

Freeth  
Cartwright  
LLP

*24 June 2014*

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- (1) TRAF COURT PROPERTIES LIMITED
- (2) TASKMASTER RESOURCES LIMITED

LEASE

Relating To

Unit 4 Trafford Court Doncaster

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Ref: SZS/1163/D1996/38  
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Dated: 16 April 2014

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PRESCRIBED CLAUSES

**LR1. Date of lease**

24 June 2018

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

SYK21229

**LR2.2 Other title numbers**

NONE

**LR3. Parties to this lease**

**Landlord**

COMPANY NAME:	Trafcourt Properties Limited
REGISTERED OFFICE ADDRESS:	2 Spire House Waterside Business Park Clifton Road Ashbourne Derbyshire DE6 1DG
COMPANY REGISTERED NUMBER:	2871351

**Tenant**

COMPANY NAME:	Taskmaster Resources Limited
REGISTERED OFFICE ADDRESS:	8 Leodis Court David Street Leeds LS11 5JJ
COMPANY REGISTERED NUMBER:	03289148

***Other parties***

NONE

**LR4. Property**

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

See definition of "Premises" in clause 1 of this lease

**LR5. Prescribed statements etc.**

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

NONE

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

NONE

**LR6. Term for which the Property is leased**

The term as specified at clause 1 in this lease in the definition of "Contractual Term"

**LR7. Premium**

NONE

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

NONE

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

NONE

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

NONE

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

NONE

**LR11. Easements**

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

The easements as specified in Schedule 3 of this lease

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

The easements as specified in Schedule 2 of this lease

**LR12. Estate rentcharge burdening the Property**

NONE

**LR13. Application for standard form of restriction**

NONE

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

Not applicable

**LAND REGISTRY  
LAND REGISTRATION ACT 2002  
LEASE**

**Administrative Area** : South Yorkshire : Doncaster  
**Title Number** : SYK21229  
**Property** : Unit 4 Trafford Court, Doncaster

**THIS LEASE** is made on *24 June* 2014 between the parties stated below and is a new tenancy under the Landlord and Tenant (Covenants) Act 1995

**(1) the Landlord**

**TRAF COURT PROPERTIES LIMITED**

Company Number: 2871351  
Registered Office: 2 Spire House Waterside Business  
Park Clifton Road Ashbourne  
Derbyshire DE6 1DG

**(2) the Tenant**

**TASKMASTER RESOURCES LIMITED**

Company Number: 03289148  
Registered Office: 8 Leodis Court David Street Leeds  
LS11 5JJ

**1. DEFINITIONS**

In this Lease unless inconsistent with the context the following words have the following meanings:

1925 Act	the Law of Property Act 1925
1927 Act	the Landlord and Tenant Act 1927
1954 Act	the Landlord and Tenant Act 1954
1995 Act	the Landlord and Tenant (Covenants) Act 1995
1999 Act	the Contracts (Rights of Third Parties) Act 1999
2003 Order	the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
Car Park Rent	means the sum of twelve hundred pounds (£1,200) per annum in respect of the use of the 2 car parking spaces referred to in paragraph 5 of Schedule 3 and the rent ascertained under the provisions of Schedule 4 as being the car park rent

		for the time being payable under clause 3.2 of this Lease
Common Parts		the service yard roads parking areas walkways and amenities in the Landlord's Property provided or designated by the Landlord from time to time for common use by the tenants of the Landlord's Property
Conduits		all conduits sewers drains mains ducts gutters watercourses wires cables channels flues radiators and all other conducting and telecommunications media and including any fixings louvres cowls and any other ancillary apparatus which are at any time in on over or under the Landlord's Property
Contractual Term		a term from and including 1 September 2014 and ending on 31 August 2024
Energy Assessor		an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 35 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 17F of the Building Regulations 2000
Energy Certificate	Performance	a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 17E of the Building Regulations 2000
Initial Rent		means twenty one thousand five hundred pounds (£21,500) per annum exclusive of VAT
Insured Risks		to the extent only that insurance against loss damage or destruction occasioned by or as a consequence of such risks is available in the UK insurance market on terms and at a premium which are acceptable to the Landlord acting reasonably fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious damage earthquake storm tempest flood bursting and overflowing of water pipes tanks and

	other apparatus impact by road vehicles terrorism subsidence heave and such other risks as the Landlord from time to time in its reasonable discretion may think fit to insure against
Interest	interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or if the base rate referred to in the definition of Interest Rate ceases to exist such other rate of interest most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Surveyor in a fair and reasonable manner acting as an expert and not as an arbitrator
Interest Rate	4% per year above the base lending rate from time to time of Barclays Bank Plc or such other bank being a member of the British Bankers' Association as the Landlord may from time to time reasonably nominate in writing
Landlord's Property	the Landlord's property of which the Premises and the Common Parts form part registered at HM Land Registry under title number SYK21229 and known as Trafford Court, Doncaster and each and every part of it including any additions and extensions from time to time made to it
Permitted User	as offices within the meaning of Class B1 in Part A of the Town and Country Planning (Use Classes) Order 1987 (as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005)
Plan	means the plan annexed to this Lease
Planning Acts	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

Do not scale from this drawing  
 The contractor is to check all dimensions on site  
 and report any discrepancies to the architect  
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 have been generally asserted

C	23-10-2012	Drawn: PM	Check: TRZ
Demise revised			
B	16-10-2012	Drawn: PM	Check: TRZ
Demise revised			
A	20-09-2012	Drawn: PM	Check: TRZ
Initial Issue			

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 Telephone: 44(0)1142714451  
 Facsimile: 44(0)1142720010  
 Website: www.jeffersonsheard.com



Jefferson  
 Sheard  
 Architects

Project: Trafford Court  
 Doncaster

Drawing: Lease Plan

Scale: 1:200@A3  
 Date: 20-09-2012

Ref: 0368  
 Number: A\_0000  
 Rev: C



Premises	the premises known as Unit 4 Trafford Court, Doncaster being part of the property comprised in the above Title Number as more particularly described in Schedule 1
Recommendation Report	the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 including a report issued by an Energy Assessor for the purposes of regulation 17E(4) of the Building Regulations 2000 or regulation 12(4) of the Building (Approved Inspectors etc.) Regulations 2000
Rent	the Initial Rent and the rent ascertained under the provisions of Schedule 4 as being the rent for the time being payable under clause 3.1 of this lease
Rent Commencement Date	<del>the date of this Lease</del> 1 September 2018
Rent Dates	1 <sup>st</sup> March 1 <sup>st</sup> June 1 <sup>st</sup> September and 1 <sup>st</sup> December
Rents	the rents reserved by Clause 3 of this Lease and any of them
Review Date	means 1 September 2019
Service Charge Percentage	12.5%
Services	the services facilities and amenities specified in Part C of Schedule 8
Surety	any person who at any time guarantees the performance by the Tenant of its obligations contained in this Lease other than pursuant to an authorised guarantee agreement
Surveyor	any duly and properly qualified person appointed by the Landlord to perform any of the functions of the Surveyor under this Lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act)
Utilities	includes gas water electricity telephone installations foul and surface water drainage and information services facilities
VAT	Value Added Tax or any tax of a similar nature that may be substituted for it or levied in addition to it

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## 2. INTERPRETATION

- 2.1. The expressions "**the Landlord**" and "**the Tenant**" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title and assigns respectively and references to "**the Surety**" include the personal representatives of any such person
- 2.2. Where the Landlord or the Tenant or the Surety for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3. Words importing one gender include all genders and words importing the singular include the plural and vice versa
- 2.4. References to "**the Premises**" in the absence of any provision to the contrary include any part of the Premises
- 2.5. The expression "**the Term**" means the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term (other than pursuant to a new lease) whether by statute or common law
- 2.6. References to any right of the Landlord to have access to the Premises shall be construed as extending to all persons properly and reasonably authorised by the Landlord including any superior landlord and any mortgagee where such superior lease or mortgage grants such rights of access to the superior landlord or mortgagee
- 2.7. Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Tenant is aware or ought to be aware that such act or thing is being done
- 2.8. References to "consent of the Landlord" or words of similar effect mean a consent in writing signed by or on behalf of the Landlord and any superior landlord and any mortgagee and references to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord and any superior landlord and any mortgagee
- 2.9. "**development**" shall where the context so permits have the meaning given by Section 55 of the Town and Country Planning Act 1990
- 2.10. Save in relation to any reference to the Town and Country Planning (Use Classes) Order 1987 and/or the Use Classes (Amendment) Order 2005 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes

- 2.11. References in this Lease to any clause sub-clause of or schedule without further designation shall be construed as a reference to the clause sub-clause of or schedule to this Lease so numbered
- 2.12. The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.13. For all purposes of this Lease the terms defined in the Schedules have the meanings specified
- 2.14. References to this Lease include any written licence consent or other document entered into by the Landlord and the Tenant and arising out of or supplementary to this Lease (whether or not any person who is for the time being the Surety is a party)

### **3. DEMISE**

The Landlord demises to the Tenant with full title guarantee the Premises excepting and reserving to the Landlord the rights specified in Schedule 2 but together with the rights specified in Schedule 3 to hold the Premises to the Tenant for the Contractual Term subject to all matters contained or referred to in Title Number SYK21229 as at 30 January 2014 at 11:33:18 insofar as they affect the Premises and are still subsisting and capable of talking effect and except for financial charges paying to the Landlord as rent:

- 3.1. the Rent payable by equal quarterly payments in advance on the Rent Dates in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the next Rent Date to be paid on the date of this Lease;
- 3.2. the Car Park Rent payable by equal quarterly payments in advance on the Rent Dates in every year and proportionately for any period of less than a year the first of such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the next Rent Date to be paid on the date of this Lease
- 3.3. any VAT payable under the terms of Clause 4.2.3;
- 3.4. the Insurance Rent payable within fourteen (14) days of written demand in accordance with Schedule 5;
- 3.5. any Interest payable pursuant to Clause 4.20
- 3.6. the Service Charge in accordance with Schedule 8

### **4. THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord throughout the Term:

4.1. Rents

4.1.1. to pay the Rents on the days and in the manner set out in this Lease without any deduction set-off or counterclaim

4.1.2. to pay the Rent and any VAT chargeable on the Rent by means of a BACS transfer or standing order to the Landlord's bankers

4.2. Outgoings and VAT

to pay and to indemnify the Landlord against:

4.2.1. all rates taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed upon the Premises exclusively or upon the owner or occupier of them (except any payable by the Landlord occasioned by any disposition or dealing with or ownership of the reversion of this Lease or the receipt of the Rents)

4.2.2. the proportion properly and fairly attributable to the Premises (to be properly and reasonably determined by the Surveyor if there is any dispute) of all taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed upon the Premises and any other property (including any adjoining property) or upon the owner or occupier of them (except any payable by the Landlord occasioned by any disposition or dealing with or ownership of the reversion of this Lease or the receipt of the Rents)

4.2.3. (subject to receipt of a valid VAT invoice) VAT properly chargeable in respect of all taxable supplies made to the Tenant or the Surety in connection with this Lease on the due date for making payment

4.3. Utilities Consumed

to pay to the suppliers and to indemnify the Landlord against all charges for all Utilities and other services consumed or used at or in relation to the Premises (including apparatus and/or meter rents)

4.4. Repair and Upkeep

4.4.1. to keep the whole of the Premises in good and substantial repair and condition (damage caused by Insured Risks excepted save to the extent that the insurance is vitiated or any insurance proceeds are withheld in consequence of any act or omission of the Tenant or anyone at the Premises with the Tenant's actual or implied authority)

4.4.2. to keep in good working order repair and condition replacing any of them becoming beyond repair during the Term :

4.4.2.1. all Conduits exclusively serving the Premises;

4.4.2.2. all lighting heating and ventilation systems; and

4.4.2.3. all fire fighting equipment and sprinklers

4.4.3. to keep the whole of the Premises including the inside and the outside of all windows at the Premises in a clean condition

4.4.4. to redecorate the exterior and the interior of the Premises in a good and workmanlike manner and with appropriate materials of good quality as often as shall be reasonably necessary in order to preserve the Premises and to keep them in an attractive condition consistent with good quality offices and in any event so that the exterior and the interior are redecorated in the last year of the Term with the colours for the final decoration during the Term having been first approved by the Landlord (such approval not to be unreasonably withheld or delayed) Provided That the Tenant shall not be required to redecorate the interior or the exterior (as appropriate) more than once in any 12 month period and Further provided that the Tenant shall not be required to carry out any works in the last year of the Term where the Tenant holds over on expiry of this Lease and thereafter completes a new Lease of the Premises or additional premises which includes the Premises

4.4.5. (to the extent such expense is not recovered through the Service Charge) to pay within 21 days of receipt of a written demand the proportion (reasonably and properly determined by the Landlord) attributable to the Premises of the reasonably and properly incurred expense of repairing and cleaning all party and other walls conduits and other items belonging to the Premises and/or used in common with any other property

4.4.6. to comply within two (2) months after receiving written notice from the Landlord (or sooner if requisite) to repair and make good the Premises in accordance with this Lease and such notice and if the Tenant fails to do so and the Landlord properly incurs costs in executing such works itself then to pay the Landlord within 21 days of receipt of written demand as a debt the whole of such costs properly incurred in effecting such works

#### 4.5. Waste and Alterations

4.5.1. not to commit any waste at the Premises

4.5.2. not to make any alteration or addition to the Premises except that the Tenant may carry out:

4.5.2.1. internal non-structural alterations with the Landlord's prior written consent (not to be unreasonably withheld or delayed) subject to the remaining provisions of this Clause 4.5

4.5.2.2. the erection alteration or removal by the Tenant of internal demountable partitioning and consequential adjustments of ducting ceiling tiles light fitting and wiring without the

Landlord's consent provided that such works are carried out in accordance with all relevant British Standards and to other acceptable industry standards and with any necessary consents of any competent authority and plans of the partitions (and details of the alteration or removal of partitioning) are as soon as practicable deposited with the Landlord

- 4.5.3. if the Landlord gives the Tenant consent to make any alterations to the Premises:
  - 4.5.3.1. to obtain and comply with all necessary consents of any competent authority paying all charges of any such authority in respect of such consents and furnishing to the Landlord such evidence as the Landlord shall reasonably require of compliance with and payment for all such consents
  - 4.5.3.2. to supply drawings and where appropriate a specification in duplicate
  - 4.5.3.3. to pay the reasonable and proper fees of the Landlord and any professional advisers of the Landlord
  - 4.5.3.4. to enter into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterations
  - 4.5.3.5. to perform all such works in a proper and workmanlike manner using materials of good quality
  - 4.5.3.6. to remove any additional buildings additions alterations or improvements made to the Premises or any demountable partitions installed in the Premises at the expiration of the Term if so reasonably requested by the Landlord in writing and to make good any part or parts of the Premises which may be damaged by such removal to the reasonable satisfaction of the Landlord acting reasonably
  - 4.5.3.7. to comply with the Construction (Design and Management) Regulations 2007 and supply the Landlord with a copy of any safety file required to be maintained by the Tenant under those regulations and to supply all information to the Landlord that the Landlord acting reasonably requires from time to time to comply with the Landlord's obligations under those regulations
- 4.5.4. not to do anything on the Premises which would remove support from any of the Landlord's Property

4.5.5. not to carry out any alteration to the Premises which would or may reasonably be expected to have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Premises or the Landlord's Property

4.6. Aerials Signs and Advertisements

not without the Landlord's consent (such consent not to be unreasonably withheld or delayed) to:

4.6.1. erect any bracket pole mast wire aerial or dish (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises

4.6.2. display on the exterior of the Premises or on the windows or inside the Premises so as to be visible from outside the Premises any name writing notice sign placard poster sticker or advertisement other than a sign showing the Tenant's name and business or the name and business of any lawful occupier of the Premises of a type size and design approved by the Landlord (such approval not to be unreasonably withheld or delayed in the case of a professional sign of reasonable dimensions)

4.7. General Legislation

4.7.1. to observe and comply with the provisions and requirements of all legislation affecting the Premises or anything taking place there including (without limitation) the Defective Premises Act 1972 the Health and Safety at Work Act 1974 and the Occupiers Liability Acts 1957 and 1984 and to indemnify the Landlord against the consequences of any breach of this obligation

4.7.2. if the Tenant receives notice of any order or proposal under any legislation to give notice to the Landlord immediately and at the Landlord's request and cost (save where such notice relates to the Tenants' act omission or breach) to make or join with the Landlord in making such objections or representations as the Landlord requires

4.7.3. to obtain all necessary licences or approvals from any relevant regulatory or statutory body so far as necessary for the activities of the Tenant on the Premises and at all times to display and maintain all notices which are required (whether or not by the Landlord) to be displayed at the Premises

4.8. Access of Landlord

to permit the Landlord in each case after having made a prior written appointment at reasonable times of the day (except in case of emergency when no prior notice is required) to enter the Premises in order to:

- 4.8.1. ascertain whether the covenants and conditions of this Lease have been observed and performed
- 4.8.2. exercise without interruption or interference the rights reserved in Schedule 2
- 4.8.3. view the state of repair and condition of the Premises
- 4.8.4. carry out the Services
- 4.8.5. deal with any renewal of this Lease
- 4.8.6. carry out any repairs remove and make good any unauthorised alterations or execute any works which the Tenant has failed to carry out pursuant to its obligations under this Lease
- 4.8.7. affix upon the Premises at any time during the last six (6) months of the Term a notice for reletting the Premises (so as not to interfere with access to the Premises and/or access of light to the Premises and/or the Tenant's business) and to show prospective tenants the Premises
- 4.8.8. show the Premises to prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term

provided that in each case the person exercising such rights shall do so in such a way as to cause as little damage or disturbance or inconvenience as reasonably possible to the Tenant and such person or the Landlord shall make good as soon as reasonably possible any damage caused to the Premises in exercising such rights

4.9. Alienation

not to assign underlet charge share or part with the possession of the whole or any part of the Premises or permit another to occupy or use, or share occupation or use of, the whole or any part of the Premises nor hold the Lease on trust for any person (except pending registration of a dealing permitted by this Lease at the Land Registry or by reason of joint legal ownership) for all or any part of the Term except as expressly permitted by and subject to compliance with the provisions of Clause 4.10 or 4.11 as the case requires

4.10. Assignment

Not without first obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to assign or charge the whole of the Premises provided that:

- 4.10.1. the Landlord may withhold its consent to any proposed assignment in any of the circumstances (for the purposes of Section 19(1A) of the 1927

Act) specified in Clause 4.10.3 and may impose any of the conditions (for the purposes of Section 19(1A) of the 1927 Act) specified in Clause 4.10.4

- 4.10.2. if any of the circumstances set out in Clause 4.10.3 apply either at the date when application for consent to assign is made to the Landlord or after that date but before the Landlord's consent is given the Landlord may withhold its consent
- 4.10.3. the Landlord is entitled to refuse consent where:
  - 4.10.3.1. the assignor and the assignee are within the same group of companies as defined in section 42 of the 1954 Act, or
  - 4.10.3.2. in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants in this Lease, or
  - 4.10.3.3. in the reasonable opinion of the Landlord the value of the Landlord's interest in the Premises would be diminished or otherwise adversely affected by the proposed assignment, or
  - 4.10.3.4. where the proposed assignee enjoys diplomatic or state immunity and/or is not resident in the United Kingdom of Great Britain
- 4.10.4. the Landlord may as a condition of granting consent to assign impose any or all of the following conditions:
  - 4.10.4.1. that the assignee enters into a direct covenant with the Landlord to perform and observe all of the Tenant's covenants and all other provisions of this Lease while the Term is vested in the assignee; and
  - 4.10.4.2. that the Tenant pays to the Landlord in full all sums properly due to the Landlord under or by virtue of this Lease and the Tenant makes good all and any material breach or material non-performance of any covenant in this Lease; and
  - 4.10.4.3. if it is reasonable for the Landlord so to require that the assignee if a limited company procures one or more guarantors acceptable to the Landlord (acting reasonably) enter into a direct covenant with the Landlord in the form set out in Schedule 6; and
  - 4.10.4.4. that the Tenant enters into an authorised guarantee agreement in respect of the period from the assignment from the Tenant until the next lawful assignment (other than an excluded assignment) for the purposes of the 1995 Act in the form set out in Schedule 7 or in such other form and with

such amendments as the Landlord reasonably requires and if so requested by the Landlord acting reasonably procures that any guarantor of the Tenant's obligations enters into a guarantee of such agreement

4.11. Underletting

If the Tenant has first obtained the written consent of the Landlord such consent not to be unreasonably withheld or delayed it may underlet the whole of the Premises but so that:

- 4.11.1. each and every permitted underlease (other than an underlease not exceeding 12 months in respect of whom security of tenure has been excluded pursuant to S38(4) of the 1954 Act (as amended)) shall be granted without any fine at a rent equal to the higher of the total of the Rent and the Car Park Rent payable under this Lease and the then open market rent of the Premises (with the benefit of the rights granted in this Lease) such rent being payable in advance on the days on which the Rent is payable under this Lease and shall be in the form of this Lease (apart from the Contractual Term Parties and Rent and the Car Park Rent)
- 4.11.2. in relation to any permitted underlease the Tenant shall use all reasonable endeavours to enforce the performance and observance by every undertenant of the provisions of the underlease and will not at any time either expressly or by implication waive any breach of the covenants or conditions on the part of the undertenant or assignee of any underlease nor (without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed) to vary the terms of any permitted underlease
- 4.11.3. any underletting by the Tenant must include:
  - 4.11.3.1. a covenant by the undertenant enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right to observe the tenant covenants in the underlease except the covenants to pay the rents reserved by this Lease
  - 4.11.3.2. an absolute prohibition against the underletting of the whole or any part of the premises to be let pursuant to the underlease
- 4.11.4. in relation to any permitted underlease the provisions of Section 24 - 28 of the 1954 Act shall be excluded from the letting created by the

permitted underlease

4.12. Registration and notification of dealings and occupation

4.12.1. in this clause a Transaction is:

4.12.1.1. the grant of this Lease or any dealing with this Lease or the creation, devolution or transmission of or parting with possession of any interest in it; or

4.12.1.2. the creation of any underlease or other interest out of this Lease or out of any interest, underlease derived from it and any dealing devolution or transmission of or parting with possession of any such interest or underlease; or

4.12.1.3. the making of any other arrangement for the occupation of the Premises

4.12.2. in respect of every Transaction that is registerable at the Land Registry the Tenant shall within one month following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall use reasonable endeavours to ensure (or shall procure) that any requisitions raised by the Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within 20 working days of completion of the registration the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title)

4.12.3. no later than one month after a Transaction the Tenant shall:

4.12.3.1. give the Landlord's solicitors notice of the Transaction; and

4.12.3.2. provide a certified copy of any document effecting the Transaction to the Landlord's solicitors; and

4.12.3.3. pay the Landlord's solicitors a registration fee of £50 (plus VAT)

4.12.3.4. deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction

4.12.4. if the Landlord so reasonably requests in writing the Tenant shall promptly supply the Landlord with full details of the occupiers of the Premises and the terms upon which they occupy it

4.13. Use

4.13.1. not to use the Premises (other than the car parking spaces) except for the Permitted User

4.13.2. not to use the car parking spaces forming part of the Premises or any car parking spaces which the Tenant has the right to use except for the parking of cars and/or small vans

- 4.13.3. not to do nor allow to remain upon the Premises or the Common Parts anything which may be or become or cause an actionable nuisance disturbance injury or damage to the Landlord or any other tenants in the Landlord's Property or adjoining occupiers
- 4.13.4. not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 4.13.5. not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises
- 4.13.6. not to install or use in or upon the Premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby premises or outside the Premises or which may cause damage
- 4.13.7. not to play or use in the Premises any musical instrument loudspeaker tape recorder radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Premises if the Landlord shall reasonably consider such sounds to be undesirable and shall give notice to the Tenant to that effect
- 4.13.8. not to bring or permit to remain on the Premises any safes machinery goods or other articles which shall or may strain or damage the Premises or any part of it
- 4.13.9. not to knowingly allow to pass into any Conduits any oil or grease or noxious or deleterious effluent or any other substance capable of harming the Conduits and to remedy any harm so caused as soon as practicable nor to obstruct the free passage of the services through the Conduits
- 4.13.10. not to leave any goods or refuse on or in any way obstruct the Common Parts
- 4.13.11. not to burn any rubbish on the Landlord's Property but to ensure that all rubbish and waste materials awaiting removal are stored in suitable covered containers and in compliance with all reasonable requirements of the Landlord and any requirements of the waste collection authority
- 4.13.12. not to use or occupy the Premises or the Common Parts for any immoral or illegal purpose or for any offensive noisy or dangerous trade business or occupation nor for any religious or political purpose or for the purpose of any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963 (other than the sale of national lottery or similar tickets) of whatever kind

- 4.13.13. not to park or suffer to be parked any vehicles on the Landlord's Property or the Common Parts save in areas designated to the Tenant for parking by the Landlord
- 4.13.14. to observe such reasonable rules as the Landlord may make from time to time and notify to the Tenant governing the management use and occupation of the Landlord's Property
- 4.14. Landlord's Costs
  - to pay to the Landlord all reasonable and properly incurred costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors and surveyors) properly and reasonably incurred by the Landlord in relation to or incidental to:
    - 4.14.1. every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn (except where the Landlord withholds or imposes conditions upon any such consent in breach of the provisions of this Lease)
    - 4.14.2. the preparation and/or service of a notice under Section 146 of the 1925 Act or incurred in proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
    - 4.14.3. the recovery or attempted recovery of arrears of the Rents or other sums properly due from the Tenant or the enforcement of the covenants to be observed and performed by the Tenant
    - 4.14.4. the preparation and service of a proper schedule of dilapidations during or within three (3) months after the end of the Term relating to dilapidations which arise before the end of the Term
    - 4.14.5. any reasonably necessary action taken by the Landlord in abating a nuisance caused by the Tenant its employees agents sub-tenants or invitees on the Premises
- 4.15. The Planning Acts
  - 4.15.1. not to apply for planning consent under the Planning Acts without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed which consent shall not be required in relation to applications in respect of signage or aerials or other telecommunications equipment at the Premises) and to indemnify the Landlord against all reasonable and proper charges payable in respect of any such application and against anything which may become payable in consequence of any planning consent

- 4.15.2. if a planning consent is granted to the Tenant then as soon as reasonably possible to supply a copy to the Landlord and if the consent has been granted with modifications conditions or restrictions which the Landlord acting reasonably considers objectionable then before implementing the consent to take such reasonable action as the Landlord reasonably requires to secure the removal of any such including making an appeal where necessary
- 4.15.3. to carry out before the end of the Term any works required to be carried out as a condition of any planning permission implemented by or on behalf of the Tenant or any person deriving right or title through the Tenant whether or not those works are otherwise required to be carried out by that time
- 4.15.4. if the Tenant receives any compensation in respect of its interest under this Lease because of any restriction placed upon the use of the Premises under any legislation to pay to the Landlord a just and equitable proportion of such compensation at the end of the Term
- 4.15.5. to give the Landlord as soon as practicable a copy of every drawing application notice consent or licence which the Tenant may submit or receive in connection with any application for planning consent under the preceding provisions of this clause
- 4.16. Plans Documents and Information
  - if reasonably called upon by the Landlord to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with
- 4.17. Indemnities
  - without prejudice to the provisions of Clause 4.7 to be responsible for and to keep the Landlord fully indemnified against all damage losses costs expenses damages actions demands proceedings claims and liabilities made against or suffered or properly incurred by the Landlord arising directly or indirectly out of any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and/or the state and condition and/or the Tenant's use of the Premises
- 4.18. Encroachments
  - 4.18.1. not without the consent of the Landlord (which shall not be unreasonably withheld or delayed) to stop up darken or obstruct any windows or light belonging to the Premises
  - 4.18.2. to take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being

made or acquired in against out of or upon the Premises and to notify the Landlord immediately upon becoming aware of any such encroachment or easement being made or acquired (or attempted to be made or acquired) and which shall come to the knowledge of the Tenant and at the request of the Landlord to adopt such means as the Landlord shall reasonably require to prevent such encroachment or the acquisition of any such easement

4.19. Yield Up

at the expiration of the Term:

- 4.19.1. to yield up the Premises with full vacant possession in the condition required by the terms of this Lease
- 4.19.2. to give up all keys to the Premises to the Landlord
- 4.19.3. to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal to the reasonable satisfaction of the Landlord

4.20. Interest on Arrears

- 4.20.1. the Rent payable under this Lease shall be due on the Rent Dates but the other Rents payable by the Tenant to the Landlord shall unless otherwise expressly stated in this Lease be due for the purpose of this clause on the date twenty one (21) days after written demand
- 4.20.2. if the Tenant fails to pay any of the Rents or Advance Payments of the Service Charge within seven (7) days of the due date (whether formally demanded or not) or any other sum due under this Lease within fourteen (14) days of formal written demand the Tenant shall pay to the Landlord Interest on the sum due from the date when due to the date when paid
- 4.20.3. nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the Rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including its right of re-entry contained in this Lease

4.21. New Surety

within twenty one (21) days of knowledge of the death during the Term of any Surety or of knowledge of any of the circumstances set out in Clause 7.1 occurring in relation to the Surety to give notice of this to the Landlord and if reasonably so required by the Landlord at the expense of the Tenant within 28 days to use all reasonable endeavours to procure that some other person acceptable to the Landlord (such acceptance not to be unreasonably withheld or delayed) covenants with the Landlord by deed in the form of the surety covenants contained in Schedule

4.22. Landlord's Rights

to permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted or reserved to it by virtue of the provisions of this Lease

4.23. Indemnity Covenant

By way of indemnity only to observe and perform the covenants and conditions contained or referred to in title number SYK21229 insofar as they relate to the Premises and are capable of taking effect and to indemnify the Landlord and keep the Landlord indemnified against any action proceedings damages costs claims and expenses suffered or incurred by the Landlord in respect of any future breach non observance or non performance of those covenants and conditions by the Tenant and its agents and employees

4.24. Closure of the registered title of this Lease (if any)

within one month after the end of the Term (and notwithstanding that the Term has ended) the Tenant shall make an application to close the registered title of this Lease (if any) and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly and the Tenant shall keep the Landlord informed of the progress and completion of its application

4.25. Removal of rights from Landlord's title

within one month after the end of the Term (and notwithstanding that the Term has ended) to make an application to remove the entries relating to the rights granted in Schedule 3 of this Lease from the Landlord's title and to ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly and the Tenant shall keep the Landlord informed of the progress and completion of its application

4.26. Duty to cooperate in relation to energy performance certificates

The Tenant shall:

4.26.1. co-operate with the Landlord and/or any superior landlord so far as is reasonably necessary to allow the Landlord and/or any superior landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises or the Landlord's Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate

4.26.2. allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Premises or the Landlord's Property at reasonable times and on reasonable prior written notice

## 5. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

### 5.1. Quiet Enjoyment

to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

### 5.2. Superior Lease

In the event of a superior interest being created to this Lease to use reasonable endeavours to enforce any covenants within such head lease for the benefit of the Tenant

## 6. INSURANCE AND SERVICE CHARGE COVENANTS

The provisions of Schedule 5 and Schedule 8 shall have effect and the parties covenant with each other to observe and perform their respective obligations set out in those schedules

## 7. PROVISOS

### 7.1. Re-entry

if and whenever during the Term:

7.1.1. the Rents or any of them is outstanding for twenty one (21) days after becoming due whether formally demanded or not; or

7.1.2. there is a breach by the Tenant or the Surety of any covenant or other term of this Lease or any document supplemental to this Lease not remedied within a reasonable period after the Tenant has been given notice of the same by the Landlord; or

7.1.3. where the Tenant or the Surety is an individual:

7.1.3.1. any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or the Surety;

7.1.3.2. a bankruptcy order is made against the Tenant or the Surety

7.1.4. where the Tenant or the Surety is a company:

7.1.4.1. any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or the Surety;

7.1.4.2. an administration order is made in relation to the Tenant or the Surety;

7.1.4.3. in relation to the Tenant or the Surety, the appointment of an administrator, by the Tenant or Surety or its/their directors, or

by a qualifying floating charge holder (as defined in Paragraph 14 of Schedule B1 to the Insolvency Act 1986);

7.1.4.4. a receiver or manager is appointed in relation to any property or income of the Tenant or the Surety;

7.1.4.5. a liquidator is appointed in respect of the Tenant or the Surety;

7.1.4.6. a voluntary winding-up of the Tenant or the Surety is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

7.1.4.7. a petition is made for a winding-up order for the Tenant or the Surety;

7.1.4.8. the Tenant or the Surety is struck-off from the Register of Companies;

7.1.5. the Tenant ceases to exist or carry on its business at the Premises then and in any such case the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

## 7.2. Exclusion of Use Warranty

nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease or any purpose subsequently authorised under the terms of this Lease

## 7.3. Accidents

the Landlord shall not be responsible to the Tenant or to anyone at the Premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises except insofar as due to the act neglect or default of the Landlord or its servants agents or invitees

## 7.4. Representations

the Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or made in writing between the respective Solicitors for the Landlord and the Tenant

7.5. Tenant's Property

if at the end of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within fourteen (14) days after service of notice by the Landlord to do so:

- 7.5.1. the Landlord may as the agent of the Tenant dispose of such property in such manner as the Landlord may determine and the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been disposed of by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant
- 7.5.2. the Landlord shall exercise its discretion reasonably and properly as to whether such property should be sold or otherwise disposed of and shall not be liable to the Tenant for any alleged failure to obtain the best price for it
- 7.5.3. if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain any proceeds of sale absolutely unless the Tenant shall claim them within six months of the date upon which the Tenant vacated the Premises; and
- 7.5.4. the Tenant shall indemnify the Landlord against any damage occasioned to the Premises the reasonable and proper costs of disposal and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

7.6. Service of Notices

- 7.6.1. any notice under this Lease is:
  - 7.6.1.1. to be made in writing;
  - 7.6.1.2. to be addressed to the party on whom it is served:
    - 7.6.1.2.1. in the case of the Tenant at the registered office of the Tenant or, where the Tenant is an individual, at the last known address of the Tenant;
    - 7.6.1.2.2. in the case of the Landlord or any Surety at the registered office of that person, or where the person is an individual, at the last known address of that person;
  - 7.6.1.3. to be delivered by hand, first class post, pre-paid or recorded delivery;
  - 7.6.1.4. not to be served by e-mail or other forms of electronic communication

- 7.6.2. unless the time of actual receipt is proved, a notice sent by the following means is to be treated as having been received:
  - 7.6.2.1. if delivered by hand, at the time of delivery; or
  - 7.6.2.2. if sent by post, on the second working day after posting
- 7.6.3. if a notice is received after 4.00 pm on a working day, or at any time on a day which is not a working day, it is to be treated as having been received on the next working day
- 7.6.4. if the Tenant or any Surety of the Tenant comprise more than one person, the service of any notice on any one of those persons will constitute good service on all of them
- 7.7. Enforcement by third parties
  - 7.7.1. for the purposes of the 1999 Act the Landlord and the Tenant agree that this Lease may also be enforced by the following persons to the following extent but not further or otherwise:
    - 7.7.2. any superior landlord of the Premises for the time being may enforce the provisions of this Lease permitting access to the Premises and requiring consent of the Landlord; and
    - 7.7.3. any mortgagee of the Landlord's interest in the Premises or of any superior landlord's interest in the Premises for the time being may enforce the provisions of this Lease permitting access to the Premises and requiring consent of any such mortgageesubject to the following provisions:
  - 7.7.4. any rights which any of such persons would have pursuant to section 2 of the 1999 Act are excluded; and
  - 7.7.5. nothing in this Clause 7.7 of this Lease affects any rights or remedies that exist or are available apart from the 1999 Act
- 7.8. VAT
  - 7.8.1. all sums payable by the Tenant are exclusive of any VAT that may be chargeable The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the date for making payment or if earlier the date on which that supply is made for VAT purposes
  - 7.8.2. every obligation on the Tenant under or in connection with this Lease to pay refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay refund or indemnify against any VAT or an amount equal to any VAT chargeable in respect of it save in so far as the Landlord or other person is able to recover such VAT as its own input tax
  - 7.8.3. the Landlord is to provide to the Tenant a VAT invoice in respect of any VAT payable by the Tenant under this Lease

## 8. RENT REVIEW

The Rent and the Car Park Rent are to be reviewed on the Review Date by reference to and in accordance with Schedule 4

## 9. BREAK OPTION

- 9.1. The Tenant may determine this lease on 1 September 2019, the 5th anniversary of the commencement of the Term by serving on the Landlord at least 6 months' prior written notice to that effect
- 9.2. A break notice served by the Tenant pursuant to clause 9.1 shall be of no effect if, on 1 September 2019:-
  - 9.2.1. the Tenant has not paid any part of the Rent and the Car Park Rent or any VAT in respect of them which is due to have been paid; or
  - 9.2.2. the Tenant does not return the Property to the Landlord free from any third party occupation
- 9.3. Subject to clause 9.2, following service of a notice by the Tenant in accordance with clause 9.1 this Lease shall terminate on 1 September 2019
- 9.4. The determination of this lease pursuant to this clause is without prejudice to any right of action of either party in respect of any prior breach of any of the covenants in this lease
- 9.5. Within 10 working days of the determination of this lease (and subject to the Tenant having complied with its obligations under this lease) the Landlord will reimburse the Tenant any Rent paid in advance and referable to a period from and excluding the date of determination

**THIS DOCUMENT** has been executed as a Deed and is delivered on the date stated at the beginning of this Deed

**SCHEDULE 1**  
**The Premises**

The premises shown edged red on the attached Plan and known as Unit 4 Trafford Court Doncaster and 2 car parking spaces adjacent thereto and including:

1. all alterations additions and improvements to the Premises
2. all Conduits within the Landlord's Property which exclusively serve the Premises at any time during the Term
3. all Landlord's fixtures fittings plant machinery apparatus and equipment which exclusively serve and are situated within the Premises at any time during the Term
4. all structural parts of the Premises including the roof and foundations but only the inner half severed medially of any walls that divide the Premises from other parts of the building on the Landlord's Property

**SCHEDULE 2**  
**Exceptions and Reservations**

1. To enter the Premises to exercise any of the rights excepted reserved or granted to the Landlord in this Lease or to comply with any Landlord's obligation
2. To build on or alter add to redevelop or extend in height or otherwise any of the Landlord's Property Provided that the access of light and air to the Premises and its lights windows and openings may not be substantially adversely affected
3. The free and uninterrupted use of all Conduits and the right if reasonably required to enter the Premises upon giving prior written notice (except in cases of emergency) and only where such works cannot reasonably be carried out without such access at a similar cost to install make connections with clean alter renew remove replace or inspect such Conduits and during the Term to build additional Conduits or relay any existing Conduits
4. To enter the Premises after having given prior written notice (except in cases of emergency) and only where such works cannot reasonably be carried out without access at a similar cost as often as necessary to inspect repair maintain clean decorate or renew any other part or parts of the Landlord's Property (including the right if necessary to erect and maintain scaffolding for the purpose of repairing or cleaning the exterior of any of the Landlord's Property Provided that such scaffolding only temporarily interferes with the access to or enjoyment and use of the Premises and a reasonable means of access to the Premises is maintained at all times)
5. Lateral and subjacent support and protection from the Premises for any other part or parts of the Landlord's Property
6. All rights of light and air and all other easements and rights now or at any time during the Term belonging to or enjoyed by any other part or parts of the Landlord's Property or other property

**SCHEDULE 3**  
**Rights Granted**

This demise includes the following rights (to the extent of the Landlord's capacity to grant them) which (except for any which are expressed as exclusive rights) are held in common with the Landlord and all others at any time so entitled:

1. a right of way to and from the Premises and the car parking spaces over the accessways within the Common Parts by such route as reasonably designated by the Landlord from time to time
2. the right to connect into and use and to the free and uninterrupted use of the Conduits not included in the Premises which may be during the Term laid in under or across any part of the Common Parts or any other part of the Landlord's Property together with such rights as may reasonably be necessary of entry on to the Common Parts on reasonable prior notice (except in emergency) to repair maintain and renew such connections and facilities subject to the person exercising such rights using reasonable endeavours to ensure that no obstruction is caused to the access of other tenants to their premises within any of the Landlord's Property and as soon as reasonably practicable making good all damage caused thereby to the reasonable satisfaction of the Landlord provided that the Landlord may later stop-up or re-route the Conduits or any part of them at any time during the Term subject to the Landlord leaving reasonable adequate alternative provision for them
3. full rights of lateral and subjacent support and protection for the Premises from the remainder of the Landlord's Property
4. the exclusive right to use for the parking of cars or small vans only the 3 car parking spaces as shown edged blue on the Plan or such other spaces within the Common Parts as the Landlord may from time to time direct
5. the exclusive right (in return for the Car Park Rent) to use for the parking of cars or small vans only the 2 spaces shown coloured green on the Plan or such other 2 spaces within the Common Parts as the Landlord may (acting reasonably) from time to time direct
6. to enter such part or parts of the Common Parts on prior written notice (except in cases of emergency where no notice need be given) for the purposes of complying with any of the Tenant's covenants in this Lease where such compliance would not otherwise be reasonably practicable subject to those exercising such rights causing as little inconvenience as is reasonably possible to the occupiers of such parts of the Landlord's Property and as soon as reasonably practicable making good any damage caused to the reasonable satisfaction of the Landlord

Provided that save as set out in this Schedule neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant

may have any right over neighbouring property and section 62 of the 1925 Act does not apply to this Lease

**SCHEDULE 4**  
**Rent and Rent Review**

1. Definitions

- 1.1. The terms defined in this paragraph shall for all purposes of this schedule have the meanings specified
- 1.2. **“Review Period”** means the period between the Review Date and the end of the Term
- 1.3. **“the Assumptions”** means the following assumptions at the relevant Review Date:
  - 1.3.1. that no work has been carried out to or on the Premises by the Tenant its subtenants or their predecessors in title which has diminished the rental value of the Premises
  - 1.3.2. that if the Premises and/or any means of access to and/or egress from them and/or any service media serving them have been destroyed or damaged or are being repaired they have been fully rebuilt and reinstated and repaired and that any period of rent suspension on account of such destruction or damage or repair has expired
  - 1.3.3. that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed
  - 1.3.4. that the Premises are available to let by a willing landlord to a willing tenant by one lease without a premium being paid by the willing tenant and with vacant possession
  - 1.3.5. that all parts of the Premises are suitable and fit for immediate occupation and use by the willing tenant referred to in Paragraph 1.3.4 for the purpose or purposes required by such willing tenant and that such willing tenant has had the benefit of any rent free period which would be available in the market for fitting out purposes
  - 1.3.6. that all the services required for such occupation and use are connected to the Premises
  - 1.3.7. that any rent free period of whatever length as would be negotiated in the open market by an incoming tenant has expired
  - 1.3.8. that the lease referred to in Paragraph 1.3.4 contains (subject to the other provisions of this Schedule) the same terms as this Lease including the provisions for rent review except for the amount of the Initial Rent and the Car Park Rent and any rent free period allowed to the Tenant at the commencement of the Contractual Term
  - 1.3.9. that the Premises may be lawfully used throughout the term of the lease referred to in Paragraph 1.3.4 for the Permitted User

- 1.3.10. that the term of the lease referred to in Paragraph 1.3.4 is equal in length to the residue then remaining of the Contractual Term and that such term begins on the relevant Review Date and that the rent will commence to be payable from that date and that the years during which the tenant covenants to decorate the Premises are at similar intervals after the beginning of the term of such lease as those specified in this Lease
- 1.4. **“the Disregarded Matters”** means:
- 1.4.1. any effect on rent of the fact that the Tenant its subtenants or their respective predecessors in title have been in occupation of the Premises or any part of them
- 1.4.2. any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Tenant its subtenants or their respective predecessors in title in their respective businesses
- 1.4.3. any increase in rental value of the Premises attributable to the existence at the Review Date of any improvement or other works to the Premises (carried out with consent where required) other than those:
- 1.4.3.1. made in pursuance of an obligation to the Landlord;
- 1.4.3.2. completed by the Tenant its subtenants or their respective predecessors in title in their respective businesses more than 21 years before the Review Date; or
- 1.4.3.3. for which the Landlord has made a financial contribution;
- 1.4.4. any works carried out by the Tenant its subtenants or their respective predecessors in title in their respective businesses during or prior to the Term which have diminished the market rent
- 1.4.5. (so far as may be permitted by law) any statutory prohibition or restriction relating to the assessment and recovery of rent
- 1.4.6. if the Landlord so chooses the rent reserved in respect of any underlease of the whole or part of the Premises
- 1.5. **“the President”** means the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf
- 1.6. **“the Expert”** means an independent valuer of not less than ten years' qualification and with recent experience in relation to rental values of properties of a like kind and character to the Premises, to be appointed by agreement between the parties or in the absence of agreement within 14 days nominated by the President on the application of either party made not earlier than six months before the relevant Review Date or at any time after it

## 2. Ascertaining the Rent

- 2.1. The Rent shall be:
  - 2.1.1. until the date immediately before the Review Date the Initial Rent; and
  - 2.1.2. during the Review Period the greater of:
    - 2.1.2.1. the Rent payable immediately prior to the Review Date or if payment of Rent has been suspended pursuant to the proviso to that effect contained in this Lease, or has been restricted, the Rent which would have been payable had there been no such suspension or restriction; or
    - 2.1.2.2. the open market rent as may be agreed or determined in accordance with this Schedule
- 2.2. The open market rent for the Review Period may be agreed in writing at any time between the parties but if the parties have failed to reach such agreement by the date which is three months before the Review Date, it shall be determined at the request of either the Landlord or the Tenant (which can be made in writing at any time after the date which is three months before the Review Date) by the Expert (acting as an expert) whose decision shall be binding upon the parties (including any decision as to the costs of such determination) provided that:
  - 2.2.1. at the Landlord's option exercised at any time before his appointment the Expert shall act as an arbitrator pursuant to the Arbitration Act 1996
  - 2.2.2. the Tenant will afford full facilities to the Expert for inspecting the Premises at all reasonable times
- 2.3. The open market rent to be determined by the Expert in accordance with this Schedule shall be such as he shall decide acting as an expert to be the rent at which the Premises might reasonably be expected to be let on the open market at the Review Date making the Assumptions but disregarding the Disregarded Matters
- 2.4. If the open market rent is determined by an Expert the Expert:
  - 2.4.1. will give notice to the Landlord and the Tenant inviting each of them to submit to him within such time as he stipulates a proposal for the open market rent which may be supported by the submission of reasons and/or professional valuation or report
  - 2.4.2. will afford to each party an opportunity to make counter-submissions in respect of any such submission valuation or report
  - 2.4.3. will as soon as he has made his determination give written notice to the Landlord and the Tenant including reasons for his determination
  - 2.4.4. and the fees and the costs of appointing the Expert shall be borne and paid by the Landlord and the Tenant in such shares and in such manner as he shall decide or failing such decision in equal shares

- 2.5. If one party shall upon publication of the Expert's award pay all the Expert's proper fees and expenses such party shall be entitled to recover from the other party half of them or such other proportion of those fees and expenses as the Expert may award
  - 2.6. If the Expert dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Expert and Paragraph 2.2 shall then apply in relation to the appointment of a replacement
  - 2.7. Whenever the Rent is ascertained in accordance with this Schedule memoranda to this effect shall be signed by or on behalf of the parties and annexed to this Lease and its counterpart and the parties shall bear their own costs in this respect
3. Ascertaining the Car Park Rent
    - 3.1. The provisions of paragraph 2 of this Schedule 4 shall apply in relation to ascertaining the Car Park Rent as if references to "Rent" in paragraph 2 are references to "Car Park Rent" and save as otherwise referred to in this paragraph 3
    - 3.2. The open market rent to be determined by the Expert in accordance with this paragraph 3 shall be such as he shall decide acting as an Expert to be the car park rent at which the 2 car parking spaces referred to in paragraph 5 of Schedule 3 might reasonably be expected to be let on the open market at the Review Date making the assumptions but disregarding the disregarded matters
  4. Arrangements Pending Ascertainment of Revised Rent and revised Car Park Rent
    - 4.1. If the revised Rent and/or revised Car Park Rent payable during the Review Period has not been ascertained by the Review Date Rent and Car Park Rent shall continue to be payable at the rate previously payable such payments being on account of the Rent and Car Park Rent for the Review Period
  5. Payment of Revised Rent and revised Car Park Rent
    - 5.1. If the revised Rent and/or revised Car Park Rent are ascertained on or before the Review Date and that Review Date is not a quarter day the Tenant shall on the Review Date pay the Landlord the amount by which one quarter's Rent and one quarter's Car Park Rent at the rate payable on the immediately preceding quarter day is less than one quarter's Rent and one quarter's Car Park Rent (as the case may be) at the rate of the revised Rent apportioned on a daily basis for that part of the quarter during which the revised Rent and/or revised Car Park Rent is payable
    - 5.2. If the revised Rent and/or revised Car Park Rent payable during the Review Period has not been ascertained by the Review Date then within 28 days after the date when the revised Rent and/or revised Car Park Rent has been agreed between the parties or the date upon which notice of the determination is received the Tenant shall pay to the Landlord:
      - 5.2.1. any shortfall between the Rent and/or revised Car Park Rent which would have been due on the Review Date and on any subsequent Rent Date had the revised Rent and/or revised Car Park Rent been

ascertained on or before the Review Date and the payments made by the Tenant on account; and

- 5.2.2. interest at the Interest Rate less four (4) per cent in respect of each instalment of rent due on or after the Review Date on the amount by which the instalment of revised Rent and/or revised Car Park Rent which would have been due on the relevant Review Date or such Rent Date exceeds the amount paid on account and such interest shall be payable for the period from the date upon which the instalment was due up to the day of payment of the shortfall

## 6. Arrangements When Increasing Rent Prevented

- 6.1. If at any Review Date there is in force a statute which prevents restricts or modifies the Landlord's right to review the Rent and/or the Car Park Rent in accordance with this Lease and/or to recover any increase in the Rent and/or the Car Park Rent the Landlord shall when such restriction or modification is removed relaxed or modified be entitled to invoke the provisions of Paragraph 6.2
- 6.2. The Landlord may give not less than one month nor more than three months' notice in writing to the Tenant at any time within six months (time being of the essence of the contract) of the restriction or modification being removed relaxed or modified
- 6.3. Upon the service of a notice pursuant to Paragraph 6.2 the Landlord shall be entitled:
- 6.3.1. to proceed with any review of the Rent and/or the Car Park Rent which may have been prevented or further to review the Rent and/or the Car Park Rent in respect of any review where the Landlord's right was restricted or modified and the date of expiry of such notice shall be deemed for the purposes of this Lease to be a Review Date (provided that without prejudice to the operation of this paragraph nothing in this paragraph shall be construed as varying any subsequent Review Date)
- 6.3.2. to recover any increase in Rent and/or the Car Park Rent with effect from the earliest date permitted by law
- 6.4. The Landlord's rights under this clause are without prejudice to its rights (if any) to recover any Rent and/or the Car Park Rent the payment of which has only been deferred by law

## 7. Time of the Essence

Time is not of the essence for the purposes of this Schedule (unless expressly stated otherwise)

## SCHEDULE 5

### Insurance

#### 1. Definitions

- 1.1. **"Insurance Cost"** means the sums that the Landlord shall properly from time to time pay (using reasonable endeavours to insure at competitive rates) by way of premium (including insurance premium tax):
- 1.1.1. for insuring the Premises (including the plant machinery and equipment) in accordance with this schedule
  - 1.1.2. including the cost of valuation of the Premises for insurance purposes from time to time as may reasonably be required
  - 1.1.3. for insuring in such amount and on such terms as the Landlord shall reasonably consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Premises
  - 1.1.4. for insuring loss of rent in accordance with Paragraph 3.2.2
- 1.2. **"Insurance Rent"** means the whole of the Insurance Cost or where the Premises are insured jointly with any Landlord's Property a fair and proper proportion of the total Insurance Cost in relation to such other Landlord's Property and the Premises
- 1.3. **"the Permissions"** means all planning permissions and other permits and consents as may be required under the Planning Acts or any other statute

#### 2. Landlord to Insure

The Landlord shall insure the Premises (which for the avoidance of doubt shall include all Landlord's plant machinery and equipment) unless such insurance is vitiated by any act of the Tenant or by anyone at the Landlord's Property expressly or by implication with the Tenant's authority

#### 3. Details of the Insurance

Insurance shall be effected:

- 3.1. in such reputable insurance office or with such reputable underwriters and through such agency as the Landlord may from time to time reasonably decide having due regard to any representations made by the Tenant
- 3.2. for the following sums:
- 3.2.1. such sum as the Landlord shall from time to time be advised as being the full cost of rebuilding and reinstating the Premises (including all plant machinery and equipment) including architects surveyors and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal

demolition site clearance any works that may be required by statute and proper and reasonable incidental expenses; and

3.2.2. the loss of Rent and the Car Park Rent payable under this Lease from time to time for three (3) years or (where such insurance includes this Lease and other leases) such proper proportion reasonably attributed to this Lease from time to time by the Surveyor acting as an expert and not as an arbitrator

3.3. against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises with an insurer of repute and subject to such normal excesses exclusions or limitations as the insurer may require and as are normal in the insurance market

#### 4. Payment of Insurance Rent

The Tenant shall pay the Insurance Rent on the date of this Lease for the period from and including the date of commencement of the Contractual Term to the day before the next policy renewal date and subsequently the Tenant shall pay the Insurance Rent within twenty one (21) days of written demand and in advance of the policy renewal date (but not more than fourteen (14) days in advance of it)

#### 5. Suspension of Rent

5.1. If and whenever during the Term:

5.1.1. the Premises or any part of them or the access to them or the Common Parts or any essential services serving them are damaged or destroyed by any of the Insured Risks so that the Premises or any part of them or the Common Parts or the access to them or such services are unfit for reasonably beneficial occupation or use; and

5.1.2. to the extent that payment of the insurance money for loss of rent is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority the provisions of Paragraph 5.2 shall have effect

5.2. When the circumstances contemplated in Paragraph 5.1 arise:

5.2.1. the Rent and the Car Park Rent or a fair proportion of them according to the nature and the extent of the damage sustained shall cease to be payable until the Premises and the access to them and the Common Parts and any essential services serving them shall have been rebuilt or reasonably beneficially reinstated so that the Premises and such access to them and any essential services serving them are made fit for occupation or use or (if earlier) the expiration of the period for which the Landlord has insured (or ought to have insured pursuant to this Lease) for loss of rent and any dispute as to the amount of such proportion or

the period during which the Rent shall cease to be payable shall be determined by arbitration pursuant to the Arbitration Act 1996

- 5.2.2. the Landlord shall repay to the Tenant as soon as reasonably practicable any Rent paid to the Landlord in advance in respect of such period

## 6. Reinstatement and Termination if Prevented

### 6.1. If and whenever during the Term:

- 6.1.1. the Premises or any part of them or the access to them or the Common Parts or essential services serving them are damaged or destroyed by any of the Insured Risks; and
- 6.1.2. to the extent that the payment of the insurance money is not refused in whole or in a substantial or material part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

the Landlord shall use all reasonable endeavours to obtain all the Permissions that may be required (if any) to enable the Landlord to rebuild or reinstate the Premises

- 6.2. Subject to the provisions of Paragraphs 6.3 and 6.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent and the Car Park Rent) in rebuilding or reinstating the Premises including accessways and Common Parts and essential services so destroyed or damaged (making good any deficiency out of its own monies unless the deficiency is due to an act or omission or default of the Tenant where Paragraph 7.9 applies) and the Landlord shall carry out such rebuilding and reinstatement works in a good and workmanlike manner in accordance with good building practice and using good and suitable materials in accordance with any necessary permissions and the Tenant shall ensure that all money (if any) received by it from any policy of insurance in respect of the Premises (but not in respect of the Tenant's fixtures nor the contents) are made available to the Landlord for this purpose

### 6.3. For the purposes of this Schedule the expression “**Supervening Events**” means:

- 6.3.1. the Landlord has failed despite using all reasonable endeavours to obtain the Permissions
- 6.3.2. any of the Permissions has been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply
- 6.3.3. some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would render it impossible or would mean that it could only be undertaken at a cost that would be unreasonable in all the circumstances

- 6.3.4. the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstating
  - 6.3.5. the rebuilding or reinstating is prevented by war act of God or Government action; or
  - 6.3.6. any other circumstances beyond the reasonable control of the Landlord
- 6.4.
- 6.4.1. The Landlord shall not be liable to rebuild or reinstate the Premises and the access to them for so long as such rebuilding or reinstating is prevented by Supervening Events
  - 6.4.2. Where the Premises are substantially damaged or destroyed the Tenant may not object to the reinstatement or rebuilding of the Premises in a form which is not identical to the Premises immediately before the damage or destruction occurred if the Premises as reinstated or rebuilt are of equivalent or better standard and afford amenities which are not inferior to or deficient from those enjoyed by the Tenant before the occurrence of the damage or destruction
- 6.5. The Landlord may following destruction or damage of the Premises by written notice invoke the provisions of Paragraph 6.7 in any of the following events:
- 6.5.1. when in the Landlord's reasonable opinion reinstatement is impracticable or uneconomic; or
  - 6.5.2. destruction or damage takes place within the last 3 years of the Contractual Term and in the Landlord's reasonable opinion reinstatement will not be practicable before the Contractual Term expires; or
  - 6.5.3. the Landlord's insurance has been materially prejudiced or a substantial portion of any policy money has been withheld owing to any act or default of the Tenant
  - 6.5.4. if at any time after expiry of 12 months from the destruction or damage the rebuilding or reinstating of the Premises has not commenced due to circumstances beyond the reasonable control of the Landlord and despite the Landlord having used reasonable endeavours to start such rebuilding or reinstatement.
  - 6.5.5. if at any time after expiry of 3 years from the destruction or damage the Premises have not been rebuilt or reinstated so that the Premises accessways and Common Parts are fit for the Tenant's occupation and use due to circumstances beyond the reasonable control of the Landlord
- 6.6. The Tenant may following destruction or substantial damage of the Premises or the Common Parts rendering access to the Premises by an Insured Risk by written notice served at any time within 3 months of the expiry of such relevant period

referred to below invoke the provisions of Paragraph 6.7 in any of the following events:

6.6.1. if at any time after expiry of 12 months from the date of destruction or damage the rebuilding or reinstating of the Premises has not materially commenced and the Landlord's insurance has not been prejudiced or any policy money has been wholly or partly withheld owing to any act or default of the Tenant

6.6.2. if at any time after expiry of 3 years from the date of destruction or damage the Premises have not been rebuilt or reinstated so that the Premises accessways and Common Parts and essential services serving them are fit for the Tenant's occupation and use and the Landlord's insurance has not been prejudiced or any policy money has been wholly or partly withheld owing to any act or default of the Tenant

6.7. Upon service of a notice in accordance with Paragraph 6.5 or 6.6:

6.7.1. the Term will absolutely cease but without prejudice to any right or remedies that may have accrued to either party against the other

6.7.2. all monies received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord save any received in respect of the Tenant's fitting out works which belong to the Tenant and if no apportionment is specifically advised by the Insurance Company such monies shall be apportioned according to the relative costs of reinstating the Premises and reinstating the Tenant's fitting out works

## 7. Tenant's Insurance Covenants

The Tenant covenants with the Landlord throughout the Term:

7.1. to comply with all the requirements and recommendations of the insurers acting properly which are notified in writing to the Tenant

7.2. not to undertake any insurance of the Premises against the Insured Risks except that the Tenant shall:

7.2.1. insure the fixed glass (if any) in a reputable insurance office against breakage or damage for its full reinstatement cost from time to time and whenever reasonably so required but not more than once in any twelve month period to produce to the Landlord particulars of the policy or policies of such insurance and evidence of payment of the current year's premium

7.2.2. notwithstanding anything to the contrary contained elsewhere in this Lease whenever the whole or any part of the fixed glass is broken or damaged lay out all money received in respect of such insurance as quickly as possible in reinstating with new glass of the same quality and thickness and make good any deficiency in such money

- 7.3. not to knowingly do or omit anything that could cause any policy of insurance on or in relation to the Landlord's Property to become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and agreed to pay the increased premium) anything by which additional insurance premiums may become payable
- 7.4. to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require including any alarm or sprinkler system and to maintain such equipment to their satisfaction and in efficient working order and to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person at reasonable intervals
- 7.5. not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements of the fire authority as to fire precautions relating to the Premises
- 7.6. not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 7.7. to give notice to the Landlord promptly upon receiving notice of the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this Lease in each case in respect of which a copy of the requisite policy terms have previously been supplied to the Tenant
- 7.8. if at any time the Tenant is entitled to the benefit of any insurance of the structure of the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease)
  - 7.8.1. to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money is received
  - 7.8.2. to indemnify the Landlord in respect of any loss suffered by the Landlord as a result of the Tenant maintaining such insurance
- 7.9. if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this Lease is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case to pay to the Landlord within fourteen (14) days of receipt of written demand the amount of such insurance money so irrecoverable in which event following payment in full of all such proper sums the provisions of Paragraphs 6.1 and 6.2 shall apply

#### 8. Landlord's Insurance Covenants

The Landlord agrees with the Tenant in relation to the policy of insurance effected by the Landlord pursuant to its obligations in this schedule to:

- 8.1. produce to the Tenant on demand a copy of the policy and the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid
- 8.2. request the Landlord's insurers to note or endorse the interest of the Tenant and any undertenant and any mortgagee of any tenant or undertenant on the policy Provided That this obligation shall be satisfied by a general clause in the policy terms to the same effect
- 8.3. notify the Tenant of any material change in the risks covered by or conditions or exclusions in the policy from time to time

## SCHEDULE 6

### Surety Covenants

#### 1. Covenant and Indemnity by Surety

The Surety covenants with the Landlord that:

- 1.1. the Tenant (failing whom the Surety) will at all times during the Term duly perform and observe
  - 1.1.1. all the covenants on the part of the Tenant contained in this Lease (including without limitation the payment of the Rents and all other sums payable under this Lease in the manner and at the times specified in this Lease); and
  - 1.1.2. any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this Lease
- 1.2. the Surety will indemnify and keep indemnified the Landlord against all claims demands losses damages liability reasonably and properly incurred costs fees and expenses sustained by the Landlord by reason of or arising in any way directly or indirectly out of
  - 1.2.1. any default by the Tenant in the performance and observance of any of its obligations under this Lease or the payment of any Rents or other sums payable under this Lease or arising as a result of it being disclaimed by a liquidator or trustee in bankruptcy or similar officer appointed to or in respect of the Tenant and having such power (each a "**Relevant Disclaimer**"); and
  - 1.2.2. any failure by the Tenant to observe and perform any of the obligations the Tenant enters into in an authorised guarantee agreement
- 1.3. for the purposes of Paragraph 1.1 above the Term will be deemed to continue notwithstanding that a Relevant Disclaimer occurs

#### 2. Nature of Surety's Obligations

- 2.1. The obligations of the Surety are primary obligations
- 2.2. The Surety is jointly and severally liable with the Tenant for the fulfilment of all the obligations of the Tenant
- 2.3. Notwithstanding any legal limitation disability or incapacity on or of the Tenant or any other fact or circumstance whether known to the Landlord or not the Landlord may proceed against and recover from the Surety as if the Surety was named as the Tenant in this Lease
- 2.4. The Landlord shall not be obliged to make any demand on the Tenant before enforcing its rights against the Surety pursuant to this Lease

3. Waiver by Surety

The obligations of the Surety are to constitute a continuing security in addition to and without prejudice to any other rights which the Landlord may have and the Surety waives any right to require the Landlord to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Surety

4. Postponement of claims by Surety against Tenant

4.1. Unless otherwise instructed by the Landlord the Surety will not claim or accept any payment or property in any liquidation bankruptcy composition or arrangement of the Tenant in competition with the Landlord nor seek to recover (whether directly or by way of set-off lien counterclaim or otherwise) any money or other property nor exercise any other right or remedy whatsoever in respect of any sum which may be or become due to the Surety from the Tenant nor exercise any rights of subrogation or indemnity against the Tenant until in each such case all the Surety's obligations have been performed and discharged in full

4.2. The Surety will forthwith pay to the Landlord an amount equal to any set-off exercised by it and will promptly pay or transfer to the Landlord any payment or distribution or benefit in fact received by it notwithstanding the terms of Paragraph 4.1 above

4.3. The Surety agrees that while the Landlord has outstanding claims against the Tenant it will exercise any rights of subrogation against the Tenant and any rights to prove in a liquidation of the Tenant which it may have in accordance with the reasonable and proper directions of the Landlord

5. No release of Surety

None of the following nor any combination of them shall release determine discharge or in any way lessen or affect the liability of the Surety or otherwise prejudice or affect the right of the Landlord to recover from the Surety to the full extent of its obligations:

5.1. any neglect delay or forbearance of the Landlord in endeavouring to obtain payment of any Rents or other amounts payable by the Tenant or in enforcing the performance or observance of any of the obligations of the Tenant

5.2. any refusal by the Landlord to accept any Rents tendered by or on behalf of the Tenant when the Landlord was entitled to re-enter the Premises

5.3. any extension of time given by the Landlord to the Tenant

5.4. any variation of the terms of this Lease by agreement between the parties (including any reviews of the rent) or the transfer of the Landlord's reversion or the assignment of the Lease or the surrender of any part of it

5.5. the release of any person for the time being jointly or severally liable for the Tenant's obligations or liable as surety for the Tenant's obligations

- 5.6. any change in the constitution structure or powers of any of the Tenant the Surety or the Landlord or the liquidation administration or bankruptcy (as the case may be) of any of the Tenant the Surety or the Landlord
  - 5.7. any legal limitation or any immunity disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord or the Tenant may be outside or in excess of the powers of the Tenant or the Surety
  - 5.8. the taking of variation compromise renewal release or refusal or neglect to perfect or enforce any rights remedies or securities against the Tenant or any other person
  - 5.9. any Relevant Disclaimer
  - 5.10. any other act omission matter or thing whatsoever whereby but for this provision the Surety would be exonerated or released either wholly or in part (other than a release by Deed given by the Landlord)
6. Disclaimer or Forfeiture of Lease
- 6.1. The Surety undertakes to the Landlord that if:
    - 6.1.1. a liquidator or trustee in bankruptcy or similar officer having such power disclaims or surrenders this Lease or
    - 6.1.2. this Lease is forfeited; or
    - 6.1.3. the Tenant ceases to have legal existencethen the Surety will if the Landlord by notice in writing given to the Surety within three (3) months after such disclaimer or other event occurs so requires accept from and execute and deliver to the Landlord a counterpart of a new lease of the Premises for a term commencing on the date of the disclaimer or other event and continuing for the residue then remaining unexpired of the Contractual Term such new lease to be prepared and completed at the cost (to be reasonably and properly incurred) of the Surety and to be at the same rents and subject to the same covenants conditions and provisions as are contained in this Lease
  - 6.2. If this Lease is disclaimed and for any reason the Landlord does not require the Surety to accept a new lease of the Premises in accordance with this Paragraph 6 the Landlord shall be entitled to require that the Surety pays to the Landlord on demand an amount equal to the Rents for the period commencing with the date of such disclaimer and ending on whichever is the earlier of:
    - 6.2.1. the date three (3) months after such disclaimer; and
    - 6.2.2. the date (if any) upon which the Premises are relet
7. Cumulative Powers and Avoidance of Payments
- 7.1. The powers conferred on the Landlord are cumulative without prejudice to its powers under the general law and may be exercised as often as the Landlord thinks appropriate. The Landlord may in connection with the exercise of its powers join or concur with any person in any transaction scheme or arrangement whatsoever

7.2. Any settlement or discharge between the Landlord and the Tenant and/or the Surety shall be conditional upon no security or payment to the Landlord by the Tenant or the Surety or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy insolvency or liquidation for the time being in force and accordingly (but without limiting the Landlord's other rights) the Landlord shall be entitled to recover from the Surety the value which the Landlord has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred

8. Representations

The Surety warrants and represents that it has full power to enter into the obligations and covenants contained in this Lease and has taken all necessary corporate or other action required to authorise its execution of this Lease and that the provisions of this Lease constitute the legal valid and binding obligations of the Surety

9. Benefit of Guarantee

9.1. The covenants undertakings and agreements of the Surety shall enure for the benefit of the successors and assigns of the Landlord without the necessity for any assignment of them to such successors and assigns

9.2. Without prejudice to Paragraph 9.1 the Landlord may assign the benefit of the provisions of this Lease and the covenants undertakings and agreements of the Surety to any third party and the Surety shall join in such documents as may be necessary to perfect such assignment

10. Interest on Late Payment

The Surety will pay Interest on all sums payable by it to the Landlord

11. Costs and Expenses

The Surety will indemnify the Landlord against all the Landlord's reasonable and proper legal and other costs losses charges and expenses arising in connection with any modification amendment release and/or enforcement or attempted enforcement of or preservation of the Landlord's rights under this Lease

12. Set-off

All payments to be made by the Surety will be made in full without any deduction for any set-off or counterclaim the Surety may have against the Landlord

13. Waiver

No delay or omission by the Landlord in exercising any right power or privilege conferred by this Lease shall impair such right power or privilege or be construed as a waiver of such right power or privilege

14. Invalidity

If at any time any one or more provisions of this Lease is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions shall not be in any way affected or impaired

**SCHEDULE 7**  
**Authorised Guarantee Agreement**

**THIS DEED** is made on

20[ ]

**BETWEEN**

- (1) **the Landlord** [ ][[LIMITED]][PLC]  
[of ]  
[Company Number: ]  
[Registered Office: ]
- (2) **the Tenant** [ ][[LIMITED]][PLC]  
[of ]  
[Company Number: ]

**BACKGROUND**

- (A) This agreement is supplemental and collateral to the Lease
- (B) The Landlord is entitled to the immediate reversion to the Lease
- (C) The residue of the term granted by the Lease is vested in the Tenant
- (D) The Tenant intends to assign the Lease and in accordance with the provisions of the Lease has agreed to enter into an authorised guarantee agreement with the Landlord

**1. Agreed Terms**

- 1.1. The definitions and rules of interpretation set out in this clause apply to this agreement

Assignee the person or persons defined as assignee in the Licence to Assign

Lease a lease of dated and made between , and all documents supplemental or collateral to that lease

Licence to Assign a licence to assign the Lease dated and made between

Property as [more particularly described in and] demised by the Lease

1954 Act Landlord and Tenant Act 1954

- 1.2. References to the "Landlord" include a reference to the person entitled for the time being to the immediate reversion to the Lease
- 1.3. The expression "tenant covenants" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995
- 1.4. References to "completion of the assignment" (and cognate expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at the Land Registry

- 1.5. Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it
  - 1.6. A "person" includes a corporate or unincorporated body
  - 1.7. Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to this agreement, and a reference in a Schedule to a paragraph is to a paragraph of that Schedule
  - 1.8. Clause, Schedule and paragraph headings do not affect the interpretation of this agreement
2. Consideration and Effect
- 2.1. The obligations on the Tenant in this agreement are owed to the Landlord and are made in consideration of the Landlord's consent granted in the Licence to Assign. This agreement is made pursuant to the provisions of the Lease
  - 2.2. The provisions of this agreement shall take effect on the date the Assignee becomes bound by the tenant covenants of the Lease, and shall continue until the end of the term of the Lease (however it may end) or until the Assignee is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier
  - 2.3. If the Tenant is more than one person, then each of those persons shall be jointly and severally liable for their respective obligations arising by virtue of this agreement or the assignment. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them
3. Guarantee and Indemnity
- 3.1. The Tenant guarantees to the Landlord that the Assignee shall pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or to observe or perform any of those tenant covenants, the Tenant shall pay or observe and perform them
  - 3.2. The Tenant covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure to pay any of the rents reserved by the Lease or any failure to observe or perform any of the tenant covenants of the Lease
4. Tenant's Liability
- 4.1. The liability of the Tenant shall not be affected by:
    - 4.1.1. any time or indulgence granted by the Landlord to the Assignee (or to any person to whom the Assignee has assigned the Lease pursuant to an assignment that is an excluded assignment under section 11 of the Landlord and Tenant (Covenants) Act 1995); or

- 4.1.2. any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them; or
- 4.1.3. any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
- 4.1.4. the Landlord exercising any right or remedy against the Assignee for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease; or
- 4.1.5. the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Assignee's liability to pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease (including the release of any such security); or
- 4.1.6. a release or compromise of the liability of any one of the persons who is the Tenant or the grant of any time or concession to any to any one of them; or
- 4.1.7. any legal limitation or disability on the Assignee or any invalidity or irregularity of any of the tenant covenants of the Lease or any unenforceability of any of them against the Assignee; or
- 4.1.8. the Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist; or
- 4.1.9. without prejudice to Clause 6, the disclaimer of the liability of the Assignee under the Lease; or
- 4.1.10. the surrender of part of the Property, except that the Tenant shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- 4.1.11. any other act or omission except an express written release of the Tenant by the Landlord

4.2. Any sum payable by the Tenant under this agreement shall be paid without any deduction, set-off or counter-claim against the Landlord or the Assignee

5. Variations and Supplemental Documents

5.1. The Tenant shall at the request of the Landlord join in and give its consent to the terms of any licence consent variation or other document that may be entered into by the Assignee in connection with the Lease

5.2. The Tenant shall not be released by any variation of the rents reserved by or the Tenant covenants in the Lease whether or not:

- 5.2.1. the variation is material or prejudicial to the Tenant; or

- 5.2.2. the variation is made in any document; or
- 5.2.3. the Tenant has consented in writing or otherwise to the variation
- 5.3. The liability of the Tenant under this agreement shall apply to the rents reserved by and the tenant covenants of the Lease as varied except to the extent that the liability of the Tenant is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995
- 6. Tenant to take a New Lease
  - 6.1. If the liability of the Assignee under the Lease is disclaimed and the Landlord gives the Tenant written notice within six months after the Landlord receiving notice of that disclaimer, the Tenant shall enter into a new lease of the Property on the terms set out in Clause 6.2
  - 6.2. The rights and obligations under the new lease shall take effect from the date of the disclaimer and the new lease shall:
    - 6.2.1. be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant
    - 6.2.2. be for a term that expires at the same date as the end of the contractual term granted by the Lease had there been no disclaimer
    - 6.2.3. reserve as initial annual rents amounts equal to the rent and Car Park Rent which is reserved by the Lease on the date of the disclaimer (subject to Clause 7); and
    - 6.2.4. otherwise be on the same terms as the Lease (as varied if there has been any variation other than a variation in respect of which and to the extent that the Tenant is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995)
  - 6.3. The Tenant shall pay the Landlord's reasonable and proper solicitors costs and disbursements and any irrecoverable VAT on them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice
  - 6.4. The grant of a new lease and its acceptance by the Tenant shall be without prejudice to any other rights which the Landlord may have against the Tenant or against any other person or in respect of any other security that the Landlord may have in connection with the Lease
- 7. Rent at the date of disclaimer
  - If at the date of the disclaimer there is any abatement or suspension of the rent reserved by the Lease, then, for the purposes for this agreement, that rent shall be deemed to be the amount which would be reserved by the Lease but for the abatement or suspension, but

without prejudice to the provisions relating to abatement or suspension to be contained in the new lease

8. Payments in gross and restrictions on the Tenant

8.1. Any payment or dividend that the Landlord receives from the Assignee (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Assignee shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Tenant to the full extent of the obligations that are the subject of the guarantee and indemnity in this agreement

8.2. The Tenant shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Assignee in respect of any payment made by the Tenant pursuant to the guarantee and indemnity in this agreement. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord

8.3. The Tenant shall not, without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Tenant under the guarantee and indemnity in this agreement unless and until all the obligations of the Tenant under the guarantee and indemnity in this agreement have been fully performed

9. Other Securities

9.1. This agreement is in addition to any other security that the Landlord may at any time hold from the Tenant or the Assignee or any other person in respect of the liability of the Assignee to pay the rents reserved by the Lease and to observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security

9.2. The Tenant shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Assignee to pay the rents reserved by the Lease or to observe and perform the tenant covenants of the Lease until all the obligations of the Tenant under the guarantee and indemnity in this agreement have been fully discharged

10. Costs

On completion of this agreement the Tenant shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this agreement. This obligation extends to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax

11. Indemnity

The Tenant shall indemnify the Landlord against all reasonable and proper costs and claims arising from any breach of the terms of this agreement

12. Notices

Any notice given pursuant to this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

13. Contracts (Rights Of Third Parties) Act 1999

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**SCHEDULE 8**  
**Service Charge**

**PART A**  
**Definitions**

1. "Services" means the services facilities and amenities specified in Part C of this Schedule
2. "Financial Year" means the period from 1 January in every year to 31 December in that year or such other period as the Landlord may reasonably determine
3. "Annual Expenditure" means in relation to any Financial Year the aggregate of:
  - 3.1. all reasonable and proper costs expenses and outgoings incurred by the Landlord during that Financial Year in or incidentally to providing all or any of the Services and in relation to the matters specified in Part D of this Schedule ("Additional Items") and any VAT payable whether or not such costs are incurred in conjunction with the whole or any part of the Landlord's Property
  - 3.2. all costs reasonably anticipated by the Landlord in connection with the Services or the Additional Items and any VAT payablebut "Annual Expenditure" shall not include any expenditure in respect of the maintenance or repair of any part of the Landlord's Property the responsibility for maintenance or repair of which is the exclusive responsibility of the Tenant or any other tenant of the Landlord's Property and Provided That the Landlord may not charge VAT to the extent he can recover the same as an input
4. "Service Charge" means the Service Charge Percentage of the Annual Expenditure or such other fair proportion of the Annual Expenditure as the Landlord may reasonably determine

**PART B**  
**Performance of the Services and Payment of the Service Charge**

5. Performance of the Services
  - 5.1. Subject to the Tenant paying to the Landlord the Service Charge and complying with the Tenant's covenants in this Lease the Landlord shall perform the Services throughout the Term in a proper and efficient manner in accordance with the principles of good estate management and (where appropriate) using good and suitable materials provided that the Landlord shall not be liable to the Tenant in respect of any failure or interruption in any of the Services by reason of necessary repair replacement maintenance of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials water or labour or any other cause

where such cause was unforeseen unavoidable and beyond the Landlord's reasonable control provided and to the extent that:

- 5.1.1. any such failure or interruption could not reasonably have been prevented or shortened by the exercise of proper care attention diligence and skill by the Landlord or those undertaking the Services on behalf of the Landlord; and
- 5.1.2. the Landlord uses and continues to use its reasonable endeavours to restore the Services in question and in the meantime to provide such suitable alternative Services as are practicable

6. Payment of the Service Charge

- 6.1. The Tenant covenants with the Landlord that on each of the Rent Dates in every year during the Term the Tenant will pay to the Landlord such a sum in advance and on account of the Service Charge for the Financial Year then current as the Landlord shall from time to time specify as being in its reasonable discretion a fair and reasonable assessment of one-quarter of the likely Service Charge for that particular Financial Year ("the Advance Payment") the first Advance Payment (apportioned if necessary on a daily basis) to be made on the date of this Lease for the period starting on the date of commencement of the Contractual Term and ending on the day before the first Rent Date after the date of this Lease
- 6.2. If the Service Charge for any Financial Year:
  - 6.2.1. exceeds the Advance Payments for that Financial Year the excess will be paid by the Tenant to the Landlord within fourteen (14) days of demand; or
  - 6.2.2. is less than the Advance Payments for that Financial Year the overpayment will be reimbursed to the Tenant within fourteen (14) days of the preparation of the accounts pursuant to paragraph 6.3
- 6.3. As soon as convenient after the end of the Financial Year the Landlord will prepare accounts showing the Annual Expenditure for that Financial Year and containing a fair summary of the various items comprising the Annual Expenditure which shall be conclusive evidence for the purpose of the calculation of the Service Charge (save in case of manifest error) and a copy of such accounts will be supplied as soon as reasonably practicable to the Tenant and copies of the records vouchers and receipts relating to the calculation of the Service Charge may be inspected upon prior written appointment at reasonable times at the offices of the Landlord or their agents within 7 days of the Landlord issuing the Service Charge demand
- 6.4. If the Landlord does not seek to recover any sum properly expended or liability incurred by it in connection with the Services in any Financial Year the Landlord may nevertheless in its reasonable discretion recover such sum or liability in any subsequent Financial Year

- 6.5. The Landlord may at its reasonable discretion acting properly withhold add to extend vary or make alterations to any of the Services from time to time if the Landlord shall reasonably deem it desirable to do so for more efficient management security and operation of the Landlord's Property or for the comfort of the tenants in the Landlord's Property
- 6.6. If at any time during the Term the total property vested in the Landlord which enjoys or is capable of enjoying the benefit of any of the Services is extended to any adjoining or neighbouring property or is increased or decreased on a permanent basis the Service Charge Percentage will be varied with immediate effect and the variation will be reasonably determined by the Landlord
- 6.7. The provisions of this Schedule will continue to apply notwithstanding the end of the Contractual Term but only in respect of the period to the end of the Contractual Term and the Service Charge for that Financial Year will be apportioned for such period on a daily basis

**PART C**  
**The Services**

7. Maintenance of the Landlord's Property  
The cleaning maintenance repair rebuilding replacement renewal and (where appropriate) decoration of:
- 7.1. the boundary walls fences and other structures of the Landlord's Property
  - 7.2. the party walls within the Landlord's Property
  - 7.3. the Conduits
  - 7.4. the Common Parts
  - 7.5. all other parts of the Landlord's Property not included in the above paragraphs but excluding in each case any such which were included in this Lease or the lease of any other part of the Landlord's Property or the repair of which is the responsibility of the Tenant or any other tenant of the Landlord's Property
8. Landscaped Areas  
The upkeep and (where reasonably necessary) replacement of the landscaped grassed gravelled or paved areas within the Common Parts
9. Plant and Machinery  
Operating inspecting servicing overhauling repairing maintaining cleaning lighting and renewing or replacing all Landlord's fixtures fittings plant and machinery operating equipment in the Landlord's Property from time to time during the Term but excluding all such fixtures fittings plant machinery apparatus and equipment which are included in this Lease or the lease of any other part of the Landlord's Property or the repair of which are the responsibility of the Tenant or other tenant of the Landlord's Property

10. Common Parts

- 10.1. The operation repair maintenance renewal replacement and cleaning of all signs and notices and lighting systems (if any) in the Common Parts
- 10.2. The provision of fire extinguishers and any other fire fighting equipment in the Common Parts and payment of all charges in connection with their rental installation and maintenance
11. Other Services  
Any other services relating to the Landlord's Property reasonably required in the Landlord's reasonable discretion in the interests of good estate management
12. Insurance of Common Parts
  - 12.1. The insurance of the Common Parts against the Insured Risks
  - 12.2. The insurance of the Landlord against property owners' liability risks in respect of the Landlord's Property
13. Refuse  
The provision repair maintenance and renewal of any litter bins, paladin units, refuse trolleys and other receptacles for storing or packaging of waste for the Landlord's Property and collecting, storing and disposing of all refuse from the Landlord's Property

**PART D**  
**The Additional Items**

14. Fees  
The reasonable and proper fees and disbursements incurred and any Value Added Tax payable on them of:
  - 14.1. any individual firm or company properly employed or retained by the Landlord for or in connection with surveying or accounting functions or the management of the Landlord's Property to the extent not covered under Part C of this Schedule
  - 14.2. the managing agents for or in connection with the Landlord's Property to the extent not covered under Part C of this Schedule
  - 14.3. any individual firm or company valuing the Landlord's Property or assessing the full cost of rebuilding and reinstatement
  - 14.4. any individual firm or company providing caretaking or security arrangements and services to the Landlord's Property
  - 14.5. any individual firm or company employed by the Landlord to deal with insurance claims
  - 14.6. any other individual firm or company properly employed or retained by the Landlord to perform (or in connection with) any of the Services or any of the functions or duties referred to in this paragraph
15. Staff

The reasonable and proper cost of employing (whether by the Landlord or the managing agents or any other individual firm or company) such staff as may be reasonably necessary for the performance of the Services and the other functions and duties referred to above and all other incidental expenditure to such employment

16. Contract for Services

The reasonable and proper cost of entering into any contract for the carrying out of all or any of the Services that the Landlord may reasonably deem desirable or necessary

17. Outgoings

All rates taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed on the whole of the Landlord's Property where there is no separate charge assessment or imposition on or in respect of an individual part

18. Nuisance

The reasonable and proper cost to the Landlord of abating a nuisance in respect of the Landlord's Property or any part of it insofar as the same is not the liability of any individual tenant

19. Statutory Requirements

The reasonable and proper cost to the Landlord of carrying out any works to the Landlord's Property to comply with any statute or requirement of any local or public authority

20. Reserve Fund

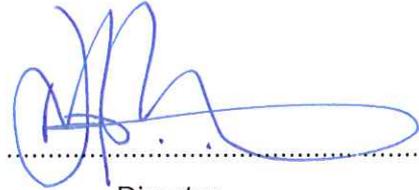
Such reasonable and proper sums as the Landlord may deem reasonably expedient in order to provide and maintain a reserve fund in respect of expenditure not of a regularly recurring nature Provided That the same shall be held by the Landlord in a separate account with interest on the same to accrue to the account and not to the Landlord

21. General

The provision of such other services and works as the Landlord may reasonably deem desirable or necessary for the benefit of the Landlord's Property or the tenants or occupiers of it or in the interest of good estate management

EXECUTED AS A DEED and delivered on the date stated at the beginning of this Lease

**SIGNED as a DEED by**  
**Trafcourt Properties Limited**  
acting by one Director



.....  
Director

in the presence of:

.....

Witness' signature: *A Duke*

Name: *Anna DUKE*

Address: *NEWLANDS FARM  
LONGFORD  
Ashbourne  
DE6 3DE*

**SIGNED as a DEED by**  
**Taskmaster Resources Limited**  
acting by one Director

.....

Director

in the presence of:

.....

Witness' signature:

Name:

Address: