

Dated 2 June **2023**

**BRUNTWOOD AV LIMITED
HOUSE OF FU MANCHESTER LIMITED**

**LEASE
relating to
Ground Floor & Basement
113-115 Portland Street
Manchester
M1 6DW**

bruntwood

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Plans

LAND REGISTRY PRESCRIBED CLAUSES

LR1 Date of Lease

2 June 2023

LR2 Title Number(s)

Landlord's Title Number:

GM898719

Other Title Numbers:

None

LR3 Parties to this Lease

Landlord

Bruntwood AV Limited (Company No. 10438462) whose registered office is at Union, Albert Square, Manchester, England M2 6LW

Tenant

House of Fu Manchester Limited (Company No. 13980951) whose registered office is at 15-19 The Headrow, Leeds, LS1 6PU

Other Parties

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

FURTHER LEASE PARTICULARS

Term : 15 years beginning on and including the Term Commencement Date

**Term
Commencement
Date** : 2 June 2023

**Customer Break
Date** : 2 June 2033

**Supplier Break
Date** : None

Annual Rent : £100,000.00 per annum exclusive of VAT

subject to the provisions for review contained in this Lease

**Annual Rent
Commencement
Date** : 2 June 2024 2024

Review Date(s) : 2 June 2028, 2 June 2033

Permitted Use : Use as a high quality restaurant and bar within Use Class E(a), E(b) and sui generis including the retail sale of alcohol for consumption on or off the premises, the preparation and sale of good but principally for consumption on the premises but also allowing for ancillary consumption off the premises and the retail sale of merchandise ancillary thereto

This Lease is made 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

Air Conditioning Apparatus means the comfort cooling plant and machinery apparatus within the Building providing air-conditioning to the Premises and installed by or on behalf of the Customer

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

Building means 113-119 (odd) Portland Street, Manchester, M1 6DW 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 provided for common use in the Building

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

Electricity Rent means (subject to clause 3.6) the reasonable and competitive amount (in the market as at the date of procurement) charged by the electricity provider to the Supplier in connection with the provision of electricity to the Premises which is to reflect the actual consumption of electricity at the Premises (the Supplier to account to the Customer in accordance with good estate management and on an open book basis in respect of the same)

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 not available at a reasonable rate or subject to conditions which in the Supplier's reasonable opinion are unacceptable

External Seating Area means the area shown edged green on Plan A2

Fascia Zone means that part of the Shop Front shown edged blue on Plan C

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

Glazing Zone means that part of the Shop Front shown edged red on Plan C

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 and reasonable proportion of the total cost to the Supplier 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 proper cost to the Supplier 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 3% 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

Licence for Alterations a licence for alterations of even date made between (1) the Supplier and (2) the Customer relating to the Customer's initial fit out works at the Premises

Licensing Covenants means the covenants within schedule 2

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 Use means the use specified in the Further Lease Particulars or such other retail trade within Use Class E(a) as the Supplier may permit by prior written consent (such consent not to be unreasonably withheld or delayed) provided that the Supplier may refuse its consent to such other use (and shall not be unreasonable in doing so) if:

- (a) the Supplier reasonably considers that such other use shall conflict with the principles of good estate management
- (b) the Supplier is under a binding obligation which prohibits the Supplier from allowing such other retail trade to be carried on upon the Premises

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

Premises means the Ground Floor, Basement and External Seating Area at the Building and shown edged red on Plan A1, edged red and green on Plan A2 and edged red on Plan B, 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 finishes 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 internal 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) the whole of the Shop Front
- (j) Supplier's fixtures from time to time within such premises but if those fixtures are Service Media then only if they fall within paragraph (k) below, together with all carpets and floor coverings provided by the Supplier (and the carpets and floor coverings replacing those so provided)
- (k) Service Media within and exclusively serving such premises and which are owned by the Supplier

but excluding:

- (l) any other Service Media

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

Reduced Rent Period means the period of 12 months starting on and including the Term Commencement Date

Rent means the Annual Rent

Schedule of Condition means the photographic schedule of condition annexed to this Lease at Appendix 2

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 cameras, security systems, access devices and closed circuit television apparatus

User Covenants means the covenants set out in schedule 1

Shop Front means the shop front shown edged red and blue on Plan C

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 Number GM898719

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 Her 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

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) (subject to clause 3.4) the Electricity Rent;
- (f) any VAT payable on any sums (a) – (e) as rent; and
- (g) any interest due under this Lease.

3 Payment of Rents

3.1 Customer's obligation to pay rents

The Customer agrees with the Supplier to pay:

- (a) from and including the Annual Rent Commencement Date the Rent and any VAT payable on that sum in four equal instalments in advance on the Quarter Days;
- (b) the Insurance Rent within 14 days from written demand;
- (c) the Service Charge Budget and any VAT payable on that sum in four equal instalments in advance on the Quarter Days or (if later) within 14 days from written demand;
- (d) the Service Charge Balance and any VAT on it within 14 days from written demand;
- (e) the Electricity Rent within 14 days from written demand; and
- (f) 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 Quarter Day which precedes the Annual Rent Commencement Date 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 provided that if the Annual Rent is suspended pursuant to clause 6 during the Reduced Rent Period the Annual Rent Commencement Date shall be postponed by the number of days equal to the number of days during the Reduced Rent Period when the Annual Rent is suspended (provided that where only a proper proportion of the Annual Rent is suspended, the number of days by which such dates are postponed shall be reduced proportionately).

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 (but the Customer shall not be obliged to pay by direct debit).

3.5 Electricity Rent

The Customer shall be entitled (at its sole cost) to install a separate electricity supply and meter to the Premises at which point the Electricity Rent will not be payable until such time as the Premises re-joins the common supply of electricity to the Building and subject always to the Customer reinstating the common supply of electricity to the Premises at the expiration or earlier determination of the Term.

3.6 Energy Costs

In the event that the price per kilowatt hour exceeds £32.52p per kwh, the Electricity Rent shall be capped at the amount calculated as if the price per kilowatt hour were £32.52per kwh and any additional amount payable in respect of the supply of electricity to the Premises shall be paid by the Supplier

3.7 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:

Open Market Rent means the annual rent at which the Premises could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

- (a) without a fine or premium;
- (b) by a Willing Supplier to a Willing Customer;
- (c) which would be payable after the expiry of such rent free or reduced rent period as would be negotiated in the open market by the Willing Supplier and the Willing Customer at the relevant Review Date;
- (d) under a lease for the unexpired residue of the Term commencing on and including the relevant Review Date;

- (e) otherwise on the same terms as this Lease except as to the amount of the Rent assuming that
- (f) the Premises are available to be let with vacant possession;
- (g) the Premises are in good and substantial repair and condition and if damaged or destroyed that they have been reinstated;
- (h) the Premises have been fully fitted out and are ready for immediate occupation and use by the Willing Customer;
- (i) the Customer has fully complied with its obligations in this Lease;
- (j) no work has been carried out on the Premises by the Customer or any undertenant or their predecessors in title or on any other part of the Building or any Adjoining Property before or during the Term which would lessen the rental value of the Premises;
- (k) if the Supplier (or the relevant member of its VAT group) has elected to waive the exemption for the purposes of VAT in respect of the Premises that the Willing Supplier has also so elected but that if the Supplier (or the relevant member of its VAT group) has not so elected the Willing Supplier has not so elected;
- (l) that this Lease permits the Premises to be used for the Permitted Use but disregarding:
- (m) any occupation of the Premises by the Customer or any authorised undertenant;
- (n) any goodwill attached to the Premises by reason of the Customer or any authorised undertenant carrying on any business at the Premises;
- (o) any improvements (including improvements which form part of the Premises at the relevant Review Date) carried out by the Customer or any authorised undertenant or their predecessors in title before or during the Term with the consent (if required) of the Supplier at the cost of the relevant Customer or authorised undertenant and not pursuant to an obligation owed by the relevant Customer or authorised undertenant to the Supplier or its predecessors in title;
- (p) any legislation which imposes a restraint upon agreeing or receiving an increase in the Rent

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

Willing Supplier means a willing landlord

Willing Customer means a willing tenant

4.2 Determination by agreement

- (a) The Rent will be reviewed at each Review Date and from each Review Date the Rent will be the higher of:
 - (i) the Rent reserved on the day immediately before the relevant Review Date; and
 - (ii) the Open Market Rent at the relevant Review Date.
- (b) The Supplier and the Customer may agree the level of the Open Market Rent at any time before the Surveyor has determined it.
- (c) The Supplier and the Customer may agree that, taking into account the Open Market Rent at the relevant Review Date, the revised Rent reserved from that Review Date will be formulated in terms which provide for different amounts to be paid with effect from different dates on or after the Review Date.
- (d) If the Supplier and the Customer have not agreed the Open Market Rent 2 months before the relevant Review Date either may require it to be determined by a Surveyor.

4.3 Determination in absence of agreement

- (a) If the Surveyor dies or gives up the appointment or fails to act in accordance with this clause 4 or it becomes apparent that the Surveyor is or will become unable to so act, the Supplier and the Customer may make a further appointment of or application for a substitute Surveyor.
- (b) The review of the Rent will be referred to arbitration with the Surveyor acting as the arbitrator.
- (c) The Surveyor's fees and expenses and any VAT payable on them shall be borne as the Surveyor awards. If either party pays the whole of the Surveyor's fees and expenses then that party may recover the proportion payable by the other under the award from the other.

4.4 Rent pending review

- (a) If the revised Rent has not been agreed or determined before the relevant Review Date then the Rent shall continue to be payable at the rate payable immediately before the relevant Review Date.
- (b) 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 Base 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.

4.5 **Legislative restrictions**

If there is any legislation in force at the relevant Review Date which restricts the Supplier's right to review the Rent in accordance with this clause or to receive any increase in the Rent following a review then the date on which the legislation is repealed or amended to allow a review of or increase in the Rent will be a further Review Date and the Supplier will be entitled to require a review of the Rent in accordance with this clause except that the revised Rent will be the highest of:

- (a) the Open Market Rent at that further Review Date;
- (b) the Rent reserved immediately before that further Review Date; and
- (c) the Rent reserved immediately before the relevant legislative restriction becomes applicable to this Lease.

4.6 **Rent review memorandum**

- (a) Following the agreement of the revised Rent after each rent review the Supplier the Customer and any guarantor shall sign a memorandum recording the revised level of the Rent and any agreement made pursuant to clause 4.2(c)
- (b) The memorandum will be prepared by the Supplier and each party will bear its own costs.

4.7 **Time not of the essence**

Time is not of the essence for the purposes of this clause 4.

5 **Other Financial Matters**

5.1 **Utilities**

In addition to the Electricity Rent (but avoiding any double counting) the Customer shall pay all reasonable and proper 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) reasonable) 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 three 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).

- (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 within 14 days of written demand.

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 of which the Supplier has not been notified; and
 - (ii) any plate glass at the Premises or at any Units against the Insured Risks for such sum as the Supplier shall be properly 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 within 14 days of written 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 within 14 days of 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 two 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 without delay upon becoming aware of any Insured Damage;
- (h) pay the Supplier within 14 days of written 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 wholly 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; and
- (j) not take out any insurance of the Premises against the Insured Risks in its own name other than 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 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;

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 which the Landlord shall use reasonable endeavours to obtain as soon as reasonably practicable; 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 and use and 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 by the date which is one month before the end of the Loss of Rent Period, the Customer may terminate this Lease by giving one month's written notice to the Supplier (**Customer's Determination Notice**).
- (b) The Customer's Determination Notice must be given:
 - (i) no earlier than one month before the end of the Loss of Rent Period; and
 - (ii) no later than three months after the end of the Loss of Rent Periodbut 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 (provided it is not in material breach of its obligations in this clause 6) 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 provided that the Landlord shall not be entitled to terminate if it is in material breach of its obligations in this clause 6.

(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 H M 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 (where beyond economic repair) replacing any equipment plant and machinery (including any air conditioning apparatus serving the Common Parts) 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 performing duties at the Building 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 to 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 10% 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 including but not limited to any costs or sums payable under any planning highways or other statutory agreements required in connection with the initial construction 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) lighting the Common Parts
- (d) heating the Building between such hours and at such times of the year as the Supplier in its reasonable discretion considers appropriate
- (e) furnishing and carpeting the Building Common Parts
- (f) 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
- (g) 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 and provided that the Customer shall not be obliged to pay for or contribute towards any of the Supplier's Expenses or Services which exclusively benefit

the upper floors of the Building and the Customer shall not be obliged to contribute towards future expenditure in respect of plant machinery lifts or equipment used or to be used only for the benefit of the upper floors.

7.2 Supplier's obligations

- (a) The Supplier shall provide the Services at all appropriate times 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 beyond the reasonable control of the Supplier:
 - (i) during the proper inspection maintenance repair or replacement or any relevant Service Media or equipment (provided that prior to and during such activities the Supplier shall have taken all reasonable steps to plan and procure suitable alternative arrangements to ensure the Services are not interrupted or subject to failure);
 - (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 (provided the Landlord has complied with its obligations in this Lease to maintain any such equipment); 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 within 14 days of written 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 (which are not necessary for the ordinary peaceful enjoyment of the Premises during the hours of lawful operation of the Premises) 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 keep the Premises in good repair decoration and condition to the reasonable satisfaction of the Supplier provided that the Customer shall not be obliged to put the Premises into any better state of repair or condition than they were at the date of this lease as evidenced by the Schedule of Condition.
- (b) The Customer shall replace the Supplier's fixtures which may be or become beyond economic 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 and ventilating apparatus (other than that which belongs to and/or has been fitted by or on behalf of the Customer);
 - (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.
- (g) The Customer must repair or (as appropriate) replace any plate glass at the Premises promptly following any damage thereto.

8.2 Redecoration

- (a) The Customer shall clean and replace and then paint grain varnish and enamel with two coats of good paint varnish and enamel all parts of the Premises usually painted varnished and enamelled every five years and in the last three months of the Term at all times in colours and materials approved by the Supplier (such approval not to be unreasonably withheld or delayed) provided that the Customer shall not be required to decorate during the last year of the Term where the Supplier is objecting to renewal of

the Lease on the grounds set out in section 30(1)(1) or (g) of the Landlord and Tenant Act 1954.

- (b) All redecoration is to be carried out to a good and workmanlike standard.

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 (but further provided that such alterations shall not affect any EPC or air-conditioning inspection report that the Supplier holds).
- (b) The Customer shall not make any alteration or addition (whether structural or non-structural) to the Shop Front nor make any internal non-structural alteration or addition whatsoever of in or to the Premises except:
 - (i) internal non-structural partitioning works or the erection or removal of the Customer's service desks which do not affect the Service Media or any fire alarms or sprinkler systems public announcement systems or smoke detectors and are first approved by the fire authority (to the extent that the same is required by the fire authority) and the insurers of the Building (to the extent that the same is requisite under the policy effected by the Supplier); or
 - (ii) in respect of those alterations which are not referred to in 8.3(b)(i):
 - (A) with the prior written consent of the Supplier (which shall not be unreasonably withheld or delayed) and, if required, the consent of the Supplier's mortgagee;
 - (B) subject to such terms and conditions (including provision for reinstatement at the Customer's cost at the end of the Term) as the Supplier may require;
 - (C) in accordance with drawings and specifications previously submitted in triplicate to and approved in writing by or on behalf of the Supplier (such approval not to be unreasonably withheld or delayed); and
 - (D) after having obtained and supplied to the Supplier copies of all requisite consents licences and permissions for the carrying out of such works from any local public or other authority or body and after the Supplier shall have notified the Customer in writing that the same are satisfactory (such notification not to be unreasonably withheld or delayed).
- (c) Unless otherwise required or agreed by the Supplier not less than 3 months before the end of the Term, the Customer shall at the end of the Term:
 - (i) remove any alterations or additions (excluding any alterations or additions made pursuant to the Licence for Alterations) made to the Premises which are not in good and substantial repair and condition at the end of the Term;
 - (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 as evidenced by the Schedule of Condition

PROVIDED ALWAYS THAT the Customer shall not be required to reinstate the Premises to a full shell specification

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 outside the Fascia Zone 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 or vinyl stickers, provided that:
 - (A) no trade placard, poster or advertisement or vinyl stickers are attached to the exterior of the Shop Front;
 - (B) all such items are within the Glazing Zone and any trade placard, poster or advertisement or vinyl stickers manifested on or obscuring the glazing shall obscure no more than 40% of the overall Glazing Zone (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) Subject to clause 8.4, the Customer shall not display any signs or notices at the Premises which can be seen from outside the Premises provided that the Customer may display its usual corporate or trade logo (subject to the position and size being previously approved by the Supplier, such approval not to be unreasonably withheld or delayed) within the Fascia Zone
- (b) 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
- (c) 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) provided that such sign does not materially interfere with the Customer's use and enjoyment of the Premises or obstruct the Customer's signage:
 - (i) during the last six months of the Term for the reletting of the Premises except where the parties are in bona fide negotiations for the renewal of this Lease and/or proceedings for the renewal of this lease have been initiated under S.25 and/or S. 26 of the Landlord and Tenant Act 1954; 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 and air-conditioning inspection report relating to the Premises held by the Customer.

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) bookmakers
 - (ii) public house or night club (PROVIDED THAT the use of the Premises for the Permitted Use will not be a breach of this covenant)
 - (iii) sex shop within the meaning of schedule 3 paragraph 4(1) of the Local Government (Miscellaneous Provisions) Act 1982
 - (iv) fast food restaurant (within this clause 9.2(a) meaning McDonalds Kentucky Fried Chicken Wimpey Burger King Wendys Subway McTuckeys Canadian Charcoal Pit Pizza Hut Abduls or other similar kebab shop Kansas Fried Chicken Perfect Pizza or any other operation of a similar nature) save where the sale of fast food is ancillary to the main use of the Premises and the area of the Premises being used for such sales cannot be independently accessed from any part of the Building and such items are intended for consumption on the Premises
 - (v) undertakers
 - (vi) pet shop
 - (vii) motor vehicle dealership or a motor accessories shop
 - (viii) tattoo or body piercing shop

- (ix) charity shop
 - (x) pawnbrokers
 - (xi) second hand clothing or goods shop
 - (xii) discount retailer or
 - (xiii) amusement arcade
 - (xiv) for sale by auction
- (b) leave the Premises unoccupied for a period of more than one 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) 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 Building or any strain on the structure of 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 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).
- (b) The Customer shall not underlet the whole of the Premises except in accordance with the remainder of this clause 10.3 and with clauses 10.3(e), 10.4, 10.5 and 10.6 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 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 open market rental value of the Premises 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 in the same terms and 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 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.

10.6 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).

10.7 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

- (a) If the Customer is a company, it shall not without the Supplier's prior written consent share occupation of the Premises (such consent not to be unreasonably withheld or delayed) and then only in accordance with the conditions clause 10.9(b)
- (b) If the Supplier grants consent in accordance with clause 10.9(a) the Customer shall be permitted to share occupation with one other company which is in the same Group as the Customer on the following conditions:
 - (i) the Customer promptly notifies the Supplier in writing of the beginning and the end of the arrangement;
 - (ii) no relationship of landlord and tenant is created by the arrangement; and
 - (iii) the other company vacates the Premises immediately if it ceases to be a member of the same Group as the Customer.

10.10 Registration of dealings and provision of information

- (a) Within one 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.
- (c) The Customer shall not apply for planning permission or make any other application under the Planning Acts nor implement any planning permission affecting 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

the right to access the Common Parts for the purposes permitted by this Lease to make deliveries to the Premises and to enter and exit the Premises on foot over the Common Parts which for the avoidance of doubt includes access for disabled staff and customers of the Customer;

(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 and (subject to compliance with the reasonable requirements of the Landlord and in accordance with a pre-agreed method statement which shall not be unreasonably withheld or delayed) to enter onto Adjoining Property in order to repair maintain or replace any Service Media installed or used by the Tenant including extraction and heating and cooling equipment installed by the Tenant;

(c) **Support**

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

(d) **Air Conditioning Apparatus**

(i) The right to install and maintain repair and replace the Air Conditioning Apparatus (the size and design previously approved by the Supplier such approval not to be unreasonably withheld or delayed) in a location previously agreed or approved by the Supplier such approval not to be unreasonably withheld or delayed provided that the Customer shall:

- (A) keep the Air Conditioning Apparatus in good and substantial repair and condition; and
- (B) remove the Air Conditioning Apparatus (making good any damage caused in such removal to the reasonable satisfaction of the Supplier) at the end of the Term, unless otherwise required by the Supplier and notified in writing to the Customer not less than 3 months prior to the end of the Term.

(ii) The right to enter onto such parts of the Building at times which are pre-arranged with the Supplier with or without workmen materials and machinery as reasonably required to access the Air Conditioning Apparatus for the purposes of complying with its obligations in clause 12.1(d)(i) above and subject to the Customer first submitting a risk assessment and method statement for approval to the Supplier.

(iii) Subject to clauses 12.1(d)(i) and 12.1(d)(ii) above the Customer shall consent to the relocation of the Air Conditioning Apparatus to an alternative location upon the roof or such other part of the Building as is notified to the Customer by the Supplier such relocation to be at the sole cost of the Supplier and subject always to the Supplier:

- (A) carrying out the works of relocation in a good and workmanlike manner; and
- (B) using all reasonable endeavours to ensure no loss of operation of the Air Conditioning Apparatus and to minimise disruption to the Customer (and in the event of any such loss of operation or disruption the Supplier shall use all reasonable endeavours to reinstate operation as soon as practicable).

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 (provided such tenants or occupiers or others shall not be permitted to take the benefit or use of the Air Conditioning Apparatus which for the avoidance of doubt is exclusive to the Customer);
- (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 9.5.

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

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 adversely affect the Customer's or other permitted occupiers' use and enjoyment of the Premises and shall not materially adversely affect access to the Premises;

(b) Service Media

- (i) the right to:
 - (A) 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;
 - (B) construct Service Media in on over or under the Premises;

- (C) connect into and use any Service Media which form part of the Premises;
 - (D) cut into any walls floors ceilings at the Premises for these purposes;
 - (E) 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) **Shower Facilities: Right of Way and Works**
- (i) the right of way on foot over the Premises for the purpose of access and egress to and from that part of the Building to be used as communal shower facilities, the route of such right of way being shown edged blue on Plan A2
 - (ii) the right with or without workmen and equipment to enter and remain upon the Premises to install a corridor (within such part of the Premises edged blue on Plan A2) and communal shower facilities and thereafter a right to enter the Premises to repair, replace and maintain the same
 - (iii) the Supplier shall when carrying out these works cause as little damage disturbance and inconvenience as possible, carrying out such works as expeditiously as possible and forthwith making good any damage caused to the Premises
 - (iv) following installation of the corridor it shall for the avoidance of doubt belong to and be treated as a Supplier's fixture and fitting
 - (v) for the purposes of this clause these rights shall be for the benefit of the Supplier and all other Customers and licensees within the Building and their invitees and visitors together with all persons authorised by the same with or without equipment and machinery
- (f) **Emergency Escape**
- The right in the case of emergency for the Supplier and all those authorised by the Supplier to escape from the Building and/or any Units over the External Seating Area
- (g) **Bike Store**
- The right for the Supplier and other customers of the Building at all times to access the bike storage facilities located in the External Seating Area

(h) 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 six 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) to bring equipment into the Premises for the purposes of complying with its covenant in this Lease;
 - (vii) in connection with any requirements of the insurers of the Premises;
 - (viii) to comply with a superior lease or mortgage;
 - (ix) 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 referred to in this clause 13 who has a right to enter the Premises with the authority of the Supplier to enter the Premises at all reasonable times during and outside the Usual Business Hours provided that reasonable prior written notice (which may be by email) has been given to the Customer of at least 24 hours save in the event of emergency when as much prior notice shall be given as shall be practicable, 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 PROVIDED THAT the Customer shall have no liability in relation to the rentcharge created by the indenture dated 24 June 1791 appearing at entry C1 of the charges register of the Supplier's Title.

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 written notice of any attempt to do this as soon as practicable;
- (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 21 days after it became due (whether formally demanded or not in the case of the Rent).
- (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 order;
 - (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 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;
 - (iii) 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);
 - (iv) it enters into any arrangement moratorium or composition (other than any referred to above) with its creditors; or
 - (v) 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; or

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 or such other address which the Supplier has notified to the Customer in writing;
 - (b) the Customer at the Premises or its registered office or its last known address; and
 - (c) a guarantor 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 one 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 written 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 as soon as practicable 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 provided that the Supplier uses reasonable endeavours to mitigate any losses in that regard.

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 one 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.

19 Option to Determine

19.1 Definitions

In this clause the following definitions apply:

Notice means written notice to determine this Lease given to the Supplier by the Customer not less than 12 months prior to the Customer Break Date, such notice to be irrevocable

19.2 Option

(a) The Supplier and the Customer hereby agree that if the Customer shall desire to determine this Lease on the Customer Break Date then provided that:

- (i) at the Customer Break Date the Customer has paid all the Rent due at the Customer Break Date;
- (ii) the Customer gives up occupation of the Premises on the Customer Break Date, ensuring that there are no continuing subleases in existence;

this Lease shall absolutely cease and determine on the Customer Break Date but without prejudice to the respective rights of any party hereto against any other party in respect of any antecedent claim or breach of covenant.

(b) Following determination of this Lease pursuant to clause 19.2, the Supplier shall within a reasonable period after the Customer Break Date reimburse to the Customer all Rent and other sums paid by the Customer under this Lease which relate to the period after the Customer Break Date.

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

Schedule 1

User Covenants

- 1 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
- 2 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
- 3 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
- 4 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
- 5 No sound (whether from loudspeakers, any musical instrument, 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
- 6 The Premises must be suitably acoustically insulated to prevent noise escaping from the Premises to either the street or to other adjoining Units
- 7 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
- 8 The Customer shall from time to time remove from the Premises all waste and inflammable material as quickly as possible
- 9 The Customer shall not exhibit or place any articles of any kind outside the Premises or transact any business except inside the Premises
- 10 The Premises are to be locked or otherwise secured when not in use
- 11 The Shop Fronts shall comply with the shop front design in the handbook circulated by the Supplier from time to time
- 12 The public entrance to the Premises must contain self closing doors
- 13 The Customer shall not without the consent of the Supplier (not to be unreasonably withheld or delayed) 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
- 14 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 reasonable satisfaction of the Supplier

15 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 laid out (to the reasonable satisfaction of the Supplier (acting reasonably))

16 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 Adjoining Property; or
- (c) anyone outside the Premises.

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

18 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

19 The Customer shall maintain high standards of cleanliness and hygiene in all parts of the Premises used for the storage preparation display serving and consumption of food such that the Customer's hygiene rating is not less than 3 stars

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

Schedule 2

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 (not to be unreasonably withheld or delayed)
- 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.
- 10 Notwithstanding any other provision of this Lease for such time as the Lease remains vested in and the Premises are occupied by House of Fu Manchester Limited (Company No. 13980951) the Customer shall be entitled to make applications in respect of the Premises Licence without obtaining the consent or approval of the Supplier, subject to any such application not contravening and/or being inconsistent with the Licensing Covenants and/or any of the terms of this Lease and provided that the Customer has not received any licensing complaints as set out at paragraph 2 of this schedule.

Executed as a deed by
Bruntwood AV Limited
acting by two directors

)
.....442E9EB0C717427...
)
Director
)
.....
.....090FB84305DE4A0...
)
Director

DocuSigned by:
Andrew Butterworth

DocuSigned by:
ciara keeling

Executed as a deed by
House of Fu Manchester Limited
acting by a director in the presence of

)
.....
)
Director

.....
Signature of witness

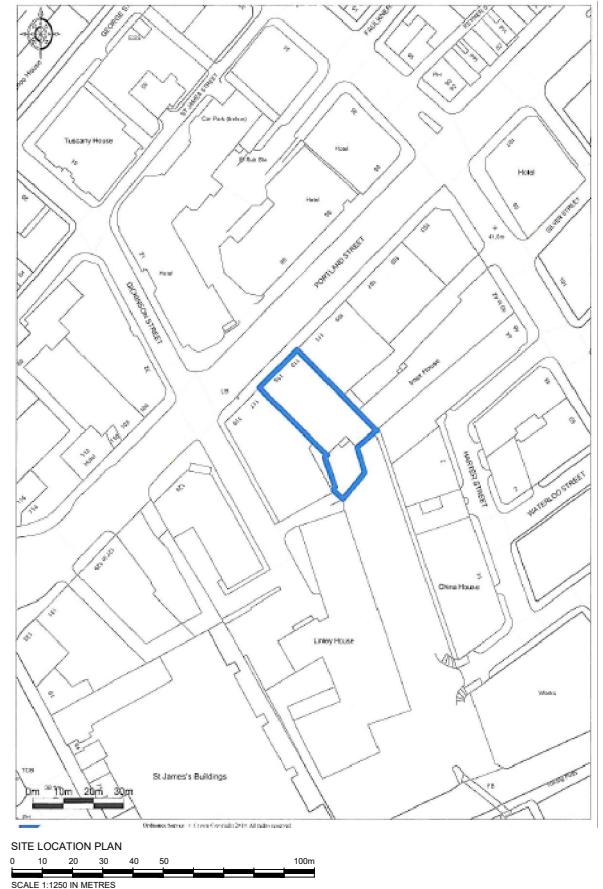
Name

Address

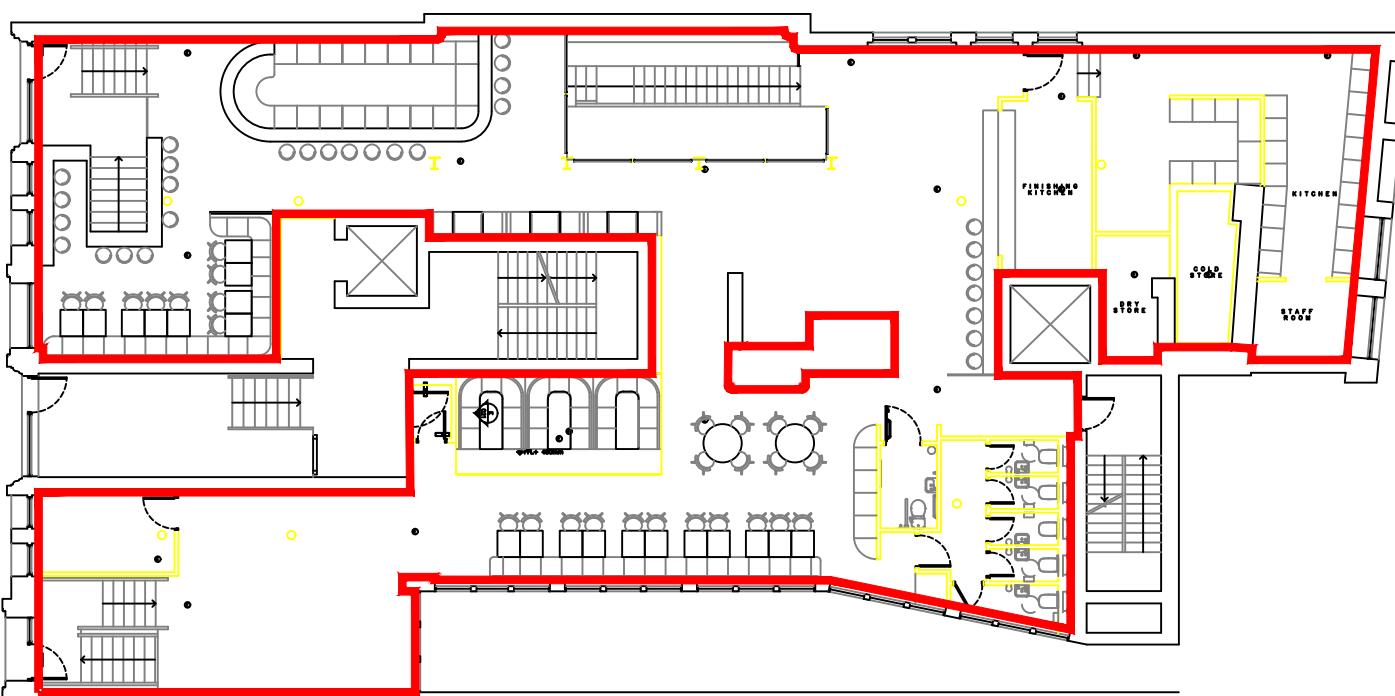
.....
I confirm that I was physically present when signed this deed.

Appendix 1

Plans

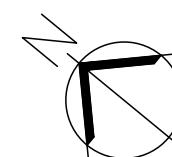
DS
CkDS
AB

PORTLAND STREET



115-115 PORTLAND STREET GROUND FLOOR

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

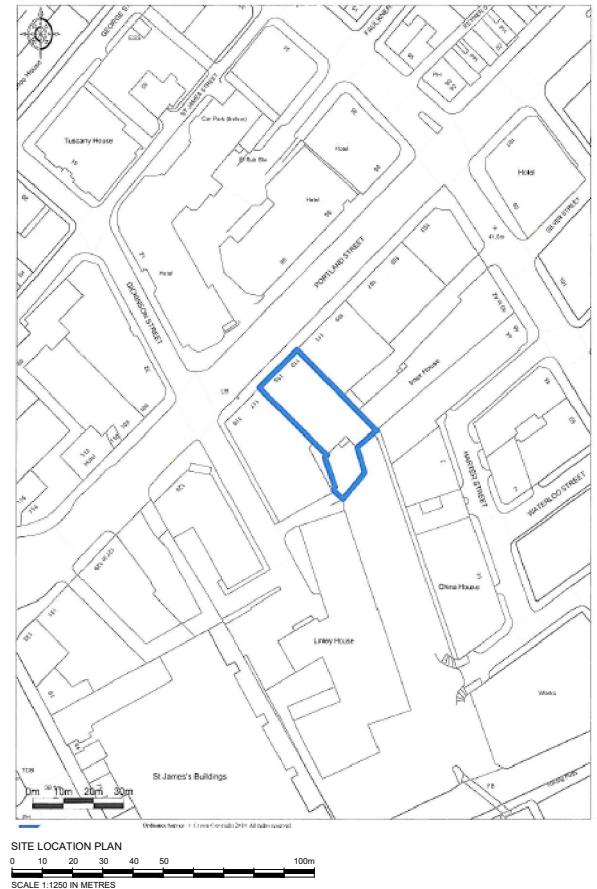


DICKINSON STREET

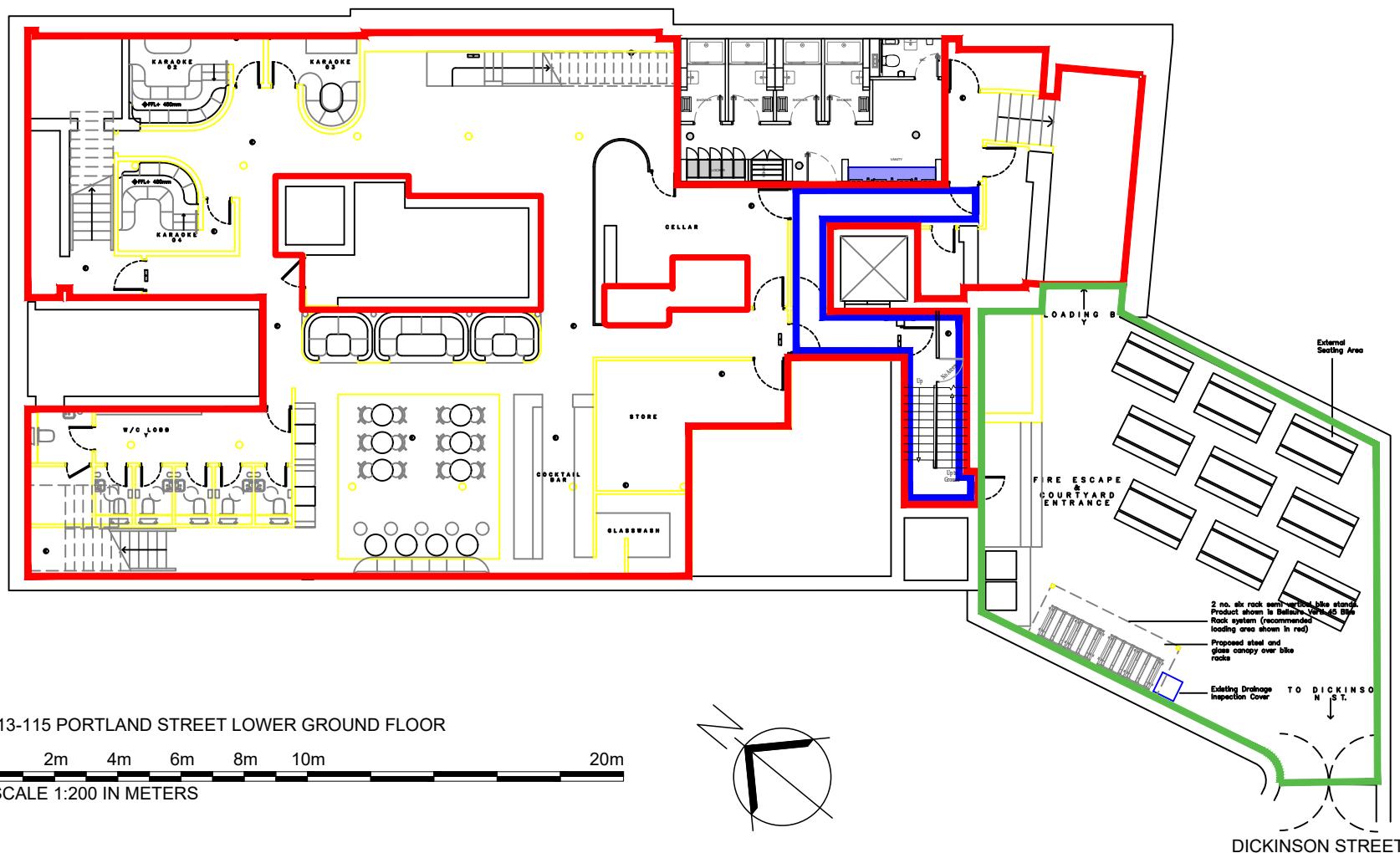
A JK 22.09.22 FLOOR PLAN UPDATED AND BOUNDARY LINE AMENDED
REVISION DATE NOTES
NOTE: ALL CONTRACTORS MUST VISIT THE SITE AND BE RESPONSIBLE FOR TAKING AND CHECKING ALL DIMENSIONS OF THE SITE AND DRAWINGS. PLEASE REFER TO THE DRAWING STUDY FOR VARIATION BETWEEN DRAWINGS AND SITE CONDITIONS. COPYRIGHT 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:	LEASEPLAN	
Building:	113-115 PORTLAND STREET	
Customer:	BRUNTWOOD	
Title:	LEASE PLAN HOUSE OF FU GROUND FLOOR	
Drawn:	Scale: CAM 1:100	PaperSize: A3
Floor:	Suite: GF ----	Date: 29.04.22
Drawing Number:	SK01.1	Revision: A
Union, Albert Square, Manchester, M2 6LW. Tel: 0161 212 2222		

bruntwood
Works

DS
LkDS
AB

PORTLAND STREET



B JK 22.09.22 FLOOR PLAN UPDATED AND BOUNDARY LINE AMENDED
A LK 17.08.22 BOUNDARY LINE AMENDED TO INCLUDE STAIRWELL & CORRIDOR
REVISION DATE NOTES
NOTE: ALL CONTRACTORS MUST VISIT THE SITE AND BE RESPONSIBLE FOR TAKING AND CHECKING ALL DIMENSIONS ON SITE. IF IN DOUBT PLEASE CONTACT THE DRAWING OWNER.
STUDY THE 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!

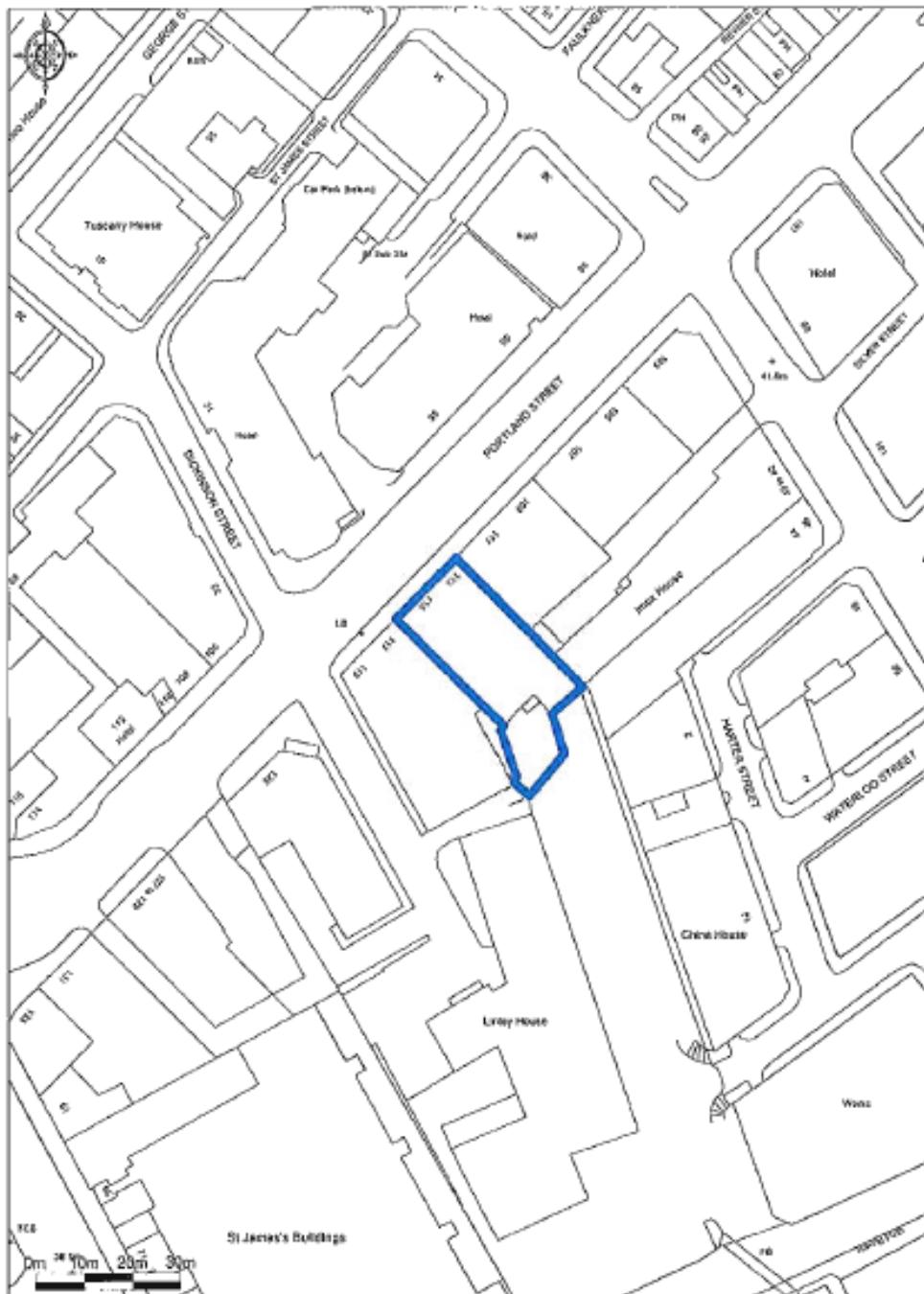
Status:	LEASEPLAN	
Building:	113-115 PORTLAND STREET	
Customer:	BRUNTWOOD	
Title:	LEASE PLAN HOUSE OF FU LOWER GROUND FLOOR	
Drawn:	Scale:	PaperSize:
CAM	1:100	A3
Floor:	Suite:	Date:
LGF	----	29.04.22
Drawing Number:	SK02.1	Revision:
147721		B
Union, Albert Square, Manchester, M2 6LW. Tel: 0161 212 2222		

bruntwood
Works

DS
CkDS
AB

113-115 Portland Street

PLAN B



Promap

DS

AB

PLAN C

**WORKS TO FAÇADE**

SHADING AREA OF FAÇADE INTEGRATED ON ADJACENT ELEVATION DRAWING 5, TO BE RECONFIGURED TO PROVIDE NEW ENERGY FONTS AND SPACES BEYOND.

THE WORKS ARE TO INCLUDE THE FOLLOWING: ..

WE CAREFULLY REMOVE AND REPLACE OR ENSURE THERE IS NO FAÇADE, GLAZING OR OPENING VITRINES, & NO MULIT FRAMELESS GLAZING SYSTEM AND DOOR OPENINGS.

WINDOWS: THE EXISTING STONE SURROUND S TO BE REPAVED WHERE EXISTING WINDOW FRAMES HAVE BECOME EXPOSED. THE REPAIRS WILL GENERALLY INVOLVE THE FLANGING OF PLUG AND SPHERE BOLTS AND ARE TO BE CARRIED OUT WITH A SPECIALIST GROUTING REPAIR COLOUR WHICH MATCHES COLOUR AND TEXTURE MATCHED TO THE SURROUNDING STONE AND WITH SIMILAR VAPOR PERMEABILITY PROPERTIES.

THE REMOVED WORKSHOPS TO B1 & B2 ARE TO BE PROVIDED WITH NEW MAMMA FRAME CLAMP SYSTEM WITH DOOR BACKLES, COMPACTED STONE SURROUND V CHANNEL STONE APPROXIMATELY 7mm THICK, DOUBLE GLAZING, GASKETS, THERMIC DOORS AND WINDOW ELEMENTS, BROKEN STAINLESS STEEL BOLTS FITTED FOR DOORS AND HINGES TO DOORS.

THE WINDOW FRAME CHANNEL IS TO BE POLISHED AND SMOOTHED WITH THE STONE VITRINE SURROUND WITH STONE, THE STEEL DOOR SWINGS TO A SIMPLY DESIGN AS THE EXISTING THERMIC WINDOWS. THE CHAMPS IS TO BE SCADED WITH A SIMPLE GRANITE PRODUCT THAT IS RECOMMENDED FOR USE AGAINST NATURAL STONE.

THE EXISTING STONE DOOR TO THE BASE OF WINDOWS B1 & B2 ARE TO BE CAREFULLY REMOVED TO ENABLE A LEVEL THRESHOLD TO BE PROVIDED FOR THE NEW DOOR OPENING. THE WORK TO REMOVE THE STONE IS TO BE CAREFULLY OUT TO PREVENT DAMAGE ALTHOUGH THE NEW DOOR SECTION BARS BOUNDARY ODDS APPEAR TO BE A NEW ADDITION.

A NEW LEAF THRESHOLD S TO BE PROVIDED WITH A NARROW STONE CLEA PIECE TO MATCH THE EXISTING STONE. THE FIN DETAILS OF WHICH ARE TO BE ACCORDING TO FOLLOWING THE REMOVAL OF THE EXISTING DOOR. ANY REPAIRS REQUIRED TO THE STONE VITRINE SURROUND FOLLOWING REMOVAL OF THE DOOR ARE TO BE CARBED OUT AS FOR THE WINDOW SURROUND ABOVE.

CAST IRON HUNG BELL MILLIA THE EXISTING DOORS ARE TO SWING OUT TO THE LEFT. THE EXISTING DOORS ARE TO BE CAREFULLY REMOVED AND RELOCATED TO THE NEW POSITION. THE EXISTING DOORS ARE TO BE RE-USSED. IF THE BELL MILLIA REQUIRES ADAPTION TO FIT NEW DOOR OPENINGS ALL WORKS ARE TO BE CARRIED OUT SWINGING DOORS AND IN ACCORDANCE WITH DETAILS AGREED WITH THE CONSERVATION OFFICER.

ACCESSIBILITY: THE NEW EXISTING DOOR OPENINGS ARE TO PROVIDE A MINIMUM 100mm CLEAR OPENING AND ARE TO HAVE A LEVEL THRESHOLD PROFILE.

THE EXISTING DOORS ARE TO BE PROVIDED TO THE FRAMELESS GLAZING SYSTEMS TO PROVIDE VISIBLE CLARITY TO THE GLASS SURFACES.

GENERAL: ALL WORKS AND DETAILS ARE TO BE AGREE WITH APPROVALS OF THE LOCAL AUTHORITY CONSERVATION OFFICER PRIOR TO COMMENCEMENT.

ALL WORKS DESCRIBED ON HE ARE TO CREATE A SENSE OF SENSIBLE AND ENHANCED RESTORATION OF THE EXISTING BUILDING BACK TO ITS ORIGINAL FORM IN THE FUTURE.

status**PLANNING**

KEY

	GLAZING ZONE
	SIGNAGE ZONE



Architects
Consulting Engineers
Quantity Surveyors
em@brundshawgass.co.uk

19 Shoreditch Street
B100 BL1 PR
T: 0203 525291
F: 0203 5254944

client

BRUNTWOOD

drawing

113-115 POTLAND STREET

PROPOSED ELEVATIONS

ALTERATIONS TO EXTERNI

FAÇADE AND ACCESS

drawing no

scale 1:200 & 1:100

revision B

drawn D/H	date
approved	date
scale 1:200 & 1:100	A3
drawing no	
revision B	

Appendix 2

Schedule of Condition

Schedule of Condition

House of Fu
113 Portland Street
Manchester M2 4AB

Mike Dawson
12.05.2023



Sixteen.

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Prepared by: Michael Dawson BSc (Hons)
Building Surveyor, Sixteen Real Estate

Telephone: 07387025644
Email: mike@sixteenrealestate.com

Date of Inspection: 05 May 2023

Date of Issue: 12 May 2023

Ref: 2019-290

This document has been prepared and checked by Sixteen Real Estate

Signed: *Sixteen Real Estate (Building Consultancy) Ltd*

.....

For and on behalf of Sixteen Real Estate (Building Consultancy) Ltd

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Attestation Page

This document has been prepared as an accurate record of the condition of the property as at the date of inspection.

Name:

Signed:

Date:

For and on behalf of the Landlord
Bruntwood

Name:

Signed:

Date:

For and on behalf of the Tenant
House of Fu

This Schedule of Condition comprises 10 No. pages of text at Section 5.0 and 456 No. Photographs at Section 6.0. Once signed by both parties, one copy should be retained by each party.

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

1.0 Introduction

- 1.1 The inspection of the premises was carried out on 05 May 2023 by Mike Dawson BSc (Hons) on behalf of Sixteen Real Estate Limited. We were instructed to prepare a Schedule of Condition of the ground and basement demise of 113 Portland Street, Manchester, M.

2.0 Generally

- 2.1 Weather conditions at the time of the inspection were overcast and mild.
- 2.2 Our inspection was based on a visual examination only of the internal areas of the property only. The property was vacant at the time of our survey.
- 2.3 The inspection was limited as follows:

- This Schedule records the condition of the property at the time of the inspection but does not state the cause of defects or prescribe remedies as this is beyond the scope of a Schedule of Condition.
- Covered, unexposed or inaccessible parts of the building structure have not been inspected and are therefore not included within the Schedule.
- We have not carried out sampling or testing to establish the level or presence of radon gas within the building or established whether or not there are any contaminants or hazardous materials (such as asbestos) present within the building, soil or sub-strata. We have not undertaken any concrete tests and thus are unable to confirm the presence of high alumina cement, calcium chloride, carbonation of concrete or insufficient depth of concrete cover to reinforcement.
- No specialist inspections of the plumbing, heating, drainage or electrical installations have been arranged and we are therefore unable to confirm they are free from defect and in working order.
- The electrical power was live at the time of our inspection.
- All dimensions referenced in this Schedule are approximate and should be taken as a guide only.

3.0 Orientation

- 3.1 We have assumed the notation that the front elevation of the property facing onto Portland Street is facing Northwest. Any directions given assume a viewpoint from facing the premises form the opposite footpath looking Southeast with 'left', 'right', 'front' and 'rear' referred to accordingly.

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

- 3.2 The terms 'left' and 'right' are used to describe the two sides of any specific element as viewed by an observer facing the element.

4.0 Glossary of Terms

- 4.1 The description and expressive terms used in the Schedule which describe the state of the condition of the property are for the purpose of this Schedule defined as follows:

Expression	Description
Good	In new or nearly new condition with no soiling, wear or other visible defects.
Fair/Satisfactory	Subject to several years wear, slight signs of wear or soiling but still serviceable and are functioning adequately.
Poor	Subject to hard or long-term wear with repair and/or renovation necessary. Some loss of performance or function likely.
Very Poor	End of life, replacement now necessary. Failed or close to failure.

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

5.0 The Schedule

Item	Element	Description	Condition	Photo No.
1.0	External Areas			
	Front elevation			
1.1	Facade	Red brick façade	Satisfactory condition.	1 - 4
		Feature buff coloured sandstone dressings to window and door openings.	Fair condition, it is noted that sections of the dressings were slightly weather eroded.	3 – 4, 9 - 18
1.2	Fenestration	Fully glazed double entrance doors to either side of the demise elevation at street level. Glazed fixed light above.	Fair condition. It is noted that the left-hand entrance door could not be operated at the time of survey, door would not unlock and open.	5 - 8
		Painted timber sliding sash windows	Satisfactory condition.	3, 9 - 12
1.3	Security	Cast iron railings to street level windows.	Fair condition.	9 - 12
	Rear Elevation			
1.4	Façade	Brickwork facade	Fair condition, various brick infills noted.	26 - 29
			Defective low-level mortar pointing to the left of rear fire escape door.	44
			Redundant historic tank house noted to the rear,	47, 48, 52

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Item	Element	Description	Condition	Photo No.
			vegetation growth noted to brick elevation and poor paint finish to metal doors. Small glazed door is broken.	
1.5	Fenestration	Timber sliding sash windows	Fair condition overall albeit poor decoration to all.	26
		Timber final exit door	Fair condition, it is noted that the timber frame stiles are showing signs of decay at low level.	42, 43
		Metal roller shutter door.	Poor condition, paint finish deteriorating and not operational.	56
	Right hand elevation			
1.6	Facade	Exposed metal frame columns with timber curtain glazed walling and timber infill panels	No real vantage point to view elevation, from what could be seen, fair condition with deteriorating paint finishes to timber frame.	65
1.7	Parapet wall (viewed from upper ground floor windows)	Brick parapet with concrete capping, felt cloak flashing detail to 50%. Lead flashings leading into lead box gutter.	Poor condition, felt is defective, exposed mortar pointing is in fair condition.	203 - 205
1.8	Lightwell	Steel framed skylight with single glazed infills	Fair condition	-

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Item	Element	Description	Condition	Photo No.
	Rear Yard			
1.9	Hardstanding	Cobble paved yard	Fair condition albeit vegetation growth between cobbles noted.	30, 32, 33, 39, 40,
		Concrete strips to perimeter of yard	Fair condition	34, 35, 36, 37
		Concrete steps to ground floor fire escape door.	Fair condition, spalling risers noted to all three steps.	49 - 51
1.10	Boundary treatment	Brick wall of solid construction, concrete copings	Fair condition.	31, 34 – 38
		Automated powder coated steel single leaf gate.	Poor condition, widespread surface corrosion noted. Operational at time of survey.	19, 69 - 73
1.11	M&E equipment	Air conditioning outdoor units (4nr)	Units look to serve neighbouring demise, satisfactory condition visually	41
2.0	Internal			
	Main ground floor areas			
2.1	ceiling	Exposed timber joists and underside of timber floorboards	Fair condition.	83, 84, 88, 91, 95, 96, 98, 113, 166, 201, 216, 233

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Item	Element	Description	Condition	Photo No.
		Glazed light wells with steel frames	Fair condition, soiled throughout and 1nr noted cracked glazing to the left-hand light well.	135, 136, 141 – 143, 151, 152, 153
2.2	Lighting	LED spotlights affixed to containment track	Satisfactory condition.	95, 96, 113, 125
		Wall mounted spotlights	Satisfactory condition	157, 211, 212
2.3	Walls	Mixture of wall finishes		
		Exposed brickwork	Fair condition, it is noted that isolated areas appear to be affected by salt damp	77, 107, 156, 174, 181 - 183
		Painted plaster finish to brickwork	Fair condition	125, 126, 127, 157 - 160
		Painted plasterboard feature partitions	Fair condition	117, 118, 208, 211, 212, 219, 220
		Wall papered partitions with half height timber cladding.	albeit areas of loose panelling	185 – 190, 197 – 199,
		Steel structural columns	Satisfactory condition	130, 189, 221, 233, 234
2.4	Floor coverings	Exposed timber floorboards	Fair condition, instances of wear and tear throughout to varnished finish.	93, 94, 101, 128, 161, 165, 168, 169, 175,

Schedule of Condition
House of Fu, 113 Portland Street, Manchester

12 May 2023

Sixteen.

Item	Element	Description	Condition	Photo No.
			Isolated areas affected by direct sunlight with excessive gaps appearing.	176, 202, 207, 218,
		Sheet vinyl floor covering	Poor condition to rear stairs, vinyl to risers defective.	179, 180
		Black barrier entrance matt	Fair condition though heavily soiled.	81, 82
		Ceramic tiles to bar	Poor condition, a number of cracked or displaced tiles noted.	115, 121, 122, 134,
		Tile finish to front stair treads	Satisfactory condition.	81, 82
2.5	Doors	Oak veneered solid doors with stainless steel ironmongery	Fair condition, heavily soiled with marks and scuffs evident.	215, 248, 275
2.6	Staircases	Steel staircases to each entrance of the front elevation with steel handrails and glazed infill panels.	Satisfactory condition, minor marks and scuffs to the paint finish.	82, 85, 224, 225, 227
	Bar area			
2.7	Bar	Timber bar construction with polished stone countertop. Rear shelving constructed of timber. Service connections capped beneath bar.	Fair condition, likely to be removed as part of tenant fit out.	115, 119, 120, 121, 133, 137, 138, 139, 140

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Item	Element	Description	Condition	Photo No.
2.8	Floor coverings	Sheet vinyl	Fair condition	137, 138, 140
	WC Accommodations	Typical for all male/female and DDA		
2.9	Ceilings	Painted plasterboard finish	Fair condition	241, 244, 253, 261, 265, 271
2.10	Light fittings	Circular LED recessed downlighters	Fair condition	241, 265, 268, 271
2.11	Walls	Painted plasterboard walls	Fair condition	242, 247, 248, 272
		Ceramic feature wall tiles	Fair condition	249
		HPL IPS and cubicles	Fair condition	245, 250, 274
2.12	Floor coverings	Square vinyl tiles throughout	Fair condition albeit soiled.	243, 246, 252, 263, 267, 273
2.13	Sanitaryware	White porcelain sinks, urinals and toilet bowls	Fair condition.	245, 249, 251, 262, 264, 270, 274
	Kitchen			
2.14	Ceiling	Painted plaster finish	Satisfactory condition	280, 281,
2.15	Light fittings	LED ceiling mounted strip lighting	Fair condition, 2nr diffusers missing.	280.
2.16	Walls	Hygienic wall cladding	Satisfactory condition	279, 281, 284, 291
2.17	Floor covering	Sheet vinyl floor covering	Fair condition.	282, 292

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Item	Element	Description	Condition	Photo No.
2.18	Equipment	Cooker hood	Poor condition	278, 287, 288 – 291, 296 - 298
	Basement main area			
2.19	ceiling	Exposed timber joists and underside of timber floorboards	Satisfactory condition	313, 319, 322, 346, 361, 369, 370
		Glazed light well with steel frame	Fair condition, soiled throughout	367, 368,
2.20	Lighting	String festoon lighting to two areas	Fair condition.	322
		Wall mounted LED spotlights		306, 376, 382
2.21	Walls	Mixture of wall finishes		
		Exposed brickwork	Poor condition, widespread salt damp affected walls noted. Most notably below right-hand light well.	352, 359, 360, 364, 365,
		Painted plaster finish to brickwork	Fair condition instances of salt damp noted	377, 378, 379, 382
		Painted plasterboard feature partitions	Fair condition	371, 372,
		Wall papered partitions with half height timber cladding.	Fair condition albeit areas of loose panelling	383 – 386,

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Item	Element	Description	Condition	Photo No.
		Steel structural columns	Satisfactory condition	235, 304, 311, 356, 374
2.22	Floor coverings	Exposed timber floorboards	Fair condition, instances of wear and tear throughout to varnished finish. Isolated areas affected by direct sunlight with excessive gaps appearing.	324, 338, 348, 355, 362, 363, 373, 374, 375, 381
			Evidence of water damage to timber flooring around all manhole lids.	387, 395, 396
2.23	Doors	Oak veneered solid doors with stainless steel ironmongery	Fair condition, heavily soiled with marks and scuffs evident.	394, 423, 425, 426, 427
		Painted paint grade fire doors	Fair condition	349
	Bar area			
2.24	Bar	Timber bar construction with sheet metal countertop. Rear shelving constructed of timber. Service connections capped beneath bar.	Fair condition, likely to be removed as part of tenant fit out.	317, 318, 320, 328
2.25	Floor coverings	Sheet vinyl	Fair condition	328
	WC Accommodations	Typical for all male/female		
2.26	Ceilings	Painted plasterboard finish	Fair condition	400

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Item	Element	Description	Condition	Photo No.
2.27	Light fittings	Circular LED recessed downlighters	Fair condition	398, 400
2.28	Walls	Painted plasterboard walls	Fair condition though marked and scuffed throughout	391, 398
		Feature ceramic wall tiles	Fair condition	401, 402,
		HPL IPS and cubicles	Fair condition	390, 394, 403
2.29	Floor coverings	Square vinyl tiles throughout	Poor condition	389, 392, 399, 402
2.30	Sanitaryware	White porcelain sinks, urinals and toilet bowls	Fair condition	390, 391, 392, 403
	Staircase			
2.31	staircase	Welded metal construction with metal handrail and glazed infill	Satisfactory condition	299, 300
	Back of House areas			
2.32	ceilings	Painted plaster	Fair condition	408, 411,
2.33	Light fittings	Circular LED downlighters	Satisfactory condition	
		Circular LED surface mounted light fittings	Satisfactory condition	429,
2.34	Walls	Painted plaster finish	Fair condition	404, 406, 431, 434, 437, 440

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Item	Element	Description	Condition	Photo No.
2.35	Floor coverings	Exposed wooden flooring	Fair condition, heavily worn and soiled	405,
		Painted chipboard flooring	Fair condition	433, 438
2.36	Staff Kitchenette	Laminated worktop, chipboard floor units, stainless steel sink.	Poor condition	409, 410, 412,
2.37	Rear staircase	Timber construction with plywood treads and risers	Poor condition	443, 444, 445
	Garage/bin store area			
2.38	Ceiling	Exposed timber joists	Satisfactory condition	451
2.39	Light fittings	Circular LED surface mounted fitting	Satisfactory condition	451
2.40	Walls	Painted plaster finish	Fair condition, heavily marked and scuffed	452
2.41	Floor covering	Exposed concrete slab	Satisfactory condition	453
	Staff DDA WC			
2.42	Ceilings	Painted plasterboard finish	Satisfactory condition	435
2.43	Light fittings	Circular LED surface mounted fitting	Satisfactory condition	435
2.44	Walls	Painted plasterboard walls	Fair condition though marked and scuffed throughout	435, 436
2.45	Floor coverings	Painted chipboard flooring	Poor condition	436

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Item	Element	Description	Condition	Photo No.
2.46	Sanitaryware	White porcelain sink and toilet bowl	Fair condition	436

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6.0 Photographic Schedule

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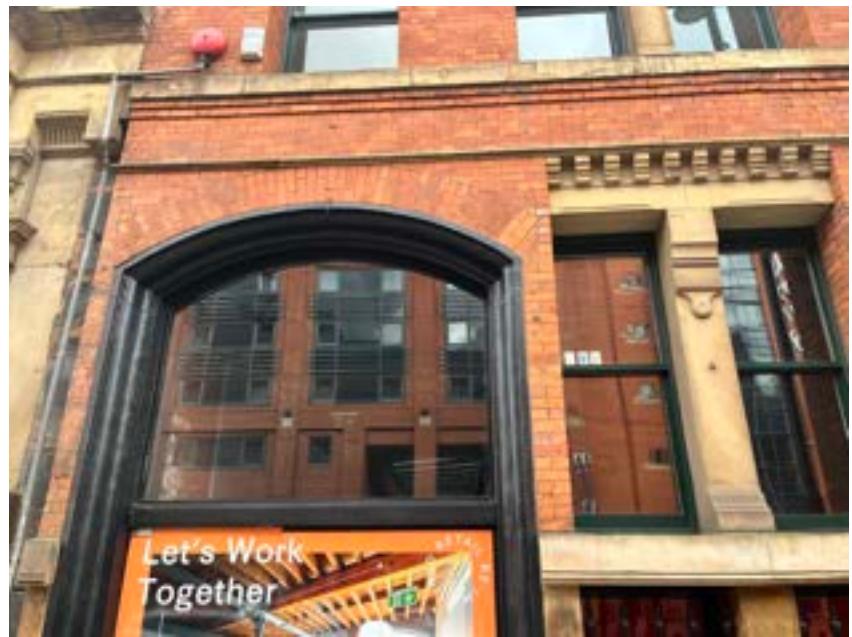
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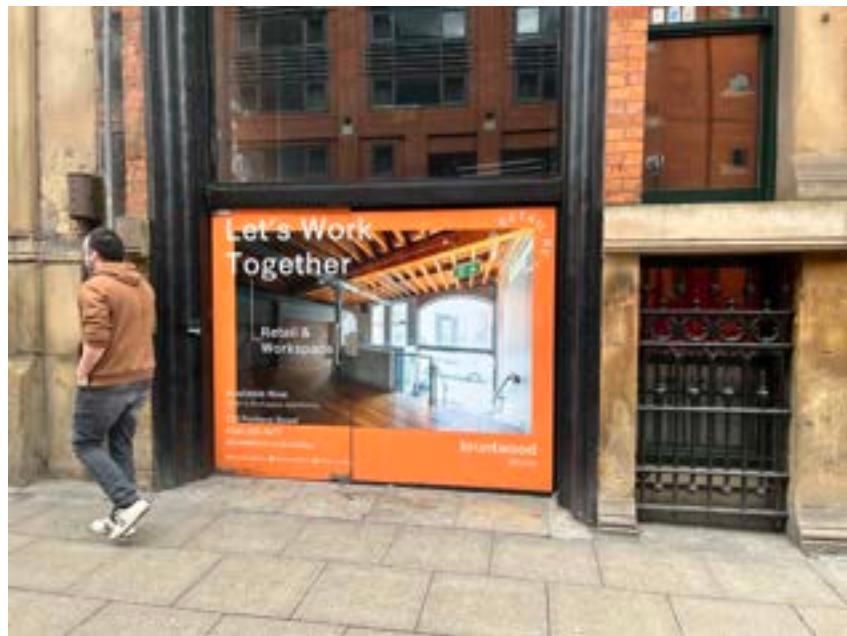


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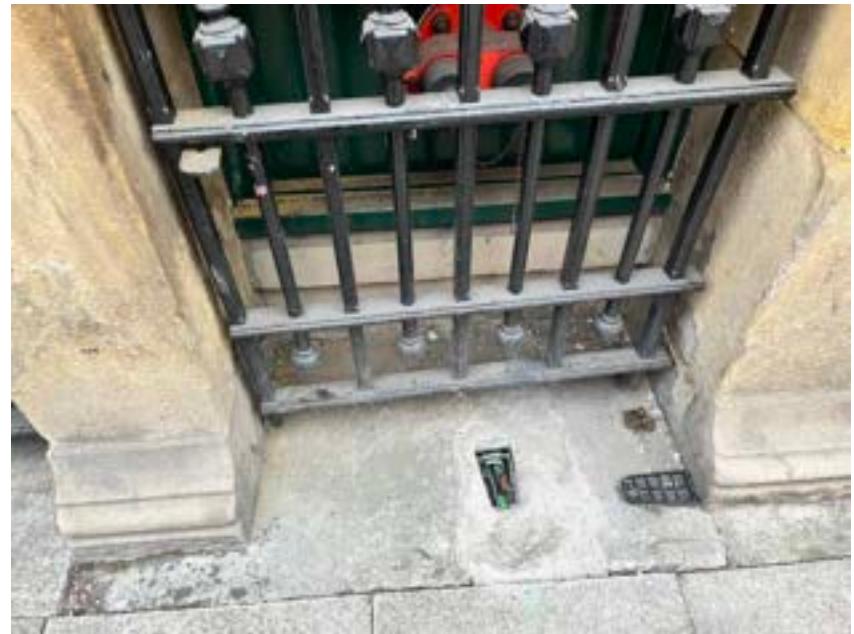
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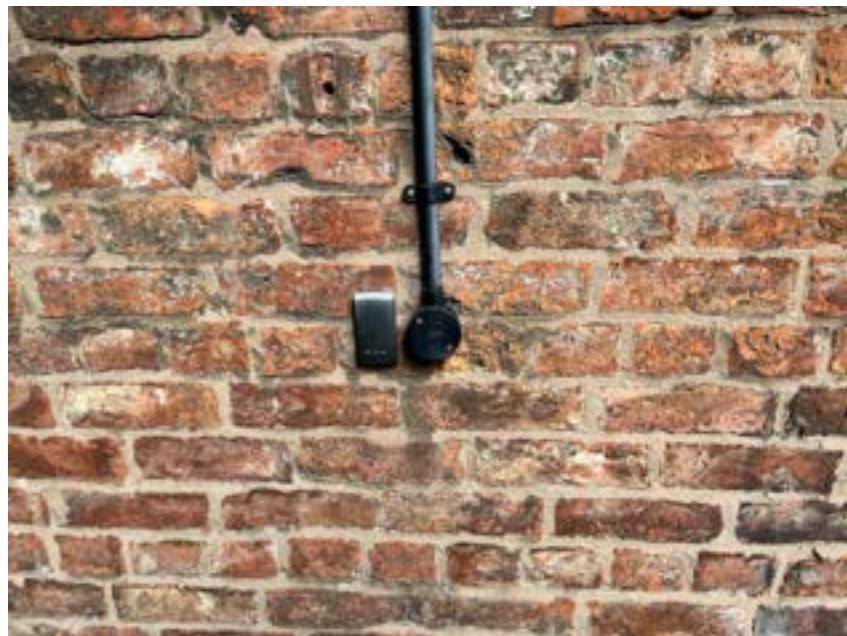


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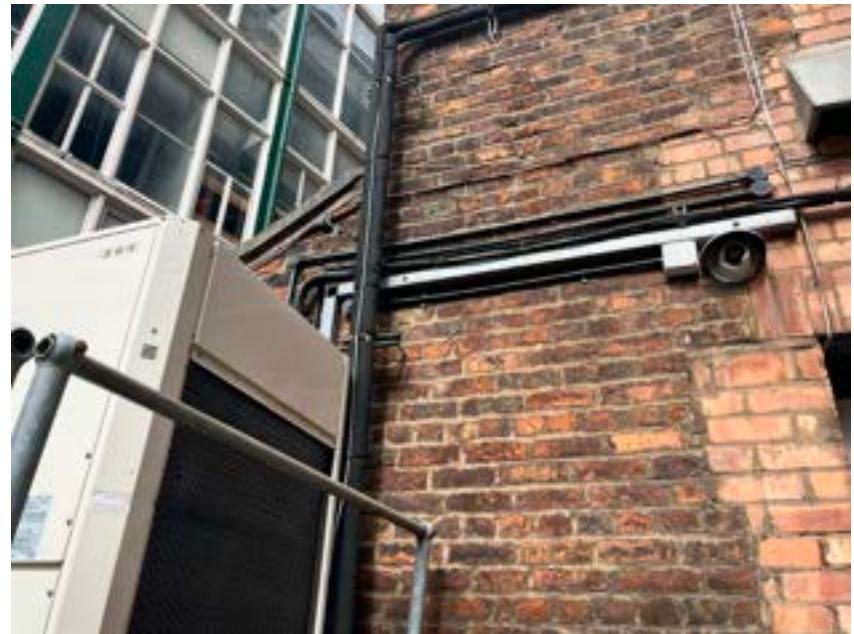
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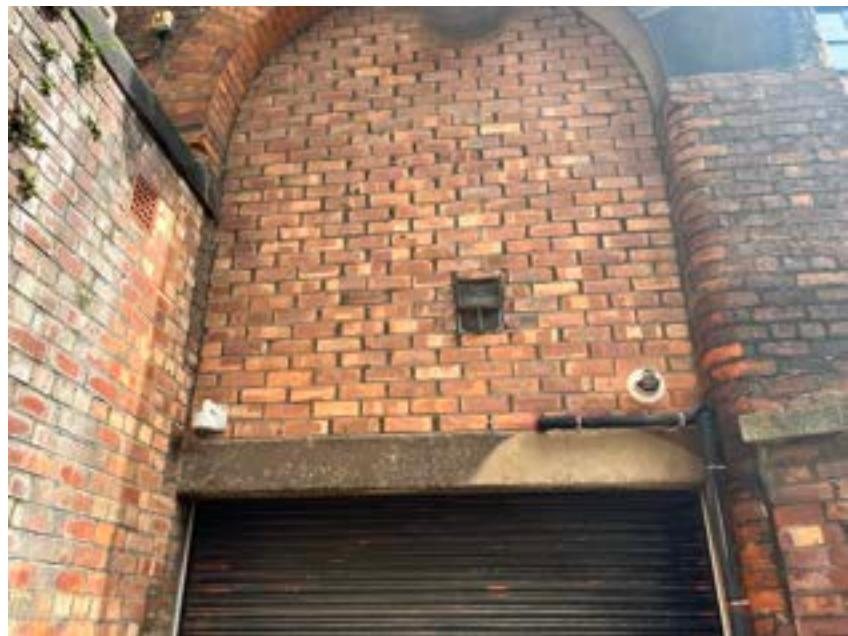


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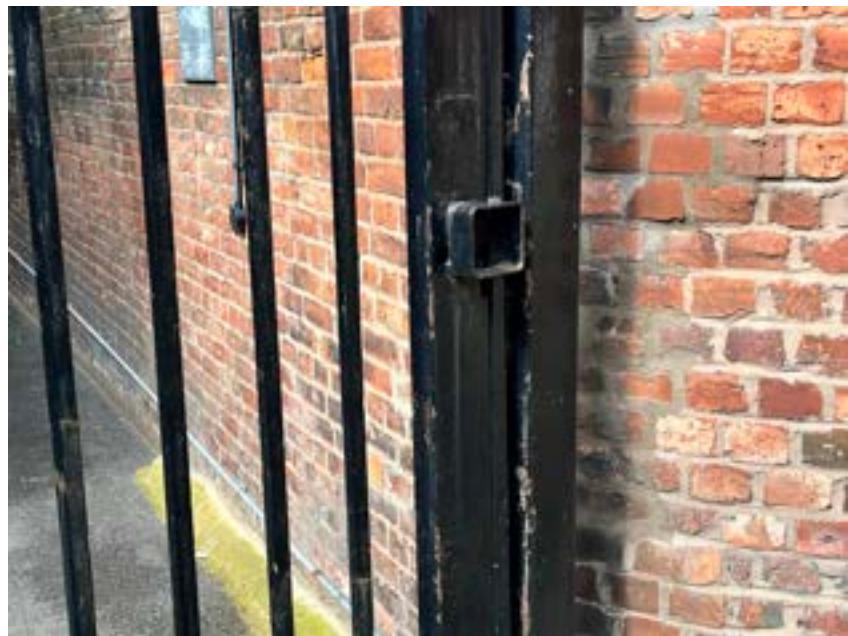


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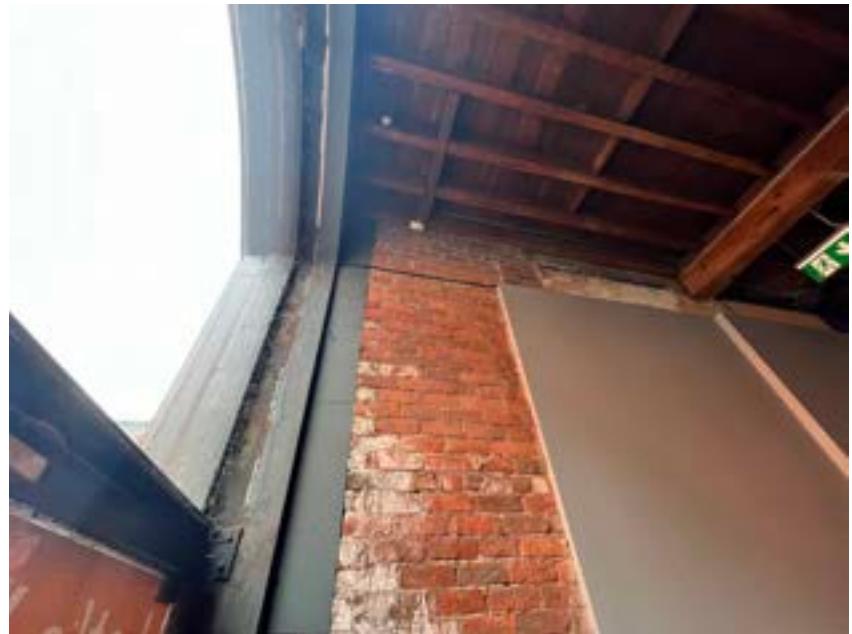
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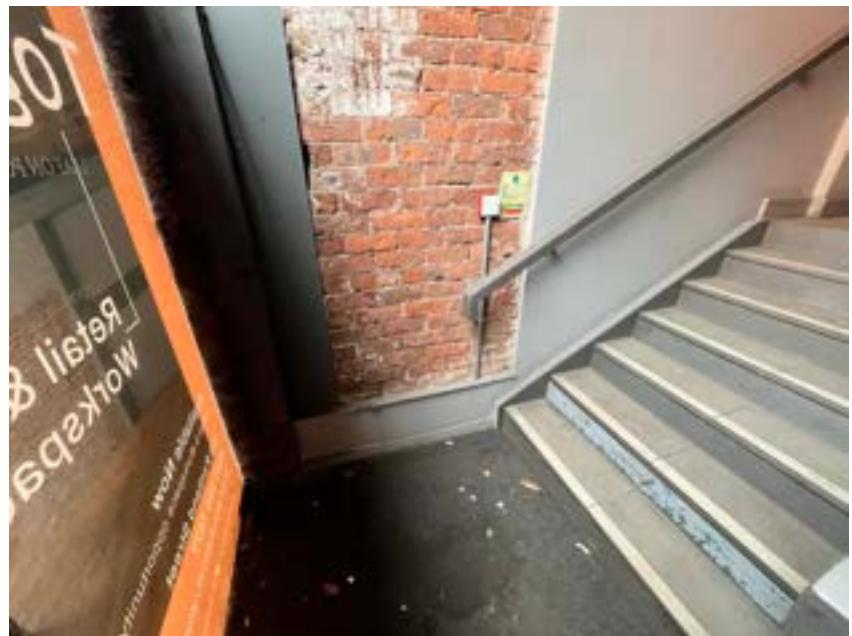
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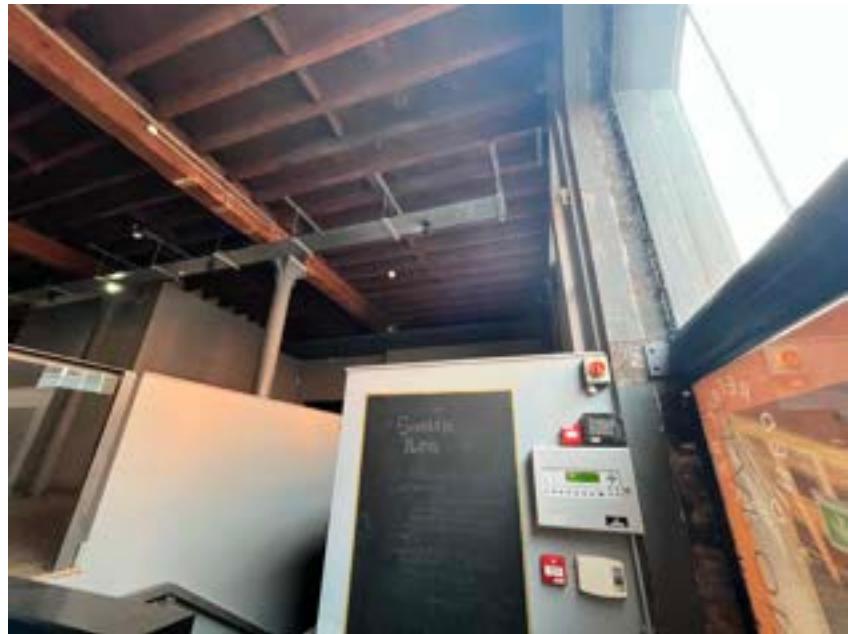


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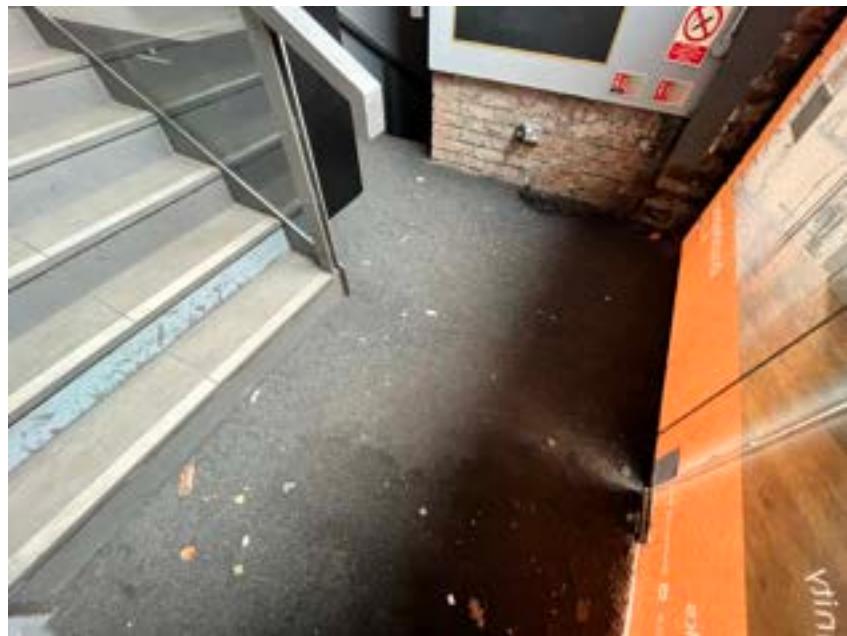


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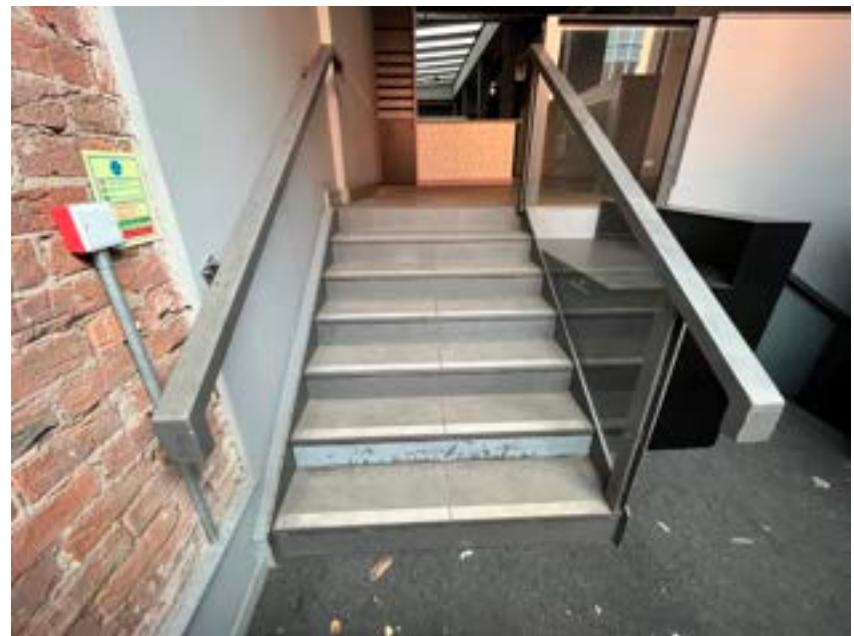
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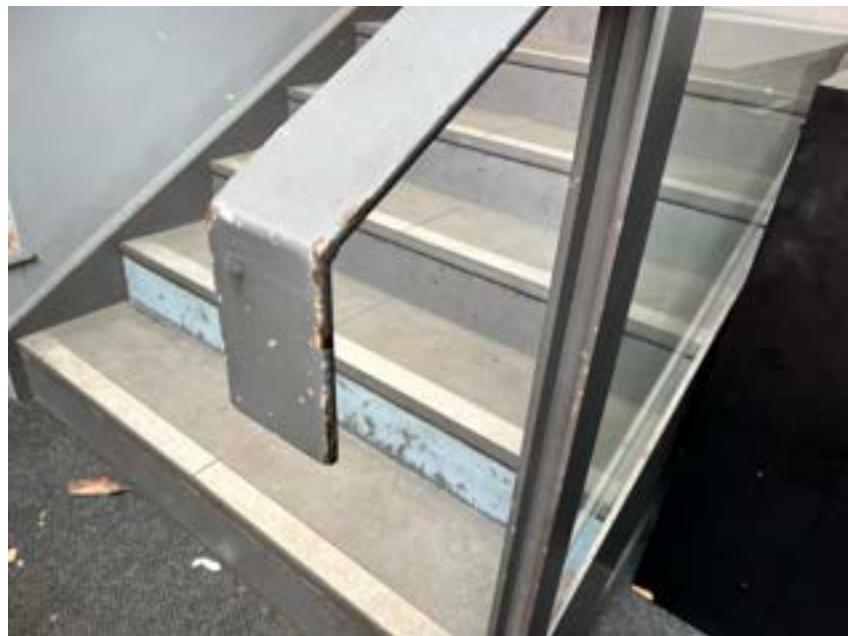


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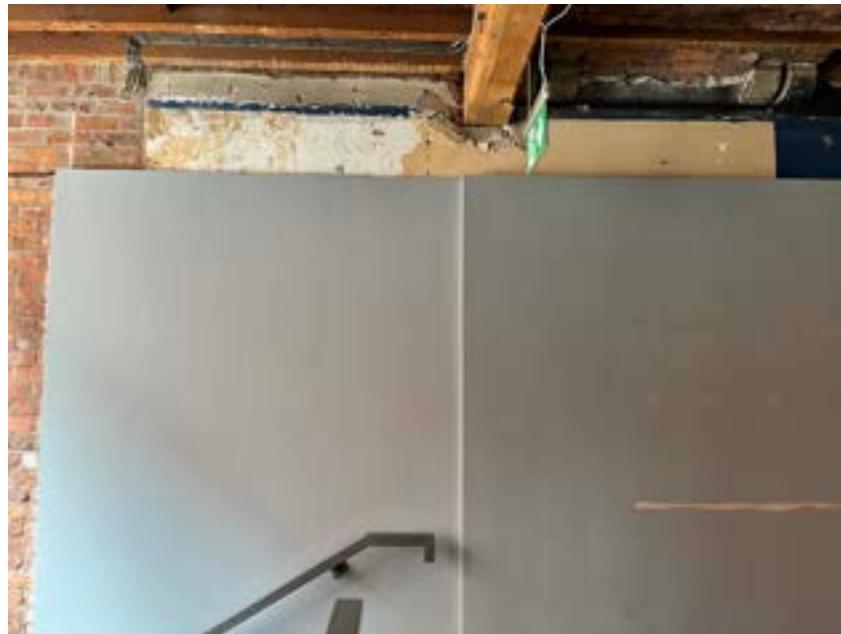


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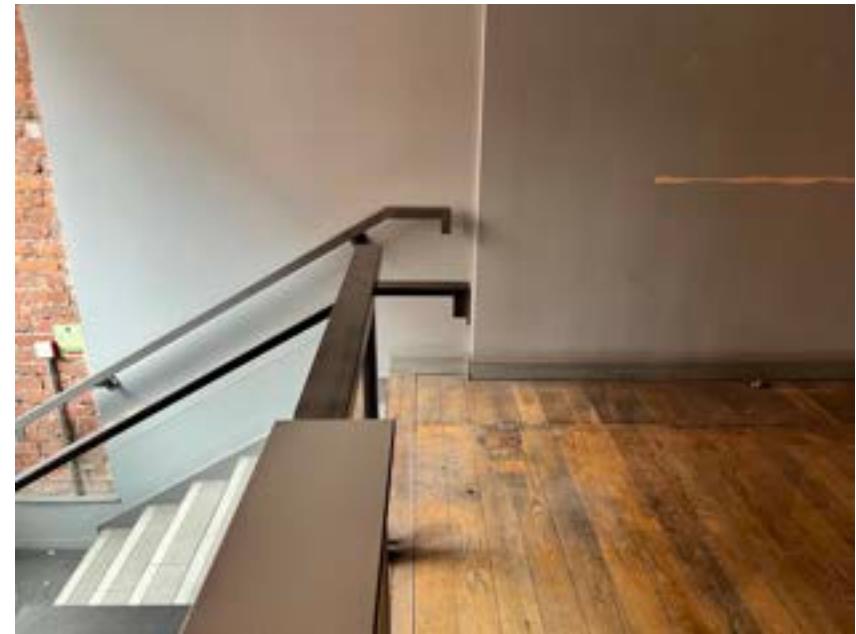
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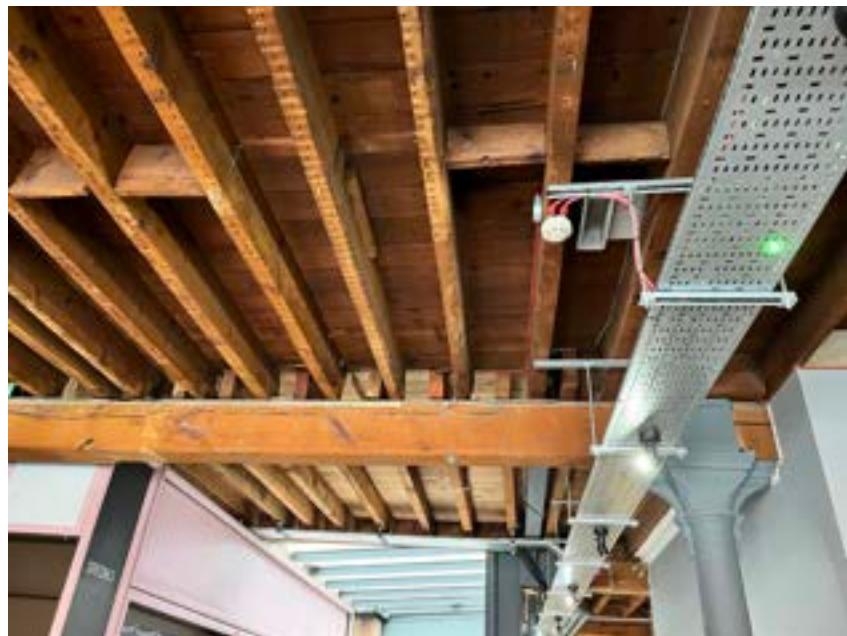


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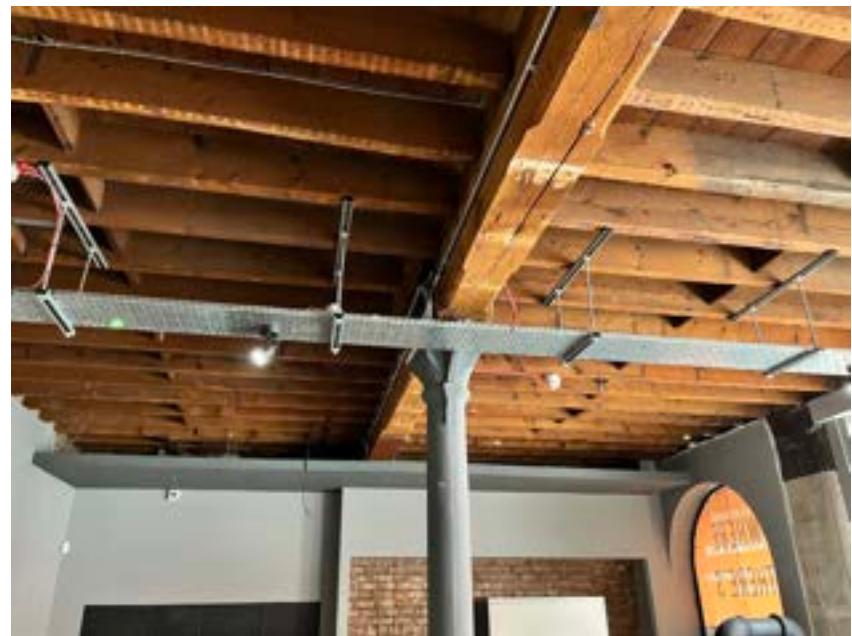
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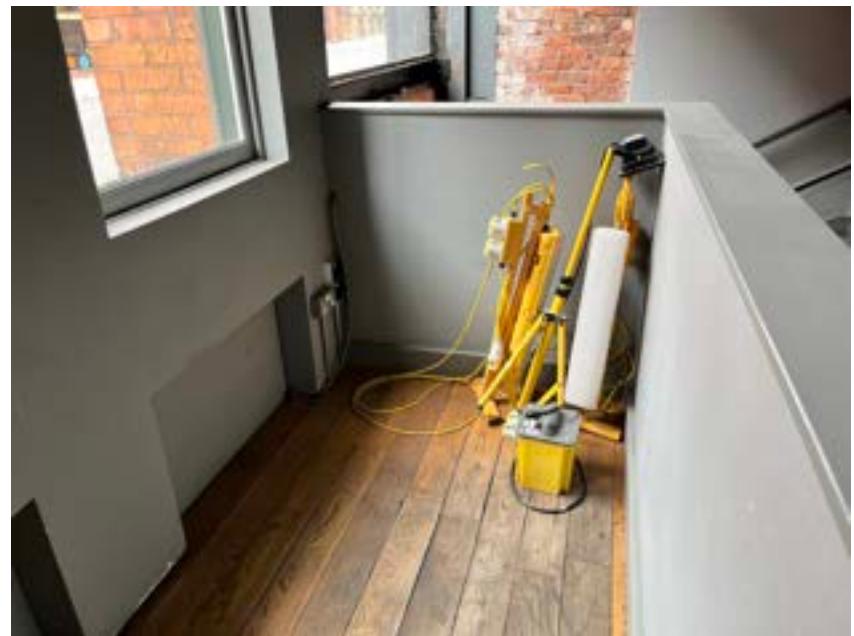
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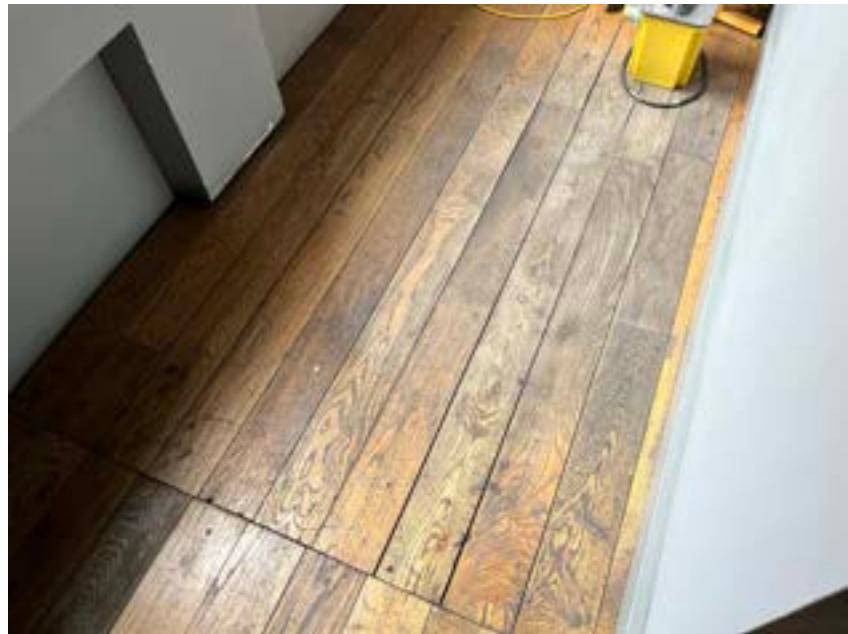


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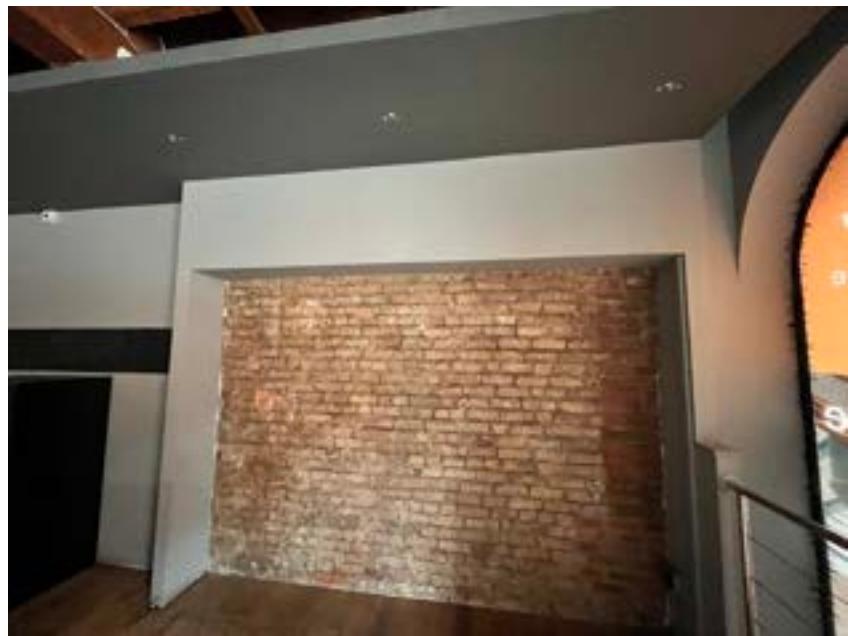


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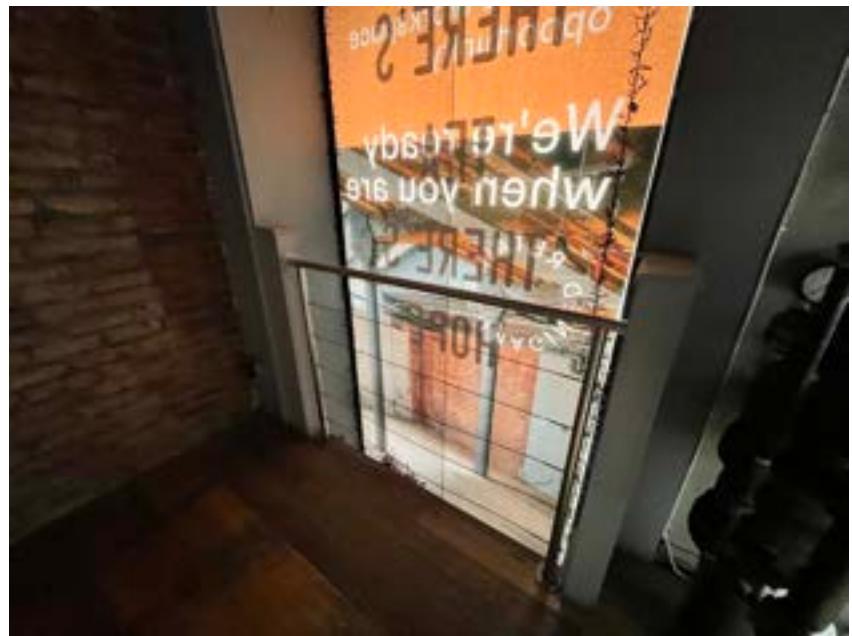
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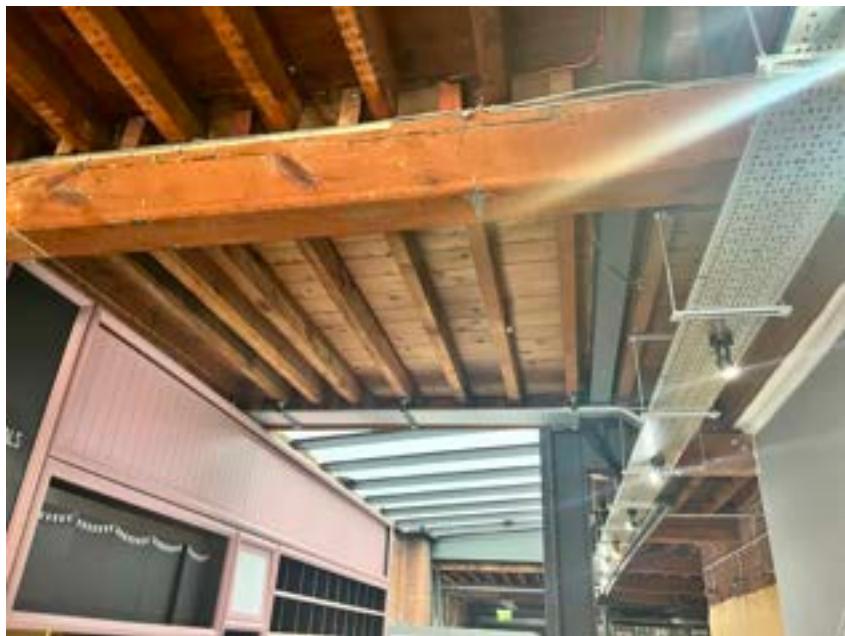


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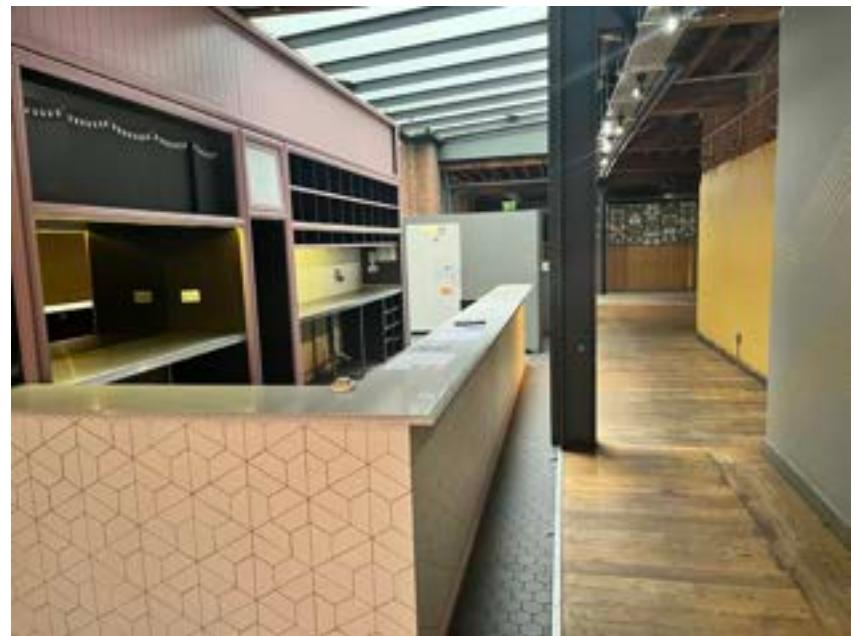
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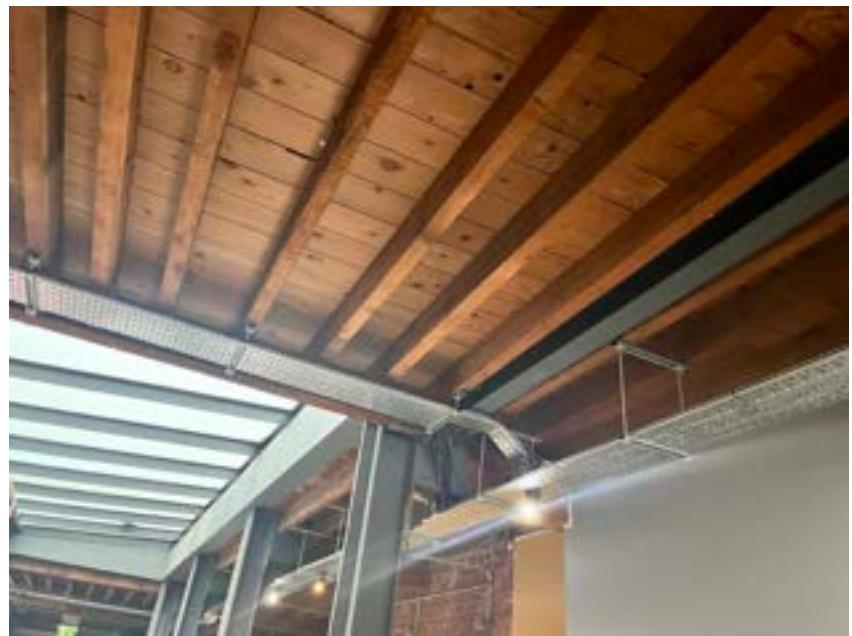
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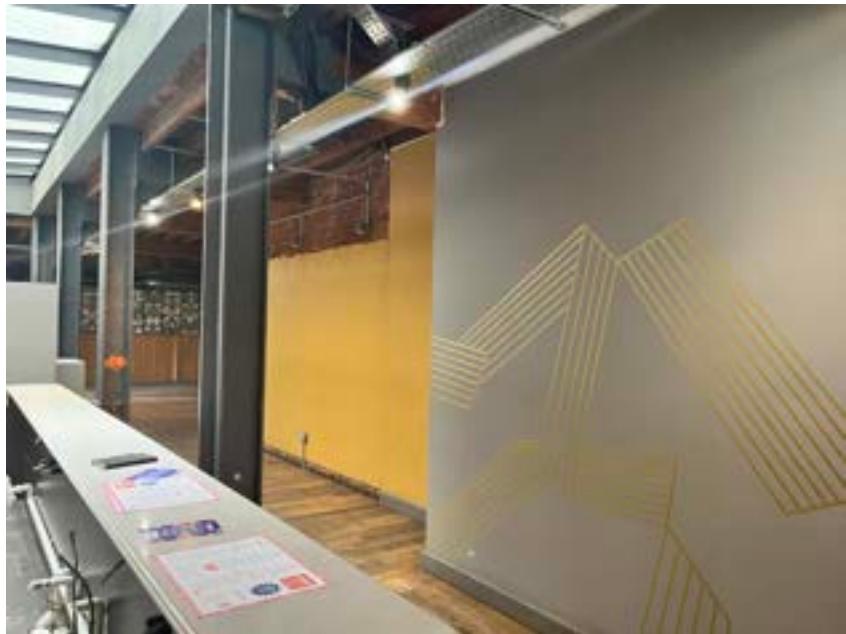


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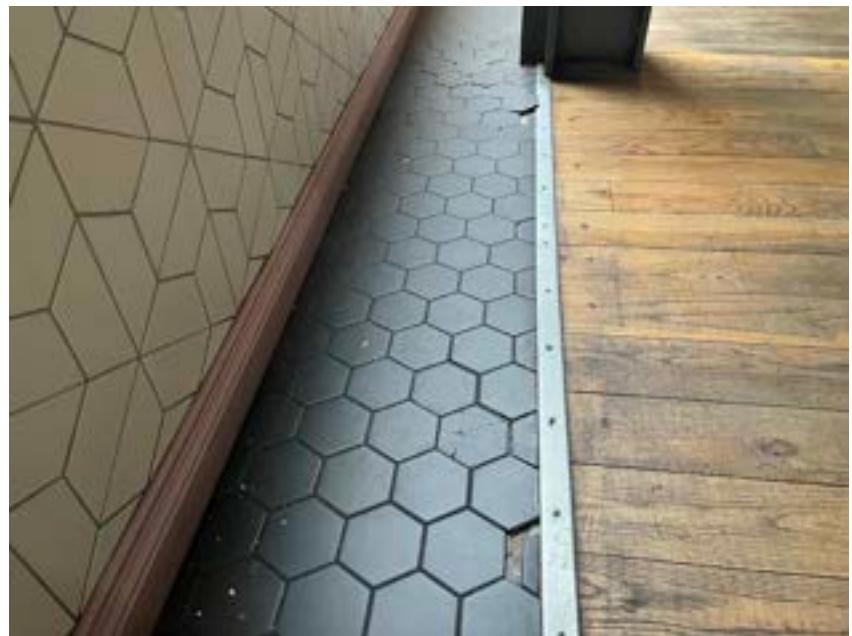
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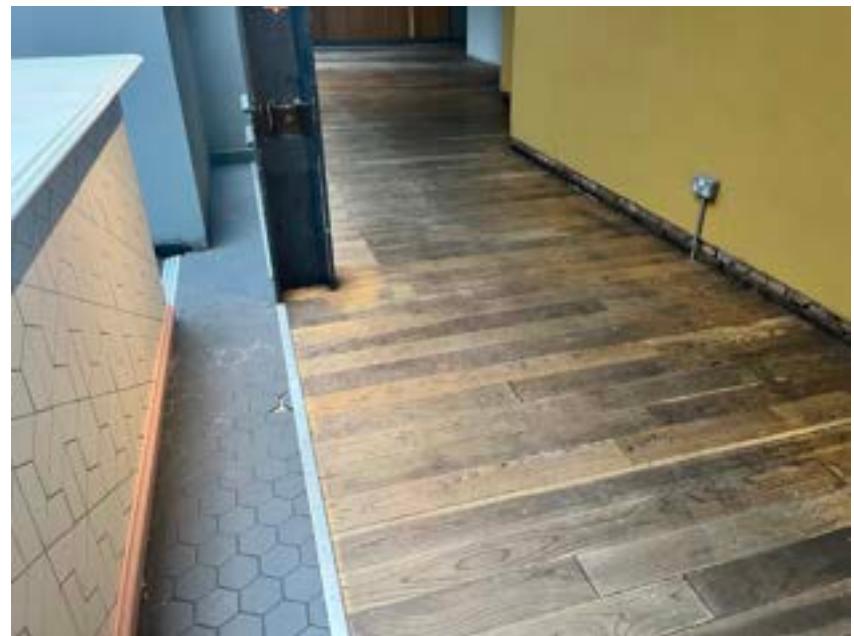
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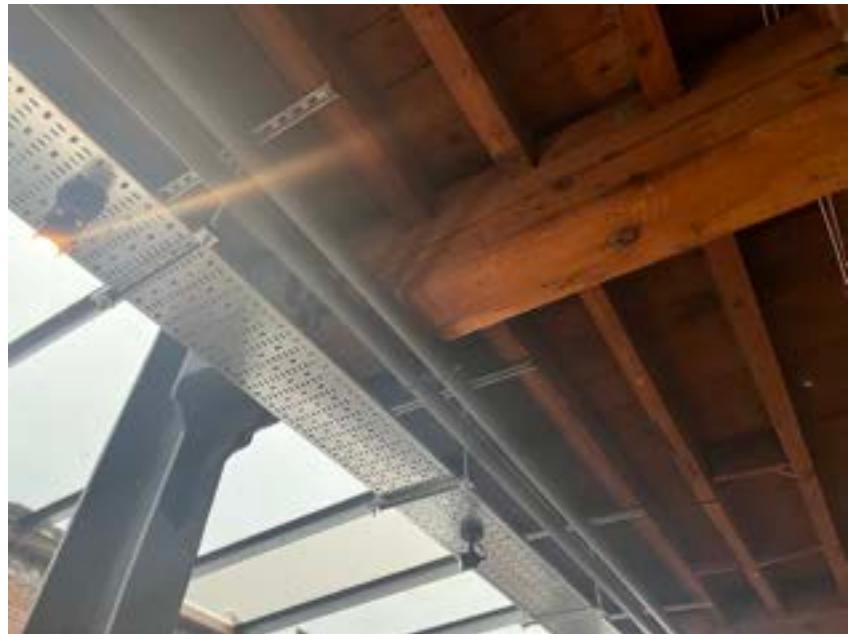


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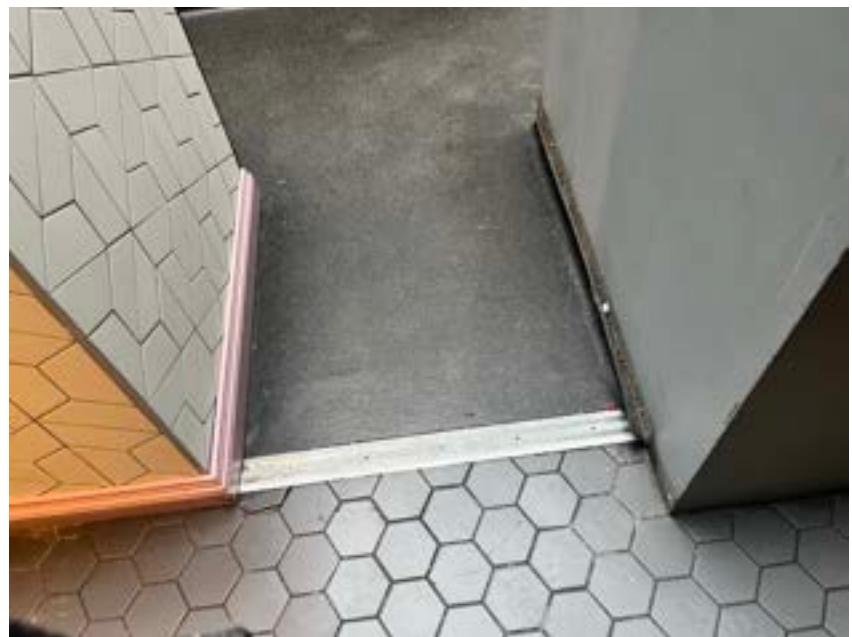
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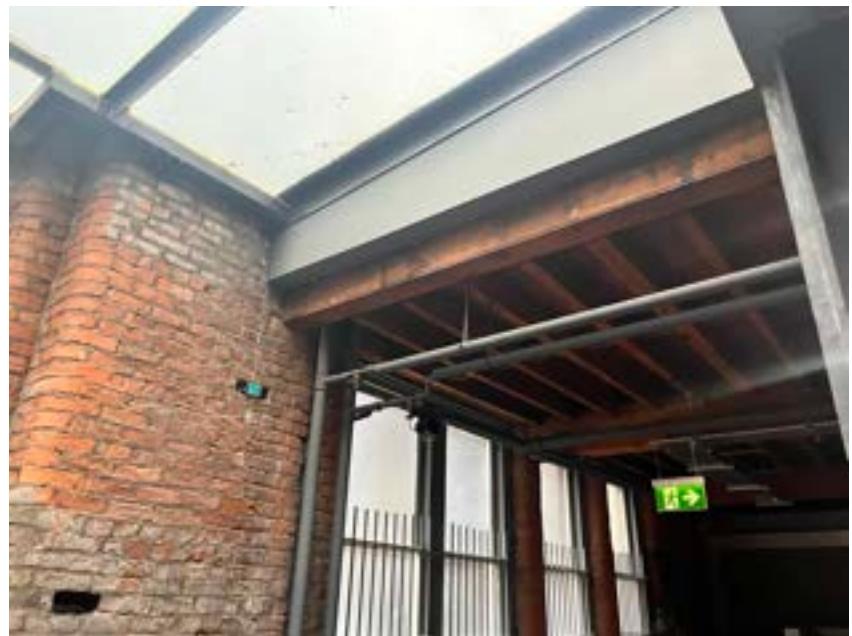
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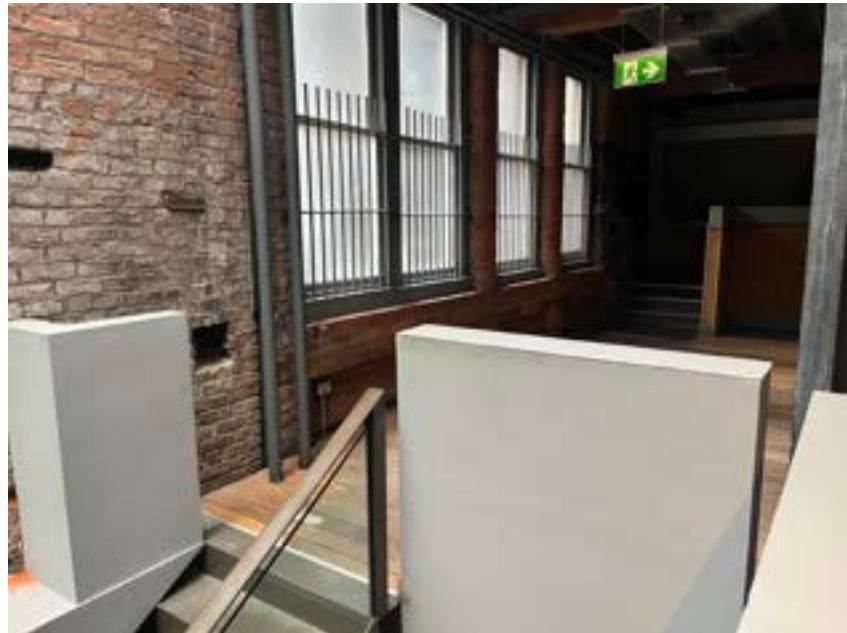


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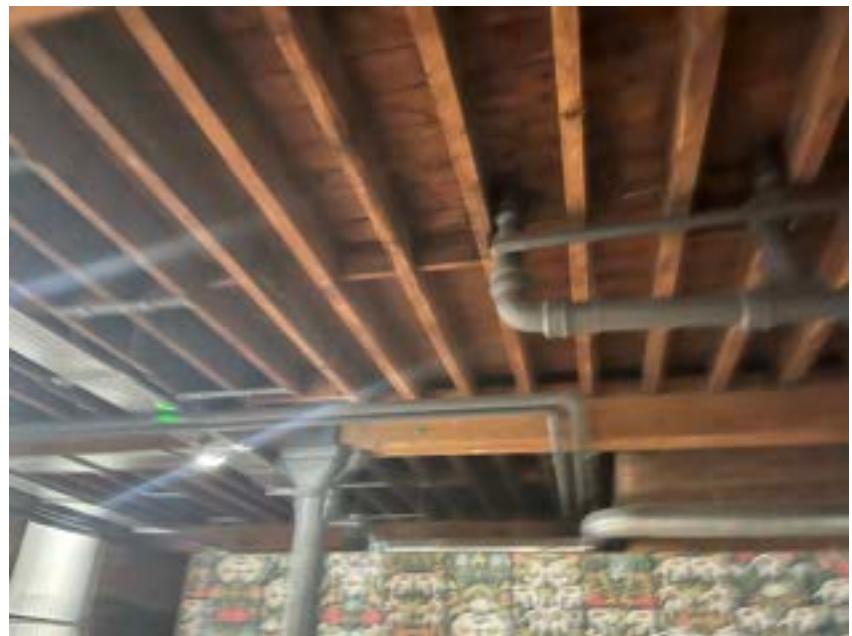
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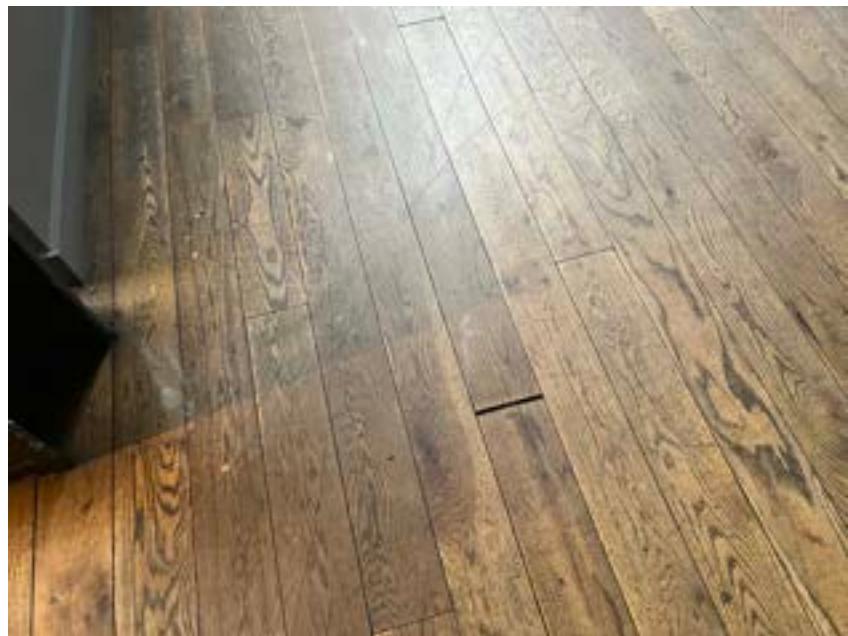


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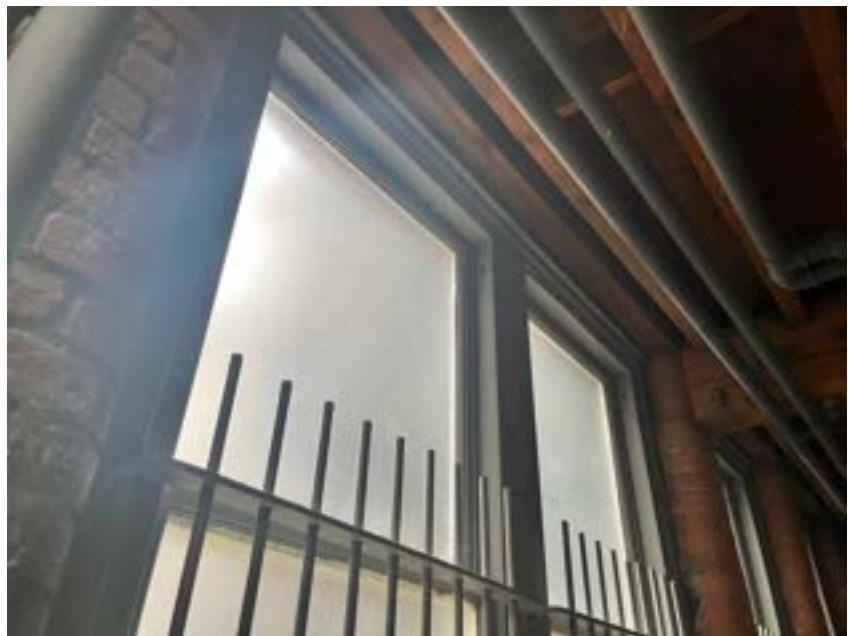
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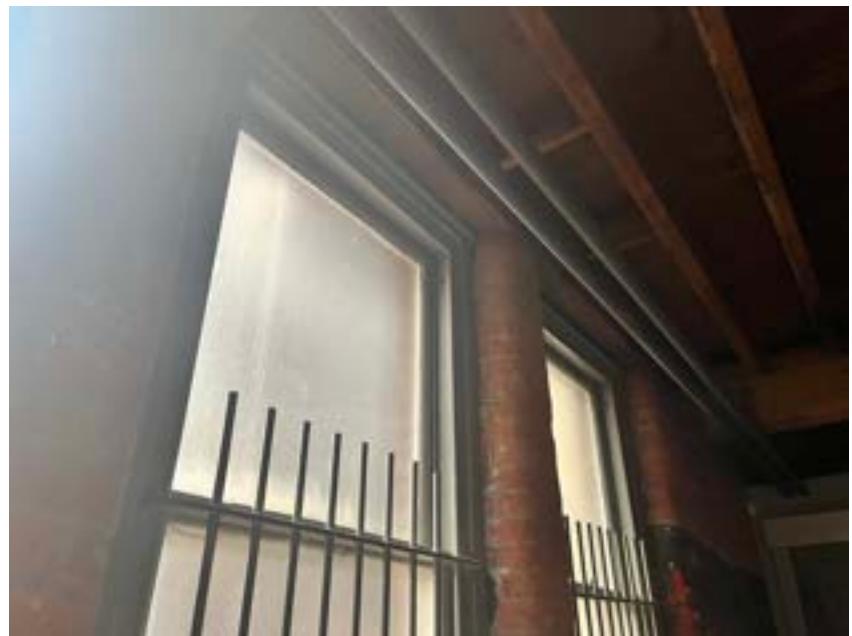
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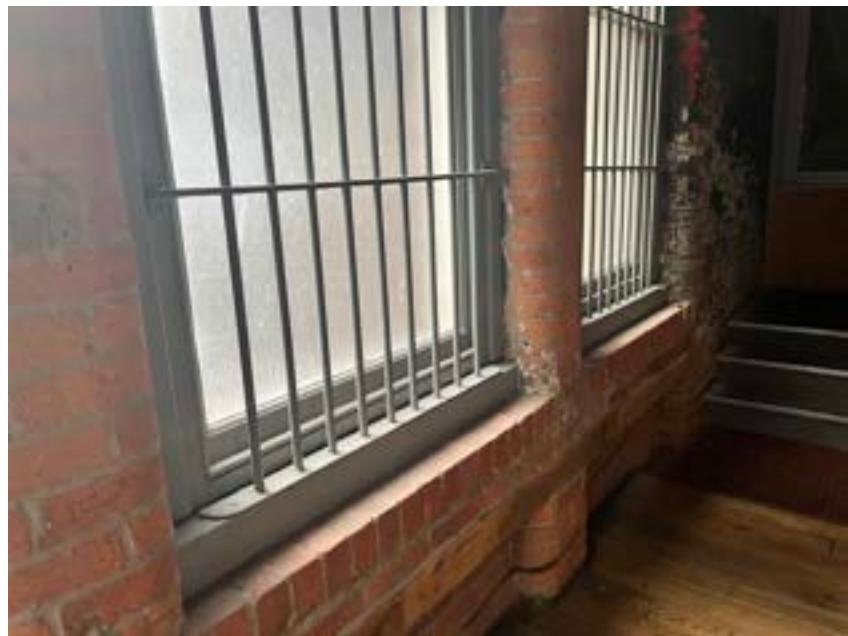


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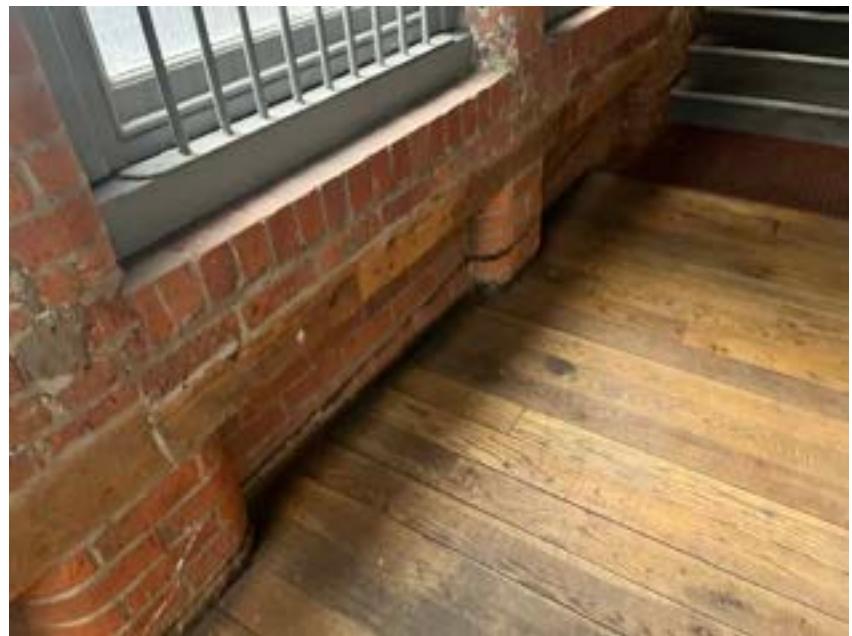
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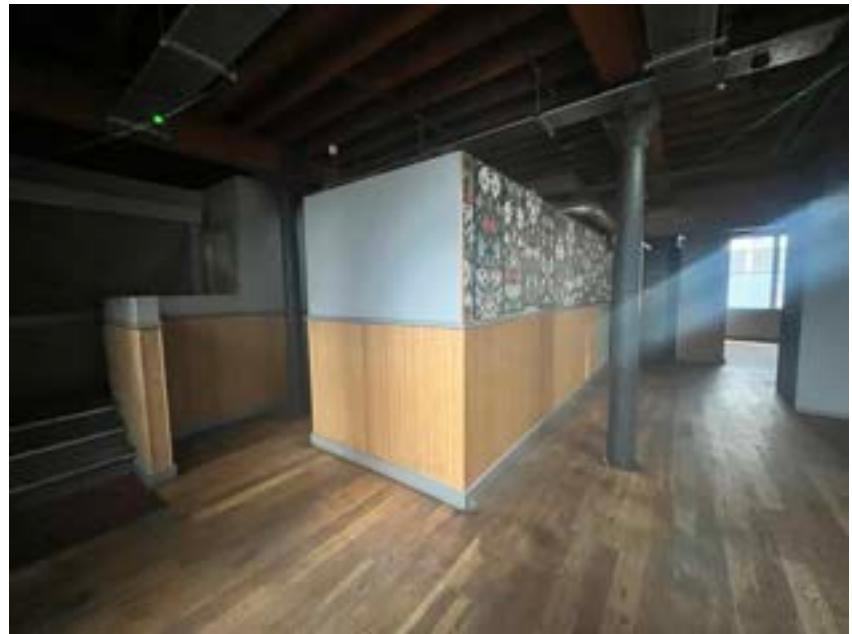
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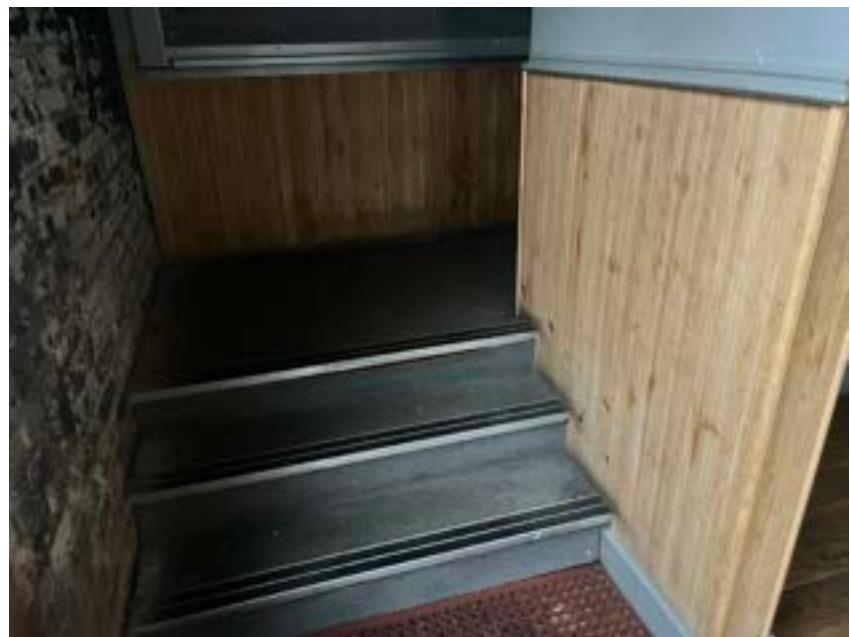
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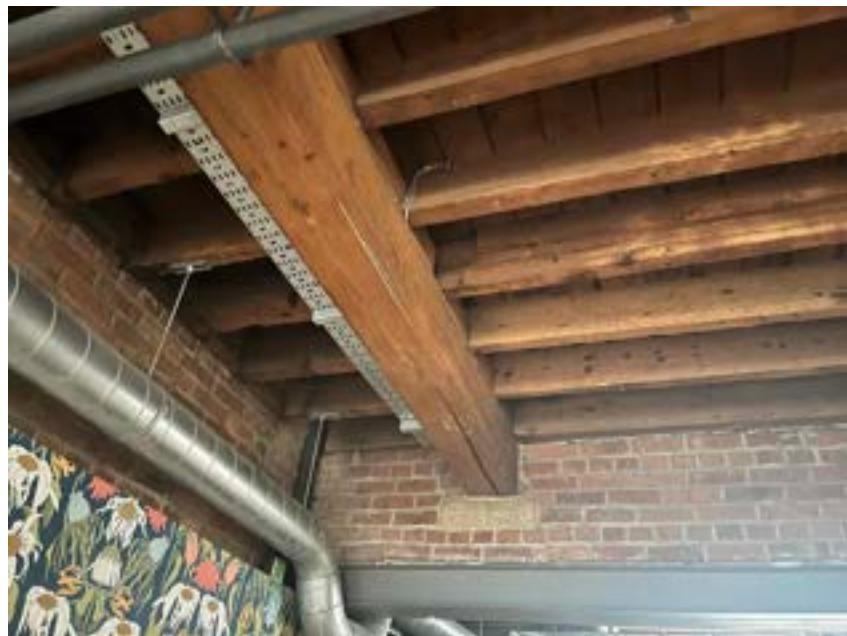


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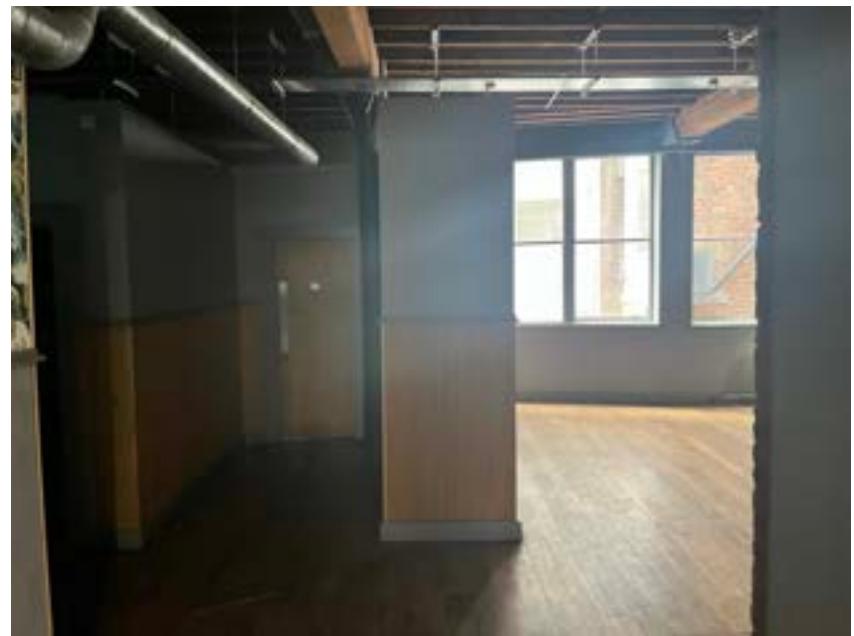
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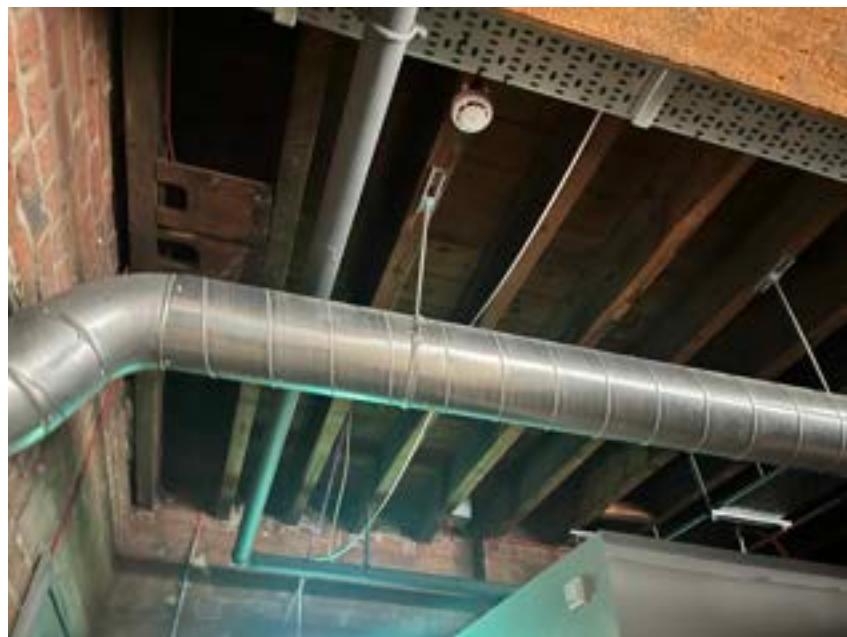


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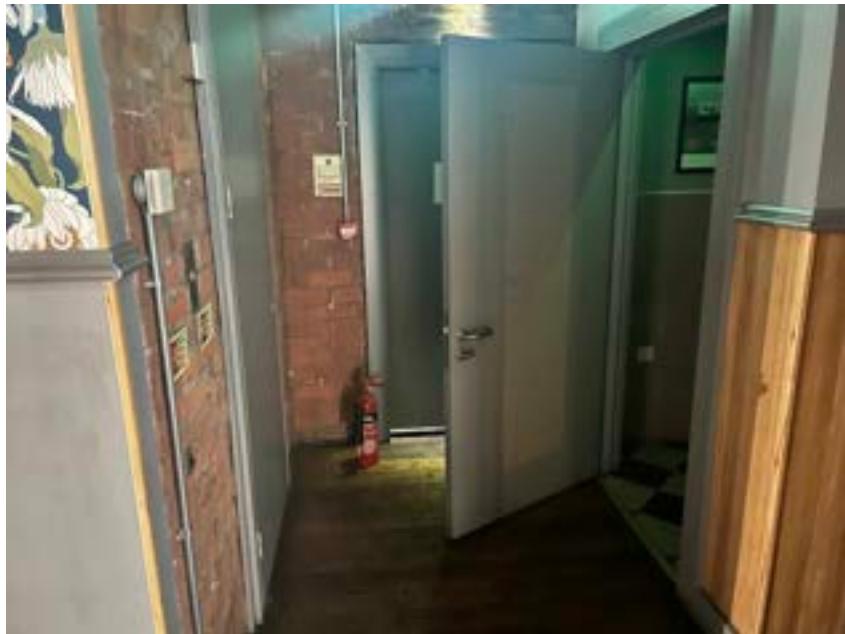


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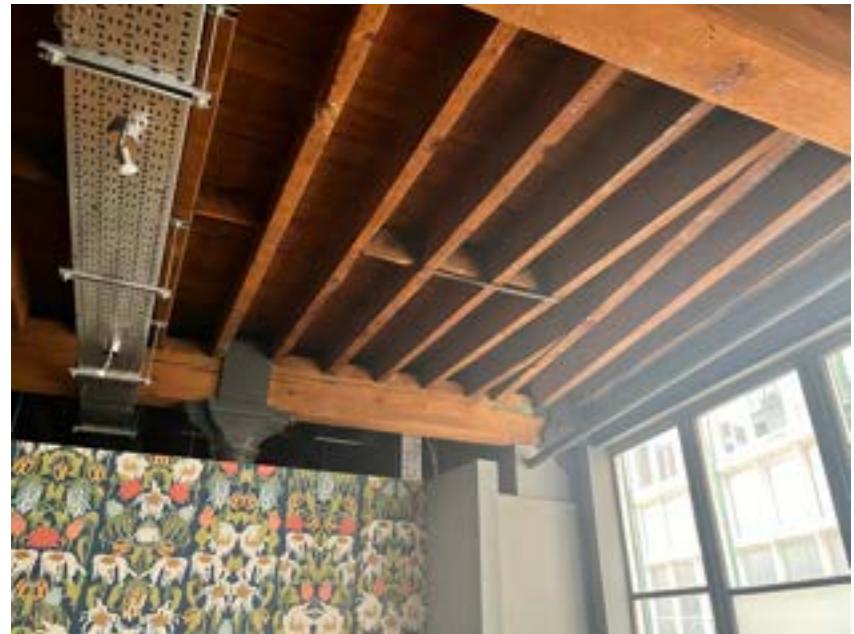
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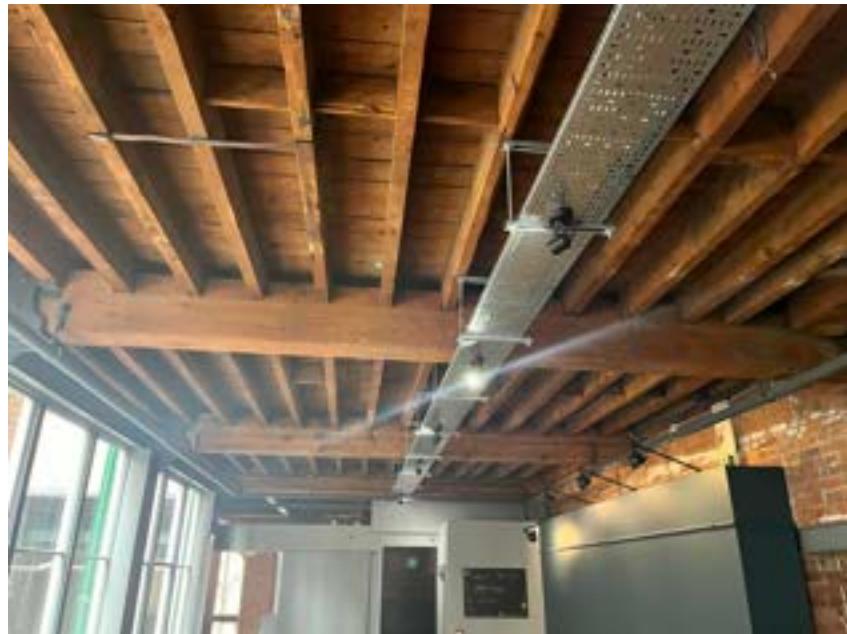


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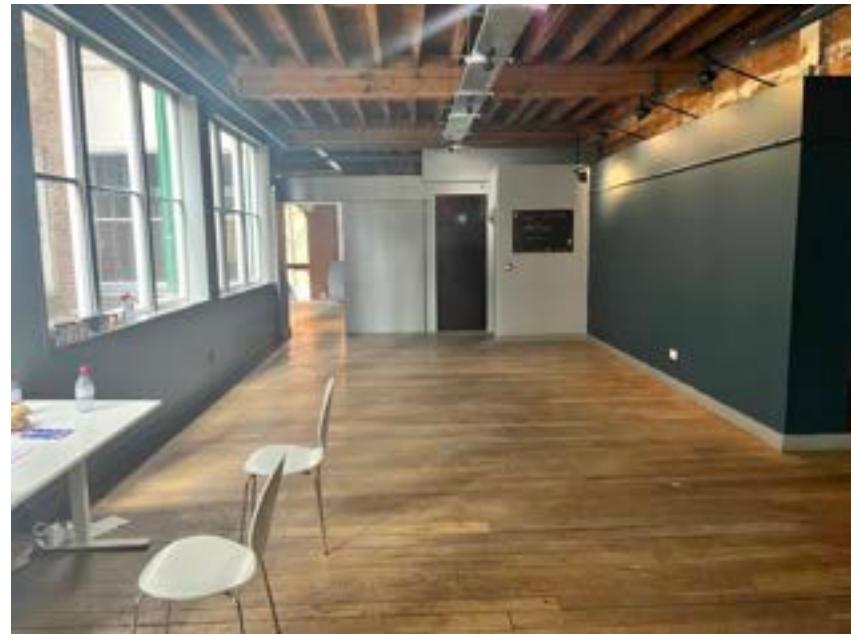
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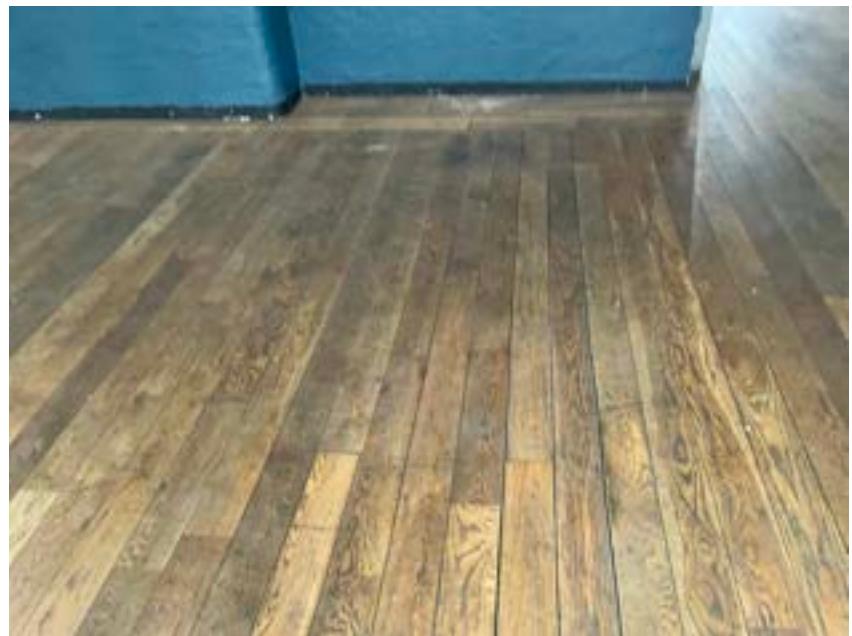
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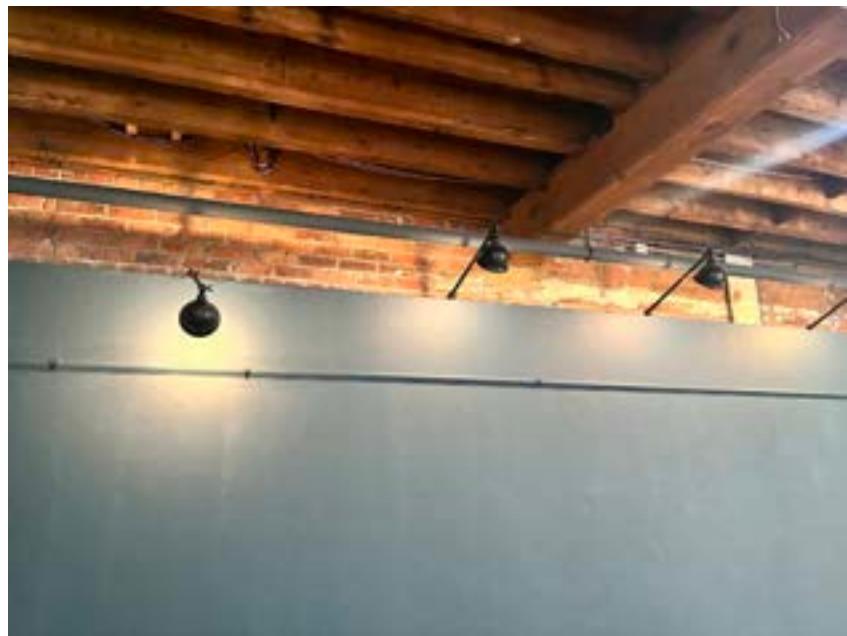


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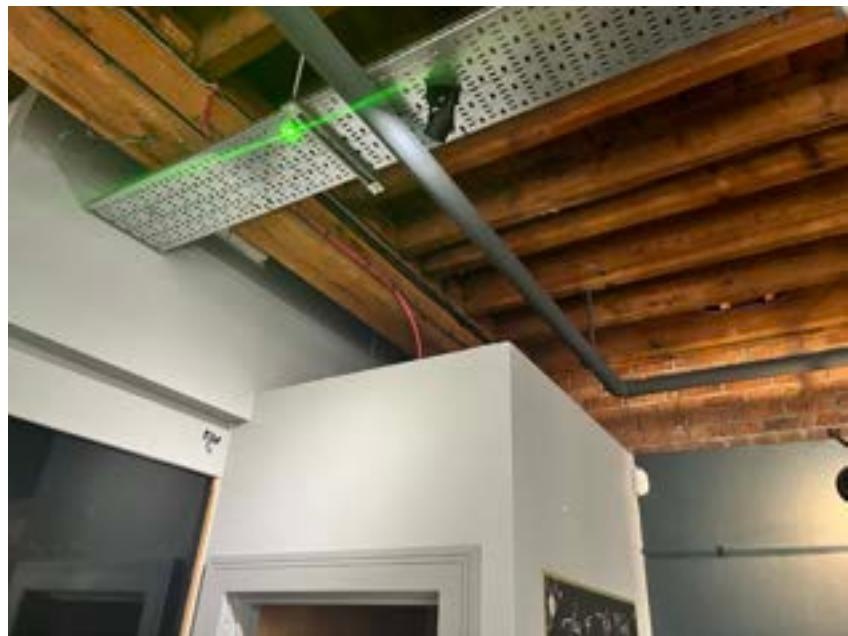


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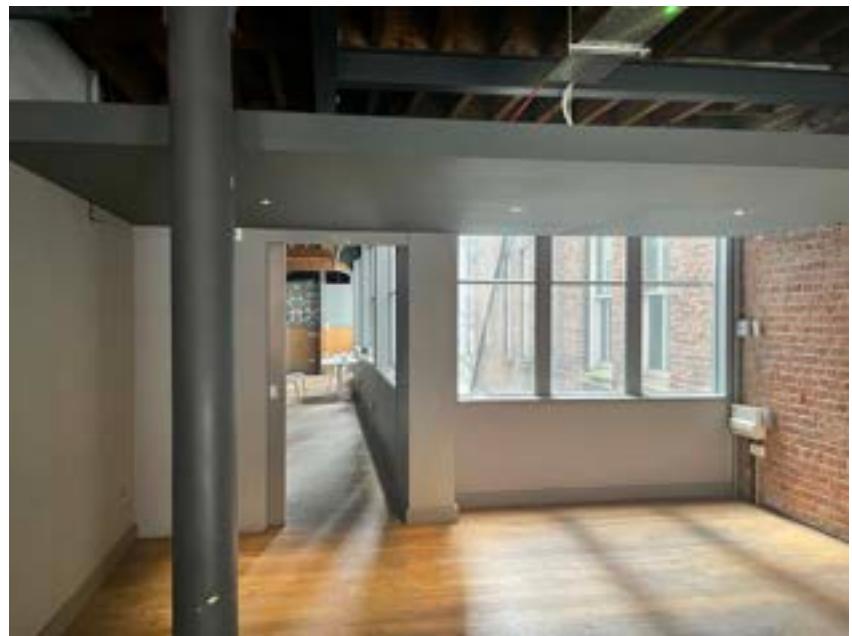
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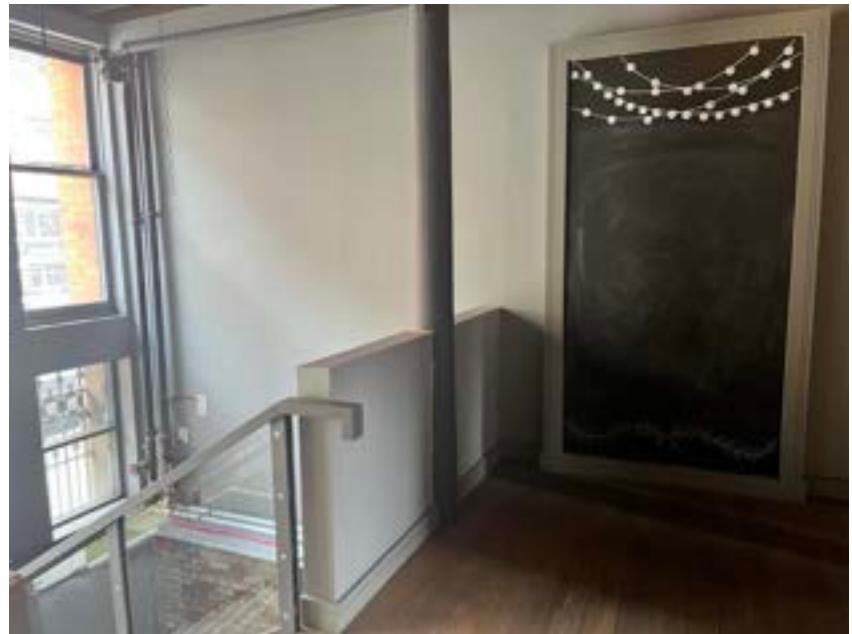
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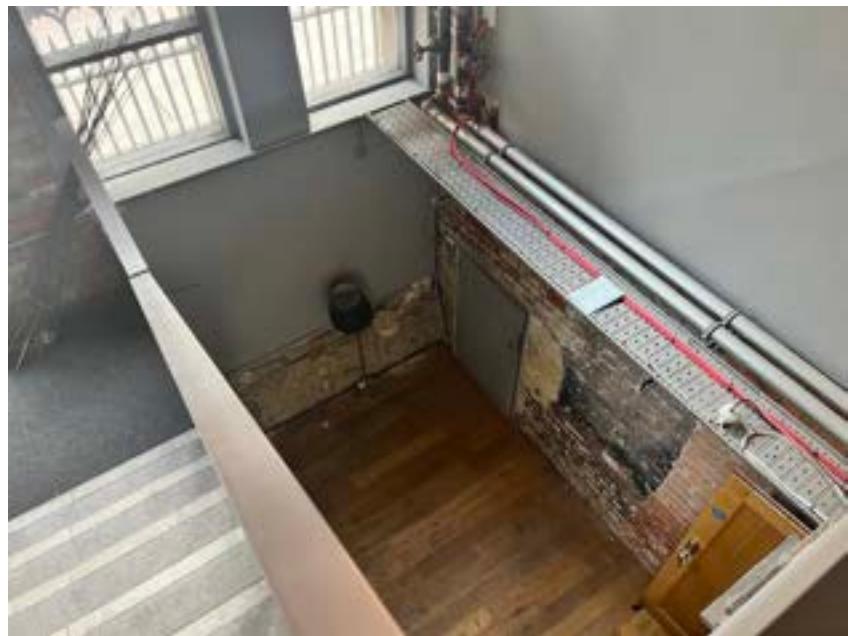


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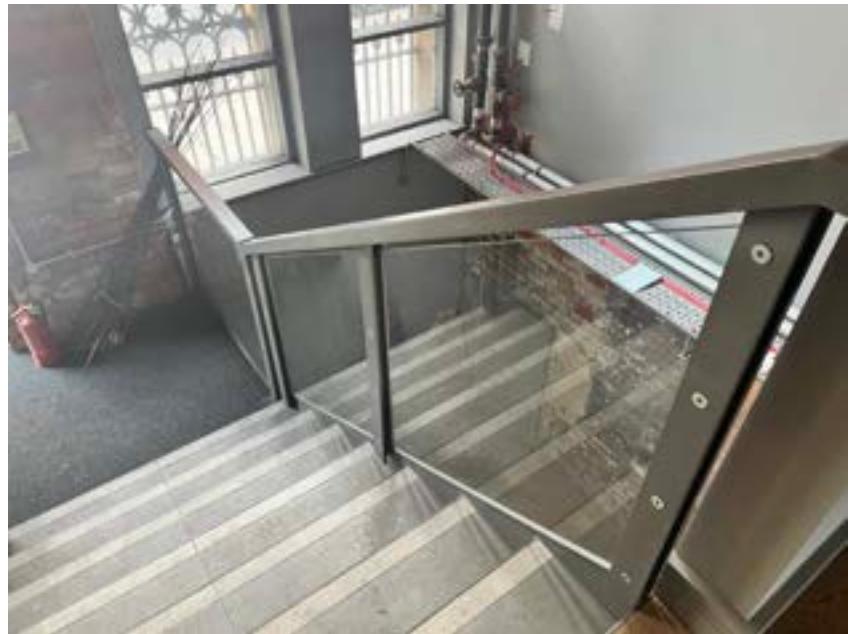


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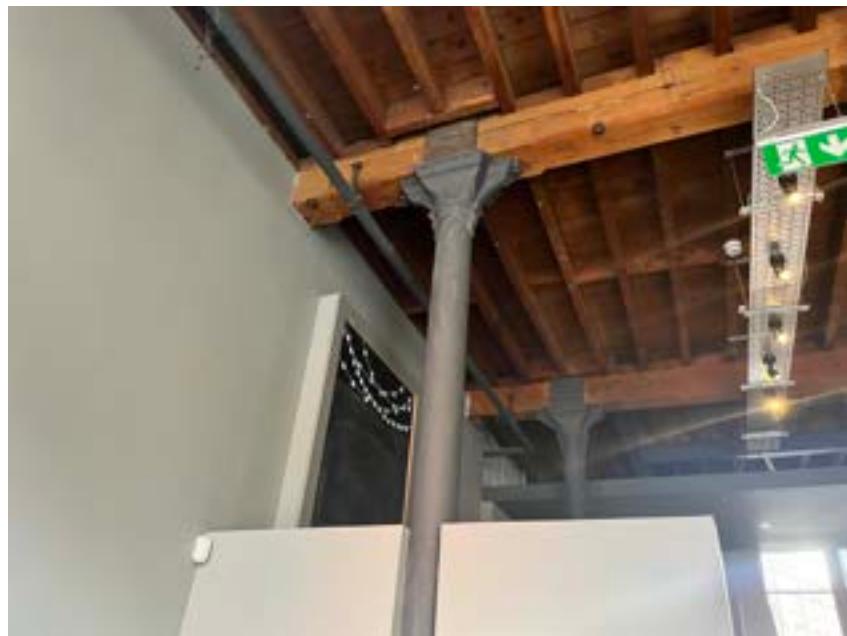


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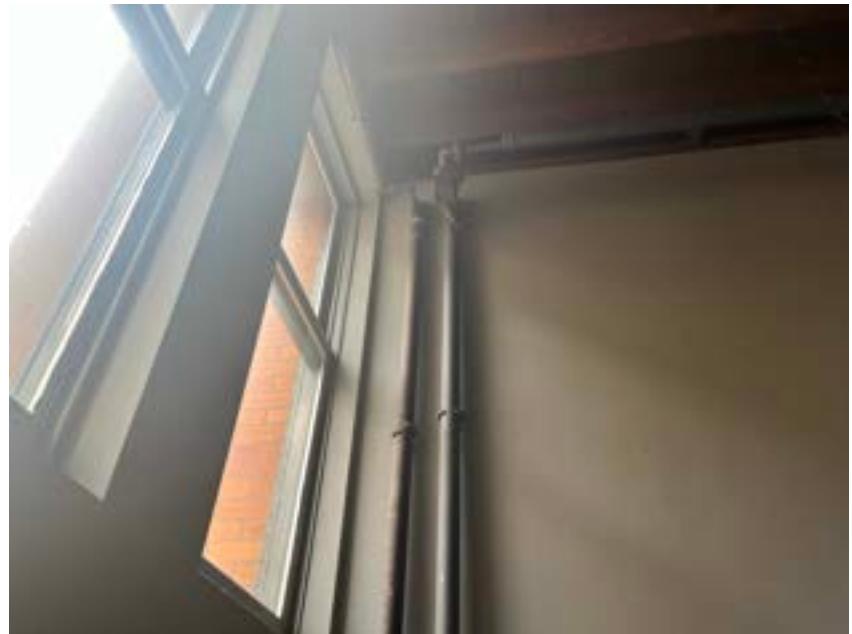
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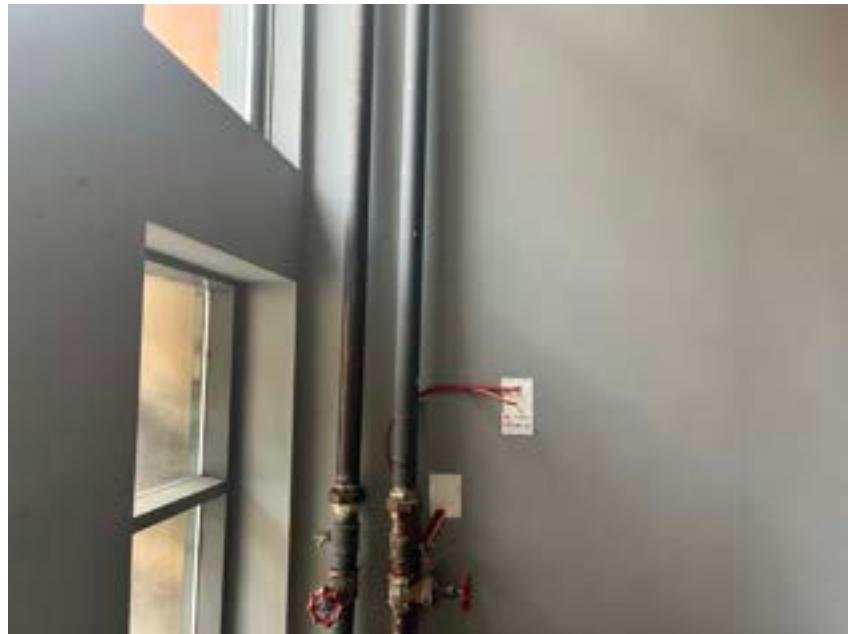


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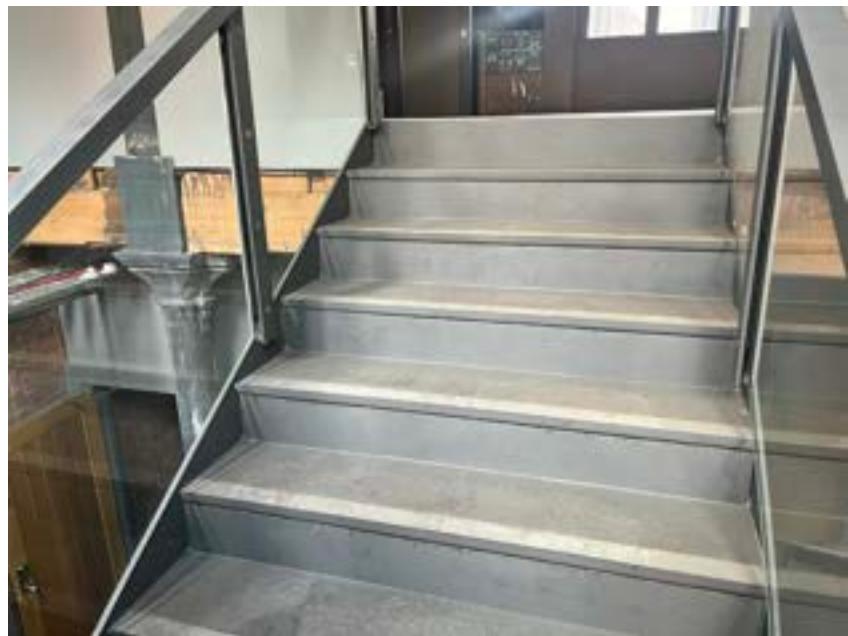


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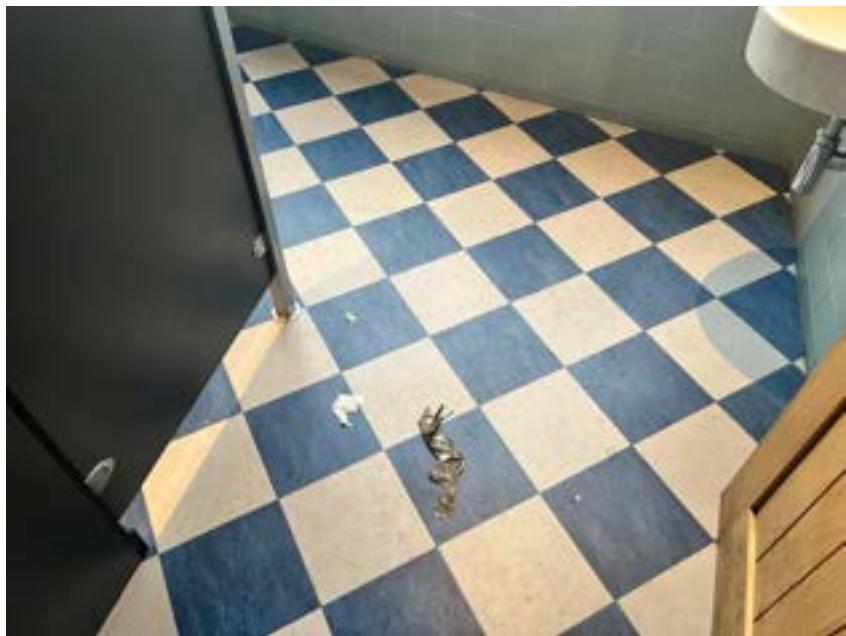


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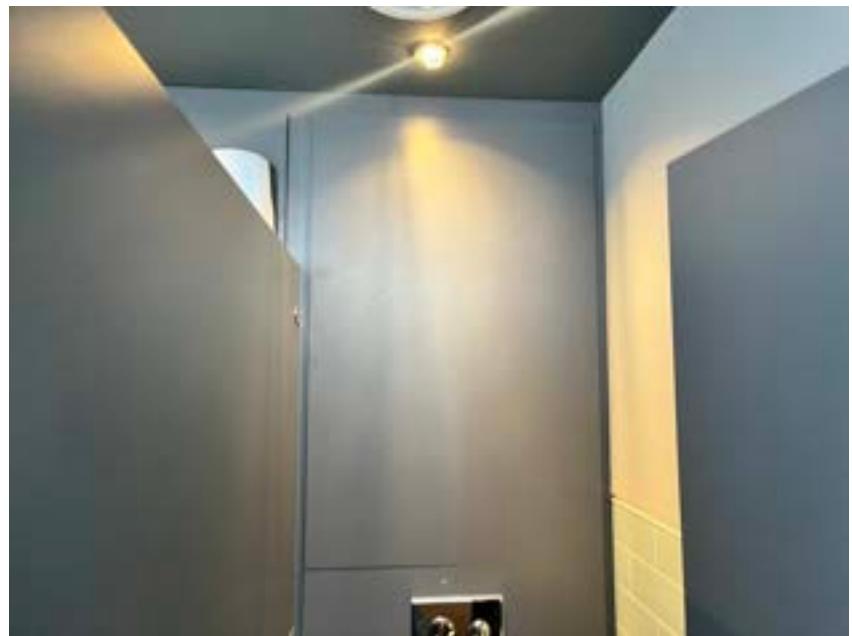
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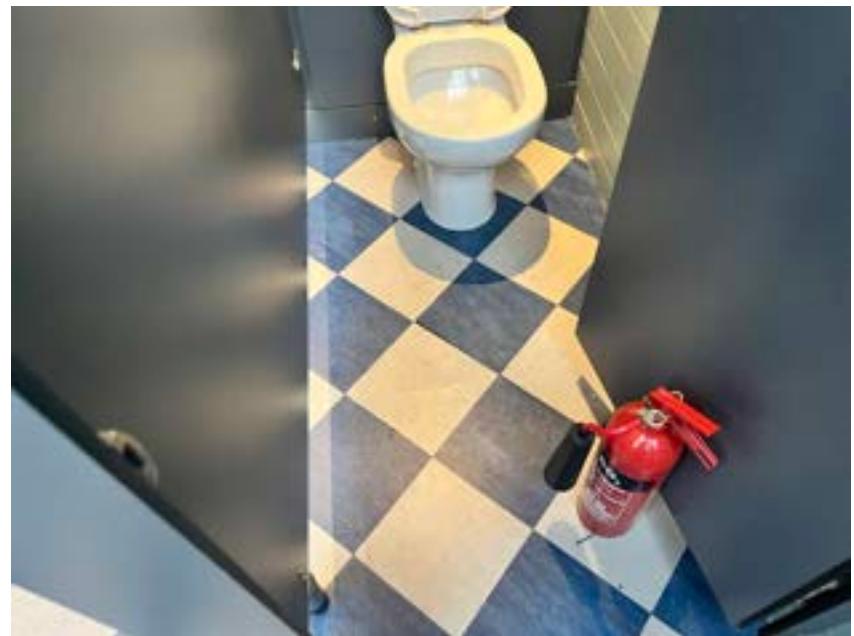
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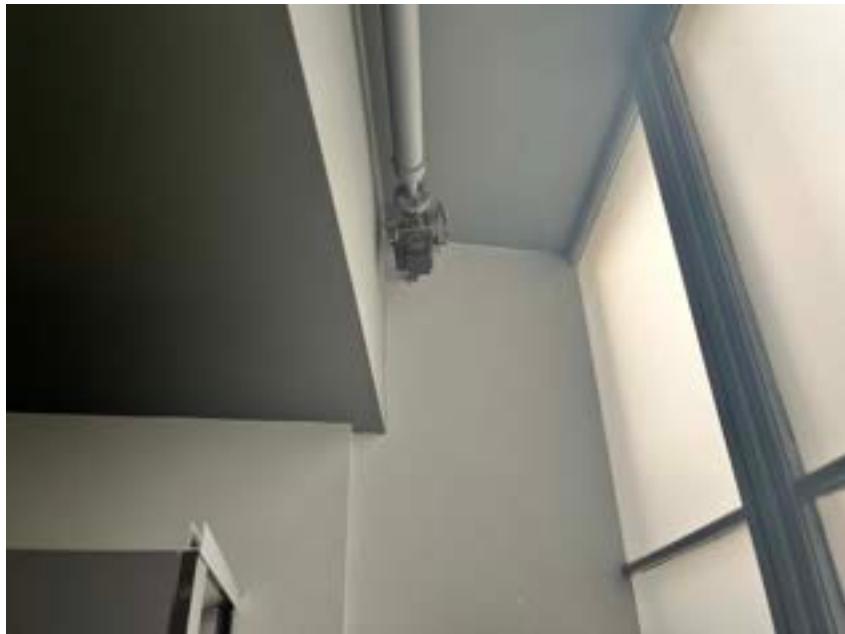


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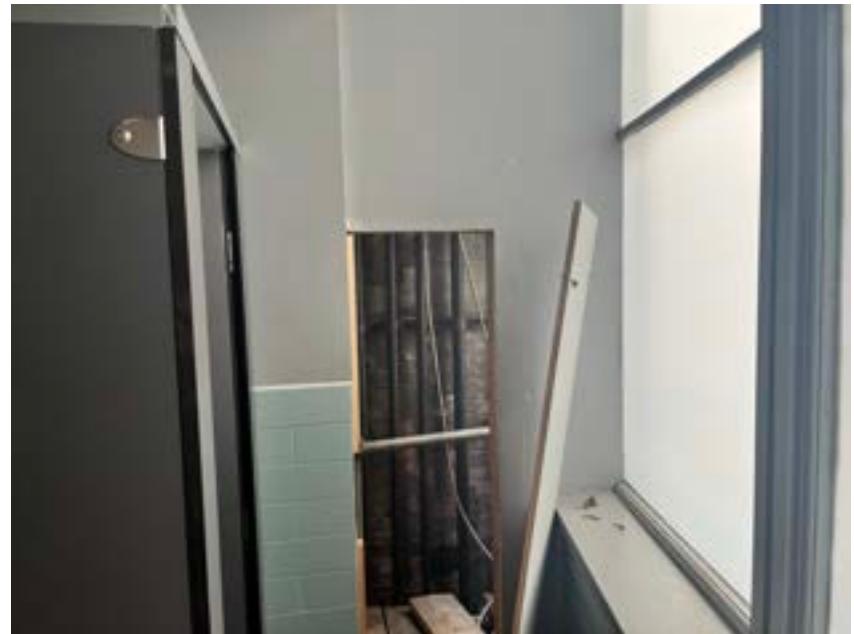
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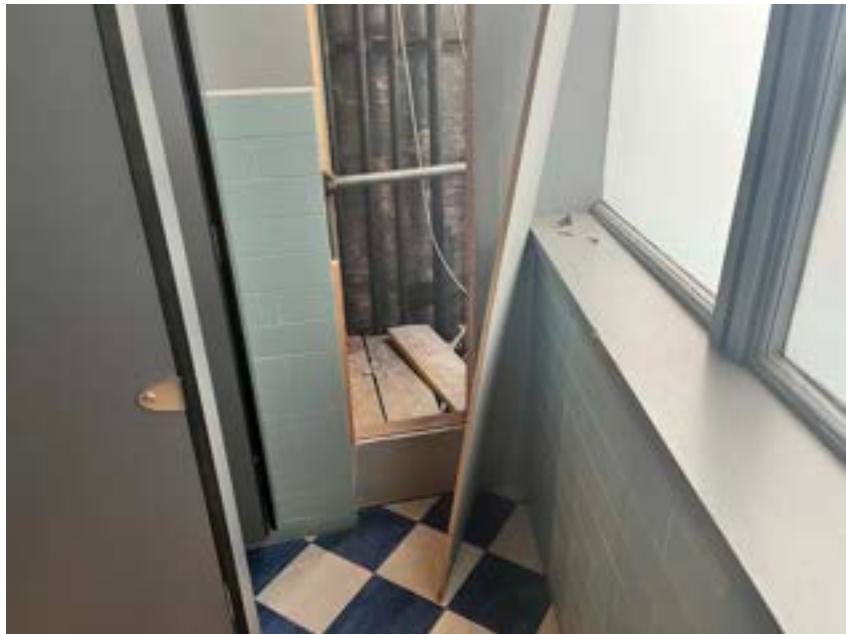


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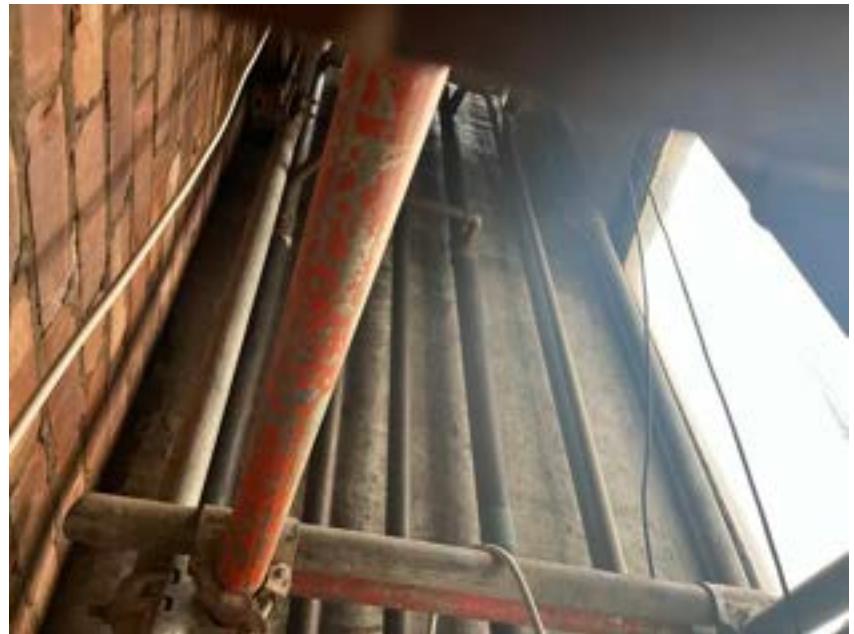
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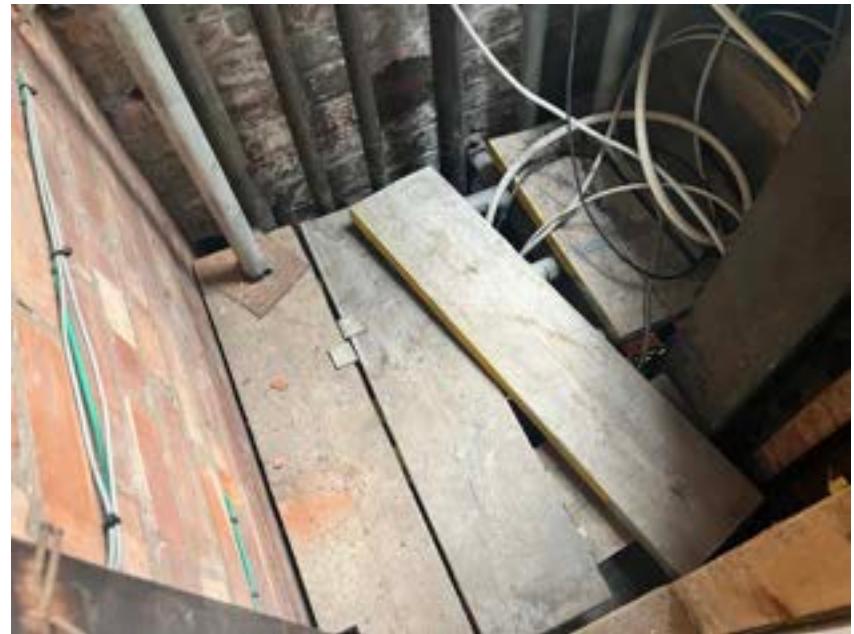
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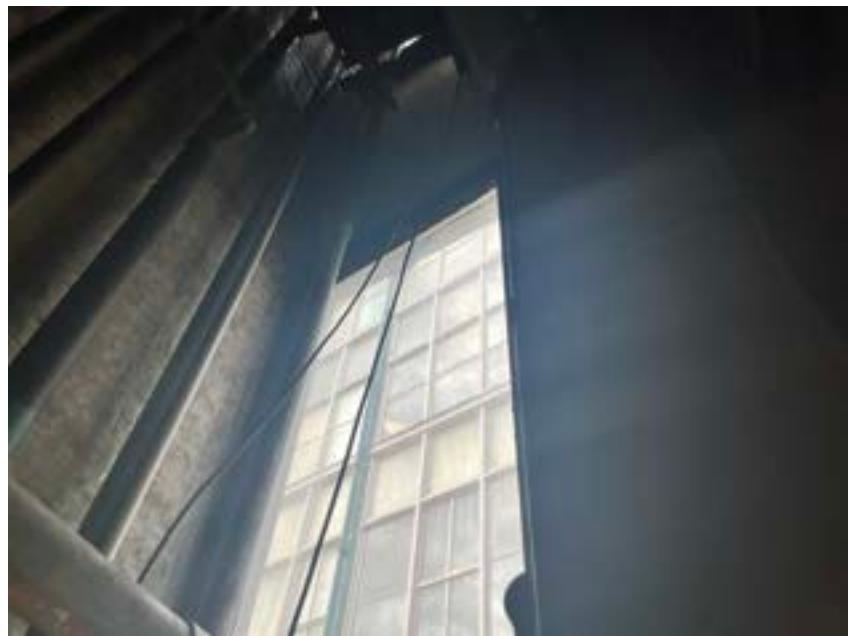


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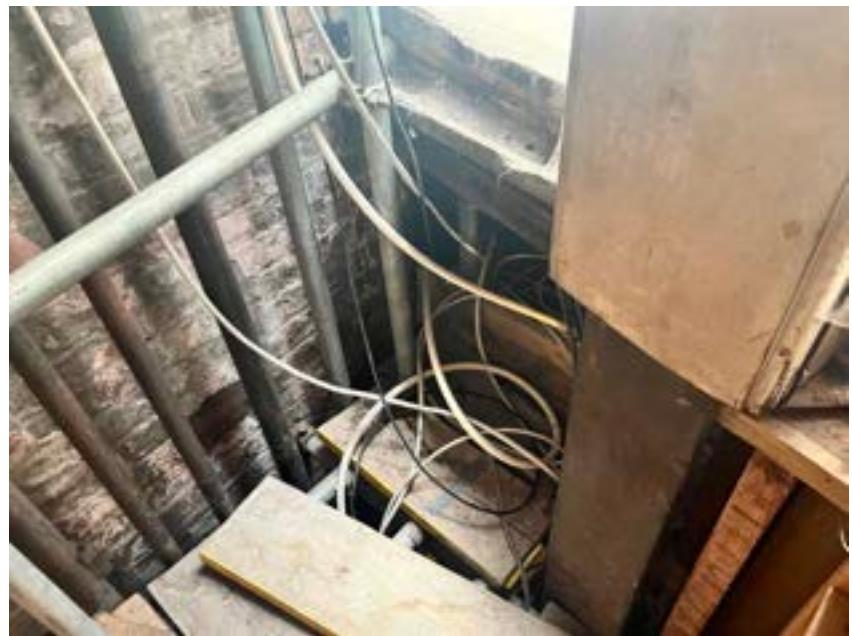
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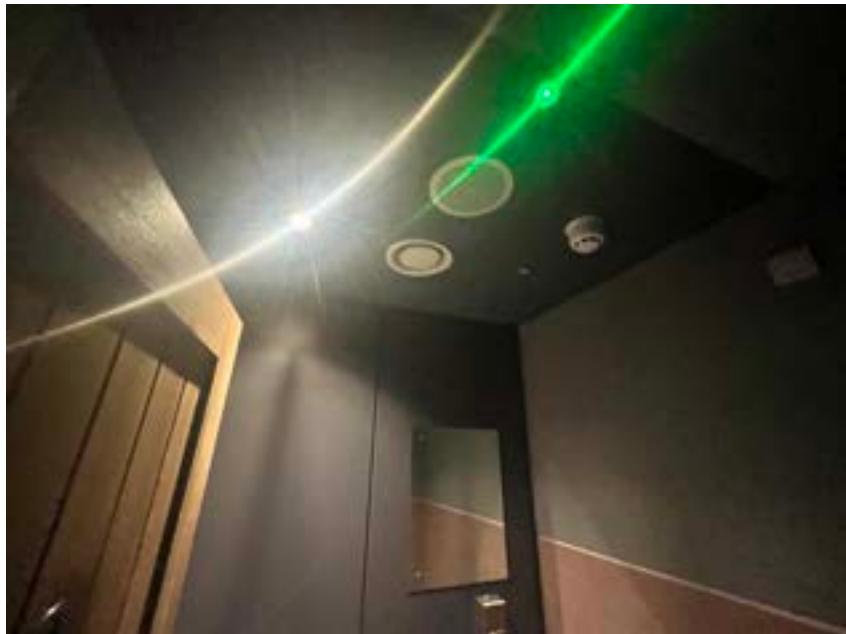


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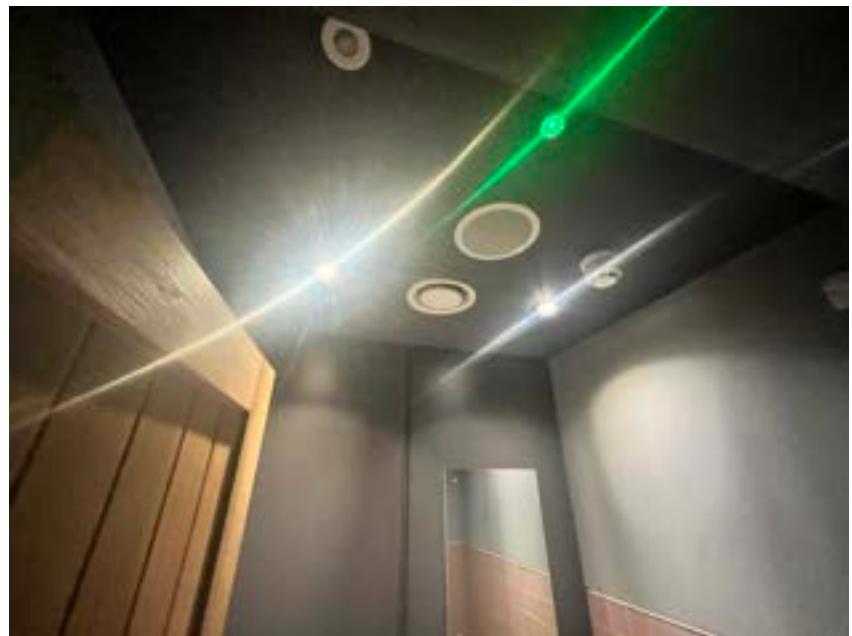
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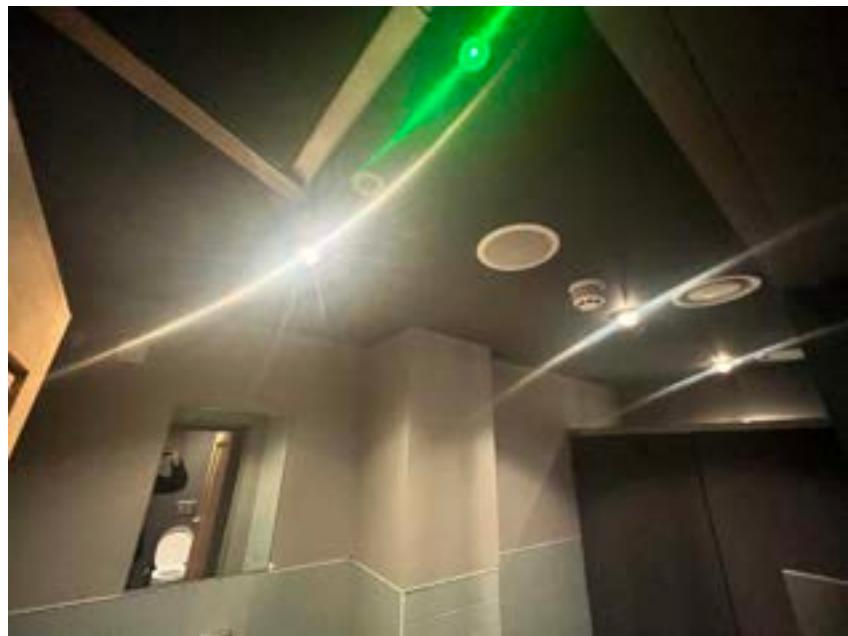


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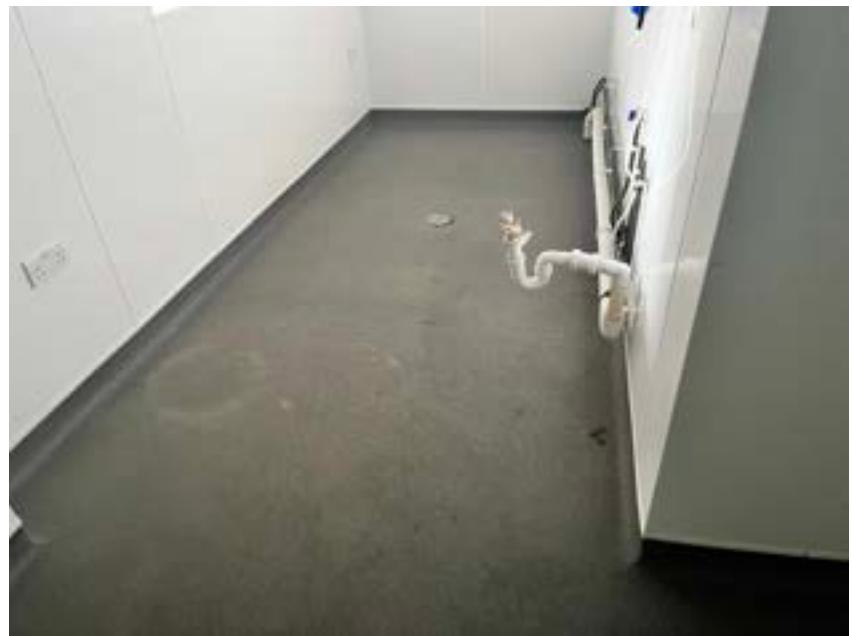
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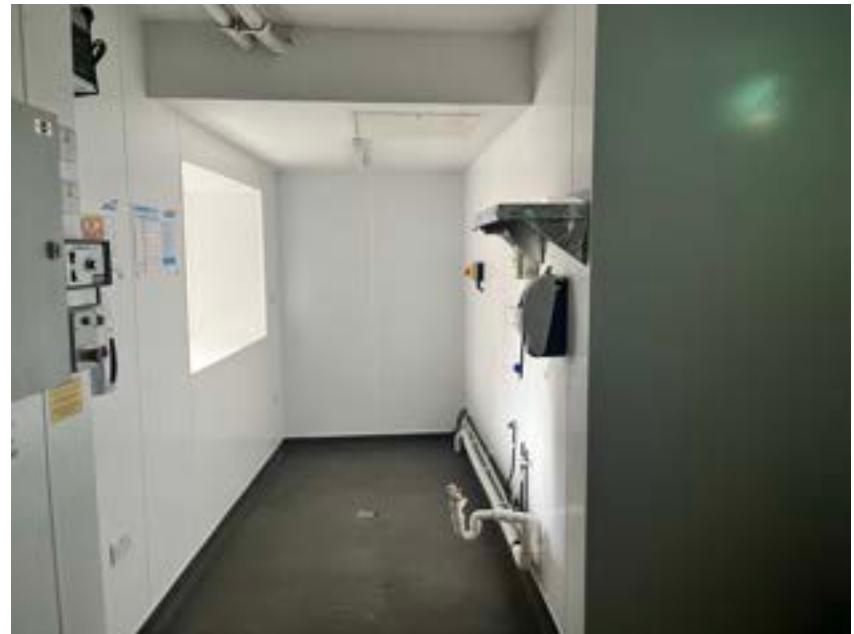
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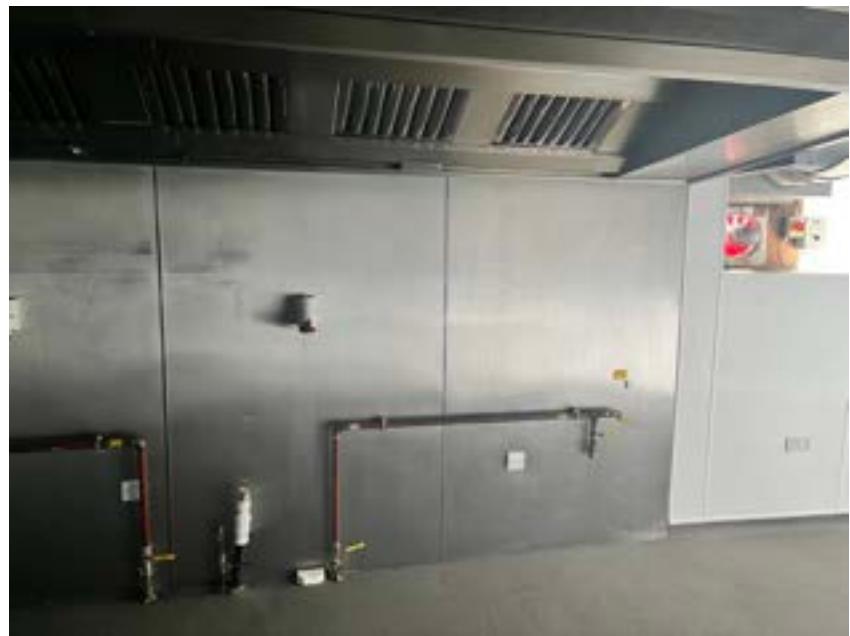
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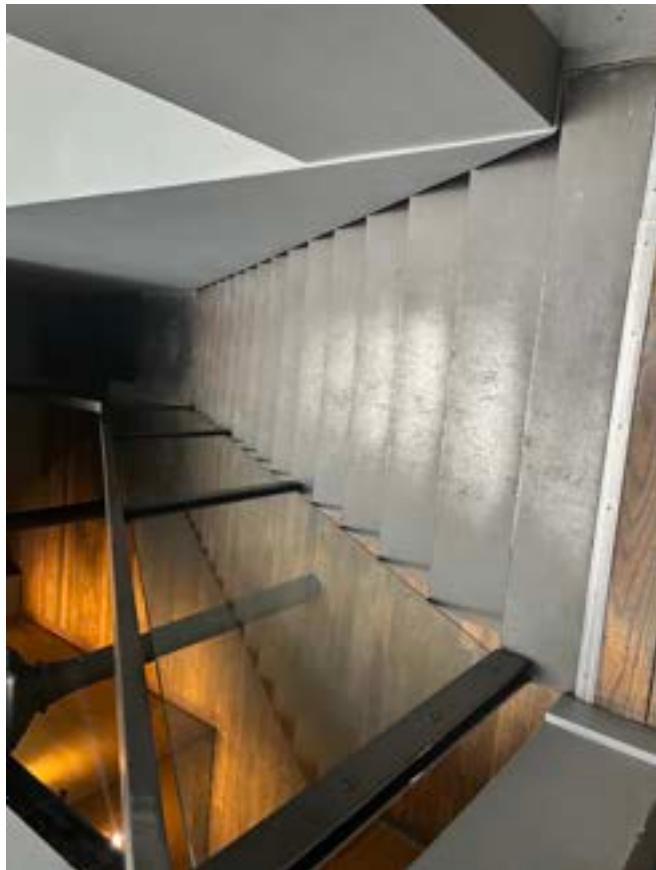


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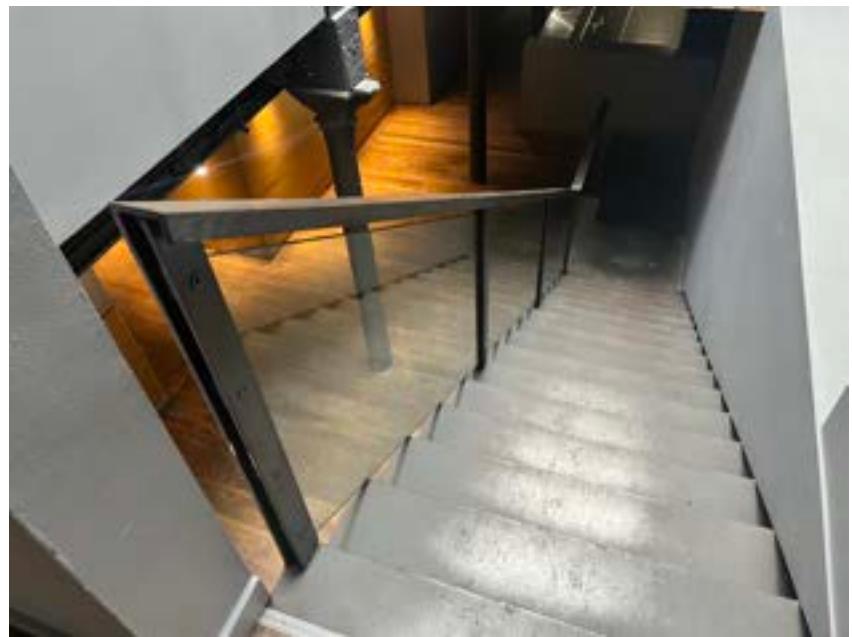
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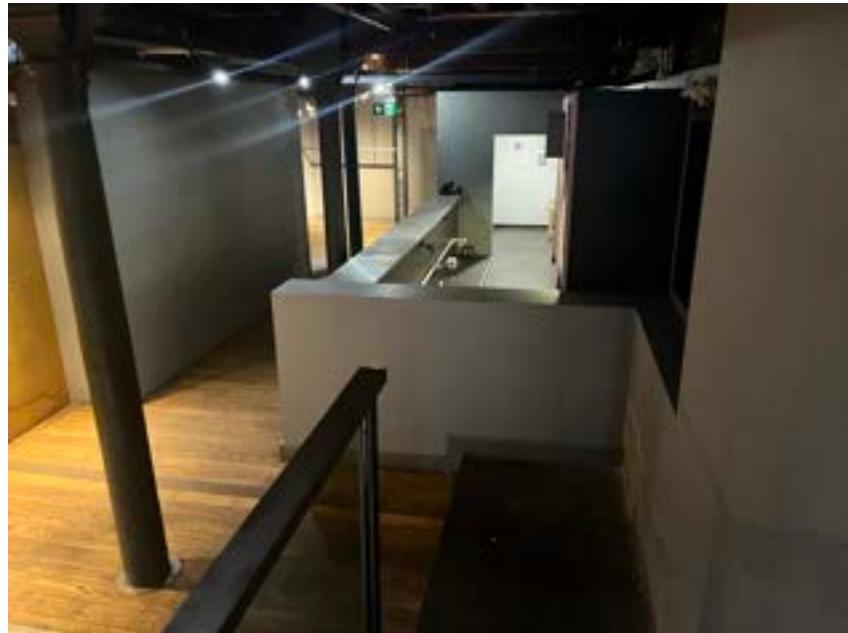


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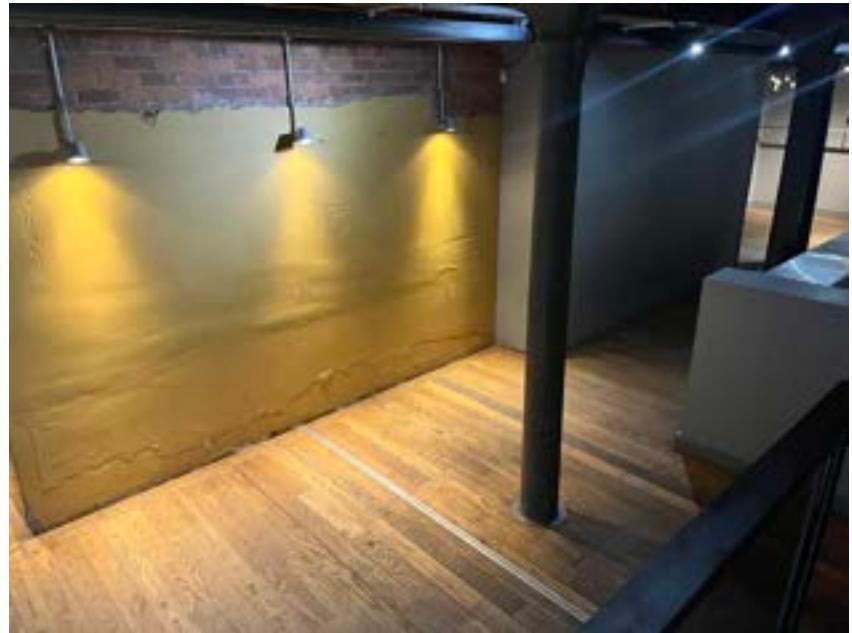
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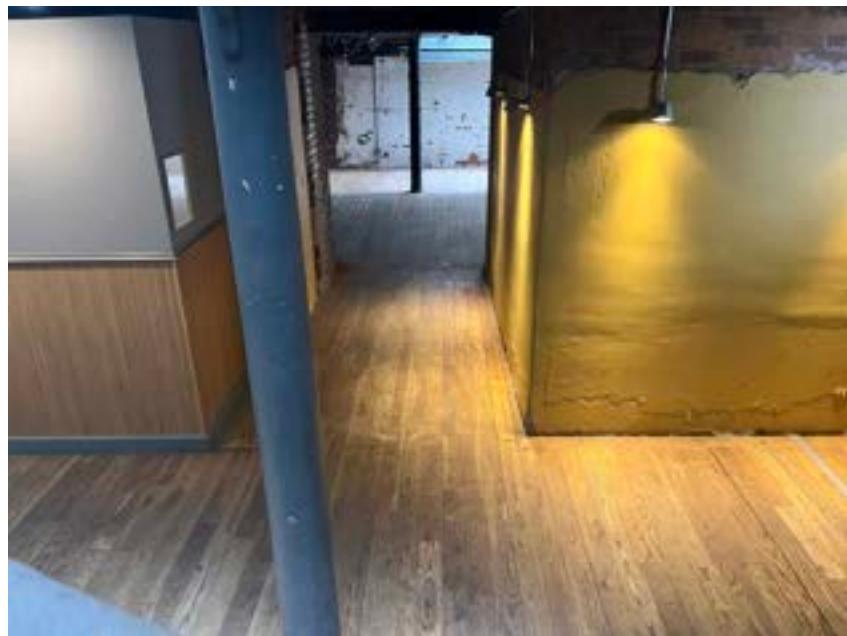


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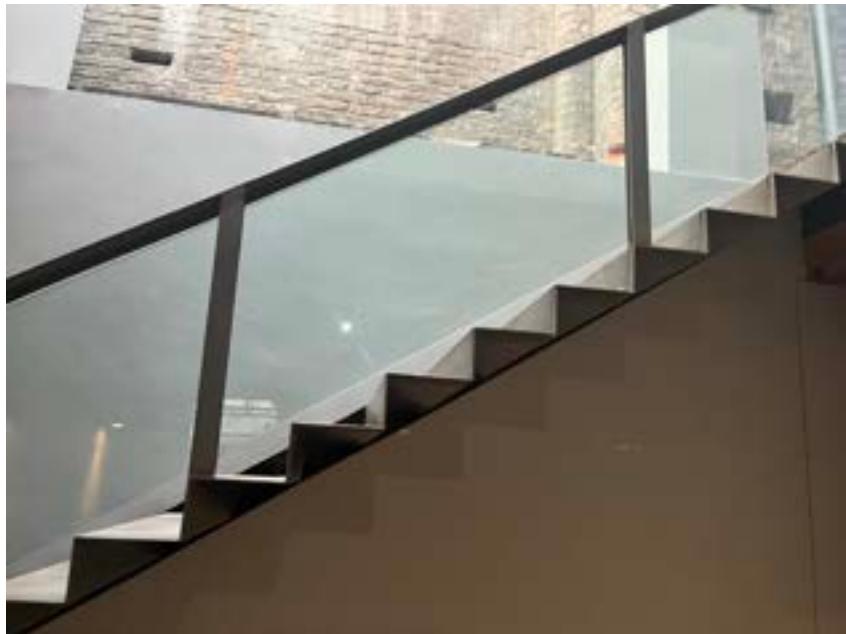


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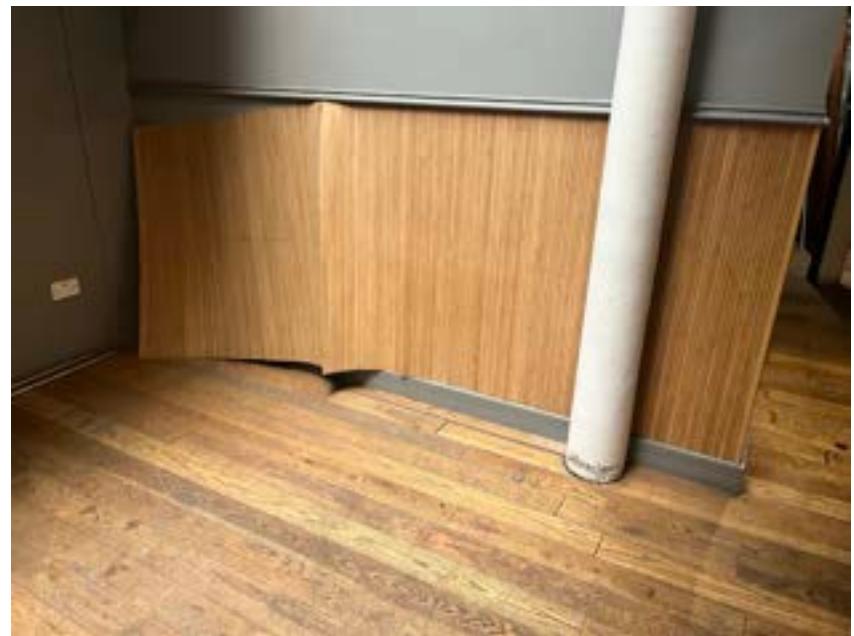
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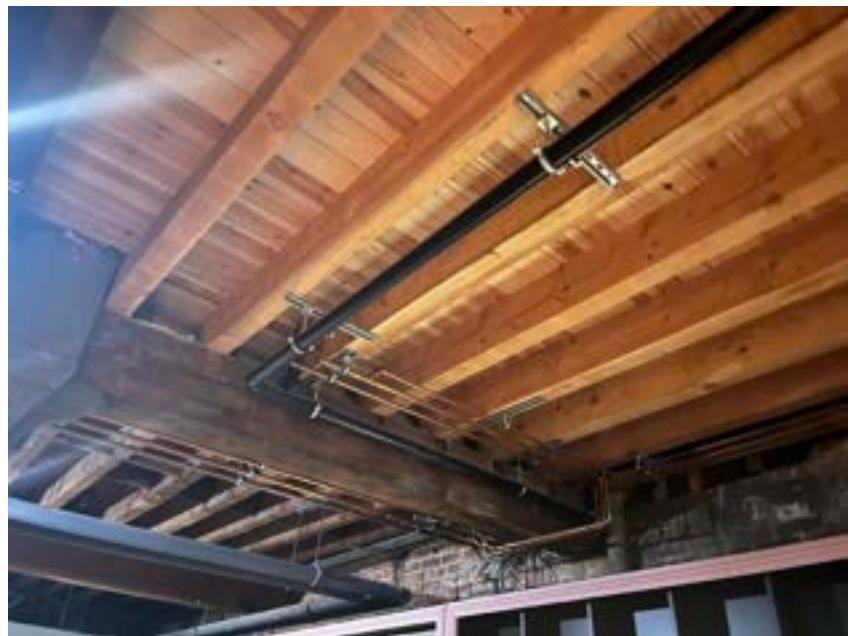


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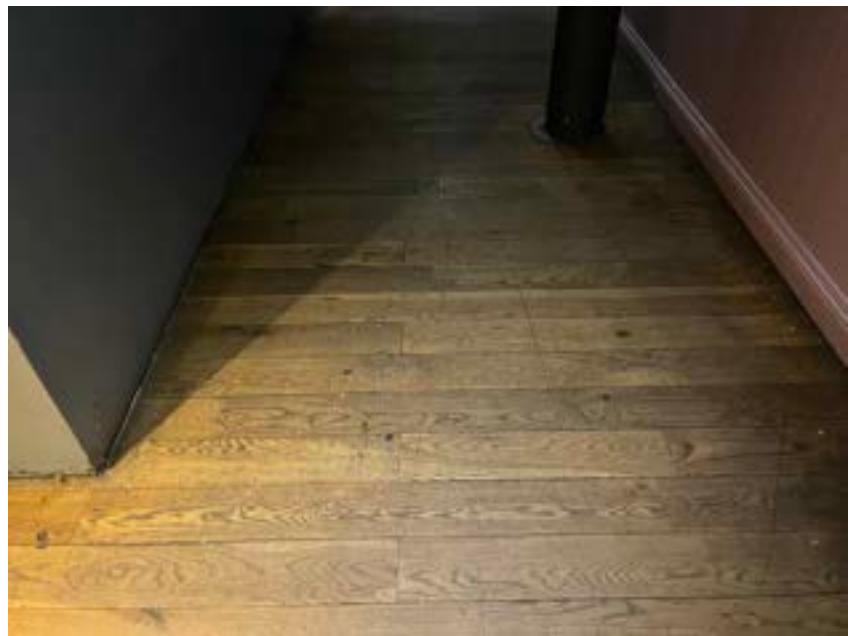


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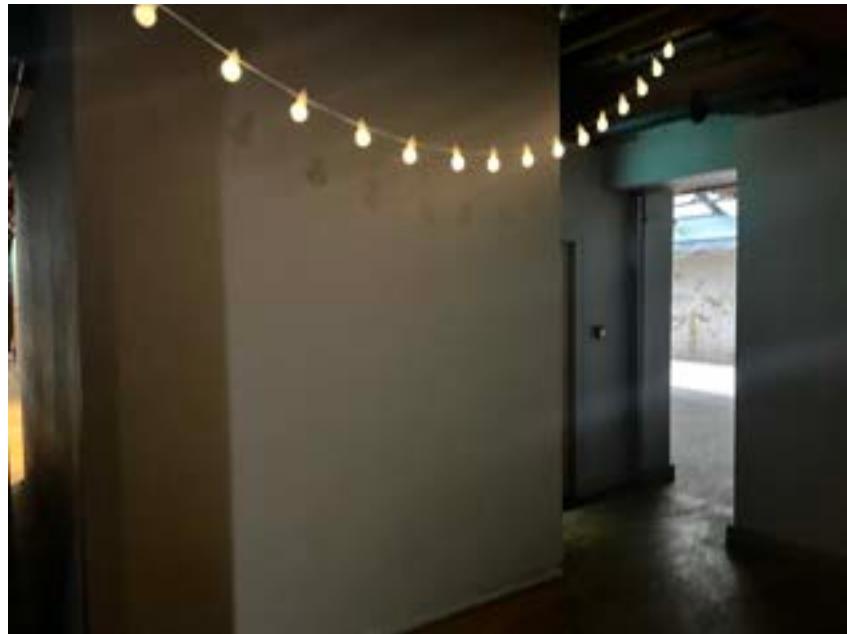


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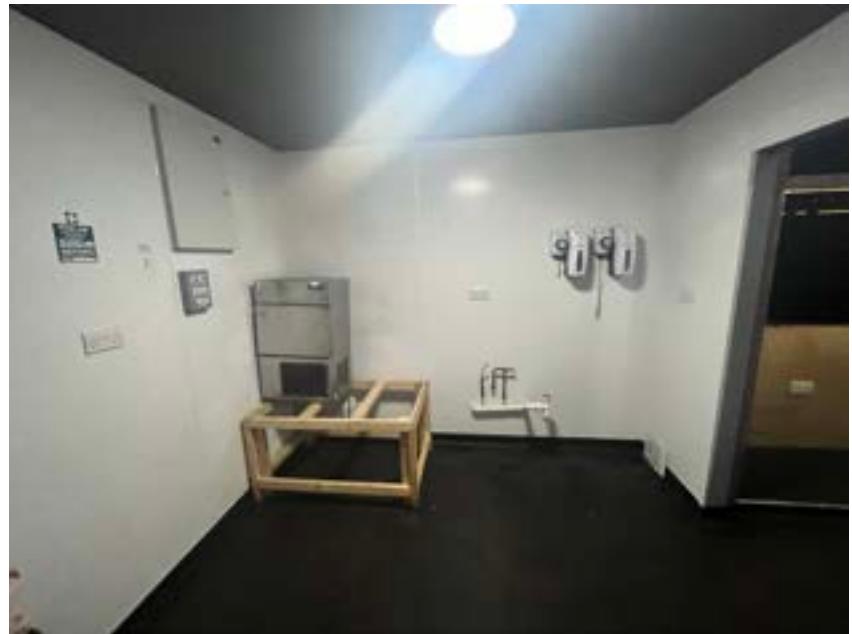
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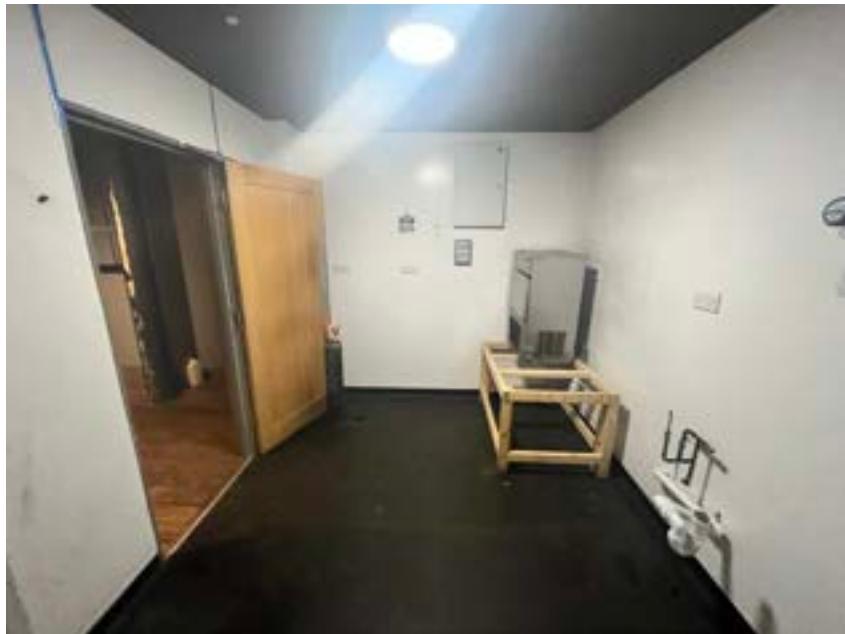


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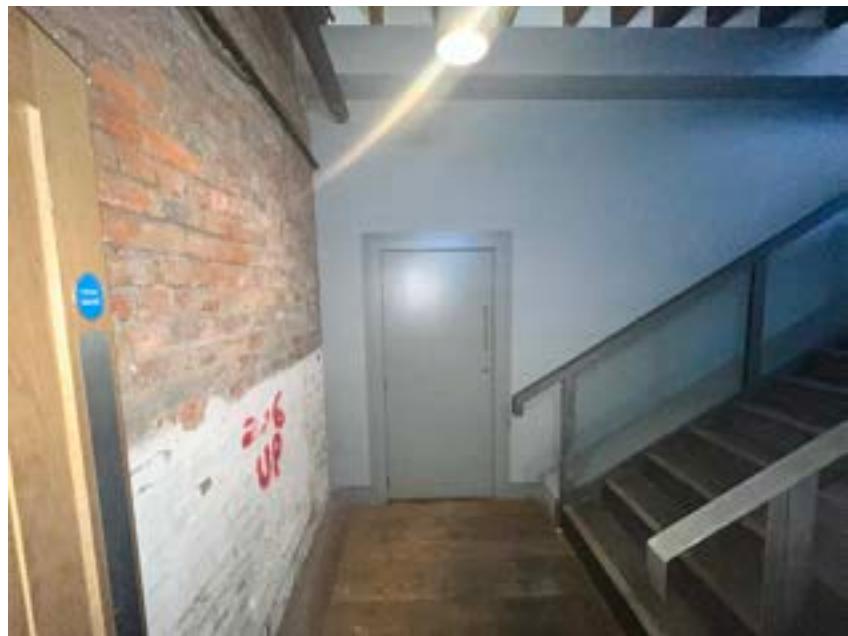


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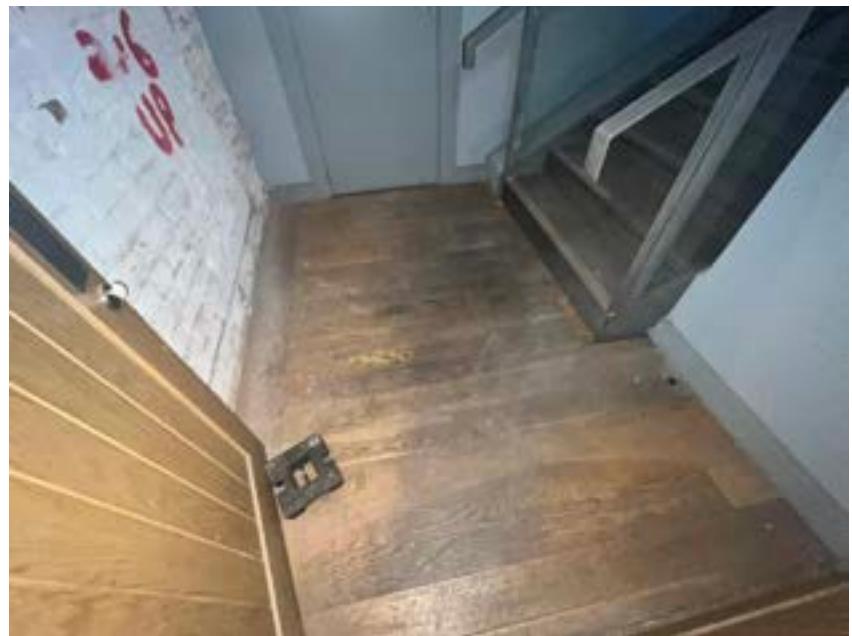
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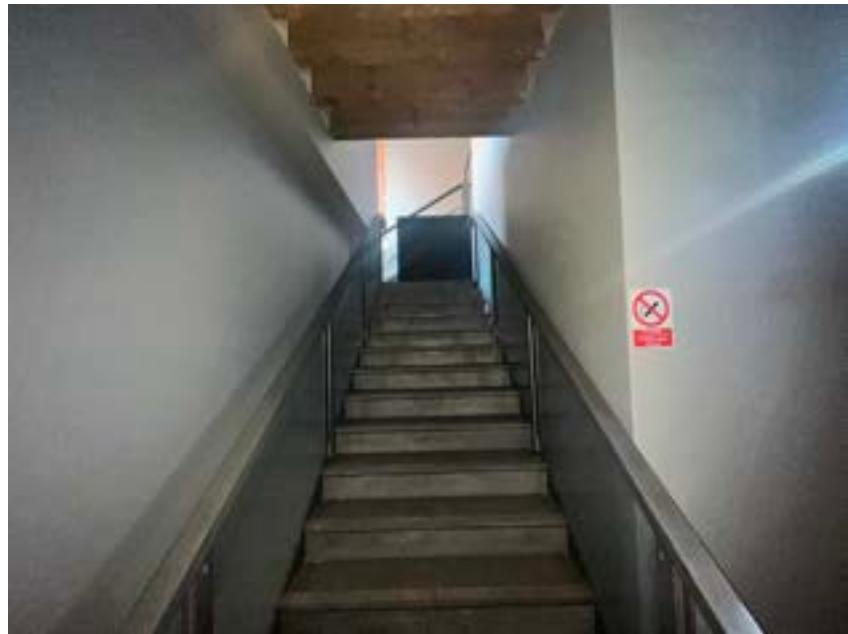


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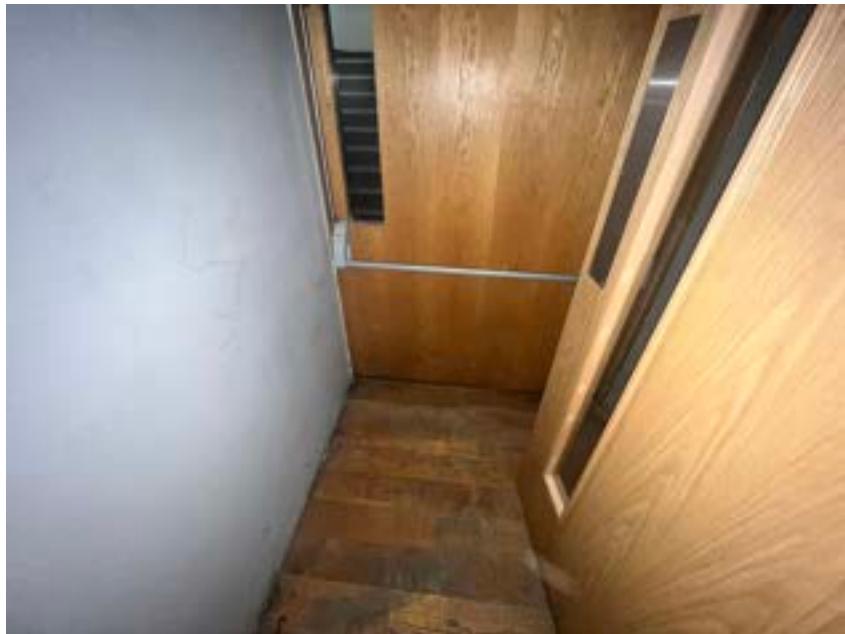


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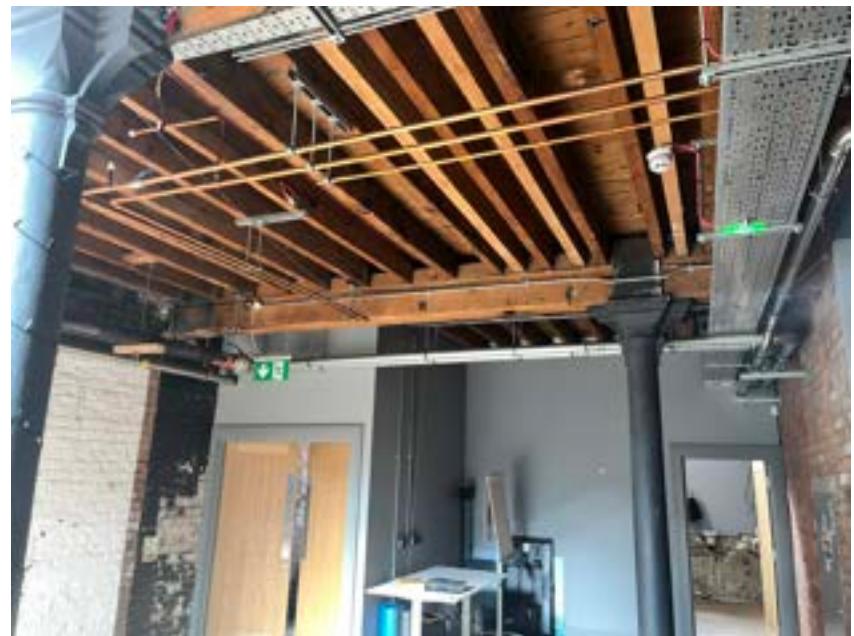
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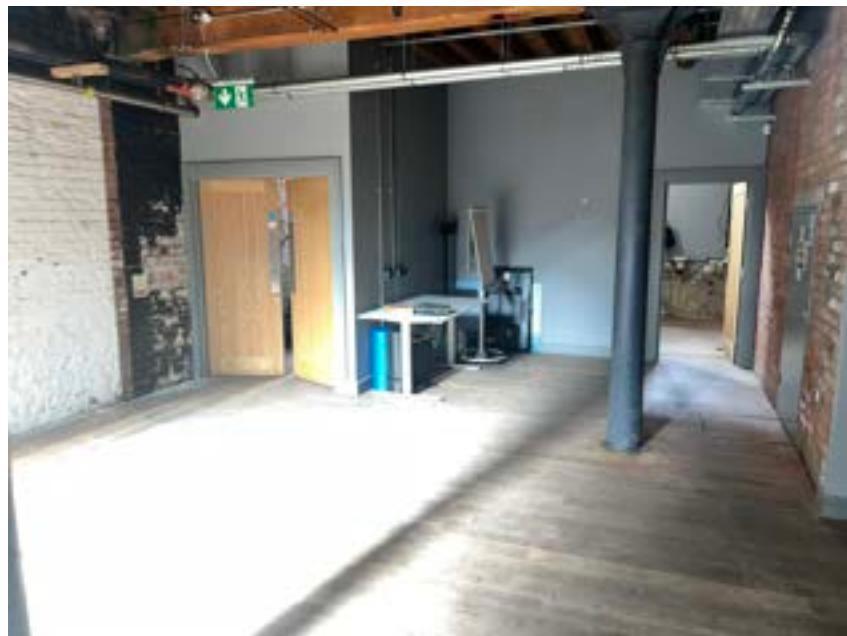


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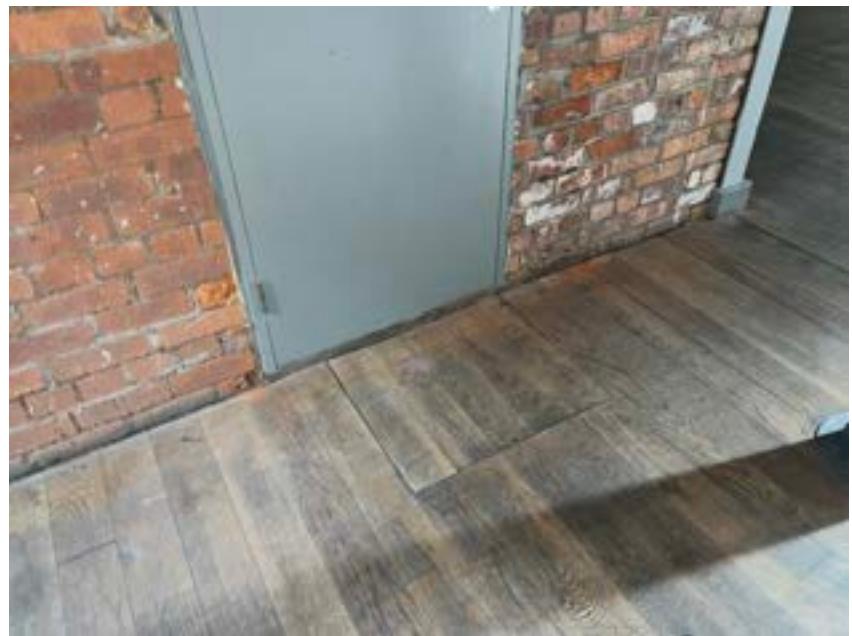
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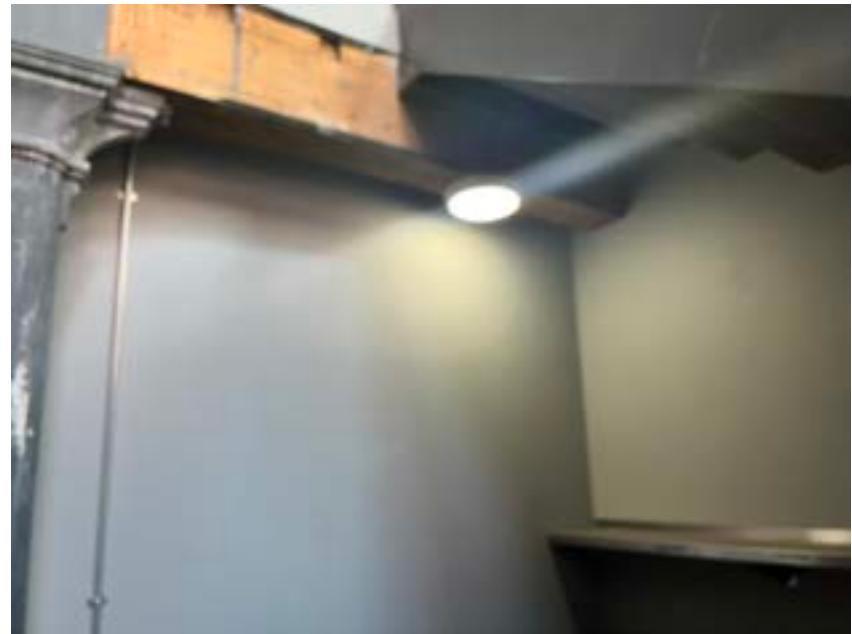
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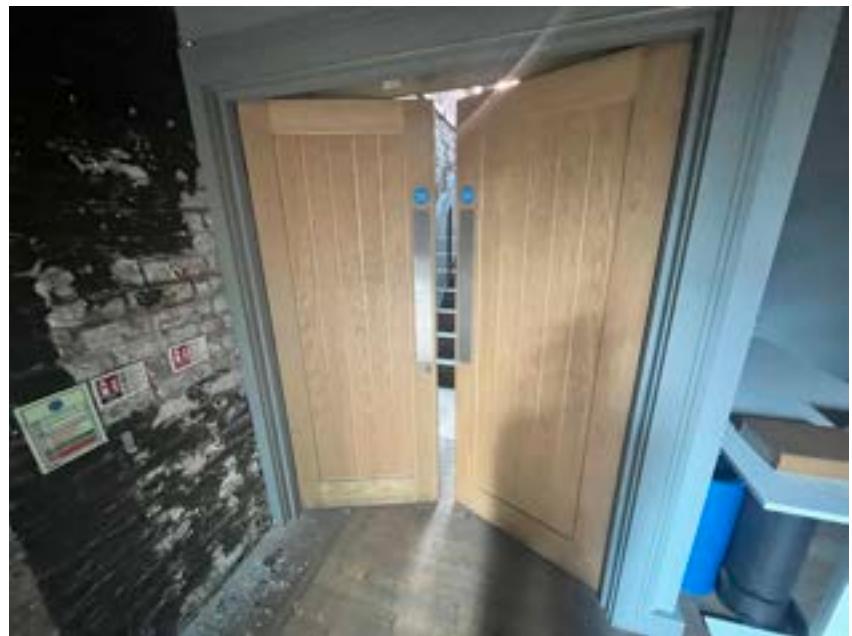
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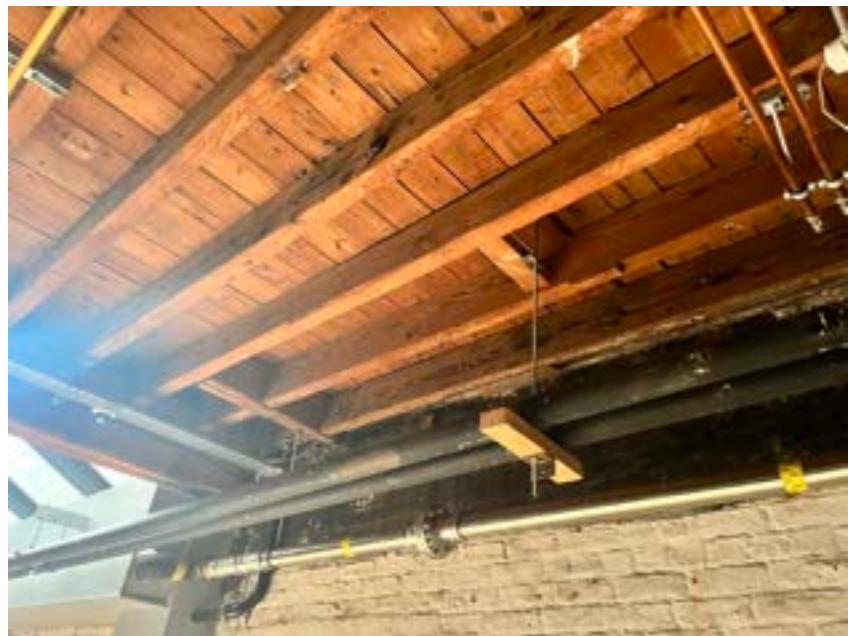


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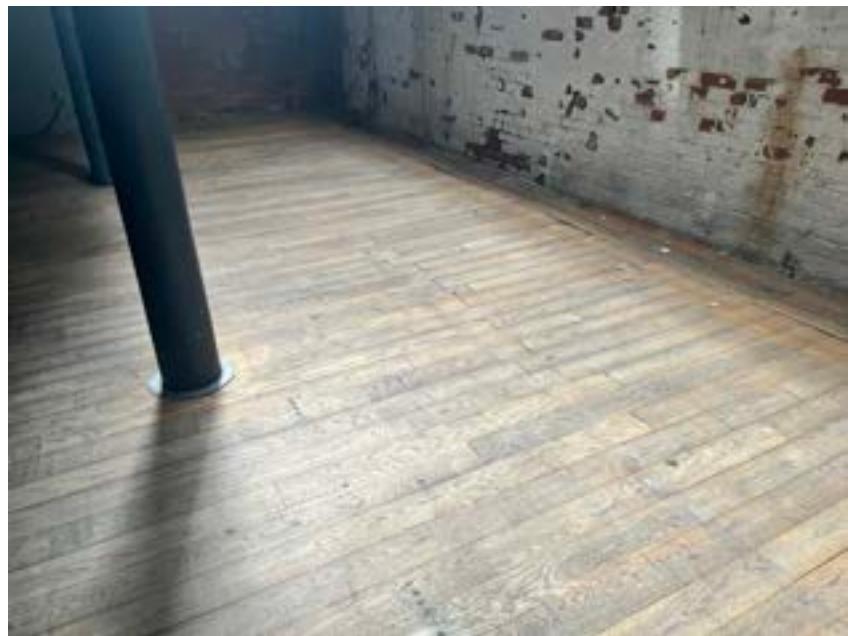


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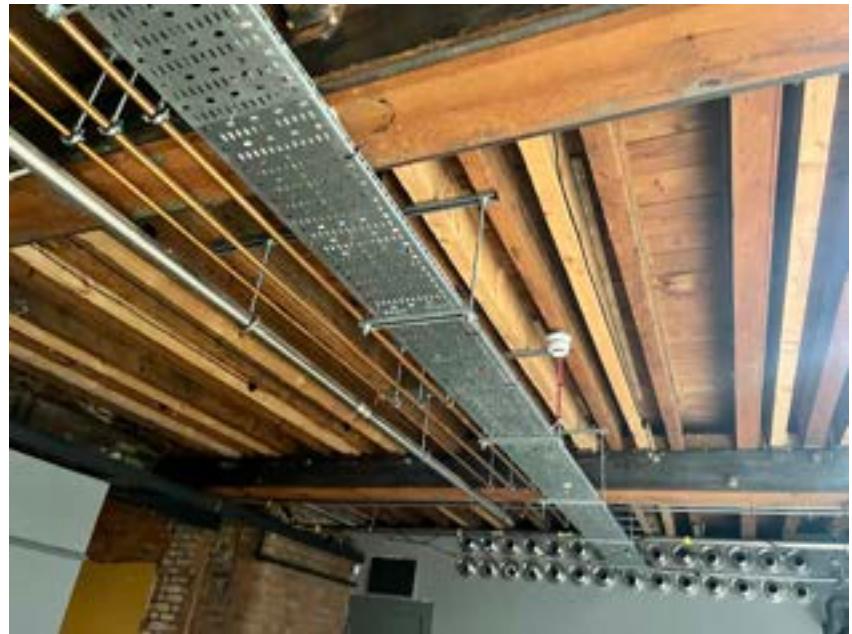
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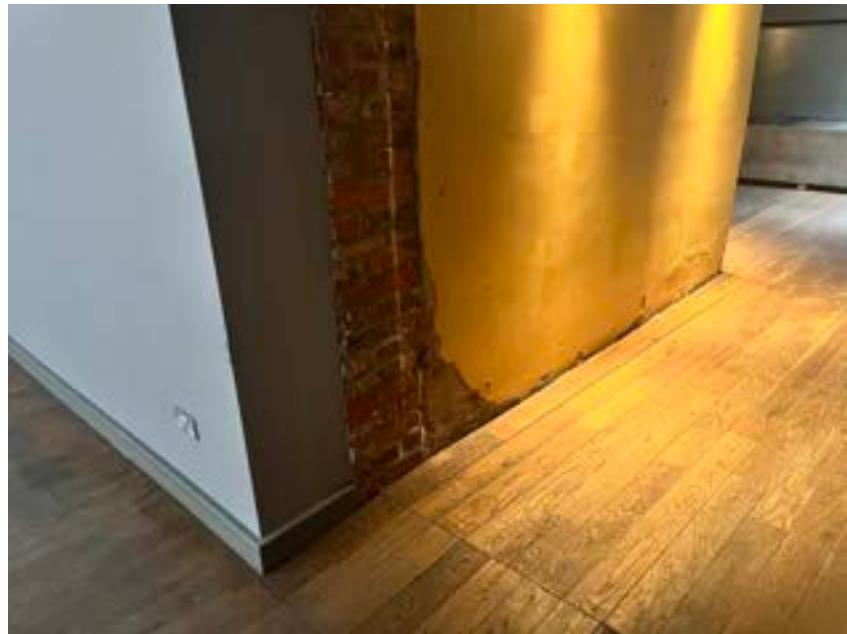


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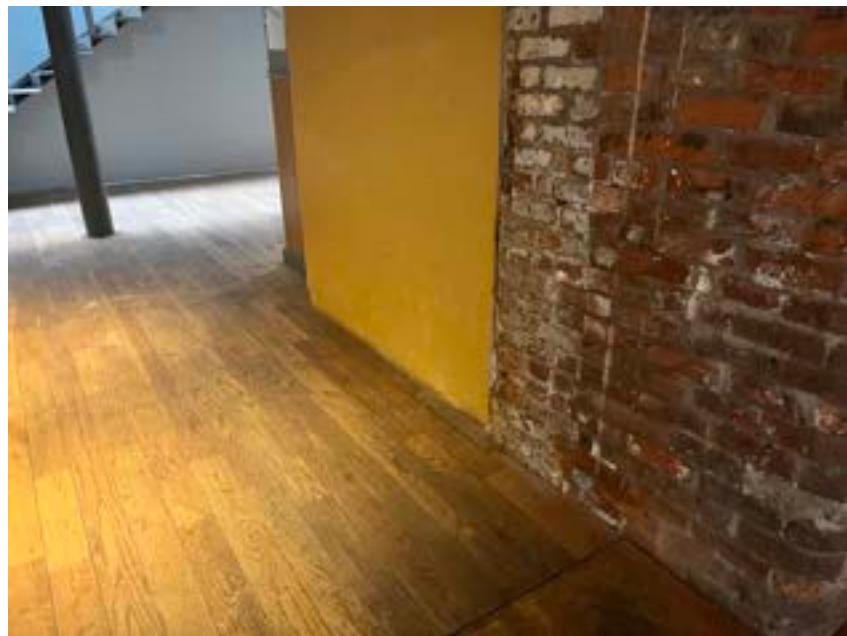


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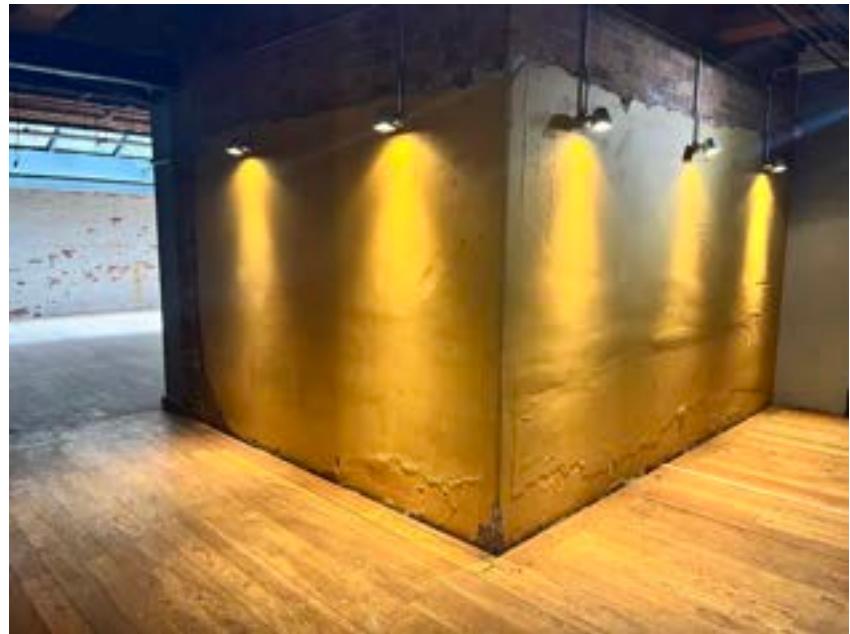
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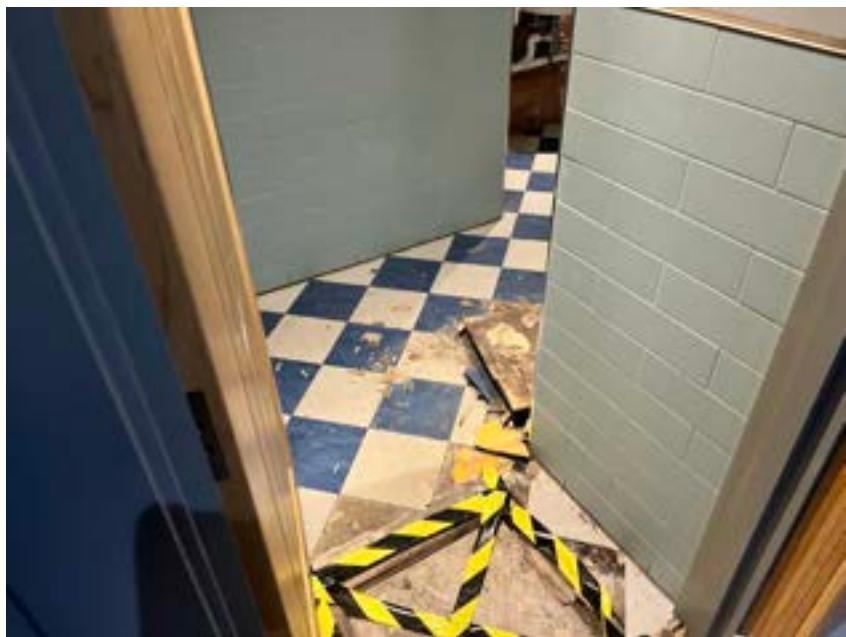


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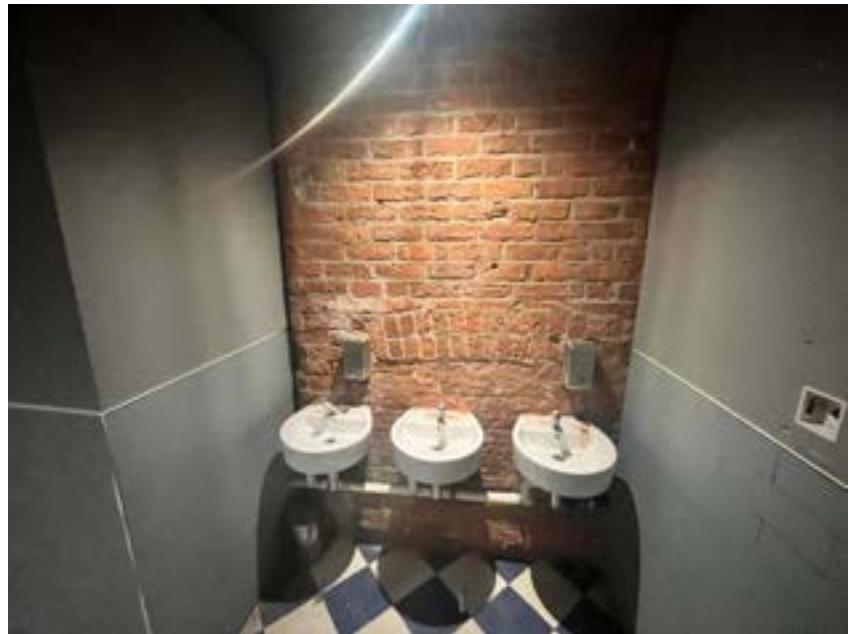


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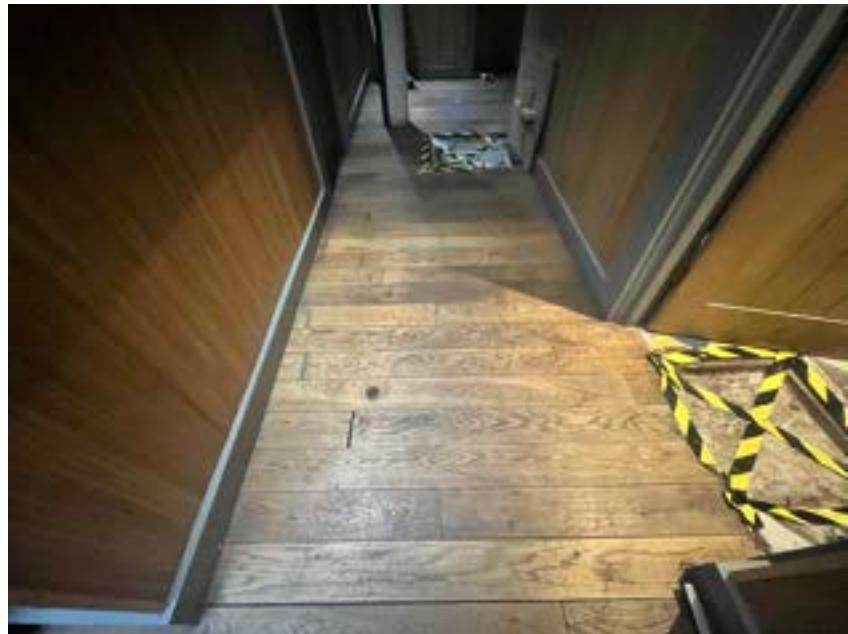


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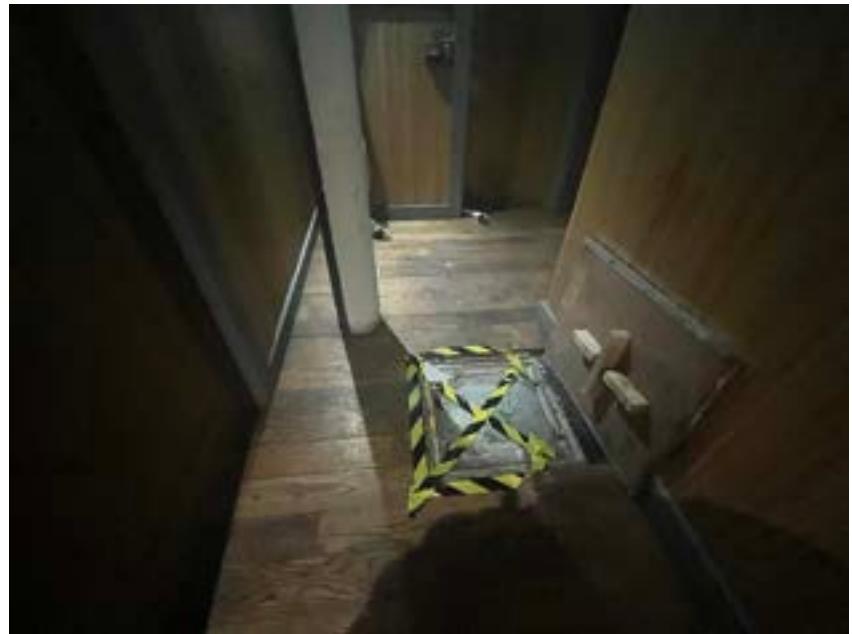
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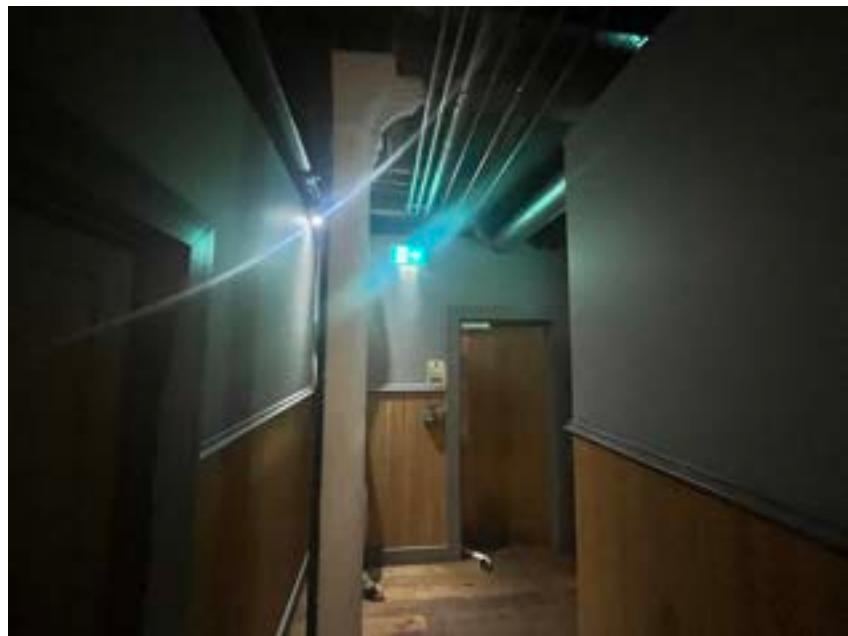


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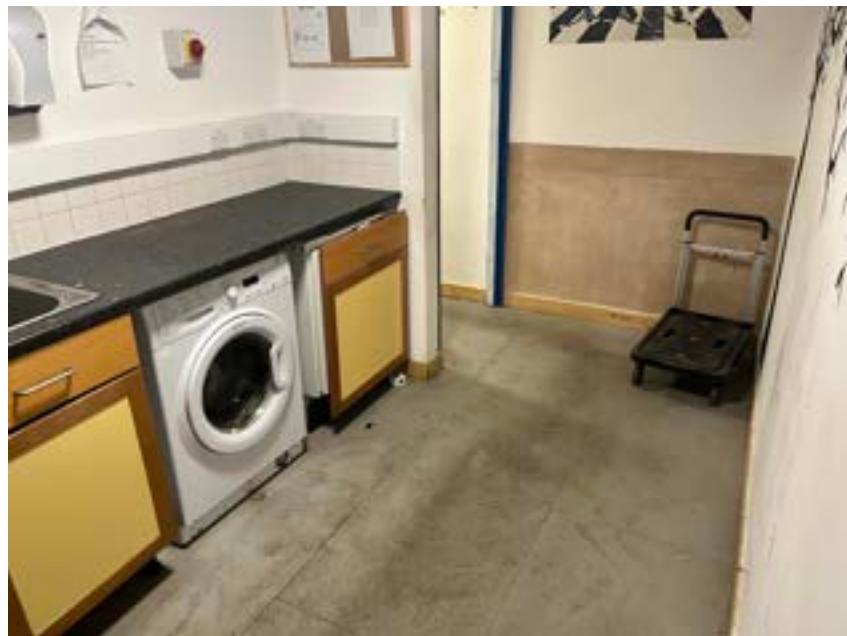


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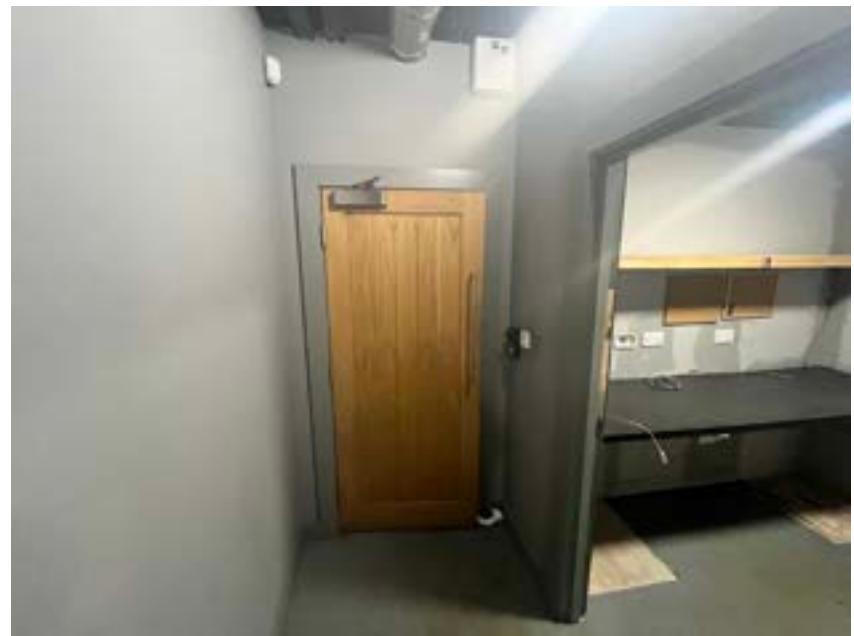
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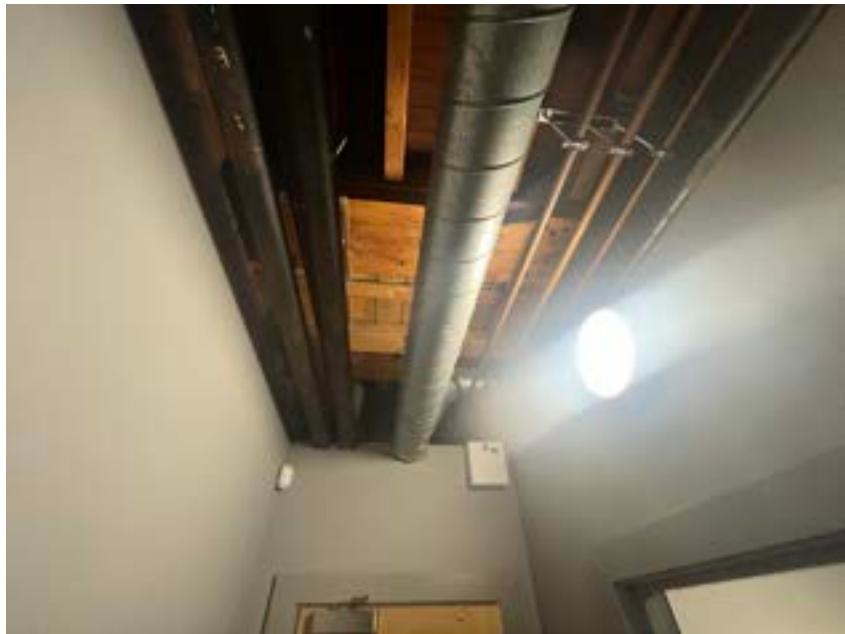


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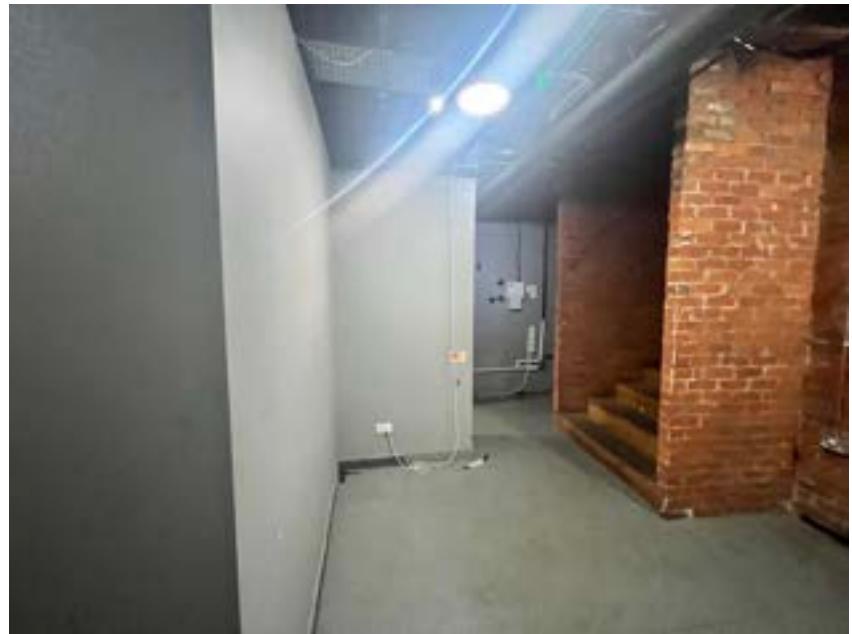
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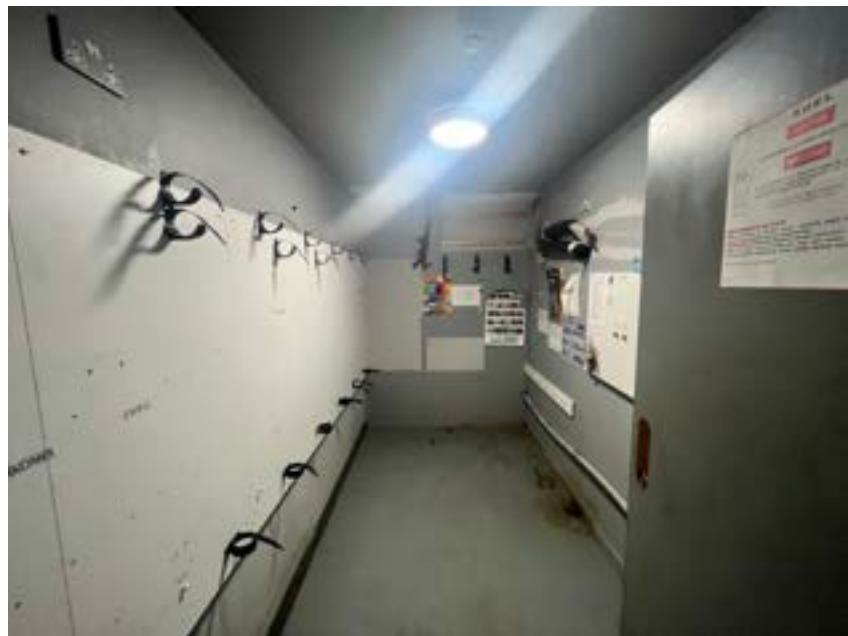


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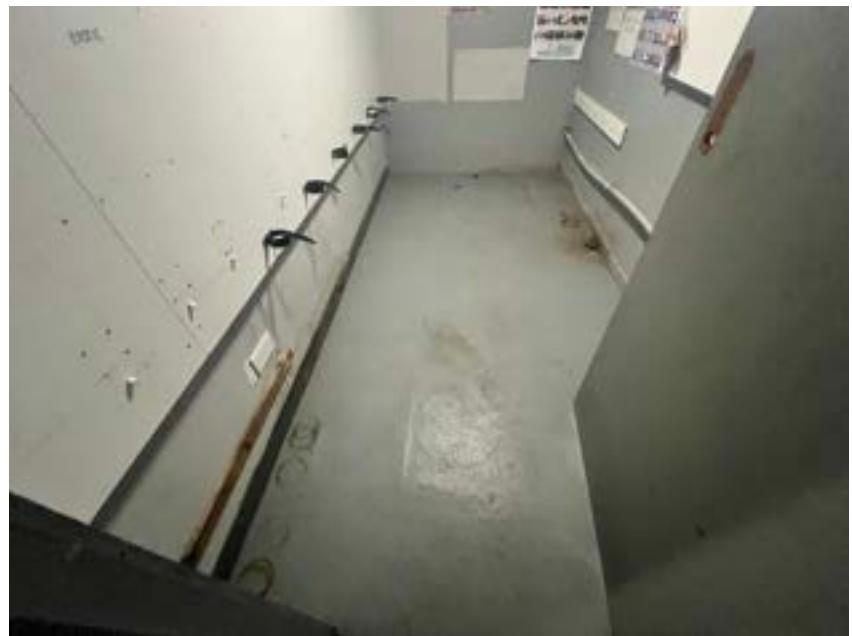
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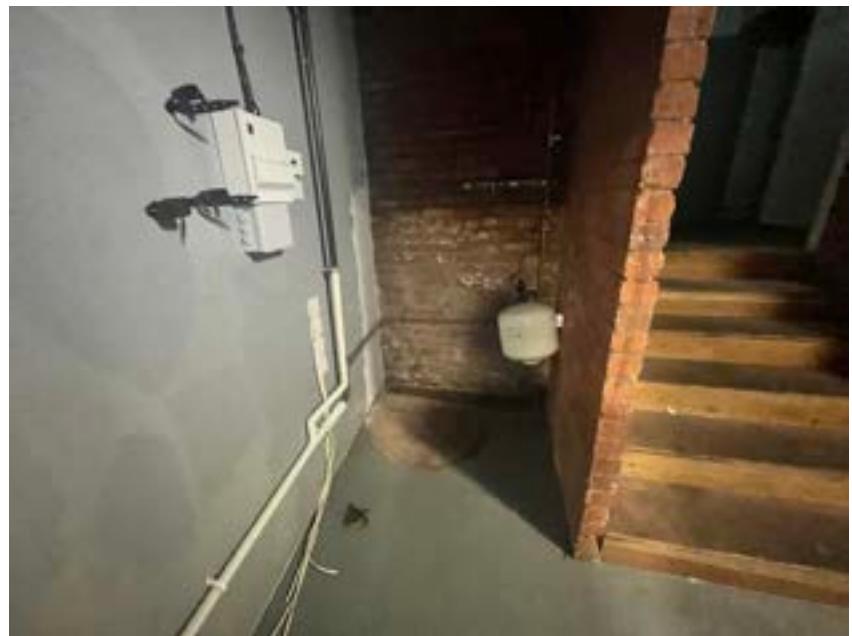
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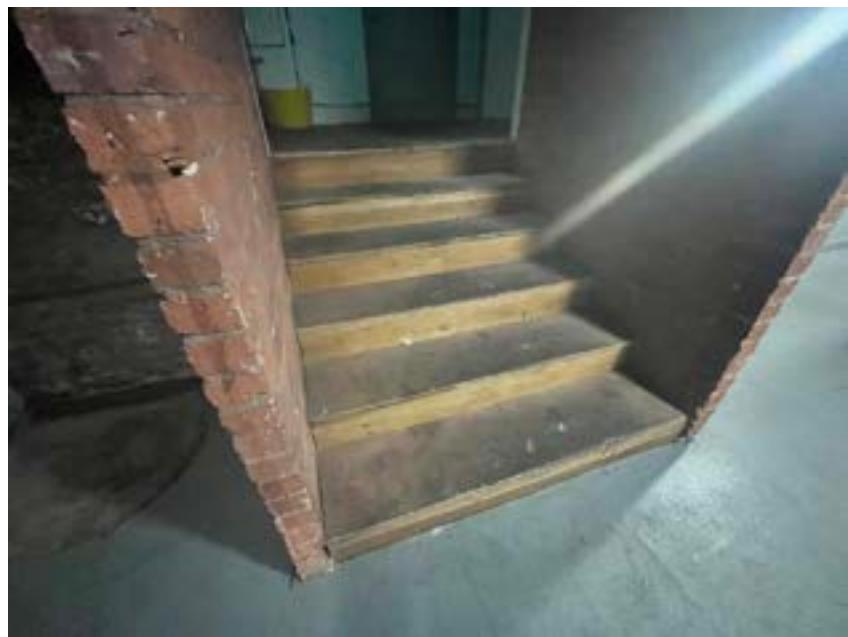


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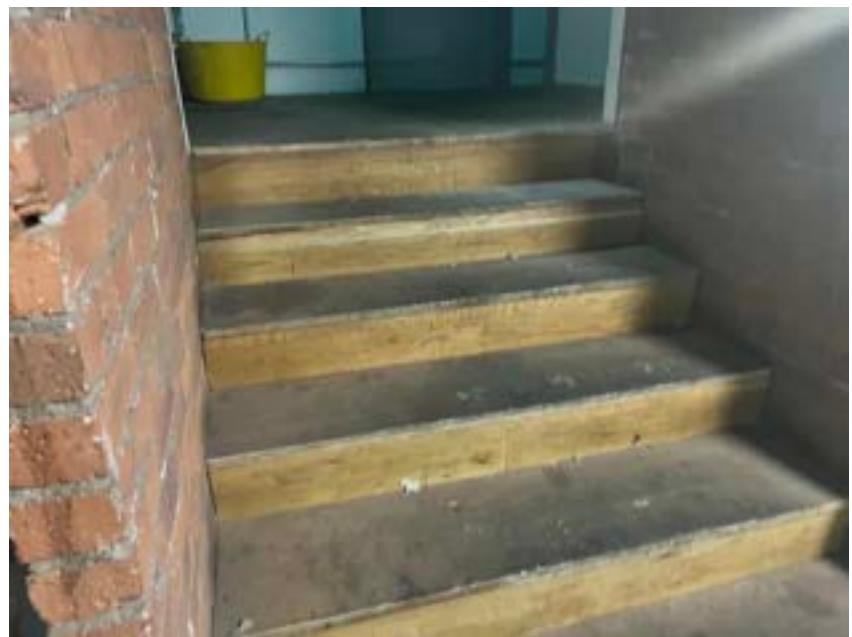
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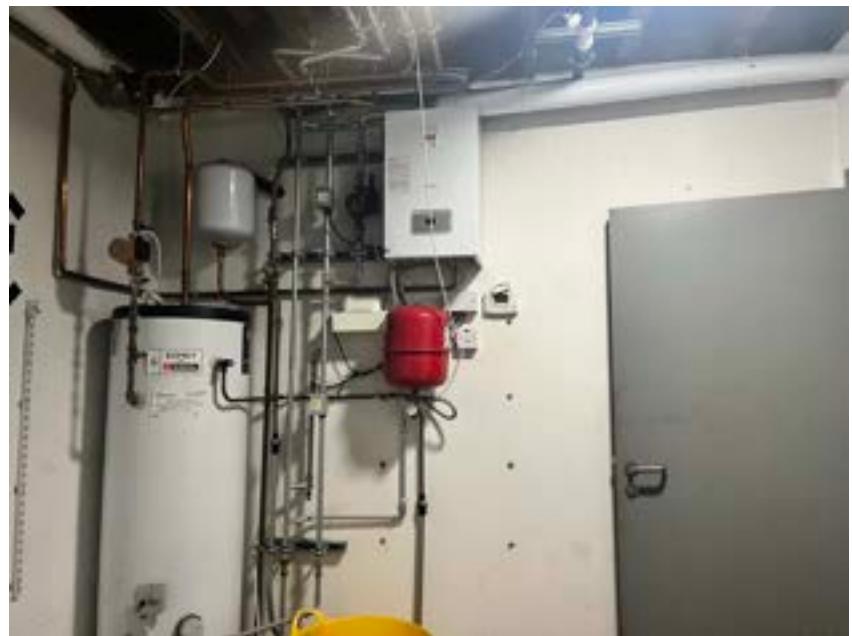
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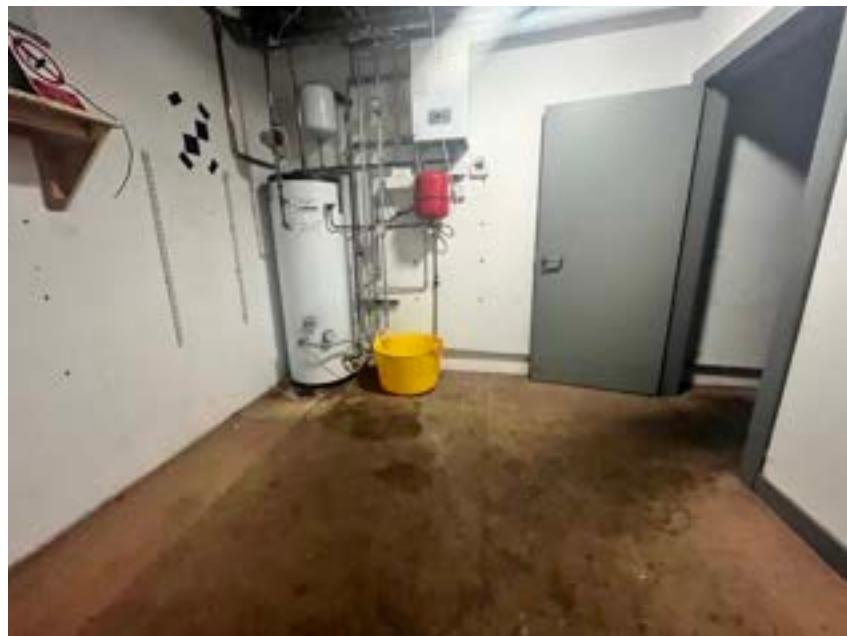


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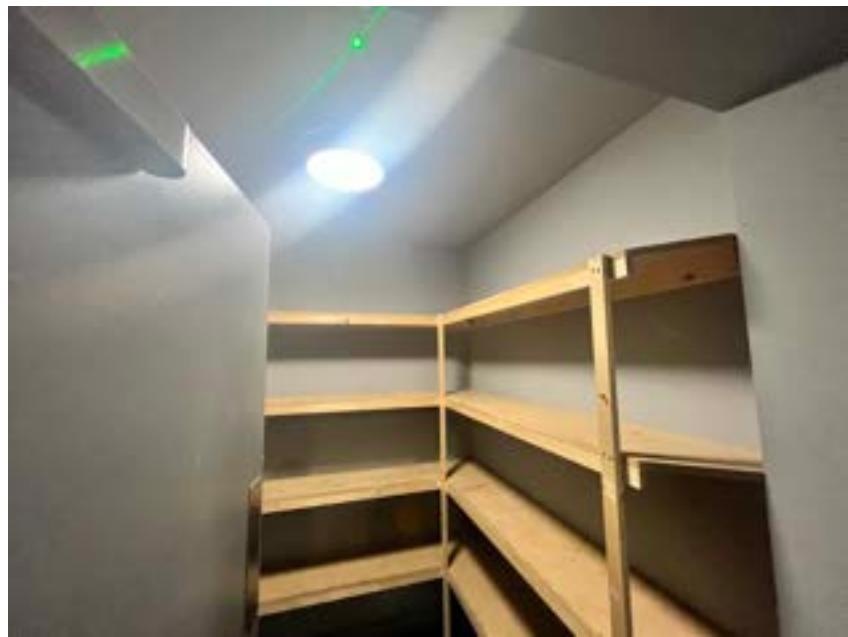


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