

9 January 2015 ~~2015~~

**COUNTERPART LEASE**

RELATING TO UNIT 21 PRINCESS PARADE, MILL GATE  
SHOPPING CENTRE, BURY

- (1) INFRARED UK TIGER NOMINEE 1 LIMITED AND INFRARED UK  
TIGER NOMINEE 2 LIMITED
- (2) THAI NGOC TRAN

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## LAND REGISTRY PRESCRIBED LEASE CLAUSES

**LR1. Date of lease**

9 January 2015

**LR2. Title number(s)**

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

*Title number(s) out of which this lease is granted. Leave blank if not registered.*

GM801433

**LR2.2 Other title numbers**

*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

GM801435; GM851187; GM892765; GM801439;  
GM744868; GM305468, GM850386; GM739358;  
GM848165; GM832235; GM244627

**LR3. Parties to this lease**

*Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.*

**Landlord**

**INFRARED UK TIGER NOMINEE 1 LIMITED** (Company Number 9058540) and **INFRARED UK TIGER NOMINEE 2 LIMITED** (Company Number 9058553) both of whose registered office is at 12 Charles II Street, London SW1Y 4QU.

**Tenant**

**THAI NGOC TRAN** of 3 May Road, Swinton, Manchester M27 5FS

**Other parties**

*Specify capacity of each party, for example "management company", "guarantor", etc.*

None.

**LR4. Property**

*Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

*Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*

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

Defined as the "Premises" in clause 1 of this Lease.

**LR5. Prescribed statements etc.**

None.

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

Defined as the "Term" in clause 1 of this Lease.

**LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable.*

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

*Do not set out here the wording of the provision.*

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**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**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

None.

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

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

Schedule 2.

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

Schedule 3.

**LR12. Estate rentcharge burdening the Property** None.

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

**LR13. Application for standard form of restriction** None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant** Not applicable.

*If the Tenant is one person, omit or delete all the alternative statements.*

*If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*



**DATED:** The date specified in LR1 of the Prescribed Clauses

**PARTIES:**

- (1) The Landlord specified in LR3 of the Prescribed Clauses ("**Landlord**") and
- (2) The Tenant specified in LR3 of the Prescribed Clauses ("**Tenant**")

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

In this Lease the following words and expressions shall have the following meanings unless the context requires otherwise:

"**1954 Act**" means the Landlord and Tenant Act 1954;

"**1995 Act**" means the Landlord and Tenant (Covenants) Act 1995;

"**CDM Regulations**" the Construction (Design and Management) Regulations 2007 and "**Health and Safety File**" shall have the meaning given in those regulations;

"**Centre**" means Mill Gate Shopping Centre shown edged red on the plan numbered one annexed to this Lease, as altered, improved, added to or decreased;

"**Common Parts**" means any part of the Centre available for use by more than one occupier of the Centre or their customers;

"**Conducting Media**" means any existing or future media for the passage of substances or energy, any ancillary apparatus and any enclosure for them;

"**EPC**" means an energy performance certificate as defined in the EPB Regulations;

"**EPB Regulations**" means the Energy Performance of Buildings (England and Wales) Regulations 2012;

"**Group Company**" means any company which is a member of the same group as the Tenant within the meaning of Section 42 of the 1954 Act;

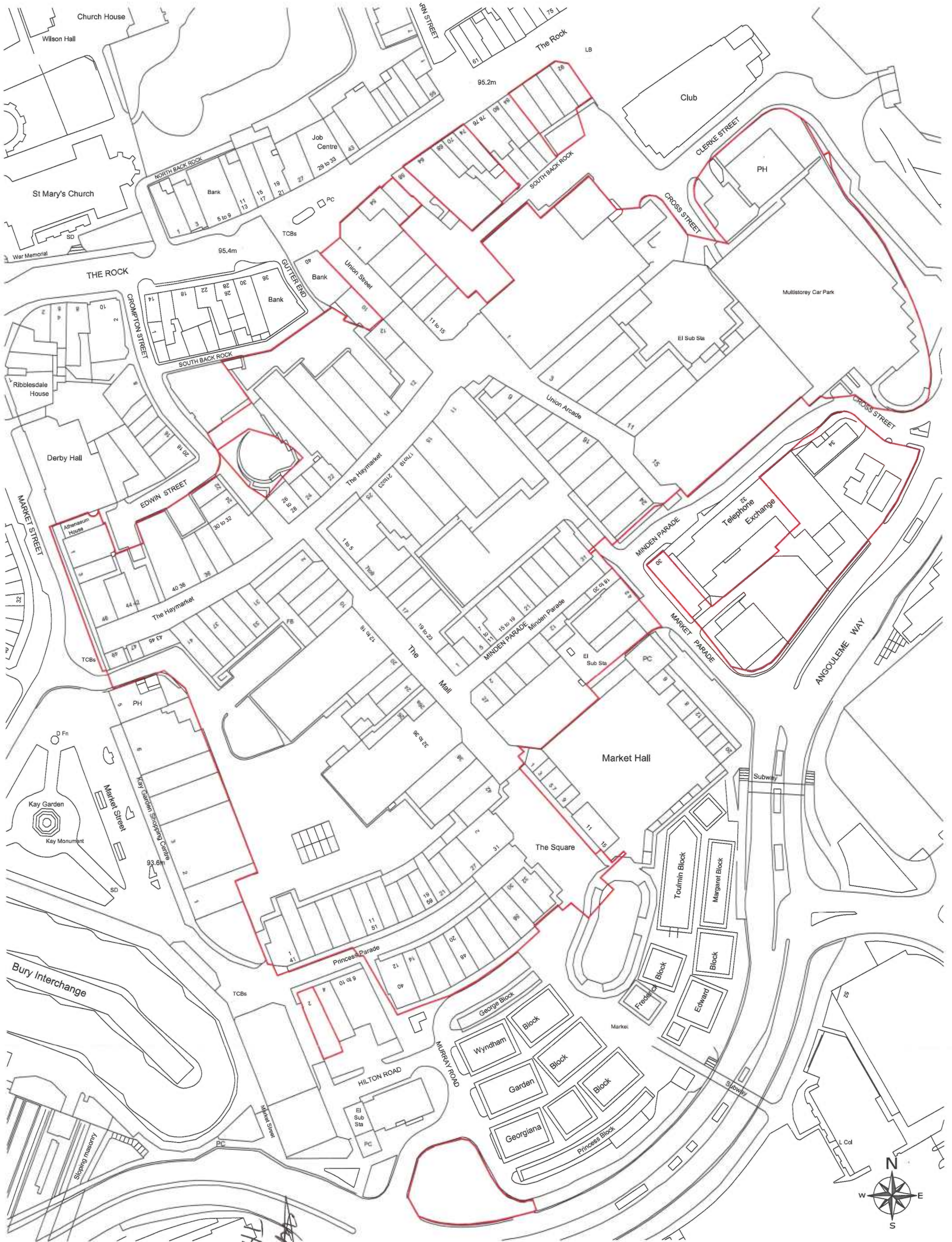
"**Independent Surveyor**" means a surveyor appointed by agreement between the parties or in the absence of agreement appointed on the request of one party by the President of the Royal Institution of Chartered Surveyors;

"**Initial Rent**" means:

- (a) from and including the Term Commencement Date to and including 24 December 2016: Fifteen Thousand Six Hundred and Twenty Five Pounds (£15,625) per annum; and



PLEASE NOTE, THIS IS AN A3 PLAN, IT SHOULD NOT BE ENLARGED OR SHRUNK TO FIT. WHEN PRINTING SET THE SCALE TO 'NONE'



THA TRA.

|                           |                  |           |        |
|---------------------------|------------------|-----------|--------|
| drawing address           | location/details | date      | scale  |
| MILL GATE SHOPPING CENTRE | LEASE PLAN       | 03/09/13  | 1/1250 |
| BURY                      |                  |           |        |
| BL9 0QQ                   |                  |           |        |
|                           |                  | dwg. no.  | sheet  |
|                           |                  | PP2330-04 | A3     |



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Plan One

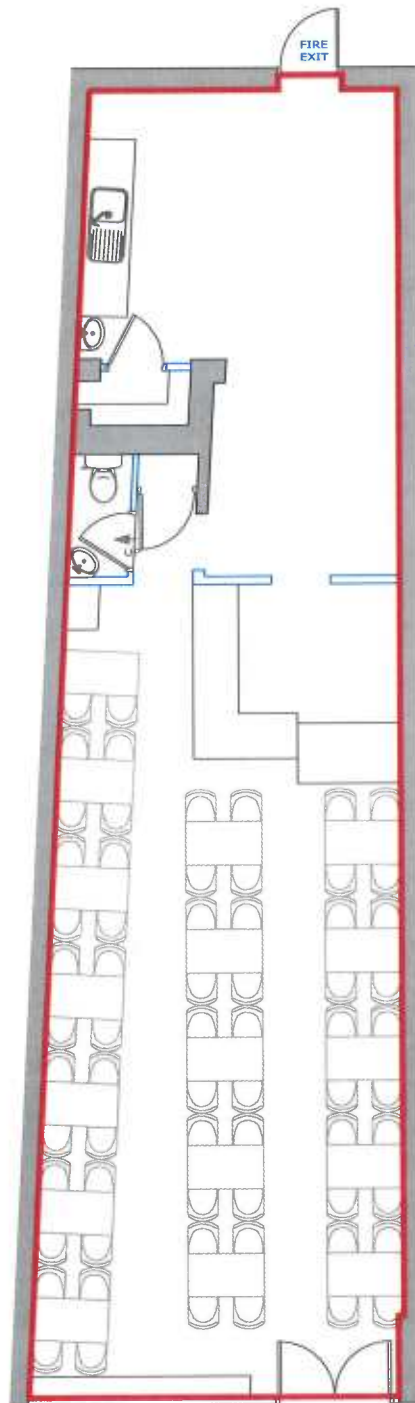


PLEASE NOTE, THIS IS AN A4 PLAN, IT SHOULD NOT BE ENLARGED OR SHRUNK TO FIT, WHEN PRINTING SET THE SCALE TO 'NONE'

Plan Two



LOCATION PLAN SCALE 1:1250

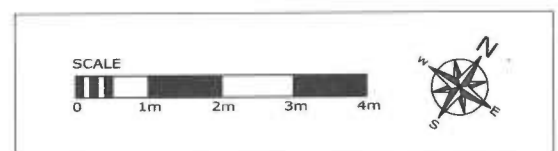


GROUND FLOOR

PRINCESS PARADE

NO.20  
ENTRANCE

*THAI TRAN*  
THAI TRAN



|   |  |                       |                |
|---|--|-----------------------|----------------|
| drawing address<br>21 PRINCESS PARADE<br>MILL GATE SHOPPING CENTRE<br>BURY, BL9 0QL | location/details<br>GROUND FLOOR<br>LEASE PLAN | date<br>12/12/14      | scale<br>1/100 |
|   |  | dwg. no.<br>PP3132-01 | sheet<br>A4    |

PRINCIPAL  
PLANS

- (b) from and including 25 December 2016: Twenty Five Thousand Pounds (£25,000) per annum (subject to review in accordance with Schedule 5);

**"Insurance Rent"** means an amount equal to a due and fair proportion of the 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 and any increase in premium attributable to any Tenant's default);

**"Insured Risks"** means 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 water tanks, apparatus and pipes, subsidence and heave, terrorism, landslip and impact by road vehicles but such expression shall exclude any of such risks against which the Landlord does not insure:

- (a) due to any excesses, exclusions or limitations required by the insurers
- (b) to the extent that insurance is not available in the normal market at a reasonable premium; or
- (c) to the extent that insurance is vitiated or is unobtainable by reason of the Tenant's default;

**"Loss"** means all liabilities properly incurred, all damage and loss suffered, all claims, demands, actions and proceedings made or brought, and all costs, disbursements and expenses properly incurred;

**"Outgoings"** means all existing and future rates, charges, duties and taxes, charges associated with utilities and other services, and other outgoings and costs whatsoever;

**"Permitted Use"** means the business of a snack bar and as ancillary thereto the retail sale for consumption off the Premises of snacks (including sandwiches, but not bread loaves) and non-intoxicating beverages or as a retail shop for the sale of such other goods that falls within Class A(1)(a) of the Town and Country Planning (Use Classes) Order 1987 (as enacted at the date of this Lease) as the Landlord may approve in accordance with clause 4.15.2;

**"Planning Legislation"** means 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, the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008 and any other town and country planning or related legislation;

**"Premises"** means Unit 21 Princess Parade, Mill Gate Shopping Centre, Bury more particularly described in Schedule 1;

**"Prescribed Rate"** means four (4) per cent per annum above the base rate of Barclays Bank plc or any other clearing bank the Landlord nominates;

**"Previous Lease"** a sub-underlease of the Premises dated 23 June 1993 made between (1) The Metropolitan Railway Surplus Lands Company Limited and (2) Mr John Bernard Kirby and Mrs Maureen Kirby;

**"Recommendation Report"** means the meaning given to the term in the EPB Regulations;

**"Rents"** the rents reserved by clause 3;

**"Retained Parts"** means 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;

**"Review Date"** means 25 December 2019;

**"Superior Landlord"** means any person entitled to the immediate reversion to the Superior Lease, and (where the context admits) all superior landlords however remote;

**"Superior Lease"** means any lease under which the Landlord holds the Centre or any part of it (whether together with other property or not);

**"Tenants' Handbook"** means the handbook relating to the Centre as revised from time to time by the Landlord;

**"Term"** means ten (10) years commencing on and including the Term Commencement Date and any continuation or extension of it and any holding over, whether by statute, at common law or otherwise;

**"Term Commencement Date"** 25 December 2014;

**"Trading Hours"** means such hours and days as the Landlord (acting reasonably and in the interests of good estate management) may nominate, taking into account the interests of the Centre's occupiers;

**"VAT"** means value added tax or any tax of a similar nature which may be substituted for it or levied in addition to it;

**"Working Day"** any day which is not a Saturday, a Sunday or a bank or public holiday in England;

**"Yearly Rent"** means the rent reserved by clause 3.1 and any interim rent determined under the 1954 Act.

- 1.1 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.
- 1.2 The expression "Landlord" shall include all persons from time to time entitled to the immediate reversion to this Lease, "Tenant" shall include the successors in title of the

Tenant and the personal representatives of the Tenant and any person in whom this Lease may from time to time be vested by whatever means and "Surety" shall include the personal representatives of the Surety.

- 1.3 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.
- 1.4 Unless otherwise stated, a reference to any statute or statutory instrument shall include any statutory amendment, modification or re-enactment of it for the time being in force and all subordinate legislation made under it.
- 1.5 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.
- 1.6 References to any right of the Landlord to enter or have access to the Premises extend to any superior landlord and anyone the Landlord authorises, with or without plant or equipment.
- 1.7 While this Lease is an underlease, whenever the consent or approval of the Landlord is required, the consent or approval of all superior landlords acting in their absolute discretion shall also be required and any indemnity or right in favour of the Landlord shall also be in favour of all superior landlords.
- 1.8 Any consent, approval or licence required from the Landlord or any superior landlord shall only be effective if given in writing by way of a deed (unless required otherwise by the Landlord) and signed by or on behalf of the Landlord or that superior landlord respectively.
- 1.9 Any notice, demand or request served under this Lease must be in writing.
- 1.10 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 practicable to effect such a policy.
- 1.11 References to:
  - 1.11.1 breach of any provision include any failure to observe or perform that provision;
  - 1.11.2 Tenant's default include 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;
  - 1.11.3 the termination of the Term means the termination of the Term by any means whatever.
- 1.12 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.

- 1.13 Unless the context requires otherwise, references to the Premises or the Centre include any part of the Premises or the Centre respectively.
- 1.14 Covenants by the Landlord in this Lease shall be effective to bind the Landlord only in respect of such period when it holds the immediate reversion to this Lease and such covenants shall not bind the Landlord after it shall have parted with all interest in such reversion and the Landlord shall be and is hereby released from any liability under this Lease in relation to any period after it shall have parted with such interest.
- 1.15 Any reference to this Lease shall be deemed a reference to this Lease and any deed, agreement or other document supplemental or collateral to this Lease or entered into pursuant to the terms of this Lease.

## **2. DEMISE**

The Landlord demises the Premises to the Tenant for the Term, together with the rights set out in Schedule 2 in common with others, excepting and reserving in favour of the Landlord 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 Yearly Rent**

From and including the Term Commencement Date until the first Review Date, the Initial Rent, and then, from and including the first Review Date, the revised yearly rent ascertained in accordance with Schedule 5. The Yearly Rent shall be paid (by bank standing order or credit transfer if required by the Landlord) by four equal instalments in advance on the usual quarter days. The first payment, for the period from and including the Term Commencement Date up to but excluding the quarter day following the date of this Lease, is to be made on the Term Commencement Date.

### **3.2 Service charge rent**

The sums payable in accordance with Schedule 6. The first payment, for the period from and including the Term Commencement Date up to but excluding the quarter day following the date of this Lease is to be made on the date of this Lease.

### **3.3 Insurance Rent and additional rent**

On demand the Insurance Rent, interest and all other sums due to the Landlord under this Lease, and the VAT which is chargeable on the other rents reserved by this Lease.

## **4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord throughout the Term or until released pursuant to the 1995 Act as follows:

#### **4.1 Payment of Rents**

The Tenant shall pay the Rents in accordance with clause 3 without any deduction, set-off or counterclaim.

#### **4.2 Interest in default**

If any payment of the Yearly Rent is overdue the Tenant shall pay on demand interest on the unpaid Yearly Rent at the Prescribed Rate from the due date until the date of payment. If any payment of the other Rents is more than seven days overdue the Tenant shall pay on demand interest on the unpaid Rents at the Prescribed Rate from the due date until the date of payment. Interest shall be payable after as well as before any judgment.

#### **4.3 Outgoings**

4.3.1 The Tenant shall pay all Outgoings relating to the Premises and their occupation or use 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).

4.3.2 The Tenant shall indemnify the Landlord against any loss of void rate 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 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. The Tenant acknowledges that all Rents have been computed on a VAT exclusive basis.

4.4.2 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 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. The Tenant shall replace any of the Landlord's fixtures and fittings which need replacing with new ones of similar quality, and shall keep all plant, machinery and equipment in the Premises properly maintained and in good working order, replacing or renewing it as necessary. The Tenant shall clean the windows, shop front and fascia of the Premises as often as necessary.



4.5.2 The obligations contained in clause 4.5.1 shall not apply to damage due to any of the Insured Risks, unless any insurance money is irrecoverable due to the Tenant's default.

4.5.3 The Tenant shall not allow rubbish to accumulate in the Premises or the Centre, other than in proper receptacles kept only in a designated area.

#### **4.6 Decoration**

4.6.1 The Tenant shall decorate the Premises as often as necessary, and in any event in every fifth year of the Term and during the year immediately preceding the termination of the Term.

4.6.2 All decoration is to be carried out in a good and workmanlike manner with good quality materials and to the reasonable satisfaction of the Landlord. Any decoration of the shop front and fascia and all decoration during the year immediately preceding the termination of the Term are to be in colours approved by the Landlord, such approval not to be unreasonably withheld.

#### **4.7 Contribution to common expenses**

To the extent not recovered pursuant to Schedule 6, the Tenant shall pay on demand a due and fair proportion (determined by the Landlord whose decision shall be final and binding save in the case of manifest error) of all expenses properly incurred in connection with Conducting Media, walls and other structures, services and facilities used by the Premises in common with other property, and of all Outgoings relating to any property and its occupation and use which includes all or part of the Premises.

#### **4.8 Landlord's rights of entry**

4.8.1 The Tenant shall permit the Landlord at all reasonable times to enter (and if necessary, to break and enter) the Premises:

4.8.1.1 in the event of an intruder alarm call;

4.8.1.2 to examine and record the condition of, or carry out work to, the Premises, the Centre or the Conducting Media;

4.8.1.3 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; and

4.8.1.4 for any other purpose connected with the Landlord's interest in the Premises or the Centre.

4.8.2 The Landlord shall give not less than 48 hours' prior notice of such entry (save in case of emergency), shall cause as little damage and disturbance as reasonably practicable, and shall make good any damage caused to the Premises. Where the Tenant has taken all reasonable steps to relocate and

protect its fixtures and fittings, the Landlord shall also make good any damage caused to those fixtures or fittings.

#### **4.9 Landlord's right to remedy breaches of covenant**

4.9.1 The Landlord may serve notice requiring the Tenant to remedy breaches of tenant covenants. Clause 4.9.2 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 four weeks of the date of such notice.

4.9.2 The Tenant shall permit the Landlord to enter (and if necessary, to break and enter) the Premises to remedy breaches of tenant covenants. The Tenant shall on demand pay as a debt the costs incurred pursuant to this clause 4.9 together with interest at the Prescribed Rate from the date on which the costs are incurred until the date of payment.

#### **4.10 Defects in the Premises**

As soon as the Tenant becomes aware of any defect in the Premises the Tenant shall give the Landlord notice of the defect.

#### **4.11 Disposals**

4.11.1 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.

4.11.2 Notwithstanding clause 4.11.1 and subject to compliance with this clause 4.11, the Tenant may:

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

4.11.2.2 charge the whole of the Premises to a genuine lending institution;

4.11.2.3 share occupation of the Premises with any company which is a Group Company for so long as both companies remain Group Companies, only in a way that does not create or transfer a legal estate and provided that the Tenant shall give prior written notice of the sharing of occupation.

4.11.3 The Tenant shall notify the Landlord of any proposals, intentions or plans to assign the Premises, independently, and in advance of, any Tenant's application to the landlord for a licence to assign.

4.11.4 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 4.11.5 applies and shall be entitled to grant such licence subject to any or all of the conditions set out in clause 4.11.6. 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.

4.11.5 The circumstances are as follows:

4.11.5.1 at the time of the licence application there are any arrears of rents or other sums due under this Lease or there is any subsisting breach of any tenant covenant;

4.11.5.2 any proposed assignee is a Group Company, unless that Group Company is a holding company and is not itself a subsidiary ("holding company" and "subsidiary" having the meanings given by Section 1159 of the Companies Act 2006) and the proposed assignment to such Group Company shall be subject to the other provisions of clause 4.11;

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

4.11.6 The conditions are as follows:

4.11.6.1 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;

4.11.6.2 the Tenant wishing to assign this Lease (the "Outgoing Tenant") shall 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;

4.11.6.3 any current guarantor of the outgoing tenant shall enter into a sub-guarantee of the Outgoing Tenant's performance of any authorised guarantee agreement entered into in accordance with clause 4.11.6.2, in the form reasonably required by the Landlord;

4.11.6.4 the Outgoing Tenant shall procure that a guarantor reasonably acceptable to the Landlord guarantees the assignee's performance of the tenant covenants, and/or that the assignee provides some other form of security as the Landlord reasonably requires. Any guarantee shall be in the form reasonably required by the Landlord.

- 4.11.7 If before completion of the deed of assignment any of the circumstances specified in clause 4.11.5 arise the Landlord may revoke its licence by written notice.
- 4.11.8 Every licence for any underlease and for the assignment of any underlease shall contain a covenant by the underlessee or assignee (as the case may be) directly with the Landlord to comply with the tenant covenants (save as regards the payment of the Rents) until the underlessee or assignee (as the case may be) is released from its obligations by virtue of the 1995 Act.
- 4.11.9 If the Landlord reasonably requires, the Tenant shall procure for any undertenant a guarantor reasonably acceptable to the Landlord. The guarantee shall be in the form of Schedule 7, with such modifications as the circumstances require.
- 4.11.10 The Tenant shall not underlet the whole of the Premises unless the underlease:
- 4.11.10.1 is at a rent no less than the best rent reasonably obtainable in the open market (without taking any fine, premium or other consideration);
  - 4.11.10.2 contains provisions for rent review on the same dates and on the same terms as provided for in this Lease;
  - 4.11.10.3 contains provisions in the form of the provisions contained in this Lease varied only as necessary to reflect the fact that the letting is an underlease;
  - 4.11.10.4 contains an absolute prohibition against any dealings with the underlet premises other than assignment or charging of the whole;
  - 4.11.10.5 provides that any dealings with the underlet premises are subject to the Landlord's prior consent; and
  - 4.11.10.6 contains an agreement to exclude the operation of Section 24 to 28 of the 1954 Act in relation to that underlease and the Tenant has produced to the Landlord evidence acceptable to the Landlord that the Tenant has taken the necessary steps to ensure that exclusion is legally effective.
- 4.11.11 In relation to all rent reviews under any underlease the Tenant shall:
- 4.11.11.1 enforce the provisions for rent review;
  - 4.11.11.2 not without the consent of the Landlord agree the amount of the reviewed rent (such consent not to be unreasonably withheld or delayed);

- 4.11.11.3 if the rent is to be determined by a third party in accordance with the underlease, procure that the Landlord's representations as to the rent are made to the reasonable satisfaction of the Landlord.
- 4.11.12 The Tenant shall take all necessary steps and proceedings to remedy any breach of the terms of any underlease, and shall not waive any breach or vary any of its terms, or accept any surrender of the whole or any part of the underlet premises.
- 4.11.13 Within two weeks after any disposition (as defined in Section 205 of the Law of Property Act 1925) (or if earlier before the next quarter day), the Tenant shall produce to the Landlord's solicitors a certified copy of the document giving effect to the disposition and pay to them a registration fee of £50.

#### 4.12 Alterations

- 4.12.1 The Tenant shall not make any alterations or additions to the Premises other than internal non-structural alterations or alterations to the shopfront and fascia signage which comply with the tenants' shopfitting guide for the Centre, which the Tenant may make with the Landlord's consent (not to be unreasonably withheld or delayed).
- 4.12.2 If the Landlord does grant consent for alterations to the Premises (the "Works") the Tenant shall:
  - 4.12.2.1 before starting the Works, submit for the Landlord's approval any drawings and specifications the Landlord may require and submit for the approval of the insurer's of the Centre details of the sprinkler system at the Premises;
  - 4.12.2.2 before starting the Works, obtain, and have the Landlord's approval of, all necessary consents for carrying out the Works in accordance with the drawings and specifications approved by the Landlord;
  - 4.12.2.3 before starting the Works, give notice to the Landlord and to the insurers of the Centre of its intention to carry out the Works and pay any extra insurance premium payable due to the Works;
  - 4.12.2.4 carry out the Works with all reasonable speed, in a good and workmanlike manner, using new and good quality materials and in compliance with all necessary consents and requirements;
  - 4.12.2.5 carry out the Works with the least possible inconvenience or annoyance to the owners and occupiers of nearby property, and forthwith make good all damage caused by the Works;

- 4.12.2.6 indemnify the Landlord against all Loss arising from carrying out the Works and any failure to obtain or comply with any necessary consents and requirements;
- 4.12.2.7 notify the Landlord immediately upon completion of the Works, and as soon as practicable deliver to the Landlord as built plans and specifications;
- 4.12.2.8 before the termination of the Term (except to the extent requested not to do so by the Landlord), reinstate the Premises to their condition prior to the carrying out of the Works and make good all consequential damage, to the Landlord's satisfaction.

#### **4.13 Construction (Design and Management) Regulations 2007**

- 4.13.1 In respect of any works carried out by or on behalf of the Tenant or any undertenant or other occupier of the Premises (including all works of reinstatement, which may be carried out after the end of the Term) to which the CDM Regulations apply, to comply in all respects with the CDM Regulations and to procure that any person involved in carrying out such works complies with the CDM Regulations and to act as the only client in respect of those works.
- 4.13.2 To maintain and make the Health and Safety File relating to the Premises available to the Landlord for inspection at all times and to provide to the Landlord, on request, and also within three months after the completion of any alterations or additions made to the Premises, certified copies of the Health and Safety File (revised if necessary to take account of those works).
- 4.13.3 To obtain all copyright licences that are needed for the Tenant to comply lawfully with this clause 4.13 and to procure that the Landlord and any superior landlord and anyone deriving title through or under them shall be entitled to fully utilise those licences in connection with the Building without the consent of any other party.

#### **4.14 Town Planning**

- 4.14.1 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 deliver to the Landlord a copy of any planning permission granted in respect of the Premises within seven days of receipt.
- 4.14.2 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, be (or

be likely to be) prejudicial to the Landlord's interest in the Premises, whether during or after the termination of the Term.

4.14.3 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 or any other permitted occupier of the Premises. 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.

4.14.4 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 Use

4.15.1 The Tenant shall not use the Premises otherwise than for the Permitted Use and during the Trading Hours, and as a single trading unit.

4.15.2 The Tenant may sell such other non-food goods as the Landlord may approve. When considering whether to grant approval to such a request the Landlord shall act reasonably. In determining whether the Landlord has acted reasonably the parties agree that the Landlord is entitled to seek to procure a balance of uses within the Centre, provide a reasonable degree of competition, price range and choice, encourage pedestrian circulation and make attractive and efficient use of space. The Landlord shall act in accordance with the principles of good estate and shopping centre management.

4.15.3 The Tenant shall not do anything which may cause a nuisance, inconvenience or disturbance or cause loss to the Landlord or any owner or occupier of any nearby property.

4.15.4 The Tenant shall not use the Premises for any immoral, illegal, harmful, noisy, objectionable or dangerous occupation or for holding any sale by auction, for keeping birds or animals, or as a residence.

4.15.5 The Tenant shall not overload the floors of the Premises or the Conducting Media serving the Premises.

4.15.6 The Tenant shall not solicit for customers or transact business outside the Premises. The Tenant shall not display any flashing light so as to be visible from outside the Premises, or play any music so as to be audible from outside the Premises.

4.15.7 The Tenant shall not use or install wireless electronic communications equipment at the Premises without the Landlord's consent.

#### **4.16 Deliveries**

The Tenant shall not load or unload vehicles except in the area designated by the Landlord. The Tenant shall not use the Common Parts for deliveries except during the times designated by the Landlord.

#### **4.17 Legal requirements**

4.17.1 The Tenant shall comply with all legal requirements 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.

4.17.2 Immediately on production of the same to supply to the Landlord any records in relation to the Premises made for the purposes of complying with the Regulatory Reform (Fire Safety) Order 2005 including any records of findings following a fire risk assessment of the Premises.

#### **4.18 Copies of notices**

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

#### **4.19 Signs and displays**

4.19.1 The Tenant shall only display window displays, signs and advertisements that are visible from outside the Premises that comply with the requirements set out in the Tenants' Handbook.

4.19.2 The Tenant shall keep the display windows of the Premises suitably dressed at all times and suitably lit during, and for the 30 minutes immediately before and after, the Trading Hours.

#### **4.20 Trading**

4.20.1 Whist this Lease is vested in Thai Ngoc Tran, the Tenant shall trade from the whole of the Premises as the "Trisians Cafe" name, brand and style of trading as at the date of this Lease or as that brand and style may reasonably evolve.

4.20.2 The Tenant shall keep the Premises open for trade during the Trading Hours unless:

4.20.2.1 prevented by destruction of or damage to the Premises or the Centre by any Insured Risk;



4.20.2.2 making permitted alterations to the Premises provided that the alterations are carried out with all due speed as soon as reasonably possible; or

4.20.2.3 it would be unlawful to do so.

#### **4.21 Encroachments**

The Tenant shall not stop up or obstruct any windows or lights at the Premises and shall prevent any such encroachment or easement being made against or acquired over the Premises. The Tenant shall notify the Landlord immediately if any encroachment or acquisition is made or attempted.

#### **4.22 Letting and sale notices**

Unless the Tenant shall be entitled in law to remain in occupation or to a new tenancy of the Premises, 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 the Tenant shall not remove or obscure the board. The Tenant shall permit all those authorised by the Landlord to view the Premises at reasonable hours upon prior appointment. The Tenant agrees to act reasonably when responding to requests for appointments.

#### **4.23 Information**

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

4.23.2 The Tenant shall allow the Landlord and anyone authorised by the Landlord to have access to all documentation, data and information in the Tenant's possession or under its control that is reasonably required in order to:

4.23.2.1 prepare an EPC and Recommendation Report;

4.23.2.2 comply with any duty imposed upon the Landlord under the EPB Regulations.

4.23.3 The Tenant shall provide free of charge to the Landlord a copy of any EPC and Recommendation Report that the Tenant obtains or commissions in respect of the Premises.

#### **4.24 The Centre**

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

4.24.2 The Tenant shall ensure that trolleys and baskets used by customers at the Premises are not used in the Common Parts and are stored only within the Premises.

#### **4.25 To Yield Up**

- 4.25.1 The Tenant shall yield up the Premises with the fixtures, fittings and additions to the Premises (except tenant's or trade fixtures or fittings which have been lawfully removed) and with vacant possession at the expiration or sooner termination of the Term in accordance with the tenant's covenants in this Lease and to make good to the Landlord's reasonable satisfaction any damage caused to the Premises by the removal of any tenant's or trade fixtures or fittings.
- 4.25.2 If any alteration or addition shall have been made to the Premises during the Term or during the term of the Previous Lease and unless and save to the extent that the Landlord requests the Tenant in writing not to do so, to remove the same on such yielding up together with all signs, writing, painting, moulding or other illustration of the name or business of the Tenant and any permitted occupier, and to reinstate the Premises to their state and condition at the commencement of the term of the Previous Lease, making good any damage caused to the Premises or the Centre to the Landlord's reasonable satisfaction.
- 4.25.3 Upon such yielding up, to deliver to the Landlord the original Health and Safety File relating to the Premises duly maintained in accordance with the CDM Regulations and containing proper reference to such works of removal and reinstatement as specified in clause 4.25.2 together with any other documentation relating to the Premises required by or showing compliance with health and safety legislation and all keys of the Premises.

#### **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 Replacement of Surety**

If any of the events listed in clause 7.1.2.3, or 7.1.2.4 and 7.1.2.5 occurs in relation to any surety in respect of the tenant covenants, the Tenant shall immediately notify the Landlord, and within 28 days of the Landlord's request procure that some other person reasonably acceptable to the Landlord covenants in terms identical to those contained in Schedule 7. References in this Lease to a surety include any such other person.

#### **4.28 Fees**

The Tenant shall pay on demand all costs and expenses incurred by the Landlord or any superior landlord:

- 4.28.1 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 forfeiture is avoided otherwise than by relief granted by the Court;

- 4.28.2 in the preparation and service of a schedule of dilapidations at any time;
- 4.28.3 in connection with any breach of covenant by, or the recovery of arrears of Rents due from, the Tenant;
- 4.28.4 in respect of any application for consent, licence or approval under this Lease, whether or not the application is withdrawn or lawfully refused.

#### 4.29 Indemnity

The Tenant shall indemnify the Landlord in respect of all Loss arising as a consequence of any breach of the tenant covenants or the occupation and use of the Premises by the Tenant or any other permitted occupier.

#### 4.30 Superior Lease

The Tenant shall observe and perform the covenants on the part of the lessee contained in the Superior Lease (other than the covenants to pay the rent and to insure) in so far as they relate to the Premises and are not expressly assumed by the Landlord in this Lease.

#### 4.31 Energy performance certificate and energy efficiency

- 4.31.1 The Tenant shall not do or omit, or suffer to be done or omitted on or about the Premises any act or thing (including the carrying out of any alteration of or addition to the Premises by or on behalf of the Tenant), the doing or omission of which may adversely affect the energy or water efficiency, or the environmental performance or sustainability characteristics of the Centre, including the BRE Environmental Assessment Method rating of the Centre and the rating given in the EPC or display energy certificate for the Premises or the Centre.
- 4.31.2 The Tenant shall obtain at its own cost, when required by law, an EPC and Recommendation Report in respect of the Premises and to immediately provide to the Landlord a copy of that EPC and report and of any EPC and Recommendation Report obtained by any undertenant in respect of the Premises.

#### 4.32 Turnover

Without prejudice to any other provisions of this Lease:

- 4.32.1 for the purposes of this clause:

"**Turnover**" means the aggregate of money and the amount or value of any other consideration received or receivable at the Premises for:

- 4.32.1.1 goods sold, leased, hired or otherwise disposed of;
- 4.32.1.2 services sold, provided or performed; and

- 4.32.1.3 other business conducted at or from the Premises by the Tenant;
- 4.32.2 within a reasonable period of time after the end of each calendar month, to produce to the Landlord a statement showing with reasonable accuracy the Tenant's Turnover for each day in the month;
- 4.32.3 if reasonably required by the Landlord to produce Turnover figures on a daily basis;
- 4.32.4 the Landlord undertakes to treat the information produced to it confidentially and not to release the Tenant's Turnover figures to any third party but this undertaking is not to prevent or limit the Landlord from using the Tenant's Turnover figures to produce statistics on turnover for the Centre as a whole and in a manner whereby the Tenant's Turnover figures cannot be individually identified and supplying those statistics to the Tenant and other tenants in the Centre;
- 4.32.5 the information on Turnover will be disregarded at rent review.

#### **4.33 Registration**

The Tenant shall:

- 4.33.1 as soon as reasonably practicable procure the registration of this Lease by HM Land Registry; and
- 4.33.2 within one month of completion of the registration, produce to the Landlord's solicitors an official copy of the register of title showing the Tenant as the registered proprietor of this Lease.

### **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 Part A of Schedule 6 the Landlord shall use reasonable endeavours to carry out the services set out in Part B of Schedule 6 provided that:

- 5.2.1 the Landlord shall incur no liability in respect of any failure in the performance or observance of any such obligation by reason of any damage or destruction of any plant, equipment or installations or due to any act, omission or negligence of any servant, agent or employee of the Landlord or any other person

undertaking the same on behalf of the Landlord, which is not attributable to the wilful default or negligence of the Landlord;

5.2.2 the Landlord may add to, extend, vary, withdraw or make any alteration in the provisions of the services set out in Part B of Schedule 6 or any of them from time to time, provided in the Landlord's reasonable judgment it is reasonable to do so in all the circumstances and complies with the principles of good estate management; and

5.2.3 the Landlord shall incur no liability in respect of any failure in the performance or observance of any such obligation, unless it has first received from the Tenant written notice specifying particulars of the failure and has failed to comply with the same within a reasonable period thereafter.

### 5.3 **Superior Lease**

The Landlord covenants with the Tenant to pay the rents reserved by the Superior Lease and to observe and perform the covenants and conditions on the part of the lessee contained in the Superior Lease, save in so far as they are to be performed and observed by the Tenant under this Lease.

## 6. **INSURANCE**

### 6.1 **Landlord to insure**

6.1.1 Subject to (i) the Tenant paying the Insurance Rent (ii) any excesses, exclusions or limitations required by the insurers and (iii) the other provisions of this clause 6, 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 determine, for the following:

6.1.1.1.1 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;

6.1.1.1.2 loss of the Yearly Rent and service charge payable or reasonably estimated to be payable for three years or such longer period as the Landlord considers sufficient for reinstating the Centre;

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 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. The Landlord will have the interest of the Tenant noted generically on the insurance policy and will use all reasonable endeavours to obtain a waiver of subrogation rights against the Tenant subject to any conditions or exclusions imposed by the insurer.

6.1.3 The Landlord shall not be obliged to insure pursuant to clause 6.1.1.1:

6.1.3.1 any tenant's and trade fixtures and fittings;

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

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, not more than once a year, the Landlord shall produce evidence of the insurance and payment of the last premium. All material additions and variations to the insurance policy will be notified to the Tenant as soon as practicable.

## 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 and use; 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

6.3.3 the Landlord is not relieved of its obligations to insure against loss of the Yearly Rent by virtue of clause 6.1.3

then (subject to any excesses, exclusions or limitations on the loss of Yearly Rent and service charge insurance) the Yearly Rent and 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 use or, if earlier, until the expiry of the period for which the Landlord has insured against loss of the Yearly Rent and service charge. 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 the provisions of this clause 6.4, the Landlord shall as soon as reasonably practicable use all insurance money received in

respect of the Centre (excluding sums for loss of Yearly Rent and service charge) to rebuild, repair or reinstate the Centre (other than tenant's and trade fixtures and fittings).

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 covenants to 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.

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;

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 Landlord has not yet started to make good the damage or destruction caused by an Insured Risk within two years of its occurrence, so that the whole or any part of the Premises is still unfit for occupation and use, then either the Landlord or the Tenant may serve not less than two months' notice terminating this Lease. On the expiry of that notice the Term will end (but without prejudice to any rights that either party may have in respect of any previous breach of this Lease) and all insurance money received will belong to the Landlord. The Tenant may not terminate this Lease in this way if the insurance money is irrecoverable in whole or in part as a result of the Tenant's default.

6.4.6 If the damage or destruction caused by an Insured Risk has not been made good three months before the expiry of the period for which the Landlord insures for loss of Yearly Rent and service charge in accordance with clause 6.1.1.1.2 then either the Landlord or the Tenant may serve not less than two months' notice terminating this Lease. On the expiry of such notice the Term

will end (but without prejudice to any rights that either party may have in respect of any previous breach of this Lease) and all insurance money received will belong to the Landlord. The Tenant may not terminate this Lease in this way if the insurance money is irrecoverable in whole or in part as a result of the Tenant's default, or if the damage or destruction has been made good before the expiry of the Tenant's notice.

#### **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' requirements of which it has received notice.

#### **6.6 Fire precautions**

The Tenant shall supply and maintain such fire-fighting equipment as may be required by the insurers.

#### **6.7 Notice by Tenant**

The Tenant shall give immediate notice 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, any occurrence which might affect any insurance relating to the Centre or any nearby property.

#### **6.8 Plate glass insurance**

The Tenant shall insure in the joint names of the Landlord and the Tenant any plate glass in the Premises in its full reinstatement value. When requested to do so, the Tenant shall provide evidence of such insurance and the payment of the current year's premium. All money received from such insurance shall be used as soon as practicable in reinstating the plate glass and any deficiency shall be made up by the Tenant.

#### **6.9 No other insurance to be effected by Tenant**

Subject to clause 6.8, the Tenant shall not insure the Premises or the Centre against any of the Insured Risks.

### **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 the Tenant being in breach of any of the tenant covenants; or
- 7.1.2.3 the Tenant or any surety in respect of the tenant covenants (if an individual) becoming bankrupt, or becoming subject to an interim order under Section 252 of the Insolvency Act 1986, or becoming subject to a voluntary arrangement as defined in Section 253 of the Insolvency Act 1986, or having an interim receiver appointed under Section 286 of the Insolvency Act 1986, or having any distress or process of execution levied on his goods at the Premises; or
- 7.1.2.4 the Tenant or any surety in respect of the tenant covenants (if a company or a partnership) becoming unable, or liable to be found unable, to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becoming subject to a winding up, either by the Court or voluntarily (except for the purpose of reconstruction or amalgamation not involving any reduction of capital), or having a receiver or administrative receiver appointed in respect of the whole or any part of its assets or undertaking, or becoming subject to a proposal for a voluntary arrangement, or having against it a petition for the appointment of an administrator, or having any distress or process of execution levied on its goods at the Premises, or being struck off the register of companies under Sections 1000, 1001 or 1003 of the Companies Act 2006; or
- 7.1.2.5 the Tenant or any surety in respect of the tenant covenants, becoming subject to any analogous events to those listed in clause 7.1.2.3 or 7.1.2.4, in a foreign jurisdiction.

## **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.

## **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 any of the Landlord's property. The Landlord may build or allow to be built on its 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.

#### **7.5 Tenant's goods left in Premises**

If any property of the Tenant remains in the Premises 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.

#### **7.6 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 any Loss arising either out of any absence or failure of the services specified in Part B of Schedule 6 unless such Loss arises out of the wilful neglect or default of the Landlord.

#### **7.8 Layout of the Centre**

The plan numbered one annexed to this Lease represents the current layout of the Centre. The Landlord reserves the right to enlarge or reduce the size of the Centre, to alter its boundaries and layout and to omit or vary any features and areas shown on that plan.

#### **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 notice to be served or given under this Lease shall be in writing and shall be sufficiently served or given:

- 7.11.1 on or to the Tenant or any guarantor if delivered to or sent by recorded or special delivery or registered post or faxed to the Tenant or such guarantor at the Premises or to its usual principal place of business in the United Kingdom or (if a company) to its registered office which at the date of such delivery or sending is registered with the Registrar of Companies or (if an individual) to his usual place of abode in the United Kingdom and if sent by recorded or special delivery or registered post, such service shall be deemed to be made on the Working Day following the date of posting and if faxed, such service shall be deemed to be made on the date on which it is transmitted (or the next Working Day if the fax is transmitted after 16.00 hours or on a day that is not a Working Day); or
- 7.11.2 on or to the Landlord if delivered to or sent by recorded or special delivery or registered post or faxed to the Landlord at its registered office which at the date of such delivery or sending is registered with the Registrar of Companies or to such other address for service as the Landlord shall from time to time notify in writing to the Tenant under this Lease and if sent by recorded or special delivery or registered post, such service shall be deemed to be made on the Working Day following the date of posting and if faxed, such service shall be deemed to be made on the date on which it is transmitted (or the next Working Day if the fax is transmitted after 16.00 hours or on a day that is not a Working Day).

#### **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 Jurisdiction**

- 7.13.1 The validity, construction and performance of this Lease and any non contractual obligations arising out of or in connection with it (and any claim, dispute or matter arising under or in connection with this Lease or such obligations, or the enforceability of, or the legal relationships established by this Lease or such obligations) shall be governed by and construed in accordance with the law of England and Wales.
- 7.13.2 Each party to this Lease irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Lease or any non contractual obligations arising out of or in connection with it, or the enforceability of, or the legal relationships established by this Lease or such obligations.
- 7.13.3 Each such party irrevocably waives any objection which it may have now or hereafter to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each such party further irrevocably agrees that a judgment in any proceedings

brought in the courts of England and Wales will be conclusive and binding upon each such party and may be enforced in the courts of any other jurisdiction.

8. **TENANT BREAK**

The Tenant may terminate this Lease on 24 December 2019 ("**Termination Date**") by giving to the Landlord not less than six (6) months' prior written notice of such termination expiring on the Termination Date and if such notice is given and if the Tenant shall:

- 8.1 up to and including the Termination Date have paid the rents and other money due under this Lease; and
- 8.2 on the Termination Date give vacant possession of the Premises;

then on the Termination Date this Lease shall absolutely terminate and be of no further effect, but such termination shall be without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant or condition under this Lease.

**EXECUTED** as a **DEED** and delivered on the date set out at the head of this Lease.

## **SCHEDULE 1**

### **The Premises**

Unit 21 Princess Parade at the Centre shown edged red on the plan numbered two annexed to this Lease, 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, the surface of the floor slab, but nothing below, and the surface of the ceiling slab, but nothing above;
4. the non-load bearing walls and columns;
5. the doors and windows, their glass, frames and furniture;
6. the shop front and fascia.

## **SCHEDULE 2**

### **Rights Granted**

The following rights are granted subject to the Tenant's compliance with any regulations made by the Landlord pursuant to clause 4.24.1.

1. The right to use the Common Parts for all proper and reasonable purposes.
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 free passage and running of services and supplies through any Conducting Media in the Centre serving the Premises.
4. The right to exhibit the Tenant's name on any Centre directory board.
5. The right, in case of emergency only, to use such escape routes within the Centre as the Landlord may from time to time specify.

### **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 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 (as the enjoyment of light and air shall be by consent) or any nuisance or inconvenience caused to the occupier of the Premises.
3. The right to lay Conducting Media and to free passage and running of services and supplies through the Conducting Media which are now or may during the Term be in 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 or altering the Centre.
6. The right to make 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;
  - 6.2 that the Landlord shall where appropriate provide reasonable alternative access or facilities); and
  - 6.3 to use the Common Parts for advertising, promotional or trading activities, including kiosks and stalls.
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 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 such fire detection, alarm system and emergency public address system as the Landlord considers necessary from time to time.
10. The rights to remove and/or replace and/or refurbish all or any part of any canopy attached to any boundary or party wall of the Premises and to build on or into any such boundary or party wall (including the building/erection of a roof or roofs over part or parts of the Common Parts) and after giving not less than seven (7) days prior written notice to enter the Premises to place and lay in under or upon the same such fixing points for such roof or roofs and/or such footings for any intended party wall or party structure with the foundations therefor as the Landlord shall reasonably think necessary and for such purpose to excavate the Premises along the line of the junction between the Premises and any adjoining property and also to keep and maintain the said fixing points footings

and foundations and on completion of the work the Landlord or the person exercising this right shall make good without delay any damage thereby caused to the Premises to the reasonable satisfaction of the Tenant.

11. The right to enter the Premises (in times of emergency or during fire drills) for the purpose of obtaining access to or using any of the fire escapes or routes of escape in the Centre whether or not in existence at the date hereof.
12. The right to place and keep within the Premises such machinery for heating cooling and ventilating (being part of any overall system for heating cooling and ventilating the Centre) and for providing any fire/smoke detection and/or fire smoke alarm and/or fire prevention and/or water sprinkler equipment/system as the Landlord may from time to time consider to be necessary in such positions as shall be determined by the Landlord (including the diversion of Conducting Media as required).
13. The right to affix to the outside flank or rear main walls of the Premises or to blank elevations of any other part of the Centre or any extension thereof any such items which may be considered by the Landlord to be requisite or desirable including but not limited to advertising panels building block names fire escapes information panels kiosks or other articles or structures of a like nature public lighting brackets (with lamps attached) seats street names vending machines and waste paper receptacles.



#### **SCHEDULE 4**

##### **Encumbrances**

1. The matters contained or referred to in the Property and Charges Registers of the Landlord's title registered under title numbers GM801433; GM801435; GM851187; GM892765; GM801439; GM744868; GM305468, GM850386; GM739358; GM848165; GM832235; GM244627.

## **SCHEDULE 5**

### **Review of the Yearly Rent**

#### **1. Rent Review**

On each Review Date the Yearly Rent shall be reviewed so that on and after each Review Date the Yearly Rent shall be the greater of the Yearly Rent payable immediately before that Review Date (disregarding any suspension of the Yearly Rent in accordance with clause 6.3) and the Open Market Rent as at that Review Date (as defined in this Schedule 5, 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 best yearly rent at 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 on the same terms in all other respects as this Lease (save as to the amount of the Yearly Rent and any 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 are fit for immediate occupation and use for the purpose required by the willing tenant referred to in paragraph 2.1.2 and ready to receive its fitting out works;

2.2.2 there is appropriate access between all levels of accommodation within the Premises;

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

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

2.2.5 the Premises and the Centre are in good and substantial repair and condition;

2.2.6 the Premises, in their assumed state, can be lawfully let, and can be lawfully used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent;

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

2.2.8 the willing tenant has had the benefit of any rent free or concessionary rental period which would be allowed to the willing tenant to compensate for any period in which fitting out works would be carried out.

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 not more than twenty one years before the relevant Review Date, otherwise than in pursuance of an obligation to the Landlord, during the Term, and 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 effect on rent of the provisions of clause 4.20;

2.3.5 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 and the costs of the Landlord and the Tenant awarded in connection with the review) shall be final and binding.

3.4 If either the Landlord or the Tenant fails to pay the costs of the Independent Surveyor or any costs awarded against either the Landlord or the Tenant 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 Yearly Rent**

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

- 4.1 the Tenant shall continue to pay the Yearly Rent at the rate payable immediately before the Review Date, such payments being on account of the Yearly Rent due after the Review Date;

- 4.2 immediately after the date when the revised Yearly Rent is ascertained the Tenant shall pay to the Landlord:

4.2.1 any shortfall between the revised Yearly Rent which would have been payable had it been ascertained by the relevant Review Date and the payments made by the Tenant on account (the "Shortfall");

4.2.2 interest on the Shortfall at the base rate of Barclays Bank plc for the period from the date each part of the Shortfall arose until the date seven days following the ascertainment of the revised Yearly 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 Yearly 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 5 shall then apply, without prejudice to the review due on the immediately following Review Date.

**6. Rent Review Memorandum**

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

**7. Time not of the essence**

For the purposes of this Schedule time shall not be of the essence.

## SCHEDULE 6

### Provision of Services

#### Part A : Payment of Tenant's Share

1. In this Schedule 6 the following words and expressions shall have the following meanings:

**"Accountant"** means an accountant appointed by the Landlord (who may be an employee of the Landlord);

**"Estimated Expenditure"** means such sum as the Landlord shall specify as being a fair estimate of the Expenditure for the current Financial Year;

**"Expenditure"** means the aggregate of all costs, fees, expenses and outgoings incurred by the Landlord in connection with the items listed in Part C of this Schedule 6 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;

**"Financial Year"** means a calendar year expiring on 31 December or such other date as advised to the Tenant;

**"Tenant's Provisional Share"** means a fair share of the Estimated Expenditure attributed to the Premises by the Landlord;

**"Tenant's Share"** means a fair share of the Expenditure attributed to the Premises by the Landlord.

2. The Landlord shall as soon as practicable after the end of each Financial Year submit to the Tenant a statement giving details of the Expenditure for that Financial Year and, upon such statement being certified by the Accountant, it shall be conclusive evidence of all matters of fact referred to (save in the 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 the day before the quarter day following the date of this Lease.
4. The Tenant shall pay the Tenant's Provisional Share by four 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 quarterly payment of the Tenant's Provisional Share or (in the case of an overpayment in the last quarter of the Term), repaid to the Tenant as soon as reasonably practicable after the termination of the Term.

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, exceptional or attributable to the provision of services at the request of the Tenant outside the Trading Hours, 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 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.

#### **Part B: Services to be Provided by the Landlord**

1. The maintenance, amendment, repair, renewal, cleansing, carpeting, furnishing and decorating of the Retained Parts, including the Conducting Media and any 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 escalators in them operational.
3. During the Trading Hours only, providing appropriate heating, cooling and ventilation.
4. Providing staff for the management of the Centre.

**PROVIDED ALWAYS** that the Landlord may withhold, extend or make any alterations to the services as the Landlord deems desirable in the interests of good estate management.

#### **Part C: Items of Expenditure**

##### **1. Landlord's Covenants**

Observing the Landlord's covenants.

##### **2. Services**

Providing and performing the services specified in Part B of this Schedule 6.

3. **Outgoings**

All Outgoings payable relating to the Retained Parts and their occupation or use.

4. **Insurance**

4.1 Works required to the Centre and any equipment in 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 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 in the Common Parts, and providing a security and patrol service.

7. **Signs**

Providing, maintaining and replacing signs and notices.

8. **Landscaping**

Providing and maintaining floodlighting, plants and other landscaping features in the Common Parts; gritting and clearing snow from the Common Parts.

9. **Traffic**

Controlling traffic within the Centre.

10. **Refuse and pests**

Providing and maintaining any refuse receptacles for the Centre, the cost of collecting, storing and disposing of refuse, and the cost of controlling and eradicating pests.

11. **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, but not limited to:

11.1 insurance, health, pension, welfare, severance and other payments and benefits;

11.2 the provision of working clothes, materials and equipment;

11.3 providing, repairing, decorating, heating and lighting any accommodation and facilities for staff and all Outgoings relating to such accommodation and facilities and their occupation and use; and

11.4 notional rent for any parts of the Centre provided as accommodation for such staff.

**12. Energy performance**

12.1 Obtaining or commissioning any EPC or Recommendation Report in relation to the Centre; this cost shall not be included in the Expenditure more than once in every three years.

12.2 The costs of any allowances purchased by or on behalf of the Landlord and of any administration attributable to the Centre pursuant to the CRC Energy Efficiency Scheme (or any equivalent or successor scheme).

**13. Legal requirements**

Complying with all legal requirements relating to the Centre, any equipment within it, its occupation or use, other than matters for which any one tenant or occupier is solely responsible.

**14. Representations**

The 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.

**15. Management**

15.1 The fees and disbursements of the Accountant and any other person engaged in connection with accounting functions, the collection of rents or the provision of services.

15.2 The 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 15.1 that may be undertaken by the Landlord, including, but not limited to, overheads and profits comparable with companies providing management services.

15.3 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 6; and

15.4 Enforcing the covenants in any of the other leases of the Centre for the general benefit of the tenants and occupiers of the Centre.

15.5 Enforcing against any owner or occupier of neighbouring premises the payment of any contribution towards anything used in common with the Centre.



16. **Promotional expenditure**

Advertising and promoting the Centre, and providing seasonal decorations at the Centre.

17. **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.

18. **Shopmobility**

Providing, maintaining and operating the Shopmobility facilities provided in the Centre for the public's use.

19. **Information Technology**

Providing, maintaining and operating information technology for use by the staff at the Centre.

20. **Generally**

The costs of providing such other services and in carrying out such other works, including improvements to existing services, as the Landlord considers desirable for the Centre or its tenants or occupiers, or in the interests of good estate management.

21. **VAT**

VAT chargeable on any item of Expenditure referred to in this Schedule 6.

## SCHEDULE 7

### Surety Obligations

#### 1. Definitions

In this Schedule 7:

- 1.1 the **Tenant** means [ ] only and not any successor in title;
- 1.2 the **Relevant Period** means the period between the date of this Lease and the date on which the Tenant is released from its obligations under this Lease by virtue of the 1995 Act;
- 1.3 **Authorised Guarantee Agreement** means an authorised guarantee agreement under Section 16 of the 1995 Act in respect of the performance by an assignee of this Lease of the tenant covenants.

#### 2. Surety's Guarantee

- 2.1 The Surety, as primary obligor (and not merely as guarantor), covenants with and guarantees to the Landlord that:
  - 2.1.1 the Tenant will at all times during the Relevant Period pay the Rents and comply with the tenant covenants in this Lease;
  - 2.1.2 the Tenant will comply with any Authorised Guarantee Agreement it enters into;
  - 2.1.3 it will indemnify the Landlord against all Loss sustained due to any breach of the tenant covenants during the Relevant Period and any breach by the Tenant of any Authorised Guarantee Agreement and will itself enter into any Authorised Guarantee Agreement required under clause 4.11.6.3; and
  - 2.1.4 it will indemnify the Landlord against all Loss sustained due to the Tenant proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Surety contained in this Schedule.
- 2.2 The Surety's obligations contained in this Schedule shall apply notwithstanding:
  - 2.2.1 any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rents; or
  - 2.2.2 any failure or delay of the Landlord in taking steps to enforce compliance with the tenant covenants or any Authorised Guarantee Agreement by the Tenant or the Surety; or
  - 2.2.3 any failure of the Landlord to pursue any other remedy before proceeding against the Surety; or

- 2.2.4 any time which may be given by the Landlord to the Tenant or the Surety; or
- 2.2.5 any variation of the terms of this Lease; or
- 2.2.6 any surrender of part of the Premises (the liability of the Surety is to continue in respect of the part not surrendered, after any necessary apportionments under Section 140 of the Law of Property Act 1925); or
- 2.2.7 any release of any one or more persons constituting the Surety; or
- 2.2.8 any Landlord's refusal to accept the Rents; or
- 2.2.9 any other matter which, but for this Paragraph 2.2, would release the Surety from its obligations, wholly or in part, other than a release executed as a deed by the Landlord.

### **3. Disclaimer and forfeiture**

- 3.1 The Surety covenants with the Landlord that if during the Relevant Period this Lease is disclaimed, the Surety will comply with paragraph 3.2.
- 3.2 If the Landlord requires within three months of the date of the disclaimer, the Surety will accept a lease of the Premises, to take effect from the date of the disclaimer for a term equal to the residue of the Term unexpired at the date of the disclaimer, at the same rent and subject to the same covenants and conditions as are contained in this Lease. The Surety shall pay on demand the Landlord's reasonable costs plus VAT incurred in preparing and completing such a lease.
- 3.3 The Surety covenants with the Landlord that if the Tenant fails to comply with an obligation in an Authorised Guarantee Agreement to accept a new lease of the Premises following disclaimer of this Lease, the Surety shall comply with that obligation as if it were the Tenant, when required to do so by the Landlord.
- 3.4 The Surety covenants with the Landlord that if during the Relevant Period this Lease is disclaimed and the Landlord does not require the Surety to accept a lease of the Premises in accordance with paragraph 3.2, then the Surety will comply with paragraph 3.5.
- 3.5 The Surety will pay to the Landlord on demand an amount equal to the Rents for the period commencing on the date of the disclaimer (as the case may be) and ending on the earlier of the date six months later and the date the Premises are re-let.

### **4. Restrictions on Surety's remedies against the Tenant**

Whilst any liabilities of the Tenant or the Surety under this Lease or an Authorised Guarantee Agreement remain outstanding, the Surety shall:

- 4.1 not claim in any liquidation, bankruptcy, composition or arrangement of the Tenant in competition with the Landlord;

- 4.2 pay to the Landlord any money it may receive from any person administering the Tenant's assets;
- 4.3 hold for the Landlord's benefit all security and rights the Surety has over the Tenant's assets;
- 4.4 not be entitled to participate in any security held by the Landlord in respect of the Tenant's obligations under this Lease or an Authorised Guarantee Agreement, or to stand in the Landlord's place in respect of such security;
- 4.5 not have any recourse, or pursue any right or remedy against the Tenant arising from the performance of any of the Surety's obligations under this Schedule.



5. **General**

Where there are two or more persons included in the expression "Surety", each person shall be bound by the Surety's obligations in this Lease, even if any of those persons who were intended to execute this Lease or to be bound by those obligations may not so execute or may not be so bound.

SIGNED as a DEED by  
THAI NGOC TRAN  
in the presence of:

)  
)   
)  
\_\_\_\_\_  
Thai Ngoc Tran

Signature of witness  \_\_\_\_\_

Name (in block capitals)  TEN EGBY  \_\_\_\_\_

Address  2 WESTCOTE COTTAGES NG40 4QH  \_\_\_\_\_

Occupation  DIRECTOR  \_\_\_\_\_