

5 February 2016

**ROWANMOOR TRUSTEES LIMITED AND Philip Andrew Hippisley AS TRUSTEES OF THE
Burnham Road 1960 Ltd Executive Pension Scheme**

- and -

PARK FIRST LIMITED

FIRST SUBLEASE

relating to Plot Number(s) 983, 984 and 985
situated at Car Park 5 MacDowall Street Paisley



**JWK Solicitors
5 Thurnham Street
Aalborg Square
LANCASTER
LA1 1XU
Tel. 01524 598300**

"Sub Lease"

This sub Lease is dated 5 February 201~~8~~⁹

Between

1 **ROWANMOOR TRUSTEES LIMITED** (Company No. 01846413) whose registered office is at 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS and **Philip Andrew Hippisley** of 15 Burnham Road, Bath, Somerset, BA2 3RY as trustees of the **Burnham Road 1960 Ltd Executive Pension Scheme** ("the Mid-Landlord"); and

2 **PARK FIRST LIMITED** (Company No.07158270) whose registered office is at Group First House, 12A Mead Way, Padiham, BB12 7NG ("the Sub Tenant")

3

3.1 The Leased Premises are Plot Number(s) 983, 984 and 985 and situate within the Development

3.2 The Development is the land known as Car Park 5 MacDowall Street, Paisley registered in the Land Register of Scotland under title number REN 45371

4

4.1 The Term of this Lease is for six years commencing on 5 February 201~~8~~⁹ ("the Commencement Date") until 4 February 202~~1~~⁹ subject to clauses 23 and 24

4.2 The Sub Tenant shall be entitled to bring this Lease to an end on the First and Second Termination Dates of 5 February 201~~8~~⁹ and 5 February 202~~0~~⁹ under Clause 23

4.3 The Mid Landlord shall be entitled to bring this Lease to an end on the First and Second Termination Dates of 5 February 201~~8~~⁹ and 5 February 202~~0~~⁹ under Clause 24

5 The Rent is:-

5.1 for the first, and second years of the Term £4,800.00 exclusive of VAT per year;

5.2 for the third and fourth, years of the Term £6,000.00 exclusive of VAT per year;

5.3 for the fifth and sixth years of the Term £7,200.00 exclusive of VAT per year;

6 The Rent is payable:-

6.1 In respect of the first and second years in advance on the Commencement Date on a non-refundable basis

6.2 For the third, fourth, fifth and sixth years, quarterly in advance on the 25th March, 24th June, 29th September and 25th December ("Quarter Days") in each year the first instalment being made on the second anniversary of the Commencement Date of the Term and being apportioned on a daily basis until the end of the Quarter ending on the day immediately before the next following Quarter Day if necessary

7 The Service Charge Proportion and all other periodic payments as there may be payable to the Mid Landlord (for which the terms shall have the same meaning as defined in the Head

Lease) must be paid quarterly on the Quarter Days as noted in Clause 6 in advance on demand, apportioned on a daily basis until the day immediately before the next Quarter Day if necessary. In addition the Sub Tenant shall pay the Ground Rent as provided for in the Head Lease. ("Ground Rent")

- 8 To use the Leased Premises for the purposes only permitted under the relevant planning permission
- 9 The Common Parts are the areas defined in the Head Lease as the Accessways and for the purposes of this Sub Lease include the Maintained Property as defined by the Head Lease
- 10 The Head Lease means the lease of even date and made between Park First Limited (1) and Rowanmoor Trustees Limited and Philip Andrew Hippisley as trustees of the Burnham Road 1960 Ltd Executive Pension Scheme (2) and the term "Head Landlord" shall mean the Landlord for the time being under the Head Lease.
- 11 The Occupier's Guide is the guide issued by the Head Landlord from time to time which contains rules and regulations as to how the Sub Tenant must conduct its occupation of the Leased Premises.

12 LETTING

- 12.1 The Mid Landlord hereby sub-lets the Leased Premises to the Sub Tenant at the Rent for the Term subject to the same provisos, conditions and with the benefit of the rights granted and reserved in Title Number REN 45371 the Head Lease and the existence of any third party occupancy.
- 12.2 and the Sub-Tenant accepts the premises as in good and tenantable condition and satisfactory in all respects and fit for the Sub Tenant's use.
- 12.3 The Premises form only part of the Development.
- 12.4 Where there is more than one party comprised in the Mid-Landlord then the obligations of such parties to the Sub Tenant are granted jointly and severally without the necessity of discussing them in their order

13 RIGHTS FOR THE SUB TENANT

The Mid Landlord grants the Sub Tenant the following rights in so far as the Mid Landlord can grant the same:

- 13.1 the shared use of the Common Parts
- 13.2 the benefit of the obligations entered into or to be entered into by the Sub Tenants of the other plots with the Mid Landlord for the observance and performance of the obligations set out in Clause 16 of this Sub Lease in so far as such obligations are incorporated into the leases of the plots of the Development
- 13.3 access to and entry upon other parts of the Development as are necessary for the proper performance of the Sub Tenant's obligations. The Sub Tenant, in exercising such rights, will cause as little damage as shall be reasonably practicable and make good any such damage at his own expense
- 13.4 to use (as may have been provided) for the reasonable purpose intended the barrier entry system (if any) for access to the Leased Premises

14 RIGHTS FOR THE MID LANDLORD

The Mid Landlord reserves the following rights:

- 14.1 the right to alter the layout of the Common Parts but not so as to prejudice access to the Leased Premises and reserves the right to use (and inspect repair alter or renew) any service media in the Leased Premises which serve other Leased Premises
- 14.2 the right to enter the Leased Premises for the purposes and on the terms set out anywhere else in this Sub Lease. The right of entry will only be exercised following reasonable notice except in the case of an emergency
- 14.3 the right to construct and to maintain in under or over the Leased Premises at any time during the Term any service media for the benefit of any other part of the Development
- 14.4 rights of light air support protection shelter and all other servitudes and rights now or after the date of the Sub Lease belonging to or enjoyed by other parts of the Development

15 MID LANDLORD'S OBLIGATIONS

The Mid Landlord's Obligations throughout the Term are:

- 15.1 As long as the Sub Tenant pays the Rent and all charges due under this Lease and complies with the Sub Tenant's Obligations, to give exclusive possession of the Leased Premises to the Sub Tenant during the Term without interference by the Mid Landlord
- 15.2 To enforce against the Head Landlord (and its successors in title) in so far as it is able to do so, the obligations of the Head Landlord in the Head Lease. All costs incurred by the Mid Landlord will be indemnified by the Sub Tenant. If the Sub Tenant makes such a request the Mid Landlord shall be entitled to receive from the Sub Tenant reasonable costs on account from the Sub Tenant
- 15.3 To perform the obligations of the Mid Landlord under the Head Lease in so far as they do not fall to be performed by the Sub Tenant under this Sub Lease

16 SUB TENANT'S OBLIGATIONS

The Sub Tenant's Obligations to be observed throughout the Term are:

- 16.1 to pay the Rent, Ground Rent and Service Charge Proportion immediately they fall due without any deduction or set off by direct debit.
- 16.2 to pay the business and water rates in respect of the Leased Premises and any other outgoings
- 16.3 to pay any value added tax chargeable on the Rent and any other sums payable under this Sub Lease at the same time as the sum on which it is charged.
- 16.4 to pay interest on any Rent or other sum payable under this Sub Lease which is not paid on the date it should have been paid (both before and after any court

judgment) at 4% per year above the Bank of Scotland PLC base rate for the period from the date it should have been paid until payment or if at any time no such base lending rate exists such rate as shall be substituted for it provided that if there shall be no such substituted rate the said expression shall mean such other reasonable and equivalent rate of interest as shall be specified by the Mid Landlord in writing.

- 16.5 to pay all charges for all water, electricity, telecommunications and similar services consumed on the Leased Premises
- 16.6 to use the Leased Premises carefully and not to damage them but normal fair wear and tear is permitted.
- 16.7 to comply with all legislation applicable to the Sub Tenant's use of the Leased Premises and not to do anything which may result in a statutory requirement arising for work to be carried out on the Leased Premises or the Development.
- 16.8 immediately to give the Mid Landlord a copy of any notice relating to the Leased Premises or its use which the Sub Tenant receives and to notify the Mid Landlord of any damage to or want of repair in the Leased Premises or the Development of which they form part, as soon as reasonably possible after becoming aware of it.
- 16.9 to put the Leased Premises back to their condition at the Commencement Date at the end of the Term (however it ends) subject to fair wear and tear.
- 16.10 not to display any signs, posters, advertisements etc. inside or outside the Leased Premises without the prior written consent of the Mid Landlord.
- 16.11 to use the Leased Premises only for the permitted use and to notify the Mid Landlord immediately if the Sub Tenant ceases to occupy the Leased Premises at any time during the Term.
- 16.12 not to do anything which is a nuisance or annoyance to the Mid Landlord, Head Landlord or to the owners or occupiers of any adjoining or neighbouring property or use the Leased Premises for any illegal or immoral purpose or hold an action or public exhibition or public or political meeting on the Leased Premises.
- 16.13 not to permit any contaminative or hazardous substances to be on or to be discharged from the Leased Premises and not otherwise to cause contamination or pollution at under or from the Leased Premises.
- 16.14 not to do anything which may invalidate any insurance policy relating to the Leased Premises or the Development or which may increase the premiums for that insurance.
- 16.15 not to assign sublet charge part with possession of or share the occupation of the whole or any part of the Leased Premises except that:
 - 16.15.1 the Sub Tenant will be allowed to assign or sublet the whole or part of the Leased Premises if the Mid Landlord consents in writing (which cannot be unreasonably withheld but which may be subject to reasonable conditions) and the Sub Tenant and the assignee enter into a Licence to Assign or sublet (as the case may be) (in such form as the Mid Landlord reasonably requires)

- 16.15.2 if the Sub Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Section 736 of the Companies Act 1985)
- 16.16 immediately to give the Mid Landlord notice of any assignment or sharing of occupation under Clause 16.15
- 16.17 to allow the Mid Landlord to enter the Leased Premises (with anyone else authorised by the Mid Landlord) for the purposes set out in clause 15.2, for performing the Mid Landlord's Obligations under this Sub Lease and for all other reasonable and proper purposes at reasonable times after giving the Sub Tenant (except in emergency) reasonable prior notice. The persons entering the Leased Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Leased Premises.
- 16.18 at the end of the Term (however it ends) to give vacant possession of the Leased Premises to the Mid Landlord in the condition required by this Sub Lease and to remove from the Leased Premises the Sub Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Leased Premises by their removal and leave the Leased Premises in a tidy condition free of rubbish
- 16.19 to pay all reasonable costs and expenses incurred by the Mid Landlord in connection with:
- 16.19.1 any application by the Sub Tenant for an approval or consent (whether or not it is given unless unlawfully withheld); or
- 16.19.2 in (or in contemplation of) the preparation and service of any notice of a breach of the Sub Tenant's Obligations under this Sub Lease including statutory notices
- 16.20 to the extent not covered in this Sub Lease, to pay all other costs and outgoings in relation to the Leased Premises.
- 16.21 to comply with the latest version of the Occupier's Guide in such form as the Mid Landlord shall from time to time designate.
- 16.22 the Sub Tenant will indemnify the Mid Landlord against any liability of the Mid Landlord to any third party whose property is sold to a third party in the mistaken belief that such property belongs to the Sub Tenant after the end of the Term (however it ends).
- 16.23 Not to do anything which would put the Mid Landlord in breach of its obligations as lessee under the Head Lease.
- 16.24 Without prejudice to the generality of Clause 16.23 to observe and perform (to the intent that such obligation may be enforced by the Mid Landlord) the Mid Landlord's obligations as set out in Clause 4 of the Head Lease as if the same were set out in full in this Lease with the exception of the following:-

Clauses 4.1
 4.11

If the Mid Landlord serves on the Sub Tenant a written notice specifying anything required to remedy a breach of the Sub Tenant's Obligations under this Sub Lease:

- 17.1 the Sub Tenant will comply with the notice within one month (or immediately in an emergency) time being of the essence.
- 17.2 if the Sub Tenant fails to do so the Mid Landlord has the right to enter the Leased Premises and remedy the breach and the Sub Tenant will pay to the Mid Landlord on demand as a debt all costs and expenses so incurred.
- 17.3 the Mid Landlord subject to giving the Sub Tenant reasonable prior written notice of at least 48 hours (except in emergencies) time being of the essence has the right to enter the Leased Premises and remedy the breach

18 GUARANTOR'S OBLIGATIONS

The Guarantor (if any) will make sure that the Sub Tenant pays the Rent and complies with the Sub Tenant's Obligations under this Sub Lease and will as a primary debtor pay and indemnify the Mid Landlord against any failure by the Sub Tenant to do so. This obligation of the Guarantor will not be affected by the Mid Landlord failing to enforce the Sub Tenant's Obligations, any variation of the terms of the Sub Lease, any consent or approval given under the Sub Lease or any compromise agreed between the Mid Landlord and the Sub Tenant.

19 CONSEQUENCES OF DAMAGE OR DESTRUCTION

If the whole or part of the Leased Premises becomes inaccessible or unfit for use due to damage or destruction by any of the risks to be insured under the Sub Lease and there is valid loss of rent insurance in place (if any) and the insurer approves the whole of the claim (other than as a result of anything the Sub Tenant does or fails to do):

- 19.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this Sub Lease shall cease to be payable for such period (if any) as is paid for by the loss of rent insurance or until the Leased Premises are fully accessible and fit for use (whichever the earlier) and
- 19.2 if the damage or destruction affects the whole or a substantial part of the Leased Premises and it is likely to take more than six months to make the Leased Premises again fully accessible and fit for use either the Mid Landlord or the Sub Tenant may terminate this Sub Lease by giving one month's written notice to the other parties in which event this Sub Lease will immediately end and the Mid Landlord need not carry out any repairs or reinstatement.
- 19.3 This Sub Lease shall endure until the end of the Term notwithstanding damage to or destruction of the Leased Premises and the doctrine of rei interitus is excluded from this Sub Lease

20 IRRITANCY

If the Rent or any part thereof shall at any time be in arrears for 14 days after the same shall have become due (whether legally demanded or not) and shall remain unpaid for a further period of 14 days after demanded by the Mid Landlord under threat of irritancy, or if there

shall be a breach of any of the obligations undertaken by the sub-tenant within such reasonable period as shall be allowed by the Mid-Landlord in a notice requesting the remedy of such breach under threat of irritancy, or if the Sub-Tenant shall become apparently insolvent or shall make any arrangement with creditors or being a company shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction) or being a firm shall be sequestrated, then and in any such case it shall be lawful for the Mid-Landlord by notice to the Sub-Tenant to bring the Sub-Lease to an end forthwith and to repossess the Leased Premises as if the Sub-Lease had not been granted but without prejudice to any right of action or remedy of the Mid-Landlord in respect of any previous breach of any of the obligations undertaken by the Sub-Tenant under the Sub-Lease.

21 GENERAL PROVISIONS

Any notice relating to this Sub Lease or to the Leased Premises must be in writing and signed by or on behalf of the person giving it and must be sent by first class post, registered post or recorded delivery and be addressed to or personally delivered to:

- 21.1 if served on the Sub Tenant, the address specified at the beginning of this Lease
- 21.2 if served on the Mid Landlord, its registered office or any other address which the Mid Landlord has notified to the Sub Tenant in writing.

22 The Mid Landlord and the Sub Tenant agree that:

- 22.1 the Sub Tenant will not have any rights over any property of the Mid Landlord or the benefit of any obligations on the part of the Mid Landlord except as set out in this Sub Lease.
- 22.2 where a party to this Sub Lease comprises two or more persons they are responsible for all their obligations both jointly and individually.
- 22.3 where this Sub Lease obliges the Sub Tenant not to do something the Sub Tenant is also obliged not to permit it to be done by any person under the Sub Tenant's control
- 22.4 headings are given in this Sub Lease for convenience only and do not affect the meaning of the text.

23 BREAK CLAUSE BY SUB TENANT

The Sub Tenant may bring this Sub Lease to an end during the Term on the following conditions:-

- 23.1 In this clause 23, the following words and phrases shall have the following meanings unless the context requires otherwise:-

"The First Minimum Period"	a period of 2 years commencing on the Commencement Date
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"The Second Minimum Period"	a period of 4 years commencing on the Commencement Date
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"The First Termination Date" the date of the expiry of the First Minimum Period

"The Second Termination Date" the date of the expiry of the Second Minimum Period

"The First Break Notice" not less than seven days on or before the First Termination Date written notice served by the Sub Tenant on the Mid Landlord confirming the Sub Tenant's wish to terminate the Sub Lease on the First Termination Date and failure to serve the First Break Notice on the Mid Landlord on or before the date seven days before the First Termination Date means that the First Break Notice is invalid (time being of the essence)

"The Second Break Notice" not less than seven days written notice on or before the Second Termination Date served by the Sub Tenant on the Mid Landlord confirming the Sub Tenant's wish to terminate the Sub Lease on the Second Termination Date and failure to serve the Second Break Notice on the Mid Landlord on or before the date seven days before the Second Termination Date means that the Second Break Notice is invalid (time being of the essence)

23.2 The Sub Tenant may terminate this Sub Lease by serving at any time before the First Termination Date the First Break Notice whereby this Sub Lease will terminate on the First Termination Date or by serving at any time before the Second Termination Date the Second Break Notice whereby this Sub Lease will terminate on the Second Termination Date

23.3 The Sub Tenant may also terminate this Sub Lease at any time during the Term on giving the Mid Landlord not less than 10 Days Notice ("**10 Days Notice**") only if the Sub Tenant has complied with the following conditions

23.3.1 Prior to the issue of the 10 Days Notice the Sub Tenant must have a new Sub Lease substantially in the form of this Sub Lease ("**the New Sub Lease**") executed (and the New Sub Lease is held as undelivered) by a substitute Sub Tenant ("**the Substitute Sub Tenant**") and has been delivered to the Mid Landlord on terms that the Mid Landlord may complete the New Sub Lease with the Substitute Sub Tenant immediately on the expiry of the 10 Days Notice.

23.3.2 The Substitute Sub Tenant must be a reasonably satisfactory Sub Tenant to hold the New Sub Lease ability to pay the Rent and any other sums due under the New Sub Lease and to perform the obligations contained in the New Sub Lease to be performed by the Substitute Sub Tenant.

23.3.3 If the First Break Notice is served within the First Minimum Period then the Term of the New Sub Lease must equate to at least the residue of the First Minimum Period left unexpired as at the expiry of the First

Break Notice ("the First Residue"). If the Second Break Notice is served within the Second Minimum Period then the Term of the New Sub Lease must equate to at least the residue of the Second Minimum Period left unexpired as at the expiry of the Second Break Notice ("the Second Residue")

23.3.4 The Rent and other sums payable under the New Sub Lease must be at least as much as the Rent and other sums payable under the Sub Lease for the First Residue or the Second Residue.

23.4 The Mid Landlord will complete the New Sub Lease with the Substitute Sub Tenant if the conditions of clause 23.3 are met and accept that this Sub Lease has been terminated on expiry of the 10 Days Notice

24 BREAK CLAUSE BY MID LANDLORD

24.1 The Mid Landlord can bring this Sub Lease to an end during the Term by serving not less than three months written notice to the Sub Tenant to expire either on the First Termination Date or the Second Termination Date declaring that unless the Notice is served on or before three months before the First Termination Date or the Second Termination Date as the case may be the notice will be invalid (time being of the essence) PROVIDED THAT the Mid Landlord shall not have received timeous notice from the Sub Tenant that the Sub Tenant has sublet in whole or in part the Leased Premises

24.2 If the Mid Landlord serves a timeous valid notice under clause 24.1 then this Sub Lease shall end on the First Termination Date or the Second Termination Date as the case may be without prejudice to the rights and liabilities of the parties accrued up to that date

OTHER MATTERS

25 The Sub Tenant acknowledges that it is aware that the Development is to be developed by third parties and that development works on the Development may cause some nuisance annoyance disturbance or inconvenience to the Sub Tenant or its employees contractors invitees or those deriving title under or as successors to the Sub Tenant and the Mid Landlord or such third parties shall have no liability to the Sub Tenant its employees contractors invitees those deriving title under the Sub Tenant or any one else in respect thereof.

26 In case any dispute shall arise between the Sub-Tenant and other tenants or occupiers or users of the Development (save for those relating to other occupiers within the Premises) in connection with any servitude right or privilege affecting the Leased Premises the Mid-Landlord acting reasonably may (if it shall think fit) determine every such dispute in such manner as the Mid-Landlord shall think reasonable and the Sub-Tenant shall submit to and abide by every such determination (save in the case of manifest error).

27 The expressions 'Mid Landlord' and 'Sub Tenant' shall include their respective successors in title.

28 The liability of Rowanmoor Trustees Limited and Philip Andrew Hippisley shall in all circumstances be limited to the assets of Burnham Road 1960 Ltd Executive Pension Scheme


- 29 Whilst the landlord's interest under this sub lease is vested in Rowanmoor Trustees Limited as trustee of the Rowanmoor Trustees Limited and Philip Andrew Hippiisley as trustees of the Burnham Road 1960 Ltd Executive Pension Scheme the provisions in the definition of "The First Break Notice" and "The Second Break Notice" to "seven days " shall be delete and substituted by "four weeks".

IN WITNESS WHEREOF:-

EXECUTED as a DEED by
affixing the Common Seal of
ROWANMOOR TRUSTEES
LIMITED in the presence of two
Authorised signatories at Salisbury

on the 18 day of Jan
20 16


.....
Authorised Signatory


.....
Full name of authorised signatory


.....
Authorised Signatory


.....
Full name of authorised signatory



Signed by Philip Andrew Hippisley as a
trustee of the Burnham Road 1960
Ltd Executive Pension Scheme

P.A. Hippisley
.....
(Tenant) (Philip Andrew Hippisley)

at Bath

on the 29th day of December
2015

WITNESS:-
Signature: .....

Name JOHN PACITTO

Address 8 Harvey Grove

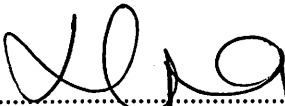
Swindon


Wiltshire SN2 2RA

Occupation Pension Consultant

Signed for and on behalf of **PARK FIRST LIMITED**
at PADIHAM

on the S day of Feb
2016


.....
Director (~~Toby Scott Whittaker~~ / Leanne Gregson / ~~John Slater~~)


.....
Director (~~Toby Scott Whittaker~~ / ~~Leanne Gregson~~ / John Slater) / ~~Secretary (Richard Gahan)~~

OR

.....
Director (Toby Scott Whittaker / Leanne Gregson / John Slater)

WITNESS:-

Signature:

Full Name _____

Address _____

Occupation _____