

TEGG 1 Limited
and
Guildford Business Café Limited
and
Jonathan Charles Croxford

Lease

Relating to

**Part Ground, First and Second Floors,
142-144 High Street, Guildford, Surrey**

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH

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Particulars of Lease (incorporating Prescribed Clauses)

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| LR1. Date of Lease (insert in full format) | <p style="text-align: center;">2019</p> |
| LR2. Title Number(s) | <p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>SY501077</p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p>None</p> |
| <p>LR3. Parties to this lease</p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p> | <p>Landlord</p> <p>TEGG 1 Limited whose registered office is at 30 City Road, London, United Kingdom, EC1Y 2AB (Company Registration Number 11314623)</p> <p>Tenant</p> <p>Guildford Business Café Limited whose registered office is at Woodhill House Vicarage Lane, Send, Woking, Surrey, England, GU23 7JN (Company Registration Number 11342961)</p> <p>Other parties</p> <p>Jonathan Charles Croxford of Woodhill House Vicarage Lane, Send, Woking, Surrey, England, GU23 7JN (Guarantor)</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> |
| <p>LR4. Property</p> <p><i>Insert a full description of the land being leased</i> <i>Or</i> <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i> <i>Exclusive use and physical exceptions from the lease should be included (eg. exclusive use of a parking space if demised or exceptions of mines and minerals).</i></p> | <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>Part Ground, First and Second Floors, 142-144 High Street, Guildford, Surrey shown edged red on Plan 1 attached to this lease and described in Schedule 1</p> |

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| <p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease (Do not refer to the individual section (s) or schedule(s) of the relevant Act).</i></p> | <p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None</p> |
| <p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> | <p>10 years from and including 1 February 2019</p> <p>To and including 31 January 2029</p> |
| <p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable. (Do not refer to the clause, schedule or paragraph in the body of the lease.) (In the absence of evidence of the VAT payable Land Registry will assume the consideration or premium and rent includes any VAT element)</i></p> | <p>None</p> |
| <p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p> | <p>This lease contains a provision that prohibits or restricts dispositions.</p> |
| <p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions. (If any contractual right(s) relates to land in registered title(s) other than the Landlord's title mentioned in LR2.1 Land Registry is only obliged to make an entry of the interest where the additional title number(s) have been listed in LR2.2).</i></p> <p><i>(Eg. Options)</i></p> <p><i>(Eg. Rights of pre-emption)</i></p> | <p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p> |

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| <p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert details of any restrictive covenants in the lease that bind land owned by the Landlord other than their reversionary interest in the land demised or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions. (If any restrictive covenants are referred to in LR10 ensure that the relevant title number is listed in LR2.2).</i></p> | None |
| <p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements. (Eg. Parking rights if not demised)</i></p> <p><i>(If any easements granted in the lease bind land in registered titles other than the Landlord's title mentioned in LR2.1 Land Registry is only obliged to make an entry of the interest where the additional titles have been listed in LR2.2 or a separate application is made).</i></p> <p><i>(In LR11.2 if any easements benefit land in registered titles other than the Landlord's title mentioned in LR2.1 Land Registry is only obliged to make an entry of the interest where the additional title numbers have been listed in LR2.2 or a separate application is made.)</i></p> | <p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Part 2 of Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Part 3 of Schedule 1</p> |
| <p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p> | None |
| <p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered.</i></p> <p><i>If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. (If the title number(s) against which the restriction is to be registered is not the new leasehold title or the Landlord's reversionary title then list the title(s) in LR2.2)</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p> <p><i>(A Form RX1 must be lodged to enter a non-standard restriction)</i></p> <p><i>(If the restriction affects only part of a title incorporate a description of the affected part within the standard wording of the restriction sufficient to identify the part of the title intended to be affected by the restriction either by a verbal description where the precise extent of that property can be identified on the Ordnance Survey major by reference to the plan attached to the lease)</i></p> | None |
| <p>LR14. Declaration of trust where there is more</p> | N/A. |

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| <p>than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p> <p><i>(This declaration relates to the original tenants named in LR3 only. Where the number of tenants is two or more and this panel is not completed Land Registry will enter a Form A restriction by default. If the Tenant is one person holding the property on trust an application may be made in clause LR13 for entry of a standard restriction in Form A.)</i></p> | |
| <p>LR15. Centre or Estate or Landlord's Remaining Property</p> | <p>The land and buildings known as 142-144 High Street, Guildford, registered at Land Registry under the Landlord's title referred to in Prescribed Clause LR2.1 and shown for identification edged red on Plan 2</p> |
| <p>LR16. Rent</p> | <p>(a) For the period from and including 1 February 2019 to and including 31 January 2020, Twenty Thousand Pounds (£20,000) per annum;</p> <p>(b) For the period from and including 1 February 2020 to and including 31 January 2022, Twenty One Thousand Five Hundred Pounds (£21,500) per annum;</p> <p>(c) For the period from and including 1 February 2022 to and including the end of the Contractual Term, Twenty Two Thousand Pounds (£22,000) per annum subject to increase in accordance with clause 6</p> |
| <p>LR17. Rent Review Date(s)</p> | <p>1 February 2024</p> |
| <p>LR18. Rent Commencement Date</p> | <p>1 February 2019</p> |
| <p>LR19. Permitted User</p> | <p>Use as a licensed bar within Class A3 and/or A4 of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this Lease)</p> |
| <p>LR20. Term Expiry Date</p> | <p>31 January 2029</p> |
| <p>LR21. Break Clause</p> <p><i>Omit or delete as applicable)</i></p> | <p>Tenant Only</p> |

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| LR22. 1954 Act Exclusion | No |
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This Lease is made on the date and between the parties specified in the Particulars

1. Definitions And Interpretation

In this deed where the context so admits:

1.1 Definitions

Base Rate the base lending rate from time to time of Barclays Bank Plc or (if not available) such comparable rate of interest as the Landlord reasonably specifies

Building the land and buildings known as 142-144 High Street, Guildford shown edged red on Plan 2 and includes all additions and alterations to them the Conduits in and/or serving them (except those belonging to any utility provider) and the landlord's fixtures fittings plant machinery apparatus and equipment in them

Building Systems lifts escalators water and space heating ventilation air conditioning lighting fire detection and control security energy efficiency and similar systems and related plant equipment and Conduits

Common Parts all parts of the Building which from time to time are not let or intended to be let to any occupational tenant including:

- (a) any office residential or other accommodation which is reserved from time to time for use by the building management staff
- (b) any areas or structures reserved from time to time for housing landlord's plant machinery or equipment or required for the provision of services to the tenants of the Building
- (c) all Conduits from time to time at or exclusively serving the Building except any that belong to a utility provider or are let or intended to be let to occupational tenants
- (d) the main structure of the Building including the roof foundations external walls cladding structural frame internal structural or load bearing walls and columns and structural slabs
- (e) boundary walls railings and fences and
- (f) all outdoor parts of the Building

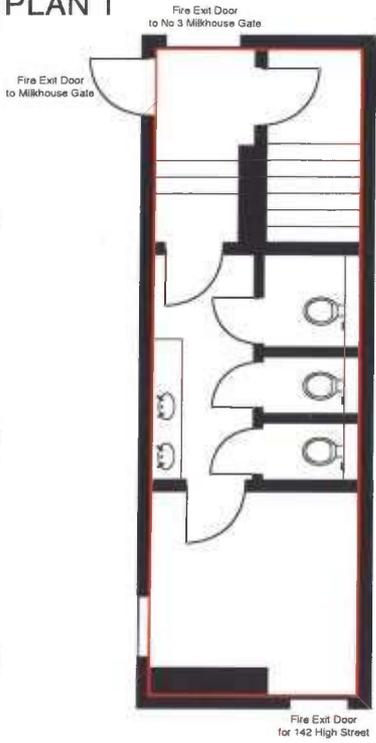
Conduits sewers drains pipes gullies gutters ducts mains channels wires cables fibres conduits flues

watercourses and any other conducting media for carrying gas electricity and electrical signals data in any form water air fuel soil and any other services including ancillary equipment fixings and structures

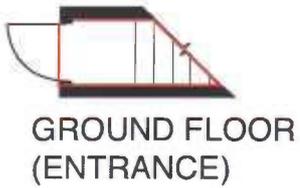
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| Contractual Term | the Contractual Term specified in the Particulars but subject to earlier termination as provided in this Lease |
| EPC | an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012) |
| Guarantor | the party (if any) named as Guarantor in the Particulars |
| Insurance Rent | <p>the following amounts:</p> <ul style="list-style-type: none">(a) the whole of the premium (including insurance premium tax) paid or payable by the Landlord for insuring the Principal Rent and the Service Charge in accordance with this Lease(b) a fair proportion (as determined from time to time by the Landlord's Surveyor) of the premium (including insurance premium tax) paid or payable by the Landlord for all other insurance policies which the Landlord is obliged or expressly permitted to effect under this Lease(c) a fair proportion (as determined from time to time by the Landlord's Surveyor) of the cost of valuations carried out for the purposes of such insurances (but not more than once in any three year period) and(d) the whole of any increased or additional premium for any insurance policy (whether or not relating to the Premises or the Building) resulting from any statement act or omission of the Tenant its undertenants or its or their employees agents or licensees |
| Insured Risks | (to the extent that each is from time to time ordinarily insurable at reasonable cost with reputable insurers in the London insurance market) fire storm tempest flood earthquake lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them riot civil commotion malicious damage bursting or overflowing of water tanks apparatus or pipes and such other risks as the Landlord may require (subject in all cases to such exclusions excesses limitations and conditions as are imposed by the insurers) |

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| Landlord | the party named as Landlord in the Particulars and includes the person from time to time entitled to the reversion immediately expectant on the Term |
| Landlord's Surveyor | the surveyor or managing agent from time to time appointed by the Landlord for the purposes of this Lease (who may be an employee or officer of or otherwise connected with the Landlord) |
| Lease | this deed and includes all licences consents variations agreements memoranda and other deeds and documents from time to time made between the Landlord and the Tenant in connection with or supplemental to this deed |
| Licensing Authorities | the person, body or authority competent to grant the relevant Trade Licences |
| Original Tenant | the party named as Tenant in the Particulars |
| Plan 1, Plan 2 etc. | the plans so numbered and annexed to this Lease |
| Particulars | the descriptions and terms on the page headed Lease Particulars which form part of this Lease |
| Planning Acts | the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 |
| Premises | the Premises described in the Particulars and in Part 1 of Schedule 1 |
| Premises Licence | any licence required under the Licensing Act 2003 for the use of the Premises for the Permitted User |
| Principal Rent | the Principal Rent stated in the Particulars subject to review as provided in this Lease |
| Prior Leases | together: <ul style="list-style-type: none"> (a) the lease of the Premises dated 26 March 2004 made between (1) Hillbond Limited and (2) Magnifico's Limited, (b) the lease of the Premises dated 7 October 2013 made between (1) Hillbond Limited and (2) Fahrenheit 55 Limited, and |

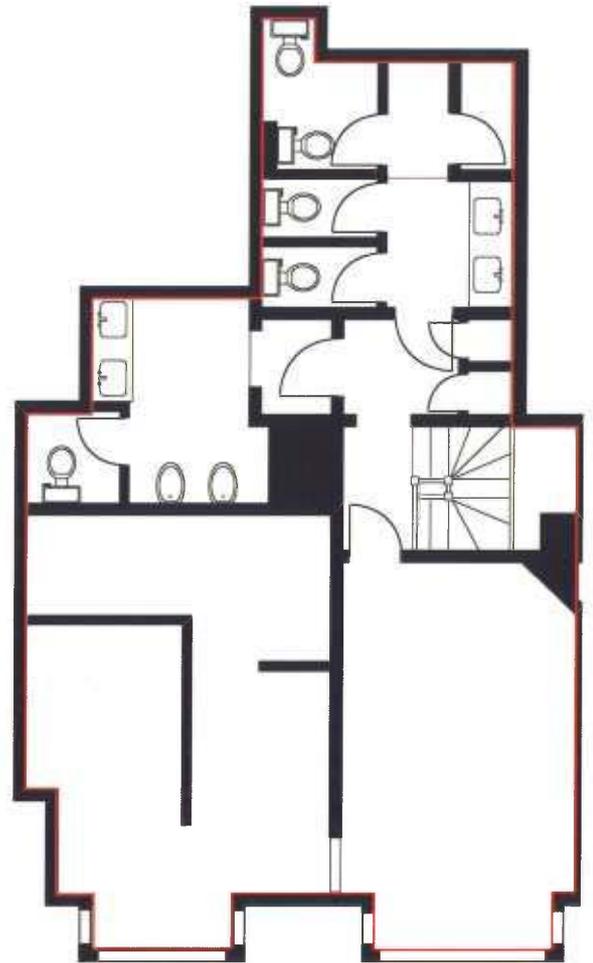
PLAN 1



GROUND FLOOR



FIRST FLOOR



SECOND FLOOR

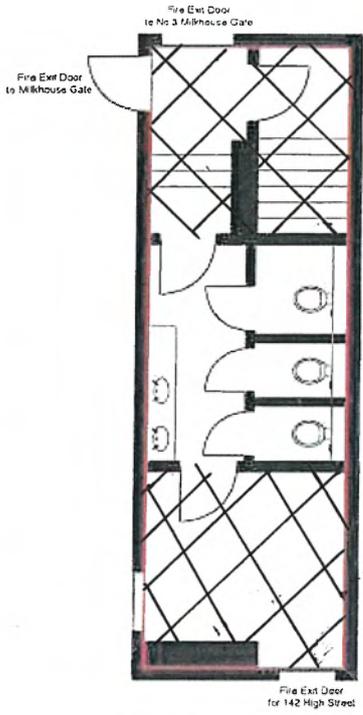
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| Property Address: 144 High Street, Guildford, Surrey GU1 3HJ | Scale: 1:100 unless stated otherwise |
| SEDLACEK DESIGN © 2014 07753 635053 Ref. 144HSG82013 <small>For any information on this plan please contact for clarification. DO NOT COPY OR SCALE</small> | |

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| PLAN 1 - Scale 1:100 |
|  Extent of Demised Premises |

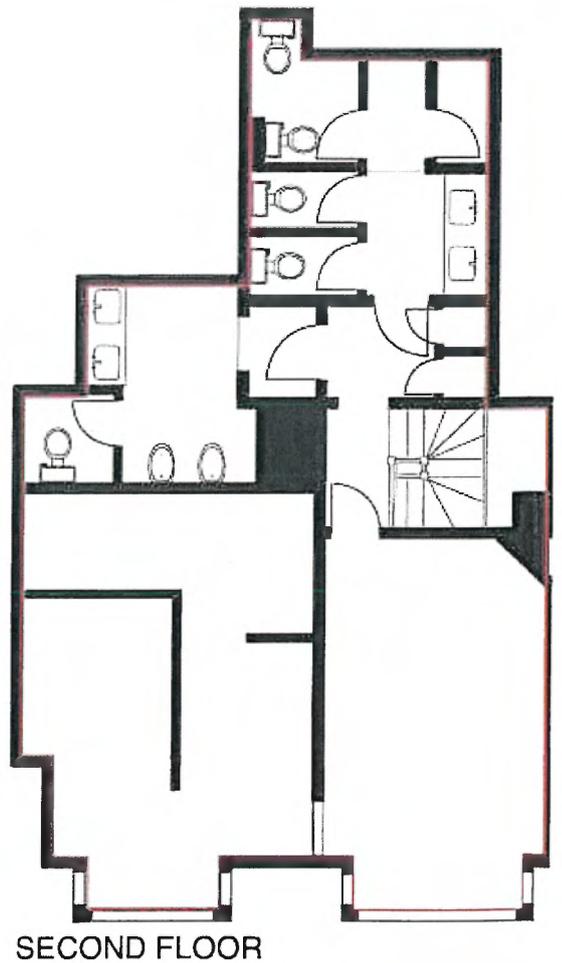
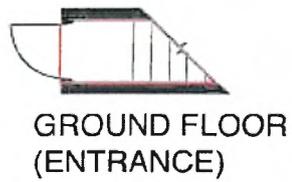


✕ C. J. Jaynes ✕

PLAN 3



GROUND FLOOR



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| Property Address: 144 High Street, Guildford, Surrey GU1 3HJ | Scale: 1:100 unless stated otherwise |
| | SEDLACEK DESIGN ©2014 07753 635053 Ref. 144HSG82013 <small>For any information on this plan please contact for clarification. DO NOT COPY OR SCALE</small> |

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| Scale 1:100 | |
|  | Extent of Demised Premises |



C. J. Jaynes

(c) the lease of the Premises dated 29 August 2014 made between (1) Hillbond Limited, (2) Fat Robin Bars Limited and (3) the Guarantor

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| Quarter Days | 25 March 24 June 29 September and 25 December in every year and Quarter Day means any of them |
| Service | a service item function or matter listed in Part 1 of Schedule 3 |
| Service Charge | the service charge payable by the Tenant in accordance with Schedule 3 |
| Tenant | the Original Tenant and its successors and assigns and all persons claiming through or under it |
| Term | the Contractual Term together with any statutory continuation of it |
| Trade Licenses | any licences, certificates, permits, undertakings, notifications or other consents or permissions required under any Act relating to the Permitted Use including the Premises Licence, whether or not any of them are in force or required at the date of this Lease |
| Use Class | a use class in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as originally enacted) |

1.2 Interpretation

- 1.2.1 A reference to a statute or statutory instrument includes any modification or re-enactment of it from time to time and every instrument order direction regulation bye-law permission licence consent condition scheme or rule made under it
- 1.2.2 If the Tenant or any guarantor for the Tenant is any time more than one person any reference to the Tenant or such guarantor includes a reference to each such person and any obligation of the Tenant or such guarantor is a joint and several obligation
- 1.2.3 A covenant by the Tenant not to do an act or thing includes a covenant not to permit or suffer such act or thing to be done
- 1.2.4 The headings in this deed and table of contents are for convenience only and do not form part of it and shall not affect the construction of this deed
- 1.2.5 References to a clause Schedule or Annexure are respectively to a clause of or a Schedule or Annexure to this deed
- 1.2.6 The ejusdem generis rule of construction shall not apply to this deed so general words shall not be given a restrictive meaning by reason of particular examples mentioned in this deed

1.2.7 An assignment made by deed shall be deemed to occur on the date of the deed of assignment and an underlease shall be deemed to have been granted not later than the date of the deed of underlease whether or not such deeds have been registered

1.2.8 References to the expiry or end of the Term or of the Lease are to its end however it may end

2. Lease And Rent

2.1 The Landlord leases to the Tenant the Premises together with the rights set out in Part 2 of Schedule 1 but except and reserving to the Landlord as mentioned in Part 3 of Schedule 1 and subject (so far as they affect the Premises and the rights granted by this Lease) to the restrictions obligations and encumbrances mentioned in the documents (if any) listed in Part 4 of Schedule 1 for the Contractual Term the Tenant paying to the Landlord by way of rent throughout the Term the following:

2.1.1 From and including the Rent Commencement Date the Principal Rent by equal monthly payments in advance on the 1st day of each calendar month in each year the first such payment to be made on the date of this Lease and

2.1.2 From and including the date of this Lease the Insurance Rent payable from time to time immediately on demand and

2.1.3 From and including the date of this Lease the Service Charge payable in accordance with Schedule 3

3. Tenant's Covenants

The Tenant covenants with the Landlord:

3.1 Registration

3.1.1 Promptly following the grant of this deed to make a valid application for registration of this deed at H.M. Land Registry (including submitting all necessary documents and fees)

3.1.2 With any application made from time to time by the Tenant to H.M. Land Registry for registration of the Lease (including any variation of it or other document between the Landlord and the Tenant in connection with or supplemental to this deed) to lodge on the Landlord's behalf such applications (if any) as the Landlord may reasonably require:

(a) for entries to be made in the registers at H.M. Land Registry relating to the Lease and the reversion immediately expectant on it to protect the interests of the Landlord which arise under the Lease or

(b) for the designation of this deed and/or any documents to be lodged in connection with its registration as exempt information documents

3.1.3 To give written consent to the registration in the registers of the title to the Lease of any proper entries to protect the interests of the Landlord which arise under the Lease

3.1.4 Within 14 days after completion by H.M. Land Registry of any application made by the Tenant for registration of the Lease or for registration in any register of any title of any entry in respect of the Lease or of any right or interest granted or reserved by it or for any withdrawal modification cancellation or removal of any such entry to supply to the

Landlord official copies (issued after completion of such application) of the registers and title plans of the titles affected by such application

3.2 To pay rents and other payments

3.2.1 To pay the rents reserved and other sums payable by the Tenant under this Lease as provided in this Lease without any deduction set off or counterclaim and if the Landlord from time to time so requires to pay the Principal Rent by banker's order or credit transfer to a bank account in the United Kingdom reasonably nominated by the Landlord

3.2.2 If no date is specified in this Lease for payment of any rent or other sum to pay it within 14 days of demand

3.3 Interest

Without prejudice to any other right remedy or power available to the Landlord:

3.3.1 If the Landlord does not receive any rent or other sum due to it under this Lease by the due date (whether or not such sum was formally demanded) to pay to the Landlord interest on the unpaid amount at 4% over Base Rate from and including the date when payment was due until the date of payment (both before and after any judgment)

3.3.2 If the Tenant is in breach of any obligation in this Lease and the Landlord refrains from demanding or refuses to accept payment of any rents or other sums so as not to waive that breach the Tenant will pay interest on such amount at 4% over Base Rate from and including the date when payment was due (or would have been due if demanded on the earliest date on which it could have been demanded) to the date when payment is accepted by the Landlord

3.4 To pay rates and outgoings

3.4.1 To pay all existing and future rates taxes charges assessments duties outgoings and impositions (whether or not of a capital or non-recurring nature but excepting taxes imposed on the Landlord in respect of rents reserved by this Lease or dealings with the Landlord's reversion) assessed charged or imposed on the Premises or on the owner or occupier thereof and to reimburse the Landlord in respect of any such rates taxes charges assessments duties outgoings and impositions paid by the Landlord including the proportion reasonably attributable to the Premises (as determined from time to time by the Landlord's Surveyor) of any such payments assessed charged or imposed in respect of any property of which the Premises form part

3.4.2 Immediately to notify the Landlord upon becoming aware of any rating valuation or any assessment for any rates tax charge duty outgoing or imposition relating to the Premises. Not to agree any such valuation or assessment without the Landlord's prior consent (which shall not be unreasonably withheld or delayed) and to take any steps reasonably required by the Landlord to contest any such valuation or assessment

3.4.3 If the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant shall make good such loss to the Landlord.

3.4.4 To pay for all gas electricity water drainage telecommunications and other supplies consumed on the Premises and all related charges (including charges for connection hiring and meters and standing charges)

3.5 Common Expenses

To pay a fair proportion (as determined by the Landlord's Surveyor) of the costs of inspecting repairing renewing maintaining cleaning clearing operating and lighting any structures roads paths areas Conduits facilities apparatus or landscaping used by or provided for the Premises in common with other premises

3.6 Value Added Tax

3.6.1 All rents and other payments to the Landlord under this Lease are exclusive of value added tax (or any similar tax which may be substituted for it or levied in addition to it) (VAT)

3.6.2 The Tenant will pay as a further rent in addition to and at the same time as the amounts stated in this Lease any VAT properly chargeable on such amounts in respect of supplies made under this Lease, which the Landlord shall provide the Tenant with a VAT invoice in respect of within 28 days of receipt of payment from the Tenant

3.6.3 An obligation to reimburse contribute (by way of Service Charge or otherwise) to pay or indemnify the Landlord against any cost expenses payment or amount includes an obligation to reimburse contribute to pay or indemnify the Landlord against any irrecoverable VAT on it

3.7 Repair Maintenance and Decoration

3.7.1 To Repair

(a) To repair the Premises and keep them in good and substantial repair and condition subject to clause 3.7.3(b)

(b) To keep the Premises in a condition so as not to adversely affect:

(i) the current energy efficiency the energy performance or asset rating of the Premises and/or the Building; or

(ii) the current efficiency of the Building Systems serving the Premises

3.7.2 Fixtures and Fittings

3.7.3 To replace by new articles of similar kind and quality all landlord's fixtures and fittings and carpets belonging to the Premises which become worn out or damaged beyond repair or Building Systems

(a) Except to the extent that the Landlord notifies the Tenant from time to time that the Landlord will repair or maintain any Building Systems:

(i) to keep any Building Systems which form part of the Premises properly maintained and in good working order in accordance with relevant operating and maintenance manuals and manufacturers' recommendations and

(ii) to enter into and maintain contracts with competent persons to inspect and maintain at appropriate intervals and to repair and if appropriate to renew or replace such Building Systems and

(iii) to maintain complete accurate and up-to-date health and safety files operation and maintenance manuals and certificates or records of tests

inspections and servicing in respect of such Building Systems and keep such documents available for inspection at the Premises

- (b) Not to repair maintain or adjust those Building Systems (or parts of Building Systems) which the Landlord has notified the Tenant will be repaired and maintained by the Landlord but to give notice to the Landlord immediately upon becoming aware of any defect disrepair or want of maintenance regarding them

3.7.4 Decoration

- (a) Whenever necessary and in any event not less often than every fifth year of the Term and also in the last six months of the Term in a good and workmanlike manner with good quality materials in accordance with any relevant manufacturer's instructions to prepare and to paint clean or otherwise treat as may be appropriate the parts of the Premises usually or requiring to be painted cleaned or otherwise treated
- (b) Such painting or treatment of all works of decoration:
 - (i) which are external or externally visible from outside the Premises; and
 - (ii) which are internal and effected in the 12 months preceding the end of the Term

is to be approved by the Landlord

3.7.5 To clean windows

To clean the windows at the Premises as often as may be reasonably necessary taking all necessary precautions to avoid damage to the window frames and properly making good and such damage

3.8 Not to overload

Not to overload the floors ceilings roof structure Building Systems or any installations or Conduits at or serving the Premises and in particular:

- (a) not to bring in any safe or other heavy article without first obtaining the approval of the Landlord to its siting in the Premises; and
- (b) not to bring in or remove any furniture or bulky articles from the Premises between the hours of 0900 and 1800

3.9 To repair on notice

3.9.1 To make good any defect in repair maintenance decoration cleansing or condition of the Premises for which the Tenant is liable under this Lease within two months after service on the Tenant of a notice specifying such defect (or sooner if the Landlord reasonably requires)

3.9.2 If the Tenant fails to make good such defect within such period to allow the Landlord to enter the Premises and make good such defect and the costs to the Landlord of and incidental to making good such defect shall be repaid by the Tenant to the Landlord as a debt

3.10 To yield up

3.10.1 Before the end of the Term:

- (a) (except to the extent released in writing by the Landlord) to remove all internal non-structural partitioning and all tenant's fixtures fittings and signs at the Premises and to reinstate any works which accommodated them and
- (b) unless the Landlord otherwise requires to remove such other alterations made during the Term and under the Prior Leases or any preceding period of occupation by the Tenant as the Landlord may require and reinstate the Premises to their layout design and condition prior to the carrying out of such alterations as the Landlord shall direct PROVIDED THAT the Tenant shall not be required to reinstate but shall maintain and redecorate the external terrace forming part of the Premises shown cross-hatched black on Plan 3 and
- (c) to block up the two doorways linking the 'Alley Bar' to the Premises and
- (d) to make good all damage caused by such works

and all such works shall be carried out in a good and workmanlike manner using good quality materials and to the Landlord's reasonable satisfaction

3.10.2 At the end of the Term:

- (a) quietly to yield up the Premises with vacant possession clean and tidy and in such state condition repair and decoration as is required by this Lease
- (b) to deliver to the Landlord any health and safety files operation and maintenance manuals guarantees and test inspection and servicing certificates and records in respect of the Premises and of the Building Systems fixtures and fittings at the Premises
- (c) to procure the closure of any registered title relating to this Lease or to any estate or interest derived out of this Lease and
- (d) to withdraw remove cancel or procure the withdrawal removal or cancellation of every entry in any register which protects this Lease or any right or interest granted by it or derived out of it

3.10.3 By way of security the Tenant hereby irrevocably appoints the Landlord its attorney to make all applications and to execute sign deliver and lodge all documents and consents and to do all other things required to discharge the Tenant's obligations in clauses 3.10.2(c) and 3.10.2(d)

3.10.4 If the Tenant fails to comply with clause 3.10.1 or 3.10.2 to pay to the Landlord the cost to the Landlord of remedying the breach (including all professional fees incurred) and also a sum calculated at a rate equal to the several rents payable under this Lease immediately prior to the end of the Term in respect of a reasonable period to remedy the breach

3.11 Conduits Common Parts and Utility Services

3.11.1 Not to cause any obstruction or damage to any Conduits in or serving the Premises nor to any Common Parts or land over which the Tenant enjoys any rights or amenities nor to any part of the Premises over which rights are enjoyed by others and (in each case)

promptly to remove any such obstruction and repair any such damage to the Landlord's reasonable satisfaction and in accordance with the requirements or recommendations of any relevant utility company or authority

3.11.2 Not to and to take reasonable steps to ensure that the Tenant's visitors do not park vehicles at the Building except in accordance with any rights expressly granted by this Lease

3.11.3 To comply with any traffic management scheme from time to time in force at the Building

3.11.4 Not to increase the consumption or capacity of any utility services at or provided for the Premises beyond the amounts allocated to the Premises by the Landlord if to do so would in the Landlord's reasonable opinion reduce the capacity of the utility services provided or intended for the remainder of the Building below the amounts allocated to the remainder by the Landlord

3.12 Legal obligations

3.12.1 To comply promptly with all present and future legal requirements (including common law statutes statutory instruments European Union law regulations and directives and all orders directions schemes rules permissions and notices under them) so far as they affect the Premises or their use or occupation

3.12.2 To carry out any works and things required by legal requirements to be carried out (whether by the Landlord or the Tenant or any occupier) at or with regard to the Premises

3.12.3 To indemnify the Landlord against all liability claims costs expenses and penalties arising out of or in connection with such legal requirements works or things

3.12.4 To give notice to the Landlord immediately upon becoming aware of any defect in the Premises which might give rise to any obligation of the Landlord under any legal requirement

3.13 Notices

3.13.1 To deliver to the Landlord a copy of every notice order direction consent permission refusal or similar communication affecting the Premises the Building or the exercise of rights granted by this Lease within 7 days of receipt by the Tenant

3.13.2 To make or join the Landlord in making such objections representations or appeals against or in respect of any such notice or other communication as the Landlord may reasonably require

3.14 Planning Acts

3.14.1 Not without the previous consent of the Landlord (which shall not be unreasonably withheld or delayed in the cases of alterations or a change of use permitted under this Lease) to:

(a) make any application or appeal pursuant to the Planning Acts or

(b) implement any planning permission or listed building consent

affecting the Premises or the Building and not to object to any such application or appeal made by or on behalf of the Landlord

- 3.14.2 Before the end of the Term to carry out and complete all the works permitted by and comply with all the conditions imposed by any planning permission for development at the Premises begun before the end of the Term (including works and conditions which the planning permission allows to be carried out and fulfilled after the end of the Term)
- 3.14.3 That notwithstanding that any use or operation may now or at any time not be permitted under the Planning Acts the Tenant shall remain fully bound and liable to the Landlord under this Lease without compensation or relief
- 3.15 Fire authority requirements
 - 3.15.1 To comply with all requirements and recommendations of the appropriate authority in relation to fire precautions and emergency exits
 - 3.15.2 To keep installed in the Premises in compliance with legal requirements fire fighting and extinguishing apparatus and fire alarms compatible with and if required by the Landlord connected to the fire detection safety and control systems for the remainder of the Building
 - 3.15.3 Not to obstruct the access to or means of working such apparatus or the emergency exit routes
- 3.16 Easements
 - 3.16.1 Not to permit or suffer any encroachment or public or private right or easement to be acquired over the Premises
 - 3.16.2 Not to obstruct stop up or darken any window or opening at the Premises nor acknowledge that any right is enjoyed by consent
 - 3.16.3 To preserve all easements and rights enjoyed by the Premises
 - 3.16.4 Immediately to notify the Landlord if any easement enjoyed by the Premises is obstructed or any new easement affecting the Premises is made or attempted
- 3.17 Entry by Landlord

To permit the Landlord and all persons authorised by it at all reasonable times and on prior reasonable notice (except in emergency) to enter the Premises in order to:

 - 3.17.1 view measure and value the Premises and inspect and record their condition
 - 3.17.2 remedy any breach of the Tenant's obligations under this Lease
 - 3.17.3 carry out any assessment or inspection necessary to prepare an energy performance certificate and recommendation report, a display energy certificate and advisory report or any air conditioning report
 - 3.17.4 exercise any rights reserved by this Lease comply with any of the Landlord's obligations under this Lease or perform any of the services works and functions mentioned in Schedule 3

provided that the person exercising such rights shall cause as little inconvenience as reasonably practicable in the exercise of such rights and shall make good all damage to the Premises caused by such entry

3.18 Alterations

3.18.1 Prohibited Alterations

- (a) No alteration or addition to the Premises shall be made which affects the structure exterior or Building Systems of the Building
- (b) The Premises shall not be merged with any adjoining premises
- (c) The floor area of the Premises shall not be increased

3.18.2 Alterations requiring consent

Subject to clause 3.18.1 no other alterations or additions shall be made to the Premises without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed)

3.18.3 Covenants concerning alterations

Before any alterations or additions permitted under this Lease are made the Tenant will enter into such covenants as the Landlord reasonably requires with regard to their execution and the reinstatement of the Premises at the end of the Term or otherwise

3.18.4 Conformity to Professional and Suppliers' Standards

Any alterations or additions shall be carried out in accordance with all relevant codes of practice and the terms conditions and recommendations of the relevant suppliers manufacturers and statutory and professional bodies

3.18.5 Conformity to Drawings and Specifications

Alterations and additions to the Premises shall be carried out only in accordance with drawings and specifications previously submitted to and where required by this Lease approved by the Landlord (such approval not to be unreasonably withheld or delayed) and the Tenant shall immediately on notice being given by the Landlord in that behalf remove any alterations or additions made or erected in breach of this clause 3.18 and reinstate the Premises to their former state and condition

3.19 Signs and Equipment

3.19.1 No sign flag fascia placard bill notice or other notification whatsoever ('Sign') shall be placed or affixed on or to the exterior of the Premises or in such position as to be visible from outside the Premises except for two signs stating the Tenant's name on the shop fascia the size design and location of such sign to be first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and the Tenant using materials approved by the Landlord to provide uniformity throughout the Building and obtaining all necessary approvals from any relevant authority

3.19.2 Not to erect any pole mast aerial or dish on the outside of the Premises except in such position as the Landlord reasonably specifies nor without the Landlord's consent (not to be unreasonably withheld or delayed)

- 3.19.3 At the end of the Term to remove any Sign post mast aerial or dish and make good any damage caused to the satisfaction of the Landlord
- 3.19.4 All plant and machinery at the Premises shall be screened or otherwise concealed so that it is not visible from outside the Premises
- 3.20 Environmental Matters
- 3.20.1 Not to cause suffer or permit the introduction to or accumulation at the Premises of any poisonous noxious or polluting substance in such quantity or in such manner as to be a hazard to human health or to the environment but promptly to remove or eliminate any such substance
- 3.20.2 Not to cause suffer or permit any release escape or seepage of any poisonous noxious or polluting substance at or from the Premises and to notify the Landlord promptly upon becoming aware of any such occurrence and to remove or eliminate such substance and restore the Premises the Building and any contiguous land (including water and air) to the same state and condition as prior to such release escape or seepage
- 3.20.3 Not to cause suffer or permit the introduction release escape or seepage of any poisonous noxious or polluting substance to at or from any other part of the Building and to notify the Landlord promptly upon becoming aware of any such occurrence
- 3.20.4 To indemnify and save harmless the Landlord from and against any actions proceedings costs claims expenses damages losses and demands arising from any breach of clause 3.20.1, clause 3.20.2 or clause 3.20.3
- 3.21 Nuisances etc
- 3.21.1 Not to do bring or keep on or emit from the Premises or any land over which the Tenant enjoys rights or amenities anything which is or may cause nuisance damage disturbance or annoyance to any person or which may be injurious to the value tone amenity or character of the Premises the Building or any adjoining or neighbouring premises
- 3.21.2 Not to place or leave any goods materials refuse or containers on any Common Parts (except in accordance with clause 3.21.4)
- 3.21.3 Not to keep any bird or animal on the Premises and that no drugs shall at any time unlawfully be on the Premises
- 3.21.4 To place all refuse in appropriate receptacles in a suitable area allocated for that purposes and procure the removal of all refuse at reasonable intervals
- 3.21.5 Not to amplify any sound so as to be audible outside the Premises nor to operate any machinery or equipment which is unduly noisy or causes vibration
- 3.21.6 Not to cause any obstruction to the forecourt or pavement outside the entrance doors to the Premises or shop front of the ground floor premises in the Building
- 3.22 Restrictions on use
- 3.22.1 That the Premises shall not be used:
- (a) for any use which is illegal immoral dangerous noisy or offensive or

- (b) for residential purposes or
 - (c) for any auction public meeting or public exhibition or any business or office at which the general public call without appointment
 - (d) as an employment agency, an amusement arcade, a sex shop or a shop for the sale of pornographic publications, a wet fish shop, take away hot food shop, video shop, leisure centre, a shop for the sale of second hand goods or clothes, a turf commission agent or betting agent, a restaurant, snack bar, café or eating place or a club
- 3.22.2 That the Premises shall not be used otherwise than for the Permitted Use specified in the Particulars
- 3.23 Maintenance of Trade Licences
- 3.23.1 The Tenant must ensure that all Trade Licences required for the Permitted User remain in force during the Term in the name of the Tenant or, where a Trade Licence has to be held by an individual, in the name of the Tenant's nominee.
- 3.23.2 The Tenant must apply for and take reasonable steps to obtain renewals of the Trade Licences and pay any fees required for their renewal.
- 3.23.3 The Tenant must comply with all undertakings given to the Licensing Authorities in respect of the Premises and must comply with all conditions lawfully contained in the Trade Licences.
- 3.23.4 Where required, the Tenant must obtain the consent of the Licensing Authorities to any alterations or improvements to the Premises.
- 3.23.5 The Tenant must give notice of and provide copies to the Landlord as soon as reasonably practicable of any:
- (a) undertakings given and conditions agreed in respect of the Premises or the Trade Licences;
 - (b) notices that may have an effect on the Trade Licences; and
 - (c) complaints or warnings received by the Tenant in respect of the Premises or the Permitted User whether from the police, the Licensing Authorities or any other person or body.
- 3.23.6 The Tenant must not do or omit to do anything on the Premises that would have an adverse effect on the Trade Licences, their renewal or the use of the Premises for the Permitted User.
- 3.23.7 The Tenant must ensure that all persons named as licensees on the Trade Licences (including any individual specified on the Premises Licence as the designated premises supervisor) comply with the provisions of clause 3.23, clause 3.24 and clause 3.25
- 3.24 Variations to Trade Licences
- 3.24.1 Subject to clause 3.24.2, the Tenant must not without the Landlord's consent:
- (a) apply to the Licensing Authorities for the grant, variation, or renewal of a Trade Licence or the insertion of any conditions in any Trade Licences; or

- (b) give any undertakings or assurances or agree to the addition of conditions in connection with the grant, variation or renewal of any Trade Licences
- 3.24.2 Consent will not be required under clause 3.24.1 for the variation of a Premises Licence where the variation is required solely to substitute a new designated premises supervisor in the Premises Licence in place of an existing designated premises supervisor
- 3.25 Transfer of Trade Licences
 - 3.25.1 The Tenant must not, without the Landlord's consent, transfer or surrender or attempt or agree to transfer or surrender any Trade Licences, allow them to lapse or attempt to remove them to other premises.
 - 3.25.2 At the end of the Term the Tenant must do everything reasonably required by the Landlord (including attending any hearing or meeting of the Licensing Authorities) to:
 - (a) transfer any of the Trade Licences to the Landlord or its nominee; or
 - (b) obtain for the next occupier of the Premises any order or other authority to enable them to carry out the Permitted User from the Premises as soon as reasonable possible.
 - 3.25.3 The Landlord or its nominee (or the next occupier of the Premises or its nominee) may at the Tenant's cost:
 - (a) do all things necessary to renew or transfer the Trade Licences if the Tenant breaches clause 3.25.2; or
 - (b) appeal against any refusal by the Licensing Authorities to renew or transfer the Trade Licences
- 3.26 Alienation generally
 - 3.26.1 Mortgaging and charging

Not to mortgage or charge the whole or any part of the Premises except for a mortgage or charge of the whole of the Premises at arm's length to a bank or other financial institution for the bona fide purpose of raising finance for the Tenant's business with the Landlord's prior written consent (not to be unreasonably withheld or delayed)
 - 3.26.2 Other alienation

Not to assign underlet part with or share the possession or occupation of create any trust in respect of or permit any person to occupy the whole or any part of the Premises except by an assignment in accordance with clause 3.27 or by an underletting in accordance with clause 3.28
- 3.27 Assignment
 - 3.27.1 No assignment of part

Not to assign part of the Premises
 - 3.27.2 Consent to assignment

Not to assign the whole of the Premises without the prior consent of the Landlord which shall not be unreasonably withheld or delayed subject to clauses 3.27.3 and 3.27.4

3.27.3 Circumstances in which consent may be withheld

Without prejudice to any right of the Landlord to withhold consent for other reasons for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may withhold consent if any of the following circumstances applies:

- (a) in the Landlord's reasonable opinion the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants in this Lease or
- (b) the proposed assignee (i) is a member of the same group of companies as the Tenant within the meaning of Section 42 of the Landlord and Tenant Act 1954 and (ii) in the reasonable opinion of the Landlord is of financial standing and substance inferior to that of the Tenant applying for consent to assign (assessed in the case of the Tenant applying for consent to assign at the date when it acquired this Lease but adjusted to present day value) or
- (c) any rent or other sums payable to the Landlord under this Lease are unpaid after the due date for payment or there is subsisting a material breach of any of the Tenant's covenants in this Lease or
- (d) the proposed assignee or any proposed guarantor enjoys diplomatic or state immunity in respect of liability under this Lease or under the proposed guarantee

3.27.4 Conditions of consent

Any consent given by the Landlord to any proposed assignment shall for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 be subject to conditions (unless expressly excluded) that:

- (a) the assignee covenants with the Landlord to pay the rents and perform the Tenant's covenants in this Lease for the remainder of the Term until released by the Landlord and Tenant (Covenants) Act 1995 and
- (b) the Tenant not later than the date of the proposed assignment enters into an authorised guarantee agreement in the terms of the Deed of Guarantee set out in Part 1 of Schedule 2 including if the authorised guarantee agreement is to be guaranteed the provisions set out in Part 2 Schedule 2 but with the variations set out in Part 3 Schedule 2 and with such other variations as the Landlord may reasonably require and
- (c) if the Landlord reasonably so requires a guarantor reasonably acceptable to the Landlord covenants with the Landlord in the terms of the Deed of Guarantee set out in Part 1 of Schedule 2 but with the variations set out in Part 3 of Schedule 2 and with such other variations as the Landlord may reasonably require and
- (d) any agreement to exclude the provisions of Sections 24-28 of the Landlord and Tenant Act 1954 in relation to any tenancy which may be granted pursuant to any of the aforementioned guarantees will be valid and enforceable

3.28 Underletting

3.28.1 Definitions

In this clause 3.28 the expression **underlease** includes any sub-underlease or other interest derived out of the Term and any agreement for any underlease sub-underlease or other such interest (and **undertenant** and **underlet** have corresponding meanings)

3.28.2 Conditions for Underletting

No premium shall be taken for the grant of any underlease and no underlease shall be created unless:

- (a) the Landlord has first given its consent to the underletting (which shall not be unreasonably withheld or delayed) and
- (b) the underlease is of the whole of the Premises and
- (c) the rent payable under the underlease is not less than the open market rack rental value of the underlet premises on a letting on the same terms as the underlease is payable no more than one quarter in advance and is to be subject to upward only reviews to correspond in time and effect with the rent reviews under this Lease and
- (d) the underlease is validly excluded from the protection of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 and
- (e) the undertenant covenants in the underlease and separately with the Landlord:
 - (i) to observe and perform the Tenant's covenants in this Lease (except for payment of Principal Rent and in the case of an underletting of part only of the Premises so far only as they are applicable to the underlet premises and exercise of the undertenant's rights) not to cause or permit any breach of this Lease and to observe and perform the undertenant's covenants in the underlease and
 - (ii) not to assign mortgage charge create any trust in respect of sub-underlet share or part with possession or occupation of the whole or any part of the underlet premises except for:
 - (aa) an assignment mortgage or charge of the whole of the underlet premises but subject to the same consents of the Landlord and only in equivalent circumstances and subject to equivalent conditions (referring to the underlease and undertenant) as apply under this Lease to an assignment mortgage or charge by the Tenant or
 - (bb) sharing occupation with a member of the same group of companies as the undertenant within the meaning of Section 42 of the Landlord and Tenant Act 1954 provided that no relationship of landlord and tenant is thereby created and that such arrangement ends upon such company ceasing to be within the same group of companies and
 - (cc) if the Landlord reasonably requires a guarantor reasonably acceptable to the Landlord enters into (i) a guarantee and indemnity to the Tenant in respect of the undertenant's obligations under the underlease such guarantee and indemnity to be in equivalent terms (with any necessary changes) to the Deed of Guarantee set out in Part 1 of Schedule 2 and (ii) a guarantee and indemnity to the Landlord in respect of the undertenant's covenant with the Landlord in such form as the

Landlord may reasonably require (including supplementary provisions similar to those in Part 1 of Schedule 2) and

- (dd) the underlease provides that any consent to assignment of the underlease is subject to a condition that the undertenant enters into an authorised guarantee agreement in a form approved by the Landlord (which approval shall not be unreasonably withheld or delayed) with each of the Tenant and the Landlord

3.28.3 No surrender or variation

No underlease of the whole or any part of the Premises shall be surrendered without the Landlord's prior consent (not to be unreasonably withheld or delayed) nor shall its terms be waived or varied without the Landlord's prior consent (not to be unreasonably withheld or delayed)

3.29 Enforcement of underlease

To take all necessary steps and proceedings to procure the remedying of any breach of the covenants of the undertenant under any underlease of the whole or any part of the Premises and to operate any provisions for review of the rent payable under any such underlease

3.29.1 No early payment

Not to accept early payment of or any commuted payment in respect of the rent payable under any underlease of the whole or any part of the Premises

3.30 To register assignments etc

3.30.1 Within 21 days after any assignment transfer mortgage charge underlease surrender or other disposition or devolution of any interest in the Premises:

- (a) to give notice of such event and a certified copy of the relevant document to the Landlord's solicitor (or as the Landlord directs) and to pay to him a reasonable registration fee and
- (b) in the case of an assignment transfer or devolution of this lease which is registrable at H.M. Land Registry to make a valid application for registration (including submitting all necessary documents and fees) and within 14 days after completion by H.M. Land Registry of such registration to supply to the Landlord official copies (issued after completion of such registration) of the registers and title plans of the title to the Lease

3.30.2 Within 21 days of request by the Landlord to supply to the Landlord full particulars of all derivative interests in the Premises (however inferior) and of all occupiers of the Premises (including copies of the relevant leases or other documents) and such information in respect of expenditure on the Premises as the Landlord may reasonably require

3.31 Landlord's costs

3.31.1 To pay to the Landlord on a full indemnity basis all costs fees and expenses which the Landlord may reasonably incur in connection with or in contemplation of:

- (a) any notice or proceedings under Sections 146 or 147 of the Law of Property Act 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court)
- (b) recovering (from the Tenant or any guarantor) any arrears of rents or other monies due to the Landlord under this Lease or the enforcement or remedying of any breach by the Tenant of any of its obligations under this Lease (whether or not the Landlord pursues such matters by proceedings in the court)
- (c) the preparation and service of any notice schedule or report whether during or after the end of the Term relating to the repair or condition of or any poisonous noxious or polluting substance at or emanating from the Premises attributable in whole or in part to the act, default or omission of the Tenant or those acting under the actual or implied authority of or deriving title from the Tenant (including remediation works)
- (d) any application by the Tenant for consent (including where consent is lawfully refused or the application is withdrawn, but excluding where consent is unlawfully withheld or granted subject to unlawful conditions) and any covenant guarantee or other document in connection with any such consent

3.31.2 The fees and expenses referred to in clause 3.31.1 include legal, surveyor's and all other professional fees and where the Landlord does not employ a managing agent a reasonable fee in relation to any of the above matters for any work done by the Landlord itself, by any company which is a member of the same group of companies as the Landlord within the meaning of Section 42 of the Landlord and Tenant Act 1954 or by its or their employees

3.32 Restrictions and Regulations

3.32.1 To comply with any reasonable regulations made by the Landlord from time to time in the interests of good estate management

3.32.2 To comply with the restrictions obligations and encumbrances contained or referred to in Part 4 of Schedule 1 so far as they affect the Premises the Tenant's use of the Common Parts and the exercise by the Tenant of other rights granted by this Lease

3.33 Substitute Guarantor

3.33.1 If at any time during the Term any event referred to in clause 7.1.3 occurs in relation to the Guarantor the Tenant is to give notice of that fact to the Landlord (such notice to be given within 14 days of the occurrence of such event) and if the Landlord so requests the Tenant is to procure (within 30 days of the Landlord's request) that some other person acceptable to the Landlord executes and delivers to the Landlord a deed containing a covenant with the Landlord as a primary obligation in the same terms as the Deed of Guarantee

3.33.2 Clause 3.33.1 does not apply in the case of a person who is Guarantor by reason of having entered into an authorised guarantee agreement

3.34 Third Party Indemnity

To indemnify the Landlord against all liability to and claims and proceedings by third parties arising directly or indirectly in connection with any breach of the Tenant's covenants in this Lease or the state and condition or use of the Premises and against all associated damages losses costs and expenses

3.35 Tenant's Insurance Obligations

3.35.1 To insure at all times during the Term with a reputable insurer approved by the Landlord:

- (a) the third party liability of the Tenant in relation to the Premises; and
- (b) all the plate and armoured glass (if any) in the Premises against breakage for a sum which is not less than the full reinstatement value; and
- (c) (to the extent not covered by the insurance effected by the Landlord under clause 5.2) all boilers, plant and equipment in the Premises against loss or damage by explosion breakdown or other sudden or unforeseen circumstances

3.35.2 To pay all the premiums for insurance effected in accordance with clause 3.35.1 promptly after they become due and whenever reasonably required by the Landlord to provide particulars of the insurance and evidence of payment of the premium

3.35.3 Promptly to reinstate any plate and armoured glass that is broken or damaged with glass of the same quality and thickness

4. Landlord's Covenants

The Landlord covenants with the Tenant:

4.1 Quiet Enjoyment

That subject to the Tenant paying the rents reserved by and complying with its obligations under this Lease the Tenant may peaceably enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

4.2 Repair

So far as is necessary for the use of the Premises and the exercise of the rights granted to the Tenant:

- (a) to keep the structure and exterior of the Building and the Common Parts in good and proper repair and decorative condition

PROVIDED THAT the Landlord is not liable:

- (b) to do anything which it has not expressly covenanted to do;
- (c) for any failure to repair any part of the Building unless and until it has been notified of the disrepair and has not within a reasonable period of time remedied the failure
- (d) for any liability or inconvenience occasioned by the interruption, failure or breakdown of any services or for any liability or inconvenience occasioned by any act, omission or negligence of the Landlord or any employee or agent or other person in relation to the fulfilment of the Landlord's obligations in so far as this could not reasonably have been avoided

4.3 Provision of Services

4.3.1 Subject to payment of the Service Charge and subject as mentioned below to use reasonable endeavours to provide the Services

4.3.2 Except for the Services the inclusion of any item service or expense in Part 2 of Schedule 3 does not imply any obligation of the Landlord to provide or continue such item or service or incur such expense

4.4 Appointment of agents

The Landlord may employ such agents contractors or other persons as it thinks fit to perform its obligations under this clause 4 and to provide any service or item or perform any function referred to in Part 2 of Schedule 3 and may delegate its duties and powers and the exercise of any discretion to them

4.5 Variation of Services

The Landlord may provide or perform the Services and any service item or function referred to in Part 2 of Schedule 3 in any manner it reasonably considers appropriate and may extend reduce or vary them from time to time if the Landlord reasonably considers it desirable to do so for the more effective or efficient management operation or security of the Building or for the comfort or convenience of the tenants of the Building

4.6 Failure by Landlord to provide Services

4.6.1 The Landlord shall not be liable for any failure to provide the Services to the extent that:

(a) it is prevented from doing so by circumstances beyond its control mechanical breakdown interruption of public utility services damage necessary inspection or repair shortage of fuel equipment labour or materials or inclement weather or

(b) a Service cannot reasonably be provided as a result any Conduits plant or installations being of taken out of service for maintenance inspection servicing repair replacement or modification or as a result of any other alteration inspection repair or works being carried out at the Building but the Landlord shall endeavour to give reasonable prior notice of such event to the Tenant

but the Landlord shall use reasonable endeavours to restore the Service as soon as reasonably practical

4.6.2 The Landlord shall not be liable for any failure to provide the Services unless the Tenant has given to the Landlord written notice of the failure in question and the Landlord has failed within a reasonable time to remedy it

5. Insurance

The Landlord and the Tenant mutually covenant each with the other as follows:

5.1 Tenant's Insurance Default

In this clause 5 the expression **Tenant's Insurance Default** means any statement act omission or default of the Tenant its undertenants or its or their employees agents or licensees which is wholly or partly the reason whereby any insurance policy relating to

the Premises or the Building or neighbouring property is vitiated or payment of insurance monies is refused

5.2 Landlord to insure

The Landlord will (unless there is a Tenant's Insurance Default) insure and keep insured with an insurance company or underwriters of repute and through such agency and in such names as the Landlord may from time to time decide:

5.2.1 the Building against loss or damage by the Insured Risks in its full reinstatement cost as determined by the Landlord from time to time (including the costs of shoring up demolition site clearance obtaining necessary consents professional fees incidental expenses and value added tax) and

5.2.2 loss of the Principal Rent and the Service Charge (including any potential increase and any applicable value added tax) for 3 years or such longer period as the Landlord may reasonably require and

5.2.3 property owner's liability of the Landlord in respect of the Building and

5.2.4 if the Landlord so requires property owner's liability occupier's liability employer's liability and/or public liability insurances in respect of any matters involving or relating to the Building or the provision of services items and works as mentioned in Schedule 3 and

5.2.5 such other insurances as the Landlord may from time to time reasonably require subject:

(a) in relation to any particular risk to insurance for that risk being ordinarily available with a reputable insurer for property such as the Building and on reasonable terms,

(b) to such excesses, exclusions, limitations and conditions as the Landlord's insurers may require or the Landlord (acting reasonably) agrees

5.3 Landlord to produce evidence of insurance

The Landlord shall produce to the Tenant upon request reasonable evidence from the insurers of the terms of the insurance policy and the fact that the policy is subsisting and in effect

5.4 Tenant to pay excesses etc

The Tenant will pay to the Landlord immediately on demand following any damage destruction or event to which they apply:

5.4.1 the portion fairly attributable to the Premises (as determined by the Landlord's Surveyor) of any excess or deductible to which the insurance policy is subject and of any amount uninsured as a result of any limitation exclusion or condition of the insurance policy and

5.4.2 the whole of any amount in respect of the Premises or the Building which is uninsured or irrecoverable wholly or partly due to any Tenant's Insurance Default

5.5 Reinstatement in the event of damage

5.5.1 If the Building is destroyed or damaged by any of the Insured Risks then subject to:

- (a) the Landlord being able to obtain any necessary planning permission and other licences approvals and consents (which the Landlord will use its reasonable endeavours to obtain but not so as to be obliged to institute any appeals) and
- (b) the necessary labour and materials being and remaining available (which the Landlord will use its reasonable endeavours to obtain) and
- (c) the Tenant making any payment due under clause 5.4

the Landlord will with reasonable speed use the insurance proceeds (except those in respect of loss of rent or service charge or liability to third parties) and any shortfall paid by the Tenant under clause 5.4 in reinstating the premises so destroyed or damaged substantially as they were prior to such destruction or damage or to the extent that that is not practical so as to provide reasonably equivalent accommodation in modern form (and thereafter all the covenants rights and conditions of this Lease shall apply (with any necessary changes) to the rebuilt premises)

5.5.2 The Landlord will make up from the Landlord's own funds any shortfall in the proceeds of the insurance policies which the Landlord is obliged under this Lease to effect except for any shortfall payable by the Tenant under clause 5.4

5.6 Suspension of Rent

If the Building is so destroyed or damaged by any of the Insured Risks as to render the Premises unfit for occupation and use or inaccessible the Principal Rent and Service Charge or a due proportion of them according to the nature and extent of the damage sustained shall cease to be payable either until the Premises are again rendered fit for occupation and use and accessible or if earlier until the expiry of the period in respect of which the Landlord insures against loss of rent provided that:

5.6.1 such rent and service charge shall not cease to be payable if there has been a Tenant's Insurance Default and

5.6.2 the proportion of rent or service charge which ceases to be payable shall not exceed the proportion received by the Landlord in respect of loss of rent insurance

5.7 Determination in the event of total destruction

If the Building is so destroyed or damaged by an Insured Risk as to render the Premises wholly unfit for occupation or use or inaccessible then:

5.7.1 The Landlord may terminate the Term by giving notice to the Tenant not later than nine months after the date of such destruction or damage and such termination shall take effect immediately upon service of such notice

5.7.2 Either the Landlord or (unless there has been a Tenant's Insurance Default) the Tenant may terminate the Term at the expiry of the period in respect of which the Landlord insures loss of rent by giving not less than three months' nor more than six months' prior notice to the other provided that such notice shall have no effect if the Premises have again been rendered fit for occupation and use and accessible when such notice is served or are so rendered before its expiry

5.7.3 Upon service of a notice under this clause 5.7 the Landlord shall be released from its obligations in respect of reinstatement and application of insurance proceeds. Upon termination of the Term all insurance proceeds shall belong to the Landlord for its own benefit absolutely

5.7.4 Termination of the Term shall be without prejudice to any claim by any party in respect of any antecedent breach of any obligation under this Lease

5.8 Double Insurance

The Tenant will pay immediately to the Landlord or if the Landlord so requires will apply in making good the loss or damage in respect of which they are received all monies becoming payable to the Tenant under any insurance of the Premises or the Building or any part of them

5.9 Tenant to comply with insurer's requirements

The Tenant will comply with all requirements and reasonable recommendations of the insurers in so far as they are known to the Tenant

5.10 Not to invalidate insurance

The Tenant will not make any statement nor do or omit to do anything which might prejudice or invalidate any insurance of the Premises or the Building or any part of them or any neighbouring property owned by the Landlord nor anything which might increase the insurance premiums (unless the Tenant has previously agreed to pay the increased premiums and the Landlord has approved)

5.11 Notice by Tenant

5.11.1 The Tenant will give notice to the Landlord immediately upon becoming aware of any event or thing which might lead to an insurance claim or affect any insurance policy relating to the Premises or the Building

5.11.2 The Tenant will give notice to the Landlord immediately in writing if the Premises are no longer occupied and will comply with any requirements of the Insurers relating to vacant premises and if the Tenant fails to comply with these requirements the Landlord may enter the Premises to take any action which the Landlord considers reasonably necessary to comply with those requirements and the Tenant shall repay to the Landlord within 7 days of demand all costs incurred by the Landlord in so doing

5.11.3 The Tenant will notify the Landlord in writing of the cost of any alterations or additions carried out by the Tenant (except any which are trade or tenant's fixtures and fittings) as soon as practicable and so that the Landlord will not be liable for any failure to effect any necessary increase in the amount for which the Premises are insured unless the Tenant has provided that information

5.12 Damage by Insured Risks

Provided that there is no Tenant's Insurance Default the Tenant will not be liable under any covenant in this Lease relating to the repair and/or decoration of the Premises for any damage caused to the Premises by any of the Insured Risks

6. Rent Review

6.1 Definitions

In this clause 6:

Market Rent means the best annual rent which could reasonably be expected to be obtained for the Premises on the relevant Review Date in the open market (no fine or premium being taken) on the grant of a lease by a willing lessor to a willing lessee on the Hypothetical Lease Terms making the Assumptions but disregarding the Disregarded Matters

Assumptions means the following assumptions (if not facts):

- (a) that the Premises are available to be let with vacant possession and
- (b) that the willing lessee has had the benefit of such rent free or concessionary rent period or other inducement as a willing lessor would normally grant to a willing lessee upon such letting for the purpose of fitting out and
- (c) that the Premises are fit and ready for immediate occupation and use and
- (d) that all the covenants contained in this Lease have been fully performed and observed and that all statutory requirements have been complied with and
- (e) that no work has been carried out on the Premises by the Tenant or its undertenants during or prior to the Term which has diminished the rental value of the Premises and
- (f) that if the Premises or the Building or any part of it has been destroyed or damaged (whether or not by any of the Insured Risks) it has been fully restored

Base Figure means:

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

Current Figure means the Index figure for the month three months preceding the relevant Notional Rent Review Date

Disregarded Matters means:

- (a) any goodwill attached to the Premises by reason of the carrying on there of the business of the Tenant or any undertenant and
- (b) the fact that the Tenant or any undertenant has been in occupation of the Premises and
- (c) any alteration or improvement carried out with the consent of

the Landlord (where such consent is required under the terms of this Lease) by and at the cost of the Tenant or its undertenants during or prior to the Term unless (i) it was carried out in pursuance of an obligation to the Landlord or (ii) the Landlord reimbursed all or any part of the cost and

- (d) any law or code of practice which restricts the amount of rent or the payment or recovery of rent or the method of determining rent which may have the effect of reducing the rental value of the Premises

Hypothetical Lease Terms

means same terms as this Lease except:

- (a) for the amount of the Principal Rent (and any peppercorn or concessionary or reduced rent) originally reserved on the grant of this Lease (but including the like provisions for review of the Principal Rent at equivalent intervals as are contained in this Lease) and
- (b) that in lieu of the meanings assigned to them in this Lease the following expressions shall have the following meanings:
 - (i) Contractual Term shall mean a term equal to the unexpired residue of the term of this Lease or 10 years (whichever is the longer) from the relevant Review Date
 - (ii) Original Tenant shall mean the willing lessee
 - (iii) Break Date shall mean the fifth anniversary of the relevant Review Date

Index

means the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any successor Ministry, Government Department or Government Agency

Index Rent

means the Notional Rent for the relevant Review Date

Notional Rent

means, until the first Notional Rent Review Date, £22,000 and, from each subsequent Notional Rent Review Date, the sum calculated in accordance with clause 6.4.1

Notional Rent Review Date

means each anniversary of the first day of the Term

Review Date

means each of the Rent Review Dates specified in the Particulars

6.2 Review of Principal Rent

From and including each Review Date until the next following Review Date (or the end of the Term as the case may require) the Principal Rent shall be a rent (the **new rent**) equal to such annual rent as may be agreed at any time between the Landlord and the Tenant as the Principal Rent payable from that Review Date or (in default of agreement) whichever is the greater of (i) the Market Rent or (ii) the Principal Rent

payable immediately prior to the relevant Review Date (ignoring any suspension or abatement of Principal Rent then current) or (iii) the Index Rent on the relevant Review Date

6.3 Determination of Rent Review

If the Landlord and the Tenant have not agreed the new rent either of them may not earlier than three months before or at any time after the relevant Review Date require the Market Rent to be determined by an independent chartered surveyor experienced in assessing the rental value of similar property to the Premises (the **Independent Surveyor**) and in such case:

6.3.1 The Independent Surveyor shall be appointed in default of agreement upon the application of the Landlord or the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy or a person authorised by the President to make appointments on his behalf or if no such person is available willing and able to make the appointment by such officer of such professional body of surveyors as the Landlord shall designate. If the Independent Surveyor so appointed dies or if it becomes apparent that for any reason he will be unable or unwilling to complete his duties under this Lease the said President or other person may on the application of either the Landlord or the Tenant appoint a substitute in his place which procedure may be repeated as many times as necessary

6.3.2 If the Landlord by notice given to the Independent Surveyor within 10 working days of receipt of written notification of his appointment requires him to act as an arbitrator he shall so act and if no such notice is given the Independent Surveyor shall act as an expert and not as an arbitrator. In either case his decision shall be final and binding on all matters referred to him hereunder

6.3.3 If the Independent Surveyor acts as an arbitrator then the provisions of the Arbitration Act 1996 shall apply

6.3.4 If the Independent Surveyor acts as an expert then each of the Landlord and the Tenant shall be entitled to submit to him within such reasonable time as he may stipulate their proposals in the matter supported if they so wish by a valuation and/or statement or reasons and/or report. The Independent Surveyor shall afford to each of them an opportunity to make submissions to the Independent Surveyor in respect of the other's proposals. The Independent Surveyor shall consider the matters submitted to him but shall not be limited or fettered by them and shall determine the Market Rent in accordance with his own knowledge judgment and opinion. The Independent Surveyor shall give notice of his decision to the Landlord and the Tenant. The determination of the Independent Surveyor shall not be invalid or open to question by reason of any failure (whether by the Landlord the Tenant the Independent Surveyor or any other person) to comply with the provisions of this clause 6.3.4

6.3.5 The fees of the Independent Surveyor and all fees payable in connection with his appointment shall be paid as he shall determine. The Landlord shall be entitled (but not obliged) to pay to the Independent Surveyor any fees so payable by the Tenant and the Tenant shall on demand repay to the Landlord any fees so paid by the Landlord

6.4 Index Rent

6.4.1 On each Notional Rent Review Date, the Notional Rent is to be reviewed to the higher of:

(a) the Notional Rent immediately before that Notional Rent Review Date; and

- (b) the revised Notional Rent (rounded up to the nearest £10) 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

6.4.2 On each Review Date, the Index Rent will be reviewed to the Notional Rent calculated for the corresponding Notional Rent Review Date

6.4.3 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

6.4.4 If the parties are unable to agree a basis for the Revised Indexation 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

6.5 Restrictions on rent

If at any Review Date there is by law any restriction upon the review or increase of the rent payable under this Lease or any restriction upon the right of the Landlord to recover the rent then at any time after the ending removal or modification of such restriction (but not later than the next following Review Date) the Landlord may give to the Tenant notice requiring an additional rent review upon the Quarter Day next following the date of service of such notice which Quarter Day shall thereupon for all the purposes of this clause 6 be a Review Date

6.6 Interim Rent

If the new rent payable following a Review Date has not been agreed or determined by that Review Date or if the Review Date is not a Quarter Day by the Quarter Day immediately prior to such Review Date then in respect of the period (the **interim period**) beginning with the Review Date and ending on the day before the Quarter Day immediately following agreement or determination of such new rent:

6.6.1 the Principal Rent shall be a rent (the **interim rent**) at the rate of the Principal Rent immediately prior to the Review Date and

6.6.2 at the end of the interim period the Tenant shall pay as additional rent to the Landlord:

- (a) the aggregate of the amounts (each a **back rent instalment**) by which the new rent apportioned in respect of each quarter (or other period by reference to which

rent is payable) during the interim period exceeds the interim rent apportioned in respect of the same period and

- (b) interest on each back rent instalment at Base Rate in respect of the period from the date when such back rent instalment would have been payable if the new rent had been agreed or determined before the last Quarter Day preceding the relevant Review Date to the end of the interim period

6.7 Memorandum of reviewed rent

A memorandum specifying the amount of the new rent shall when agreed or determined as aforesaid be endorsed on or annexed to the original and counterpart of this Lease for the purpose of record

7. **Provisos**

Provided and the Tenant also covenants with the Landlord:

7.1 Landlord's right to forfeit

If:

- 7.1.1 the rents or any part of them are unpaid for 14 days after becoming due (whether formally demanded or not) or
- 7.1.2 any of the Tenant's covenants in this Lease is not observed or performed or
- 7.1.3 any of the following events occurs in relation to the Tenant or any guarantor or surety for the Tenant (not being a guarantor under an authorised guarantee agreement) or if such party is more than one person in relation to any one of such persons:
 - (a) in relation to a company (i) it resolves to present or has presented against it an administration application or a petition for its winding up or (ii) a notice is given to or of an intention to appoint an administrator or (iii) it passes a winding up resolution (other than for the purposes of an amalgamation or reconstruction resulting in a solvent corporation) or (iv) it is wound up or (v) an administrative receiver or a receiver or a receiver and manager is appointed in respect of all or any part of its property or (vi) it becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (vii) it calls a meeting of its creditors or any of them or (viii) it proposes or makes an application to the Court for a compromise or scheme of arrangement under Section 425 of the Companies Act 1985 or (ix) it submits to its creditors or any of them a proposal pursuant to Part I of the Insolvency Act 1986 or (x) it proposes or enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them or (xi) it ceases to trade or (xii) it is dissolved or ceases to exist or (xiii) any analogous process or event occurs in any other jurisdiction or
 - (b) in relation to an individual he (i) notifies the Official Receiver or (ii) makes an application to the Court pursuant to Section 253 of the Insolvency Act 1986 or (iii) convenes a meeting of his creditors or any of them or (iv) enters into any arrangement scheme compromise moratorium or composition with his creditors or any of them (whether pursuant to Part VIII of the Insolvency Act 1986 or otherwise) or (v) presents his own bankruptcy petition or (vi) has a bankruptcy petition presented against him or (vii) is adjudged bankrupt

- (c) then and in any such case the Landlord may enter the Premises or any part of them in the name of the whole and thereupon the Term shall immediately end but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants in this Lease

7.2 Neighbouring Property

7.2.1 This Lease does not confer on the Tenant any easement right privilege licence or advantage other than those expressly granted by this Lease

7.2.2 Subject to the rights granted in Part 2 of Schedule 1 the Landlord may increase the height of, alter, extend, build on or redevelop the Building any part of it (including Common Parts) or any other property notwithstanding that the light or air or any rights of the Premises or the amenity of the Premises are diminished or otherwise prejudicially affected. The Tenant shall not be entitled to compensation for any annoyance inconvenience or disturbance so caused

7.2.3 The Tenant shall not have the benefit of nor be entitled to enforce or to prevent the release or modification of any rights covenants or agreements in favour of the Landlord contained in any transfer lease licence or other document relating to any part of the Building or any other property of the Landlord

7.2.4 Subject to the rights granted in Part 2 of Schedule 1 the Landlord may let dispose of or use any other part of the Building (including Common Parts) for any purpose whatsoever

7.3 Accidents

Except where such occurrence is due to the negligence of an employee of the Landlord for which the Landlord is liable the Landlord shall not be responsible to the Tenant or the Tenant's licensees nor to any person in or en route to or from the Premises for any accident happening personal injury or damage to or loss of any goods or property suffered in the Premises or the Building or on any property over which the Tenant exercises rights and the Tenant shall indemnify the Landlord in respect of any liability of the Landlord to any such person for such accident happening injury damage or loss

7.4 Exclusion of Compensation

Every statutory right for the Tenant or its undertenants to be paid any compensation upon quitting the Premises or any part of the Premises is excluded to the extent permitted by law

7.5 Notices and Consents

7.5.1 Any notice consent approval requirement or other communication required or authorised by this Lease shall be valid only if it is in writing

7.5.2 Any notice to be served under this Lease may be served by facsimile transmission provided that a copy of such notice accompanied by a copy of the confirmation of transmission is despatched to the recipient's address for service by first class post by close of business on the next following working day

7.5.3 While the Landlord is a company registered in the United Kingdom any notice to be served on the Landlord under this Lease shall be addressed to the Landlord marked for the attention of the Company Secretary and delivered (by post or otherwise) or

transmitted by facsimile to the Landlord's registered office. The notice shall be deemed served at the time of delivery or facsimile transmission

7.5.4 While the Tenant comprises more than one person service on any one of them shall be deemed service on all of them. Service upon the Tenant shall also be deemed to be service on any guarantor of or surety for the Tenant's obligations under this Lease

7.5.5 Subject as aforesaid Section 196 of the Law of Property Act 1925 shall apply to all notices and demands served under or arising out of or in respect of this Lease and shall be extended so that service on the Tenant or any guarantor or surety for the Tenant may also be effected by facsimile transmission or by posting the relevant document by ordinary first class or by special delivery or by recorded delivery or by registered post in a prepaid envelope addressed to its registered office (if any) or to the Premises. Service shall be deemed to have been effected in the case of facsimile transmission at the time of transmission and in the case of postal delivery 48 hours after the time when the document is posted

7.5.6 In proving service by post it shall be sufficient (but not essential) to prove that the envelope containing the relevant document was properly addressed stamped and posted.

7.5.7 Email is not a valid method of service of notices under this Lease

7.6 Execution and Delivery

This Lease is not delivered until it is dated

7.7 No Third Party Rights

No provision in this Lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 but this is without prejudice to any rights of any person which arise other than under the Contracts (Rights of Third Parties) Act 1999

7.8 Severability

If at any time any part of the provisions of this Lease or its application to any person or circumstance is or becomes invalid illegal or unenforceable in any respect then such part or its application to such person or circumstance shall be severed from this Lease and the validity legality and enforceability of the remaining provisions and the application of such part to other persons or circumstances shall not be in any way affected or impaired

7.9 Not Exempt Land

Each of the original parties to this Lease agrees with and confirms to the other parties and their respective successors and assigns that at the date of this Lease it does not intend or expect that the Premises will become (whether immediately or eventually and whether or not by virtue of this Lease) exempt land (within the meaning in paragraph 3A of Schedule 10 to the Value Added Tax Act 1994 (as amended))

7.10 Energy Performance Certificates

7.10.1 The Tenant must not obtain or commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to obtain an EPC, the Tenant must (at the

Landlord's option) obtain an EPC from an assessor approved by the Landlord or pay the Landlord's costs of obtaining an EPC for the Premises.

7.10.2 The Tenant must cooperate with the Landlord, so far as is reasonably necessary, to allow the Landlord to obtain any EPC for the Premises or the Building and:

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

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

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

7.11 No Warranty as to Permitted Use

The Landlord has not represented and does not warrant that any use of the Premises permitted by this Lease complies with the Planning Acts and nor shall any consent in future granted by the Landlord for any change of use imply any such representation or warranty

7.12 Landlord's Surveyor

Where this Lease provides for a matter to be determined or certified by the Landlord's Surveyor such determination or certificate shall be conclusive except in case of manifest error

7.13 Registrable Interests

The Landlord shall have no liability to the Tenant under any express or implied provisions of the Lease or otherwise in respect of any right or interest arising under the Lease which is required to be completed by registration or which is capable of being protected by an entry in any register and which is not so registered or protected

7.14 Release of Landlord's Covenants

The Tenant will not unreasonably withhold or delay its consent to any request by the Landlord or any former Landlord (as defined in section 7 of the Landlord and Tenant (Covenants) Act 1995) for a release under section 8 of the Landlord and Tenant (Covenants) Act 1995

8. Guarantee

In consideration of this demise made at the request of the Guarantor the Guarantor covenants in the terms of the Deed of Guarantee (**Deed of Guarantee**) set out in Part 1 of Schedule 2

9. Break Clause

9.1 Right to Terminate Lease

Subject to fulfilment of the conditions mentioned below the Tenant may terminate this Lease on the Break Date specified in the Particulars (**Break Date**) by giving to the Landlord not less than 6 months' prior notice

9.2 Tenant's Covenant

9.2.1 The Tenant covenants with the Landlord that if the Tenant gives a notice to terminate this Lease it shall procure that the following conditions are met on the Break Date:

- (a) the several rents and other sums payable under this Lease in respect of the period up to and including the Break Date have been paid and
- (b) there is no subsisting material breach of the Tenant's covenants of this Lease and
- (c) the Tenant gives up occupation of the Premises to the Landlord leaving behind no continuing subleases and
- (d) the Tenant:
 - (i) delivers to the Landlord the original Lease and all applications consents deeds documents taxes and fees required to procure the closure of any registered title to this Lease and the withdrawal cancellation or removal of every entry in any register protecting this Lease or any right or interest granted by or derived out of it and
 - (ii) authorises the Landlord or its solicitor to lodge at H.M. Land Registry such deeds documents applications and consents and to pay over to the Inland Revenue H.M. Land Registry or other appropriate authority such taxes and fees.

9.2.2 If on the Break Date any of the conditions mentioned above has not been fulfilled the Landlord may decide whether to accept termination of this Lease or whether this Lease remains in full force and effect

9.3 Consequences of Termination

9.3.1 Termination of this Lease shall terminate the Term but is without prejudice to any claim in respect of any prior breach of the obligations contained in this Lease (including the obligations contained in this clause 9)

9.3.2 If this Lease is terminated in accordance with the provisions of this clause 9, the Landlord shall repay to the Tenant within 28 days of the Break Date any Rent paid in advance that relates to a period after the Break Date, such sum calculated on a daily basis

9.4 Time of the Essence

Time shall be of the essence of the dates and notice periods in this clause 9 but nothing in this clause 9 shall make time of the essence of any provision concerning the ascertainment of rent or any other provision of this Lease

In Witness whereof the parties hereto have executed this Lease as a deed the day and year first before written

Schedule 1 – the Premises / Rights and Easements

Part 1 - The Premises

1. Those parts of the ground, first and second floors of the Building shown edged red on Plan 1 including:
 - 1.1 the internal plaster surfaces and finishes of any structural or load bearing walls and columns in or which enclose the Premises and of any external walls of the Building which enclose the Premises but not any other part of such walls and columns
 - 1.2 the entirety of any non-structural or non-load bearing walls and columns in the Premises or which divide the Premises from the Common Parts but excluding the outer plaster surfaces and finishes of such walls
 - 1.3 the inner half (severed vertically) of any internal non-load bearing walls which divide the Premises from any other part of the Building (except for the Common Parts)
 - 1.4 the floorboards screed floor finishes carpets and raised floors of the Premises and their fixings and the floor voids beneath raised floors but not the floor slabs joists or other structural floor members nor the foundations of the Building
 - 1.5 the ceiling finishes of the Premises including suspended ceilings and their fixings and the voids above suspended ceilings but not the floor structures joists beams ties roof or roof space above
 - 1.6 any staircase lying within the boundaries of the Premises
 - 1.7 the light fittings
 - 1.8 all windows and rooflights of the Premises and their frames fixings glass and window furniture
 - 1.9 all sanitary and hot and cold water apparatus and equipment and any radiators in the Premises and all fire fighting equipment provided by the Landlord
 - 1.10 all Conduits in the Premises which exclusively serve them except those belonging to any utility provider
 - 1.11 all landlord's (but not tenant's) fixtures fittings plant machinery apparatus and equipment at any time in the Premises which exclusively serve them
 - 1.12 all doors door furniture and door frames of the Premises and all glass in them
 - 1.13 any additions alterations and improvements to the Premises
2. For the avoidance of doubt, the Premises do not include:
 - 2.1 any part of the Building (other than any matters expressly included in paragraph 1 above) lying above the underside of the joists, floor slab or structures to which the ceilings are fixed or below the upper surfaces of the joists, floor slab or structures to which the floors are fixed
 - 2.2 any of the main timbers and joists and other load bearing parts of the Building or any of the external or structural walls or load bearing columns in the Building (except those

surface finishes and coverings, staircases, windows and doors expressly included by paragraph 1 above)

- 2.3 any Conduits, plant and equipment in the Building which do not serve the Premises exclusively.

Part 2 - Rights And Easements Granted

The right for the Tenant its employees agents and visitors for the use and enjoyment of the Premises and in common with the Landlord and all others from time to time entitled thereto and in compliance with the Tenant's obligations in this Lease and with any reasonable regulations made by the Landlord from time to time for the orderly use of Common Parts:

1. to use:
 - 1.1 such of the Common Parts as are necessary for the purpose of deliveries to the Premises
 - 1.2 such of the Common Parts as are necessary to obtain access to and to egress from the Premises in case of emergency
2. to use all Conduits serving the Premises laid in on or under the Building (subject to the rights of any utility provider) for the passage of utility services so far as necessary for the enjoyment of the Premises
3. of subjacent and lateral support to and protection of the Premises as the same are now enjoyed from the remainder of the Building
4. to use the name "the Tudor Rose Restaurant" in connection with the Tenant's restaurant business at the Premises
5. to retain the existing or similar signs relating to the "Tudor Rose" in their present location at the side of the Building and above the second floor level of the Building upon the high street frontage

Provided That the Landlord may from time to time:

- (a) temporarily interrupt the exercise of these rights after reasonable notice to the Tenant (except in case of emergency) as reasonably necessary for the carrying out of any works the performance of the services and functions mentioned in Schedule 3 or any other reasonable purpose or as a result of any cause beyond the Landlord's control and
- (b) from time to time enlarge reduce divert rearrange close stop up rebuild or alter any of the Common Parts or Conduits over which the Tenant enjoys rights or substitute for it any alternative area route facility or Conduit but not so as to render such right materially less commodious to the Premises

Part 3 - Rights Excepted And Reserved

All easements quasi-easements rights and privileges now enjoyed over or against the Premises and also the right for the Landlord in common with all others authorised by the Landlord or otherwise having similar rights:

1. of free and uninterrupted use of all existing and future Conduits at the Premises at any time during the Term

2. at all reasonable times and on prior reasonable notice (except in emergency) to enter the Premises in order to:
 - (c) inspect repair maintain clean alter replace install add to or connect up to any Conduits which serve any other part of the Building or any adjoining or neighbouring premises
 - (d) repair maintain alter or rebuild any other part of the Building
 - (e) the person exercising such rights causing as little damage and inconvenience as reasonably practical and making good any damage so caused to the Premises
3. to erect and maintain scaffolding on or adjacent to any part of the Building even though it may temporarily restrict light or access to or obscure any part of the Premises
4. to affix on the outer face of any wall enclosing the Premises any sign bill advertisement notice pole pipe wire or aerial and associated conduits and apparatus
5. to install connect to inspect repair maintain alter or replace any security emergency fire safety or communication system Conduits apparatus or structures at the Premises as the Landlord may from time to time require
6. at any time to build or rebuild or alter any parts of the remainder of the Building or any adjoining or neighbouring premises according to such plans (whether as to height extent or otherwise) and in such manner as the Landlord decides and for such purposes to build on or into any boundary wall of the Premises even though this may interfere with the access of light or air to the Premises or temporarily interfere with any other right or easement but reasonable pedestrian access to the Premises will be maintained at all reasonable times and the Landlord shall repair any physical damage it causes to the Premises as a result as soon as reasonably practicable
7. full right and liberty to enter upon the Premises for the purposes mentioned in clause 3.16
8. in emergencies or during fire drills only to escape from any adjoining property by escape routes through the Premises designated by the Landlord from time to time
9. of subjacent and lateral support and protection from the Premises for other parts of the Building
10. to use the remainder of the Building or any adjoining or neighbouring premises for any purpose whatsoever and without imposing upon the Building or any adjoining or neighbouring premises any restrictions or conditions similar to those imposed upon the Tenant

Part 4 - Documents Containing Matters To Which The Premises Are Subject

The matters contained or referred to in title number SY501077, so far as they are still subsisting and capable of taking effect against the Premises

Schedule 2 - Guarantee

Part 1 - Deed of Guarantee

1. Definitions and Interpretation

In this Deed:

1.1 the following expressions have the following meanings:

Lease means the lease to which this Deed is a Schedule and includes all its collateral agreements and any statutory continuation of it

Guarantee Period means the period commencing on the grant of the Lease and ending when the Original Tenant is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995

1.2 words and expressions defined in the Lease unless specifically defined in this Deed have the same meanings as in the Lease and all provisions of the Lease concerning matters of construction and interpretation service of notices and severance of illegal invalid or unenforceable provisions shall apply to this Deed as if they referred to this Deed (as well as to the Lease) and were set out in full in this Deed

1.3 the expressions **authorised guarantee agreement collateral agreement** and **tenant covenant** (including the plural forms thereof) have the meanings ascribed to them in the Landlord and Tenant (Covenants) Act 1995

1.4 references to a paragraph are to a paragraph of this Deed

2. Guarantor's Covenants

The Guarantor covenants with the Landlord that:

2.1 Throughout the Guarantee Period the Original Tenant or the Guarantor will at all times punctually pay the rents and other sums payable under the Lease (including any interim rent under Section 24A of the Landlord and Tenant Act 1954) and perform and observe the tenant covenants under the Lease (including during any period of holding over or statutory continuation)

2.2 The Guarantor will indemnify the Landlord against and pay and make good to the Landlord all losses claims demands damages liabilities costs and expenses occasioned to the Landlord by or arising in connection with any non-payment non-observance or non-performance during the Guarantee Period of any rent other sums or tenant covenants referred to in paragraph 2.1 provided that the liability of the Guarantor under this paragraph 2.2 shall be no more onerous than the liability to which it would be subject as sole or principal debtor in respect of such rent sums and tenant covenants

2.3 If at any time during the Guarantee Period the Lease is disclaimed then:

2.3.1 The Guarantor shall if the Landlord within six months after becoming aware of such disclaimer by notice in writing to the Guarantor so requires accept a new lease of the Premises (subject to all matters then affecting the Premises) for a term commencing on the date of disclaimer and continuing for the residue then unexpired of the term of the Lease such new lease to be at the same rents and to contain the same covenants agreements and provisions as the Lease. The Guarantor shall execute and deliver to

the Landlord a counterpart of the new lease and pay the Landlord's costs of and incidental to the new lease and the disclaimer. If the Lease contains an agreement excluding the provisions of Sections 24-28 of the Landlord and Tenant Act 1954 then if the Landlord so requires the new lease shall contain the like agreement and the Guarantor and the Landlord shall do everything necessary to make that agreement valid and enforceable. The Landlord may at any time before the new lease is completed withdraw its requirement of a new lease or withdraw its requirement of that agreement

2.3.2 If the Landlord does not require the Guarantor to take a new lease and (notwithstanding the other provisions of this Deed) the liability of the Guarantor in respect of future rent and future performance of tenant covenants under the Lease is determined by such disclaimer then the Guarantor shall nevertheless pay to the Landlord on demand:

(a) a sum equal to the rent and other sums which would have been payable under the Lease but for such disclaimer in respect of the period of six months from and including the date of such event (but not after the Landlord has relet the Premises under a new lease under which rent has become payable) and

(b) the Landlord's reasonable costs of and incidental to the disclaimer and reletting

2.3.3 If at any time during the Guarantee Period the Lease is forfeited then the provisions of paragraphs 2.3.1 and 2.3.2 shall apply as if the words "forfeiture" and "forfeited" were substituted for the words "disclaimer" and "disclaimed"

2.4 The Original Tenant will pay all sums payable under and perform its obligations under any authorised guarantee agreement that it gives with respect to the Lease and if the Landlord so requires:

2.4.1 the Guarantor instead of the Original Tenant shall accept a new lease of the Premises in the same circumstances and on the same terms as the Landlord is entitled pursuant to such authorised guarantee agreement to require the Original Tenant to accept a new lease of the Premises and

2.4.2 the Guarantor will execute and deliver any such authorised guarantee agreement to give as Further Guarantor the covenants set out in Part 2 of Schedule 2 of the Lease with such variations as the Landlord may reasonably require

2.5 If the Landlord so requires the Guarantor shall from time to time join in execute and deliver any future licence covenant rent review memorandum variation or other document pursuant supplemental or collateral to the Lease to confirm that the Guarantor's covenants in this Deed apply and extend to the Original Tenant's obligations under and as varied by such document

3. Supplementary Provisions

3.1 The Guarantor's obligations under this Deed are primary obligations and constitute a continuing security and if the Guarantor is more than one person are joint and several

3.2 The Guarantor will not be released or discharged and its liability will not be affected by reason of:

3.2.1 any neglect delay forbearance or the granting of time or any other indulgence by the Landlord to the Original Tenant or any other person

- 3.2.2 any arrangement alteration or variation of terms being made with the Original Tenant or any other person
- 3.2.3 any release or dealing by the Landlord
- 3.2.4 any disability immunity incapacity or dissolution of the Original Tenant or any other person or modification of its legal form or the Original Tenant or any person ceasing to exist
- 3.2.5 disclaimer of the Lease or any invalidity or unenforceability of the provisions of the Lease
- 3.2.6 any refusal by the Landlord to accept rent tendered at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises
- 3.2.7 the Lease becoming vested in a third party pursuant to Section 181 of the Insolvency Act 1986 or otherwise (unless the Original Tenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995)
- 3.2.8 the taking variation compromise or release of or failure to perfect or enforce any other rights remedies or security against the Original Tenant or any other person
- 3.2.9 any other act omission or thing whatsoever as a result of which (but for this provision) the Guarantor would be released

in each case whether before or after the date of this Deed and whether or not known to the Landlord and/or the Guarantor and with or without the consent of the Guarantor

- 3.3 The Landlord shall not be obliged before proceeding against the Guarantor to take any proceedings enforce any security or pursue any other right or remedy whatsoever which may be available to it against the Original Tenant or any other person
- 3.4 Until the Guarantor's obligations hereunder have been performed and discharged in full the Guarantor shall:
 - 3.4.1 not claim in any liquidation bankruptcy composition or arrangement of the Original Tenant in competition with the Landlord and shall promptly pay to the Landlord all distributions and proceeds it may receive from any such process
 - 3.4.2 not be entitled to participate in or be subrogated to any security held by the Landlord in respect of the payment of rent and performance of tenant covenants under the Lease
 - 3.4.3 hold for the benefit of the Landlord all security and rights the Guarantor may have over assets of the Original Tenant and
 - 3.4.4 not exercise any right of indemnity contribution counterclaim or set-off or other right or remedy against the Original Tenant or any guarantor for the Original Tenant in respect of any amount paid or liability incurred by the Guarantor in performing or discharging its obligations hereunder and the Guarantor shall promptly pay to the Landlord an amount equal to any such set-off and the proceeds of any such right or remedy in fact exercised
- 3.5 Notwithstanding termination of the Guarantee Period the Guarantor shall remain liable under this covenant in respect of any liability accrued prior to such termination

- 3.6 The guarantee and indemnity contained in paragraphs 2.1 and 2.2 apply and extend to performance and observance of any terms upon which a Court orders any relief and the terms of any compromise or settlement of any dispute between the Landlord and the Original Tenant
- 3.7 The Guarantor covenants with the Original Tenant in the terms set out in paragraphs 2.4.2 and 2.5
- 3.8 The Guarantor warrants and represents to the Landlord that it has full power to enter into its obligations and covenants in this Deed has taken all necessary corporate or other action required to authorise execution and delivery of this Deed and that the provisions of this Deed constitute the legal valid and binding obligations of the Guarantor
- 3.9 The Guarantor will on demand pay to the Landlord on a full indemnity basis all costs and expenses incurred by the Landlord (acting properly) in enforcing this covenant
- 3.10 This Deed its validity and all matters arising in connection with it shall be governed by the law of England and Wales
- 3.11 Each of the parties irrevocably:
- 3.11.1 agrees that the Courts of England and Wales shall have exclusive jurisdiction to determine any suit or proceeding relating to or arising in connection with this Deed and waives any objection which it might now or hereafter have to such Courts determining such suit or proceeding and
- 3.11.2 waives any objection which it might now or hereafter have to the enforcement in the Courts of any jurisdiction of any judgment in any such suit or proceeding brought in the Courts of England and Wales and agrees that any such judgment is conclusive and binding upon it and may be enforced in any manner permitted by law

Part 2 - Form of Guarantee of Authorised Guarantee Agreement

(referred to in clause 3.27.4 of the lease and in paragraph 2.4.2 of the deed of guarantee in Part 1 of Schedule 2 of the lease)

1. The Further Guarantor covenants with the Landlord:
- 1.1 that throughout the Guarantee Period the Guarantor will punctually pay all sums payable under this Deed and perform its obligations under this Deed
- 1.2 that the Further Guarantor will indemnify the Landlord against and pay and make good to the Landlord all losses claims demands damages liabilities costs and expenses occasioned to the Landlord by or arising in connection with any breach by the Guarantor of its covenants in this Deed or any such covenants being or becoming void or unenforceable
- 1.3 that if at any time during the Guarantee Period the Lease is disclaimed then if the Landlord within six months after becoming aware of such disclaimer by notice in writing to the Further Guarantor so requires the Further Guarantor (instead of the Guarantor) shall accept a new lease of the Premises in the same circumstances and on the same terms as the Landlord is entitled pursuant to this Deed to required the Guarantor to accept such a new lease

- 1.4 in the terms of paragraph 3 of this Deed (with any necessary changes) as if references to the Guarantor were references to the Further Guarantor

Part 3 - Variations To Deed Of Guarantee Where Guarantee Is Given For Assignee

1. Substitute for each reference to the Original Tenant a reference to the assignee
2. Amend the definition of the Lease so that it refers to this Lease
3. Amend the definition of the Guarantee Period so that it commences on the date of the assignment to the assignee
4. (If the guarantee is an authorised guarantee agreement) omit paragraphs 2.4 2.5 and 3.7 of the Deed of Guarantee in Part 1 of this Schedule

Schedule 3 – Services Expenditure And Service Charge

Part 1 - Services

1. Repairs

To keep the Common Parts which serve the Premises in good and substantial repair and when and where necessary to decorate them

2. Common Parts

To keep the Common Parts which serve the Premises (including their windows) clean and where appropriate adequately lit

3. Plant machinery fixtures and fittings

To repair maintain inspect test service operate and (when beyond economic repair) renew or replace:

3.1 the plant machinery apparatus fixtures and fittings used to provide the Services and

3.2 such Building Systems as the Landlord notifies the Tenant pursuant to clause 3.7.3 will be repaired and maintained by the Landlord

4. Refuse

To provide sanitary control and refuse disposal services to the Building including any containers provided by or on behalf of the Landlord

5. Fire control

To supply and maintain in the Building such fire detection prevention control and extinguishment equipment and systems as are required to meet statutory and insurers' requirements

Part 2 - Expenditure

All costs and expenses incurred by the Landlord in or incidental to the operation and management of the Building and the provision of services to them including:

1. Services

Providing the Services listed in Part 1 of this Schedule and like services for the benefit of other tenants and occupiers in the Building

2. Common Parts

2.1 Repairing maintaining decorating inspecting and (where appropriate) cleaning lighting heating altering servicing and (when the Landlord reasonably considers necessary) reinstating renewing or rebuilding the Common Parts

2.2 Carpeting furnishing and equipping the Common Parts as the Landlord may reasonably determine including providing and maintaining floral decorations artwork seating and other fixtures and fittings

- 2.3 The supply of hot and cold water heat cooling light conditioned air electricity gas fuel and communications as appropriate to the Common Parts
3. Plant machinery and systems
- Providing maintaining repairing operating inspecting testing servicing cleaning lighting and (when the Landlord reasonably considers necessary) altering renewing or replacing:
- 3.1 any emergency security and fire safety control systems for the Building and
- 3.2 any plant machinery apparatus and equipment from time to time in the Common Parts or used for the provision of any service item or function referred to in this Schedule
- including any fuel electricity and supplies for such items and any maintenance contracts and insurance in respect of them
4. Street Furniture Signs etc
- Providing maintaining cleaning operating illuminating replacing and renewing street furniture car park and traffic control markings signs and systems name boards directional signs fire regulation notices and other signs and any flags flag poles and aerials
5. Refuse
- Providing and (when necessary) renewing or replacing any paladins compactors or other receptacles and equipment for temporary storage of refuse and procuring the collection or disposal of refuse from the Building
6. Legal Requirements
- 6.1 Complying with obtaining any licences or permissions required under contesting or making representations against any order directive regulation notice covenant or legal requirement relating or alleged to relate to the Building as a whole or to the Common Parts or to the provision of any service item or function referred to in this Schedule
- 6.2 Complying with or enforcing any lease under which the Landlord holds the Building or any part of it
- 6.3 Abating any nuisance emanating from or affecting the Estate or the Building (but not exclusively one tenant) or the Common Parts
7. Outgoings
- 7.1 Paying all existing and future rates taxes duties charges assessments and outgoings (whether or not of a capital or non-recurring nature) and all water gas electricity sewerage telephone communications fuel and other charges and costs assessed charged or imposed upon or payable in respect of the Common Parts or any part of them or any service item or function referred to in this Schedule
8. Management
- Administration and management of the Building management and supervision of the services items and functions referred to in this Schedule keeping accounts calculating

service charges preparing certifying and auditing service charge statements and administering the collection of rents and service charges

9. Common Facilities

Providing maintaining repairing renewing cleaning or operating any facility or service which is appurtenant to or serves it (whether or not in common with other land)

10. Miscellaneous items

10.1 Effecting and maintaining leasing hiring or maintenance contracts in respect of any of the items referred to in this Schedule

10.2 Interest commission fees and charges in respect of any money borrowed to finance any services items or functions referred to in this Schedule

10.3 Complying with insurers' requirements and preparing and settling insurance claims

10.4 Enforcing for the general benefit (as determined by the Landlord) of the tenants in the Building the covenants in any of the other leases of parts of the Building

11. Staff and Managing Agents

11.1 Costs of or incidental to employing or obtaining the services of personnel in connection with any services items or functions referred to in this Schedule including costs related to insurances training working clothes equipment transport accommodation (including residential accommodation) remuneration and benefits severance taxes and levies

11.2 Fees and disbursements of managing agents surveyors accountants lawyers or other persons retained in connection with the management administration protection and operation of the Building and the provision of any services items or functions referred to in this Schedule

11.3 If the Landlord or a person connected with the Landlord or employed by the Landlord attends to the duties mentioned in paragraph 8 of this Part of this Schedule a reasonable fee for the Landlord or such person not exceeding that which independent agents might properly have charged for the same work

12. General

The carrying out or provision of any other services works or things which the Landlord reasonably determines from time to time to be for the general benefit of the Building or any part of it or for the general benefit of the tenants or occupiers of the Building or any part of it or in the interests of good estate management

Part 3 - Calculation and payment of service charge

1. In this part of this Schedule:

| | |
|----------------------------------|--|
| Expenditure | the aggregate of the costs expenses and amounts mentioned in Part 2 of this Schedule but excluding any part of such costs expenses and amounts which the Landlord recovers from any insurance policy |
| Interim Payments | the aggregate of the payments made pursuant to paragraphs 5, Error! Reference source not found. and 6 of this Part of this Schedule in respect of a Service Charge Period |
| Service Charge Period | any year or other period in respect of which the Landlord from time to time keeps accounts in respect of the Expenditure |
| Service Charge Proportion | for any Service Charge Period a fair proportion attributable to the Premises such proportion to be determined by the Landlord's Surveyor whose decision (except in case of manifest error) shall be conclusive |
| Service Charge Statement | a certificate given by Landlord's Surveyor of the Service Charge for a Service Charge Period including a summary of the Expenditure included in the calculation of that Service Charge |

2. The Service Charge payable by the Tenant will be in respect of each Service Charge Period the Service Charge Proportion of the Expenditure paid or incurred in that Service Charge Period (subject as mentioned below). The Service Charge for the Service Charge Periods current at the beginning and end of the Term respectively will be apportioned on a daily basis
3. If the Landlord so requires the Service Charge may include such part of any items of Expenditure of a recurring nature whenever paid or incurred whether before or during the Term and including reasonable provision for anticipated expenditure as the Landlord's Surveyor determines to be a reasonable allocation to the relevant Service Charge Period
4. The Landlord may at any time notify the Tenant of a reasonable estimate of the Expenditure and of the Service Charge for a Service Charge Period and may from time to time revise that estimate
5. The Tenant will pay to the Landlord by equal instalments on the Quarter Days during each Service Charge Period the estimated Service Charge notified to the Tenant for that Service Charge Period or if no estimated Service Charge has been notified to the Tenant the Tenant will pay quarterly instalments of estimated Service Charge at the rate last payable by the Tenant in respect of a previous Service Charge Period. The first payment of estimated Service Charge in respect of the Service Charge Period current at the date of this Lease will be made on the date of this Lease and will be a due proportion in respect of the period from and including the date of this Lease to the next following Quarter Day

- 6. If after the beginning of a Service Charge Period the Landlord notifies the Tenant of any estimate or revised estimate of Expenditure and of Service Charge for that Service Charge Period then the Tenant will pay to the Landlord within 7 days of demand the difference between the amount already paid by the Tenant for that Service Charge Period and the amount which would have been paid if such estimate or revised estimate had been notified to it before the beginning of the relevant Service Charge Period
- 7. If during any Service Charge Period the Landlord reasonably incurs any large and exceptional item of Expenditure then the Landlord may demand by way of an additional payment on account of Service Charge (and instead of a payment under paragraph 6 of this Schedule) the Service Charge Proportion of the whole of that item of Expenditure and the Tenant will pay such amount to the Landlord within 14 days of demand or by such later date as may be specified in the demand
- 8. As soon as practical after the end of each Service Charge Period the Landlord will supply to the Tenant the Service Charge Statement for that Service Charge Period which will (in the absence of manifest error) be conclusive of the matters stated in it for the purposes of this Lease
- 9. If for any Service Charge Period the Service Charge exceeds the Interim Payments the Tenant will pay the difference to the Landlord within 14 days of receipt of the Service Charge Statement
- 10. If for any Service Charge Period the Service Charge is less than the Interim Payments the overpayment will be credited to the Tenant against the next payment of estimated Service Charge or (following the end of the Term) paid to the Tenant within 14 days of issue of the Service Charge Statement
- 11. If any Expenditure is omitted from the calculation of the Service Charge in the Service Charge Statement for a Service Charge Period that Expenditure may be included in the calculation of Service Charge for a subsequent Service Charge Period
- 12. For a period of one month after delivery of the Service Charge Statement to the Tenant the Landlord will make available any accounts receipts invoices and calculations evidencing the Expenditure and the calculation of the Service Charge for inspection by the Tenant at the offices of the Landlord or its managing agents during normal business hours by appointment

Executed as a Deed by TEGG 1 Limited acting)
 by a Director in the presence of a witness:-) Director
)

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness
 occupation.....

**Executed as a Deed by Guildford Business
Café Limited** acting by a Director in the
presence of a witness:-

Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness
occupation.....

**Signed as a Deed by Jonathan Charles
Croxford** in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness
occupation.....