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Title Number WK245005

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MEB/TY331.3/21.9.2015/V1

DATED

1st December 2015

RENEWAL LEASE

between

MARK BUDDEN TUCKER AND COLIN DAVID LAMONT ROXBURGH

and

WARWICKSHIRE AND NORTHAMPTONSHIRE AIR AMBULANCE

PRESCRIBED CLAUSES

LR1. Date of lease 1st December 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WK245005

LR2.2 Other title numbers

NONE

LR3. Parties to this lease

Landlord

MARK BUDDEN TUCKER AND COLIN DAVID LAMONT ROXBURGH

C/O 28 Clifton Wood Road, Clifton, Bristol BS8 4TW

Tenant

WARWICKSHIRE AND NORTHAMPTONSHIRE AIR AMBULANCE

Hazel House, Burnthurst Lane, Princethorpe, Warwickshire CV23 9QA

SM

048459075

Other parties

None

LR4. Property

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

See the definition of "Property" in clause 1.1 of this lease and clause 1.7 of the Existing 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 in this lease at clause 1.1 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 included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the First Schedule of the Existing Lease.

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

The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the Second Schedule of the Existing 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

None

THIS LEASE is dated

1st December

2015

PARTIES

- (1) MARK BUDDEN TUCKER AND COLIN DAVID LAMONT ROXBURGH of c/o 28 Clifton Wood Road, Clifton, Bristol BS8 4TW (**Landlord**).
- (2) WARWICKSHIRE AND NORTHAMPTONSHIRE AIR AMBULANCE incorporated and registered in England and Wales with company number 048459095 whose registered office is at Hazel House, Burnthurst Lane, Princethorpe, Warwickshire CV23 9QA (**Tenant**).

SM

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Annual Rent: rent at an initial rate of £20,000.00 (Twenty Thousand Pounds) per annum and then as revised pursuant to this lease.

Contractual Term: a term of 10 years beginning on, and including 22 October 2015 and ending on, and including 21 October 2025.

Existing Lease: the lease by virtue of which the Tenant holds the Property, which is dated 25 November 2010 and made between Lansdowne Investments Limited (1) and Warwickshire and Northamptonshire Air Ambulance (2) (a copy of which is annexed to this lease).

Incorporated Terms: all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3;

(a) including:

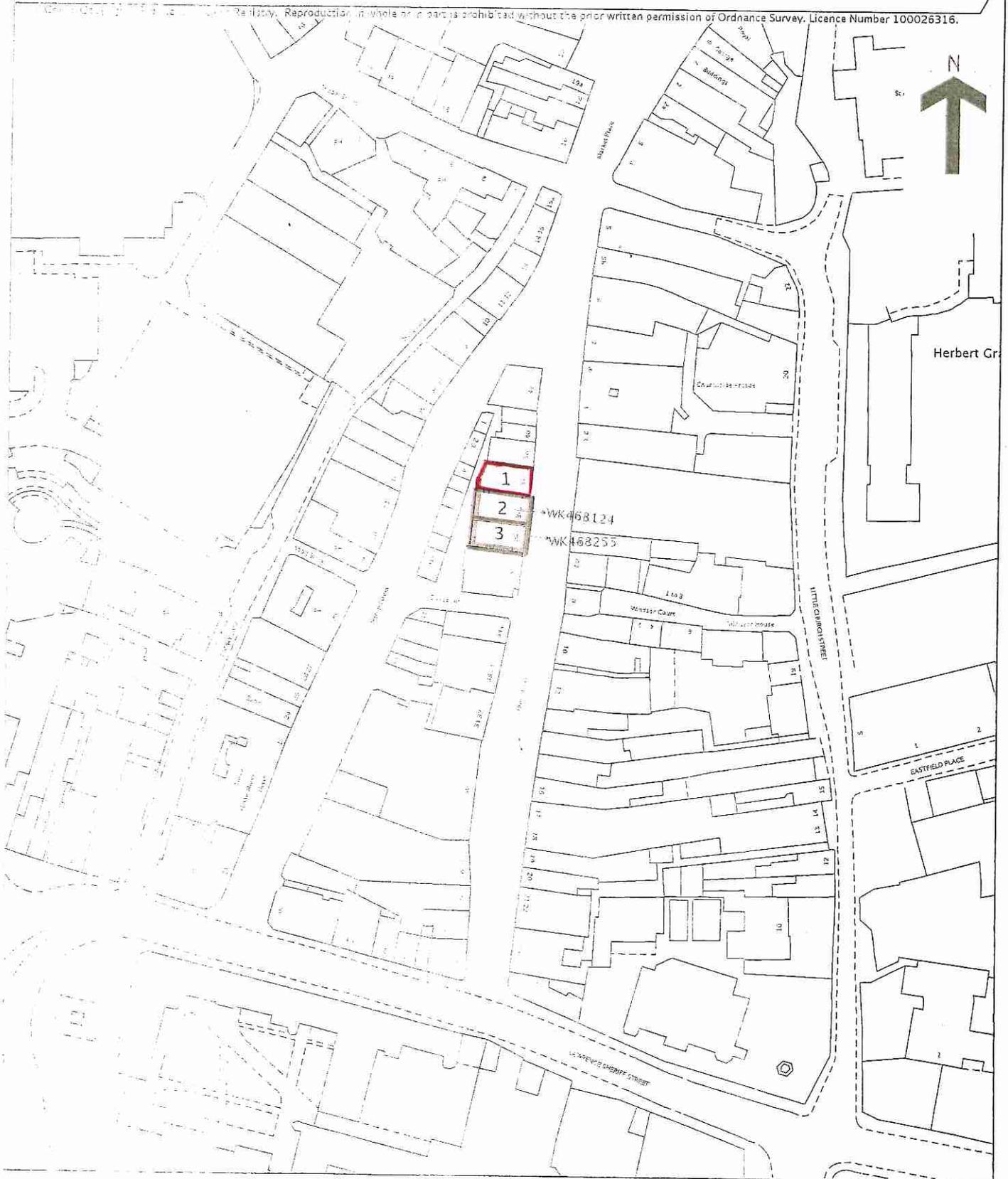
- (i) the definitions and rules of interpretation in the Existing Lease;
- (ii) the agreements and declarations contained in the Existing Lease;

Land Registry
Official copy of
title plan

Title number WK245005
Ordnance Survey map reference SP5075SW
Scale 1:1250
Administrative area Warwickshire : Rugby



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BASMENT, GROUND & FIRST FLOORS ONLY

PLAN I

- (iii) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); and
- (iv) the third party rights, restrictions and covenants affecting the Property.

(b) but excluding any terms of the Existing Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

Insurance Rent: the amount calculated in accordance with clause 2.11 of the Existing Lease.

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Plan: the plan attached to this lease marked "Plan 1".

Property: the property known as the cellar, ground and first floor of 37 High Street, Rugby CV21 3BW shown edged red on the Plan and as described in the Existing Lease.

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

Review Dates: [22 October] 2020 and every fifth anniversary of that date.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

1.2 References to the landlord and tenant in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.3 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.

2.4 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.5 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Insurance Rent; and
- (c) any other sums due under this lease.

3. THE EXISTING LEASE

For the purposes of this lease only, the terms of the Existing Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

4. THE ANNUAL RENT

4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates.

4.2 The first instalment of the Annual Rent shall be made on the first day of the Contractual Term and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the first day of the Contractual Term and ending on the day before the next Rent Payment Date.

5. REVIEW OF THE ANNUAL RENT

On each Review Date the Annual Rent shall be reviewed in accordance with the Incorporated Terms.

6. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

6.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [~~not less than 14 days~~] before this lease was entered into;
- (b) Claire Crook who was duly authorised by the Tenant to do so] made a statutory declaration dated [2 Nov 2015] 2015 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

6.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

7. REGISTRATION OF THIS LEASE

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by

HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.

8. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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 and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

9. SECTION 62 OF THE LAW OF PROPERTY ACT 1925

Except as mentioned in clause 2.2, 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 Law of Property Act 1925 does not apply to this lease.

10. ENTIRE AGREEMENT

10.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

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

10.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

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

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

12. GOVERNING LAW

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

13. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule Variations to the Existing Lease

1. **DELETION OF CLAUSES**

Clauses 9.14 and 9.15 of the Existing Lease shall be deleted.

2. **ADDITION OF NEW CLAUSES**

For the purposes of this Lease the following clauses shall be added to the Existing Lease as new clauses 10 and 11.

10. **REVIEW OF THE ANNUAL RENT**

10.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 10.7.

10.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); or, if greater;
- (b) the open market rent agreed or determined pursuant to this clause.

10.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

10.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 10.5; and
- (d) disregarding the matters listed in clause 10.6.

10.5 The assumptions are:

- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;

- (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
 - (e) if the Property or any other part of the Building or any Service Media serving the Property, has been destroyed or damaged by an Insured Risk, it has been fully restored;
 - (f) no work has been carried out on the Property or any other part of the Building that has diminished the rental value of the Property other than work carried out in compliance with clause 5.6;
 - (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

10.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);

- (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
 - (e) any statutory restriction on rents or the right to recover them.
- 10.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 10.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 10.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 10.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 10.7 shall then apply in relation to the appointment of a replacement.
- 10.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 10.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable beginning on that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Annual Rent is agreed or the

Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period beginning on the Review Date and ending on the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

10.13 Time shall not be of the essence for the purposes of this clause.

10.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

10.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

11. TENANT'S BREAK CLAUSE

11.1 The Tenant may terminate this lease by giving to the Landlord not less than six months prior written notice ("Break Notice") at any time after the date of this Lease.

11.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (a) the Tenant has not paid in cleared funds any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) the Tenant remains in occupation of any part of the Property; or
- (c) there are any continuing subleases of the Property ; or
- (d) If simultaneously with the service of the Break Notice the Tenant fails to pay to the Landlord a sum equivalent to six months Annual Rent being the parties genuine pre estimate of the loss to the Landlord in that situation (" the Compensation ") . For the avoidance of doubt the Compensation shall be in addition to the Annual Rent due in respect of the period up to and including the Break Date provided always that the Landlord shall waive the obligation to pay the Compensation if the Tenant allows the Landlord throughout the entire period from the service of the Break Notice to display

a to let or for sale board on the Property, allows the Landlord their agents and representatives and prospective tenants and/or buyers to view the Property at all reasonable times and generally cooperates with and assists the Landlord in the marketing of the Property

- 11.3 Subject to clause 11.2, following service of a Break Notice this lease shall terminate on the expiration of the Break Notice ("the Break Date").
- 11.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 11.5 If this lease terminates in accordance with clause 11.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

Executed as a deed by MARK
BUDDEN TUCKER in the presence
of:

M B Tucker
by his duly authorised
attorney Frank Edward Stewart

J Bessant
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

J BESSANT
11 Alexandra Road,
Clevedon BS21 7QH
Secretary

Executed as a deed by COLIN
LAMONT ROXBURGH in the
presence of:

Colin Roxburgh

E K Kemp
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

ELIZABETH KEMP
GOWANFIELD
DALGINROSS
COMRIE PH6 2ED
OCCUPATION: ARTIST

Executed as a deed by
WARWICKSHIRE AND
NORTHAMPTONSHIRE AIR
AMBULANCE acting by [NAME OF
DIRECTOR], a director, in the
presence of:

[SIGNATURE OF DIRECTOR]
Director

[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

DATED

25 November

2010

LANSDOWNE INVESTMENTS LIMITED

and

WARWICKSHIRE and NORTHAMPTONSHIRE AIR AMBULANCE

COUNTERPART
LEASE

of part of 37 High Street, Rugby CV21 3BW

**Forshaws Davies Ridgway
Solicitors
21 Palmyra Square
Warrington WA1 1BW**

LAN681-12

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease

~~LR5.1 Statements prescribed under rule 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:~~

~~Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996~~

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

~~From and including~~

To and including

OR

~~The term as specified in this lease at clause/schedule/paragraph~~

OR

The term is as follows:
Five years from its date

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

Nil

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

~~This lease does not contain a provision that prohibits or restricts dispositions~~

OR

This lease contains a provision that prohibits or restricts dispositions

LAN681-12

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

NONE

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements

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

First Schedule

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

Second Schedule

LR12. Estate rent charge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

NONE

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

~~The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number _____]~~

LAN681-12

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

If the Tenant is one person, omit or delete all the alternative statements

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

~~The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants~~

~~OR~~

~~The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares~~

~~OR~~

~~The Tenant is more than one person. They are to hold the Property on trust~~

~~NONE~~

LEASE:- Dated 25th November 2010

1 PARTICULARS

- 1.1 **"Landlord"** LANSDOWNE INVESTMENTS LIMITED
(Jersey Company Registration Number 89825)
whose registered office is situate at 11-15
Seaton Place, St Helier, Jersey JE4 8XP
- 1.2 **"Tenant"** WARWICKSHIRE and NORTHAMPTONSHIRE
AIR AMBULANCE (Company Registration
Number 04845909) whose registered office is
situate Hazel House, Burnthurst Lane,
Princethorpe, Warwickshire
CV23 9QA
- 1.3 **"Term"** means Five years from and including 22nd
October 2010
- 1.4 **"Interest Rate"** means 3% above the base lending rate of the
National Westminster Bank plc from time to time
- 1.5 **"Interior Decorating Years"** means the third year and the last three months
of the Term (howsoever arising)
- 1.6 **"Permitted User"** A Retail Shop within Class A1 of the Town &
Country Planning (Use Classes) Order 1987
with car parking
- 1.7 **"Premises"** means the premises known as the cellar
ground and the first floor only of 37 High Street
Rugby Warwickshire CV21 3BW
- 1.8 **"Rent"** means: £20,000 per annum
- 1.9 **"Rent Commencement Date"** means the date of this Lease

2 DEFINITIONS

The terms defined in this clause and in the Particulars shall for all purposes of this
Lease have the meanings specified

- 2.1 **"1954 Act"** means Part II of the Landlord and Tenant Act 1954
- 2.2 **"1995 Act"** means the Landlord and Tenant (Covenants) Act 1995

- 2.3 **"Adjoining Property"** means any neighbouring or adjoining land in which 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 has freehold or leasehold interest or in which during the Term the Landlord or such a company shall have acquired a freehold or leasehold interest and in particular ~~s~~ 36 and 36a High Street Rugby
- 2.4 **"Authorised Guarantee Agreement"** means an authorised guarantee agreement as defined in Section 16 of the 1995 Act
- 2.5 **"Building"** means the building or buildings comprising the Premises or of which the Premises form part
- 2.6 **"Buildings"** means a building or buildings now or at any time during the Term erected on the Adjoining Property
- 2.7 **"Environment"** means all or any of the following media namely the air (which includes the air within natural or man made structures whether above or below ground) water (including territorial costal and inland waters and ground water as defined in Section 104 (l) (d) Water Resources Act 1991 and drains and sewers) and land (including the seabed or riverbed under any water) surface land and sub-surface land
- 2.8 **"Environmental Protection Acts"** means all legislation including all subordinate legislation and all circulars guidance notes and codes of practice from time to time in force regulating the carrying on of or any process or activity on premises and any emissions from and all waste produced by such process or activity whether covering the protection of human health and workplace the environment or the provision of energy including (by way of example but not by way of limitation) the Health and Safety at Work Act 1974 The Control of Pollution Act 1974 The Environmental Protection Act 1990 The Water Acts Clean Air Acts The Alkaline Works Regulation Act 1906 The Planning Hazardous Substances Act 1990 The Public Health Act The Radioactive Substances Act 1960 and all European Community Legislation from time to time in force and any other instrument plan regulation permission and direction made or issued thereunder or deriving validity therefrom
- 2.9 **"Hazardous Substances"** means any natural or artificial substances (whether in solid or in liquid form or in the form of a gas or vapour and whether alone or in any combination with any other substances (capable of causing harm to man or any other living organism supported by the Environment or damaging to the Environment or public health or welfare including (but not by way of limitation) a

- "radioactive material" as defined in the Radioactive Substances Act 1960 or any other enactment thereof ozone depleting substances and genetically modified organisms (as defined in Section 106 Environmental protection Act 1990)
- 2.10 **"Inherent Defect"** means any defect in the structure of the Premises or the Building or in anything installed in or on the Premises or the Building which is attributable to defective design or defective workmanship or materials
- 2.11 **"Insurance Rent"** means 60% of the sum which the Landlord shall from time to time pay by way of premiums for effecting the insurance referred to in clauses 7.2 and 7.3 including the whole of any additional or increased sums or premiums payable by reason of the Tenant's use of the Premises or arising out of any breach of the Tenant's obligations under this Lease
- 2.12 **"Insured Risks"** means loss or damage by fire explosion storm lightning tempest flood burst pipes impact terrorism riot civil commotion malicious damage and such other risks insurance against which the Landlord may from time to time reasonably deem necessary and the Tenant shall in writing reasonably request
- 2.13 **"Interest"** means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base lending rate referred to in clause 1.4 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Surveyor acting reasonably as an expert and not as an arbitrator
- 2.14 **"this Lease"** means this lease together with the Schedules hereto any licence granted pursuant hereto any deed of variation of the provisions hereof and any instrument made supplemental hereto
- 2.15 **"Operational Covenants"** means the covenants set out in the Third Schedule
- 2.16 **"Perpetuity Period"** means the period of eighty years from the date hereof which shall be the perpetuity period applicable to this Lease and where in this Lease either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring the future interest to vest within the Perpetuity Period and for it to be void for remoteness if it shall not have so vested
- 2.17 **"Pipes"** means pipes sewers drains mains ducts conduits gutters watercourses wire cables channels subways flues and all other conducting media including any fixings louvres cowls and other covers

- 2.18 **"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning and Compensation regulations and orders included by virtue of clause 3.16
- 2.19 **"Rent"** means the rent specified in clause 1.8 of the Particulars and such term does not include the Insurance Rent but the term "rents" includes both the Rent and Insurance Rent and other sums (if any) provided to be paid hereunder as rent
- 2.20 **"Surveyor"** means the person who is or firm the majority of whose partners are Fellows or Associates of the Royal Institution of Chartered Surveyors and appointed by or acting for the Landlord (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 and including the person or firm appointed by the Landlord to collect the rents) to perform the function of a surveyor for any purpose of this Lease
- 2.21 **"Uninsured Risks"** means a risk or an Insured Risk against which insurance cover is not generally available or ceases to be available for properties such as the Premises or the Building or is only available on terms or subject to conditions making it unreasonable in all the circumstances to insure against that risk

3. **INTERPRETATION**

- 3.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include their respective successors in title and shall where the context admits include all superior landlords or lessors however remote
- 3.2 Where the Landlord the Tenant or the Guarantor for the time being are two or more individuals the terms "the Landlord" "the Tenant" and "the Guarantor" include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally
- 3.3 Words importing the one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 The expression "the Guarantor" includes not only the person referred to in clause 1.4 (if any) but also any person who enters into covenants with the Landlord pursuant to clauses 5.8.5 or 5.21
- 3.5 The expression "the Premises" includes for the purpose of obligation as well as grant:

- (a) the internal surfaces and plaster and decorative coverings of all outer walls enclosing the Premises and of all walls and pillars located within the Premises
- (b) the inner half severed medially of the internal non-load bearing walls that divide the Premises from the remainder of the Building (if applicable)
- (c) the whole of all other non-structural walls and pillars within the Premises
- (d) the floor surfaces screeds and floorboards above the horizontal structural slabs or other members supporting the floors
- (e) the ceiling coverings immediately below the horizontal structural slabs or other members immediately above such ceiling coverings
- (f) all staircases within the Premises
- (g) the windows and window frames of and in the Premises and all glass therein
- (h) the whole of the door and door frames of the Premises (including internal finishes thereof and the external decorative paint or finish of the external doors)
- (i) the shop front and fascia of the Building
- (j) all additions alterations replacements and improvements to any of the above from time to time
- (k) any Pipes within and which exclusively serve the Premises save those of statutory or public utility undertakers
- (l) all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the same or otherwise) except any such fixtures installed by the Tenant and that can be removed from the Premises without defacing the same

and references to "the Premises" shall in the absence of any provision to the contrary include any part of the Premises BUT (for the avoidance of doubt) the Premises does not include the second and third floors of the Building (which are intended to remain unlet and unoccupied) or the roof of the same

3.6 The expression "the Term" includes any period of holding-over or extension or continuance thereof whether by statute or common law

3.7 References to "the last year of the Term" include the last year of the Term if the same shall determine otherwise than by effluxion of time and to "the expiration of the Term" include such sooner determination of the Term

- 3.8 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior lessor of the Landlord in the Premises or any part thereof and any mortgagee where the head lease or mortgage grants such rights of access to the superior lessor or mortgagee and to all persons authorised in writing by the Landlord any superior lessor or mortgagee (including agents professional advisers contractors workmen and others) and shall include the right to bring plant equipment machinery materials and appliances onto the Premises for the stated purpose
- 3.9 Reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including the exercise of such right by the Landlord and all persons authorised in writing by the Landlord or by any superior lessor (where the head lease grants such rights to the superior lessor) and in common with all other persons having a like right. References to any rights exercisable by the Tenant shall be construed as being exercisable by the Tenant any lawful sub-tenants and all persons properly authorised by them
- 3.10 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use its reasonable endeavours to prevent such act or thing being done by a third party over whom the Tenant is able to exercise the necessary control
- 3.11 Whenever the consent or approval of the Landlord is required or requested in relation to this Lease such provisions shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior lessor where the same shall be required under the terms of a head lease or mortgage (except that nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior lessor not unreasonably to refuse any such consent) Provided that the Landlord shall use all reasonable endeavours to obtain such consent at the written request and reasonable cost of the Tenant
- 3.12 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and 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
- 3.13 The terms "the parties" or "party" shall mean the Landlord and/or the Tenant but except where there is an express indication to the contrary shall exclude the Guarantor

- 3.14 "Development" has the meaning given by Section 55 of the Town and Country Planning Act 1990
- 3.15 References to payment of the rents or other sums on a specified date shall be interpreted as meaning that the Landlord must be in receipt of cleared funds on that specified date
- 3.16 Save as provided in Clause 3.17 any reference to a specific statute includes any statutory extension consolidation or modification or re-enactment of such statute and any regulations or orders made thereunder and any general reference to "statute" or "statutes" includes any regulations or orders made thereunder
- 3.17 Any reference to the Town and Country Planning (Use Clause) Order 1987 is a reference to such Order as originally published notwithstanding any revocation thereof whenever made
- 3.18 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or Schedule to this Lease so numbered
- 3.19 The paragraph headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 3.20 In the following cases references to "the Landlord" are to be construed as extending to any superior lessor and to any mortgagee of the Landlord or of any superior lessor:-
- 3.20.1 where there are rights easements exceptions and reservations in favour of the Landlord
- 3.20.2 where there is an obligation to obtain the approval licence or consent of the Landlord or to give notice to the Landlord where the relevant head lease or mortgage requires such consent to be given (but nothing in this Lease is to be construed as implying that such consent or approval of any superior lessor or mortgagee will not be unreasonably withheld
- 3.20.3 where there are indemnities in favour of the Landlord
- 3.21 Any indemnities given by the Tenant are to be construed as obligations to keep the specified person indemnified against liability in respect of all proceedings damages penalties costs expenses claims demands and liabilities of any kind (including all consequential fees expenditure and Value Added Tax) in respect of the relevant act omission or default of the Tenant its sub-tenants or the servants agents and

invitees of either or any person at or near the Premises with the express or implied consent of the Tenant or any sub-tenant

4. DEMISE

The Landlord DEMISES to the Tenant the Premises with full title guarantee TOGETHER WITH the rights specified in the First Schedule but EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Premises to the Tenant for the Term SUBJECT TO all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises including the matters contained or referred to in the documents specified in the Fourth Schedule

YIELDING AND PAYING to the Landlord:

- (a) the Rent payable without any deduction by equal quarterly payments in advance on the usual quarter days 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 quarter day next thereafter to be paid on the date hereof and
- (b) by way of further rent the Insurance Rent payable within 14 days of written demand in accordance with clause 7.
- (c) by way of further rent on demand Interest as provided for in this Lease

5 TENANT'S COVENANTS with the Landlord

RENT

- 5.1.1 To pay the rents on the days and in the manner herein provided and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 5.1.2 If so required in writing by the Landlord to make such payments by Banker's Order or Credit Transfer to any Bank and account that the Landlord may from time to time nominate but the Landlord shall not charge Banks more than twice in any year of the Term
- 5.1.3 Without prejudice to the Landlord's other remedies to pay Interest on any payment of rent and (if chargeable) the Value Added Tax thereon which is not paid on the due date for payment or which the Landlord has with good reason refused to accept

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OUTGOINGS AND VAT

- 5.2 To promptly pay and to indemnify the Landlord against:
- (a) all rates taxes assessments duties charges impositions and outgoings (save those of a capital nature) which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them except for any taxes incurred as a result of the receipt of the rents hereunder or any dealing with the reversion on this Lease
 - (b) Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment (including but not by way of limitation the Rent) made by the Tenant under any of the provisions of or in connection with this Lease or paid by the Landlord on any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount
 - (c) To pay within 14 days of a written demand a fair and reasonable proportion properly attributable to the Premises of any items referred to in Clause 5.2(a) which are payable in respect of the Premises jointly with other property such proportion to be determined by the Surveyor and whose decision shall be conclusive (save in the case of manifest error or fraud)

ELECTRICITY GAS AND OTHER SERVICES CONSUMED

- 5.3 To pay to the suppliers and to indemnify the Landlord against all charges (including standing charges) for electricity gas and other services consumed or used at or in relation to the Premises (including meter rents) and at the Tenant's expense to observe and perform all present and future regulations and requirements of the supply authorities Provided that until the Landlord shall have procured the installation of separate meters to record the supplies of such services exclusively to the Premises the Tenant shall pay to the Landlord within 14 days of a written demand the fair proportion properly attributable to the Premises determined by the Landlord (acting reasonably) of the charge or charges levied on the Premises and the remainder of the Building

REPAIR

- 5.4.1 At all times to repair and keep in good repair and condition the whole of the Premises and to carry out all requisite work in accordance with best modern practice from time to time and with good quality material and to replace from time to time the Landlord's fixtures fittings and appurtenances in the Premises which may be or become beyond economic repair at any time during or at the expiration of the Term damage by an Insured Risk (save where the insurance moneys are refused in whole or in part by reason of any act or default of the Tenant any under-tenant or anyone at or near the Premises expressly or by implication with the authority of the Tenant or under-tenant) or an Uninsured Risk or Inherent Defect excepted
- 5.4.2 To maintain in good repair and working condition all tanks boilers central heating systems air conditioning systems and other fixed equipment within or exclusively serving the Premises including any such within the Building which may also serve the remainder of the Building and to cause the same to be serviced annually by a reputable contractor damage by an Insured Risk excepted

ALTERATIONS AND ADDITIONS

- 5.5.1 Not to:
- (a) commit or permit waste on or at the Premises and not to damage or divide the Premises nor to unite or annex the Premises to any adjoining buildings not on the Premises;
 - (b) build erect construct or place any new or additional building or structure on the Premises including (without prejudice to the generality of the foregoing) any hut shed garage cycle shelter store caravan house on wheels or any temporary or moveable building or structure;
 - (c) make any external or structural alterations additions or improvements whatsoever to the Premises without prior written consent of the Landlord
 - (d) make any internal non-structural alterations additions or improvements to the Building or the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) and in accordance with the following conditions:

- (i) The Tenant shall if reasonably required by the Landlord supply drawings plans and specifications relating thereto and copies of all necessary planning permissions building regulation approvals and other necessary consents or approvals for the approval of the Landlord which must not be unreasonably withheld or delayed
- (ii) The Tenant shall carry out and complete such alterations strictly in accordance with the approved planning permissions and building regulation approvals and such approved plans drawings and specifications and (where there is any alterations to or connection with electrical installations) in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the electricity supply authority and to the satisfaction in all respects of the Landlord acting reasonably
- (iii) The Tenant shall not cause or create a legal nuisance or unreasonable disturbance or inconvenience to the Landlord or the occupiers of the any adjacent or neighbouring property or the Adjoining Property
- (iv) The form of consent shall be prepared by the Landlord's solicitors at the reasonable cost of the Tenant and shall be in such form as the Landlord reasonably requires and contain and be subject to such conditions (including but not by way of limitation conditions relating to reinstatement of the Premises) as the Landlord may (acting reasonably) determine
- (v) The Tenant shall at its own cost and prior to applying for the Landlords consent apply for and obtain any necessary planning permission or other necessary consents or approvals but shall not implement any conditional planning consent if the Landlord (acting reasonably) objects to any conditions

Provided That the Tenant may install or remove demountable partitioning without Landlords consent without prejudice to the provisions of clause 5.5.2 below

5.5.2 To remove any additional buildings additions alterations or improvements made to 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

- 5.5.3 Not to cut injure or remove nor except in accordance with clause 5.5.4 make any connection with the Pipes serving the Premises either exclusively or in conjunction with other premises
- 5.5.4 To make connection with those Pipes that exclusively serve the Premises only in accordance with plans and specifications approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- 5.5.5 To indemnify and keep indemnified the Landlord against all liability for any tax or levy assessed and charged on the Landlord by reason of any alterations or additions to the Premises or any change of use thereof carried out or effected by the Tenant or any underlessee
- 5.5.6 At the Tenant's expense to remove forthwith upon demand by the Landlord any alterations or additions to or on the Premises carried out without the Landlord's approval or carried out otherwise than in accordance with the Landlord's approval or where any planning permission shall have lapsed or been withdrawn
- 5.5.7 In relation to the Construction (Design and Management) Regulations 2007:-
 - 5.5.7.1 To comply fully with such regulations in so far as they relate to any work to be carried out at the Premises by or for the Tenant
 - 5.5.7.2 To notify the Landlord of any such work which is notifiable under such regulations ("notifiable work") whether or not the Landlord's consent to such works is required under this Lease and to deliver to the Landlord a copy of the health and safety plan and a copy of the notification to the Health and Safety Executive (or successor authority) before the commencement of notifiable work
 - 5.5.7.3 In respect of notifiable work to notify the Landlord in writing of the identity of the client CDM Co-ordinator and principal contractor before the commencement of notifiable work and thereafter as soon as reasonably practicable of any change in such persons
 - 5.5.7.4 As soon as reasonably practicable after completion of notifiable work to deliver to the Landlord a copy of the health and safety file relating to such work
 - 5.5.7.5 To deliver the health and safety file relating to the Premises to the assignee on assignment of the Tenant's interest in the Premises and to the Landlord on the determination of this Lease

STATUTORY OBLIGATIONS

- 5.6.1 To the extent that compliance is not the obligation of the Landlord pursuant to the specific obligations contained in this Lease or unavoidable under the general law at the Tenant's own expense to execute all works (in a good and workmanlike manner in accordance with best practices with good quality materials to the reasonable satisfaction of the Landlord) and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required (whether by the lessor the lessee or the occupier) in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction Provided That the Tenant shall not be liable to comply with the Control of Asbestos at Work Regulations in relation to any asbestos in the Premises at the date of this Lease or introduced by the Landlord after such date
- 5.6.2 Not knowingly or carelessly to do in or near the Premises any act or thing by reason of which the Landlord may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 5.6.3 Without prejudice to the generality of the foregoing and to the extent that compliance is not the obligation of the Landlord pursuant to the specific obligations contained in this Lease or unavoidable or under the general law and to comply in all respects with the provisions of any statutes and any obligations imposed by law or by any bye-laws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on by the Tenant on the Premises including (but not by way of limitation) the Planning Acts the Offices Shops and Railway Premises Act 1963 and the Environmental Protection Acts
- 5.6.4 To indemnify the Landlord at all times against all costs charges fees expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so required as aforesaid and in respect of all liability therefore or thereunder

ACCESS OF LANDLORD AND NOTICE TO REPAIR

- 5.7.1 To permit the Landlord on reasonable written notice (save in cases of emergency when no notice shall be required)

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- (a) to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
 - (b) to view (and to open-up floors and ceiling where the same is required in order to view) the state of repair and condition of the Premises or person exercising the right on its behalf and (the Landlord making good as soon as reasonably practicable any damage caused when such opening up reveals no breaches)
 - (c) to give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance and painting that the Tenant has failed to execute in breach of the terms hereof and to request the Tenant to execute the same including the making good of the said opening-up (if any) should a breach of covenant be revealed
- 5.7.2 As soon as reasonably practicable to commence repairing cleansing maintaining and painting the Premises as required by such notice and thereafter to progress such work in a good and timely manner
- 5.7.3 If within two months of the service of such a notice (or sooner in the case of emergency) the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work by such date as in the Landlord's Surveyor's reasonable opinion the Tenant ought to have completed the work to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the reasonable cost of so doing and all expenses reasonably and properly incurred by the Landlord (including but not by way of limitation legal costs and surveyor's fees) together with Interest thereon calculated from the date such costs or expenses were incurred up to and including the date of payment within fourteen days of a written demand
- 5.7.4 To permit the Landlord (subject to the proviso in clause 5.2.2) to exercise and enjoy the easements and rights reserved by this lease

ALIENATION

- 5.8.1 Not to charge hold on trust for another part with or share the possession or occupation of the whole of the Premises not to assign underlet charge hold on trust for another part with nor share possession or occupation of part only of the Premises (as distinct from the whole) and not to underlet the whole of the Premises except as provided in clause 5.8.5 below and except that the Tenant

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may share or part with possession with/to a company which is in the same group (within the meaning of the Landlord & Tenant Act 1954 s.42) provided that no relationship of Landlord and Tenant shall be created with such group company

5.8.2 Subject to clauses 5.8.3 and 5.8.4 below not to assign the whole of the Premises without first obtaining the written licence of the Landlord which shall not be unreasonably withheld or delayed

5.8.3 If any of the following circumstances in this clause (which are specified for the purposes of the Landlord & Tenant Act 1927 Section 19 (1A)) shall apply either at the date when application for the licence to assign is made or after that date but before such licence is given the Landlord may withhold licence for the assignment and if after such licence has been given but before completion of the assignment any such circumstances apply the Landlord may revoke such licence (whether such licence is expressly subject to a condition as referred to below or not):-

5.8.3.1 Any undisputed and material sum or any of the rents due from the Tenant under this Lease remains unpaid

5.8.3.2 There are any material outstanding breaches of any covenant relating to the state and condition of the premises being either (a) a Tenant covenant under this Lease or (b) a personal covenant undertaken by the Tenant making the application for the licence to assign

5.8.3.3 In the Landlord's reasonable opinion the assignee is not a person who is likely to be able to comply with the tenant's covenants in this Lease

5.8.3.4 In the case of an assignment to a company which is in the same group (within the meaning of the Landlord & Tenant Act 1954 Section 42) as the Tenant in the Landlord's opinion the assignee is a person who is or may become less likely to be able to comply with the tenant's covenants in this Lease than the Tenant making the application for the licence to assign (which likelihood is adjudged by reference in particular to the financial strength of that tenant and the value of any other security for the performance of the Tenant's covenants when assessed at the date of the grant or assignment of the lease to that tenant)

- 5.8.3.5 The assignee or any guarantor for the assignee (other than any guarantor under an authorised guarantee agreement) has the benefit of state or diplomatic immunity or is not resident within the jurisdiction of the courts of England or in a jurisdiction where reciprocal enforcement of judgements exists
- 5.8.3.6 The assignee is a corporation registered in (or otherwise is resident in) a jurisdiction in which the Order of a Court obtained in England or Wales will not necessarily be enforced without any consideration of the merits of the case
- 5.8.3.7 In the Landlords reasonable opinion the use proposed by the assignee (if other than the Permitted Use) would be likely materially to reduce the value of the Landlords interest in the Premises or the Adjoining Property on the assumption that such interest is to be sold immediately following the proposed assignment
- 5.8.3.8 Where in the Landlord's reasonable opinion the use to which the assignee intends to put the Premises is not a use falling within the Permitted User and the Landlord has refused or would be entitled to refuse licence for such proposed use
- 5.8.3.9 Where the Landlord has not been supplied with such information regarding the terms of the proposed assignment and/or the status and reputation of the proposed assignee and any proposed surety as the Landlord shall have reasonably requested
- 5.8.4 The Landlord may impose any or all of the following conditions (which are specified for the purposes of the Landlord & Tenant Act 1927 Section 19 (1A) on giving any licence for an assignment by the Tenant of the whole of the Premises and any such licence shall be treated as being subject to each of the following conditions:-
 - 5.8.4.1 If it is reasonable in the circumstances for the Landlord to require the same upon or before any assignment and before giving occupation to the assignee the Tenant making an application for the licence to assign shall covenant by way of indemnity and guarantee with the Landlord in the terms of the Authorised Guarantee Agreement in the Sixth Schedule to this Lease with such amendments as are necessary to keep the same within the definition of authorised guarantee agreement in S.16 of the 1995 Act

- 5.8.4.2 If so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain a guarantor or guarantors acceptable to the Landlord who shall covenant by Deed by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord in the terms set out in clause 8 of this Lease
- 5.8.4.3 That the licence is to be documented by formal Deed executed by the proposed assignee and any guarantor
- 5.8.4.4 That the proposed assignee will in the deed granting the licence covenant (jointly and severally in the case of more than one assignee) with the Landlord that as from the date of the proposed assignment and thenceforth during the residue of the Term until released pursuant to the 1995 Act the assignee will pay the rents reserved by and observe and perform the covenants conditions and agreements on the part of the Tenant in this Lease including payment of rent and other payments in respect of any period prior to the date of the proposed assignment which on such date are unpaid or remain to be assessed or determined
- 5.8.4.5 That the Landlord's reasonable and proper legal surveyor's and other costs and professional fees incidental to the Tenants application for the Landlord's licence the determination of such application and the preparation and completion of a formal licence and counterpart thereof and any value added tax thereon shall be paid by the Tenant within 14 days of production of a valid invoice unless the same is found by the Court or an arbitrator or independent expert to have been unlawfully or unreasonably withheld or delayed or is offered subject to some unlawful or unreasonable condition
- 5.8.4.6 The licence of the Landlord contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in clause 5.8.4 cease to exist the Landlord may revoke the licence by written notice to the Tenant
- 5.8.5 As to underletting:-
- 5.8.5.1 Not to underlet or agree to underlet the whole of the Premises without the Landlords prior written consent (such consent not to be unreasonably withheld or delayed)

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- 5.8.5.2 Not to underlet the whole of the Premises at a fine or premium nor at a rent less than the open market rent obtainable for the Premises at the time of such underlease together with additional rents equivalent from time to time to the further rents hereby reserved such rents to be payable at the times and in like manner as the equivalent rents are payable hereunder
- 5.8.5.3 Not to underlet the whole of the Premises other than by an underlease in writing containing the following provisions in terms to be approved in advance by the Landlord such approval not to be unreasonably withheld or delayed:-
- 5.8.5.3.1 an unqualified covenant on the part of the underlessee that the underlessee will not assign a part of the Premises nor underlet nor otherwise than by way of an assignment of the whole of the Premises part with or share the possession or occupation of the whole or any part of the Premises
- 5.8.5.3.2 a covenant on the part of the underlessee that the underlessee will not assign the whole of the Premises without obtaining the previous consent of the Landlord under this Lease
- 5.8.5.3.3 such covenants by the underlessee as shall prohibit the underlessee from doing or suffering any acts or things upon or in relation to the Premises demised by the underlease which will contravene any of the Tenant's obligations hereunder
- 5.8.5.3.4 a condition for re-entry on breach of any covenant or condition on the part of the underlessee
- 5.8.5.3.5 imposing in relating to any permitted assignment the same obligations for registration with the Landlord as are contained in this Lease in relation to dispositions by the Tenant
- 5.8.5.3.6 a covenant that the underlessee will not do anything that would cause the Tenant to be in breach of this Lease

- 5.8.5.3.7 containing an agreement that pursuant to the 1954 Act the provisions of Sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy thereby created and confirming that the appropriate notices and declarations have been served and made in conformity with Schedule 1 and Schedule 2 para.7 of the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 prior to the completion of such underlease
- 5.8.5.4 To enforce the performance and observance by every such underlessee of the provisions of the underlease and not at any time either expressly or by implication to knowingly waive any breach of the covenants or conditions on the part of any underlessee or assignee of any underlease nor (without the consent of the Landlord which consent is not to be unreasonably withheld or delayed) vary the terms or accept a surrender of any permitted underlease
- 5.8.5.5 Not to permit the assignment of any authorised underlease unless the consent of the Landlord has been given to the assignment under clause 5.8.5.3.2 hereof and such consent is not to be unreasonably withheld or delayed

NUISANCE ETC AND RESIDENTIAL RESTRICTIONS

- 5.9.1 Not to do (or permit or suffer to remain upon the Premises) anything which may be or become or cause a loss or legal nuisance or unreasonable subjective disturbance injury or damage to the Landlord or its tenants or the occupiers of adjacent or neighbouring premises PROVIDED that the proper use of the Premises for the Permitted User shall not constitute a breach of this obligation
- 5.9.2 Not to use the Premises for sale by auction or for any dangerous noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose
- 5.9.3 Not to sleep or allow any person to sleep on the Premises and not to use the Premises for residential purposes nor keep any animal fish reptile or bird on the Premises

- 5.9.4 Not to bring manufacture or store on the Premises any inflammable explosive radioactive dangerous noxious deleterious or offensive article substance chemical or liquid not to undertake on the Premises any operation involving any such article substance chemical or liquid
- 5.9.5 Not to use any Pipes or other conducting media beyond their capacity and in the event of any damage or obstruction to any such Pipes or conducting media to make good all such damage as soon as reasonably practicable and remove any obstruction

LANDLORD'S COSTS AND OTHER PAYMENTS

- 5.10.1 To pay to the Landlord on demand all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the foregoing those payable to Counsel Solicitors Surveyors and bailiffs) reasonably and properly incurred by or charged to the Landlord (whether before or after the end of the Term) in relation or incidental to:
- (a) every application made by the Tenant for a consent or licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any qualification or condition or whether the application be withdrawn or not proceeded with unless the same is unlawfully or reasonably withheld or delayed or is offered subject to some unlawful or unreasonable condition and the costs of any superior landlord or mortgagee where such consent is also required PROVIDED THAT all such costs fees charges disbursements and expenses are reasonable and proper
 - (b) the lawful and proper preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in relation to or in proper contemplation of lawful and proper proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
 - (c) the recovery or attempted recovery whether during or after the termination of the Term of arrears of rent or other sums due from the Tenant
 - (d) any lawful and proper steps taken in connection with the preparation and service of a Schedule of Dilapidations during or within three months after the expiration of the Term and if after the expiration of the Term only in respect of wants of repair occurring during the Terms

- (e) The valuations of the Premises for insurance purposes but not more frequently than twice during the contractual Term

PLANNING ACTS

- 5.11.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention
- 5.11.2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out by or on behalf of the Tenant or any sub-tenant of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made (and no Development shall be carried out) without the previous consent of the Landlord and strictly in accordance with such reasonable conditions as the Landlord may specify
- 5.11.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by or on behalf of the Tenant of any such operations or the commencement or continuance of any such user by the Tenant
- 5.11.4 Notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to the Premises or any change of use until:
 - (a) all necessary notices under the Planning Acts have been served and copies produced to the Landlord
 - (b) all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and
 - (c) the Landlord has acknowledged that every necessary planning permission is acceptable to it the Landlord being entitled to refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the opinion of the Surveyor acting reasonably be (or be likely to be) prejudicial to the Landlord's interest in the Premises or any Adjoining Property whether during or following the expiration of the Term

- 5.11.5 Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:
- (a) any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted for any Development begun by the Tenant or any sub-tenant before the expiration of the Term and
 - (b) any Development begun by the Tenant or any sub-tenant upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts
- 5.11.6 In any case where a planning permission is granted subject to conditions and if the Landlord reasonably so requires to provide security for the compliance with such conditions and not to implement the planning permission until security (if reasonably required) has been provided
- 5.11.7 If reasonably required by the Landlord and at the joint cost of the Landlord and the Tenant to appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Premises following an application by the Tenant and not to implement any planning permission which is granted subject to conditions unless the Landlord approves the conditions which approval cannot be reasonably withheld or delayed save that the Landlord is entitled to refuse approval for the reason stated in clause 5.11.4(c) of this Lease
- 5.11.8 Not to serve any purchase notice under the Planning Acts requiring the local or other competent authority to purchase the Tenant's interest in the Premises
- 5.11.9 If the Tenant shall receive any compensation because of any restriction placed on the Premises or the user of it under the Planning Acts then if and when the Tenant's interest hereunder shall be determined under the power of entry herein contained forthwith to make such provision as is just and equitable for the Landlord to receive its due benefit from such compensation

PLANS DOCUMENTS AND INFORMATION

- 5.12.1 If called upon so to do to produce to the Landlord or the Surveyor (in each case acting reasonably) 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

5.12.2 Promptly to provide the Landlord with complete copies of any notice given pursuant to Section 25 of the 1954 Act by the Tenant to any underlessee and of any notices received by the Tenant from any underlessee pursuant to Section 26 of the 1954 Act

INDEMNITIES

5.13.1 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities (of whatsoever nature) made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- (a) any and every act omission or negligence of the Tenant its undertenant or any persons at the Premises expressly or impliedly with the Tenant's authority
- (b) any and every breach or non observance by the Tenant of the covenants conditions or other provisions of this Lease
- (c) the state of repair or condition of the Premises or the use by the Tenant or any sub-tenant or any person authorised by them or either of them thereof
- (d) any contamination on or at the Premises occurring after the date hereof
- (e) any contamination at the Property resulting from any acts or omissions by the Tenant any underlessee or anyone at the Premises with the Tenant's express or implied consent
- (f) any and every breach of any Act statute statutory provision order directive or regulation by the Tenant its servants agents underlessees or others at the Premises with the Tenants express or implied consent

5.13.2 The Landlord shall take all reasonable steps to mitigate any such claims demands actions proceedings losses damages costs expenses and liabilities and shall as soon as practicable after receipt of the same notify the Tenant of any proceedings claims or demands which may be the subject of a claim for indemnity under this Lease together with details thereof. The Landlord shall keep the Tenant reasonably informed of all progress in connection therewith and so long as the Tenant is paying all proper legal fees and costs reasonably and properly incurred by the Landlord in connection with any such claims as and when billed the Landlord will handle such claims having proper regard with the Tenant's reasonable requirements and shall not settle or compromise any such claims without the approval in writing of the Tenant (such approval not to be unreasonably

withheld or delayed) subject always to the overriding right of the Tenant to handle settle or compromise any such claims as it may decide PROVIDED THAT the Landlord is thereby released from all liability arising under such claims

RE-LETTING BOARDS

5.14 To permit the Landlord at any time during the last six months of the Term (or sooner if the Rent or any part thereof shall be in arrears and unpaid for upwards of six calendar months) or at any reasonable time or times in the case of a proposed sale of the reversion on this Lease having given reasonable prior written notice to the Tenant or other lawful occupier to enter upon the Premises on reasonable prior written notice to the Tenant and affix and retain upon any part of the Premises a notice for re-letting or selling the same (as the case may be) and during such period to permit persons with written authority of the Landlord or its agent at reasonable times of the day to view the Premises Provided that such boards shall not materially affect the Tenants use of enjoyment of the Premises

RIGHTS OF LIGHT AND ENCROACHMENTS

5.15.1 Not to stop-up darken or obstruct any windows or light belonging to the Building

5.15.2 Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Premises and if any such window light opening path passage drain or other encroachment or easement shall be made or acquired or attempted to be made or acquired to give notice to the Landlord as soon as reasonably practicable after becoming aware of the same and at the request and cost of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement PROVIDED THAT the Tenant shall not be obliged to take any steps likely materially to interfere with its proper beneficial use and occupation of the Premises as authorised by this Lease

YIELD UP

5.16.1 At the expiration of the Term to yield up the Premises in the state of repair and condition required by and in accordance with the terms of this Lease to give up all keys of the Premises to the Landlord and to remove all lettering and signs erected by the Tenant in upon or near the Premises and as soon as reasonably practicably to make good any damage caused by such removal

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INTEREST ON ARREARS

- 5.17.1 If the Tenant shall fail to pay the rents or any other sum due under this Lease on the due date for payment whether demanded or not or if the Landlord has and acting reasonably with good reason refused to accept the rent or any other sums the Tenant shall pay the Landlord Interest on the rents or other sum (and on the value added tax if chargeable) from the date when it was due to the date on which it is paid (both dates inclusive) and such Interest shall be deemed to be rent due to the Landlord
- 5.17.2 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 it falls due or in any way prejudice affect or derogate from the rights of the Landlord in relation to the said non-payment including (but without prejudice to the generality of the foregoing) under the proviso for re-entry contained in this Lease

REGISTRATION OF DOCUMENTS RENT REVIEWS NOTICES AND KEYS

- 5.18.1 Within twenty-one days of any assignment charge underlease or sub underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's Solicitor the said deed or document (or a certified copy thereof) and to pay the Landlord's Solicitor's reasonable and proper charges for the registration of every such document being £75 plus VAT
- 5.18.2 To give full particulars to the Landlord of any notice direction order or proposal for the same made given or issued to the Tenant by any local or public authority within seven days of receipt (or sooner if requisite) and if so reasonably required by the Landlord to produce it to the Landlord and without delay at its own cost to take all necessary steps to comply with the notice direction or order and at the request of the Landlord and at the cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any proposal for a notice direction or order as the Landlord shall deem expedient subject to the proviso in clause 5.15.2 of this Lease
- 5.18.3 To ensure that at all times the Landlord has written notice of the name home address and home telephone number of at least two key-holders of the Premises

SALE OF REVERSION ETC

5.19 To permit after having been given reasonable prior written notice at any reasonable time during the Term prospective purchasers of or dealers in or agents instructed in connection with the sale of the Landlord's reversion or of any interest superior to the Term to view the Premises without interruption providing the same are authorised in writing by the Landlord or its agents

DEFECTIVE PREMISES

5.20 As soon as reasonably practicable after becoming aware of the same give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all reasonable notices which the Landlord may from time to time reasonably require to be displayed at the Premises and to indemnify and keep indemnified the Landlord from and against all losses costs expenses claims damages liabilities and proceedings arising by reason of the Tenant's breach

NEW GUARANTOR

5.21 As soon as reasonably practicable after becoming aware of the death during the Term of any Guarantor or of such person becoming bankrupt or having a petition for bankruptcy entered against him or having a Receiving Order made against him or having a Receiver appointed under the Mental Health Act 1983 or being a Company passing a Resolution to wind up or entering into liquidation or having a receiver or Administrative Receiver appointed or in any case becomes insolvent or unable to pay his debts to give notice of this to the Landlord and if so required by the Landlord at the expense of the Tenant within twenty one days to procure some other person or corporate body acceptable to the Landlord to execute a guarantee in respect of the Tenant's then outstanding and future obligations contained in this Lease in the form set out in clause 8 and upon the execution of such an alternative guarantee the original guarantor and/or their estate shall be unconditionally released from all liability

LANDLORD'S RIGHTS

- 5.22 To permit the Landlord at all times during the Term to exercise without obstruction interruption or interference any of the rights granted or reserved to it by virtue of the provisions of this Lease PROVIDED THAT in exercising the rights reserved to the Landlord by this Lease which involve entry onto the Premises the Landlord must (without prejudice to its rights under clause 5.7)
- (a) cause and ensure that those exercising such rights on its behalf cause as little damage as is possible to the Premises and as little disturbance and inconvenience as possible to the Tenant and occupier of the Premises
 - (b) make good (at its own sole cost and expense) any material damage to the Premises caused in the exercise of such right to the reasonable satisfaction of the Tenant

OPERATIONAL COVENANTS

- 5.23 To observe and perform the Operational Covenants throughout the Term

ENCUMBRANCES

- 5.24 To observe and perform throughout the Term all restrictions covenants stipulations and provisions contained or referred to at the date hereof in the Land Registry title number ^{encl} ~~WK24505~~ so far as they relate to the Premises and are still subsisting and capable of taking effect and (so far as aforesaid) to keep the Landlord indemnified from and against all consequences of their breach non-observance and non-performance by the Tenant and any under-lessee

MAINTENANCE CONTRIBUTIONS

- 5.25 To pay to the Landlord from time to time within 14 days of a written demand 60% of all costs and expenses (including professional fees) reasonably and properly incurred by the Landlord in carrying out its obligations set out in clause 6.2 and in relation to the following:
- (a) complying with all legislation (including fire regulations) and any statutory requirement notice order or direction in respect of the Building which is not the responsibility of the Tenant hereunder including conducting any survey or audit to establish compliance
 - (b) comply with the requirements and recommendations of the Insurers with which the Building is from time to time insured so far as not recoverable from any Tenant of the Premises

- (c) having the Building valued from time to time for all purposes connected with the insurances thereof but not more frequently than once in any period of two years
- (d) abating any legal nuisance affecting the Premises except to the extent that abating is the liability of the Tenant
- (e) taking all steps reasonably deemed desirable or expedient by the Landlord in the interests of the Tenant and any other occupiers of the Building as a whole for complying with making representations against or otherwise contesting or dealing with the incidence of the provisions of any legislation concerning town planning public health highways drainage or other matters relating to or alleged to relate to the Building

6 LANDLORD'S COVENANTS

- 6.1 To permit the Tenant to peaceably and quietly hold and enjoy the Premises without any lawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount
- 6.2 Subject to payment by the Tenant of the monies provided to be paid under clause 5.25 the Landlord will at all times repair and keep in good repair and condition and in good decorative order and condition the roof foundations exterior load bearing walls and columns and other structural components including horizontal structural slabs or other members of the Building which are not the responsibility of the Tenant under this Lease or any other tenant of the Building

7 INSURANCE

- 7.1 The Tenant warrants that prior to the execution of this Lease it has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal of which it is aware relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the risks appearing in this clause
- 7.2 Subject to the Tenant paying the Insurance Rent the Landlord will insure the Building
 - (a) unless such insurance shall be vitiated by any act of the Tenant or by anyone at or near the Premises expressly or by implication with the Tenant's authority

(b) subject to such excesses exclusions or limitations as the Landlord's insurers may require

(c) to the extent that such insurance may adequately be arranged for properties such as the Building with an insurer of repute

in such insurance office of repute or with such underwriters and through such reputable agency as the Landlord may from time to time reasonably decide in such sum as the Landlord shall from time to time be properly advised by the Surveyor as being the full cost of rebuilding or reinstatement including architects' surveyors' and other professional fees the cost of debris removal demolition shoring site clearance and preparation any works that may be required by statute all costs of obtaining planning permissions and other required consents and approvals and incidental expenses

7.3 Such insurance shall be against:

(a) loss or damage by the Insured Risks other than an Uninsured Risk and subject to such excesses exclusions or limitations as the insurers may require

(b) liability of the Landlord to the public arising out of or in connection with any matter involving or relating to the Building and

(c) the loss of Rent payable under this Lease from time to time (having regard to any review of rent which may become due under this Lease) for three years

7.4 The Tenant shall pay the Insurance Rent on the date hereof for the period from and including the Rent Commencement Date to the day before the next policy renewal date and thereafter the Tenant shall pay the Insurance Rent within fourteen days of written demand and in the event of any claims shall also pay to the Landlord with fourteen days of a demand the excess of any insurances Provided that the Tenant shall not be obliged hereunder to pay the Insurance Rent more than two months in advance of the policy renewal date

7.5 If and whenever during the Term:

(a) the Premises or any part of them or any essential services to them falling within the Premises or the Building are destroyed or damaged by an Insured Risk or an Uninsured Risk so that the Premises are unfit for occupation or use and

- (b) the insurance of the Premises or the Building has not been vitiated nor payment of the insurance money is not refused in whole or in part by reason of any act neglect default or omission of the Tenant its under-tenants or anyone at the Premises expressly or by implication with the Tenant's authority (unless the insurers still pay to the Landlord in full any sums insured for loss of the Rent hereby reserved notwithstanding any such refusal of payment of any other insurance moneys)

the Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained shall be suspended and cease to be payable until the Premises or the damaged part essential services shall have been reinstated so that the Premises or the damaged part are made fit for occupation or use or until the expiration of three years from the destruction or damage whichever is the shorter and any dispute as the amount or duration of such cessor of rents shall be referred to arbitration under the Arbitration Act 1996 the arbitrator to be appointed (failing an agreement between the parties) by the president of the Royal Institution of Chartered Surveyors upon the application of either the Landlord or the Tenant

7.6.1 If and whenever during the Term:

- (a) the Premises or the Building are damaged or destroyed by an Insured Risk (except one against which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises or the Building) and
- (b) the payment of the insurance monies is not refused in whole or in part by reason of any act or default of the Tenant any under-tenant or anyone at or near the Premises expressly or by implication with the Tenant's authority

the Landlord will (subject to clause 7.6.2 7.6.3 and 7.7 and to payment by the Tenant to the Landlord of any relevant excess or excesses under clause 7.4) with all convenient speed take such steps as may be requisite and proper to obtain any planning permissions or other permits and consents that may be required under the Planning Acts or other statutes for the time being in force to enable the Landlord to rebuild and reinstate the Premises and subject thereto spend and layout all monies received in respect of such insurance (except sums in respect of loss of rent the obtaining of consents professional fees the cost of debris removal demolition site clearance and shoring up) in rebuilding or reinstating the Premises so destroyed or damaged making up any shortfall out of its own monies

- 7.6.2 For the purpose of this clause 7.6 the expression "Supervening Event" means
- 7.6.2.1 the Landlord despite using all reasonable endeavours has been unable to obtain any planning consents or other consents permissions permits or approvals that may be required (whether under the Planning Acts or otherwise) to enable the Landlord to rebuild or reinstate the Premises or the Building ("the Permissions")
 - 7.6.2.2 any of the Permissions have been granted subject to a lawful condition with which it would be impossible or uneconomic for or in all the circumstances it would be unreasonable to expect the Landlord to comply
 - 7.6.2.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would render the same impossible or would mean the same could only be undertaken at a cost that would be unreasonable in the circumstances
 - 7.6.2.4 the Landlord is unable to obtain adequate access to the site for rebuilding or reinstatement
 - 7.6.2.5 the rebuilding or reinstating is prevented by war act of god Government action strikes lockouts shortage of materials; or
 - 7.6.2.6 any other circumstances beyond the reasonable control of the Landlord
- 7.6.3 The Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 7.7 If during the Term the Premises or the Building shall be so destroyed or damaged as to be completely unfit for occupation and use the Landlord may by not less than one month's written notice given to expire at any time determine this Lease ("the Determination Notice") and upon the expiry of the Determination Notice this Lease shall determine without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any breach of any of the covenants and conditions contained in this Lease
- 7.8 If the Premises are still not fit for the Tenant's occupation and use or the said essential services to the Premises have not been reinstated at the end of a period of 3 years starting on the date of damage or destruction either party may by notice served on the other at any time within 6 months of the end of that period ("a Notice to Terminate Following Failure to Reinstale") implement the provisions of clause 7.9

- 7.9 On service of Notice to Terminate Following Failure to Reinstate the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to either party against the other and all money received in respect of the insurance effected by the Landlord pursuant to this Lease is to belong to the Landlord absolutely
- 7.10 If during the Term the Premises or the Building or a substantial part of them respectively shall be damaged or destroyed by an Uninsured Risk the Landlord may at any time within one year of the date of such damage or destruction, either
- (a) serve a notice on the Tenant advising the Tenant that it does not intend to reinstate the Premises and giving to the Tenant one month's notice of determination of this Lease and upon the expiry of such notice the provisions of clause 7.7 shall apply as if such notice were a Determination Notice, or
 - (b) serve a notice on the Tenant confirming that it will reinstate the Premises so that the Premises shall be made fit for occupation and use or made accessible and if the Landlord fails to serve such a notice the Lease shall automatically end on the date one year after the date of such damage or destruction
- 7.11 The Tenant covenants with the Landlord:
- (a) to comply at the Tenant's expense with all the requirements and recommendations of the insurers of which the Tenant has written notice
 - (b) not knowingly or carelessly to do or omit anything that could cause any policy of insurance on the Premises to become void or voidable wholly or in part nor anything whereby additional insurance premiums may become payable;
 - (c) to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require or as the Landlord may reasonably require and to maintain the same to their satisfaction;
 - (d) 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 and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises notified in writing to the Tenant
 - (e) not to obstruct the access to any fire equipment or the means of escape from the Premises;

- (f) as soon as reasonably practicable to give notice to the Landlord after becoming aware of the happening of any event which might affect any insurance policy relating to the Premises the Building or the Adjoining Premises;
- (g) if and whenever during the Term the Premises the Building or the Adjoining Property or any part thereof are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance is wholly or partly irrecoverable by reason of any act neglect or default of the Tenant any underlessee or anyone at the Premises expressly or by implication with the authority of the Tenant or underlessee wholly or partially irrecoverable forthwith in every such case to pay to the Landlord on demand (in addition to the Rent) the amount of such insurance money so irrecoverable together with Interest thereon and;
- (h) forthwith to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the above mentioned risks; and
- (i) if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is maintained otherwise than under an obligation herein contained) to apply all monies received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received

7.12 The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 7.12 in relation to the insurance policy it has effected pursuant to its obligations contained in this Lease

7.12.1 The Landlord must produce to the Tenant as soon as practicable following written request a copy of the policy and the last premium renewal receipt but not more than once in relation to any item in any one year

7.12.2 The Landlord must use all reasonable endeavours to procure that the interest of the Tenant is noted or endorsed on the policy either specifically or by a general noting of interest of tenants under the conditions of the policy

7.12.3 The Landlord must notify the Tenant of any material change in the risks covered by the policy from time to time and the exclusions and excesses applicable to the policy from time to time

7.12.4 The Landlord must use all reasonable endeavours to procure that where the Tenant has paid the Insurance Rent the insurers waive their rights of subrogation against the Tenant save in respect of damage arising out of a criminal or malicious act of the Tenant any sub-tenant or invitee and that the policy contains a non-invalidation provision in respect of any act or default of the Tenant any sub-tenant or invitee but subject to any exclusions limitations and conditions that may be imposed by the insurers

8 GUARANTOR

The Guarantor (where one is or becomes a party to or guarantees the performance of the Tenant's obligations under this lease) hereby covenants with the Landlord:

8.1 If at any time during the Term the Tenant shall make any default in payment of the rents or in observing or performing any of the covenants conditions or other terms of this Lease the Guarantor will (as a primary debtor) pay on demand the rents and observe or perform the covenants conditions or terms in respect of which the Tenant shall be in default notwithstanding:

- (a) any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of rent or the observance or performance of the Tenant's covenants or any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises;
- (b) that the terms of this lease may have been varied by agreement between the parties (provided that no such variation is to bind the Guarantor to the extent that it is prejudicial to him unless the Guarantor has consented in writing to such variation)
- (c) that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor hereunder shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925; and

- (d) any other act or thing whereby but for this provision the Guarantor would have been released
 - (e) any consent or licence granted under this Lease
- 8.2 If at any time during the Term the Tenant (being an individual) (or if there is more than one any of them) shall become bankrupt or (being a company) shall enter into liquidation and the trustee-in-bankruptcy or liquidator shall disclaim this Lease or the Tenant is dissolved or struck off the Register of Companies or this Lease shall be forfeited or otherwise prematurely determined (other than by surrender by Deed) the Guarantor will if the Landlord shall by notice within sixty (60) days after such disclaimer or other such event or circumstances so require take from the Landlord a lease of the Premises for the residue of the Term which would have remained had there been no disclaimer at the Rent then being paid hereunder and subject to the same covenants and conditions as in the Lease with the exception of this clause such new lease to take effect from the date of the said disclaimer and in such case the Guarantor shall pay the reasonable and proper costs of such new lease (including the Landlord's legal and surveyor's costs and the costs of obtaining any consents) and execute and deliver to the Landlord a counterpart thereof.
- 8.3 If upon the happening of any disclaimer or other event or circumstances as mentioned in Clause 8.2 the Landlord for any reason does not require the Guarantor to accept a new Lease pursuant to Clause 8.2 to pay to the Landlord on demand an amount equal to the Rent and other monies payable under this Lease for the period commencing on the date of the disclaimer or other event or circumstances and ending on the date six months after such date or (if earlier) the date upon which the whole of the Premises are re-let
- 8.4 All monies due from the Guarantor to the Landlord under this Lease shall be paid within 14 days of a written demand and without any deduction whatsoever
- 8.5 The Guarantor's obligations set out above:
- 8.5.1 shall benefit the person in whom the reversion immediately expectant on the Term is from time to time vested without the need for any express assignment and
 - 8.5.2 shall apply both before and after any disclaimer or other event or circumstances referred to in Clause 8.2

9 **PROVISOS**

RE-ENTRY

9.1 If at any time during the Term:

- (a) the rents (or any of them or any part thereof) shall be in arrears and unpaid for 21 days after becoming payable (whether formally demanded or not); or
- (b) there shall be any material breach non-performance or non-observance by the Tenant or the Guarantor of any of the covenants and conditions contained in this Lease; or
- (c) the Tenant or the Guarantor (being an individual) (or if more than one any of them) becomes bankrupt becomes unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986 or has a receiver appointed under the Mental Health Act 1983 or is the subject of an interim order under S 252 of the Insolvency Act 1986 or (being a company) enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or has a receiver or Administrative Receiver or Administrator appointed of its undertaking or any part of it or is struck off the Register of Companies or effects a return or reduction of capital or a provisional liquidator is appointed or (in either case) enters into an arrangement assignment or composition or scheme of arrangement for the benefit of its creditors or suffers any distress or execution to be levied on its goods at the Premises or (in the case of a Company) passes a resolution for its winding up or shall have a petition for winding up presented against it or has an administration order made in respect of it or if any of the aforementioned events occur in respect of any Guarantor or (if more than one) any of them the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party in respect of any antecedent breach (including the breach in relation to which re-entry is made) of any of the covenants and conditions contained in this Lease

COVENANTS RELATING TO ADJOINING LAND

9.2 Nothing contained in or implied by this Lease shall give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of any property not comprised in this Lease

DISPUTES WITH ADJOINING OCCUPIERS

9.3 If any dispute arises between the Tenant and the lessees tenants or occupiers of the Building or of the Adjoining Property or Buildings or any other adjoining property as to any easement right or privilege in connection with the use of the Premises the Building or the Adjoining Property or Buildings or any other adjoining property or as to the party or other walls separating the Premises from the Building or Adjoining Property or Buildings or any other adjoining property or as to the amount of any contribution towards the expenses or services used in common with any other property it shall be fairly decided by the Surveyor acting reasonably and as an expert and not as an arbitrator.

EFFECT OF WAIVER

9.4 Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived temporarily or released temporarily any such covenant or waived or released temporarily or permanently revocably or irrevocably a similar covenant or similar covenants affecting other adjoining or neighbouring premises belonging to the Landlord

RIGHTS EASEMENTS ETC

9.5 The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant shall not by virtue of this Lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled by any means whatsoever to any easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord and not comprised in this Lease

EXCLUSION OF USE WARRANTY

9.6 Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

LAN681-12

ACCIDENTS

9.7 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 (including death) suffered or for any damage or loss of any kind whatsoever sustained in the Premises or the Building save only and to the extent only that liability cannot lawfully be excluded except where such injury damage or loss is caused as a result of negligence on the part of the Landlord or anyone acting on behalf of the Landlord or as a result of breach of any of the Landlord covenants

ENTIRE UNDERSTANDING

9.8 This Lease embodies the entire understanding of the parties relating to the Premises or to any of the matters dealt with by any of the provisions of this Lease

LICENCES ETC UNDER HAND

9.9 Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required or permitted to be given by the Landlord shall unless the consent is given by a deed be sufficiently given if given under the hand of a Director the Secretary or other duly authorised officer of the Landlord (or the Surveyor on behalf of the Landlord)

TENANT'S PROPERTY

9.10 If after the Tenant has vacated the Premises on the expiry or determination of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after being requested in writing by the Landlord so to do or if after using its best endeavours the Landlord is unable to make such a request to the Tenant within 21 days from the first attempt so made by the Landlord:

- (a) the Landlord may as the agent of the Tenant sell such property provided that the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

- (b) if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain the said proceeds of sale absolutely unless the Tenant shall claim the same within (three) months of the date upon which the Tenant vacated the Premises; and
- (c) the Tenant shall indemnify the Landlord against any damage occasioned to the Premises or the Building or any adjacent or neighbouring premises of the Landlord 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

SERVICE OF NOTICES

9.11 The provisions of Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that Section 196 shall be deemed to be amended as follows:

- (a) the final words of Section 196(4):"..... and that service be delivered" shall be deleted and there shall be substituted "..... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank holiday";

RENT DAYS

9.12 The Landlord shall be entitled by giving not less than three month's notice in writing to vary the dates upon which payment of the Rent is due Provided that the number of rent payment days in any one calendar year shall not be increased

VALUE ADDED TAX

9.13 If the Landlord has an option whether or not to charge Value Added Tax on the Rent or on other monies due to the Landlord under this Lease the Tenant hereby irrevocably consents to the Landlord freely exercising that option as it thinks fit (to the extent that the law from time to time allows this)

TENANT'S BREAK CLAUSE

9.14 If the Tenant shall wish to determine this Lease at the expiration of the third year of the Term and shall give to the Landlord not more than twelve but not less than six months previous notice in writing to that effect (time to be of the essence) and shall up to the date of determination pay the rents and observe and perform ^{EMW} substantially the ^{material} covenants and conditions on the part of the Tenant herein to be observed and performed then on the expiry of the third year of the Term the Term shall cease and determine but without prejudice to any rights and remedies that may have then accrued to either party under the terms of this Lease and the Tenant shall procure the removal of any notice relating to this Lease registered against the Landlord's title to the Building at the Land Registry and the closure of any registered title of the Tenant applicable to this Lease in all respects at the Tenant's own cost

EXCLUSION OF SECTION 24-28 of LANDLORD AND TENANT ACT 1954

9.15 In accordance with the provisions of Section 38A(1) of the Landlord and Tenant Act 1954, the parties have agreed that the provisions of Sections 24 to 28 of that Act (inclusive) shall be excluded in relation to the tenancy created by this Lease. The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ('the Order'). The requirements specified in Schedule 2 to the Order have been met in that the Tenants has made a statutory declaration in the form, or substantially in the form, set out in paragraph 8 of Schedule 2 to the Order

NO AGREEMENT FOR LEASE

9.16 The parties hereby certify that there is no Agreement for Lease to which this Lease gives effect

FIRST SCHEDULE

Rights Granted

1. The free and uninterrupted passage and running of water, soil, gas, electricity, telephone and other services or supplies from and to the Premises in and through the Pipes (if any) which now or may hereafter during the Term be in, upon, through, under or over the Adjoining Property and which serve the Premises
2. All rights of shelter, support, light, air and all other easements and rights now enjoyed by the Premises in respect of the Adjoining Property
3. The right to affix not more than one reasonable sign or nameplate to the shop front and fascia to the exterior of the Building displaying the occupier's business name and such information as may be required by law Provided That such sign shall be of such size type and specification as the Landlord shall in writing approve (such approval not to be unreasonably withheld or delayed)
4. The right on not less than seven days prior written notice to the Landlord (save in cases of emergency) to enter onto such part of the interior of the Building as is not hereby demised for the purpose of maintaining repairing and renewing any Pipes and water tanks and other equipment therein which serve or supply the Premises

SECOND SCHEDULE

Rights Reserved

All rights reserved in this Schedule are subject to the proviso in clause 5.2.2²² of this Lease
Pipes

1. The free and uninterrupted passage and running of water soil gas electricity telephone and other services or supplies from and to any Adjoining Property in and through the Pipes which now or may hereafter during the Term be in upon through under or over the Premises

Construct Easements

2. The right to construct and to maintain in upon through under or over any unbuilt part of the Premises at any time during the Term any easements or services for the benefit of any Adjoining Property

Access

- 3.1 The right at any time during the Term (at reasonable times and upon reasonable notice except in cases of emergency) to enter (or in cases of emergency to break and enter) the Premises with or without necessary workmen tools materials and equipment to:
- (a) inspect cleanse connect lay repair remove relay replace with others alter or execute any works whatever to or in connection with the Pipes easements or services referred to in paragraphs 1 and 2 of this Schedule where such inspection or work would not otherwise be reasonably practicable;
 - (b) carry out work or do anything whatsoever comprised within the Landlord's obligations in this Lease whether or not the Tenant is liable to make a contribution where such work or other action would not otherwise be reasonably practicable
 - (c) take schedules or inventories of fixtures and other items to be yielded-up on the expiry of the Term; and
 - (d) inspect such part of the interior of the Building as is not hereby demised and to carry out works of maintenance and repair to the same subject to the Landlord giving reasonable prior written notice (save in cases of emergency) and making good any damage so caused to the Premises
 - (e) exercise any of the rights granted to the Landlord by this Lease
- 3.2 The right with the Surveyor or any other surveyor acting for Landlord at any reasonable time on reasonable prior notice to enter and to inspect (and measure) the Premises for all purposes connected with any pending or intended step under the 1954 Act

Light

4. Full right and liberty at any time hereafter to alter raise the height of or rebuild or replace or erect any new buildings of any height on any Adjoining Property in such manner as it shall think fit provided that the same do not materially obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises as now existing

Support

- 5 All rights of support shelter light and air and all other easements and rights now used or enjoyed by the Building the Adjoining Property or Buildings

Scaffolding

- 6 The right to erect temporary scaffolding around and to tie the same to the Premises for the purpose of inspecting maintaining repairing decorating or cleaning the exterior of the Premises or the Adjoining Property provided that such scaffolding does not materially interfere with the access to or enjoyment of the Premises

THIRD SCHEDULE The Operational Covenants

- 1 Repair etc. and Decoration
 - 1.1 To keep any part of the Premises which may not be built upon adequately surfaced in good condition and free from weeds and all landscaped areas properly cultivated
 - 1.2 To clean both sides of all windows and window frames in the Premises at least once in every month
 - 1.3 In every Exterior Decorating Year to redecorate the exterior of the Premises and in the Exterior Decorating Year to redecorate the exterior of the Premises (including the shop front and fascia) as has hereto before been decorated in both cases in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor the tints colours and patterns of such decoration to be approved by the Landlord (such approval not to be unreasonably withheld or delayed)

User

- 2 Not without the previous consent in writing of the Landlord (which consent cannot be unreasonably withheld or delayed) to use the Premises for any purposes other than the Permitted User provided that where the Landlord gives written consent for a change of use under this paragraph such change of use shall thereafter be deemed to be the Permitted User and paragraph 2.1 shall be read and construed accordingly

Masts and Signs

- 3.1 Not to erect any pole mast or wire (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises or the Building without the Landlords consent which cannot be unreasonably withheld or delayed where such equipment is reasonably required in connection with the Tenants proper use of the Premises for the Permitted Use
- 3.2 Not to affix to or exhibit on the outside of the Building or to or through any window of the Building nor display anywhere on the Premises any placard sign notice fascia board or advertisement except the approved sign referred to in paragraph 3.3 of this Schedule
- 3.3 At all times to display and maintain a suitable sign showing the Tenant's business name comprised within the signage authorised by paragraph 3 of the First Schedule

Keep Tidy

- 4.1 Not to cause any land roads or pavements serving the Building to become untidy or in a dirty condition but at all times to keep the same respectively free from deposits or materials and refuse of the Tenant and any sub-tenant and its and their invitees
- 4.2 Not to bring or keep or suffer to be brought or kept stored stacked or laid out upon any land within the Premises any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the amenity of the Premises and the Adjoining Property other than suitable receptacles for waste rubbish or refuse on the day allocated for the collection of the same
- 4.3 Not to deposit or permit to be deposited any waste rubbish or refuse on any part of the land within the Premises other than in suitable receptacles for that purpose which must at all times be kept tidy and not allowed to overflow and which must be kept in the area or areas reasonably dedicated by the Landlord for that purpose

Smoke Abatement

5. To comply with the provisions of the Clean Air Acts 1956 to 1968 and with the requirements of any notice of the local authority served under them

Pollution

6.1 Not to permit to be discharged into the Pipes:

6.1.1 any oil or grease or any deleterious objectionable dangerous poisonous combustible or explosive matter or substance and to take all reasonable measures to ensure that effluent discharged into the Pipes will not be corrosive or otherwise harmful to the Pipes or cause obstruction or deposit in them or

6.1.2 any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river and not to do anything that causes the waters of any stream or river to be polluted or the composition of them to be so changed as to render the Landlord liable to any action or proceedings by any person

6.2 Not bring or cause or suffer or permit to be upon the Premises any Hazardous Substances

Roof and Floor Weighting

7.1 Not without the consent in writing of the Landlord to:

(a) suspend any weight from the portal frames stanchions or roof purlins of the Building or use the same for the storage of goods or place any weight on them or

(b) have on the Premises any safes machinery goods or other articles which may strain or damage the Premises

7.2 On any application by the Tenant for the Landlord's consent under paragraph 7.1 the Landlord (acting reasonably) shall be entitled to consult and obtain the advice of any engineer or other person in relation to the roof or floor loading proposed by the Tenant and the Tenant shall repay to the Landlord on demand the reasonable and proper fees of such engineer or other person

Machinery

8 To keep all plant apparatus and machinery (including any boilers) upon the Premises properly maintained and in good working order and so as to avoid damage to the Premises and for that purpose to employ reputable contractors and to ensure by directions to the Tenant's staff and otherwise that such plant apparatus and machinery is properly operated so as to avoid damage to the Premises by vibration or otherwise

Unloading and Parking

- 9 Not to permit any vehicles equipment plant or other matter or thing belonging to the Tenant or its undertenants or any persons calling on the Premises expressly or by implication with the authority of the Tenant and under the Tenant's control or its undertenants to stand be parked stored or allowed to remain on any private access roads and paths leading to and adjacent to the Premises or to cause obstruction thereto and to use reasonable endeavours to ensure that such persons shall not permit any vehicle equipment plant or other matter or thing to stand etc on any such road or pavement or otherwise to obstruct the same

FOURTH SCHEDULE

All matters contained or referred to in the Title Register to Title No. **WK245005 CMU**.

FIFTH SCHEDULE
Authorised Guarantee Agreement

THIS DEED dated

2010

BETWEEN:

(1)

("the Guarantor")

(2)

("the Landlord")

1 Definitions and Interpretation

1.1 In this deed:

"Demised Premises" and "Term" have the same meanings as in the Lease
"the Lease" means [this lease] [a Lease dated [] made between
the Landlord (1) the guarantor (2) for a term of [] years from []
] and relating to [] and includes where relevant any deed of
variation licence consent or other document supplemental to or associated
with the Lease by which the Tenant is bound whether presently existing or
not

"Relevant Variation" means a relevant variation as defined in section 18 (4)
of the Landlord and Tenant (Covenants) Act 1995

"Secured Obligations" means the obligation to pay all sums from time to
time due or expressed to be due to the Landlord from the Tenant under the
Lease and to perform all other obligations which from time to time are or
are expressed to be obligations of the Tenant under the Lease

"The Tenant" means [name the proposed assignee] of []

"Liability Period" means the period during which the Tenant is bound by the
tenant covenants of the Lease

1.2 In this deed unless the context otherwise requires:-

- (a) references to the singular include the plural and vice versa any
reference to a person includes a reference to a body corporate and
words importing any gender include every gender
- (b) references to numbered clauses are references to the relevant clause
in this deed

- (c) the expressions "authorised guarantee agreement" and "tenant covenants" have the same meaning in this deed as in the Landlord and Tenant (Covenants) Act 1996 Section 28 (1)
- 1.3 The clause headings do not form part of this deed and are not to be taken into account when construing it
- 1.4 This instrument:
 - (a) is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated
 - (b) was delivered when it was dated

2 **Guarantee**

- 2.1 This guarantee is given consequent upon the proposed assignment of the Lease to the Tenant and pursuant to a provision in the Lease requiring it to be given and is an authorised guarantee agreement
- 2.2 The Guarantor unconditionally and irrevocably covenants with and guarantees to the Landlord and without the need for any express assignment with all the successors in title of the Landlord:-
 - 2.2.1 that the Tenant will throughout the Liability Period pay and discharge the Secured Obligations when they fall due or are expressed to fall due under the Lease for payment and discharge
 - 2.2.2 unless the proposed variation is prejudicial to the Guarantor that the Guarantor shall upon being requested to do so by the Landlord enter into any deed of variation licence consent or other document to which in each case the Tenant is a party and which is in each case supplemental to the Lease for the purpose of acknowledging that the Guarantor's liabilities under this deed extend to it but to the extent that the document effects a Relevant Variation clause 5.3 shall apply
 - 2.2.3 that the guarantee and covenant in clause 2.2 shall impose on the Guarantor the same liability as if the Guarantor were the principal debtor in respect of the Tenant's obligations under the Lease and that liability shall continue notwithstanding (and will not be discharged in whole or in part or otherwise affected by):

- (a) any neglect or forbearance by the Landlord to enforce against the Tenant the tenant covenants of the Lease
- (b) the giving of time or other concessions or the taking or holding of or varying realising releasing or not enforcing any other security for the liabilities of the Tenant
- (c) any legal limitation or incapacity relating to the Tenant
- (d) the invalidity or unenforceability of any of the obligations of the Tenant
- (e) the Tenant ceasing to exist
- (f) the giving and subsequent withdrawal of any notice to determine the Lease
- (g) any increase or reduction in the extent of the Demised Premises or in the rent payable under the Lease or any other variation to the Lease unless the variation is prejudicial to the Guarantor
- (h) the disclaimer of the Lease
- (i) a surrender of part of the Demised Premises in which event the liability of the Guarantor under the Lease is to continue in respect of the part of the Demised Premises not surrendered after making any apportionments under the Law of Property Act 1925 Section 140
- (j) any other act or omission of the Landlord or any other circumstances which but for this clause 2.4 would discharge the Guarantor

and for the purposes of this clause 2 the Tenant shall be deemed liable to continue to pay and discharge the Secured Obligations notwithstanding any of the above matters and any money expressed to be payable by the Tenant which may not be recoverable for any such reason shall be recoverable by the Landlord from the Guarantor as principal debtor

3

New Lease

- 3.1 The Guarantor shall if required by the Landlord in writing within the period beginning on the day of the disclaimer of the Lease by a liquidator or trustee in bankruptcy of the Tenant and expiring two months after the Landlord has been notified in writing by the Guarantor the Tenant or that liquidator or trustee of that disclaimer accept a lease of the Demised Premises for the residue of the contractual term unexpired at and with effect from the date of the disclaimer at the same yearly rent as then reserved and thereafter be reserved by the Lease and subject to the same covenants and provisos and the Tenant on execution of the new lease will pay rent for the period from the date of the disclaimer to the quarter day following the date of the lease and the reasonable and proper costs of and incidental to the new lease and will execute and deliver to the Landlord a counterpart
- 3.2 If the Landlord (acting reasonably) requires more than one guarantor to take a new lease those guarantors shall take that new lease as joint tenants
- 3.3 The Guarantor will indemnify and keep indemnified the Landlord on a full indemnity basis against all reasonable solicitors costs and disbursements and all reasonable surveyors fees properly incurred by the Landlord in connection with the grant of such lease and (if applicable) the application for and the obtaining of an order of the Court excluding Sections 24 to 28 both inclusive of Part II of the Landlord and Tenant Act 1954

4

Security taken by Guarantor

The Guarantor agrees with the Landlord as follows:-

- 4.1 Until the Secured Obligations have been paid and discharged in full the Guarantor shall not without the Landlord's prior written consent exercise any rights:
- (a) of subrogation or indemnity in respect of the Secured Obligations
 - (b) to take the benefit of share in or enforce any security or other guarantee or indemnity for the Secured Obligations
 - (c) to prove in the bankruptcy or liquidation of the Tenant in competition with the Landlord

IN WITNESS whereof the Guarantor has executed this deed the day and year first before written

EXECUTED as a Deed by)
acting by:)
Director or Director/Secretary

IN WITNESS of which the parties have executed this deed the day and year first before written

Executed as a deed by
LANSLOWNE INVESTMENTS LIMITED
acting by two Directors or by
a Director and the Secretary
thereof

Director

Director/Secretary

Executed as a deed by
**WARWICKSHIRE and NORTHAMPTONSHIRE
AIR AMBULANCE**
acting by two Directors or by
a Director and the Secretary
thereof



Director **CLAIRE MARSHALL**

Director/Secretary **CATHERINE BURCHNALL**



LANDLORD AND TENANT ACT 1954

Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

(1) Insert full
name of
declarant.

(1) Lucy Bradban

(2) Insert
address.

Of (2) EMW
Seebeck House
1 Seebeck Place
Knowlhill
Milton Keynes
MK5 8FR

declare that:-

(3) Delete
whichever does
not apply.
(4) Insert name
of tenant if this
declaration is
made on behalf
of the tenant.
(5) Insert
address of
premises.

1. (3) ~~X~~(4) [Warwickshire & Northamptonshire Air Ambulance] propose(s) to enter into a
tenancy of premises at (5) 37 High Street, Rugby, CV21 3BW

for a term commencing on 25 November 2010

(6) Insert name
of landlord.

2. (3) ~~X~~[The tenant] propose(s) to enter into an agreement with (6) Lansdowne Investments
Limited
that the provisions of sections 24 to 28 of the Landlord
and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The Landlord has, not less than 14 days before (3) ~~X~~[the tenant] enter(s) (3) into the
tenancy, or (if earlier) become(s) contractually bound to do so served on (3) ~~me~~[the tenant]
a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory
Reform (Business Tenancies) (England and Wales) Order 2003 (Oyez Form L&T 35). The
form of notice set out in that Schedule is reproduced overleaf.

4. (3) ~~X~~~~above~~[The tenant has] read the notice referred to in paragraph 3 above and accept(s)
the consequences of entering into the agreement referred to in paragraph 2 above.

(7) Delete if this
declaration is
made by the
tenant.

5. (7) I am duly authorised by the tenant to make this declaration.
DECLARED this 14 day of November 2010.

(8) Signature of
tenant or
someone on the
tenant's behalf.

(8) 
(3) ~~X~~~~tenant~~ On behalf of the Tenant

To: Warwickshire and Northamptonshire Air Ambulance
Hazel House, Burnthurst Lane, Princethorpe, Warwickshire CV23 9QA

[Name and address of Tenant]

From: Lansdowne Investments Limited
Allerford House, 305 Ley Street, Ilford, Essex, IG1 4BN

[Name and address of Landlord]

IMPORTANT NOTICE FOR TENANT

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.