

DATED

16th April

2025

LEASE

Relating To

2 MARKET PLACE, RUGBY, CV21 3DY

Redd Investments Limited

and

Rugby OP Limited T/A Optical People

ANSONS
Solicitors

St Mary's Chambers
5-7 Breadmarket Street
Lichfield WS13 6LQ
Ref: CRH/RED018/032

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LR1. Date of lease

16th April _____ 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WK286510

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

Redd Investments Limited

Celtic House, 135-140 Hatherton Street, Walsall, WS1 1YB

Company Registration Number: 06235665

Tenant

Rugby OP Limited

18 Astoria Drive, Bannerbrook Park, Coventry, CV4 9ZY

Company Registration Number: 15980136

Other parties

None

LR4. Property

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

See the definition of "Property" in clause 1.1 and Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Estate.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

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

The easements set out in paragraph 1 of Schedule 2 to this lease are granted by this lease for the benefit of the Property.

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

The easements set out in paragraph 1 of Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

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

Not applicable.

THIS LEASE IS DATED 16th April 2025

PARTIES

- (1) **REDD INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number 06235665 whose registered office is at Celtic House, 135-140 Hatherton Street, Walsall, WS1 1YB (the **Landlord**); and
- (2) **RUGBY OP LIMITED** incorporated and registered in England and Wales with company number 15980136 whose registered office is at 18 Astoria Drive, Bannerbrook Park, Coventry, CV4 9ZY (the **Tenant**).

BACKGROUND

- (A) The Landlord is the freehold owner of the Estate.
- (B) The Property forms part of the Estate.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at an initial rate of £25,500 per annum and then as revised under Schedule 5 and any interim rent determined under the LTA 1954.

Authorised Person: any:

- (a) undertenant or person deriving title under the Tenant;
- (b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- (c) person at the Property or the Estate with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: 16th April 2029 (the fourth anniversary of the Contractual Term) and 16th April 2032 (the seventh anniversary of the Contractual Term).

Break Notice: written notice to terminate this lease specifying the relevant Break Date and served in accordance with clause 46.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of ten years from and including the date of this lease to and including 15th April 2035.

Current Service Charge Year: the Service Charge Year current at the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Estate: shall:

- (a) be the land and buildings known as 2, 2A and 2B Market Place Rugby CV21 3DY registered under title number WK286510 and shown edged grey on the Estate Plan;
- (b) include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Estate and any alteration, addition or improvement made from time to time to any land or building forming part of the Estate at any time; and
- (c) exclude any land and buildings that the Landlord from time to time designates as not being part of the Estate.

Estate Common Parts: subject to paragraph 1.6 of Schedule 3, the parts of the Estate (excluding the Lettable Buildings, the Property and the Management Areas) that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Estate and their employees, agents, licensees and visitors.

Estate Damage: damage to or destruction of the Property or Estate Common Parts (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

Estate Plan: the plan annexed to this lease at Appendix C and marked Plan 3.

Estimated Service Charge: a sum assessed by the Landlord or its agents as being a fair and reasonable estimate (based on the Tenant's Proportion) of the Service Charge for a Service Charge Year.

Excluded Insurance Items: any:

- (a) glass forming part of the Property; and
- (b) tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of the Property or any Lettable Building and that form part of the Property or Estate Common Parts.

Excluded Service Costs: the costs set out in Part 3 of Schedule 7.

Expert: an independent surveyor:

- (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- (b) with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- (c) appointed in accordance with clause 50.

Final Service Charge Year: the Service Charge Year during which the Termination Date occurs.

Floor Plan: the plan annexed to this lease at Appendix B and marked Plan 2.

Insolvency Event: subject to clause 1.15, any one or more of the following:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- (j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor.

Insurance Rent: the aggregate in each year of:

- (a) the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for its Reinstatement Cost in accordance with this lease;
- (b) a fair proportion of the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Estate Common

Parts (excluding the Excluded Insurance Items) against the Insured Risks for their Reinstatement Cost in accordance with this lease;

- (c) a fair proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Estate Common Parts in accordance with this lease (before any discount or commission is allowed or paid to the Landlord);
- (d) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
- (e) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (d) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Lettable Building: the entirety of any building on the Estate which from time to time is, or is intended to be, let or occupied either as a whole or in parts and including all or any of the following parts of the Estate:

- (a) any parts of the Estate that are, or are intended to be, let, occupied or used exclusively by any tenant or occupier of that building; and
- (b) any parts of the Estate that are, or are intended to be, provided from time to time by the Landlord for common use exclusively by the tenants and occupiers of that building and their employees, agents, licensees and visitors;

but excluding the Property, any Management Areas and any Service Media not exclusively serving that building or the parts of the Estate referred to in paragraphs (a) and (b) of this definition.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Management Area: any part of the Estate retained by the Landlord for use by the Landlord or any other person (excluding providers of Utilities) in connection with the management of the Estate and provision of the Services including any management office, storage area and plant room.

Permitted Use: use as an opticians clinic and healthcare provision with the sale of associated items falling within Use Class E(e) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted).

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the property described in Schedule 1.

Property Plan: the plan annexed to this lease at Appendix A and marked Plan 1.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: 16th July 2025 (*three months' rent free period*)

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Retained Parts: all parts of the Estate including (but not limited to) all of:

- (a) the Service Media;
- (b) the Estate Common Parts; and
- (c) the Management Areas;

but excluding the Property and the Lettable Buildings.

Rights: the rights granted in paragraph 1 of Schedule 2.

Services: the services set out in Part 1 of Schedule 7.

Service Charge: The Tenant's Proportion of the Service Costs.

Service Charge Statement: a statement that sets out the Service Costs and Service Charge for a Service Charge Year and is certified by or on behalf of the Landlord.

Service Charge Year: subject to paragraph 10.2.1 of Part 4 of Schedule 7, the annual accounting period ending on _____ in each year or such alternative annual accounting period as the Landlord may from time to time stipulate and notify to the Tenant in accordance with paragraph 10.1 of Part 4 of Schedule 7.

Service Costs: the costs set out in Part 2 of Schedule 7.

Service Costs Budget: a budget that sets out the estimated Service Costs for a Service Charge Year.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, placards, boards, posters and advertisements.

Site Management Staff: those persons directly employed by the Landlord or its agents to deliver or administer delivery of the Services (whether employed full or part time and whether based at the Estate or not).

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term and any statutory continuation of this lease.

Termination Date: the date on which this lease determines (however it determines).

Tenant's Proportion: 42.35%.

Third Party Rights: the matters set out in Schedule 4.

Transaction: is:

- (a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- (b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - 1.6.1 the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - 1.6.2 the **Tenant** includes a reference to its successors in title and assigns; and
 - 1.6.3 a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
 - 1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 49.1;
 - 1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 49.3; and
 - 1.12.3 any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:
 - (a) any mortgagee of the Landlord;where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any

obligation (or indicating that such an obligation is imposed on mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

- 1.13 Unless the context otherwise requires, references to the **Estate Common Parts**, the **Estate**, a **Lettable Building**, the **Management Areas**, the **Property** and the **Retained Parts** are to the whole and any part of them or it.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
 - 1.15.1 where any of the paragraphs in that definition apply in relation to:
 - (a) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (b) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - 1.15.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant:
 - 2.1.1 for the Contractual Term;
 - 2.1.2 with full title guarantee;

- 2.1.3 together with the Rights;
 - 2.1.4 excepting and reserving the Reservations; and
 - 2.1.5 subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- 2.2.1 the Annual Rent;
 - 2.2.2 the Insurance Rent;
 - 2.2.3 the sums payable by way of Service Charge pursuant to Schedule 7;
 - 2.2.4 all interest payable under this lease;
 - 2.2.5 all other sums payable under this lease; and
 - 2.2.6 all VAT chargeable on the other rents set out in this clause 2.2.

3. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. PAYMENT OF ANNUAL RENT

- 4.1 The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:
- 4.1.1 the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
 - 4.1.2 that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. PAYMENT METHOD

- 5.1 The Tenant must pay the Annual Rent and all other sums payable under this lease by:
- 5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
 - 5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. NO SET-OFF

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTEREST

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or

not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. RATES AND TAXES

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. UTILITIES

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. COMMON ITEMS

Except to the extent that such costs are included within the Service Costs, the Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Estate but used or capable of being used by the Estate in common with other land.

11. COSTS

- 11.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any reasonable and proper solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:
- 11.1.1 the enforcement of the tenant covenants of this lease;
 - 11.1.2 serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
 - 11.1.3 serving any notice in connection with this lease under section 17 of the LTCA 1995;
 - 11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
 - 11.1.5 any consent or approval applied for under:

- (a) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. PROHIBITION OF DEALINGS

- 12.1 Except as expressly permitted by clause 13 and clause 14 the Tenant must not:
 - 12.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
 - 12.1.2 assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
 - 12.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. ASSIGNMENTS

- 13.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
 - 13.2.1 a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (a) is in respect of all the tenant covenants of this lease;
 - (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (c) imposes principal debtor liability on the assignor;
 - (d) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (e) is otherwise in a form reasonably required by the Landlord;
 - 13.2.2 a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement; or
 - 13.2.3 a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 8 (but with such amendments and additions as the Landlord may reasonably require).

- 13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
- 13.3.1 the Annual Rent or any other sum due under this lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding;
 - 13.3.2 there is a material breach of covenant by the Tenant that has not been remedied; or
 - 13.3.3 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
- 13.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. UNDERLETTING

- 14.1 The Tenant may underlet the whole of the Property in accordance with this clause 14 and with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 14.2 The Tenant must not underlet the whole of the Property:
- 14.2.1 together with any property, or any right over property, that is not included within this lease;
 - 14.2.2 at a fine or premium or reverse premium;
 - 14.2.3 allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;
 - 14.2.4 unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);
 - 14.2.5 for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;
 - 14.2.6 unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it; and
 - 14.2.7 unless (if reasonably required by the Landlord) a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of the underlease in favour of the Landlord in the form set out in Schedule 8 (but with such amendments and additions as the Landlord may reasonably require).
- 14.3 Any underletting by the Tenant must include:
- 14.3.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease (where the underlease was required to be contracted out under clause 14.2.4);

- 14.3.2 the reservation of a rent which is not less than the open market rental value of the Property at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 14.2.3);
- 14.3.3 provisions for the review of rent at the same dates and on the same basis as the review of the Annual Rent in this lease unless the term of the underlease is five years or less;
- 14.3.4 a covenant by the undertenant not to:
 - (a) (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) assign or charge the whole or any part of the underlease;
 - (b) (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) part with, share possession or share occupation of the whole or any part of the underlet property;
 - (c) underlet the whole or part only of the underlet property;
 - (d) assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;
 - (e) hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership); and
 - (f) (if the underlease permits the undertenant to assign the underlease) assign the underlease without first procuring a direct covenant in favour of the Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it;
- 14.3.5 a covenant by the undertenant to comply with the terms of this lease except the covenant to pay the Annual Rent; and
- 14.3.6 provisions that allow the Tenant (as the landlord of the underlease) to terminate the underlease no later than the first Break Date; and
- 14.3.7 provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this lease.
- 14.4 Any underletting by the Tenant must otherwise be:
 - 14.4.1 by deed;
 - 14.4.2 consistent with and include tenant covenants no less onerous than those in this lease excluding the covenant in this lease to pay the Annual Rent; and
 - 14.4.3 in a form approved by the Landlord (such approval not to be unreasonably withheld).
- 14.5 In relation to any underlease granted by the Tenant, the Tenant must:

- 14.5.1 not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld);
- 14.5.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- 14.5.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld).

15. NOTIFICATION AND REGISTRATION OF DEALINGS

15.1 Within one month of any Transaction, the Tenant must:

- 15.1.1 give the Landlord notice of the Transaction;
deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
- 15.1.2 pay the Landlord a registration fee of £50 (plus VAT).

15.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- 15.2.1 apply to register a Transaction promptly following completion of that Transaction;
- 15.2.2 respond promptly and properly to any requisitions raised by HM Land Registry in connection with an application to register a Transaction; and
- 15.2.3 send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of clause 15.2, any obligation on the Tenant to do something includes an obligation to procure that the thing is done.

15.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

16. REPAIR

16.1 The Tenant must:

- 16.1.1 subject to clause 16.2, keep the Property in good and substantial repair and condition provided that the Tenant will be under no obligation to keep the Property in any better state of repair and condition as is evidenced in and by the attached Schedule of Condition;
- 16.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
- 16.1.3 keep the Property clean, tidy and clear of rubbish; and
- 16.1.4 replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

16.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by:

16.2.1 an Insured Risk unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2.6 of Schedule 6); or
- (b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6.

16.2.2 Estate Damage by an Uninsured Risk unless such Estate Damage is Tenant Damage.

17. DECORATION

17.1 The Tenant must:

- 17.1.1 decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- 17.1.2 carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

17.1.3 carry out:

- (a) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
- (b) the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

18. ALTERATIONS

18.1 Except as permitted by this clause 18, the Tenant must not make any:

- 18.1.1 alteration or addition to the Property; or
- 18.1.2 opening in any boundary of the Property.

18.2 Any alterations permitted by this clause are subject to clause 18.6. .

18.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) and subject to the Tenant providing full plans and specifications to the Landlord.

18.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- 18.4.1 those alterations are reasonably required in connection with any works permitted under this clause 18;

- 18.4.2 those alterations do not adversely impact on the structural integrity of the Property;
and
- 18.4.3 the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 18.5 With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:
 - 18.5.1 install any Service Media at the Property; or
 - 18.5.2 alter the route of any Service Media at the Property.
- 18.6 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Estate.

19. SIGNS

- 19.1 The Tenant must not:
 - 19.1.1 display any Signs inside the Property that are visible from the outside; or
 - 19.1.2 attach any Signs to the exterior of the Property;except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 19.2 The Tenant must allow the Landlord to fix to and keep at the Property:
 - 19.2.1 during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
 - 19.2.2 at any time during the Term, any sale board as the Landlord reasonably requires.

20. RETURNING THE PROPERTY TO THE LANDLORD

- 20.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 20.2 Subject to clause 20.3, the Tenant must by the Termination Date:
 - 20.2.1 remove:
 - (a) any tenant's fixtures from the Property;
 - (b) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (c) any Signs erected by the Tenant at the Estate; and
 - 20.2.2 make good any damage caused to the Estate by the removal of those items and alterations.
- 20.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause

(a) and clause (b) shall not be removed pursuant to clause 20.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

20.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

20.5 The Tenant:

20.5.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Estate by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

20.5.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

21. USE

21.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

21.2 The Tenant must not:

21.2.1 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, other tenants or occupiers of the Estate or any property that neighbours the Estate;

21.2.2 use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

21.2.3 hold any auction at the Property;

21.2.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Estate or any property that neighbours the Estate;

21.2.5 overload any part of the Estate nor overload or block any Service Media at or serving the Property;

21.2.6 allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;

21.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

21.2.8 (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Estate Common Parts;

21.2.9 (except as permitted by the Rights and clause 18.5) interfere with any Service Media at the Estate;

21.2.10 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

21.2.11 allow any person to sleep at or reside on the Property.

21.3 If the Tenant uses the Property outside the usual times during which the Landlord provides the Services, the Tenant must pay to the Landlord on demand all costs reasonably and properly incurred by the Landlord in connection with that use (including (but not limited to) the whole of the cost of any Services provided by the Landlord attributable to that use).

22. REGULATIONS

22.1 The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Estate and any other neighbouring or adjoining property provided that:

22.1.1 such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and

22.1.2 if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

23. EXERCISE OF THE RIGHTS

23.1 The Tenant must exercise the Rights:

23.1.1 only in connection with the Tenant's use of the Property for the Permitted Use;

23.1.2 in accordance with any regulations made by the Landlord under clause 22; and

23.1.3 in compliance with all laws relating to the Tenant's use of the Estate and any other neighbouring or adjoining property pursuant to the Rights.

23.2 In exercising any right of entry on to any of the Estate Common Parts or any Lettable Building pursuant to paragraph 1.4 of Schedule 2, the Tenant must:

23.2.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord and any occupiers of the relevant Lettable Building;

23.2.2 where reasonably required by the Landlord or the occupier of the relevant Lettable Building, exercise that right only if accompanied by a representative of the Landlord, the tenant or the occupier of the relevant Lettable Building;

23.2.3 cause as little damage as possible to the Estate Common Parts and any other Lettable Building and to any property belonging to or used by the Landlord or the tenants or occupiers of any Lettable Building;

23.2.4 cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the Lettable Buildings; and

23.2.5 promptly make good any damage caused by reason of the Tenant exercising that right.

24. ALLOW ENTRY

24.1 Subject to clause 24.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- 24.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
 - 24.1.2 at any reasonable time (whether or not during usual business hours); and
 - 24.1.3 with their workers, contractors, agents and professional advisers.
- 24.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

25. KEYHOLDERS AND EMERGENCY CONTACT DETAILS

- 25.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:
 - 25.1.1 hold a full set of keys for the Property;
 - 25.1.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and
 - 25.1.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

26. COMPLIANCE WITH LAWS

- 26.1 The Tenant must comply with all laws relating to:
 - 26.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 26.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
 - 26.1.3 any works carried out at the Property; and
 - 26.1.4 all materials kept at or disposed of from the Property.
- 26.2 Within five working days of receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant must:
 - 26.2.1 send a copy of the relevant document to the Landlord; and
 - 26.2.2 to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 26.3 The Tenant must not:
 - 26.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted or required under this lease); or
 - 26.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 26.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the

Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

26.5 The Tenant must:

- 26.5.1 comply with its obligations under the CDM Regulations;
- 26.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;
- 26.5.3 give that health and safety file to the Landlord at the Termination Date;
- 26.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Estate. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
- 26.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

26.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

26.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

26.8 The Tenant must keep:

- 26.8.1 the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
- 26.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

27. ENERGY PERFORMANCE CERTIFICATES

27.1 The Tenant must:

- 27.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Estate including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- 27.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Estate.

27.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

27.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

27.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

27.3.2 pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

27.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

28. THIRD PARTY RIGHTS

28.1 The Tenant must:

28.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

28.1.2 not do anything that may interfere with any Third Party Right.

28.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Estate over which the Rights are granted.

29. REGISTRATION OF THIS LEASE

29.1 The Tenant must:

29.1.1 apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;

29.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

29.1.3 send the Landlord official copies of its title within one month of completion of the registration.

30. CLOSURE OF REGISTERED TITLE AND REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE

30.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.

30.2 The Tenant must:

30.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 30.1 are responded to promptly and properly; and

30.2.2 keep the Landlord informed of the progress and completion of that application.

31. ENCROACHMENTS AND PRESERVATION OF RIGHTS

- 31.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 31.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- 31.2.1 immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - 31.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 31.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 31.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 31.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- 31.5.1 immediately inform the Landlord and give the Landlord notice of that action; and
 - 31.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

32. REPLACEMENT GUARANTOR

- 32.1 Subject to clause 32.2, if:
- 32.1.1 an Insolvency Event occurs in relation to a guarantor; or
 - 32.1.2 any guarantor (being an individual) dies or becomes incapable of managing their affairs;
- the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within ten working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.
- 32.2 Clause 32.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

33. PROCURE GUARANTOR CONSENT

- 33.1 For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:
- 33.1.1 joins in any consent or approval required under this lease; and

33.1.2 consents to any variation of the tenant covenants of this lease.

34. INDEMNITY

34.1 The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) suffered or incurred by the Landlord arising out of or in connection with:

34.1.1 any breach of any tenant covenants in this lease;

34.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

34.1.3 any act or omission of the Tenant or any Authorised Person.

35. LANDLORD COVENANTS

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

36. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

37. VARIATION IN EXTENT OF ESTATE

37.1 If the Landlord varies the extent of the Estate, that variation must not:

37.1.1 materially adversely impact on:

(a) the Tenant's use and occupation of the Property; or

(b) the rights and facilities granted to the Tenant under this lease; or

37.1.2 materially increase the Service Charge payable by the Tenant.

38. DESIGNATION OF ALTERNATIVE AREAS, ROUTES AND FACILITIES

38.1 The Landlord must:

38.1.1 when exercising any right under paragraph 1.6 of Schedule 3, give the Tenant reasonable notice (except in case of emergency when no notice shall be required);

38.1.2 when exercising its right under clause 1.6.1 of Schedule 3, use reasonable endeavours to designate alternative routes, areas or facilities that are not materially less convenient for the Tenant; and

38.1.3 (except in case of emergency) when exercising its right under clause 1.6.2 of Schedule 3:

(a) use reasonable endeavours to provide alternative routes, areas or facilities that are not materially less convenient for the Tenant; and

- (b) ensure that access to the relevant Estate Common Parts is prevented or restricted for as short a period as is reasonably practicable.

38.2 When exercising the right under paragraph 1.7 of Schedule 3, the Landlord must act reasonably and in the interests of good estate management.

39. EXERCISE OF RIGHT OF ENTRY

39.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- 39.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- 39.1.2 where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- 39.1.3 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- 39.1.4 cause as little inconvenience as reasonably possible to the Tenant; and
- 39.1.5 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

40. SCAFFOLDING

40.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- 40.1.1 ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- 40.1.2 remove the scaffolding as soon as reasonably practicable;
- 40.1.3 following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
- 40.1.4 if the scaffolding obstructs any Signs erected by the Tenant in accordance with this lease, allow the Tenant to display on the exterior of the scaffolding one sign of a size and design and in a location approved by the Landlord (such approval not to be unreasonably withheld or delayed).

41. RE-ENTRY AND FORFEITURE

41.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- 41.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- 41.1.2 any breach of any condition of, or tenant covenant in, this lease; or
- 41.1.3 an Insolvency Event.

- 41.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

42. SECTION 62 OF THE LPA 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

- 42.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

- 42.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Estate.

43. COMPENSATION ON VACATING

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

44. NO RESTRICTION ON LANDLORD'S USE

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Estate (excluding the Property) or any other neighbouring or adjoining property.

45. LIMITATION OF LIABILITY

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

46. TENANT'S OPTION TO BREAK

- 46.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 3 months before the relevant Break Date.

- 46.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

46.2.1 the Tenant has not paid by way of cleared funds any part of the Annual Rent, Service Charge and Insurance Rent (plus any VAT) which was due to have been paid; or

46.2.2 the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession.

- 46.3 Subject to clause 46.2, following service of a Break Notice this lease shall terminate on the relevant Break Date.

- 46.4 Termination of this lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

- 46.5 If this lease terminates in accordance with clause 46.3, then, within ten working days of the relevant Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant

for the period from but excluding the relevant Break Date up to but excluding the next Rent Payment Date.

47. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

47.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

47.2 Following the service of a notice pursuant to clause 47.1, the Landlord may enter the Property and carry out the required works if the Tenant:

47.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

47.2.2 is not carrying out the required works with all due speed.

47.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 47.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

47.4 Any action taken by the Landlord pursuant to this clause 47 shall be without prejudice to the Landlord's other rights (including those under clause 41).

48. NOTICES

48.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

48.1.1 by hand:

- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (c) in any other case, at that party's last known place of abode or business in the United Kingdom; or

48.1.2 by pre-paid first-class post or other next working day delivery service:

- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (c) in any other case, at that party's last known place of abode or business in the United Kingdom.

48.2 If a notice complies with the criteria in clause 48.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

48.2.1 delivered by hand, at the time the notice is left at the proper address; or

48.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

48.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

49. CONSENTS AND APPROVALS

49.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

49.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

49.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

49.2 If a waiver is given pursuant to clause 49.1, it shall not affect the requirement for a deed for any other consent.

49.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

49.3.1 the approval is being given in a case of emergency; or

49.3.2 this lease expressly states that the approval need not be in writing.

49.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

49.4.1 imply that any consent or approval required from a third party has been obtained; or

49.4.2 obviate the need to obtain any consent or approval from a third party.

49.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

49.6 Where:

49.6.1 the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or

49.6.2 the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

50. EXPERT DETERMINATION

50.1 This clause 50 applies in relation to any matter referred to an Expert for determination pursuant to:

50.1.1 paragraph 2.1 of Part 5 of Schedule 5; or

50.1.2 paragraph 12 of Part 4 of Schedule 7.

50.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

- 50.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within ten working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 50.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of ten working days of the matter being referred to the Expert.
- 50.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- 50.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 50.5.2 this clause 50 shall apply to the new Expert as if they were the first Expert appointed.
- 50.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 50.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 50.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 50.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 50.10 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- 50.10.1 the other party may pay instead; and
- 50.10.2 the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 50.10.1.
- 50.11 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

51. VAT

- 51.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 51.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

- 51.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

52. JOINT AND SEVERAL LIABILITY

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

53. ENTIRE AGREEMENT

- 53.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- 53.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

- 53.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

- 53.4 Nothing in this clause shall limit or exclude any liability for fraud.

54. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

55. GOVERNING LAW

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

56. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Property

The land and building known as 2 Market Place, Rugby, CV21 3DY which forms part of the Estate and is shown edged red on Plan 1 and Plan 2 including one half severed vertically of any party walls separating the Property from any adjoining premises but excluding any Service Media in, on, under or over the Property (whether in existence at the date of this lease or installed in the future) that are used by the Property in common with any other part of the Estate.

SCHEDULE 2

Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 The right to support and protection for the Property from the other parts of the Estate to the extent that those parts of the Estate provide support and protection to the Property at the date of this lease.
 - 1.2 In accordance with any Landlord's designation under paragraph 1.7 of Schedule 3, the right to use the Estate Common Parts or such other areas designated from time to time by the Landlord in accordance with clause 1.6.1 of Schedule 3 for the purposes of access to and egress from the Property and those parts of the Estate over which the Tenant is granted rights in this Schedule.
 - 1.3 The right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Estate pursuant to clause 1.3.3 of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
 - 1.4 Subject to the Tenant complying with clause 23.2, the right to enter the Estate Common Parts or any Lettable Building so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.

SCHEDULE 3
Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Estate (excluding the Property)) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 39, the right to enter the Property:
 - 1.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - 1.2.2 to carry out any works to any other part of the Estate; and
 - 1.2.3 for any other purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - 1.3.1 use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - 1.3.2 install and construct Service Media at the Property to serve any other part of the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 40, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 Subject to the Landlord complying with clause 38.1, the right from time to time to:
 - 1.6.1 designate alternative areas, routes or facilities over which the Rights may be exercised; or
 - 1.6.2 prevent or restrict access to any of the Estate Common Parts if reasonably required to enable works to be carried out to any part of the Estate or in case of emergency.
 - 1.7 Subject to the Landlord complying with clause 38.2, the right from time to time to designate which of the Estate Common Parts may be used by the Tenant on foot only,

by vehicles only or both on foot and by vehicles and this shall include the right to specify which type, size and weight of vehicles are permitted to use any of those Estate Common Parts designated by the Landlord for use by vehicles.

2. The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Estate Common Parts or loss of amenity for the Property or the Estate Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

2.2.1 the Landlord;

2.2.2 anyone else who is or becomes entitled to exercise them; and

2.2.3 anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

SCHEDULE 4
Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Estate and any land over which the Rights are granted including those set out or referred to in the register entries of title number WK286510 as at the 9th October 2024 at 10:55:54.

SCHEDULE 5

Rent review

PART 1

Definitions

1. DEFINITIONS

1.1 The following definitions apply in this Schedule 5.

Assumptions: the assumptions set out in Part 2 of this Schedule 5.

Disregards: the disregards set out in Part 3 of this Schedule 5.

Hypothetical Lease: the lease described in Part 4 of this Schedule 5.

Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

1. in the open market;
2. at the relevant Review Date; and
3. applying the Assumptions and Disregards.

Review Dates: 16th April 2029 (*the fourth anniversary of the Contractual Term*) and 16th April 2032 (*the seventh anniversary of the Contractual Term*).

Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is agreed or determined.

PART 2

Assumptions

1. The matters to be assumed are:

1.1 The Property is available to let in the open market:

1.1.1 on the terms of the Hypothetical Lease;

1.1.2 by a willing landlord to a willing tenant;

1.1.3 with vacant possession; and

1.1.4 without a fine or a premium.

1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting-out works at the Property.

1.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.

1.4 The Tenant and the Landlord have fully complied with their obligations in this lease.

1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

1.6 No work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 26.

1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.

PART 3

Disregards

1. The matters to be disregarded are:

1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.

1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.

1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).

1.4 Any effect on rent of any obligation on the Tenant to fit-out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.

1.5 Any statutory restriction on rents or the right to recover them.

PART 4

Hypothetical Lease

1. A lease:

1.1 Of the whole of the Property.

1.2 For a term equal to the unexpired residue of the Contractual Term at the relevant Review Date.

1.3 With rent review dates every fourth and seventh anniversary from the relevant Review Date.

1.4 With the right for the willing tenant to terminate the lease in accordance with clause 46 but assuming the Break Dates in clause 46 are on or at any time after the day preceding every fourth and seventh anniversary of the relevant Review Date.

1.5 Otherwise on the terms of this lease (other than the amount of the Annual Rent, the Break Dates and the Review Dates, and the provision in this lease for a rent-free period).

PART 5
Review of the Annual Rent

1. REVIEW

- 1.1 The Annual Rent shall be reviewed on each Review Date to equal:
- 1.1.1 the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
 - 1.1.2 in the absence of such agreement, the greater of:
 - (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
 - (b) the Open Market Rent agreed or determined pursuant to this Schedule 5.
- 1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.
- 1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2. DETERMINATION BY THE EXPERT

- 2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the relevant Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with clause 50. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

3. LATE REVIEW OF ANNUAL RENT

- 3.1 If the revised Annual Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:
- 3.1.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
 - 3.1.2 on or before the Shortfall Payment Date, pay:
 - (a) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (b) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised

Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4. TIME NOT OF THE ESSENCE

4.1 Time is not of the essence for the purposes of this Schedule 5.

5. GUARANTOR

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

SCHEDULE 6
Insurance

1. LANDLORD'S OBLIGATION TO INSURE

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):
- 1.1.1 the Property and the Estate Common Parts on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost;
 - 1.1.2 against public liability of the Landlord in relation to the Estate Common Parts in such amount and on such terms as the Landlord shall reasonably consider appropriate; and
 - 1.1.3 loss of Annual Rent from the Property for three years.
- 1.2 The Landlord shall not be obliged to insure:
- 1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property, the Estate and the Estate Common Parts in this Schedule 6 shall exclude the Excluded Insurance Items;
 - 1.2.2 any alterations to the Property that form part of the Property unless:
 - (a) those alterations are permitted or required under this lease;
 - (b) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (c) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - 1.2.3 the Property and the Estate Common Parts when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. LANDLORD TO PROVIDE INSURANCE DETAILS

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 6, the Landlord must:
- 2.1.1 at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (a) full details of the insurance policy;
 - (b) evidence of payment of the current year's premiums; and
 - (c) details of any commission paid to the Landlord by the Landlord's insurer;
 - 2.1.2 procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

3. TENANT'S OBLIGATIONS

3.1 The Tenant must pay to the Landlord on demand:

- 3.1.1 the Insurance Rent;
- 3.1.2 a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- 3.1.3 a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Property and the Estate Common Parts for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.

3.2 The Tenant must:

- 3.2.1 immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and the Estate Common Parts and must also give the Landlord notice of that matter;
- 3.2.2 not do or omit to do anything as a result of which:
 - (a) any insurance policy for the Estate may become void or voidable or otherwise prejudiced;
 - (b) the payment of any policy money may be withheld; or
 - (c) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- 3.2.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Estate where written details of those requirements or recommendations have first been given to the Tenant;
- 3.2.4 give the Landlord immediate notice of the occurrence of:
 - (a) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (b) any other event that might affect any insurance policy relating to the Property;
- 3.2.5 except for the Excluded Insurance Items forming part of the Property, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;
- 3.2.6 pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay in relation to the Estate by reason of any act or omission of the Tenant or any Authorised Person; and

3.2.7 insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:

- (a) full details of that insurance policy; and
- (b) evidence of payment of the current year's premiums.

4. RENT SUSPENSION

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Estate Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Estate Damage) shall be suspended until the earlier of:

- 4.1.1 the date on which the relevant parts of the Property and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
- 4.1.2 the date which is three years from and including the date on which that Estate Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Estate Damage is caused by:

- 4.2.1 an Insured Risk and:
 - (a) the policy of insurance in relation to the Property and the Estate Common Parts has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (b) the Tenant has not complied with paragraph 3.2.6 of this Schedule; or
- 4.2.2 an Uninsured Risk and the Estate Damage was Tenant Damage.

4.3 If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:

- 4.3.1 the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;
- 4.3.2 the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;
- 4.3.3 the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;
- 4.3.4 X shall be:
 - (a) the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the Suspension Period and the day before the Original Rent Commencement Date; or

- (b) if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under clause (a) of this Schedule (rounding up to the nearest whole day);

4.3.5 if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and

4.3.6 if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5. LANDLORD'S OBLIGATION TO REINSTATE FOLLOWING DAMAGE OR DESTRUCTION BY AN INSURED RISK

5.1 Following any damage to or destruction of the Property or the Estate Common Parts by an Insured Risk, the Landlord must:

5.1.1 use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Property and the Estate Common Parts; and

5.1.2 reinstate the relevant parts of the Property and the Estate Common Parts except that the Landlord shall not be obliged to:

- (a) reinstate unless all necessary planning and other consents are obtained;
- (b) reinstate unless the Tenant has paid the sums due under paragraph 3.1.2 and paragraph 3.2.6 of this Schedule;
- (c) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (d) reinstate after a notice to terminate has been served pursuant to this Schedule 6.

5.2 If the Landlord is obliged to reinstate the relevant parts of the Property and the Estate Common Parts pursuant to paragraph 5.1.2 of this Schedule, the Landlord must:

5.2.1 use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1.2 and paragraph 3.2.6 of this Schedule for the purposes of that reinstatement; and

5.2.2 make up any shortfall out of its own funds.

6. TERMINATION IF REINSTATEMENT IMPOSSIBLE OR IMPRACTICAL FOLLOWING ESTATE DAMAGE BY AN INSURED RISK

6.1 Following Estate Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Property and the Estate Common Parts, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Estate Damage occurred.

7. ESTATE DAMAGE BY AN UNINSURED RISK

- 7.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Estate Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Estate Damage occurred, the Landlord must either:
- 7.1.1 terminate this lease by giving notice to the Tenant; or
 - 7.1.2 notify the Tenant that it intends to reinstate the relevant parts of the Property and the Estate Common Parts at its own cost.
- 7.2 If the Landlord notifies the Tenant under paragraph 7.1.2 that it intends to reinstate the relevant parts of the Property and the Estate Common Parts, then the Landlord must use:
- 7.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Property and the Estate Common Parts; and
 - 7.2.2 its own monies to reinstate the relevant parts of the Property and the Estate Common Parts but the Landlord shall not be obliged to:
 - (a) reinstate unless all necessary planning and other consents are obtained;
 - (b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (c) reinstate after a notice to terminate has been served pursuant to this Schedule 6.
- 7.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1.1 or paragraph 7.1.2 by the date which is 12 months from and including the date on which the relevant Estate Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.

8. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF RENT SUSPENSION

- 8.1 If Estate Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1.2 of this Schedule) occurs and the relevant parts of the Property and the Estate Common Parts have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is three years after the date on which that Estate Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
- 8.1.1 such notice is served before the relevant parts of the Property and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
 - 8.1.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 16 or this Schedule 6.

9. CONSEQUENCES OF TERMINATION

- 9.1 If either party gives a notice to terminate this lease in accordance with this Schedule 6:
- 9.1.1 this lease shall terminate with immediate effect from the date of the notice;
 - 9.1.2 none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
 - 9.1.3 any proceeds of the insurance for the Property and the Estate Common Parts shall belong to the Landlord.

SCHEDULE 7
Service Charge

PART 1
Services

1. The Services are:
 - 1.1 Cleaning, maintaining, decorating and repairing the Retained Parts.
 - 1.2 Repairing and maintaining the Service Media within and exclusively serving the whole or any part of any Lettable Building that is unlet and unoccupied where the Landlord reasonably considers that such repair or maintenance is necessary to prevent damage occurring to any part of the Estate.
 - 1.3 Cleaning, maintaining, repairing and replacing signage for the Estate Common Parts.
 - 1.4 Cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Estate Common Parts.
 - 1.5 Cleaning, maintaining, repairing and replacing any signs or noticeboards in or on the Estate Common Parts showing the names and logos of the tenants and other occupiers at the Estate.
 - 1.6 Maintaining the landscaped, ornamental, decorative and grassed areas and items in the Estate Common Parts.
 - 1.7 Cleaning, maintaining, repairing and replacing the furniture and fittings on the Estate Common Parts.
 - 1.8 Controlling pests and vermin in or on the Estate Common Parts.
 - 1.9 Effecting the following insurances in such amount and on such terms as the Landlord (acting reasonably) shall consider appropriate:
 - 1.9.1 engineering insurances in respect of any plant and machinery at the Estate Common Parts; and
 - 1.9.2 employer's liability insurance against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Property and the Estate Common Parts.
 - 1.10 Any other service, amenity or facility that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Estate.

PART 2
Service Costs

1. Subject to paragraph 11.1 of Part 4 of this Schedule, the Service Costs are the total of:
 - 1.1 All of the reasonable and properly incurred costs of:
 - 1.1.1 providing the Services;

- 1.1.2 providing the Services in respect of any of the Retained Parts as the Landlord may in its reasonable discretion consider appropriate for the purposes of good estate management;
- 1.1.3 the supply and removal of Utilities to and from the Retained Parts;
- 1.1.4 reading any meters at the Estate;
- 1.1.5 complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Retained Parts);
- 1.1.6 complying with all laws relating to the Retained Parts, their use and any works carried out to them, relating to the use of all Service Media, machinery and equipment at or serving the Retained Parts and relating to any materials kept at or disposed of from the Retained Parts;
- 1.1.7 complying with the Third Party Rights insofar as they relate to the Retained Parts;
- 1.1.8 taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or Estate as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Estate as a whole); and
- 1.1.9 borrowing to fund major expenditure on any Service which is infrequent or of an unusual nature.
- 1.2 The total of the reasonable and properly incurred costs, fees and disbursements of:
 - 1.2.1 any managing agent or person employed by the Landlord, or by the managing agents, or otherwise retained by the Landlord to act on the Landlord's behalf (or, where no such person is employed or retained, the Landlord itself) in relation to the carrying out and provision of the Services, calculation of the Service Costs and the administration of the Service Charge (excluding Site Management Staff); and
 - 1.2.2 the accountants employed by the Landlord in relation to the preparation, auditing, certification and review of the Service Charge accounts.
- 1.3 Subject to paragraph 11.2 of Part 4 of this Schedule, all of the reasonable and properly incurred costs in relation to the Site Management Staff as follows:
 - 1.3.1 salaries (and all appropriate benefits);
 - 1.3.2 employers' costs (including, but not limited to, national insurance contributions and tax, costs of compliance with statutory requirements, pension, welfare and insurance contributions) and any associated administrative costs;
 - 1.3.3 training;
 - 1.3.4 uniforms; and
 - 1.3.5 all equipment and supplies needed for the proper performance of their duties.
- 1.4 All rates, taxes and impositions payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in

connection with any dealing with or disposition of its reversionary interest in the Estate).

- 1.5 The reasonable and proper cost of complying with any of the Landlord's obligations contained in Part 4 of this Schedule.
- 1.6 All costs incurred or contributed by the Landlord in respect of the repair, maintenance or renewal of any road, pathway or other accessway which serves, but does not form part of, the Estate.
- 1.7 Any VAT payable in respect of any of the items mentioned above except to the extent that the Landlord obtains credit for such VAT.

PART 3

Excluded Service Costs

1. The Excluded Service Costs are any costs which relate to or arise from:
 - 1.1 Matters between the Landlord and an occupier in the Estate including (but not limited to) costs relating to or arising from:
 - 1.1.1 enforcement of covenants to pay rent and other monies payable under the occupier's lease or licence;
 - 1.1.2 the letting or licensing of any Lettable Building;
 - 1.1.3 any consents required under the relevant lease or licence, including, but not limited to, consents to assign, underlet, alterations and change use;
 - 1.1.4 the provision of any Service to any Lettable Building beyond the usual times during which the Services are provided; and
 - 1.1.5 rent reviews.
 - 1.2 Negligence of the Landlord or of any person referred to in paragraph 1.2 of Part 2 of this Schedule.
 - 1.3 The whole or any part of any Lettable Building which is not let or occupied (except for any costs incurred pursuant to paragraph 1.2 of Part 1 of this Schedule).
 - 1.4 Any shortfall in the costs of providing any of the Services to a Lettable Building for which the Landlord has agreed a special concession.
 - 1.5 The maintenance or operation of or the provision of any service or support to any Lettable Building which is used exclusively by the tenant(s) and occupier(s) of that Lettable Building.
 - 1.6 The maintenance or operation of or the provision of any service or support to any premises within the Estate used by the Landlord solely for its own purposes which are not wholly or partly in connection with the management of the Estate.
 - 1.7 The initial provision of any items that are reasonably to be considered part of the original design and construction of the fabric, plant or equipment of the Estate or any accessway serving the Estate together with the initial setting up that is reasonably to be considered part of the original development of the Estate.

- 1.8 Any future redevelopment of the Estate.
- 1.9 The replacement of any item of the fabric, plant, equipment or materials necessary for the operation of the Estate, except where analysis of the reasonable options and alternatives determines that:
 - 1.9.1 replacement is appropriate because the fabric, plant, equipment or materials are beyond economic repair at reasonable cost or beyond efficient or economic operation;
 - 1.9.2 the cost of replacement is relatively low when compared to the greater cost anticipated if replacement is postponed materially; or
 - 1.9.3 replacement is required by statute or the insurers of the Estate.
- 1.10 The improvement of any item (where the cost exceeds the costs of normal maintenance, repair or replacement) except where the expenditure can be justified following the analysis of reasonable options and alternatives and having regard to a cost benefit analysis over the term of the leases in the Estate.
- 1.11 Any Services provided by reason of damage to or destruction of the Retained Parts by an Insured Risk or an Uninsured Risk.
- 1.12 Any costs incurred in relation to any dealing with the Landlord's interest in the Estate.

PART 4

Service Charge administration and obligations

1. PROVISION OF SERVICES

- 1.1 Subject to the other provisions of this paragraph 1, the Landlord:
 - 1.1.1 must use reasonable endeavours to provide the Services set out in paragraph 1.1 to paragraph 1.11 (inclusive) of Part 1 of this Schedule; and
 - 1.1.2 may (but shall not be obliged to) provide any of the other Services set out in Part 1 of this Schedule.
- 1.2 The Landlord may (in its absolute discretion) add to, extend, vary, withdraw or withhold any of the Services provided that in doing so the Landlord must act reasonably and in the interests of good estate management.
- 1.3 The Landlord shall not be obliged to:
 - 1.3.1 carry out any works where the need for those works has arisen by reason of any damage or destruction by an Uninsured Risk (unless the Landlord has elected to carry out such works under paragraph 7.1 of Schedule 6); or
 - 1.3.2 replace or renew any part of the Estate or any item or system within the Estate unless it is beyond economic repair.
- 1.4 The Landlord shall not be liable for any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord provided that the Landlord must use reasonable endeavours to restore the provision of the relevant Service as soon as reasonably practicable.

2. TENANT'S OBLIGATION TO PAY THE SERVICE CHARGE

2.1 Subject to paragraph 3 of this Part of this Schedule, the Tenant must pay to the Landlord the Service Charge for each Service Charge Year by way of:

2.1.1 on account payments of the Estimated Service Charge in accordance with paragraph 5 of this Part of this Schedule;

2.1.2 any payment payable under paragraph 6 of this Part of this Schedule; and

2.1.3 any payment payable under paragraph 9.1.1 of this Part of this Schedule.

3. APPORTIONMENTS IN CURRENT SERVICE CHARGE YEAR AND FINAL SERVICE CHARGE YEAR

3.1 For the Current Service Charge Year:

3.1.1 the Tenant shall only be obliged to pay to the Landlord apportioned amounts of the Estimated Service Charge and Service Charge for that Service Charge Year; and

3.1.2 those apportioned amounts shall be calculated on a daily basis for the period from and including the date of this lease **to** and including the last day of the Current Service Charge Year.

3.2 For the Final Service Charge Year:

3.2.1 the Tenant shall only be obliged to pay to the Landlord an apportioned amount of the Service Charge for that Service Charge Year; and

3.2.2 that apportioned amount shall be calculated on a daily basis for the period from and including the first day of the Final Service Charge Year **to** and including the Termination Date.

4. ESTIMATED SERVICE CHARGE CALCULATION

4.1 At least one month before the start of each Service Charge Year, the Landlord must prepare and send to the Tenant:

4.1.1 a Service Costs Budget for that Service Charge Year; and

4.1.2 a statement of the Estimated Service Charge for that Service Charge Year.

5. TENANT'S OBLIGATION TO PAY THE ESTIMATED SERVICE CHARGE

5.1 Subject to paragraph 5.2 of this Part of this Schedule, the Tenant must pay to the Landlord:

5.1.1 for the Current Service Charge Year, the apportioned amount of the Estimated Service Charge calculated in accordance with paragraph 3.1 of this Part of this Schedule by equal instalments in advance on the date of this lease and each of the subsequent Rent Payment Dates during the Current Service Charge Year; and

5.1.2 for each subsequent Service Charge Year, the Estimated Service Charge for that Service Charge Year by equal instalments in advance on each of the Rent Payment Dates during that Service Charge Year.

5.2 Following receipt by the Tenant of a revised statement of the Estimated Service Charge pursuant to paragraph 10.2.3 of this Part of this Schedule, then, for the Service Charge Year to which that revised statement relates:

- 5.2.1 the amount specified in that revised statement for the purposes of clause (a) of this Part of this Schedule shall apply in substitution for the Estimated Service Charge previously payable by the Tenant for that Service Charge Year; and
- 5.2.2 the Tenant must pay to the Landlord the amount specified in that revised statement for the purposes of clause (b) of this Part of this Schedule by equal instalments in advance on each of the remaining Rent Payment Dates during that Service Charge Year.

6. UNEXPECTED SERVICE COSTS

- 6.1 If the Landlord is required to incur or incurs any Service Cost that was not anticipated when determining the Estimated Service Charge for any Service Charge Year, the Tenant must pay to the Landlord on demand any sum that the Landlord reasonably requires from the Tenant in respect of that Service Cost.
- 6.2 Any sums paid by the Tenant pursuant to this paragraph 6 shall be treated as Estimated Service Charge paid by the Tenant for the purposes of paragraph 9.1 of this Part of this Schedule.

7. SERVICE CHARGE STATEMENT

- 7.1 As soon as reasonably practicable and in any event no later than four months after the end of each Service Charge Year, the Landlord must prepare and send to the Tenant a Service Charge Statement for that Service Charge Year.
- 7.2 If any Service Cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord may include it in the Service Costs Budget and Service Charge Statement in the following Service Charge Year.
- 7.3 Subject to paragraph 7.2 of this Part of this Schedule and except in the case of manifest error, the Service Charge Statement shall be conclusive as to all matters of fact to which it refers.

8. TENANT'S INSPECTION AND AUDIT

- 8.1 Within the period of four months from and including the Tenant's receipt of a Service Charge Statement, the Tenant may inspect all relevant paperwork and any supporting documentation relating to that Service Charge Statement by appointment with the Landlord or its agents.
- 8.2 On request by the Tenant and at the Tenant's cost, the Landlord must agree to an independent audit of the Service Costs.

9. BALANCING PAYMENTS OF SERVICE CHARGE

- 9.1 If the Service Charge (or, where applicable, the apportioned amount of the Service Charge calculated in accordance with paragraph 3 of this Part of this Schedule) payable by the Tenant for a Service Charge Year is:
 - 9.1.1 more than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Tenant must pay the difference to the Landlord within five working days of demand; or
 - 9.1.2 less than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Landlord must credit the difference against the Tenant's next instalment of

Estimated Service Charge (and, where the difference exceeds the next instalment, the Landlord must credit the balance of the difference against each succeeding instalment until it is fully credited). Except that, for the Final Service Charge Year, the Landlord must repay the difference to the Tenant within one month of the date on which the Service Charge Statement for that Service Charge Year is certified.

- 9.2 The provisions in this paragraph 9 shall continue to apply notwithstanding the occurrence of the Termination Date but only in respect of the Tenant's obligation to pay the Service Charge for the period up to and including the Termination Date.

10. ALTERNATIVE ANNUAL ACCOUNTING PERIOD

- 10.1 The Landlord may from time to time stipulate and notify to the Tenant an alternative annual accounting period as the Service Charge Year.

- 10.2 If the Landlord stipulates and notifies to the Tenant an alternative annual accounting period in accordance with paragraph 10.1 of this Part of this Schedule, the Landlord must:

10.2.1 at the same time notify the Tenant of its decision to change the end date of the Service Charge Year current at the date of that notification to either increase or decrease the length of that Service Charge Year to a period that is more or less than an annual period to accommodate that alternative annual accounting period;

10.2.2 act reasonably in the interests of good estate management when deciding whether to increase or decrease the length of the Service Charge Year pursuant to paragraph 10.2.1 of this Part of this Schedule; and

10.2.3 as soon as reasonably practicable after notifying the Tenant of its decision pursuant to paragraph 10.2.1 of this Part of this Schedule, prepare and send to the Tenant a revised Service Costs Budget and a revised statement of the Estimated Service Charge for that Service Charge Year which includes:

- (a) a statement of the amount of Estimated Service Charge payable by the Tenant for that Service Charge Year;
- (b) a statement of the amount of that revised Estimated Service Charge payable by the Tenant for the remainder of that Service Charge Year taking into account any payments of Estimated Service Charge already made by the Tenant during that Service Charge Year; and
- (c) explanations of how the amounts in clause (a) and clause (b) of this Part of this Schedule have been calculated.

11. LANDLORD'S GENERAL RIGHTS AND OBLIGATIONS

- 11.1 The Landlord must not include any of the Excluded Service Costs within the Service Costs and no sums payable by the Tenant under this Schedule shall include any Excluded Service Costs.

- 11.2 Where the Site Management Staff provide Services to the Estate and to other properties, the Landlord must include in the Service Costs only a reasonable proportion of the costs set out in paragraph 1.3 of Part 2 of this Schedule.

- 11.3 The Landlord must use reasonable endeavours to notify the Tenant promptly in advance (and within the relevant Service Charge Year) of any material variation to the Service Costs set out in a Service Costs Budget.

12. DISPUTES

- 12.1 Any dispute between the Landlord and the Tenant that arises in connection with the provisions of this Schedule 7 may, in the absence of agreement, be referred at any time by either party for determination by an Expert under clause 50.

SCHEDULE 8
Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

- 1.1 The Guarantor guarantees to the Landlord that the Tenant shall:
- 1.1.1 pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
 - 1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.
- 1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:
- 1.2.1 to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
 - 1.2.2 to observe or perform any of the obligations the Tenant enters into in the AGA.

2. GUARANTOR'S LIABILITY

- 2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.
- 2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 2.2.1 any time or indulgence granted by the Landlord to the Tenant;
 - 2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
 - 2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
 - 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);
 - 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

- 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
 - 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
 - 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
 - 2.2.9 without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
 - 2.2.10 the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - 2.2.11 any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:
- 3.2.1 the variation is material or prejudicial to the Guarantor;
 - 3.2.2 the variation is made in any document; or
 - 3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

- 4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - 4.2.2 be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - 4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease; and
 - 4.2.4 otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months' Annual Rent and the Guarantor must pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

- 5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.
- 5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2.3 of this Schedule.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or

arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

- 6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. OTHER SECURITIES

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Executed as deed by **Redd Investments Limited** acting by a director in the presence of:

Signed by:
Matthew Reddy
A6E839AE804D402...
.....

Director

Signed by:
Diane Saunders
C3215A90AFC440C...
.....

Signature of Witness

Name: Diane Saunders

Address: 130 Coltham Road, Short Heath, willenhall, west Midlands, WV12 5QB

Occupation: Personal Assistant

Executed as deed by **Rugby OP Limited** acting by a director, in the presence of:

.....
Director

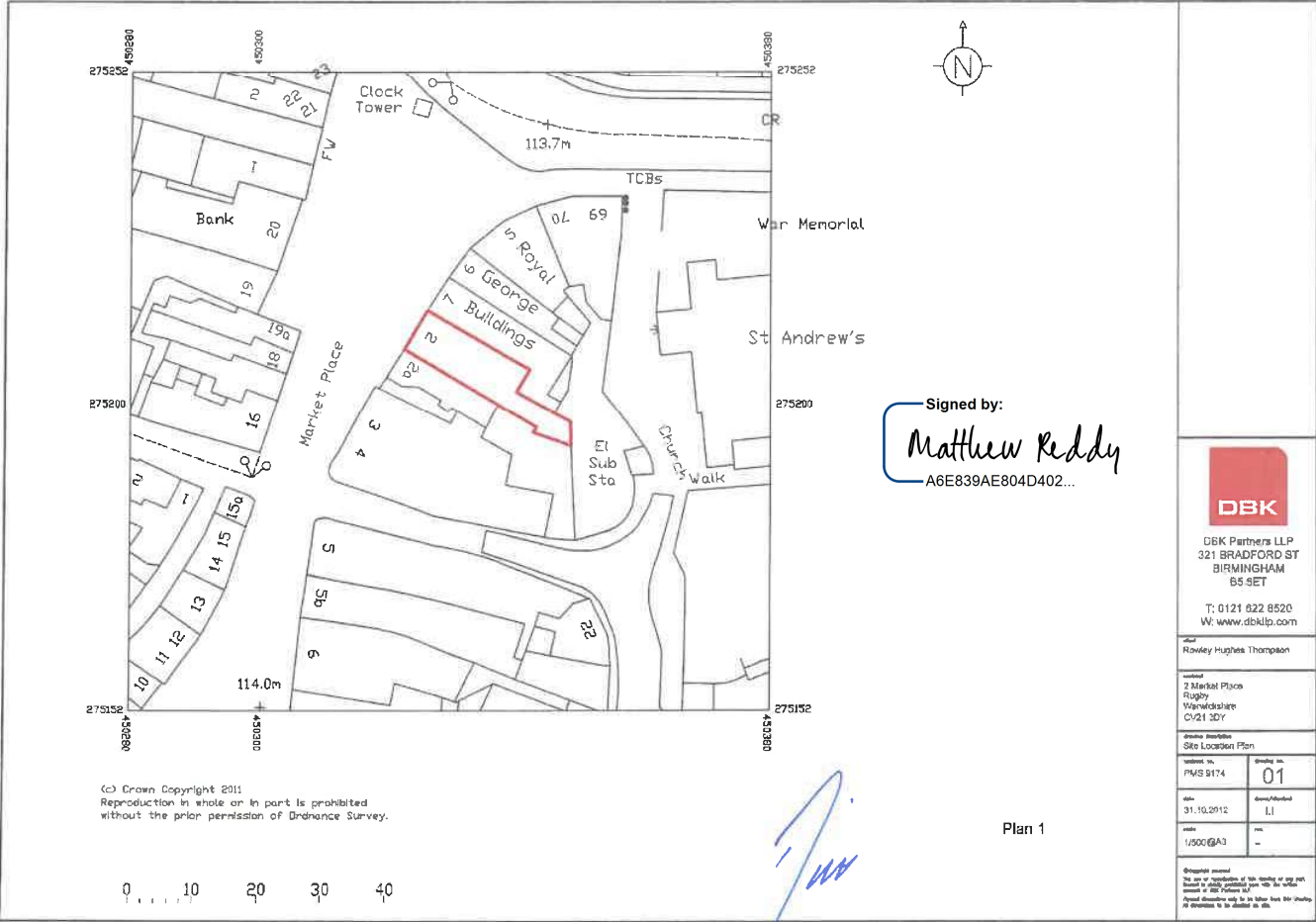
.....
Signature of witness

Name:

Address:

Occupation:

APPENDIX A
Property Plan





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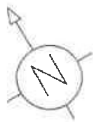
Location
2 Market Place
Rugby
Warwickshire
CV21 3DY

Drawing Information
Site Location Plan

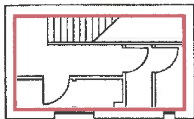
Revision no.	Drawing no.
PMS 9174	01
Date 31.10.2012	Drawn/checked [I]
Scale 1/500 @ A3	Rev -

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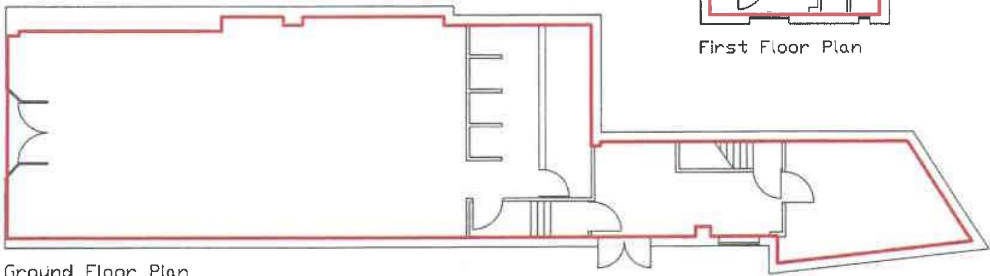
APPENDIX B
Floor Plan



Signed by:
Matthew Reddy
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First Floor Plan



Ground Floor Plan

[Handwritten signature]

Plan 2



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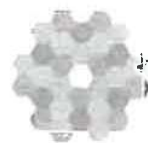
Author Rowley Hughes Thompson	
Location 2 Market Place Rugby Warwickshire CV21 3DY	
Drawing Description Floor Plans	
document no. PMS9174	drawing no. 04
date 31.10.2012	drawn/checked LJ
scale 1/100@A3	rev -

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Appendix C – Estate Plan

Land Registry
Official copy of
title plan

Title number **WK286510**
Ordnance Survey map reference **SP5075SW**
Scale **1:1250**
Administrative area **Warwickshire : Rugby**



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Signed by:

Matthew Reddy

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Plan 3