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Dated 7 March **2023**

BRUNTWOOD BETA ESTATES PORTFOLIO LIMITED

AFFLECKS LIMITED

LEASE
relating to part of the ground, first, second and third floors
41-43 Oldham Street
Manchester
Greater Manchester
M1 1JG

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LAND REGISTRY PRESCRIBED CLAUSES

LR1	**Date of Lease**	7 March 2023
LR2	**Title Number(s)**	**Landlord's Title Number:** GM657951 **Other Title Numbers:**
LR3	**Parties to this Lease**	**Landlord** **Bruntwood Estates Beta Portfolio Limited** (Company No. 06022525) whose registered office is at Union, Albert Square, Manchester, England, M2 6LW **Tenant** **Afflecks Limited** (Company No. 06504428) whose registered office is Union, Albert Square, Manchester, England, M2 6LW **Other Parties** **None**
LR4	**Property**	**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail** See the definition of Premises in clause 1
LR5	**Prescribed Statements**	None
LR6	**Term for which the Property is leased**	The Term as specified in the Further Lease Particulars
LR7	**Premium**	None
LR8	**Prohibitions or restriction on disposing of this Lease**	This Lease contains a provision that prohibits or restricts disposals
LR9	**Rights of acquisition**.	**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** Clause 12 **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** Clauses 11.9, 13 and 14
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

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FURTHER LEASE PARTICULARS

Term	:	15 years beginning on and including the Term Commencement Date
Term Commencement Date	:	The date of this Lease
Annual Rent	:	Two Hundred and Forty Five Thousand Pounds (£245,000) per annum exclusive of VAT and then subject to the provisions for review in this Lease
Annual Rent Commencement Date	:	The date of this Lease
Review Date(s)	:	Every 5th anniversary of the Term Commencement Date
Permitted Use	:	Retail use within Use Classes E(a), E(b) E(c)(iii) and F.2(a), or sui generis (which would have formerly been use classes A3, A4 and A5) and for storage ancillary to those uses.

This Lease is made on the date specified in the Particulars.

Between

(1) The Landlord specified in clause LR3 (**Supplier**);

(2) The Tenant specified in clause LR3 (**Customer**);

It is agreed

1 Definitions and interpretation

1.1 The definitions and rules of interpretation set out in this clause and the Further Lease Particulars apply to this Lease:

Adjoining Property means the adjoining or neighbouring property of the Supplier, including any property adjoining or near the Building owned leased or occupied by the Supplier or a company within the same Group as the Supplier from time to time

Base Rate means the base rate from time to time of The Royal Bank of Scotland plc

Building means 35 to 43 (odd numbers) Oldham Street, 52, 52a and 54 Church Street, 30 Tib Street and 5 and 7 Short Street, Manchester shown edged blue on Plan B and all Service Media inside such land and Service Media outside such land but exclusively serving it (excluding in both cases any Service Media which are not owned by the Supplier)

Common Parts means the entrances lobbies halls stairways landings corridors lifts refuse areas internal external fire escapes other internal areas of the Building other than the Premises or the Units and the pedestrian ways forecourts roadways ramps car parks landscaped areas and other external areas of the Building

Customer means the tenant being the second named party on this Lease and its successors in title

Electricity Rent means the reasonable and competitive amount (in the market as at the date of procurement) charged by the Supplier or its nominated electricity provider in connection with the provision of electricity to the Premises

EPC is an energy performance certificate, and includes any associated recommendation report, both as defined in The Energy Performance of Buildings (England and Wales) Regulations 2012 SI No 3118 (**EPB Regulations**), and an **inspection report** is the report referred to in part 4 of those regulations

Excluded Risks means any risk against which the Supplier does not insure because insurance cover for that risk is either not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Supplier's reasonable opinion are unacceptable

Further Lease Particulars means the further lease particulars appearing at the front of this Lease

Group means a group of companies within the meaning of section 42 of the Landlord and Tenant Act 1954

Insurance Rent means:

(a) a proper proportion of the total cost to the Supplier (before any commission) of insuring the Building against the Insured Risks for its full reinstatement cost including the costs of demolition and site clearance temporary works compliance with local authority requirements in connection with any works of repair or reinstatement architects surveyors and other professional fees and other incidental expenses and in each case with due allowance for inflation and VAT and insuring against public liability of the Supplier in connection with any matter relating to the Building or the occupation or use of the Building

(b) the cost to the Supplier (before any commission) of insuring against loss of the Rent and Service Charge (having regard to the provisions for the review of the Rent) for the Loss of Rent Period

Insured Risks means:

(a) fire, explosion, lightning, earthquake and subsidence

(b) flood, storm, bursting or overflowing of water tanks, pipes or other water or heating apparatus

(c) impact, aircraft (other than hostile aircraft) and things dropped from such aircraft

(d) riot, civil commotion and malicious damage

(e) Terrorist Activity

(f) such other risks as the Supplier may from time to time insure against

but to the extent that any risk is for the time being an Excluded Risk it will not to that extent and for that time be an Insured Risk

Insured Damage means damage to or destruction of the Premises or any part of the Building over which the Customer exercises rights granted by this Lease caused by an Insured Risk

Interest Rate means 4% over the Base Rate

Land Registry Prescribed Clauses means clauses LR1 to LR14 appearing at the front of this Lease

this Lease means this deed as varied or supplemented by any Supplemental Document

Licensing Covenants means the covenants within schedule 1

Loss of Rent Period means the period of 3 years from the date of Insured Damage or such other loss of rent period as the Supplier (acting reasonably and in accordance with the principles of good estate management) considers appropriate

Order means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

Partnership Order means the Insolvent Partnerships Order 1994

Permitted Part means a part of the Premises where the part to be underlet and the remainder of the Premises will in each case be self-contained and capable of separate use and occupation.

Plan means each plan annexed to this Lease and marked accordingly

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any other legislation relating to town and country planning in force from time to time

Plate Glass Insurance Policy means an insurance policy taken out with an insurance company of repute and through such agency as shall from time to time be nominated by the Supplier, such policy to:

(a) be in the joint names of the Supplier and the Customer

(b) protect against breakage or damage to any plate glass forming part of the Premises for a sum not less than the full reinstatement value thereof for the time being

Premises means the part of the ground floor shown edged red on Plan A1, part of the first floor shown edged red on Plan A2, part of the second floor shown edged red on Plan A3 and part of the third floor shown edged red on Plan A4 of the Building (excluding for the avoidance of doubt the stairwells coloured green on each plan) bounded by and including:

(a) the interior plaster and other finishes of the external walls of such premises (but excluding any other part of such walls)

(b) the inner half of the non-load bearing internal walls dividing such premises from other parts of the Building (but excluding any other part of such walls)

(c) the interior plaster and other finishes of the internal load-bearing walls dividing such premises from other parts of the Building (but excluding any other part of such walls)

(d) the flooring raised floors floor screeds and any voids beneath them down to (but excluding) the joists slabs or other structures supporting such flooring

(e) the ceiling finishes and any suspended or false ceilings and any voids between the ceiling and any suspended or false ceiling (but excluding any other part of the ceilings)

(f) the whole of any non-load-bearing walls columns and partitions within such premises

(g) the interior plaster and other finishes of load-bearing walls and columns within such premises (excluding any other part of such walls and columns)

(h) the doors and windows and door frames and decorative finishes on the interior of the window frames and fittings at such premises and the glass within such doors and windows

(i) Supplier's fixtures from time to time within such premises but if those fixtures are Service Media then only if they fall within paragraph (j) below, together with all carpets and floor coverings provided by the Supplier (and the carpets and floor coverings replacing those so provided)

(j) Service Media within and exclusively serving such premises and which are owned by the Supplier (but excluding any other Service Media)

Quarter Days means 25 March, 24 June, 29 September and 25 December in each year

Rent means the Annual Rent

Service Charge means a proper proportion of the total cost of the Services in relation to relevant Service Charge Year (as those terms are defined in clause 7.1)

Service Charge Balance means the shortfall if any between the Service Charge Budget and the Service Charge

Service Charge Budget means the same proper proportion of the amount which the Supplier or the Supplier's Surveyor or its accountant reasonably estimates will be the total cost of the Services in any Service Charge Year (as those terms are defined in clause 7.1)

Service Media means conduits and equipment used for the reception, generation, passage and/or storage of Utilities and all fire alarms, smoke detectors, sprinklers, dry risers, security systems security cameras access devices and closed circuit television apparatus

Structural Parts means all parts of the Building other than the Common Parts, the Units and the Premises

Supplemental Document means any deed agreement licence memorandum or other document which is supplemental to this Lease

Supplier means the landlord being the first named party to this Lease and its successors in title and persons entitled to the reversion immediately expectant on the termination of this Lease

Supplier's Surveyor means a surveyor appointed by the Supplier who may be an individual or a firm or company of chartered surveyors or an employee of the Supplier or a company which is in the same Group as the Supplier

Supplier's Title means the supplier's title to the Building registered at the Land Registry under Title Numbers GM657951

Surveyor means an independent chartered surveyor appointed jointly by the Supplier and the Customer or if they do not agree on the identity of such surveyor, the surveyor shall be appointed by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function) on the application of either the Supplier or the Customer in accordance with this Lease

Terrorist Activity means any act of any person or persons acting solely or on behalf of or in connection with any organisation (including any association or combination of persons) which carries out activities directed towards:

(a) the overthrowing of or influencing of His Majesty's Government in the United Kingdom or any other government de jure or de facto by force or violence

(b) the intimidation or persecution of or violence against any section of the community or a class of persons by targeting force

Units means the parts of the Building (other than the Premises) which are let or are intended for letting or exclusive occupation

Use Class means the stated class in the Town and Country Planning (Use Classes) Order 1987, as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 and the Town and Country Planning (Use Classes) (Amendment) (England) Order 2006) and the Town and Country Planning (Use Classes) (Amendment) (England) Order 2010

and the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 as at the date of this Lease

£000

User Covenants means the covenants set out in schedule 2

Usual Business Hours means the hours of 8.30am to 5.30pm every weekday (except in each case the usual public holidays)

Utilities means electricity, gas, water, foul water and surface drainage, heating, ventilation and smoke and fumes, signals, telecommunications, satellite and data communications and all other utilities

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

Working Day means any day (other than Saturday) on which banks are usually open for business in England and Wales

2002 Act means the Land Registration Act 2002

1.2 References to:

(a) **Supplier** shall be read and construed as a reference to landlord;

(b) **Customer** shall be read and construed as a reference to tenant;

(c) **guarantor** includes any person guaranteeing the Customer's obligations under this Lease or under an authorised guarantee agreement;

(d) **Premises** or **Building** include any part of the Premises or the Building (unless otherwise specified);

(e) the **end of the Term** are to the end of the Term however it occurs and whether before at or after the end of the term of years granted by this Lease;

(f) the **Term** includes (if relevant) any period of any continuation of the tenancy granted by this Lease;

(g) the **Review Date** is to the relevant Review Date (as the context admits);

(h) **proper proportion** of any sum are to the whole or a proportion of that sum which is proper and reasonable in the circumstances as determined by the Supplier's Surveyor whose decision shall be final and binding save in the case of manifest error and where there are different elements to that sum a different proportion for each element may be determined on this basis.

1.3 In this Lease unless the context otherwise requires:

(a) words importing any gender include every gender;

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

(c) general words introduced by the word other do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts things or matters;

(d) a reference to a person includes an individual corporation company firm partnership or government body or agency whether or not legally capable of holding land;

(e) where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation;

(f) table of contents and the headings to the clauses and schedule are for reference only and shall not affect the interpretation;

(g) a reference to a **clause** or a **schedule** is a reference to a clause of or schedule to this Lease and a reference to a **paragraph** is to a paragraph of a schedule.

1.4 Unless otherwise specified, references to legislation or statute are a reference to the legislation or statute as amended, consolidated or re-enacted from time to time and include any subordinate legislation and guidance under it.

1.5 Writing or written includes e-mail but not faxes

1.6 Any obligation in this Lease on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.7 A reference to any act or to any act or omission of the Customer includes any act or any act or omission of any other person at the Premises or the Building with the Customer's express or implied authority.

1.8 A reference to the consent or approval of the Supplier means the prior consent in writing of the Supplier signed by or on behalf of the Supplier.

1.9 Where a sum is expressed to be payable on demand it will become payable (unless otherwise specified) 10 Working Days after the demand has been made.

1.10 Each provision in this Lease is severable from the others; if any provision is or becomes unenforceable, the enforceability of other provisions is not affected.

2 Grant and Term

The Supplier leases the Premises with full title guarantee to the Customer for the Term the Customer paying the following sums which are reserved as rent:

(a) the Rent;

(b) the Insurance Rent;

(c) the Service Charge Budget;

(d) the Service Charge Balance;

(e) the Electricity Rent;

(f) any VAT payable on any sums due under this Lease; and

(g) and any interest due under this Lease.

3 Payment of Rents

3.1 Customer's obligation to pay rents

(a) The Customer shall pay to the Supplier in four equal instalments in advance on the Quarter Days:

(i) the Rent;

(ii) the Service Charge Budget;

(b) The Customer shall pay to the Supplier on demand:

(i) the Insurance Rent;

(ii) the Service Charge Balance; and

(c) The Customer shall pay to the Supplier, or to the Supplier's nominated electricity provider, the Electricity Rent on demand.

(d) The Customer shall pay to the Supplier interest in accordance with clause 5.6.

3.2 First payment of Annual Rent

The first payment of the Annual Rent shall be made on the date of this Lease and shall be the Annual Rent for the period from and including the Annual Rent Commencement Date until the day preceding the next Quarter Day.

3.3 First payment of Service Charge Budget

The first payment of the Service Charge Budget and any VAT due on it is to be made on the date of this Lease and is to be a proportionate amount calculated on a daily basis for the period from and including the Term Commencement Date until the day preceding the next Quarter Day.

3.4 Method of payment

If reasonably required by the Supplier, the Customer shall pay the Rent, the Service Charge Budget and any VAT on those sums by bankers standing order or credit transfer to a bank and account in the United Kingdom which the Supplier has notified in writing to the Customer.

3.5 No right of set-off

The Customer waives any legal or equitable right of set-off deduction abatement or counterclaim which it may have in respect of any sums due under this Lease and agrees to make all payments in full on their due dates.

4 Rent Review

4.1 Definitions

In this clause the following definitions apply:

Base Figure means the Index figure for the month preceding the Term Commencement Date

Current Figure means the Index figure for the month preceding the Review Date

Index means all items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor Ministry Department or Government Agency

BW/RHL **Initial Rent** means £258,000 £245,000 exclusive of VAT

Relevant Quarter Day means the Quarter Day immediately following the date that:

(a) the revised Rent has been agreed; or

(b) the Surveyor's determination is notified to the Supplier and the Customer

4.2 **Rent Review**

The Rent payable under this Lease with effect from the Review Date shall be the greater of:

(a) The Rent reserved by this Lease immediately before the Review Date (disregarding any suspension of rent); and

(b) The revised rent calculated in accordance with the following formula:

$$A \times \frac{C}{B}$$

in which:

A is the Initial Rent

B is the Base Figure

C is the Current Figure

4.3 **Notice of revised Rent**

The Supplier shall give written notice to the Customer of the Rent payable with effect from the Review Date

4.4 **Changes to the Index**

(c) If the reference base used to compile the Index shall change after the date of this Lease the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index had the reference base current at the date of this Lease been retained.

(d) If:

(i) publication of the Index ceases; or

(ii) it becomes impossible by reason of the circumstances referred to in this clause or any other change after the date of this Lease in the methods used to compile the Index or for any other reason whatever to calculate the Rent payable from the Review Date by reference to the Index; or

(iii) any dispute should arise as to the amount of Rent payable from the Review Date;

then the matter shall be determined by a Surveyor

(e) The Surveyor appointed in accordance with clause 4.4(b) shall act as expert and shall have full power to determine on such dates as he considers appropriate what would have been the increase in the Index had it continued (Determination):

(i) on the basis assumed for the operation of this clause; and

(ii) in view of the information assumed to be available for it.

(f) If the Determination is also impossible or impracticable then the Surveyor must determine a reasonable rent for the Premises on such date as he considers appropriate having regard to the purposes and intent of the provisions in this Lease for the review of the Rent

4.5 **Payment of Rent**

(g) If the revised Rent has not been agreed or determined by the Review Date then the Rent shall continue to be payable at the rate payable immediately before the t Review Date

(h) On the Relevant Quarter Day the Customer shall pay:

(i) the shortfall (if any) between the amount that the Customer has paid for the period from the Review Date until the Relevant Quarter Day and the amount that would have been payable had the revised Rent been agreed or determined on or before the Review Date; and

(ii) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Quarter Days on which parts of the shortfall would have been payable if the revised Rent had been agreed or determined on or before that Review Date and the date payment is received by the Supplier.

5 Other financial matters

5.1 **Utilities**

In addition to the Electricity Rent the Customer shall pay all charges including connection and hire charges relating to the supply of Utilities to the Premises and will comply with all present or future requirements of the suppliers of Utilities to the Premises.

5.2 **Rates and taxes**

(a) The Customer shall pay and indemnify the Supplier against all present and future rates and assessments of any nature charged on or payable in respect of the Premises and in respect of any car park spaces available to the Customer under the terms of this Lease whether payable by the Supplier owner occupier or Customer of the Premises and whether of a capital or income recurring or non-recurring nature but excluding any payable by the Supplier occasioned by receipt of the rents or by any disposition or dealing with ownership of any interest reversionary to the interest created by this Lease.

(b) If the Supplier shall suffer any loss of rating relief which may be applicable to empty premises at the end of the Term by reason of such relief being allowed to the Customer

in respect of any period before the end of the Term, the Customer shall make good such loss to the Supplier.

5.3 **Payments relating to the Premises and other property**

Where any of the charges payable under clauses 5.1 or 5.2 relate to other property as well as the Premises the amount to be paid by the Customer will be a proper proportion of the whole of the amount charged or payable.

5.4 **Supplier's costs**

The Customer shall pay to the Supplier on demand the proper (and in the case of sub-clause (f)) fees costs and expenses charged properly incurred or payable by the Supplier and its advisors or bailiffs in connection with:

(a) any steps reasonably taken in contemplation of or in relation to any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938 including the preparation and service of all notices and even if forfeiture is avoided (unless it is avoided by relief granted by the court);

(b) preparing and serving schedules of dilapidations at any time during the Term (or within 3 calendar months after the Term in respect of dilapidations arising during the Term) and supervising any works undertaken to remedy such dilapidations;

(c) recovering (or attempting to recover) any arrears of Rent or other sums due to the Supplier under this Lease including any costs associated with the Supplier's remedies of distress or execution;

(d) any investigations or reports reasonably carried out to determine the nature and extent of any breach by the Customer of its obligations in this Lease;

(e) any proper and reasonable steps taken to procure that a breach by the Customer of its obligations under this Lease is remedied; and

(f) any application for a consent of the Supplier (including the preparation of any documents) which is needed by virtue of this Lease whether or not such consent is granted provided that such consent is not unlawfully withheld or delayed.

5.5 **VAT**

(a) Where the Customer is to pay the Supplier for any supply made to the Customer by the Supplier the Customer shall also upon receipt of a proper and valid VAT invoice pay any VAT which may be payable in connection with that supply.

(b) Where the Customer is to pay to the Supplier the costs of any supply made to the Supplier the Customer shall also pay the Supplier upon receipt of a proper and valid VAT invoice any VAT payable by the Supplier in connection with that supply except to the extent that the Supplier is able to obtain a credit for the VAT from H M Revenue and Customs.

5.6 **Interest**

(a) If the Rent or any other sums payable under this Lease are not paid to the Supplier within 10 Working Days of the due date for payment the Customer shall pay interest to

the Supplier at the Interest Rate for the period from and including the due date until payment (both before and after any judgment).

£245,000

(b) If the Supplier lawfully refuses to accept any Rent or other sums due under this Lease when the Customer is in breach of any of its obligations in this Lease so as not to prejudice the Supplier's rights to re-enter the Premises and forfeit this Lease the Customer shall pay interest on such sum to the Supplier at the Interest Rate for the period from and including the date such sum became due until the date that the payment is accepted by the Supplier.

(c) All interest under this Lease will accrue on a daily basis and will be payable immediately on demand.

5.7 **Exclusion of statutory compensation**

Any statutory right of the Customer or any undertenant to claim compensation from the Supplier or any Superior Landlord on leaving the Premises is excluded to the extent that the law allows.

6 Insurance

6.1 **Supplier's obligations**

(a) The Supplier shall insure the Building other than:

(i) any part installed by or on behalf of the Customer or any undertenant; and

(ii) any plate glass at the Premises or at any Units

against the Insured Risks for such sum as the Supplier shall be advised represents the cost of reinstatement of the Building.

(b) The insurance taken out by the Supplier shall be through a reputable agency chosen by the Supplier acting reasonably and subject to any exclusions excesses and conditions as may be:

(i) usual in the insurance market at the time;

(ii) required by the insurers; or

(iii) reasonably required by the Supplier.

(c) The Supplier shall (at the request of the Customer and at no cost to the Customer on one occasion during a calendar year but otherwise on payment by the Customer of a reasonable fee) produce details of the terms of the current insurance policy and evidence of the payment of the current premium.

(d) The Supplier shall use reasonable endeavours to procure that the insurance policy shall contain a waiver of all rights of subrogation against the Customer any undertenant and its or their mortgagees.

6.2 **Customer's obligations**

The Customer shall:

(a) pay the Insurance Rent in accordance with this Lease;

(b) pay on demand any increase in the insurance premium for any part of the Building or any Adjoining Property which is attributable to the use of the Premises or anything done or omitted to be done on the Premises by the Customer or any occupier of the Premises;

(c) pay on written demand a proper proportion of the costs reasonably and properly incurred or payable by the Supplier in connection with the Supplier obtaining any valuation of the Building for insurance purposes as long as such valuation is made at least 2 years after any previous such valuations;

(d) comply with the requirements of the insurers notified in writing to the Customer relating to the Premises and the rights granted to the Customer by this Lease;

(e) not obstruct the access to any fire equipment or any means of escape from the Premises or the Building;

(f) not do or omit to do anything which may make any insurance of the Building or of any Adjoining Property taken out by the Supplier void or voidable or which would result in an increase in the premiums for such insurance;

(g) give the Supplier written notice immediately upon becoming aware of any Insured Damage;

(h) pay the Supplier on demand a reasonable and proper proportion (provided the Customer is not at fault) of the amount of any excess required by the insurers in connection with any Insured Damage provided that if the damage is caused by any act or omission of the Customer the Customer shall pay the whole excess;

(i) pay the Supplier on written demand an amount equal to any amount which the insurers refuse to pay following damage to any part of the Building or any Adjoining Property because of any act or omission of the Customer;

(j) not take out any insurance of the Premises against the Insured Risks in its own name other than:

    (i) in respect of any part of the Premises installed by or on behalf of the Customer or any undertenant or any other occupier of the Premises; and

    (ii) the Plate Glass Insurance Policy;

    and if the Customer has the benefit of any such insurance the Customer shall hold all money receivable under that insurance upon trust for the Supplier;

(k) maintain at all times during the Term the Plate Glass Insurance Policy;

(l) provide to the Supplier:

    (i) the Plate Glass Insurance Policy or a copy thereof and (if requested by the Supplier) to leave a copy thereof with the Supplier; and

    (ii) the receipt for the current year's Plate Glass Insurance Policy premium; and

(m) forthwith layout all monies received under the Plate Glass Insurance Policy and such other money as may be necessary in reinstating the plate glass at the Premises with glass of same quality and thickness as at the date of this Lease.

6.3 **Reinstatement following damage by an Insured Risk**

(a) If Insured Damage occurs, then:

(i) unless payment of any insurance monies is refused because of any act or omission of the Customer or any undertenant and the Customer has failed to comply with clause 6.2(i);

(ii) subject to the Supplier being able to obtain any necessary consents; and

(iii) subject to the necessary labour and materials being and remaining available;

the Supplier shall use the insurance monies received by the Supplier making up any shortfall out of its own monies (except monies received for loss of rent) in repairing and reinstating:

(iv) the Premises (other than any part which the Supplier is not obliged to insure) or in constructing comparable premises; and

(v) such part of the Building over which the Customer exercises rights granted by this Lease;

as soon as reasonably possible.

(b) The Supplier shall use reasonable endeavours to obtain the necessary labour materials and consents to repair or reinstate the Premises but will not be obliged to appeal against any refusal of a consent.

6.4 **Suspension of rent following damage by an Insured Risk**

(a) If Insured Damage makes the Premises unfit for occupation and use or inaccessible, the Rent and Service Charge (or a proper proportion of them according to the nature and extent of the damage) will be suspended until the earlier of:

(i) the date when the Premises or such part have been made fit for occupation or use or the means of access restored or the Service Media over which the rights are exercised are repaired or restored; and

(ii) the end of the Loss of Rent period.

(b) The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective or payment of it has been refused by the insurers because of any act or omission by the Customer or any undertenant.

(c) Any dispute relating to this clause 6.4 will be referred to arbitration.

6.5 **Customer's option to determine**

(a) If Insured Damage makes the Premises unfit for occupation and use and the Supplier has not been able to complete the necessary works of repair or reinstatement (because of circumstances beyond its reasonable control) by the date which is 1 month before the end of the Loss of Rent Period, the Customer may terminate this Lease by giving 1 month's written notice to the Supplier (**Customer's Determination Notice**).

(b) The Customer's Determination Notice must be given:

(i) no earlier than 1 month before the end of the Loss of Rent Period; and

(ii) no later than 3 months after the end of the Loss of Rent Period

but may not be given after the Premises have been reinstated pursuant to clause 6.3.

(c) Subject to this clause 6.5, this Lease will terminate on the date specified in the Customer's Determination Notice but such termination will be without prejudice to any claim which the Supplier or the Customer may have against the other for any earlier breach of their respective obligations in this Lease.

(d) The Customer shall remain bound by clauses 6.2(h) and 6.2(i) after such termination.

6.6 **Supplier's option to determine**

If the Building or substantially the whole of the Building is made unfit for occupation and use the Supplier may determine this Lease by not less than one month's written notice served upon the Customer and given to expire at any time within the Loss of Rent Period (Supplier's Determination Notice) and upon the expiry of the Supplier's Determination Notice this Lease shall determine without prejudice to any claim which the Supplier or the Customer may have against the other for any earlier breach of their respective obligations in this Lease and the Customer shall not be entitled to any compensation except that (if any) payable under the provisions of the Landlord and Tenant Act 1954.

6.7 **Insurance monies**

All insurance monies payable will belong to the Supplier.

6.8 **Excluded Risks**

(a) In this clause the following definitions apply:

Election Notice means written notice given by the Supplier to the Customer in which the Supplier elects to reinstate the Premises

Election Period means the period of 12 months following the date of Excluded Risk Damage

Excluded Risk Damage means damage to or destruction of the Premises or any part of the Building over which the Customer exercises rights granted by this Lease caused by an Excluded Risk, which:

(i) is not the result of some act or default of the Customer or any undertenant or any person under its or their control

(ii) results in the Premises being unfit for occupation and use or inaccessible

Reinstatement Works means works carried out at the Supplier's cost to:

(i) reinstate the Premises (other than any part which the Supplier is not obliged to insure) or to construct comparable premises

(ii) reinstate such part of the Building over which the Customer exercises rights granted by this Lease

Termination Notice means written notice served by either party on the other, terminating this Lease with immediate effect

(b) From the date of Excluded Risk Damage, the Customer's obligations pursuant to clauses 8.1 and 8.2 and the obligation to pay the Rent and Service Charge (or a proper proportion of them according to the nature and extent of the damage) shall cease to apply (only to the extent that any want of repair or condition in the Premises results from Excluded Risk Damage) and such cessation shall continue until the earlier of:

(i) the reinstatement of the Premises in accordance with clause 6.8(d); and

(ii) the termination of this Lease in accordance with any of the provisions in this clause 6.

(c) If Excluded Risk Damage occurs the Supplier may give an Election Notice to the Customer at any time within the Election Period.

(d) If the Supplier serves an Election Notice the Supplier shall as soon as reasonably possible following service of the Election Notice:

(i) use reasonable endeavours to obtain the necessary labour materials and consents to carry out Reinstatement Works (but will not be obliged to appeal against any refusal of a consent); and

(ii) carry out the Reinstatement Works,

provided that if the Supplier has not obtained all necessary planning and other consents by the date 12 months after the Election Notice, then either the Supplier or the Customer may serve a Termination Notice, whereupon this Lease will forthwith determine without prejudice to any claim by either party in respect of any antecedent breach of covenant.

(e) If clause 6.8(d) applies and the Premises have not been repaired or reinstated within 3 years of the date of the Election Notice, then either the Customer or Supplier may at any time thereafter (but not after the Premises have been reinstated in accordance with clause 6.8(d)) serve a Termination Notice, whereupon this Lease will forthwith determine without prejudice to any claim by either party in respect of any antecedent breach of covenant.

(f) If Excluded Risk Damage occurs and:

(i) during the Election Period the Supplier notifies the Customer that it does not intend to reinstate the Premises and/or the Building and/or the Common Parts over which the Customer exercises rights granted by this Lease (as appropriate); or

(ii) the Supplier does not serve an Election Notice within the Election Period;

then either the Supplier or the Customer may at any time thereafter serve a Termination Notice, whereupon this Lease will forthwith determine without prejudice to any claim by either party in respect of any antecedent breach of covenant.

(g) Time shall be of the essence for the purposes of this clause.

(h) Any dispute relating to this provisions in this clause shall be referred to a Surveyor, who shall act as arbitrator in accordance with the Arbitration Act 1996.

7 Service Charge

7.1 Definitions

In this clause the following definitions apply:

Certificate means a statement certified by the Supplier or the Supplier's Surveyor or its accountants which shows the Service Charge Budget, the Supplier's Expenses, the Service Charge and the Service Charge Balance for the relevant Service Charge Year

Initial Service Charge Year means the relevant Service Charge Year as at the Term Commencement Date

Last Service Charge Year means the relevant Service Charge Year as at the end of the Term

Supplier's Expenses means the reasonable and proper costs (including any VAT charged on such costs to the extent that the Supplier is not able to obtain a credit for such VAT from HM Revenue & Customs) properly incurred or provided for by or on behalf of the Supplier in connection with all or any of the following items:

(a) cleaning maintaining carpeting and re-carpeting decorating lighting treating repairing (and where beyond economic repair) rebuilding and replacing the Common Parts (including lifts on the Common Parts)

(b) cleaning maintaining treating repairing (and where beyond economic repair) rebuilding and replacing the Structural Parts

(c) cleaning the outside of all windows at the Building

(d) providing operating inspecting maintaining repairing and (where beyond economic repair) replacing Service Media (other than Service Media which form part of the Premises or the Units or which do not belong to the Supplier)

(e) removing any obstruction on the Common Parts

(f) providing operating inspecting insuring and maintaining repairing and (and where beyond economic repair) including any air conditioning apparatus serving the Common Parts replacing any equipment plant and machinery and other materials which are used in providing the matters listed in this definition

(g) fuel and Utilities used on the Common Parts or in providing the matters listed in this definition

(h) maintenance and other contracts entered into for the provision of the matters listed in this definition

(i) providing maintaining and when reasonably necessary renewing signs at the Building

(j) providing and replacing refuse containers for occupiers of the Building and arranging for the collection of refuse

(k) providing maintaining and restocking floral and/or plant displays on the Common Parts and maintaining and restocking any external plant or landscaped parts of the Common Parts

(l) providing maintaining and replacing furniture and fittings for use on the Common Parts

(m) providing maintaining and when reasonably necessary replacing or altering such security systems for the benefit of the whole (or substantially the whole) of the Building which the Supplier (in the interests of good estate management) reasonably considers appropriate in the interests of good estate management and which may include the provision of alarms closed circuit television barriers and other equipment and security guards and patrols

(n) providing fire detection prevention and fighting equipment and any signs notices or equipment required by the fire authority for the Common Parts and the Structural Parts and maintaining repairing and when necessary replacing such items

(o) employing or arranging for the employment (and the termination of employment) of staff in connection with the provision of the matters listed in this definition including the costs of insurance pension and welfare contributions the provision of clothing tools and equipment and the provision of accommodation and a notional rent for that accommodation reasonably determined by the Supplier incurred in connection with such employment

(p) all present and future rates taxes duties and assessments of whatever nature charged on or payable in respect of the Common Parts or Structural Parts or in respect of the Building as a whole

(q) complying with any legislation relating to the Common Parts or the Structural Parts or the Building as a whole

(r) complying with or where the Supplier reasonably considers it appropriate in the interests of good estate management contesting the requirements or proposals of the local or any other competent authority in respect of the Common Parts or the Structural Parts or of the Building as a whole

(s) complying with the matters referred to in clause 14.1 in so far as they relate to the Common Parts the Structural Parts or the Building as a whole

(t) abating any nuisance at the Building

(u) making such provisions as the Supplier reasonably considers appropriate in the interests of good estate management for anticipated future expenditure including the provision and replacement of any plant machinery lifts or equipment used or to be used in connection with the matters listed in this definition

(v) leasing any item used in providing the matters listed in this definition

(w) commitment fees interest and any other costs of borrowing money where necessary to finance the matters listed in this definition

(x) obtaining any professional advice which may from time to time be required in relation to the management of the Building or the provision of the matters listed in this definition

(y) the fees of managing agents retained by the Supplier for the management of the Building the provision of the matters listed in this definition not exceeding a maximum of 12.5% of the total of the Supplier's Expenses for the relevant Service Charge Year

(z) preparing the Certificate (whether by the Supplier or the Supplier's Surveyor or its accountants)

(aa) all costs incurred or payable by the Supplier in respect of any adjoining or neighbouring land or Service Media outside the Building

(bb) any other works services or facilities which the Supplier from time to time reasonably considers necessary for the purpose of maintaining improving or modernising the services or facilities in or for the Building and which are for the general benefit of all or substantially all of the occupiers of the Building and are in accordance with the principles of good estate management

but excluding any cost which the Supplier recovers under any other clause of this Lease or from any insurance taken out by the Supplier where the Customer is obliged to refund the Supplier the whole or any part of the premium and further excluding:

(i) the costs of the original acquisition of the Building

(ii) the costs of the initial construction equipping and fitting out of the Building

(iii) costs in relation to or in connection with the promotion or advertising of the Building

(iv) costs in connection with damage caused by an Insured Risk or by Terrorist Activity whether or not an Insured Risk or an Excluded Risk

(v) costs relating to the collection of rent and/or review of rent, and/or letting or re-letting of any part of the Building

(vi) all costs relating to the enforcement of any covenants or other obligations against any tenant or other occupier of the Building pursuant to the tenancy or other arrangements by which they use or occupy the Building

(vii) any liability or expense for which the Customer or other tenants or occupiers of the Building may individually be responsible under the terms of the tenancy (or other arrangement by which they use or occupy the Building) is to be excluded from the items comprising the Service Charge

Service Charge Year means the year from and including 1 April in each year or such other date which the Supplier chooses from time to time and notified to the Customer in writing

Services means:

(a) cleaning maintaining repairing renewing and rebuilding the Structural Parts

(b) cleaning maintaining decorating treating and repairing the Common Parts

(c) heating the Building between such hours and at such times of the year as the Supplier in its reasonable discretion considers appropriate

(d) furnishing and carpeting the Common Parts

(e) lighting the Common Parts

(f) any of the other items referred to in the definition of **Supplier's Expenses** which the Supplier in its discretion and from time to time provides for the management or maintenance of the Building in the interests of good estate management

Provided that in the case of Units which are unlet at any time the Supplier shall bear the proportion of the Services which would have been recoverable from a customer had the same been let on the terms of this Lease.

7.2 **Supplier's obligations**

(a) The Supplier shall provide the Services during the Usual Business Hours within the principles of good estate management in a manner which the Supplier reasonably considers appropriate.

(b) The Supplier will have no liability for any failure or interruption of any Service:

(i) during the proper inspection maintenance repair or replacement or any relevant Service Media or equipment;

(ii) resulting from a shortage of fuel water materials or labour;

(iii) resulting from a breakdown of any equipment used in connection with the provision of the Services; or

(iv) resulting from act or omission of any employee contractor or agent of the Supplier or for any other reason beyond the reasonable control of the Supplier.

(c) In the circumstances mentioned in clause 7.2(b), the Supplier shall restore the relevant Service as soon as is reasonably practicable.

(d) The Supplier shall produce the Certificate to the Customer as soon as practicable after the end of the Service Charge Year.

(e) The Supplier shall (on reasonable written notice and at no cost to the Customer if requested no more than once in each year of the Term but otherwise upon receipt of a reasonable fee) allow the Customer to inspect any invoices and receipts for the Services.

(f) The Supplier shall notify the Customer in writing of any change in the date of the beginning of the Service Charge Year.

7.3 **Customer's obligations**

(a) The Customer shall pay the Service Charge Budget and any VAT on it and the Service Charge Balance and any VAT on it as provided in clause 3.1.

(b) If:

(i) the commencement of the Term does not coincide with the beginning of a Service Charge Year; or

(ii) the end of the Term does not coincide with the end of a Service Charge Year;

the Service Charge due from the Customer shall be calculated in accordance with the following formula:

$$\frac{A}{365} \times B$$

in which:

A is the total Service Charge for either the Initial Service Charge Year or the Last Service Charge Year (as applicable); and

B is the number days in either the Initial Service Charge Year or the Last Service Charge Year (as applicable) which fall within the Term

7.4 **Estimating and revising the Service Charge**

If during a Service Charge Year the Supplier reasonably expects the cost of the Services to increase materially above the Service Charge Budget the Supplier may adjust the remaining instalments of the Service Charge Budget but not more often than twice in each Service Charge Year.

7.5 **Service Charge reconciliation**

(a) If the actual Service Charge for the Service Charge Year shall exceed the Service Charge Budget for that Service Charge Year, the excess shall be due to the Supplier on demand.

(b) If the actual Service Charge for the Service Charge Year shall be less than the Service Charge Budget, the overpayment shall within 3 months of the Certificate being issued:

(i) be credited to the Customer's service charge account; or

(ii) (in respect of the reconciliation which takes place after the end of the Term) be paid to the Customer.

7.6 **General provisions**

(a) If the Supplier has not included any Supplier's Expenses in a Certificate, it may include them in a subsequent Certificate. Otherwise, the Certificate will be (in the absence of manifest error) conclusive as to the amount of the Service Charge.

(b) The Supplier's Expenses for the Initial Service Charge Year may include provisions for expenses incurred by the Supplier before the beginning of the Term so far as they relate to Services which are to be provided during the Term.

(c) The Supplier's Expenses in any Service Charge Year may include provisions for expenses to be incurred by the Supplier after the end of the Term so far as they relate to the Services which are provided during the Term.

(d) No objection shall be made to any cost incurred by the Supplier included in the calculation of the Supplier's Expenses by reason that the material work or service in question might have been provided or performed at a lower cost or to a lower quality standard or specification or otherwise (save that the work or expense is not in respect of any of the Services or other expenditure within the definition of the Supplier's Expenses).

(e) The Supplier will not undertake to provide heating or other Services outside the Usual Business Hours but if any such Services are used the Customer will reimburse the Supplier for any expense incurred in the provision of Services or any increased insurance premium payable and such costs will fall outside the Service Charge provisions contained in this Lease.

8 State and condition of the Premises

8.1 Repair

(a) The Customer shall repair the Premises and keep them in good repair decoration and condition to the reasonable satisfaction of the Supplier.

(b) The Customer shall replace the Supplier's fixtures which may be or become beyond repair at any time during or at the end of the Term.

(c) The Customer shall carry out all works and treatments to the Premises as are necessary for the proper repair and maintenance of the Premises and to ensure the health and safety of people working at or visiting the Premises.

(d) The Customer shall regularly clean the Premises and the windows at the Premises.

(e) The Customer will not be liable under this clause 8.1 to the extent that the Supplier is obliged to carry out the relevant repair works under clause 6.3 or to the extent that the Supplier is prevented from carrying them out by reason of the matters referred to in clauses 6.3(a)(ii) or 6.3(a)(iii).

(f) The Customer shall not carry out any repairs to any:

(i) heating cooling and ventilating apparatus;

(ii) sprinkler system;

(iii) fire hoses;

(iv) fire alarm system; and/or

(v) other fire prevention and detection system or any equipment belonging thereto within but not exclusively serving the Premises.

8.2 Redecoration

(a) The Customer shall clean and replace and then paint grain varnish and enamel with 2 coats of good paint varnish and enamel all parts of the Premises usually painted varnished and enamelled every 5 years and in the last 3 months of the Term at all times in colours and materials approved by the Supplier.

(b) All redecoration is to be carried out to a good and workmanlike standard and to the reasonable satisfaction of the Supplier.

8.3 Alterations

(a) The Customer shall not make any alterations or additions to the Premises or the Service Media which form part of the Premises save as permitted by the remainder of this clause 8.3.

(b) The Customer may make internal, non-structural alterations to the Premises without the consent of the Supplier provided that:

(i) such alterations do not adversely affect any EPC or air-conditioning inspection report that the Supplier holds;

(ii) the Customer notifies the Supplier prior to commencement of the alterations and within 14 days following completion of the same;

(iii) the Customer provides to the Supplier "as built" drawings and specifications in triplicate showing the full extent of such alterations within 14 days following completion of the same; and

(iv) the Customer obtains all requisite consents licences and permissions for the carrying out of such works from any local public or other authority or body.

(c) Unless otherwise required by the Supplier, the Customer shall at the end of the Term:

(i) remove any alterations or additions made to the Premises (including any alterations or additions made to the Premises by the Supplier or the Customer prior to the grant of this Lease);

(ii) make good any damage caused by that removal to the satisfaction of the Supplier; and

(iii) reinstate the Premises to their original layout and condition as at the date of this Lease.

8.4 **Advertisements**

(a) The Customer shall not affix to or exhibit any item to or through any window of the Premises or the Building except:

(i) normal price tickets relating to goods sold in the display area inside the Premises (but not on the window glass); and

(ii) trade placards, posters or advertisements, provided that:

(A) no trade placard, poster or advertisement is attached to the exterior of the Shop Front;

(B) all such items are within and any trade placard, poster or advertisement manifested on or obscuring the glazing shall obscure no more than 20% of the overall glazed areas (including the entrance door).

(b) In the event of the Customer failing to observe the covenant in clause 8.4(a), it shall be lawful for the Supplier and its agents or Surveyor (in addition to any other rights available to the Supplier) to enter the Premises and remove any offending items and all expenses (including Surveyor's and other professional fees) together with interest thereon at the Interest Rate from the date of expenditure by the Supplier until payment by the Customer (both before and after any judgment) shall be a debt due from the Customer to the Supplier and will be forthwith recoverable by action.

8.5 **Signs and reletting notices**

(a) At the end of the Term the Customer shall remove any signs at the Premises and remove all nameplates notices stickers posters advertisements aerials and customer's fixtures fittings furniture and effects from the Premises and will make good any damage caused by that removal to the reasonable satisfaction of the Supplier.

(b) The Customer shall permit the Supplier to place a sign on the Premises (and shall not object to any sign placed on the exterior of the Building):

(i) during the last 6 months of the Term for the reletting of the Premises; and

(ii) at any time advertising the sale of the Supplier's interest (or any superior interest) in the Premises or the Building;

as long as such signs do not unreasonably restrict the access of light or air to the Premises.

8.6 **Yield up**

At the end of the Term (or at such later time as the Supplier recovers possession of the Premises from the Customer) the Customer shall:

(a) yield up the Premises duly decorated repaired renewed maintained cleaned and kept and if necessary replaced in accordance with the Customer's covenants contained in this Lease;

(b) give to the Supplier the health and safety files and any current EPC relating to the Premises.

9 Use of the Premises

9.1 **Permitted Use**

The Customer shall not use the Premises except for the Permitted Use.

9.2 **Restrictions on use**

The Customer shall not:

(a) use nor suffer nor permit to be used the Premises as a/or an:

(i) nightclub;

(ii) massage parlour;

(iii) pet shop;

(iv) pawnbrokers;

(v) turf accountant/betting office or other outlet for any gambling activity;

(vi) undertakers;

(vii) motor vehicle dealership or a motor accessories shop;

(viii) shop for sale by auctions; and/or

(b) leave the Premises unoccupied for a period of more than 1 month without first notifying the Supplier in writing but the Customer will not by virtue of this clause be required to trade from the Premises;

(c) do anything on the Premises which is illegal or immoral;

(d) do anything on the Premises which would cause a nuisance or inconvenience or any damage or disturbance to the Supplier or any of the other occupiers of the Building or any owner or occupier of any other property near the Building including (without limitation) any nuisance or inconvenience caused by any:

(i) vibration;

(ii) impact;

(iii) airborne noise;

(e) carry out any noisy noxious dangerous or offensive acts at the Premises;

(f) store dangerous or inflammable materials at the Premises;

(g) sleep or allow any person to sleep on the Premises;

(h) keep any animal fish reptile or bird on the Premises;

(i) allow to be installed any amusement or gaming apparatus or device;

(j) move, interfere with or damage any Service Media (including Service Media within the Premises).

9.3 **Use of machinery**

The Customer shall not have on the Premises any goods or other articles nor shall use any machinery on the Premises in a manner which causes or may cause:

(a) any damage to the fabric of the Premises or the Building or any strain on the structure of the Premises or the Building beyond that which it is designed to bear;

(b) any undue noise vibration or other inconvenience to the Supplier or other occupiers of the Building or of any Adjoining Property;

(c) interference to others by any radio or electro magnetic signal emitted.

9.4 **Fire and security**

(a) The Customer shall comply with:

(i) the requirements of the fire authority; and

(ii) any reasonable requirements of the Supplier,

relating to fire prevention and the provision of fire fighting equipment at the Premises.

(b) The Customer shall comply with the reasonable requirements of the Supplier in relation to the security of the Building and shall ensure that:

(i) all requisite waiting accommodation for callers and clients is provided within the Premises; and

(ii) the doors leading from the common landings or corridors into the Premises and all doors designated as fire check doors are not left open.

9.5 **User Covenants and Licensing Covenants**

The Customer shall observe and perform the User Covenants and the Licensing Covenants.

9.6 **Regulations**

The Customer shall comply with any reasonable regulations made by the Supplier (acting reasonably and in accordance with the principles of good estate management) from time to time including regulations to ensure the health and safety of persons at the Building and generally for the proper management of the Building and in the event that there is a conflict between the terms of the Lease and such regulations the terms of this Lease shall prevail.

9.7 **Exclusion of warranty**

The Supplier does not warrant or represent that the Premises may be used for the Permitted Use or for any other purpose.

10 Dealings

10.1 **General restriction**

The Customer shall not part with nor agree to share or part with possession of the whole or part of the Premises or this Lease nor allow any other persons to occupy the whole or any part of the Premises except as permitted by the remainder of this clause 10.

10.2 **Assignments**

(a) In this clause the following definitions apply:

Assignee means the proposed assignee

Assignment means the proposed assignment

(b) The Customer shall not assign any part (as opposed to the whole) of this Lease.

(c) The Customer shall not assign the whole of this Lease without the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

(d) The Supplier and the Customer agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Supplier may refuse its consent to the Assignment in any of the following circumstances:

(i) if in the reasonable opinion of the Supplier the Assignee is not of sufficient financial standing to pay and to continue to pay the Rent and other sums payable under this Lease and to comply and to continue to comply with the Customer's obligations in this Lease;

(ii) if where the obligations of the Customer have been guaranteed by a member of the same Group as the Customer the Assignee is another member of that Group;

(iii) if the Assignee (being a body corporate) is not incorporated within the UK or (not being a body corporate) is not resident in the UK; and

(iv) if the Assignee enjoys diplomatic or state immunity.

(e) The Supplier and the Customer agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Supplier may give its consent to the Assignment subject to all or any of the following conditions:

(i) that the Customer enters into an authorised guarantee agreement no later than the date of the Assignment, which is to:

(A) be made by deed;

(B) provide for a guarantee of all the obligations of the Assignee under this Lease from the date of the Assignment until the Assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995;

(C) provide for all the matters permitted by Section 16(5) of the Landlord and Tenant (Covenants) Act 1995; and

(D) otherwise be in a form reasonably required by the Supplier;

(ii) that where reasonably required by the Supplier the Assignee shall procure a guarantor or guarantors (which if a body corporate is to be incorporated within the UK or is not a body corporate to be resident in the UK acceptable to the Supplier) to enter into a full guarantee and indemnity of the Assignee's obligations under this Lease, such guarantee and indemnity to be by deed and to be in the form reasonably required by the Supplier; and

(iii) that if at any time before the Assignment the circumstances set out in clause 10.2(d) apply the Supplier may revoke its consent to the Assignment by written notice to the Customer.

(f) Clauses 10.2(d) and 10.2(e) do not limit the right of the Supplier to refuse consent to an Assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

10.3 **Underlettings**

(a) The Customer shall not underlet or agree to underlet any part of the Premises (as distinct from the whole) except for a Permitted Part.

(b) The Customer shall not underlet the whole of the Premises or a Permitted Part except in accordance with the remainder of this clause 10.3 and with clauses 10.4 and 10.5 and then only with the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

(c) The Customer shall not underlet the Premises or a Permitted Part without first obtaining from the undertenant a covenant by the undertenant with the Supplier to comply with:

(i) the Customer's covenants in this Lease (other than as to the payment of any Rent or other sums reserved as rent by this Lease); and

(ii) the obligations on the undertenant contained in the underlease

throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995 (if sooner).

(d) If the Supplier reasonably requires, the undertenant must provide either or both of:

(i) guarantors acceptable to the Supplier (acting reasonably); or

(ii) other security that the undertenant will comply with its obligations under the underlease.

(e) The Customer shall not grant an underlease until the Supplier has given its approval to a lawful agreement excluding sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy to be created by the underlease.

10.4 **Terms to be contained in any underlease**

(a) Any underlease shall be granted at a rent which is not less than the full open market rental value of the Premises or of the relevant part underlet, and without a fine or premium or without the approval of the Supplier a rent free or rent reduced period as an incentive such approval not to be unreasonably withheld or delayed.

(b) Any underlease shall contain the following terms:

(i) a lawful agreement excluding sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy created by the underlease;

(ii) a provision for the underlease rent to be payable one quarter in advance;

(iii) (where the term of the underlease extends beyond a Review Date) a provision for the review of the rent on the same dates as the review of the Rent in this Lease;

(iv) a provision for re-entry in the same terms as clause 16;

(v) an absolute prohibition on all dealings of the underlease or underlet premises by the undertenant, save for an assignment of the whole of the underlet premises with the prior written consent of the Customer and Supplier, such consent not to be unreasonably withheld or delayed (and which consent shall be subject to compliance by the undertenant and the Customer with the conditions in clauses 10.2(d), 10.2(e) and 10.2(f));

(vi) an agreement between the Customer and the undertenant that where the review of rent in the underlease is referred to a third party for determination the Customer will be allowed to make representations and counter-representations to that third party on behalf of the Supplier as to the reviewed rent to be payable under the underlease;

and shall otherwise be consistent with the terms of this Lease.

10.5 **Further provisions relating to underleases**

(a) The Customer shall enforce the obligations of the undertenant in any underlease.

(b) The Customer shall not vary the terms of any underlease without the consent of the Supplier (such consent not to be unreasonably withheld or delayed).

10.6 **Rent review in an underlease**

(a) The Customer shall procure that the rent in any underlease is reviewed in accordance with the underlease.

(b) The Customer shall not agree the level of any reviewed rent with an undertenant without the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

(c) If the rent review in an underlease is referred to a third party for determination the Customer shall:

(i) ensure that the decision as to whether that third party is to act as arbitrator or expert is made with the Supplier's consent, such consent not to be unreasonably withheld or delayed;

(ii) ensure that the Supplier is given a reasonable opportunity to supply evidence to the Customer to enable the Customer to make representations and counter-representations;

(iii) make representations and counter-representations on behalf of the Supplier

(iv) ensure that any representations and counter-representations made by the Customer or undertenant are immediately copied to the Supplier; and

(v) keep the Supplier informed as to the progress of that third party determination.

10.7 **Charging**

(a) The Customer shall not charge or agree to charge any part of the Premises (as distinct from the whole).

(b) The Customer shall not charge or agree to charge the whole of the Premises without the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

10.8 **Declarations of trust**

The Customer shall not execute any declaration of trust of the whole or any part of its interest in the Premises or this Lease.

10.9 **Group sharing of occupation**

If the Customer is a company, it may share occupation of the Premises with one other company which is in the same Group as the Customer on the following conditions:

(a) the Customer promptly notifies the Supplier in writing of the beginning and the end of the arrangement;

(b) no relationship of landlord and tenant is created by the arrangement; and

(c) the other company vacates the Premises immediately if it ceases to be a member of the same Group as the Customer.

10.10 **Licences to Occupy**

The Customer may grant licences to occupy of part or parts of the Premises on the following conditions:

(a) no relationship of landlord and tenant is created by the arrangements;

(b) any licencee covenants to observe the User Covenants and Licensing Covenants; and

(c) each such arrangement is for a period which does not exceed 5 years.

10.11 **Registration of dealings and provision of information**

(a) Within 1 month of any dealing with or devolution of the Premises or this Lease or of any interest created out of them or it the Customer shall:

(i) notify the Supplier in writing of that dealing or devolution;

(ii) give the Supplier a copy of any document effecting or evidencing the dealing or devolution together with a copy for any Superior Landlord and the copies will each be certified by solicitors as a true copy of the original; and

(iii) pay the Supplier a reasonable registration fee of £50.

(b) The Customer shall give the Supplier written details of persons occupying the Premises and the basis upon which they occupy on request by the Supplier.

11 Legal requirements and regulations

11.1 **Legislation**

The Customer shall:

(a) comply with all legislation affecting the Premises their use and occupation and the health and safety of persons working at or visiting the Premises whether the legislation requires the owner or occupier to comply;

(b) carry out any works to the Premises which are required by legislation;

(c) obtain all licences and consents which are required under any legislation to use the Premises or carry out any works or other activity at the Premises; and

(d) not do or omit to do anything at the Premises which would result in:

(i) any Adjoining Property or any other property owned or occupied by the Supplier (including any other part of the Building) failing to comply with any legislation; or

(ii) the Supplier incurring any cost penalty or liability under any legislation.

11.2 **Notices relating to the Premises**

The Customer shall:

(a) give the Supplier a copy of any notice received by the Customer relating to the Premises or the Building or any occupier of them or to the Supplier's interest in them within 5 Working Days of having received it (or immediately if there are shorter time limits in the notice);

(b) (where a notice requires compliance by the owner or occupier of the Premises) comply with the terms of any such notice (subject to clause 11.2(c)) in a manner approved by the Supplier but the Supplier's approval of any particular manner will not imply that the Customer has discharged its obligation to comply with the terms of the notice;

(c) at the Supplier's cost make or join the Supplier in making any objection or appeal against such notice which the Supplier may reasonably require.

11.3 **Planning**

(a) The Customer shall comply with the Planning Acts.

(b) The Customer shall pay any charge imposed under the Planning Acts in respect of the use of the Premises or any works carried out at the Premises.

11.4 **Defective Premises Act 1972**

(a) The Customer shall give the Supplier written notice immediately upon becoming aware of any defect in:

(i) the Structural Parts or Common Parts adjoining the Premises (of which the Customer becomes aware); and/or

(ii) the Premises;

which in either case may make the Supplier liable to do or not to do any act to comply with the duty of care imposed by the Defective Premises Act 1972.

(b) The Customer shall display any notices at the Premises needed to enable the Supplier to comply with the Defective Premises Act 1972.

11.5 **No additional rights**

The Supplier will not be obliged to grant any additional rights to the Customer nor waive any of the Supplier's rights under this Lease in connection with the obligations of the Customer in this clause 11.

11.6 **Service Media**

(a) The Customer shall not allow any material which is deleterious polluting or dangerous (to persons or property) to enter any Service Media or any Adjoining Property.

(b) The Customer shall not overload or obstruct any Service Media which serve the Premises.

11.7 **Common Parts**

(a) The Customer shall not obstruct the Common Parts or any pavement footpath or roadway adjoining or serving the Building.

(b) The Customer shall not cause the Common Parts or any pavement footpath or roadway adjoining or serving the Building to become untidy or in a dirty condition.

(c) The Customer shall not stand place deposit or expose outside the Premises any goods materials articles or things whatsoever for storage display or sale.

11.8 **Unloading and parking**

The Customer shall not load or unload goods or materials onto or from vehicles and convey the same into the Building and the Premises except through the entrances and lifts approved and provided by the Supplier for that purpose.

11.9 **Emergencies**

(a) In cases of emergency at the Premises or the Building no notice need be given to the Customer for purposes of the Supplier its employees or agents accessing the Premises and the Supplier its employees or agents may break into the Premises if entry cannot be effected in any other way.

(b) In cases of emergency not arising as a result of any act or omission of the Supplier or its employees or agents the Supplier will not be liable to make good any damage caused to the Premises in breaking into the Premises provided that the Supplier shall use reasonable endeavours to ensure that the Premises are left secure following the exercise of the right of entry and the Supplier shall use reasonable endeavours to cause as little damage as reasonably possible to the Premises.

(c) The Customer shall give the Supplier verbal notice (as well as written notice) of any matter affecting the Premises where emergency action is needed.

(d) If the Customer fails to comply with any of its obligations in this Lease the Customer shall in the event of an emergency begin remedying that failure immediately upon notice from the Supplier.

12 Rights granted

12.1 The following rights are granted by the Supplier to the Customer:

(a) **Access to Premises**

(i) during the Usual Business Hours the right to access the Common Parts with vehicles over roadways forming part of the Common Parts as may be allocated from time to time by the Supplier for the purposes permitted by this Lease but only to make deliveries to the Premises during the Usual Business Hours;

(ii) outside the Usual Business Hours the right to access the Common Parts for the purposes permitted by this Lease by prior arrangement with the Supplier at the Supplier's absolute discretion provided that should the Supplier provide such access the Customer will reimburse the Supplier for any expense incurred in such provision;

(b) **Service Media**

the right to use the Service Media forming part of the Building at the date of this Lease which serve but do not form part of the Premises;

(c) **Support**

the right of support and protection from the rest of the Building to the extent existing at the date of this Lease.

12.2 The rights granted by clause 12.1:

(a) are not granted to the Customer exclusively but are to be used in common with the Supplier any superior landlord any other tenants and lawful occupiers of the Building and other persons authorised by them;

(b) may be interrupted or varied or suspended on a temporary basis for the purposes of any works of maintenance repair alteration or the replacement of any land building lifts or lift equipment or Service Media in connection with which the rights are exercised; and

(c) are to be exercised by the Customer and any authorised undertenant in accordance with any reasonable regulations which the Supplier may make for the proper management of the Building in accordance with clause 9.6.

12.3 Nothing contained or referred to in this Lease will confer or grant to the Customer any right easement or privilege other than those which are set out in clause 12.1 and section 62 of the Law of Property Act 1925 will not apply to this Lease.

13 Rights reserved and re-granted

13.1 The following rights are reserved from this Lease and regranted to the Supplier by the Customer:

(a) **Building Rights**

(i) the right to build or carry out works to any part of the Building or on any Adjoining Property or to raise the height of the Building even if such building or works lessen the access of light or air to the Premises or cause any nuisance damage or inconvenience to the Customer or other occupier of the Premises provided that it does not materially affect the Customer's or other permitted occupier's use of the Premises for the Permitted Use;

(ii) the right to build into any of the structures bounding and forming part of the Premises;

(iii) the right to attach scaffolding to any part of the Building in the exercise of any of the rights excepted and reserved by this clause 13 provided that such scaffolding shall be erected for the minimum time possible and shall not materially affect the Customer's or other permitted occupiers' use and enjoyment of the Premises;

(b) **Service Media**

the right to:

(i) inspect connect into repair and replace any Service Media in on under or over the Premises but which do not form part of the Premises;

(ii) construct Service Media in on over or under the Premises;

(iii) connect into and use any Service Media which form part of the Premises;

(iv) cut into any walls floors ceilings at the Premises for these purposes;

(v) attach Service Media to the Premises in connection with the provision of the Services;

(c) **Management of the Building**

(i) the right to attach any equipment to the Premises in order to clean the outside of the windows of the Building;

(ii) the right to attach any equipment or notices to the Premises to comply with any legislation or any requirements of the insurers of the Building;

(d) **Support**

the right of support and protection from the Premises for the rest of the Building and any Adjoining Property;

(e) **Entry**

subject to clause 11.9 the right to enter the Premises:

(i) to exercise any other right reserved and regranted to the Supplier by this Lease;

(ii) to view the state and condition of the Premises to measure and undertake surveys of the Premises and to prepare schedules of condition or of dilapidations at the Premises;

(iii) to determine whether the Customer is complying with its obligations in this Lease and to remedy any breach of those obligations;

(iv) to show prospective purchasers of any interest in the Supplier's reversion or (in the last 6 months of the Term and subject to negotiations for the renewal of this Lease not ongoing) to show prospective customers over the Premises;

(v) in connection with the provision of the Services;

(vi) in connection with any requirements of the insurers of the Premises;

(vii) to comply with a superior lease or mortgage;

(viii) for any other reasonable purpose connected with this Lease or with the Supplier's interest in the Premises or the Building or with the proper management of the Building.

13.2 The rights reserved and regranted by this Lease are reserved and regranted to the Supplier or mortgagee and its or their customers and may be exercised by anyone authorised by the Supplier.

13.3 The person exercising any right of entry reserved and regranted by this Lease shall make good any damage caused to the Premises (subject to clause 11.9) as soon as reasonably practicable to the reasonable satisfaction of the Customer but shall not be under any obligation to make any other compensation to the Customer or other occupier of the Premises.

13.4 The Customer shall allow any person who has a right to enter the Premises to enter the Premises at all reasonable times during and outside the Usual Business Hours provided that reasonable notice has been given which need not be written notice.

14 Third party rights

14.1 There are excepted from this Lease and this Lease is granted subject to:

(a) all existing rights which belong to other property or are enjoyed by other property over the Premises or any land or Service Media over which rights are granted by the Supplier to the Customer by this Lease; and

(b) the matters contained or referred to in the property and charges registers of the Supplier's Title and the Customer shall comply with the matters contained or referred to in the above registers (save in respect of financial charges) so far as they relate to the Premises and the rights granted by this Lease.

14.2 The Customer shall:

(a) not permit any third party to acquire any right over the Premises or to encroach upon the Premises;

(b) give the Supplier immediate written notice of any attempt to do this;

(c) take any steps which the Supplier may reasonably require to prevent the acquisition of any right over or encroachment on the Premises; and

(d) preserve for the benefit of the Premises and the Supplier's interest in them all existing rights which belong to the Premises and are enjoyed over adjoining or neighbouring property.

14.3 The Customer shall not block or obstruct any window or ventilator at the Premises.

15 Quiet enjoyment

The Supplier agrees with the Customer that for so long as the Customer materially complies with the terms of this Lease the Customer may hold and use the Premises during the Term without any interruption (except as authorised by this Lease) by the Supplier or by any person lawfully claiming through under or in trust for the Supplier.

16 Forfeiture

16.1 **Supplier's right of re-entry**

If any event set out in clause 16.2 occurs, the Supplier may re-enter the Premises (or any part of the Premises in the name of the whole) and forfeit this Lease. The Term will then end but

without prejudice to any claim which the Supplier may have against the Customer or a guarantor for any failure to comply with the terms of this Lease.

16.2 **Events giving rise to the Supplier's right of re-entry**

(a) Any sum payable under this Lease has not been paid within 10 Working Days after it became due whether formally demanded or not.

(b) The Customer or any guarantor has failed to comply with the terms of this Lease.

(c) The Customer or any guarantor if an individual (or if more than one individual then any one of them):

(i) is the subject of a bankruptcy petition;

(ii) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986; or

(iii) enters into any composition moratorium or other arrangement with its creditors whether or not in connection with any proceeding under the Insolvency Act 1986 or a receiver of the income of the Premises is appointed under section 101 of the Law of Property Act 1925.

(d) In relation to a Customer or any guarantor which is a body corporate (or if more than one body corporate then any one of them):

(i) a proposal for a voluntary arrangement is made under Part I of the Insolvency Act 1986 or the directors of the Customer or guarantor resolve to make such a proposal;

(ii) a petition for an administration order is presented under Part II of the Insolvency Act 1986 or the directors of the Customer or guarantor resolve to present such a petition;

(iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of its property (or part of it) is appointed;

(iv) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);

(v) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 or a resolution is passed that it be wound up by the court;

(vi) an application is made under section 899 of the Companies Act 2006 or a proposal is made which could result in such an application.

(vii) it enters into any arrangement moratorium or composition (other than any referred to above) with its creditors; or

(viii) it is dissolved or is removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstitution).

(e) In relation to a partnership:

(i) it enters into a voluntary arrangement under Part II of the Partnerships Order;

(ii) an application for an administration order is made or notice of appointment of an administrator is filed at court; or

(iii) a petition is presented for winding-up as an unregistered company under Parts IV or V of the Partnerships Order.

17 Notices in connection with this Lease

17.1 Where a notice is to be given in connection with this Lease it must be given in writing and signed by or on behalf of the party giving it unless it is stated that it need not be given in writing.

17.2 Any notice to be given in connection with this Lease will be validly served if sent by first class post or registered post or special delivery and addressed to or personally delivered to:

(a) the Supplier at its registered office such other address which the Supplier has notified to the Customer in writing; or

(b) the Customer at the Premises or its registered office or its last known address;

17.3 Any notice or demand send by post from within the UK and properly stamped and correctly addressed will be conclusively treated as having been delivered 2 Working Days after posting.

18 Miscellaneous

18.1 **Supplier's rights to remedy default by the Customer**

(a) If the Customer materially fails to comply with any of its obligations in this Lease, the Supplier may (in addition to any other rights available to it) give the Customer written notice of that failure and the Customer shall (subject to clause 11.9) begin remedying as soon as practicable but in any event within 1 month of such notice and then within a reasonable time complete the remedying of that failure.

(b) If the Customer does not comply with clause 18.1(a) the Supplier may enter the Premises and carry out any works or do anything else which may be needed to remedy the Customer's failure to comply with its obligations under this Lease.

(c) Any costs properly incurred by the Supplier by reason of clause 18.1(b) will be a debt due from the Customer payable on demand and may be recovered by the Supplier as if it were additional rent.

18.2 **Customer to provide information**

(a) The Customer shall give the Supplier any information or documents which the Supplier reasonably requests to show that the Customer is complying with its obligations in this Lease.

(b) The Customer shall give the Supplier written notice immediately upon becoming aware of any defect or default which may make the Supplier liable to the Customer or any third party.

(c) The Customer shall immediately notify the Supplier in writing upon the change of control of the Customer (which shall be construed in accordance with section 1124/450 of the Corporation Taxes Act 2010) and shall give the Supplier any information or documents which the Supplier reasonably requests documenting such change in the control of the Customer.

18.3 **Customer's indemnity**

The Customer agrees to indemnify the Supplier at all times (both during and after the Term) against all proper charges, claims, proceedings, liabilities, damages, losses, costs and expenses arising directly or indirectly from any breach of the Customer's obligations in this Lease.

18.4 **Customer's acknowledgment**

The Customer acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Supplier save in relation to written correspondence and enquiries between the Supplier's and Customer's solicitors.

18.5 **Disputes**

Any dispute between the Customer (or other occupier of the Premises) and any other tenant or occupier of the Building relating to the Building shall be referred to the Supplier whose decision (provided it is made in accordance with the principles of good estate management) and in the absence of manifest error will be final and binding.

18.6 **Guarantor**

(a) If at any time during the Term a guarantor (or where a guarantor comprises more than one person anyone of them) dies or any of the events referred to in clause 16 occurs in relation to a guarantor, then the Customer shall:

(i) give immediate written notice to the Supplier of that event; and

(ii) within 1 month of being so required by the Supplier (and at the expense of the Customer) procure that another person reasonably acceptable to the Supplier enters into a deed of guarantee and indemnity in a form reasonably required by the Supplier.

(b) The Customer shall procure that a guarantor enters into any deed or document which is supplemental to this Lease and which is entered into before that guarantor is released by virtue of the Landlord and Tenant (Covenants) Act 1995.

18.7 **Qualification of Supplier's liability**

The Supplier will not be liable to the Customer or any other person for:

(a) any damage to person or property arising from any act, omission or misfeasance by the Supplier or its employees, agents or independent contractors or any other tenant or occupier of the Building;

(b) any damage to person or property arising from the state and condition of the Premises, any other part of the Building or any Adjoining Property;

(c) any interruption to the supply of Utilities to the Premises or other parts of the Building; or

(d) for any failure to perform any obligation in this Lease unless the Customer has given the Supplier written notice of the facts giving rise to that failure and allowed the Supplier a reasonable time to remedy the matter.

Provided that the above clause 18.7 shall not:

(i) be construed to relieve the Supplier from liability for breach of any of the Supplier's covenants contained in this Lease

(ii) apply in the case of negligence or wilful act of omission of the Supplier its employees or agents

(iii) apply where the Supplier is fully insured (and receives full payment under such insurance) in respect of any such liability or receives full payment from a third party.

18.8 **Sale of goods after end of the Term**

(a) The Customer irrevocably appoints the Supplier as its agent to store or dispose of any items left by the Customer at the Premises more than 10 Working Days after the end of the Term.

(b) The Supplier may store or dispose of such items after that time as it thinks fit and without any liability to the Customer other than to account to the Customer for the proceeds of sale after deducting any reasonable costs of sale or storage incurred by the Supplier.

(c) The Customer agrees to indemnify the Supplier against any liability incurred by the Supplier by reason of the Supplier disposing of any items left at the Premises which do not belong to the Customer but which the Supplier believed did belong to the Customer (which will be presumed unless the contrary is proved).

18.9 **Registration**

(a) If the Lease should be registered at the Land Registry under the 2002 Act the Customer will:

(i) use its reasonable endeavours to procure that the Customer is registered at the Land Registry as proprietor of the Lease as soon as reasonably possible;

(ii) use its reasonable endeavours to procure that all rights granted or reserved by the Lease are properly noted against the affected titles; and

(iii) deliver to the Supplier within 10 days of registration official copies of the registered title evidencing that the Customer is the registered proprietor of the Lease.

(b) At the expiration or earlier determination of the Term the Customer shall:

(i) deliver to the Supplier the original Lease and all other title deeds and documents relating to the Premises; and

(ii) execute such document as the Supplier shall reasonably require in order to cancel any entry or title relating to the Lease at the Land Registry.

18.10 **Arbitration**

Where this Lease refers to a dispute being referred to arbitration it will be referred to a single arbitrator who will act in accordance with the Arbitration Act 1996 and the referral will be a submission to arbitration in accordance with that Act.

18.11 **Contracts (Rights of Third Parties) Act 1999**

Save as expressly provided none of the provisions of this Lease are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease.

18.12 **Jurisdiction**

(a) This Lease will be governed by and construed in accordance with the law of England and Wales.

(b) Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Lease or the legal relationships established by this Lease.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Lease.

Schedule 1

Licensing Covenants

1 The Customer is to provide to the Supplier a copy of the Premises Licence on request.

2 The Customer shall not seek to transfer the Premises Licence or consent to its transfer without the prior written consent of the Supplier.

3 The Customer shall:

(a) procure that the Premises Licence remains valid;

(b) fully comply with the terms conditions and limitations imposed by the Premises Licence;

(c) fully comply with requirements of the Licensing Act 2003;

(d) take such steps as are necessary to avoid an application being made for a review of the Premises Licence or the service of any closure order or closure notice.

4 The Customer shall promptly pay to the licensing authority the annual fee payable in respect of the Premises Licence and shall not without the prior written consent of the Supplier:

(a) surrender or attempt to surrender the Premises Licence; or

(b) otherwise allow the Premises Licence to lapse.

5 The Customer shall give to the Supplier immediate notice of any:

(a) complaint or warning given by or on behalf of the licensing authority, the responsible authorities or any other competent person or body about the conduct of the Premises;

(b) summons or notice issued against the Customer, the Premises Licence Holder, the Designated Premises Supervisor or any Personal Licence Holder employed at the Premises;

(c) notice or application for review received by the Customer or Premises Licence Holder in respect of the Premises Licence or any Personal Licence required for the lawful sale of alcohol at the Premises.

6 If so required by the Supplier at the end of the Term (and at the Customer's cost), the Customer shall:

(a) hand over to the Supplier the Premises Licence, together with a consent for its transfer to the Supplier or its nominee (in prescribed form and duly signed); and

(b) take all steps necessary to enable the Premises Licence to be transferred into the name of the Supplier or its nominee.

7 If the Customer refuses, neglects or fails to comply with any of its obligations under this schedule, it shall be lawful for the Supplier or its nominee (and the Supplier and any nominee are irrevocably empowered and appointed as the Customer's attorney for this purpose) to:

(a) do everything necessary to maintain or transfer the Premises Licence and to sign all notices or consents with regard thereto for and on behalf of and in the name of the Customer;

(b) to appear before the licensing authority or any appellate body (either personally or by their solicitors or agents) to apply for the maintenance or transfer of the Premises Licence; and

(c) to consent as the Customer's agent to any application or other action which might be required for the maintenance or transfer of the Premises Licence.

8 It shall be lawful for the Supplier or its nominee (and the Supplier and any nominee are irrevocably empowered and appointed as the Customer's attorney for this purpose) to appeal in the Customer's name against:

(a) any steps taken or order made by the licensing authority or any appellate body following a review of the Premises Licence; or

(b) against any refusal or grant made subject to any terms, conditions or limitations which the Supplier might consider unreasonable,

and to do everything necessary or proper in respect of such an appeal.

9 References in this schedule to Premises Licence Personal Licence Designated Premises Supervisor representation review responsible authorities transfer licensing authority hearing determination appeal closure order surrender or lapse are references to these terms as defined or used in the Licensing Act 2003.

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Schedule 2

User Covenants

10 Where vehicles are allowed into any service area in the Building for the purpose of loading or unloading they shall only be allowed at such times as the Supplier may specify and the Supplier may also specify a maximum time during which any vehicle may remain there; and may remove or immobilise any vehicles not complying with this regulation.

11 The Customer shall not cause the Common Parts or any other land roads or pavements abutting on to the Premises to become untidy or in a dirty condition and shall, at all times, keep the Common Parts and any other land within the Premises or the Common Parts or any other land, roads or pavements abutting on to the Premises free from deposit of materials and refuse.

12 The Customer shall not bring or keep or suffer to be brought, kept, stored, stacked or laid out upon any land within the Premises or the Common Parts or any other land roads or pavements abutting on to the Premises any materials, equipment, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item.

13 The Customer shall not allow waste to accumulate at the Premises and all refuse shall be kept in suitable containers and shall be made available for collection by the Supplier at the times specified by the Supplier.

14 No sound (whether from loudspeakers, any musical instrument, tape recorder, radio or other equipment or apparatus or from customers) which can be heard outside the Premises (whether above adjacent or below them) shall be created within the Premises.

15 The Premises must be suitably acoustically insulated to prevent noise escaping from the Premises to either the street or to other adjoining Units.

16 The Customer shall maintain to the reasonable satisfaction of the Supplier and to the satisfaction of the insurers adequate fire prevention apparatus upon the Premises.

17 The Customer shall from time to time remove from the Premises all waste and inflammable material as quickly as possible.

18 The Customer shall not exhibit or place any articles of any kind outside the Premises or transact any business except inside the Premises.

19 The Premises are to be locked or otherwise secured when not in use.

20 The Shop Fronts shall comply with the shop front design in the handbook circulated by the Supplier from time to time.

21 The public entrance to the Premises must contain self closing doors.

22 The Customer shall not display:

(a) any flashing lights in the Premises that can be seen from outside the Premises; or

(b) any other lighting arrangement that can be seen from outside the Premises;

and if the Supplier shall in its absolute discretion consider such lighting to be undesirable and shall give written notice to the Customer to that effect the Customer shall remove all such lighting from the Premises.

23 The Customer shall keep all those parts of the interior of the Premises that are visible from a pedestrian, mall or a street attractively laid out and furnished and with goods well displayed and shall keep any display windows or showcases in the Premises clean and adequately and attractively dressed at all times, to the satisfaction of the Supplier.

24 Unless prevented by:

(a) any regulation or requirement of a competent statutory or local authority;

(b) any interruption in the supply of electricity by the statutory undertaker;

the Customer shall keep all display windows and showcases of the Premises well lit during the Usual Business Hours.

25 The Customer shall not conduct its business so that cooking or any other smells can be detected outside the Premises (however minor or for however short a time) or in such a way as to cause, nuisance or inconvenience to:

(a) the occupiers of Units;

(b) the occupiers of nearby premises; or

(c) anyone outside the Premises.

26 The Customer shall take all necessary precautions against frost damage to the Service Media in, on, under or over the Premises.

27 The Customer shall take all necessary care and precautions to avoid water damage to any other parts of the Building by reason of bursting or overflowing of any pipe or water apparatus in the Premises.

28 The Customer shall maintain the highest standards of cleanliness and hygiene in all parts of the Premises used for the storage preparation display serving and consumption of food.

29 The Customer shall keep the Premises free from infection, contamination and infestation by any form of pest.

Andrew Butterworth

Executed as a deed by) .....

Bruntwood Estates Beta Portfolio Limited) Director Signature Andrew Butterworth

acting by two directors) .....

) Director Full Name

ciara keeling

) .....

) Director Signature

ciara keeling

) .....

) Director Full Name

) .....

Andrew Butterworth

Executed as a deed by) .....

Afflecks Limited) Director Signature

Andrew Butterworth

acting by two directors or by a director and its secretary) .....

) Director Full Name

ciara keeling

) .....

) Director Signature

ciara keeling

) .....

) Director Full Name

) .....

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The Appendix

Plans

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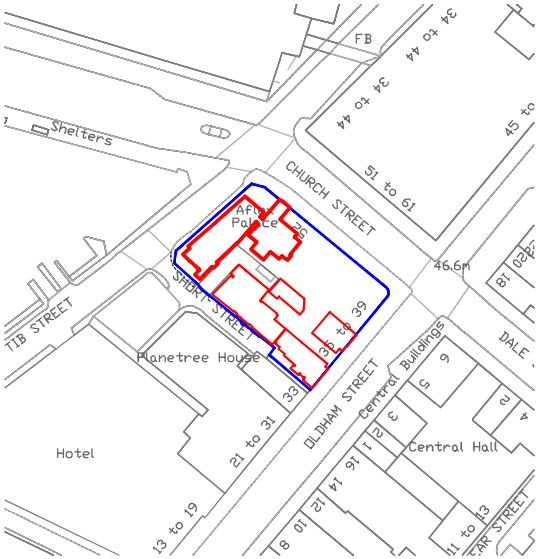
AFFLECKS

Plan A1

0 2m 4m 6m 8m 10m 20m

SCALE 1:200 IN METERS



LOCATION PLAN

0 10 20 30 40 50 100m

SCALE 1:1250 IN METRES

HATCHED AREAS DENOTE STAIRWELLS

COMMON AREA

REVISION	DATE	NOTES
A	JK	10.02.23 AREA AMENDED

NOTE: ALL CONTRACTORS MUST VISIT THE SITE AND BE RESPONSIBLE FOR TAKING AND CHECKING ALL DIMENSIONS RELATIVE TO THEIR WORK. PLEASE INFORM BRUNTWOOD DESIGN STUDIO OF ANY VARIATION BETWEEN DRAWINGS AND SITE CONDITIONS. COPYRIGHT OF THIS DRAWING IS VESTED IN BRUNTWOOD AND IT MUST NOT BE COPIED WITHOUT APPROVAL. USE FIGURED DIMENSIONS ONLY FROM THIS DRAWING, DO NOT SCALE OFF THIS DRAWING!

Status: FOR LEASE PURPOSES		
Building: AFFLECKS		
Customer: BRUNTWOOD		
Title: GROUND FLOOR LEASE PLAN		
Drawn: JK	Scale: 1:200 / 1:1250	PaperSize: A3
Floor: GF	Suite: -	Date: 09.02.23
Project Number: 205071	LP01.1	Revision: A

Union, Albert Square, Manchester, M2 6LW.
Tel: 0161 212 2222

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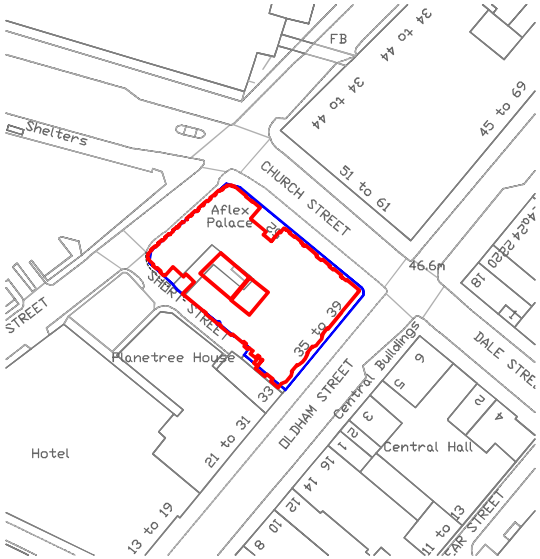
AFFLECKS

Plan A2

HATCHED AREAS DENOTE STAIRWELLS

0 2m 4m 6m 8m 10m 20m
SCALE 1:200 IN METERS



LOCATION PLAN

0 10 20 30 40 50 100m
SCALE 1:1250 IN METRES

A JK 10.02.23 AREA AMENDED

REVISION DATE NOTES

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Status: FOR LEASE PURPOSES		
Building: AFFLECKS		
Customer: BRUNTWOOD		
Title: FIRST FLOOR LEASE PLAN		
Drawn: JK	Scale: 1:200 / 1:1250	PaperSize: A3
Floor: 1F	Suite: -	Date: 09.02.23
Project Number: 205071	LP02.1	Revision: A

Union, Albert Square, Manchester, M2 5LW.
Tel: 0161 212 2222

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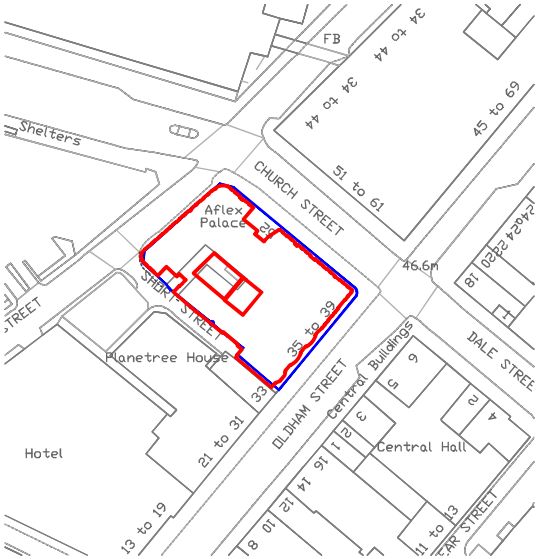
AFFLECKS

Plan A3



LOCATION PLAN

0 10 20 30 40 50 100m

SCALE 1:1250 IN METRES

HATCHED AREAS DENOTE STAIRWELLS

0 2m 4m 6m 8m 10m 20m

SCALE 1:200 IN METERS

A JK 10.02.23 AREA AMENDED

REVISION DATE NOTES

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Status: FOR LEASE PURPOSES		
Building: AFFLECKS		
Customer: BRUNTWOOD		
Title: SECOND FLOOR LEASE PLAN		
Drawn: JK	Scale: 1:200 / 1:1250	PaperSize: A3
Floor: 2F	Suite: -	Date: 09.02.23
Project Number: 205071	LP03.1	Revision: A

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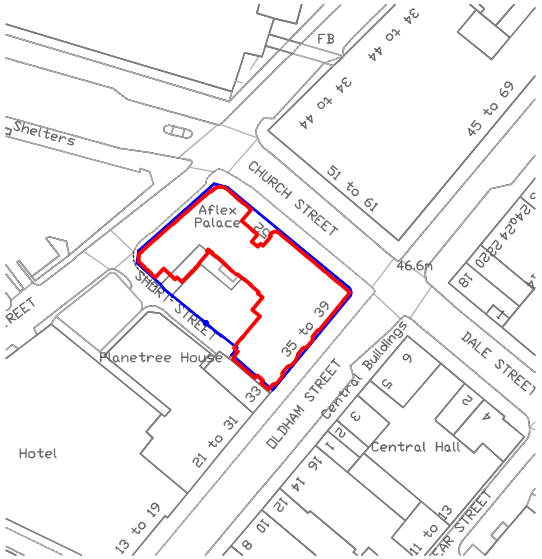
AFFLECKS

Plan A4

HATCHED AREAS DENOTE STAIRWELLS

0 2m 4m 6m 8m 10m 20m

SCALE 1:200 IN METERS



LOCATION PLAN

0 10 20 30 40 50 100m

SCALE 1:1250 IN METRES

REVISION	DATE	NOTES
A	JK	10.02.23 AREA AMENDED

NOTE: ALL CONTRACTORS MUST VISIT THE SITE AND BE RESPONSIBLE FOR TAKING AND CHECKING ALL DIMENSIONS RELATIVE TO THEIR WORK. PLEASE INFORM BRUNTWOOD DESIGN STUDIO OF ANY VARIATION BETWEEN DRAWINGS AND SITE CONDITIONS. COPYRIGHT OF THIS DRAWING IS VESTED IN BRUNTWOOD AND IT MUST NOT BE COPIED WITHOUT APPROVAL. USE FIGURED DIMENSIONS ONLY FROM THIS DRAWING, DO NOT SCALE OFF THIS DRAWING!

Status: FOR LEASE PURPOSES		
Building: AFFLECKS		
Customer: BRUNTWOOD		
Title: THIRD FLOOR LEASE PLAN		
Drawn: JK	Scale: 1:200 / 1:1250	PaperSize: A3
Floor: 3F	Suite: -	Date: 09.02.23
Project Number: 205071	LP04.1	Revision: A

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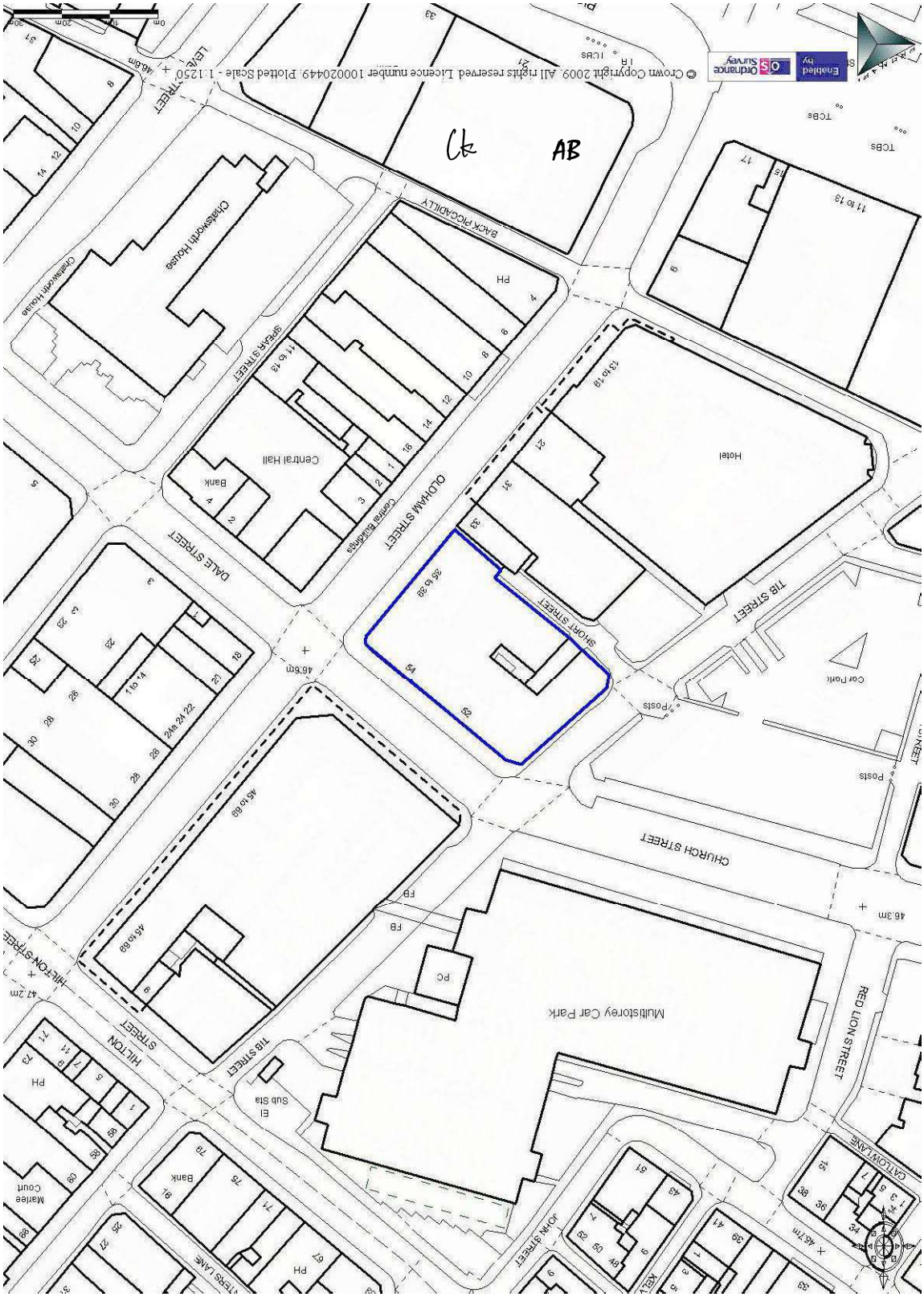
Plan B

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