

DATED 9th October 2019

WM LETTINGS LIMITED [1]

WEST MIDLAND REFERRALS LIMITED [2]

UNDERLEASE
relating to premises known as

**Veterinary Hospital at
Errisberg House
Barton-Under-Needwood
Burton-on-Trent
Staffordshire
DE13 8EB**



Pinsent Masons

CONTENTS

Clause	Page
LAND REGISTRY PRESCRIBED CLAUSES	1
1 DEFINITIONS AND INTERPRETATION	3
2 DEMISE, TERM AND RENT	10
3 TENANT'S OBLIGATIONS	10
4 LANDLORD'S OBLIGATIONS	18
5 AGREEMENTS	19
6 GUARANTOR'S OBLIGATIONS	22
7 BREAK CLAUSE	24
8 RESTRICTIONS IN THIS UNDERLEASE PREVAIL OVER MATTERS PERMITTED BY THE SUPERIOR LEASE	24
9 JURISDICTION	24
10 LEGAL EFFECT	24
SCHEDULE 1 - RIGHTS	25
PART 1 - TENANT'S RIGHTS	25
PART 2 - LANDLORD'S RIGHTS	26
SCHEDULE 2 - RENT REVIEW	27
SCHEDULE 3 - INSURANCE AND DAMAGE PROVISIONS	30
SCHEDULE 4 - TITLE MATTERS	32
SCHEDULE 5 - WORKS	33
PART 1 - PERMITTED WORKS	33
PART 2 - UNDERLETTING	36

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

9th October

2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

SF311799

LR3. Parties to this lease

Landlord

WM LETTINGS LIMITED (Company Registration Number 08902613) whose registered office is situated at Errisbeg House, Barton Turn, Barton-Under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EB

Tenant

WEST MIDLANDS REFERRALS LIMITED (Company Registration Number 08408025) whose registered office is situated at Errisbeg House, Barton Turn, Barton-Under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EB

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.

The property described as the "Premises" in Clause 1 of this Lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in Clause 2.1.1 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

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

As specified in this Lease at Part 1 of Schedule 1.

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

As specified in this Lease at Part 2 of Schedule 1.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

THIS LEASE is made on the date specified in Clause LR1

BETWEEN:-

- (1) the Landlord named in Clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**"); and
- (2) the Tenant named in Clause LR3 and its successors in title (the "**Tenant**")

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease:-

"1925 Act"	means the Law of Property Act 1925
"1954 Act"	means the Landlord and Tenant Act 1954
"1986 Act"	means the Insolvency Act 1986
"1994 Act"	means the Law of Property (Miscellaneous Provisions) Act 1994
"Act"	means any act of Parliament and any delegated law made under it
"AGA"	means an authorised guarantee agreement (as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995)
"Break Date"	means the expiry of the fifth anniversary of the Term Start Date and every fifth anniversary of that date as specified in the Tenant's notice given under Clause 6.1
"Business Day"	means any day other than a Saturday, Sunday or a bank or public holiday in England and Wales
"Common Facilities"	means all Conducting Media, structures, walls, fences, roads, paths, works, services or facilities used or capable of being used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any "party structures", "party walls" and "party fence walls" within the meaning of the Party Wall etc Act 1996
"company"	includes:- <ol style="list-style-type: none">(a) any UK registered company (as defined in section 1158 of the Companies Act 2006)(b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006(c) any unregistered company (to include any association) and(d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on

Insolvency Proceedings 2000

"Conducting Media"	means any media for the transmission of Supplies
"Current Guarantor"	means someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA
"Electronic Communications Apparatus"	means "electronic communications apparatus" as defined in section 151 of the Communications Act 2003
"End Date"	means the last day of the Term (however it arises)
"Environmental Performance"	means all or any of the following:- <ul style="list-style-type: none">(a) the consumption of energy and associated generation of greenhouse gas emissions(b) the consumption of water(c) waste generation and management and(d) any other environmental impact arising from the use or operation of the Premises
"EPC"	means an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012)
"Group Company"	means in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act
"Insurance Rent"	means the "Insurance Rent" as defined in the Superior Lease
"Insured Risks"	means the "Insured Risks" as defined in the Superior Lease
"Interest Rate"	means three per cent above the base rate for the time being in force of Barclays Bank plc (or any other UK clearing bank specified by the Landlord)
"Latent Defect"	means any defect in the Premises or in anything installed in or on the Premises attributable to:- <ul style="list-style-type: none">(a) defective design;(b) defective workmanship or materials;(c) defective supervision of the construction or the installation of anything in or on the Premises; or defective preparation of the site on which the Premises are constructed

"Main Rent"	means the rent payable under Clause 2.2
"Main Structure"	means the structural and exterior parts of the building of which the Premises form part including the foundations and roof, all exterior or load-bearing or structural walls, pillars, beams, joists, ceilings, structural floor slabs and ramps, the doors in all exterior or load-bearing or structural walls, and their frames and fittings and the windows in all exterior or load-bearing or structural walls, and their frames, fittings and sills (other than any parts of the building that are part of the Premises or have been let to another tenant)
"Outgoings"	means all or any of:- <ul style="list-style-type: none"> (a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:- <ul style="list-style-type: none"> (i) tax (other than VAT) on the Rents payable and (ii) any tax arising from the Landlord's dealing with its own interests (b) Supply Costs for the Premises (c) all costs and expenses for which the Landlord, any other owner or the occupier of the Premises is responsible in respect of the Common Facilities and (d) a fair and reasonable proportion of the Outgoings referred to in paragraphs (a) and (b) charged in respect of the Premises and any adjoining premises
"Permitted Use"	means the use of the Premises as a veterinary surgery with ancillary offices or any other use within Use Class D1 of the Town & Country Planning (Use Classes) Order 1987 which the Landlord shall approve (such approval not to be unreasonably withheld or delayed)
"Permitted Works"	means any works or installations to which the Landlord and Superior Landlord has consented or for which, under Clause 3.10, the Landlord's consent and Superior Landlord's consent is not required
"Planning Acts"	means every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings
"Planning Permission"	means any permission, consent or approval given under the Planning Acts
"Plan 1"	means the plan attached to this lease marked "Plan 1"
"Plan 2"	means the plan attached to this lease marked "Plan 2"
"Premises"	means the premises known as Veterinary Hospital, Errisberg House, Burton Turn, Barton-Under-Needwood,

Burton-on-Trent, Staffordshire, DE13 8EB and shown edged red on Plan including in respect of that part of the Premises shown edged red and cross-hatched blue on Plan 2:-

- (a) all buildings from time to time on the Premises and the load-bearing walls, structure, foundations and roofs of those buildings
- (b) one half severed vertically of any walls separating the Premises from any adjoining premises

and including insofar as it relates to that part of the Premises shown edged red and cross-hatched green on Plan 2:-

- (c) the floorboards;
- (d) the interior plaster finish on the ceiling
- (e) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars;
- (f) the walls, pillars, doors and windows insofar as they do not form part of the Main Structure; and
- (g) one half of the thickness of the interior, non-structural or load-bearing walls that adjoin any other part of the Superior Landlord's Neighbouring Property

AND INCLUDING in both cases

- (h) all Conducting Media and landlord's plant, equipment and fixtures exclusively serving the Premises
- (i) all tenant's fixtures and
- (j) any Permitted Works carried out to or at the Premises

"Rent Commencement Date"

means the date of this Lease

"Rent Days"

means 25 March, 24 June, 29 September and 25 December

"Rent Review Date"

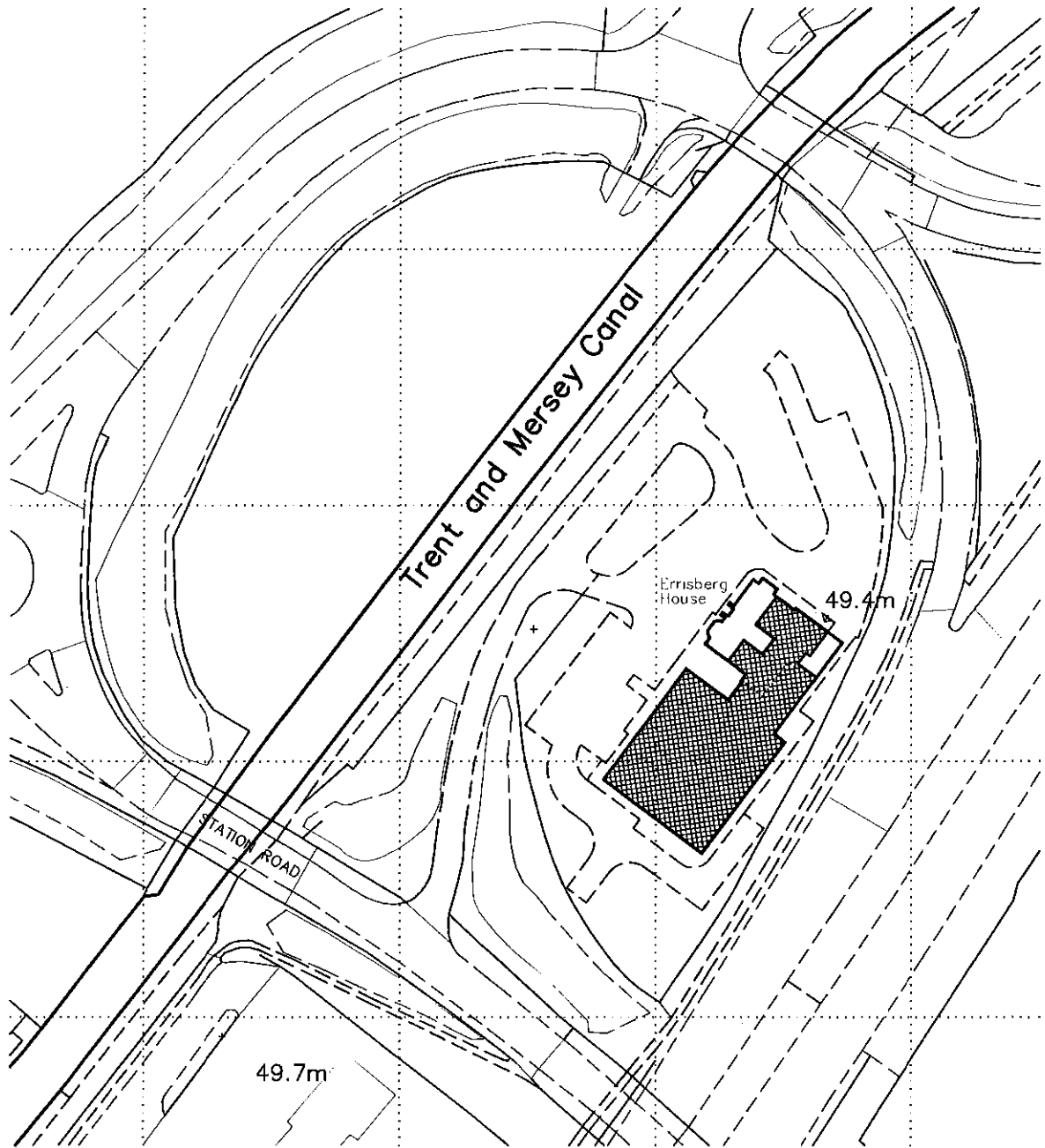
means each fifth anniversary of the Term Start Date and references to "the Rent Review Date" mean the relevant Rent Review Date

"Rents"

means the Main Rent, the Insurance Rent, Service Charge any VAT payable on them and any interest payable under Clause 3.4



EBB



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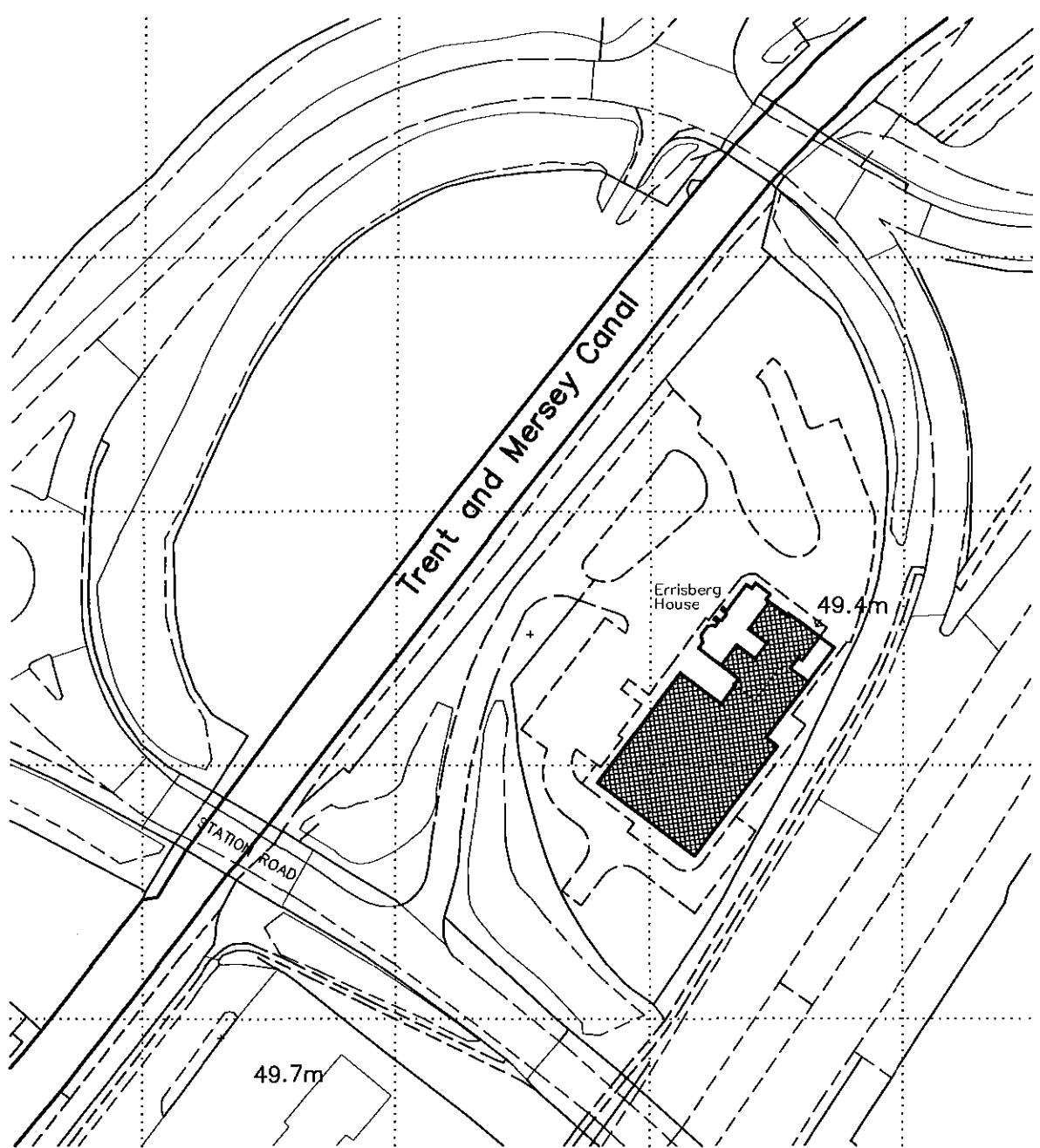
Proposed Site Plan - 1:1250







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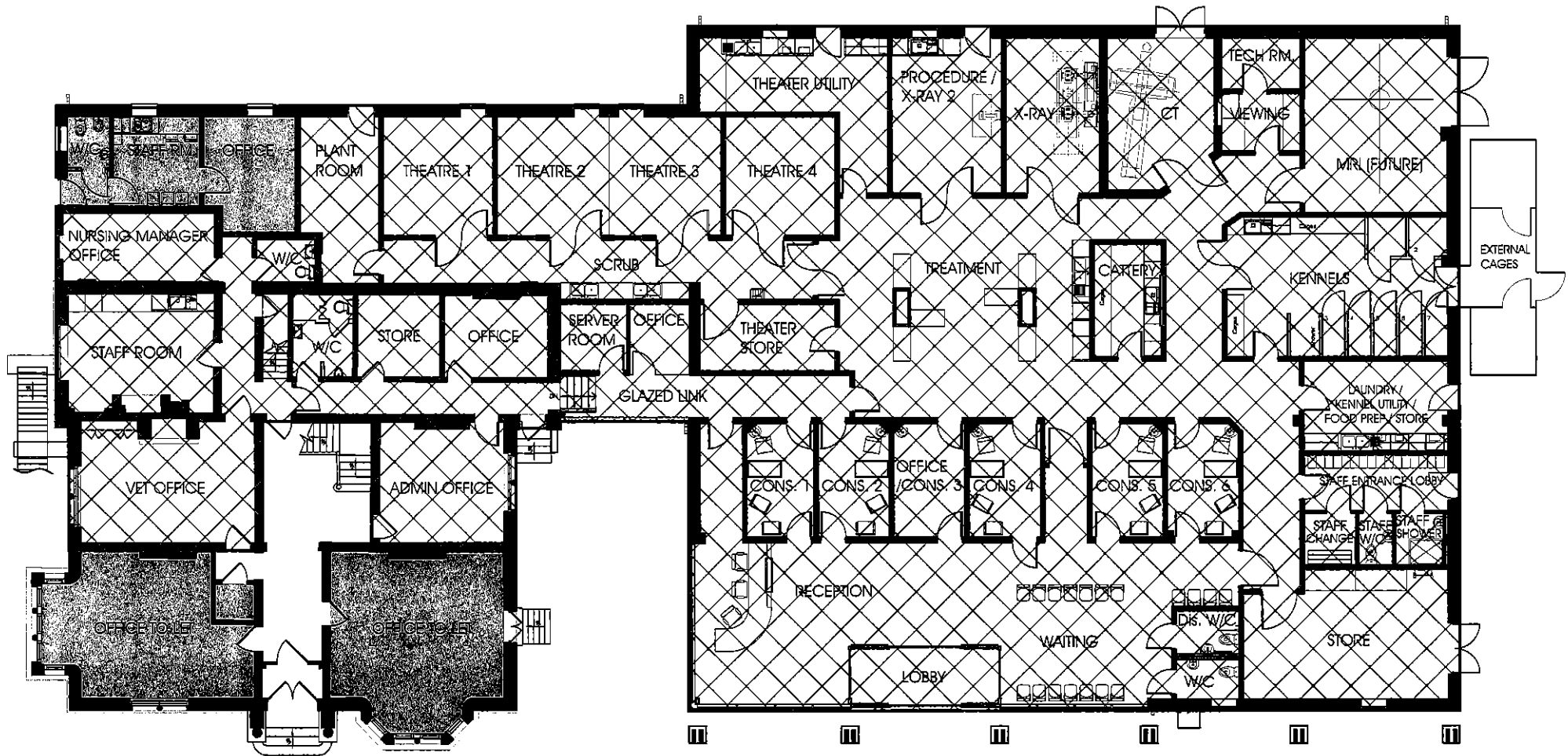
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Proposed Site Plan - 1:1250

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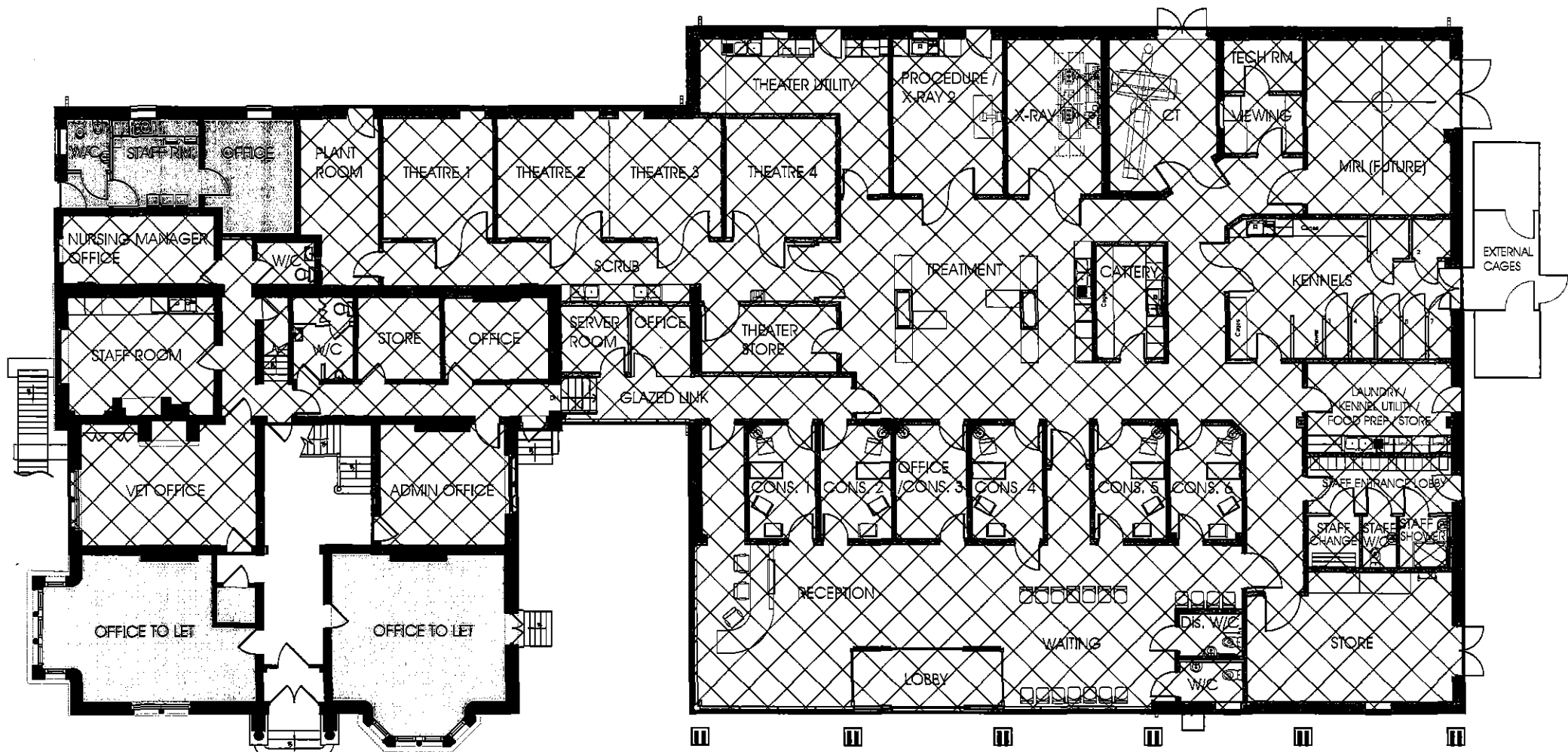




Plan - 1:200

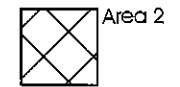
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Plan - 1:200



"Risk Period"	means the "Risk Period" as defined in the Superior Lease
"Service Provider"	means any person providing services to the Tenant at the Premises for the purposes of the Tenant's business
"Service Charge"	means the "Service Charge" as defined in the Superior Lease
"Superior Landlord"	the Landlord for the time being of the Superior Lease
"Superior Landlord's Covenants"	the obligations in the Superior Lease to be observed by the Superior Landlord
"Superior Landlord's Neighbouring Property"	each and every part of the adjoining and neighbouring property in which the Superior Landlord has an interest known as Errisberg House, Barton Turn, Barton-Under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EB registered at HM Land Registry with Title Number SF311799
"Superior Lease"	the lease by virtue of which the Landlord holds the Premises dated <i>9th October</i> 2019 and made between Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited as Trustees of Westerby Private Pension – J D Mills and Westerby Private Pension – A Whittingham (1) and the Landlord (2) and any documents made supplemental to it
"Superior Rent"	the annual rent payable by the Landlord under the Superior Lease
"Supplies"	means water, steam, gas, air, foul and surface water drainage, electricity, oil, telephone, heating, telecommunications, internet, data communications and similar supplies or utilities
"Supply Costs"	means the costs of Supplies including procurement costs, meter rents and standing charges
"Term"	means the period of this Lease and any statutory continuation of that period under the 1954 Act
"Term End Date"	means <i>1st October 2039</i>
"Term Start Date"	means the date of this Lease
"Lease"	means this underlease, which is a "new tenancy" for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it
"Uninsured Risk"	means the "Uninsured Risk" as defined in the Superior Lease.
"VAT"	means Value Added Tax or any similar tax from time to time replacing it or performing a similar function
"VAT Supply"	means a "supply" for the purpose of the Value Added Tax Act 1994

"Wireless Data Services"

means the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device

1.2 In interpreting this Lease:-

- 1.2.1 A reference to the **Superior Lease** is a reference to the Superior Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.2.2 A reference to the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.2.3 "**notice**" means any notice, notification or request given or made under this Lease;
- 1.2.4 any "notice" must be given or made in writing;
- 1.2.5 where this Lease requires formal notice, the notice must comply and be served in accordance with Clause 5.5;
- 1.2.6 an application for Landlord's consent and Superior Landlord's consent under this Lease must be made by formal notice;
- 1.2.7 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 1.2.8 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 1.2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 1.2.10 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 1.2.11 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 1.2.12 the Tenant will be liable for any breaches of its obligations in this Lease committed by:-
 - (a) any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - (b) any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 1.2.13 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 1.2.14 References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Superior Landlord where such consent or approval is required under the terms of the Superior Lease except that nothing in this lease shall be construed as imposing on the Superior Landlord any

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

- 1.2.15 where either the Landlord or the Tenant has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, allocate or stipulate any matter or thing under this Lease, that right will be subject to a condition that it will act reasonably and properly when exercising that right except where this Lease specifies that the it has absolute discretion;
- 1.2.16 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program;
- 1.2.17 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
- 1.2.18 apart from in Clause 3.5.1, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 1.2.19 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 1.2.20 the Landlord's rights under Clause 3.9 and Part 2 of Schedule 1 may also be exercised by those authorised by the Landlord and the Superior Landlord;
- 1.2.21 reference to the "**Premises**" means the whole or an individual part or parts unless inappropriate in the context used;
- 1.2.22 reference to "**adjoining premises**" means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises and included the Superior Landlord's Neighbouring Property);
- 1.2.23 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 1.2.24 "**includes**", "**including**" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 1.2.25 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 1.2.26 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

2. **DEMISE, TERM AND RENT**

2.1 The Landlord leases the Premises to the Tenant with full title guarantee:-

- 2.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
- 2.1.2 together with the rights listed in Part 1 of Schedule 1;
- 2.1.3 excepting and reserving to the Landlord and Superior Landlord the rights listed in Part 2 of Schedule 1;

- 2.1.4 subject to the provisions of any documents or matters specified or referred to in 0;
- 2.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises;

2.2 The Tenant must pay as rent:-

- Handwritten: 2.2.1*
- 2.2.1 for the period starting on the Term ^{Start} ~~Start~~ Date and ending on the day before the first Rent Review Date £75,000.00 exclusive of VAT; and
- 2.2.2 during the remainder of the Term, the rent set out in Clause 2.2.1 as increased (if at all) under Schedule 2.

2.3 Starting on the Term Start Date the Tenant must pay on demand the Insurance Rent and Service Charge as rent.

2.4 The Tenant must pay as rent VAT under Clause 3.3.

2.5 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on the Rent Commencement Date and ending on the last day of that quarter.

2.6 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.

2.7 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.

3. TENANT'S OBLIGATIONS

3.1 Main Rent

The Tenant must pay the Main Rent when due.

3.2 Outgoings

3.2.1 The Tenant must pay all Outgoings when demanded.

3.3 VAT

3.3.1 The Tenant must pay:-

- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
- (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

3.3.2 The Tenant must not do anything that would result in the disapplication of any option to tax in respect of the Landlord's interest in the Premises.

3.4 Interest on Overdue Payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within five Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

3.5 **Reimburse Costs Incurred by the Landlord**

The Tenant must pay on demand the Landlord's and Superior Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:-

- 3.5.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;
- 3.5.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent;
- 3.5.3 any application by the Tenant for consent under the Superior Lease where the consent of the Superior Landlord is required under this Underlease
- 3.5.4 the preparation and service of any notice by the Landlord under Clause 3.5.5 and
- 3.5.5 the preparation and service of a schedule of dilapidations served during or served no later than three months after the End Date.

3.6 **Third Party Indemnity**

- 3.6.1 The Tenant must indemnify the Landlord and Superior Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from:-
 - (a) the state and condition of the Premises or the Tenant's use of them;
 - (b) the exercise of the Tenant's rights; or
 - (c) the carrying out of any Permitted Works.
- 3.6.2 In respect of any claim covered by the indemnity in Clause 3.6.1, the Landlord must:-
 - (a) give formal notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
 - (b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
 - (c) mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.7 **Insurance**

The Tenant must comply with its obligations in Schedule 3.

3.8 **Repair and Decoration**

- 3.8.1 The Tenant must:-
 - (a) keep the Premises in good repair and condition provided that the Tenant shall not be obliged to keep the Premises in a better state of repair and condition than they were in at the date of the Schedule of Condition that is attached to this Lease for evidential purposes;

- (b) keep all Conducting Media, plant, equipment or fixtures forming part of the Premises maintained and in good working order in accordance with good industry practice and any requirements of the Landlord's insurers; and
 - (c) replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises with items of equivalent quality.
- 3.8.2 The Tenant must decorate the Premises as and when necessary and in the final six months of the Term such decoration to be carried out in a good and workmanlike manner using good quality materials and shall include all appropriate preparatory work. All decoration carried out in the final six months of the Term shall be carried out using designs and colours approved by the Landlord and Superior Landlord .
- 3.8.3 The Tenant must clean the inside and outside of all windows at the Premises to the extent not forming part of the Main Structure as often as is necessary.
- 3.8.4 The obligations under this Clause 3.8 exclude:-
 - (a) damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do
 - (b) damage by any Uninsured Risk;
 - (c) damage arising out of any inherent or latent defect; and
 - (d) in the first ten years of the term damage or disrepair to that part of the Premises shown edged red and cross-hatched blue on Plan 2 whether or not apparent at the date of this Lease and arising from a Latent Defect

3.9 Allow Entry

- 3.9.1 The Tenant must allow the Landlord and Superior Landlord to enter and inspect the Premises on the giving of reasonable notice.
- 3.9.2 If the Landlord or Superior Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.
- 3.9.3 If the Tenant does not comply with Clause 3.9.2, the Landlord or Superior Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord and Superior Landlord incurs in so doing. The Landlord's rights under Clause 5.1 will be unaffected.

3.10 Alterations

- 3.10.1 The Tenant has no rights to carry out any alterations, works or installations to the Premises unless it is expressly permitted to do so under this Clause 3.10.
- 3.10.2 The Tenant may install, alter and remove tenant's fixtures and carry out internal non-structural works to the Premises including the installation of internal demountable partitioning that will not have an adverse impact on the Environmental Performance of the Premises without the Landlord's or Superior Landlord's consent, but the Tenant must notify the Landlord and Superior Landlord promptly after completing those works. To enable those works to be carried out, the Tenant may drill fixing holes into the floors, ceilings, columns or walls of the Premises.

3.10.3 The Tenant must comply with its obligations in Part 1 of 0 when carrying out or installing any Permitted Works, whether or not the Landlord's or Superior Landlord's consent is required for them.

3.10.4 Where the Landlord's or Superior Landlord's consent is expressly required under this Clause 3.10, the Landlord or Superior Landlord may impose requirements on the Tenant in addition to those contained in Part 1 of 0 when giving its consent.

3.11 Signs and Advertisements

3.11.1 The Tenant must not display any signs or advertisements on the Premises other than:-

- (a) signs approved by the Landlord and ; Superior Landlord or
- (b) normal trade signs displayed from within the Premises.

3.12 Obligations at the End Date

3.12.1 By the End Date the Tenant must have removed:-

- (a) all tenant's and trade fixtures and loose contents from the Premises;
- (b) all Electronic Communications Apparatus and apparatus relating to Wireless Data Services installed by the Tenant or any undertenant at the Premises;
- (c) all signage installed by the Tenant or any undertenant at the Premises;
- (d) subject to Clause 3.12.3 all Permitted Works; and
- (e) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.

3.12.2 The Tenant must make good all damage to the Premises caused when complying with Clause 3.12.1 and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.

3.12.3 At the reasonable request of the Landlord or Superior Landlord served on the Tenant no more than three months prior to the end of the Term, the Tenant shall reinstate any of the Permitted Works as may be required by the Landlord or Superior Landlord.

3.12.4 At the End Date the Tenant must:-

- (a) give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant's obligations in this Lease;
- (b) give back the Premises with vacant possession; and
- (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos survey.

3.12.5 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord or Superior Landlord gives the Tenant not less than five Business Days' notice of its intention to do so:-

- (a) the Landlord or Superior Landlord may dispose of that property as the agent of the Tenant;
- (b) the Tenant must indemnify the Landlord and Superior Landlord against any liability of the Landlord or Superior Landlord to any third party whose property

has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and

- (c) the Landlord or Superior Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord or Superior Landlord.

3.13 **User**

3.13.1 The Tenant must not use the Premises other than for the Permitted Use.

3.13.2 The Tenant must not use the Premises:-

- (a) for any illegal activity;
- (b) as a betting office, an amusement arcade or in connection with gaming;
- (c) for any political or campaigning purposes or for any sale by auction; or
- (d) for the sale of alcohol for consumption on or off the Premises or for the preparation or cooking of food other than, in either case, in connection with staff and client catering facilities ancillary to the Permitted Use.

3.13.3 The Tenant must not:-

- (a) keep in the Premises any plant, machinery or equipment or any petrol or other explosive or specially flammable substance (except that properly required for the Permitted Use)
- (b) cause any nuisance or damage to the Landlord or to the owners, tenants or occupiers of any adjoining premises;
- (c) overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
- (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant; or
- (e) operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services on any adjoining premises.

3.13.4 The Tenant must not install or use Electronic Communications Apparatus or apparatus relating to Wireless Data Services within the Premises unless solely for use in connection with the lawful occupier's business at the Premises.

3.13.5 The Tenant must provide the Landlord and Superior Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord or Superior Landlord needs access to the Premises outside the Tenant's normal business hours.

3.14 **Dealings with the Premises**

3.14.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part, except as authorised under this Clause 3.14 or Schedule 5 Part 2.

3.14.2 The Tenant may, with the Landlord's consent, (such consent not to be unreasonably withheld or delayed) and of the Superior Landlord in accordance with the terms of the Superior Lease assign the whole of the Premises.

3.14.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:-

- (a) the Tenant may not assign to a Current Guarantor;
- (b) if reasonably required by the Landlord or Superior Landlord, any consent to assign may be subject to a condition that:-
 - (i) the assigning tenant gives the Landlord an AGA; and
 - (ii) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA

in each case in a form that the Landlord or Superior Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (c) any consent to assign may (to the extent required by the Landlord) be subject to either or both of the following conditions:-
 - (i) that a guarantor (approved by the Landlord or Superior Landlord acting reasonably) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and
 - (ii) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's obligations in this Lease with a charge over the deposit

in either case in a form that the Landlord or Superior Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (d) the Landlord may refuse consent to assign if the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;
- (e) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so.

3.14.4 The provisions of Schedule 5 Part 2 apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.

3.14.5 The Tenant may charge the whole of the Premises by way of a floating charge to a genuine lending institution with the Landlord's consent such consent not to be unreasonably withheld or delayed

3.14.6 In addition to the provisions of this Clause 3.14, the Tenant may share occupation of the Premises with a Group Company of the Tenant, and any Service Provider on condition that:-

- (a) the Tenant notifies the Landlord and Superior Landlord of the identity of the occupier and the part of the Premises to be occupied;
- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant or a Service Provider; and

- (d) the Tenant notifies the Landlord promptly when the occupation ends.

3.15 **Registration of Dealings**

The Tenant must provide the Landlord and Superior Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.

3.16 **Marketing**

3.16.1 Unless genuine steps are being taken towards renewal of this Lease, the Tenant must, during the six months before the End Date, allow the Landlord or Superior Landlord to:-

- (a) place on the Premises (but not obstructing the Tenant's corporate signage) a notice for their disposal; and
- (b) show the Premises at reasonable times in the day to potential tenants (who must be accompanied by the Landlord or Superior Landlord or their agents).

3.16.2 The Tenant must allow the Landlord or Superior Landlord at reasonable times in the day to show the Premises to potential purchasers of the Premises (who must be accompanied by the Landlord or Superior Landlord or their agents).

3.17 **Notifying the Landlord of Notices or Claims**

The Tenant must notify the Landlord and Superior Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

3.18 **Comply with Acts**

3.18.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.

3.18.2 The Tenant must not do or fail to do anything in respect of the Premises or their use and occupation the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.

3.18.3 The Tenant must notify the Landlord as soon as is reasonably practicable of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

3.19 **Planning Acts**

3.19.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.

3.19.2 The Tenant must not apply for any Planning Permission except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord and Superior Landlord has approved the terms of the application for Planning Permission.

3.19.3 The Tenant may only implement a Planning Permission that the Landlord and Superior Landlord have approved.

3.19.4 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises..

3.20 **Rights and Easements**

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:-

3.20.1 the Tenant must notify the Landlord and Superior Landlord; and

3.20.2 the Tenant must help the Landlord and Superior Landlord in any way that the Landlord or Superior Landlord reasonably requests to prevent that acquisition so long as the Landlord or Superior Landlord meets the Tenant's reasonable and proper costs and it is not materially adverse to the Tenant's business interests to do so.

3.21 **Superior Interest**

The Tenant must not breach any obligations affecting the freehold interest in the Premises at the date of this Lease.

3.22 **Covenant to comply with covenants in the Superior Lease**

The Tenant shall observe and perform the tenant covenants in the Superior Lease except the covenants to pay the rents reserved by the Superior Lease.

3.23 **Registration at the Land Registry**

3.23.1 If compulsorily registrable, the Tenant must:-

- (a) within six weeks of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
- (b) provide the Landlord with an official copy of the registered title promptly after receipt.

3.23.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Premises any reference to this Lease and the Tenant's rights.

3.24 **Applications for Consent or Approval**

Where the Tenant makes any application to the Landlord or Superior Landlord for consent or approval under this Lease, the Tenant must provide to the Landlord and the Superior Landlord all the information the Landlord and Superior Landlord reasonably requires to enable the Landlord and Superior Landlord to consider the application.

4. **LANDLORD'S OBLIGATIONS**

4.1 **Quiet Enjoyment**

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

4.2 **Insurance**

The Landlord must comply with the Landlord's obligations in Schedule 3.

4.3 **Repayment of Rent**

- 4.3.1 The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within ten Business Days after the End Date.
- 4.3.2 Clause 4.3.1 will not apply if the Landlord ends this Lease under Clause 5.1 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

4.4 **Entry Safeguards**

The Landlord and Superior Landlord must, when entering the Premises to exercise any Landlord's or Superior Landlord rights:-

- 4.4.1 give the Tenant reasonable prior notice (except in the case of emergency, when the Landlord or Superior Landlord must give as much notice as may be reasonably practicable);
- 4.4.2 observe the Tenant's reasonable requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available);
- 4.4.3 observe any specific conditions to the Landlord's or Superior Landlord's entry set out in this Lease;
- 4.4.4 cause as little interference to the Tenant's business as reasonably practicable;
- 4.4.5 cause as little physical damage as reasonably practicable;
- 4.4.6 repair any physical damage that the Landlord or Superior Landlord causes as soon as reasonably practicable;
- 4.4.7 where entering to carry out works, obtain the Tenant's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
- 4.4.8 remain upon the Premises for no longer than is reasonably necessary; and
- 4.4.9 where reasonably practicable, exercise any rights outside the normal business hours of the Premises.

4.5 **Scaffolding**

- 4.5.1 The Landlord and Superior Landlord must ensure that in relation to any scaffolding erected outside the Premises in exercise of the Landlord's or Superior Landlord's rights under this Lease:-
 - (a) it is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;
 - (b) it causes as little obstruction as is reasonably practicable to the entrance to the Premises; and
 - (c) it does not have advertising displayed on it (except for any health and safety notices and signs relating to any other tenant whose premises are obstructed or interfered with by the scaffolding) unless the Tenant has consented to its display.
- 4.5.2 If the Tenant's business signage is obstructed or interfered with by the scaffolding, the Landlord or Superior Landlord will permit the Tenant to display a sign (approved by the

Landlord or Superior Landlord) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

4.6 Subject to the Tenant paying the rents reserved by this lease and observing the tenant's covenants, the Landlord shall pay the rents reserved by the Superior Lease

4.7 At the request and cost of the Tenant, on a full indemnity basis, the Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists and, if reasonable, the Landlord may require that the Tenant pay it reasonable security in advance in respect of anticipated costs for enforcing such compliance.

5. AGREEMENTS

5.1 Landlord's Right to End this Lease

5.1.1 If any event listed in Clause 5.1.2 occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.

5.1.2 The events referred to in Clause 5.1.1 are as follows:-

- (a) any of the Rents are unpaid for 21 days after being demanded;
- (b) the Tenant breaches this Lease;
- (c) any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant's assets, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
- (d) if the Tenant is a company or a limited liability partnership:-
 - (i) the Tenant enters into liquidation within the meaning of section 247 of the 1986 Act;
 - (ii) the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within 21 days of being presented;
 - (iii) a meeting of the Tenant's creditors or any of them is summoned under Part I of the 1986 Act;
 - (iv) a moratorium in respect of the Tenant comes into force under section 1(A) of and schedule A1 to the 1986 Act;
 - (v) an administrator is appointed to the Tenant; or
 - (vi) the Tenant is struck off the register of companies;
- (e) if the Tenant is a partnership, it is subject to an event similar to any listed in Clause 5.1.2(d) with appropriate modifications so as to relate to a partnership;
- (f) if the Tenant is an individual:-
 - (i) a receiving order is made against the Tenant;
 - (ii) an interim receiver is appointed over or in relation to the Tenant's property;

- (iii) the Tenant makes an application to be declared bankrupt, the Tenant is the subject of a bankruptcy petition or the Tenant becomes bankrupt;
 - (iv) the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
 - (v) an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement;
 - (g) any event similar to any listed in Clauses 5.1.2(c) to 5.1.2(f) occurs in relation to any guarantor of the Tenant's obligations under this Lease; or
 - (h) any event similar to any listed in Clauses 5.1.2(c) to 5.1.2(g) occurs in any jurisdiction (whether it be England and Wales, or elsewhere).
- 5.1.3 Neither the existence nor the exercise of the Landlord's right under Clause 5.1.1 will affect any other right or remedy available to the Landlord.
- 5.1.4 In this Clause 5.1 references to "the Tenant", where the Tenant is more than one person, include any one of them.

5.2 No Acquisition of Easements or Rights

- 5.2.1 Unless they are expressly included in Part 1 of Schedule 1, the grant of this Lease:-
- (a) does not include any liberties, privileges, easements, rights or advantages over any adjoining premises; and
 - (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.
- 5.2.2 The Tenant has no rights that would restrict building or carrying out of works to any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.
- 5.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's and Superior Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord or Superior Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.
- 5.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises.
- 5.2.5 The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any adjoining premises are subject.

5.3 Works to Adjoining Premises

If the Landlord or Superior Landlord carries out works of construction, demolition, alteration or redevelopment on any adjoining premises, it must:-

- 5.3.1 give the Tenant details of the works to be carried out;
- 5.3.2 consult with the Tenant as to the management of potential interference;

- 5.3.3 take reasonable steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- 5.3.4 take into consideration modern standards of construction and workmanship;
- 5.3.5 take reasonable steps to reduce any interference to the Premises by noise, dust and vibration (having taken into consideration the Tenant's suggestions for limiting any interference); and
- 5.3.6 make good any physical damage to the Premises or its contents.

5.4 Party Walls

Any wall separating the Premises from any adjoining premises is a party wall and must be repaired as a party wall.

5.5 Service of Formal Notices

- 5.5.1 Any formal notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the address of the recipient under Clause 5.5.2 or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days' formal notice under this Clause 5.4.
- 5.5.2 A formal notice served on:-
 - (a) a company or limited liability partnership registered in the United Kingdom must be served at its registered office;
 - (b) a person resident in or incorporated in a country outside the United Kingdom must be served at the address for service in the United Kingdom of that party set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom.
 - (c) anyone else must be served:-
 - (i) in the case of the Landlord, at any postal address in the United Kingdom shown from time to time for the registered proprietor on the title number set out in Land Registry Prescribed Clause LR2.1 or if no such address is given, at its last known address in the United Kingdom;
 - (ii) in the case of the Tenant, at the registered company address for the Tenant shown from time to time at Companies House;
 - (iii) in the case of a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and
 - (iv) in respect of any other party, at their last known address in the United Kingdom.
- 5.5.3 Any formal notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the formal notice is delivered to or left at the recipient's address if delivered to or left at that address.
- 5.5.4 If a formal notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the immediately following Business Day.
- 5.5.5 Service of a formal notice by fax or e-mail is not a valid form of service under this Lease.

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

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

5.7 **Energy Performance Certificates**

5.7.1 The Tenant must not obtain or commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to obtain an EPC, the Tenant must (at the Landlord's or Superior Landlord's option) obtain an EPC from an assessor approved by the Landlord or Superior Landlord or pay the Landlord's or Superior Landlord's costs of obtaining an EPC for the Premises.

5.7.2 The Tenant must cooperate with the Landlord and Superior Landlord, so far as reasonably necessary, to allow the Landlord or Superior Landlord to obtain any EPC for the Premises and:-

- (a) provide the Landlord or Superior Landlord (at the Landlord's or Superior Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC; and
- (b) allow such access to the Premises to any energy assessor appointed by the Landlord or Superior Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

5.7.3 The Tenant must give the Landlord or Superior Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Premises.

5.7.4 The Landlord or Superior Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord or Superior Landlord obtains or commissions in respect of the Premises.

5.8 **Restrictions In This Underlease Prevail Over Matters Permitted By The Superior Lease**

Where:-

5.8.1 this Lease restricts or prohibits matters which are otherwise permitted by the Superior Lease, with or without qualifications, (including, but not limited to, the restrictions upon dealings in this Lease the terms of this Lease prevail to restrict or prohibit such matters.

5.8.2 there is any inconsistency between the terms of the Superior Lease and this Lease the terms of this Lease prevail.

5.9 **Disputes under the Superior Lease**

Any issue, question or matter arising out of, under or relating to the Superior Lease that also affects or relates to the provisions of this Lease is to be determined as provided in the Superior Lease and the determination of that issue, question or matter pursuant to the provisions of the Superior Lease is to be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this Lease provided that this provision is not to apply to the provisions for review of the rent payable under the Superior Lease.

6. **BREAK CLAUSE**

6.1 The Tenant may end the Term on the Break Date by giving the Landlord formal notice of not less than six months following which the Term will end on that Break Date provided that:

6.1.1 on the Break Date the Main Rent due up to Break Date and any VAT payable upon it has been paid in full; and

6.1.2 on the Break Date the whole of the Premises are given back to the Landlord free of the Tenant's occupation and the occupation of any other lawful occupier and without any continuing underleases.

6.2 The Landlord may waive any of the pre-conditions in Clauses 6.1.1 to 6.1.2 at any time before the relevant Break Date by notifying the Tenant.

6.3 If this Lease ends under this Clause 6, this will not affect the rights of any party for any prior breach of an obligation in this Lease.

7. **JURISDICTION**

7.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

7.2 Subject to Clause 7.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

7.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

8. **LEGAL EFFECT**

This Lease takes effect and binds the parties from and including the date at Clause LR1.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SCHEDULE 1

RIGHTS

PART 1

TENANT'S RIGHTS

The following rights are granted to the Tenant subject to the Landlord's rights:-

1. **RIGHT TO USE THE SUPERIOR LANDLORDS NEIGHBOURING PROPERTY**

- 1.1 The right to use such parts of the external areas of the Superior Landlord's Neighbouring Property as may be designated from time to time by the Superior Landlord acting reasonably and properly for all proper purposes in connection with the use and enjoyment of the Premises including but not limited to use for pedestrian access to and egress from the interior of the Premises and the car parking spaces referred to in paragraph 2 of this Part 1 of Schedule 1.

2. **RIGHT TO USE CAR PARKING SPACES**

3. The right to park thirty three (33) private cars or motorcycles belonging to the Tenant, its employees and visitors within the car parking spaces within the Superior Landlord's Neighbouring Property or in such other car parking spaces within the Superior Landlord's Neighbouring Property as are in reasonable proximity to the Premises and as may be designated by the Superior Landlord from time to time

4. **RUNNING OF SERVICES**

To connect to and use the Conducting Media connecting the Premises to the public mains for the passage of Supplies from and to the Premises.

5. **SUPPORT AND SHELTER**

Support and shelter for the Premises from any adjoining premises owned by the Landlord or Superior Landlord.

PART 2

LANDLORD'S RIGHTS

The following rights are excepted and reserved to the Landlord and to the Superior Landlord for the benefit of the Superior Landlord's Neighbouring Property:-

1. SUPPORT, SHELTER, LIGHT AND AIR

- 1.1 Support and shelter for any adjoining premises.
- 1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. ENTRY ON TO THE PREMISES

- 2.1 To enter the Premises to:-
 - 2.1.1 review or measure the Environmental Performance of the Premises including to install and to monitor metering equipment, heat cost allocators and thermostatic radiator valves within or relating to the Premises and to prepare an EPC; and
 - 2.1.2 estimate the current value or rebuilding cost of the Premises for insurance or any other purpose.
- 2.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:-
 - 2.2.1 build on or into any boundary or party walls on or adjacent to the Premises; and
 - 2.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon any adjoining premises owned by the Landlord or Superior Landlord.
- 2.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

3. ROOFS

The right, if reasonably required, to place plant, machinery or equipment on the roof of the Premises and a right of access to the roof along such route as the Landlord or Superior Landlord may reasonably require.

4. ADJOINING PREMISES

Subject to Clause 5.3, to carry out works of construction, demolition, alteration or redevelopment on any adjoining premises (and to permit others to do so) as the Landlord or Superior Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

5. PLANT, EQUIPMENT AND SCAFFOLDING

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord's rights under this Lease.

SCHEDULE 2

RENT REVIEW

1. DEFINED TERMS

This Schedule 2 uses the following definitions:-

"Assumptions"

means that:-

- (a) if the Premises have been damaged or destroyed, they have been reinstated before the Rent Review Date
- (b) the Premises are fit for immediate occupation and use by the willing tenant
- (c) the Premises may lawfully be let to and used for the Permitted Use by any person throughout the term of the Hypothetical Lease
- (d) the Tenant has complied with the Tenant's obligations in this Lease and (except to the extent that there has been a material or persistent breach by the Landlord) the Landlord has complied with the Landlord's obligations in this Lease and
- (e) on the grant of the Hypothetical Lease the willing tenant will receive the benefit of a rent free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market for fitting-out purposes and that the Market Rent is the rent that would become payable after the end of that period or concession or payment of that inducement

"Disregards"

means any or all of the following:-

- (a) any effect on rent of the Tenant (and the Tenant's predecessors in title and lawful occupiers) having been in occupation of the Premises
- (b) any goodwill accruing to the Premises because of the Tenant's business (and that of the Tenant's predecessors in title and lawful occupiers)
- (c) any special bid that the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of any adjoining premises
- (d) any increase in rent attributable to any improvement, including any tenant's initial fitting-out works whether or not within the Premises:-
 - (i) carried out by and at the cost of the

Tenant or the Tenant's predecessors in title or lawful occupiers before or, during the Term

- (ii) carried out with the written consent, where required, of the Landlord or the Landlord's predecessors in title and
- (iii) not carried out pursuant to an obligation to the Landlord or the Landlord's predecessors in title (but any obligations relating to the method or timing of works in any document giving consent will not be treated as an obligation for these purposes)

- (e) any reduction in rent attributable to works that have been carried out by the Tenant (or the Tenant's predecessors in title or lawful occupiers) and
- (f) any reduction in rent attributable to any temporary works, operations or other activities on any adjoining premises

"Hypothetical Lease"

means a lease:-

- (a) of the whole of the Premises
- (b) on the same terms as this Lease (including this Schedule 2) except for:-
 - (i) the amount of Main Rent reserved immediately before the Rent Review Date; and
 - (ii) any rent free period, rent concession or any other inducement received by the Tenant in relation to the grant of this Lease by a willing landlord to a willing tenant
- (c) with vacant possession
- (d) without any premium payable by or (subject to paragraph (e) of the definition of "**Assumptions**") to the willing tenant
- (e) for a term equal to the unexpired residue of the term of this Lease starting on the relevant Rent Review Date
- (f) with rent review dates every five years;

"Market Rent"

means the yearly rent at which the Premises might reasonably be expected to be let on the open market on the Rent Review Date, on the terms of the Hypothetical Lease and applying the Assumptions and the Disregards.

2. RENT REVIEW

2.1 On the Rent Review Date the Main Rent is to be reviewed to the higher of:-

2.1.1 the Main Rent reserved immediately before the Rent Review Date; and

2.1.2 the Market Rent.

2.2 The reviewed Main Rent will be payable from and including the Rent Review Date.

3. DISPUTE RESOLUTION

3.1 The Market Rent at the Rent Review Date may be agreed between the Landlord and the Tenant. If they have not done so (whether or not they have tried) by the Rent Review Date, either the Landlord or the Tenant can require the Market Rent to be decided by an independent arbitrator. If the Landlord and the Tenant do not agree on who should decide the Market Rent, the arbitrator will be appointed by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant. The arbitration must be conducted in accordance with the Arbitration Act 1996.

3.2 The arbitrator must be an independent chartered surveyor of not less than ten years' standing who is experienced in the rental valuation of property similar to the Premises and who knows the local market for such premises.

3.3 If the arbitrator dies, becomes unwilling or incapable of acting or it becomes apparent for any other reason that he will be unable to decide the Market Rent within a reasonable time, he may be replaced by a new arbitrator who must be appointed on the terms set out in this paragraph 3.

3.4 Responsibility for the costs of referring a dispute to an arbitrator, including costs connected with the appointment of the arbitrator but not the legal and other professional costs of any party in relation to a dispute, will be decided by the /arbitrator and failing a decision, they will be shared equally between the parties.

4. CONSEQUENCES OF DELAY IN AGREEING THE REVISED RENT

If, by the Rent Review Date, the reviewed Main Rent has not been ascertained, then:-

4.1 the Main Rent reserved under this Lease immediately before the Rent Review Date will continue to be payable until the reviewed Main Rent has been ascertained;

4.2 following the ascertainment of the reviewed Main Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the Main Rent been ascertained before the Rent Review Date; and

4.3 the Tenant must pay that difference to the Landlord within ten Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which each instalment would have become payable to the date of payment. If not paid those sums will be treated as rent in arrear.

5. RENT REVIEW MEMORANDUM

When the Market Rent has been ascertained, a memorandum recording the Main Rent reserved on review must be entered into. The Landlord and the Tenant will each bear their own costs in relation to that memorandum.

6. TIME NOT OF THE ESSENCE

For the purpose of this Schedule 2 time is not of the essence.

SCHEDULE 3

INSURANCE AND DAMAGE PROVISIONS

1. TENANT'S INSURANCE OBLIGATIONS

- 1.1 The Tenant must pay to the Landlord on demand:
- 1.1.1 the Insurance Rent and a sum equivalent to the premium payable by the Landlord in respect of any costs that it incurs under clause 2.2 together with any insurance premium tax payable;
 - 1.1.2 a fair proportion of any amount that is deducted or disallowed by the Superior Landlord's insurers pursuant to any excess provision in the insurance policy; and
 - 1.1.3 a fair proportion of any costs that the Superior Landlord incurs in obtaining a valuation of the Superior Landlord's Neighbouring Property for insurance purposes.
- 1.2 The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
- 1.3 The Tenant must not use the Premises for any purpose or carry out or retain any Permitted Works that may make any additional premium payable for the insurance of the Premises, unless it has first agreed to pay the whole of that additional premium.
- 1.4 The Tenant must notify the Landlord and Superior Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks or by an Uninsured Risk.
- 1.5 The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to the Premises.

2. LANDLORD'S INSURANCE OBLIGATIONS

- 2.1 The Landlord shall use its reasonable endeavours to procure that the Superior Landlord complies with the covenants imposed on it regarding insurance contained in the Superior Lease save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers, contractors or agents or any person on the Property with the actual or implied authority of any of them. Neither the Superior Landlord or the Landlord shall be obliged to insure any part of the Property installed by the Tenant.
- 2.2 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure against three year's loss of Main Rent to the extent that the Main Rent exceeds the Superior Rent

3. RENT SUSPENSION

- 3.1 If the Premises or any part of them are at any time during the Term destroyed or damaged by a risk against which insurance has been effected under the Superior Lease so that the Premises or any part of them are unfit for occupation or use, then unless the insurance of the Premises has been vitiated by the act, neglect or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority, the Main Rent or a fair proportion of it according to the nature and extent of the damage sustained, is to be suspended and cease to be payable until the Premises or the damaged portion of them has been reinstated or made fit for occupation or until the end of the period for suspension of the rent provided under the terms of the Superior Lease, whichever is the shorter. Any dispute as to the amount of the rent suspended or the period of the suspension is to be determined by the Landlord and the Superior Landlord, having regard to the terms of the Superior Lease.

SCHEDULE 4

TITLE MATTERS

1. VARIATIONS TO THE TITLE GUARANTEE

1.1 For the purposes of section 6(2) of the 1994 Act:-

1.1.1 all entries made in any public register that a prudent tenant would inspect will be treated as within the actual knowledge of the Tenant;

1.1.2 section 6(3) of the 1994 Act will not apply; and

1.1.3 the Tenant will be treated as having actual knowledge of any matters that would be disclosed by an inspection of the Premises.

1.2 The title guarantee will not apply in respect of the title to tenant's fixtures.

2. REGISTER ENTRIES

The matters contained or referred to in title number SF311799 as shown on the attached official copy entries.

SCHEDULE 5

WORKS

PART 1

PERMITTED WORKS

1. DEFINED TERMS

This 0 uses the following definitions:-

"CDM Regulations"	means the Construction (Design and Management) Regulations 2015
"Consents"	means all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises and as otherwise required from owners, tenants or occupiers of any adjoining premises

2. TENANT'S OBLIGATIONS IN RELATION TO PERMITTED WORKS

2.1 Before starting any Permitted Works the Tenant must:-

- 2.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun;
- 2.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;
- 2.1.3 comply with its obligations in Clause 3.19.4;
- 2.1.4 notify the Landlord and Superior Landlord of the date on which the Tenant intends to start the Permitted Works;
- 2.1.5 provide the Landlord or Superior Landlord with any information relating to the Permitted Works as may be required by its insurers; and
- 2.1.6 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £5 million in respect of each claim and provided the Landlord and Superior Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.

2.2 If it starts any Permitted Works, the Tenant must carry out and complete them:-

- 2.2.1 diligently and without interruption, and in any event before the End Date;
- 2.2.2 in accordance with any drawings, specifications and other documents relating to the Permitted Works that the Landlord and Superior Landlord has approved;
- 2.2.3 in a good and workmanlike manner and with good quality materials;
- 2.2.4 in compliance with the Consents and all Acts (including the Planning Acts) and with the requirements of the insurers of the Premises and (where applicable) of any competent authority or utility provider;
- 2.2.5 without affecting the structural integrity of the Premises and adjoining property;

- 2.2.6 with as little interference as reasonably practicable to the owners and occupiers of any adjoining premises; and
 - 2.2.7 in compliance, to the extent applicable, with the CDM Regulations.
- 2.3 The Tenant must make good any physical damage caused by carrying out the Permitted Works.
- 2.4 The Tenant must permit the Landlord and Superior Landlord enter the Premises on reasonable notice to inspect the progress of the Permitted Works.
- 2.5 Until practical completion of the Permitted Works, the Tenant must:-
 - 2.5.1 insure any Permitted Works for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with a reputable insurer and provide the Landlord and Superior Landlord with a summary of the main terms of the insurance; and
 - 2.5.2 reinstate any of the Permitted Works that are damaged or destroyed before their completion.
- 2.6 Where the Landlord or Superior Landlord has given the Landlord's or Superior Landlord's consent to any Permitted Works, the Tenant must comply with any additional obligations in relation to those Permitted Works that the Landlord or Superior Landlord lawfully imposes on the Tenant in giving the Landlord's or Superior Landlord's consent.
- 2.7 As soon as reasonably practicable following completion of the Permitted Works the Tenant must:-
 - 2.7.1 notify the Landlord and Superior Landlord of their completion;
 - 2.7.2 obtain any Consents that are required on their completion;
 - 2.7.3 remove all debris and equipment used in carrying out the Permitted Works;
 - 2.7.4 notify the Landlord and Superior Landlord of the cost of the Permitted Works;
 - 2.7.5 permit the Landlord and Superior Landlord to enter the Premises to inspect the completed Permitted Works;
 - 2.7.6 supply the Landlord and the Superior Landlord with two complete sets of as-built plans showing the Permitted Works; and
 - 2.7.7 ensure that the Landlord and Superior Landlord is able to use and reproduce the as-built plans for any lawful purpose.
- 2.8 If the CDM Regulations apply to the Permitted Works, the Tenant must:-
 - 2.8.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
 - 2.8.2 if the Landlord or Superior Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
 - 2.8.3 on completion of the Permitted Works provide the Landlord and Superior Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.
- 2.9 If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord's and Superior Landlord's reasonable request):-

- 2.9.1 obtain an EPC from an assessor approved by the Landlord and give the Landlord written details of the unique reference number for that EPC; or
- 2.9.2 pay the Landlord's or Superior Landlord's reasonable costs of obtaining an EPC.

3. NO WARRANTY RELATING TO PERMITTED WORKS

The Landlord and Superior Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):-

- 3.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;
- 3.2 that any Permitted Works may lawfully be carried out;
- 3.3 that the structure or fabric of the Premises is able to accommodate any Permitted Works; or
- 3.4 that any of the services supplying the Premises will either have sufficient capacity for or otherwise not be adversely affected by any Permitted Works.

PART 2

UNDERLETTING

1. DEFINED TERMS

This Part 2 uses the following definitions:-

"Approved Underlease"

means an underlease approved by the Landlord and Superior Landlord and, subject to any variations agreed by the Landlord or Superior Landlord in its absolute discretion:-

- (a) granted without any premium being received by the Tenant
- (b) reserving a market rent, taking into account the terms of the underletting
- (c) lawfully excluded from the security of tenure provisions of the 1954 Act
- (d) containing provisions:-
 - (i) requiring the Undertenant to pay as additional rent the whole of the Insurance Rent and other sums, excluding the Main Rent, payable by the Tenant under this Lease;
 - (ii) for rent review at five yearly intervals and otherwise on the same terms as in Schedule 2
 - (iii) for change of use and alterations corresponding to those in this Lease
- (e) containing a covenant by the Undertenant not to assign the Premises without the prior written consent of the Landlord and Superior Landlord and the Tenant on terms corresponding to those in this Lease and a covenant not to assign part only of the Underlet Premises;
- (f) containing a covenant by the Undertenant not to create any sub-underlease of the Premises;

"Approved Undertenant"

means a person approved by the Landlord and Superior Landlord and who has entered into a direct deed with the Landlord and Superior Landlord agreeing to:-

- (a) comply with the terms of the Approved Underlease and
- (b) procure that any proposed assignee of the Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant

"Underlease" means the underlease granted following the approval of the Approved Underlease

"Undertenant" means the Approved Undertenant to whom the Tenant grants an Underlease

2. RIGHT TO UNDERLET

2.1 Tenant may, with the Landlord's consent, underlet the whole of the Premises by an Approved Underlease to an Approved Undertenant.

3. OBLIGATIONS IN RELATION TO UNDERLEASES

3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.

3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.

3.3 On any review of the rent payable under any Underlease, the Tenant must:-

3.3.1 review the rent of the Underlease in compliance with its terms;

3.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's and Superior Landlord's approval;

3.3.3 include in the Tenant's representations to any third party any representations that the Landlord or Superior Landlord may require; and

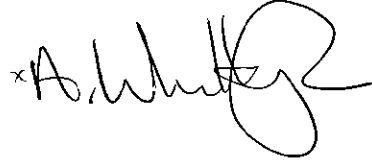
3.3.4 notify the Landlord and Superior Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.

3.4 The Tenant must not vary the terms or of any Underlease without the Landlord's and Superior Landlord's approval.

EXECUTED (but not delivered
until the date hereof)
AS A DEED by
WM LETTINGS LIMITED
acting by a director and its secretary /
two directors

)
)
)
)
)
)

Director

x 

x

Director/Secretary

x 

x

clearthinking
COMMERCIAL PROPERTY ADVICE



Photographic Schedule of Condition

In Respect Of:

Errisbeg House, Ryklind Street, Barton under Needwood, Burton-on-Trent, DE13 8EB.

On Behalf Of:

Linnaeus Group Limited

Prepared By:

Michael Dooley BSc (Hons) MRICS

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Job Ref: BC3255

Date: June 2019



CONTENTS

	PAGE
1 INTRODUCTION	1
2 GENERAL DESCRIPTION	2
3 LIMITATIONS	2
4 SCHEDULE OF PHOTOGRAPHS	3
5 AGREEMENT OF SCHEDULE	16

APPENDIX 1 PHOTOGRAPHS

1 INTRODUCTION

- 1.1 This Photographic Schedule of Condition has been prepared following a visual inspection of the property on 20th June 2019, during which the weather conditions were mild with isolated light rain.
- 1.2 The purpose of this schedule is to record the current condition of the demised property as at the date of the inspection.
- 1.3 The schedule is based upon a detail photographic record of the premises (Appendix 1), supported by descriptive text (Section 4).
- 1.4 The Schedule is based upon a visual inspection of all accessible parts as available at the time of our visit. We have not carried out any invasive inspections that might have been facilitated by the opening up of concealed construction or voids and are, therefore, unable to confirm that such areas are free from defect.
- 1.5 We have not been instructed to commission a specialist inspection of the services installation nor the below ground drainage to the property. All comments within this report in relation to these items are of a descriptive nature for information purposes only and are based upon a Building Surveyors visual inspection only.
- 1.6 For the purpose of identification, the front elevation is regarded as the elevation which faces onto the site entrance. Reference to right and left assume that the reader is facing the element in question.

2. GENERAL DESCRIPTION

2.1 It is understood that the premises includes the following:

- Reception/waiting room
- 6 No consultation rooms
- Pharmacy
- Laboratory
- 2 No X ray rooms
- CT Scan room
- 4 No theatres
- Preparation room
- Kennel ward
- Cattery ward
- Staff changing room
- Laundry
- Surgical office
- Administration offices
- Customer W.C.
- Staff W.C.
- Staff kitchen
- Shower room
- Server room

3 LIMITATIONS

3.1 At the time of survey, the inspection was limited in the following areas:

- Roof slopes were inspected from ground level vantage points where no access was provided.

4 SCHEDULE OF PHOTOGRAPHS

Number Description

The main veterinary building is a recent construction and at the time of the inspection had only been occupied by the practice for two weeks. All parts of this new building including the external shell, internal finished surfaces, services, plant and equipment, and external hardstandings were found to be in a new condition and unless otherwise stated the condition of its various parts are categorised as very good.

1. Barrier matting to reception lobby.
2. Barrier matting to reception lobby.
3. Inner lobby doors.
4. Inner lobby.
5. Ceiling to reception.
6. Reception counter.
7. Walls to reception area.
8. Walls to reception area.
9. Walls to reception area.
10. Hung pendant lighting in reception.

Customer W.C.

11. Entrance to customer W.C.
12. Sheet vinyl floor covering in W.C.
13. Walls in W.C.

Disabled W.C.

14. Entrance to disabled W.C.
15. Sheet vinyl floor covering in disabled W.C.
16. Disabled W.C. sanitaryware.
17. Walls in W.C.

Consultation Room 6

18. Door leading to Consultation Room 6.
19. Sheet vinyl floor covering in Consultation Room 6.
20. PVC hygienic cladding to walls in room.
21. PVC hygienic cladding to walls in room.

Consultation Room 5

22. Entrance to Consultation Room 5.

- 23. Sheet vinyl floor covering.
- 24. PVC hygienic cladding to walls.
- 25. PVC hygienic cladding to walls.

Consultation Room 3

- 26. Entrance to Consultation Room 3.
- 27. Sheet vinyl floor covering.
- 28. PVC hygienic cladding to walls. Suspended tile ceiling with inset LED lighting.

Consultation Room 2

- 29. Entrance to Consultation Room 2.
- 30. Sheet vinyl floor covering.
- 31. PVC hygienic cladding to walls. Suspended tile ceiling with inset LED panel lights.

Consultation Room 1

- 32. Entrance to Consultation Room 1.
- 33. Sheet vinyl floor covering.
- 34. PVC hygienic cladding to walls. Suspended tile ceiling with inset LED lighting.

Consultation Room 4

- 35. Entrance to Consultation Room 4.
- 36. Sheet vinyl floor covering.
- 37. PVC hygienic cladding to walls. Suspended tile ceiling with inset LED lighting.

Reception

- 38. Reception circulation area leading to corridor to treatment areas.
- 39. Corridor to treatment areas off reception.

Glazed Corridor

- 40. Glazed link corridor, sheet vinyl floor covering.
- 41. Polyester coated metal framed glazing. Suspended tile ceiling with recessed LED lighting.

Office Opposite Glazed Corridor

- 42. Entrance door and glazing to office directly off glazed link.
- 43. Sheet vinyl floor covering.
- 44. Painted plaster walls. Suspended tile ceiling with surface mounted LED lighting.

Circulation Corridor

45. Corridor steps leading from glazed link. Sheet vinyl floor covering with aluminium stair nosings.

Administration Office

46. Entrance into administration office off aforementioned steps.
47. Sheet vinyl floor covering.
48. Painted plaster ceiling and walls. Hairline cracking was noted to the surface of the ceiling.
49. Painted plaster ceiling and walls. Hairline cracking was noted to the surface of the ceiling.
50. UPVC framed window to office.

Office Opposite Administration Office

51. Office adjacent the aforementioned administration office. Sheet vinyl floor covering.
52. Painted plaster walls.
53. Suspended tile ceiling with inset LED lighting.

Office Next to W.C.

54. Entrance to office.
55. Sheet vinyl floor covering.
56. Painted plaster walls.
57. Suspended tile ceiling with inset LED panel lighting.
58. Corridor off glazed link corridor. Sheet vinyl floor covering. Painted plastered walls. Suspended tile ceiling with inset LED lighting.

Male W.C.

59. Entrance to male W.C.
60. Sheet vinyl floor covering.
61. Sheet vinyl floor covering.
62. Urinal.
63. Entrance to toilet cubicle.
64. Toilet. The lid to the plastic cistern is misaligned with the locking nut missing. The plaster surface of the walls is undulated and uneven.
65. Plastered walls within built in cupboard. The plaster surface is variously cracked. The decoration is worn.
66. Plastered walls within built in cupboard. The plaster surface is variously cracked. The decoration is worn.
67. W.C. pan.

Server Room

- 68. Entrance to server room.
- 69. Sheet vinyl floor covering.
- 70. Painted plaster walls.

Vet Office

- 71. Entrance into vet office. Note scarring to the paint decoration of the door directly above the lock.
- 72. Sheet carpet floor covering. The covering is worn in the trafficked areas and variously soiled.
- 73. Sheet carpet floor covering. The covering is worn in the trafficked areas and variously soiled.
- 74. Painted plaster walls. The wall surfaces contain numerous light scuff marking and isolated soiling to paint decoration.
- 75. Painted plaster walls. The wall surfaces contain numerous light scuff marking and isolated soiling to paint decoration.
- 76. UPVC framed window.
- 77. General view of radiator in room.
- 78. Painted plaster walls. The wall surfaces contain numerous light scuff marking and isolated soiling to paint decoration.
- 79. Painted plaster ceiling, evident to the surface is hairline cracking.
- 80. Entrance into staff room. Sheet vinyl floor covering.

Kitchen / Staff Room

- 81. Painted plaster walls. Various light abrasions were noted to the decorative surface.
- 82. Painted plaster walls. Various light abrasions were noted to the decorative surface.
- 83. uPVC framed window.
- 84. Painted plaster walls. Various light abrasions were noted to the decorative surface.
- 85. Painted plaster walls. Various light abrasions were noted to the decorative surface.
- 86. Suspended tile ceiling with inset LED panel lighting.

Staff W.C.

- 87. Entrance into staff W.C.
- 88. Sheet vinyl floor covering.

89. Painted plaster walls. The wall surfaces contain numerous light abrasions to the decorative surface.

Clinical Store

90. Suspended tile ceiling with inset LED panel lighting.
91. Entrance into clinical store.
92. Sheet vinyl floor covering.
93. Sheet vinyl floor covering.
94. Painted plaster walls.
95. Painted plaster walls.
96. Painted plaster walls.
97. Painted plaster walls.
98. Inner roof sheets to area.
99. Inner roof sheets to area. Suspended LED tube lighting to area.

First Floor Plant Room

100. General view of heating plant.
101. General view of heating plant.
102. General view of heating plant.
103. Bare dense concrete blockwork walls to area.
104. Bare dense concrete blockwork walls to area. Note also ladder access leading back to Clinical Store.
105. Bare dense concrete blockwork walls to area.
106. General view of heating plant in area.
107. Particle board timber deck to area.
108. Bare concrete blockwork walls to area.
109. Bare concrete blockwork walls to area.
110. General view of heating plant.
111. General view of air conditioning ducting.
112. General view of air conditioning ducting.
113. Structural cross bracing situated directly beneath the roof. The upper facings of the steel are lightly soiled.

Circulation Corridor off Clinical Store

114. Circulation corridor off Clinical Store. Sheet vinyl floor covering with PVC hygienic cladding to walls. Suspended tile ceiling with inset LED panel lighting.

Staff Changing Room

115. Entrance to staff changing and shower area.

116. Sheet vinyl floor covering.
117. Painted plaster ceiling with inset LED lighting.
118. Painted plaster ceiling with inset LED lighting.
119. Doors to changing area W.C. and shower.
120. Changing room, sheet vinyl floor covering. Painted plaster walls with the lower half lined with PCV hygienic cladding.
121. Painted plaster walls with the lower half lined with PVC hygienic cladding.
122. Painted plaster ceiling with inset LED lighting.
123. Entrance to staff W.C.
124. Sheet vinyl floor covering.
125. Painted plaster walls with the lower half lined with PVC hygienic cladding.
126. Painted plaster ceiling with inset LED lighting.
127. Entrance to shower.
128. Sheet vinyl floor covering with shower enclosure.
129. Shower enclosure.
130. PVC hygienic cladding to walls and ceiling.

Laundry

131. Entrance to laundry.
132. Sheet vinyl floor covering.
133. Painted plaster walls with the lower half lined with PVC hygienic cladding.
134. Fitted sink base and wall units.
135. Painted plaster ceiling with surface mounted strip LED lighting.
136. Steel framed emergency exit door.

Kennels

137. Entrance to kennels.
138. Sheet vinyl floor covering.
139. Sheet vinyl floor covering.
140. Sheet vinyl floor covering with integrated linear drainage.
141. PVC hygienic cladding to walls.
142. PVC hygienic cladding to walls.
143. General view of kennel cages and walk-in kennels.
144. Glazed doors to walk-in kennels.
145. Steel framed polyester coated doors leading to external cages.
146. Painted plaster ceiling with inset air conditioning cassette and surface mounted strip LED lighting.

Proposed MRI Room

- 147. Entrance into proposed MRI Room.
- 148. Sheet vinyl floor covering.
- 149. Painted plaster walls.
- 150. Painted plaster walls.
- 151. Painted plaster walls.
- 152. Suspended tile ceiling with inset air conditioning cassette and inset LED panel lighting.

MRI Viewing Room

- 153. Entrance into MRI viewing room.
- 154. Sheet vinyl floor covering.
- 155. Painted plaster walls.
- 156. Suspended tile ceiling with inset LED panel lighting.

Tech RM Room

- 157. Entrance door to adjoining Tech RM room.
- 158. Sheet vinyl floor covering.
- 159. Painted plaster walls.
- 160. Painted plaster walls.
- 161. Suspended tile ceiling with inset air extract grill and LED panel lighting.

CT Scan Room

- 162. Entrance into CT Scan Room.
- 163. Sheet vinyl floor covering.
- 164. Sheet vinyl floor covering.
- 165. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 166. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 167. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 168. Doors leading to X-Ray Room 1.
- 169. Sheet vinyl floor covering.
- 170. Painted plaster walls.
- 171. Painted plaster walls.
- 172. Suspended tile ceiling with inset air conditioning cassette and LED panel lighting.

X-Ray Room 2

- 173. Entrance into X-Ray Room 2.
- 174. Sheet vinyl floor covering.
- 175. Sheet vinyl floor covering.

176. Painted plaster walls.

177. Painted plaster walls.

Cattery

178. Suspended tile ceiling with inset air conditioning cassette and LED panel lighting.

179. Entrance into cattery.

180. Sheet vinyl floor covering.

181. Walls are lined with PVC hygienic cladding.

182. Walls are lined with PVC hygienic cladding.

183. Painted plaster ceiling.

Theatre Utility Room

184. Entrance to Theatre Utility Room.

185. Sheet vinyl floor covering.

186. Sheet vinyl floor covering.

187. Walls are lined with PVC hygienic cladding.

188. Walls are lined with PVC hygienic cladding.

189. Walls are lined with PVC hygienic cladding.

190. Steel framed polyester coated emergency exit door.

191. Suspended tile ceiling with inset air conditioning cassette and LED panel lighting.

Theatre Store

192. Entrance into theatre store.

193. Sheet vinyl floor covering.

194. Painted plaster walls.

195. Painted plaster walls.

Treatment Area

196. Sheet vinyl floor covering.

197. Sheet vinyl floor covering.

198. Sheet vinyl floor covering.

199. Sheet vinyl floor covering.

200. Sheet vinyl floor covering.

201. Sheet vinyl floor covering.

202. Sheet vinyl floor covering.

203. Sheet vinyl floor covering.

204. Walls are lined with PVC hygienic cladding.

205. Walls are lined with PVC hygienic cladding.

- 206. Walls are lined with PVC hygienic cladding.
- 207. Walls are lined with PVC hygienic cladding.
- 208. Walls are lined with PVC hygienic cladding.
- 209. Walls are lined with PVC hygienic cladding.
- 210. Walls are lined with PVC hygienic cladding.
- 211. Walls are lined with PVC hygienic cladding.
- 212. Walls are lined with PVC hygienic cladding.
- 213. Suspended tile ceiling with inset LED panel lighting.
- 214. Suspended tile ceiling with inset LED panel lighting.
- 215. Suspended tile ceiling with inset LED panel lighting.

Scrub Area

- 216. Scrub area.
- 217. Sheet vinyl floor covering.
- 218. Sheet vinyl floor covering.
- 219. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 220. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 221. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 222. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 223. Painted plaster walls with the lower half lined with PVC hygienic cladding.
- 224. Suspended tile ceiling with inset LED panel lighting.
- 225. Suspended tile ceiling with inset LED panel lighting.

Theatre 4

- 226. Entrance to Theatre 4.
- 227. Walls lined with PVC hygienic cladding.
- 228. Sheet vinyl floor covering.

Theatre 3

- 229. Entrance to Theatre 3.
- 230. Walls lined with PVC hygienic cladding.
- 231. Painted plaster ceiling.
- 232. Glazed partition between Theatres 2 and 3.

Theatre 2

- 233. Entrance to Theatre 2.
- 234. Sheet vinyl floor covering.
- 235. Walls lined with PVC hygienic cladding.

Theatre 1

- 236. Entrance into Theatre 1.

- 237. Sheet vinyl floor covering.
- 238. Walls lined with PVC hygienic cladding. Painted plaster ceiling.

Ground Floor Plant Room

- 239. Entrance into Plant Room.
- 240. Painted concrete floor.
- 241. Painted concrete floor.
- 242. Undecorated plastered walls.
- 243. General view of various heating plant in room.
- 244. Painted plaster walls.
- 245. General view of inner roof sheet.
- 246. 2 No. heating boilers.
- 247. General view of building management system control panel.

External

- 248. General view of bay window to third party let office.
- 249. External wall and window to vet office. Note adaptation to brickwork surrounding the window opening.
- 250. Left facing elevation of single storey building. Note temporary plastic tarpaulin secured over elevation.
- 251. Left facing elevation of single storey building. Note temporary plastic tarpaulin secured over elevation.
- 252. Rear elevation of single storey building.
- 253. Profiled metal roof to single storey building.
- 254. Rear elevation of single storey building.
- 255. Rear elevation at first floor level.
- 256. Rear elevation of single storey building.
- 257. Rear elevation of single storey building.
- 258. Rear elevation of single storey building.
- 259. General view of air conditioning ductwork situated to the rear elevation.
- 260. General view of air conditioning plant situated to the rear elevation.
- 261. General view of rear elevation of single storey building.
- 262. General view of rear elevation of single storey building.
- 263. General view of rear elevation of single storey building.
- 264. General view of rear elevation of single storey building.
- 265. General view of rear elevation of single storey building.
- 266. General view of rear elevation of single storey building.
- 267. General view of air conditioning plant situated to the rear elevation.

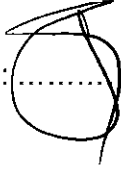
268. General view of rear right corner of single storey building.
269. General view of right elevation of single storey building.
270. General view of right elevation of single storey building.
271. General view of right elevation of single storey building.
272. General view of right elevation of single storey building.
273. General view of front elevation of single storey building.
274. General view of front elevation of single storey building.
275. Cladding to front elevation of single storey building.
276. Cladding to front elevation of single storey building.
277. Curtain wall glazing to front elevation of single storey building.
278. Curtain wall glazing to front elevation of single storey building.
279. Curtain wall glazing to front elevation of single storey building.
280. Curtain wall glazing to front left corner of single storey building.
281. Curtain wall glazing to front left corner of single storey building.
282. Curtain wall to glazed link building.
283. External elevation of administration office.
284. Concrete steps leading to glazed link corridor.
285. General view of engineered timber roof joists and stanchion columns to front elevation.
286. General view of base to stanchion column.
287. Carriageway leading onto site. The tarmacadam surface is variously worn with isolated pot holes evident.
288. Carriageway leading onto site. The tarmacadam surface is variously worn with isolated pot holes evident.
289. Entrance onto site situated to the right hand side.
290. Soft landscaping adjacent the front elevation. The area is recently planted and is bare of growth.
291. Soft landscaping adjacent the front elevation. The area is recently planted and is bare of growth.
292. Tarmacadam surfaced car park.
293. Tarmacadam surfaced car park.
294. Entrance onto site situated to the left hand side.
295. Tarmacadam surfaced car park.
296. Tarmacadam surfaced car park.
297. Cast in situ concrete surfacing situated to the left of the building with a tarmacadam surfaced footpath adjacent the left elevation.

298. Tarmacadam surfaced footpath adjacent the left elevation.
299. Pre-cast concrete slabbed footpath adjacent the rear elevation.
300. Pre-cast concrete slabbed footpath adjacent the rear elevation.
301. Pre-cast concrete slabbed footpath adjacent the rear elevation.
302. Timber rail fence to the rear boundary.
303. Timber rail fence to the rear boundary.
304. Pre-cast concrete slabs to footpath.
305. Pre-cast concrete slabs to footpath.
306. Pre-cast concrete slabs to footpath.
307. Pre-cast concrete slabs to footpath.
308. Cover to drainage inspection chamber. The frame is loosely secured to the chamber.
309. Pre-cast concrete slab footpath adjacent the rear elevation.
310. Pre-cast concrete slab footpath adjacent the rear elevation.
311. Tarmacadam surfaced car park adjacent the right elevation.
312. Tarmacadam surfaced car park adjacent the right elevation.
313. Pre-cast concrete slab footpath adjacent the right elevation.
314. Soft landscaping to rear right of site.
315. General view of electric substation situated to the rear right corner of the site.
316. Void beneath the front facing elevation of the sub-station.
317. Soft landscaping situated to the rear right corner of the site.
318. Pre-cast concrete slab footpath adjacent the right elevation.
319. Tarmacadam surfaced car park adjacent the right elevation.
320. Tarmacadam surfaced car park adjacent the right elevation.
321. Tarmacadam surfaced car park adjacent the right elevation.
322. Tarmacadam surfaced car park adjacent the right elevation.
323. Soft landscaping and timber feather edge panelled fence alongside the front right boundary.
324. Tarmacadam surface car park adjacent the right elevation.
325. Soft landscaping situated to the front right corner of the single storey building. The area is recently sown and is bare of foliage.
326. Service housing situated to the front right of site.
327. General view of bike store.
328. Tarmacadam surfaced car park adjacent the front elevation.
329. Tarmacadam and concrete block paviour surfacing adjacent the front elevation of the single storey building.

330. Tarmacadam and concrete block paviour surfacing adjacent the front elevation of the single storey building.
331. Tarmacadam and concrete block paviour surfacing adjacent the front elevation of the single storey building.
332. Tarmacadam and concrete block paviour surfacing adjacent the front elevation of the single storey building.
333. Tarmacadam and concrete block paviour surfacing adjacent the front elevation of the single storey building.
334. Tarmacadam surfacing to car park adjacent the front elevation.
335. Concrete block paviour surfacing situated between the main building and the Victorian building.
336. Concrete block paviour surfacing situated between the main building and the Victorian building.
337. Concrete block paviour surfacing situated between the main building and the Victorian building.

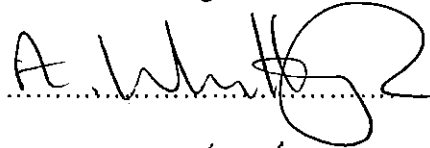
5 AGREEMENT OF SCHEDULE

5.1 The schedule has been agreed on behalf of the tenant

Signed: 

Date: 09/10/19

5.2 The schedule has been agreed on behalf of the landlord

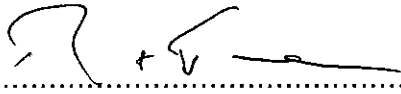
Signed: 

Date: 09/10/19

APPENDIX 1
PHOTOGRAPHS

5 AGREEMENT OF SCHEDULE

5.1 The schedule has been agreed on behalf of the tenant

Signed: 

Date: 09/10/19

5.2 The schedule has been agreed on behalf of the landlord

Signed:

Date:



Photo 1:

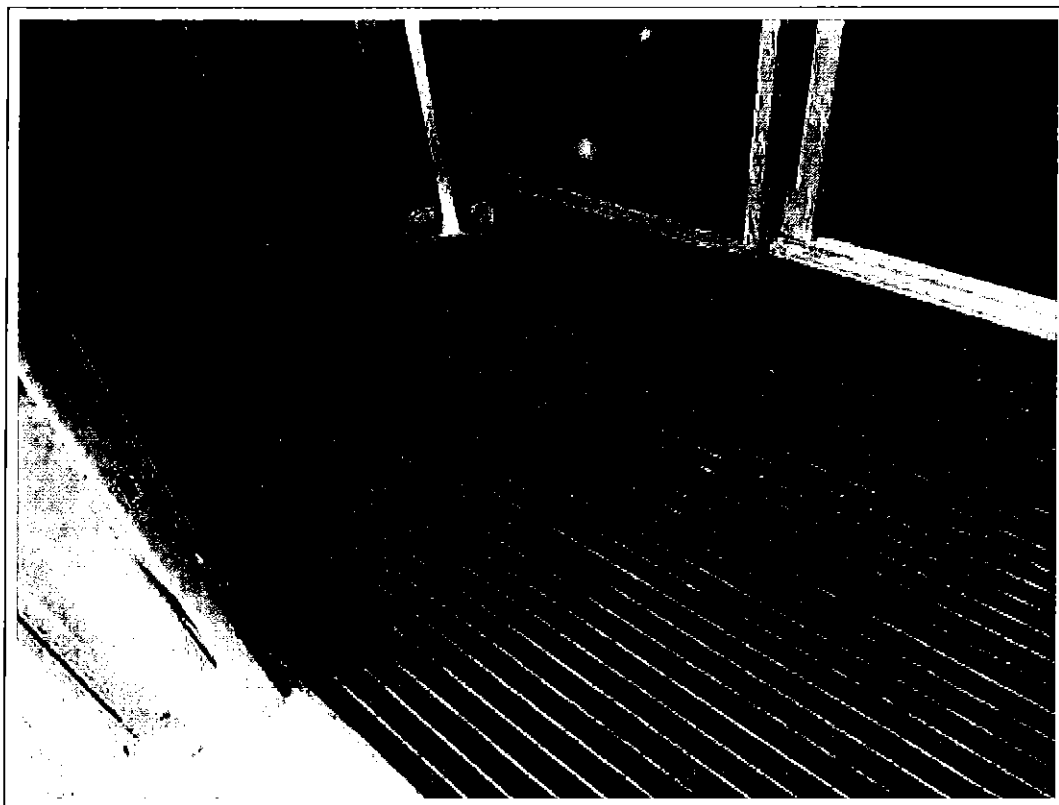


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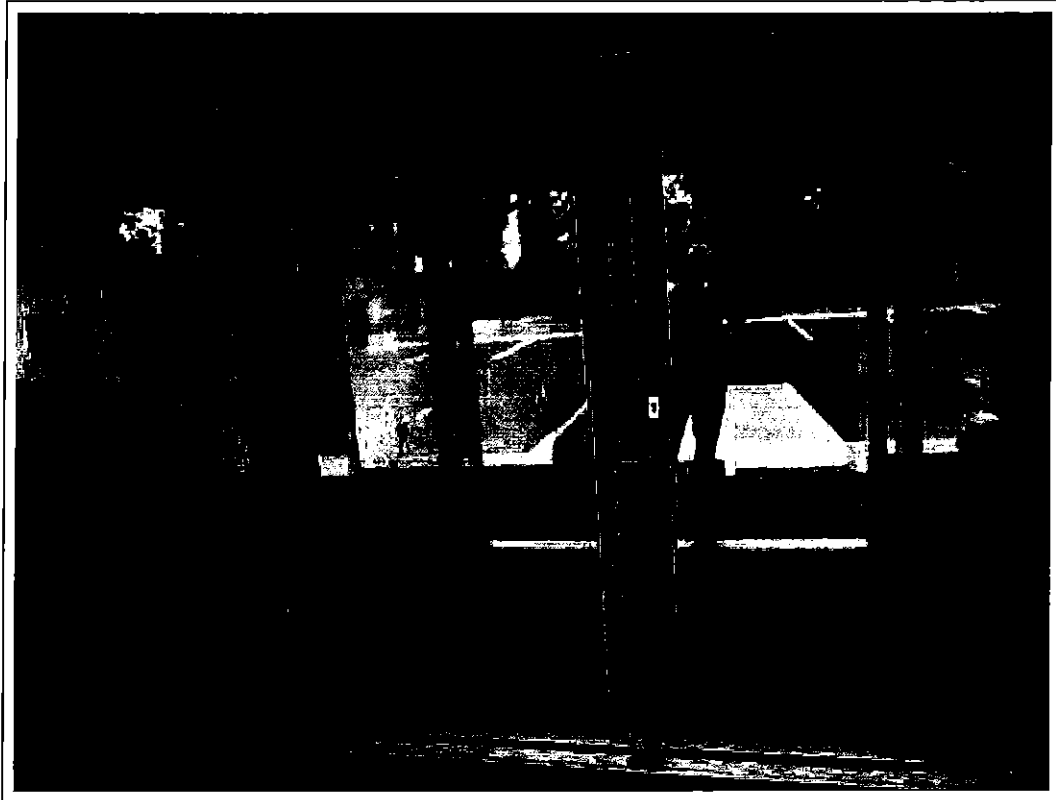


Photo 4:



Photo 1:



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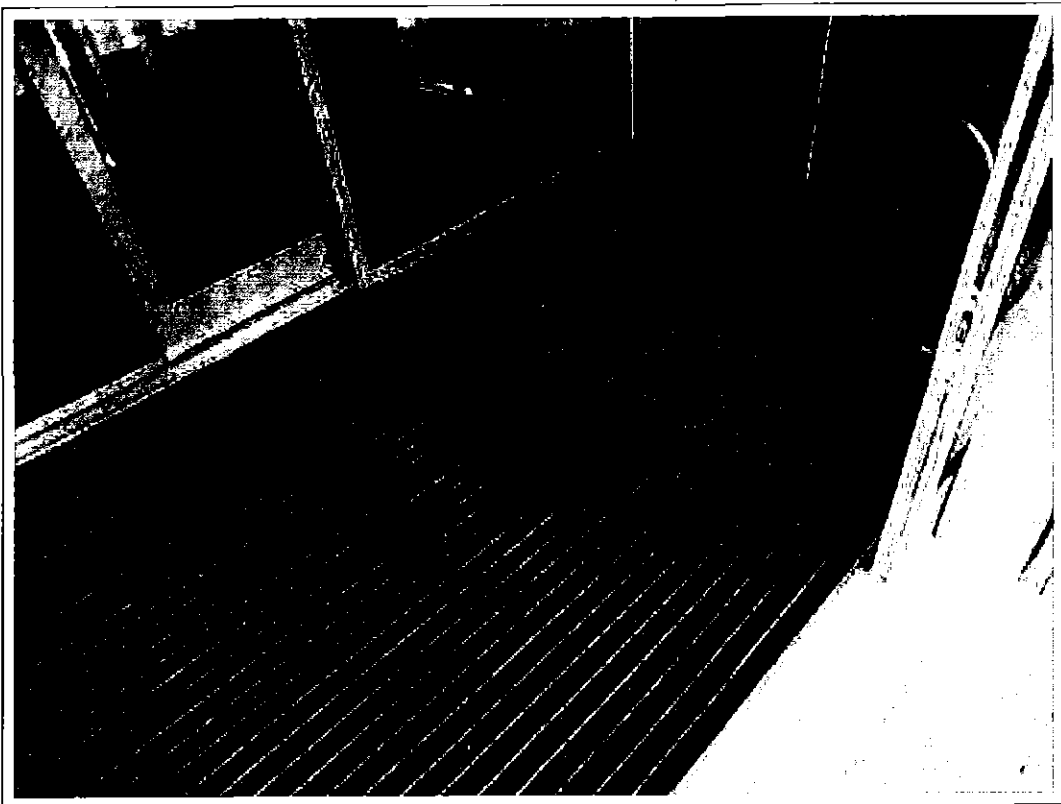


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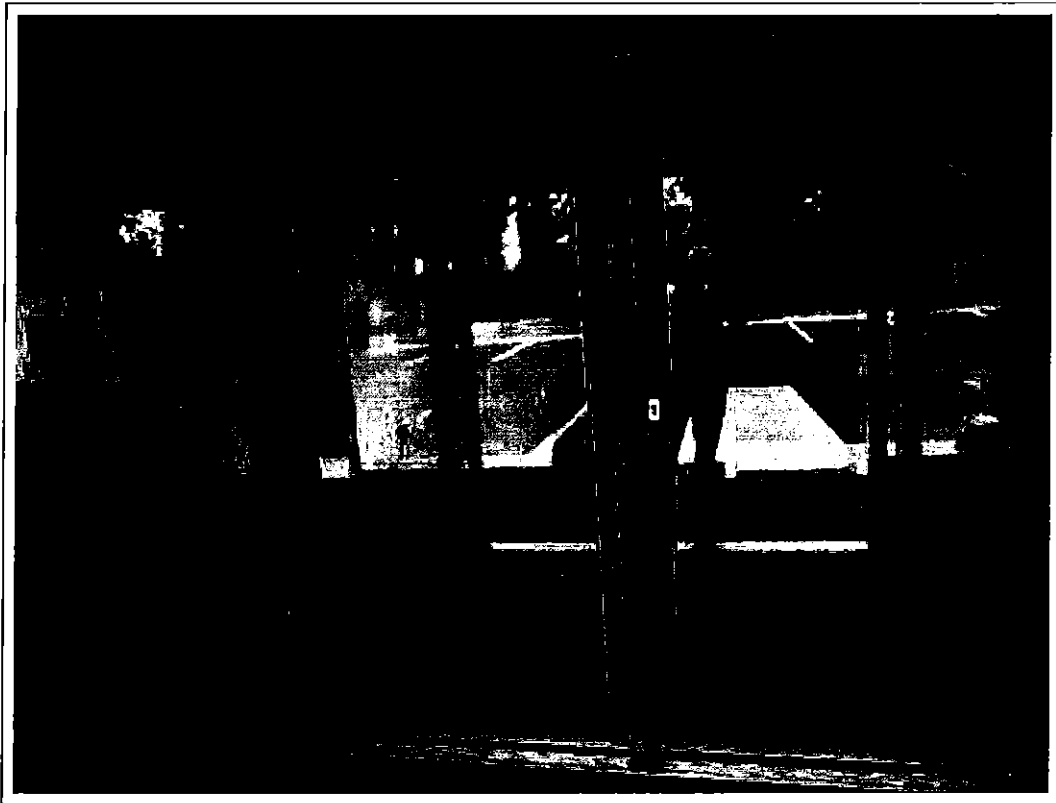


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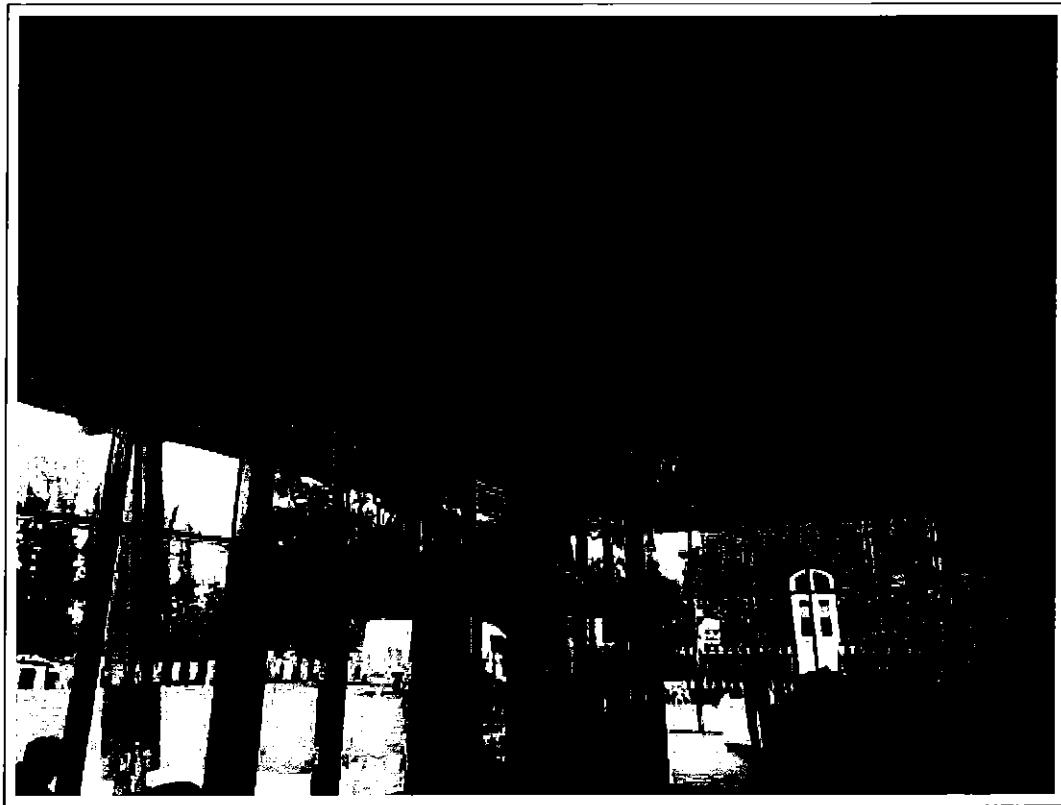


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Photo 7:



Photo 8:

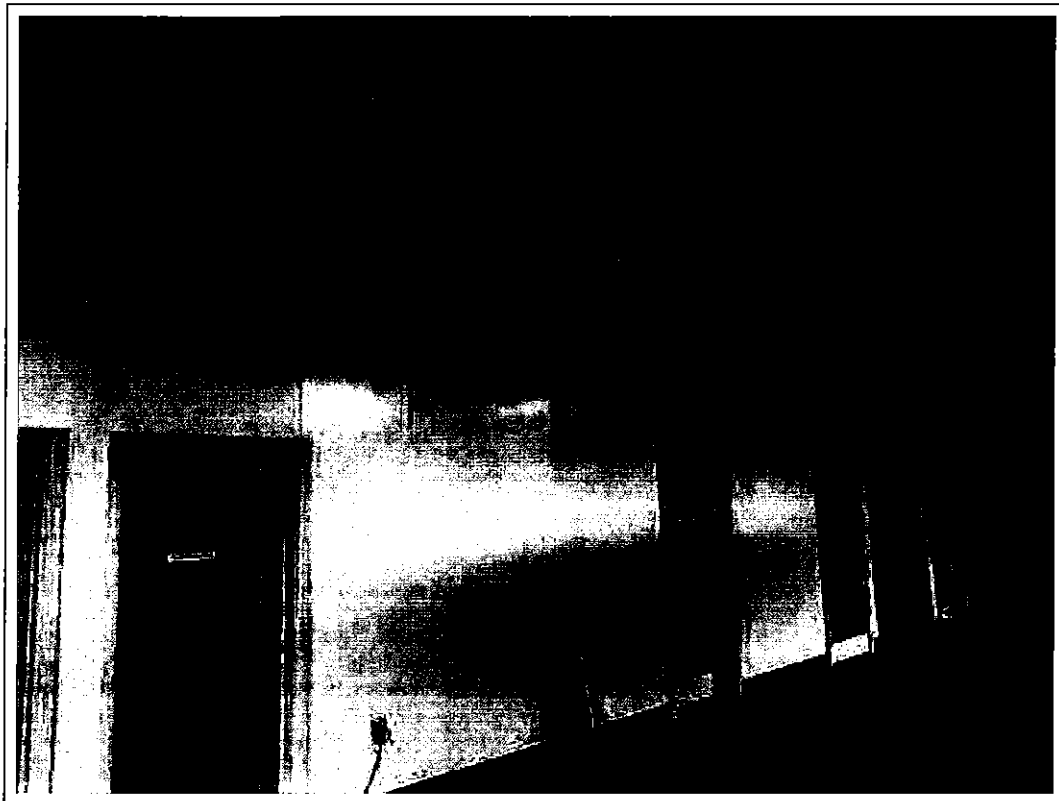


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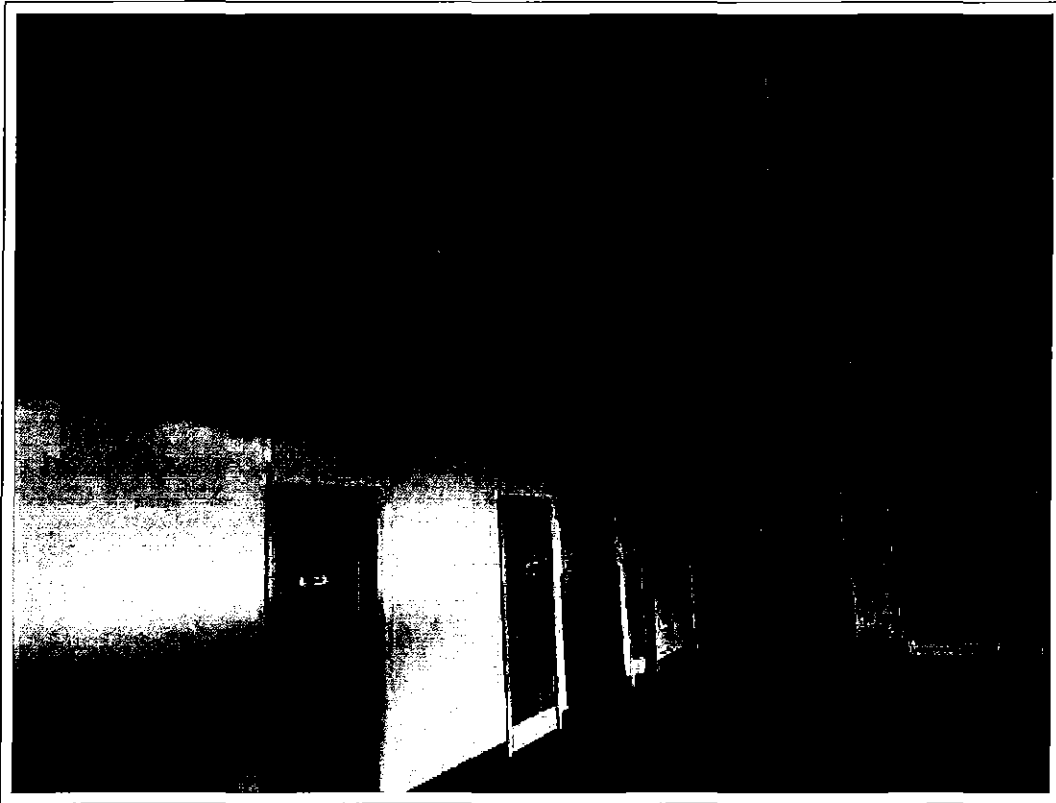


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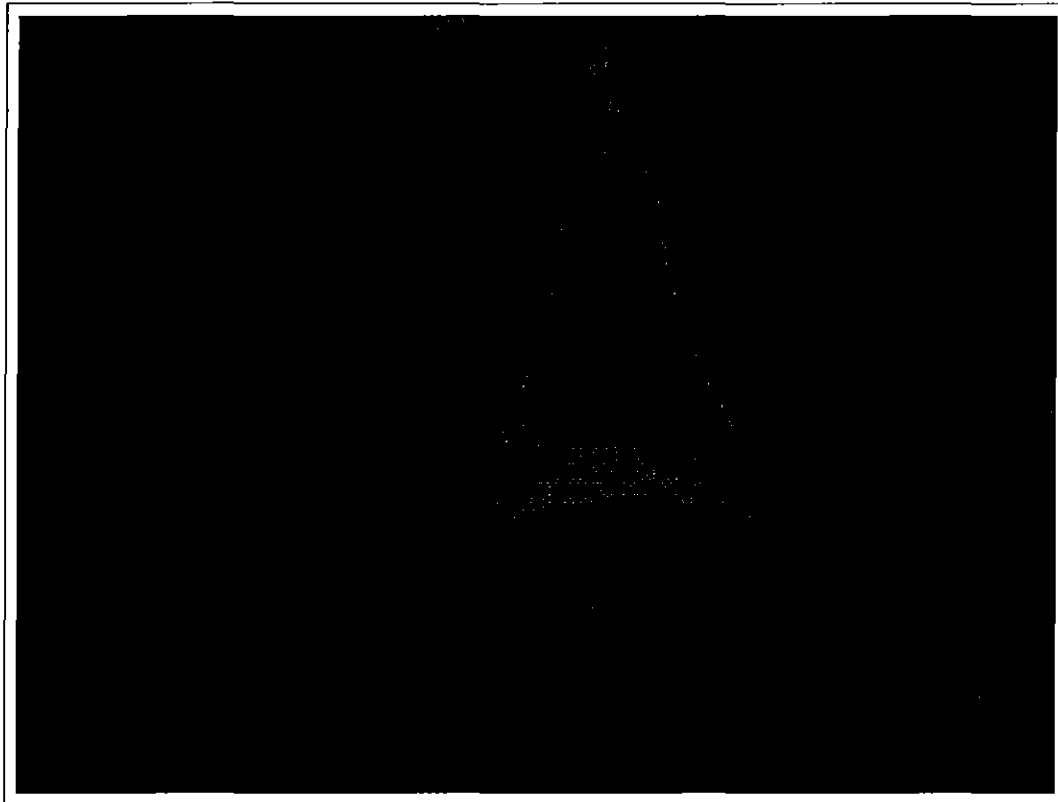


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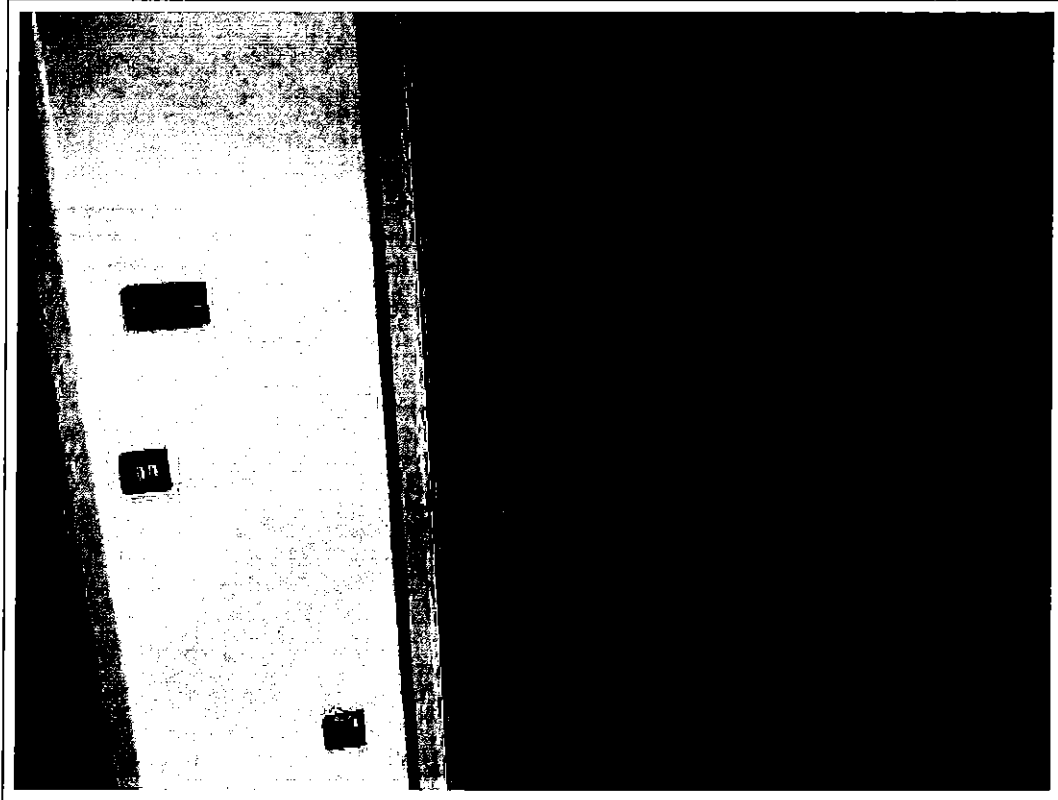


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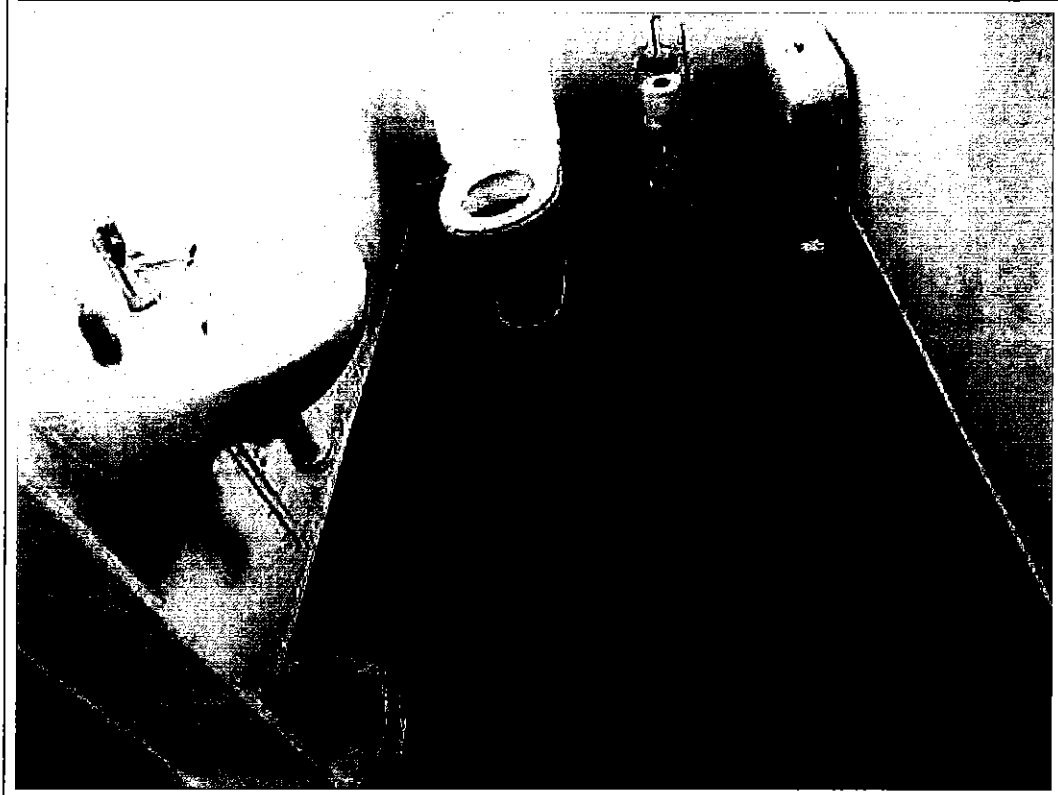


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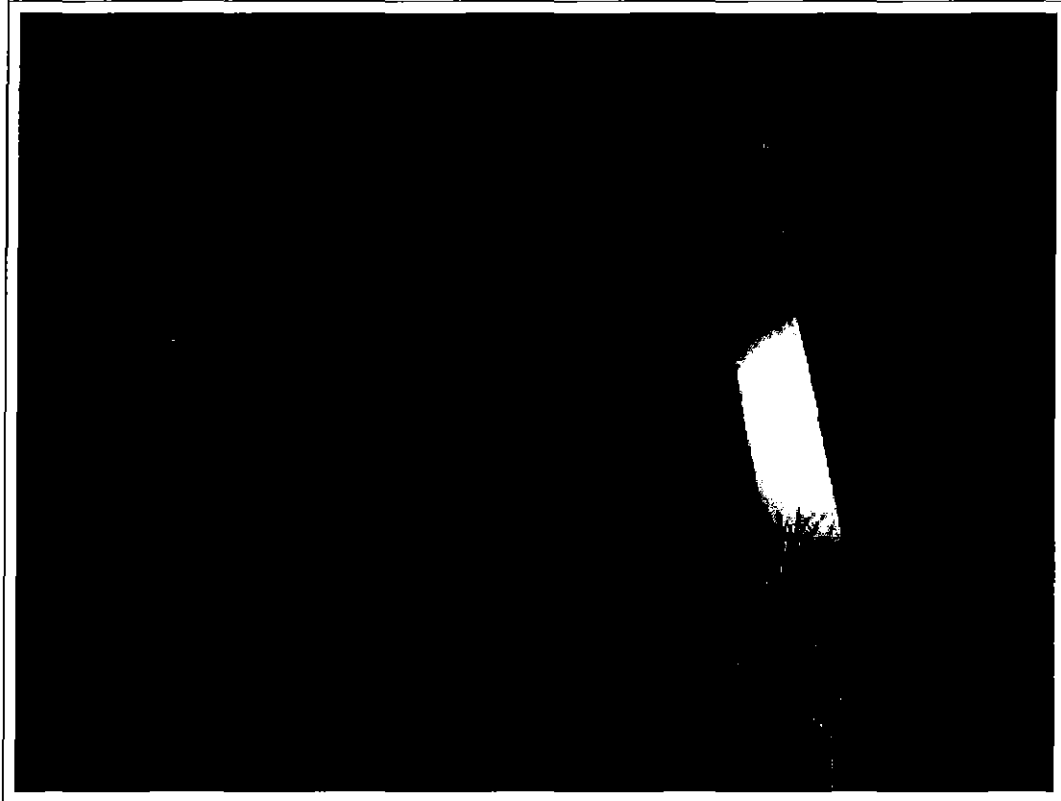


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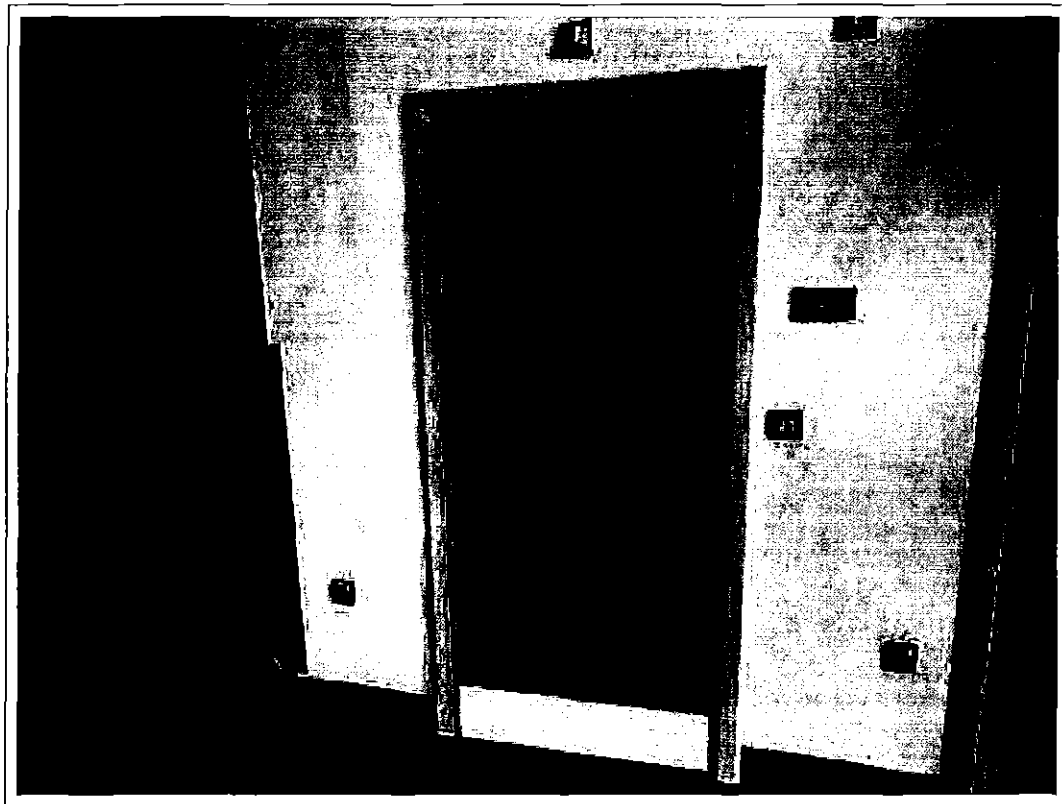


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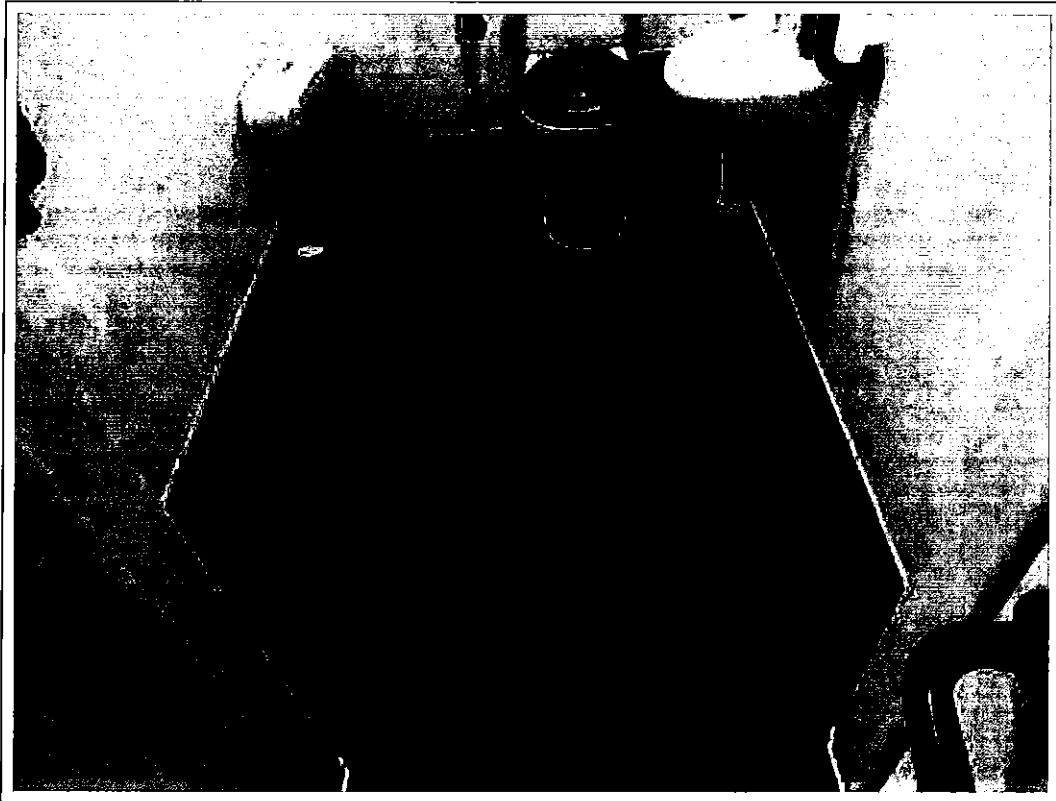


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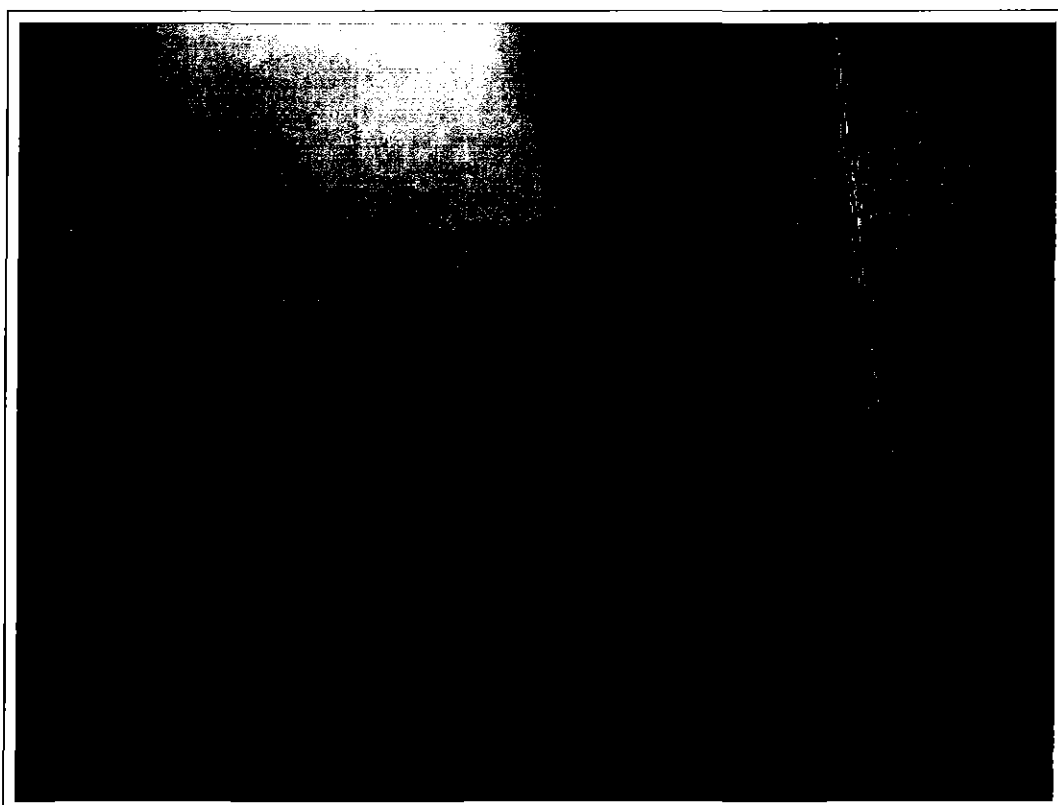


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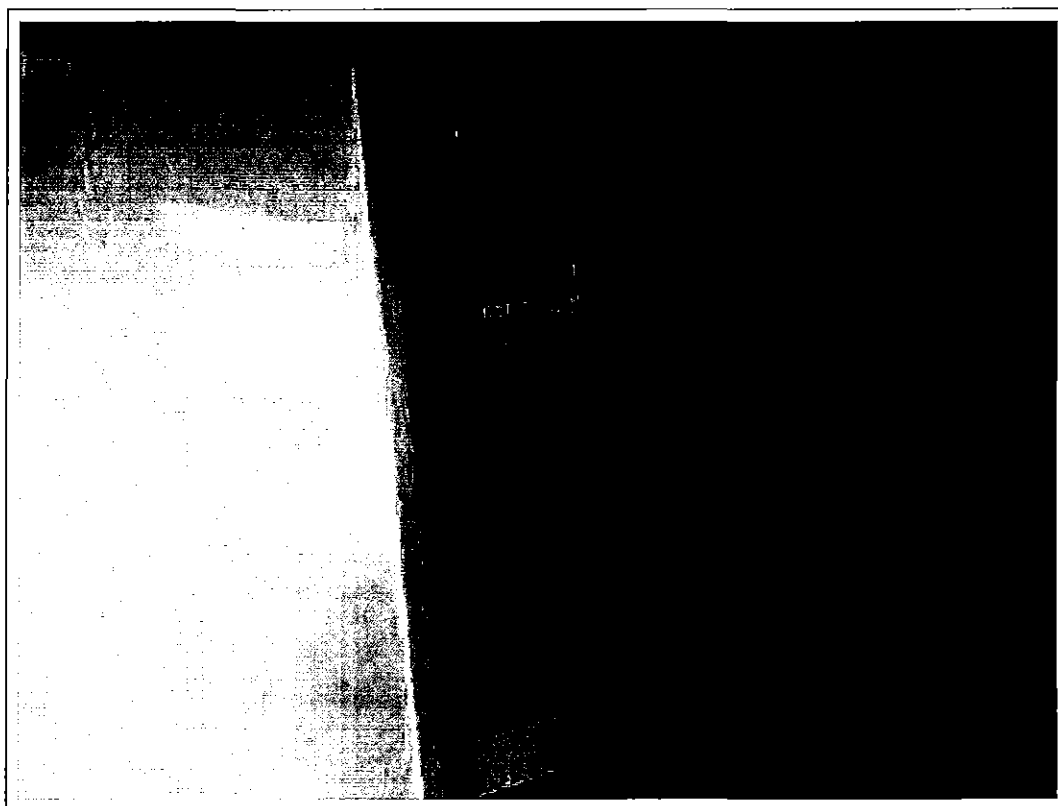


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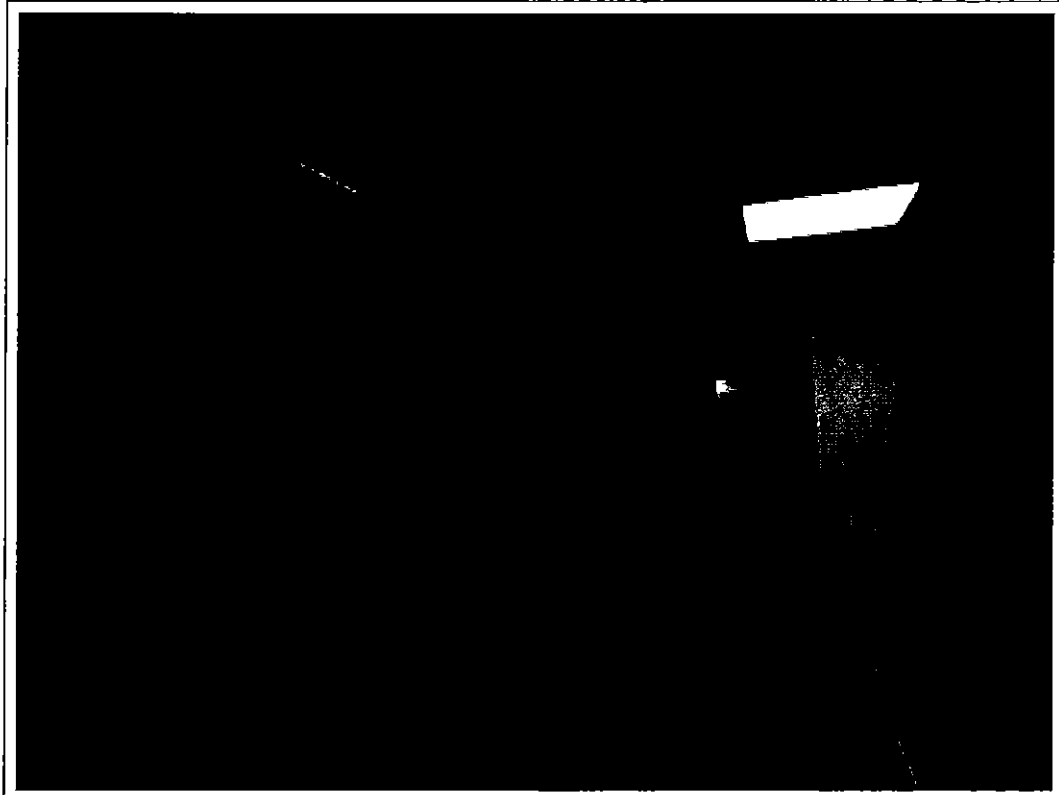


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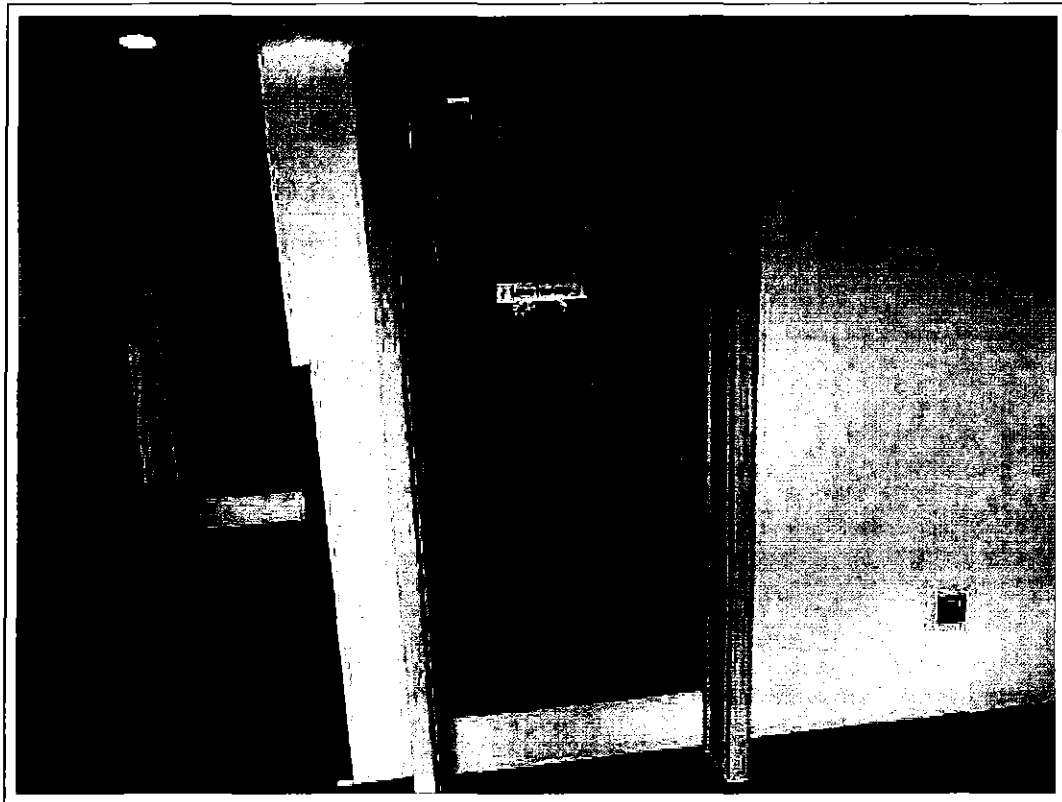


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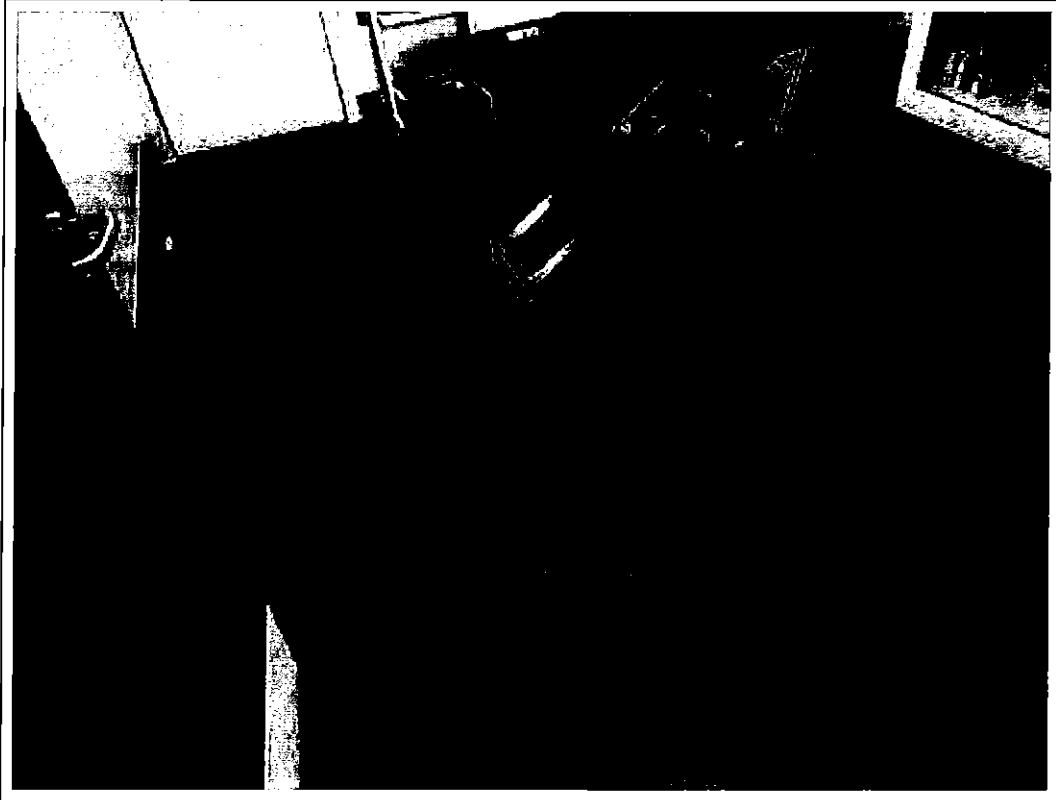


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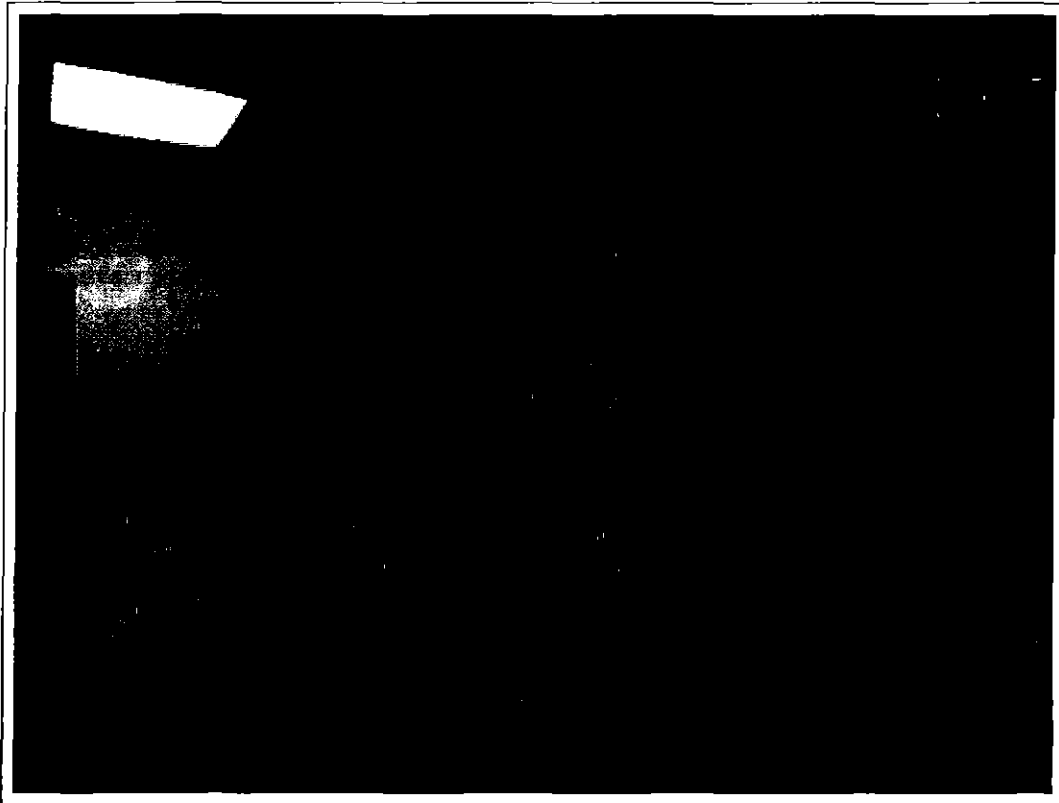


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Photo 27:



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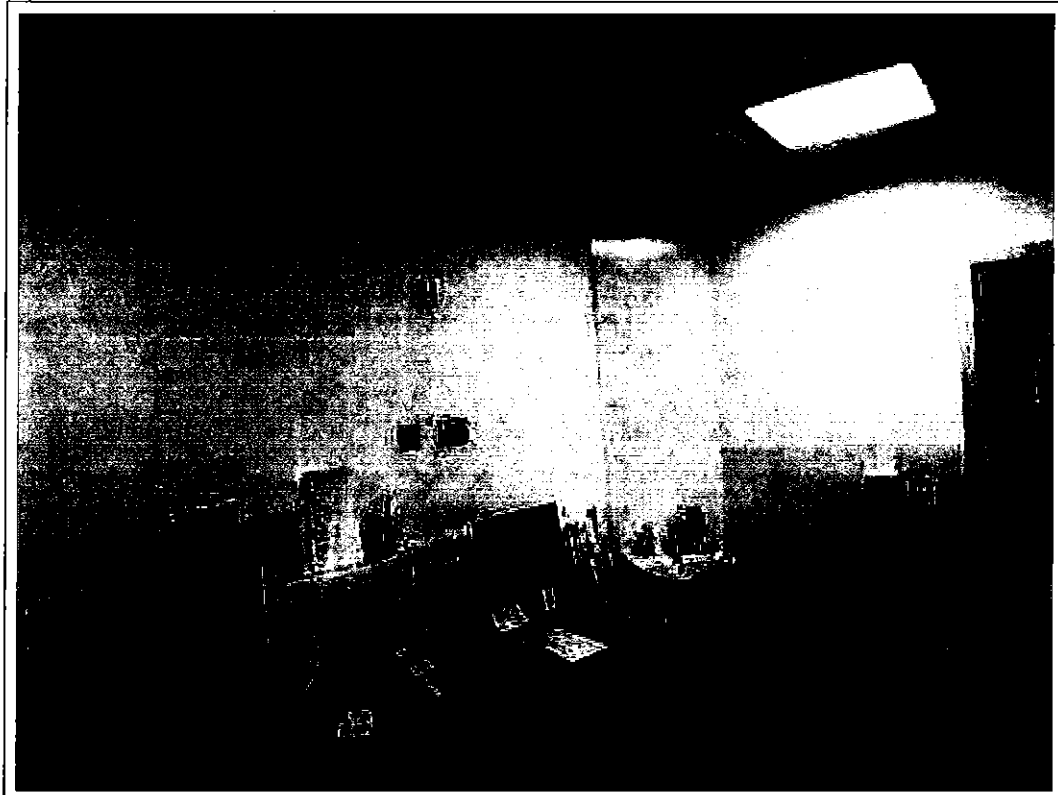


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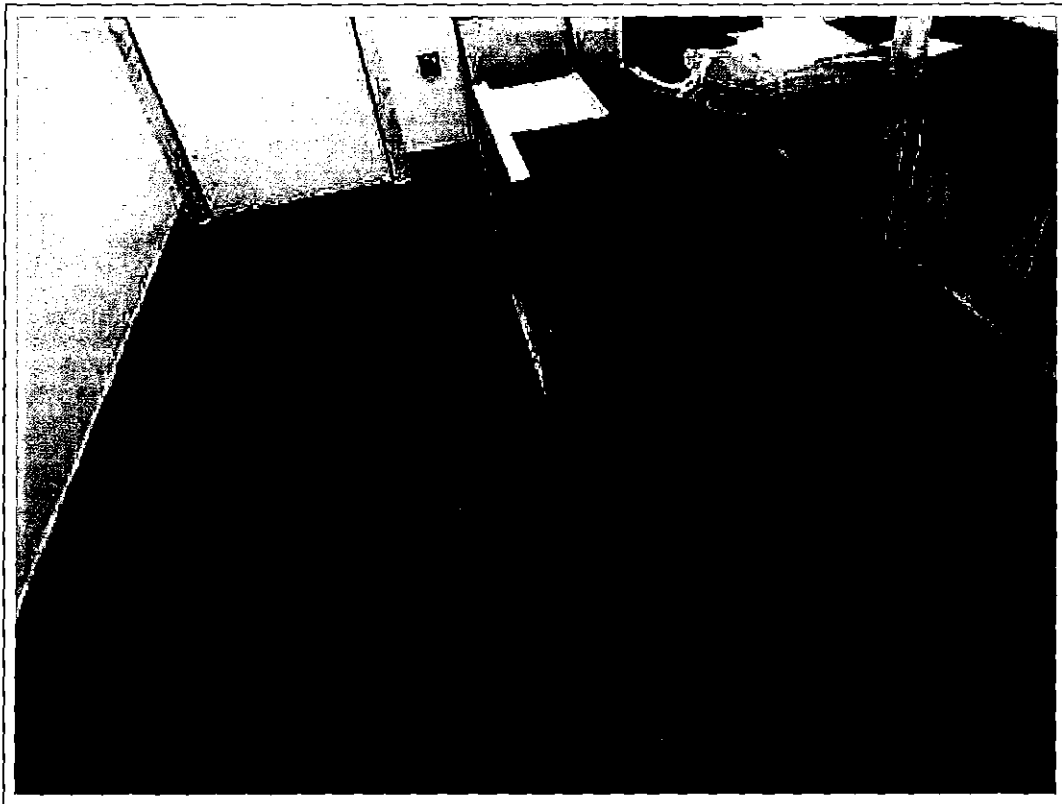


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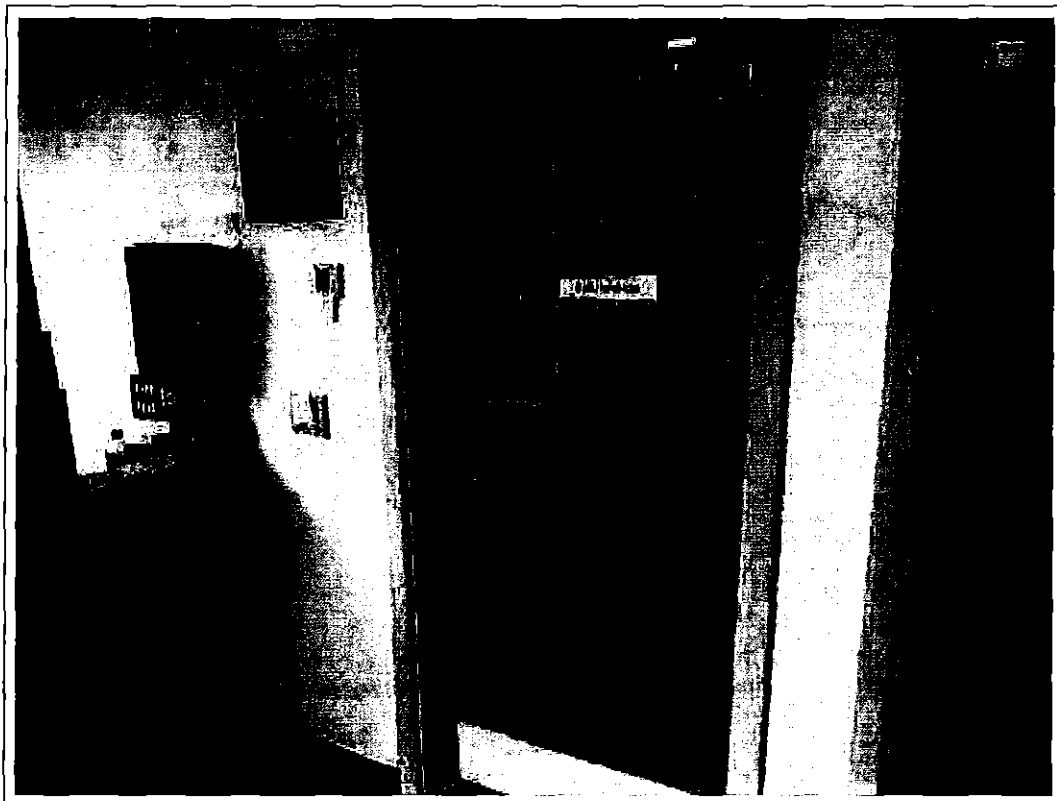


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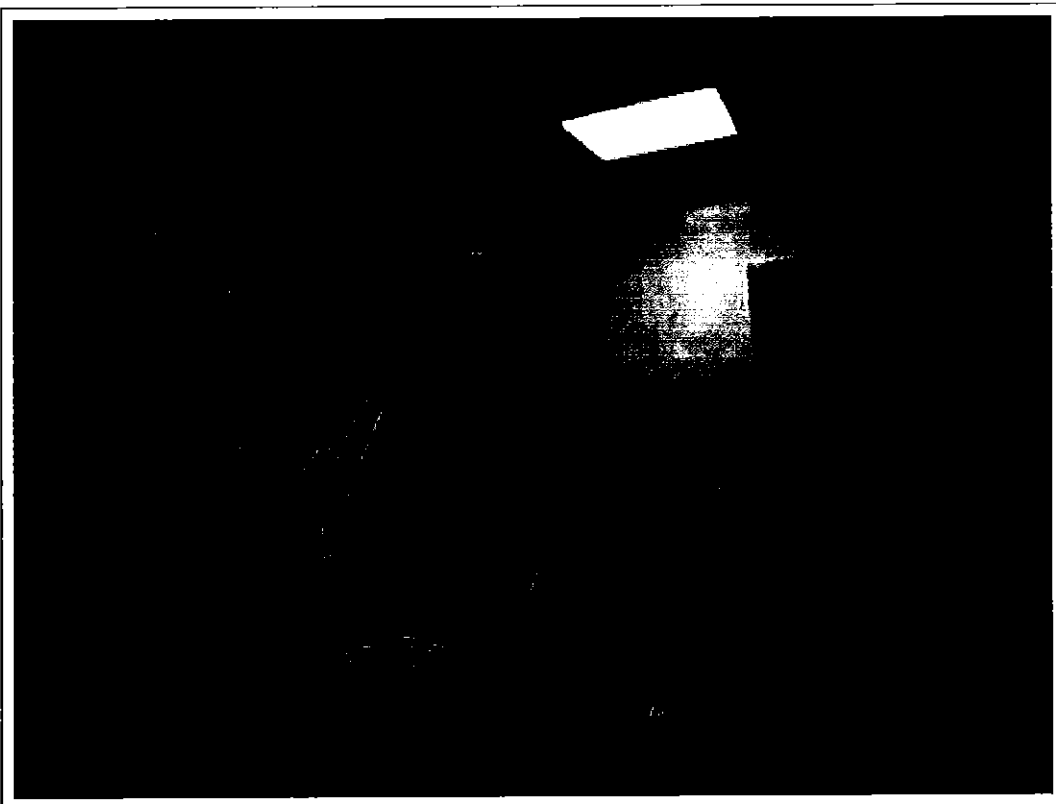


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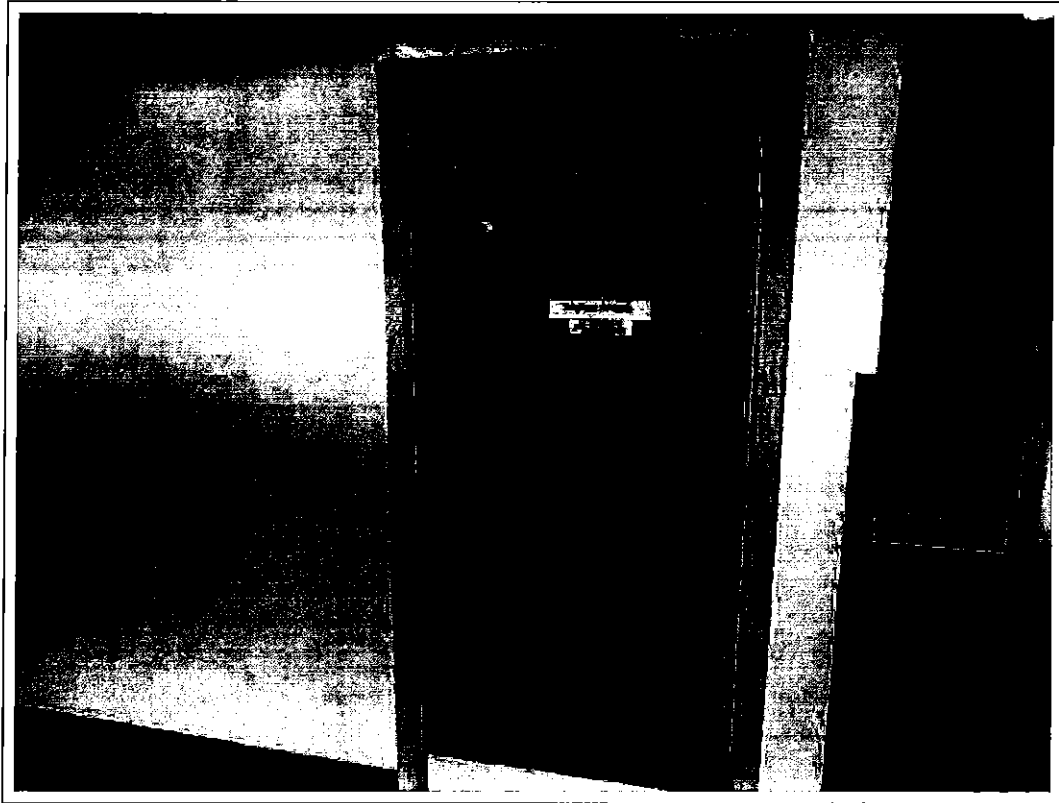


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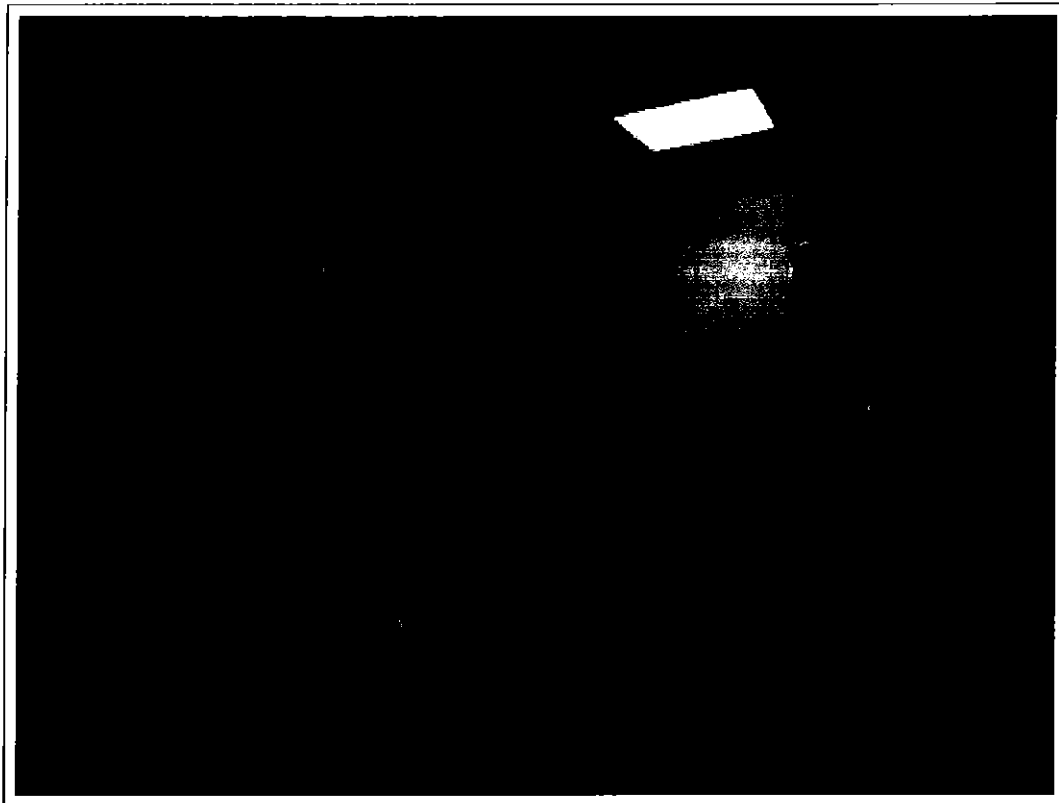


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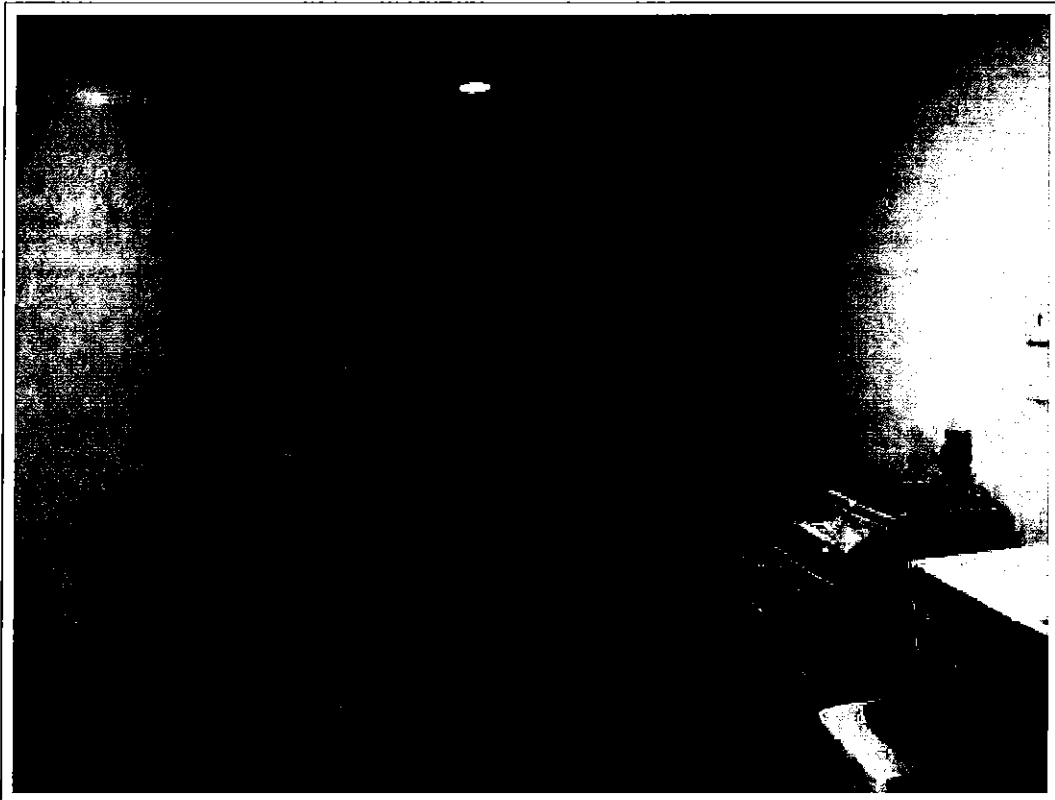


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Photo 41:



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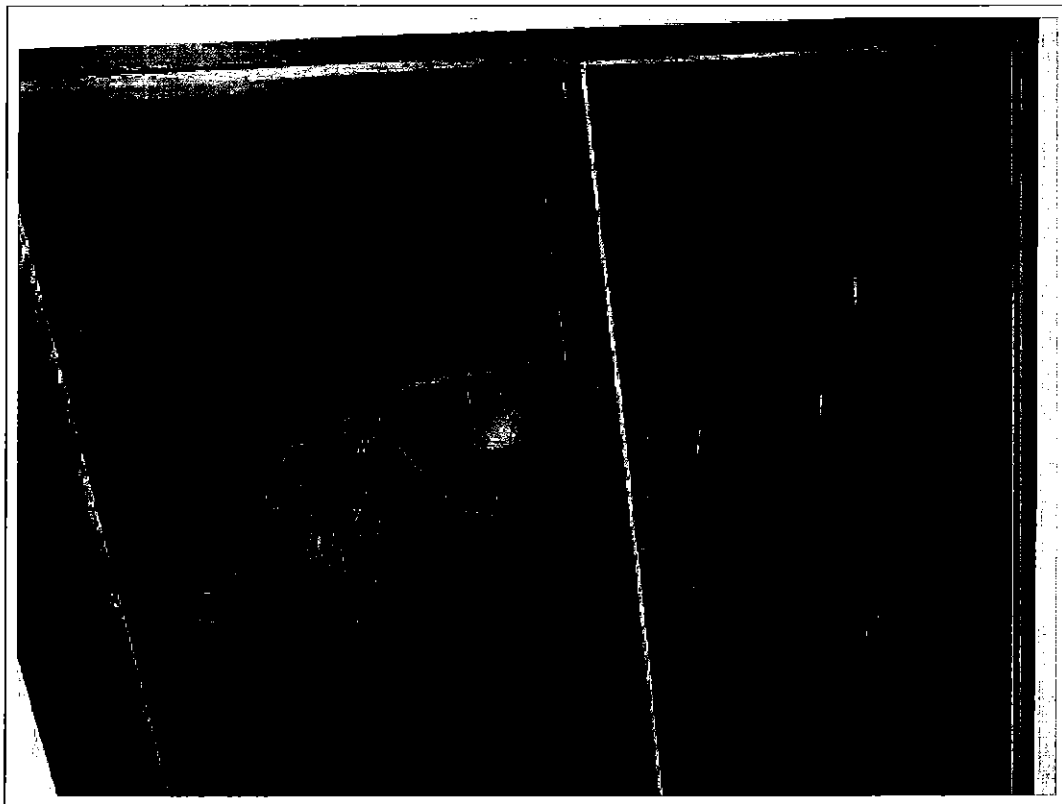


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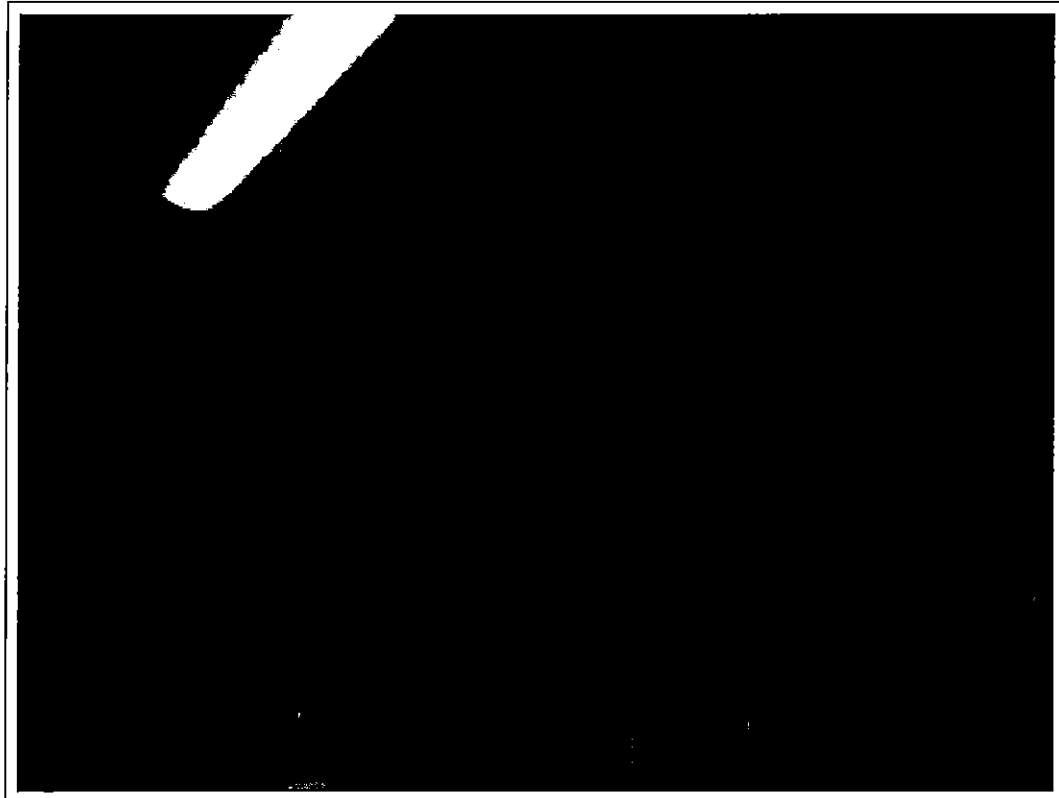


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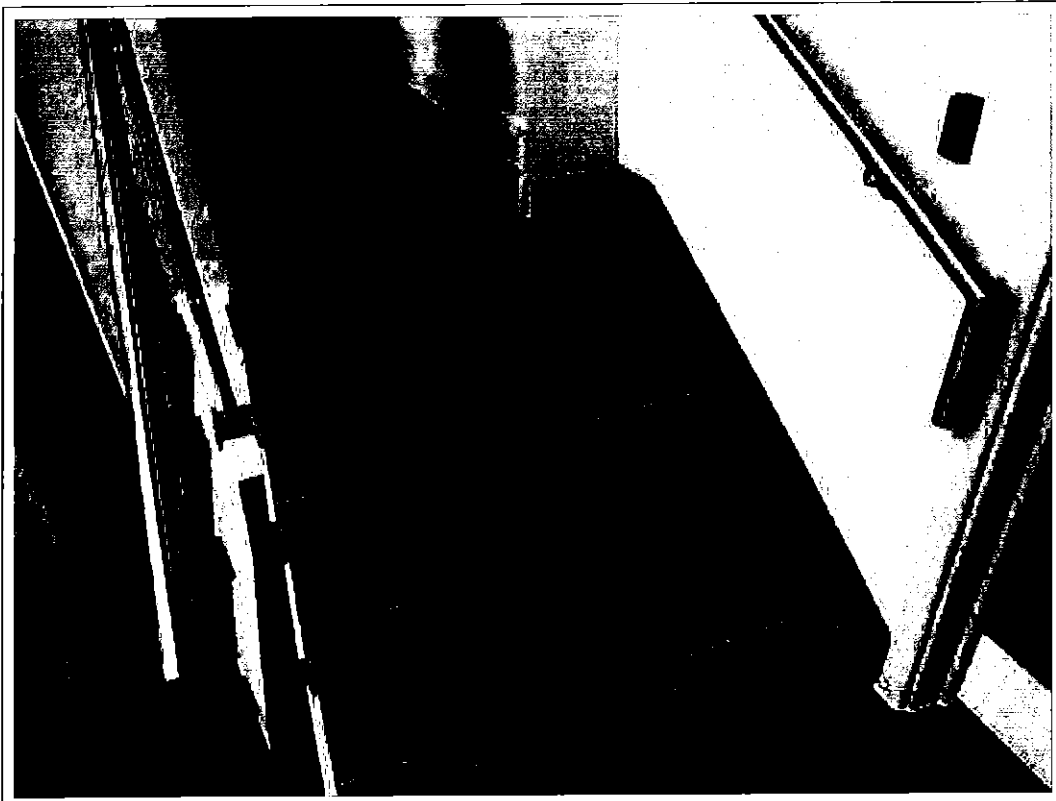


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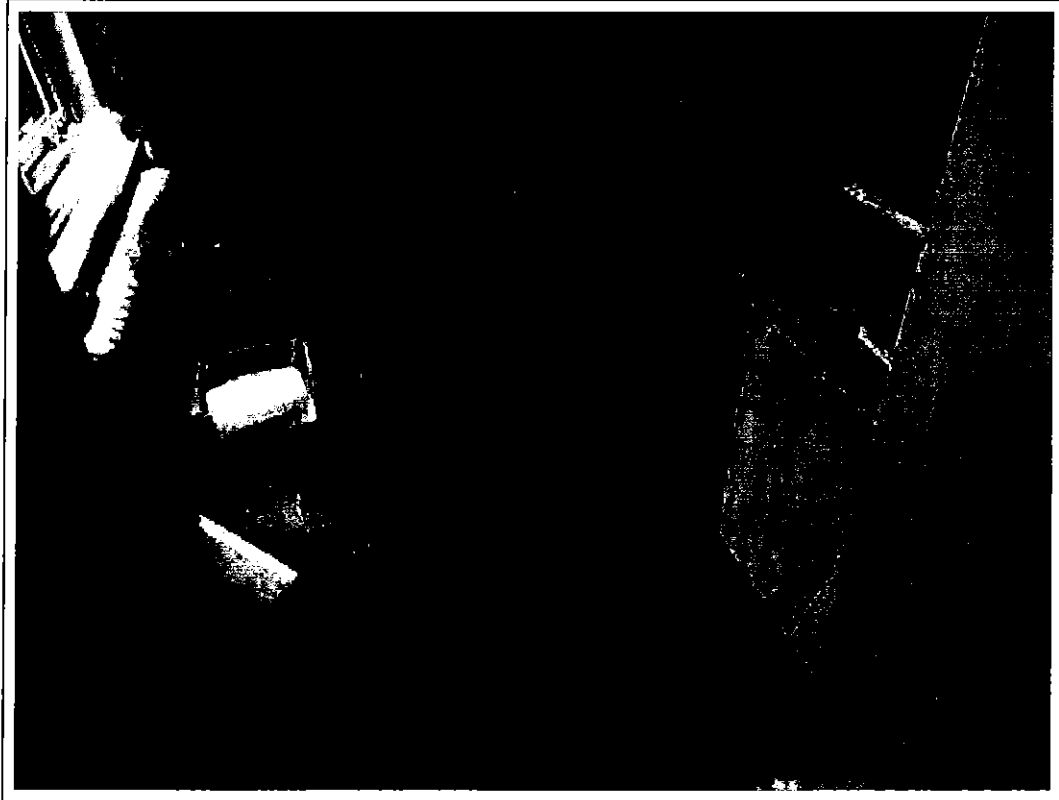


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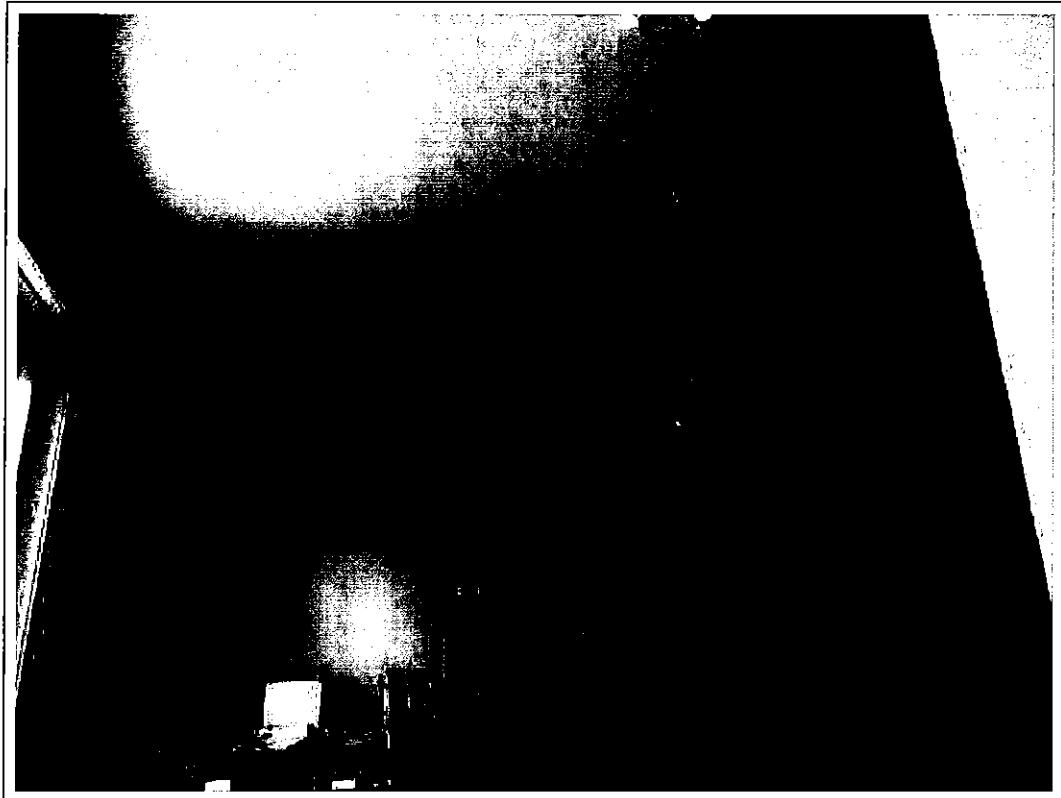


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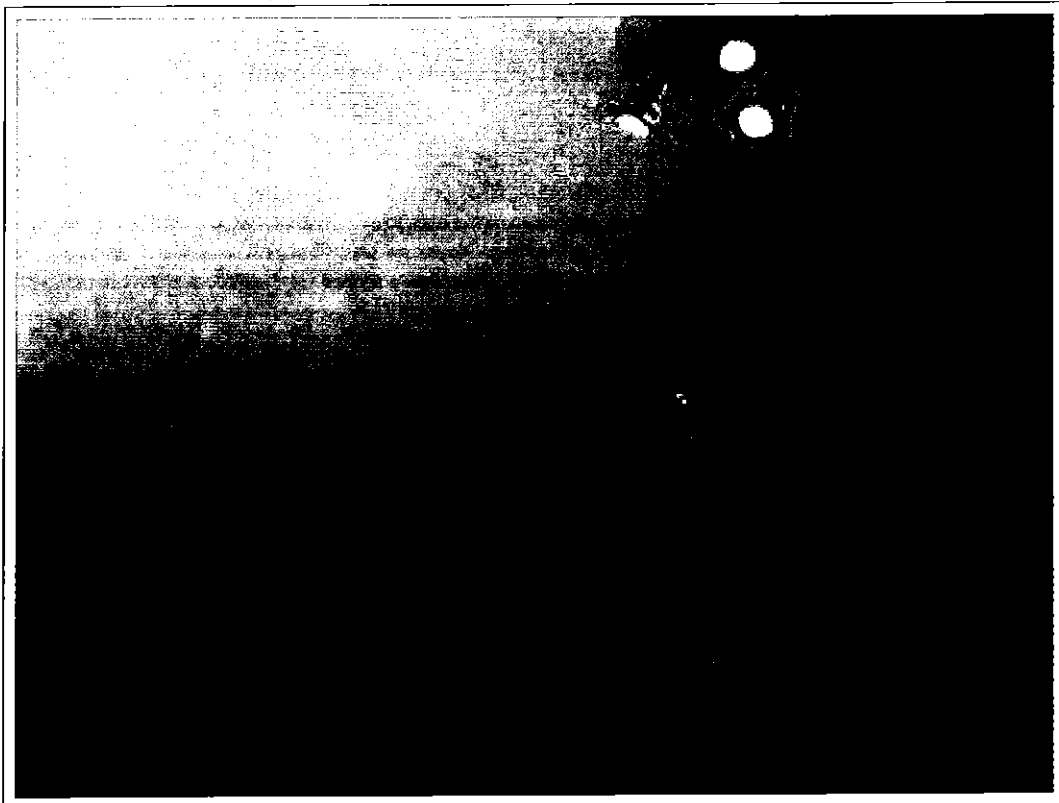


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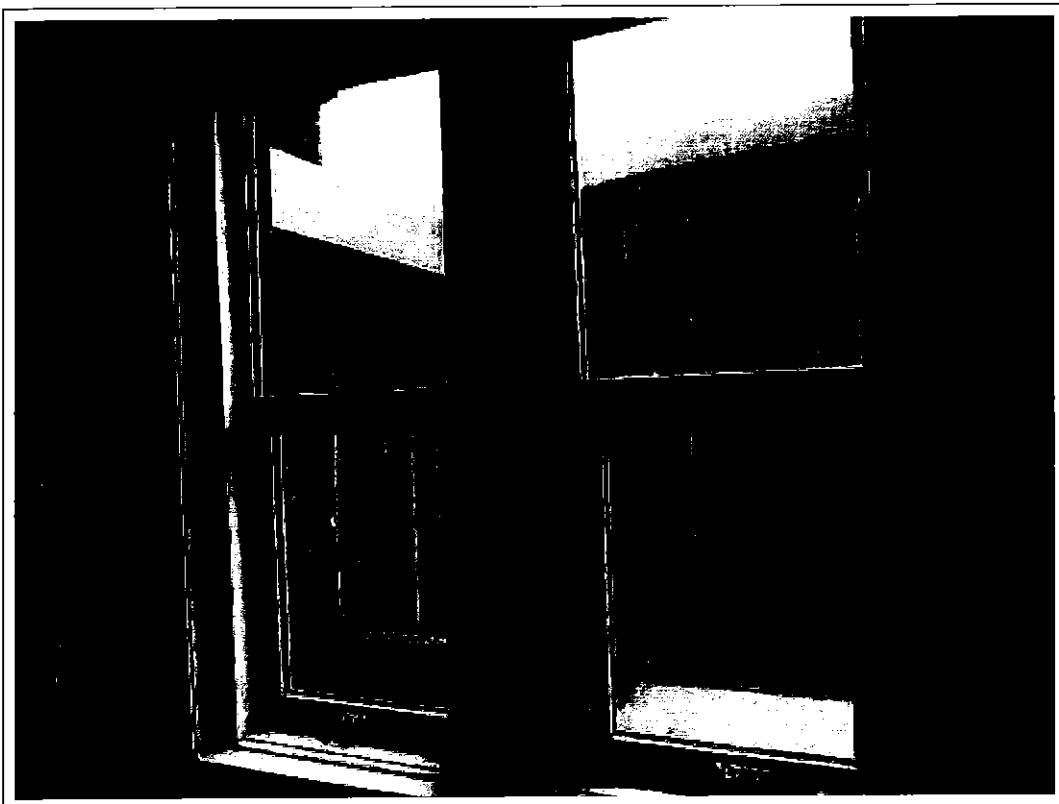


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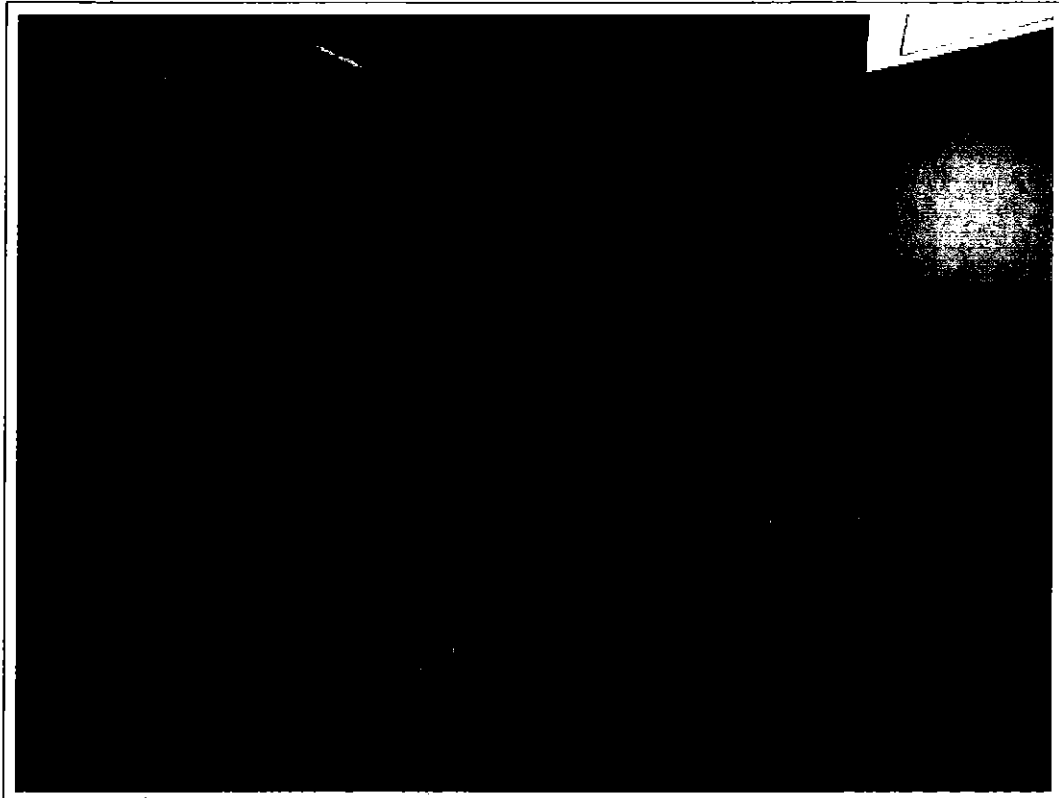


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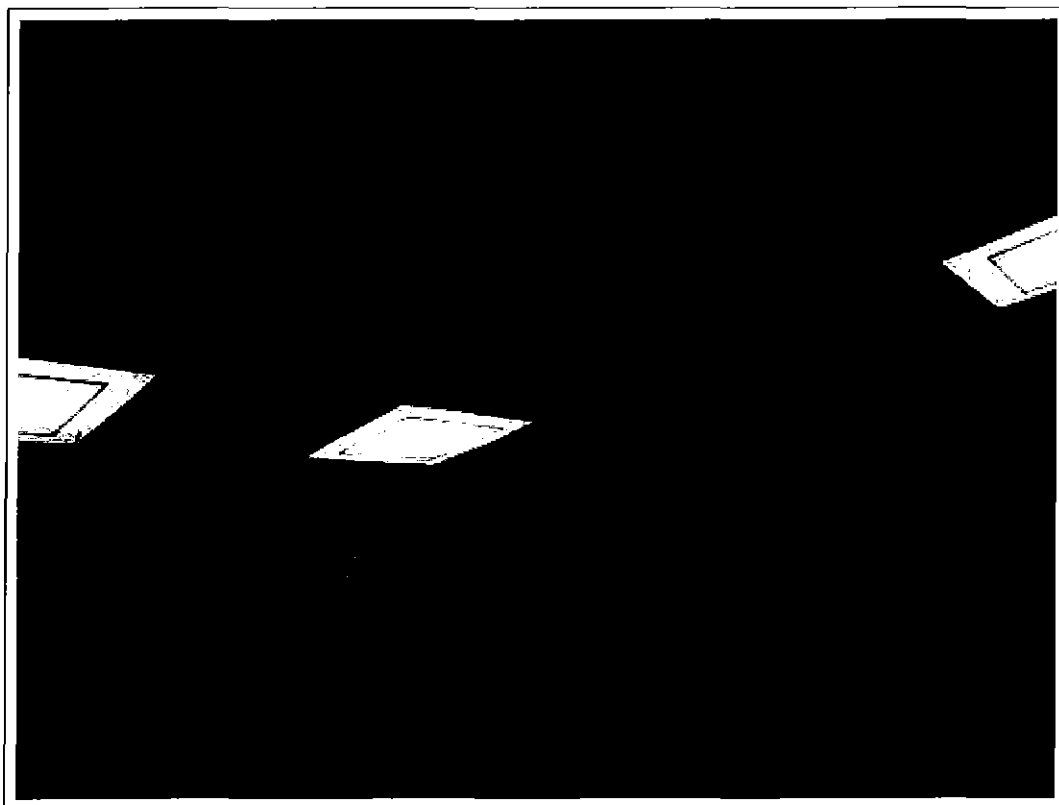


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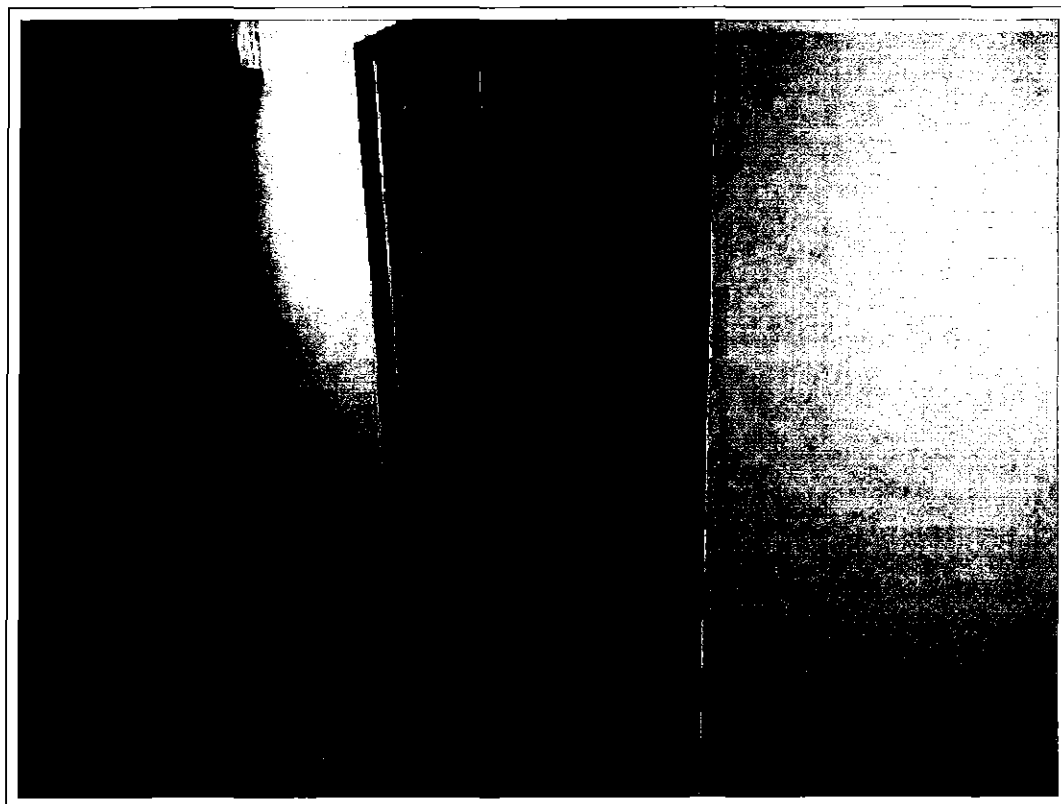


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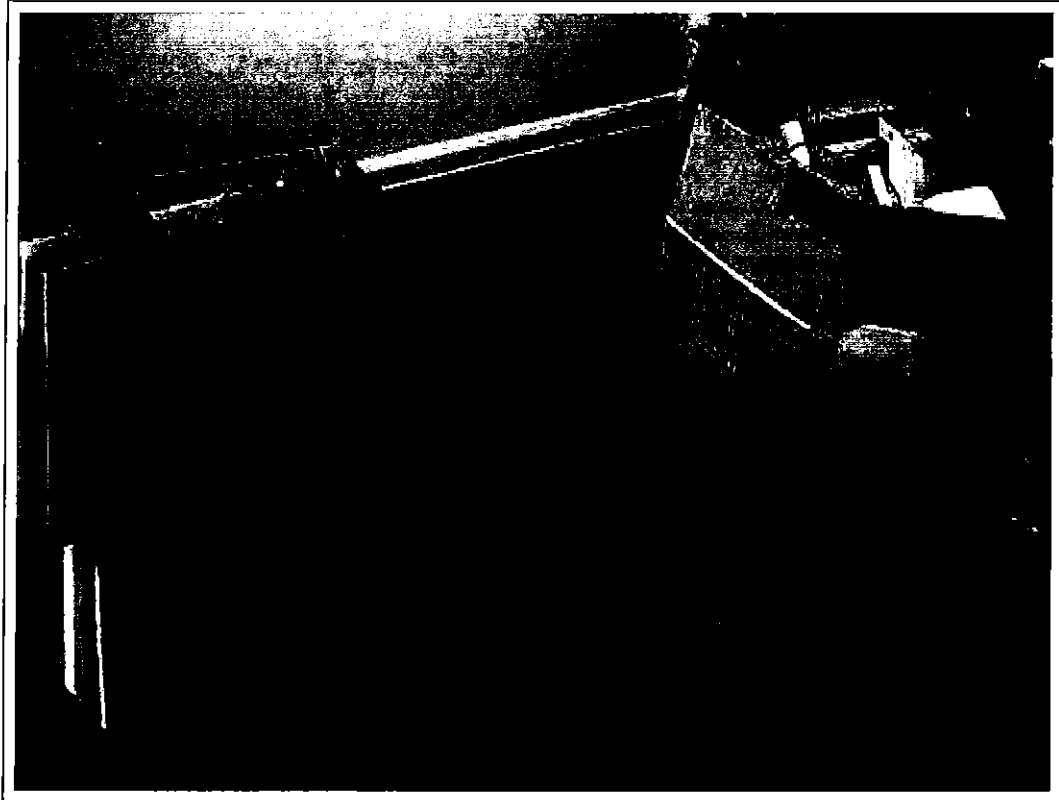


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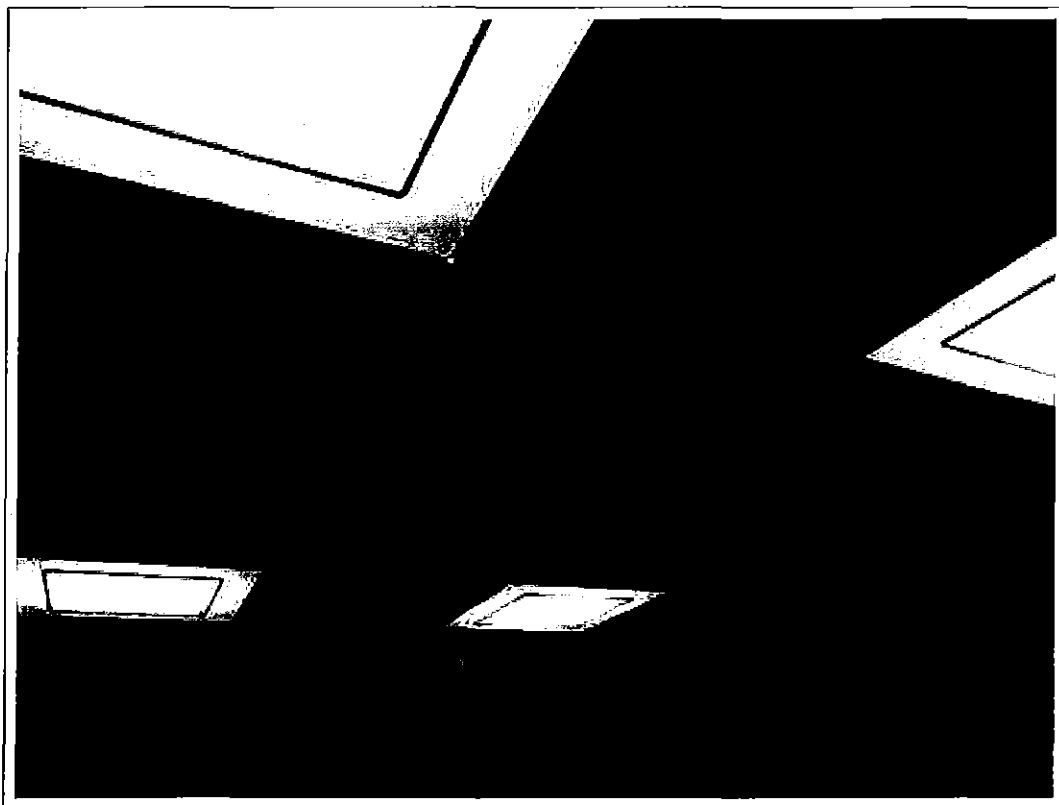


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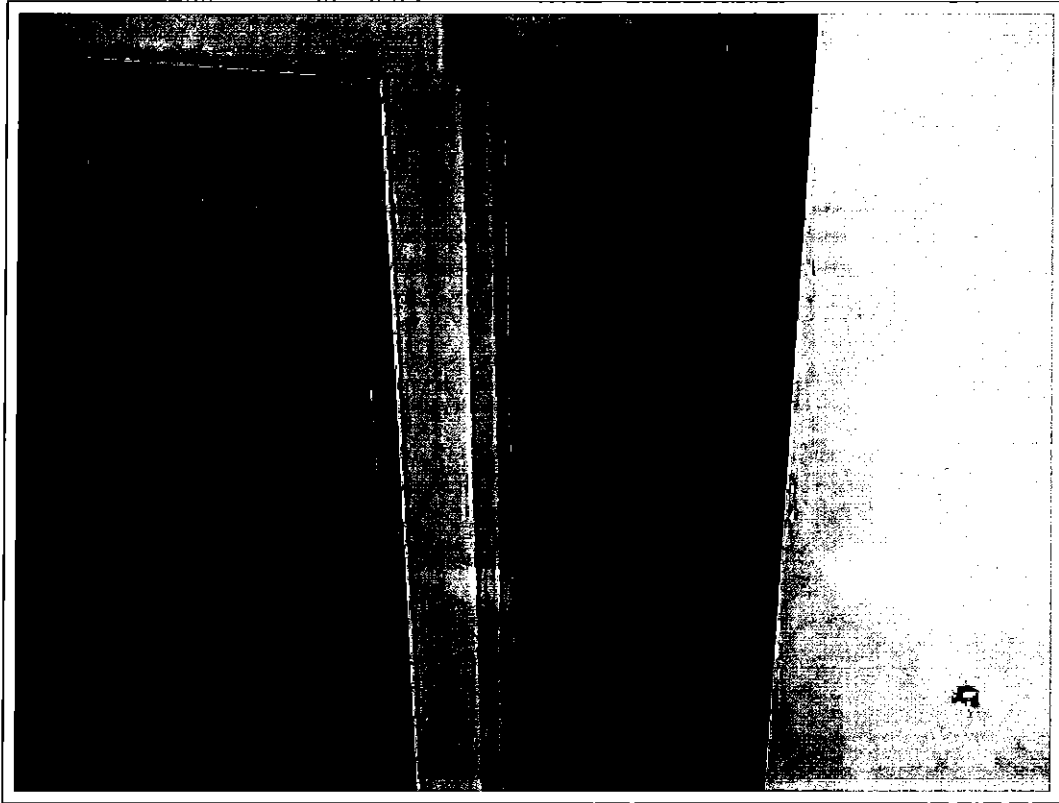


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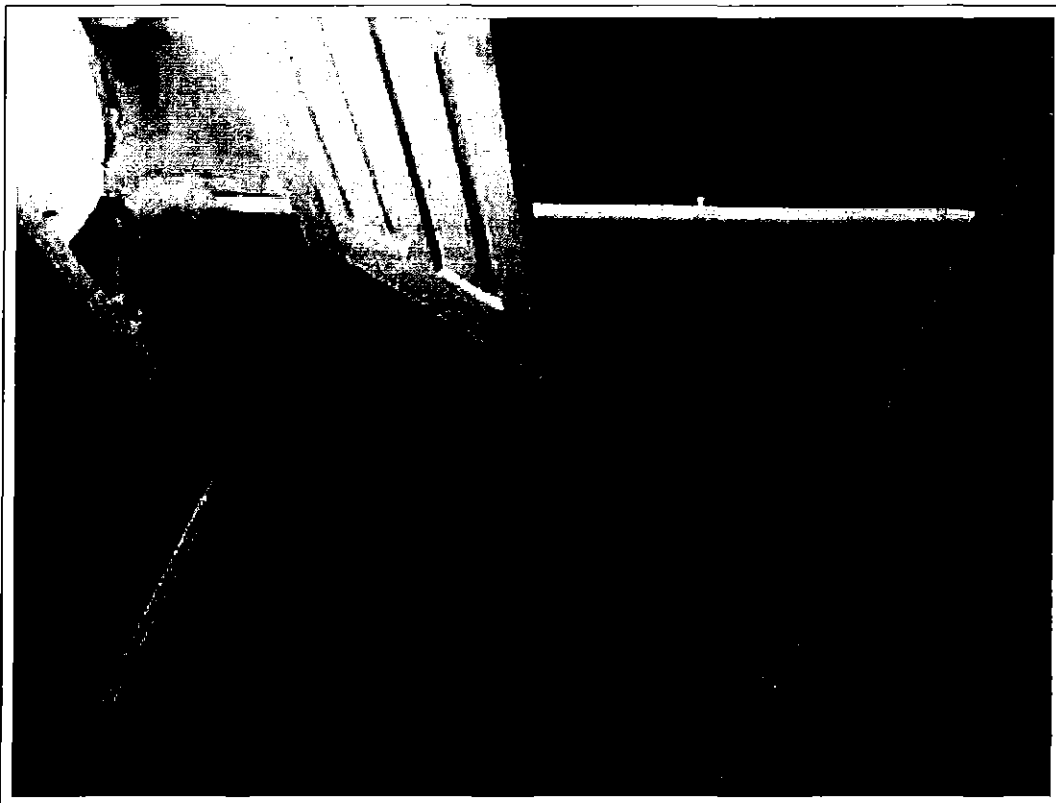


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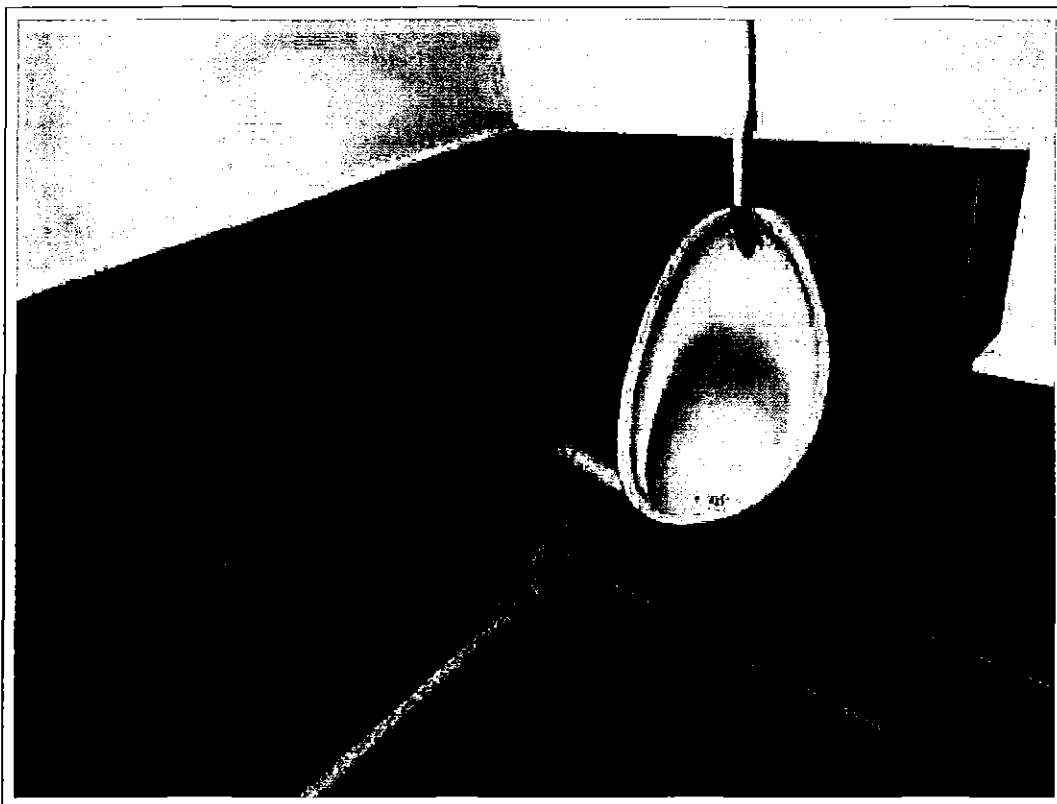


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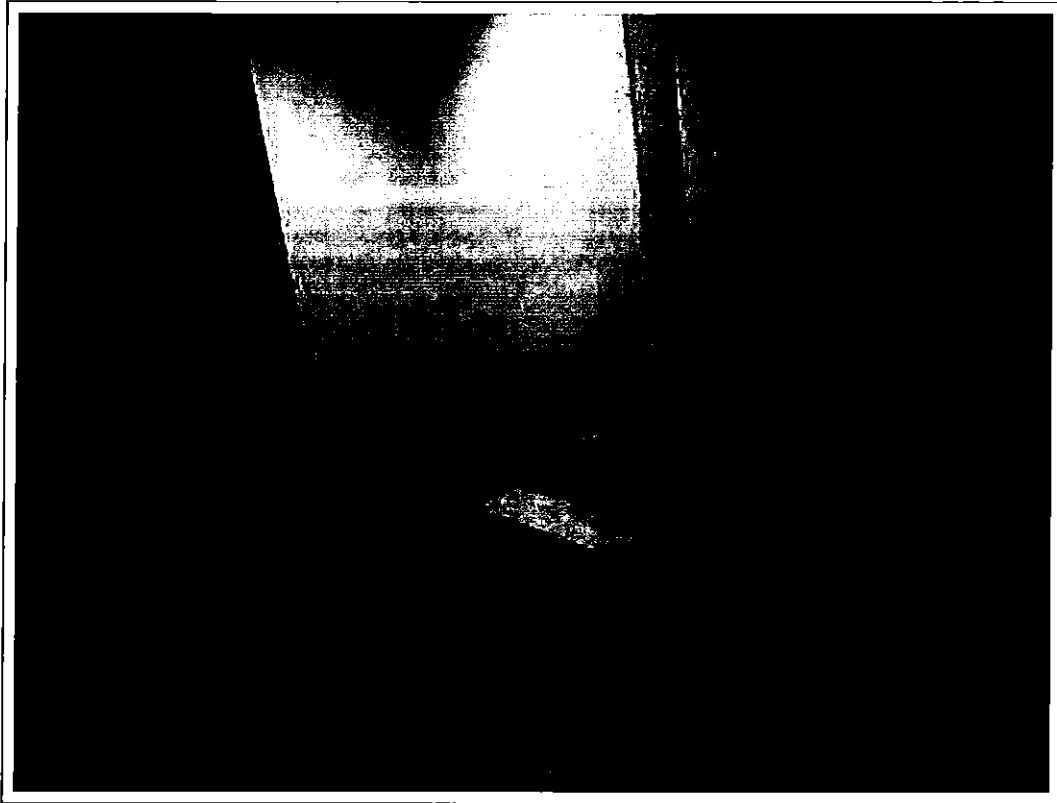


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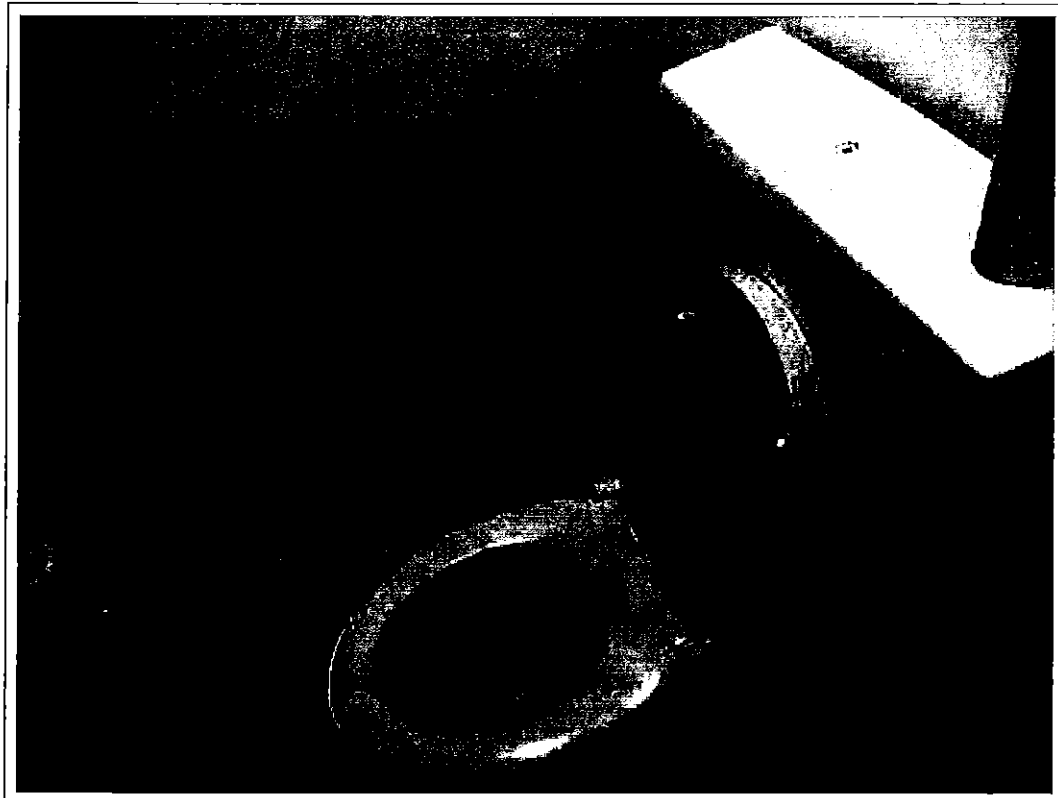


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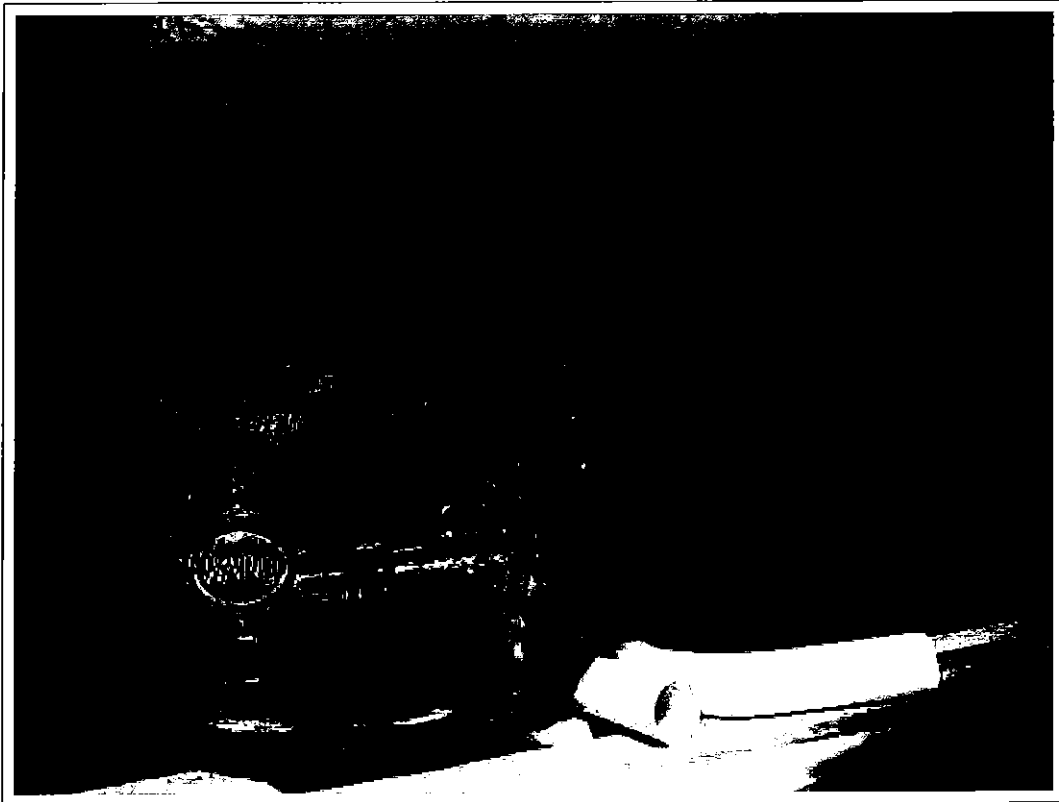


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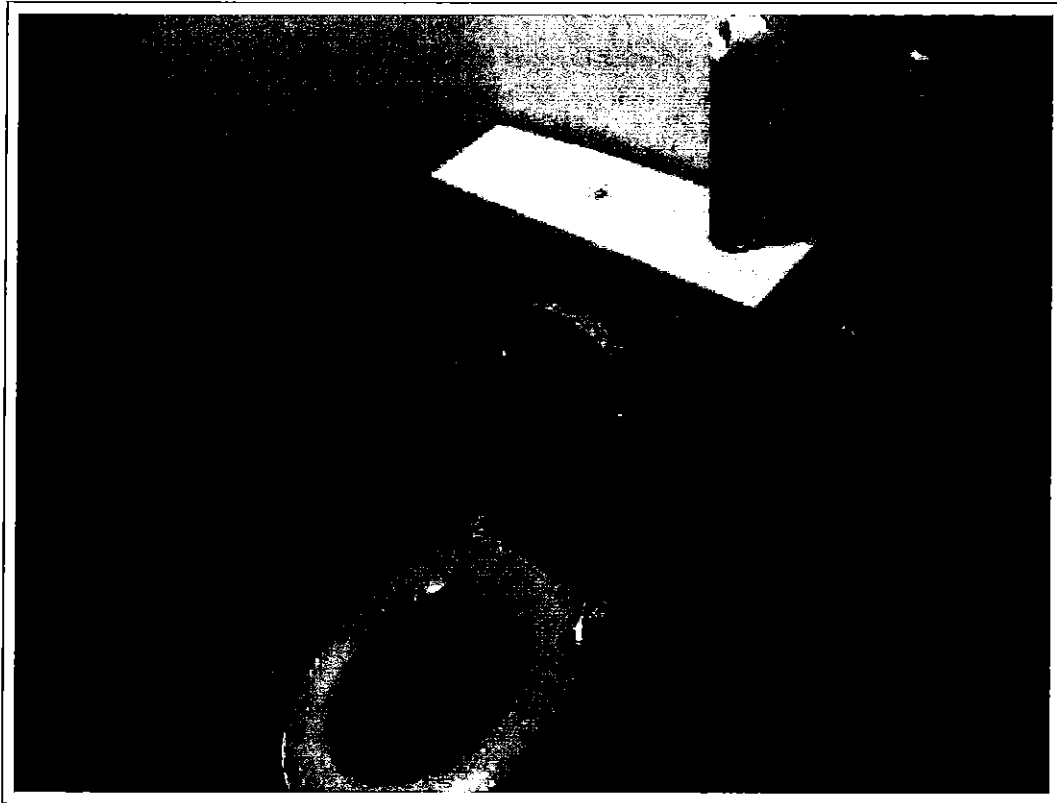


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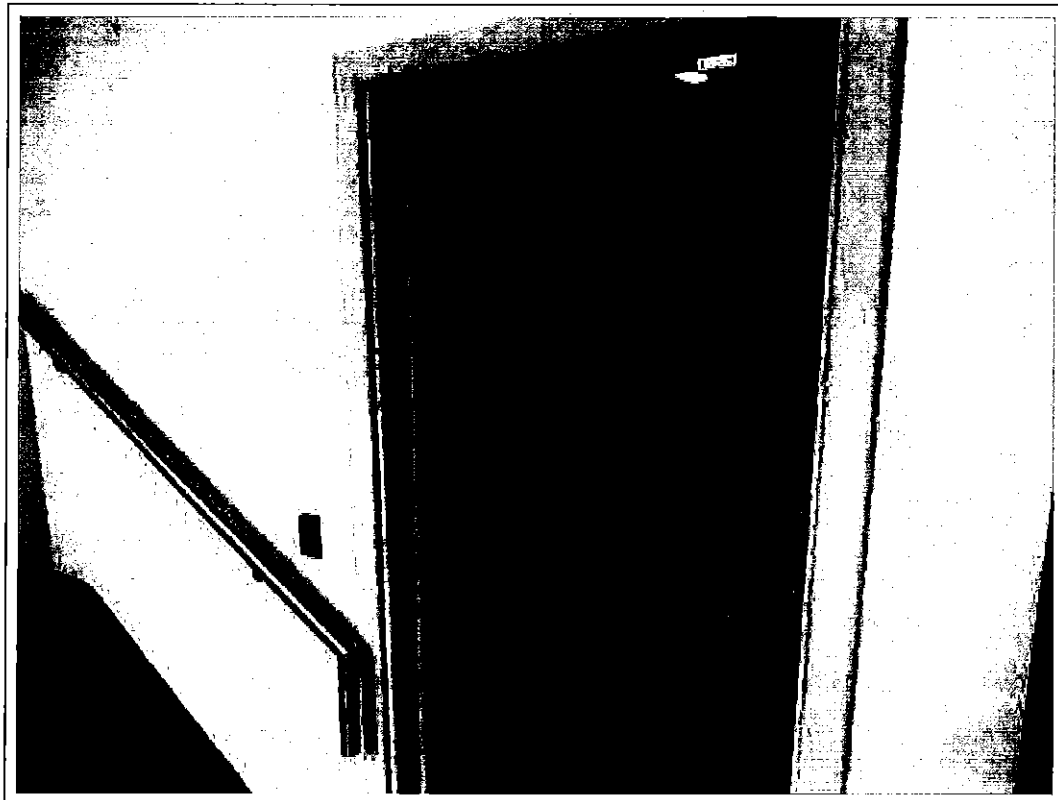


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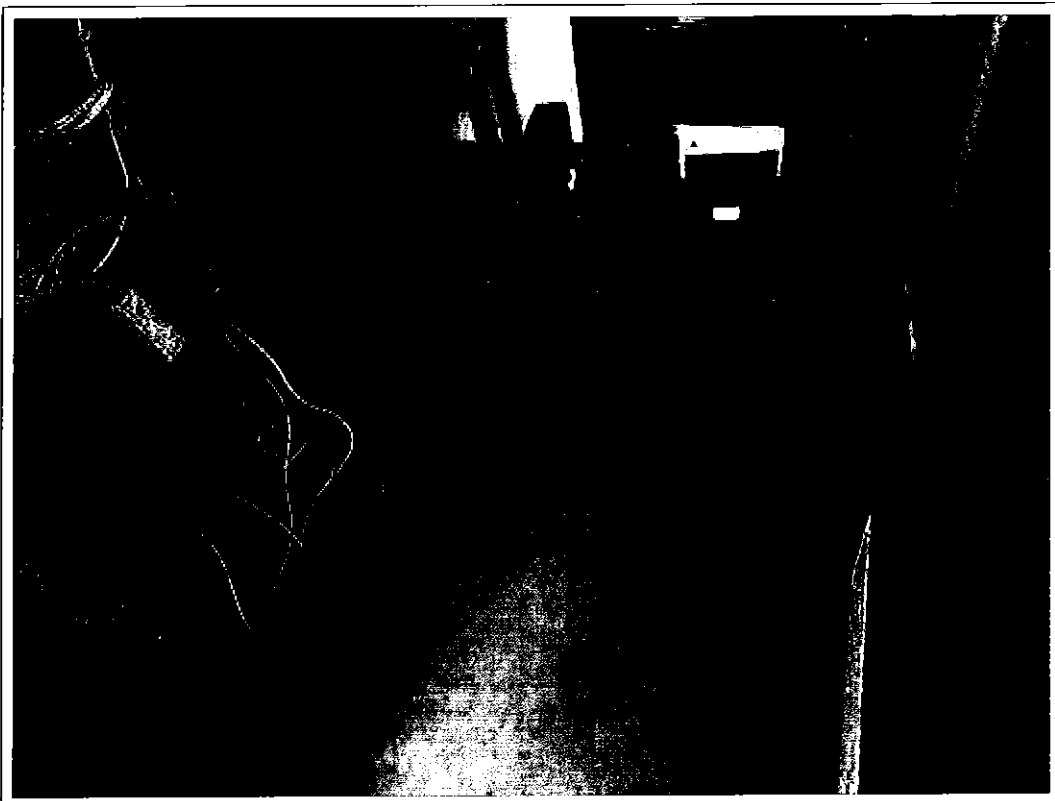


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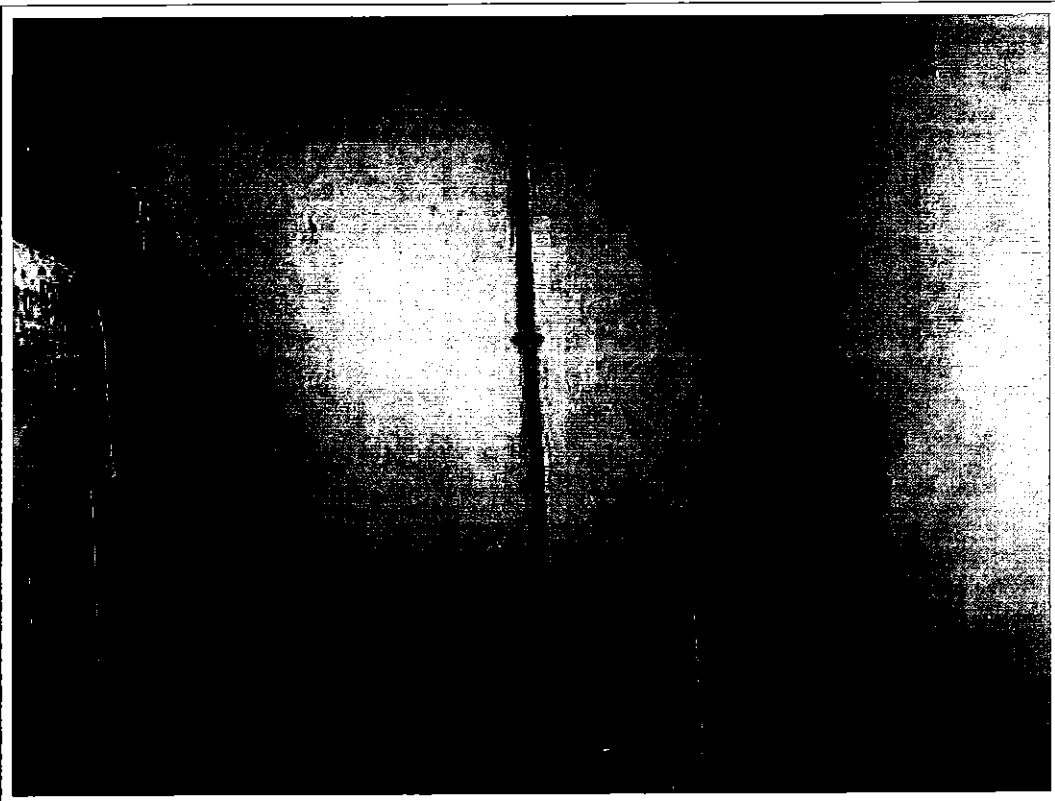


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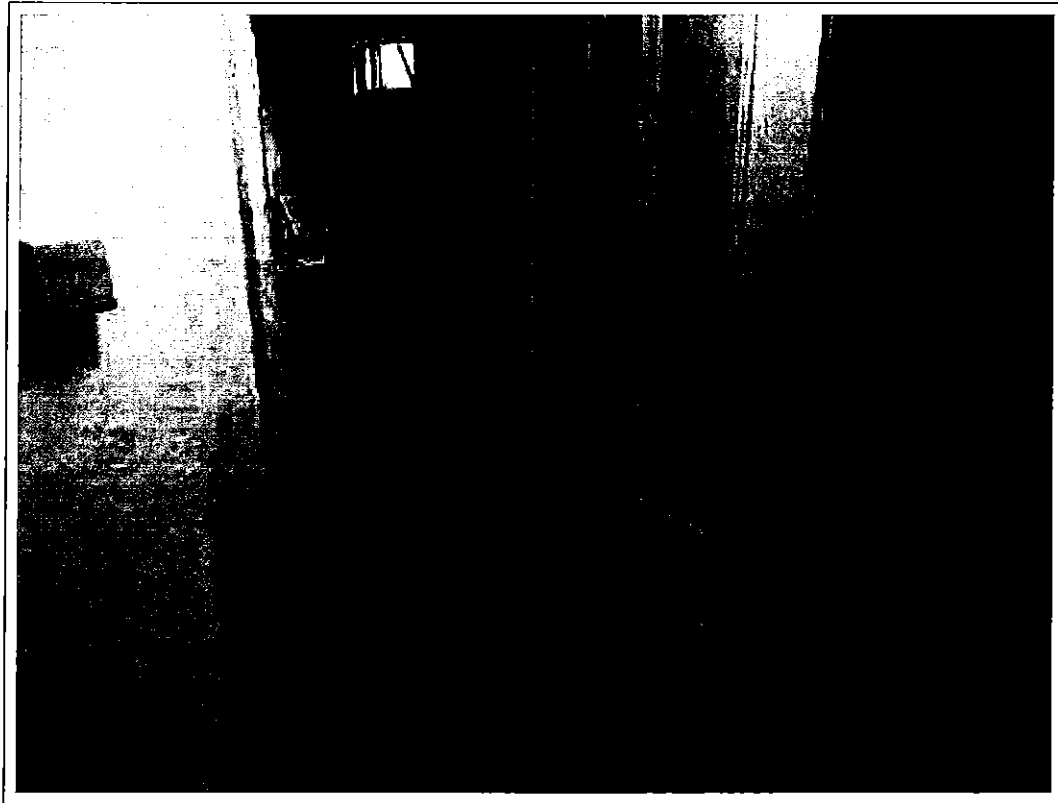


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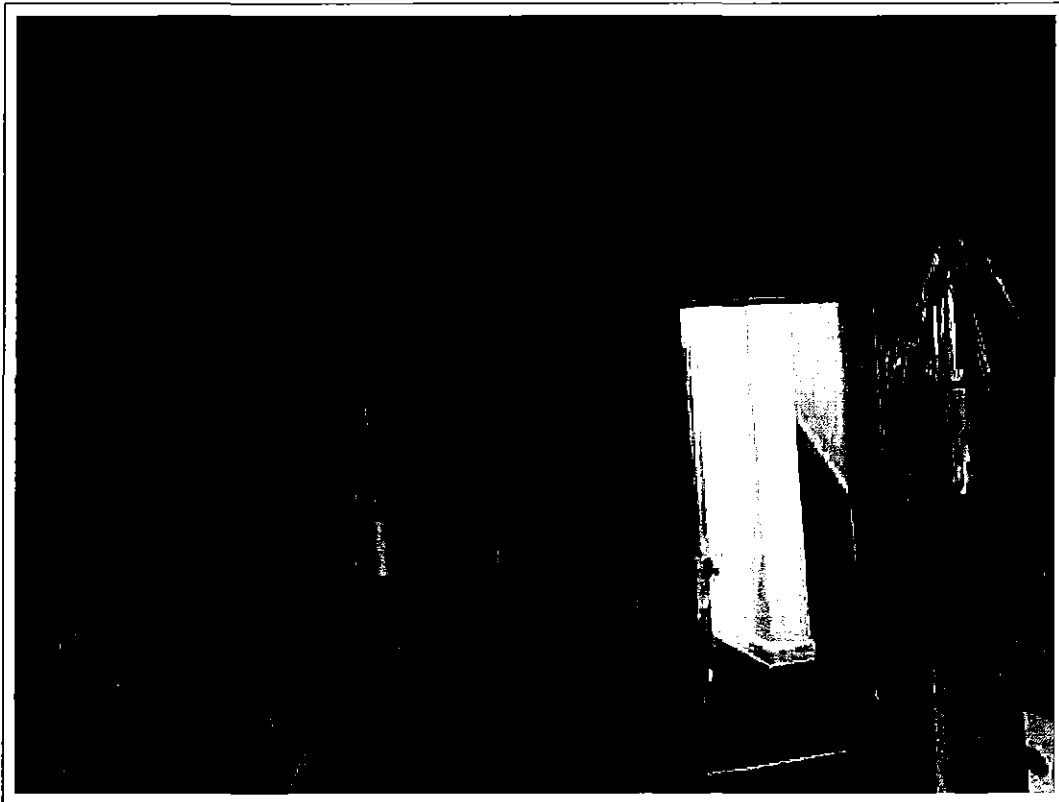


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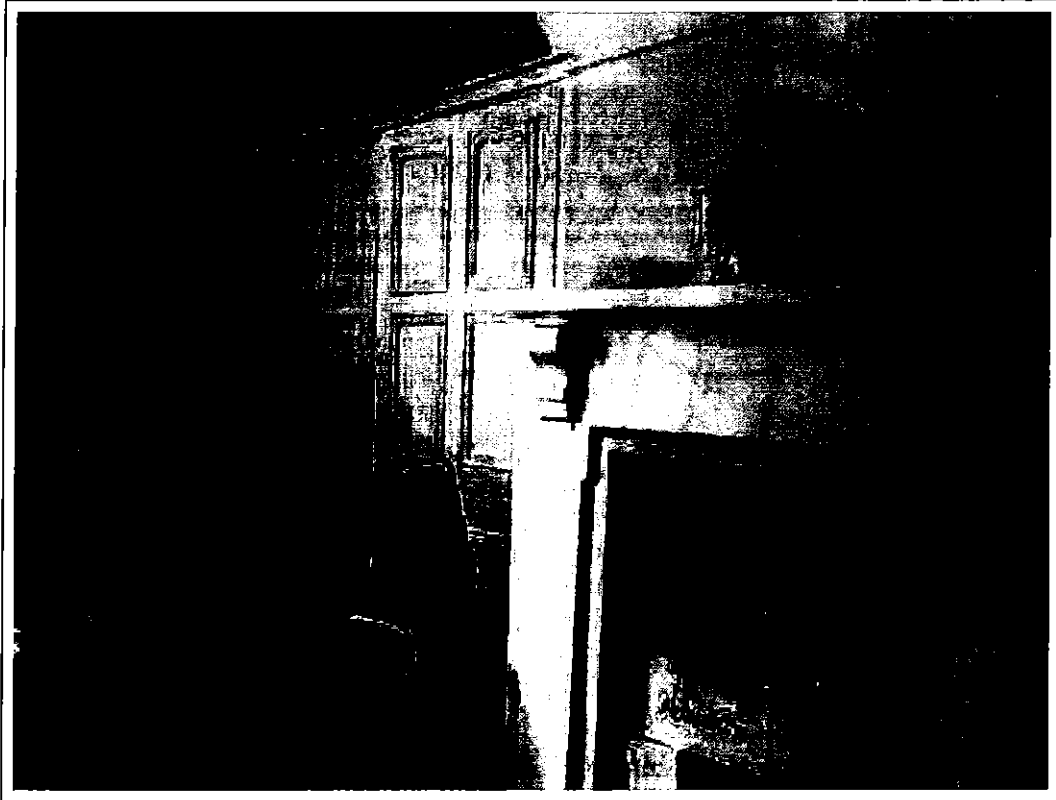


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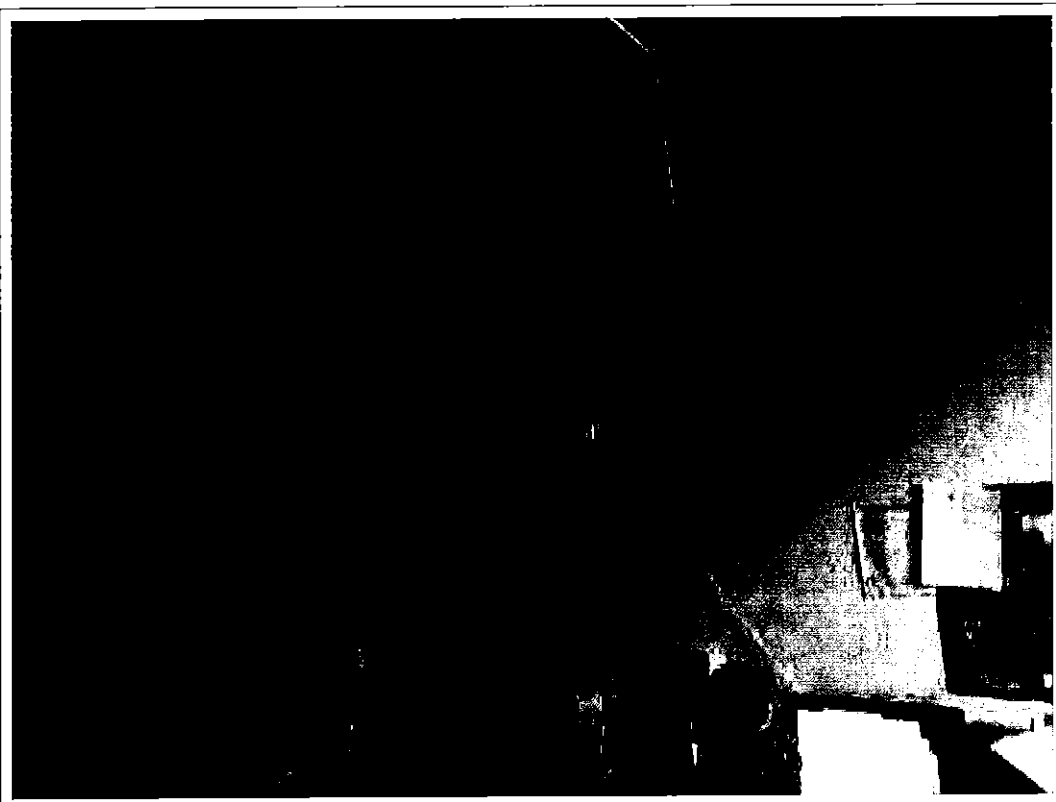


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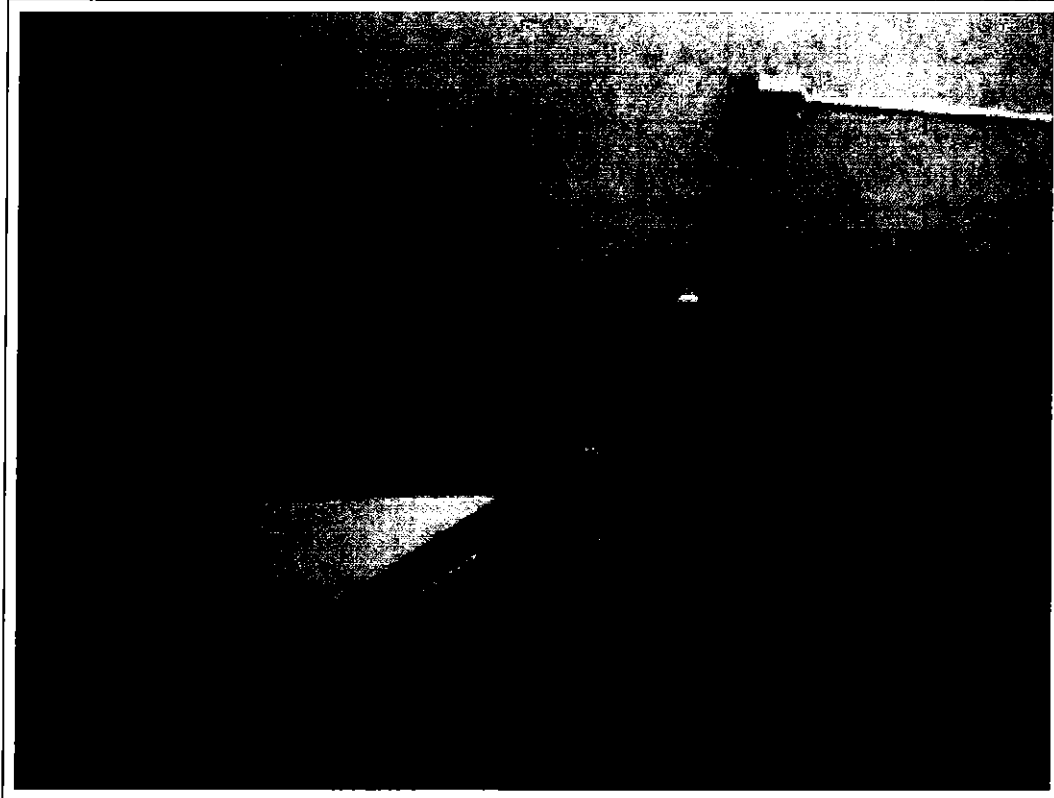


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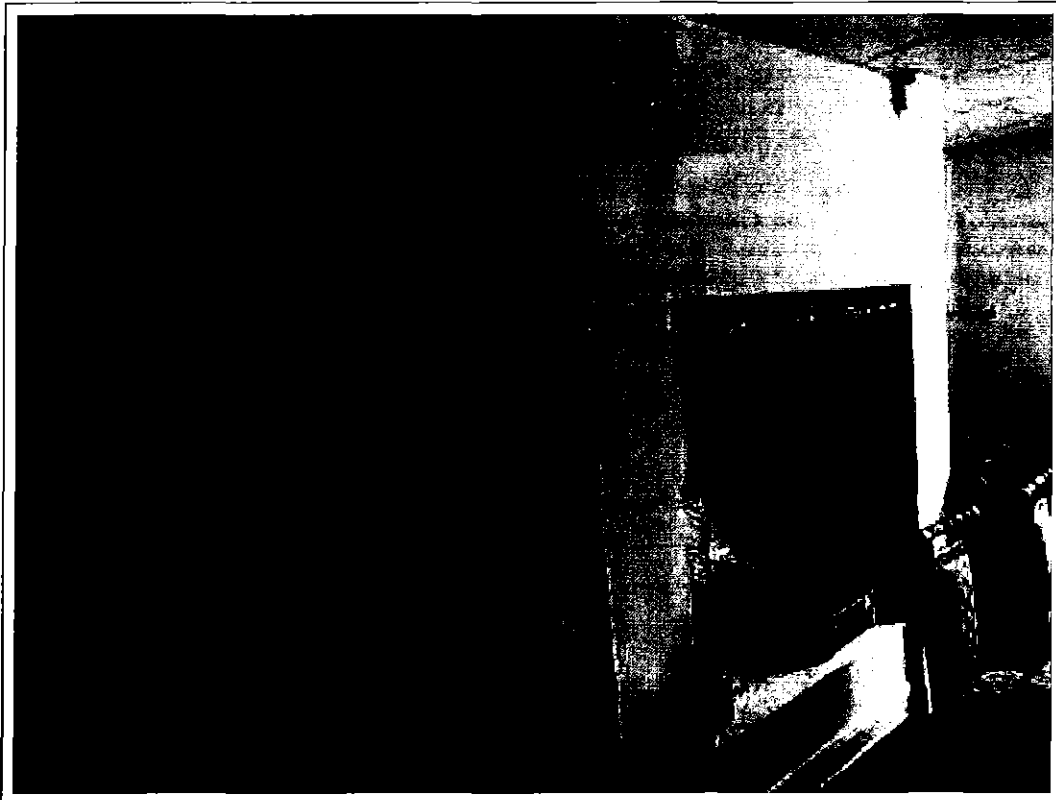


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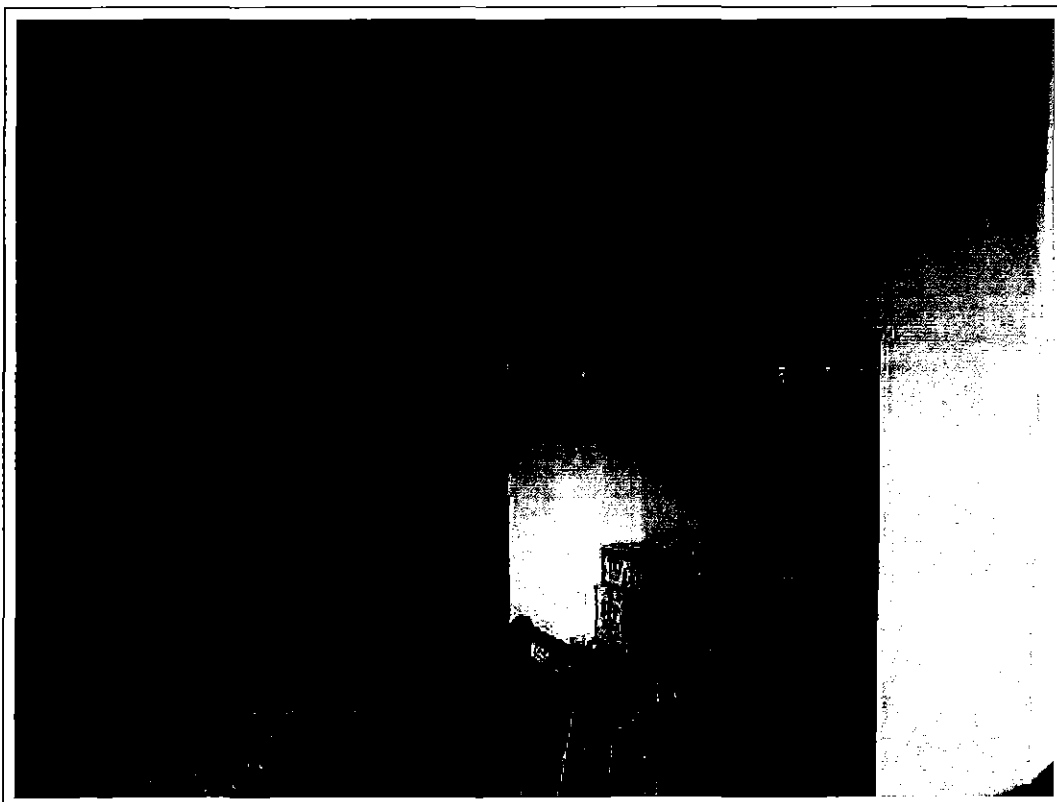


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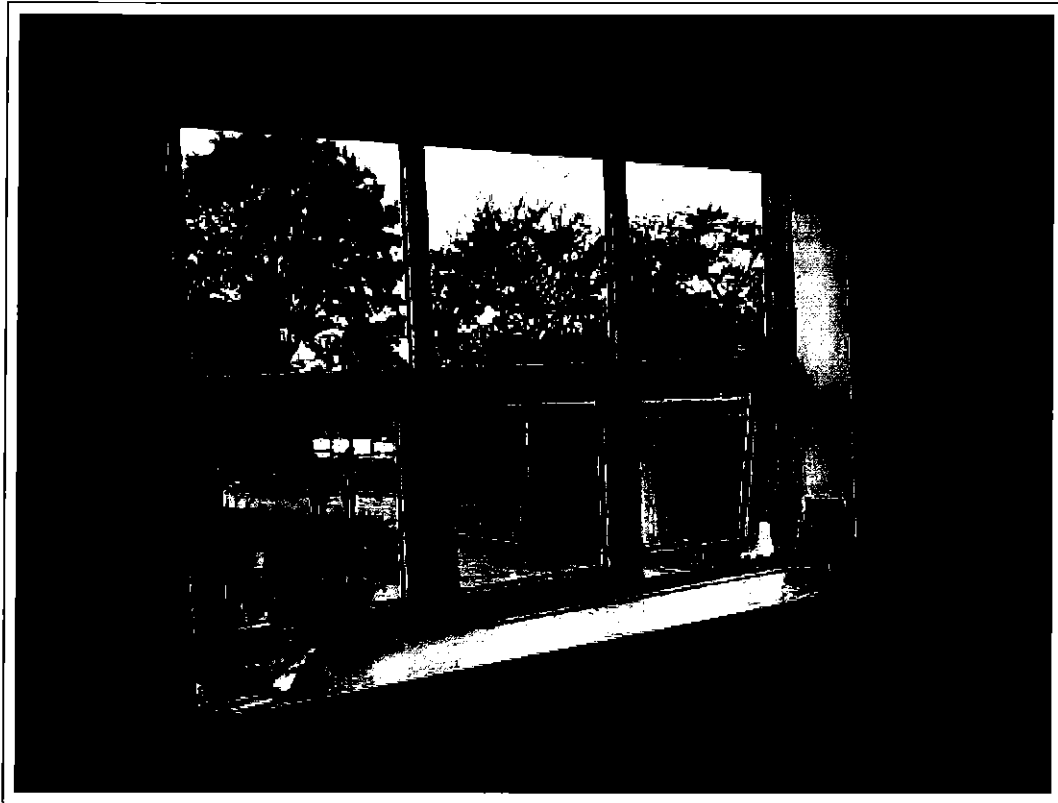


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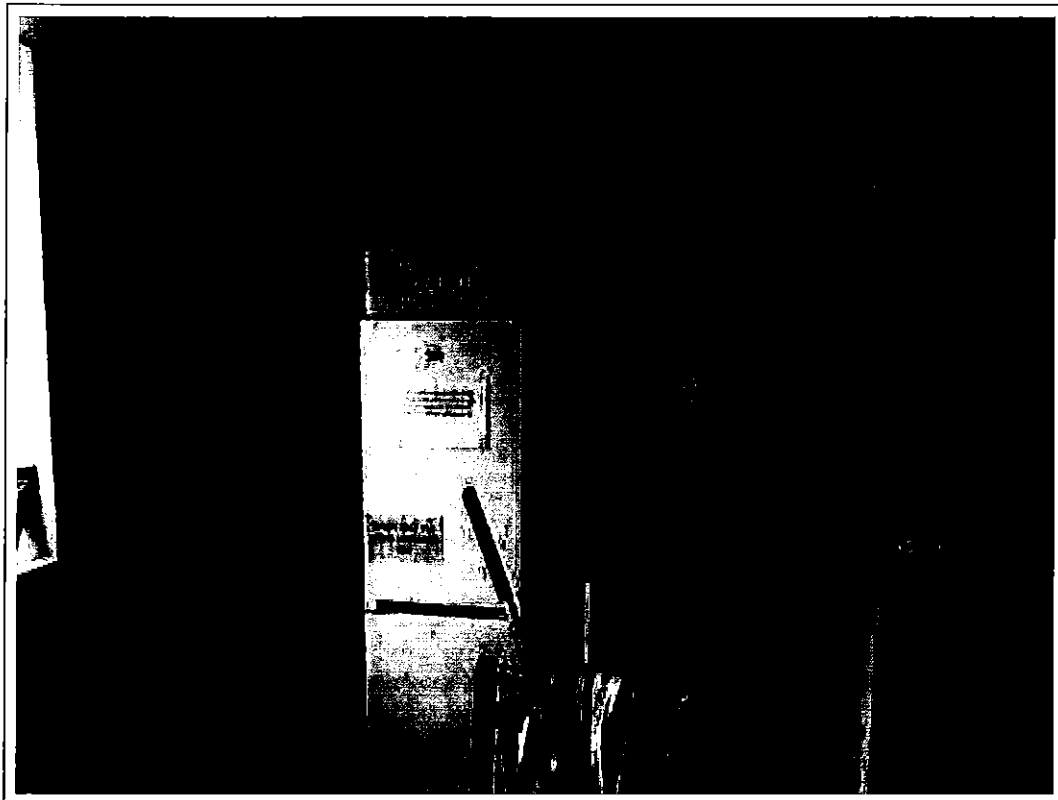


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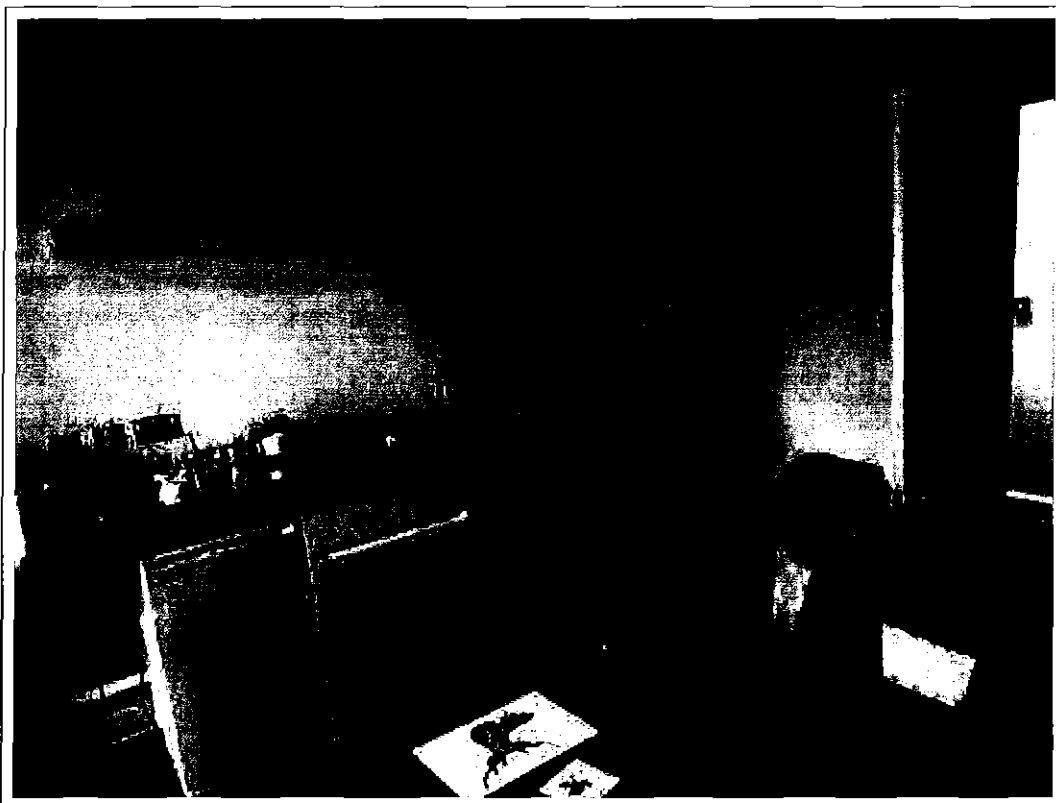


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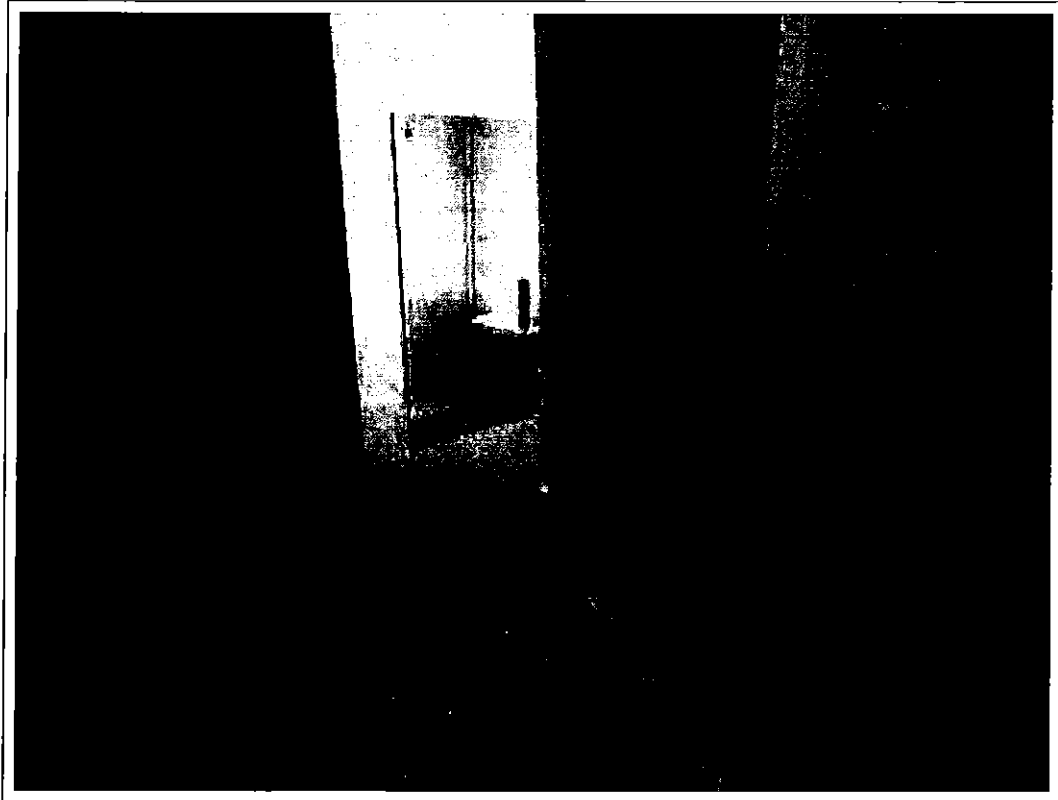


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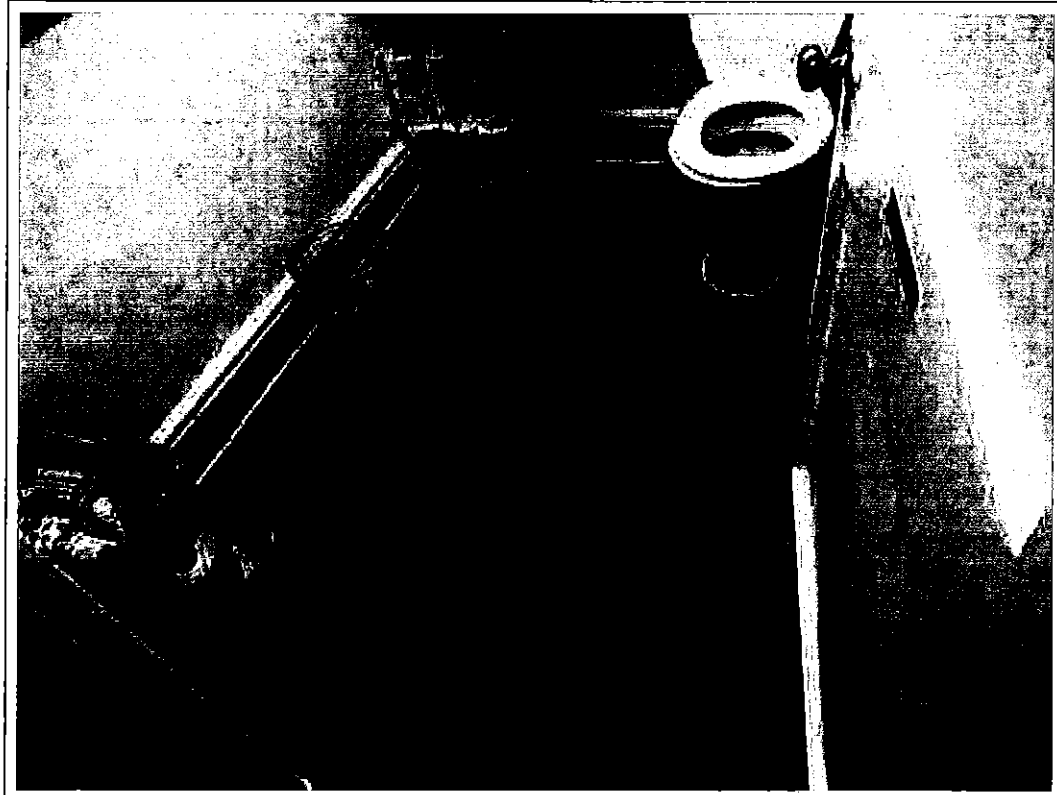


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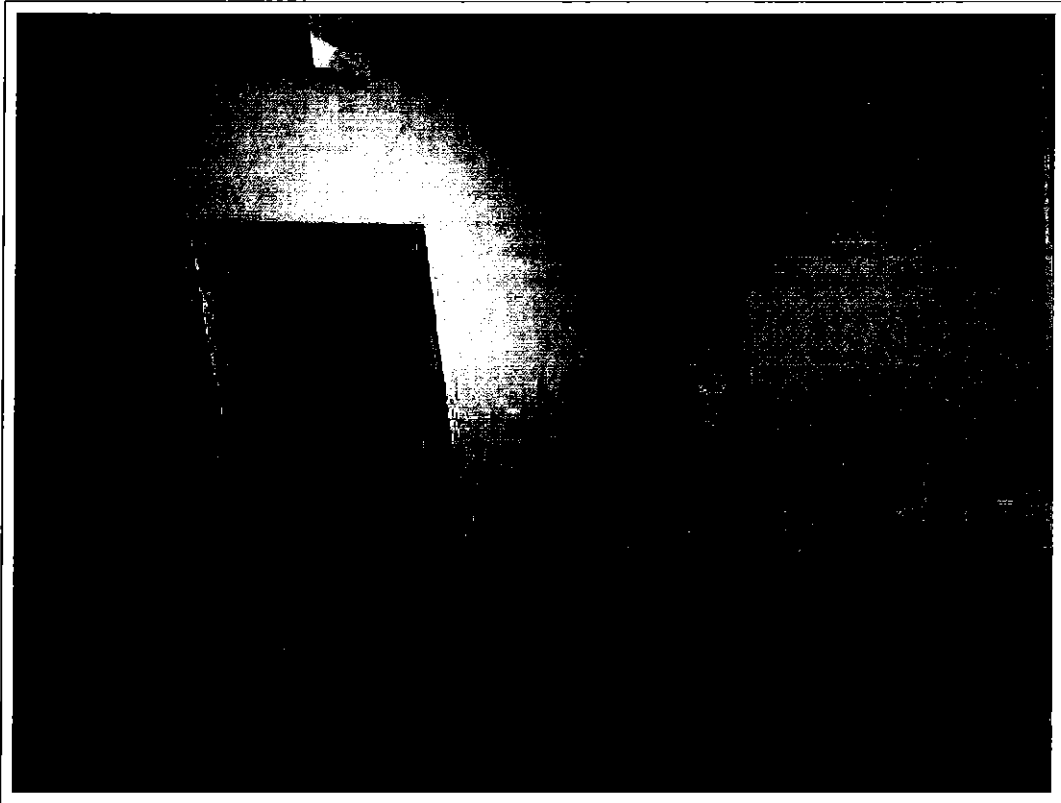


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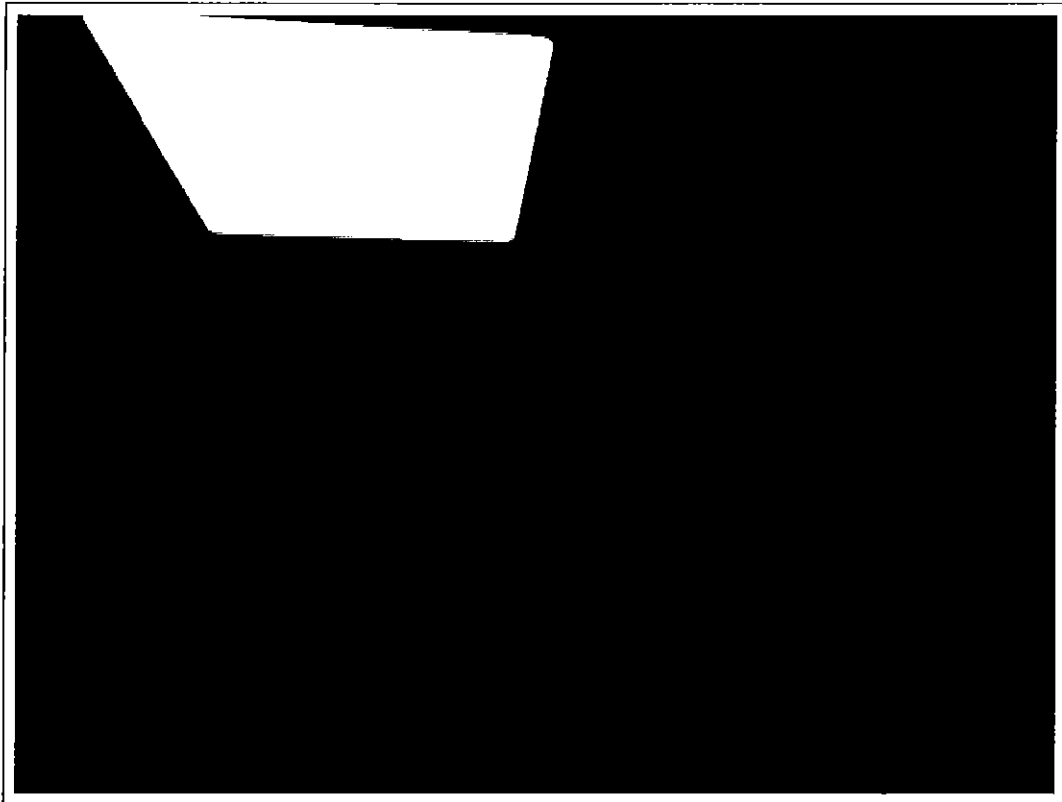


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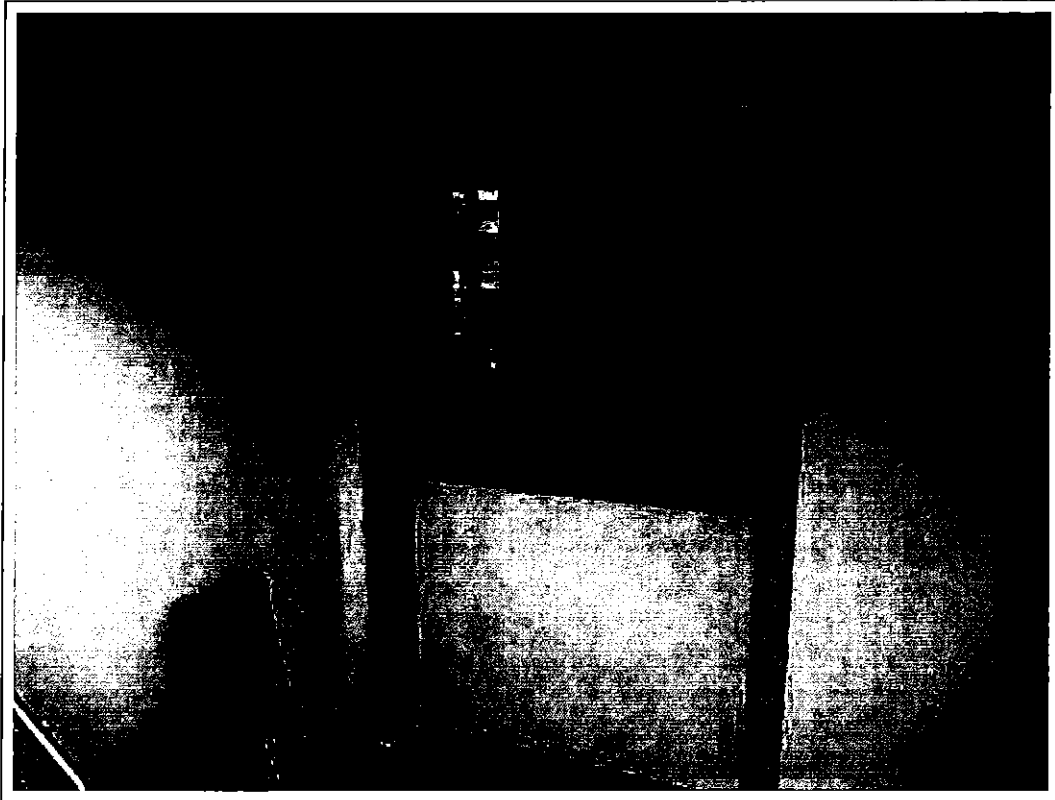


Photo 92:



Photo 93:

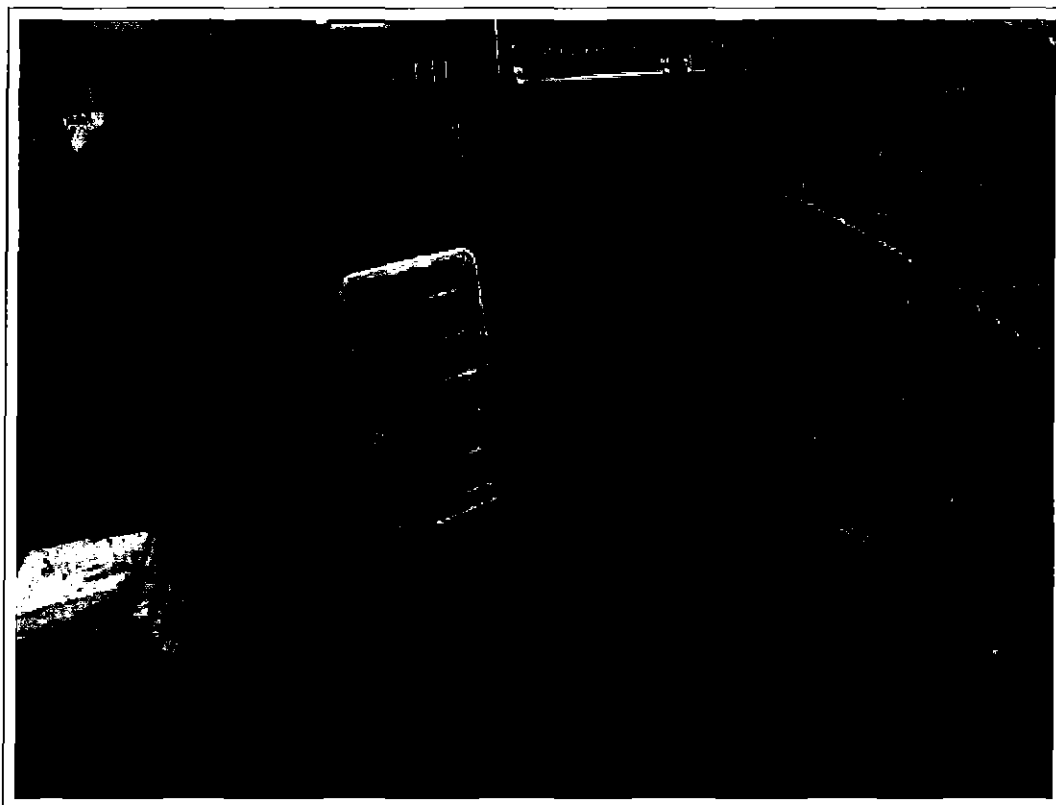


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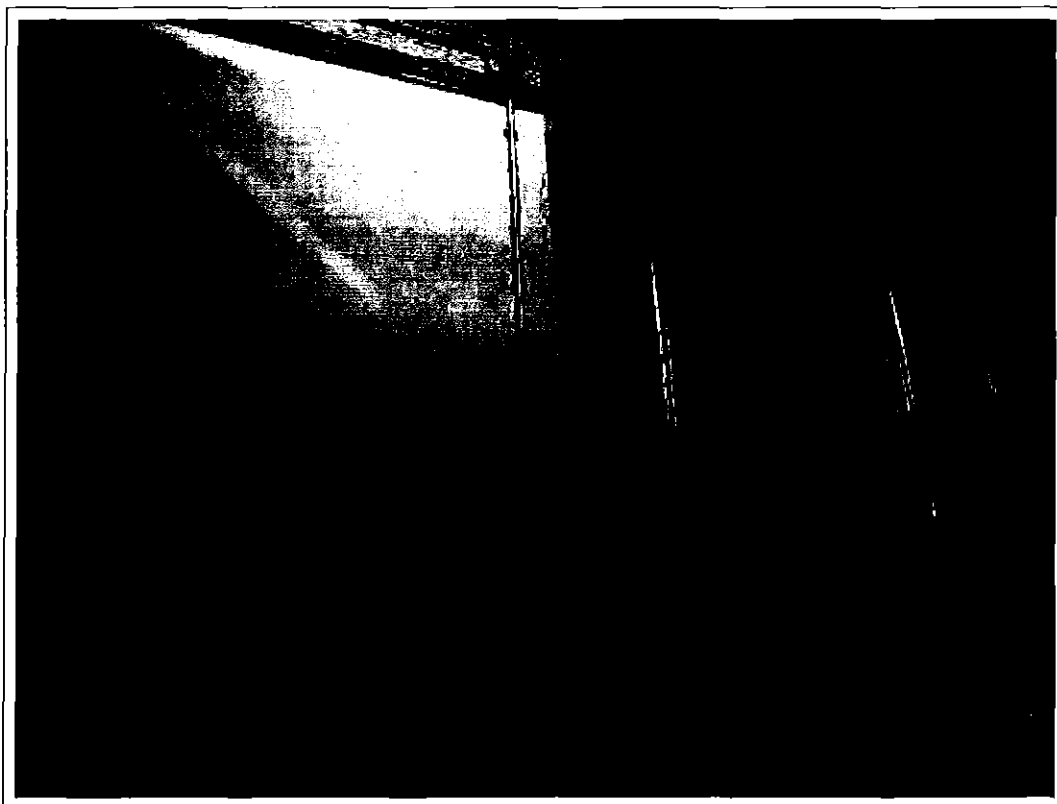


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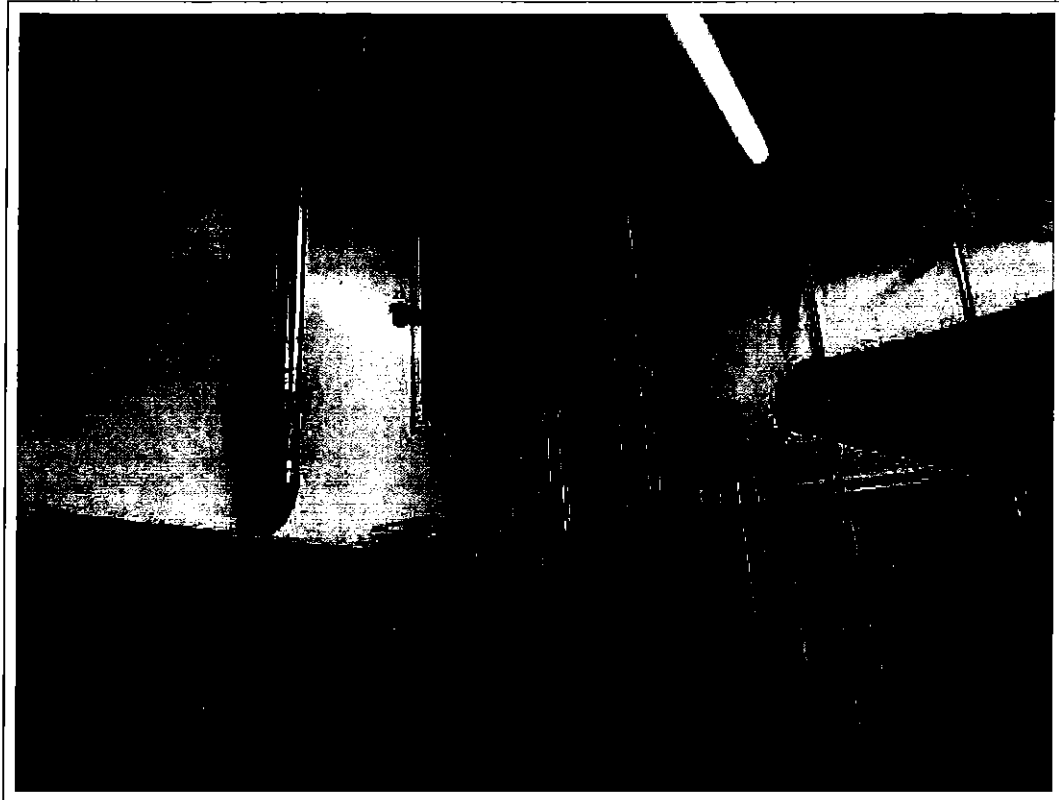


Photo 96:



Photo 97:

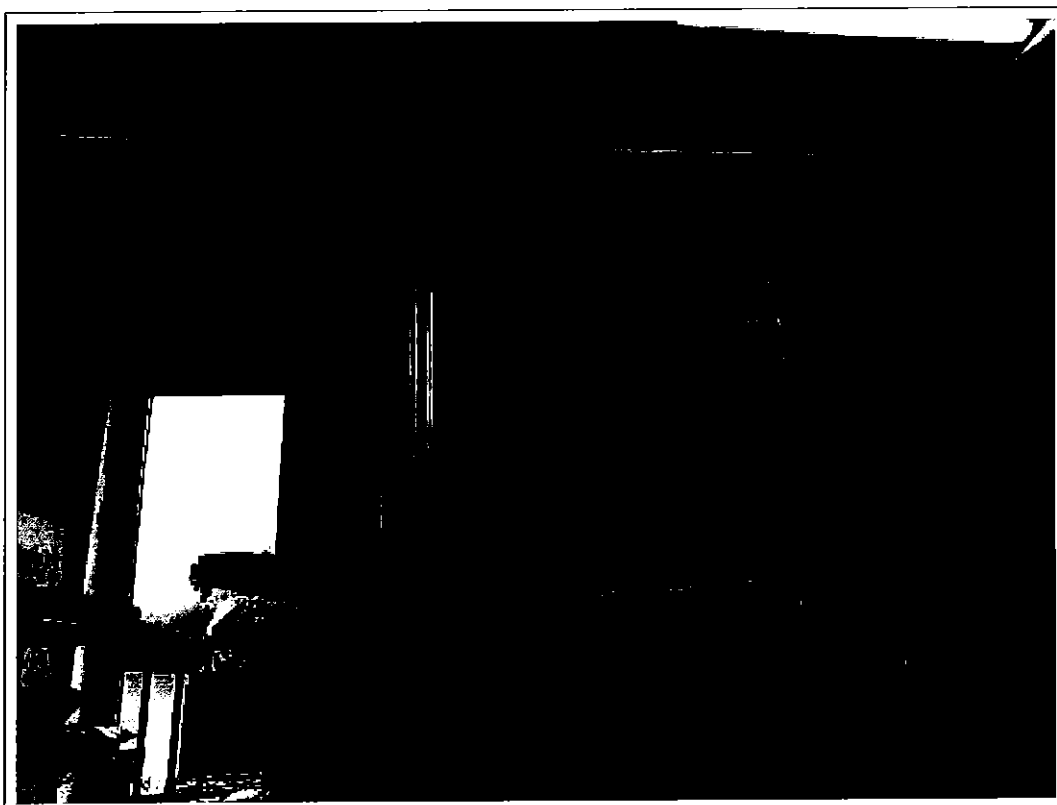


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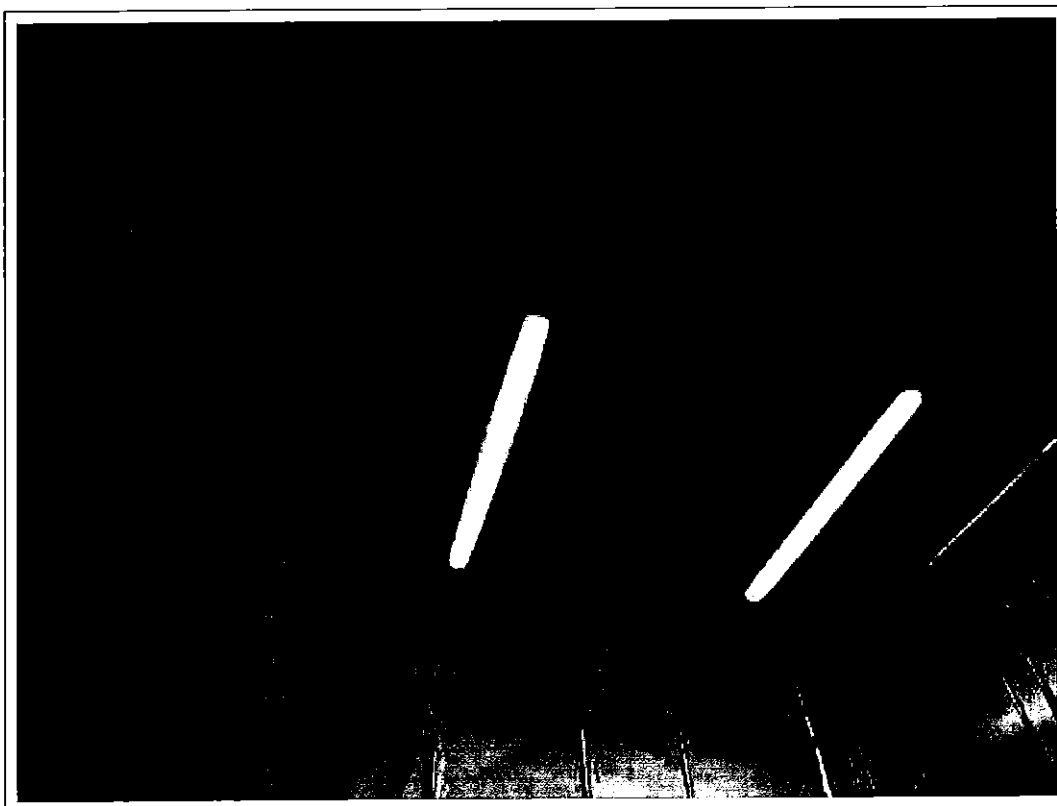


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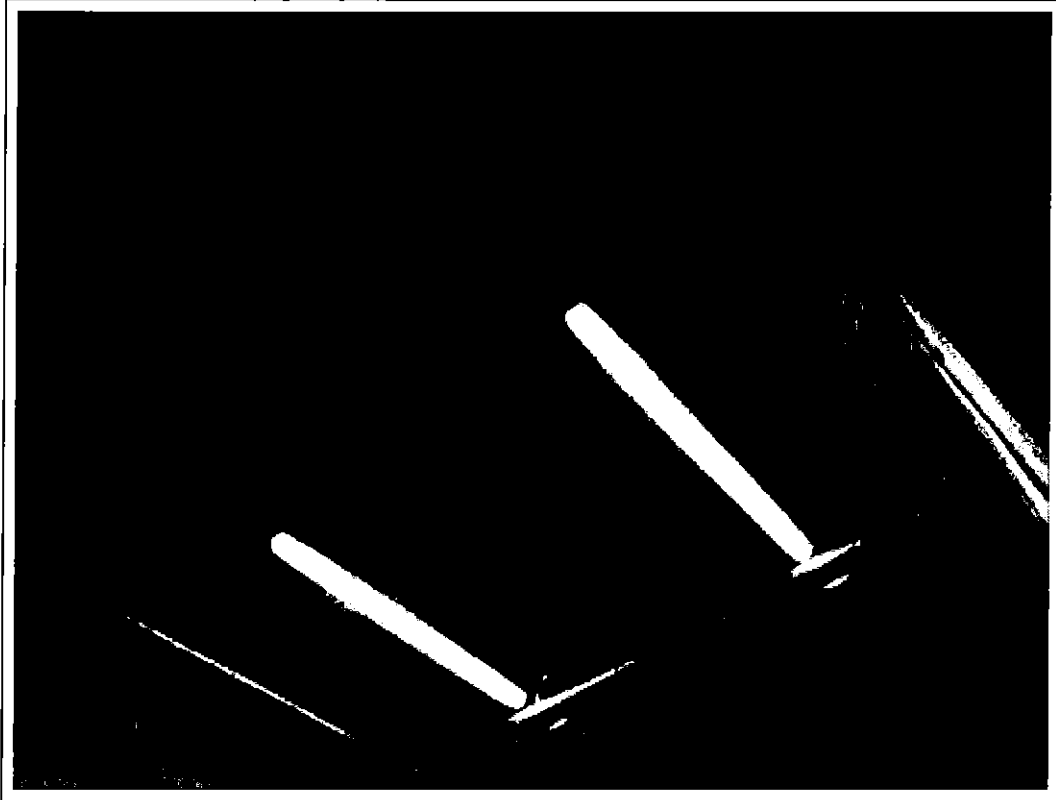


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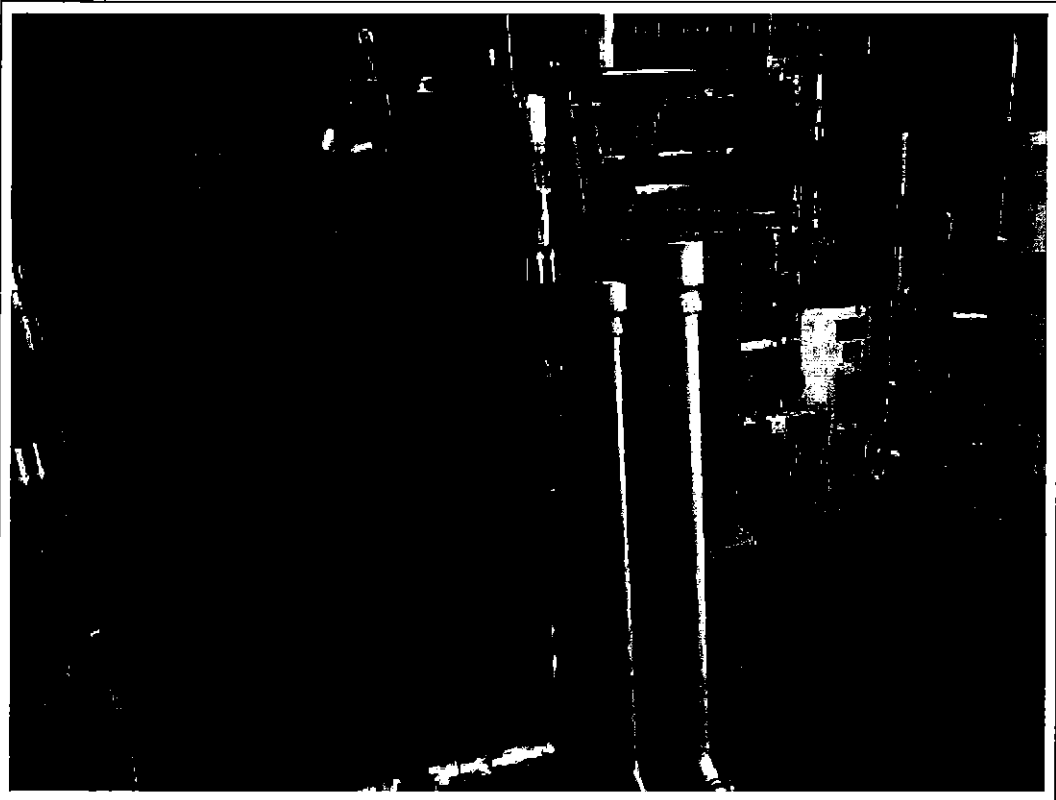


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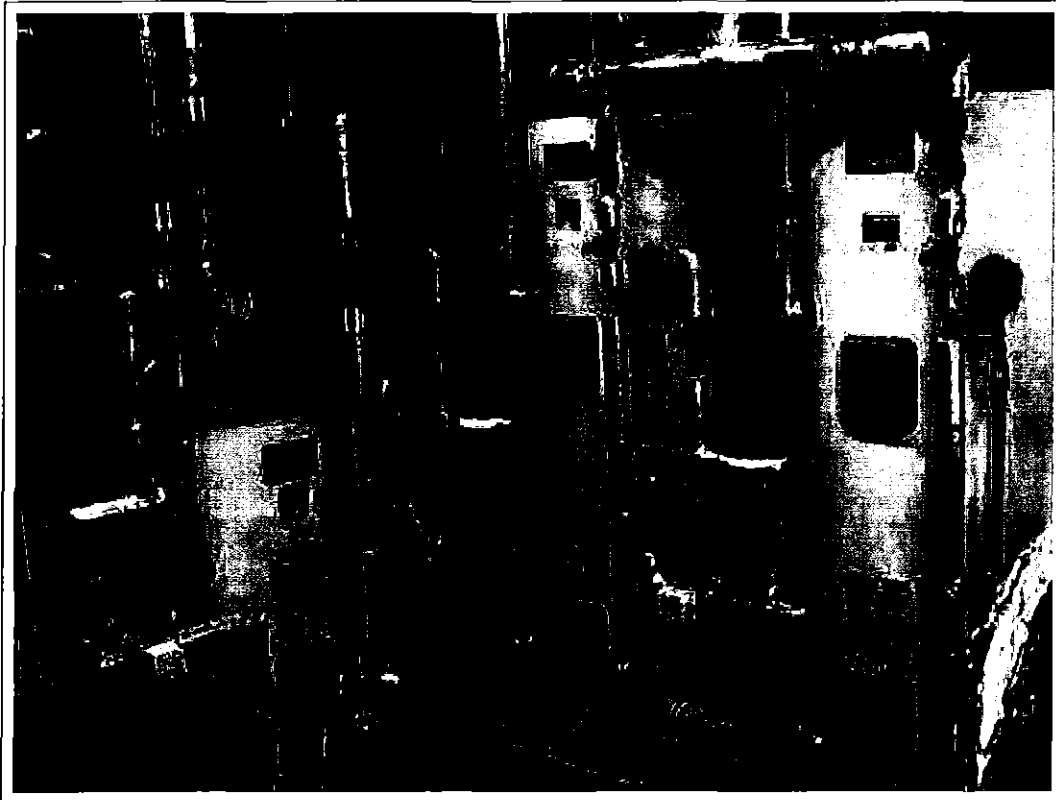


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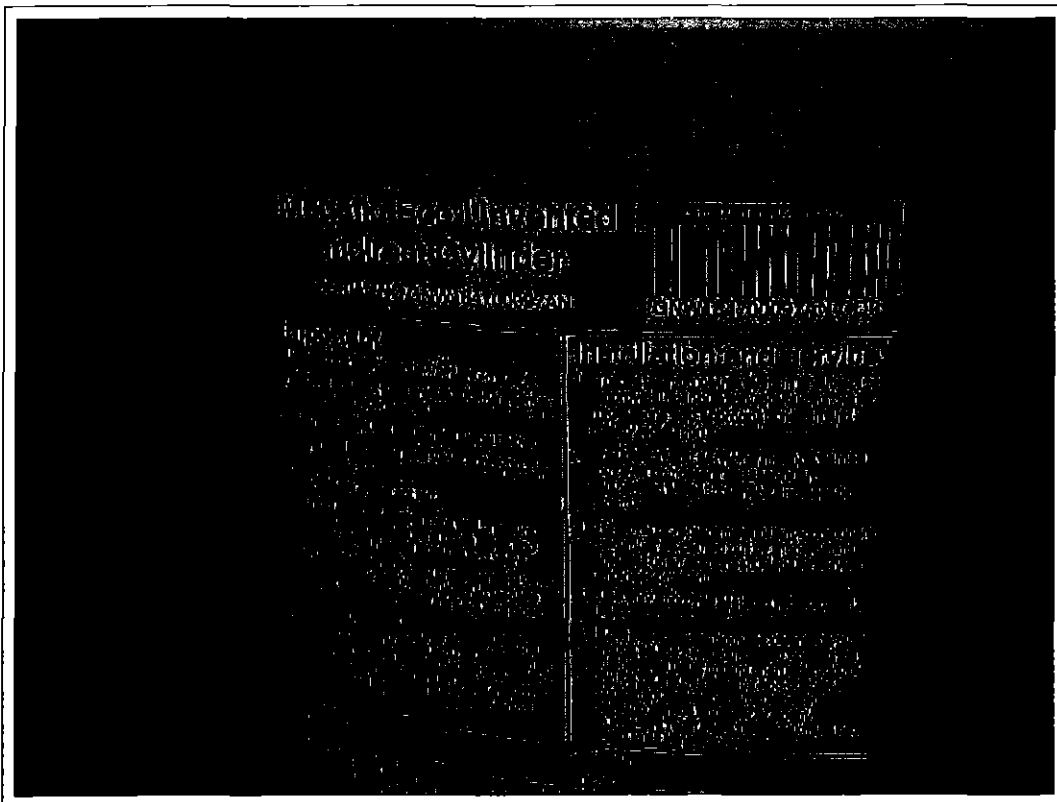


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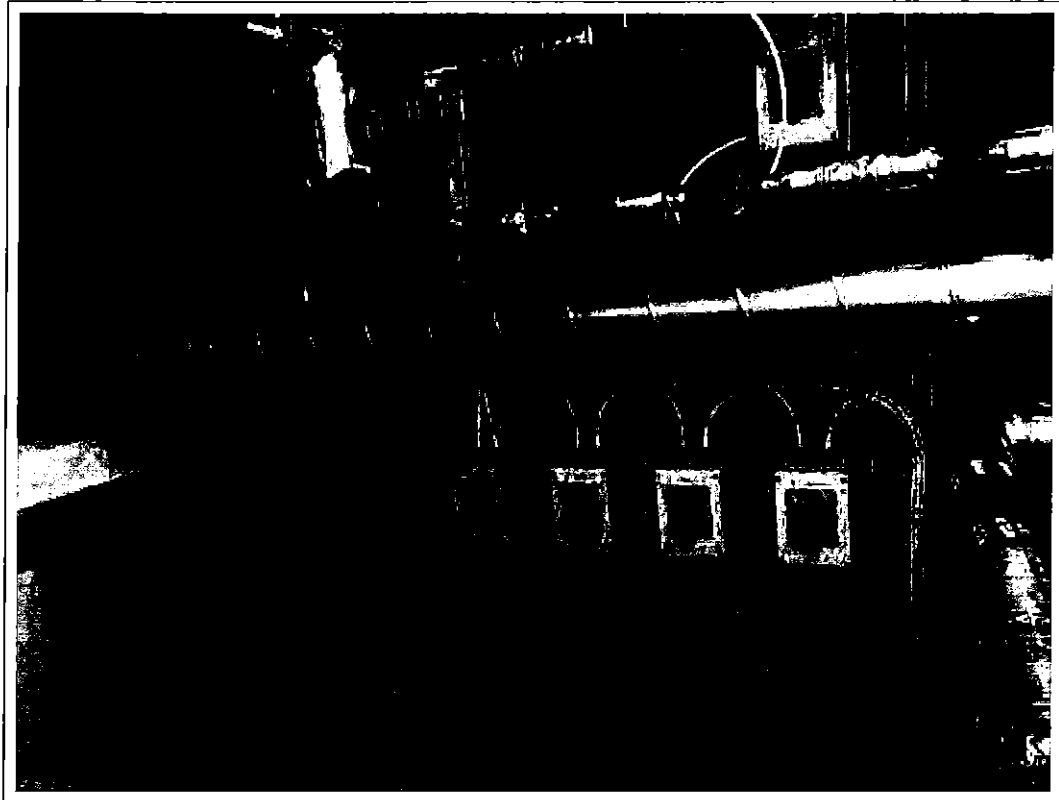


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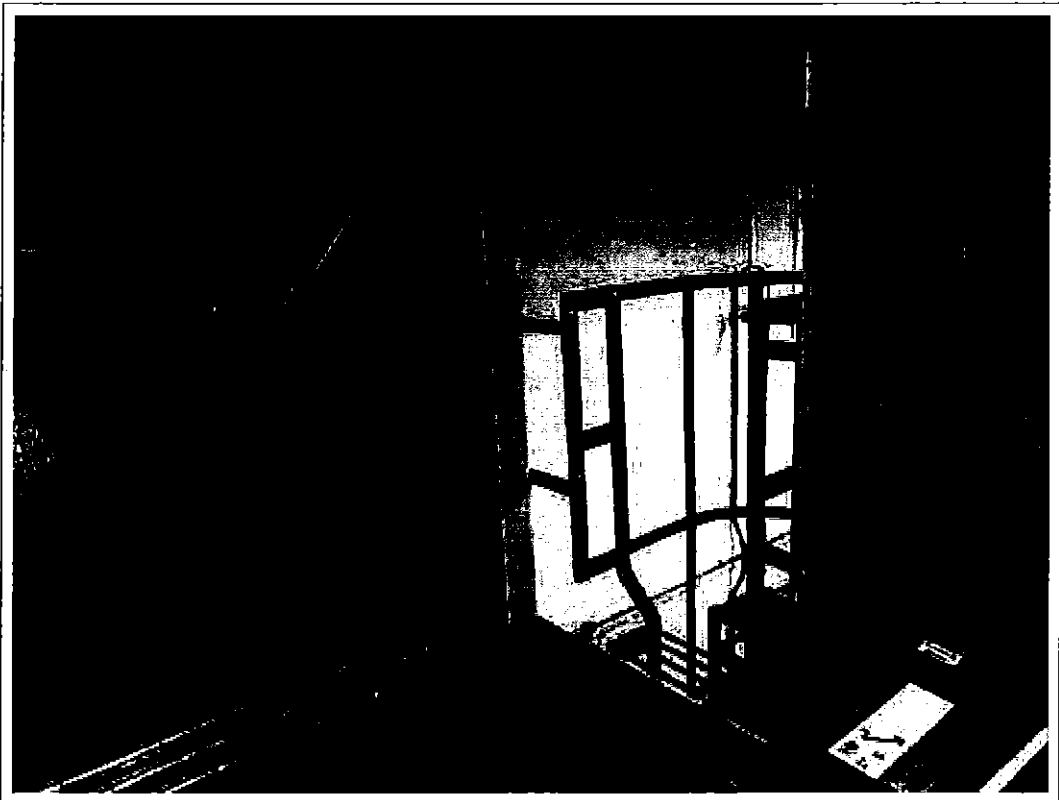


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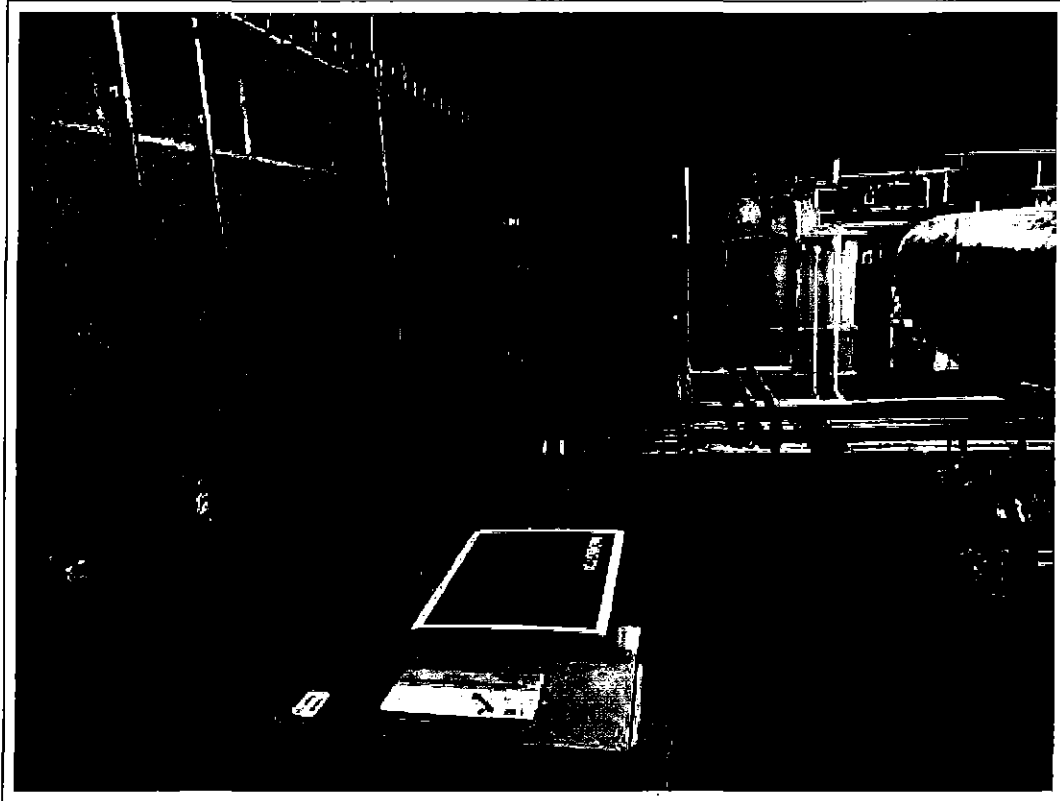


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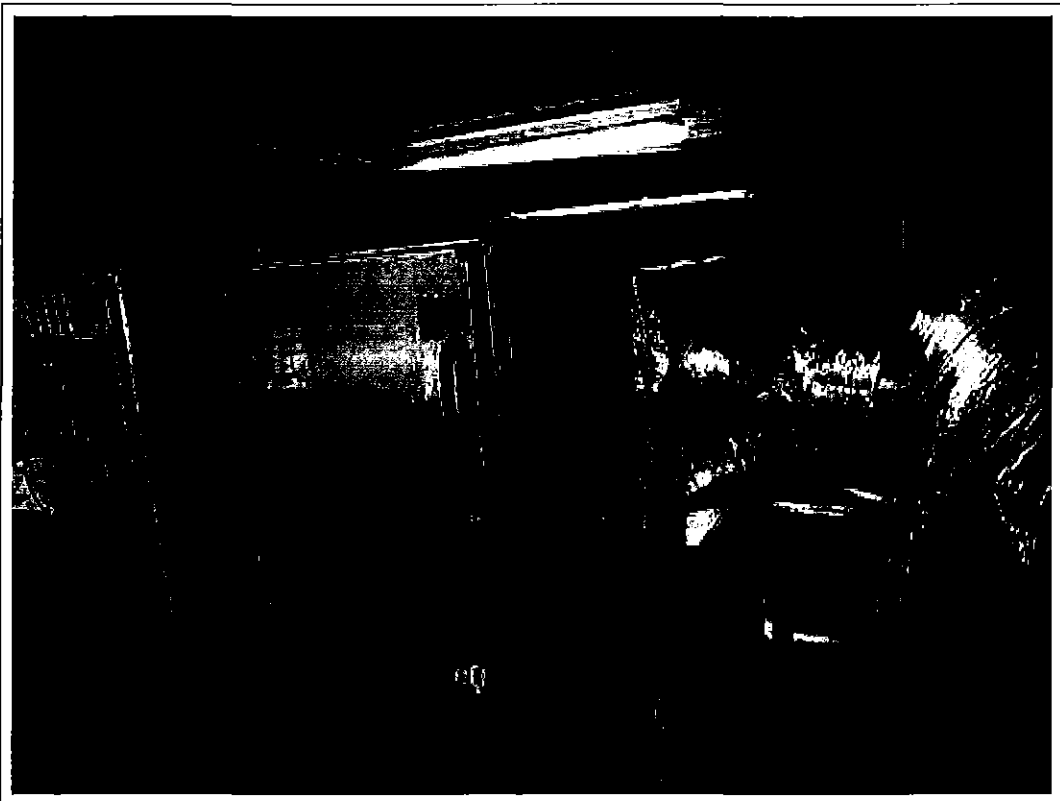


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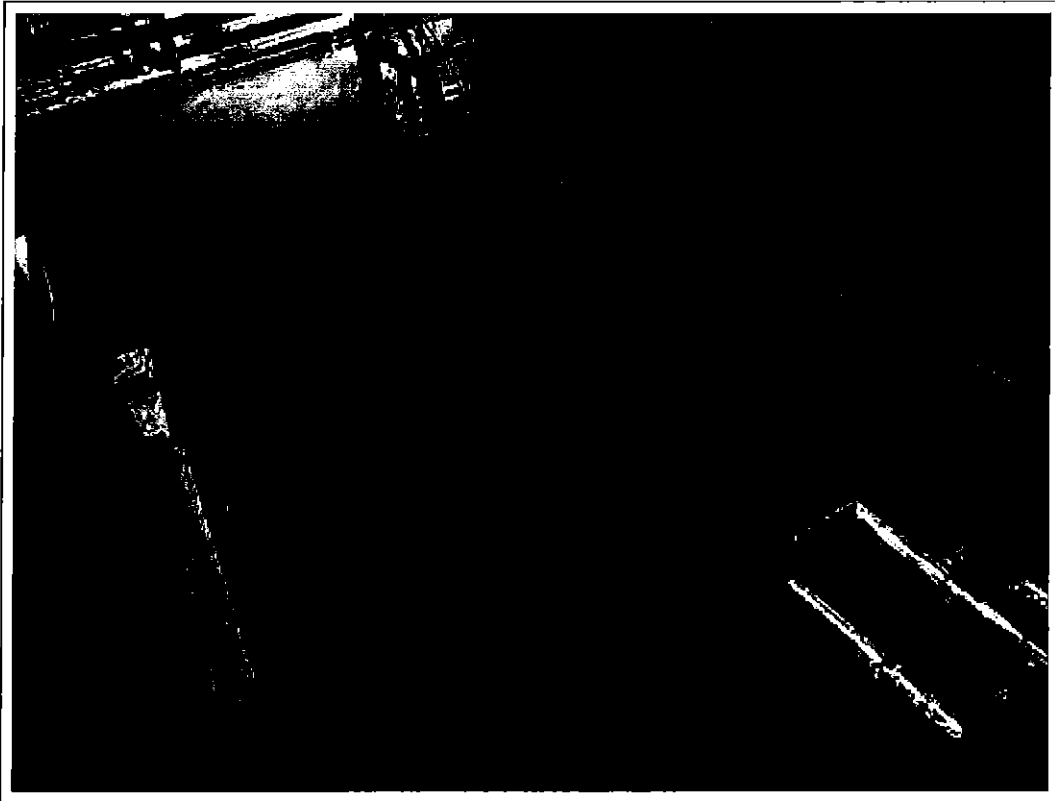


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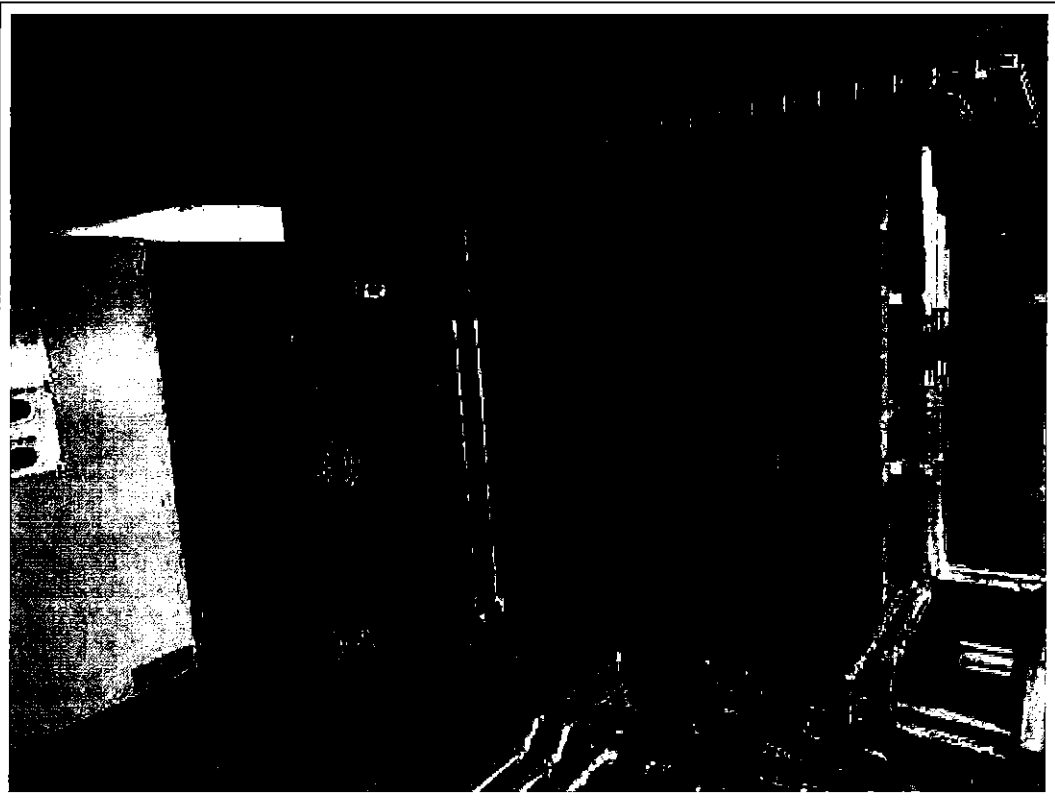


Photo 109:



Photo 110:



Photo 111:

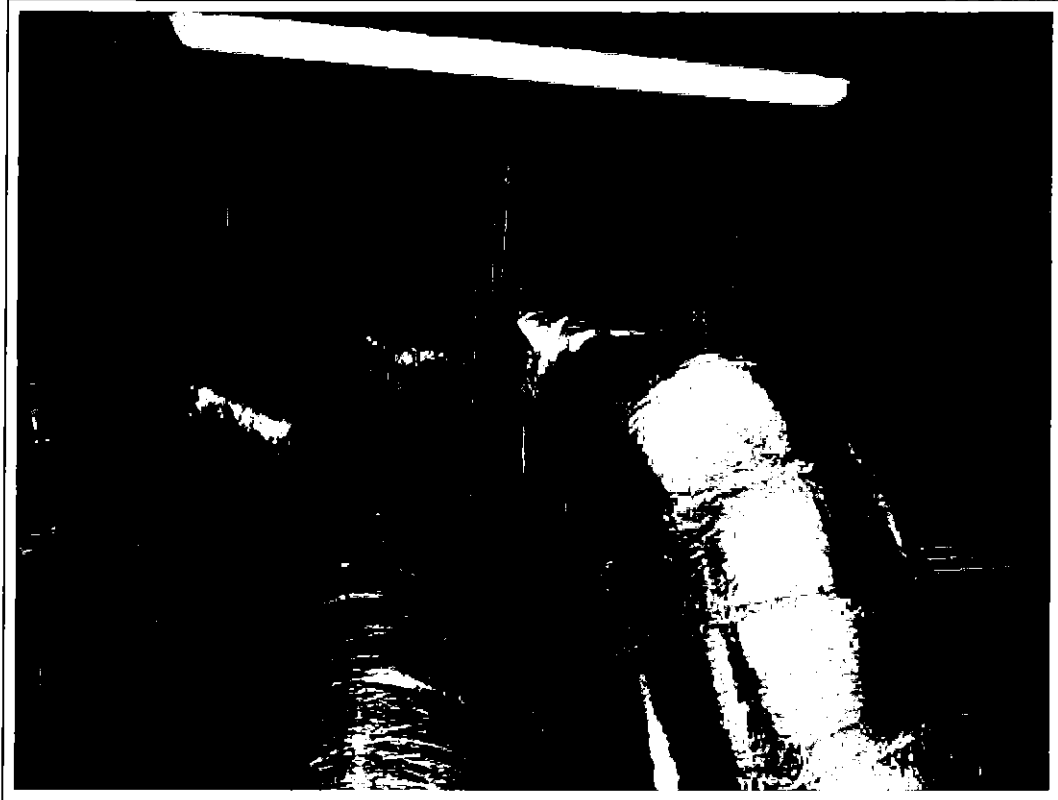


Photo 112:



Photo 113:

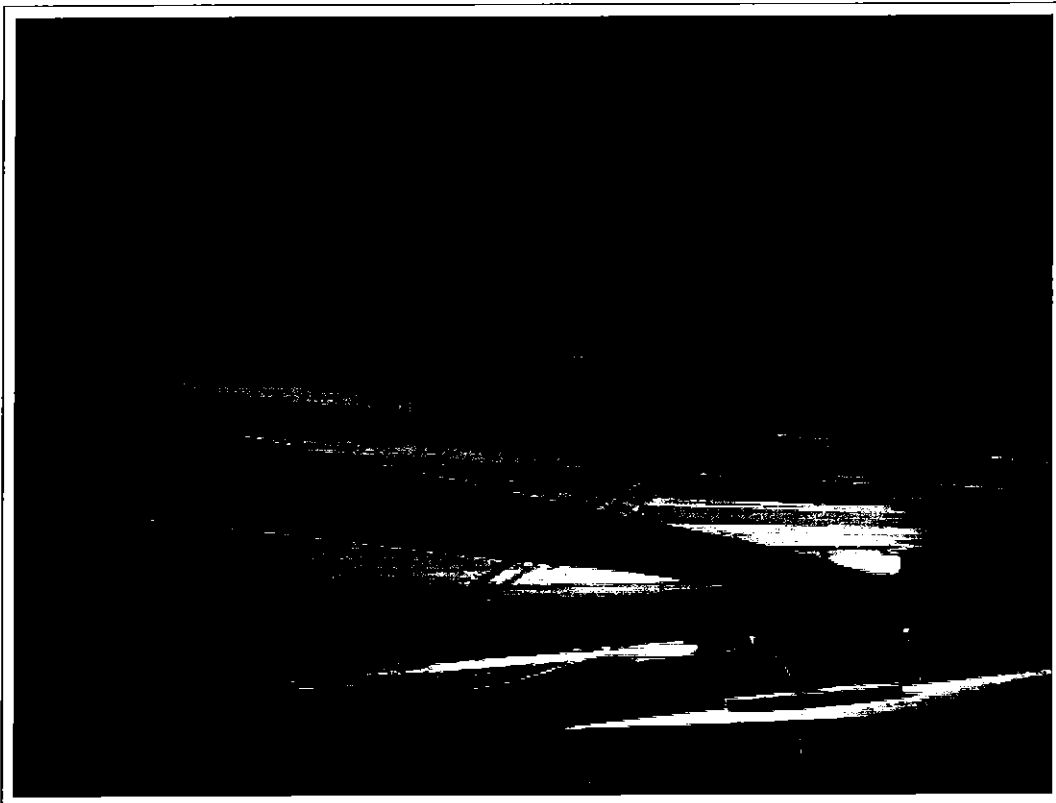


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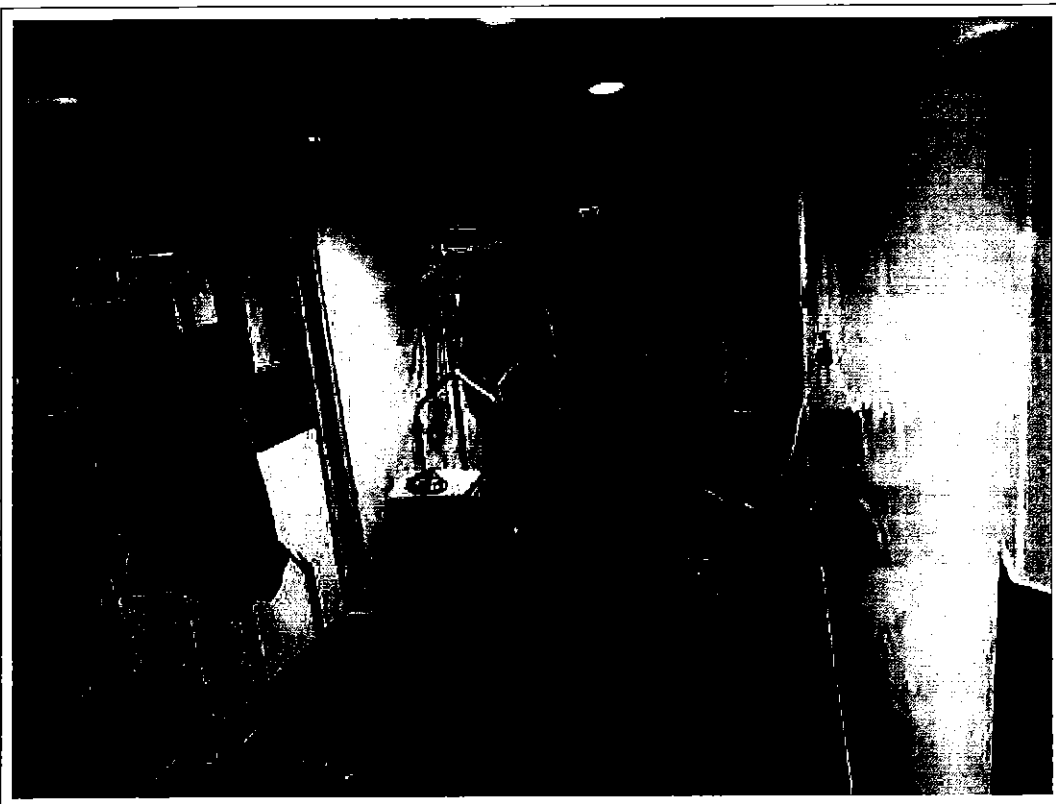


Photo 115:



Photo 116:



Photo 117:

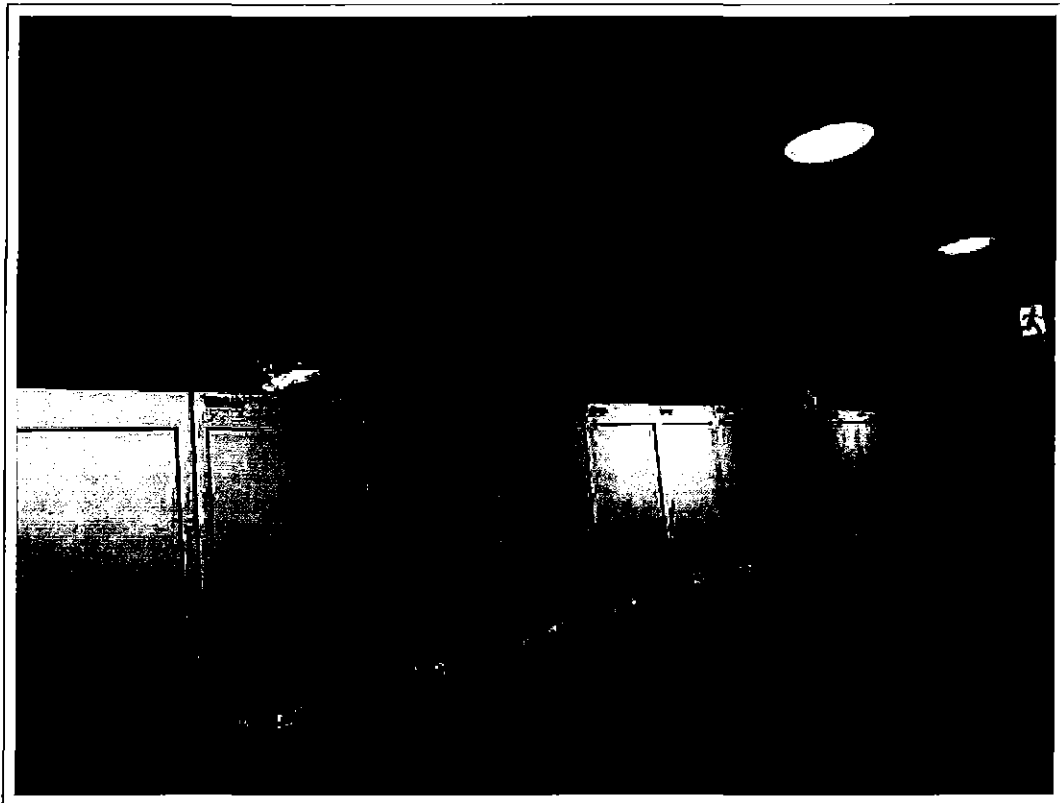


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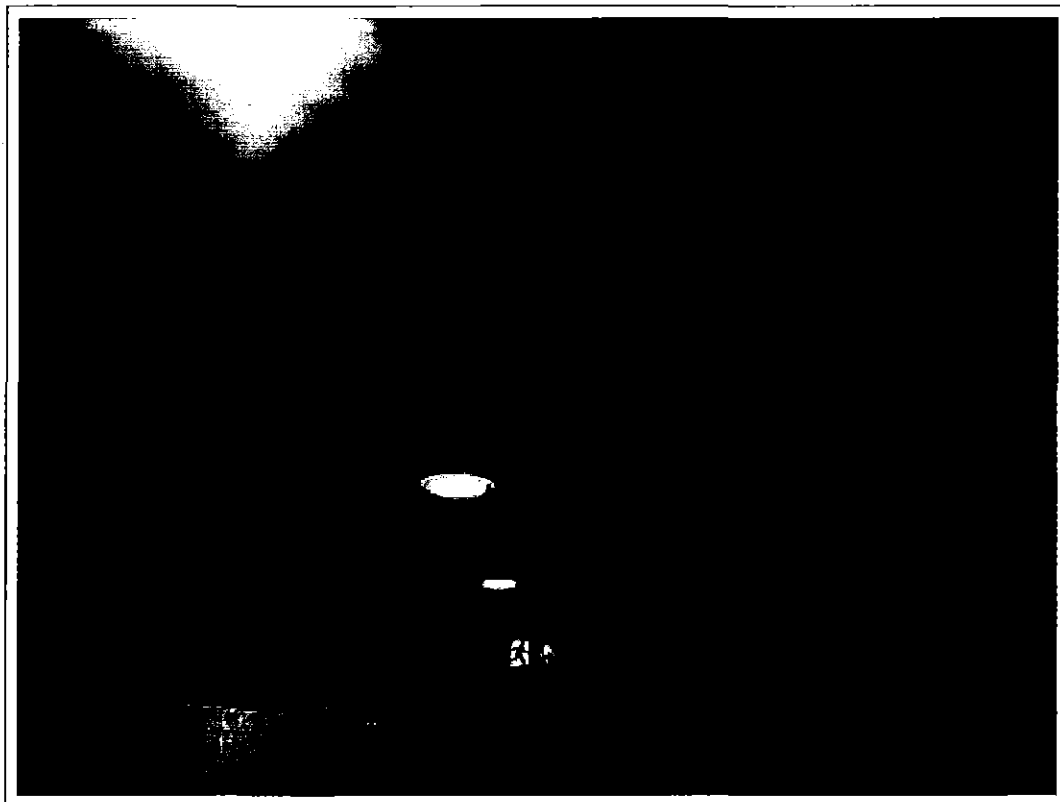


Photo 119:



Photo 120:

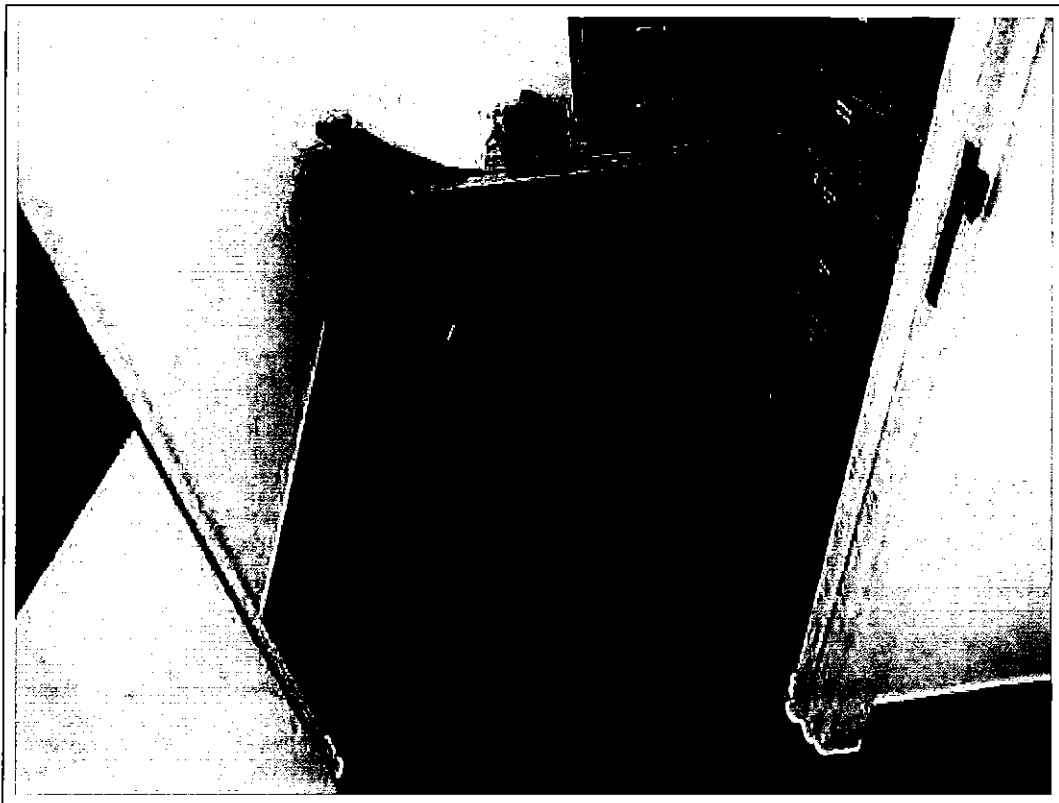


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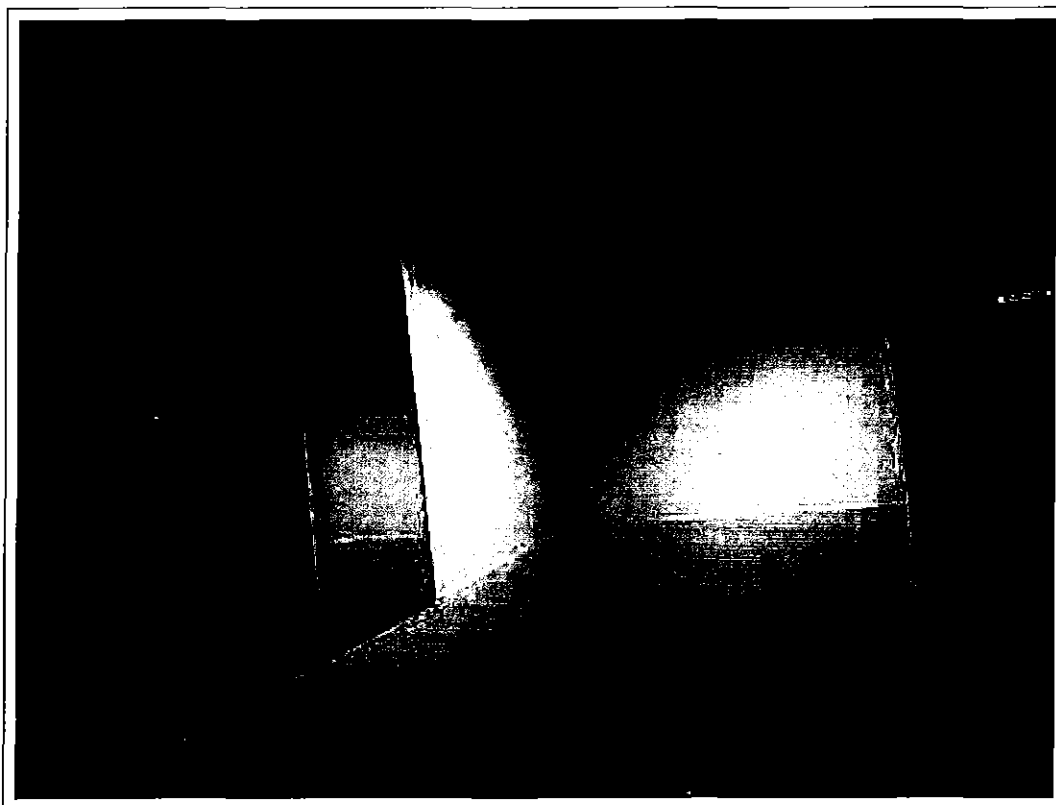


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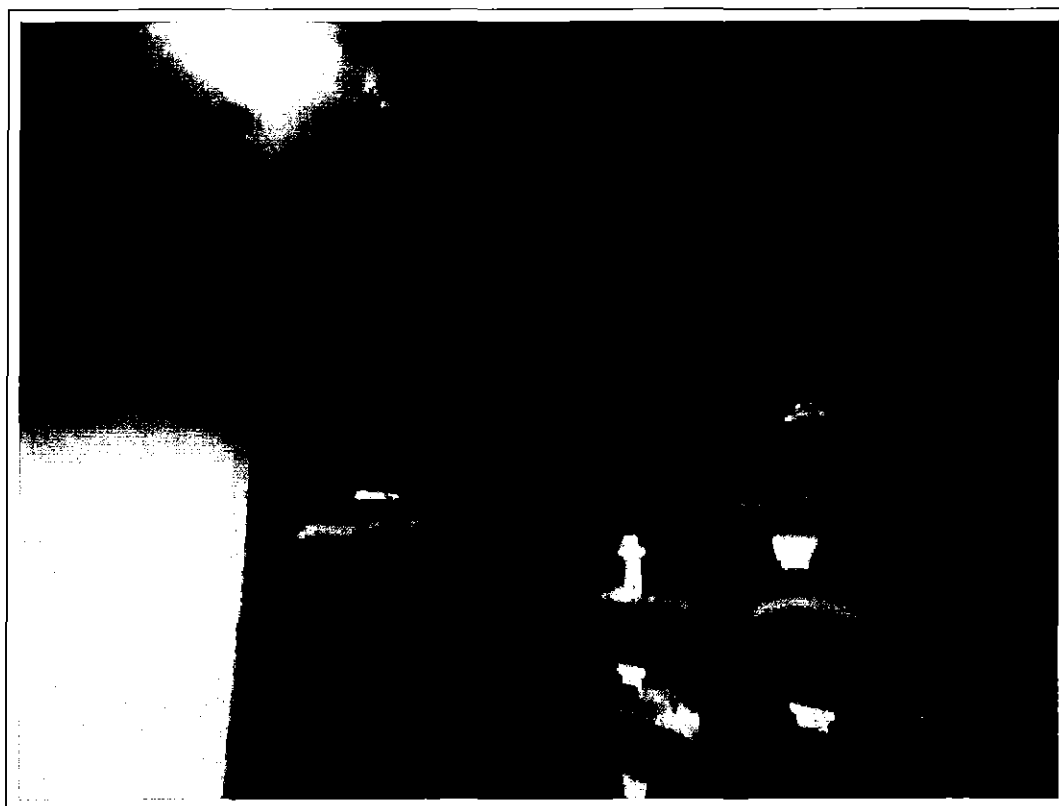


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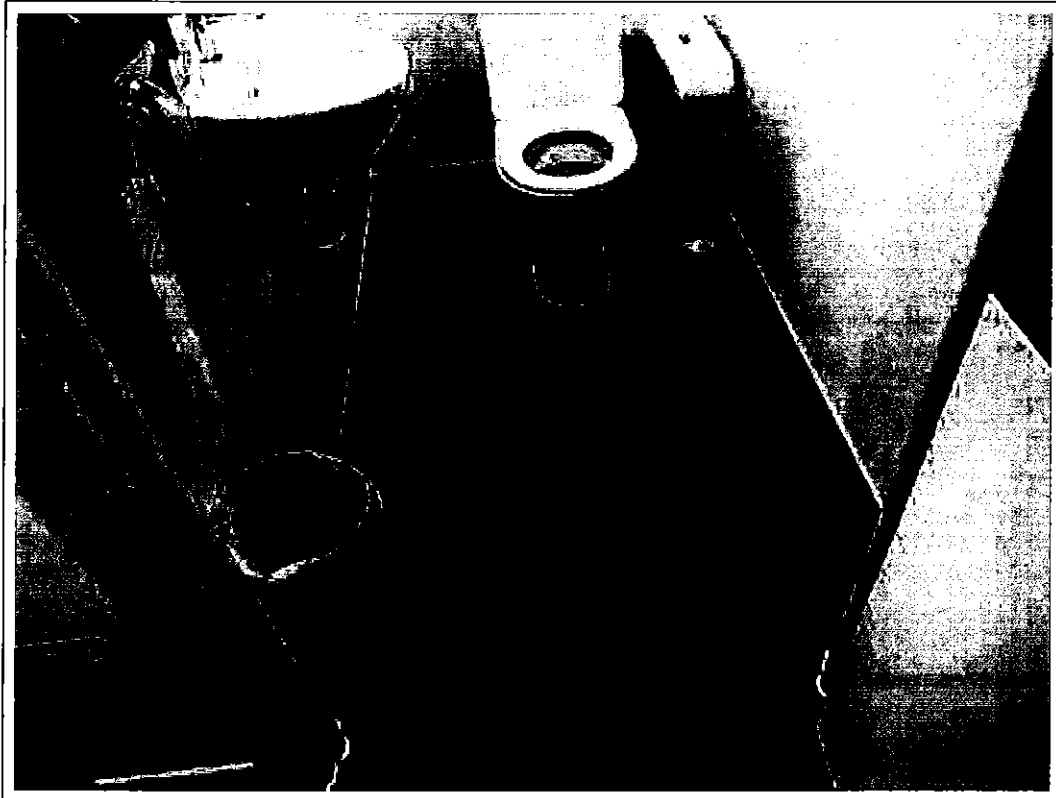


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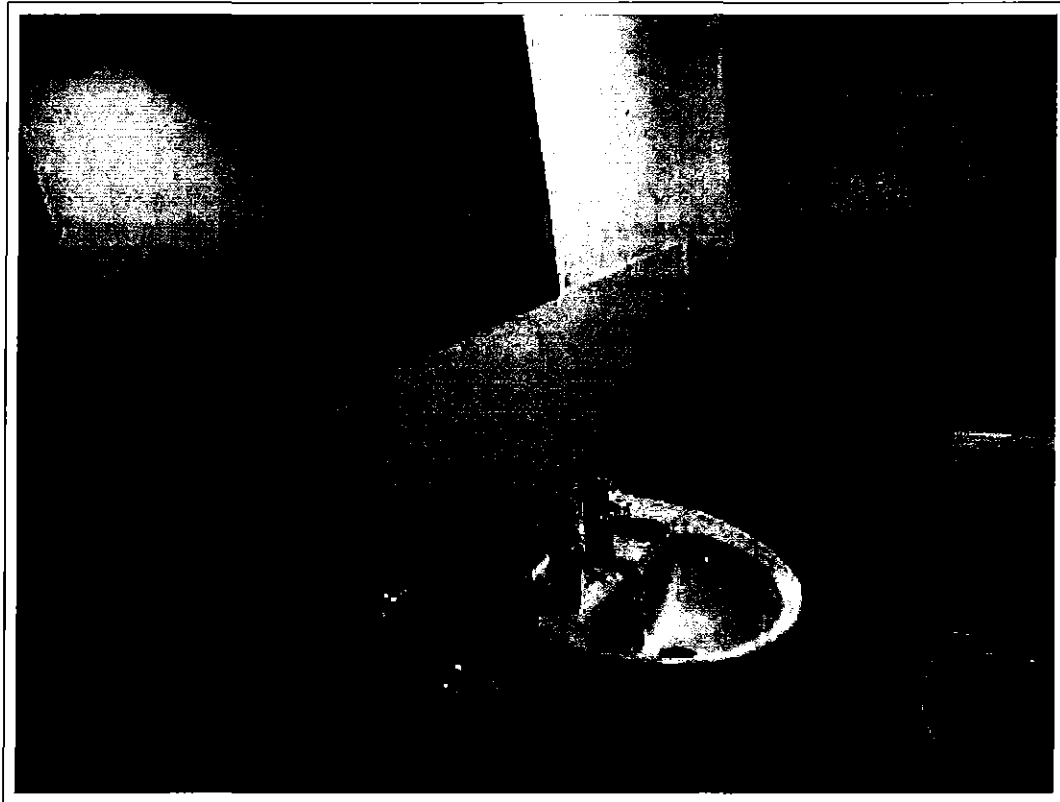


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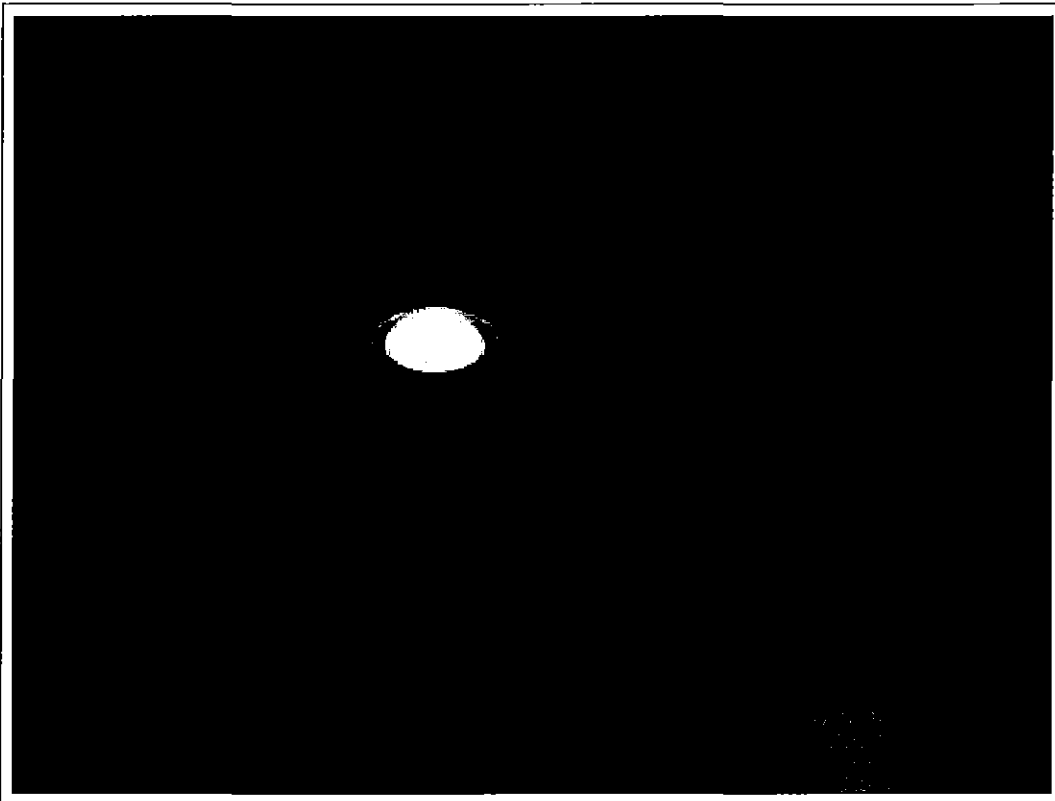


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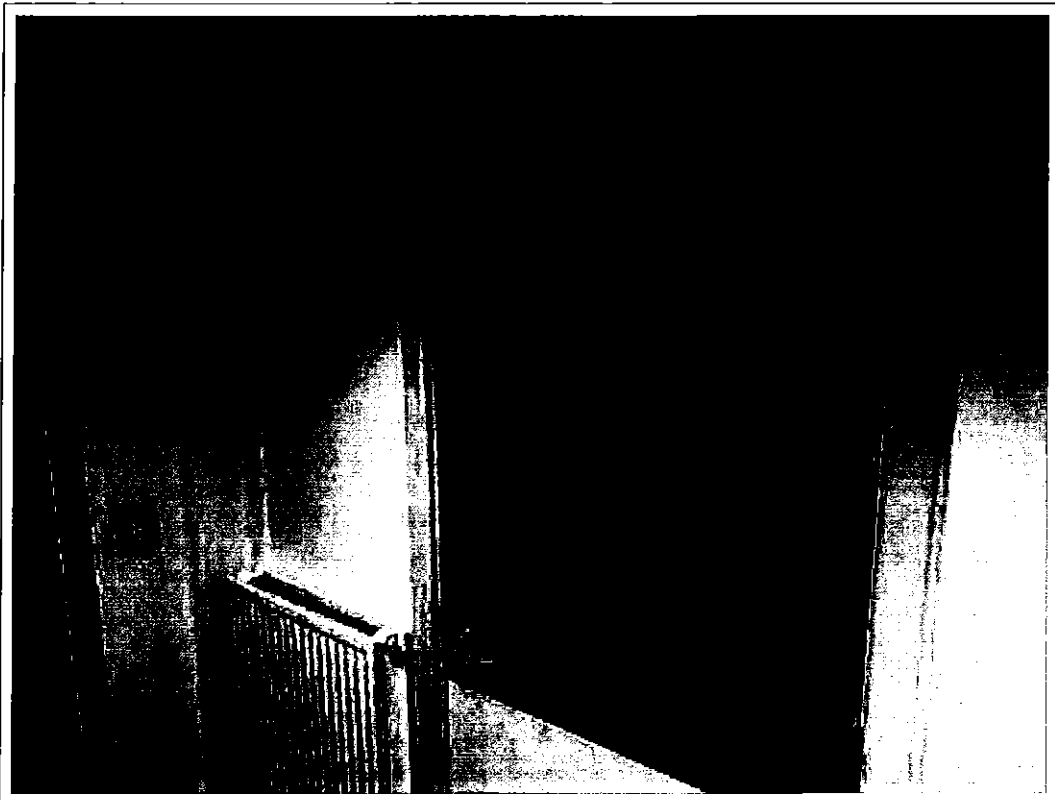


Photo 128:



Photo 129:



Photo 130:



Photo 131:

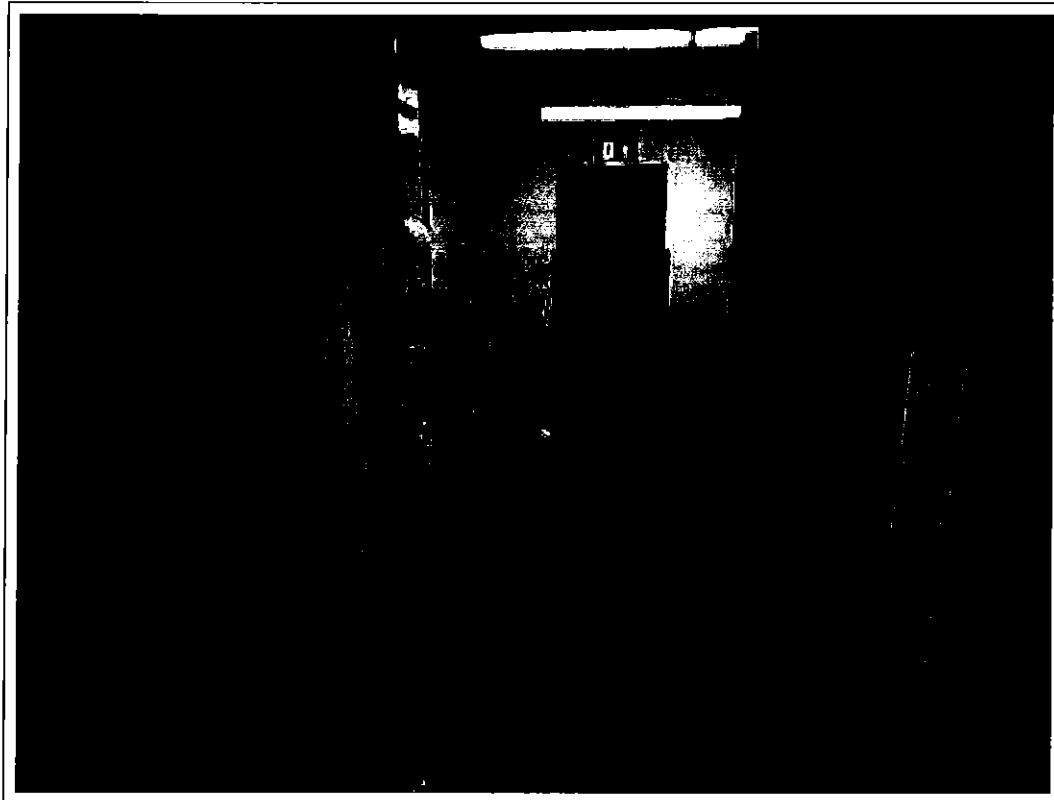


Photo 132:



Photo 133:

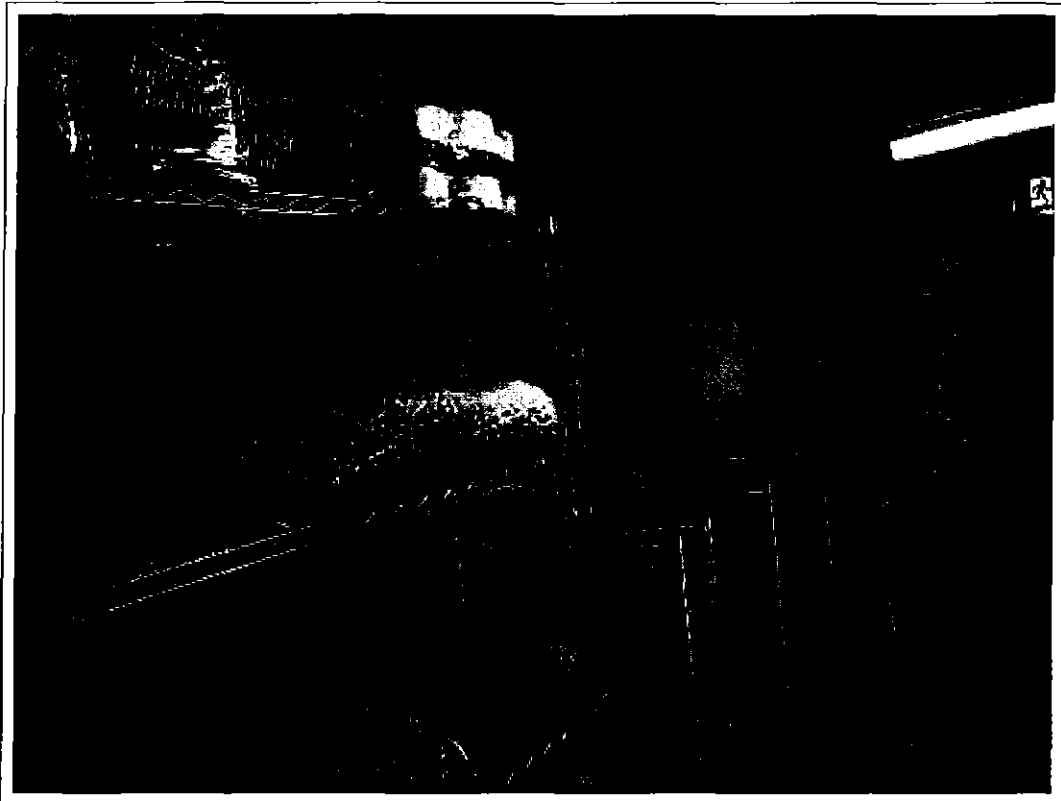


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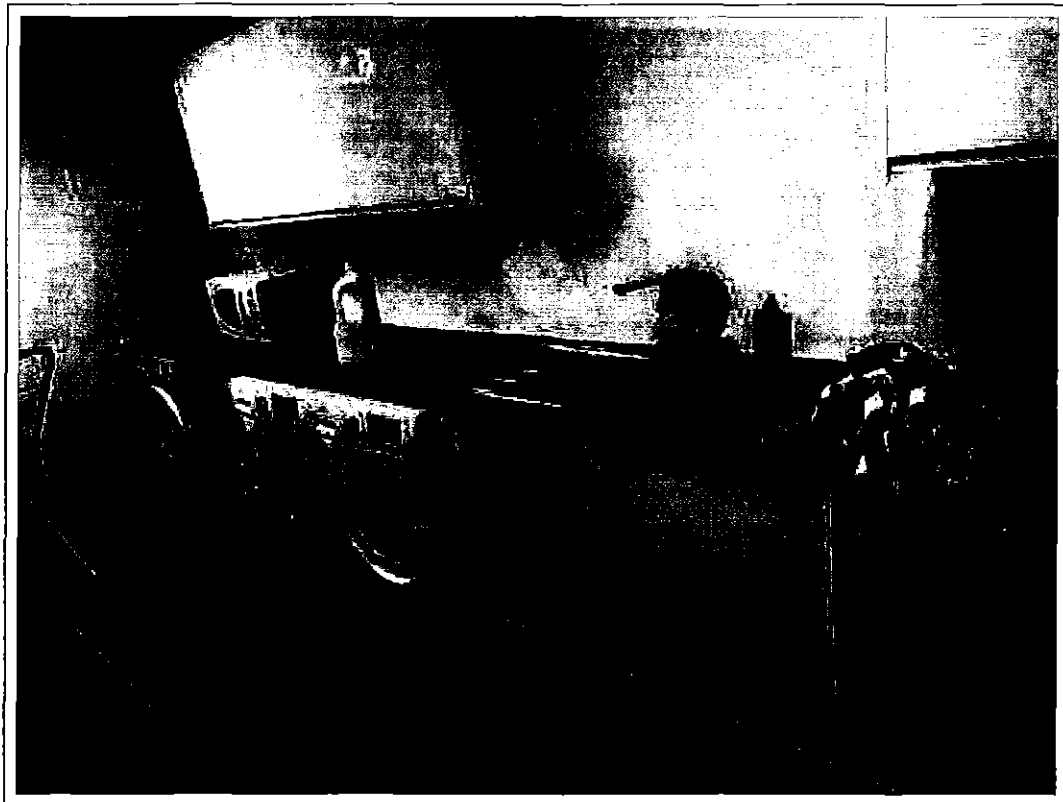


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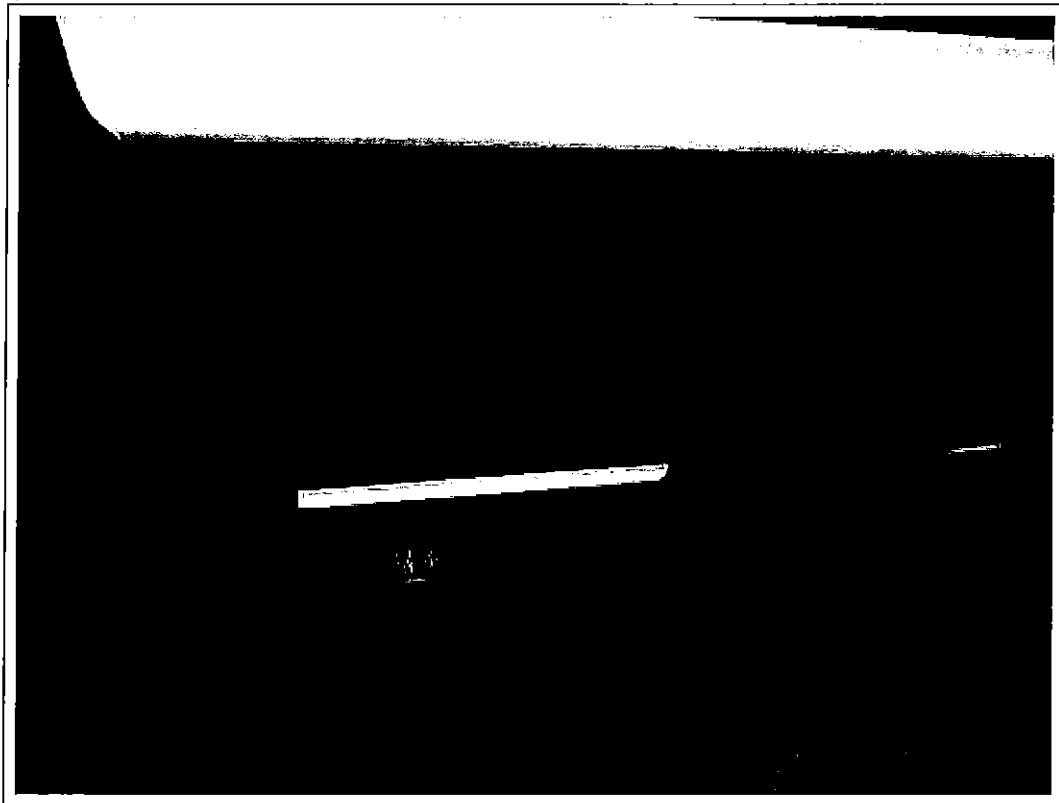


Photo 136:



Photo 137:

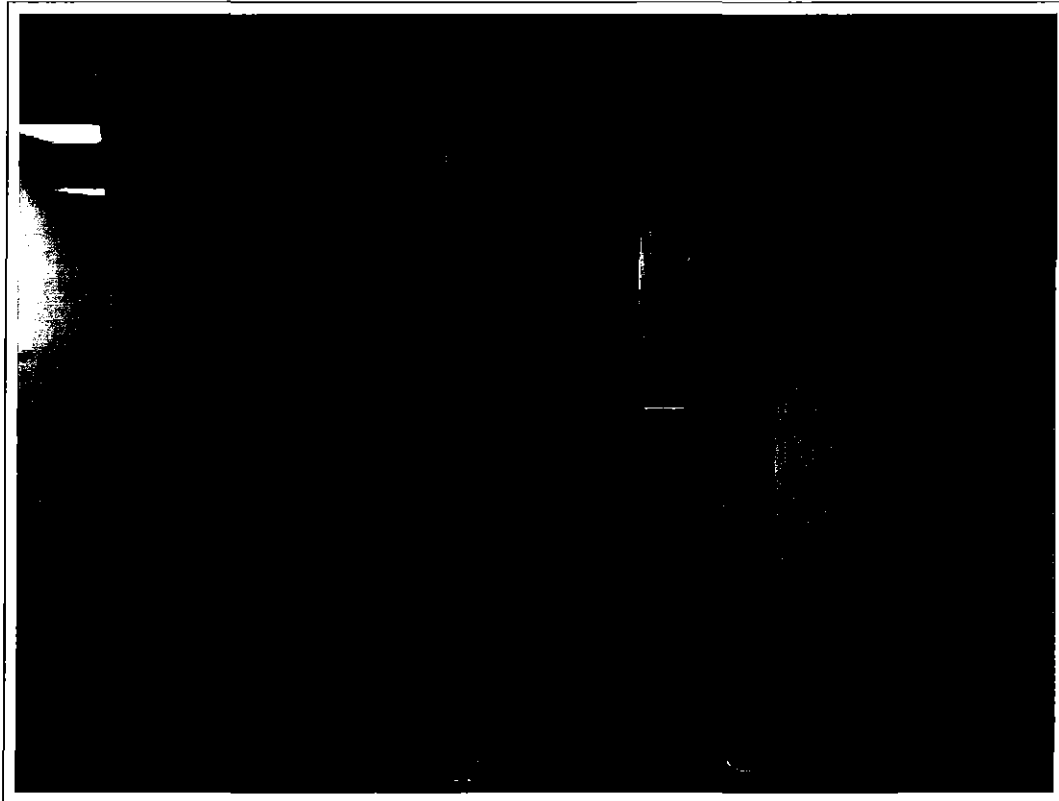


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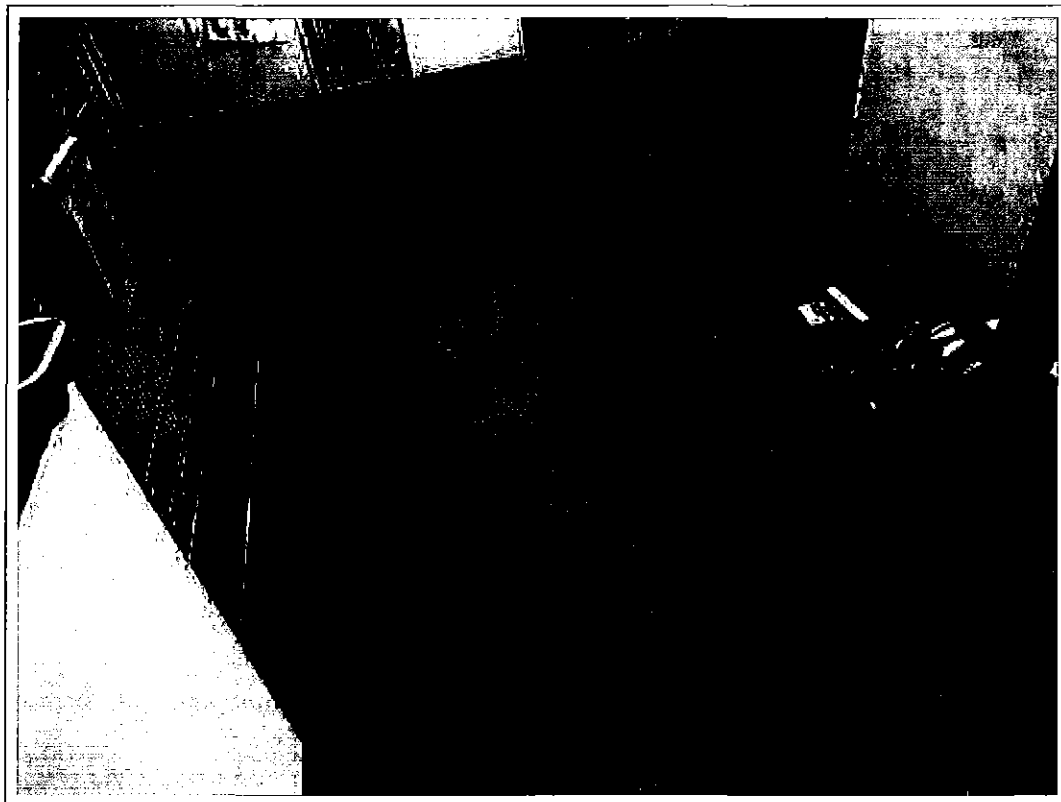


Photo 139:



Photo 140:



Photo 141:



Photo 142:

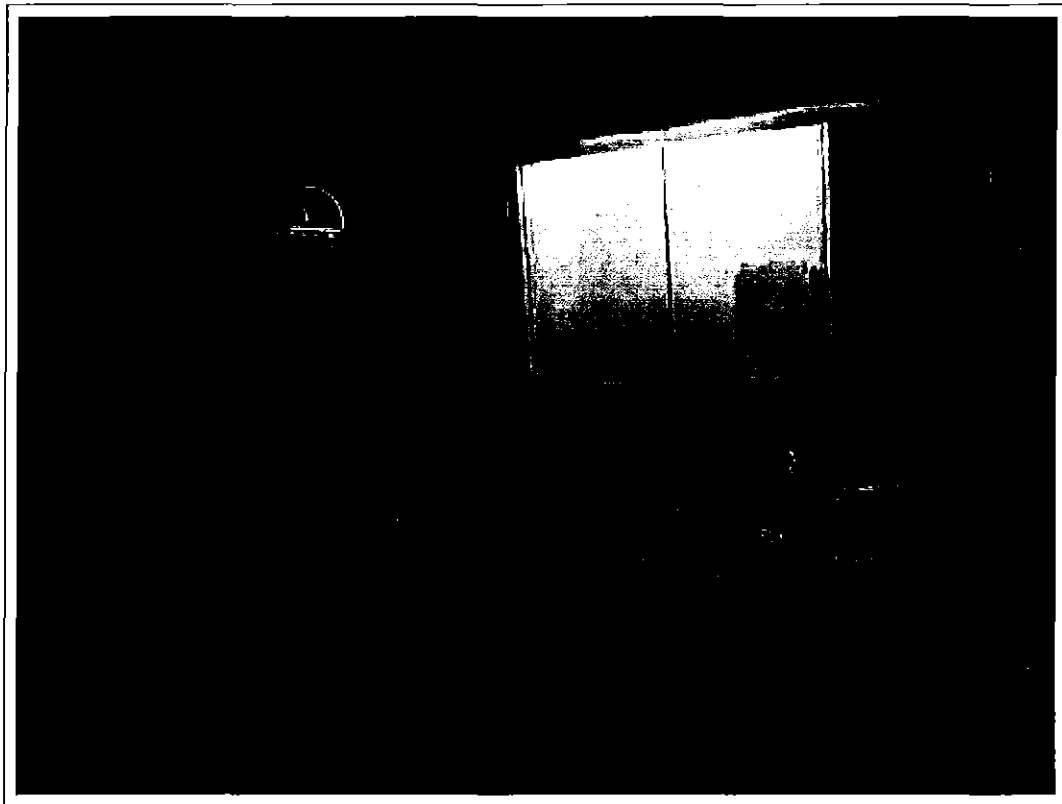


Photo 143:



Photo 144:

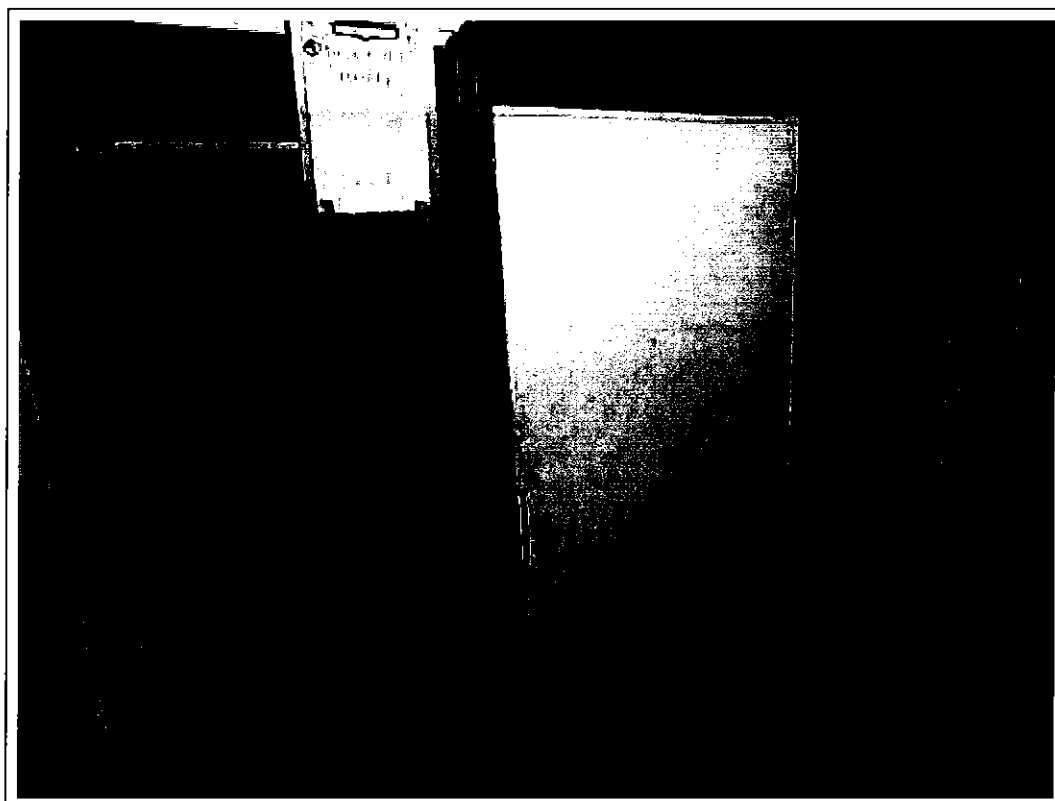


Photo 145:



Photo 146:

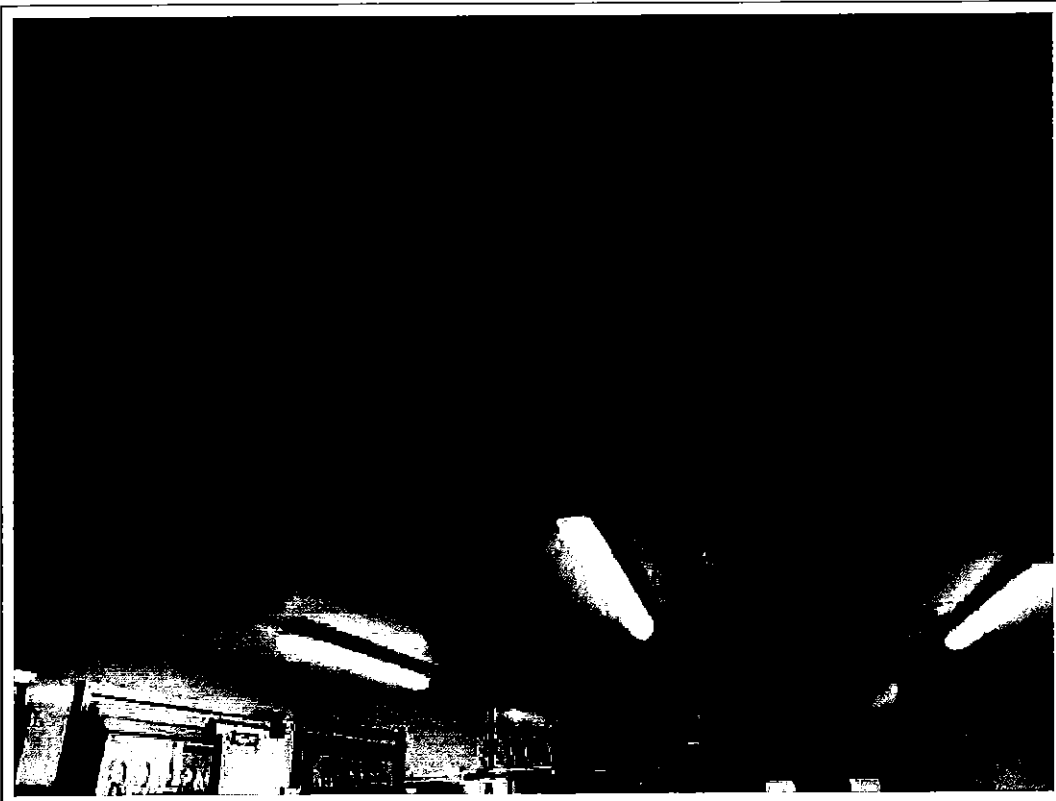


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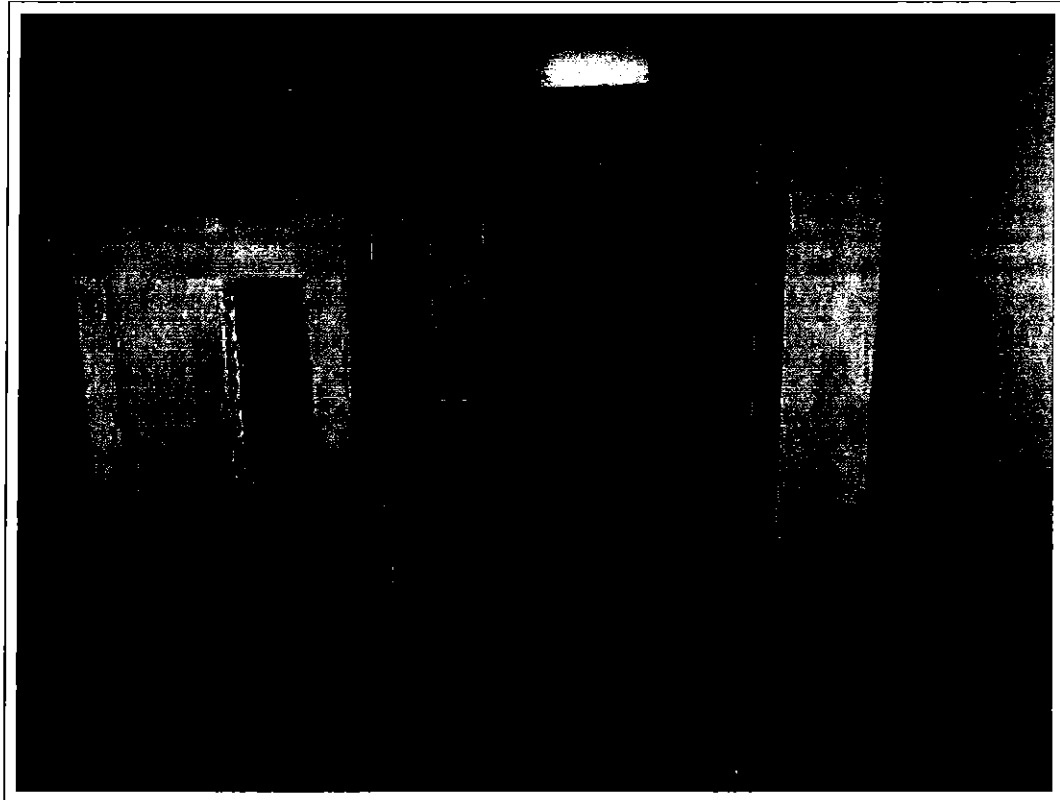


Photo 148:



Photo 149:



Photo 150:



Photo 151:

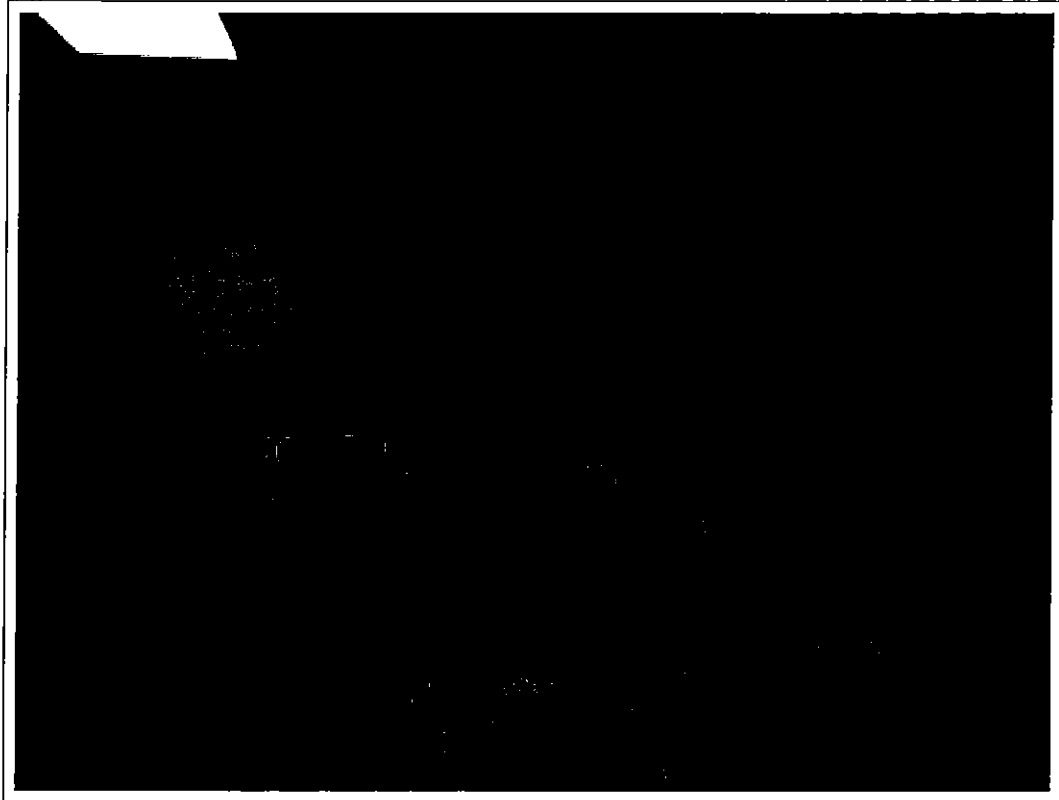


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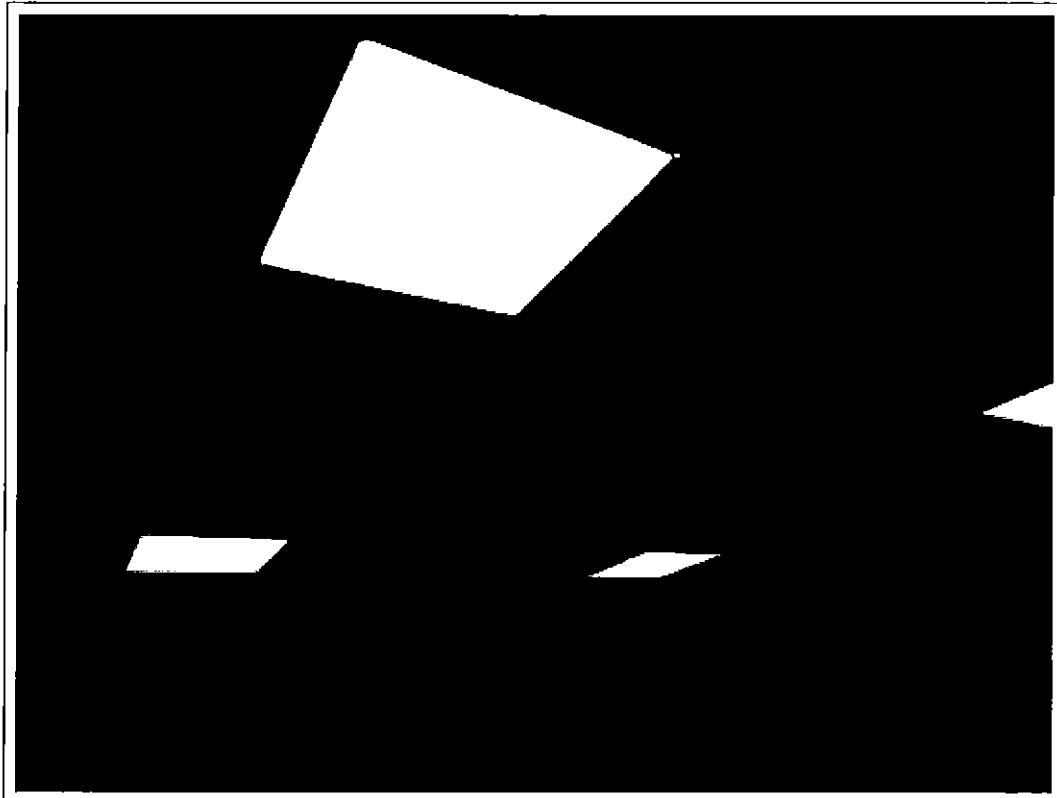


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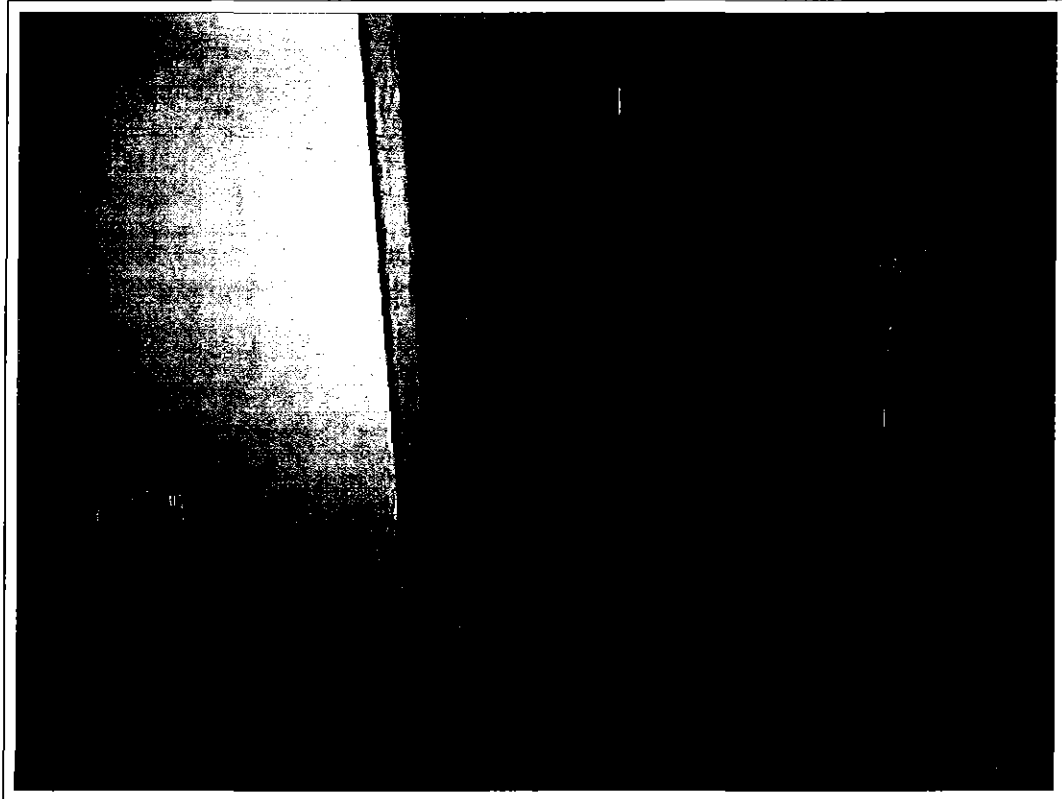


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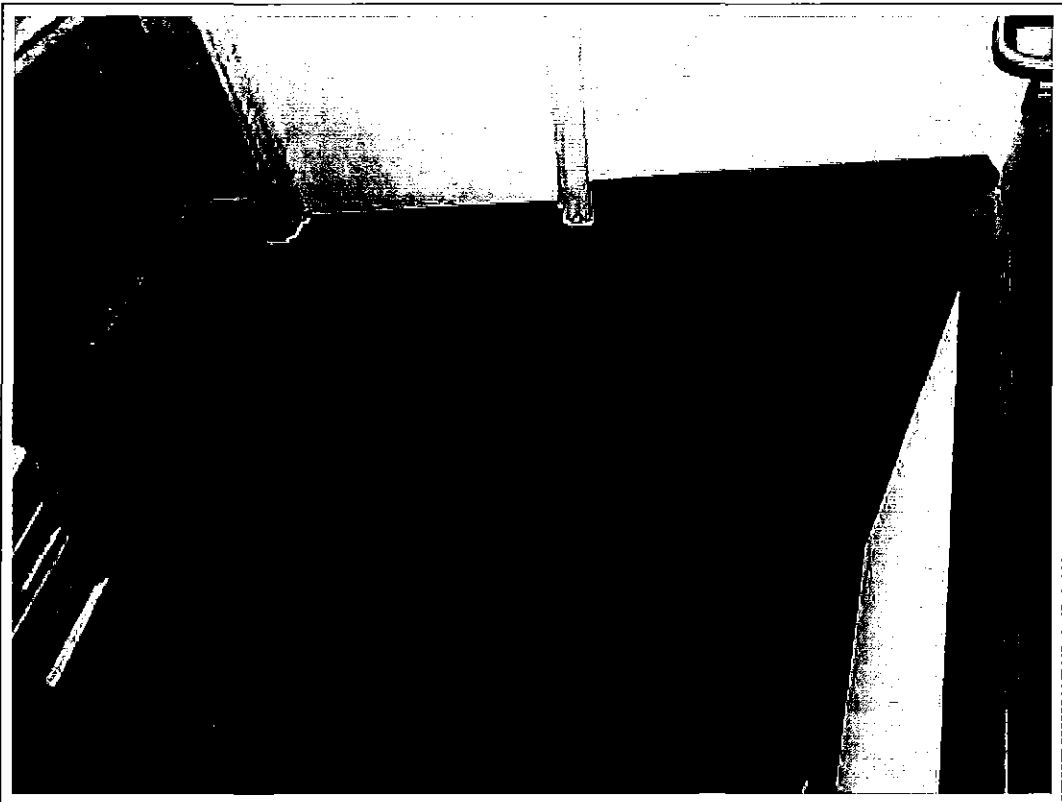


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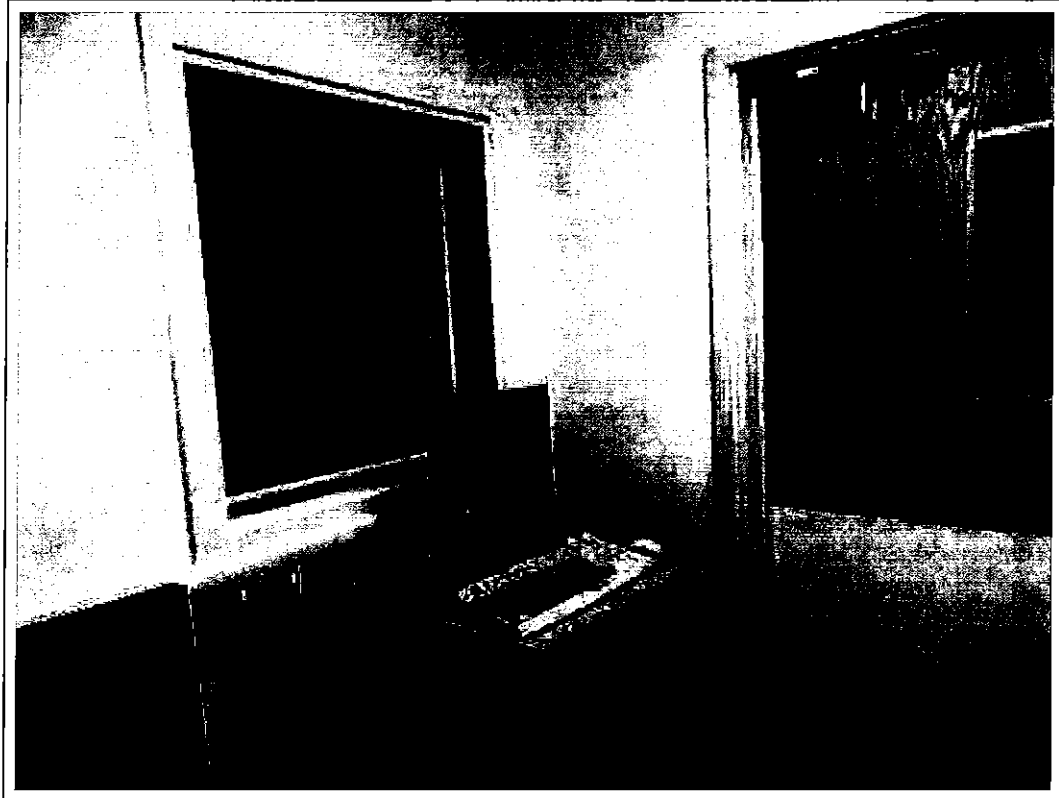


Photo 156:



Photo 157:



Photo 158:

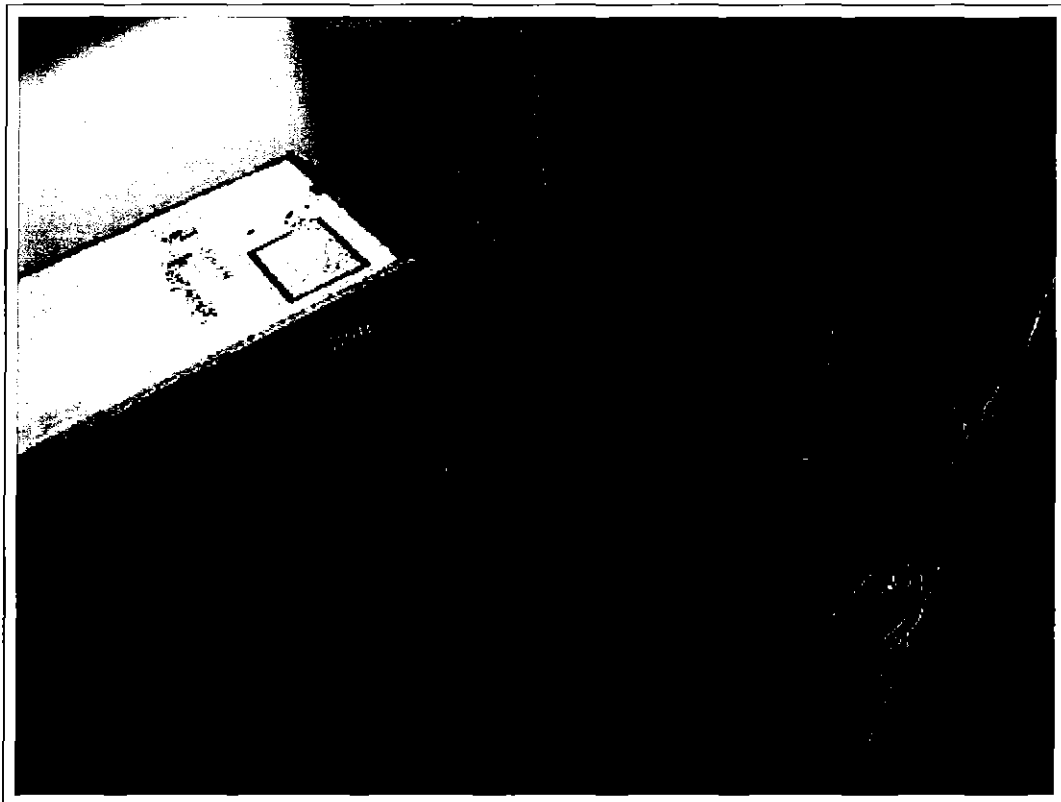


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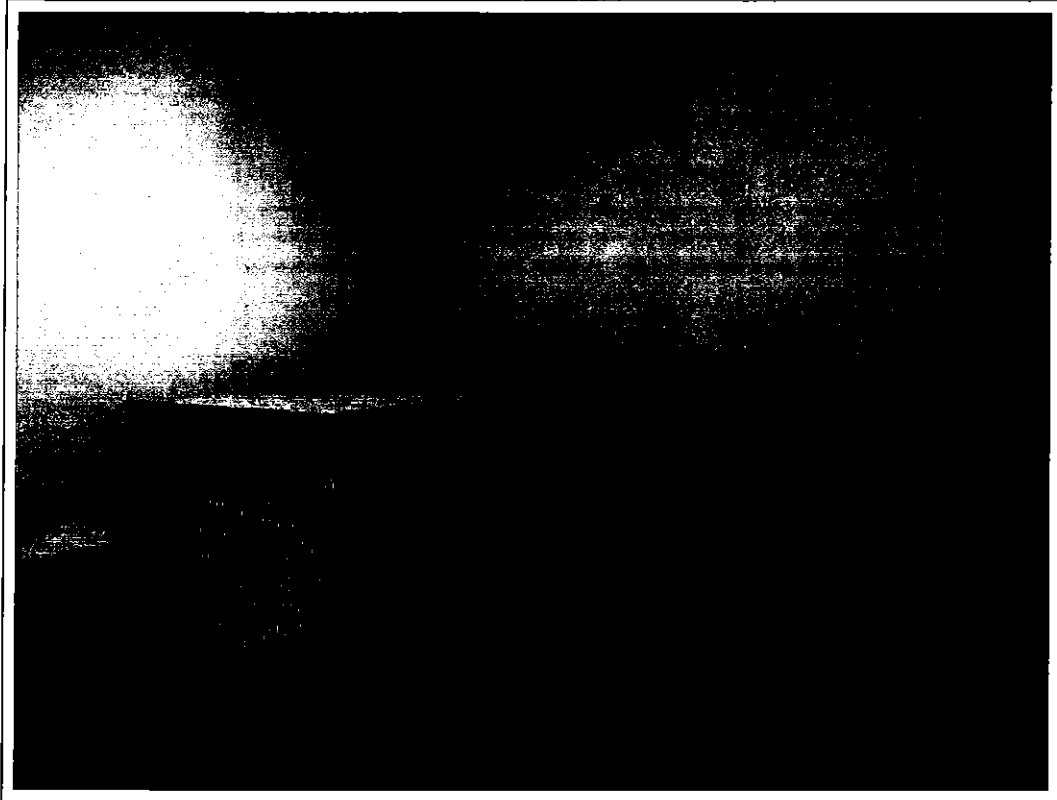


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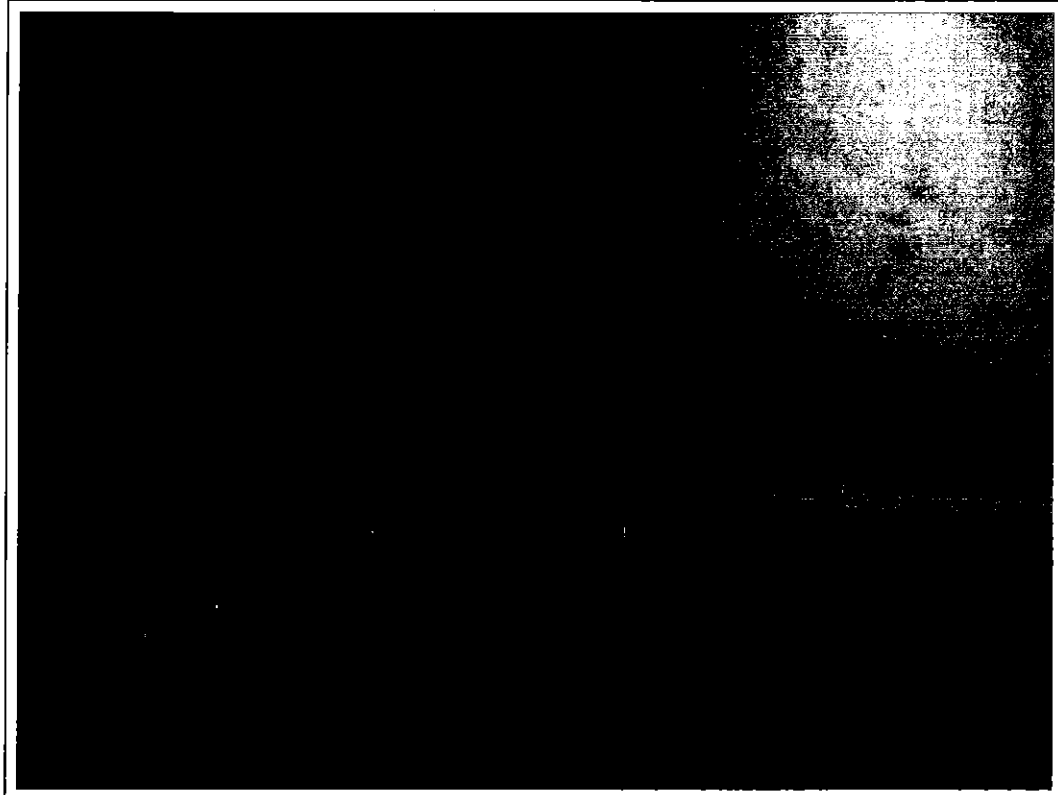


Photo 161:



Photo 162:

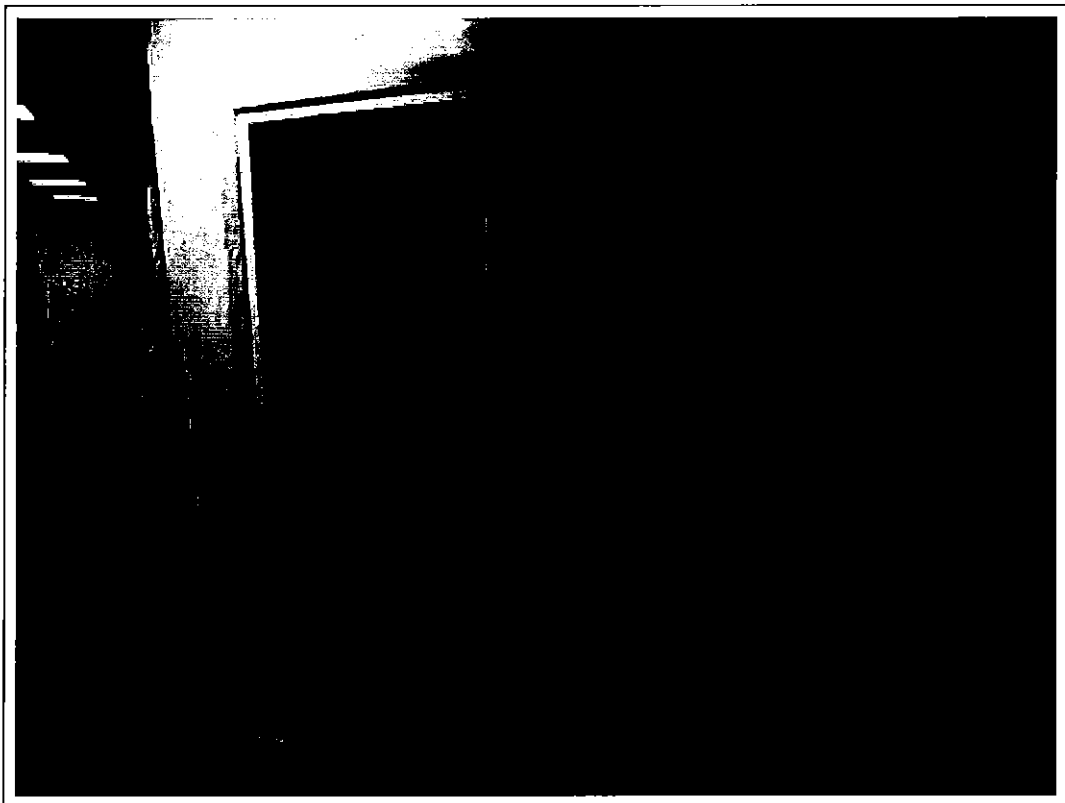


Photo 163:



Photo 164:

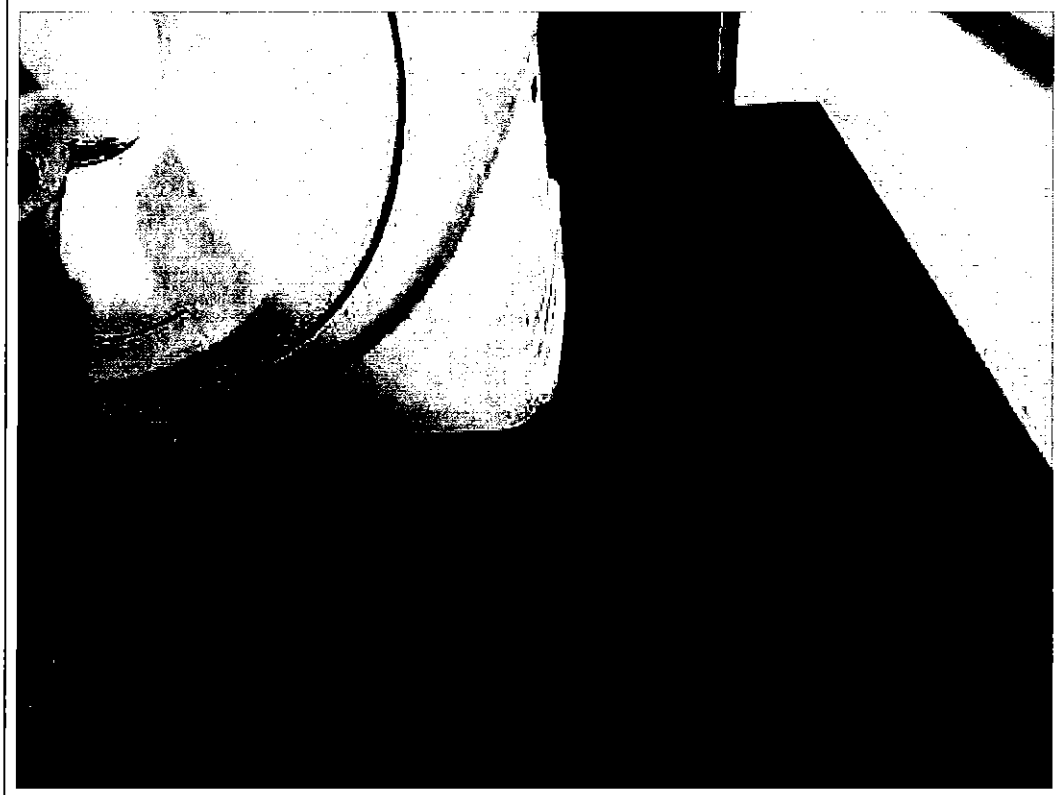


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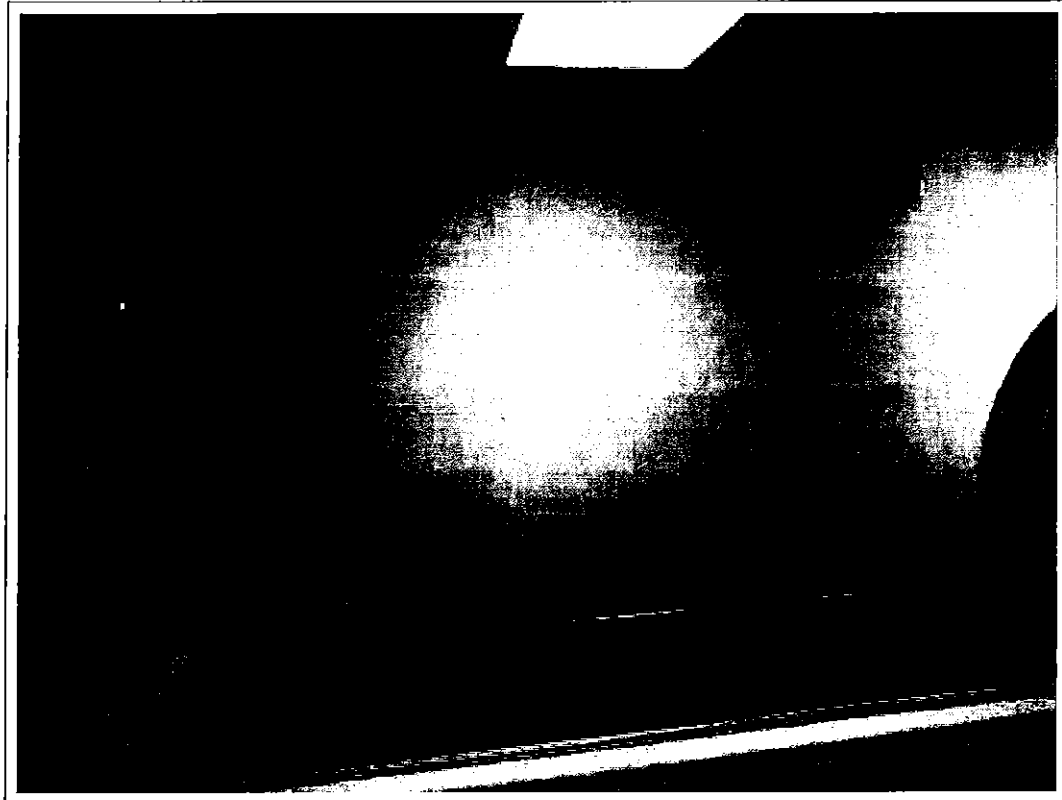


Photo 166:



Photo 167:

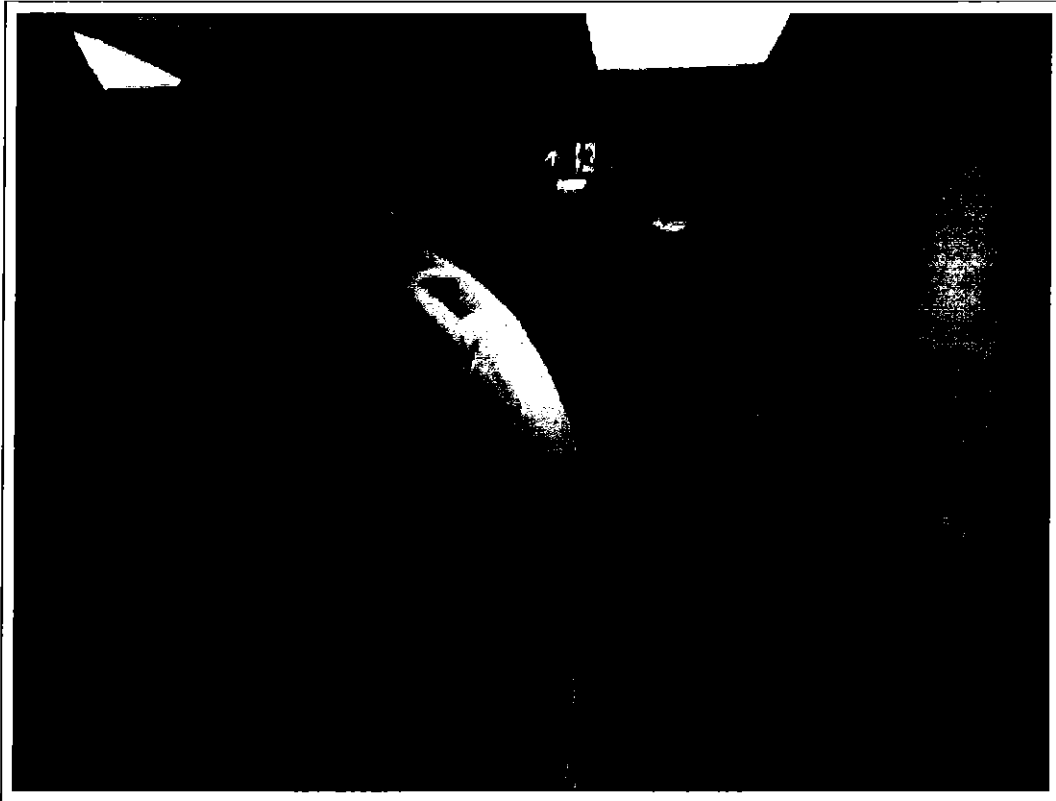


Photo 168:



Photo 169:



Photo 170:

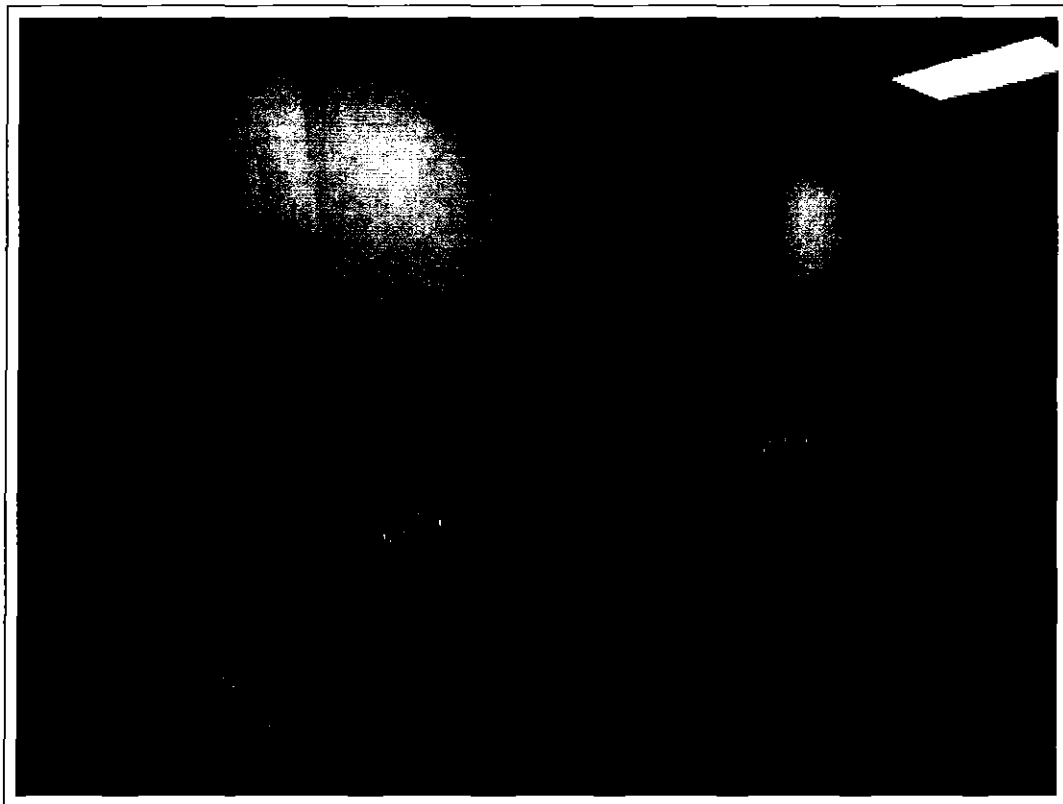


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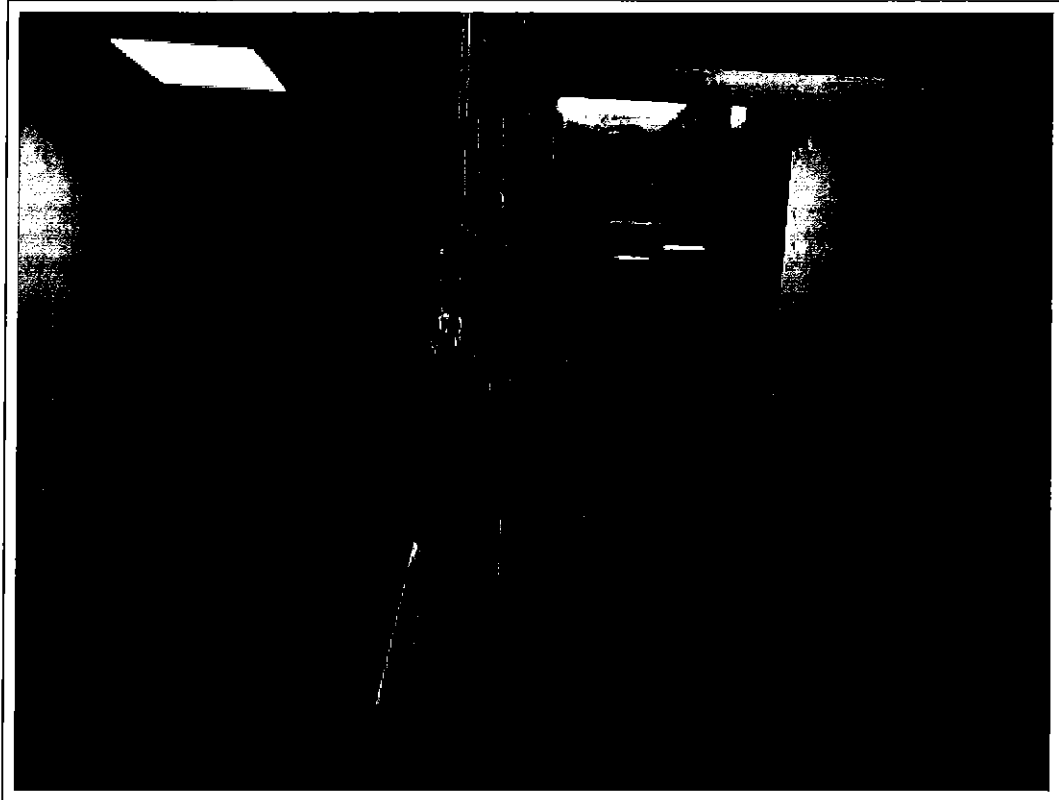


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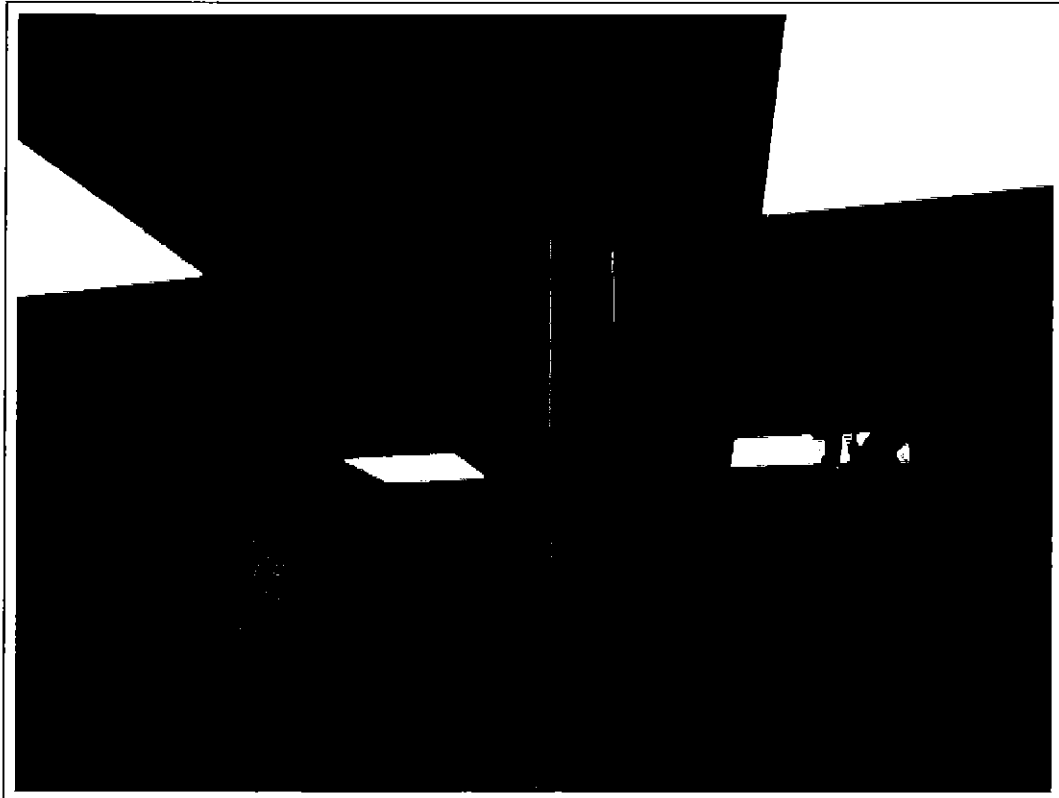


Photo 173:



Photo 174:



Photo 175:



Photo 176:



Photo 177:



Photo 178:



Photo 179:

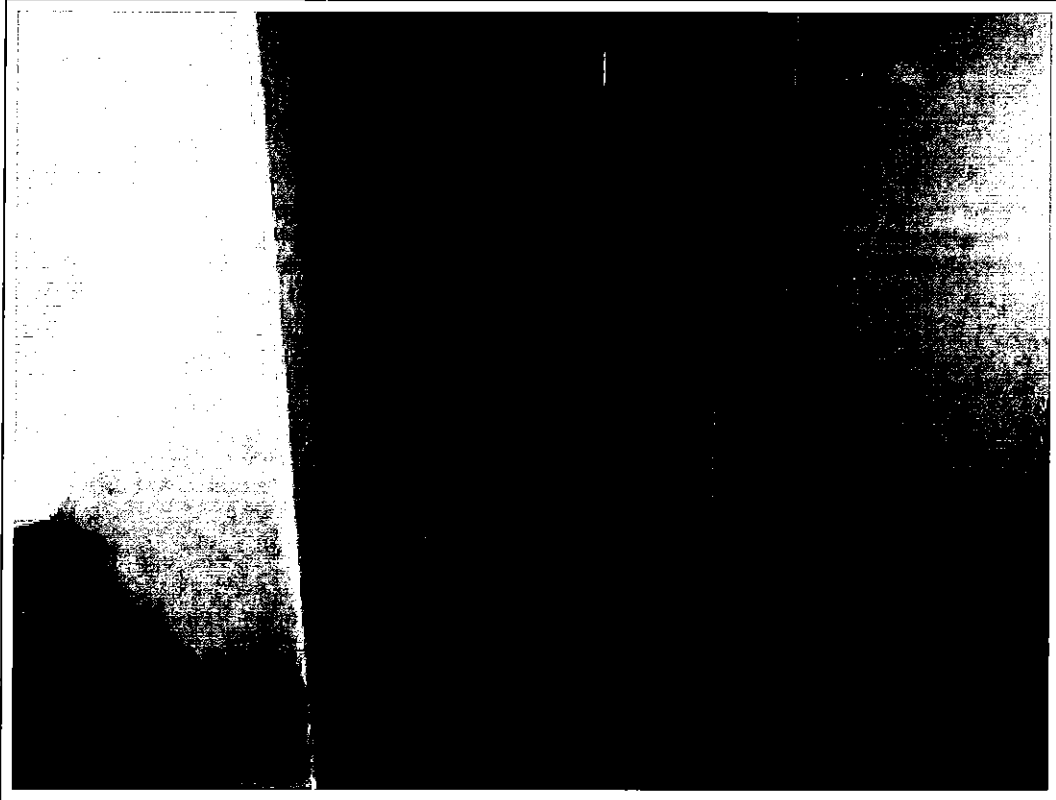


Photo 180:



Photo 181:

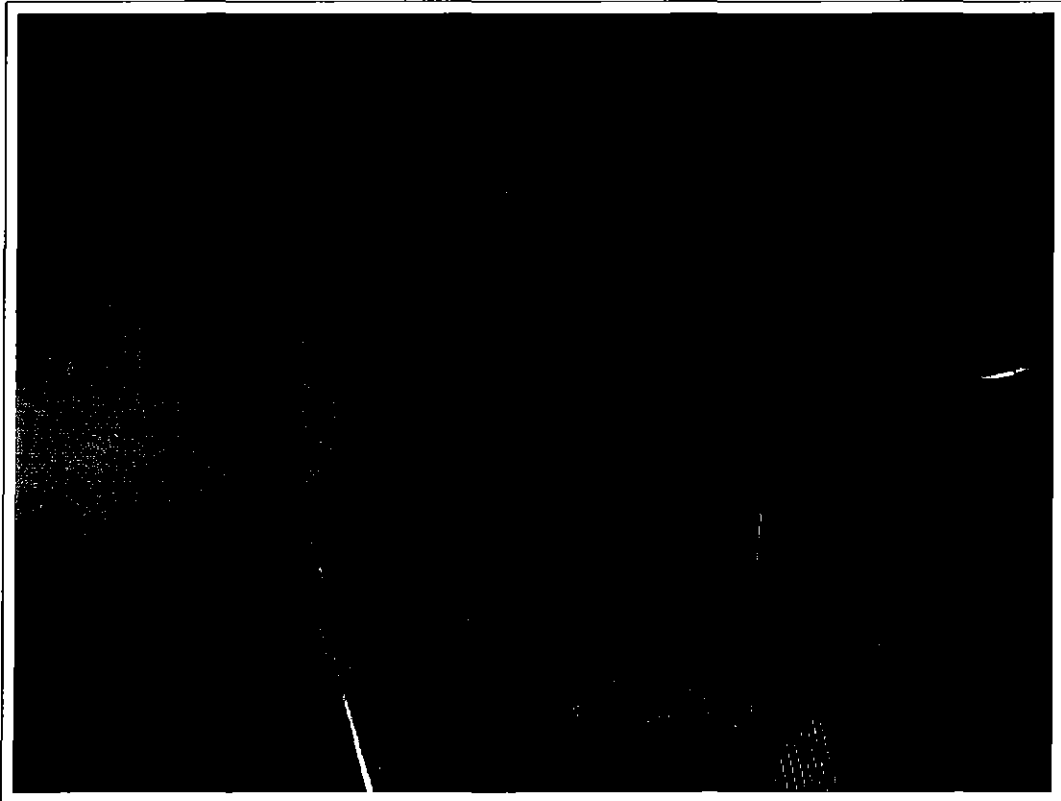


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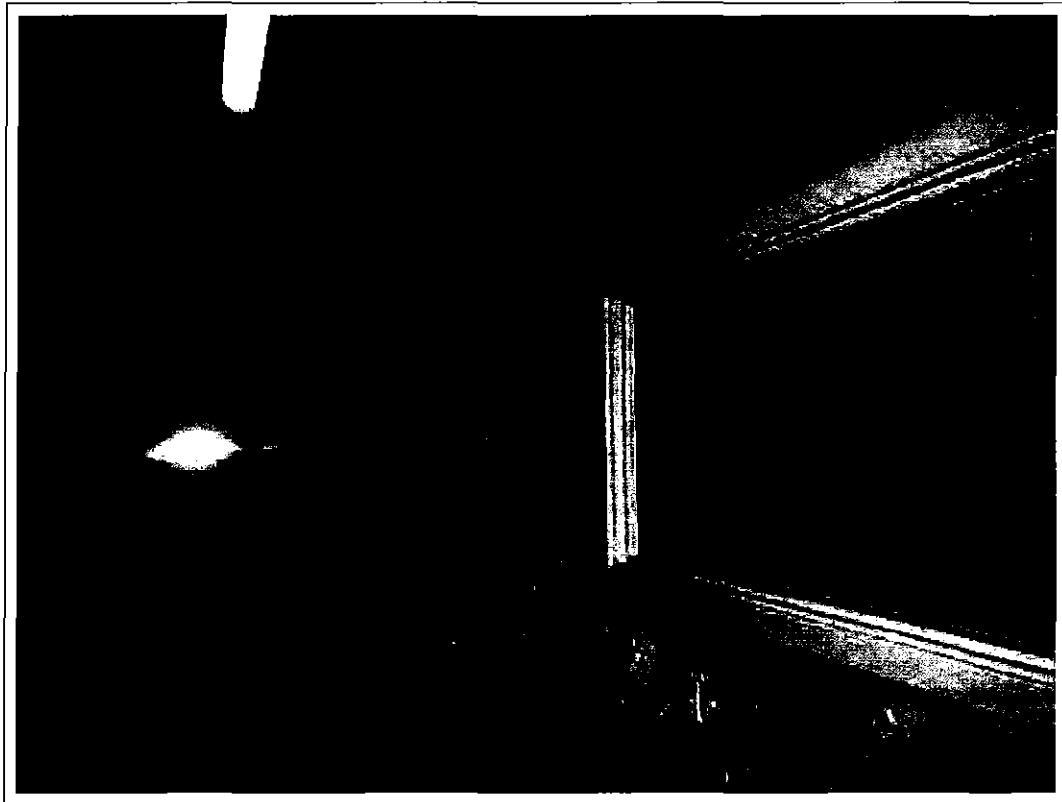


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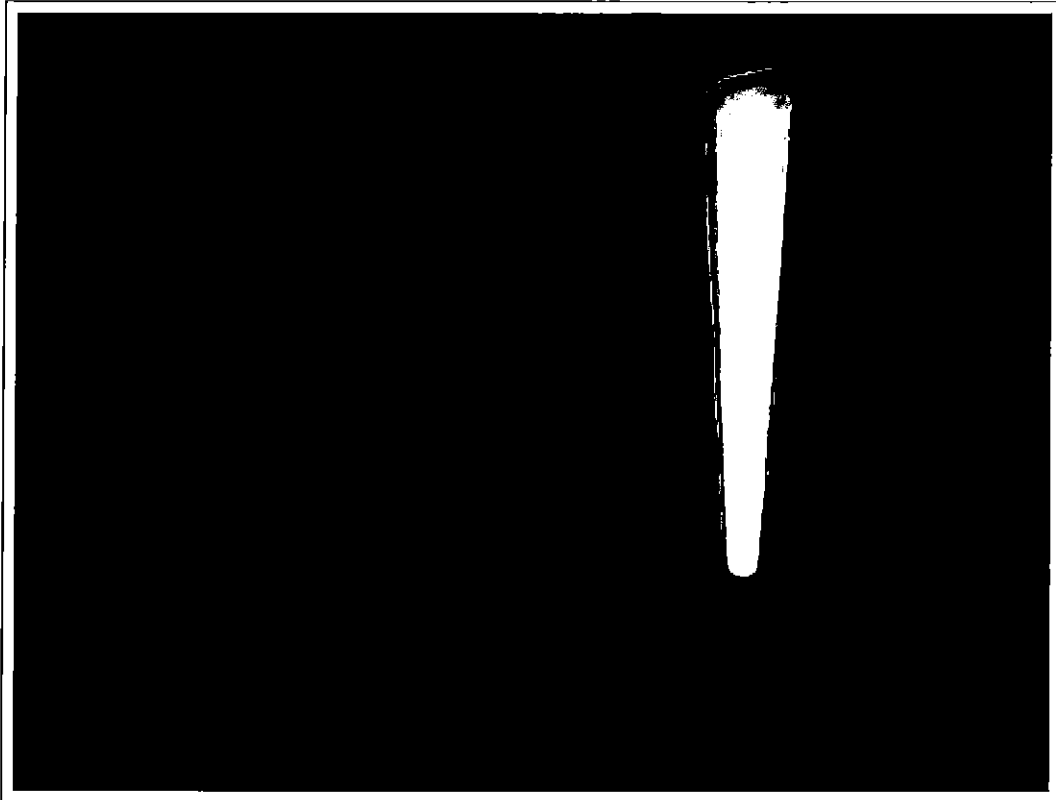


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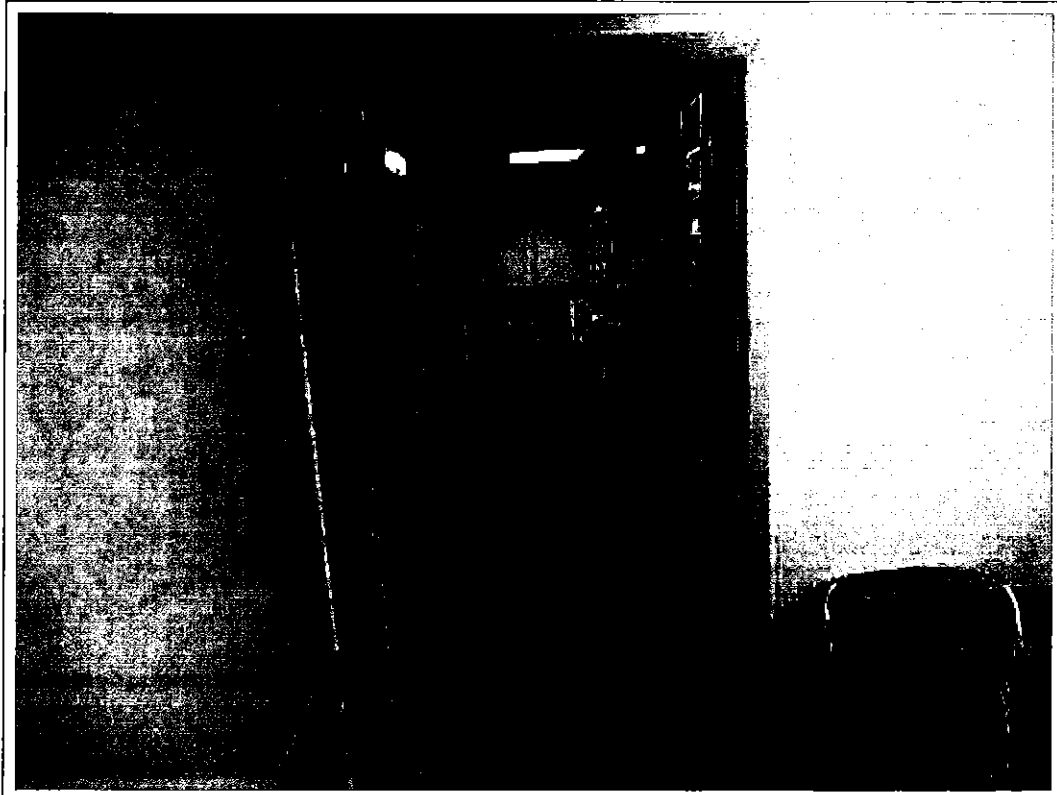


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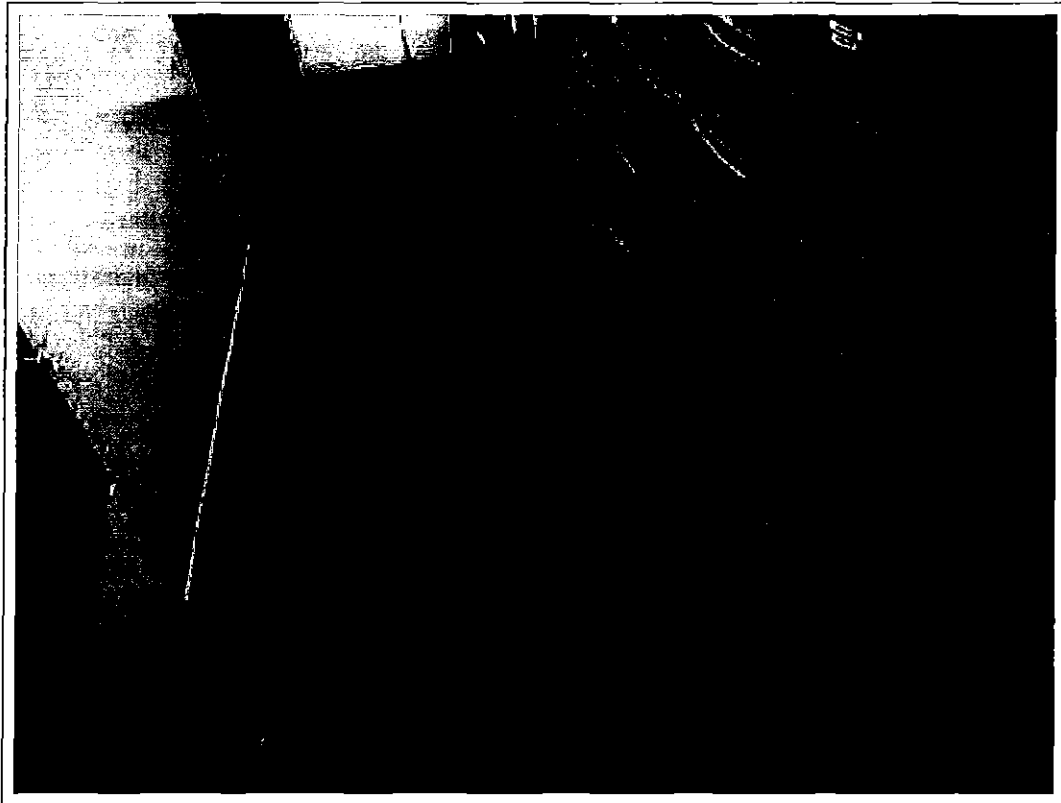


Photo 186:



Photo 187:

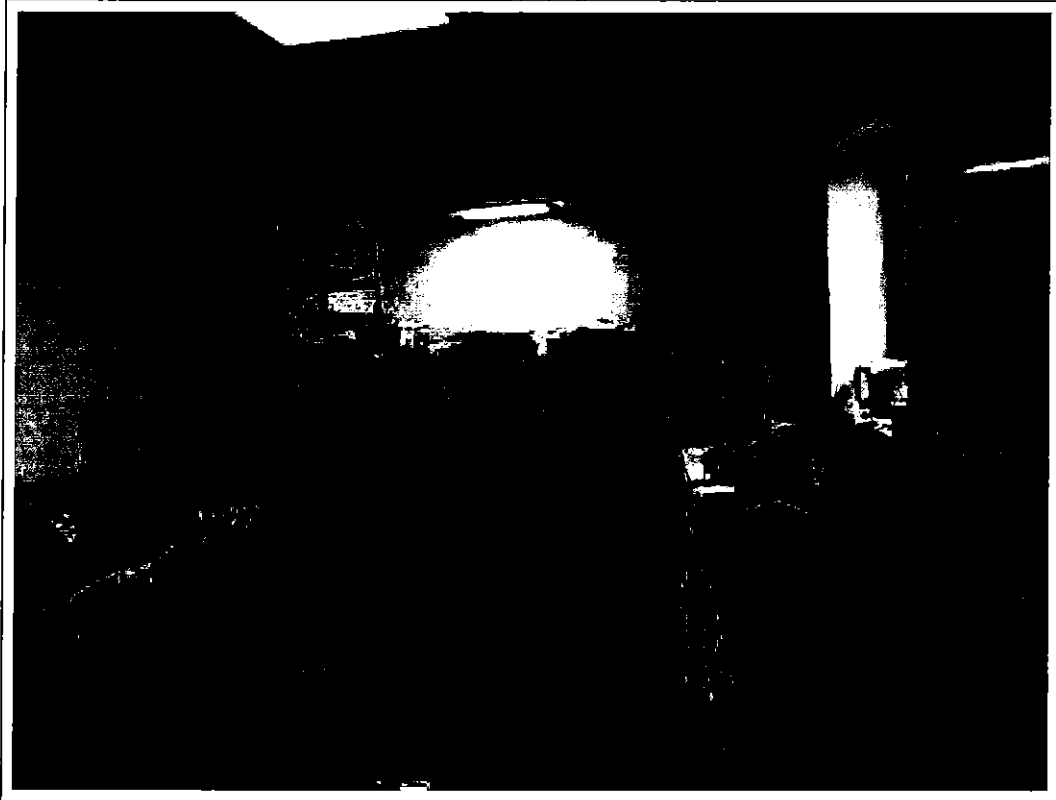


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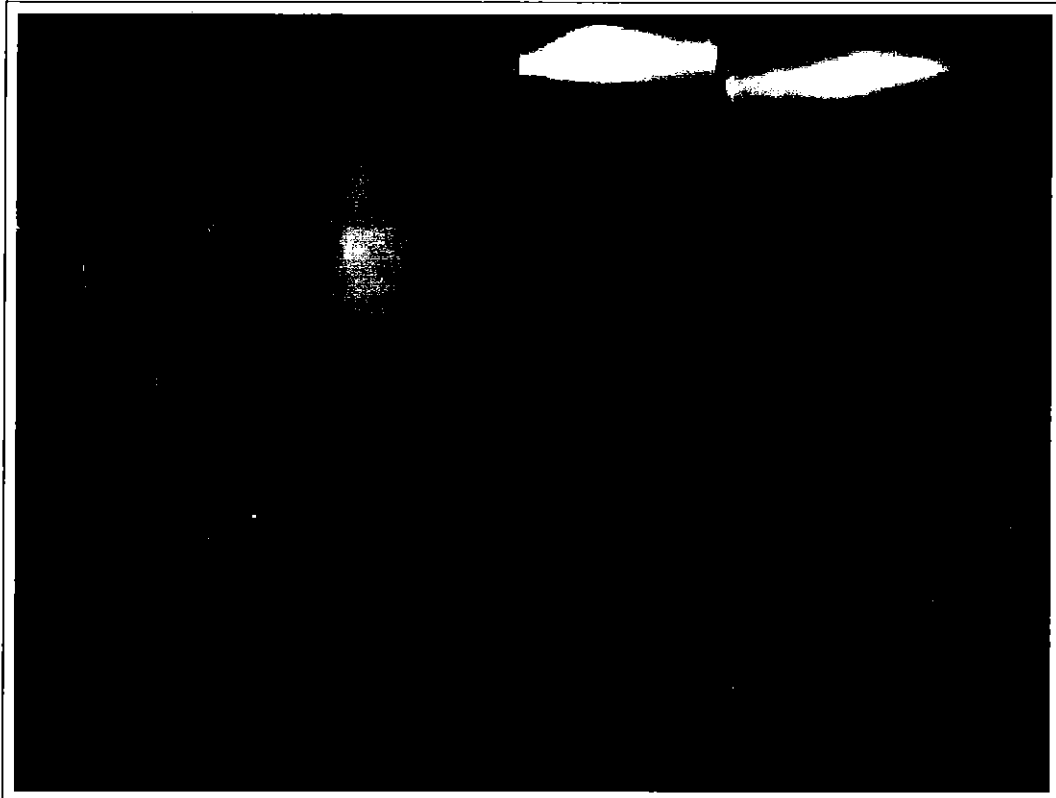


Photo 189:



Photo 190:

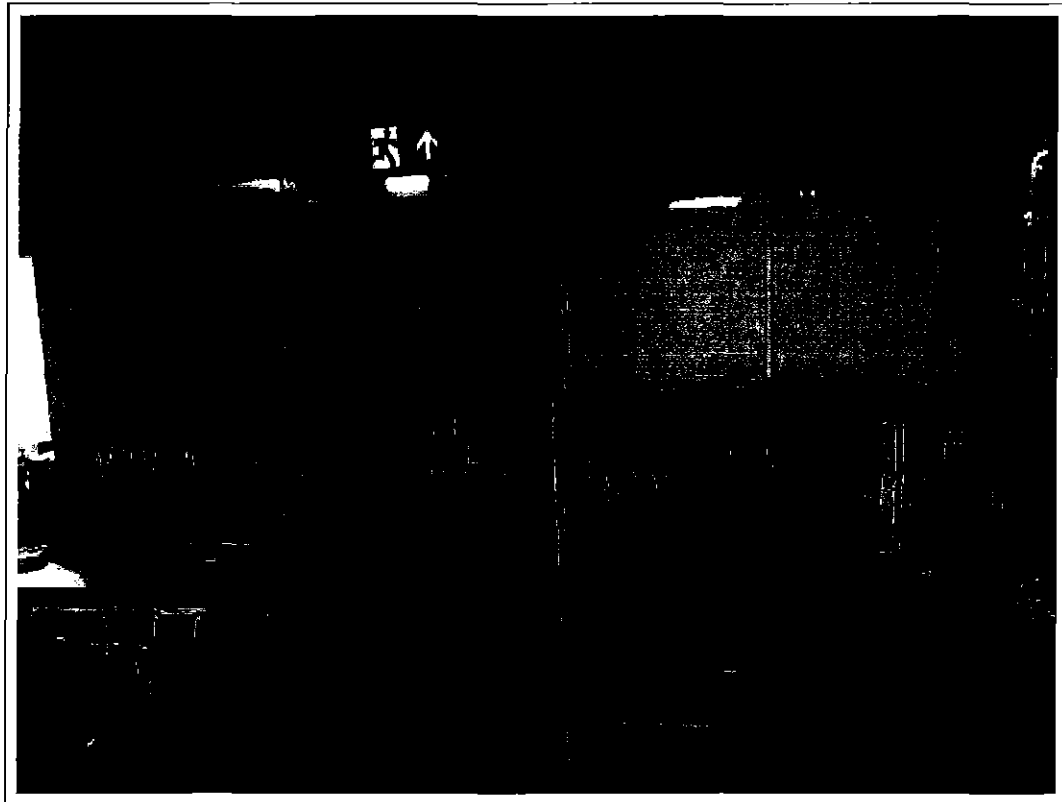


Photo 191:



Photo 192:

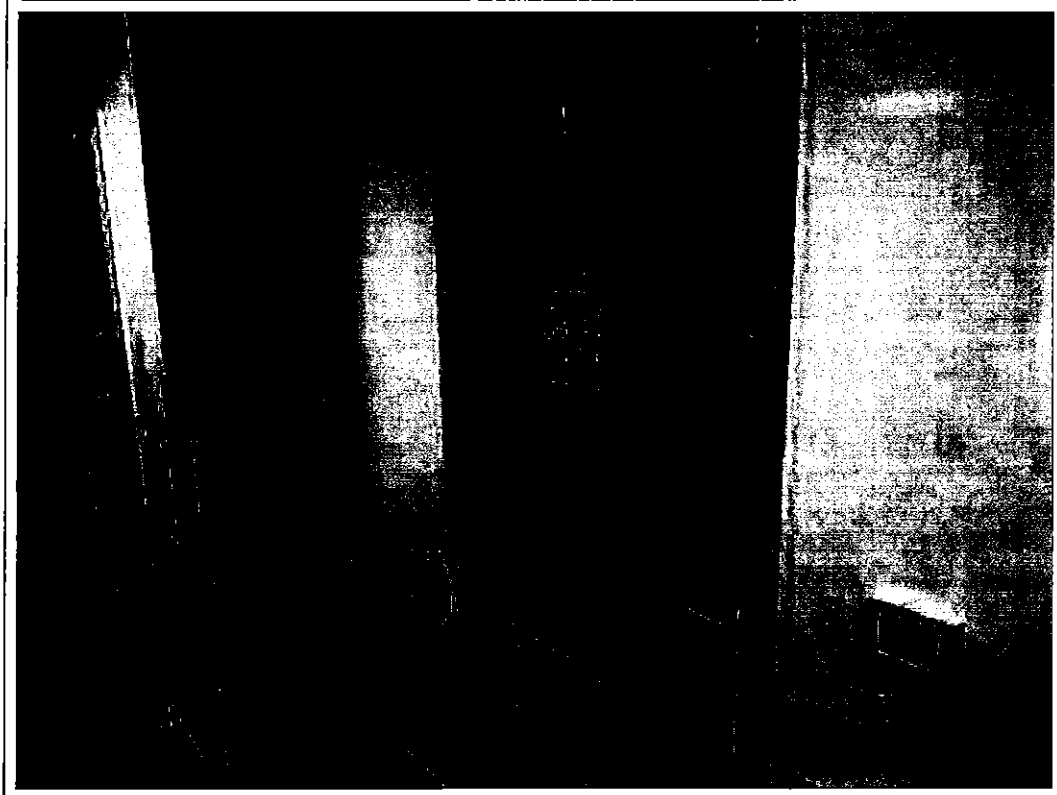


Photo 193:



Photo 194:



Photo 195:

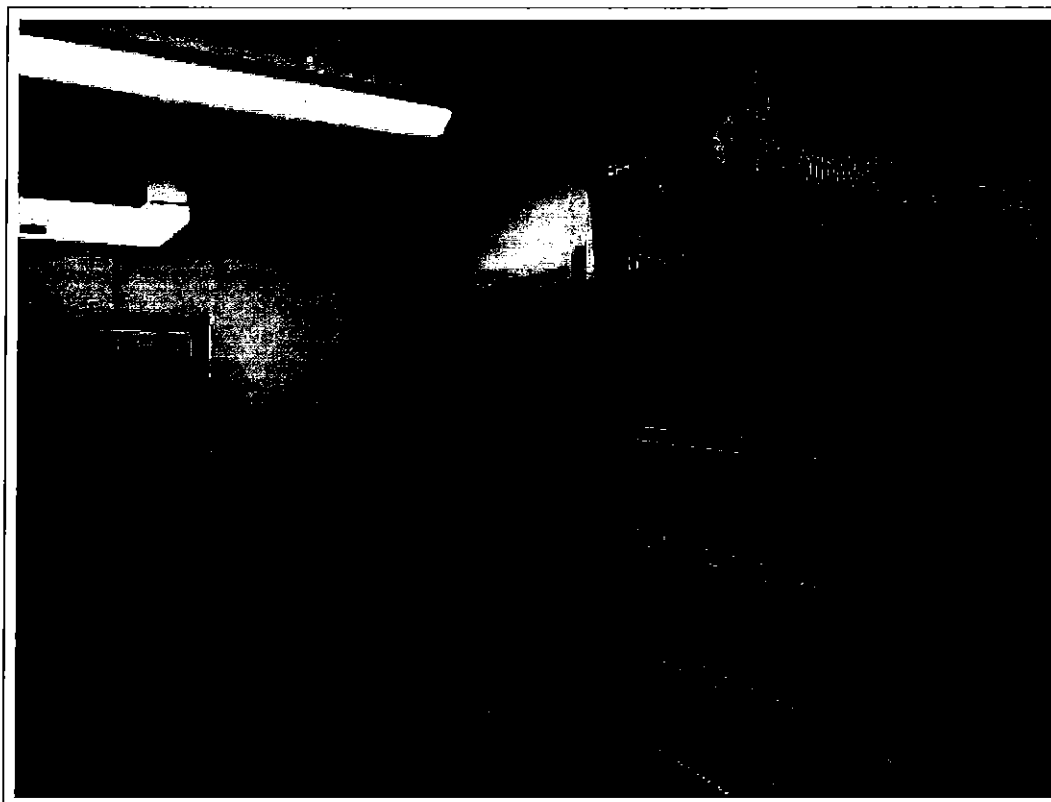


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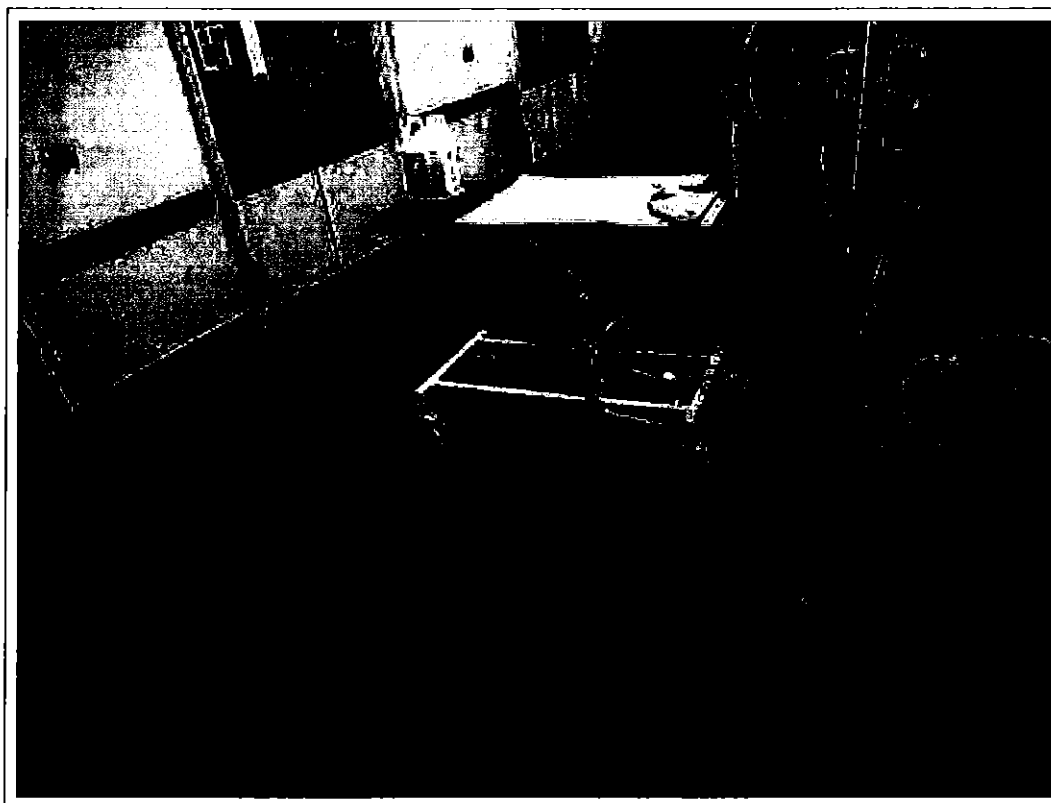


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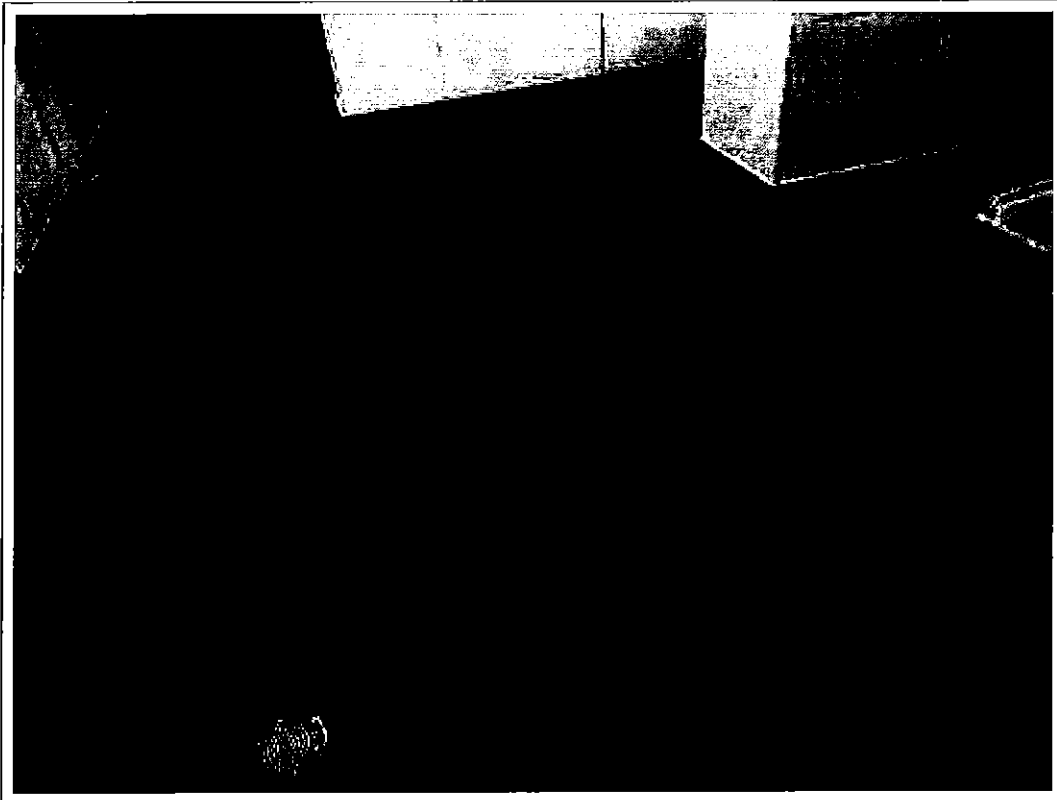


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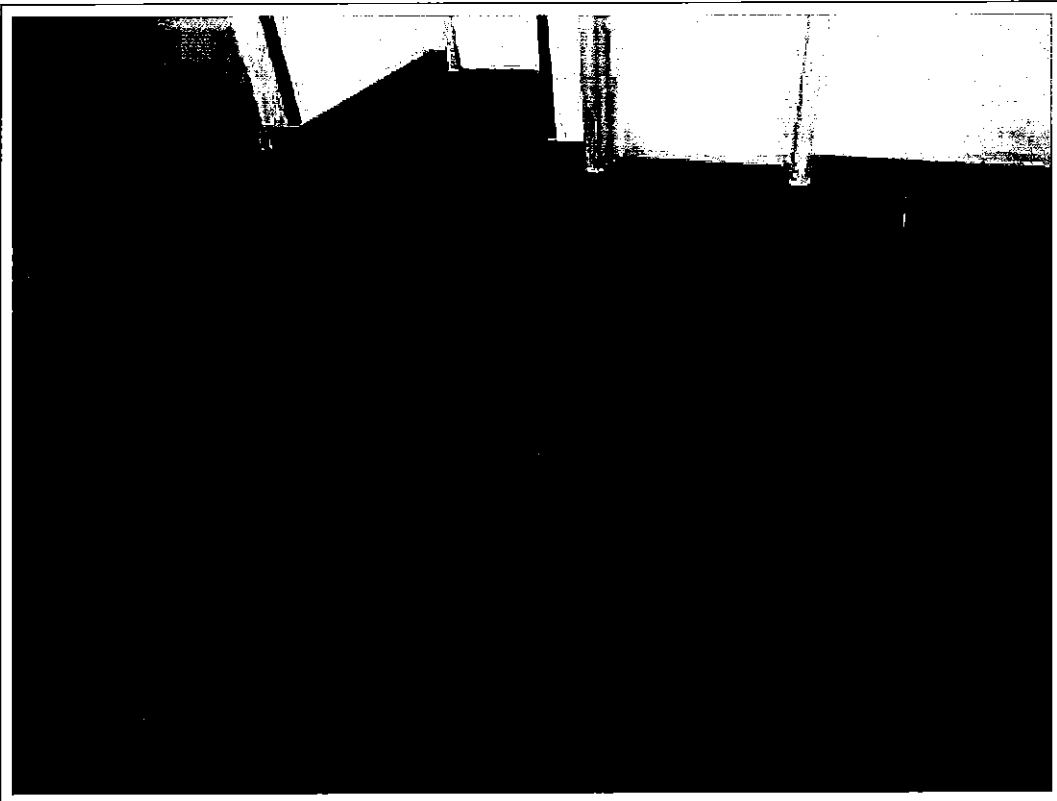


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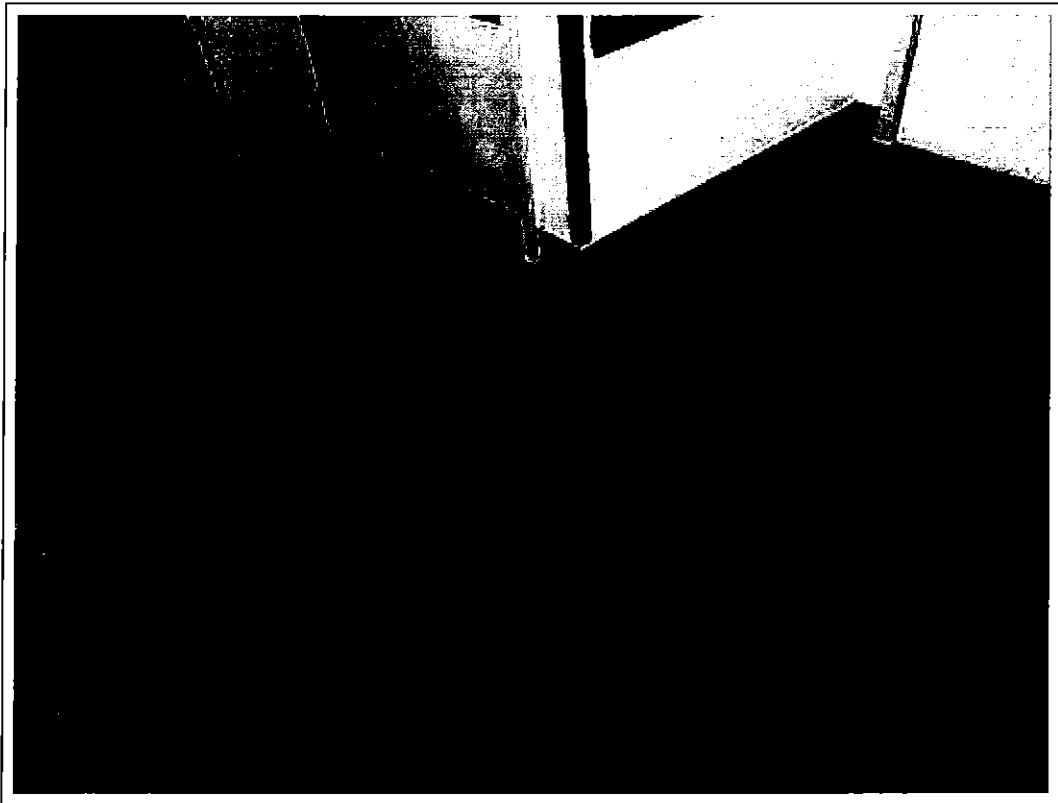


Photo 200:



Photo 201:



Photo 202:



Photo 203:



Photo 204:

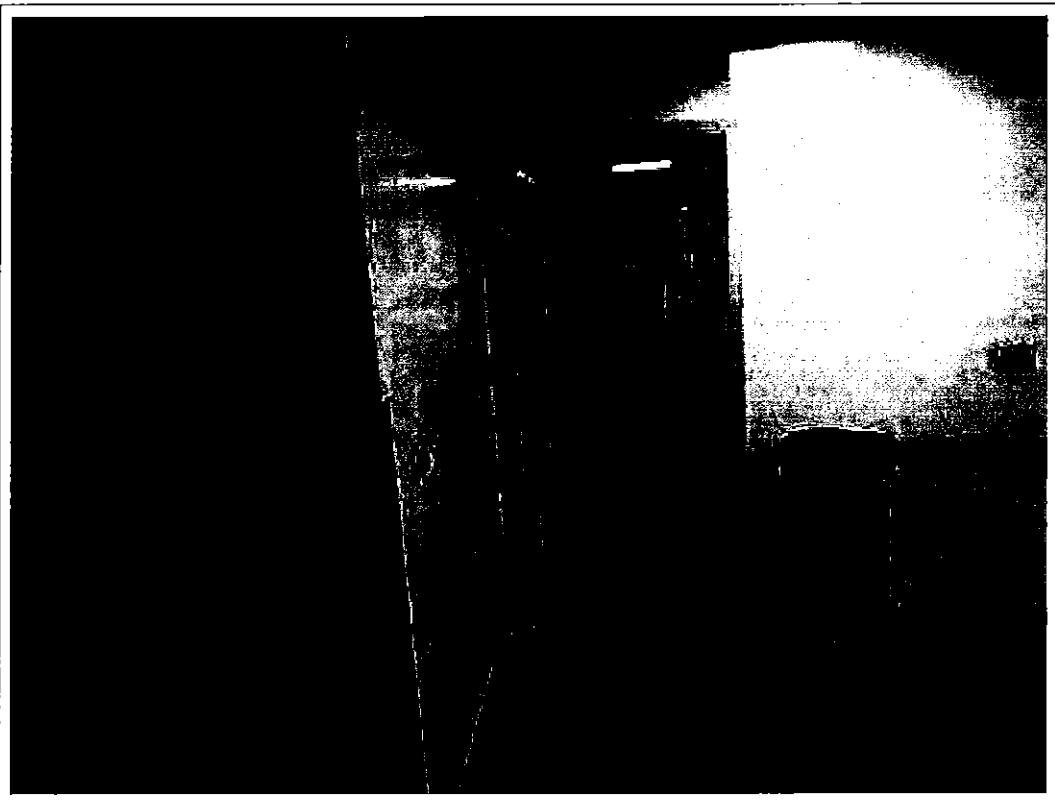


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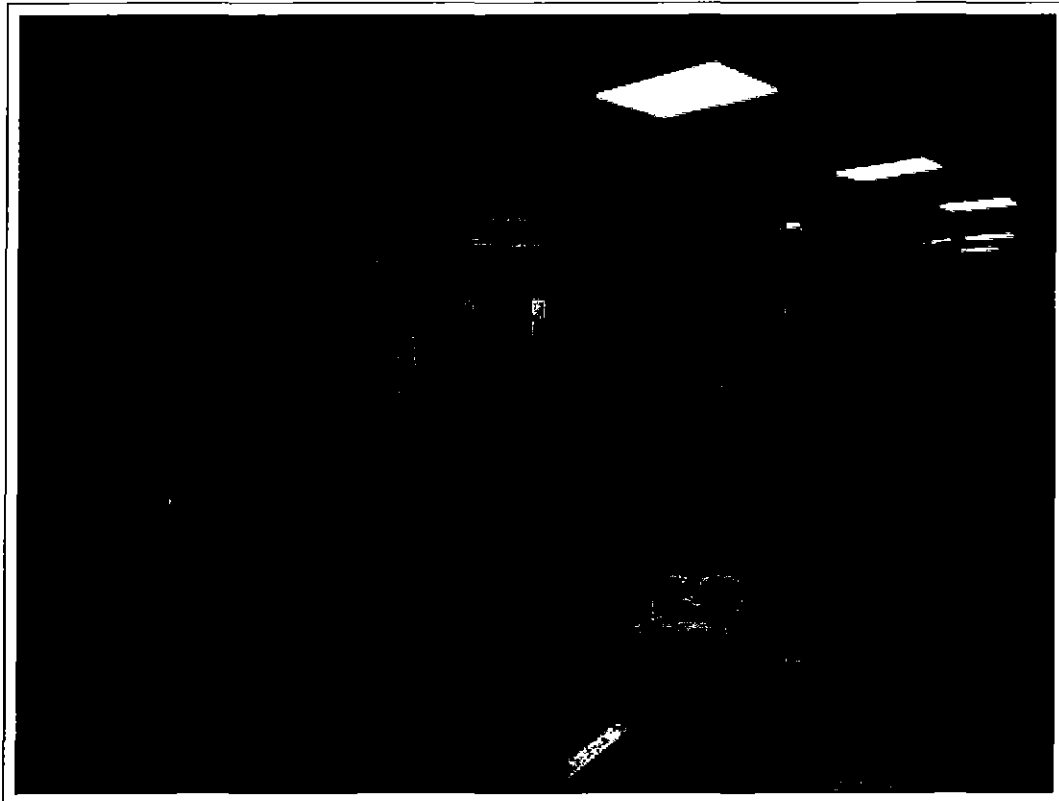


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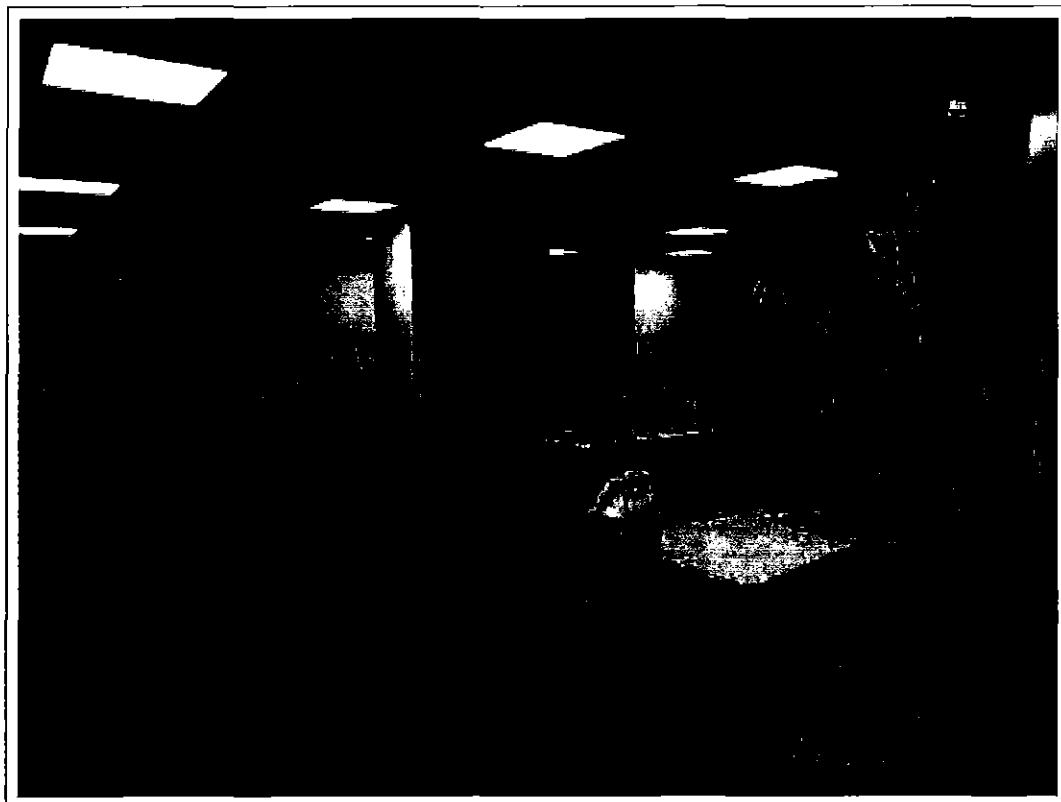


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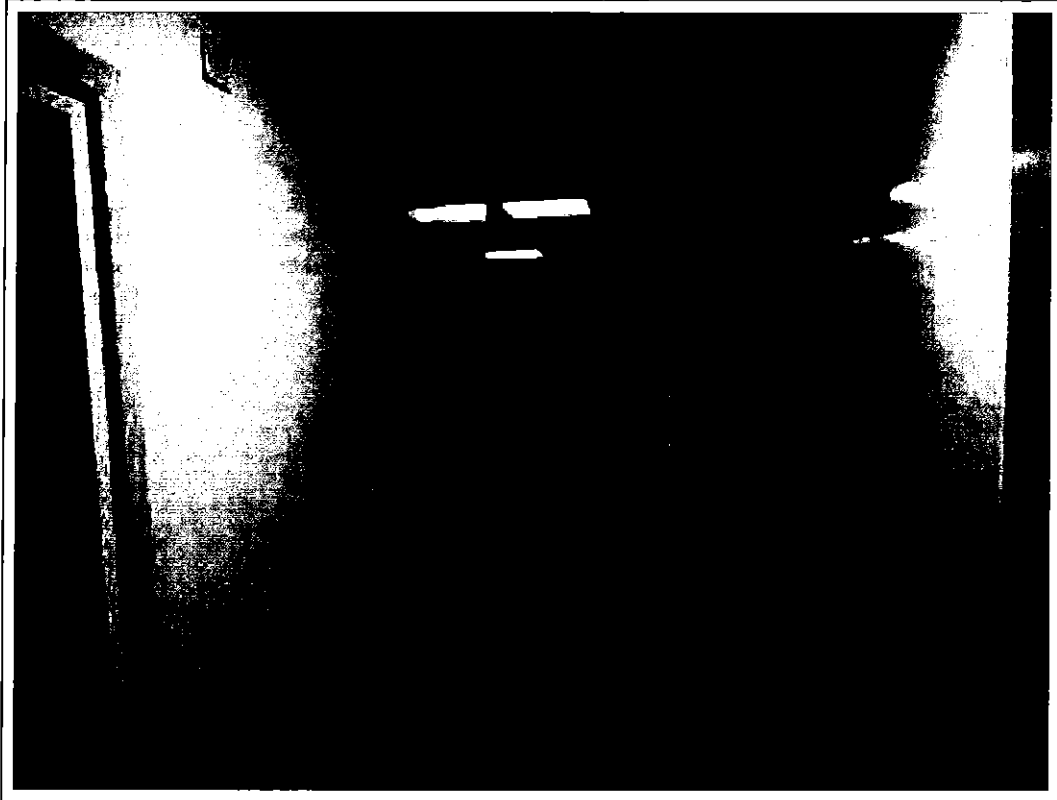


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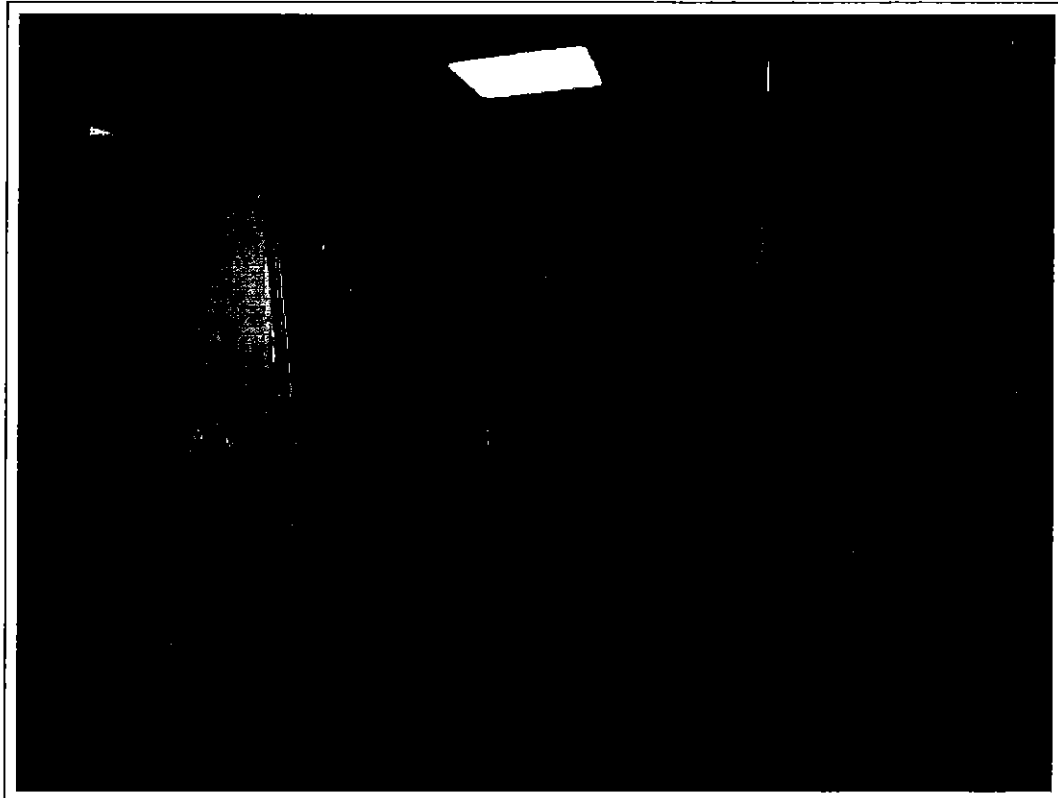


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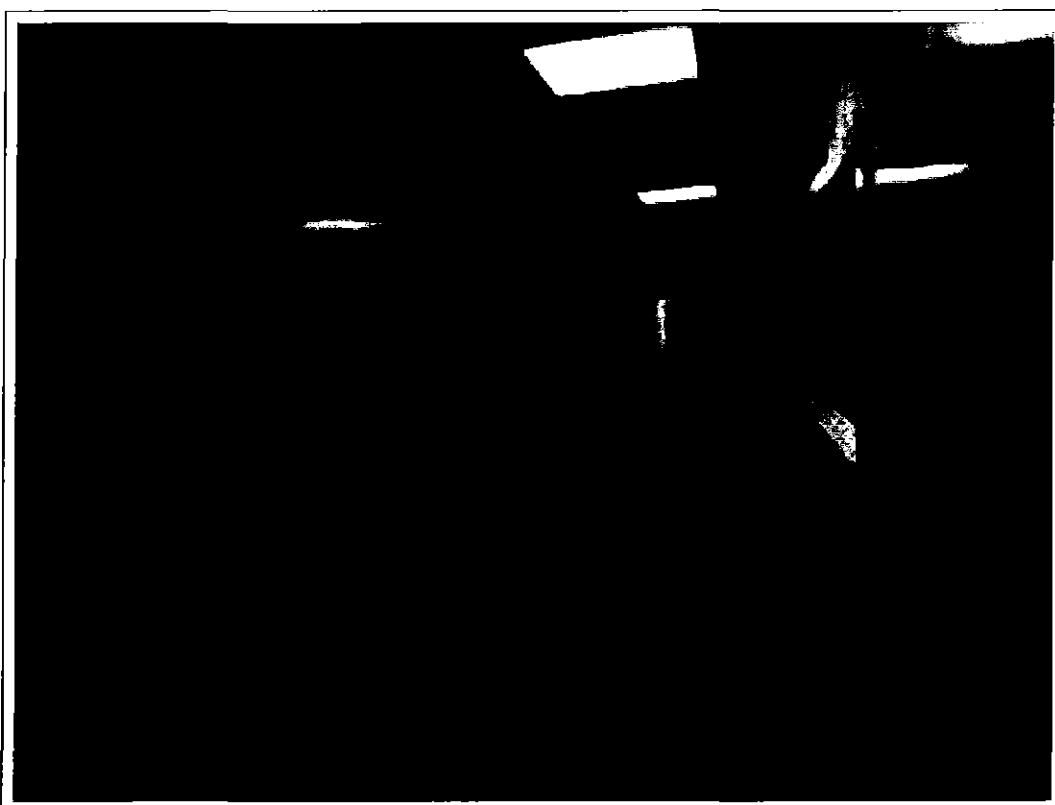


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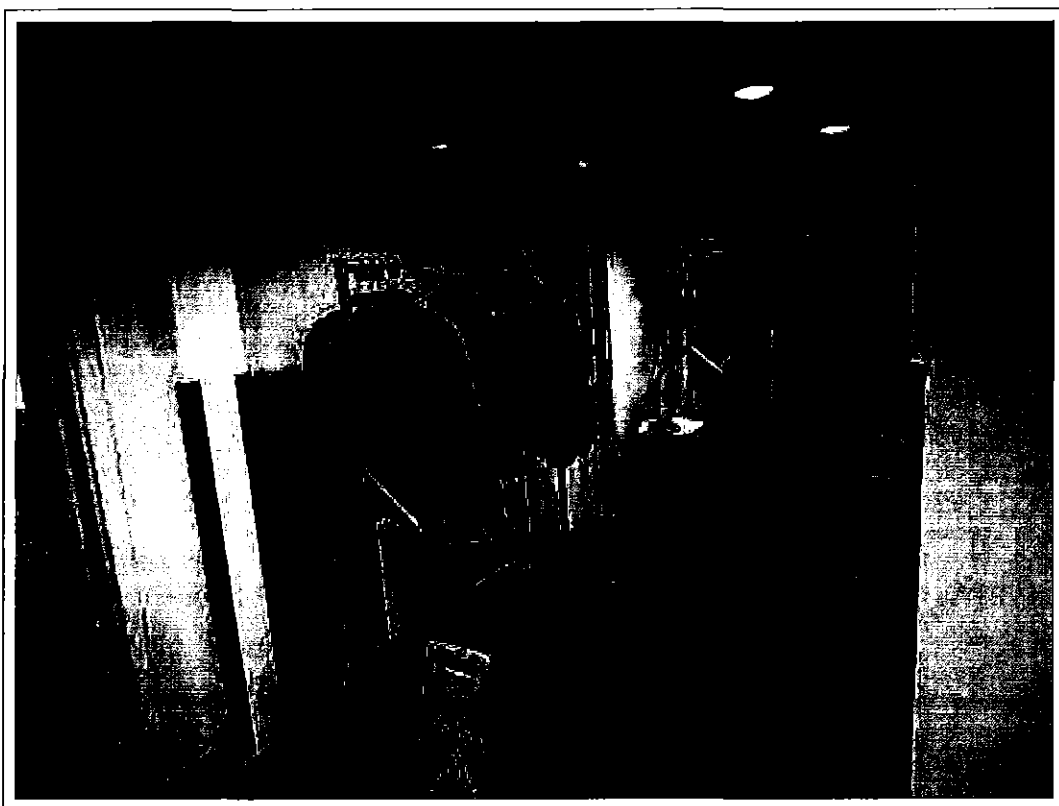


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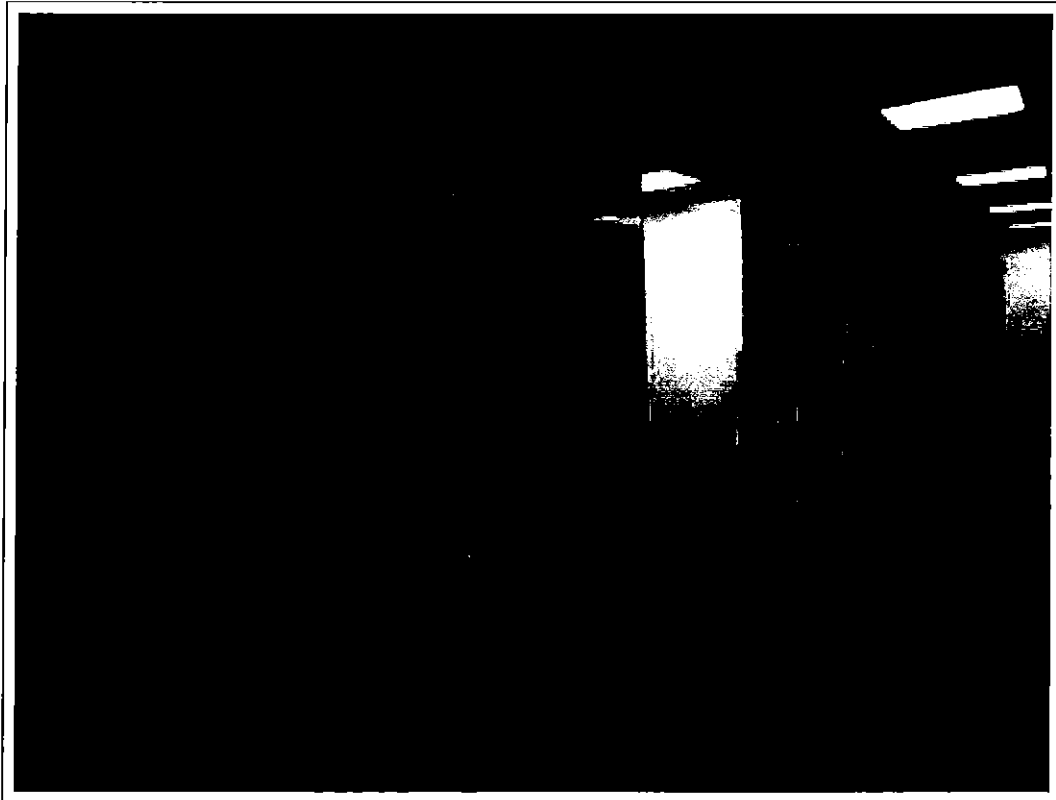


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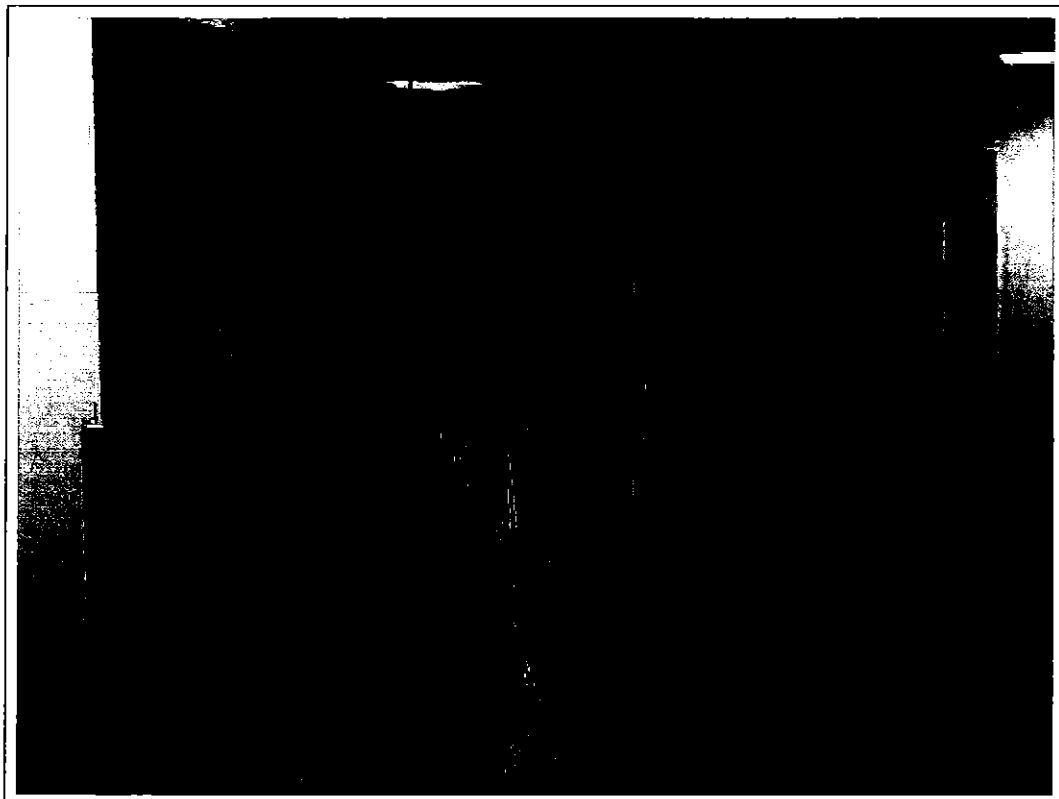


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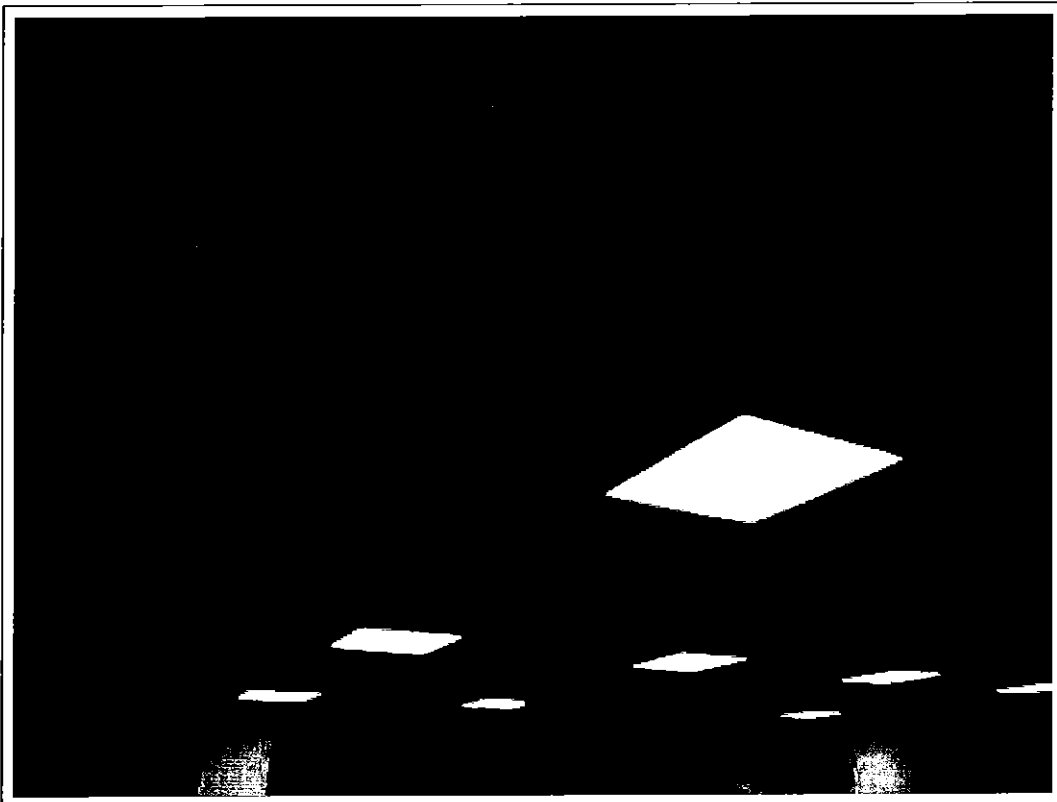


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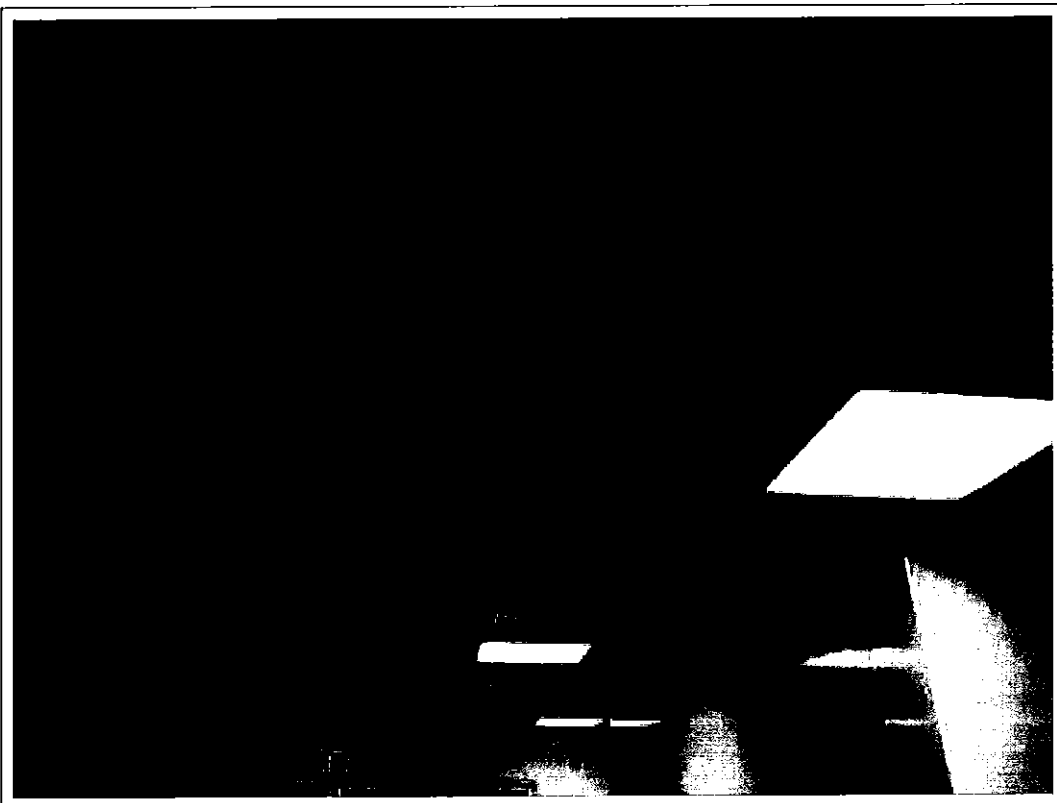


Photo 215:



Photo 216:

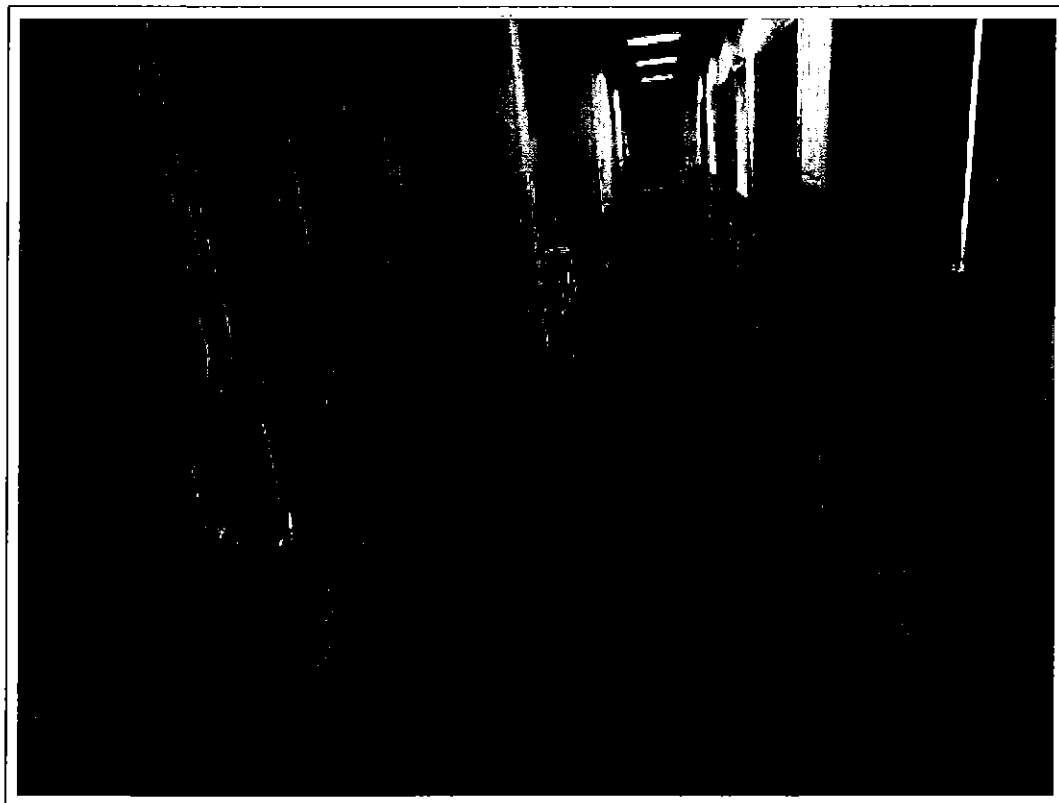


Photo 217:



Photo 218:



Photo 219:

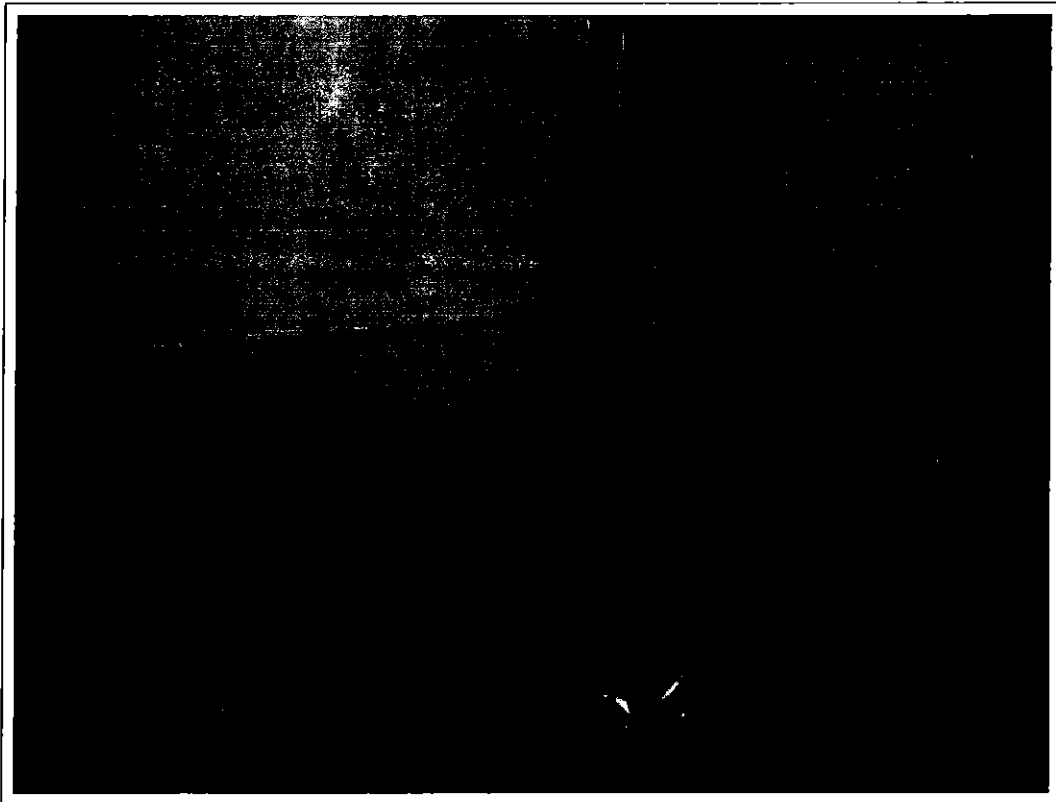


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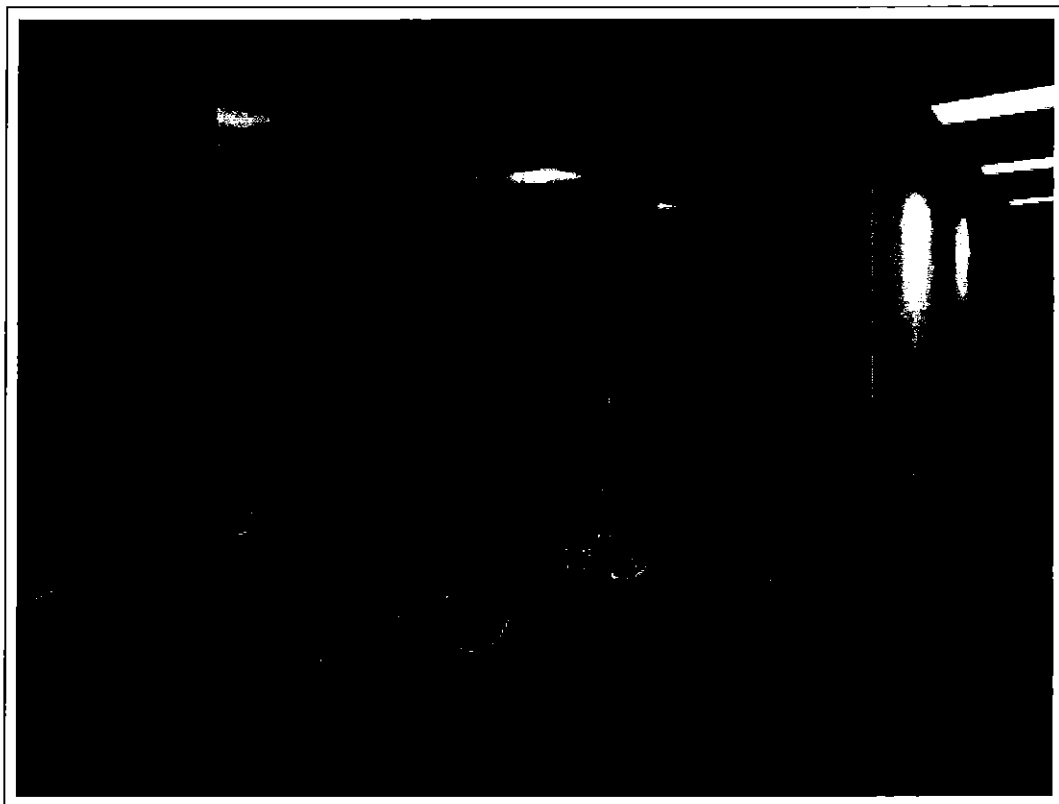


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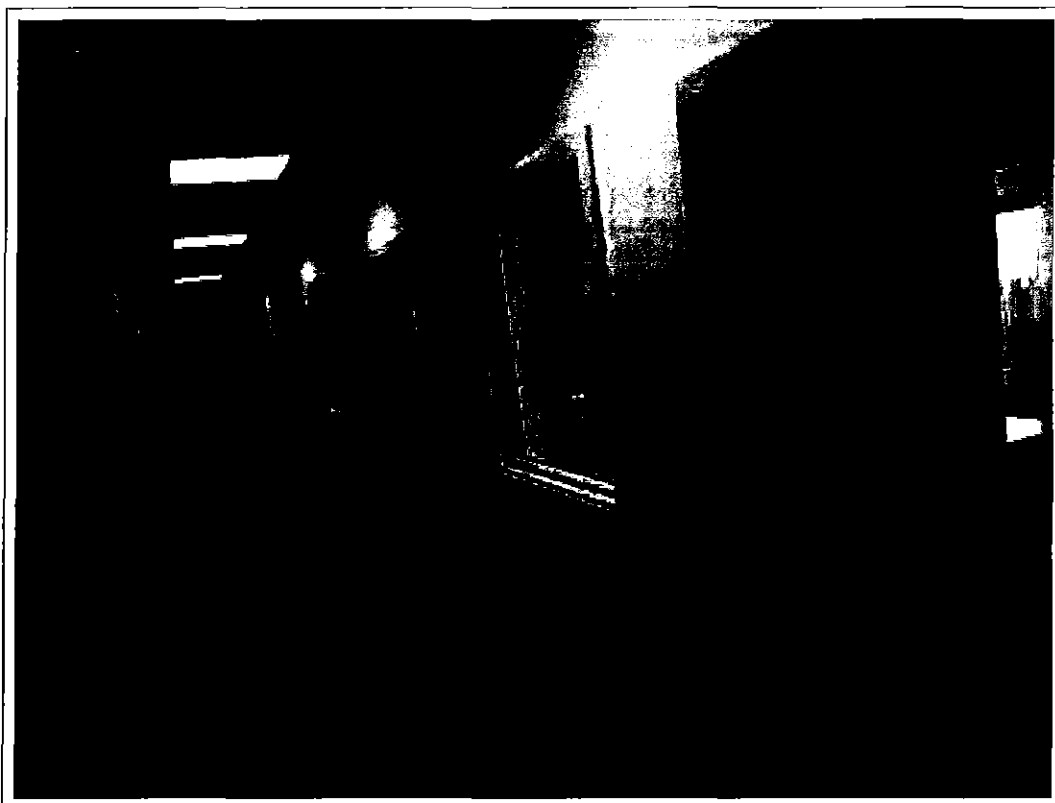


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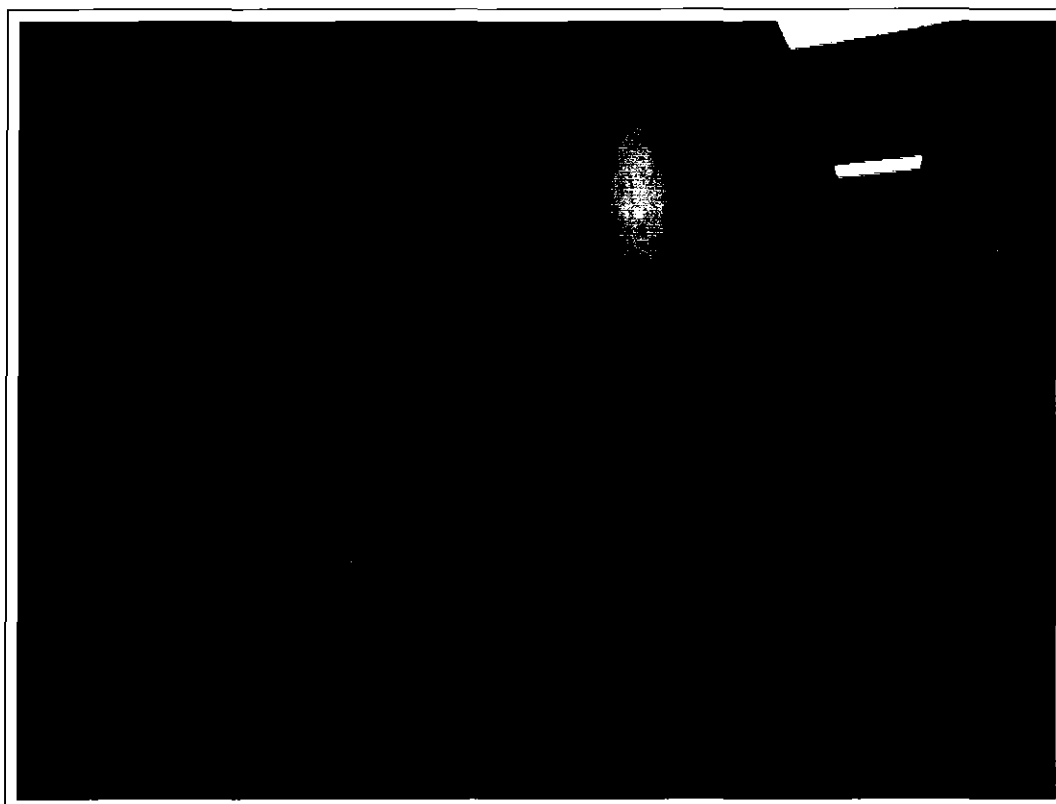


Photo 223:



Photo 224:



Photo 225:

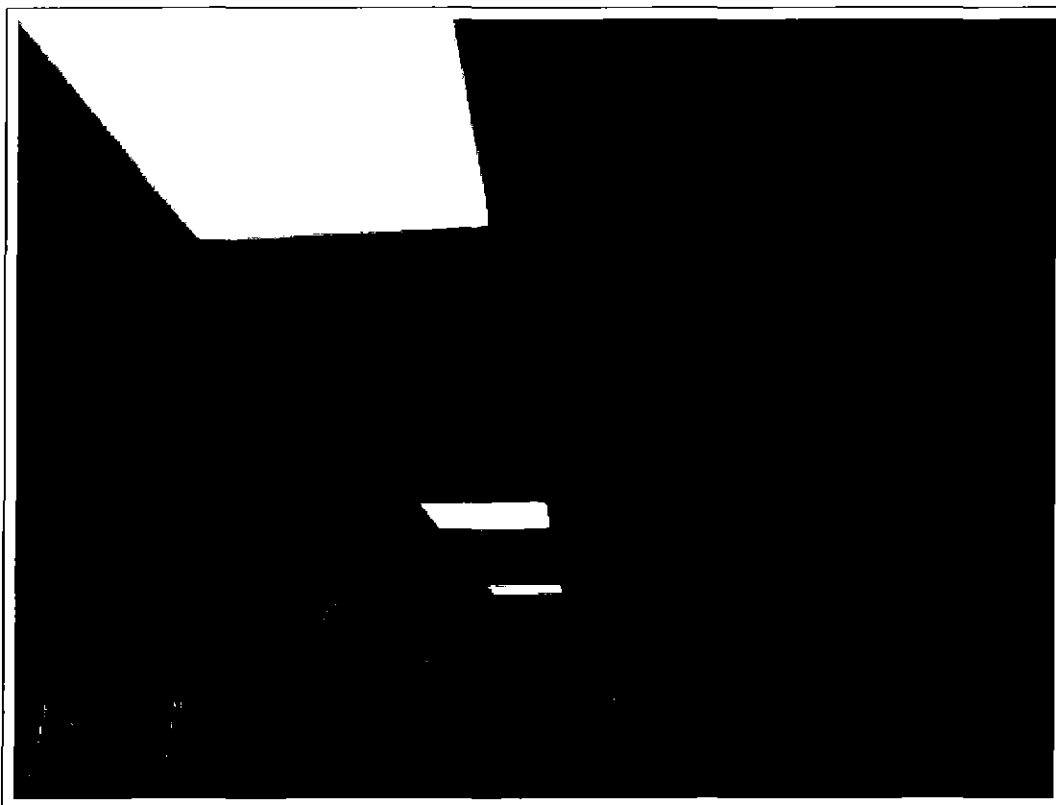


Photo 226:



Photo 227:

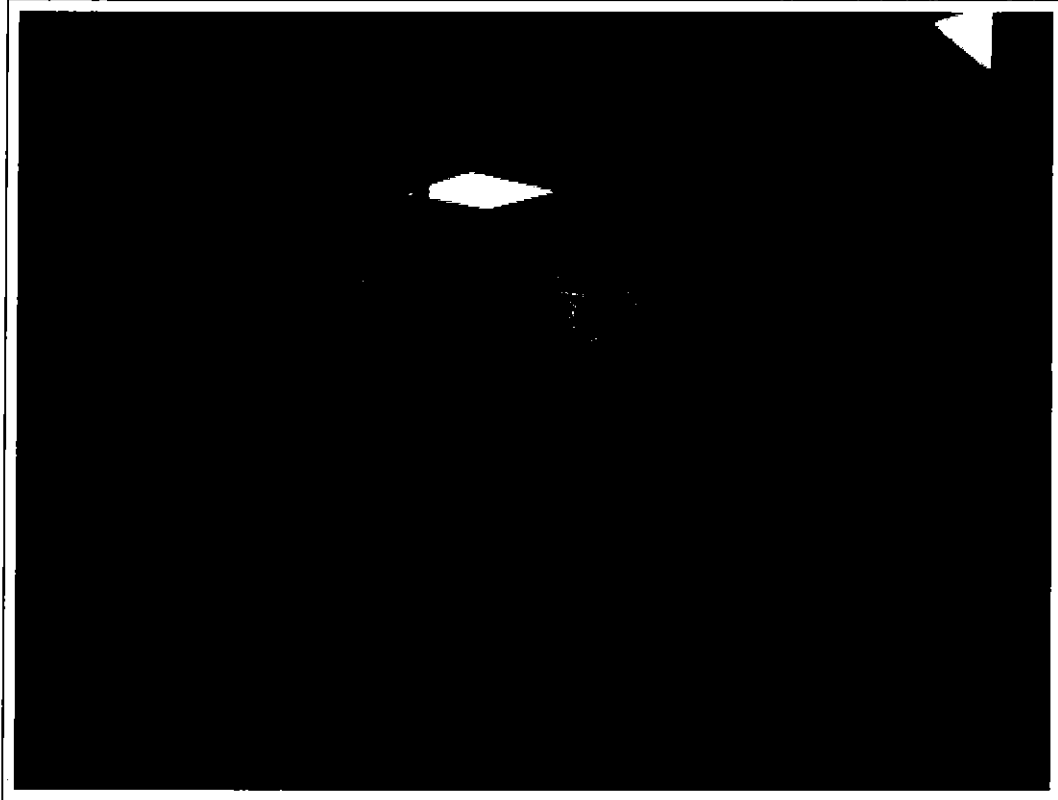


Photo 228:



Photo 229:



Photo 230:



Photo 231:

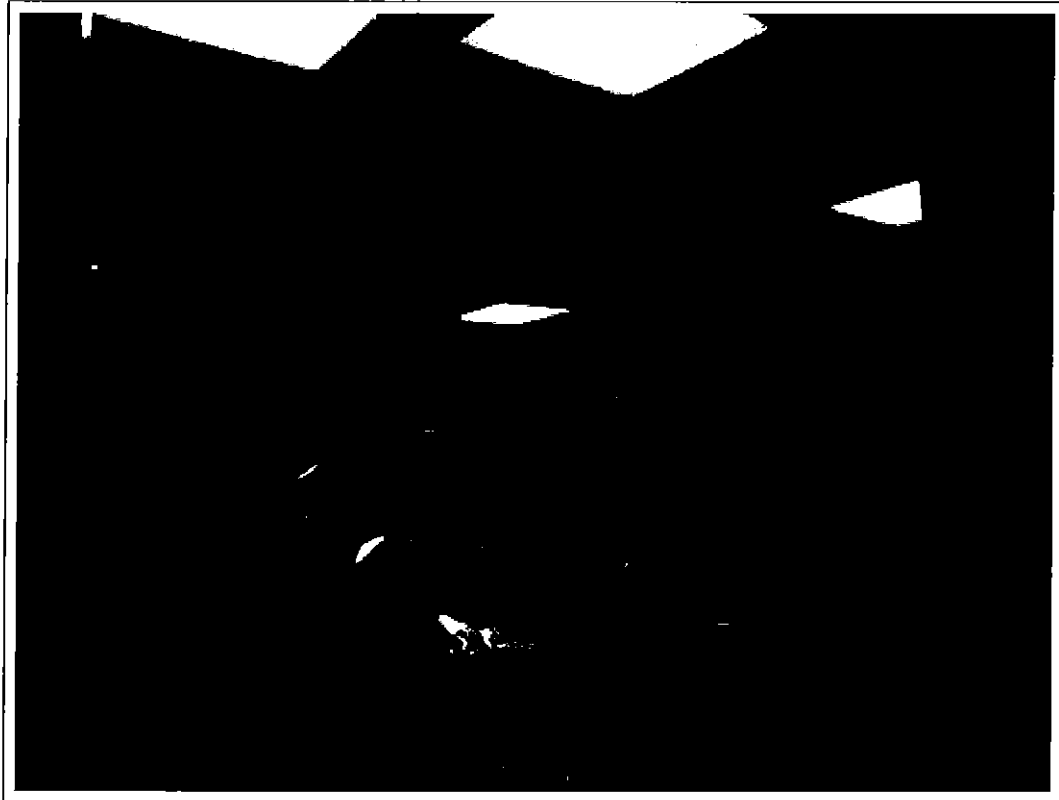


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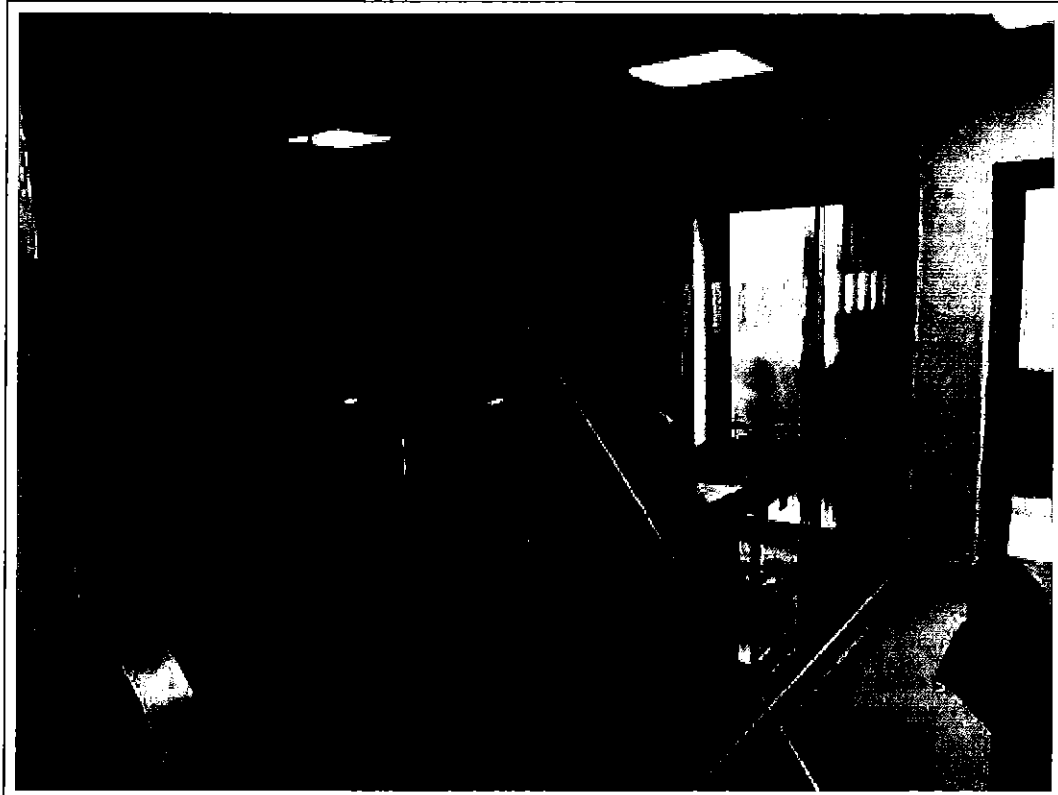


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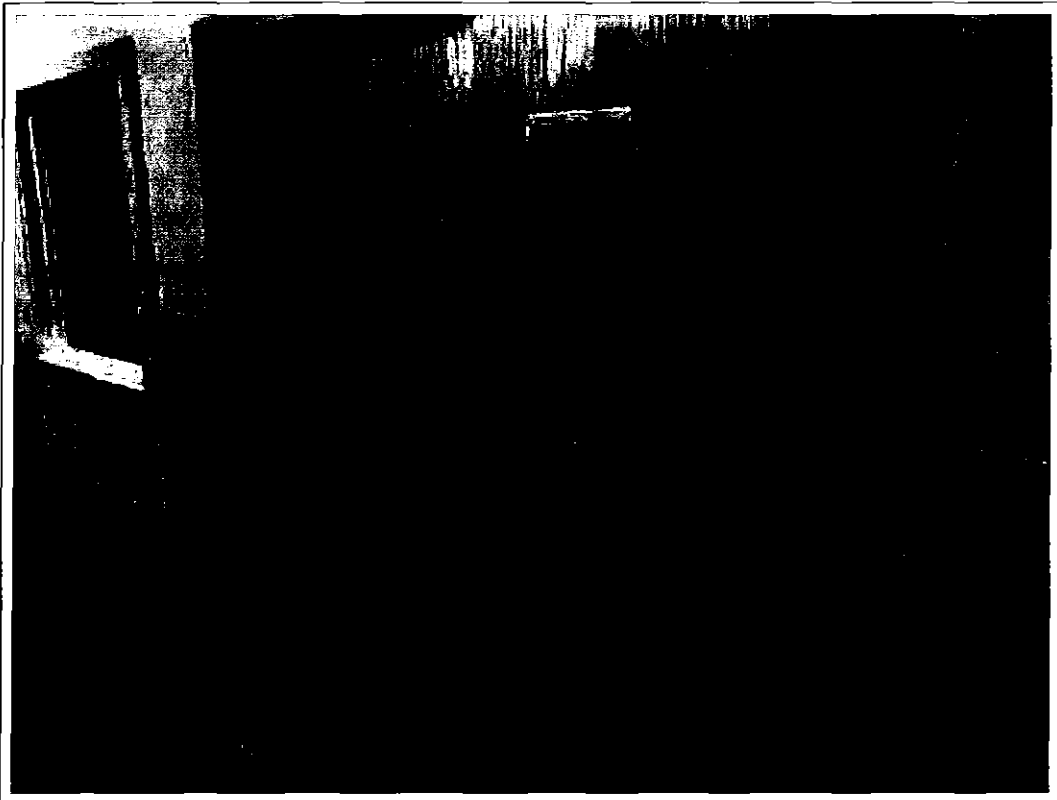


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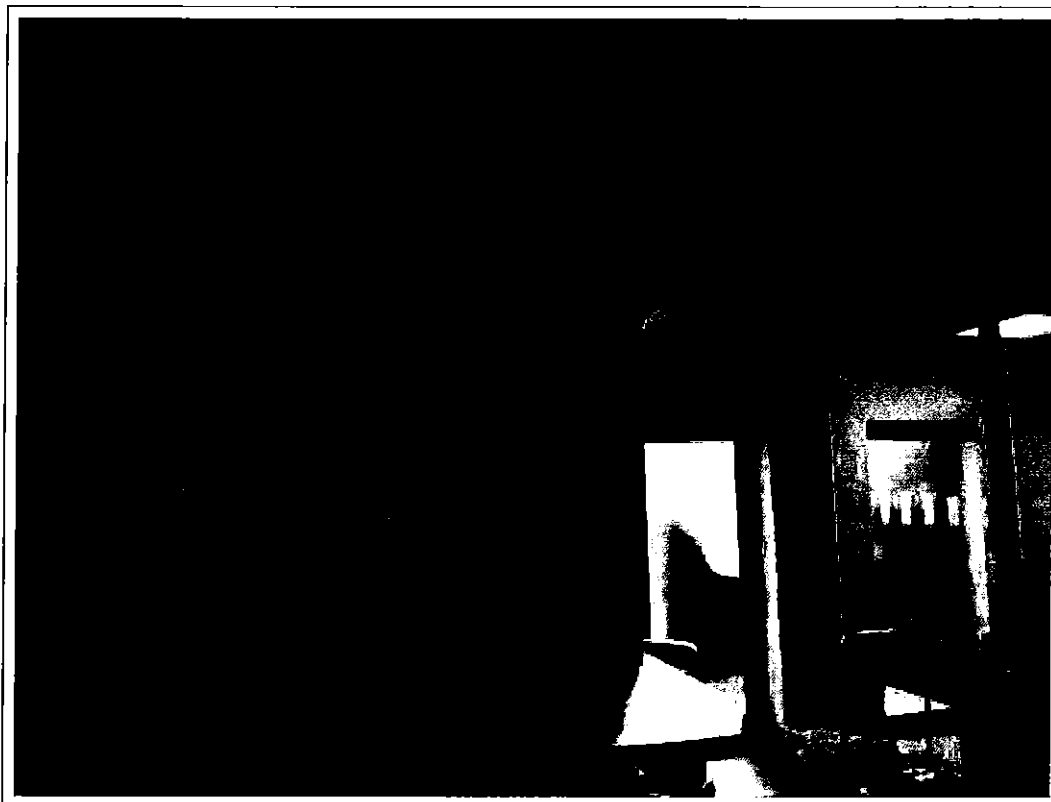


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Photo 237:



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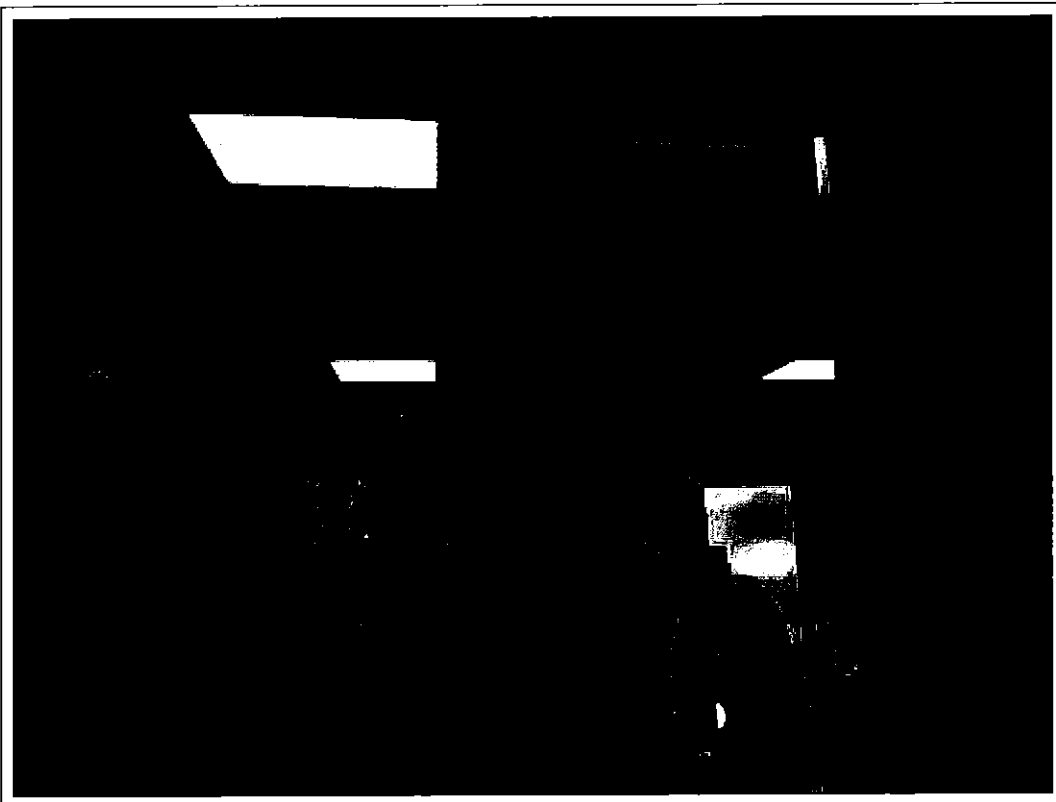


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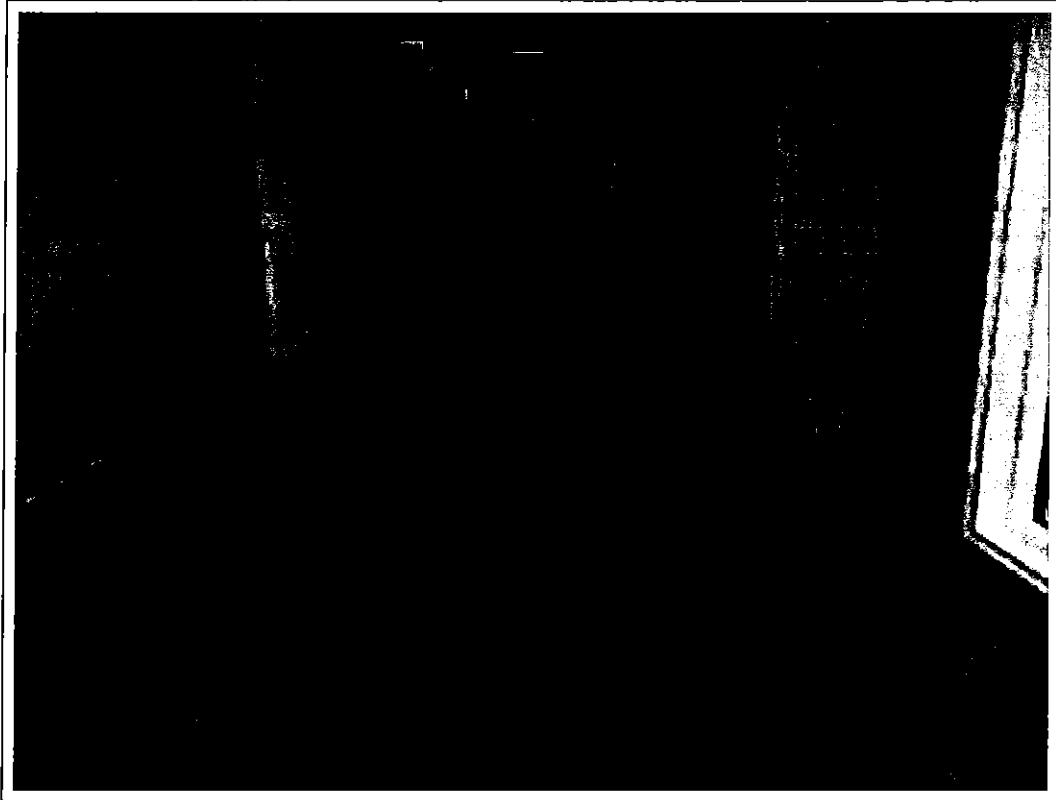


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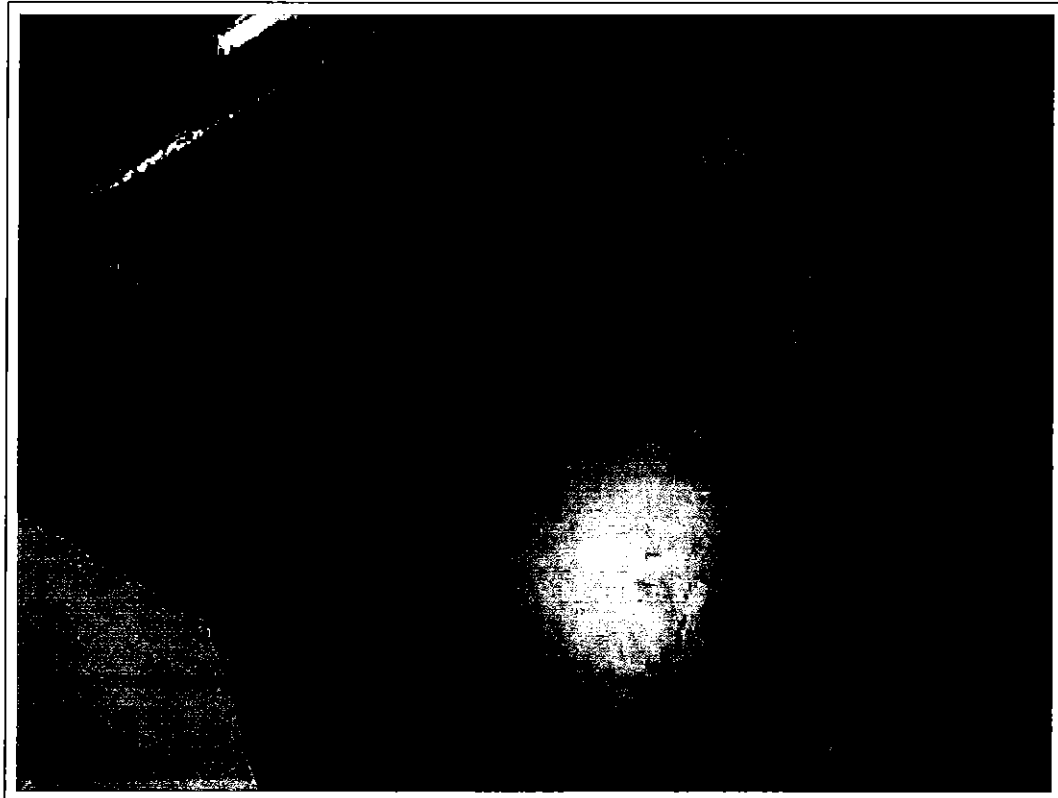


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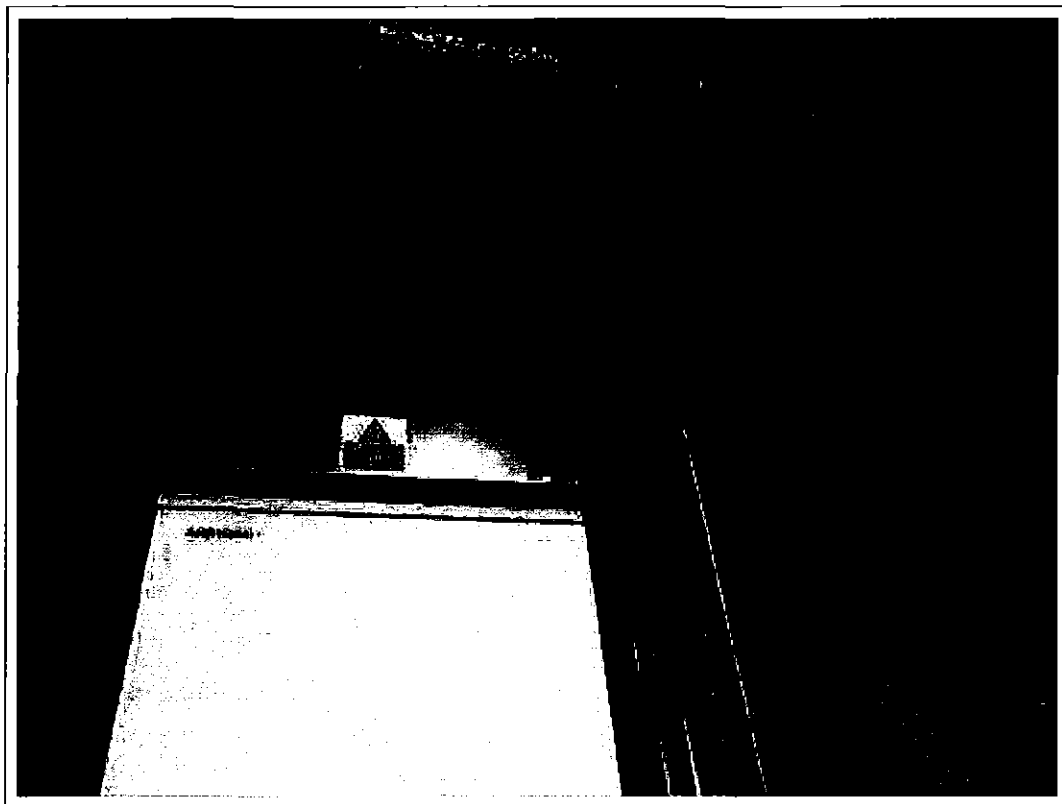


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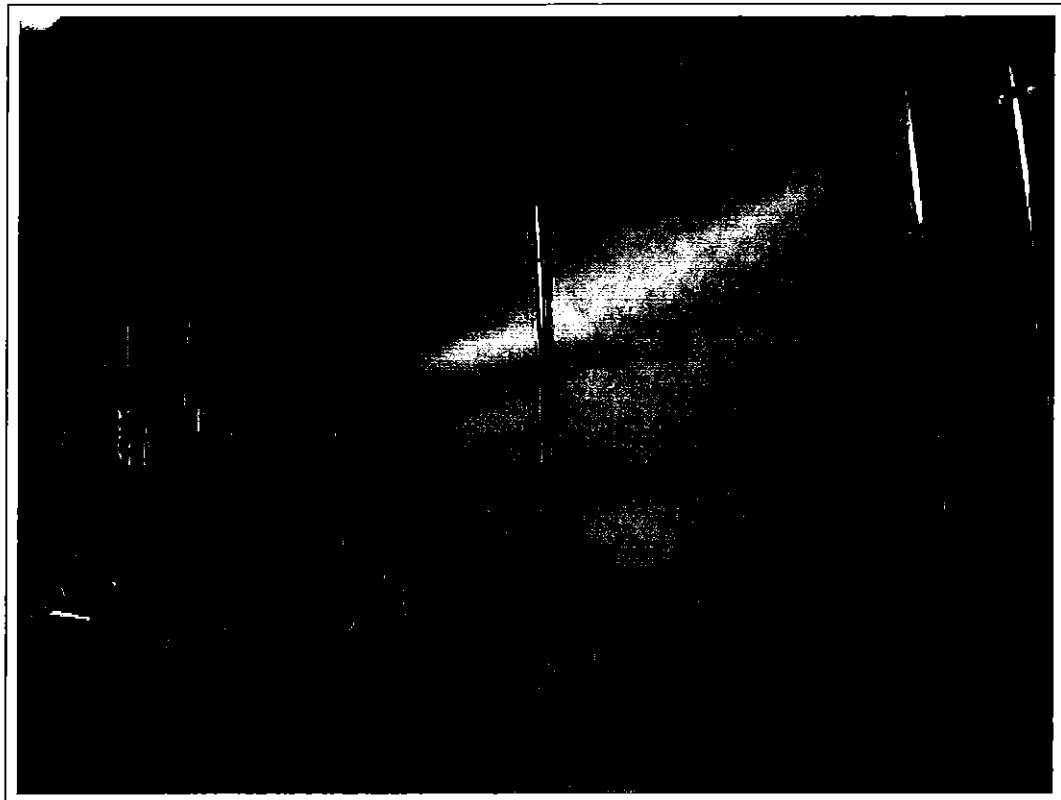


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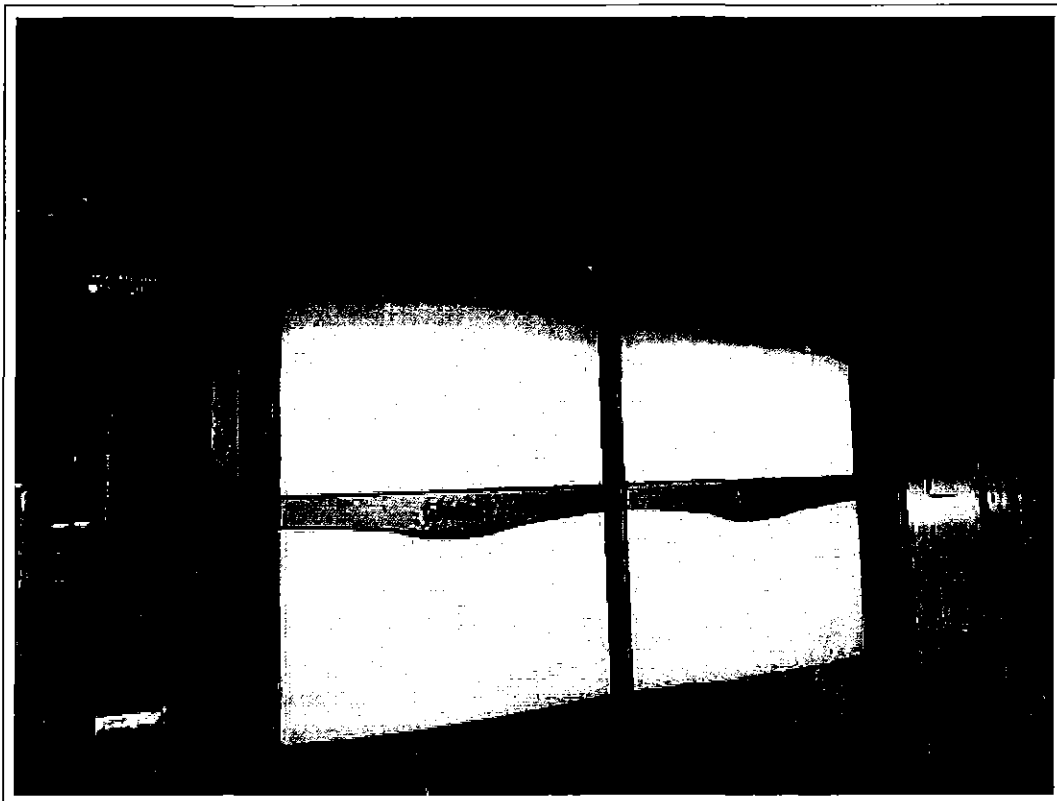


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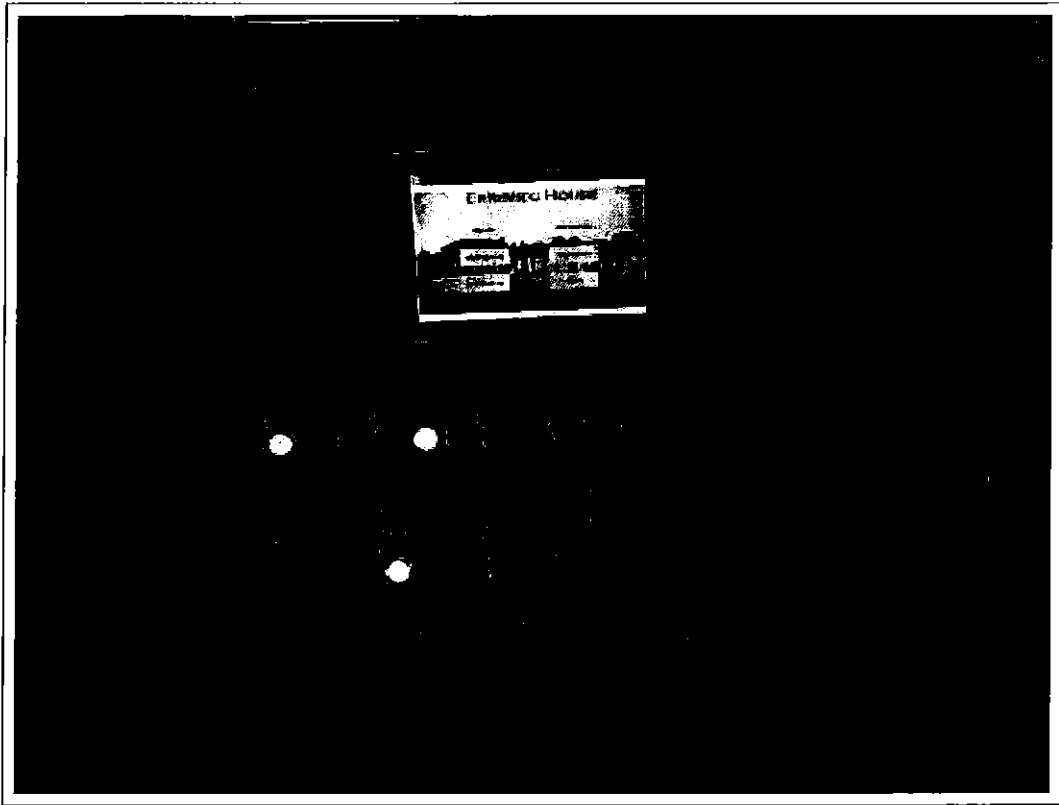


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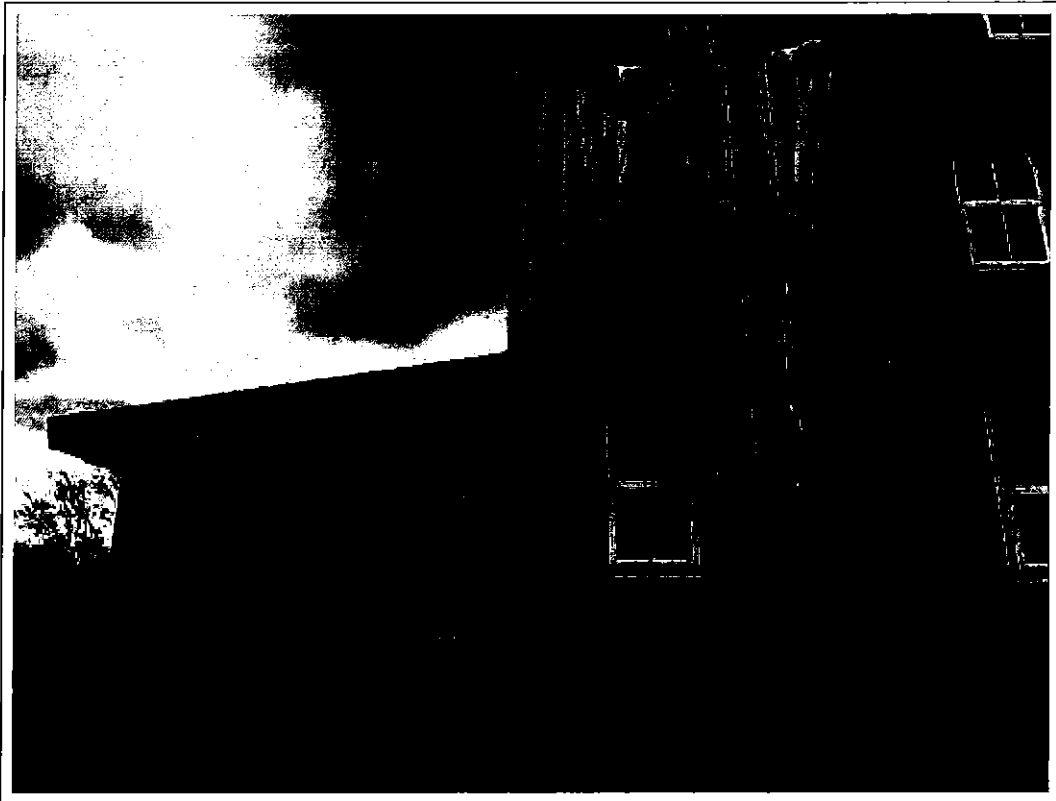


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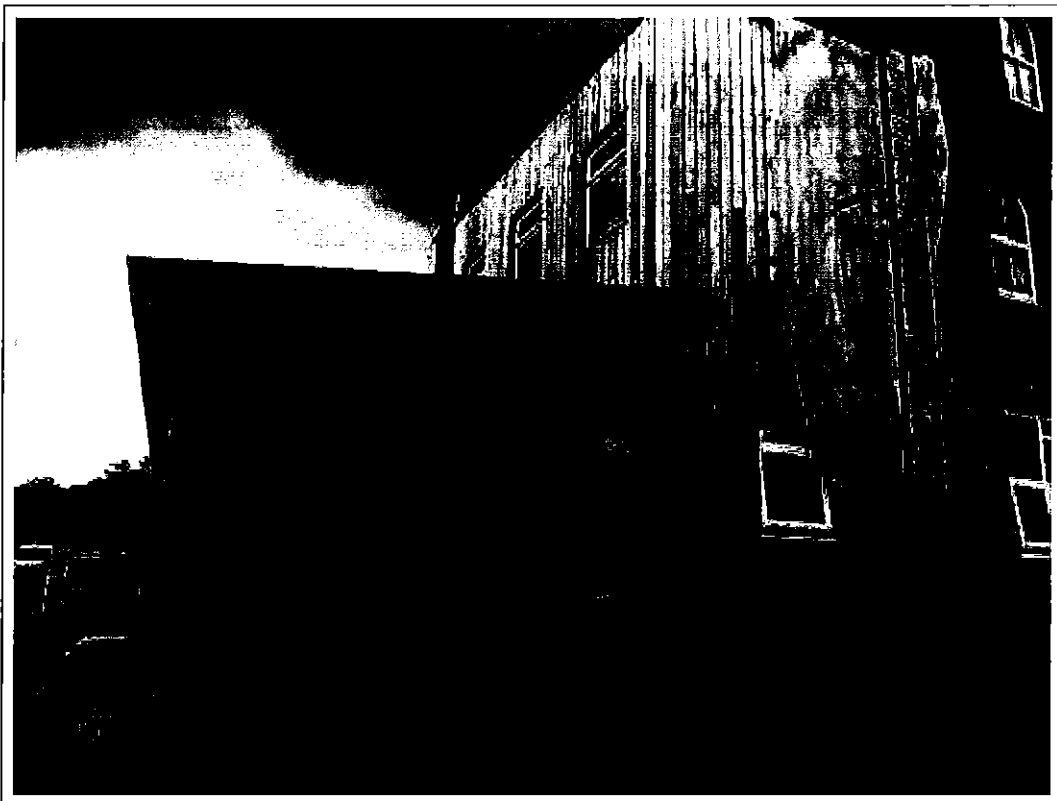


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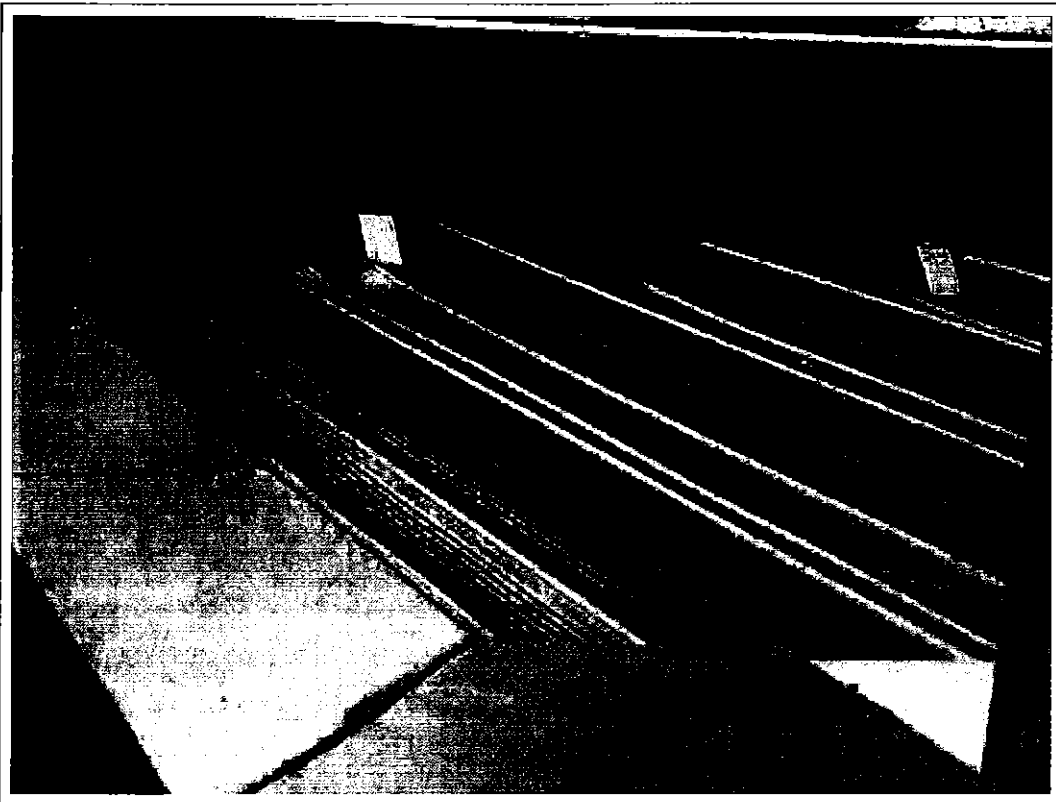


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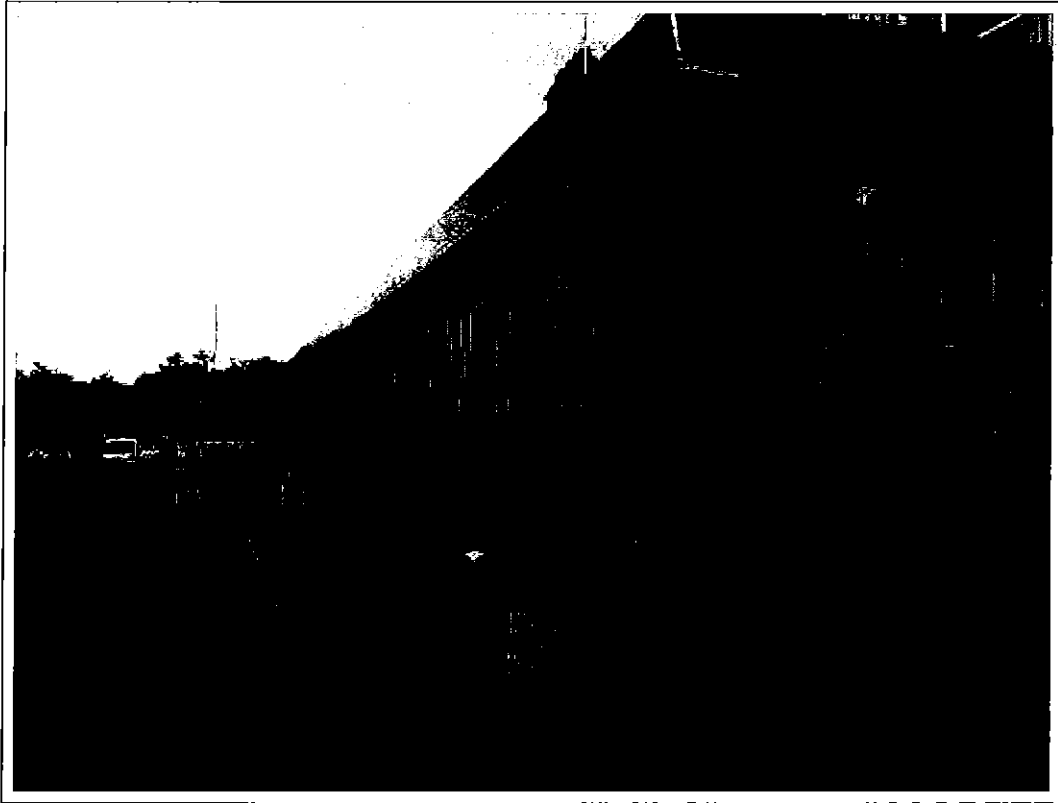


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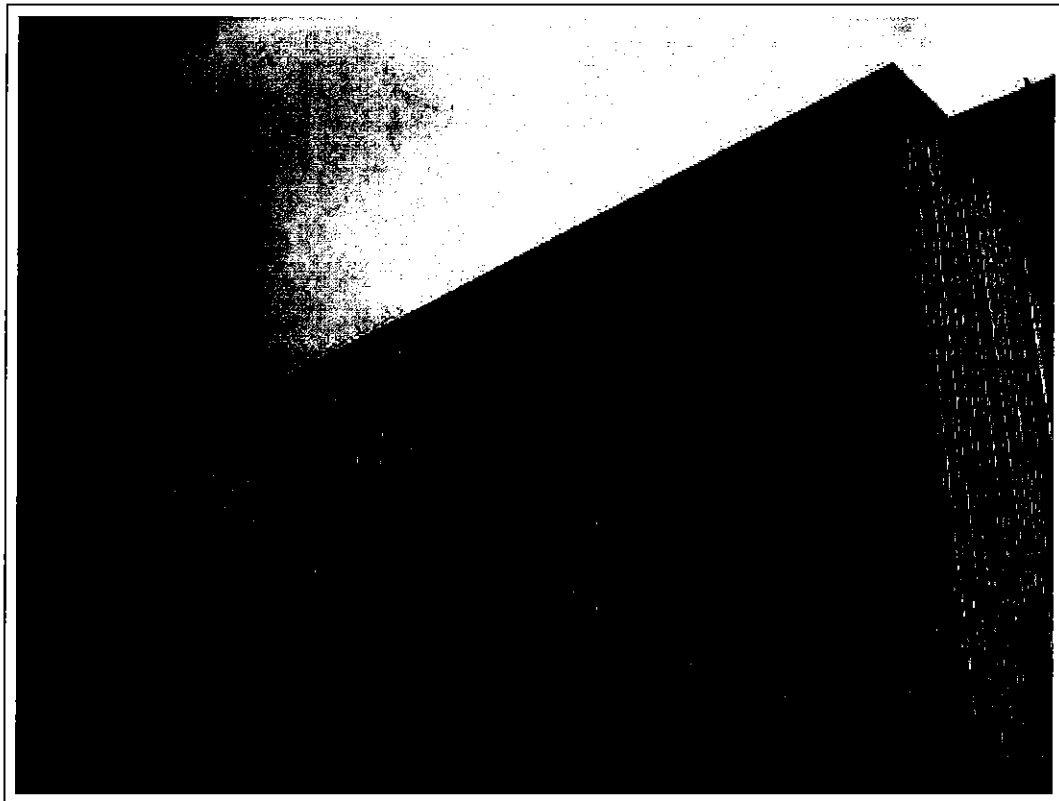


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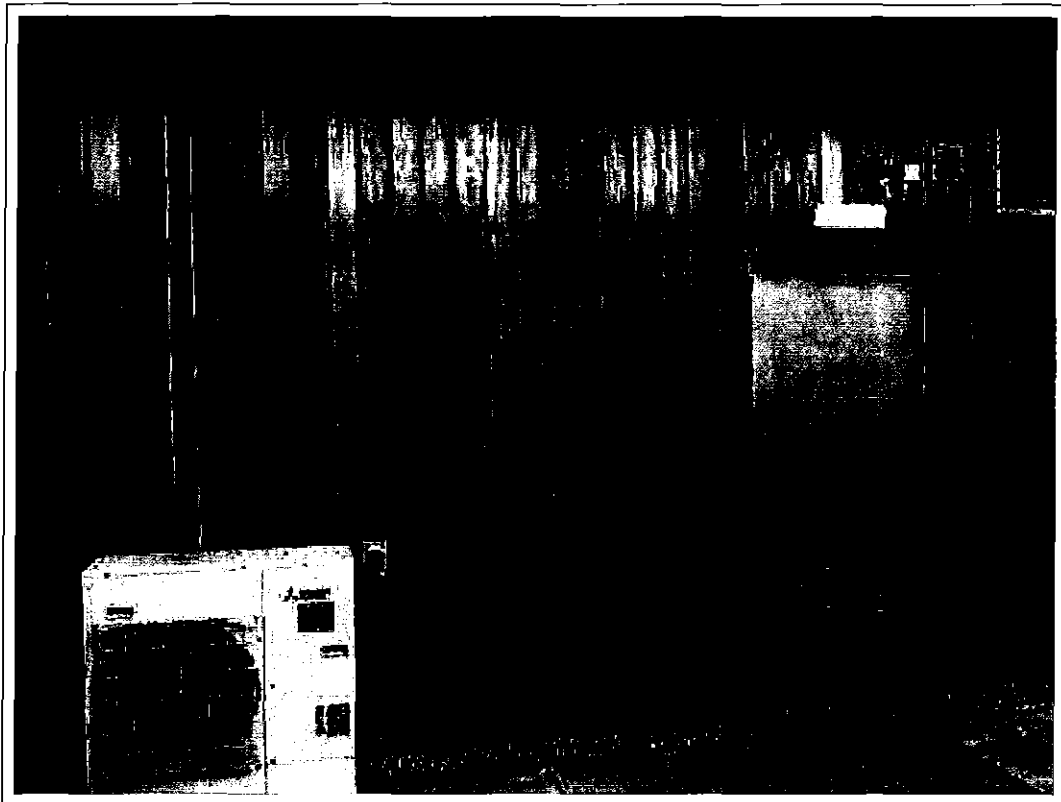


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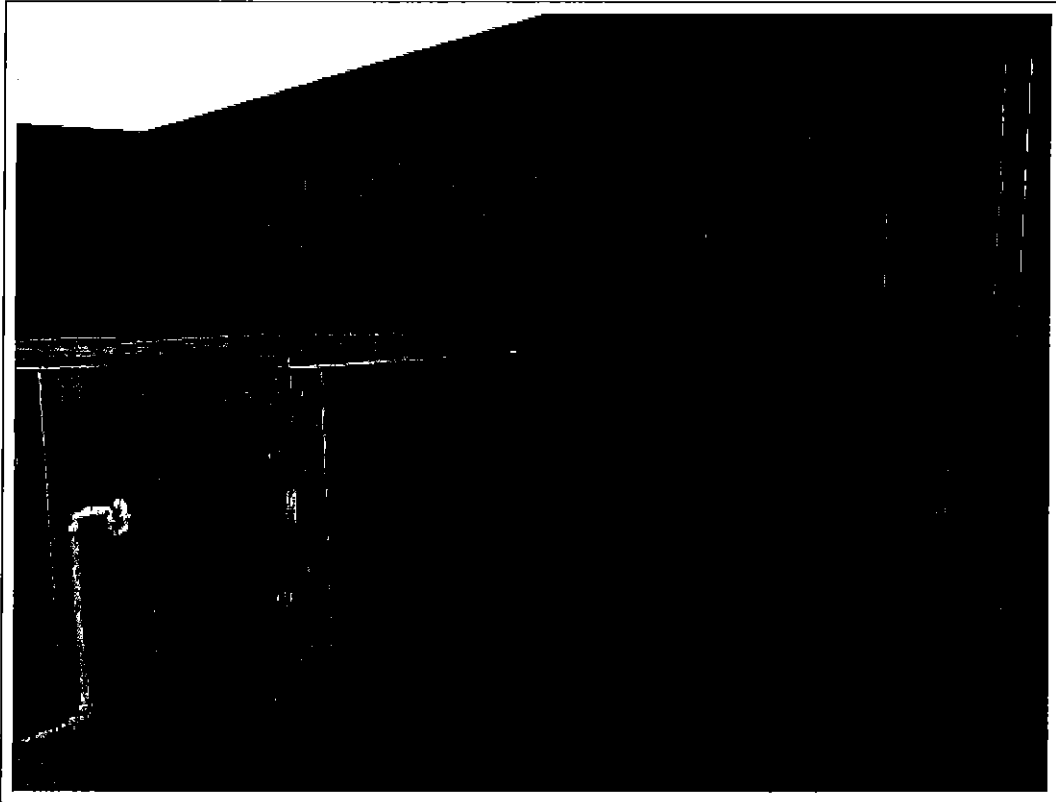


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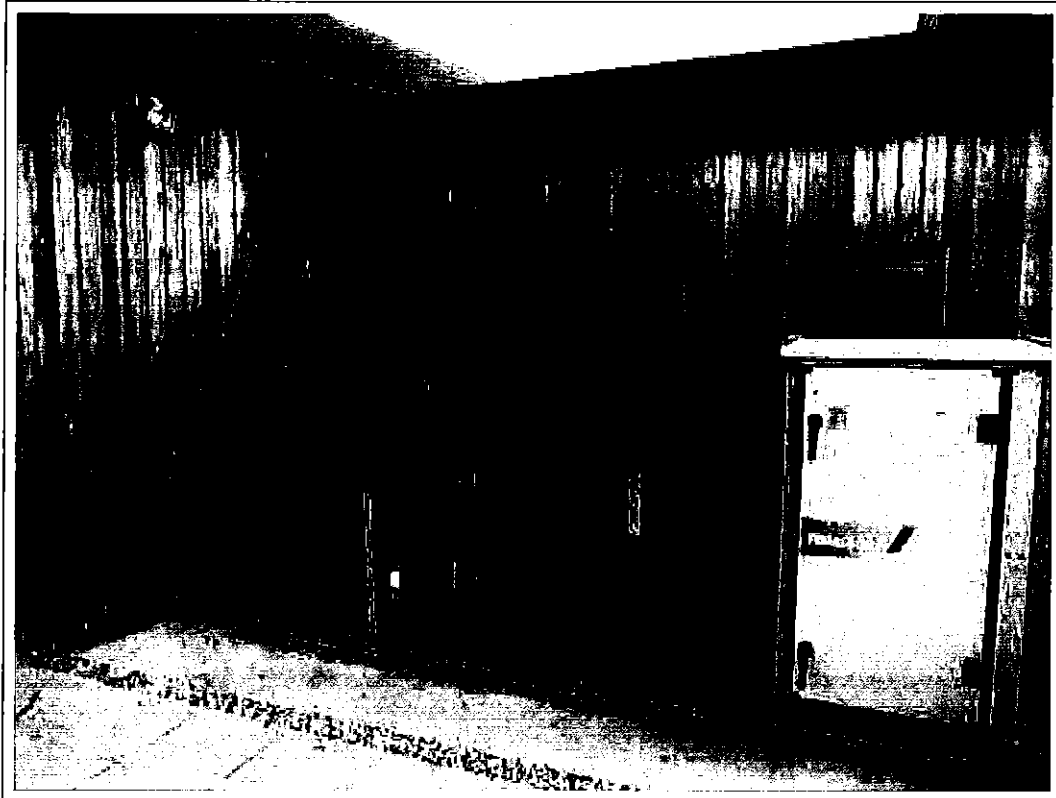


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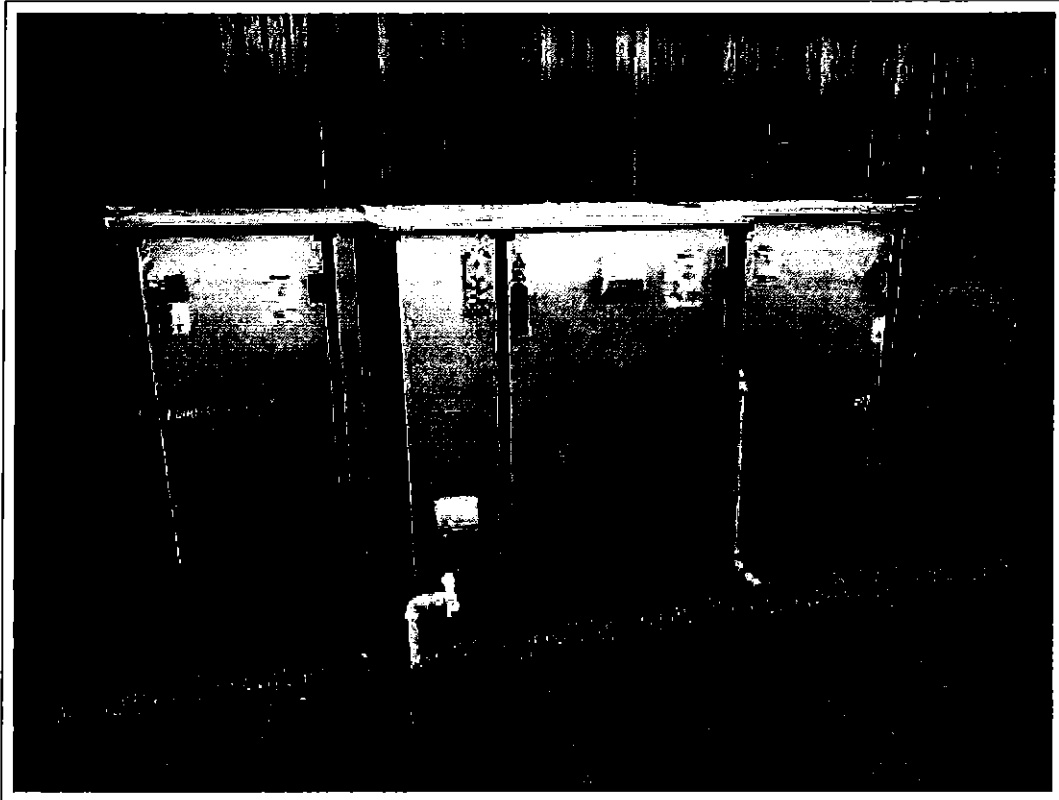


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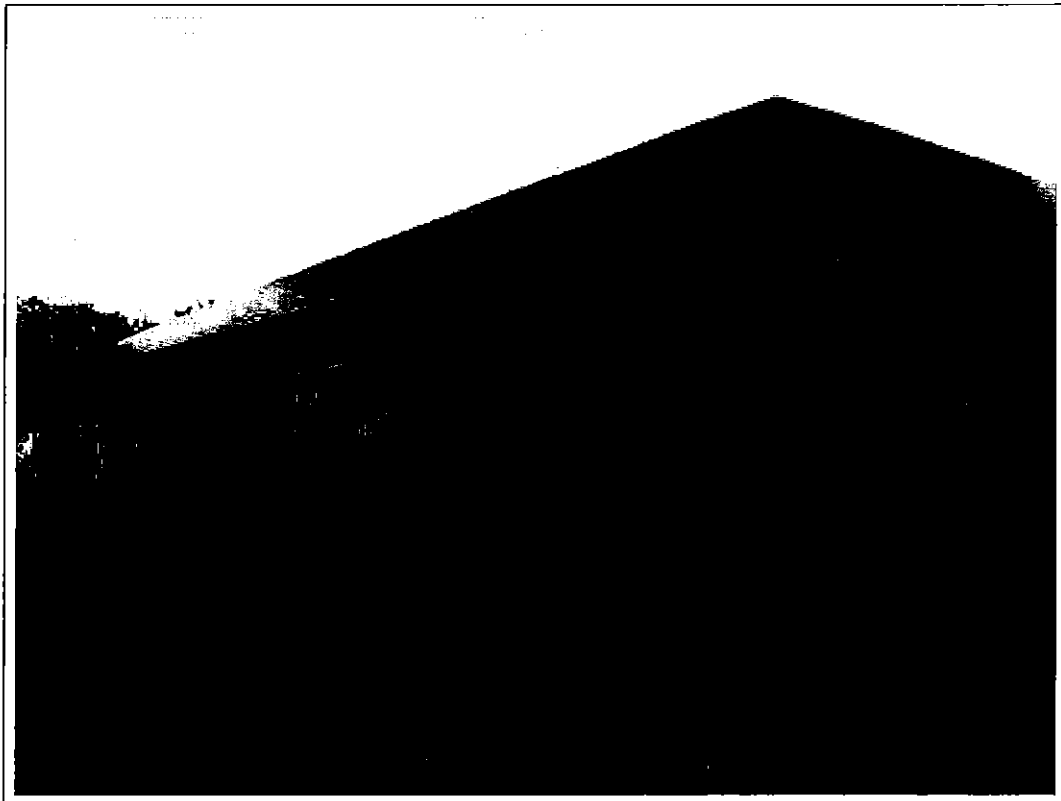


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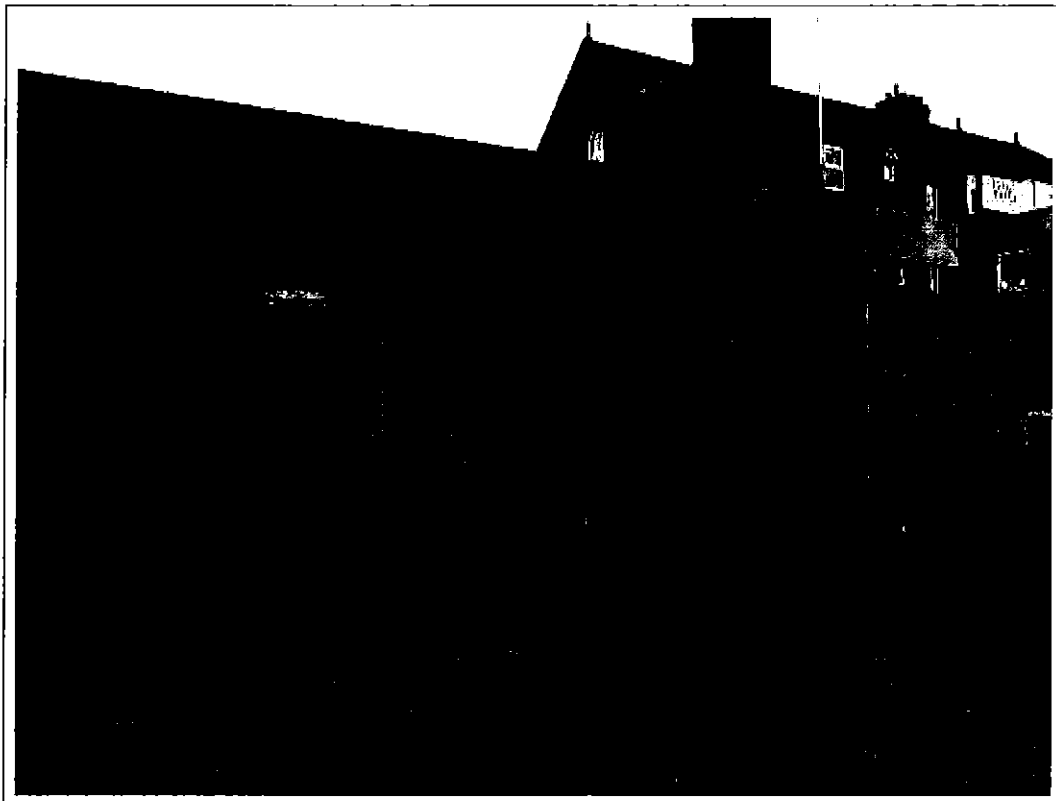


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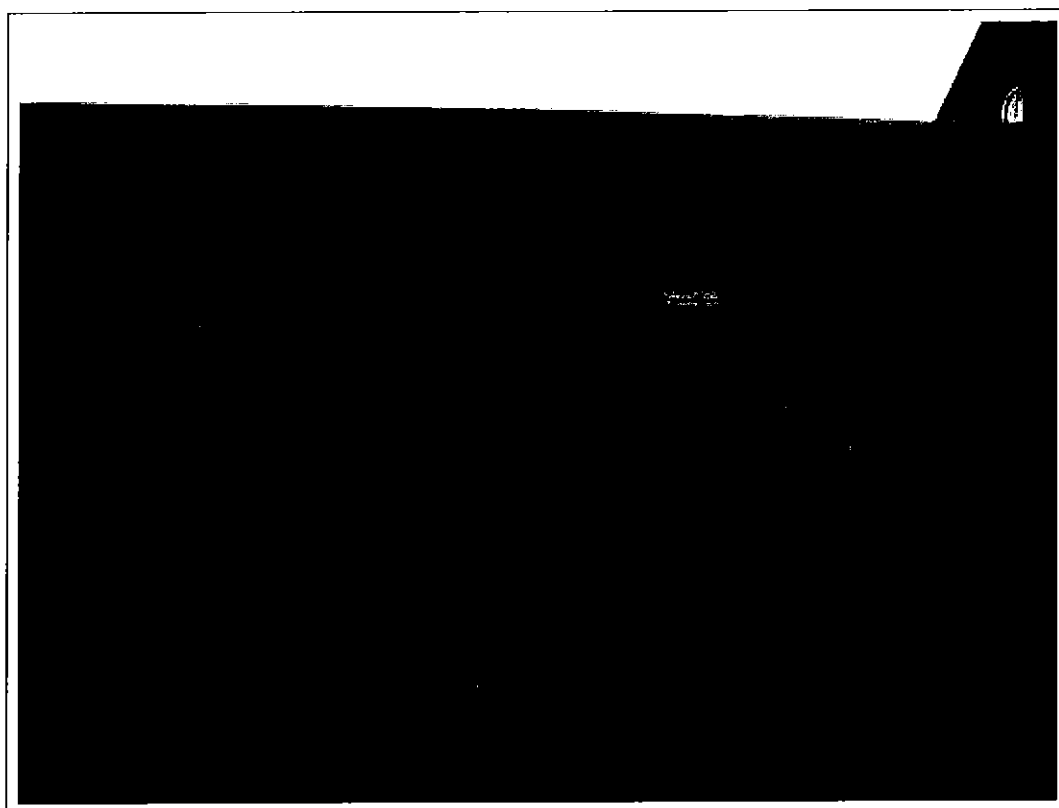


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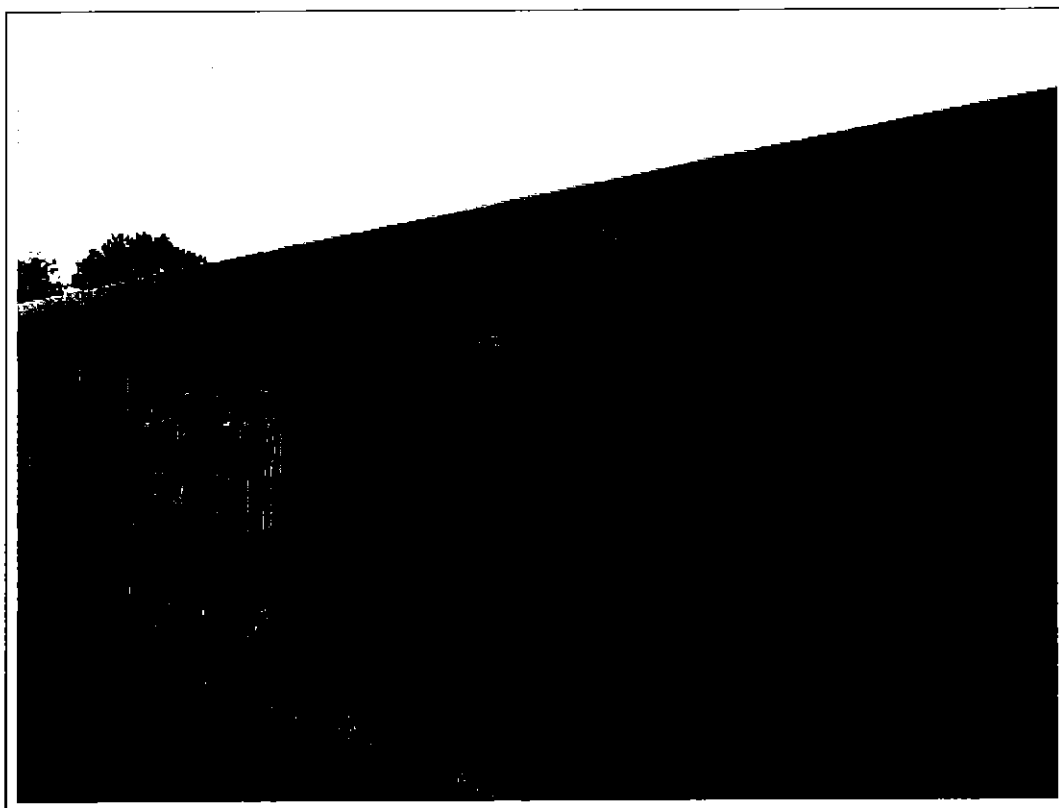


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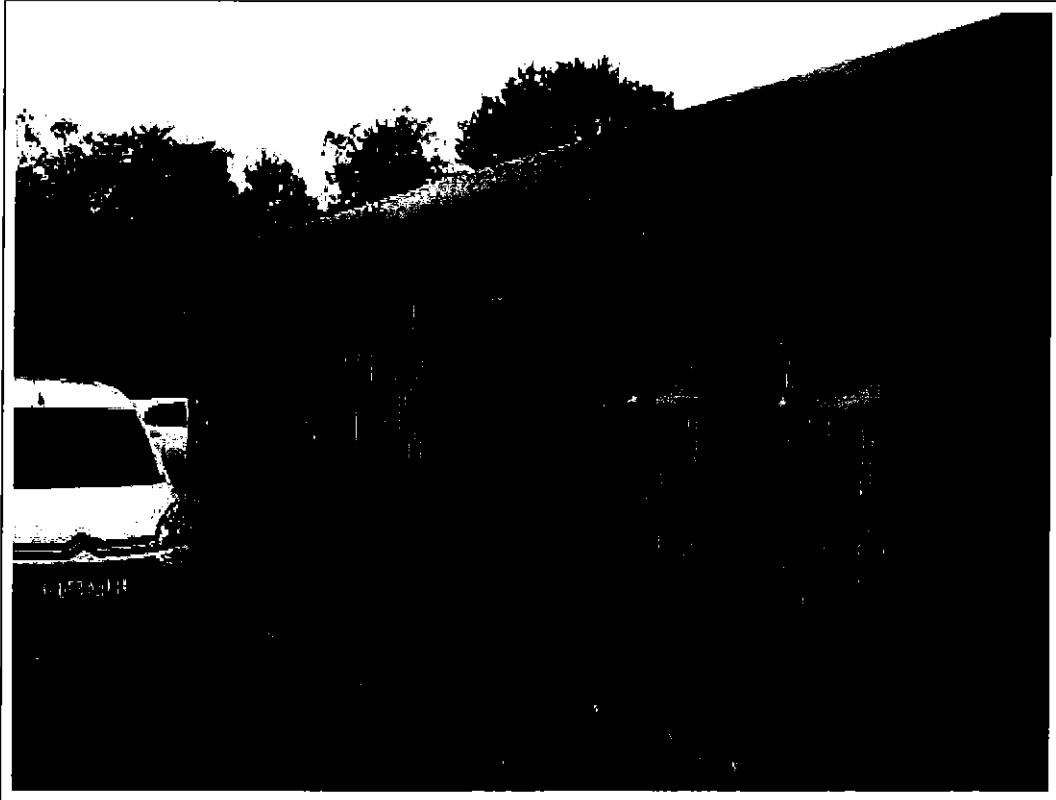


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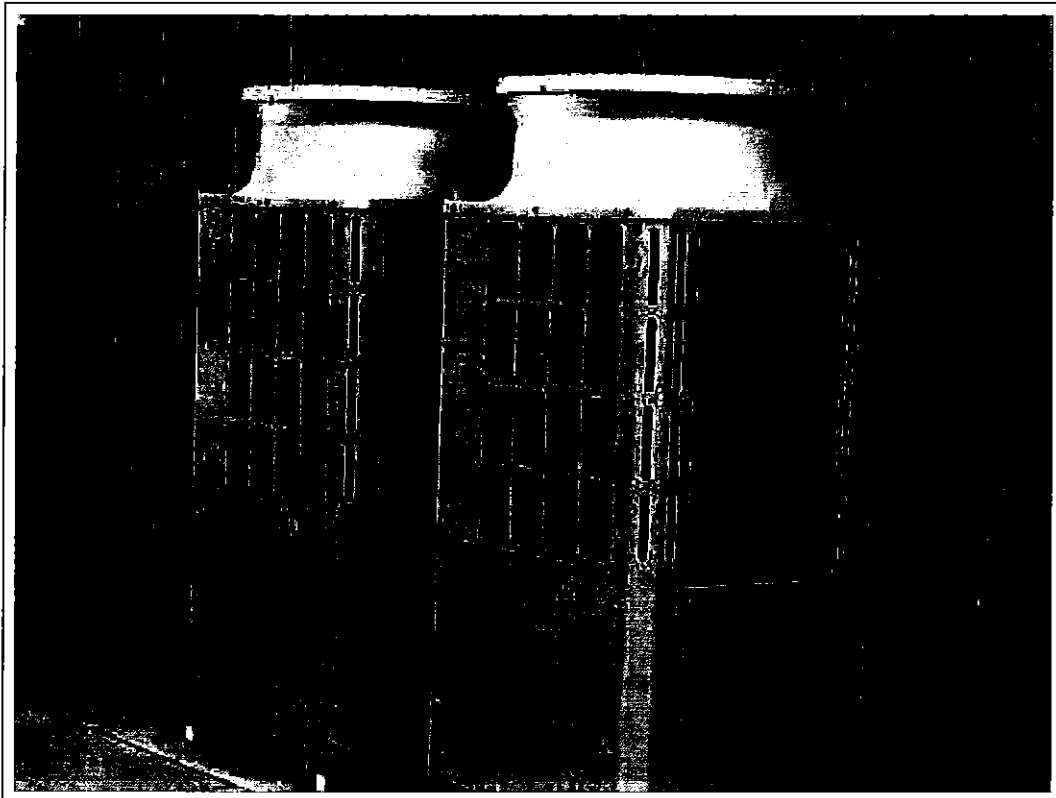


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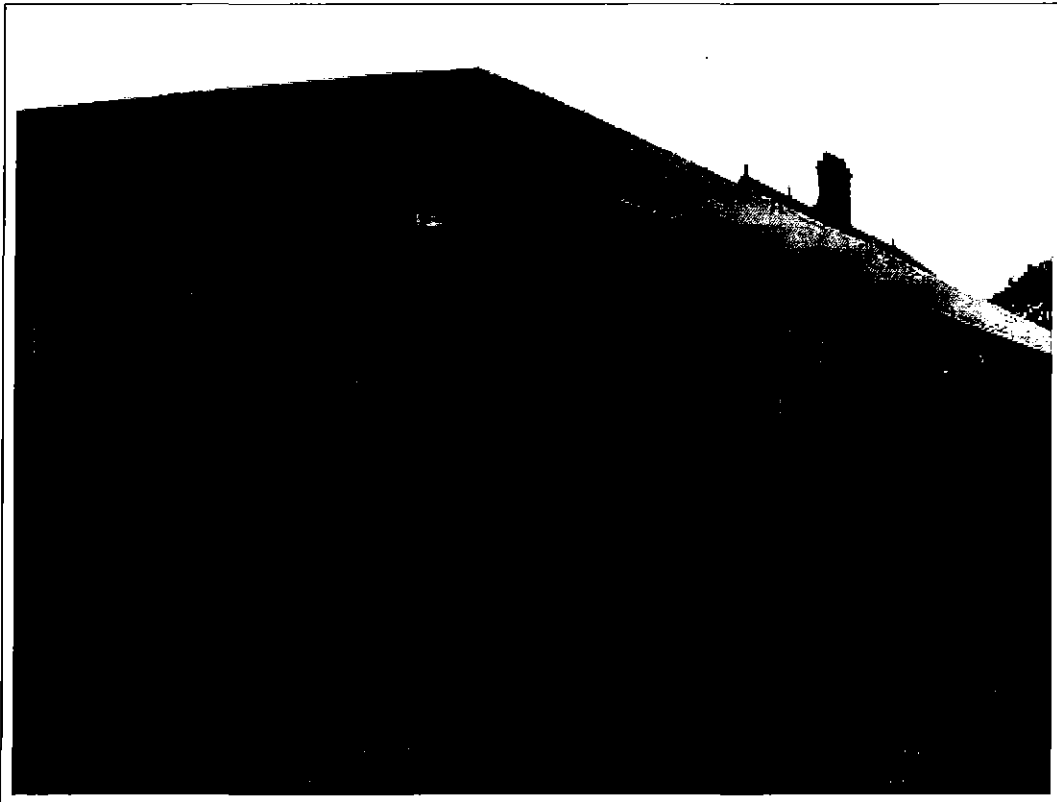


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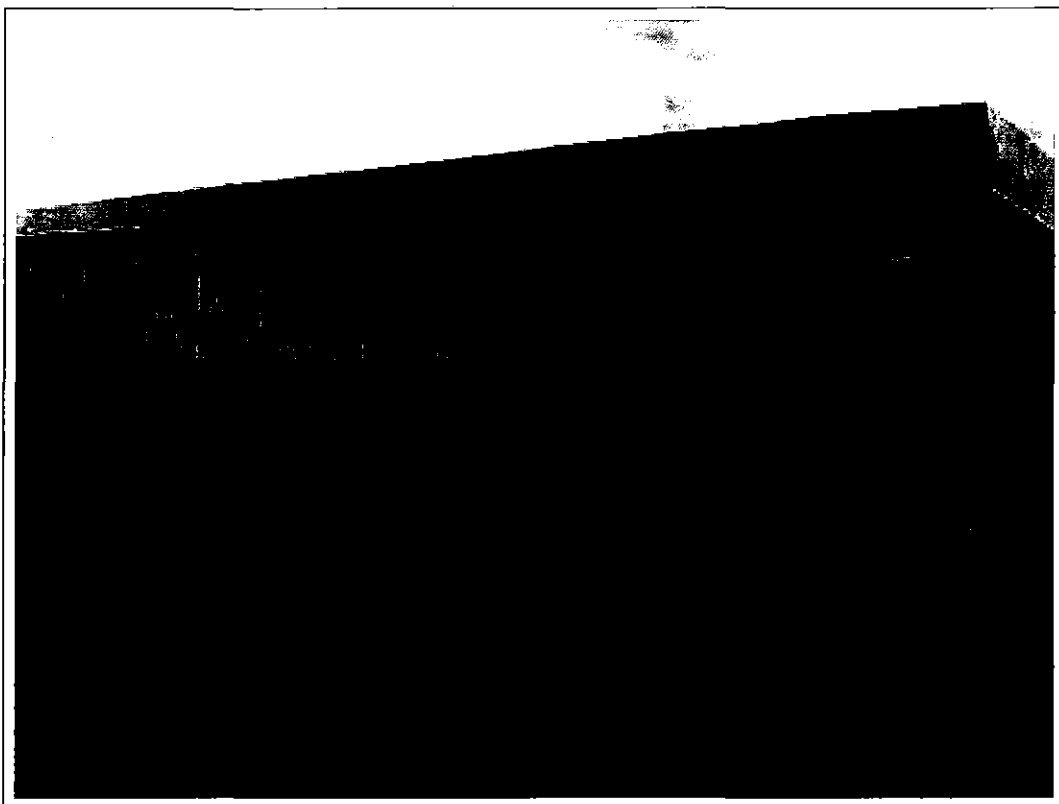


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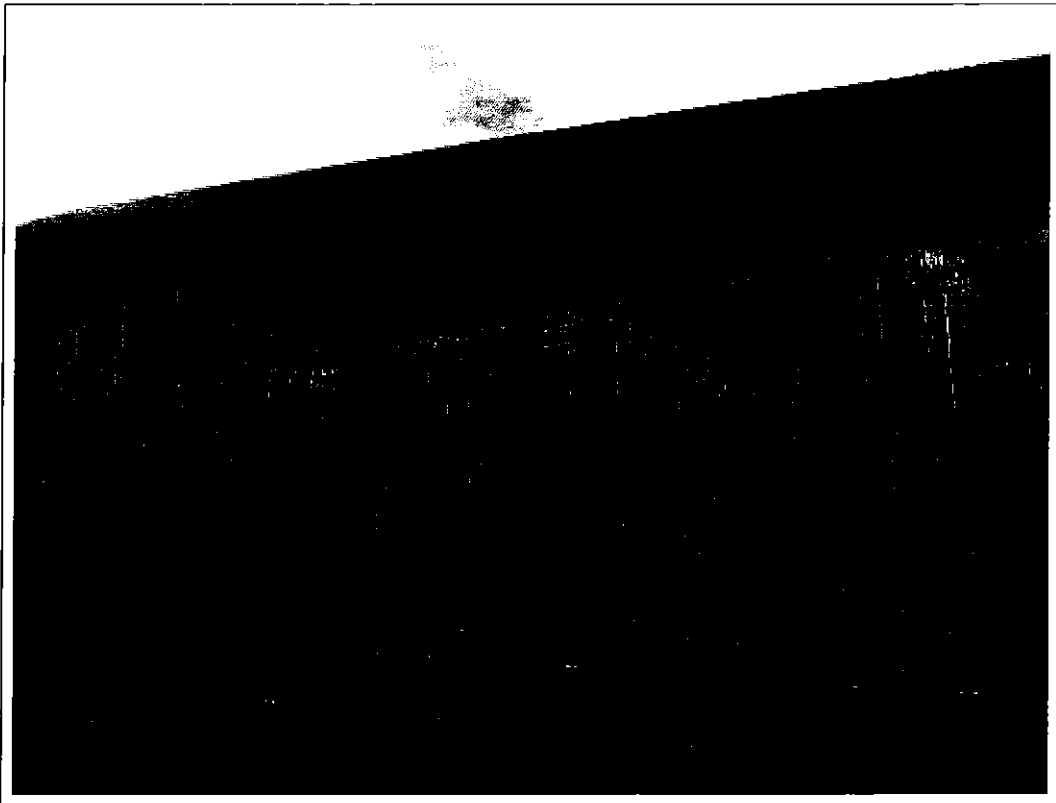


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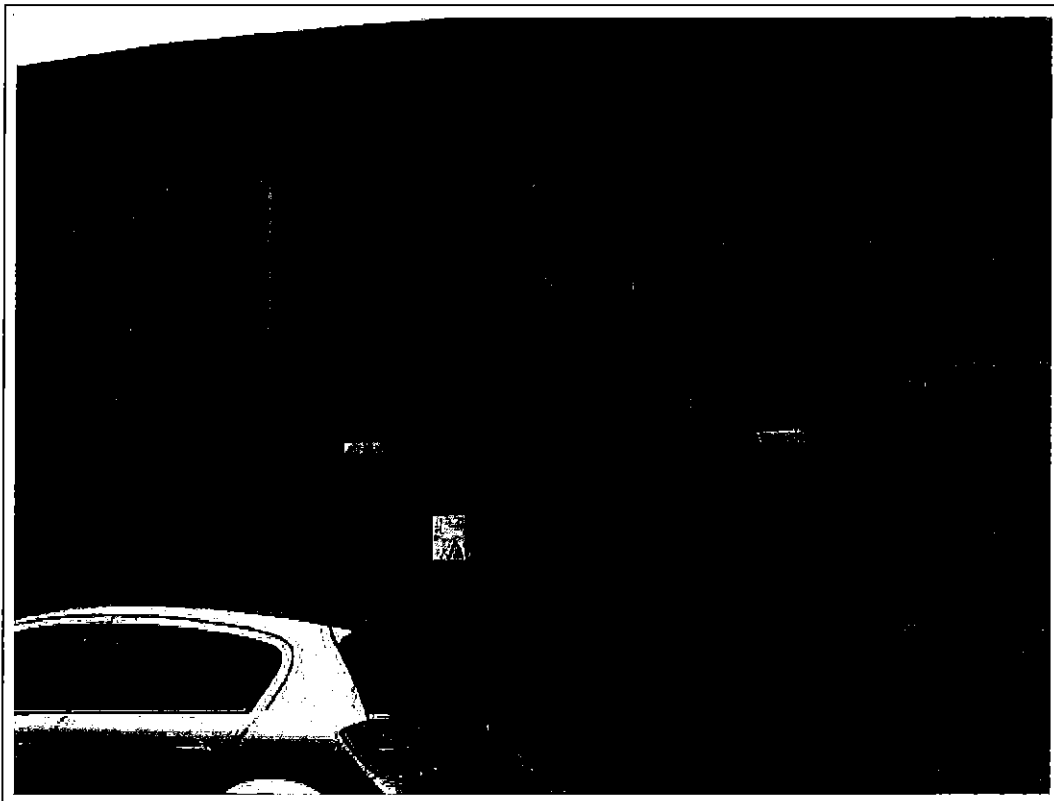


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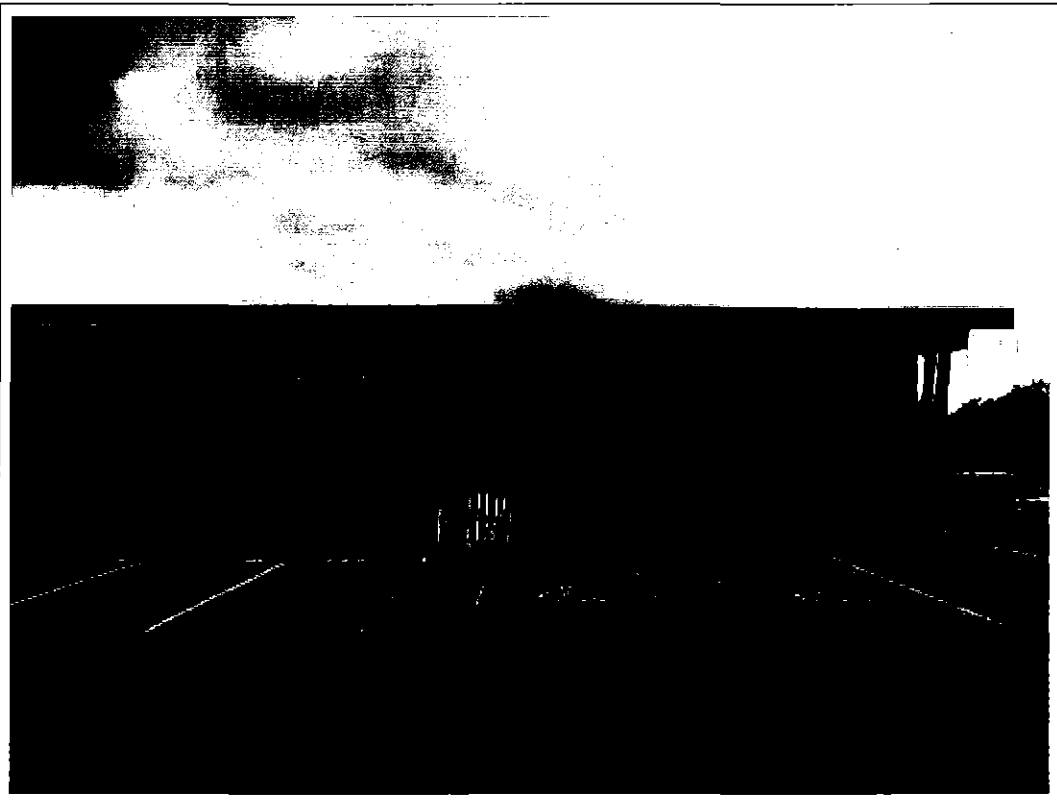


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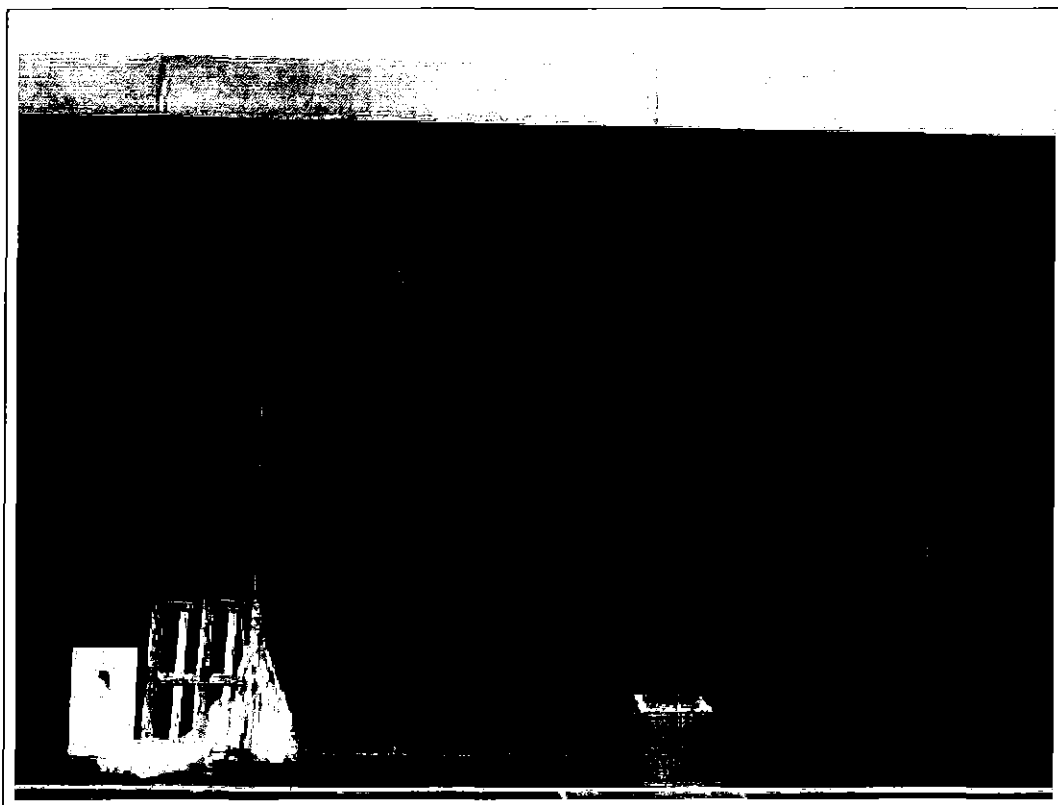


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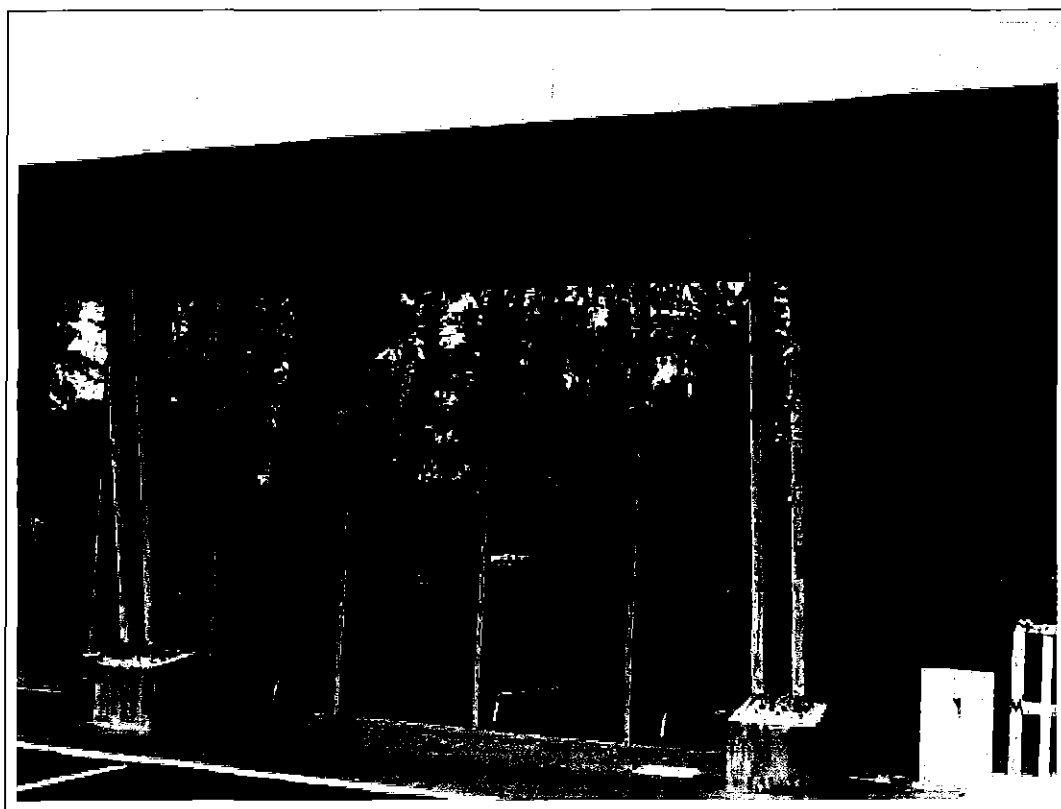


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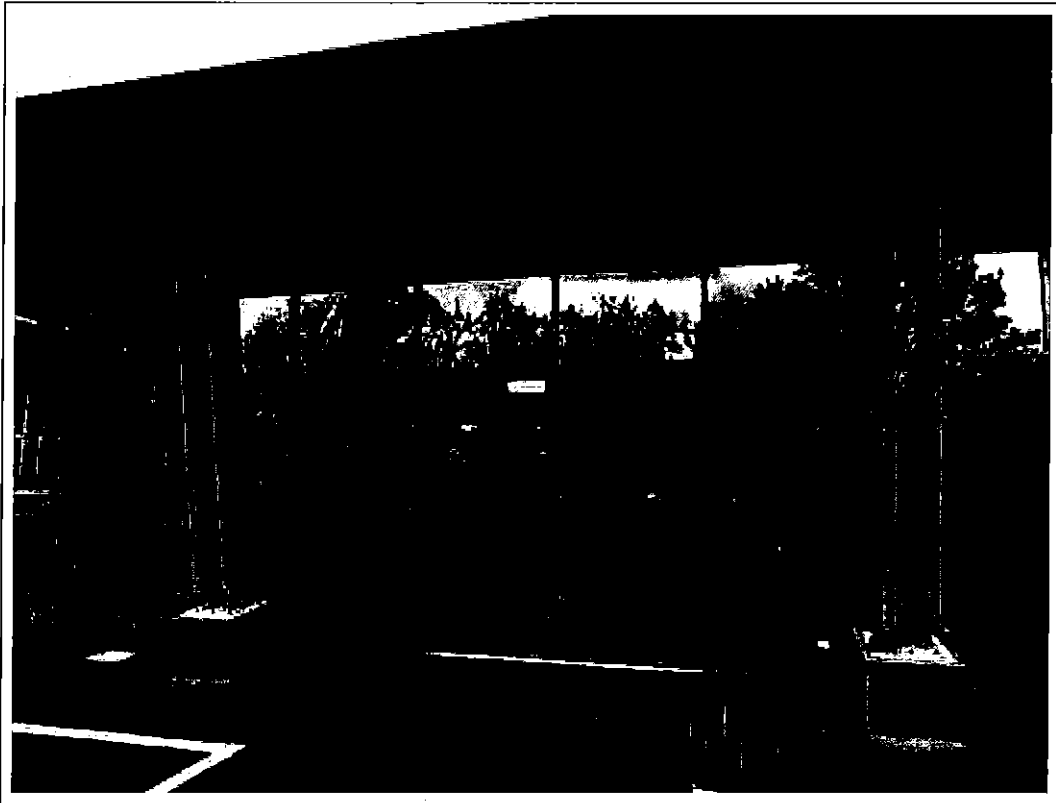


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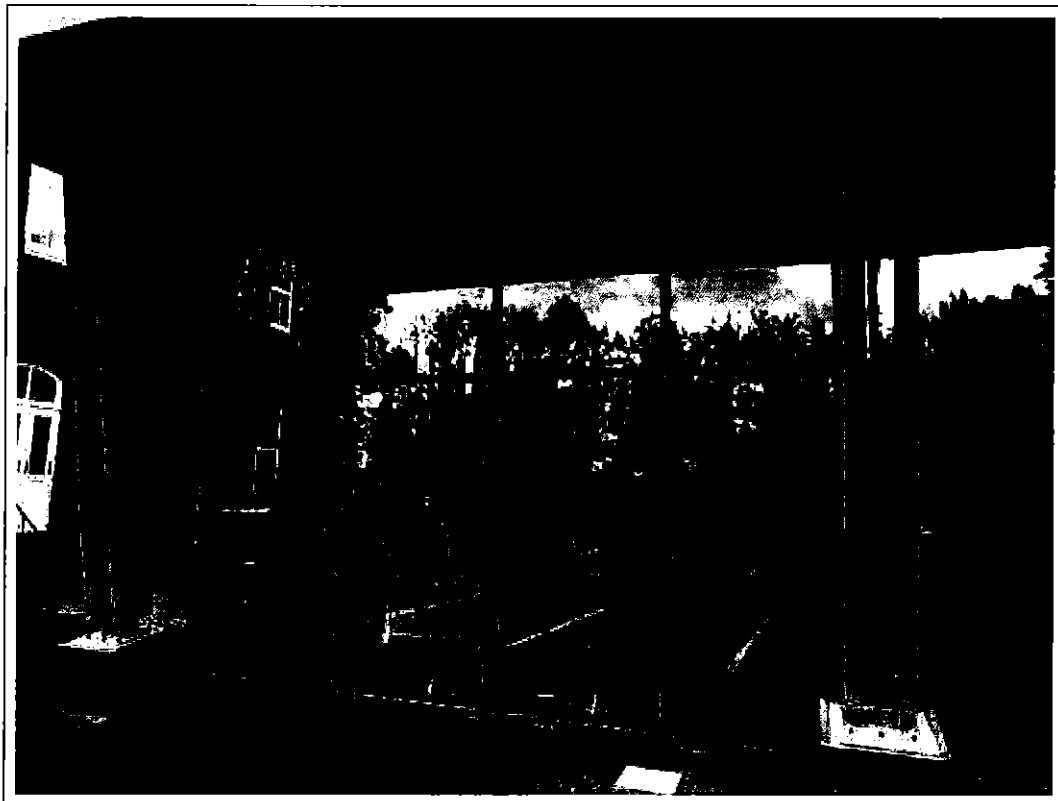


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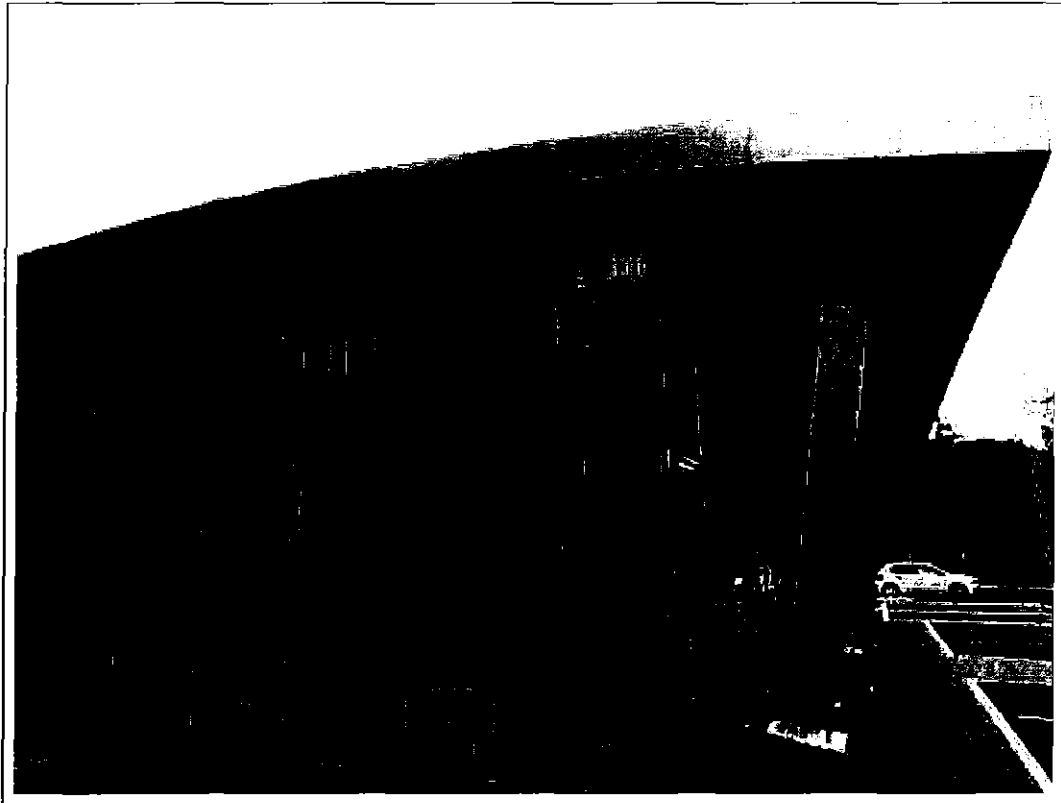


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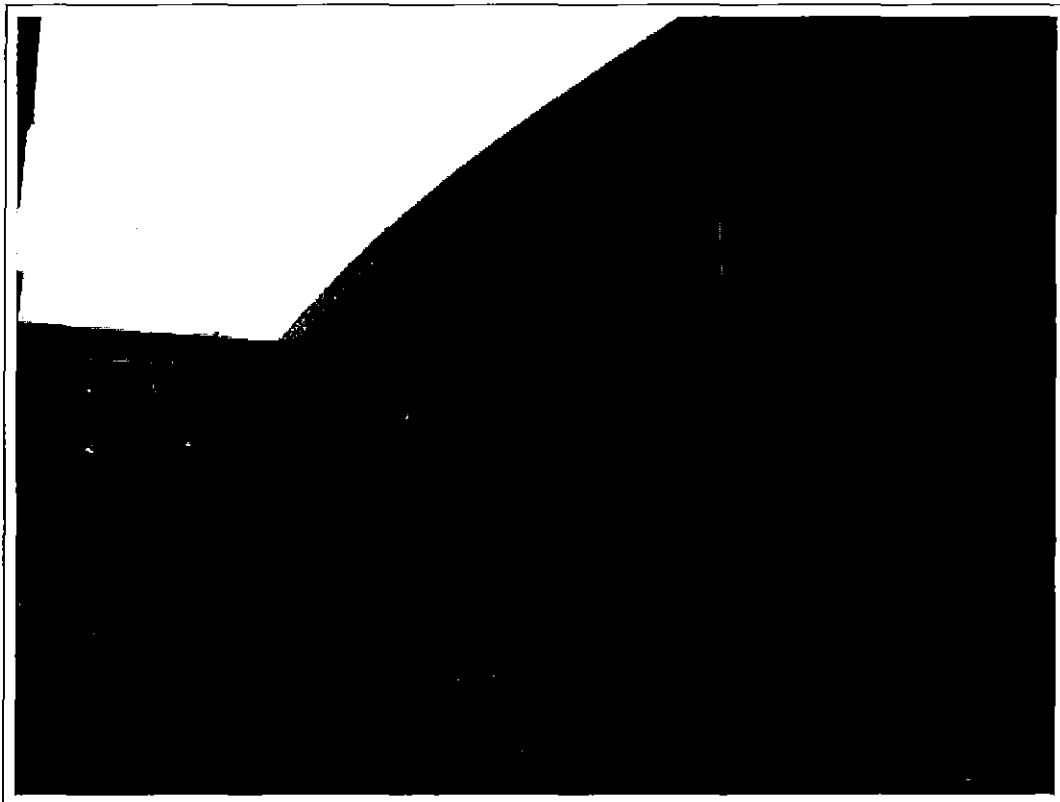


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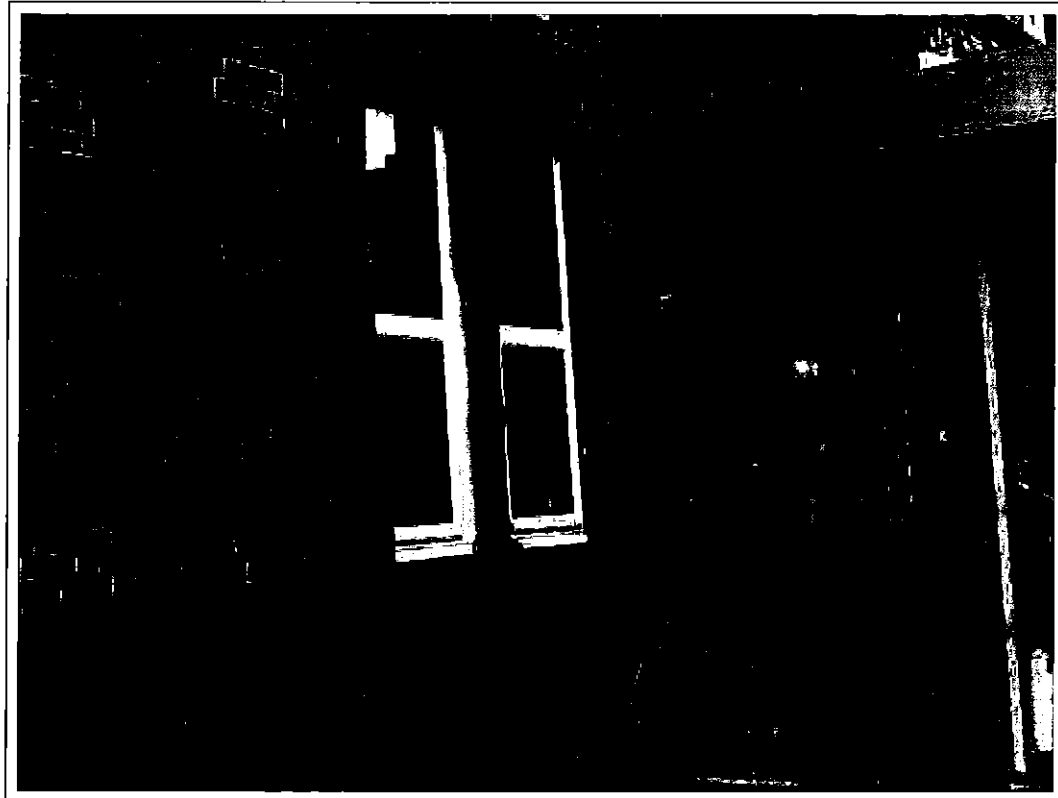


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Photo 285:



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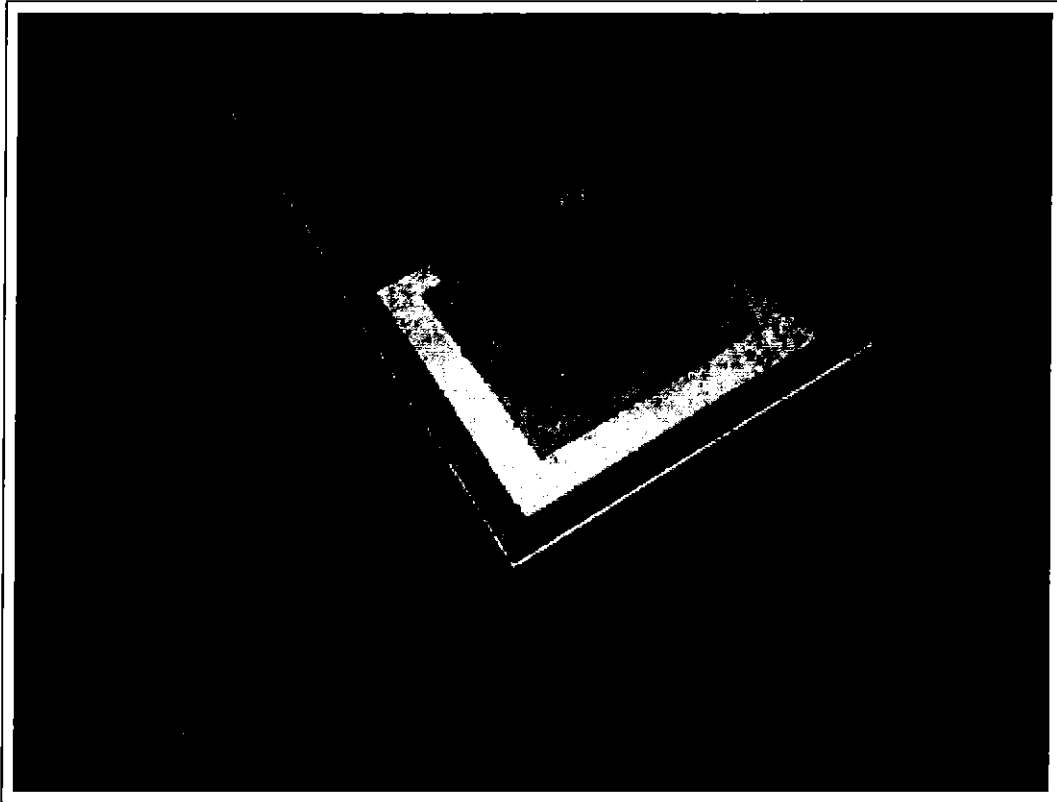


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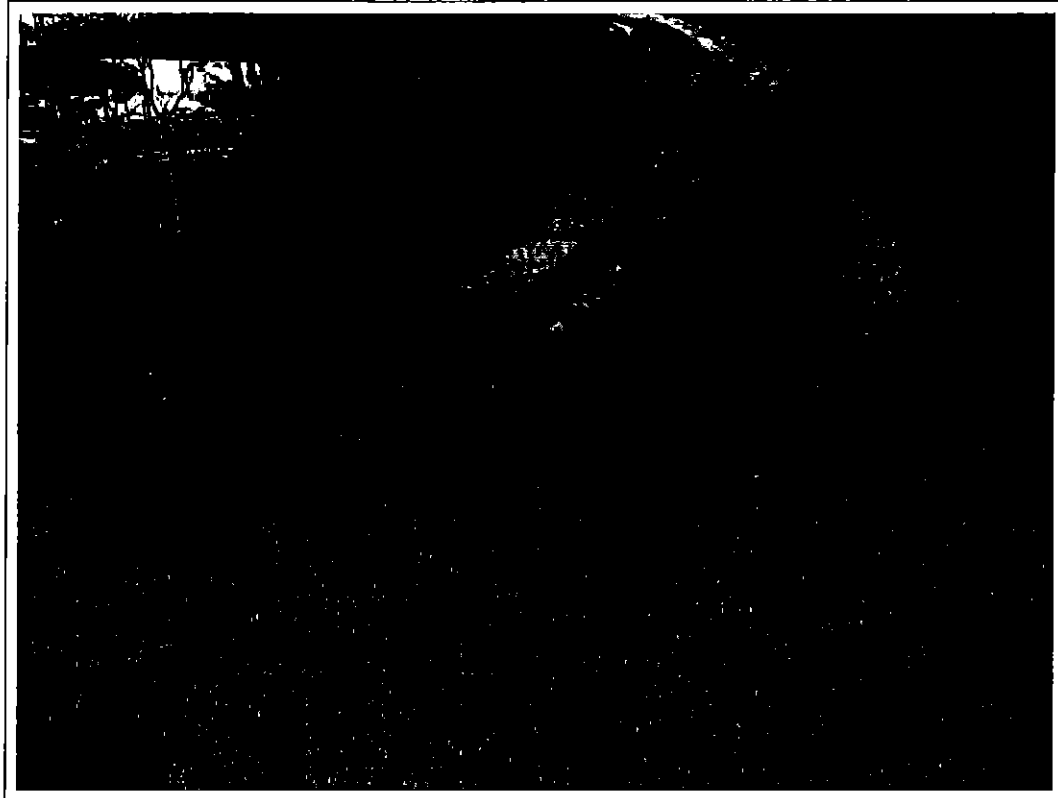


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Photo 289:



Photo 290:



Photo 291:



Photo 292:



Photo 293:



Photo 294:

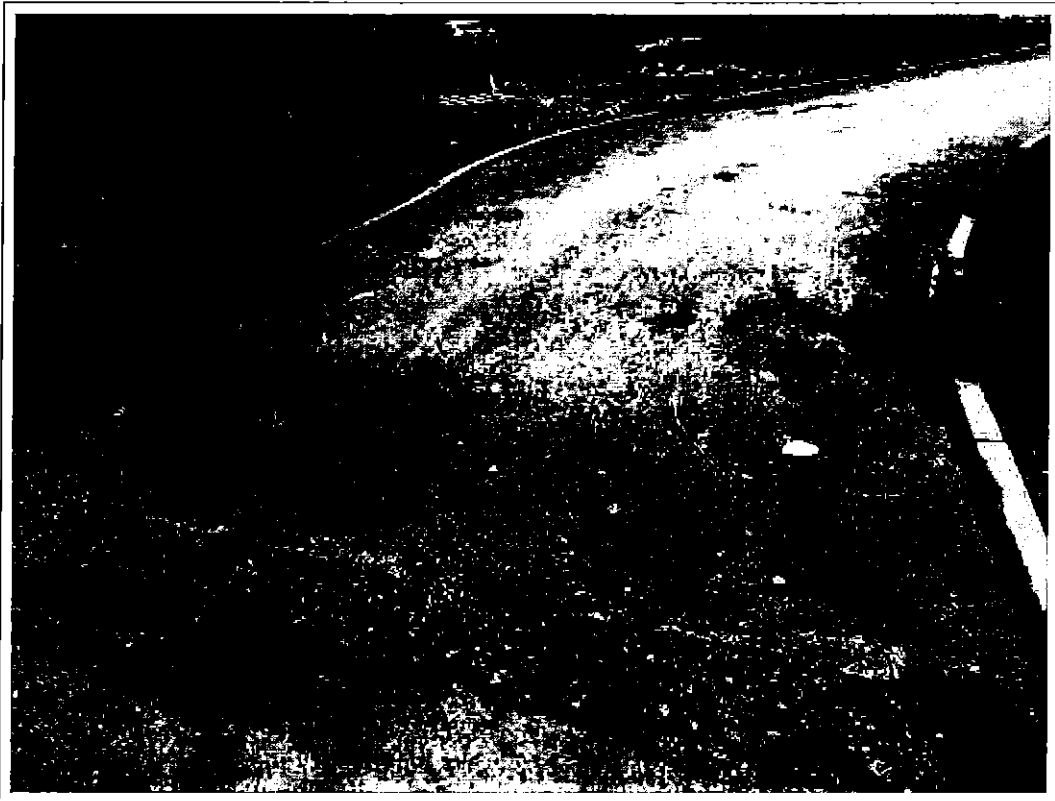


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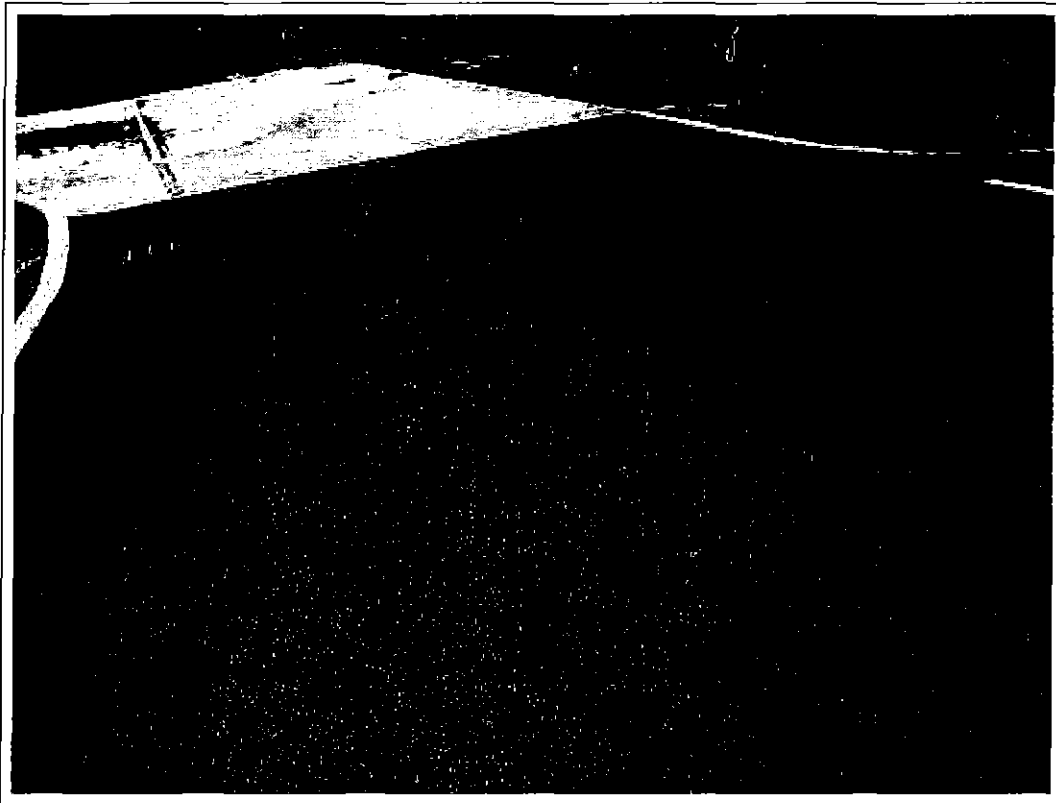


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Photo 298:



Photo 299:

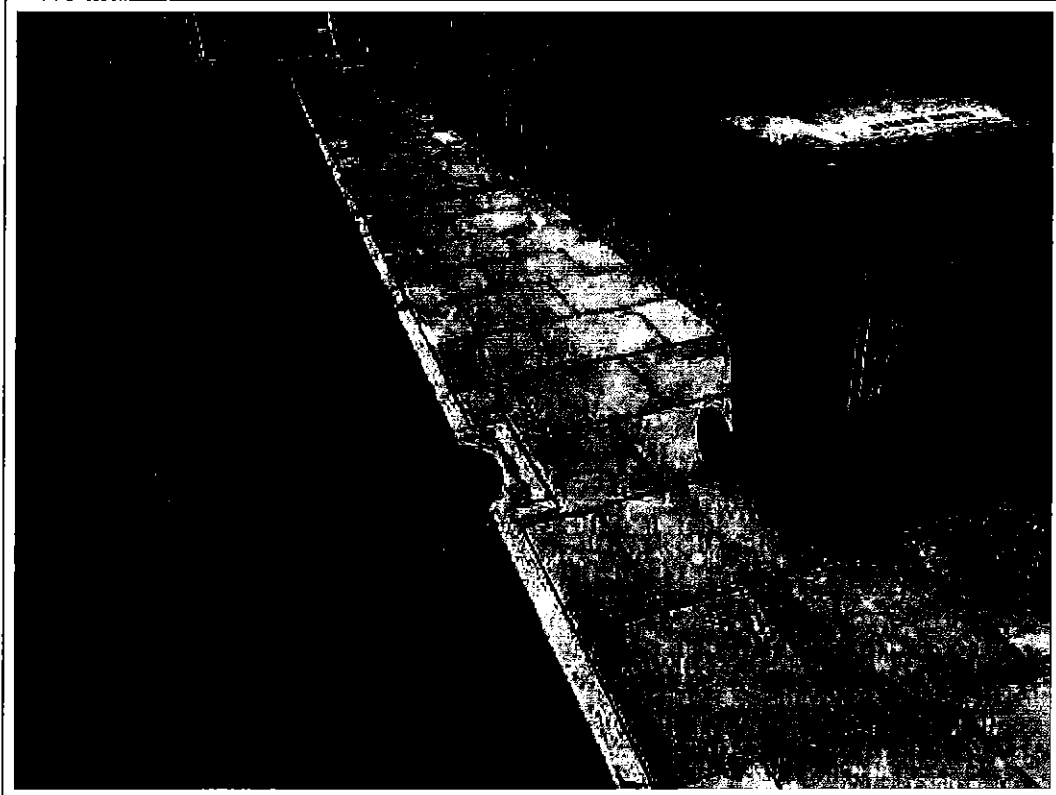


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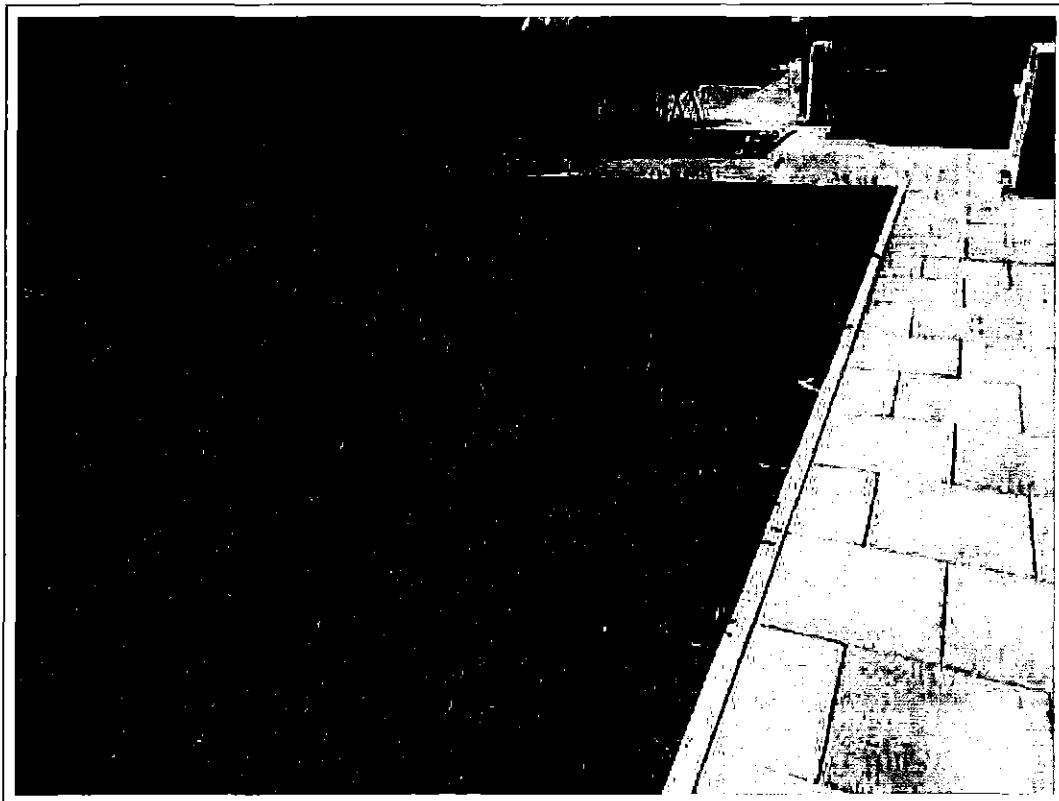


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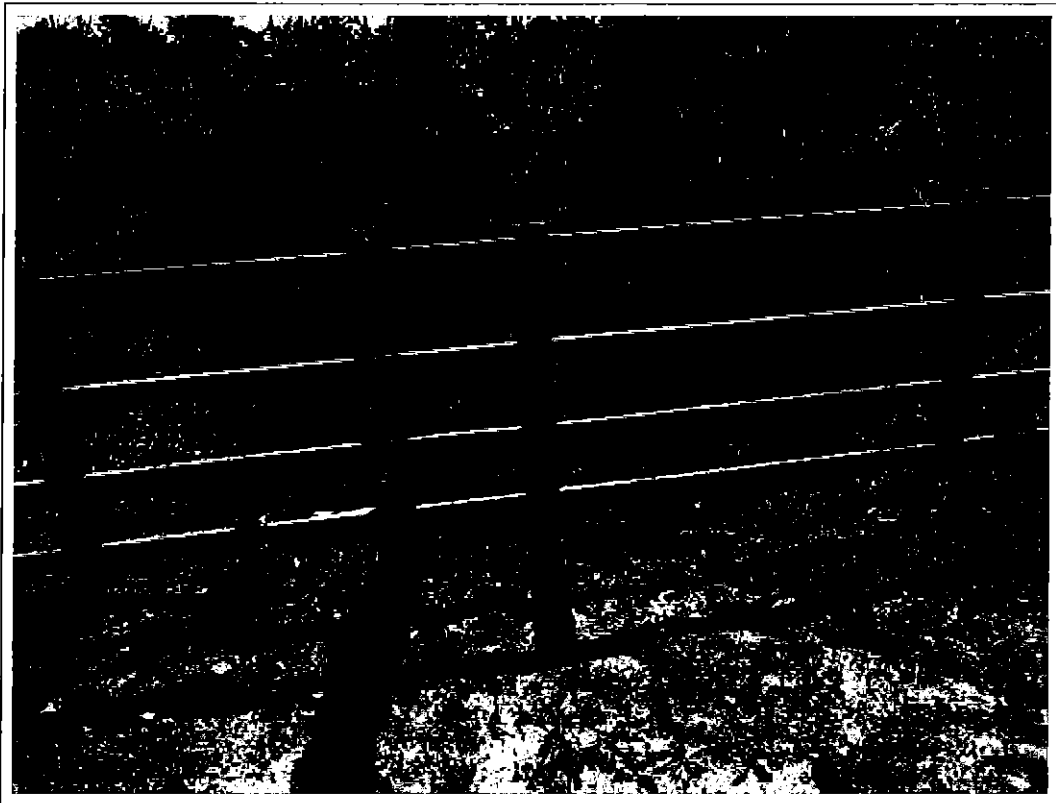


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Photo 304:



Photo 305:

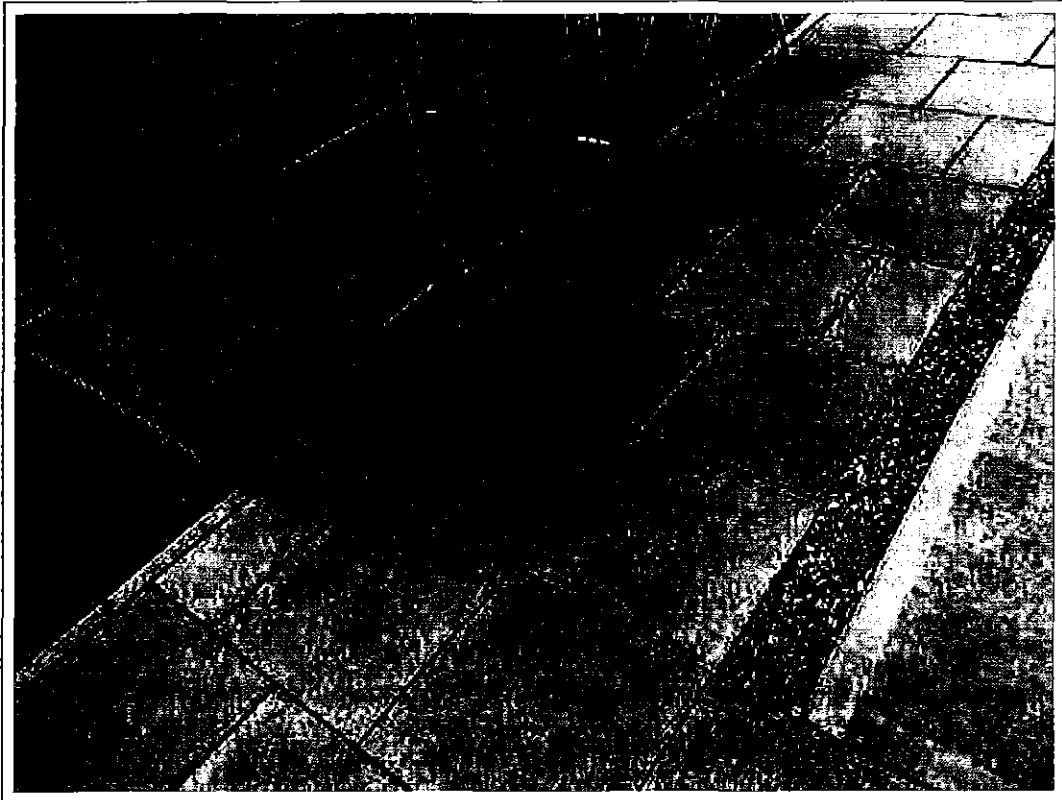


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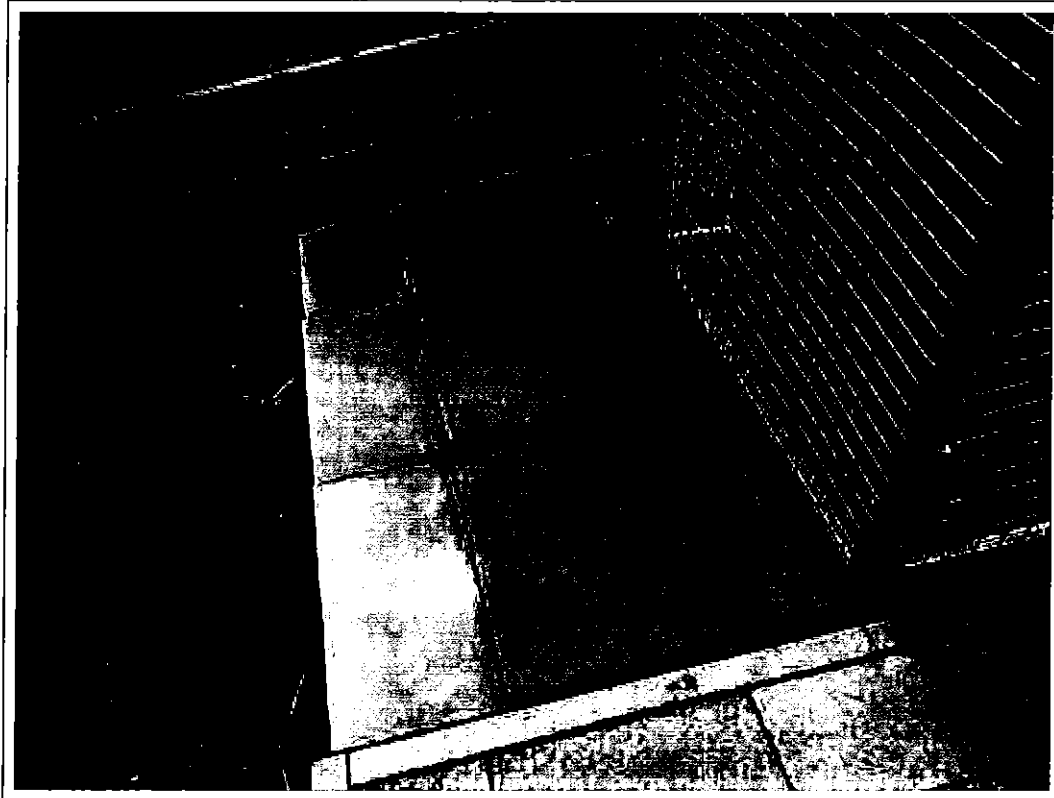


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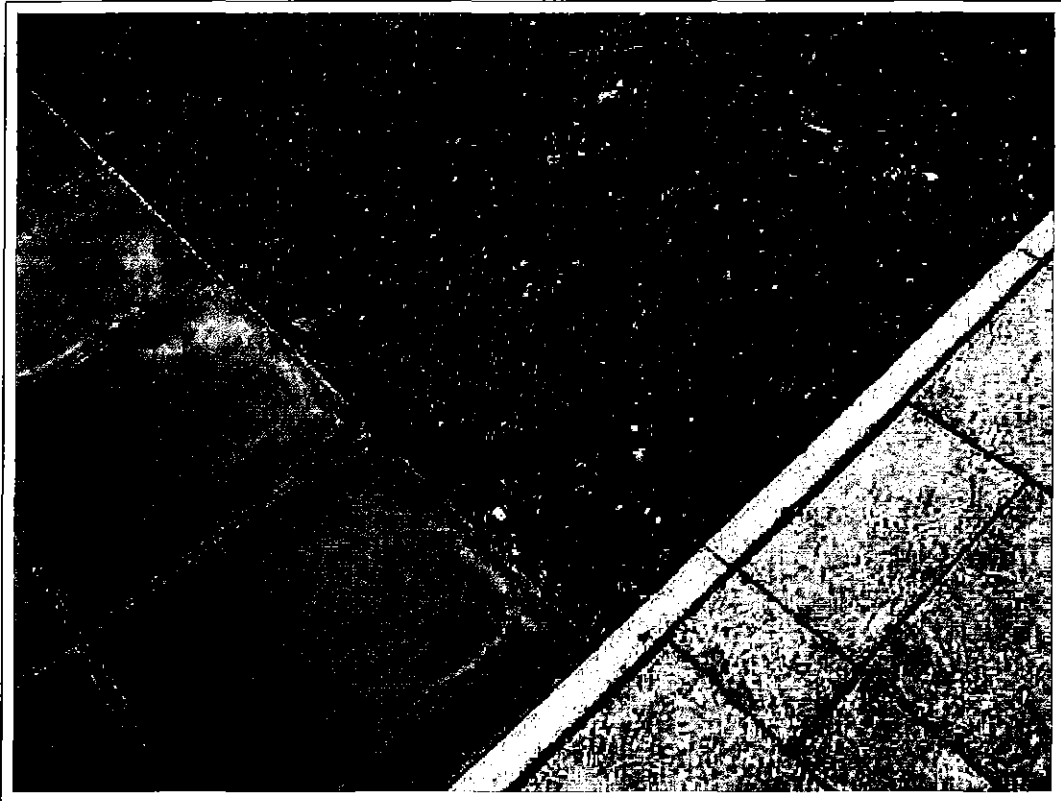


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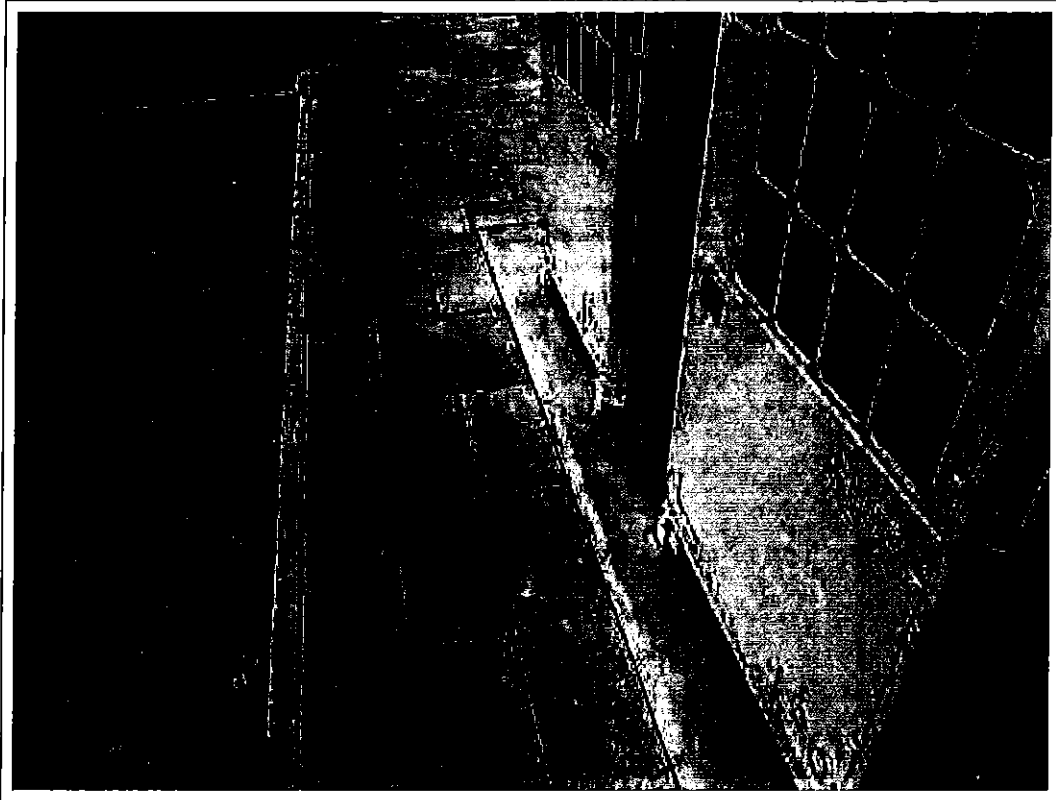


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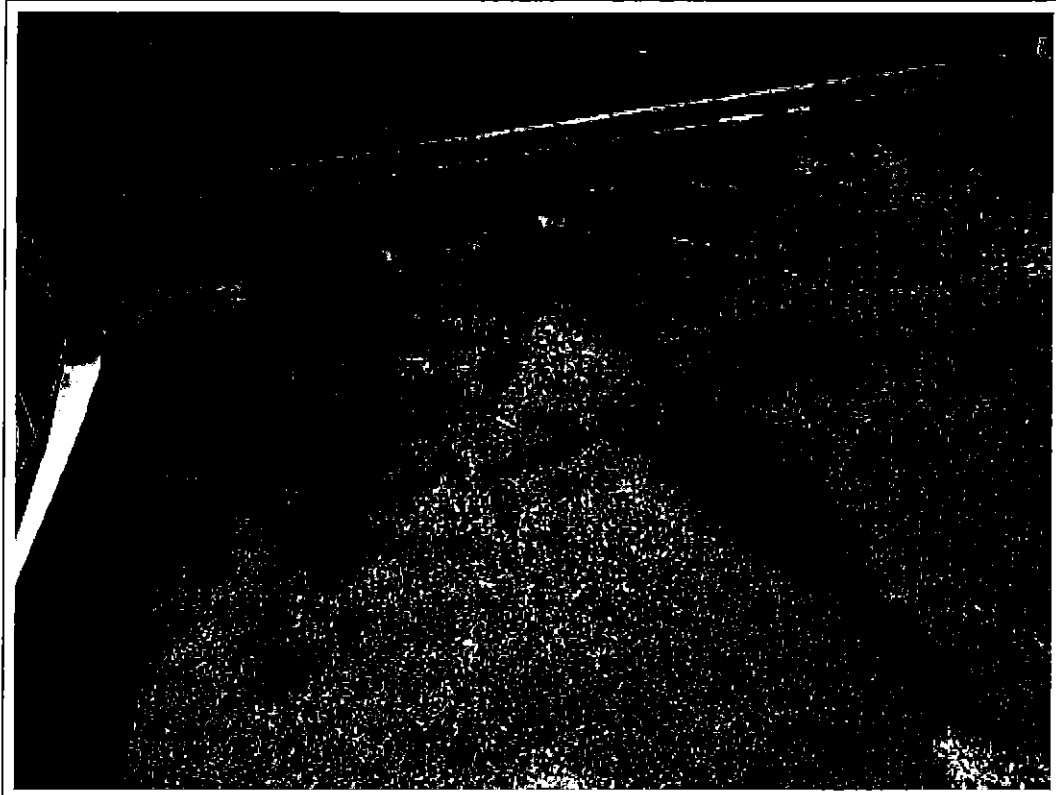


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Photo 309:



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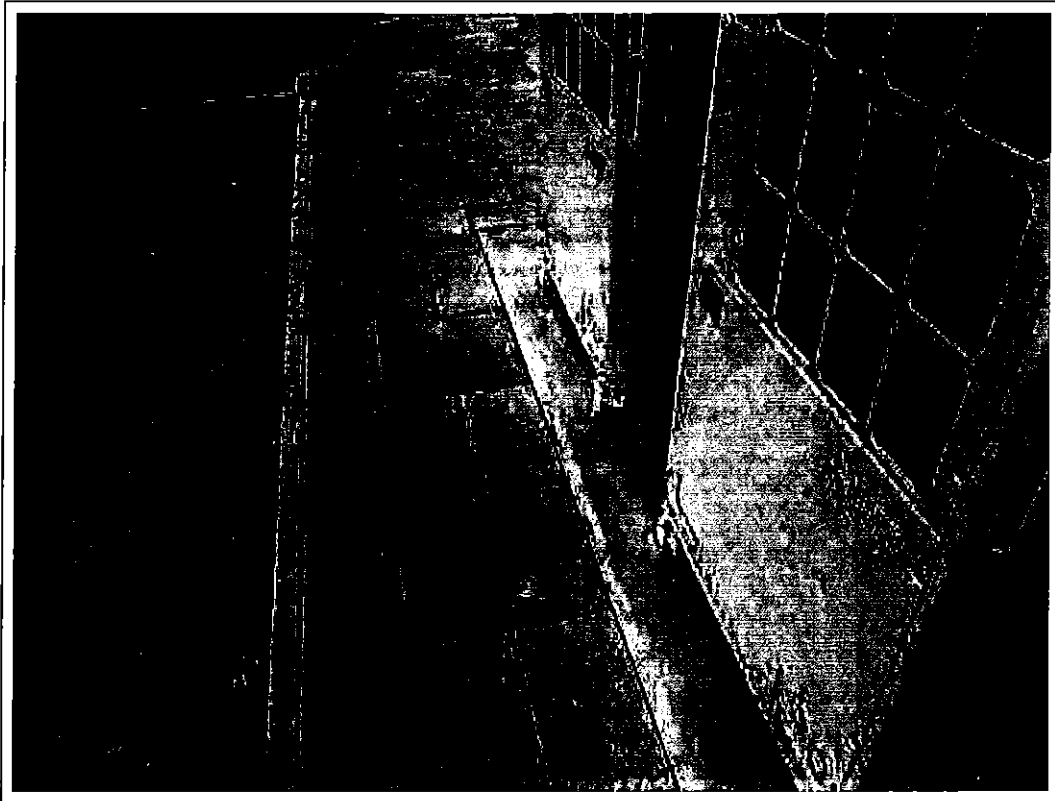


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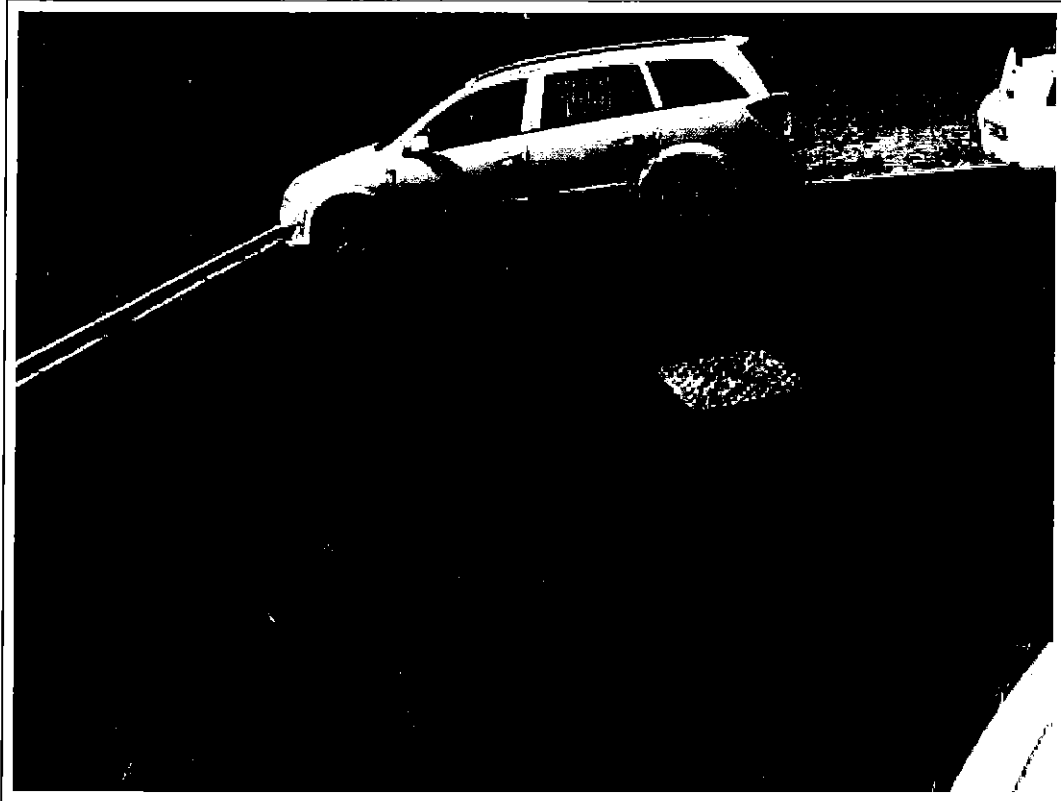


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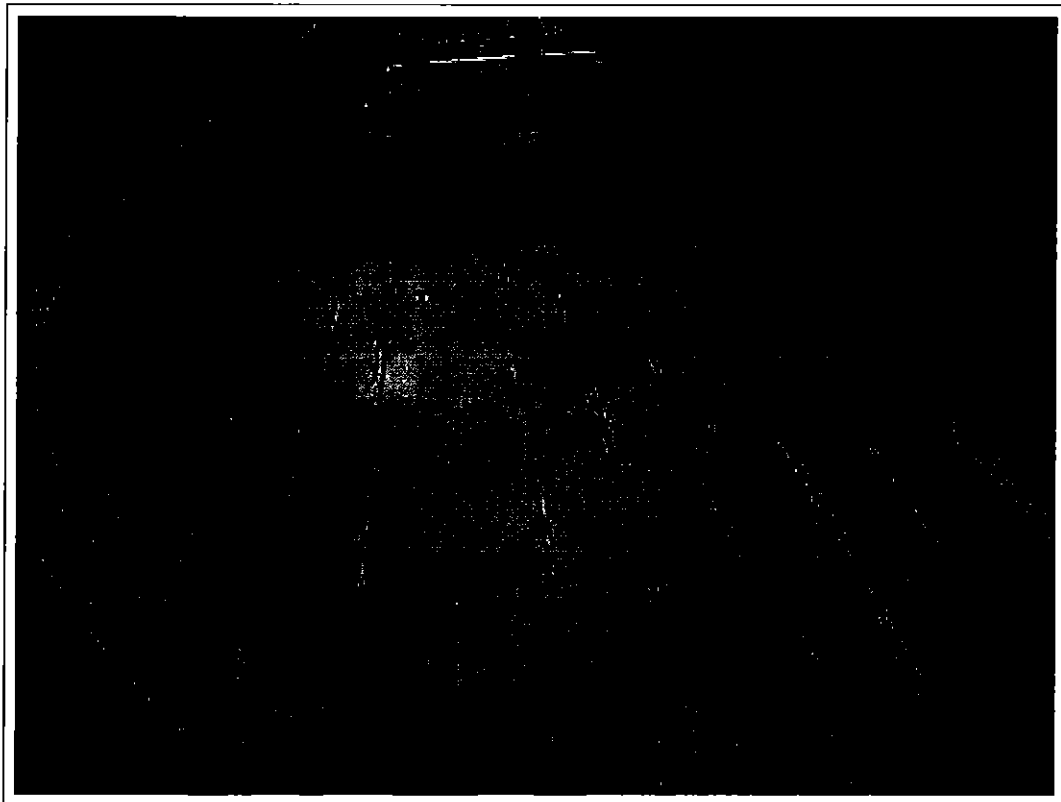


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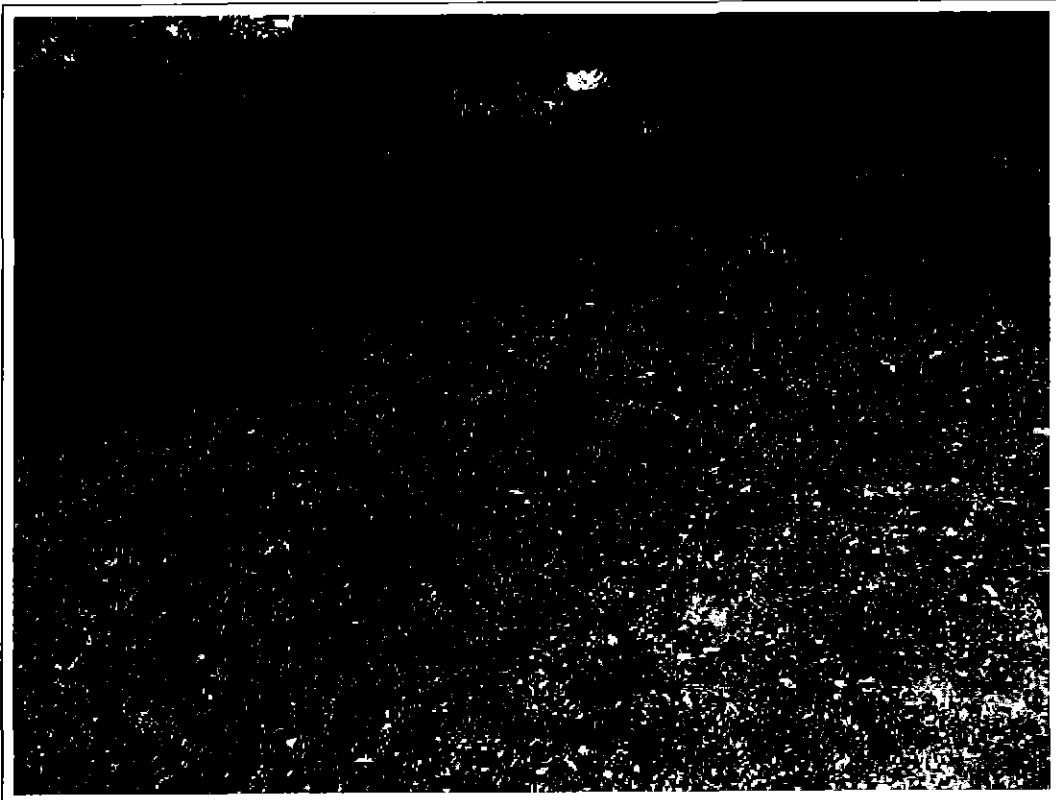


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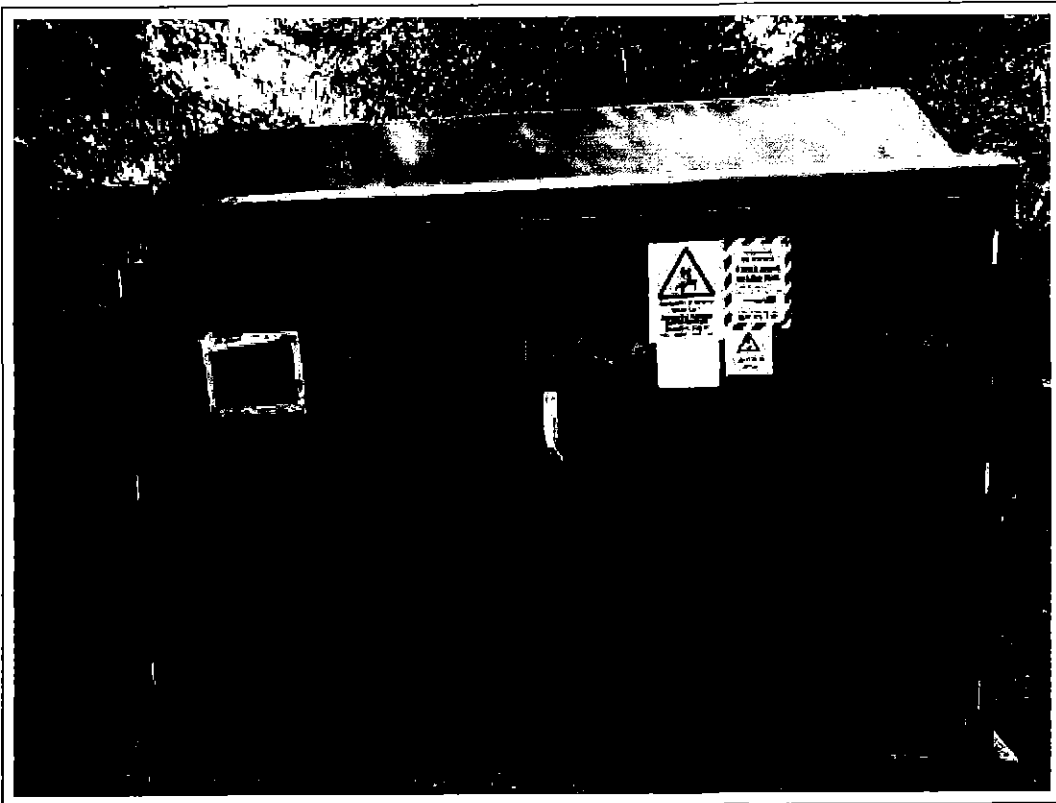


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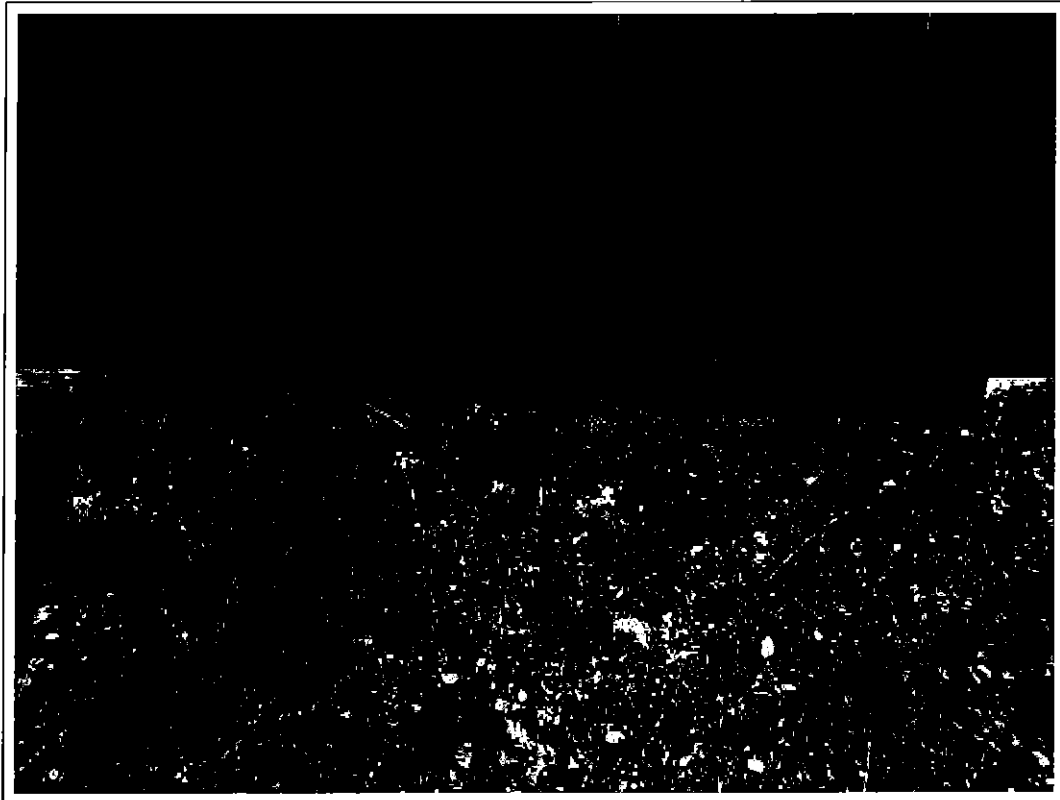


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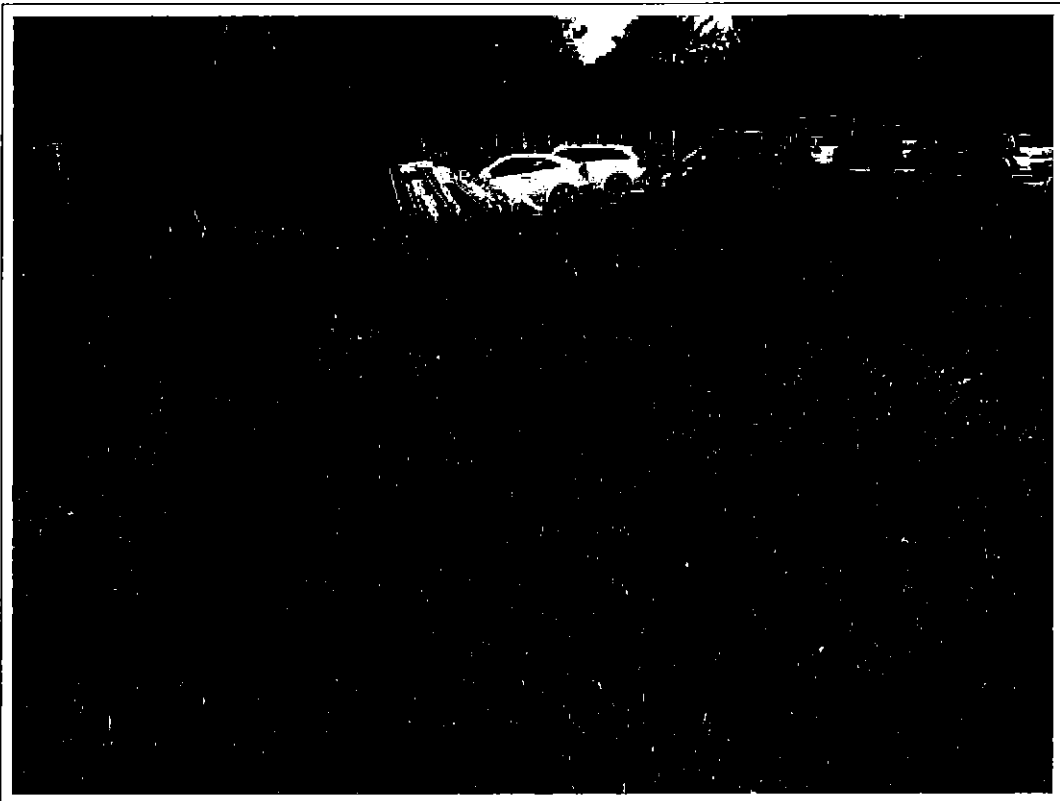


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Photo 319:



Photo 320:



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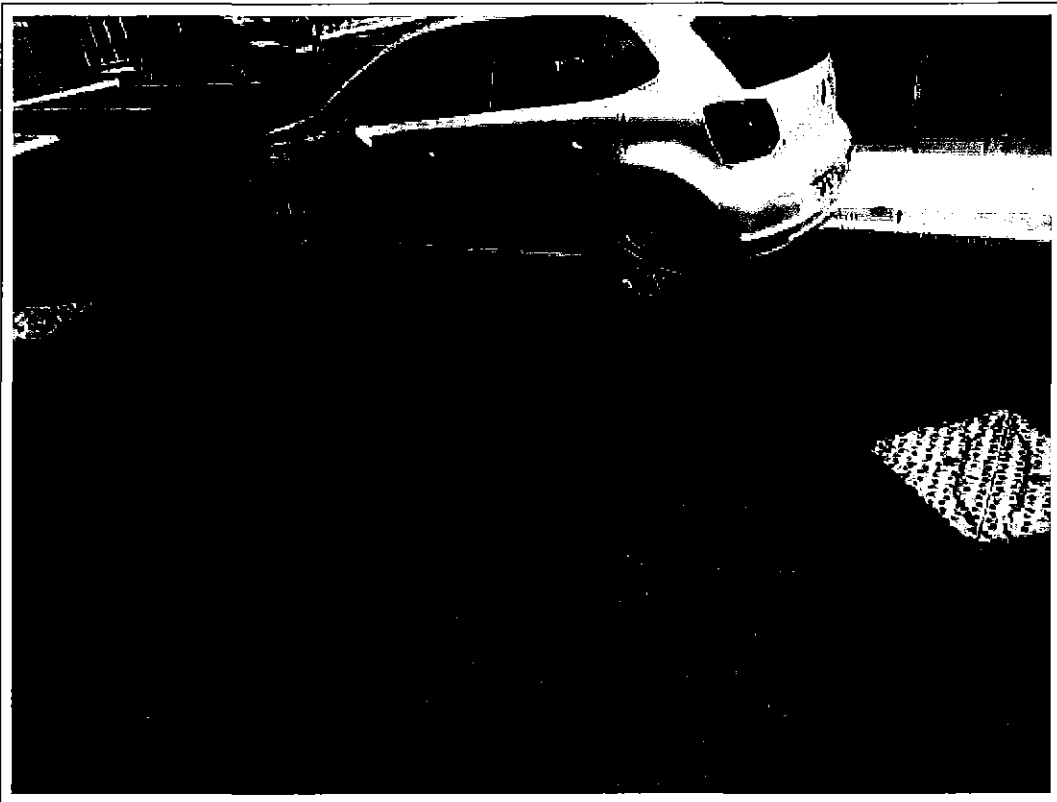


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Photo 323:



Photo 324:

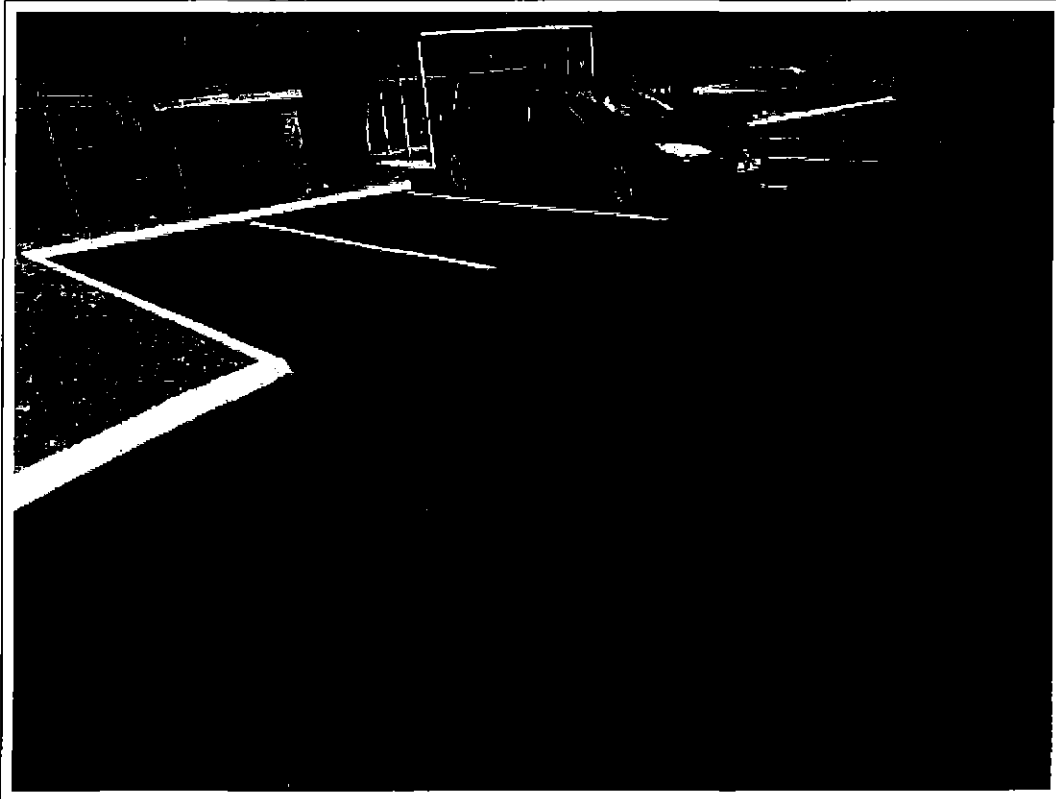


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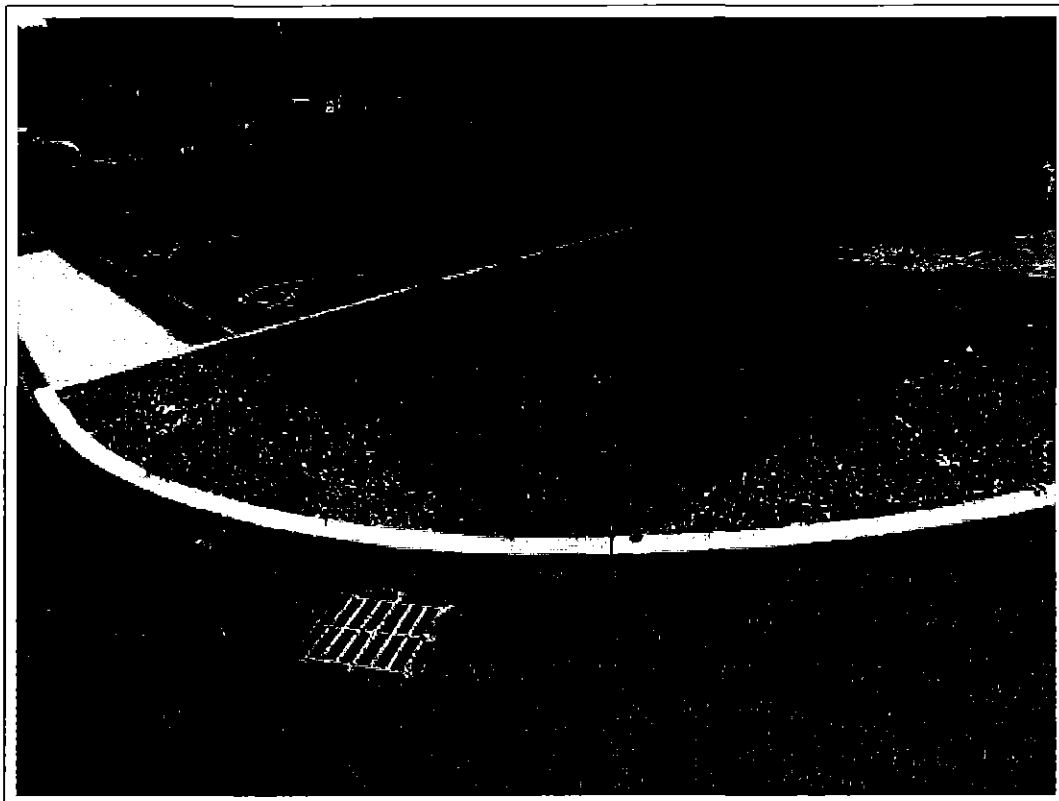


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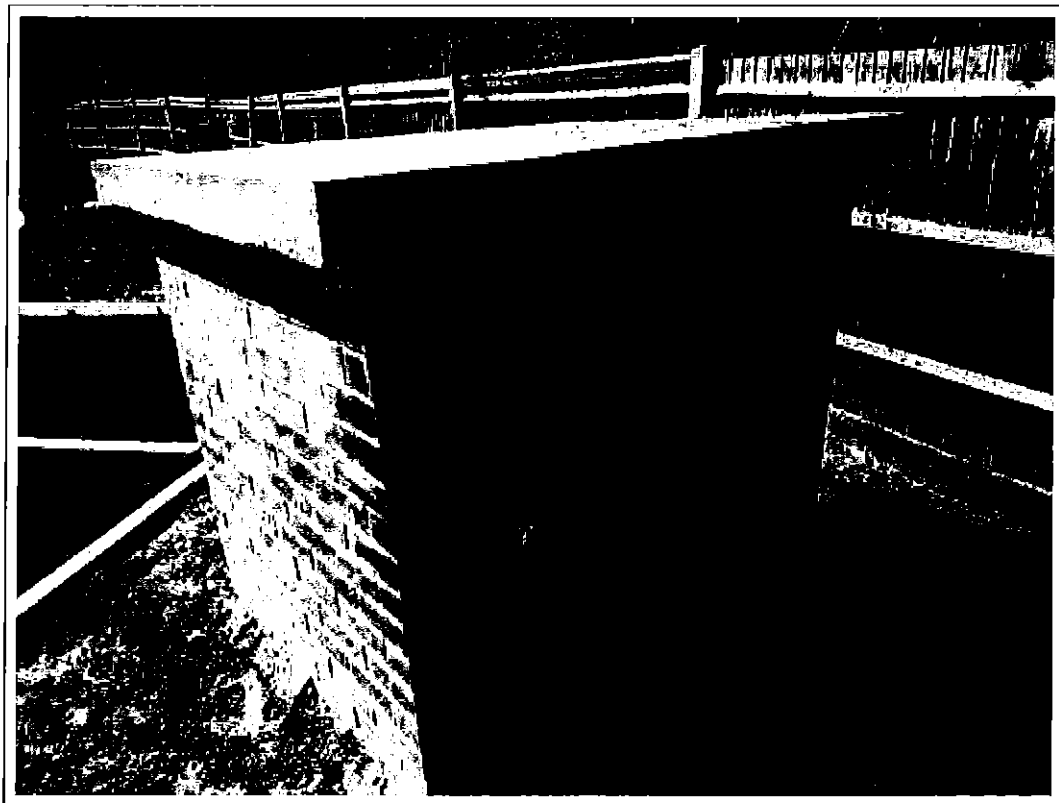


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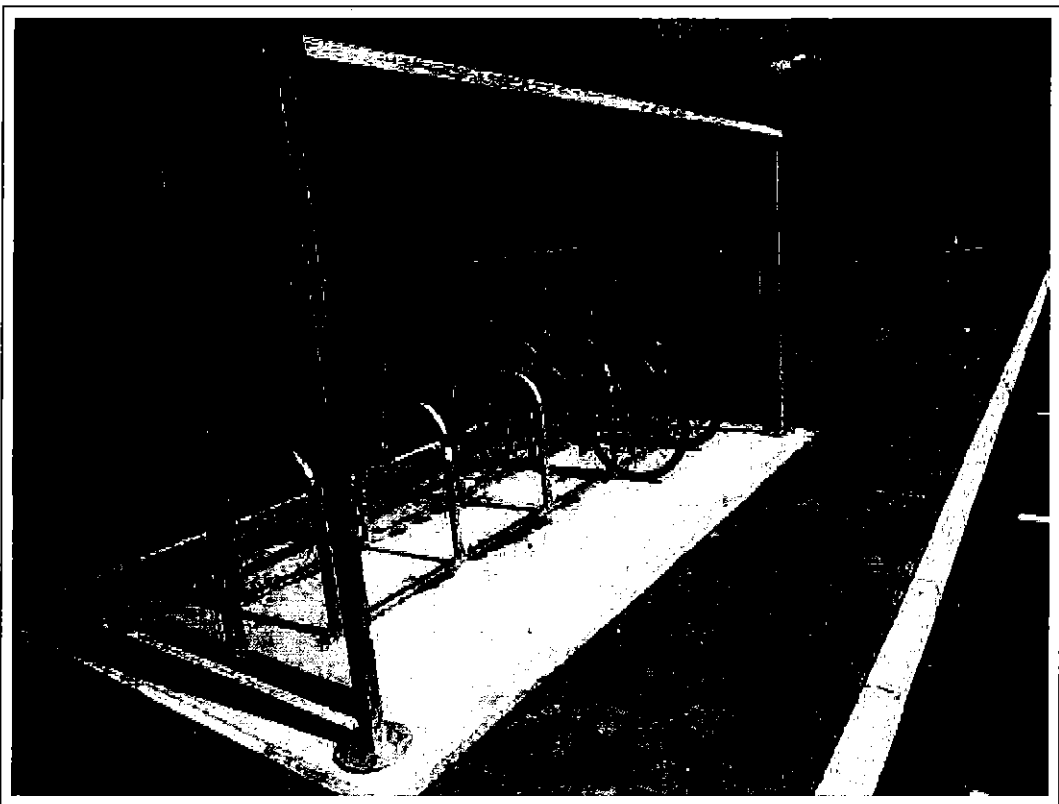


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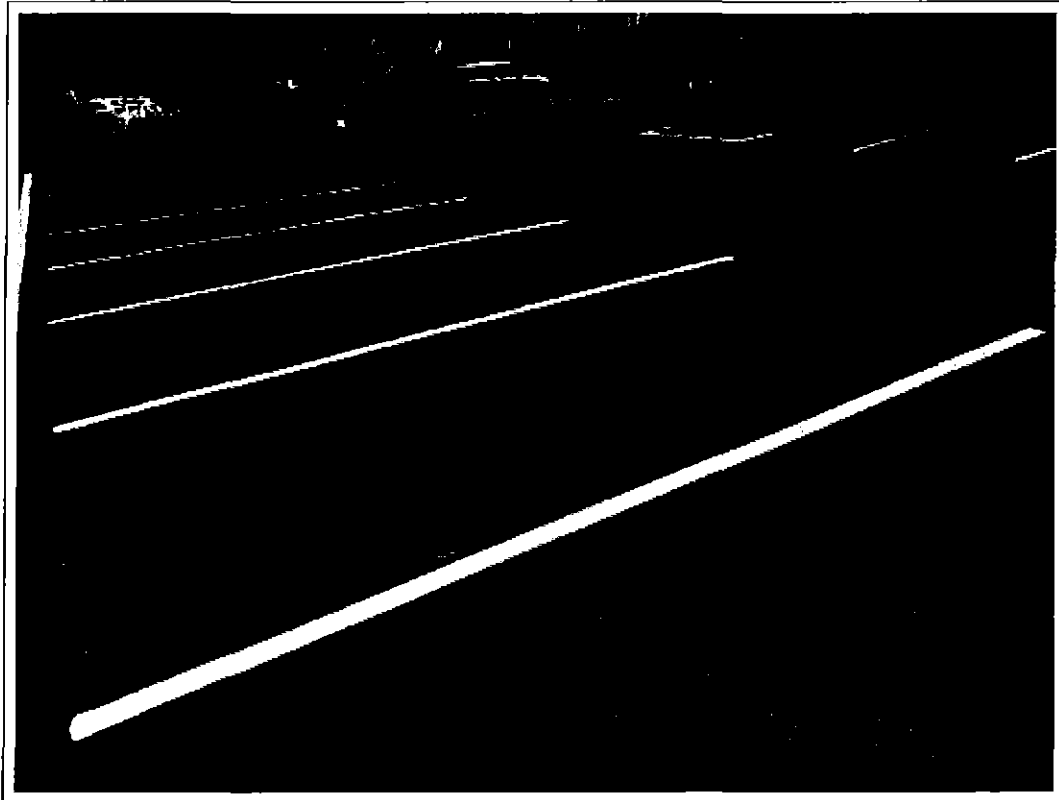


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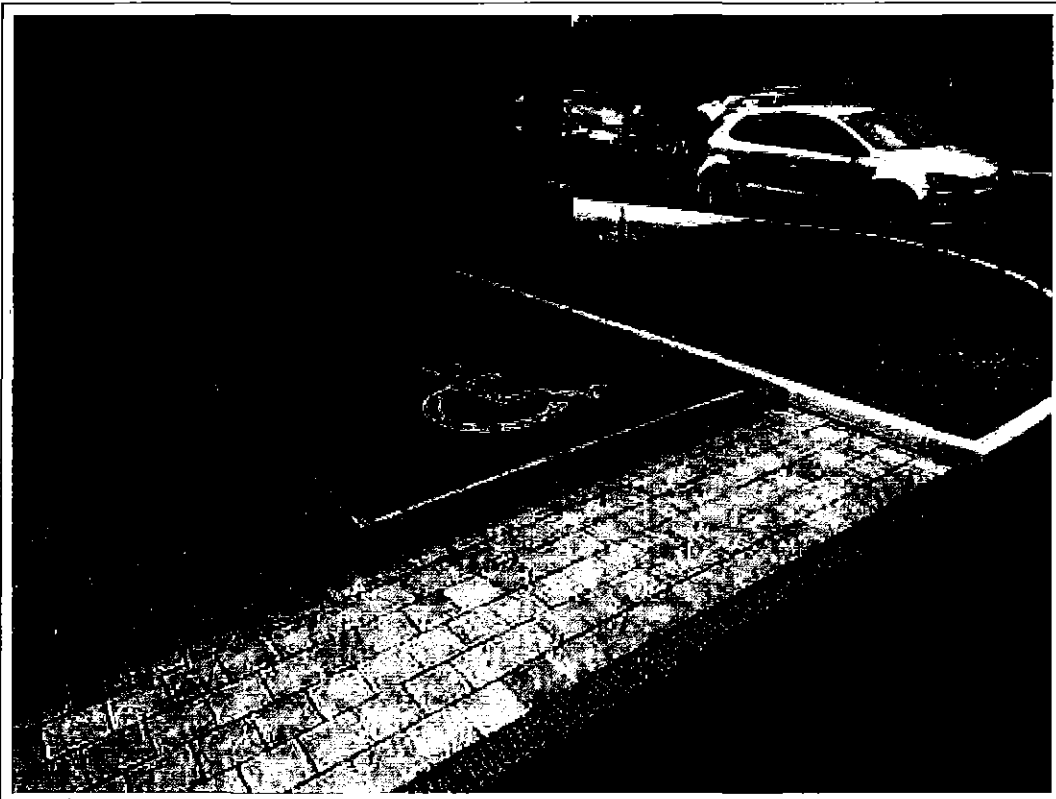


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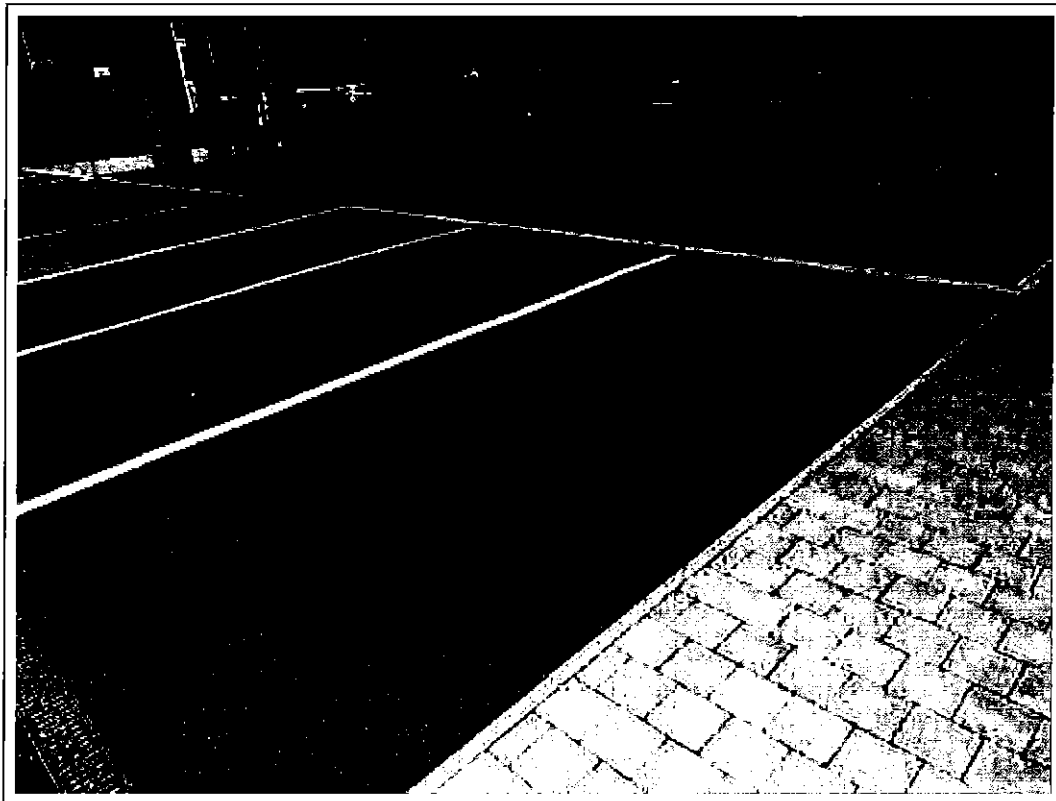


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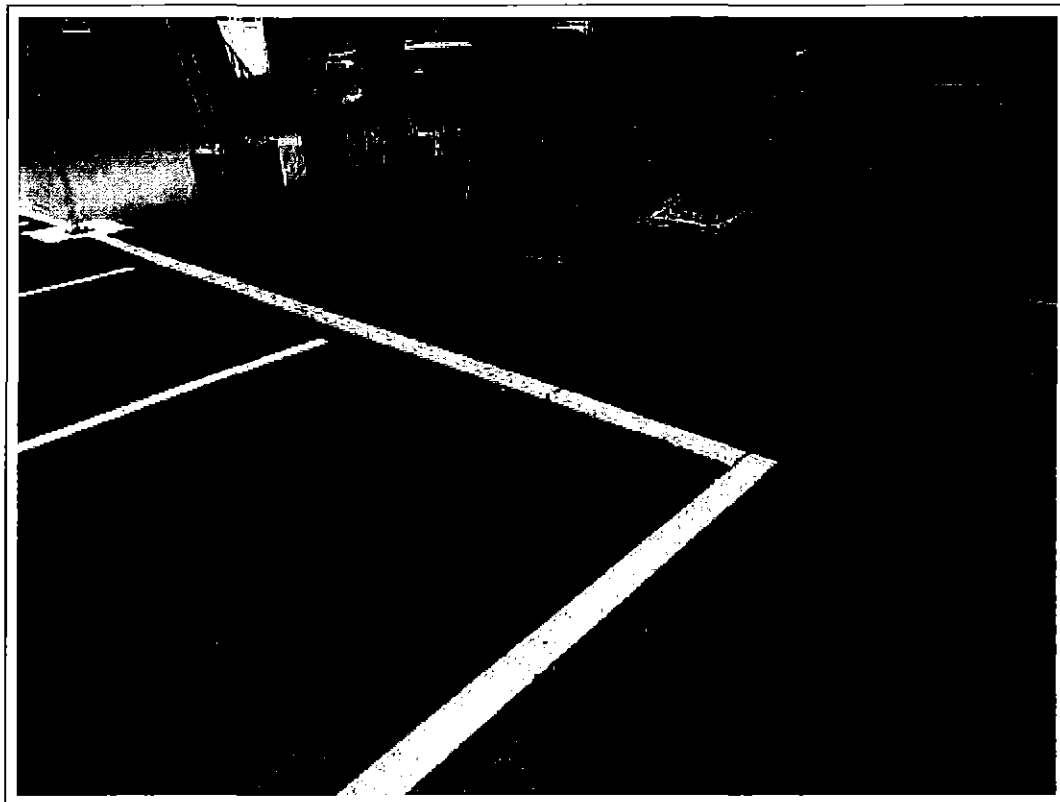


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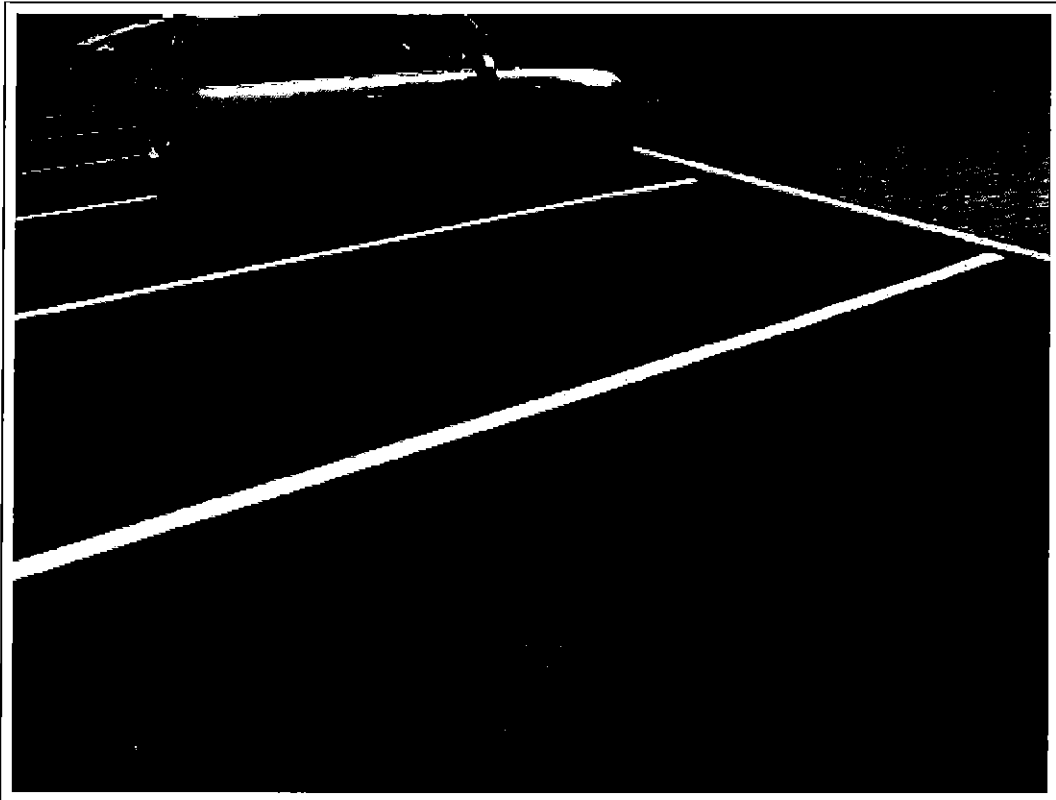


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Photo 336:

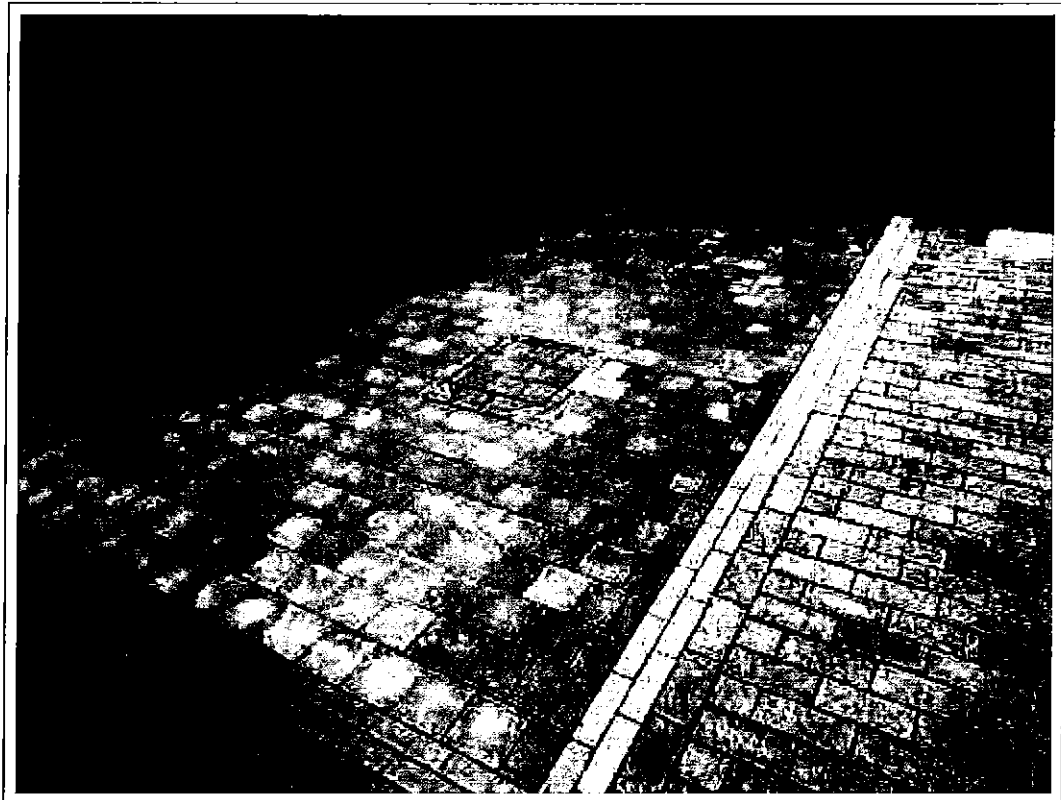
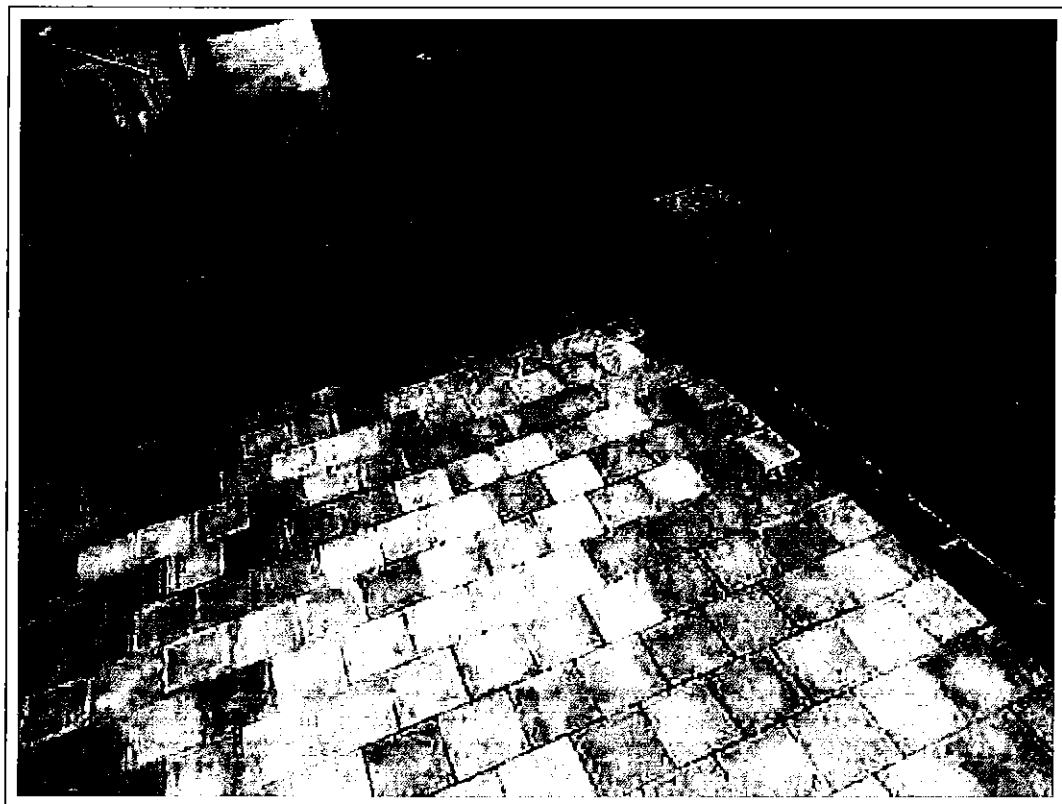
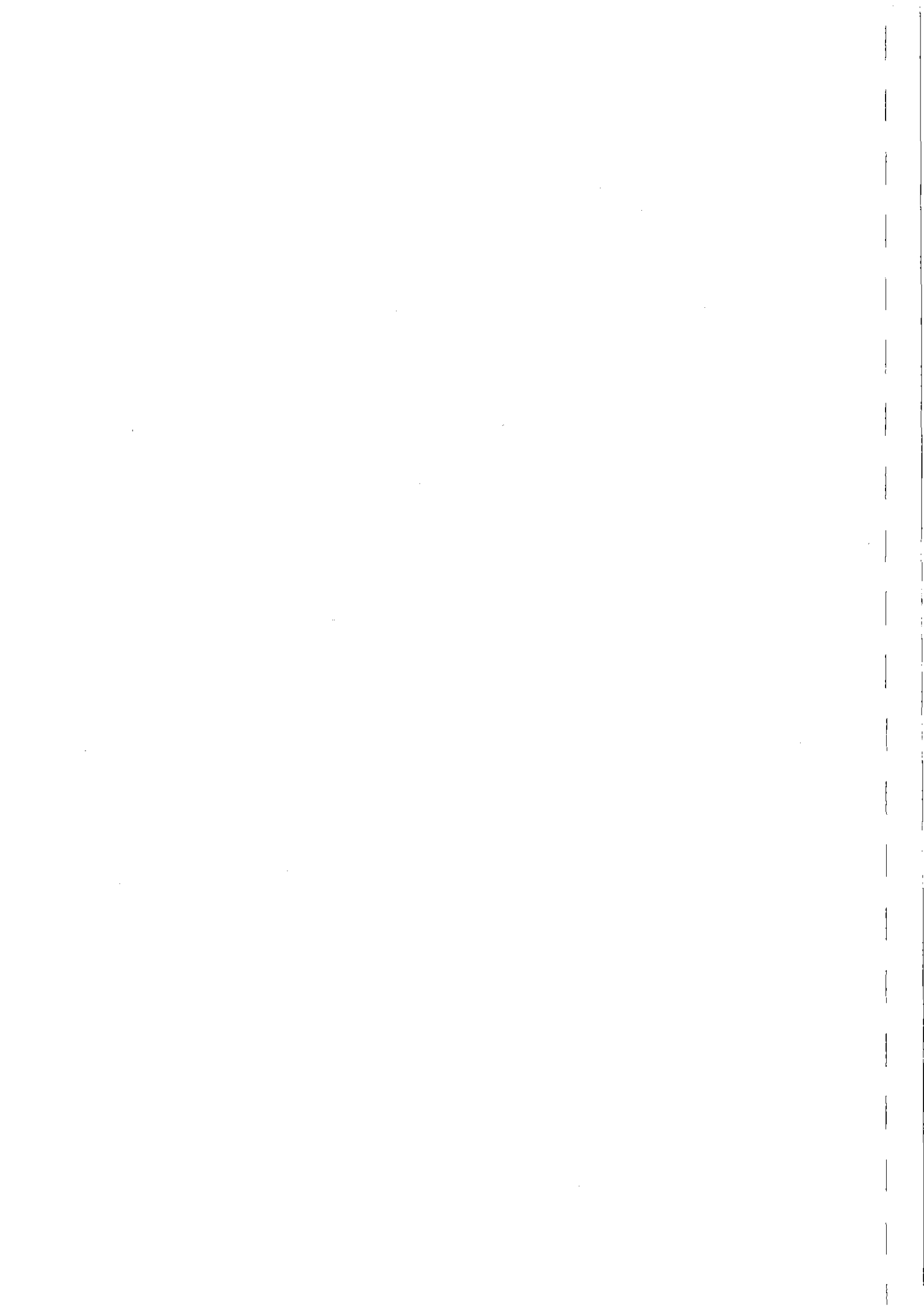
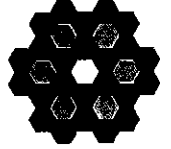


Photo 337:







Official copy of register of title

Title number SF311799

Edition date 10.05.2019

- This official copy shows the entries on the register of title on 27 Sep 2019 at 12:41:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Sep 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : EAST STAFFORDSHIRE

- 1 (03.06.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Errisberg House, Barton Turn, Barton Under Needwood, Burton-On-Trent (DE13 8EB).
- 2 (24.01.2019) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (11.01.2017) PROPRIETOR: JONATHAN DAVID MILLS care of West Midlands Referrals Ltd, Unit, 5 Britannia Way, Britannia Enterprise Park, Lichfield WS14 9UY as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham and ANDREW WHITTINGHAM care of West Midlands Referrals Ltd, Unit, 5 Britannia Way, Britannia Enterprise Park, Lichfield WS14 9UY as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham and WESTERBY TRUSTEE SERVICES LIMITED (Co. Regn. No. 02562924) of The Crescent, King Street, Leicester LE1 6RX as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham.
- 2 (11.01.2017) The price stated to have been paid on 6 January 2017 was £475,000.
- 3 (11.01.2017) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (11.01.2017) A Transfer dated 6 January 2017 made between (1) Jeffrey Frank Gould and Jennie Elizabeth Dingle and (2) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited contains

Title number SF311799

B: Proprietorship Register continued

purchaser's personal covenants.

NOTE: Copy filed.

- 5 (27.04.2017) The address for service of Westerby Trustee Services Limited has been changed.
- 6 (10.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2019 in favour of Lloyds Bank PLC referred to in the Charges Register.
- 7 (10.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2019 in favour of Lloyds Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (03.06.1992) The land is subject to the rights granted by a Deed of Grant dated 6 September 1960 made between (1) The Mayor Aldermen and Burgesses of the Borough of Burton Upon Trent (the Landowners) and (2) The South Staffordshire Waterworks Company (the Water Company).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 2 (24.01.2019) The land is subject to any rights that are granted by a Transfer of the land edged and numbered SF644231 in green on the title plan dated 11 January 2019 made between (1) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited and (2) Western Power Distribution (East Midlands) Plc and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

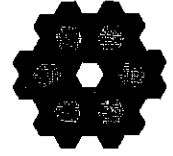
NOTE: Copy filed under SF644231.

- 3 (10.05.2019) REGISTERED CHARGE dated 4 April 2019.
- 4 (10.05.2019) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.
- 5 (10.05.2019) REGISTERED CHARGE dated 4 April 2019.
- 6 (10.05.2019) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

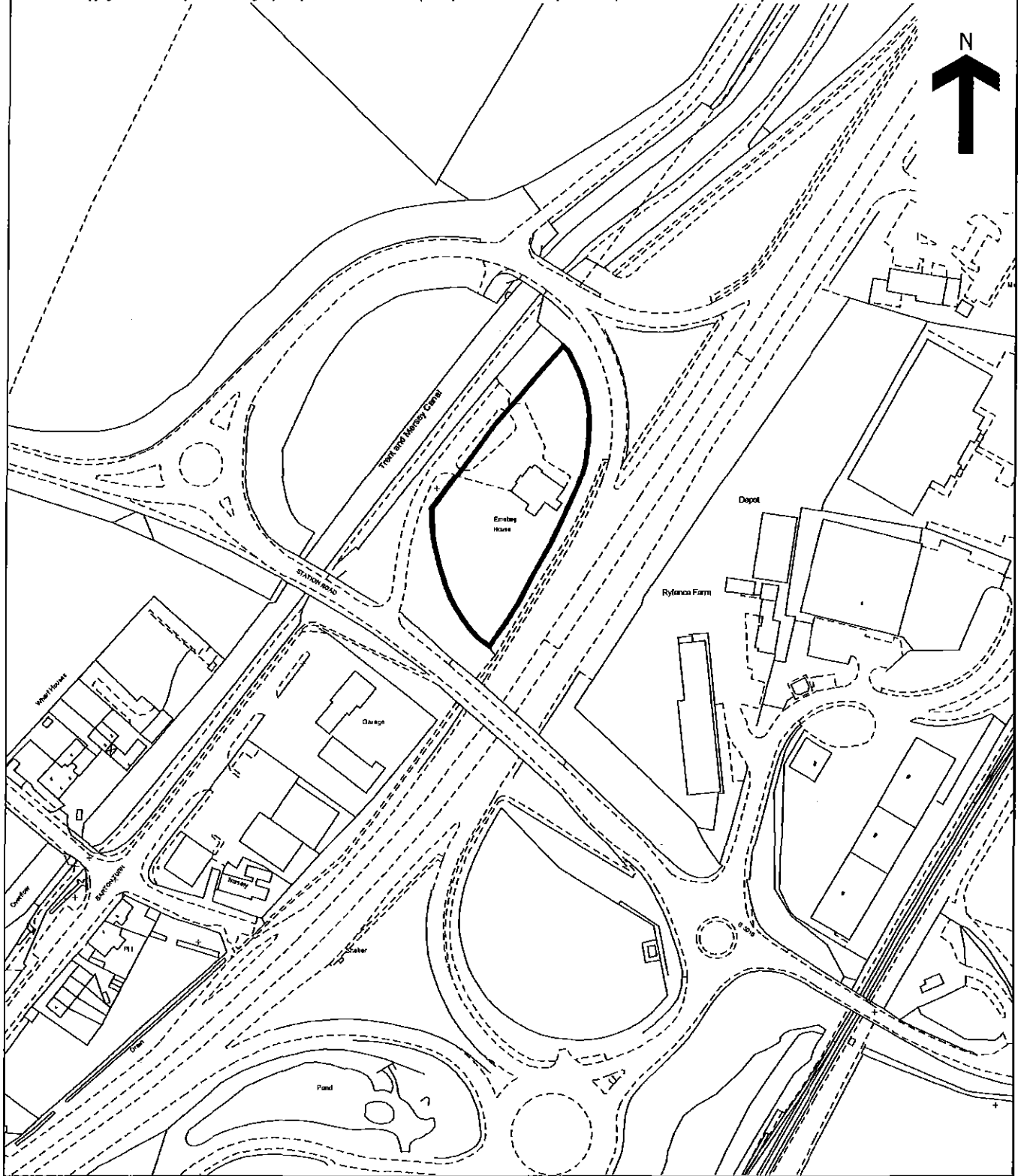
End of register

HM Land Registry
Official copy of
title plan

Title number SF311799
Ordnance Survey map reference SK2018SW
Scale 1:2500
Administrative area Staffordshire : East
Staffordshire



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Title number SF311799

B: Proprietorship Register continued

purchaser's personal covenants.

NOTE: Copy filed.

- 5 (27.04.2017) The address for service of Westerby Trustee Services Limited has been changed.
- 6 (10.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2019 in favour of Lloyds Bank PLC referred to in the Charges Register.
- 7 (10.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2019 in favour of Lloyds Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (03.06.1992) The land is subject to the rights granted by a Deed of Grant dated 6 September 1960 made between (1) The Mayor Aldermen and Burgesses of the Borough of Burton Upon Trent (the Landowners) and (2) The South Staffordshire Waterworks Company (the Water Company).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 2 (24.01.2019) The land is subject to any rights that are granted by a Transfer of the land edged and numbered SF644231 in green on the title plan dated 11 January 2019 made between (1) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited and (2) Western Power Distribution (East Midlands) Plc and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

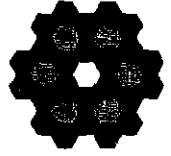
NOTE: Copy filed under SF644231.

- 3 (10.05.2019) REGISTERED CHARGE dated 4 April 2019.
- 4 (10.05.2019) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.
- 5 (10.05.2019) REGISTERED CHARGE dated 4 April 2019.
- 6 (10.05.2019) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

End of register

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