

DATED

10 November 2022

LEASE

relating to

The ground floor premises of 72 Princes Avenue Hull HU 5 3QJ

between

Trevor Lawson Norman and Judith Norman

and

Christopher Blackmore

SANDERSONS
solicitors

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ANNEX

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LR1. Date of lease

10th Day of November 2022

LR2. Title number(s)

LR2.1 Landlord's title number(s)

HS70578

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Trevor Lawson Norman and Judith Norman both of 52 Northfield Avenue Hessle HU13 9DL

Tenant

Christopher Blackmore of 13 The Crescent Hornsea HU18 1SW

Other parties

none

LR4. Premises

See the definition of "Premises" in Clause 1.1 and Schedule 1 of this lease.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Premises is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Premises, 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.

This lease is dated 10th day of November 2022

PARTIES

- (1) Trevor Lawson Norman and Judith Lawson both of 52 Northfield Avenue Hessle HU13 9DL (**Landlord**)
- (2) Christopher Blackmore of 13 The Crescent Hornsea HU18 1SW (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Building
- (B) The Premises forms part of the Building.
- (C) The Landlord has agreed to grant a lease of the Premises to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Premises or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Building: shall mean:

- a) be the land and buildings known as 72 Princes Avenue Hull HU5 3QJ as registered under title number HS70578 and shown edged red on Plan 1
- b) include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Building and any alteration, addition or improvement made from time to time to any land or building forming part of the Building at any time; and
- c) exclude any land and buildings that the Landlord from time to time designates as not being part of the Building.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Premises wholly or partially unfit for occupation and use or inaccessible.

Common Parts: the parts of the Building that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Building and their employees, agents, licensees and visitors

Contractual Term: a term of five (5) years from and including the date of this lease

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

Excluded Insurance Items: any:

- a) glass in the shopfronts of the Premises; and
- b) tenant's fixtures that are installed by or for the tenant and form part of the Building.

Insolvency Event: any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor.
- e) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- f) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: 5% per annum.

Lettable Unit: any part of the Building which from time to time is, or is intended to be, let or occupied but excluding the Premises.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Permitted Use: use as a butchers shop within Use Class E of the Town and Country Planning (Use Classes) Order 1987 (as amended) (as it applied in England at the date this lease was granted)

Premises: the premises described in **Schedule 1** and as coloured blue on Plan 2.

Plan 1: the plan annexed to this lease at **ANNEX A** and marked "Plan 1".

Plan 2: the plan annexed to this lease at **ANNEX B** and marked "Plan 2"

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Premises, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Premises together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rent: £750 per calendar month and in accordance with Schedule 5.

Rent Commencement Date: the date of this lease

Rent Payment Dates: 01 day of each calendar month

Rent Review Date: on the third (3rd) anniversary of the Term in accordance with Schedule 5

Reservations: the rights excepted and reserved in paragraph 1 of **Schedule 3**.

Retained Parts: all parts of the Building including (but not limited to) all of:

- a) the structural parts of the Building;
- b) the Service Media; and
- c) the Common Parts;

but excluding the Lettable Units.

Rights: the rights granted in paragraph 1 of **Schedule 2**.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term.

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in **Schedule 4**.

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the making of any other arrangement for the occupation of the Premises.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- a) of an exclusion imposed by the insurers; or
- b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Premises

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:

- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
 - (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 42.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 42.2; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:
 - (i) any mortgagee of the Landlord

where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, a **Lettable Unit**, the **Premises** and the **Retained Parts** are to the whole and any part of them or it.
- 1.14 For the purposes of each of the following:

- (a) the easements set out in paragraph 1 of **Schedule 2** that burden the Building (excluding the Premises);
- (b) the easements set out in paragraph 1 of **Schedule 3** that benefit the Building (excluding the Premises);
- (c) clause **36.2**;

the Building shall only include the land and buildings specified at paragraph (a) of the definition of the Building and no other land or buildings.

- 1.15 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Premises to the Tenant:
 - (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
- 2.2 The grant in clause **2.1** is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) all interest payable under this lease; and
- (c) all other sums payable under this lease; and
- (d) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Rent

The Tenant must pay the Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Rent on the Rent Commencement Date; and
- (b) that first instalment of Rent shall be the proportion of the Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Rent or any other sum payable by the Tenant under this lease has not been paid within seven working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

- 7.2 If the Landlord does not demand or accept any of the Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not 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.
- 8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Premises.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media and structures.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) any consent or approval applied for under:

- (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

Except as expressly permitted by clause 13, clause 14, clause 15 and clause 16, the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Premises; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. Assignments

13.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement; or

- (c) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in **Schedule 7** (but with such amendments and additions as the Landlord may reasonably require) or
 - (d) a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Rent (as at the date of assignment) plus a sum equivalent to VAT on that Rent.
- 13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
 - (a) the Rent or any other sum due under this lease is outstanding;
 - (b) there is a material breach of covenant by the Tenant that has not been remedied; or
 - (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
- 13.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. Underletting

- 14.1 The Tenant may not underlet the whole or part of the Premises.

15. Sharing Occupation

- 15.1 The Tenant may not share occupation of the Premises with a Group Company or any other person or company.

16. Charging

The Tenant may charge the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

17. Notification and registration of dealings

- 17.1 Within one month of any Transaction, the Tenant must:
 - (a) give the Landlord notice of the Transaction;
 - (b) deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and

- (c) pay the Landlord a registration fee of £50 (plus VAT).

17.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- (a) promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
- (b) (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
- (c) within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).

17.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Premises and the terms on which they occupy it.

18. Repair

18.1 The Tenant must:

- (a) subject to clause 18.2 and clause 18.3, keep the Premises in good repair and condition;
- (b) ensure that any Service Media forming part of the Premises, is kept in good working order;
- (c) keep the Premises clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Premises that becomes cracked or broken.

18.2 The Tenant's obligations under clause 18.1(a) shall not require the Tenant to put the Premises into any better state of repair or condition than it was in at the date of this lease.

18.3 The Tenant shall not be liable to repair the Premises (excluding any Excluded Insurance Items forming part of the Premises) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Premises has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person or
 - (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; or
- (b) Building Damage by an Uninsured Risk unless that damage is Tenant Damage.

19. Decoration

19.1 The Tenant must:

- (a) decorate the Premises as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Premises and the Permitted Use; and
- (c) carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

20. Alterations

20.1 Except as permitted by this clause 20, the Tenant must not make any:

- (a) alteration or addition to the Premises; or
- (b) opening in any boundary of the Premises.

20.2 The Tenant may make internal non-structural alterations to the Premises with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

20.3 The Tenant may:

- (a) make any alterations to the shopfront of the Premises; or
- (b) attach a shop fascia to the Premises;

with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

20.4 The Tenant may install any Service Media at the Premises or alter the route of any Service Media at the Premises with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

21. Signs

21.1 The Tenant may display such trade posters and advertisements at the Premises of a design, size and number and in positions that are appropriate to the nature and location of the Premises and to the Permitted Use

21.2 The Tenant must allow the Landlord to fix to and keep at the Premises:

- (a) during the six (6) month period before the Termination Date, any re-letting board as the Landlord reasonably requires and
- (b) at any time during the Term, any sale board as the Landlord reasonably requires.

22. Returning the Premises to the Landlord

- 22.1 The Tenant must return the Premises to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 22.2 Subject to clause 22.3, the Tenant must by the Termination Date:
- (a) remove:
 - (i) any tenant's fixtures from the Premises;
 - (ii) any alterations to the Premises undertaken by or for any tenant and
 - (iii) any Signs erected by the Tenant at the Building; and
 - (b) make good any damage caused to the Building by the removal of those items and alterations.
- 22.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 22.2(a)(i) and clause 22.2(a)(ii) shall not be removed pursuant to clause 22.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 22.4 On or before the Termination Date, the Tenant must remove from the Premises all chattels belonging to or used by it.
- 22.5 The Tenant:
- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

23. Use

- 23.1 The Tenant must not use the Premises for any purpose other than the Permitted Use.
- 23.2 The Tenant must not:
- (a) use the Premises for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any property that neighbours the Building;
 - (b) use the Premises as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
 - (c) hold any auction at the Premises;

- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Premises so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Premises;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Premises;
- (g) interfere with any Service Media at the Building;
- (h) keep any pets or any other animal, bird, fish, reptile or insect at the Premises (except guide dogs or other animals used as aids provided they are not kept at the Premises overnight or left unattended); or
- (i) allow any person to sleep at or reside on the Premises.

24. Regulations

24.1 The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building, and any other neighbouring or adjoining property provided that:

- (a) such regulations do not materially interfere with the Tenant's use of the Premises for the Permitted Use and the Tenant's exercise of the Rights; and
- (b) if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

25. Exercise of the Rights

25.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Premises for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 24; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

25.2 In exercising any right of entry on to any of the Common Parts or any Lettable Unit pursuant to paragraph 1.5 of Schedule 2, the Tenant must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord and any occupiers of the relevant Lettable Unit;
- (b) where reasonably required by the Landlord or the occupier of the relevant Lettable Unit, exercise that right only if accompanied by a representative of the Landlord, the tenant or the occupier of the relevant Lettable Unit;

- (c) cause as little damage as possible to the Common Parts and any other Lettable Unit and to any property belonging to or used by the Landlord or the tenants or occupiers of any other Lettable Unit;
- (d) cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units; and
- (e) promptly make good any damage caused by reason of the Tenant exercising that right.

26. Allow entry

26.1 Subject to clause 26.2, the Tenant must allow all those entitled to exercise any right to enter the Premises to enter the Premises:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

26.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Premises in accordance with that Third Party Right.

27. Compliance with laws

27.1 The Tenant must comply with all laws relating to:

- (a) the Premises and the occupation and use of the Premises by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Premises whether or not used or operated;
- (c) any works carried out at the Premises and
- (d) all materials kept at or disposed of from the Premises.

27.2 Within five working days of receipt of any notice or other communication affecting the Premises or Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) to the extent that it relates to the Premises, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

27.3 The Tenant must not:

- (a) apply for any planning permission for the Premises without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or
- (b) implement any planning permission for the Premises without the Landlord's consent (such consent not to be unreasonably withheld).

- 27.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Premises (whether before or after the Termination Date) as a condition of any planning permission for the Premises that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Premises.
- 27.5 As soon as the Tenant becomes aware of any defect in the Premises, the Tenant must give the Landlord notice of it.
- 27.6 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 27.7 The Tenant must keep:
- (a) the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Premises or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.

28. Energy Performance Certificates

- 28.1 The Tenant must:
- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises or the Building and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Premises or the Building.

29. Third Party Rights

- 29.1 The Tenant must:
- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Premises; and
 - (b) not do anything that may interfere with any Third Party Right.
- 29.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

30. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Premises or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

31. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

32. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Premises without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

33. Exercise of right of entry

In exercising any right of entry on to the Premises pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Premises and to any Premises belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Premises by reason of the Landlord exercising that right.

34. Guarantor covenants

The Guarantor covenants with the Landlord on the terms set out in Schedule 7.

35. Re-entry and forfeiture

35.1 The Landlord may re-enter the Premises (or any part of the Premises in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

35.2 If the Landlord re-enters the Premises (or any part of the Premises in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

36. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

36.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Premises or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

36.2 The Premises is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building except those set out in paragraph 2 of Schedule 2.

37. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Premises under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

38. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Premises) or any other neighbouring or adjoining property.

39. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

40. Breach of repair and maintenance obligation

- 40.1 The Landlord may enter the Premises to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Premises.
- 40.2 Following the service of a notice pursuant to clause 40.1, the Landlord may enter the Premises and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (b) is not carrying out the required works with all due speed.
- 40.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 40.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 40.4 Any action taken by the Landlord pursuant to this clause 40 shall be without prejudice to the Landlord's other rights (including those under clause 35).

41. Notices

- 41.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (a) by hand or pre-paid first class post:
 - (i) at the parties correspondence address as noted within the Lease.
- 41.2 If a notice complies with the criteria in clause 41.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. Consents and approvals

- 42.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 42.2 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
 - (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 42.3 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
 - (a) imply that any consent or approval required from a third party has been obtained; or
 - (b) obviate the need to obtain any consent or approval from a third party.
- 42.4 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.
- 42.5 Where:
 - (a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
 - (b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

43. VAT

- 43.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 43.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 43.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

44. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against,

or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

45. Entire agreement

- 45.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 45.2 Each party acknowledges that in entering into this lease, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently)
- 45.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Premises may lawfully be used for any purpose allowed by this lease.
- 45.4 Nothing in this clause shall limit or exclude any liability for fraud.

46. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

47. Governing Law

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

48. Jurisdiction

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

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

Schedule 1 Premises

1. The premises known as the ground floor of 72 Princes Avenue Hull Hu5 3QJ situated on the ground floor of the Building and shown edged and coloured blue on Plan 2:

1.1 Including:

- (a) the shopfront, shopfront glass and fascia of those premises;
- (b) the whole of any non-structural walls and columns wholly within those premises;
- (c) one-half severed vertically of any interior non-structural walls and columns separating those premises from any adjoining Lettable Unit;
- (d) the interior plaster and other interior surface finishes on the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (e) the interior plaster and other interior surface finishes on the ceilings within those premises;
- (f) the floor screed and other interior surface finishes on the floors within those premises;
- (g) the doors, door frames and fittings within all the walls within and bounding those premises;
- (h) the windows, window frames and fittings within all the walls within and bounding those premises (except the exterior walls);
- (i) all Service Media and any other media, plant, machinery and equipment within and exclusively serving those premises;
- (j) all landlord's fixtures and fittings within those premises; and
- (k) all additions and improvements to those premises.

1.2 Excluding:

- (a) subject to paragraph 1.1(d), paragraph 1.1(g) and paragraph 1.1(h) of this Schedule, the whole of the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (b) the windows, window frames and fittings within the exterior walls bounding those premises;

- (c) subject to paragraph 1.1(e) and paragraph 1.1(f) of this Schedule, the floors and ceilings within those premises;
- (d) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
- (e) all structural parts of the Building (except any set out in paragraph 1.1 of this Schedule).

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Premises) and the following other rights:
 - 1.1 The right to support and protection for the Premises from the other parts of the Building to the extent that those parts of the Building provide support and protection to the Premises at the date of this lease.
 - 1.2 The right to use the Common Parts on the Building Plan or such other areas designated from time to time by the Landlord for the purposes of access to and egress from the Premises and the other parts of the Building over which the Tenant is granted rights in this Schedule.
 - 1.3 The right to deposit refuse in refuse bins situated at the Premises or such alternative area designated from time to time by the Landlord.
 - 1.4 The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Premises which are in existence at the date of this lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Building pursuant to paragraph 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
 - 1.5 Subject to the Tenant complying with clause 25.2, the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Premises required or permitted by this lease.
2. For the purposes of clause 36.2, the Premises is let with the benefit of the following easements or other appurtenant rights:
 - 2.1 which are referred to in the property register of HS70578 at the date of this lease.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Building (excluding the Premises) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 33, the right to enter the Premises:
 - (a) to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - (b) to carry out any works to any other part of the Building; and
 - (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Building or any neighbouring or adjoining Premises in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and connect into Service Media at, but not forming part of, the Premises which are in existence at the date of this lease or which are installed or constructed during the Term;
 - (b) install and construct Service Media at the Premises to serve any other part of the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Premises or the Common Parts or loss of amenity for the Premises or the Common Parts.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and
 - (c) anyone authorised by the Landlord.
 - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Premises for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Premises.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted including those set out or referred to in the register entries of title HS70578 as at the date of this lease.

Schedule 5 Rent review

Part 1 Definitions

1. Definitions

The following definitions apply in this 1.

Assumptions: the assumptions set out in Part 2 of this 1.

Disregards: the disregards set out in Part 3 of this 1.

Maximum Rent: the higher of the Rent or 5% above the Rent as at the Review Date.

Minimum Rent: the Rent payable immediately before the Review Date

Review Dates: day of 2025

Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is agreed or determined.

Part 2 Assumptions

1. The matters to be assumed are:

1.1 The Property is available to let in the open market:

- (a) by a willing landlord to a willing tenant;
- (b) with vacant possession; and
- (c) without a fine or a premium.

1.2 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.

1.3 The Tenant and the Landlord have fully complied with their obligations in this lease.

1.4 No work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 27.

Part 3 Disregards

1. The matters to be disregarded are:

1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.

1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.

- 1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
- 1.4 Any statutory restriction on rents or the right to recover them.

Part 4 Review of the Rent

1. Review

- 1.1 The Annual Rent shall be reviewed on each Review Date to equal:
- (a) the amount agreed between the Landlord and Tenant at any time or
 - (b) in the absence of such agreement, the greater of:
 - (i) the Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
 - (ii) 5% above the Rent agreed or determined pursuant to this 1.
- 1.2 If, at the Review Date:
- (a) the Rent is deemed acceptable by the Landlord it shall remain as such or
 - (b) if the Landlord wishes to increase the Rent they can only do so to a maximum of 5 % above the Rent (or any percentage up to a maximum of 5 %).
- 1.3 The Landlord and Tenant may agree the revised Rent at any time before it is determined by the Expert.
- 1.4 As soon as practicable after the amount of the revised Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant. The parties shall each bear their own costs in connection with the memorandum.

2. Determination by the Expert

- 2.1 If the Landlord and Tenant have not agreed the revised Rent by the date three months before the Review Date, then either party may at any time refer the revised Rent for determination by the Expert. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Rent.

3. Late review of Annual Rent

3.1 If the revised Rent has not been agreed or determined on or before the Review Date, the Tenant must:

- (a) continue to pay the Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Review Date and the amount of Rent for that period that would have been payable had the revised Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4. Time not of the essence

4.1 Time is not of the essence for the purposes of this 1.

5. Guarantor

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

Schedule 6 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost at their own cost, the cost of which is not to be reimbursed by the tenant.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Premises and the Building in this Schedule 5 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Premises that form part of the Premises unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:
- (a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of within five working days of the Landlord or its agents becoming aware of the change

3. Tenant's obligations

- 3.1 The Tenant must:

- (a) Take out adequate contents and third party / public liability insurance as is required for the Permitted Use of the Premises.
- (b) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Premises that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (c) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable.
- (d) comply at all times with the requirements and recommendations of the insurers relating to the Premises and the use by the Tenant of any other part of the Building where written details of those requirements or recommendations have first been given to the Tenant;
- (e) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Premises arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Premises;
- (f) except for the Excluded Insurance Items forming part of the Premises, not effect any insurance of the Premises and

4. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

- 4.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord is not obliged to reinstate the building nor provide the tenant with alternative accommodation.

5. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

- 5.1 Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, either the Landlord or the tenant may terminate this lease by giving notice to the other party.

6. Building Damage by an Uninsured Risk

- 6.1 If Building Damage occurs by an Uninsured Risk, then the Landlord must either:
 - (a) terminate this lease by giving notice to the Tenant; or

- (b) notify the Tenant that it intends to reinstate the relevant parts of the Building at the Tenants own cost.

7. Consequences of termination

7.1 If either party gives a notice to terminate this lease in accordance with this **Schedule 5**:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

8. Landlord not obliged to reinstate other Lettable Units

8.1 Nothing in this **Schedule 5** shall oblige the Landlord to reinstate any Lettable Unit (except the Premises).

9. Tenant Damage

9.1 If any damage to or destruction of the Building by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Building but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.

Schedule 7 Guarantee and indemnity

1. Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the AGA.

2. Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises;
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the

Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

- (f) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
- (g) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
- (h) the surrender of the lease in respect of part only of the Premises, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- (i) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

- 2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3. Variations and supplemental documents

- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).

- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:

- (a) the variation is material or prejudicial to the Guarantor;
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4. Guarantor to take a new lease or make payment

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Premises on the terms set out in paragraph 4.2 of this Schedule.

4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease; and
- (d) be excluded from sections 24 to 28 of the LTA 1954; and
- (e) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that 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.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months' Annual Rent and the Guarantor must pay that amount on demand.

5. Rent at the date of forfeiture or disclaimer

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

6. Payments in gross and restrictions on the Guarantor

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. Other securities

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Signed as a deed by **Trevor Lawson Norman** in the presence of a witness:



.....
Landlord

SIGNATURE OF WITNESS 

NAME OF WITNESS **RONALD HARRISON**

ADDRESS OF WITNESS **24 ASTRAL ROAD
HESSLE
HU13 9DD**

Signed as a deed by **Judith Norman** in the presence of a witness:


.....
Landlord

SIGNATURE OF WITNESS 

NAME OF WITNESS **RONALD HARRISON**

ADDRESS OF WITNESS **24 ASTRAL ROAD
HESSLE
HU13 9DD**

Signed as a deed by **Christopher Blackmore** in the presence of a witness:


.....
Tenant

SIGNATURE OF WITNESS 

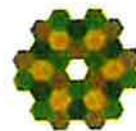
NAME OF WITNESS **JOHN BLANCHARD**

ADDRESS OF WITNESS **159 HULL ROAD ANKBY
HU10 6ST**

Annex A Plan 1

HM Land Registry
Official copy of
title plan

Title number **HS70578**
Ordnance Survey map reference **TA0830SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **City of Kingston upon Hull**



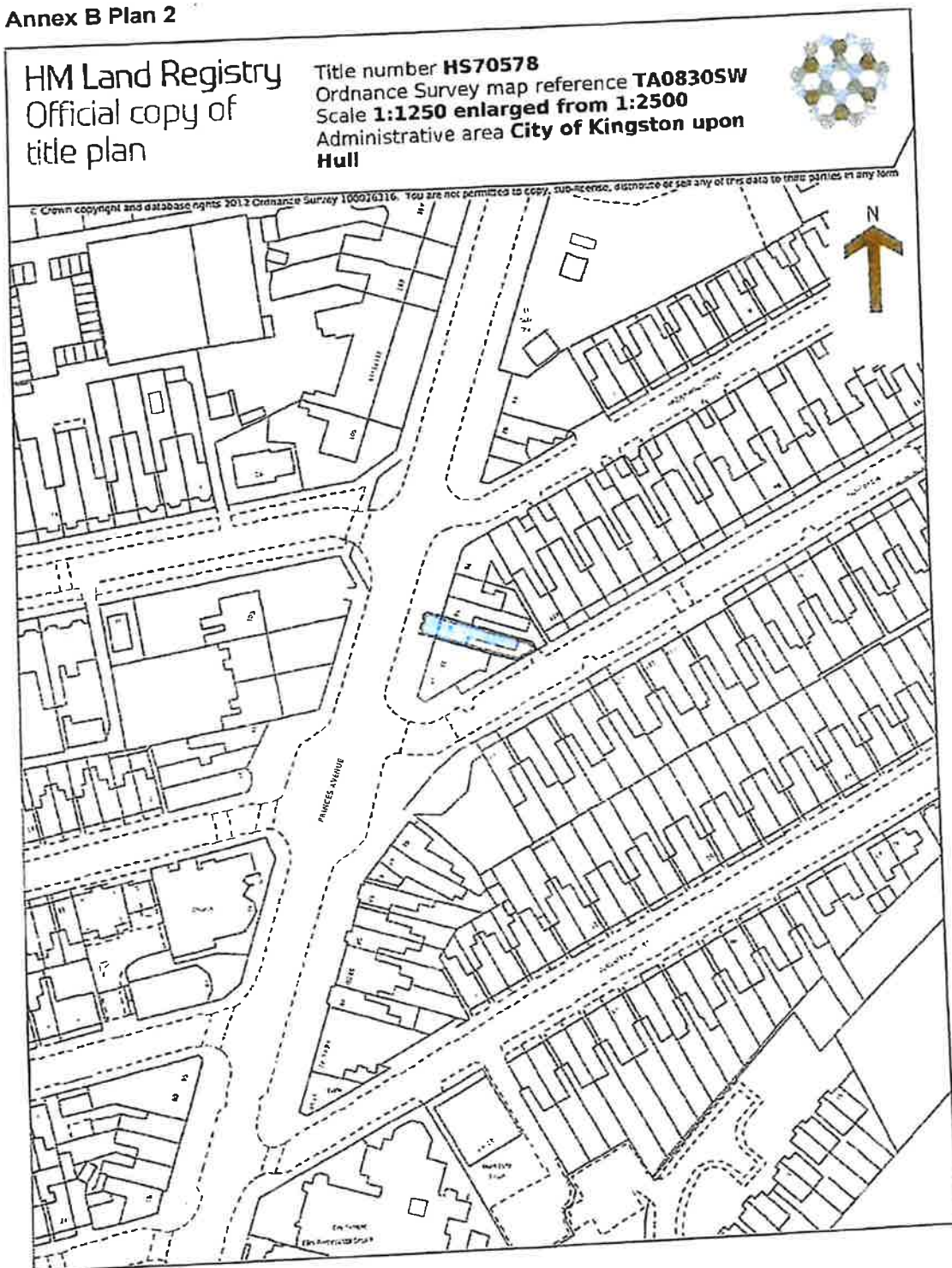
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M. E. Norman

J. Norman

Annex B Plan 2



This official copy is incomplete without the preceding notes page.

M. L. Norman

J. Norman

