

Dated

27 October

2022

(1) Bruntwood 2000 Beta Portfolio Limited

(2) DLA Piper UK LLP

LEASE
relating to
Suite 3C, The Plaza, Old Hall Street
Liverpool, L3 9QJ

bruntwood
Works

SUMMARY SHEET

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| Date of Lease: | 27 October 2022 |
| Supplier: | Bruntwood 2000 Beta Portfolio Limited (Company No. 06022562) whose registered office is at Union, Albert Square, Manchester, England, M2 6LW (we or us) |
| Customer: | DLA Piper UK LLP (Company No. OC307847) whose registered office is at 160 Aldersgate Street, London, England, EC1A 4HT (you) |
| Premises: | Suite 3C on the third floor of the Building shown edged red on Plan A and described in clause 1.3 of this Lease |
| Building: | The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ shown edged blue on Plan B |
| Term: | A term of 5 years commencing on the Term Commencement Date |
| Term Commencement Date: | |
| Break Dates: | <p>26 October 2024 26 October 2025 26 October 2026 </p> <p>and 'Break Date' shall mean any of these dates as the context permits</p> |
| Rent: | <p>(a) From and including the Rent Start Date to and including 26 July 2023.....£68,937.50 a year exclusive of VAT 27 July 2023</p> <p>(b) From and including to and including 26 October 2024..... £137,875 a year exclusive of VAT 27 October 2024</p> <p>(c) From and including to and including 26 February 2025..... £68,937.50 a year exclusive of VAT 27 February 2025</p> <p>(d) From and including to and including 26 October 2025.....£137,875 a year exclusive of VAT 27 October 2025</p> <p>(e) From and including..... to and including 26 February 2026.....£68,937.50 per annum exclusive of VAT 27 February 2026</p> <p>(f) From and including..... to and including 26 October 2026.....£137,875 a year exclusive of VAT</p> |

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|----------------------------------|---|
| | <p>(g) From and including... 27 October 2026 to and including ... 26 February 2027 £68,937.50 a year exclusive of VAT</p> <p>(h) From and including... 27 February 2027 £137,875 a year exclusive of VAT</p> |
| Rent Start Date: | 27 January 2023 |
| Service Charge | The amount charged in accordance with Schedule 1 |
| On Account Service Charge | The amount charged in accordance with paragraph 2 of Schedule 1 |
| Permitted Use: | Offices within use class E(g)(i) of the Schedule to the Town and Country planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 and for storage ancillary to that use |
| Service Charge Cap: | The amount determined in accordance with paragraph 6 of Schedule 1 |
| Car Parking Charges: | £5,000 a year exclusive of VAT |
| CAT A Works | means the Supplier's Works (as defined in the Agreement for Lease) |
| CAT B Works | means the Customer's Works (as defined in the Agreement for Lease) |
| Agreement for Lease | means an agreement for the grant of this Lease dated 15 July 2022 and made between Bruntwood 2000 Beta Portfolio Limited (1) and DLA Piper UK LLP (2) |

This Lease is made on the date in the summary sheet

Between

- (1) **us**, the Supplier, and
- (2) **you**, the Customer

It is agreed

1 Main terms and definitions

- 1.1 The summary sheet on page 1 forms part of this Lease. The words and expressions on the summary sheet have the specific meanings set out against them. This Lease also applies to anyone who takes over from you as the tenant or us as the immediate landlord of you (your or our **successors in title**).
- 1.2 We let the Premises to you at the Rent for the Term.
- 1.3 The Premises include:
 - (a) the interior finishes of the external walls at the Premises
 - (b) the inner half of the non-load bearing internal walls dividing the Premises from other parts of the Building
 - (c) the plaster and other internal surfacing of any non-load-bearing walls columns and partitions within the Premises
 - (d) the interior finishes of load-bearing walls and columns within the Premises
 - (e) the floor screeds and any floor coverings
 - (f) the ceiling finishes and any suspended or false ceilings
 - (g) the doors, windows, door frames and decorative finishes on the interior of the window frames and fittings at the Premises but not the glass within any doors and windows on the exterior of the Building
 - (h) fixtures from time to time within the Premises together with all carpets and floor coverings provided by us (and the carpets and floor coverings replacing those provided)

- (i) any pipes, wires and equipment used for the reception, generation, passage and/or storage of utilities and all air conditioning, dry risers, security cameras and closed-circuit television apparatus within and exclusively serving the Premises

- (j) the **Terrace** being the area shown hatched green on Plan A but only including:

- (i) all surfacing materials and finishes on the floors;
- (ii) the balcony or balustrade bounding such area

and excluding:

- (iii) airspace extending above 2.4 metres above the surface of such area;
- (iv) all external and structural walls and features bounding such area;
- (v) all other parts beneath the surfacing materials and finishes on the floors;

but the Premises exclude:

- (k) all load bearing and exterior walls and the floors and ceilings of the Premises (other than those included above);
- (l) all structural parts of the Building;
- (m) the entirety (subject to clause 1.3(c)) of any non-structural walls separating the Premises from other parts of the Building;

- (n) the airspace between the lower surface of the raised floor systems and the floor slab immediately below the Premises;
- (o) the airspace between the upper surface of the suspended ceiling systems and the floor slab immediately above the Premises; and
- (p) fire detection, alarm and sprinkler systems (if any) installed by us in the Premises and any alterations or additions to such equipment made by us and whether or not the same exclusively serve the Premises.

2 Rights

- 2.1 You can use the entrances, lobbies, halls, stairways, landings, corridors, lifts, lavatories, kitchens, refuse areas, fire escapes, pedestrian ways, forecourts, roadways, ramps, landscaped areas forming part of the Building and which we (acting reasonably) designate for shared use (**Shared Areas**) provided that you will always have a right of pedestrian access and egress from and to the adopted highway maintainable at the public expense to and from the Premises. You can also use any equipment, ducts, flues, gutters, pipes, sewers, cables, wires or other ways of carrying water, waste, gas, electricity, data, communications and other services at the Building (**Service Media**) to or from the Premises which are in place at the date of this Lease or may in the future be in place, but you must not move, damage or interfere with the Service Media. You must use all of these in a reasonable and proper way, in line with any reasonable regulations we set.
- 2.2 You can park 2 cars (including 4x4s) or motorbikes in two spaces within the car park of the Building and we will allocate such spaces in the car parking spaces to you, subject to the provisions of clause 2.3, provided that each space is accessible and suitable for use by a private motor car (including a 4x4).

- 2.3 We have the right to alter or close any Shared Areas as long as we provide other suitable facilities, unless this is not possible because of an emergency but in such circumstances we shall use all reasonable and commercially prudent endeavours to provide other suitable facility as soon as reasonably practicable. We also have the right to use (and repair, alter or replace) any Service Media which serve the Premises or the Premises along with other premises and to relocate the car parking spaces you are permitted to use.

- 2.4 We also have the right to enter the Premises for the purposes and on the terms set out in this Lease.

- 2.5 We have 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 you or any other occupier of the Premises provided that it does not materially affect your use of the Premises for the Permitted Use

- 2.6 We have the right to attach scaffolding to any part of the Building in the exercise of any of the rights excepted and reserved in this Lease provided that such scaffolding shall not materially affect your use and enjoyment of the Premises;

- 2.7 We reserve all rights of light and air over other land or premises;

- 2.8 We have the right to allow any operation enterprise item facility or service to operate from the Shared Areas and promotional marketing seasonal or other commercial activities and events to occur on the Shared Areas.

3 Our responsibilities

We are responsible for the following:

- 3.1 you can use the Premises during the Term without any interference from us or any person lawfully claiming under or in trust for us;
- 3.2 during the Term, we will insure (with a reputable insurer) the Building (except

- the contents of the Premises owned by you and any part installed by or on behalf of you) to cover against fire and other risks that we will decide (acting reasonably);
- 3.3 we will use all reasonable and commercially prudent endeavours to:
- (a) keep the Shared Areas and the structural parts of the Building (including the parts of the Building referred to in clause 1.3(j)(iii)-1.3(j)(v) (inclusive)) in repair;
 - (b) provide heating to the internal areas of the Building during such periods of the year and at such reasonable times we consider appropriate (acting reasonably);
 - (c) keep the internal areas of the Building clean, and to clean the outside of the windows of the Building and the windows in any Shared Areas as often as we consider appropriate (acting reasonably);
 - (d) keep the internal areas of the Building reasonably well lit at all reasonable times;
 - (e) keep the lifts within the Building in reasonable working order;
- 3.4 we will use all reasonable and commercially prudent endeavours to repair and maintain: (i) the Shared Areas; (ii) the CAT A Works and (iii) the Service Media up to the point where they enter the Premises but:
- (a) we do not have to: (i) undertake any repairs to the Premises save that we will use all reasonable and commercially prudent endeavours to repair damage to the Premises and the CAT B Works where damage is caused by us or due to defects in or the disrepair of the Building (including its structural parts and the parts of the Building referred to in clause 1.3 (j)(iii)-1.3(j)(v) (inclusive)); (ii) repair any damage you cause
 - (b) we are not responsible for any interruptions in any services that are caused by events beyond our control but we will take reasonable steps to restore the services as soon as reasonably practicable.
- 3.5 we will promptly carry out any reasonably necessary repairs to the air conditioning equipment at the Premises;
- 3.6 we will procure that the interests of tenants in the Building generally are noted on the insurance policy for the Building and take reasonable steps to procure that the insurers waive any rights of subrogation they might have against you;
- 3.7 on one occasion on or around the start of the Term, we will install signage, including your name and logo immediately outside the entrance to the Premises in a location and form which you approve provided that such signage shall be in the house style for the Building. We will also as soon as reasonably practicable following your request and at your reasonable cost, alter such signage to show any change of your name and/or logo but shall not be required to do this more than twice during the Term;
- 3.8 On one occasion at the start of the Term we will procure that your name will appear on any directory board in the reception to the Building. We will also, as soon as reasonably practicable following your request and at your reasonable cost, alter such signage to show any change of your name and/or logo but shall not be required to do this more than twice during the Term;
- 3.9 when exercising our rights of entry onto the Premises under this Lease, we shall (and shall procure that our employees, agents and anyone authorised by us shall):
- (a) give you reasonable prior written notice of at least 5 working days (except in the case of emergency, when we

- will give as much notice in writing as may be reasonably practicable);
- (b) observe the reasonable requirements of you (but where that includes being accompanied by a representative of you, you must make that representative available);
 - (c) cause as little interference to your business as reasonably practicable;
 - (d) cause as little damage as reasonably practicable; and
 - (e) repair any physical damage we (or our employees, agents and anyone authorised by us) cause as soon as reasonably practicable to your reasonable satisfaction;
- 3.10 if a latent defect arises in the Building or the CAT A Works or the CAT B Works which is covered by warranties given by a contractor or consultant, we will take reasonable steps in accordance with good estate management to enforce those warranties with a view to minimising the cost which would otherwise form part of the Service Charge. For the avoidance of doubt any sums we recover pursuant to such warranties will be expended in remedying the defect in question and to the extent the cost of remedying the defects has already been included in the Service Charge, it will be set off or credited against future demands for Service Charge.
- 3.11 We shall comply with our obligations in Schedule 1.
- 4 Your responsibilities**
- You are responsible for the following:
- 4.1 you must pay the Rent, Car Parking Charges and the On Account Service Charge in four equal instalments, in advance, on 25 March, 24 June, 29 September and 25 December in each year of the Term. The Rent will commence on the Rent Start Date shown in the summary sheet;
 - 4.2 you must pay within 10 working days of our written demand:
 - (a) a reasonable and proper proportion of the reasonable cost we incur in insuring the Building for its full reinstatement cost;
 - (b) a reasonable and proper proportion of the reasonable cost we incur in insuring against public liability for any matter relating to the Building;
 - (c) the reasonable cost we incur in insuring against loss of the Rent and the Service Charge for a period of 3 years; and
 - (d) a reasonable and proper proportion of the reasonable costs we incur in obtaining any valuation of the Building for insurance purposes;
 in each case, the cost is ascertained before any commission which we may benefit from;
 - 4.3 you must pay us for the cost of all of the electricity used at the Premises (we will invoice you monthly for electricity);
 - 4.4 you must pay all the charges for all gas, water, foul water, surface drainage and similar services you use on the Premises;
 - 4.5 you must pay all water rates, business rates, taxes and other amounts relating to the Premises (and to any car parking spaces that you are entitled to use) including any amount set after the date of this Lease. You must pay these amounts, on time, to the relevant authority;
 - 4.6 at the same time that you pay the Rent, and any other amount you have to pay under this Lease, you must also (subject to receipt of a valid VAT invoice) pay any VAT due on those sums;
 - 4.7 you must not set off any part of the Rent or any other amount you have to pay under this Lease for any reason unless required to do so by law;
 - 4.8 you must pay interest on any Rent or any other amount you have to pay under this Lease which is overdue for ten working days after its due date. The interest will be 3% a year above the base rate of The Royal Bank of

- Scotland plc, for the period from the due date until you pay it;
- 4.9 you must use the Premises carefully and you must keep all parts of the Premises neat and tidy, decorated and in good repair and condition provided that you shall not be responsible for any disrepair:
- (a) caused by any inherent or latent defects to the CAT A Works, CAT B Works or the Building; or
 - (b) any disrepair to the parts of the Building which are not demised to you by this Lease;
 - (c) any disrepair caused by us;
 - (d) which is our responsibility under clause 6.2; or
 - (e) to any air conditioning equipment at the Premises which has been installed by us **save that** you will reimburse us for the reasonably and properly incurred cost of repairing any damage you cause to the air conditioning equipment or is caused because you have not complied with this clause 4.9; and
- all repairs and decoration must meet our reasonable standards;
- 4.10 you must observe and adhere to all Acts of Parliament, orders, regulations, bye-laws, rules and any other legislation that applies to the Premises and how you use them. You will carry out any work which is required by law to be carried out by the tenant and not do anything which may mean that work needs to be carried out on the Premises or at the Building;
- 4.11 you must give us, promptly, a copy of any notice you receive relating to the Premises or the Building;
- 4.12 subject to clauses 4.13 and 4.14, you must not alter the Premises inside or outside or add anything to it, inside or outside save that you may make internal, non-structural alterations to the Premises (which do not adversely affect any EPC or air conditioning inspection report we hold) with our written consent (which we will not unreasonably withhold or delay) and, for the avoidance of doubt, we consent to the CAT B Works;
- 4.13 you must not display any signs notices posters or advertisements at the Premises which are visible from the outside the Premises but you may, without our consent, display the same to the extent that they are not;
- 4.14 you must remove any alterations or additions that we have not given you permission for as soon as we ask you to;
- 4.15 you must only use the Premises for the Permitted Use. We do not warrant or represent that the Premises may be used for the Permitted Use or for any other purpose;
- 4.16 you must not store goods or carry out any work outside of the Premises or anywhere else at the Building;
- 4.17 you must not use the Premises for any of the following purposes; bookmakers, public house, bar, nightclub, sex shop, fast food restaurant, undertakers, pet shop, motor vehicle dealership, motor accessories shop, tattoo or body piercing shop, charity shop, pawn brokers, second hand clothing or goods shop, discount retailer, amusement arcade or for sale by auction;
- 4.18 you must not apply for, or put into effect, any planning permission for the Premises;
- 4.19 you must not do anything which is a legal nuisance to us or anyone else at the Building;
- 4.20 you must not allow any substances that are toxic, poisonous, dangerous or that may cause contamination to be on, or to escape from, the Premises save that you can keep such substances on the Premises to the extent that they are ordinarily used in offices.
- 4.21 you must not do anything that may make any insurance policy relating to the Premises or the Building invalid, or which may increase the premiums for that insurance and you will be responsible for:
- (a) the cost of any increase in the insurance premium which is

- attributable to anything done, allowed or omitted to be done by you on the Premises;
- (b) a reasonable and proper proportion of the amount of any excess required by the insurers and the whole amount of such excess if the damage is caused by your act or omission;
- (c) an amount equal to any amount which the insurers refuse to pay following damage or destruction by an insured risk because of your act or omission;
- 4.22 you must keep and maintain fire prevention and fire fighting apparatus on the Premises and you must keep to all the fire precautions for the Premises set by the local authority, any fire officer, other relevant authority or the insurers provided that you shall not be required to install sprinklers;
- 4.23 you must give us written notice as soon as reasonably upon becoming aware of any damage to the Premises or the Building by an insured risk;
- 4.24 you must not assign, sublet, part with possession of or give up the whole or any part of the Premises save as allowed under Schedule 2;
- 4.25 you must allow us to enter the Premises (with other people we have authorised) so we can carry out our responsibilities under this Lease or for any other reasonable purpose. We will visit you at reasonable times and give you reasonable written notice (except in an emergency when as much notice as reasonably practicable will be given). We will procure that the people who come into the Premises must disturb you as little as possible and must repair any damage they cause;
- 4.26 at the end of this Lease (however it ends), you must leave the Premises, remove all your belongings and fixtures and fittings, including signs, any notices, internal non-structural demountable partitioning or any other alterations you have made, and including any alterations carried out by or on behalf of you (which shall include the CAT B Works) or a group company of yours or by your predecessors in title to this Lease and you must return the Premises to us in good repair and condition and decorated in accordance with your obligations under clause 4.9 of this Lease;
- 4.27 you must comply with the terrace regulations detailed in Schedule 4;
- 4.28 you must pay all our reasonable costs and expenses in connection with:
- (a) any application you have made for approval or permission (whether or not it is given, unless it is illegally refused);
- (b) preparing and serving any notice that you have not carried out your responsibilities under this Lease, including legal notice, even if you keep to the notice or we do not follow it up; and
- (c) collecting, or trying to collect, any rent you owe.
- 5 If you do not carry out your responsibilities**
- 5.1 If we serve you with a written notice because you have not carried out your responsibilities under this Lease, you must meet the conditions of the notice within a reasonable time of no less than one month (or promptly if there is an emergency).
- 5.2 If you do not do this, we have the right to enter the Premises and put right the problem. You must pay us, when we ask, all our costs and expenses (in legal terms this will be a debt you owe us).
- 5.3 If you leave anything in the Premises at the end of this Lease (however it ends), we can sell these goods for you. We will give you any money we receive from selling your goods, less our expenses.
- 5.4 Save to the extent they are caused by the act or omission of us or by those for which we are responsible in law or by our breach of this Lease, you must indemnify us against any costs payable or liabilities resulting from you not carrying out your responsibilities under this Lease provided that we shall use all

reasonable endeavours to mitigate any losses, promptly inform you of any matter that may result in a claim under this clause and not make any admission of liability, agreement or compromise with any person, body or authority in relation to any relevant claim without prior consultation with you.

6 Consequences of damage or destruction

6.1 If you cannot use, occupy or access all or part of the Premises because the Premises or the Building has been damaged or destroyed (other than as a result of anything that you do or fail to do), you do not have to pay all or part of the Rent, On Account Service Charge or the Service Charge (depending on the amount of damage) until the Premises are fit for use, occupation and accessible or until 3 years from the date of the damage or destruction (whichever sooner) and we will reimburse to you any Rent or Service Charge paid by you in advance in respect of such period.

6.2 If the Premises or any part of the Building over which you exercise rights are damaged by a risk that we insure against, we will repair and reinstate the damage unless one of the following provisions apply.

6.3 We will **not** be obliged to reinstate if:

- (a) insurance monies are withheld because of something you have done, allowed or omitted to do unless you pay such money;
- (b) we are unable to obtain the necessary consents, labour or materials to enable us to reinstate the damage but we will use reasonable endeavours to obtain the same;
- (c) the damage is caused by a risk that we do not insure against; or
- (d) the whole or substantially the whole of the Building is damaged or destroyed and we serve written notice to end this

Lease at any time within 12 months of the date of damage or destruction.

6.4 If either clause 6.3 (b) or (where you have paid the withheld money) clause 6.3 (a) above applies and we have not been able to repair and reinstate the Premises so that it is fit for occupation and use within 3 years of the date of damage, you may end this Lease at any time after that period by giving written notice (but not once the repair and reinstatement has been completed).

6.5 If clause 6.3(c) above applies:

- (a) we may serve notice on you at any time within 12 months following the damage confirming whether or not we intend to reinstate the damage;
- (b) if we do not serve notice within the 12 month period referred to above, either we or you may end this Lease at any time after that period by giving written notice;
- (c) if our notice states that we do not intend to reinstate the damage, either we or you may end this Lease by giving written notice;
- (d) if our notice states that we do intend to reinstate the damage the preceding provisions of this clause 6 shall apply.

6.6 If this Lease ends under this clause 6:

- (a) we and you will keep any rights we have as a result of the other not carrying out its responsibilities; and
- (b) you will not be entitled to any compensation for this Lease ending, except that (if any) payable under the provisions of the Landlord and Tenant Act 1954.

7 Ending this Lease

7.1 We may end this Lease by re-entering the Premises, or part of them, if:

- (a) any Rent, Car Parking Charges or Service Charge is overdue for 21 days or more

- (whether or not we have demanded them);
- (b) you breach this Lease and you have not remedied the breach within a reasonable time of at least one month of us notifying you of the breach in writing;
 - (c) you (as an individual) become bankrupt or apply for an interim order under the Insolvency Act 1986;
 - (d) you (as a company) enter into liquidation, whether voluntary or compulsory (unless it is to reconstruct or merge a solvent company), or have a receiver or administrative receiver appointed over any of your assets;
 - (e) an administrator is appointed to you; or
 - (f) you enter into an arrangement with creditors.
- 7.2 When we re-enter the Premises, this Lease will end but we will keep any rights we have as a result of you not carrying out your responsibilities.
- 8 Break Option**
- 8.1 You may end this Lease on any of the Break Dates detailed in the summary sheet by giving us written notice not less than 6 months and not more than 12 months before the relevant Break Date. This Lease will only come to an end if:
- (a) the Premises are given back to us free from your occupation on the relevant Break Date with no continuing sub-tenancies in place;
 - (b) you have paid the Rent due on or before the Break Date up to the relevant Break Date;
- 8.2 You and we will still be liable up to and beyond the relevant Break Date for our respective responsibilities under this Lease up to the relevant Break Date.

- 8.3 We will refund any Rent, On Account Service Charge, Service Charge and payments pursuant to clause 4.2 which have been paid in advance by you in relation to the period falling after this Lease ends (howsoever it ends) within 15 working days of the date this Lease ends.

9 General conditions

- 9.1 Notices relating to this Lease or to the Premises are to be served in line with the Law of Property Act 1925 section 196 provided that we shall send copies of any notices served on you by electronic email to Paul.J.Johnson@dlapiper.com, Deborah.Gordon@dlapiper.com and Vincent.Healey@dlapiper.com or such additional or alternative electronic mail addresses as you notify to us in writing but failure to send copies by email shall not invalidate a notice served under the Lease.
- 9.2 We and you also agree that:
- (a) you do not have any rights over the rest of the Building, unless they are set out in this Lease;
 - (b) if you are a joint tenant, you are responsible jointly with the other tenant or tenants and individually; and
 - (c) if you are not allowed to do something under this Lease, you must not allow anyone else to do it.

10 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this Lease shall confer or purport to confer on any third party any benefit or the right to enforce any terms of this Lease.

11 Green Clauses

We and you shall comply with our respective obligations in Schedule 5.

Schedule 1 Service Charge

| | | | |
|----------|---|------|--|
| 1 | Payment of Service Charge Subject to paragraphs 4 and 6 of this Schedule 1, you must pay a Service Charge , which is a reasonable and proper proportion (which shall not take into account the Terrace demised to you) of the total reasonable and proper cost (plus any irrecoverable VAT) which we reasonably and properly incur in connection with all or any of the following items: | 1.11 | providing maintaining and replacing furniture and fittings for use on the Shared Areas |
| 1.1 | cleaning maintaining carpeting and re-carpeting decorating lighting treating repairing (and where beyond economic repair and by way of repair) rebuilding and replacing the all structural parts of the Building and the Shared Areas | 1.12 | 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 we consider appropriate and which may include the provision of alarms closed circuit television barriers and other equipment and security guards and patrols |
| 1.2 | cleaning the outside of all windows at the Building | 1.13 | providing maintaining repairing and when necessary replacing fire detection prevention and fighting equipment and any signs notices or equipment required by the fire authority |
| 1.3 | providing operating inspecting maintaining repairing and (and where beyond economic repair) replacing Service Media | 1.14 | employing or arranging for the employment (and the termination of employment) of staff in connection with the provision of any services including the costs of insurance pension and welfare contributions the provision of clothing tools and equipment |
| 1.4 | removing any obstruction on the Shared Areas | 1.15 | all present and future rates taxes duties and assessments of whatever nature charged on or payable in respect of the Shared Areas or in respect of the Building |
| 1.5 | providing operating inspecting insuring and maintaining repairing and (and where beyond economic repair and by way of repair) replacing any air conditioning apparatus equipment plant and machinery and other materials which are used in providing any services | 1.16 | complying with any legislation relating to the Shared Areas or the Building |
| 1.6 | fuel and utilities used on the Shared Areas or in providing any services | 1.17 | complying with or (acting reasonably) contesting the requirements or proposals of the local or any other competent authority in respect of the Shared Areas or of the Building |
| 1.7 | maintenance and other contracts entered into for the provision of any services | 1.18 | complying with any third party's rights or reservations over the Shared Areas or the Building |
| 1.8 | providing maintaining and when reasonably necessary renewing signs at the Building | 1.19 | abating any nuisance to the Building |
| 1.9 | providing and replacing refuse containers for occupiers of the Building and arranging for the collection of refuse | 1.20 | making reasonable provision for anticipated future expenditure including the provision and replacement of any plant machinery or lifts or equipment used or to be used in connection with any services. |
| 1.10 | providing maintaining and restocking floral and/or plant displays on the Shared Areas and maintaining and restocking any external plant or landscaped parts of the Shared Areas | 1.21 | leasing any item used in providing any services |

- 1.22 commitment fees interest and any other costs of borrowing money where necessary to finance any services
- 1.23 obtaining any professional advice which may from time to time be required in relation to the management of the Building or the provision of any services
- 1.24 the fees of managing agents retained for the management of the Building not exceeding a maximum of 12.5% of the total of the expenses incurred in providing the services in any service charge year
- 1.25 preparing statements of service charge expenses
- 1.26 all costs incurred or payable in respect of any adjoining or neighbouring land or Service Media outside the Building
- 1.27 any other works services or facilities which we 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

2 Payments on account

- 2.1 At the start of each service charge year (which runs from 1 April in each year or such other date as we shall notify you in writing) we will, acting reasonably, estimate the amount of the Service Charge due from you for that year (applied pro rata if the Term starts or ends part way through a service charge year) and, subject to paragraph 6 of this Schedule 1, you will pay it in accordance with clause 4.1 of this Lease.

3 Reconciliation

- 3.1 Following the end of each service charge year, we will reconcile the On Account Service Charge receipts against the Service Charge expenses and:
 - (a) if the expenses exceed the receipts, you will pay any excess sums due to us within 10 working days of our written

demand subject to paragraph 6 of this Schedule 1;

- (b) if the receipts exceed the expenses, we will credit your service charge account (or, within 10 working days of the reconciliation, repay such sums to you after the end of the Lease).

- 3.2 As long as we act reasonably, taking into account the character and nature of the Building, you may not make any objection to any cost we incur 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.

4 Service Charge Exclusions

We will not include any of the costs set out in Schedule 3

5 Service Charge Code

We will take into consideration and have due regard to the operational provisions of the Royal Institution of Chartered Surveyors professional statement called "service charges in commercial property" (1st edition, September 2018) for so long as it is in effect and, if it is no longer published, take into consideration and have due regard to current practice in estate management in relation to the Service Charge insofar as it is:

- (i) reasonably practicable to do so;
- (ii) consistent with our obligations under this Lease; and
- (iii) consistent with the economic and efficient management of the Building (taking into consideration all the circumstances including the terms of the leases of other lettable units).

6 Service Charge Cap

- 6.1 The amount of the Service Charge payable by you in each service charge year shall not exceed the Service Charge Cap (applied pro rata if the Term starts or ends part way through a service charge year) determined in accordance with the following provisions.
- 6.2 For the first service charge year of the Term, the Service Charge Cap shall be the sum of ££57,411.15 exclusive of VAT.
- 6.3 In respect of each subsequent service charge year up to and including the last day of the 5th year of the Term, the Service Charge Cap shall increase (if appropriate) on the previous year's figure by the same proportion as the increase (if any) over the same period in the Retail Prices Index published by the Office for National Statistics or any successor Ministry or Department **(Index)**.
- 6.4 If it becomes impossible after today's date to calculate the increase in the Service Charge Cap because of any

change in the methods used to compile the Index, the Index no longer being published or for any other reason, the determination of the increase in the Service Charge Cap shall be determined (in the absence of agreement between you and us, each acting reasonably but so that any replacement index shall reflect increases in the cost of living on a similar basis to that originally set out in this Lease) by an arbitrator to be appointed either by agreement between you and us or (in the absence of agreement between you and us) by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.

- 6.5 The Service Charge Cap shall not include the cost of utilities.
- 6.6 The Service Charge Cap shall not apply after the last day of the 5th year of the Term.

Schedule 2

Permitted Dealings

1 Assignments

- 1.1 You may assign the whole of this Lease with our consent, which we will not unreasonably withhold or delay.
- 1.2 You acknowledge that (in addition to any other reasonable grounds) we may reasonably refuse consent to assignment where:
- (a) we believe (acting reasonably), when taken together with any security in the form of guarantees, rent deposits, authorised guarantee agreements or otherwise, that the proposed assignee is not of sufficient financial standing to comply and to continue to comply with the obligations in this Lease;
 - (b) the prospective guarantor or the prospective assignee is your guarantor;
 - (c) the proposed assignee (as a company) is not incorporated within the UK or (as an individual) is not resident in the UK; and
 - (d) the proposed assignee enjoys diplomatic or state immunity.
- 1.3 You acknowledge that (in addition to any other reasonable conditions) we may give our consent to assignment subject to all or any of the following conditions:
- (a) that on assignment, if reasonable, you enter into an authorised guarantee agreement, which is to: (i) provide for a guarantee of all the obligations of the proposed 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; (ii) provide for all the matters permitted by Section 16(5) of the Landlord and Tenant

(Covenants) Act 1995; and is otherwise in a form reasonably required by us;

- (b) the proposed assignee shall, if reasonable, procure a UK incorporated or UK resident guarantor to enter into a full guarantee and indemnity of the assignee's obligations under this Lease, in the form we reasonably require; and
- (c) that if at any time before the assignment the circumstances set out in paragraph 1.2 of this Schedule 2 apply, we may revoke our consent to the assignment.

2 Underlettings

- 2.1 You may underlet the whole or part of the Premises with our consent, which we will not unreasonably withhold or delay **provided that** any underletting of part shall create no more than two separate units of occupation in total at any one time and each unit is capable of separate beneficial occupation and is accessible from the Shared Areas.
- 2.2 Any underlease must be granted at a rent which is not less than the full open market rental value of the underlet premises (without a fine or premium) and must contain the following terms:
- (a) only such rent free or rent reduced period as is approved by us, acting reasonably;
 - (b) a lawful agreement excluding sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy created by the underlease;
 - (c) a provision for the underlease rent to be payable one quarter in advance;
 - (d) a provision for re-entry in the same terms as this Lease;
 - (e) an absolute prohibition on all dealings of the underlease or underlet premises by the undertenant;

- and shall otherwise be consistent with the terms of this Lease.
- 2.3 Before granting any underlease:
- (a) you must obtain from the undertenant a direct covenant to us to comply with: the obligations 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; and
 - (b) you must provide the agreement excluding sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 to us.
- 2.4 Whilst any underlease remains extant:
- (a) you shall allow us to participate in any rent review process;
 - (b) you shall at our written request and cost enforce the obligations of the undertenant; and
 - (c) you shall not vary its terms, without our consent (which we will not unreasonably withhold or delay).

3 Group Sharing

- 3.1 You may share occupation of the Premises with one other company which is in the same group of companies (within the meaning of

section 42 of the Landlord and Tenant Act 1954) as you, a Partnership" (as defined in the Partnership Act 1980), a "Limited Partnership" (as defined in the Limited Partnerships Act 1907) or a "Limited Liability Partnership" (as defined in the Limited Liability Partnerships Act 2000) that are owned by you or members of you or your group; and/or any other entity or interest which is affiliated or associated with you on the following conditions:

- (a) you will notify us in writing of the beginning and the end of the arrangement;
- (b) no relationship of landlord and tenant is created by the arrangement; and
- (c) the other sharing entity vacates the Premises immediately if it ceases to be a group company, Partnership, Limited Partnership, Limited Liability Partnership, affiliate of you or associate of you (as appropriate).

4 Charging

- 4.1 You may charge the whole of the Premises by way of a floating charge as part of your normal banking arrangements to a genuine lending institution.

Schedule 3

Service Charge Exclusions

1. Costs arising from any damage or destruction to the Building caused by a risk that we insure against.
2. Capital costs of the construction, redevelopment or extension of the Building.
3. Costs of upgrading, innovation or improvement resulting from any repair, maintenance, reinstatement, rebuilding or replacement, but this will not prevent us including costs within the Service Charge where they arise:
 - 3.1.1 where an item is to be replaced by way of repair and the replacement is broadly the modern day or up-to-date equivalent of what was there previously;
 - 3.1.2 where we considers replacement to be more economical than repair (and we are entitled to take into consideration the medium/long-term benefits of replacement);
 - 3.1.3 where an item has to be replaced or installed to comply with any act of Parliament or the requirements of the Building's insurers; or
 - 3.1.4 where replacement or renewal is reasonable and cost-effective and will reduce operating costs for the benefit of the tenants of any accommodation within the Building and any other buildings on the Building from time to time let or occupied or intended for letting or occupation (each a "**Lettable Unit**").
4. Costs incurred in respect of any unlet Lettable Unit.
5. Rent collection costs.
6. Costs incurred in dealing with any lettings, licences, occupational agreements or rent reviews at the Building.
7. Unrecovered costs due from another tenant, licensee or occupier of the Building.
8. Costs incurred in dealing with our interest in the Building, including the costs of advertising and promotional or publicity activities relating to any proposed dealing with our interest in the Building.
9. All costs incurred in enforcing any building contracts, warranties and/or professional appointments against the relevant contractor, sub-contractor or professional team member.
10. The costs of remedying, repairing and rectifying any inherent or latent defect or any damage or disrepair caused by any inherent or latent defect, where such costs have been recovered from a third party.

Schedule 4

Terrace Regulations

You shall comply with the following regulations in relation to the use of the Terrace:

1. not displaying any advertisement signboards nameplate inscription flag banner placard poster signs or notices in the Terrace or in parts of the Premises which can be seen from outside the Premises
2. keeping the Terrace clean, tidy, and free of litter at all times;
3. not providing or playing any music in the Terrace which causes an actionable nuisance to the other occupiers of the Building at any time PROVIDED THAT you will turn off or turn down the volume of any music being played on the Terrace in the event that we reasonably require you to do so;
4. not cooking or heating any food on the Terrace;
5. not doing nor permitting nor suffering to be done anything which may be or become an actionable nuisance or causes material damage to us or our tenants or the residents or the occupiers of the Building or any other adjoining or neighbouring property;
6. you shall be permitted to use furniture in the Terrace provided that;
 - a. such furniture shall be of good quality and in keeping with the nature of the Building;
 - b. such furniture shall be maintained by you in good repair and condition and replaced (at your cost) when damaged;
 - c. you shall prevent the storage of any items on the Terrace which would lead to the Premises and/or the Terrace looking unsightly;
7. such other reasonable and proper regulations notified to you in writing by us from time to time

Schedule 5 Green Clauses

1. In this Schedule 5, the following definitions apply:

| | |
|---------------------------------------|---|
| Environmental Performance | all or any of the following arising from the use or operation of the Premises or the Shared Areas: |
| | (a) the consumption of energy; |
| | (b) the consumption of and discharge of water; |
| | (c) waste generation and management; |
| | (d) generation and /or emission of greenhouse gases; and |
| | (e) the generation of electricity from any photovoltaic and solar panels at the Building; |
| Environmental Performance Data | data in respect of energy consumption, water use and discharge, waste production and recycling relating to the Premises and/or the Shared Areas |

2. We and you will share with each other all data that we produce, procure or otherwise become aware of relating to the Environmental Performance of the Premises and/or the Shared Areas including details of plant and machinery maintained at the Premises and/or Shared Areas in respect of such Environmental Performance, such data to be shared on a regular basis but not less frequently than once in every twelve month period and to be in a form as is reasonably agreed between the parties and will be provided to any third party who you and us agree needs to receive such data.
3. Save where the relevant party is under a statutory obligation of disclosure, you and us will keep confidential the Environmental Performance Data shared under this clause and will only use such data for the purposes of:
- a. monitoring and improving the Environmental Performance of the Premises and/or the Shared Areas; and/or
 - b. measuring the Environmental Performance of the Premises and/or the Shared Areas against any agreed targets.
4. We will use reasonable endeavours to ensure procure that any managing agent employed in connection with the Building is placed under a similar obligation to that set out in paragraph 2 of this Schedule 5 to keep any shared data confidential and to use it only for the purposes listed in that paragraph
5. Where we or you discloses any shared data to a third party, the disclosing party will procure that third party is placed under a similar obligation to that set out in paragraph 3 of this Schedule 5 to keep any shared data confidential and to use it only for the purposes listed in that paragraph.
6. The We and you:
- a. confirm that, wherever reasonably practicable, we wish to promote and improve the Environmental Performance of the Premises and the Shared Areas; and
 - b. agree in good faith but without legal obligation to co-operate with each other to identify appropriate strategies for the improvement of the Environmental Performance of the Premises and the Shared Areas; and

7. We shall use all reasonable endeavours to:
 - a. recycle waste generated from tenants and occupiers of the Building;
 - b. use ethical and low environmental impact and non-toxic cleaning products in the Shared Areas.
8. We shall use all reasonable endeavours to procure that renewable or net-zero carbon energy is used to power the Shared Areas at all times during the Term.

Executed as a deed by) *ciara keeling*
.....

Bruntwood 2000 Beta Portfolio Limited) Director Signature
ciara keeling
acting by two directors or)
by a director and its secretary) Director Full Name
) *Andrew Butterworth*
)
) Director/Secretary Signature
Andrew Butterworth
)
) Director/Secretary Full Name

Executed as a deed by **DLA Piper UK LLP**)
) Member
acting by a member in the presence of:)
)
) Full Name

WITNESS:

Name:

Signature:

Address:

Occupation:

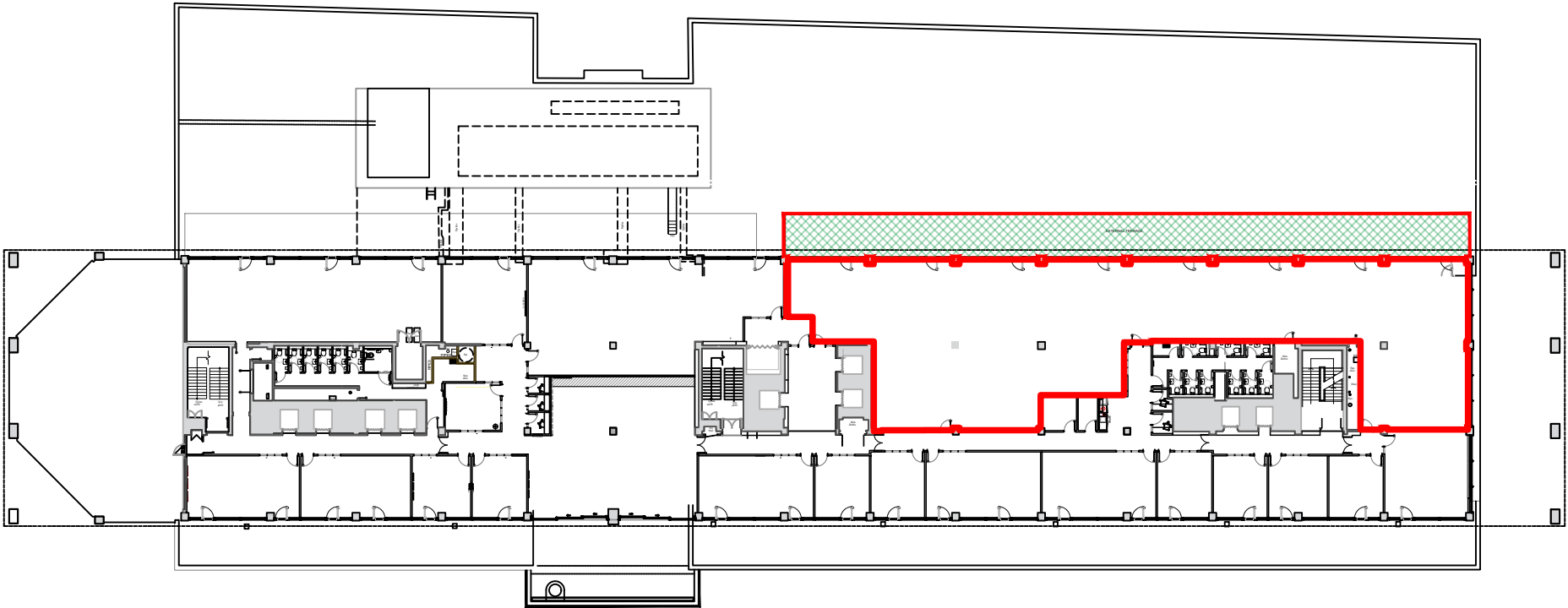
Plans

THE PLAZA / Suite 3C

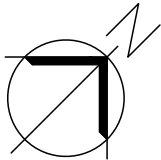
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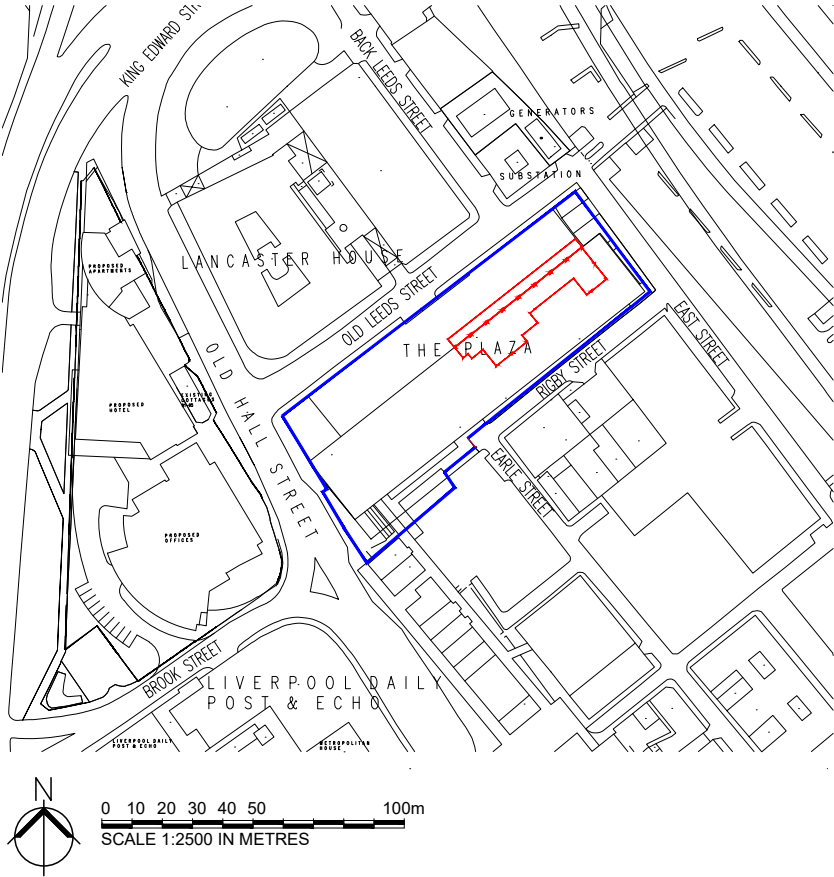
Old Leeds Street



Rigby Street



SUITE SPACE
EXTERNAL TERRACE



AJK05.07.22ADD SITE LOCATION

REVISIONDATENOTES

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|---|-----------------|-------------------|
| Status: | | |
| LEASEPLAN | | |
| Building: THE PLAZA | | |
| Customer: DLA PIPER UK LLP | | |
| Title: SUITE 3C & EXTERNAL TERRACE 3RD FLOOR LEASE | | |
| Drawn: LC | Scale: 1:500 | PaperSize: A3 |
| Floor: 3F | Suite: LC | Date: 28 04 22 |
| Drawing Number: 147929 | LP01 | Revision: A |

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

bruntwood

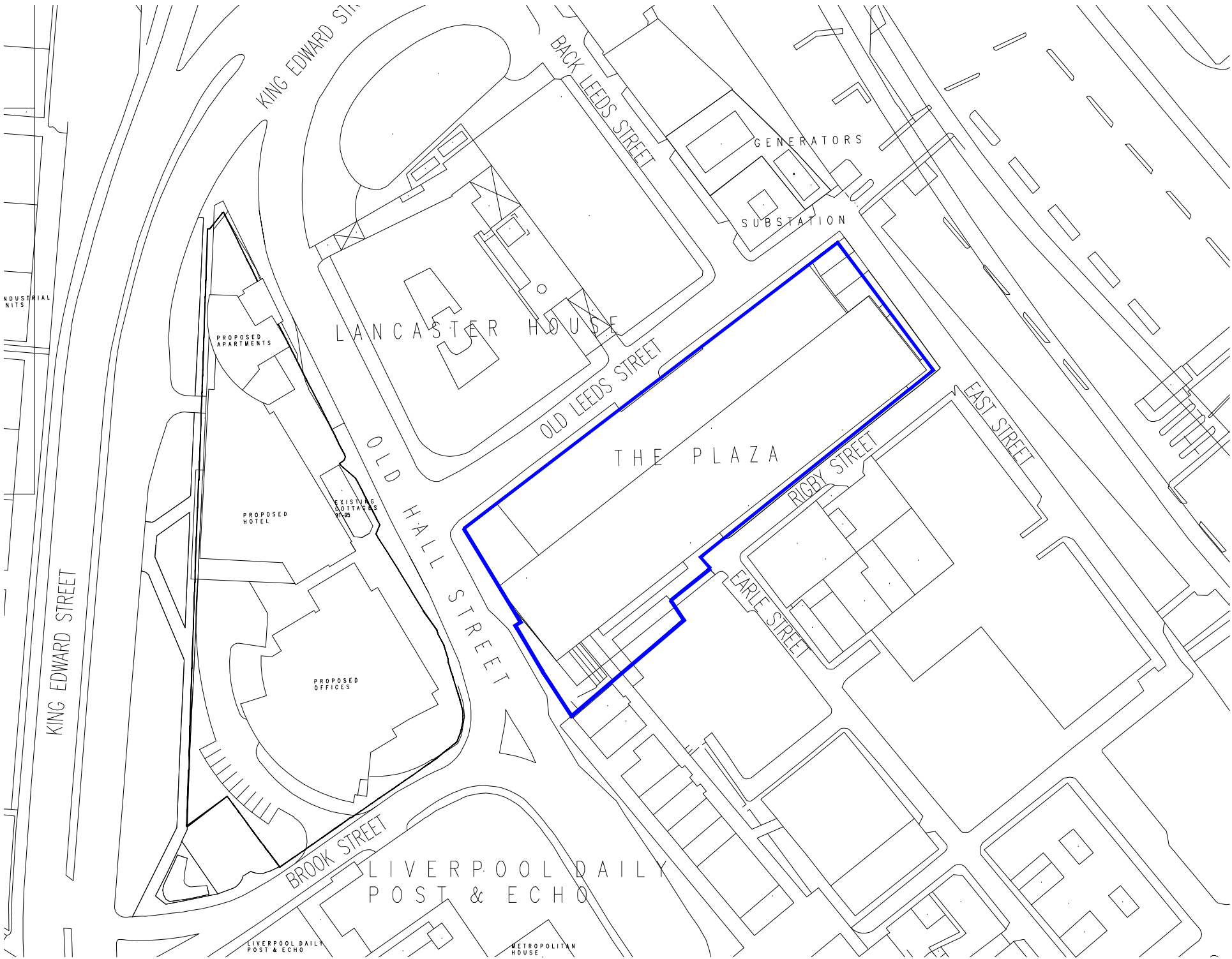
Works

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AB

PURPOSE OF ISSUE
SP - space plans L - lease plans A - working
drawing T - tender drawing

PLAN B



THE PLAZA
THE PLAZA - SITE PLAN

PROPOSED SITE PLAN

18.10.10

1:1250@A3

L

1175-SP-01

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Bruntwood Limited, City Tower
Piccadilly Plaza, Manchester
M1 4BT

Tel: 0161 237 3883
Fax: 0161 237 1779

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