

Dated

12 September

2019

TEGG 1 Limited
and
Molton Brown Limited

Lease

Relating to

Ground Floor Shop, 142-144 High Street, Guildford, Surrey

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH
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LR1	Date of Lease	12 September 2019
LR2	Title number(s)	LR2.1 Landlord's title number(s) SY501077 LR2.2 Other title numbers None
LR3	Parties to this Lease	Landlord TEGG 1 Limited whose registered office is at 30 City Road, London, United Kingdom, EC1Y 2AB (Company Registration Number 11314623) Tenant Molton Brown Limited whose registered office is at 130 Shaftesbury Avenue, London, W1D 5EU (Company Registration Number 02414997) Guarantor None
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail The Property is defined in clause 1 as the Premises
LR5	Prescribed statements etc	None
LR6	Term for which the Property is leased	The term specified in this lease in clause 1 as the Contractual Term
LR7	Premium	None
LR8	Prohibitions or restrictions on disposing of this Lease	This lease contains a provision that prohibits or restricts dispositions
LR9	Rights of acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None

<p>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>
<p>LR11 Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as set out in Schedule 1 Part 2 of this lease</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as set out in Schedule 1 Part 3 of this lease</p>
<p>LR12 Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR13 Application for standard form of restriction</p>	<p>None</p>
<p>LR14 Declaration of trust where there is more than one person comprising the Tenant</p>	<p>None</p>

THIS LEASE is dated on the date specified in Prescribed Clause LR1 and made between the Landlord and the Tenant

1. Definitions

In this lease where the context allows the following expressions have the meanings given

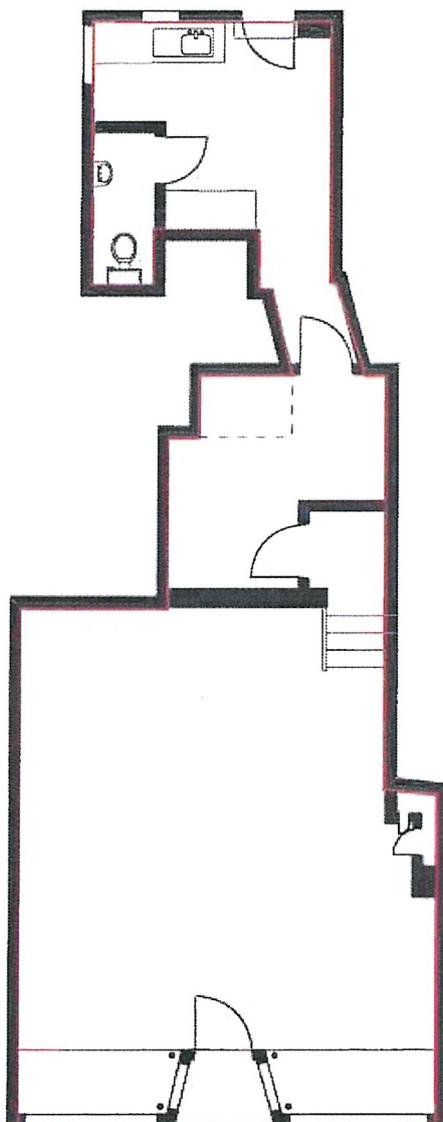
1954 Act	the Landlord and Tenant Act 1954
1987 Order	the Town and Country Planning (Use Classes) Order 1987 (as at the date of this lease)
1995 Act	the Landlord and Tenant (Covenants) Act 1995
Advance Maintenance Payment	means the amount from time to time certified by the Landlord's surveyor or suitably qualified person (such certificate to be in writing and to be served on the Tenant) as being the reasonable and proper estimate of the Tenant's liability for Maintenance Contribution during a Maintenance Period
Air Conditioning Report	(where Part 4 of the EPB Regulations apply) a written report produced under regulation 19 of the EPB Regulations
Annual Rent	the yearly rent payable from time to time by virtue of clause 2.2.1
Break Date	means either 31 January 2023 or 31 January 2026
Building	the land and buildings known as 142-144 High Street Guildford Surrey registered at the Land Registry under the Landlord's title referred to in Prescribed Clause LR2.1 and shown edged red on Plan 2
CDM Regulations	the Construction (Design & Management) Regulations 2015
Common Parts	all roads footpaths yards halls passageways fire escapes staircases lifts landings lavatories landscaped areas and other areas not comprised in any Letting Unit whether in the Building or in any adjoining or neighbouring premises which are from time to time during the Term provided by the Landlord for use in common by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them

Conduits	all cisterns tanks water and supply pipes (including gas and oil pipes) gutters sewers drains soil pipes waste pipes watercourses culverts soakaways ducts conduits flues tubes and other conducting media and also wires cables and optic fibres used for the transmission of electric current television radio telephonic telegraphic and other telecommunications and electronic signals and all fixings louvers cowls covers meters and other ancillary equipment or structures
Contractual Term	a term of years from and including the Term Start Date and expiring on 31 August 2029
EPB Regulations	the Energy Performance of Buildings (England and Wales) Regulations 2012
Group Company	any company which is a subsidiary of the other or both are subsidiaries of a third company within the meaning of section 1159 of the Companies Act 2006
Guarantor	all or any of the following <ul style="list-style-type: none"> (a) the person named as Guarantor in Prescribed Clause LR3 (b) any person who guarantees compliance with the tenant covenants in this lease and in the case of an individual his personal representative
Insured Risks	<ul style="list-style-type: none"> (a) Fire storm flood earthquake lightning explosion impact by vehicles and by aircraft (or other aerial device other than hostile aircraft) articles dropped from them riot civil commotion malicious damage bursting and overflowing of water tanks and apparatus and pipes subsidence terrorism (so far as the same are obtainable upon reasonable terms) and (b) any additional risks against which the Landlord reasonably decides to insure from time to time (or insured at the reasonable request of the Tenant) subject 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 subject to such conditions excesses

exclusions and limitations as the Landlord's insurers may require or the Landlord agrees

Interest	interest at the rate of 4% per annum above the base rate for the time being of National Westminster Bank Pic (or another London Clearing Bank designated by the Landlord) or if there is no such base rate then such other comparable rate of interest as the Landlord (acting reasonably) from time to time in writing specifies
Maintenance Contribution	means 45% of the Service Charge
Maintenance Period	means the period from 1 January to 31 December (both days inclusive) or such other annual period as the Landlord in its discretion (to be exercised reasonably) from time to time determines as being that for which the accounts of the Landlord either generally or relating to the Building are made up
Letting Unit	an individual shop restaurant or suite of rooms office suite or other unit of accommodation in the Building (other than any accommodation provided for a porter or caretaker) that is let or otherwise exclusively occupied (or intended for letting or exclusive occupation) otherwise than solely in connection with the management of the Building or the provision of services to the Building
Loss of Rent Period	three years (or such longer period as the Landlord (acting reasonably) deems appropriate having regard to the likely period required for obtaining planning permission and reinstating the Building)
Plans	the numbered plans attached to this lease and references to individual plans are to the plans so numbered
Planning Acts	the Planning Acts as defined in section 336 of the Town and Country Planning Act 1990 all statutes containing provisions relating to town and country planning from time to time in force and all other statutes statutory instruments regulations rules order and directions included by virtue of clause 5.10.11
Premises	the premises on the Ground Floor of the Building shown edged red on Plan 1 described (for the purpose of obligation as well as grant) in Part 1 of Schedule 1

PLAN 1



GROUND FLOOR

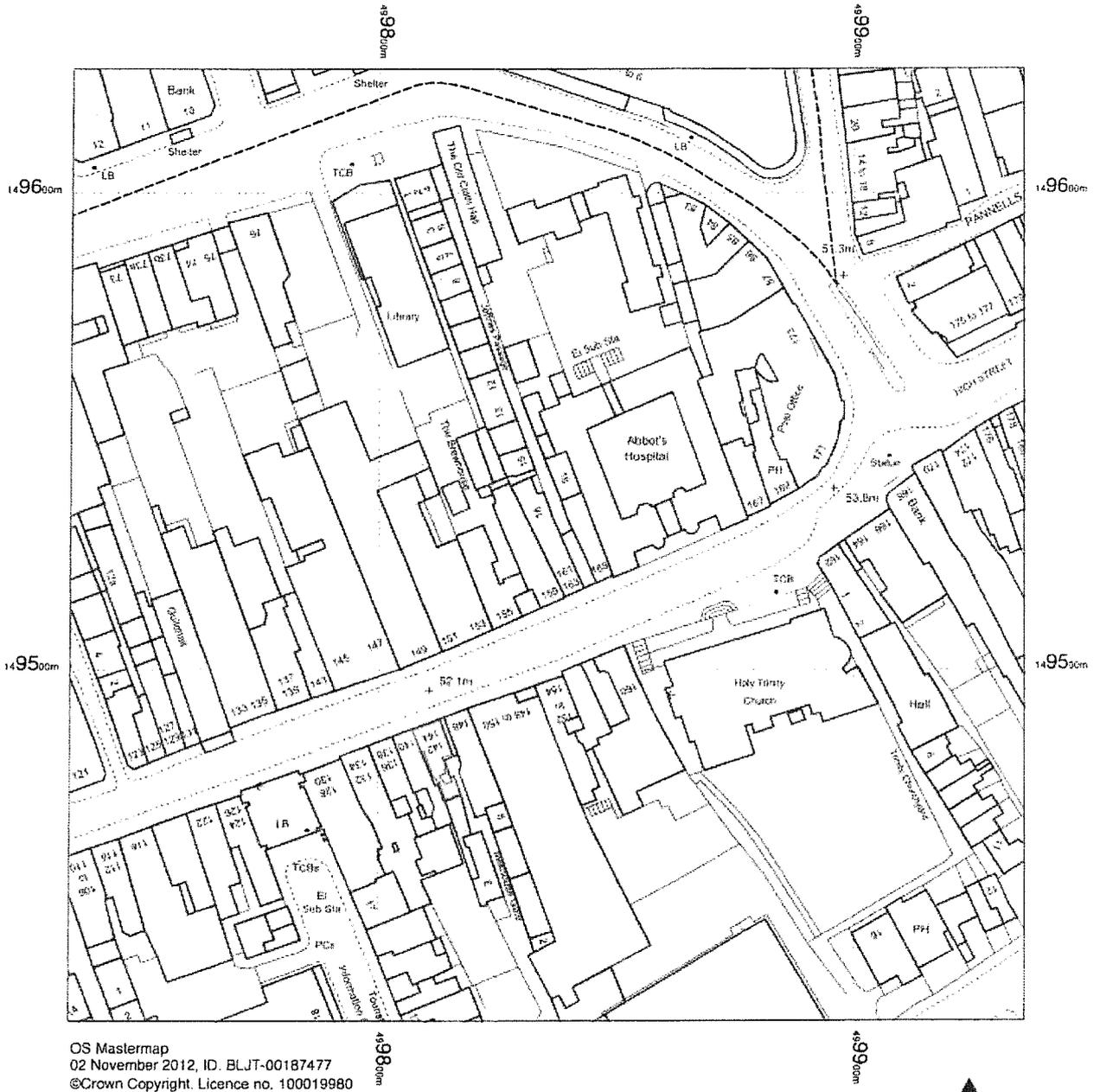


----- approx. 1.50m height

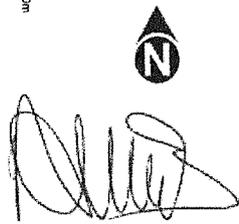
PLAN 1 - Scale 1:100	
	Extent of Demised Premises

Property Address: 142 High Street, Guildford, Surrey GU1 3HJ	Scale: 1:100 unless stated otherwise
	SEDLACEK DESIGN © 2013 01932 356438 Ref. 142HSG82013 <small>For any information on this plan please contact for clarification. DO NOT COPY OR SCALE</small>

PLAN 2



OS Mastermap
 02 November 2012, ID: BLJT-00187477
 ©Crown Copyright. Licence no. 100019980



PLAN 1 - Scale 1:1250

 Extent of Demised Premises

Property Address:
**142 High Street
 GUILDFORD
 SURREY GU1 3HJ**

Scale:
1:1250
 unless stated otherwise

SEDLACEK DESIGN © 2012 01932 356438
 Ref. 142GHSOS82013

For any information on this plan please contact for clarification.
 DO NOT COPY OR SCALE

Prescribed Clauses	each of the Prescribed Clauses set out at the front of this lease
Prior Leases	<p>together:</p> <p>(a) the lease of the Premises dated 13 November 2003 made between (1) Hillbond Limited and (2) Molton Brown Limited, and</p> <p>(b) the lease of the Premises dated 23 December 2013 made between (1) Hillbond Limited and (2) Molton Brown Limited</p>
Rent	any of the rents reserved by clause 2.2
Rent Payment Days	respectively 25 March 24 June 29 September and 25 December in each year and Rent Payment Day shall be interpreted accordingly
Retained Property	<p>all parts of the Building which are not from time to time Letting Units including</p> <p>(a) the Common Parts</p> <p>(b) all Conduits plant and equipment in or serving the Building except any that exclusively serve any individual Letting Unit</p> <p>(c) those Structural Parts which are not within the Premises nor would be included in the other Letting Units in the Building if they were let on the same basis as the Premises</p>
RICS	the Royal Institution of Chartered Surveyors (or any successor organisation)
Service Charge	the proper and reasonable costs and expenses incurred or to be incurred or expended or for which provision is made by the Landlord in respect of each Maintenance Period by reason of the performance of services or the provisions of items mentioned in Part 2 of Schedule 3
Structural Parts	<p>means the structure of the Building which shall be deemed to include the following:-</p> <p>(i) the foundations</p> <p>(ii) any horizontal structural slabs</p> <p>(iii) any loadbearing columns and beams</p>

- (iv) any expansion joints
- (v) the roof
- (vi) all loadbearing walls retaining walls and external walls
- (vii) the external drains

but excluding for the avoidance of doubt (without limitation) the following:-

- (a) any suspended floors
- (b) any floor screed
- (c) any finishes or surfaces
- (d) any ceilings
- (e) any internal non-load bearing walls
- (f) any carpets and floor coverings
- (g) any windows or doors or the frames thereof

Superior Landlord any person(s) entitled to any estate or interest superior to the interest of the Landlord in the Building

Term Start Date 1 September 2019

Uninsured Risk any risk expressly specified in the definition of the Insured Risks against which cover ceases to be available in the London insurance market at economic rates so that the full cost of reinstatement and rebuilding (save for any normal excess) is not recoverable by the Landlord under the insurance policy effected under clause 4.2 (Insurance) (but excluding any case where the relevant insurance cover is withdrawn or limited because of an act neglect or default of the Tenant)

VAT value added tax being the tax as constituted by the Value Added Tax Act 1994 or any other similar tax imposed in addition to or in substitution or performing a similar fiscal function (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are exclusive of any value added tax charged or chargeable thereon)

2.1 Demise

The Landlord lets the Premises with full title guarantee to the Tenant for the Contractual Term (determinable as provided in clause 5.13)

2.1.1 together with the rights set out in Part 2 of Schedule 1

2.1.2 excepting and reserving as set out in Part 3 of Schedule 1

2.1.3 subject to and where applicable with the benefit of the matters referred to in Part 4 of Schedule 1

2.2 Rent

At the following rents which are payable to the Landlord during the Term without any counterclaim deductions or set off of any kind

2.2.1 by equal quarterly payments in advance on the Rent Payment Days:

(a) For the period from and including 1 September 2019 to and including 30 September 2019 one peppercorn (if demanded);

(b) For the period from and including 1 October 2019 to and including 30 August 2020, Ninety Five Thousand Pounds (£95,000) per annum;

(c) For the period from and including 31 August 2020 to and including 30 September 2020 one peppercorn (if demanded);

(d) For the period from and including 1 October 2020 to and including the end of the Contractual Term, Ninety Five Thousand Pounds (£95,000) per annum subject to increase in accordance with Schedule 4 and subject also to clause 5.13.4

2.2.2 from and including the Term Start Date a sum equivalent to the gross premium payable for the insurance effected on the Premises in accordance with clause 4.2 such sum to include tax charged on the premiums for such insurance and to be paid to the Landlord within 14 days of demand

2.2.3 from and including the Term Start Date the Service Charge

2.2.4 any sums payable to the Landlord under clause 3.12 and any other sums which are expressed in this lease to be recoverable as rent

2.2.5 VAT which is payable in accordance with clause 3.3

2.3 Interest

2.3.1 If any Rent or any other sum due under this lease is unpaid (whether in the case of the Annual Rent it is formally demanded or not) the Tenant must pay Interest (both before and after any judgment) calculated on a daily basis on the amount unpaid from and including the date on which it was due to and including the date on which payment is made and to be payable to the Landlord within 14 days of demand and recoverable as rent in arrear

2.3.2 If the Landlord does not demand or declines to accept any Rent or any other sum so as not to waive any breach of covenant the Tenant must pay Interest calculated on a daily basis on the amount refused or unpaid from and including the date on which it was due

to and including the date when payment is accepted by the Landlord and to be payable within 14 days of demand and recoverable as rent in arrear

3. Tenant's Covenants

The Tenant covenants with the Landlord

3.1 To Pay Rent

To pay

3.1.1 the Rent and all other sums payable under this lease at the times and in the manner stated without any deduction counterclaim or set off whether legal or equitable and

3.1.2 the Annual Rent by banker's order or credit transfer to any bank account in the United Kingdom designated by the Landlord if the Landlord gives the Tenant notice to that effect

3.2 To Pay Outgoings

To pay and discharge or indemnify the Landlord against

3.2.1 all present and future rates (including water rates) taxes impositions and outgoings whatsoever which are now or at any time during the Term assessed charged or imposed upon the Premises or the owner or occupier but not any payable by the Landlord on the Rent or occasioned by any disposition or dealing with the reversion to this lease (other than VAT and insurance premium tax)

3.2.2 all charges and rates incurred relating to water gas electric current power sewage telecommunications data and other services and utilities supplied to the Premises during the Term (including all standing charges and meter rents)

3.3 To Pay VAT

3.3.1 Where VAT is chargeable on Rent or any other supply (as defined in the VAT legislation) made by the Landlord to the Tenant that supply is exclusive of VAT and the Tenant is to pay VAT in addition to the amount of the supply on the due date for making that payment (subject to the Tenant having firstly received a valid VAT invoice from the Landlord in relation to such payment)

3.3.2 Where the Tenant is to reimburse the Landlord (or any other person) any expenses incurred and the reimbursement is not a supply to the Tenant for the purposes of VAT to pay an amount equal to any VAT charged

3.3.3 For the avoidance of doubt the Landlord is under no duty to make or not to make any option to tax or exercise or not exercise any right conferred on it by the statutes relating to VAT so as to reduce or avoid any liability to VAT referred to a cove

3.4 To Repair

3.4.1 At all times during the Term (whether or not the Landlord has served notice requiring the Tenant so to do) to keep the Premises including the shop front and fascia in good and substantial repair and condition but so that for the avoidance of doubt the Tenant shall not have responsibility for the repair maintenance renewal or cost of the Structural Parts forming part of the Retained Parts (whether by service charge or otherwise)

3.4.2 The Tenant is not liable under clause 3.4.1 in respect of damage by any of the Insured Risks or any Uninsured Risk (unless and to the extent (in the case of damage by any of the Insured Risks) that payment of any of the insurance moneys is refused by reason of any act neglect or default of the Tenant)

3.4.3 The repairing covenant contained in clause 3.4.1 above shall be construed to have effect as if the Tenant had entered into that covenant at the date of the lease referred to at (a) in the definition of Prior Leases rather than at the date of this lease so that the Tenant will be liable hereunder for any dilapidations and reinstatement obligations arising under the Prior Leases and the Tenant hereby covenants to comply with such obligations at the end of the term of this lease (but only insofar as required pursuant to the provisions of clause 3.7)

3.5 To Redecorate

Without prejudice to clause 3.4 at all times during the Term to keep the Premises in good decorative condition and

3.5.1 in every third year of the Term and in the last six months before the end of the Term (Provided That the Tenant shall not be required to redecorate the shop front and fascia of the Premises more than once in any 12 month period) in a good and workmanlike manner to prepare clean decorate and treat using good quality materials the shop front and fascia and all the external parts of the Premises previously or usually decorated or so treated

3.5.2 in every fifth year of the Term and in the last six months before the end of the Term (Provided That the Tenant shall not be required to redecorate the inside of the Premises more than once in any 12 month) in a good and workmanlike manner to prepare clean decorate and treat using good quality materials all the inside parts of the Premises previously or usually decorated or so treated

3.5.3 the tints colours and patterns of all

(a) external works of decoration and

(b) internal works of decoration effected in the last year before the end of the Term

are to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) Further Provided That the Tenant shall not require the approval of the Landlord to decorate using its house/corporate colours from time to time used for its other stores in the United Kingdom or for decorating using the existing colour scheme

3.6 Fixtures Fittings and Maintenance

Without prejudice to clause 3.4

3.6.1 to keep the Premises fitted out to maintain all trade or tenant's fixtures and fittings (including all shop fittings) in good repair and condition and to replace those fixtures and fittings (which are beyond economic repair) as and when necessary

3.6.2 to maintain the Landlord's fixtures and fittings in the Premises in good condition (following any manufacturers' recommendations regarding their use maintenance and repair) and replace any which are missing beyond repair or unfit for use

3.6.3 to keep the Premises in a condition so as not to affect adversely

- (a) the energy efficiency the energy performance Operational Rating or Asset Rating of each of the Premises and the Building and
 - (b) the efficiency of the Air-Conditioning System serving the Premises
- 3.6.4 to clean the interior and exterior of the windows of the Premises including the windows of the shop front
- 3.6.5 any alterations or works carried out to the Premises (including any reinstatement) are to be carried out using good quality materials
- 3.6.6 to clean the Premises regularly and to maintain them at all times in a clean and tidy condition
- 3.7 To Yield Up
 - At the end of the Term
 - 3.7.1 unless the Landlord otherwise agrees to remove from the Premises all chattels belonging to the Tenant or used by it or any occupier of the Premises and all trade or tenant's fixtures and fittings and to make good any damage caused to the Premises by their removal to the reasonable satisfaction of the Landlord
 - 3.7.2 if the Landlord reasonably requires and gives the Tenant notice to do so no later than three (3) months before the end of the Term to remove all alterations made to the Premises during the Term (whether or not they have been authorised by the Landlord) and to reinstate the Premises making good any damage caused to the Premises by their removal to the reasonable satisfaction of the Landlord
 - 3.7.3 unless the Landlord otherwise requires to reinstate the Premises to the reasonable satisfaction of the Landlord by the removal of the works of alteration carried out under the Prior Leases which did not require the consent of the Landlord under the Prior Leases
 - 3.7.4 quietly to yield up the Premises and all fixtures and fittings (except trade or tenant's fixtures and fittings removed by the Tenant) in a state and condition which is consistent with full performance by the Tenant of its obligations under this lease
- 3.8 End of Term
 - 3.8.1 At the end of the Term
 - (a) to provide the Landlord with all relevant documentation files reports certificates and any other information required to be obtained and/or maintained by the Tenant under any statute in relation to the Premises or their use and occupation or any works or alterations carried out to the Premises
 - (b) where this lease is registered at the Land Registry to apply to close the Tenant's registered title of this lease taking reasonable steps necessary to do so promptly and properly
 - (c) whether or not this lease is registered at the Land Registry promptly apply to remove any notice of this lease (and any easements granted by it) from the Landlord's title and

- (d) ensure that any requisitions raised by the Land Registry in connection with such applications are dealt with promptly and properly and the Landlord covenants with the Tenant to use reasonable endeavours to promptly assist the Tenant in dealing with any such requisitions raised by the Land Registry
- (e) to keep the Landlord informed of the progress and completion of its application and to promptly supply to the Landlord written evidence of that closure and/or removal

3.8.2 If following the end of the Term any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within fourteen days after the Landlord requests it to do so (or if after using all reasonable endeavours the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt)

- (a) the Landlord may as the agent of the Tenant sell the possessions and hold the net sale proceeds to the Tenant's order
- (b) if the Tenant does not claim any such sale proceeds within 90 days of the end of the Term the Landlord is entitled to retain the net proceeds of sale absolutely
- (c) the Tenant will be responsible for and will indemnify the Landlord against any proper liability suffered or incurred by the Landlord directly or indirectly as a result of the presence of the possessions on the Premises after the end of the Term

3.8.3 The provisions of clauses 3.7 and 3.8 inclusive clause 3.38 and any other continuing liability under the terms of this lease will continue to bind the Landlord and the Tenant and any Guarantor after the end of the Term

3.9 To Contribute to common facilities

Where the cost fees and expenses referred to in this clause relate to the Premises and adjoining or neighbouring premises (whether or not forming part of the Building) but are not recoverable through the Service Charge to pay to the Landlord within 14 days of demand a fair and reasonable proportion (to be determined by the Landlord acting reasonably) of the costs fees and expenses properly incurred by the Landlord in making altering repairing maintaining replacing rebuilding decorating cleansing and lighting any Conduits toilets roads ways forecourts yards pavements walls fences structures or other facilities which belong to or are capable of being used or enjoyed by the Premises in common with any other part of the Building and/or any adjoining or neighbouring premises and in default of payment to be recoverable as rent in arrear

3.10 To repair on notice

3.10.1 To permit the Landlord at all reasonable times and where possible outside the Tenant's usual trading hours and following reasonable prior notification (except in emergency where no prior notification is required) to enter and inspect the Premises to take a schedule of fixtures and fittings and generally to monitor the performance by the Tenant of its obligations under this lease

3.10.2 If the Landlord or its agents or surveyors gives to the Tenant notice of

- (a) any repairs maintenance or decoration which the Tenant has failed to carry out or
- (b) any other material failure by the Tenant to comply with its obligations under this lease

to repair clean and decorate the Premises and/or remedy such failure in accordance with the notice within a period of two months from the date of the notice (or in a shorter period if the circumstances properly so require) Provided That the Landlord shall not be entitled to give such notice in the case of minor or decorative wants of repair

3.10.3 If the Tenant does not commence and proceed diligently within that period to comply with the notice to permit the Landlord to enter the Premises and do so at the expense of the Tenant and to pay to the Landlord within 14 days of demand the expense properly incurred (including all legal costs surveyor's and other fees) which (if not repaid) are recoverable by the Landlord as rent in arrear

3.11 To permit entry for repair

To permit the Landlord at reasonable hours (or at any time in an emergency) to enter the Premises for any of the purposes set out in clause 3.11.1 subject to the conditions set out in clause 3.11.2 and only where such right of entry is reasonably required

3.11.1 The right of entry is for the purpose of

- (a) inspecting maintaining cleansing decorating building repairing or altering any other parts of the Building or any adjoining or neighbouring premises or constructing any building or structure on any adjoining or neighbouring premises
- (b) inspecting laying connecting cleansing emptying repairing renewing or altering the Conduits plant and equipment belonging to or serving any other parts of the Building or any adjoining or neighbouring premises
- (c) performing the obligations of the Landlord in this lease or the lease of any other part of the Building
- (d) carrying 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

3.11.2 The person entering is to give reasonable prior notification (except in emergency where no prior notification is required), exercise such rights in a reasonable manner, cause as little disturbance and do as little damage as reasonably practicable and is to make good all physical damage caused to the Premises without unreasonable delay

3.12 To pay costs

3.12.1 To pay to the Landlord within 14 days of demand on an indemnity basis all costs charges fees and other expenses properly incurred or payable by the Landlord in contemplation of in connection with or arising out of

- (a) the preparation and service on the Tenant of any notice (whether statutory or otherwise) and including the preparation of any schedule to accompany such notice in relation to any breach of any covenant by the Tenant (and without prejudice to the generality of the foregoing any notice and schedule relating to the state and condition of the Premises served at or within 6 months after the end of the Term including the cost of any certificate under clause 3.8)
- (b) any proceedings relating to the Premises under section 146 or 147 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)

- (c) the recovery of Rent or other sums due under this lease
- (d) any application to the Landlord for any consent or approval required under this lease whether or not this is granted or acted upon or any application is withdrawn (except where such consent is unlawfully withheld or delayed or granted subject to unlawful conditions)
- (e) the preparation and service by the Landlord of any notice under section 6 of the Law of Distress Amendment Act 1908 or section 17 of the 1995 Act
- (f) any breach of the tenant covenants or other provisions of this lease

3.12.2 The fees referred to in clause 3.12.1 include legal surveyor's and 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 Group Company of the Landlord or by its or their employees

3.13 User

3.13.1 Not at any time to

- (a) use the Premises for any illegal or immoral purpose or for any purpose which may infringe any statute for the time being in force
- (b) use the Premises as sleeping accommodation or for residential purposes nor to keep any animal fish reptile or bird on the Premises
- (c) do or carry on at the Premises any offensive noisy or dangerous act trade business manufacture occupation or thing
- (d) use the Premises 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 or as a shop for the sale of second hand goods or clothes a turf commission agent or betting office or as a restaurant snack bar cafe or eating place or a club or for any sale by auction

3.13.2 To use the Premises for any purpose within Class A1 of the 1987 Order

3.13.3 Not to

- (a) use any flashing or pulsing lights outside the Premises or so as to be visible from the outside
- (b) use any loud speaker television set radio sound equipment or other devices so as to be heard outside the Premises
- (c) install or use in the Premises any machinery or apparatus causing noise or vibration which can be heard or felt outside the Premises or which may cause damage
- (d) keep any materials of a dangerous corrosive toxic contaminative radioactive volatile unstable combustible or explosive nature in the Premises
- (e) store place deposit keep hang or exhibit any articles or goods outside the shop front or the entrance doors or on any open part of the Premises
- (f) cause any obstruction to the forecourt or pavement outside the shop front

3.13.4 To ensure that at all times both the Landlord has written details of the name address and home telephone number of at least two key holders to the Premises

3.13.5 The Tenant acknowledges that nothing in this lease nor any approval or consent given by the Landlord now or at any time during the Term implies represents or warrants that the Premises may be lawfully used for any particular use under the Planning Acts or any other statute

3.14 Alterations

3.14.1 Not to

- (a) unite the Premises with any adjoining premises
- (b) (save as permitted by clause 3.14.2) make any external alterations to the Premises
- (c) cut maim sever pierce or alter the roof the piling foundations or any floor slabs load bearing walls timbers columns girders or beams of the Premises or the Building
- (d) erect or build any additional building or structure upon the Premises
- (e) install any additional plant or machinery (including any air handling equipment or condenser units) on any part of the exterior of the Premises

3.14.2 Not to

- (a) make any internal additions or alterations of a non-structural nature to the Premises
- (b) make any alterations or additions to the fixtures and fittings plant and machinery or the Conduits forming part of and exclusively serving the Premises
- (c) make any alterations to the shop front or fascia
- (d) install in the Premises any heating or cooling equipment or similar apparatus
- (e) install in the Premises any equipment or apparatus which is intended to be an extension of the Landlord's systems and if Landlord's consent is granted only to use equipment or apparatus that is compatible with the Landlord's system

without in each case the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) nor except in accordance with plans and specifications previously submitted to and approved by the Landlord (such approval not to be unreasonably withheld or delayed) and subject always to the provisions of clause 3.14.5

3.14.3 Notwithstanding clauses 3.14.1(b) and 3.14.1(c) the Tenant may

- (a) carry out any structural alterations to the Premises which are
 - (i) necessary to comply with the Tenant's obligations to keep the Premises in repair or for reinstatement of alterations carried out to the Premises and
 - (ii) in accordance with plans and specifications previously submitted to and approved by the Landlord (such approval not to be unreasonably withheld or delayed) and

- (b) carry out any structural alterations to the Premises which are
 - (i) of a minor nature ancillary to and a necessary consequence of any alterations to which the Landlord gives its consent under clauses 3.14.2 or 3.17 and
 - (ii) which are approved by the Landlord when giving that consent in accordance with those clauses and
- (c) make any external alterations to the Premises which are
 - (i) ancillary to and a necessary consequence of any alterations to which the Landlord gives its consent under clauses 3.14.2 or 3.17 and
 - (ii) which are approved by the Landlord when giving that consent in accordance with those clauses

3.14.4 Before giving any consent under clause 3.14 the Landlord (acting reasonably) may require the submission to the Landlord of sufficient information to enable the Landlord to assess the impact of the proposed alterations on the energy efficiency Operational Rating or Asset Rating of each of the Premises and the Building

3.14.5 Any consent given under this clause 3.14 may be given subject to such conditions as the Landlord may reasonably require including any or all of the following

- (a) any conditions to ensure that the energy efficiency the energy performance Operational Rating or Asset Rating of each of the Premises and the Building is not adversely affected
- (b) except in the case of alterations under clause 3.14.3(a) a condition that the Tenant before commencing any works must covenant with the Landlord to reinstate the Premises in such terms as the Landlord may reasonably require

3.14.6 Notwithstanding clause 3.14.2 the Tenant may without any consent from the Landlord erect alter or remove any internal demountable partitioning which does not in any way affect the structure of the Premises and/or the Building or adversely affect the mechanical and electrical systems in the Premises and/or the Building (including any air handling systems) and/or install racking gondolas and shelving and/or make cosmetic changes to the floor ceiling and wall finishes of the Premises or the external appearance of the Premises and/or the Building subject to the Tenant

- (a) giving to the Landlord not less than 28 days' notice of its intention to carry out any such works together with plans and specifications
- (b) carrying out such works in a good and workmanlike manner and in accordance with any necessary permission consent or approval required under statute
- (c) reinstating the Premises to their former state and condition on or before the end of the Term unless the Landlord by notice requests the Tenant to do otherwise

3.15 CDM Regulations

In all cases where the CDM Regulations apply to any works carried out to the Premises (whether or not the Landlord's consent is required for them under clause 3.14)

3.15.1 the Tenant is to

- (a) comply in all respects with the CDM Regulations and procure that any person involved in carrying out such works complies with the CDM Regulations
- (b) where appropriate act as the client in respect of those works and where the Landlord is also a client in respect of these works under the CDM Regulations elect to be the primary client for the purposes of the CDM Regulations (and the Landlord agrees to such election)
- (c) where the works are notifiable under the CDM Regulations procure that the person appointed as CDM co-ordinator in accordance with the CDM Regulations properly notifies the Health and Safety Executive and will forward a copy of the acknowledgement from the Health and Safety Executive to the Landlord
- (d) make review maintain and update the health and safety file in accordance with the CDM Regulations and make it available to the Landlord for inspection by the Landlord or any persons specified by the Landlord when reasonably requested
- (e) no later than three months after carrying out any works to which the CDM Regulations apply provide the Landlord with a certified copy of the Health and Safety File
- (f) supply all information to the Landlord that the Landlord reasonably requires from time to time to enable the Landlord to comply with the Landlord's obligations under the CDM Regulations
- (g) hand the health and safety file to the Landlord at the end of the Term unless the Tenant is granted a new lease of the Premises and
- (h) obtain all copyright licences which are needed for the Tenant to comply lawfully with this clause 3.15 and allow the Landlord or any persons specified by the Landlord to take further copies of the health and safety file or any part of it without payment of any fee

3.15.2 If the Tenant fails to provide any information which it is required to provide under clause 3.15.1 to allow the Landlord to enter the Premises at reasonable times on reasonable notice (and where possible outside the Tenant's usual trading hours) to carry out any inspection and investigation necessary for the Landlord to make a complete record of the works and to obtain any other information which the health and safety file should contain and to pay all costs and expenses properly incurred by the Landlord within 7 days of demand as additional rent

3.16 Energy Performance

3.16.1 Where a valid Energy Performance Certificate held by the Landlord in respect of the Premises or the Building is invalidated by any alteration or modification or any other work done by the Tenant the Tenant must (at the Landlord's option) either obtain a new Energy Performance Certificate for that part of the Building or indemnify the Landlord in respect of the proper cost of obtaining a new Energy Performance Certificate for the Premises or the Building

3.16.2 Where the Tenant obtains an Energy Performance Certificate or Display Energy Certificate in respect of the Premises to provide to the Landlord free of charge and within 14 days of the Tenant obtaining such certificate a copy of each Energy Performance Certificate Recommendation Report Display Energy Certificate and Advisory Report obtained together with copies of all ancillary documents and information and (if not

apparent from the copy) supply details to the Landlord of the reference number of the Energy Performance Certificate Recommendation Report Display Energy Certificate and Advisory Report

3.16.3 To provide to the Landlord on request a copy of any Air Conditioning Report prepared commissioned or procured by the Tenant for the Premises (if any) that is most recent at the date of the request

3.16.4 To allow the Landlord to have access to all documentation data and information in the Tenant's possession or under its control reasonably required in order to do any or all of the following

(a) prepare an Energy Performance Certificate and Recommendation Report for the Building

(b) prepare a Display Energy Certificate or Advisory Report for the Building

(c) inspect any Air-conditioning System forming part of the Retained Property and prepare an Air Conditioning Report in respect of it and/or

(d) comply with any duty imposed upon the Landlord under the EPB Regulations

and the Tenant is to co-operate with the Landlord so far as is reasonably necessary to enable them to carry out such functions

3.17 Aerials and Signs

3.17.1 Not to exhibit any sign fascia notice or advertisement (Sign) on the outside of the Premises or so as to be visible outside the Premises other than two Signs on the shop fascia subject to obtaining Landlord's consent (such consent not to be unreasonably withheld or delayed) Provided That nothing in this lease shall require the Tenant to obtain the Landlord's consent to enable the Tenant to:

(a) display trade signs and advertisements covering not more than 25% of the glazed area of the shop front of the Premises or during sales periods such greater coverage as the Tenant shall reasonably require; and/or

(b) display signs and advertisements within the Premises

3.17.2 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 such consent not to be unreasonably withheld or delayed

3.17.3 At the end of the Term to remove any Sign pole mast aerial or dish and make good any damage caused to the reasonable satisfaction of the Landlord

3.18 To comply with the Planning Acts

3.18.1 To comply with the Planning Acts and any planning permissions relating to or affecting the Premises and to indemnify and keep the Landlord indemnified against all liability suffered or incurred in consequence of any non-compliance

3.18.2 Not to make any application for planning permission relating to the Premises without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed)

where that application relates to any alteration addition or change of use to which the Landlord has given its consent under the terms of this lease)

- 3.18.3 Subject to clauses 3.18.2 at the expense of the Tenant to obtain and if appropriate to renew all planning permissions and any other consents and to serve all necessary notices required for the carrying out by the Tenant of any operations or the commencement or continuance of any use on the Premises which may constitute Development
- 3.18.4 To pay and satisfy any charge or levy imposed under the Planning Acts relating to any Development by the Tenant or any occupier of the Premises
- 3.18.5 Not to implement any planning permission before it has been produced to and approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) Provided that the Landlord may refuse to approve such planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the reasonable opinion of the Landlord be or be likely to be prejudicial to the Landlord's interest in the Premises or in any adjoining or neighbouring premises whether during or following the end of the Term
- 3.18.6 Unless the Landlord otherwise directs in writing to carry out and complete before the end of the Term
 - (a) any works required to be carried out to the Premises under any condition subject to which a planning permission is granted where that planning permission is implemented by the Tenant or any occupier of the Premises (whether or not the date by which those works are to be carried out is within the Term) and
 - (b) any Development begun upon the Premises where the Landlord is or may become liable for any charge or levy under the Planning Acts
- 3.18.7 To produce to the Landlord as soon as reasonably practicable all plans documents and other evidence which the Landlord may reasonably require in order to satisfy itself that the provisions of this clause have been complied with
- 3.18.8 If reasonably required by the Landlord but at the cost of the Tenant to appeal against any refusal of planning permission or the imposition of any conditions in a planning permission relating to the Premises following an application by the Tenant
- 3.19 To comply with statutes
 - Without prejudice to clause 3.14
- 3.19.1 to execute and do all such acts matters works or things as may during the Term be required in order to comply with any statute or the requirements of any government department local or other authority or court of competent jurisdiction relating to
 - (a) the Premises or the Tenant's use or occupation of the Premises
 - (b) the use of all Conduits and machinery and equipment at or serving the Premises and
 - (c) all materials kept at or disposed from the Premises

- (d) any works carried out to the Building or their use where such works have been carried out by the Tenant its predecessors in title or any other person in occupation of the Premises

whether or not the requirements are imposed on the lessor the lessee or the occupier of the Premises

- 3.19.2 in default of compliance to permit the Landlord to enter the Premises and comply with such requirements
- 3.19.3 to indemnify the Landlord from and against all liability suffered or incurred in consequence of any non-compliance by the Tenant
- 3.19.4 within seven days of receipt by the Tenant of any notice or order or proposal for a notice or an order issued to the Tenant or served on the Premises by any government department local or other authority or court of competent jurisdiction under any statute to give full particulars to the Landlord and without delay to take all reasonable or necessary steps to comply with any notice or order and also at the request of the Landlord to make or join with the Landlord in making any objection or representation against any notice order or proposal which the Landlord (acting reasonably) deems expedient
- 3.20 Encroachments
 - 3.20.1 Not to stop up darken obstruct injure or impair any windows lights or easements belonging to the Premises or to any buildings on any part of the Premises
 - 3.20.2 Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired against or upon the Premises and if any window light opening doorway path passage drain or other encroachment or easement is made or attempted to be made to give notice to the Landlord as soon as reasonably practicable and at the request of the Landlord to adopt such means as may be reasonably required for preventing such encroachment or the acquisition of such easement
- 3.21 Occupation and Possession
 - 3.21.1 Except as permitted by clauses 3.22 3.23 and 3.24
 - (a) not to hold the Premises on trust for another (except where the Tenant comprises four individuals carrying on business in partnership with others at the Premises and holds the Premises on trust for the remaining partners)
 - (b) not to part with or share the possession or occupation of the whole or any part of the Premises
 - (c) not to permit another to occupy the whole or any part of the Premises
 - 3.21.2 Not to assign or charge part only of the Premises
 - 3.21.3 Notwithstanding clause 3.21.1 where the Tenant is a company it may share the occupation of the Premises with another Group Company for so long as the following conditions are satisfied
 - (a) the Group Company and the Tenant remain members of the same group

- (b) the Group Company occupies the Premises as a tenant at will or a licensee where no relationship of landlord and tenant subsists between the Tenant and the Group Company

and the Tenant is to notify the Landlord in writing of the identity of any Group Company occupying the Premises and any change in occupation

3.22 Assignment

3.22.1 The Tenant may not assign the Premises without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) and without complying with clause 3.22.3

3.22.2 Conditions Precedent (which are specified conditions for the purposes of section 19(1A) of the Landlord and Tenant Act 1927) are the following

- (a) if the proposed assignee is not of sufficient financial standing to pay the Rent and to comply with the Tenant's obligations in this lease (except where in the reasonable opinion of the Landlord acceptable security for such payments and such obligations is provided)
- (b) that (where reasonably required by the Landlord) the Tenant (and any former tenant as defined by section 16(6) of the 1995 Act) enters into an authorised guarantee agreement guaranteeing the performance by the assignee of its obligations as tenant under this lease in substantially the form set out in Schedule 2 or in such other form, as the Landlord may require (acting reasonably) provided that it complies with the requirements set out in section 16 of the 1995 Act
- (c) that any Guarantor of the Tenant enters into the authorised guarantee agreement required under clause 3.22.2(b) for the purpose of guaranteeing the obligations of the outgoing Tenant under that authorised guarantee agreement

3.22.3 The parties agree that

- (a) any consent given by the Landlord to an application for consent to an assignment may be given subject to a condition that any or all of the Conditions Precedent referred to in clause 3.22.2 which are capable of applying to the assignment are complied with
- (b) the Landlord is entitled to withhold consent for an assignment where circumstances apply if it would be reasonable to withhold consent in those circumstances or to grant consent subject to conditions other than those referred to in clause 3.22.2 where to impose such conditions would be reasonable

3.23 Underletting

3.23.1 Not to underlet the Premises except by an underlease of the whole of the Premises which

- (a) is granted without any premium or capital payment payable by the undertenant Provided that the Tenant may allow a rent free period that does not exceed the period as is then usual in the open market for such an underletting
- (b) reserves a yearly rent which is not less than the full market rent of the Premises upon the grant of the underlease

- (c) requires the rent to be paid quarterly in advance on the Rent Payment Days in this lease
- (d) contains equivalent restrictions as to holding on trust parting with or sharing possession or occupation of the underlet premises to those contained in this lease
- (e) contains an absolute prohibition against all dealings with the underlet premises other than an assignment of the whole
- (f) contains equivalent provisions relating to the assignment of the Premises to those contained in clause 3.22
- (g) prohibits any assignment (including any interest deriving out of that underlease however remote) without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) under this lease
- (h) imposes in relation to any dealing the same obligations for direct covenants and registration as are contained in this lease
- (i) prohibits the undertenant from doing or allowing any act or thing in relation to the underlet premises inconsistent with or in breach of the provisions of this lease
- (j) contains covenants by the undertenant which are no less onerous than the Tenant's obligations in this lease (other than as to the Annual Rent) and a proviso for re-entry by the underlandlord on breach of any covenant by the undertenant
- (k) is in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- (l) is excluded from the operation of sections 24 to 28 (inclusive) of the 1954 Act

3.23.2 To procure that any undertenant covenants by deed (jointly and severally if more than one) directly with the Landlord

- (a) to observe and perform the Tenant's covenants and other provisions of this lease (other than the covenant for payment of rent and only so far as they relate to the underlet premises) and
- (b) not to assign or underlet share or otherwise part with the possession or occupation of the underlet premises (or any derivative interest in the underlet premises however remote) except in accordance with the provisions of the underlease or without the consent of the Landlord under this lease and
- (c) to observe and perform the undertenant's covenants and the other provisions in the underlease including the covenant for payment of rent

3.23.3 Not to underlet the Premises (including any interest in the Premises deriving out of this lease however remote) without the previous consent in writing of the Landlord (which will not be unreasonably withheld or delayed where the transaction complies with the other provisions of this clause 3.23)

3.23.4 In relation to any underlease

- (a) to enforce the performance by each undertenant of the provisions of the underlease

- (b) not at any time to waive or vary any of its provisions without the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

3.24 Charging

- (a) Not to charge part only of the Premises
- (b) Not to charge the whole of the Premises without the previous consent in writing of the Landlord (which will not be unreasonably withheld or delayed)

3.25 Registration at the Land Registry

Where the grant of this lease or any assignment underletting charge or other disposition or devolution of any interest in the Premises (however remote) is compulsorily registrable at the Land Registry

3.25.1 to apply promptly to the Land Registry (or procure that application is made) for registration of that disposition devolution or grant (and all rights granted or reserved by it) and to use all reasonable endeavours to comply promptly (or procure compliance) with any requisition made by the Land Registry to complete the registration and the Landlord shall use reasonable endeavours to promptly assist the Tenant in dealing with any such requisitions

3.25.2 within one month of the completion of registration of the grant disposition or devolution required by clause 3.25.1 to supply the Landlord or its solicitors such an official copy of the register entries

3.26 Notification of Dealings

3.26.1 In this clause 3.26 a Transaction means any assignment underletting charge or other disposition or devolution of any interest in the Premises (however remote)

3.26.2 Within one month of

- (a) any Transaction affecting the Premises or
- (b) any change in the name of the Tenant (or any Group Company of the Tenant in occupation of the Premises)

to give notice to the Landlord or its solicitors to produce a certified copy of any relevant document for registration by the Landlord and to pay a reasonable fee (being not less than fifty pounds plus VAT) for the registration of each Transaction or change of name registered

3.26.3 To supply to the Landlord or its surveyors within one month of any request full details of all interests deriving out of the Term including in relation to each interest all information of the type referred to in section 40(1)(a) and (b) of the 1954 Act

3.27 Notice of Reletting and Sale

3.27.1 To permit the Landlord at any time during the last six months before the end of the Term to enter the Premises to fix and retain upon any suitable part of the Premises and in a position firstly approved by the Tenant (such approval not to be unreasonably withheld or delayed) a notice for reletting and during that period to permit persons with the authority of the Landlord or its agents to view the Premises at reasonable times Provided

that the Landlord shall not be entitled to erect any reasonable notice where the Tenant in good faith is taking steps to renew this lease pursuant to the 1954 Act

- 3.27.2 To permit the Landlord at any time during the Term to enter the Premises to fix and retain on any suitable part of the Premises and in a position firstly approved by the Tenant (such approval not to be unreasonably withheld or delayed) a notice for sale or other disposition of any interest superior to this lease and to permit at reasonable times and upon reasonable prior notification agents or prospective purchasers of any interest superior to this lease to view the Premises provided they are authorised by the Landlord or its agents
- 3.28 Insurance
- 3.28.1 Not to do or omit anything which could cause in respect of any policy of insurance relating to the Premises the Building or any adjoining or neighbouring premises belonging to the Landlord to become void or voidable or (unless the Tenant has previously notified the Landlord and the Insurers and has agreed to pay the increased premium) anything which could increase the rate of premium payable for such insurance and to repay to the Landlord any increased or additional premium which may be required for effecting or keeping up such insurance
- 3.28.2 To notify the Landlord in writing immediately of any circumstances or events which might affect any insurance relating to the Premises or the Building or affect the decision of any insurer to grant or continue the insurance which the Landlord covenants to effect
- 3.28.3 To notify the Landlord in writing immediately if the Premises are no longer occupied and to comply with any requirements of the Landlord's 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 necessary to comply with those requirements and the Tenant is to repay the Landlord within 7 days of demand all costs properly incurred by the Landlord
- 3.28.4 If the Premises or any part are destroyed or damaged to notify the Landlord in writing as soon as reasonably practicable once such destruction or damage comes to the attention of the Tenant
- 3.28.5 To 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 or fittings) as soon as reasonably 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
- 3.28.6 To pay to the Landlord within 14 days of demand
- (a) all expenses properly incurred by the Landlord in reinstating any insurance policy which the Tenant has caused to be void or voidable
 - (b) any increased insurance premium attributable to the Tenant
 - (c) an amount equal to all moneys which the Landlord is unable to recover under any insurance policy as a result of any act neglect or default of the Tenant plus Interest
 - (d) a fair proportion of all such moneys which are irrecoverable because of the imposition by the insurer or the acceptance by the Landlord of an obligation to bear part of an insured loss (commonly called an excess)

- 3.28.7 To insure at all times during the Term with a reputable insurer
- (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 replacement value
 - (c) (to the extent that this is not covered by the insurance effected by the Landlord under clause 4.2) all boilers plant and equipment in the Premises against loss or damage by explosion breakdown or other sudden or unforeseen causes
- 3.28.8 To pay all premiums for insurance effected in accordance with clause 3.28.7 promptly after they become due and whenever reasonably required by the Landlord to produce particulars of the insurance and evidence of payment of the premium
- 3.28.9 Promptly to reinstate any plate and armoured glass that is broken or damaged with glass of the same quality and thickness
- 3.28.10 Not to effect any insurance of the types specified in clause 4.2 but if it does so the Tenant is to pay to the Landlord all moneys received as a result of such insurance
- 3.29 Fire Precautions
- 3.29.1 To comply with the requirements and reasonable recommendations of the fire authority the insurers of the Premises and the reasonable requirements of the Landlord in relation to fire precautions affecting the Premises
- 3.29.2 To keep the Premises supplied and equipped with such fire alarm smoke detection firefighting and extinguishing appliances and equipment as are required by any statute the fire authority or the insurers of the Premises or as are reasonably required by the Landlord and such appliances are to be open to inspection and maintained to the reasonable satisfaction of the Landlord
- 3.29.3 Not to obstruct the access to or means of working of any fire alarm smoke detection firefighting and extinguishing appliances and equipment or the means of escape from the Premises in case of fire or other emergency
- 3.30 Not to cause nuisance
- Not to do at the Premises or any other part of the Building anything which may be or become a nuisance annoyance damage or disturbance to the Landlord its tenants or the owners or occupiers of any adjoining or neighbouring premises
- 3.31 Not to overload
- Not to overload the structure of the Premises or the Building and in particular
- 3.31.1 not to place any excessive load on the floors of the Premises and
- 3.31.2 not to suspend any excessive weight from any of the floor beams joists roof members or other load bearing parts of the Premises or the Building
- 3.31.3 not to bring in any safe or other heavy article without first obtaining the approval of the Landlord to its siting in the Premises
- 3.32 Not to obstruct

Not to obstruct the Common Parts including any road footpath forecourt landing corridor staircase hall lavatory or water closet in the Building

3.33 Refuse

3.33.1 Not to allow refuse or rubbish of any description to accumulate on the Premises

3.33.2 Until its removal from the Premises to store all refuse in a manner which causes no fire or health hazard

3.33.3 Not to deposit refuse rubbish litter goods or any other material on any of the open parts of the Premises or any other part of the Building otherwise than in receptacles designated for the keeping of refuse rubbish litter goods or other materials

3.34 Pollution

3.34.1 Not to discharge into any pipe drain or sewer serving the Premises or any other property any oil grease or other deleterious matter waste or other substance which might cause a nuisance or annoyance or might block or damage the sanitary or drainage system of the Building or the Premises or any other property

3.34.2 Not to cause or permit any deposit in or under the Premises or any discharge or escape from the Premises of any matter substance material waste or effluent which would cause or be likely to cause

(a) any nuisance annoyance damage or harm

(b) any pollution of any watercourses or any controlled waters or

(c) the Building or any other land to be contaminated land

3.35 Not to overload services

In relation to any electrical gas or heating systems in the Premises not to

3.35.1 attach any appliances so as to overload the current or supply

3.35.2 interfere with alter or add to such systems except in accordance with clause 3.14

3.35.3 employ any person or persons other than the engineers or other persons approved from time to time by the Landlord to make any alterations or additions

3.36 Common Parts

3.36.1 At all times to take all necessary steps to prevent any damage to the Common Parts including when bringing in or removing goods furniture or luggage from the Premises

3.36.2 To use any entrance passage and staircase lavatories and water closets in the Common Parts in a careful manner and to make good any damage caused by improper or careless use

3.36.3 To keep all entrances passages and staircases in the Common Parts clear and free from obstruction at all times

3.37 Defective Premises

3.37.1 To give notice immediately to the Landlord of any defect in the Premises or the Building which might give rise to a liability or duty on the Landlord under this lease the Defective Premises Act 1972 or otherwise and immediately to take such steps as are reasonably required to minimise any consequential disrepair and to prevent loss damage or injury to persons or to property

3.37.2 To display all notices or warnings of relevant defects (within the meaning of section 4 of the Defective Premises Act 1972) which the Landlord may reasonably require for the purpose of avoiding or defraying any liability under that Act or complying with its provisions

3.38 Rateable Occupation

3.38.1 To make good any loss of rating relief applicable to empty premises which is suffered by the Landlord by reason of such relief being allowed in respect of any period prior to the end of the Term or during which the Tenant is in possession of the Premises

3.38.2 Not to make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list without the approval of the Landlord (such approval not to be unreasonably withheld or delayed)

3.39 Substitute Guarantor

3.39.1 If at any time during the Term any event referred to in clause 5.1.2 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 (acting reasonably) executes and delivers to the Landlord a deed containing a covenant with the Landlord as a primary obligation in the same terms as those entered into by the former Guarantor

3.39.2 Clause 3.39.1 does not apply in the case of a person who is Guarantor by reason of having entered into an authorised guarantee agreement

3.40 Indemnity

During the Term and any subsequent period during which the Tenant remains in occupation of the Premises to be responsible for and to indemnify the Landlord against all liability resulting directly or indirectly from

3.40.1 any act neglect or default of the Tenant

3.40.2 any breach by the Tenant of the provisions of this lease

3.40.3 any obligation to abate a nuisance or to remedy any other matter in connection with the Premises in obedience to a notice served by a local or public authority

3.41 Covenants

To comply with the matters referred to in Part 4 of Schedule 1

4. Landlord's Covenants

The Landlord covenants with the Tenant

4.1 Quiet Enjoyment

(Subject to the Tenant paying the Rent and other sums due and complying with its obligations under this lease) to permit the Tenant to hold the Premises peaceably for the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for it

4.2 Insurance

4.2.1 To insure (unless the insurance is vitiated by any act neglect or default of the Tenant)

- (a) the Building (including any authorised additions and alterations to the Premises which have been notified to the Landlord in accordance with clause 3.28.5) and all Landlord's fixtures and fittings of an insurable nature (other than trade or tenant's fixtures and fittings and plate glass) against the Insured Risks in a sum determined by the Landlord (acting reasonably) as being the full reinstatement cost including architects surveyors and other professional fees the cost of debris removal demolition shoring up site clearance and security and any works that may be required by statute obtaining all necessary consents all applicable VAT and incidental expenses and an appropriate allowance for inflation having regard to any possible delay in the commencement and carrying out of such reinstatement
- (b) loss of Annual Rent for the Loss of Rent Period
- (c) (to the extent to which they are not covered by clause 4.2(a)) any lifts boilers plant and equipment in the Building now or at any time against third party liability and any other risks and perils which the Landlord acting reasonably decides from time to time
- (d) the third party liability of the Landlord in connection with the Building including the acts neglects or defaults of the Landlord its servants or agents insofar as such liability is insurable at any time and is not covered by clause 4.2(a)

4.2.2 The Landlord's obligation to insure is 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

4.2.3 At the request of the Tenant to produce to the Tenant reasonable evidence from the insurers of the terms of the insurance policy and the fact that the policy is subsisting and in effect

4.2.4 In relation to any insurance effected by the Landlord under clause 4.2 the Landlord is to use reasonable endeavours to ensure that the interest of the Tenant is noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy

4.3 Reinstatement

If at any time the Building is damaged or destroyed by any of the Insured Risks when lawful to do so to use all insurance moneys received (other than in respect of loss of

Annual Rent and third party liability) towards reinstating so far as practicable the Building (but subject to the Tenant's compliance with the provisions of clause 3.28) Provided that

4.3.1 if any national local public or other authority lawfully refuses permission or otherwise lawfully prevents reinstatement or reinstatement is otherwise prevented the insurance monies (so far as unapplied) shall belong to the Landlord absolutely

4.3.2 the Landlord is not obliged to rebuild or reinstate the Premises to its previous specification and layout so long as it is of substantially the same size and quality as the Premises so as to provide property and facilities and Common Parts reasonably equivalent to the Premises and thereafter all the covenants and conditions of this lease will apply to such property so far as applicable as they applied to the Premises (the parties making such variations to the terms of this lease as are reasonably required to give effect to this provision)

4.4 Repair

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

4.4.1 to keep the structure and exterior of the Building and the Common Parts in good and proper repair and decorative condition

4.4.2 to keep the Common Parts clean and where appropriate keep them lit during the Service Hours

Provided that the Landlord is not liable

4.4.3 to do anything which it has not expressly covenanted to do

4.4.4 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 any employee or agent or other person providing or purporting to provide any of the services listed in Schedule 3 Part 2 or in relation to the fulfilment of the Landlord's obligations in so far as this could not reasonably have been avoided Provided that the Landlord shall take all reasonable steps to minimise any such period of interruption failure or breakdown of any services

4.5 Services

The Landlord shall provide the services referred to in Schedule 3

5. Provisos and Agreements

The parties agree that

5.1 Re-entry

5.1.1 If and whenever during the Term any event referred to in clause 5.1.2 occurs the Landlord may enter the Premises (or any part of it) at any time thereafter even if a previous right of re-entry has been waived and upon that entry the Term will end (but without prejudice to any right of action which has accrued to the Landlord for breach of any of the provisions of this lease including the breach under which the re-entry is made)

5.1.2 The events entitling the Landlord to re-enter under clause 5.1.1 are any of the following

- (a) the Annual Rent or any other Rent is unpaid in part or in whole for twenty one days after becoming due (whether formally demanded or not)
- (b) the Tenant at any time fails or neglects to perform any of its obligations in this lease or in any document collateral or supplemental to this lease
- (c) where the Tenant or any Guarantor is a corporation
 - (i) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or Guarantor
 - (ii) notice is given of an intention to appoint an administrator or the prescribed documents are filed in court in connection with the appointment of an administrator in relation to the Tenant or the Guarantor
 - (iii) an application is made for an administration order or the appointment of an administrator or the making of an administration order in relation to the Tenant or Guarantor
 - (iv) a receiver or manager or an administrative receiver or judicial custodian or similar officer is appointed in relation to any property or income of the Tenant or Guarantor
 - (v) a voluntary winding-up is commenced in respect of the Tenant or Guarantor (except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies)
 - (vi) a petition for a winding-up order or a winding up order is made in respect of the Tenant or Guarantor
 - (vii) the Tenant or Guarantor is struck off the Register of Companies or dissolved or the Tenant or Guarantor otherwise ceases to exist
- (d) where the Tenant or any Guarantor is an individual
 - (i) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or Guarantor
 - (ii) a petition for a bankruptcy order is presented or a bankruptcy order is made against the Tenant or Guarantor
 - (iii) a receiver or manager or judicial custodian or similar officer is appointed in relation to any property or income of the Tenant or Guarantor
- (e) the Tenant or any Guarantor (whether an individual or a corporation)
 - (i) is or is deemed for the purpose of any law or it admits to be unable to pay its debts or to be insolvent
 - (ii) suffers any distress or execution to be levied on the Premises
 - (iii) the person ceases to exist for any reason or

- (f) equivalent events to those referred to in the preceding provisions of this clause 5.1.2 are instituted or occur in relation to the Tenant or any Guarantor outside the United Kingdom

5.2 Suspension of Rent

5.2.1 If the Building or any part are damaged or destroyed by any of the Insured Risks or by an Uninsured Risk so as to render the Premises unfit for occupation and use or if the Common Parts are damaged or destroyed by any of the Insured Risks or by an Uninsured Risk so as to make the Premises inaccessible or unusable and (in the case of damage or destruction by any of the Insured Risks) the insurance is not vitiated or payment of the insurance moneys is not refused wholly or in part through any act neglect or default of the Tenant the Annual Rent (or a fair proportion according to the nature and extent of the damage sustained) shall cease to be payable for a period beginning on the date of damage or destruction and ending on the earlier of

- (a) the date on which the Premises are again fit for occupation and use the Common Parts have been reinstated so as to make the Premises accessible or usable (as the case may be)

- (b) the last day of the Loss of Rent Period

5.2.2 Any dispute over the amount or duration of the Annual Rent to be suspended is to be settled by a single arbitrator in accordance with the Arbitration Act 1996 appointed by agreement between the Landlord and the Tenant or in the absence of agreement (on the application of either party) by the RICS

5.3 Termination where Reinstatement is prevented

5.3.1 If the Building are damaged or destroyed by any Insured Risk or any Uninsured Risk so as to be unfit for occupation and use and the Premises have not been rebuilt or reinstated so as to be ready for the Tenant to fit out and the Common Parts have not been reinstated so as to make the Premises accessible and usable by the date which is three years after such damage or destruction then either party may determine the Term with immediate effect by giving notice to the other On giving notice under clause 5.3.1 this lease shall determine with immediate effect

5.3.2 If this lease is determined under this clause 5.3 notwithstanding that the Loss of Rent Period has come to an end the Tenant shall not be liable for payment of Annual Rent following the end of that period

5.3.3 Any determination of this lease under this clause 5.3 is without prejudice to any rights or remedies of any party to this lease in respect of any antecedent breach of any of the obligations contained in this lease

5.3.4 On any determination of this lease all unused insurance monies shall belong to the Landlord absolutely and the Landlord shall have no further liability to reinstate under clause 4.3

5.4 Occupiers Liability

5.4.1 The Landlord is not responsible to the Tenant any undertenant or any person in the Premises with its or their consent (express or implied) for any accident happening or injury suffered or damage to or loss of any chattel or property sustained there except to the extent that the law prevents the Landlord excluding liability

- 5.4.2 Nothing in clause 5.4.1 limits or excludes the Landlord's liability for death or personal injury caused by negligence on the part of the Landlord or its employees or agents'
- 5.5 Adjoining Premises
- 5.5.1 Each of the Tenant's obligations under this lease remains in full force (both at law and in equity) even if the Landlord has waived or released a similar obligation or obligations affecting other parts of the Building and/or adjoining or neighbouring premises belonging to the Landlord
- 5.5.2 The Landlord or the owners of any adjoining or neighbouring premises may deal with the Building or any of such premises as it or they think fit and may at any time carry out any works (whether of construction demolition repair or otherwise) on the remainder of the Building or those adjoining or neighbouring premises whether or not the light or air which may now or at any time during the Term be enjoyed by the Premises is affected or diminished Provided That the Tenant's use and enjoyment of the Premises shall not be materially adversely affected and in particular that the physical accessibility and/or visibility of the Premises shall not be diminished
- 5.5.3 The Tenant has not acquired and will not during the Term acquire or become entitled to any easement over any adjoining or neighbouring premises including the Building (except those expressly set out in Schedule 1) and any rights exercised over any adjoining or neighbouring premises will be regarded as being by virtue of a determinable licence from the Landlord
- 5.6 Disputes
- Any dispute between the Tenant or any occupier of the Premises and the occupiers of adjoining or neighbouring premises belonging to the Landlord (whether or not part of the Building) concerning any right or privilege in connection with the Premises or those adjoining or neighbouring premises or concerning any boundary structure or facility used in common may at the Landlord's election be decided by the Landlord whose decision shall be binding on the Tenant (save in the case of manifest error)
- 5.7 Notices
- 5.7.1 Any notice under this lease is to be in writing (except where this lease uses the terms 'notification' or 'notify' in which case notice need not be in writing (except where expressly stated) and may be given by any method including email)
- 5.7.2 Any notice to the Tenant (if a corporation) may be served by sending it by special delivery post to or leaving it at its registered or principal office in the United Kingdom
- 5.7.3 Any notice to the Tenant (if an individual) may be served by leaving it addressed to the Tenant on the Premises or by sending it by special delivery post to or leaving it addressed to the Tenant at his or their last known address in the United Kingdom
- 5.7.4 Any notice to the Guarantor (if a corporation) may be served by sending it by special delivery post to or leaving it at its registered or principal office in the United Kingdom
- 5.7.5 Any notice to the Guarantor (it an individual) may be served by sending it by special delivery post to or leaving it at any address in the United Kingdom notified in writing to the Landlord for that purpose but if no such address has been notified to the Landlord then at the Premises

- 5.7.6 Any notice to the Tenant or any Guarantor (if an overseas corporation) may be served by sending it by special delivery post to or leaving it
- (a) in the case of an overseas corporation that has given a service address to Companies House under regulation 7(1)(e) of the Overseas Companies Regulations 2009 at that service address
 - (b) in the case of an overseas corporation that has not given a service address to Companies House under regulation 7(1)(e) of the Overseas Companies Regulations 2009 at any address in the United Kingdom notified in writing to the Landlord for that purpose but if no such address has been notified to the Landlord then at the Premises
- 5.7.7 Any notice sent by special delivery post is deemed to have been duly served on the second day after the day of posting (excluding public and bank holidays) whenever and whether or not it was received
- 5.7.8 In proving service it will be sufficient to prove that the envelope containing the notice was duly addressed in accordance with this clause 5.7 and left at or posted to the place to which it was so addressed
- 5.7.9 If the party to which the notice is addressed is more than one person notice given to any one person is notice to all
- 5.7.10 Unless permitted by clause 5.7.1 notices are not validly given if sent by email or other forms of electronic communication
- 5.7.11 In this clause the expression special delivery post means the sending of an item by a postal service which provides for the delivery of it by post to be recorded
- 5.7.12 The expression notice includes any writ or other originating process or document served or to be served in connection with court proceedings
- 5.8 Representations
- The Tenant and Guarantor both confirm that they have not entered into this lease in reliance wholly or partly on any statement representation or warranty made by or on behalf of the Landlord other than as are expressly set out in this lease or in written replies made prior to the grant of this lease by the Landlord's solicitors in reply to written questions or enquiries made by the Tenant's solicitors in relation to the Premises but nothing in this clause operates to limit or exclude any liability for fraud.
- 5.9 Jurisdiction and proceedings
- 5.9.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales
- 5.9.2 Each of the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims)
- 5.10 Interpretation

In this lease where the context allows

- 5.10.1 the Landlord includes the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the Term
- 5.10.2 the Tenant includes the person or persons in whom the Term is from time to time vested whether by assignment devolution in law or otherwise
- 5.10.3 where there are two or more persons included in the expression the Landlord the Tenant or the Guarantor for the time being such terms include the plural number and
 - (a) obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
 - (b) references to such party are to all such persons collectively and to each such person severally
- 5.10.4 the expression person includes a corporation or unincorporated body
- 5.10.5 words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 5.10.6 reference to Term is to the Contractual Term and any period of statutory continuation of this lease and reference to end of Term is to the date on which the Term actually ends (however determined)
- 5.10.7 references to any right of the Landlord to have access to the Premises are to be construed as extending to any Superior Landlord and all persons authorised by the Landlord or any Superior Landlord (including agents professional advisers contractors workmen and others) with or without any necessary materials tools equipment or vehicles
- 5.10.8 any covenant by the Tenant not to do an act or thing includes an obligation not to permit or suffer such act or thing to be done by a third party and to use all reasonable endeavours to prevent such act or thing being done by a third party
- 5.10.9 references to the act neglect or default of the Tenant include the act neglect or default of any undertenant or occupier of the Premises or any person in the Premises or the Building with its or their consent
- 5.10.10 references to this lease include any document supplemental or collateral to it or entered into in accordance with its terms
- 5.10.11 any reference to a specific statute (except the 1987 Order) includes any statutory extension amendment modification consolidation or re-enactment of that statute and any statutory instruments regulations rules orders or directions made thereunder and any general reference to statute or statutes includes any statutory instruments regulations rules orders or directions made thereunder and any directives or other legislation of the European Union that is directly applicable to the United Kingdom
- 5.10.12 the table of contents and clause headings do not form part of this lease and are not to be taken into account in its construction or interpretation

- 5.10.13 any phrase introduced by the terms in particular or including or include or any similar expression is to be construed as being by way of illustration or emphasis only and does not limit the generality of the preceding words
- 5.10.14 reference to liability is to any liability of any nature whatsoever including any actual or contingent liability claim demand action proceeding damage loss penalty costs fees and expenses
- 5.10.15 the expression tenant covenants has the meaning given to it by section 28(1) of the 1995 Act and
- 5.10.16 the terms Advisory Report Air-Conditioning System Asset Rating Display Energy Certificate Energy Performance Certificate Operational Rating and Recommendation Report have the meanings given to those terms in the EPB Regulations
- 5.10.17 reference to an appointment being made by the RICS is to such appointment being made by the President or other chief officer or acting chief officer for the time being of the RICS or any person authorised by the President to make appointments on his behalf
- 5.10.18 any provision in this lease which requires the Landlord's consent not to be unreasonably withheld also includes a requirement that such consent is not to be unreasonably delayed
- 5.11 Non-severance
- 5.11.1 The provisions of this lease are to be construed so as not to impose upon the Landlord the Tenant or any Guarantor any liability or restriction which is more onerous than that permitted by the 1995 Act and if any provision is held to be void or unenforceable in whole or in part that provision to that extent is to be deemed not to form part of this lease but the validity and enforceability of the remainder of that provision or of this lease is not to be affected
- 5.11.2 All the provisions of this lease are to be construed independently so that if any individual provision is void or unenforceable it does not render void or unenforceable any of the other provisions of this lease
- 5.12 Contracts (Rights of Third Parties) Act 1999
- For the purposes of the Contracts (Rights of Third Parties) Act 1999 only no one other than the parties to this lease and their permitted assigns has the right to enforce the terms of this lease
- 5.13 Tenant's Right of Determination
- 5.13.1 The Tenant may determine the Term by giving to the Landlord not less than six months prior written notice to take effect on either Break Date subject to
- (a) (in the case of a notice served to terminate this lease on 31 January 2023 only) the Tenant paying to the Landlord on or before 31 January 2023 the sum of £15,833.33 together with any VAT if properly payable on that sum (subject to the Landlord providing a valid VAT invoice in respect of that sum to the Tenant before 31 January 2023)
- (b) the Tenant having paid the Annual Rent and any VAT on such sum which was due to have been paid up to the date of expiry of the notice

- (c) the Tenant giving up occupation of the Premises on or prior to the date of expiry of the notice and
- (d) the Tenant procuring that the Premises are not occupied by any person and are free from any rights of occupation by third parties

unless the Landlord in its absolute discretion gives notice to the Tenant waiving all or some of these conditions to the ending of this lease

- 5.13.2 Subject to satisfaction of the conditions in clause 5.13.1 the Term will terminate on the date of expiry of the Tenant's notice and the Tenant is to yield up the Premises with vacant possession but without prejudice to any rights of action which either party has for breach of any of the provisions of this lease
- 5.13.3 If the lease terminates on a Break Date then the Landlord will within 21 days of that Break Date refund to the Tenant the proportion of any of the Rents (together with any VAT thereon) which have been paid by the Tenant to the Landlord and relate to the period commencing on the day following the Break Date (such refund to be apportioned on a daily basis)
- 5.13.4 If the Tenant does not serve notice to determine the Term on 31 January 2023 pursuant to clause 5.13.1 the Annual Rent payable for the period from and including 31 January 2023 to and including 31 March 2023 shall be one peppercorn (if demanded)
- 5.14 Exclusion of Rights to Compensation
- 5.15 Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant is not entitled to claim from the Landlord on quitting the Premises any compensation under the 1954 Act
- 5.16 Prescribed Clauses
 - 5.16.1 Each Prescribed Clause forms part of this lease and words and expressions set out in any Prescribed Clause are to be treated as defined terms in this lease
 - 5.16.2 Save for Prescribed Clause LR4 in the case of a conflict between a Prescribed Clause and the remainder of this lease the remainder of this lease prevails
- 6. Guarantor covenants
 - 6.1 The Guarantor (if any) in consideration of the grant of this lease covenants with the Landlord as a direct and primary obligation in the terms set out in Schedule 2

THIS LEASE has been executed by the parties as a Deed but does not take effect until the date set out in Prescribed Clause LR1

Schedule 1 – Premises

Part 1: The Premises

1. The Premises include
 - 1.1 the internal plaster tile and other surface finishes and internal plaster work of (i) the external or structural walls in or bounding the Premises and (ii) all load bearing columns
 - 1.2 the windows and window frames doors and door frames (including all glass in the windows and doors and the whole of the shop front and fascia)
 - 1.3 in relation to windows and doors
 - 1.3.1 the internal surfaces of the windows and window frames
 - 1.3.2 the whole of the doors and door frames
 - 1.3.3 all glass in the windows and doors
 - 1.3.4 the whole of the shop front and fascia
 - 1.4 the internal non-structural walls and partitions other than those bounding the Premises
 - 1.5 the ceilings (including suspended ceilings) plastered coverings or other surface finishes of the Premises up to the underside of the joists floor slab or other structures to which ceilings are fixed
 - 1.6 the floorboards screed or other surfaces of the floors (including any raised floor system) down to the upper surface of the joists floor slab or structures to which the floors are fixed
 - 1.7 all Conduits which serve the Premises exclusively
 - 1.8 all gas electrical and water and sanitary apparatus serving or belonging exclusively to the Premises and all other fixtures and fittings in the Premises (other than tenant's fixtures and fittings) not excluded by paragraph 2
2. The Premises do not include
 - 2.1 any part of the Building (other than any matters expressly included by paragraph 1) 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
 - 2.3 any Conduits plant and equipment in the Building which do not serve the Premises exclusively
3. It is agreed that any internal non-structural walls separating the Premises from the remainder of the Building are party walls severed vertically

Part 2: Rights granted to the Tenant

The following rights during the Term in common with the Landlord and all others having similar rights from time to time

1. The right of free passage and running of water soil gas electricity telecommunications and other services from and to the Premises by and through the Conduits now or at any time constructed for such purpose and serving the Premises in or under or upon the remainder of the Building or any adjoining or neighbouring premises belonging to the Landlord such right to be so far as necessary for the enjoyment of the Premises
2. The right to use
 - 2.1 such of the Common Parts as are necessary for the purpose of deliveries to the Premises
 - 2.2 such of the Common Parts as are necessary to obtain access to and egress from the Premises in the case of emergency
 - 2.3 such of the Common Parts as are necessary to obtain access to and egress from the toilets (including the toilet located in the yard at the rear of the Premises)
 - 2.4 such of the toilets as are located in the Building (including the toilet located in the yard at the rear of the Premises)
3. The right to support and shelter and all other equitable or legal easements and rights now or after the Term Start Date belonging to or enjoyed by the Premises over in or upon the adjoining or neighbouring land or buildings
4. Upon giving the Landlord reasonable notice (save in the case of emergency when no notice shall be required) the right of access to such parts of the Building as are necessary for the purpose of carrying out repairs or maintenance to the Premises Provided always that the Tenant or the person entering shall cause the minimum possible inconvenience or disturbance to the Landlord or other occupiers of the Building and the Tenant or the person entering shall forthwith make good in a good and workmanlike manner at its own expense all damage caused to the Building in the exercise of the rights to the reasonable satisfaction of the Landlord Subject always to the rights of any other tenants of the Building under their leases
5. The right to retain, maintain, repair, clean, remove, alter, update or otherwise access any air conditioning or other heating and cooling equipment plant and associated equipment wiring ducting and cabling belonging to the Tenant and which is as at the date of this lease located on the Common Parts or other parts of the Building or as is located in such alternative positions within the Common Parts or such other parts of the Building (such alternative position having been firstly approved by the Landlord (such approval not to be unreasonably withheld or delayed))

The rights set out in this Part 2 of Schedule 1 are subject in each case to any temporary interruption for maintenance repairs alterations or replacements or any cause beyond the Landlord's control Provided That the Landlord shall take all reasonable steps to minimise any such periods of temporary interruption

Part 3. Rights reserved to the Landlord

The following rights during the Term are excepted and reserved to the Landlord and any other person authorised by the Landlord deriving title from the Landlord or having similar rights for the benefit of the Building and any other adjoining or neighbouring premises

1. The right of free passage of water soil gas electricity telecommunications and other services to and from the remainder of the Building and any adjoining or neighbouring premises through the Conduits constructed for such purpose now or at any time running through in under or upon the Premises
2. The right at all reasonable times on reasonable prior notice (except in the case of emergency where no prior notice is required) and where possible outside the Tenant's usual trading hours to enter the Premises for any purpose mentioned in this lease or for any other purpose connected with the Landlord's interest in the Premises the Building or in any neighbouring premises including valuing or disposing of the Landlord's interest
3. The right 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 (acting reasonably) 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 pedestrian access to and the visibility and practical use of the Premises will be maintained at all reasonable times (including throughout the Tenant's usual trading hours) Further Provided that the Tenant's use and enjoyment of the Premises shall not be materially adversely affected
4. The right to erect scaffolding for the purpose of repairing maintaining cleansing or altering the Building or any adjoining or neighbouring premises during such time or times as the Tenant shall approve in writing upon at least 14 days written notice to the Tenant with a view to minimising interference with the Tenant's business for the purposes of repair and maintenance of the Building and such scaffolding shall be erected in such a manner so as to cause the minimum possible interference or disturbance to the Tenant and its use of the Premises and any such scaffolding shall be removed as soon as possible
5. All rights of light air support protection and shelter and all other equitable or legal easements and rights now or after the Term Start Date belonging to or enjoyed by any parts of the Building or any adjoining or neighbouring premises (but without prejudice to those expressly granted to the Tenant in Part 1 of this Schedule 1)

Provided That when exercising any rights of entry reserved by this lease the Landlord shall cause the minimum possible inconvenience or disturbance to the Tenant or other occupiers of the Premises and their respective trades or business carried on at the Premises and the Landlord shall make good as soon as reasonably possible in a good and workmanlike manner at its own expense all damage caused to the Premises and the Tenant's fixtures fittings and stock in the exercise of the rights to the reasonable satisfaction of the Tenant

Part 4: Matters subject to which this lease is granted

This lease is granted subject to (during the Term) all rights easements covenants restrictions and matters affecting the Premises including those referred to in the property register and charges register of the Landlord's title referred to in Prescribed Clause LR2.1 and in each case so far as they are still subsisting and capable of taking effect against the Premises

Schedule 2 - Guarantor's Covenant

The Guarantor covenants with the Landlord that

1. Guarantee
 - 1.1 The Tenant will at all times pay the Annual Rent any interim rent determined under the 1954 Act and other sums payable under this lease and will duly perform all its obligations in this lease whether after or before any disclaimer by a liquidator or trustee in bankruptcy and if the Tenant fails to pay such sums or comply with any such obligations the Guarantor will pay or observe and perform them
 - 1.2 The Guarantor will as a separate and independent primary obligation at all times indemnify pay and make good to the Landlord on demand all liability suffered or incurred by the Landlord by the non-payment of the Annual Rent or other sums or any part or by any breach of any of the provisions of this lease by the Tenant
 - 1.3 The liability of the Guarantor under this Schedule 2 continues during the Term (and during any period following the end of the Term when the Tenant is in occupation or possession of the Premises) or until the Tenant is released from the tenant covenants of this lease by virtue of the 1995 Act if this is earlier
 - 1.4 Any sum payable by the Guarantor will be paid without deduction set-off or counter claim against the Landlord or the Tenant
2. Disclaimer and Forfeiture

In addition to the obligations in paragraph 1 if the liability of the Tenant under this lease is disclaimed or the Term ends by forfeiture under clause 5.1

 - 2.1 the Guarantor (or such one or more of the Guarantors as the Landlord requires) will if so required by the Landlord within a period of six months following the disclaimer coming to the Landlord's knowledge or commencement of forfeiture take from the Landlord a new lease of the Premises (prepared and completed at the expense of the Guarantor) for a term commencing on and taking effect from the date of disclaimer or commencement of forfeiture (Effective Date) equal to the residue of the Contractual Term remaining unexpired at the Effective Date reserving the same Rent and containing the same Landlord and Tenant covenants and the same provisos and conditions (including the proviso for re-entry) as those contained in this lease (as varied if there has been any variation)
 - 2.2 the Guarantor is to pay the Landlord s solicitors' proper costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and execute and deliver to the Landlord a counterpart of the new lease within one month after the Landlord's request under paragraph 2.1
 - 2.3 the grant of a new lease and its acceptance by the Guarantor is without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease
 - 2.4 if the Landlord does not require the Guarantor to take a new lease in accordance with paragraph 2.1 the Guarantor will pay to the Landlord on demand an amount equal to the Rent which would have been payable under this lease had it not been disclaimed or

forfeit for the period commencing on the Effective Date and ending on the date twelve months after the Effective Date or (if earlier) the date on which the Premises are re-let

3. Further Agreements

3.1 The Guarantor agrees at the request of the Landlord to join in and give its consent to the terms of any variation or other document that may be entered into by the Tenant in connection with this lease

3.2 The Guarantor agrees to join in any authorised guarantee agreement which the Landlord lawfully requires the outgoing Tenant to enter into as a condition of giving consent to any assignment under the terms of this lease for the purpose of guaranteeing the obligations of the outgoing Tenant under that authorised guarantee agreement the terms of the guarantee given by the Guarantor to

3.2.1 be in respect of the outgoing Tenant's obligations under the authorised guarantee agreement

3.2.2 impose principal debtor liability on the Guarantor

3.2.3 require (if the outgoing Tenant fails to comply with its obligations under the authorised guarantee agreement to take a new lease in the event of the liability of the assignee under this lease being disclaimed) the Guarantor to take from the Landlord a new lease in place of the outgoing Tenant and otherwise to be in a form substantially in accordance with the provisions of this Schedule 2 (but excluding this paragraph 3.2) or as reasonably required by the Landlord and permitted by the 1995 Act

4. No release of liability

The obligations of the Guarantor will continue to apply and will not be affected or released in whole or in part even if

4.1 the Landlord grants any time or indulgence to the Tenant or fails to enforce payment of the Rent or other sums due under this lease or to enforce performance of the provisions of this lease

4.2 any of the terms of this lease or the rights of the Landlord against the Tenant are varied waived released or modified without the consent of the Guarantor whether or not

4.2.1 the variation is made in any document or

4.2.2 the Guarantor has consented in writing or otherwise to the variation

and the liability of the Guarantor applies to the terms of this lease as varied (except to the extent that the liability of the Guarantor is affected by section 16 of the 1995 Act)

4.3 the liability of the Tenant or any other guarantor or other person is compounded discharged released waived or modified

4.4 the Tenant (if an individual) dies or (if a corporation) is dissolved or is struck off the register of companies or otherwise ceases to exist

4.5 the Landlord refuses to accept Rent from the Tenant following a breach of covenant by the Tenant

4.6 part of the Premises is surrendered except that the Guarantor will have no liability in relation to the surrendered part (except in so far as the Tenant has such liability) for any period following the date of surrender

4.7 there is a disclaimer of the Tenant's liability under this lease or there is forfeiture of this lease

4.8 any other act or omission or thing by which but for this provision the Guarantor would be released wholly or in part (except an express written release given by the Landlord)

5. Landlord's prior claim

The Guarantor acknowledges that

5.1 it waives any right it may have of first requiring the Landlord to proceed against or claim payment from the Tenant or any other person and subordinates any claim which it may have against the Tenant or any other person (whether now or in the future and whether in relation to payments made under this Schedule 2 or otherwise) to any claims by the Landlord under this lease

5.2 it is not entitled to participate in any security held by the Landlord relating to the Tenant's obligations to the Landlord under this lease or to stand in the place of the Landlord in relation to any such security until all the obligations of the Tenant or the Guarantor to the Landlord under this lease have been performed or discharged

5.3 its obligations to the Landlord as primary obligor are not affected by any legal limitation immunity disability incapacity or other circumstances relating to the Tenant (whether or not known to the Landlord) and this guarantee is not discharged nor the Guarantor's liability affected by the fact that any dealings with the Landlord by the Tenant may be outside or in excess of the powers of the Tenant

6. Other Securities

This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rent and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security

Schedule 3 - Service Charge

Part 1 - Payment of Service Charge

1. The Advance Maintenance Payment shall be payable in equal quarterly instalments on the usual quarter days.
2. Upon the Service Charge being calculated and not later than twenty eight days after the Landlord shall have served upon the Tenant a copy of a certificate of the Service Charge (as hereinafter specified) to make payment of the Maintenance Contribution due credit being given for the instalments of Advance Maintenance Payment paid by the Tenant in respect of the relevant Maintenance Period but so that in the event that the Advance Maintenance Payment exceeds the Maintenance Contribution any such excess shall be carried forward by the Landlord and set against any future liability of the Tenant for payment of Advance Maintenance Payments.
3. A certificate in writing obtained by the Landlord from an accountant surveyor or other suitably qualified person showing the amount of the Advance Maintenance Payment Service Charge and/or Maintenance Contribution shall for the purpose of this covenant be evidence of the amount to be paid (save in the case of manifest error) but so that the Tenant shall be entitled to receive details of how such amount has been calculated and to verify the same

Part 2 - Services

1. The gross premiums for the insurances which the Landlord covenants to effect in relation to the Building (insofar as the cost of such premiums is not recovered by the Landlord by virtue of the provisions of this lease or any other lease of premises in the Building and separately demised) from its tenants the cost of meeting any excesses for any such insurance and the cost of any valuation required for the purpose of calculating any such premiums (but not more than once in any one year of the Term)
2. The cost and expense of maintenance repair servicing operating cleaning and lighting of the Building (but not any works relating to the repair maintenance replacement or renewal of the Structural Parts or any interior part of the Building which is let or available for letting) including the carrying out of any normal works of alteration or improvement and including but without prejudice to the generality of the foregoing the cost of provision of equipment plant machinery cleaning and painting materials and other consumables
3. The cost of provision of sanitary control and refuse disposal services to the Building including any containers provided by or on behalf of the Landlord
4. Without prejudice to the generality of any of the foregoing provisions the cost of repair installation maintenance and replacement of firefighting and smoke detection equipment telephones security systems emergency generators and lighting and such other appliances and equipment used in emergency or in the prevention of fire or in security protection provided by the Landlord for the general use of the Building
5. The employment of a managing agent or agents (if at all) to manage and supervise the Building and any of the matters contained in Part 2 of this Schedule 3 and the payment of their proper and reasonable fees
6. The reasonable cost of the management of the Building to the Landlord in the event of the Landlord performing any of the services contained in Part 2 of this Schedule 3

7. The reasonable cost of the employment of an accountant to audit and to certify the Service Charge and Advance Maintenance Payment and the Maintenance Contribution and the preparation and auditing of the accounts necessary for such certification

Schedule 4 – Rent Review

1. Definitions

In this clause Schedule:

Market Rent means the annual rent which could reasonably be expected to be obtained for the Premises on the 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):

- (h) that the Premises are available to be let with vacant possession and
- (i) 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 solely of fitting out and
- (j) that the Premises are fit and ready for immediate occupation and use and
- (k) that all the covenants contained in this Lease on the part of the Tenant have been fully performed and observed and that all statutory requirements have been complied with and
- (l) 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
- (m) 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 or Uninsured Risks) it has been fully restored

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 and

- (e) The rent free periods granted to the Tenant pursuant to clauses 2.2.1(a) 2.2.1(c) and 5.13.4

Hypothetical Lease Terms

means same terms as this Lease except:

- (a) for the amount of the Annual Rent (and any peppercorn or concessionary or reduced rent) originally reserved on the grant of this Lease and
- (b) that in lieu of the meanings assigned to them in this Lease the following expressions shall have the following meanings:

Contractual Term shall mean a term equal 5 years from the Review Date

Break Date shall mean the 31 January 2026

Review Date means 1 September 2024

2. Review of Annual Rent

From and including the Review Date until the end of the Term the Annual 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 Annual Rent payable from the Review Date or (in default of agreement) whichever is the greater of (i) the Market Rent or (ii) the Annual Rent payable immediately prior to the relevant Review Date (ignoring any suspension or abatement of Annual Rent then current)

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 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:

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. 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

3.2 The Independent Surveyor shall act as an expert and not as an arbitrator. His decision shall be final and binding on all matters referred to him hereunder save in the case of manifest error or fraud

3.3 Each of the Landlord and the Tenant shall be entitled to submit to the Independent Surveyor 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 paragraph 3.3

3.4 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

4. Restrictions on rent

If at the 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 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 paragraph 4 be a Review Date

5. Interim Rent

If the new rent payable following the Review Date has not been agreed or determined by the Review Date or if the Review Date is not a Quarter Day by the Quarter Day immediately prior to the 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:

5.1 the Annual Rent shall be a rent (the interim rent) at the rate of the Annual Rent immediately prior to the Review Date and

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

5.2.1 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

5.2.2 interest on each back rent instalment at the base rate for the time being of National Westminster Bank Plc (or another London Clearing Bank designated by the Landlord (acting reasonably)) 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 Review Date to the end of the interim period

6. 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. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

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

Witness signature.....*Hebe Sainkey*.....)

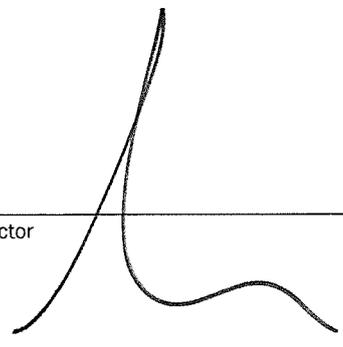
Witness full name.....HEBE SAINKEY.....

Witness address.....Portland House.....

.....30-35 peckham Road SE8 8PX.....

Witness occupation.....office manager.....

Director



Executed as a Deed by Molton Brown Limited)
acting by its Director in the presence of:)

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness occupation.....

Director