arise as a result of which the Landlord revises the Estimated Expenditure for a Financial Year, the Landlord may vary the Tenant's Provisional Share.
7. If the Landlord incurs any item of Expenditure which is heavy or exceptional the Landlord may recover a fair share of that item of Expenditure from the Tenant on the next quarter day.

8. If the Landlord omits to include in any Financial Year during the Term any item of Expenditure incurred in that Financial Year the Landlord may include that item of Expenditure in any subsequent Financial Year.
9. The Tenant shall not be entitled to object to any item of Expenditure on the grounds that an item included at a proper cost might have been provided or performed at a lower cost fails to comply with an estimate which was given or includes an element of improvement of the Centre its services or amenities.
10. In observing its obligations in this Lease the Landlord may engage agents contractors and others
11. In the event of the Centre being altered added to or extended the method of calculating the Service Charge may be adjusted by the Landlord in such manner as the Landlord (acting reasonably) shall deem to be just and equitable.

Part 1: Services to be provided by the Landlord (including but not limited to any boiler and items relating to the ventilation heating air conditioning and hot and cold water systems escalators and lifts)

1. The maintenance amendment repair rebuilding renewal cleansing carpeting furnishing and decorating of the Retained Parts including the Conducting Media and any plant and equipment in the Retained Parts and otherwise keeping the Retained Parts in good condition.
2. Keeping the Common Parts adequately lighted and the lifts and hoists in them operational.
3. During usual business hours only, providing appropriate heating cooling and hot water to the Centre and the Premises.
4. Providing staff for the management of the Centre.
5. Repair and maintenance of structure roof and foundations of the Centre but excluding the any works which are reasonably considered to part of the original construction and equipping of the Centre and any future development of the Centre

Provided always that the Landlord may withhold extend or make any alterations to such services as the Landlord (acting reasonably) deems desirable in the interests of good estate management.

Part 2: Items of Expenditure

1. Landlord's covenants

Observing the Landlord's covenants in this Lease.

2. Services

Providing and performing the services specified in part 1 of this schedule 5.

3. Outgoings

All Outgoings payable in respect of the Retained Parts.

4. Insurance

- 4.1 Works required to the Centre to satisfy the requirements of the insurers of the Centre.
- 4.2 Any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy upon settlement of any claim by the Landlord.
- 5. Encumbrances**
- The reasonable and proper cost of complying with the obligations referred to in schedule 4.
- 6. Security and emergency systems**
- Providing operating repairing and renewing all security and emergency systems and fire fighting equipment and sprinkler systems in the Common Parts.
- 7. Signs and traffic control**
- Providing maintaining and replacing signs and notices and organising traffic control.
- 8. Landscaping**
- Providing and maintaining floodlighting plants and other landscaping features in the Common Parts.
- 9. Refuse**
- Providing and maintaining any refuse receptacles for the Centre and the cost of collecting, storing and disposing of refuse.
- 10. Staff**
- The provision or hiring of staff (including contractors) for the day-to-day running of and the provision of services to the Centre and all other incidental expenditure including:
- 10.1 insurance health pension welfare severance and other payments;
- 10.2 the provision of working clothes materials and equipment;
- 10.3 providing repairing decorating and lighting any accommodation and facilities for staff and all Outgoings for such accommodation and facilities;
- 10.4 notional rent for any parts of the Centre provided as accommodation for such staff.
- 11. Statutory requirements**
- Carrying out any works to the Centre required by statute (other than works for which any one tenant or occupier is solely responsible).
- 12. Representations**
- The reasonable and proper cost of taking any steps in complying with, making representations against, or otherwise contesting the provisions of legislation concerning matters relating to the Centre for which no tenant or occupier is responsible.
- 13. Management**

- 13.1 The reasonable and proper fees and disbursements of any person engaged in connection with accounting functions, the collection of rents or the provision of services and any other duties in and about the Centre or any part of it and relating to the general management administration security maintenance protection and cleanliness of the Centre.
- 13.2 The reasonable and proper fees and expenses of the Landlord in connection with the management of the Centre and any of the functions and duties referred to in paragraph 13.1 that may be undertaken by the Landlord including overheads and profits comparable with companies providing management services.
- 13.3 Interest, commission and fees in respect of any monies borrowed to finance the provision of services and any of the items referred to in this schedule 5.
- 13.4 Enforcing the covenants in any of the other leases of the Centre for the general benefit of the tenants and occupiers of the Centre.
- 13.5 Enforcing against any owner or occupier of neighbouring premises the payment of any contribution towards anything used in common with the Centre.
- 13.6 The reasonable and proper cost to the Landlord of borrowing any sum of money which the Landlord shall in its reasonable discretion consider necessary to borrow in order to finance the provision of any service or expenditure or where the Landlord utilises its own money for such purposes interest on such amounts at the Prescribed Rate.
- 14. Promotional expenditure**
- Advertising and promoting the Centre.
- 15. Amenities for the public**
- Providing maintaining repairing operating cleaning lighting and (when necessary) renewing or replacing all facilities provided in the Centre for the public's use.
- 16. Generally**
- The reasonable and proper costs and expenses of providing such other services and in carrying out such other works including improvements to existing services as the Landlord (acting reasonably) considers desirable for the Centre its tenants or occupiers or in the interests of good estate management.
- 17. VAT**
- VAT chargeable on any item of Expenditure referred to in this schedule 5.
- 18. Energy Performance Certificate**
- The reasonable and proper costs and fees of obtaining an EPC for the Centre or any part of the Centre and the costs of improving energy efficiency for the Centre by implementing the recommendations (if any) of any EPC for the Centre or the Premises (such implementation to be at the discretion of the Landlord).
- 19. Reserve Fund**

Such annual provisions as the Landlord may in its discretion determine as being proper and reasonable and in the interest of good estate management for the establishment and maintenance of a reserve fund for the replacement of any boilers plant machinery apparatus and equipment in the Retained Parts.

Part 3 – Excluded Costs

The Excluded Costs are any costs which relate to or arise from matters between the Landlord and an occupier in the Centre, or arising from:

- (i) enforcement of covenants to pay rent and other monies payable under the occupier's lease;
- (ii) the letting of any lettable area of the Centre;
- (iii) any consents required under the relevant lease, including but not limited to consents to assign, sublet, alterations and extended opening hours; and
- (iv) rent reviews;
- (v) any lettable area of the Centre which is unlet;
- (vi) any shortfall in the costs of providing any of the Services to a lettable area for which the Landlord has agreed a special concession (not being a properly constituted weighting formula);
- (vii) any premises within the Centre used by the Landlord for its own purposes (except where such use is wholly or partly in connection with the management of the Centre itself, in which case the whole or a reasonable part, as the case may be, of such costs shall be a Service Charge cost);

Schedule 6

Review of Principal Rent

1. Rent Review

On each Review Date the Principal Rent shall be reviewed so that on and after each Review Date the Principal Rent shall be the greater of the Principal Rent payable immediately before that Review Date and the Open Market Rent as at that Review Date (as defined in this Schedule 6, and as agreed between the Landlord and the Tenant or determined by the Independent Surveyor in the absence of agreement, as provided below)

2. Open Market Rent

2.1 The Open Market Rent shall be the Principal Rent as which the Premises might reasonably be expected to be let in the open market;

2.1.1 for a term of 10 years commencing on the relevant Review Date;

2.1.2 as between a willing landlord and a willing tenant, without the landlord taking a fine or premium;

2.1.3 as a whole with vacant possession;

2.1.4 by a lease in the same terms in all other respects as this Lease (save as to the amount of the Principal Rent and the rent free period allowed to the Tenant, but including provisions for rent review on the same terms and at the same intervals as those of this Lease.)

2.2 It shall be assumed that at the relevant Review Date:-

2.2.1 the Premises and the Centre are ready to be fitted out and equipped for immediate occupation and use for the purpose required by the willing tenant referred to in paragraph 2.1.2;

2.2.2 no work has been carried out to the Premises during the Term which has diminished their rental value;

2.2.3 if the Premises or the Centre have been destroyed or damaged, they have been fully restored;

2.2.4 the Premises and the Centre are in good and substantial repair;

2.2.5 the landlord covenants and the tenant covenants have been fully observed and performed;

2.2.6 no rent free or concessionary rental period would be allowed to the willing tenant to compensate for any period in which fitting out works would be carried out and that the rent would not be discounted due to the absence of such a period.

2.3 There shall be disregarded:-

- 2.3.1 any effect on rent of the fact that the Tenant or any undertenant have been in occupation of the Premises;
- 2.3.2 any goodwill attached to the Premises by reason of any business carried on there;
- 2.3.3 any increase in rental value of the Premises due to the existence at the relevant Review Date of any improvement to the Premises carried out, otherwise than in pursuance of an obligation to the Landlord, during the Term, with the consent of the Landlord (where required) and by and at the cost of the Tenant or any undertenant or their respective predecessors in title;
- 2.3.4 any adverse effect on the rental value of the Premises due to any temporary works or operations on the Centre or any neighbouring property.

3. Determination by third party

- 3.1 In the absence of agreement either party may refer the question of the Open Market Rent to the Independent Surveyor acting as an expert (or, at the Landlord's option exercised prior to the appointment of the Independent Surveyor, acting as an arbitrator under the provisions of the Arbitration Act 1996).
- 3.2 Where the Independent Surveyor acts as an expert the parties shall instruct him to consider written representations submitted to him within such time limits as he may fix.
- 3.3 The decision of the Independent Surveyor (including any decision as to the costs of his determination) shall be final and binding.
- 3.4 If either the Landlord or the Tenant fails to pay any costs awarded against it within 14 days of demand, the other party may pay the costs and reclaim the amount on demand.
- 3.5 If, before issuing his decision, the Independent Surveyor becomes unable or unwilling to act then either party may request the President of the Royal Institution of Chartered Surveyors to appoint a substitute
- 3.6 The Tenant shall supply such information as the Landlord may reasonably require and shall allow the Landlord, its valuers and the Independent Surveyor access to the Premises for the purpose of assessing the Open Market Rent.

4. Delay in ascertainment of revised Principal Rent

If the Principal Rent payable after any Review Date has not been ascertained by that Review Date, then:-

- 4.1 The Tenant shall continue to pay the Principal Rent at the rate payable immediately before the relevant Review Date, such payments being on account of the Principal Rent due after the relevant Review Date;
- 4.2 Immediately after the date when the revised Principal Rent is ascertained the Tenant shall pay to the Landlord:-
 - 4.2.1 any shortfall between the revised Principal Rent which would have been payable had it been ascertained by the relevant Review Date ("the shortfall") and the payments made by the Tenant on account;

- 4.2.2 interest on the shortfall at the base rate of The Royal Bank of Scotland plc for the period from the date each part of the shortfall arose until the date seven days following the ascertainment of the revised Principal Rent (or the date of payment if earlier) and thereafter at the Prescribed Rate up to the date of payment of the shortfall.

5. Rent restrictions

If on any Review Date any statutory restriction on the amount of the Principal Rent or on a review of it is in force, the Landlord may, upon any modification or removal of that restriction, serve notice on the Tenant that the day following the modification or removal shall be a Review Date. The provisions of this Schedule 6 shall then apply, without prejudice to the review due on any following Review Date.

6. Rent review memorandum

Within 28 days of ascertainment a memorandum of the Principal Rent shall be annexed to this Lease and the counterpart at the expense of the Tenant and the Landlord separately.

SIGNED as a deed by LUNAR)
STRETFORD S.À.R.L, a company)
incorporated in Luxembourg, by)
being a)
person who in accordance with the)
laws of that territory, is acting under)
the authority of the company)

Signature
Authorised Signatory

SIGNED AS A DEED by)
VIP BURY LIMITED)
acting by a director:-)

)
)
) *MS Bleed*

Director

In the presence of:

Signature of Witness *L sundells*

Name of Witness *Lisa sundells*

Address of Witness *58 parkstone avenue,*
whitefield, manchester.