

DATED 5 January 2023 **2023**

COUNTRYSIDE CAMBRIDGE ONE LIMITED

and

COUNTRYSIDE CAMBRIDGE TWO LIMITED

and

SAINSBURY'S SUPERMARKETS LTD

LEASE

relating to premises known as

Convenience Store, 144 Hobson Avenue, Trumpington, Cambridge CB2 9GZ

MemeryCrystal

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London
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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	5 January 2023	2023
LR2. Title number(s)		
LR2.1 Landlord's title number(s)	CB376926	
LR2.2 Other title numbers		
LR3. Parties to this lease		
Landlord	COUNTRYSIDE CAMBRIDGE ONE LIMITED (incorporated and registered in England and Wales under company registration number 06164435) and COUNTRYSIDE CAMBRIDGE TWO LIMITED (incorporated and registered in England and Wales under company registration number 06165337) both whose registered offices are at Countryside House, The Drive, Brentwood, Essex CM13 3AT as nominees of the beneficial owner Countryside Properties (UK) Limited incorporated and registered in England and Wales under company registration number 00614864) whose registered offices are at Countryside House, The Drive, Brentwood, Essex CM13 3AT	
Tenant	SAINSBURY'S SUPERMARKETS LTD a company registered and incorporated in the UK with registered number 3261722 whose registered office is at 33 Holborn, London EC1N 2HT	
Guarantor	None.	
LR4. Property	<p>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.</p> <p>The property described as the "Premises" in clause 1 of this Lease.</p>	
LR5. Prescribed statements etc.	None.	
LR6. Term for which the Property is leased	The term as specified in clause 3.1 of this Lease.	
LR7. Premium	None.	
LR8. Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.	

LR9. Rights of acquisition etc.	
LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	See clause 10
LR9.2 Tenant's covenant to (or offer to) surrender this lease	None.
LR9.3 Landlord's contractual rights to acquire this lease	None.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	
LR11.1 Easements granted by this lease for the benefit of the Property	As specified in this Lease at Part 1 of Schedule 1.
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	As specified in this Lease at Part 2 of Schedule 1.
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

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

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

This Lease uses the following definitions:

1925 Act: Law of Property Act 1925;

1954 Act: Landlord and Tenant Act 1954;

1986 Act: Insolvency Act 1986;

1995 Act: Landlord and Tenant (Covenants) Act 1995;

Act: any act of Parliament and any delegated law made under it;

AGA: an authorised guarantee agreement (as defined in section 16 of the 1995 Act);

Ancillary Rent Commencement Date: the Term Start Date;

ATM: an automated teller machine or the modern day equivalent from time to time;

Building: the building known as Block V, Great Kneighton, Cambridge shown edged blue on Plan 1 including all alterations, additions and improvements and all landlord’s fixtures forming part of it at any time during the Term;

Building Common Parts: subject to **paragraph 4 of Part 2 of Schedule 1**, any part of, or anything in, the Building that does not form part of a Lettable Unit and that is used or available for use by:

- (a) the Tenant in common with others;
- (b) the Landlord in connection with the provision of the Building Services; or
- (c) customers of or visitors to the Building;

Building Service Charge Exclusions: the costs listed in **Part 4 of Schedule 3**;

Building Service Costs: the aggregate costs (including VAT that is not recoverable by the Landlord from HM Revenue & Customs) incurred by the Landlord in providing the Building Services and paying the costs listed in **Part 3 of Schedule 3** after excluding any Building Service Charge Exclusions;

Building Services: the services provided by the Landlord in **Part 3 of Schedule 3**;

Business Day: any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

Car Park: any car park or car parks forming part of the Estate at any time during the Term;

Conducting Media: any media for the transmission of Supplies but not including any service risers or any other airspace through which the media run;

Contaminated Land Regime: the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument circular or guidance issued under it;

Current Guarantor: someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

End Date: the last day of the Term (however it arises);

Enforcing Authority: the relevant regulator of the Premises under the Contaminated Land Regime;

Environment: the natural and man-made environment including all or any of the following media namely air water and land (including air within buildings and other natural or man-made structures above or below ground) and any living organisms (including man) or systems supported by those media;

Estate: the Landlord's estate known as Great Kneighton, Cambridge which is shown for the time being edged green on Plan 2 or such other adjoining and neighbouring property in which the Landlord has an interest from time to time whether or not the extent of such adjoining and neighbouring property is smaller or larger than that shown edged green on Plan 2;

Estate Common Parts: subject to **paragraph 4 of Part 2 of Schedule 3**, any part of, or anything in, the Estate including any Car Park that does not form part of a Lettable Unit and that is used or available for use by:

- (a) the Tenant in common with others;
- (b) the Landlord in connection with the provision of the Estate Services; or
- (c) visitors to the Estate;

Estate Service Costs: the aggregate costs (including VAT that is not recoverable by the Landlord from HM Revenue & Customs) incurred by the Landlord in providing the Estate Services and paying the costs listed in **Part 5 of Schedule 3**

Estate Services: the services provided by the Landlord in **Part 5 of Schedule 3**;

External Works: all or any of:

- (a) connecting to existing Conducting Media under **paragraph 1 of Part 1 of Schedule 1**;
- (b) the installation of CCTV cameras and Conducting Media between them and the Premises under **paragraph 5 of Part 1 of Schedule 1**;

but for the avoidance of doubt excluding any installation within the Premises or the Plant Area.

Gross Internal Area: the gross internal area in square feet calculated in accordance with RICS Code of Measuring Practice (6th edition);

Group Company: in relation to any company (and any reference to "company" in this definition includes any other body corporate including registered societies), any other company within the same group of

companies as that company within the meaning of section 42 of the 1954 Act;

Hazardous Substances: any material substance or organism which alone or in combination with others is capable of causing harm to the Environment or which is likely to cause an actionable nuisance;

Insurance Rent: the sums described in **paragraph 1.1 of Schedule 4**;

Insured Risks: the risks of fire (including subterranean fire), lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage to the extent, in each case, that cover is generally available on normal commercial terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Landlord reasonably insures from time to time, subject in all cases to any excesses, limitations and exclusions imposed by the insurers which are prevalent in the insurance market from time to time for properties such as the Building;

Interest Rate: three per cent above the base rate for the time being in force of Lloyds Bank PLC (or any other UK clearing bank specified by the Landlord);

Latent and Inherent Defects: means matters arising as a result of defective design workmanship and/or materials;

Lease: this lease, which is a “new tenancy” for the purposes of section 1 of the 1995 Act, and any document supplemental to it;

Lettable Unit: accommodation within the Building and any other buildings on the Estate from time to time let or occupied or intended for letting or occupation, but excluding accommodation let or occupied for the purposes of providing any of the Services;

Main Rent: the rent payable under **clause 3.2**;

Night Club: means use as a nightclub, discotheque or other late night bar that is open for trade after midnight;

Notice: any notice, notification or request given or made under this Lease;

Original Tenant: Sainsbury’s Supermarkets Ltd and any Group Company of the Original Tenant;

Outgoings: all or any of:

(a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:

- (i) tax (other than VAT) on the Rents payable; and
- (ii) any tax arising from the Landlord’s dealing with its own interests;

(b) Supply Costs for the Premises;

Permitted Use: as a retail shop including as ancillary thereto the use of an ATM for banking services, an in-store bakery, post office and/or financial services, lottery paypoint, scratch-card sales, the sale of alcohol, on-line collection facilities and storage but not a café and for any other use within Class A1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended by The Town and Country Planning

(Use Classes) (Amendment) (England) Regulations 2020), or for any other use with the consent of the Landlord;

Permitted Works: any works or installations (including Tenant's Business Alterations and any External Works) to which the Landlord has consented or for which, under **clause 4.10**, the Landlord's consent is not required;

Planning Acts: every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

Planning Permission: any permission, consent or approval given under the Planning Acts;

Plan 1: the plan contained in this Lease and annotated accordingly;

Plan 2: the plan contained in this Lease and annotated accordingly;

Plan 3: the plan contained in this Lease and annotated accordingly;

Plan 4: the plan contained in this Lease and annotated accordingly;

Plan 5: the plan contained in this Lease and annotated accordingly;

Plan 6: the plan contained in this Lease and annotated accordingly;

Plan 7: the plan contained in this Lease and annotated accordingly;

Plant Area: the area shown coloured yellow on Plan 5;

Premises: the ground floor premises known as Convenience Store, 144 Hobson Avenue, Trumpington, Cambridge CB2 9GZ forming part of the Building and shown edged red on Plan 3:

(a) including:

- (i) all plaster and other internal surfacing materials and finishes on the structural walls, floors and ceilings of the Premises and on the other structural parts of the Building within or bounding the Premises;
- (ii) the shop front, fascia and all doors, windows and door and window frames;
- (iii) the plaster and other internal surfacing and finishes on any non-structural walls separating the Premises from any Building Common Parts;
- (iv) one half severed vertically of any non-structural walls separating the Premises from any adjoining Lettable Units;
- (v) the entirety of any non-structural walls wholly within the Premises;
- (vi) all Conducting Media and Landlord's plant, equipment and fixtures within and exclusively serving the Premises including the Tenant's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Landlord's fire detection, alarm and sprinkler systems;
- (vii) the Plant Area
- (viii) the Refuse Area

- (ix) all tenant's fixtures; and
 - (x) any alterations to the Premises to which the Landlord has consented or for which, under **clause 4.10**, the Landlord's consent is not required; but
- (b) excluding:
- (i) all load bearing and exterior walls and the floors and ceilings of the Premises (other than those included above);
 - (ii) all structural parts of the Building;
 - (iii) the entirety (subject to paragraph (a)(iii) of this definition) of any non-structural walls separating the Premises from any Building Common Parts;
 - (iv) the airspace within any service risers that run through the Premises; and
 - (v) the Landlord's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Tenant's fire detection, alarm and sprinkler systems;

Refuse Area: the area shown coloured yellow on Plan 5;

Rent Commencement Date: three months from the Term Start Date;

Rent Days: 25th March, 24th June, 29th September and 25th December;

Rent Review Date: the fifth and tenth anniversaries of the Term Start Date and references to "the Rent Review Date" mean the relevant Rent Review Date;

Rents: the Main Rent, the Insurance Rent, the Service Charge, any VAT payable on them and any interest payable under **clause 4.5**;

Risk Period: the period of three years starting on the date of the relevant damage or destruction;

Service Area: the area shown coloured pink on Plan 4;

Service Charge: the Tenant's Proportion of the Service Costs;

Service Charge Code: the Professional Statement published by the Royal Institution of Chartered Surveyors called "Service Charges in Commercial Property" 1st Edition September 2018;

Service Charge Exclusions: the Building Service Charge Exclusions and the Estate Service Charge Exclusions;

Service Costs: the Building Service Costs and the Estate Service Costs;

Services: the Building Services and the Estate Services;

Servicing Hours: 07:00 to 21:00 on Mondays to Saturdays inclusive and 09:00 to 13:00 on Sundays and Public Holidays and any longer or shorter periods on any days to comply with any planning permission affecting the Premises;

Signage Zone: the areas shown coloured grey and labelled "SIGNAGE" on Plan 7;

Supplies: water, gas, air, foul and surface water drainage, electricity, oil, telephone, heating,

telecommunications, internet, data communications and similar supplies or utilities;

Supply Costs: the costs of Supplies including procurement costs, meter rents and standing charges;

Tenant's Business Alterations: so long as they do not affect the structural integrity of the Building, any of the following in relation to the Premises or the structural or non-structural walls or the ceiling and floor slabs bounding the Premises that are not within any other Lettable Unit:

- (a) the creation of openings in the walls, ceiling and floor slabs within or bounding the Premises for the passage of the Tenant's Conducting Media; and
- (b) fixing holes drilled into the floor or ceiling slabs, blockwork or plaster.

Tenant's Proportion: subject to the provisions of **paragraph 6 of Part 1 of Schedule 3**, the proportion that the Gross Internal Area of the Premises bears to the aggregate of the Gross Internal Areas of all Lettable Units at the beginning of the relevant accounting period;

Term: the period of this Lease (including where applicable any continuation of that period under the 1954 Act);

Term End Date: 4 January 2038

Term Start Date: 5 January 2023

Trading Hours: 07:00 to 23:00 Mondays to Saturdays inclusive and 08:00 to 22:00 on Sundays and Public Holidays and any longer or shorter periods on any days stipulated by the Landlord acting reasonably and/or authorised by any planning permission affecting the Premises;

Uninsured Risk: any risk expressly specified in the Insured Risks definition that:

- (a) is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or
- (b) is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers

but will not include loss or damage (or the risk of it) caused by reason of the Tenant's act or failure to act;

VAT: value added tax or any similar tax from time to time replacing it or performing a similar function;

VAT Supply: a "supply" for the purpose of the Value Added Tax Act 1994;

2 INTERPRETATION

In this Lease:

- 2.1 "notify", "notifies" or "notifying" means notify, notifies or notifying in writing in accordance with **clause 6.3**;
- 2.2 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.3 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 2.4 obligations owed by or to more than one person are owed by or to them jointly and severally;

- 2.5 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.6 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.7 the Tenant will be liable for any breaches of its obligations in this Lease committed by:
 - 2.7.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - 2.7.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 2.8 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 2.9 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
- 2.10 where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 2.11 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 2.12 the Landlord's rights under **clause 4.9** and **Part 2 of Schedule 1** may also be exercised by those authorised by the Landlord;
- 2.13 reference to "the Building", "the Building Common Parts", "the Estate", "the Estate Common Parts" or "the Premises" means the whole or an individual part or parts unless inappropriate in the context used;
- 2.14 reference to "adjoining premises" means any land or buildings adjoining or nearby the Building and the Estate, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
- 2.15 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 2.16 "includes", "including" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 2.17 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 2.18 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

3 DEMISE, TERM AND RENT

- 3.1 The Landlord with full title guarantee leases the Premises to the Tenant:
 - 3.1.1 for a term starting on the Term Start Date and ending on the Term End Date;

- 3.1.2 together with the rights listed in **Part 1 of Schedule 1**;
- 3.1.3 excepting and reserving to the Landlord the rights listed in **Part 2 of Schedule 1**;
- 3.1.4 subject to and with the benefit of the provisions of any documents or matters specified or referred to in **Schedule 5**.

3.2 The Tenant must pay as rent:

- 3.2.1 for the period starting on the Rent Commencement Date and ending on the day before the first Rent Review Date one hundred and fifty five thousand pounds (£155,000) yearly plus VAT; and
- 3.2.2 during the remainder of the Term, the rent set out in **clause 3.2.1** as increased under **Schedule 2**.

3.3 Starting on the Ancillary Rent Commencement Date the Tenant must pay as rent:

- 3.3.1 Service Charge due under **clause 4.3** and **Schedule 3**; and
- 3.3.2 Insurance Rent.

3.4 The Tenant must pay as rent VAT under **clause 4.4**.

3.5 The Main Rent is payable yearly and proportionally for any part of a year by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter.

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

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

4 TENANT'S OBLIGATIONS

4.1 Main Rent

The Tenant must pay the Main Rent when due.

4.2 Outgoings

The Tenant must pay all Outgoings to agreed terms, save in the case of bona fide dispute.

4.3 Service Charge

The Tenant must pay the Service Charge in accordance with **Part 1 of Schedule 3**.

4.4 VAT

- 4.4.1 The Tenant must pay

- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid provided that it has received a valid VAT invoice addressed to the Tenant; and
- (b) on demand VAT charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

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

4.5 **Interest on overdue payments**

- 4.5.1 Subject to clause 4.5.2, the Tenant must pay interest on the Main Rent and on all other sums not paid within 10 Business Days of the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand).
- 4.5.2 The Tenant must pay interest on the on-account payments due to be paid pursuant to paragraph 3.1 of Part 1 of Schedule 3 not paid within 10 Business Days of the due date.
- 4.5.3 Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

4.6 **Reimburse costs incurred by the Landlord**

The Tenant must pay within 10 Business Days of demand the Landlord's properly incurred costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 4.6.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;
- 4.6.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord has unreasonably or withheld or delayed consent or has granted consent subject to one or more unreasonable conditions provided that such costs shall be reasonable and properly incurred;
- 4.6.3 the preparation and service of a schedule of dilapidations served no later than three months after the End Date provided that such costs shall be reasonable and properly incurred.

4.7 **Insurance**

The Tenant must comply with its obligations in **Schedule 4**.

4.8 **Repair and decoration**

4.8.1 The Tenant must:

- (a) keep the Premises and all Tenant's Business Alterations in good and substantial repair and condition and clean and tidy
- (b) keep all Conducting Media, plant, equipment or fixtures forming part of the Premises (or that exclusively serve them) and any External Works properly

maintained and in good working order in accordance with good industry practice and any requirements of the Landlord's insurers; and

- (c) replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises (or that exclusively serve them) and any External Works with items of equivalent or better quality.

4.8.2 The Tenant must promptly replace any damaged glass forming part of the Premises with glass of equivalent appearance and of the same or better quality.

4.8.3 The Tenant must decorate the Premises as and when necessary and in the final six months of the Term.

4.8.4 The Tenant shall not be permitted to make any changes to the RAL Colour of any exterior paintwork at the Premises (for the avoidance of doubt excluding the Signage Zone).

4.8.5 The obligations under this **clause 4.8** apart from **clause 4.8.2** exclude:

- (a) damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do and the Tenant has not complied with **paragraph 1.1.3 of Schedule 4**;
- (b) damage by any Uninsured Risk;
- (c) contamination to the extent it was in situ at the date of this lease; and
- (d) until the Term End Date (but not during the period of any continuation or renewal of this lease under the 1954 Act with the intention that this sub-clause shall not be included within any renewal lease under the 1954 Act nor apply during any holding over period under the 1954 Act) damage through Latent or Inherent Defects.

4.9 **Allow entry**

4.9.1 Subject to clause 5.5, the Tenant must allow the Landlord to enter and inspect the Premises at reasonable times and on reasonable prior notice (save in emergency).

4.9.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required within three months after being notified of them.

4.9.3 If the Tenant does not comply with clause 4.9.2, the Landlord may enter the Premises and carry out any works required itself provided that the Landlord shall not be entitled to enter the Property to execute works where the work is of a minor nature and/or decorative only. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under **clause 6.1** will be unaffected.

4.10 **Alterations**

4.10.1 The Tenant must not build any new structure on, or alter the external appearance of, the Premises or cut into any structural part of the Building, except for Tenant's Business Alterations and installation of signage pursuant to paragraph 5 of Schedule 1.

4.10.2 Subject to **sub-clause 4.10.3** the Tenant must not, without the Landlord's consent:

- (a) do any other works to the Premises;
- (b) carry out or install any External Works; or
- (c) make any Tenant's Business Alterations.

4.10.3 The Tenant may carry out the following alterations without the Landlord's consent subject to the Landlord being supplied within six weeks of such works a set of drawings showing the alterations:

- (a) internal, non-structural alterations;
- (b) install internal cctv equipment, a security alarm, an internal ATM, and make alterations to the wiring at the Premises provided that the alterations to the wiring so made comply with all applicable regulations; and
- (c) install internal air conditioning, refrigeration, ventilation, filtration and other ancillary plant and equipment within the Premises and the Plant Area.

4.11 **Relocation of External Works**

4.11.1 Subject to clause 4.11.2, the Tenant must relocate any External Works when requested to do so on not less than three months' notice by the Landlord.

4.11.2 The Landlord will:

- (a) use reasonable endeavours to provide an equally convenient location for the External Works which is mutually agreed between the parties acting reasonably; and
- (b) only require relocation when it has a valid reason for doing so.

4.11.3 The Landlord will be responsible for the Tenant's reasonable costs and expenses in complying with the Landlord's request to relocate the External Works.

4.12 **Signs and advertisements**

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

- (a) signs approved by the Landlord; or
- (b) temporary window banners, posters, sales notices, promotional material, price tickets, provided that no more than 20% of the total window area for the Premises shall be covered by such signs at any time; or
- (c) permanent window coverings, graphics or vinyls or trade signs displayed from within the Premises approved by the Landlord; or
- (d) display of the Tenant's usual corporate signage on the shopfront and fascia of the Premises (and for the avoidance of doubt in the Signage Zone) approved by the Landlord

provided that the Original Tenant shall not require the approval of the Landlord for signs that are in keeping with the Original Tenant's national corporate branding from time to time (and for the avoidance of doubt this proviso is personal to the Original Tenant).

4.13 **Obligations at the End Date**

4.13.1 By the End Date the Tenant must have removed:

- (a) all tenant's and trade fixtures and loose contents from the Premises;
- (b) all signage installed by the Tenant or any undertenant at the Premises or elsewhere on the Building or the Estate;
- (c) if required by the Landlord on giving the Tenant not less than 3 months' notice, all Permitted Works; and
- (d) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.

4.13.2 The Tenant must make good all damage to the Premises, the Building or the Estate caused when complying with **clause 4.13.1** and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.

4.13.3 At the End Date the Tenant must:

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

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

- (a) the Landlord may sell that property as the agent of the Tenant;
- (b) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been sold in the genuine but mistaken belief that it belonged to the Tenant; and
- (c) the Landlord must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.

4.14 **User**

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

4.14.2 The Tenant will not carry out any trade at the Property outside the Trading Hours;

4.14.3 The Tenant must not use the Premises as a sex shop or similar, as a pay day loan shop or similar as an amusement arcade for games machines and/or betting machines in connection with gaming, as a betting office, as a pawn brokers, as a casino or as a Night Club.

4.14.4 Save for ancillary hot food and hot drink sales ancillary to the Permitted Use the Tenant must not use (and shall not be permitted at any time to use) the Premises for any use within

Class A5 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (enacted as at the 20 August 2020)

4.14.5 The Tenant must not:

- (a) keep in the Premises any plant, machinery or equipment (except that properly required for the Permitted Use) or any petrol or other explosive or especially flammable substance (except such flammable substances as are generally sold in connection with the Permitted Use in such quantities as are consistent with the Permitted Use);
- (b) cause any nuisance or damage to the Landlord or the other tenants or occupiers of the Building or the Estate or to the owners, tenants or occupiers of any adjoining premises;
- (c) overload any part of the Premises or the Building or any plant, machinery, equipment or Conducting Media; or
- (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;

4.14.6 When exercising any right granted to it for entry to any other part of the Building or the Estate the Tenant must:

- (a) cause as little damage and interference as is reasonably practicable to the remainder of the Building or the Estate and the business of its tenants and occupiers and make good any physical damage caused to the reasonable satisfaction of the Landlord; and
- (b) comply with the Landlord's requirements and those of any other tenants and occupiers of the Building or the Estate who are affected.

4.14.7 On each day the Premises are open for trade the Tenant must arrange collection of any of the Tenant's customer trolleys that have been left or abandoned on other parts of the Estate.

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

4.14.9 The Tenant must not use any parking spaces in respect of which the Tenant is granted rights under **paragraph 6 of Part 1 of Schedule 1** except for the parking of cars or motorbikes belonging to persons working at the Premises or any authorised visitors to the Premises.

4.15 Dealings with the Premises

4.15.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part, except as authorised under this **clause 4.15** or **Schedule 6**.

4.15.2 The Tenant may, with the Landlord's consent, assign the whole of the Premises.

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

- (a) The Tenant may not assign to a Current Guarantor;
- (b) if reasonably required by the Landlord in the circumstances (and where the covenant strength of the proposed assignee is less than the Tenant's, such condition shall automatically be deemed to be reasonable), any consent to assign may be subject to a condition that:
 - (i) the assigning Tenant gives the Landlord an AGA; and
 - (ii) any guarantor of the assigning Tenant gives the Landlord a guarantee that the assigning Tenant will comply with the terms of the AGA

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

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

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

- (d) the Landlord may refuse consent to assign if the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease and in the case of the Main Rent whether or not formally demanded and in the case of all other Rents and other sums due which have been demanded 14 days before the proposed date of assignment and that are not the subject of a legitimate dispute about their payment; and
- (e) the Landlord may refuse consent if in the reasonable opinion of the Landlord the proposed assignee is of insufficient covenant strength (taking into account any guarantor (other than any guarantor under an authorised guarantee agreement), rent deposit or other security being offered by the assignee) to comply with the tenant covenants in this Lease

4.15.4 The provisions of **Schedule 6** apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.

4.15.5 In addition to the provisions of this **clause 4.15**, the Tenant may share occupation of the Premises with a Group Company of the Tenant on condition that:

- (a) the Tenant notifies the Landlord of the identity of the occupier and the part of the Premises to be occupied;

- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and
- (d) the Tenant notifies the Landlord promptly when the occupation ends.

4.15.6 In addition to the provisions of this **clause 4.15**, the Tenant may without licence or consent of the Landlord permit any part or parts of the Premises comprising not more than thirty (30) percent of the Gross Internal Area) to be occupied under concessionary agreements provided no relationship of landlord and tenant is created or allowed to arise.

4.16 Registration of dealings

The Tenant must give notice to the Landlord together with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest and pay the Landlord's registration fee of £50.00 plus VAT.

4.17 Marketing

4.17.1 Subject always to clause 5.5, unless genuine steps are being taken towards renewal of this Lease, the Tenant must, during the six months before the End Date, allow the Landlord to:

- (a) place on the Premises (but not obstructing the shop window display) a notice for their disposal; and
- (b) show the Premises at reasonable times in the day to potential tenants (who must be accompanied by the Landlord or its agents).

4.17.2 Subject always to clause 5.5, the Tenant must allow the Landlord at reasonable times in the day to show the Premises to potential purchasers of the Building or the Estate (who must be accompanied by the Landlord or its agents).

4.18 Notifying the Landlord of notices or claims

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

4.19 Comply with Acts

4.19.1 The Tenant must

- (a) do everything required under any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease;
- (b) not do or fail to do anything in respect of the Premises, the Building or the Estate the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act; and
- (c) promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease

SAVE THAT the Tenant shall not be required to comply with any obligations or requirements and/or carry out any works and/or obliged to pay or contribute towards any costs relating to or arising from:

4.19.2 any obligation or requirement on owners or occupiers of property to improve the energy efficiency of property;

4.19.3 any obligation of the Landlord relating to Hazardous Substances pursuant to clause 4.26.1.

4.20 **Planning Acts**

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

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

4.20.3 The Tenant may only implement a Planning Permission that the Landlord has approved.

4.21 **Rights and easements**

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

4.21.1 the Tenant must notify the Landlord; and

4.21.2 the Tenant must help the Landlord in any way that the Landlord requests to prevent that acquisition so long as the Landlord meets the Tenant's costs and it is not adverse to the Tenant's business interests to do so.

4.22 **Management of the Building and the Estate**

4.22.1 The Tenant must not load or unload vehicles except on the parts of the Estate that it is permitted to use for that purpose by **paragraph 2 of Part 1 of Schedule 1**.

4.22.2 The Tenant must not park vehicles in the Estate Common Parts or the Building Common Parts except in any areas that it is permitted to use for that purpose.

4.22.3 The Tenant must not obstruct the Estate Common Parts or the Building Common Parts in any way or leave any goods on them.

4.22.4 The Tenant must not deposit rubbish anywhere on the Estate or the Building except in skips or bins provided for that purpose.

4.22.5 The Tenant must not use the Estate Common Parts or the Building Common Parts other than for the purposes designated for that purpose by **paragraph 2 of Part 1 of Schedule 1**.

4.22.6 The Tenant must not use those parts of the Estate Common Parts used for servicing the Premises outside the Servicing Hours.

4.22.7 The Tenant shall service the Premises during the Servicing Hours only.

4.22.8 The Tenant shall not service the Premises by vehicles exceeding 12.1 metres in length or permit the Premises to be serviced by such vehicles.

4.22.9 The Tenant must comply with all regulations notified to it or contained within any relevant tenant guide or handbook for the Building or the Estate published by or on behalf of the Landlord from time to time in the interests of good estate management. No regulations may

impose obligations on the Tenant that are inconsistent with the Tenant's rights and obligations under this Lease.

4.23 **Superior interest**

The Tenant must not breach any of the Landlord's obligations affecting the freehold interest in the Building or the Estate at the date of this Lease as shown on the official copies referred to in Schedule 5 to the extent that the same are still subsisting and affect the Premises.

4.24 **Registration at the Land Registry**

4.24.1 If compulsorily registrable, the Tenant must:

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

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

4.25 **Applications for consent or approval**

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

4.26 **Environmental Liability**

4.26.1 Notwithstanding any other provisions in this Lease, the Landlord and Tenant agree that:

- (a) Any liability under the Contaminated Land Regime arising in respect of Hazardous Substances in, on, under emanating or migrating from the Building before the date of this Lease shall be the sole responsibility of the Landlord and the Landlord agrees to indemnify the Tenant for any loss it may suffer as a result of any such contamination and make good any physical damage it may cause to the Premises or to the Building.
- (b) Subject always to **clause 4.26.1(c)** below, the Tenant shall indemnify the Landlord in respect of any liability under the Contaminated Land Regime on the assumption that the Premises are used for the Permitted Use arising in respect of Hazardous Substances at, on, in or under the Premises (**Contamination**) during the Term.
- (c) The Tenant's liability under **clause 4.26.1(b)** above shall be strictly limited to any Contamination actually caused by the Tenant or a third party acting on behalf of or with the authority of the Tenant during the Term of this Lease.
- (d) This **clause 4.26** constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs statutory guidance on the Contaminated Land Regime.

- (e) If the Enforcing Authority serves a notice under the Contaminated Land Regime either party may produce a copy of this **clause 4.26** to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime regardless of any confidentiality agreement that may exist between the parties relating to this Lease or any of its provisions.
- (f) The Tenant must not permit any oil or grease or any deleterious, objectionable, dangerous, poisonous or explosive matter or substance to be discharged into any of the Conducting Media, and must take all measures to ensure that any effluent discharged into the Conducting Media does not harm the Environment, or corrode or otherwise harm the Conducting Media or cause obstruction or deposit in them.
- (g) Within 48 hours of the spilling or deposit on the Premises of any noxious substance in a quantity that may cause serious damage to or pollution of the environment or serious damage to property or serious harm to human health, the Tenant must inform the Landlord and permit the Landlord to enter and inspect the Premises.

5 LANDLORD'S OBLIGATIONS

5.1 Quiet enjoyment

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

5.2 Insurance

The Landlord must comply with the Landlord's obligations in **Schedule 4**.

5.3 Services

The Landlord must comply with its obligations in **Part 2 of Schedule 3**.

5.4 Repayment of rent

- 5.4.1 The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within 20 Business Days after the End Date.
- 5.4.2 The Landlord must refund any Service Charge paid in advance by the Tenant in relation to the period falling after the End Date within 20 Business Days after the reconciliation of the Service Charge in respect of the relevant Accounting Period.
- 5.4.3 **Clauses 5.4.1 and 5.4.2** will not apply if the Landlord ends this Lease under **clause 6.1** or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

5.5 Entry Safeguards

The Landlord must, when entering the Premises to exercise any Landlord's rights:

- 5.5.1 give the Tenant at least five Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);

- 5.5.2 observe any specific conditions to the Landlord's entry set out in this Lease;
- 5.5.3 cause as little interference to the Tenant's business as reasonably practicable;
- 5.5.4 cause as little physical damage as reasonably practicable;
- 5.5.5 repair any physical damage that the Landlord causes as soon as reasonably practicable;
- 5.5.6 remain upon the Premises for no longer than is reasonably necessary; and
- 5.5.7 where reasonably practicable, exercise any rights outside the normal business hours of the Premises;
- 5.5.8 where reasonably practicable there shall be no such entry during November or December and two weeks either side of Easter Sunday (save in case of emergency);

and where the Landlord's entry on to the Premises is with plant and equipment or to undertake works, the Landlord shall also comply with the following conditions:

- 5.5.9 the Landlord must (except in the case of emergency) give the Tenant at least 20 Business Days' prior written notice;
- 5.5.10 the Landlord shall ensure that the Tenant is first consulted over the timing, programming and method of any work to be undertaken on the Premises and if so reasonably required by the Tenant the Landlord shall carry out the works in accordance with a programme and method statement which the Tenant approves (such approval not to be unreasonably withheld or delayed) having regard to the nature of the Tenant's business carried on from the Premises and the Tenant's reasonable security requirements); and
- 5.5.11 the Landlord must use all reasonable endeavours to minimize any disruption to access and essential services to and from the Premises.

5.6 Scaffolding

- 5.6.1 The Landlord must ensure that in relation to any scaffolding erected outside the Premises in exercise of the Landlord's rights under this Lease:
 - (a) Scaffolding shall be erected for the for the least time reasonably necessary at the Building;
 - (b) the Tenant has (save in the case of emergency where no such notice will be required) been given reasonable prior written notice (being at least 5 Business Days' written notice) specifying the proposed date of commencement of work and the estimated time the scaffolding will be in place;
 - (c) it is not erected or retained (unless in an emergency) during the months of January, November and December or during the one week period either side of Easter Sunday, in each year;
 - (d) it is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;
 - (e) it causes as little obstruction as is reasonably practicable to the entrance to the Premises and to visibility of the Tenant's signage; and

- (f) it does not have advertising displayed on it (except for any health and safety notices and signs relating to any other tenant whose premises are obstructed or interfered with by the scaffolding) unless the Tenant has consented to its display.

5.6.2 If the Tenant's sign or display window is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant to display a sign (in the Tenant's corporate style approved by the Landlord) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

5.7 **Change in the extent of the Estate**

The Landlord may change the extent of the Estate but any changes must not:

5.7.1 materially increase the amount of Service Charge payable by the Tenant; or

5.7.2 materially prejudice:

- (a) the Tenant's use and occupation of the Premises; or
- (b) the rights, facilities and amenities granted to the Tenant under this Lease.

6 **AGREEMENTS**

6.1 **Landlord's right to end this Lease**

6.1.1 If any event listed in **clause 6.1.2** occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.

6.1.2 The events referred to in **clause 6.1.1** are as follows:

- (a) any of the Rents are unpaid for 21 days after becoming due and in the case of the Main Rent whether or not formally demanded and in the case of other Rents provided that they are not subject to bona fide dispute;
- (b) there shall be any material breach, non-performance or non-observance of any of the tenant covenants, conditions or agreements contained in this Lease provided that the Tenant has been notified of such breach, non-performance or non-observance and given reasonable time to remedy it;
- (c) any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant's assets at the Premises, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
- (d) if the Tenant is a company or a limited liability partnership:
 - (i) the Tenant goes into liquidation within the meaning of section 247 of the 1986 Act;
 - (ii) the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within 14 days of being presented;
 - (iii) a meeting of the Tenant's creditors or any of them is summoned under Part I of the 1986 Act;

- (iv) a moratorium in respect of the Tenant comes into force under section 1(A) of and schedule A1 to the 1986 Act;
- (v) an administrator is appointed to the Tenant; or
- (vi) the Tenant is struck off the register of companies;
- (e) if the Tenant is a partnership, it is subject to an event similar to any listed in **clause 6.1.2(d)** with appropriate modifications so as to relate to a partnership;
- (f) if the Tenant is an individual:
 - (i) an interim receiver is appointed over or in relation to the Tenant's property;
 - (ii) the Tenant becomes bankrupt or the Tenant is the subject of a bankruptcy petition that is not dismissed or withdrawn within 14 days of being presented;
 - (iii) the Tenant is adjudicated bankrupt by an adjudicator pursuant to section 263I of the 1986 Act;
 - (iv) the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
 - (v) an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement; or
- (g) any event similar to any listed in **clauses 6.1.2(c) to 6.1.2(f)** occurs in relation to any guarantor of the Tenant's obligations under this Lease Provided That the Tenant has previously been given a reasonable time to provide a replacement guarantor reasonably acceptable to the Landlord; or
- (h) any event similar to any listed in **clauses 6.1.2(c) to 6.1.2(g)** occurs in any jurisdiction (whether it be England and Wales, or elsewhere).

6.1.3 Neither the existence nor the exercise of the Landlord's right under **clause 6.1.1** will affect any other right or remedy available to the Landlord.

6.1.4 In this **clause 6.1** references to "the Tenant", where the Tenant is more than one person, include any one of them.

6.2 No acquisition of easements or rights

6.2.1 Unless they are expressly included in Part 1 of Schedule 1, the grant of this Lease:

- (a) does not include any liberties, privileges, easements, rights or advantages over the Building, the Estate or any adjoining premises; and
- (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.

6.2.2 The Tenant has no rights that would restrict building or carrying out of works to the Building, the Estate or any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.

6.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.

6.2.4 The Tenant has no rights to enforce, or to prevent the release or modification of, the benefit of any covenants, rights or conditions to which any other property within the Building, the Estate or any adjoining premises is or are subject, but on the Tenant's reasonable request and at the Tenant's cost, the Landlord shall use reasonable endeavours to do so.

6.3 Service of Notices

6.3.1 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery or special delivery to a party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

6.3.2 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

6.4 Contracts (Rights of Third Parties) Act 1999

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

7 EXCLUSIVITY

7.1 The Landlord shall not, for the period of five years from the date of this Lease or until the Term End Date whichever is the earlier, occupy, operate or trade or allow any Lettable unit which is within the control of the Landlord, to be occupied, operated or traded as a supermarket or convenience foodstore and/or as a news agent and/or an off licence (or other shop principally selling alcohol).

8 JURISDICTION

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

8.2 Subject to **clause 8.3** and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

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

9 LEGAL EFFECT

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

10 NO WARRANTY AS TO USE

There is no warranty by the Landlord (and no exercise of any of the Landlord's powers under this lease constitutes a warranty) that the Premises are authorised under any Planning Acts and or Planning Permission to be used, or are otherwise fit, for any specific purpose.

11 TENANT'S OPTION TO RENEW

11.1 In this clause 10:

Term means the term of this Lease specified in the Prescribed Clauses excluding any period of holding over or any extension or continuation of it by statute or common law

Further Lease means the lease to be granted by the Landlord to the Tenant under this clause 10

Open Market Rent means the rent for the Further Lease determined in accordance with this clause 10

President means the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf

Surveyor means the independent valuer appointed pursuant to clause 10.11.

11.2 The Landlord grants the Tenant an option to require the Landlord to grant a further lease of the Premises to the Tenant.

11.3 The option will lapse if it is not exercised on or before the date which is six months before the expiry of the Term.

11.4 On exercise of the option the Landlord shall grant and the Tenant shall take a Further Lease on the following terms:

11.4.1 The term of the Further Lease shall begin immediately at the end of the Term and shall be for a term of 15 years;

11.4.2 The Further Lease shall be completed on or before the first day of its term;

11.4.3 The rent reserved by the Further Lease shall be the higher of the Main Rent payable in the last year of the Term of this Lease and the Open Market Rent and shall commence to be payable on the first day of its term;

11.4.4 The Further Lease shall exclude this option for a Further Lease; and

11.4.5 In all other respects the Further Lease shall be on the same terms as this Lease.

11.5 If this Lease is forfeited disclaimed or otherwise comes to an end before the end of the Contractual Term then this clause 10 (including any exercise of the option) shall be void.

11.6 The benefit of this clause 10 shall run with the lease and the Tenant shall not retain or dispose of it separately from this Lease.

11.7 The Open Market Rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

11.8 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 Premises could reasonably be expected to be let:

- 11.8.1 in the open market;
- 11.8.2 at the date of the commencement of the Further Lease;
- 11.8.3 on the assumptions listed in clause 10.9; and
- 11.8.4 disregarding the matters listed in clause 10.10.

11.9 The assumptions are:

- 11.9.1 The Premises are available to let in the open market
 - (c) by a willing lessor to a willing lessee;
 - (d) as a whole;
 - (e) with vacant possession;
 - (f) without a fine or a premium;
 - (g) for a term of 15 years commencing on the date of the Further Lease; and
 - (h) otherwise on the terms of this lease excluding this option in this clause 10;
- 11.9.2 the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market in relation to fitting out works at the Premises;
- 11.9.3 the Premises may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee for the Permitted Use;
- 11.9.4 the Landlord and the Tenant have fully complied with their obligations in this lease (save where the Landlord in material and persistent breach of its obligations);
- 11.9.5 if the Premises, or any means of access to them have been destroyed or damaged, they have been fully restored;
- 11.9.6 no work has been carried out on the Premises that has diminished its rental value other than work carried out in compliance with statute; and
- 11.9.7 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 VATA 1994 in relation to the Premises.

11.10 The matters to be disregarded are:

- 11.10.1 any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Premises;
- 11.10.2 any goodwill attached to the Premises by reason of any business carried out there by the Tenant or by any authorised undertenant or other lawful occupiers or by any of their predecessors in business; and
- 11.10.3 any statutory restriction on rents or the right to recover them.

- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
- 11.14.1 dies;
- 11.14.2 becomes unwilling or incapable of acting; or
- 11.14.3 unreasonably delays in making any determination.
- Clause 10.12 shall then apply in relation to the appointment of a replacement.
- 11.15 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably 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). The Landlord and the Tenant shall otherwise each bear their own costs in connection with the Open Market Rent review.
- 11.16 Time shall not be of the essence for the purposes of this clause.

SCHEDULE 1

Rights

Part 1 Tenant's Rights

The following rights are granted to the Tenant in common with the Landlord, any person authorised by the Landlord and all other tenants and occupiers of the Building and the Estate:

1 RUNNING OF SERVICES

- 1.1 To connect to and use the existing Conducting Media at the Building and the Estate intended to serve the Premises for the passage of Supplies from and to the Premises.
- 1.2 Subject to the Landlord's prior consent, to lay new Conducting Media and to make connections under unbuilt upon parts of the Building and a right to go onto unbuilt upon parts of the Building so far as this may be necessary for this purpose, the Tenant causing as little damage as reasonably possible and subject to the Tenant making good any physical damage caused as soon as reasonably practicable.

2 ACCESS AND SERVICING

- 2.1 Access to and from the Building with or without vehicles over the Estate Common Parts reasonably designated by the Landlord for the Tenant's use.
- 2.2 Access to and from the Premises (including the Plant Area) on foot only over the Building Common Parts reasonably designated by the Landlord for the Tenant's use (including access (in emergency and for fire drills) over any escape route from the Premises reasonably designated by the Landlord from time to time).
- 2.3 During the Servicing Hours (and subject to **clause 4.22**) to use each of the following within the Estate Common Parts reasonably designated by the Landlord for the Tenant's use:
 - 2.3.1 the Service Area for loading and unloading and otherwise servicing the Premises; and
 - 2.3.2 the service roads with or without vehicles to come and go to and from the Service Area specified in **paragraph 2.3.1**.

3 REFUSE DISPOSAL

To deposit rubbish in any receptacles or waste compactors within the Refuse Area provided by the Landlord (if any) for that purpose and designated by the Landlord for the use of the Tenant.

4 ENTRY ONTO THE COMMON PARTS

- 4.1 If the relevant work cannot otherwise be reasonably carried out, to enter the Building Common Parts and, if necessary, the Estate Common Parts to comply with the Tenant's obligations in this Lease. When exercising this right, the Tenant must:
 - 4.1.1 give the Landlord at least three Business Days' prior notice (except in the case of emergency, when the Tenant must give as much notice as may be reasonably practicable);
 - 4.1.2 observe the Landlord's requirements (but where that includes being accompanied by the Landlord's representative the Landlord must make that representative available);

- 4.1.3 cause as little interference to the operation and use of the Building and the Estate as reasonably practicable;
- 4.1.4 cause as little physical damage as is reasonably practicable;
- 4.1.5 repair any physical damage that the Tenant causes as soon as reasonably practicable and to the reasonable satisfaction of the Landlord;
- 4.1.6 where entering to carry out works, obtain the Landlord's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
- 4.1.7 remain upon the Building Common Parts and the Estate Common Parts for no longer than is reasonably necessary; and
- 4.1.8 where practicable, exercise this right outside the normal business hours of the Building.

5 EXTERNAL WORKS

- 5.1 The right to erect and maintain CCTV cameras together with connections to the Premises at a height and of a size and design and in a location approved by the Landlord (in its absolute discretion) together with a right of access at all reasonable times to the equipment for the purposes of maintenance repair renewal and replacement of the same subject to causing as little disruption as reasonably possible and making good any damage caused to the reasonable satisfaction of the Landlord.
- 5.2 To affix dog rails to the exterior of the Building in such locations reasonably required by the Tenant and approved by the Landlord.

6 SIGNAGE ZONE

To attach signage of a size and design approved by the Landlord within the Signage Zone provided that the Original Tenant shall not require the approval of the Landlord for signs that are in keeping with the Original Tenant's national corporate branding from time to time (and for the avoidance of doubt this proviso is personal to the Original Tenant).

7 CAR PARKING

To park private cars or motorbikes (in common with others) within the spaces shown coloured green on Plan 6 for the use of customers and visitors to the Estate only effective at all times during the Trading Hours subject to such parking restrictions as may be imposed from time to time.

8 ATM

To install an ATM in the shop-front of the Premises of a size and design and in a location approved by the Landlord, together with the right to construct and maintain two security bollards in front of the ATM.

9 SUPPORT AND SHELTER

Support and shelter for the Premises from the Building and the remainder of the Estate.

Part 2 Landlord's Rights

The following rights are excepted and reserved to the Landlord:

1 SUPPORT, SHELTER, LIGHT AND AIR

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

2 RUNNING OF SERVICES

The passage and running of Supplies from and to the remainder of the Building through existing Conducting Media (if any) within the Premises.

3 ENTRY ON TO THE PREMISES

- 3.1 Subject to clause 5.5, to enter the Premises to estimate the current value or rebuilding cost of the Premises, the Building and the Estate for insurance or any other purpose.
- 3.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, and subject always to clause 5.5, to enter the Premises to:
 - 3.2.1 build on or into any boundary or party walls on or adjacent to the Premises;
 - 3.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon the Building or the Estate;
 - 3.2.3 inspect, clean, maintain, replace or repair any existing Conducting Media within the Premises but serving the Building or the Estate;
 - 3.2.4 carry out any Services; or
 - 3.2.5 for any other reasonable management purpose.
- 3.3 Subject always to clause 5.5, to enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

4 COMMON PARTS AND CONDUCTING MEDIA

- 4.1 In an emergency, or when works are being carried out to them, to close off or restrict access to the Building Common Parts or the Estate Common Parts, so long as (except in an emergency) alternative facilities are provided that are not materially less convenient.
- 4.2 To change, end the use of or reduce the extent of any Building Common Parts, the Estate Common Parts or Conducting Media so long as:
 - 4.2.1 alternative facilities are provided that are not materially less convenient; or
 - 4.2.2 if no alternative is provided, the use and enjoyment of the Premises is not materially adversely affected,

provided that the Conducting Media shall be available at sufficient capacities at all times whilst the Premises are open for trade.
- 4.3 From time to time (acting reasonably) to designate areas within the Building Common Parts or the Estate Common Parts for particular purposes including as service areas, Car Park, service roads and

footpaths and from time to time to reduce the size of any designated areas, so long as the remaining areas are reasonably adequate for their intended purposes.

5 ADJOINING PREMISES

5.1 To carry out works of construction, demolition, alteration or redevelopment on the Building, the Estate and any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) Provided That the Landlord will not do anything which:

5.1.1 has for a significant or prolonged period a material adverse effect on the Tenant's use and enjoyment of the Property or the rights granted to the Tenant by this lease; or

5.1.2 places anything (with the exception of scaffolding as permitted by paragraph 6 below) in front of the Property which will materially interfere with the visibility of the Property or the Tenant's signage for a significant or prolonged period.

6 PLANT, EQUIPMENT AND SCAFFOLDING

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord's rights under this Lease and subject to the provisions in **clause 5.6**.

SCHEDULE 2

Rent review

1. Defined terms

This **Schedule 2** uses the following definitions:

Base Figure:

- (a) on the first Notional Rent Review Date, the Index figure for the month two months preceding the Term Start Date);
- (b) on each succeeding Notional Rent Review Date, the Current Figure for the preceding Notional Rent Review Date;

Current Figure: the Index figure for the month two months preceding the Notional Rent Review Date; and

Index: the Consumer Prices Index published by the Office for National Statistics or any successor Ministry, Department or Government Agency;

Notional Rent: until the first Notional Rent Review Date, the Main Rent and, from each Notional Rent Review Date, the sum calculated in accordance with **paragraphs 2.1 and 2.2**;

Notional Rent Review Date: each anniversary of the Term Start Date.

2. Rent Review

- 2.1 Subject to paragraph 2.2 below, on each Notional Rent Review Date, the Notional Rent is to be reviewed to the revised Notional Rent (rounded up to the nearest pound) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Notional Rent;

A is the Notional Rent immediately before that Notional Rent Review Date;

C is the Current Figure; and

B is the Base Figure.

Provided always if the formula produces an increase in the Notional Rent of more than 3% then the increase in the Notional Rent will be limited to 3% or if the formula produces no increase in the Notional Rent or an increase of less than 1%, then an increase of 1% will be applied to the Notional Rent.

- 2.2 On each Rent Review Date, the Main Rent will be reviewed to the Notional Rent calculated for the corresponding Notional Rent Review Date.

3. Notice of Main Rent

- 3.1 If the Main Rent is increased, the Landlord must notify the Tenant as soon as possible after the Rent Review Date.
- 3.2 If the Tenant does not agree the Landlord's calculation of the increase in the Main Rent, the Tenant shall notify the Landlord of its reasons for disputing the calculation and the Landlord and the Tenant must attempt to resolve the dispute by appropriate alternative means.
- 3.3 In the event that the dispute remains unresolved one month following the Tenant's notice under paragraph 3.2, either party may refer the dispute to arbitration pursuant to paragraph 5.2.

4. Effect of delay in notifying the revised rent

- 4.1 Following any Rent Review Date until the Landlord has notified the Tenant of the revised Main Rent:
 - 4.1.1 the Main Rent payable under this Lease immediately before that Rent Review Date will continue to be payable until the revised Main Rent has been notified to the Tenant;
 - 4.1.2 following the notification of the revised Main Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Main Rent been notified before the Rent Review Date; and
 - 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrear.

5. Changes in the Index

- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Notional Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.
- 5.2 If the parties are unable to agree a basis for the Revised Indexation or the calculation of increase in the Main Rent then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. Time not of the essence

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

SCHEDULE 3

Services and Service Charge

Part 1 Administrative provisions

1 Accounting Period

The accounting period will be the period ending on 31 December in each year or otherwise as the Landlord may decide and notify to the Tenant. For any accounting period that does not fall wholly within the Term, the Service Charge will be a due proportion calculated on the assumption that the service charge expenditure accrues equally on a day to day basis throughout the period.

2 Service Charge Statements

- 2.1 After the end of each accounting period, the Landlord will supply the Tenant with a fair and accurate statement (the “**Service Charge Statement**”) for that accounting period of the:
 - 2.1.1 Service Costs; and
 - 2.1.2 Service Charge payable.
- 2.2 The Landlord must take reasonable steps to supply the Service Charge Statement within four months after the end of each accounting period and shall ensure that the Service Charge Statement is independently certified.
- 2.3 Service Costs incurred in one accounting period, if not included in the Service Charge Statement for that accounting period for any reason, may be included in the Service Charge Statement for the immediately following accounting period.
- 2.4 The Tenant will be entitled upon prior appointment to inspect evidence of the Service Costs at the Landlord’s head office or any other location the Landlord specifies. The Tenant must ask to inspect the evidence not later than four months after receipt of the Service Charge Statement.

3 On-Account Payments of Service Charge

- 3.1 Until the Service Charge for each accounting period has been calculated, the Tenant must pay, by equal quarterly payments on the Rent Days, a provisional sum by way of Service Charge at the level that the Landlord reasonably requires.
- 3.2 The Tenant must also pay within 10 Business Days of demand any sum or sums that the Landlord requires where the Landlord will be obliged to incur any Service Costs and the sums held on account by the Landlord are insufficient to meet those costs.

4 Balancing Payments of Service Charge

- 4.1 When the Service Charge for each accounting period has been calculated:
 - 4.1.1 the Tenant must pay any amount due from it within 10 Business Days of demand; and
 - 4.1.2 the Landlord must credit any amount due to the Tenant against the next payment or payments to be made by the Tenant under **paragraph 3**. Any amount owing at the End Date must be repaid to the Tenant within one month of its calculation.
- 4.2 The End Date will not affect the Tenant’s obligation to pay or the Landlord’s right to recover Service Charge after the End Date where this has not been calculated and demanded before the End Date.

5 Service Charge Disputes

If any dispute arises in connection with the Service Charge, the Landlord and the Tenant must attempt to resolve it by appropriate alternative means before resorting to court proceedings. The Service Charge Statement will (except for obvious error and/or fraud) become binding on the parties four months after it is delivered to the Tenant or (if later) once any dispute relating to it and arising during that period has been settled or decided.

6 Variation in the Proportion of the Service Charge Payable

- 6.1 In calculating the Tenant's Proportion for any of the Services, the Landlord's surveyor may make any adjustment that is fair and reasonable in all the circumstances, having regard to the relative degree of benefit obtained by the Tenant and other tenants at the Building or the Estate from those Services, including by dividing the services and charges set out in **Part 3 and Part 5 of this Schedule** into separate categories and applying weighting to those categories to take into account differing uses or operating hours.
- 6.2 If there is any change in the extent of the Building or the Estate, the Landlord must, where it is appropriate to do so, vary the Tenant's Proportion as is reasonable to take account of that change.
- 6.3 The Tenant's Proportion must not be increased by reason only that any Lettable Units:
 - 6.3.1 remain unlet;
 - 6.3.2 are let on terms that do not require the tenant or other occupier to pay a service charge; or
 - 6.3.3 are let on terms that cap the liability of any tenant or other occupier for service charge.

Part 2 Landlord's obligations

1 Provision of Services

- 1.1 The Landlord, acting reasonably and in the interests of good estate management:
 - 1.1.1 must use reasonable endeavours to supply the Services in an efficient manner at all appropriate times; and
 - 1.1.2 may vary, reduce or extend those Services.

2 Landlord's Rights and Responsibilities

- 2.1 The Landlord:
 - 2.1.1 may from time to time employ such agents, contractors or others as the Landlord decides;
 - 2.1.2 will not be responsible for any interruption in the supply of the Services due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, provided it has taken reasonable steps to restore the supply as soon as reasonably practicable and insofar as reasonably possible to keep the interruption to the minimum period of time; and
 - 2.1.3 must take into consideration the administrative, accounting, procurement, management and operational provisions of the Service Charge Code for so long as it is in effect insofar as it is:
 - (a) reasonably practicable to do so;

- (b) consistent with the Landlord's obligations under this Lease; and
- (c) consistent with the economic and efficient management of the Building and the Estate (taking into consideration all the circumstances including the terms of the leases of other Lettable Units).

Part 3 Building Services and charges

1. Repairing (and where beyond economic repair, renewing, rebuilding and replacing), decorating, maintaining and cleaning the foundations, roof, structure and exterior of the Building and all Building Common Parts and Conducting Media.
2. Repairing (and where beyond economic repair, renewing, rebuilding, and replacing), decorating, maintaining and cleaning any facilities (including means of access, Conducting Media, party walls and other boundary structures) used in common between the Building and any adjoining premises.
3. Lighting the Building Common Parts.
4. Lighting the exterior of the Building and any facilities used in common between the Building and any adjoining premises.
5. Supply Costs incurred in providing the Building Services.
6. All existing and future rates, taxes, duties, charges and financial impositions charged on the Building Common Parts or the Building as a whole (and a fair proportion of those levied on the Building along with any adjoining premises).
7. Providing, inspecting, maintaining (including by maintenance contracts and insurance against sudden and unforeseen breakdown), repairing, renewing, replacing, upgrading and operating:
 - (a) all plant, machinery, apparatus and vehicles used in providing the Building Services and all signage in the Building Common Parts; and
 - (b) security, fire fighting and fire detection equipment (excluding portable fire extinguishers in the Premises), fire alarm systems, public address systems, telecommunications systems, closed circuit television systems and traffic control.
8. Employing or procuring all staff (including remuneration, incidental benefits and all associated costs and overheads) for the management and security of the Building and otherwise in connection with the Building Services.
9. Providing accommodation for staff, plant, furniture, equipment and vehicles used in providing the Building Services, and all outgoings on them.
10. Employing or procuring agents, contractors or others as the Landlord decides in connection with the Building Services.
11. Pest and infection control.
12. Carrying out any works and providing and maintaining all facilities that are required under any Act or by insurers in relation to the Building.
13. Providing any further services for maintaining and securing the reasonable amenities of the Building.

14. Managing and administering service charge accounts for the Building Services and the Building including, where relevant, certifying, examining or auditing those accounts.
15. Auditing health and safety requirements for the Building and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.
16. Auditing disabled access requirements for the Building and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.
17. Interest costs reasonably incurred by the Landlord on borrowing from a UK clearing bank or, if the Landlord uses its own moneys, an amount equal to the interest costs that would have been incurred if the Landlord had borrowed from a UK clearing bank at reasonable commercial rates.

Part 4 Building Service Charge Exclusions

1. Costs arising from any damage or destruction to the Building caused by an Insured Risk or an Uninsured Risk.
2. Capital costs of the construction, alteration, redevelopment or extension of the Building.
3. Costs of any unlet Lettable Unit.
4. Unrecovered costs due from another tenant of the Building.
5. Costs relating to Latent or Inherent Defects until the Term End Date (but not during the period of any continuation or renewal of this lease under the 1954 Act with the intention that this sub-paragraph shall not be included within any renewal lease under the 1954 Act nor apply during any holding over period);
6. Costs that the Landlord has recovered under any warranties, claims or guarantees from a third party using reasonable endeavours to do so.
7. Management expenses in relation to the lettings of any Lettable Units, the costs of renewal and rent collection and enforcing any covenants against or dealing with any disputes with or involving any tenant or other occupier of the Building
8. Costs relating to any part of the Building Common Parts for which the Tenant derives no benefit or costs which are properly and fairly attributable to other premises within the Building
9. All costs relating to the remediation of any Hazardous Substances present at the Building before the date of this lease or after the date of this lease where such Hazardous Substances were not brought on to the Building by the Tenant or any other lawful occupier of the Premises.
10. Any costs relating to any lifts at the Building.
11. All costs relating to the cleaning, repair or renewal of any windows within the Building including shop front.
12. All costs relating to the cleaning, maintaining, inspecting, repairing and/or renewing of any internal parts of the Building.
13. All costs arising from the wrongful act neglect or default of the Landlord.

Part 5 Estate Services and charges

1. Repairing (and where beyond economic repair, renewing, rebuilding and replacing), decorating, maintaining and cleaning the Estate Common Parts and Conducting Media.
2. Repairing (and where beyond economic repair, renewing, rebuilding, and replacing), decorating, maintaining, and cleaning any facilities (including means of access, Conducting Media, party walls and other boundary structures) used in common between the Estate and any adjoining premises.
3. Lighting the Estate Common Parts and any facilities used in common between the Estate and any adjoining premises.
4. All existing and future rates, taxes, duties, charges and financial impositions charged on the Estate Common Parts or the Estate as a whole (and a fair proportion of those levied on the Estate along with any adjoining premises).
5. Supply costs incurred in providing the Estate Services.
6. Providing, inspecting, maintaining (including by maintenance contracts and insurance against sudden and unforeseen breakdown), repairing, renewing, replacing, upgrading and operating:
 - (a) all plant, machinery, apparatus and vehicles used in providing the Estate Services and all signage in the Estate Common Parts; and
 - (b) security, fire fighting and fire detection equipment (excluding portable fire extinguishers in the Premises), fire alarm systems, public address systems, telecommunications systems, closed circuit television systems and traffic control.
7. Employing or procuring all staff (including remuneration, incidental benefits and all associated costs and overheads) for the management and security of the Estate and otherwise in connection with the Estate Services.
8. Employing or procuring agents, contractors or others as the Landlord decides in connection with the Estate Services.
9. Planting, replanting and maintaining landscape features in the Estate Common Parts.
10. Pest and infection control.
11. Gritting, and clearing snow from, the Estate Common Parts.
12. Providing seasonal decorations within the Estate.
13. Carrying out any works and providing and maintaining all facilities that are required under any Act or by insurers in relation to the Estate.
14. Providing any further services for maintaining and securing the amenities of the Estate.
15. Managing and administering service charge accounts for the Estate Services and the Estate including, where relevant, certifying, examining or auditing those accounts.
16. Auditing health and safety requirements for the Estate and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.

17. Auditing disabled access requirements for the Estate and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.
18. Interest costs reasonably incurred by the Landlord on borrowing from a UK clearing bank or, if the Landlord uses its own moneys, an amount equal to the interest costs that would have been incurred if the Landlord had borrowed from a UK clearing bank at reasonable commercial rates.

Part 6 Estate Service Charge Exclusions

1. Costs arising from any damage or destruction to the Estate caused by an Insured Risk or an Uninsured Risk.
2. Capital costs of the construction, alteration, redevelopment or extension of the Estate.
3. Costs of any unlet Lettable Unit.
4. Unrecovered costs due from another tenant of the Estate.
5. Costs relating to Latent or Inherent Defects until the Term End Date (but not during the period of any continuation or renewal of this lease under the 1954 Act with the intention that this sub-paragraph shall not be included within any renewal lease under the 1954 Act nor apply during any holding over period).
6. Costs that the Landlord has recovered under any warranties, claims or guarantees from a third party using reasonable endeavours to do so.
7. Management expenses in relation to the lettings of any Lettable Units, the costs of renewal and rent collection and enforcing any covenants against or dealing with any disputes with or involving any tenant or other occupier of the Estate.
8. Costs relating to any part of the Estate which only benefit the residential elements of the Estate
9. All costs relating to the remediation of any Hazardous Substances present at the Estate before the date of this lease or after the date of this lease where such Hazardous Substances were not brought on the Estate by the Tenant or any other lawful occupier of the Property.
10. Management expenses in relation to the lettings of any Lettable Units, the costs of renewal and rent collection.
11. All costs relating to the cleaning, repair or renewal of any windows within the Estate including shop front.
12. All costs arising from the wrongful act neglect or default of the Landlord.

SCHEDULE 4

Insurance and Damage Provisions

1 Tenant's Insurance Obligations

- 1.1 The Tenant must pay within 10 Business Days of demand:
- 1.1.1 a fair and reasonable proportion of:
- (a) the reasonably competitive sums the Landlord pays to comply with **paragraphs 2.1.1 and 2.1.2**;
 - (b) if not recovered through the service charge, the reasonably competitive sums the Landlord pays to insure all plant, machinery, apparatus and vehicles used in providing the Services;
 - (c) the cost of valuations of the Estate, the Building and the Premises for insurance purposes made not more than once in any three year period; and
 - (d) the amount of any excess or deductible under any insurance policy that the Landlord incurs or will incur in complying with **paragraphs 2.3 and 2.4**;
- 1.1.2 the whole of the reasonably competitive sums the Landlord pays to comply with **paragraph 2.1.3**;
- 1.1.3 a sum equal to the amount that the insurers refuse to pay following damage or destruction by an Insured Risk to the Estate or the Building because of the Tenant's act or failure to act; and
- 1.1.4 any additional or increased reasonably competitive premiums that the insurers may require as a result of the carrying out or retention of any Permitted Works or the Tenant's or any lawful occupier's use of the Premises.
- 1.2 The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
- 1.3 The Tenant must not use the Premises for any purpose or carry out or retain any Permitted Works that may make any additional premium payable for the insurance of the Premises, the Estate or the Building, unless it has first agreed to pay the whole of that additional premium.
- 1.4 The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks or by an Uninsured Risk.
- 1.5 The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to the Premises.

2 Landlord's insurance obligations

- 2.1 The Landlord must insure (with a reputable insurer and at a reasonably competitive premium):
- 2.1.1 the Estate against the Insured Risks in its full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT);
- 2.1.2 against public liability relating to the Building and the Estate; and

2.1.3 loss of the Main Rent and Service Charge for the Risk Period,

subject to such excesses, limitations and exclusions as the insurers may impose that are prevalent in the insurance market from time to time for properties such as the Building and otherwise on the insurer's usual terms.

2.2 In relation to the insurance, the Landlord must:

2.2.1 procure the Tenant's interest in the Premises is noted either specifically or generally on the policy;

2.2.2 take reasonable steps to procure that the insurers waive any rights of subrogation they might have against the Tenant (either specifically or generally);

2.2.3 notify the Tenant promptly of all material variations; and

2.2.4 provide the Tenant with a summary of its main terms upon the Tenant's written request.

2.3 The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Building following destruction or damage by an Insured Risk.

2.4 The Landlord must use reasonable endeavours to obtain all consents necessary for the reinstatement of the Building and/or the Estate and promptly reinstate the Building following destruction or damage by an Insured Risk making up any shortfall in the insurance monies received out of its own funds. Reinstatement need not be identical if the replacement is similar in size, quality and layout (with any material change subject to the Tenant's approval such approval not to be unreasonably withheld or delayed).

2.5 Nothing in this **paragraph 2** imposes any obligation on the Landlord to insure or to reinstate tenant's fixtures forming part of the Premises, the Building or the Estate.

2.6 If there is destruction or damage to the Building by an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible and the Landlord notifies the Tenant within 12 months afterwards that the Landlord wishes to reinstate, **paragraphs 2.3 and 2.4** will then apply as if the damage or destruction had been caused by an Insured Risk.

3 Rent suspension

3.1 **Paragraph 3.2** will apply if the Building or the essential access to the Premises or the essential Conducting Media serving the Building are destroyed or damaged by any Insured Risk or Uninsured Risk so that the Premises are unfit for occupation or use or inaccessible. **Paragraphs 3.2 and 3.3** will not apply to the extent that the Landlord's insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant does or fails to do and the Tenant has not complied with **paragraph 1.1.3**.

3.2 Subject to **paragraph 3.1**, the Main Rent and Service Charge or a fair proportion of them, will not be payable from and including the date of damage or destruction until the earliest of:

3.2.1 the date that the Premises are again fit for occupation and use, accessible, connected to essential Conducting Media and ready to receive tenant's fitting out works; and

3.2.2 the end of the Risk Period; and

3.2.3 the End Date.

- 3.3 Following the date of the damage or destruction the Landlord will promptly repay any Main Rent and within 60 days any Service Charge paid in advance by the Tenant that relates to a period after the date of the damage or destruction. If the damage or destruction occurs prior to the Rent Commencement Date then following the reinstatement of the damage or destruction the equivalent to the rent free period unexpired at the date of the damage or destruction shall run from the date of reinstatement so that the Tenant receives the benefit of a full six (6) months' rent free period notwithstanding any suspension of rent due to damage or destruction.
- 3.4 Any dispute about the application of this **paragraph 3** will be decided at the request of either party by a single arbitrator under the Arbitration Act 1996.

4 Termination

- 4.1 If there is destruction or damage to the Building that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible:
- 4.1.1 if the damage or destruction is caused by an Uninsured Risk and:
- (a) the Landlord does not notify the Tenant within 12 months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that 12 month period; or
 - (b) the Landlord notifies the Tenant that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord;
- 4.1.2 if, when the Risk Period ends, the Building has not been reinstated sufficiently so that Premises are again fit for occupation and use and accessible, connected to essential Conducting Media and ready to receive tenant's fitting out works, either the Landlord or the Tenant may end this Lease immediately by notifying the other at any time after the end of the Risk Period but before such reinstatement has been completed.
- 4.2 For the purposes of **paragraphs 3.2.2 and 4.1.2**, if the damage or destruction is caused by an Uninsured Risk, the Risk Period will be treated as beginning on the date the Landlord notifies the Tenant of its wish to reinstate under **paragraph 2.6**.
- 4.3 If this Lease ends under **paragraph 4.1**:
- 4.3.1 that will not affect the rights of any party for any prior breaches;
 - 4.3.2 the Tenant must give vacant possession of the Premises to the Landlord; and
 - 4.3.3 the Landlord will be entitled to retain all insurance moneys.

SCHEDULE 5
Title Matters

1. Register entries

The matters contained or referred to in title number CB376926 other than financial charges as at 5 January 2021 timed at 16:50:22.

SCHEDULE 6

Underletting

1. Defined terms

This **Schedule 6** uses the following definitions:

“Approved Underlease”

- (a) an underlease approved by the Landlord and subject to any variations agreed by the Landlord in its absolute discretion;
- (b) lawfully excluded from the security of tenure provisions of the 1954 Act;
- (c) granted without any premium being received by the Tenant;
- (d) reserving a market rent, taking into account the terms of the underletting;
- (e) containing provisions for rent review at five yearly intervals and otherwise on the same terms as in **Schedule 2**;
- (f) containing provisions for change of use and alterations corresponding to those in this Lease;
- (g) prohibiting the assignment of part only of the Underlet Premises;
- (h) allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;
- (i) containing a covenant by the Undertenant not to create any sub-underlease of the whole or any part of the Underlet Premises;
- (j) containing provisions requiring the Undertenant to pay as additional rent the whole (or in the case of underletting of a Permitted Part, a fair and reasonable proportion) of the Insurance Rent, Service Charge and other sums, excluding the Main Rent, payable by the Tenant under this Lease;
- (k) containing any other provisions that are reasonable having regard to the terms of this Lease and the nature of the proposed Underlease; and

“Approved Undertenant”

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

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

“Permitted Part”

a part of the Premises where all the following conditions are satisfied:

- (a) the Landlord (acting reasonably) is satisfied that the part intended to be underlet and the remainder of the Premises will in each case be self-contained and capable of separate use and occupation;

- (b) the part intended to be underlet and the remainder of the Premises shall each have the benefit of and be subject to such easements and rights as shall in the opinion of the Landlord (acting reasonably) be necessary or appropriate;
- (c) no more than two (2) separate occupations shall subsist at any one time (including the occupation of the Tenant itself but excluding any underlease connected with the ATM and any sharing of occupation pursuant to clauses 4.15.5 and 4.15.6).

“Underlease”

the underlease granted following the approval of the Approved Underlease;

“Underlet Premises”

the premises let by an Underlease; and

“Undertenant”

the Approved Undertenant to whom the Tenant grants an Underlease.

2. Right to underlet

The Tenant may, with the Landlord’s consent, underlet the whole of the Premises or any Permitted Part by an Approved Underlease to an Approved Undertenant.

3. Obligations in relation to underleases

- 3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.
- 3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
- 3.3 On any review of the rent payable under any Underlease, the Tenant must review the rent of the Underlease in compliance with its terms.
- 3.4 The Tenant must not vary the terms or accept any surrender of any Underlease without the Landlord’s approval.

4. Underlease of ATM

Notwithstanding the other provisions of this Schedule 6, the Tenant may, without the Landlord’s consent, underlet the ATM at the Premises PROVIDED ALWAYS that security of tenure provisions of the 1954 Act are validly excluded from any such underlease.

EXECUTED as a **DEED** by the)
COUNTRYSIDE CAMBRIDGE)
ONE LIMITED acting by a)
director in the presence of:)

Director

Witness signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by the)
COUNTRYSIDE CAMBRIDGE)
TWO LIMITED acting by a)
director in the presence of:)

Director

Witness signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by those named)
below as attorneys for **SAINSBURY'S**)
SUPERMARKETS LTD both in the)
presence of:)

DocuSigned by:
Jamie Cowen
32B7B6DEB39B401...

Signature of authorised signatory

Jamie Cowen

Name of authorised signatory

DocuSigned by:
Jaime Powell
06C350E18C1C47A...

Signature of witness:

Jaime Powell

Name of witness:

Address: 30 Park Vieve
London
N21 1QX
.....

Jamie Cowen

I confirm that I was physically present when signed this deed.

DocuSigned by:
Jaime Powell
06C350E18C1C47A...

Signature of witness:

DocuSigned by:
David Pilbeam
1D7C034CF93C402...

Signature of authorised signatory

David Pilbeam

Name of authorised signatory

DocuSigned by:
Joanne Pilbeam
E190E1E31AAC453...

Signature of witness:

Joanne pilbeam

Name of witness:

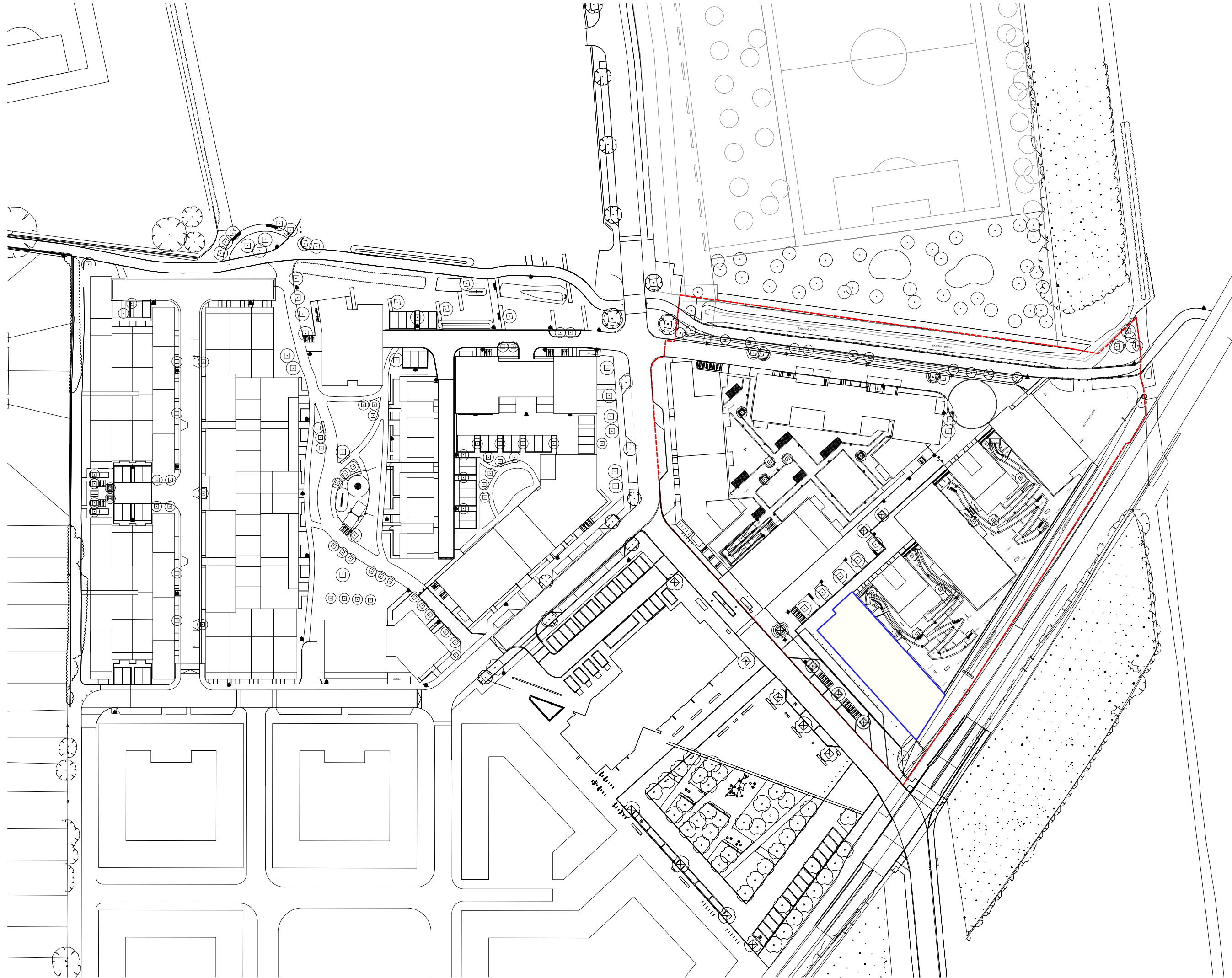
Address: The Firs, Butt Hill, Napton, warwickshire, CV47 8NE
.....

David Pilbeam

I confirm that I was physically present when signed this deed.

DocuSigned by:
Joanne Pilbeam
E190E1E31AAC453...

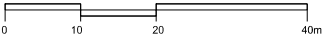
Signature of witness:



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NOTES:

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Refer to Landscape Plans For Further Information.

KEY:

Apartment block v



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David Pilbeam

1D7C034CF93C402...

PLAN 1

01	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

FOR CONSTRUCTION

Countryside Properties

Clay Farm
Parcels 8A + 8B

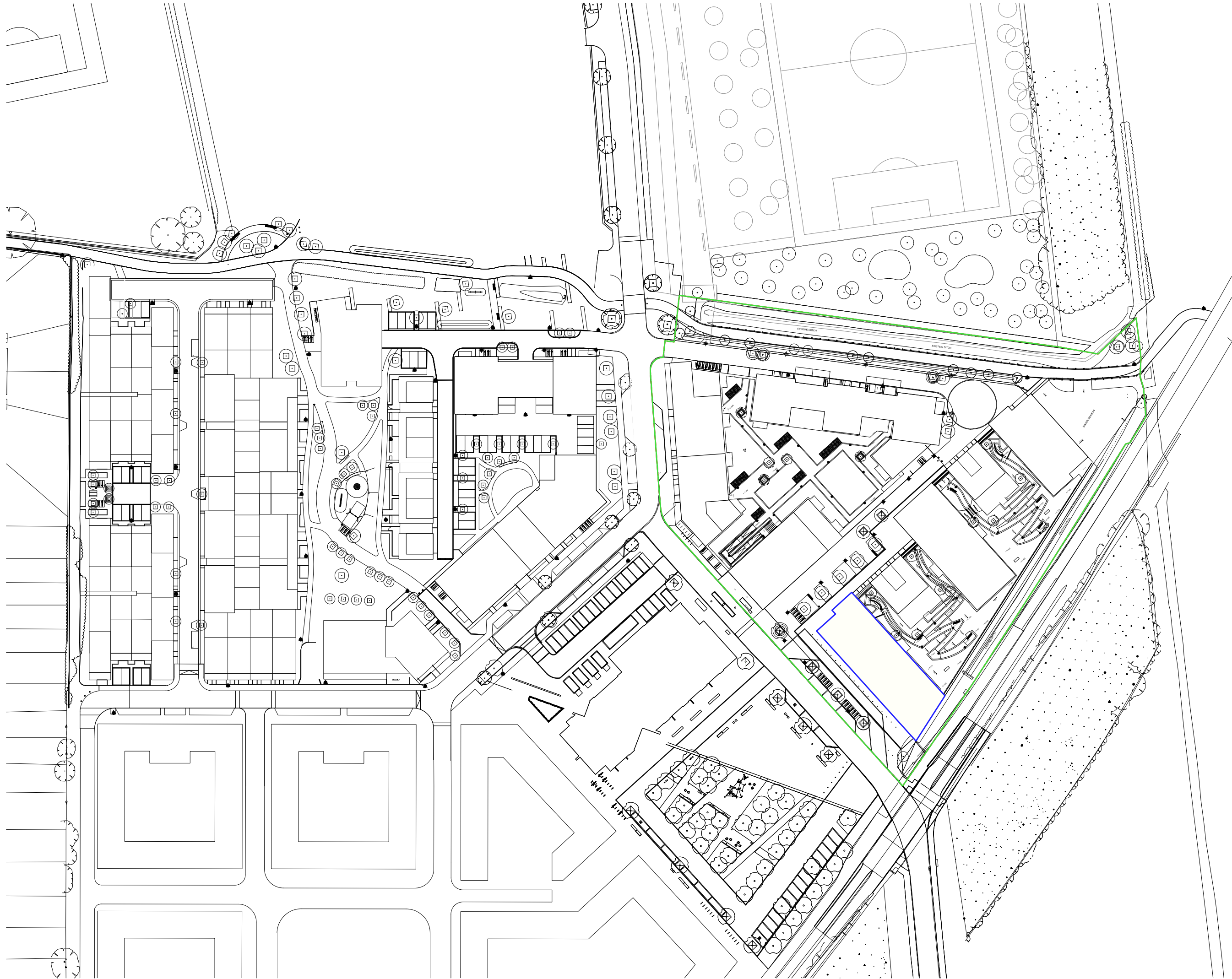
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Project no.	Dwg	Revision	
13600	A-8B_A_CV_SM_001	C1	

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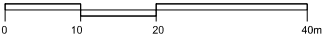
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KEY:

Estate

Block



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DocuSigned by:

David Pilbeam

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PLAN 2

C1	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

FOR CONSTRUCTION

Countryside Properties

Clay Farm
Parcels 8A + 8B

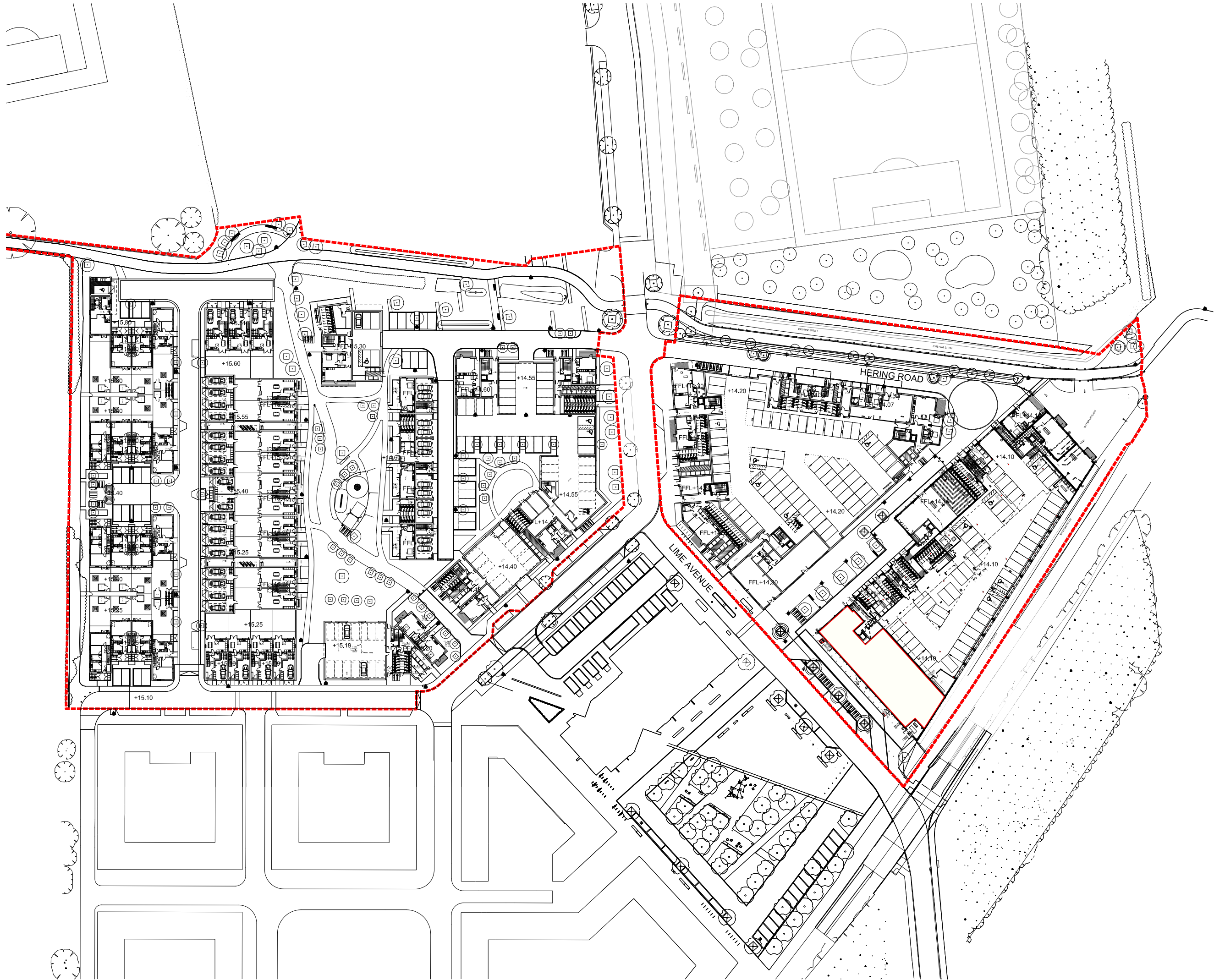
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1:1000@A3			
Project no.	Dwg	Revision	
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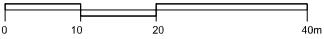
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Refer to Landscape Plans For Further Information.

All levels subject to detailed design.

Refer to Site Engineers plans for further information on site levels, drainage and road layouts.

Retail layout shown indicative.

Retail Units:
Final unit sizes, layout and details to be determined once occupiers secured.

Key

- Parcel Boundaries
- Premises extent

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32B7B6DEB39B401...

DocuSigned by:

David Pilbeam
1D7C034CF93C402...

PLAN 3

01	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

Status
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Countryside Properties

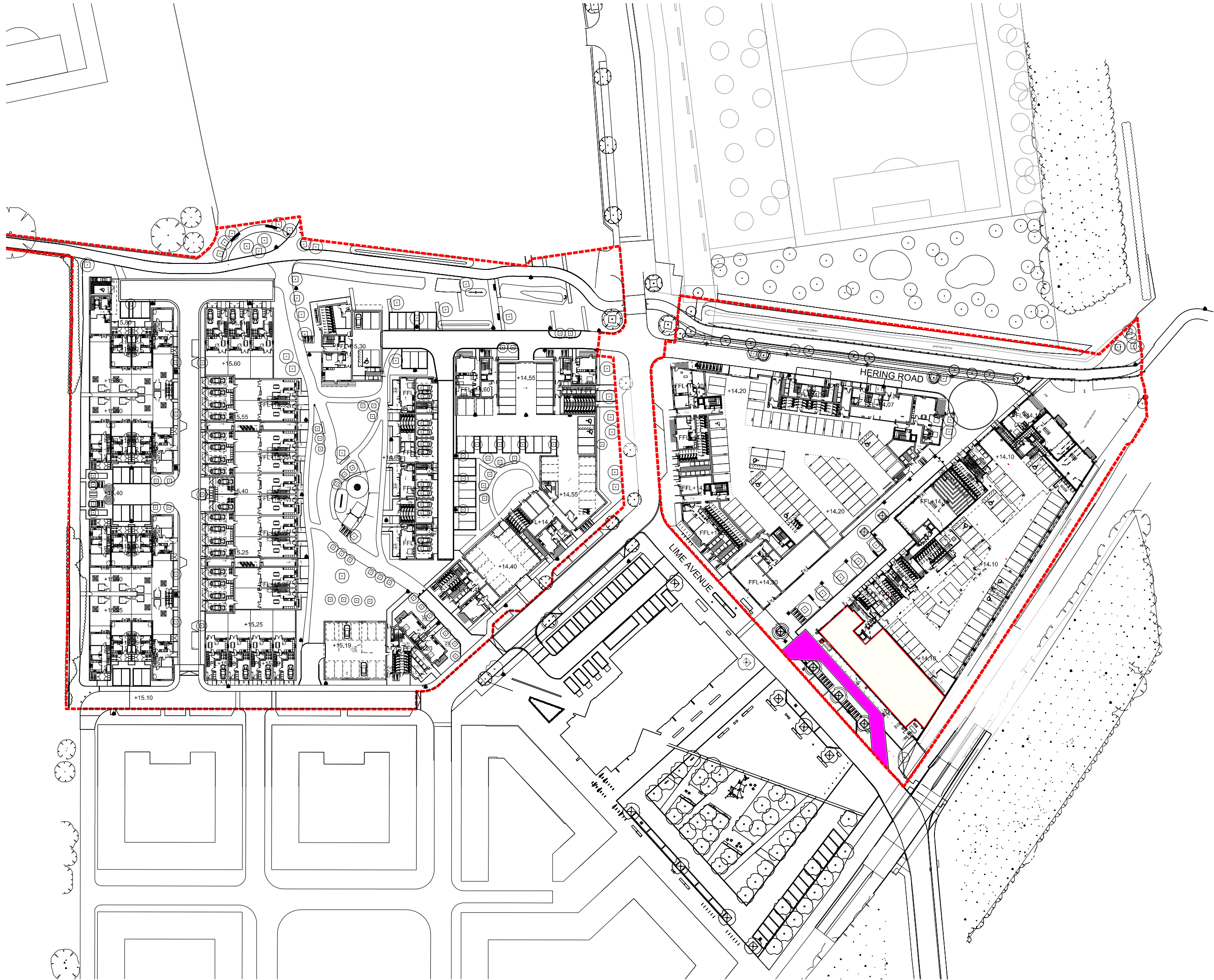
Project
Clay Farm
Parcels 8A + 8B

Drawing
Plan 3
Premises Plan

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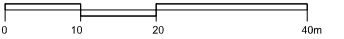
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 - Refer to Landscape Plans For Further Information.
 - All levels subject to detailed design.
 - Refer to Site Engineers plans for further information on site levels, drainage and road layouts.
 - Retail layout shown indicative.
 - Retail Units:
Final unit sizes, layout and details to be determined once occupiers secured.

- Key
- Parcel Boundaries
 - Premises extent
 - Loading Bay

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32B7B6DEB39B401...

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PLAN 4

C1	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

Status
FOR CONSTRUCTION

Client
Countryside Properties

Project
**Clay Farm
Parcels 8A + 8B**

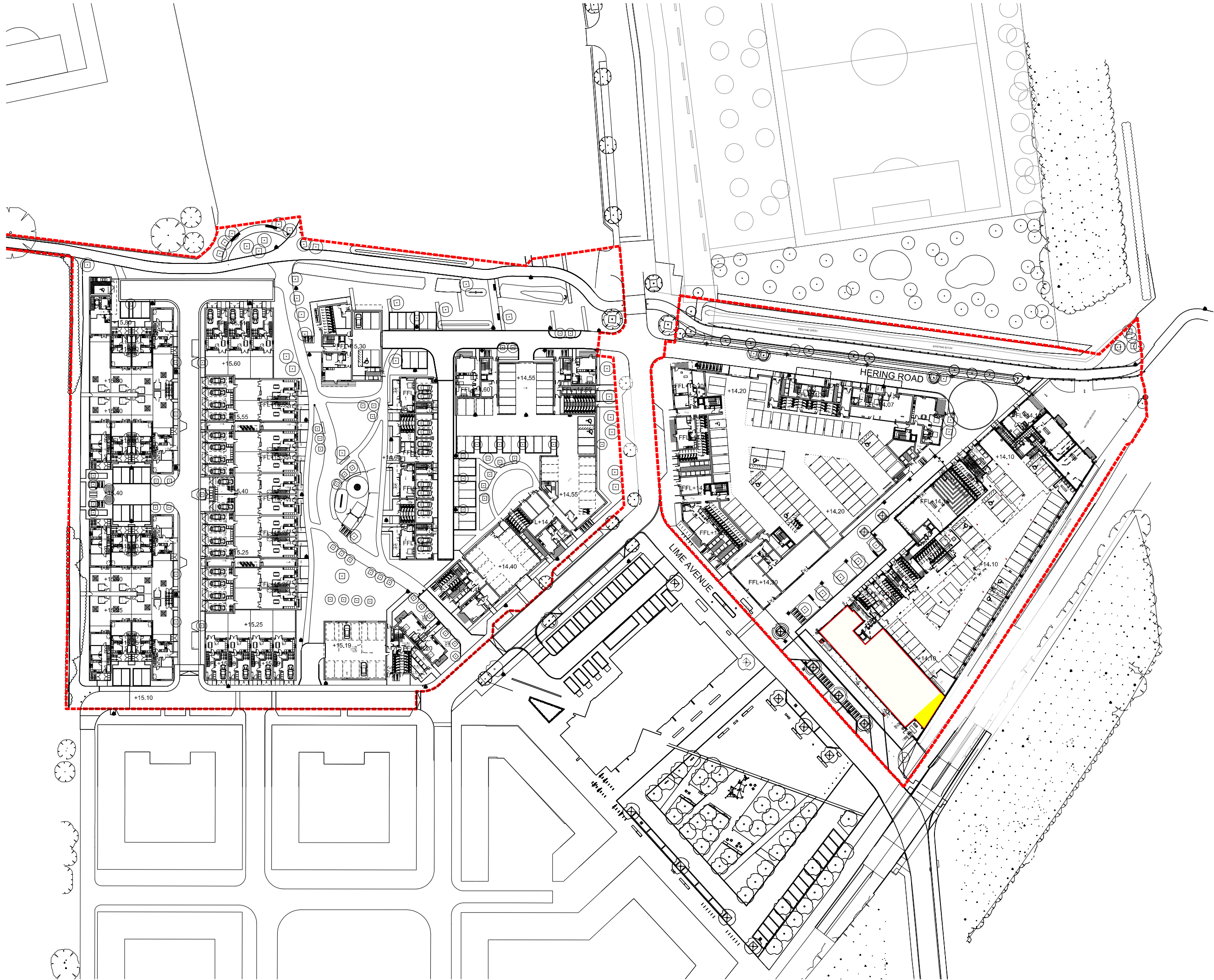
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**Plan 4
Loading Bay**

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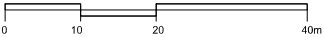
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All levels subject to detailed design.

Refer to Site Engineers plans for further information on site levels, drainage and road layouts.

Retail layout shown indicative.

Retail Units:
Final unit sizes, layout and details to be determined once occupiers secured.

Key

- Parcel Boundaries
- Premises extent
- Plant area and bin area

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PLAN 5

C1	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

Status
FOR CONSTRUCTION

Client
Countryside Properties

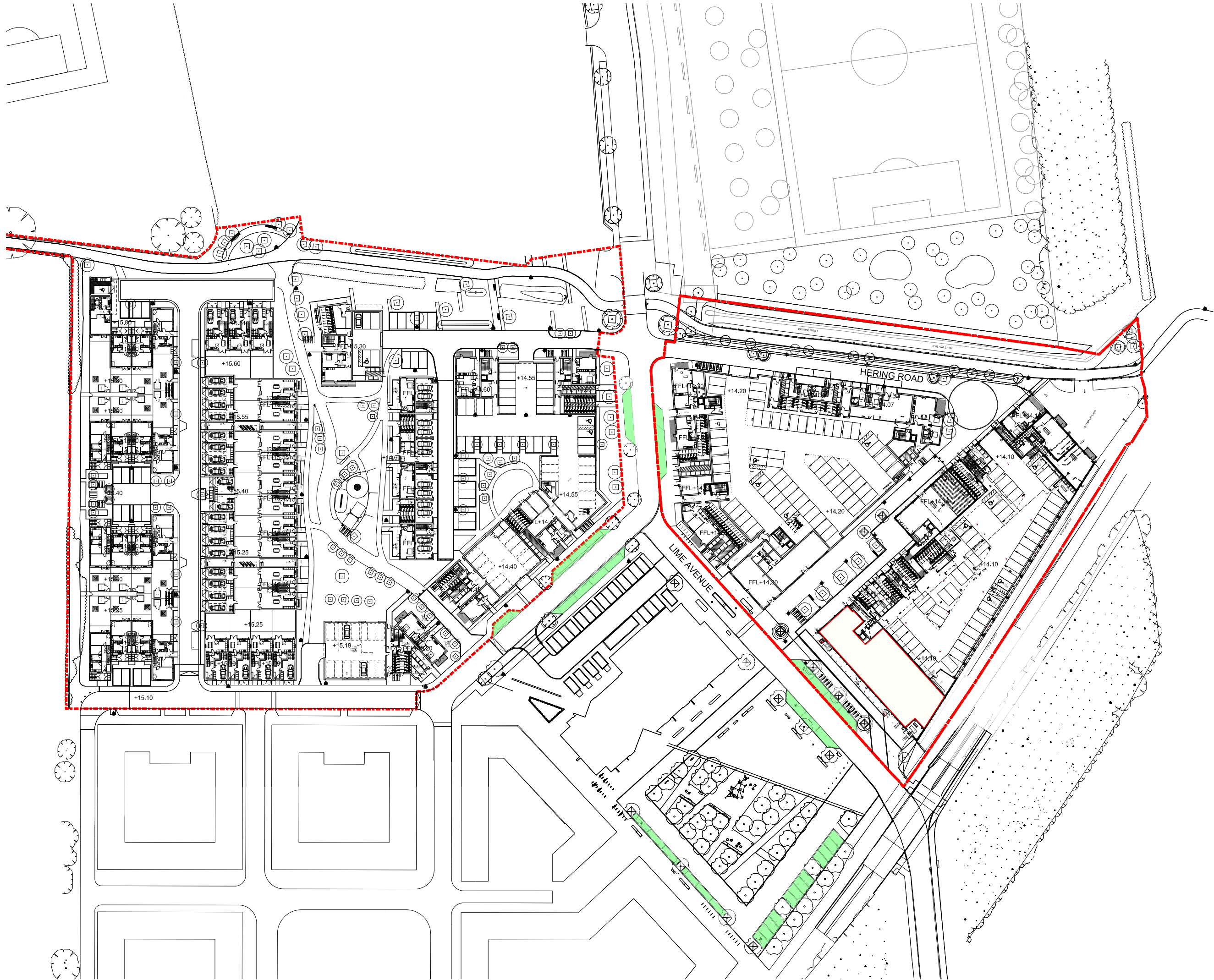
Project
Clay Farm
Parcels 8A + 8B

Drawing
Plan 5
Plant area and bin area

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Project no.	Dwg	Revision	
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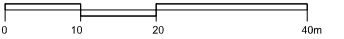
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All levels subject to detailed design.

Refer to Site Engineers plans for further information on site levels, drainage and road layouts.

Retail layout shown indicative.

Retail Units:
Final unit sizes, layout and details to be determined once occupiers secured.

- Key**
- Parcel Boundaries
 - Premises extent
 - Visitor Parking

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PLAN 6

C1	Updated to CPPLC comment	09-12-21	DH
Rev	Description	Date	Checked

Status
FOR CONSTRUCTION

Client
Countryside Properties

Project
**Clay Farm
Parcels 8A + 8B**

Drawing
**Plan 6
Visitor Parking**

Scale	Drawn	Date	Checked
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Project no.	Dwg	Revision	
13600	A-8B_A_CV_SM_006	C1	

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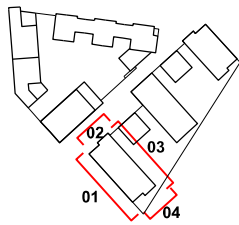
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Key
Signage Zone

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location key



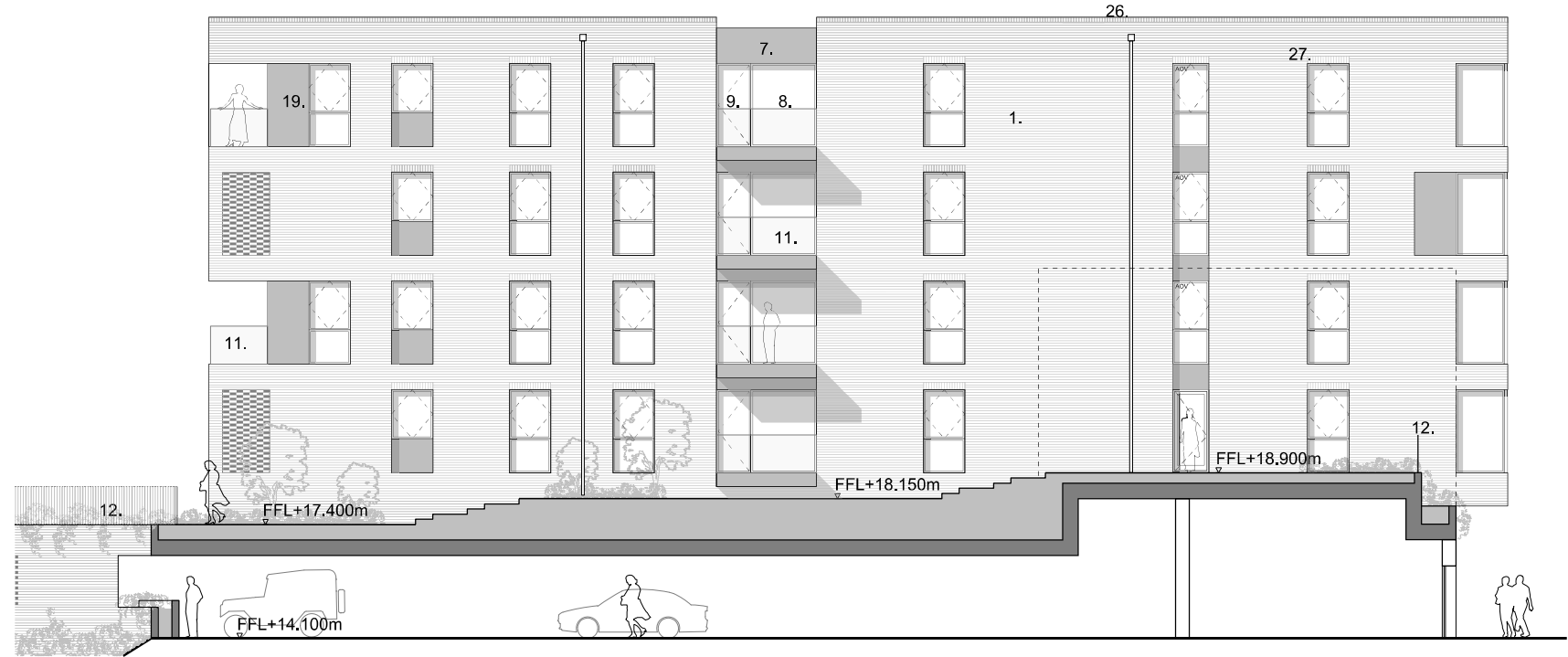
- Key
- 1. Brickwork Type 1 (Buff)
 - 1a. Brickwork Type 1a (Buff Profiled)
 - 2. Brickwork Type 2 (Red1 Profiled)
 - 3. Brickwork Type 3 (Red2)
 - 5. 'Aerated' brick wall (car park ventilation)
 - 6. Recessed brickwork
 - 7. Metal cladding
 - 8. Fixed glazing
 - 9. Openable glazing
 - 10. Glass entrance door
 - 11. Glass balustrade
 - 12. Metal balustrade
 - 13. Timber fence
 - 14. Brick garden wall
 - 15. Metal canopy
 - 16. Pergola and canopy
 - 17. Metal access doors
 - 18. Metal sliding garage door
 - 19. Metal panel (as part of window assembly)
 - 20. Integrating ventilation
 - 21. Timber entrance door
 - 22. Timber garage door
 - 23. Render
 - 24. Metal gate
 - 25. Dry riser Inlet
 - 26. Brick coping
 - 27. Brick lintel
 - 28. Timber cladding
 - 29. Sliding metal gate
 - 30. Glass screen
 - 31. Green Wall Wire Trellis



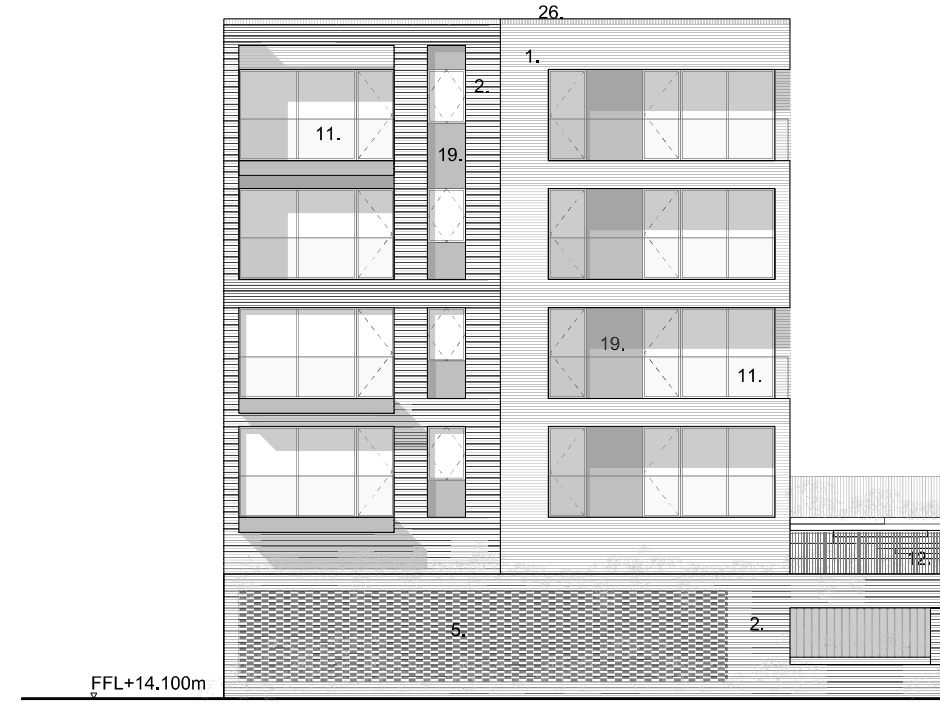
01 Elevation 1



02 Elevation 2



03 Elevation 3



04 Elevation 4

PLAN 7

C1	Note on levels removed	09-12-21	DH
Rev	Description	Date	Checked

Status
FOR CONSTRUCTION

Client
Countryside Properties

Project
Clay Farm
Parcels 8A + 8B

Drawing
Plan 7
Signage Zones

Scale	Drawn	Date	Checked
1:100@A1	JM	18-11-21	DH
1:200@A3			
Project no.	Dwg	Revision	
13600	A-8B_A_CV_SM_007	C1	

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