

# HOLT.

COMMERCIAL

## Valuation Report

**4 BROOKLANDS COURT  
KETTERING VENTURE PARK  
KETTERING  
NORTHAMPTONSHIRE NN15 6FD**



**Prepared for: Barclays Bank PLC and Each of its Affiliates**

**May 2024**

**Regulated by RICS**

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## APPENDICES

<b>1</b>	Instructions, Barclays Guidance Notes and Holt Commercial Valuation Terms of Business
<b>2</b>	Energy Performance Certificate
<b>3</b>	Draft Lease

## EXECUTIVE SUMMARY

Property Address	4 Brooklands Court, Kettering Venture Park, Kettering, Northamptonshire NN15 6FD			
Instructions and Valuation Purpose	In accordance with your instructions received via Xit2 we are instructed to provide you with a report and valuation for Loan Security purposes.			
Valuer	Andrew Oliver MRICS			
Date of Valuation	20 May 2024			
Situation	The property is situated on an established business park, with direct access from the A14 trunk road, approximately two miles to the south east of Kettering town centre.			
Description	<p>The property comprises an inner-terraced office suite in a “U” shaped building of two storey brick construction with a pitched pantile roof and aluminium-framed uPVC double-glazed windows.</p> <p>The property has 7 allocated parking spaces, plus one disabled space, in a shared car park to the front of the building.</p>			
Accommodation	Floor	Description	sq m	sq ft
	Ground	Entrance lobby	-	-
		Toilets	-	-
		Open-plan office	60.66	653
		Kitchenette	3.07	33
	First	Open-plan office	80.13	863
		Toilet/shower	-	-
	<b>Total Net Internal Floor Area</b>		<b>143.86</b>	<b>1,549</b>
General Repair and Condition	The property appears to be in a good state of repair, having regard to its age, use and type of construction.			
Tenure	Freehold.			
Tenancies	<p>The property is currently let on a one year lease which expires on 31 May 2024 at a rent of £18,000 per annum.</p> <p>We have been supplied with a draft lease for a periodic tenancy between J H &amp; H Pension Trust SSAS and R Rajani &amp; Co Ltd, commencing on 2 June 2024 at a rent of £20,400 per annum. There is an option for either party to determine the lease on or after 31 May 2027, subject to two months' notice. If the lease extends to five years, there is an upwards only rent review on 2 June 2029.</p> <p>The draft lease is currently on internal repairing terms but this is to be amended to a full repairing and insuring basis.</p>			

SWOT Analysis	
Strengths	<ul style="list-style-type: none"> <li>• Freehold.</li> <li>• Situated on an established business park, with good road communications.</li> <li>• Small lot size.</li> </ul>
Weaknesses	<ul style="list-style-type: none"> <li>• No lift.</li> <li>• Draft lease currently on internal repairing terms.</li> </ul>
Opportunities	<ul style="list-style-type: none"> <li>• Draft lease to be amended to full repairing and insuring basis.</li> </ul>
Threats	<ul style="list-style-type: none"> <li>• Uncertain market.</li> <li>• Economic uncertainty.</li> <li>• Geopolitical uncertainty.</li> </ul>
Estimated Value	£265,000
Market Rent	<b>£20,400 (Twenty Thousand Four Hundred Pounds) per annum</b>
Market Value, subject to proposed lease on full repairing and insuring terms	<b>£275,000 (Two Hundred and Seventy Five Thousand Pounds)</b>
Building Reinstatement	<b>£500,000 (Five Hundred Thousand Pounds)</b>
Suitability for Loan Security	The property is considered to be suitable as lending security at the value reported, subject to comments in this report.

This Executive Summary should be read strictly in conjunction with the accompanying full report and the summary should not be disseminated from the main body of the report.

We draw your attention to our accompanying report and to the Terms of Engagement agreed between us.

All valuations are reported exclusive of VAT.

Our Ref: AMO/PJH/Kettering, Brooklands Court  
Your Ref. XK244460

20 May 2024

Barclays Bank PLC and each of its Affiliates  
3 Hardman Street  
Spinningfields  
MANCHESTER M3 3AX

Dear Sirs

## **VALUATION FOR SECURED LENDING PURPOSES**

**APPLICANT: J H & H PENSION TRUST SSAS**

**PROPERTY: 4 BROOKLANDS COURT, KETTERING VENTURE PARK,  
KETTERING, NORTHAMPTONSHIRE NN15 6FD**

### **1.0 INSTRUCTIONS AND PURPOSE**

We refer to your instructions received via Xit2 to provide you with a Valuation Report and appraisal of the freehold interest in the above property for loan security purposes.

The valuation has been carried out in accordance with your instructions, the Barclays Guidance Notes and Holt Commercial's Terms of Business, a copy of which are attached to this report at Appendix 1.

This report can be relied upon by Barclays Bank PLC and each of its affiliates.

In accordance with your instructions, we are to undertake valuations, as follows:

- Market Rent.
- Market Value, subject to the proposed lease.

We confirm that the following Valuation has been carried out in accordance with the RICS Valuation – Global Standards 2022.

### **1.1 Bases of Valuation**

As defined by the RICS Valuation – Global Standards 2022.

#### **1.1.1 Market Rent**

"The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

#### **1.1.2 Market Value**

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

### **2.0 VALUER STATUS**

This Valuation Appraisal and Report has been undertaken by Andrew Oliver MRICS and has been peer reviewed by Peter Holt BSc (Est Man) FRICS, both of whom are RICS Registered Valuers.





Furthermore, we can confirm that the valuers named above are Independent Valuers and fully qualified members of the Royal Institution of Chartered Surveyors. Both have, in respect of the property, sufficient current local, and national knowledge of the particular market and the skills, experience and understanding necessary to undertake the valuation objectively, competently and to accept responsibility for this valuation assignment.

Neither of the valuers named above have had any involvement with the subject property or related parties to the property, or any other recent or foreseeable fee earning relationship, other than the agreed fee for the subject valuation instruction. We are therefore aware of no conflict of interest in the provision of this Valuation Report.

An inspection of the property was undertaken on 27 March 2024. The weather was bright and dry at the time of inspection.

We confirm that adequate Professional Indemnity Insurance is maintained in respect of this instruction (up to £5,000,000 on a per claim basis).

## 3.0 PROPERTY INFORMATION

### 3.1 Location

Kettering is situated in North Northamptonshire and has a resident population of approximately 63,150 (2021 Census) and a borough population of approximately 101,800.

The town is situated some 16 miles to the north east of Northampton and 28 miles south east of Leicester. Birmingham lies approximately 55 miles to the west and central London is about 81 miles to the south.

Kettering is by-passed by the A14 trunk road which provides a direct link to Junction 19 of the M1 motorway, approximately 21 miles to the west, and is a busy route to the east coast at Felixstowe.

Kettering is situated on the Midland main line, providing direct rail services to London St Pancras with a fastest journey time of approximately 50 minutes.

The location of Kettering is identified on the plan attached below.



### 3.2 Situation

The property is situated on an established business park, approximately two miles to the south east of Kettering town centre. The park, which has direct access from Junction 9 of the A14, comprises a mix of office/commercial and industrial premises, together with a hotel, and we estimate that it was developed approximately 20 years ago.

The subject property forms part of an office development on the northern side of the park, with access off Holdenby, which serves a residential development to the north.

The property is shown for identification purposes on the Ordnance Survey extract below, the extent of the site being outlined in red in accordance with our understanding of the site boundaries.



### 3.3 Description and Construction

Our Valuation Report and Appraisal has assumed there to be no outstanding obligations or liabilities in respect of the premises under the provisions of the Defective Premises Act 1972.

The property comprises an inner-terraced office suite within a two storey “U” shaped building of two storey steel-framed brick construction with a pitched pantile roof and powder-coated aluminium-framed double-glazed windows. The property is approached by steps and there is also ramped access.

Internally, the accommodation has tiled ceilings with inset LED lighting, plastered walls and raised, carpeted floors with inset sockets. Heating is by way of ceiling-mounted air conditioning cassettes, supplemented by electric convectors and smoke and fire alarms are fitted.

The ground floor accommodation comprises an entrance lobby with two toilets, one of which is for disabled use, and an open-plan office with a kitchenette. The first floor is approached by stairs and comprises an open-plan office, which includes two glazed-partitioned areas.

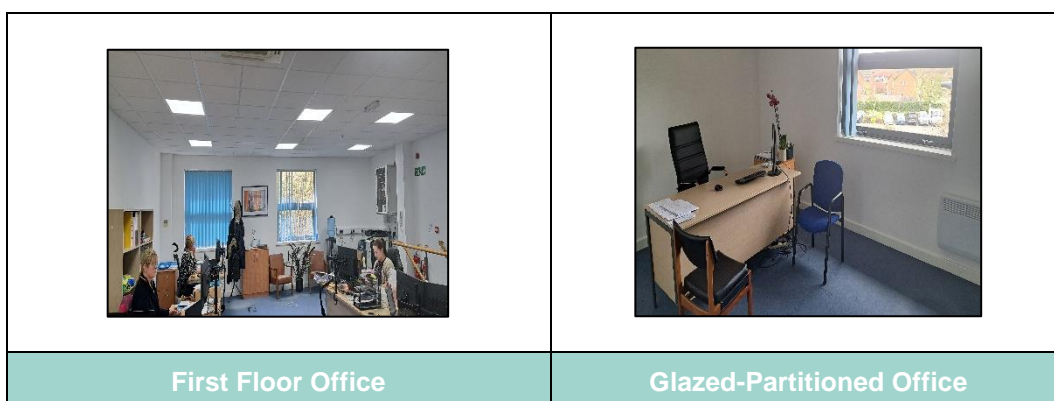
To the front of the building there is a large, shared car park in which we are informed that 7 spaces, plus one for disabled drivers, are allocated to the subject property



	
<p>Front Elevation</p>	<p>Front Elevation</p>
	
<p>Front Elevation</p>	<p>Front Elevation</p>
	
<p>Entrance</p>	<p>Rear Elevation</p>
	
<p>Car Park</p>	<p>Entrance Hall</p>



	
<p>Toilet</p>	<p>Disabled Toilet</p>
	
<p>Ground Floor Office</p>	<p>Ground Floor Office</p>
	
<p>Ground Floor Office and Kitchenette</p>	<p>Kitchenette</p>
	
<p>First Floor Office</p>	<p>First Floor Office</p>



### 3.4 General Repair and Condition

We have inspected the property as far as is reasonably necessary for the purposes of this valuation. This has comprised a visual inspection of the exterior and interior of the property which was readily accessible with safety and without due difficulty.

We emphasise that we have not undertaken a structural survey of the property and, should you require a more detailed report upon its structural condition and state of repair, a further inspection and report will be necessary by an appropriately qualified Structural Engineer or Building Surveyor if required.

The property is reasonably modern and appears to be in a good state of repair, having regard to its age, use and type of construction. Decorations are also good.

During the course of our inspection, we observed no signs of progressive structural movement or disrepair or significant ingress of damp. Subject to a regular programme of repair, maintenance and decoration, it is anticipated that the buildings should retain a useful economic life for at least 25 years.

### 3.5 Accommodation

We would summarise the accommodation as follows. All dimensions are approximate only and have been measured on a Net Internal Area (NIA) basis in accordance with the RICS Code of Measuring Practice (6<sup>th</sup> Edition).

Floor	Description	sq m	sq ft
Ground	Entrance lobby	-	-
	Male/female toilet	-	-
	Disabled toilet	-	-
	Open-plan office	60.66	653
	Kitchenette	3.07	33
First	Open-plan office	80.13	863
<b>Total Net Internal Floor Area:</b>		<b>143.86</b>	<b>1,549</b>

The property is situated on a fully developed, level site and our understanding of the site boundaries is shown edged in red on the site plan attached at Section 3.2 above.

By reference to the Ordnance Survey extract we calculate that the site, excluding the car parking spaces, extends to a total area of approximately 95 sq m (114 sq yds).

### 3.6 Services

We have assumed that the property is connected to mains water and electricity and that drainage is to the mains sewer. We are informed there is no mains gas connected.

We have not tested any of the services and have assumed they are adequate and in satisfactory condition.

### 3.7 Rating Assessment

The property is entered into the 2023 Rating List, as follows:

Address	Description	Rateable Value
Ground Floor, 4 Brooklands Court Kettering Venture Park Kettering, Northants NN15 6FD	Offices and premises	£8,200
First Floor, 4 Brooklands Court Kettering Venture Park Kettering, Northants NN15 6FD	Offices and premises	£10,500

### 3.8 Town Planning, Highways and Statutory Enquiries

We have not undertaken detailed enquiries of the Local Planning Authority and from the North Northamptonshire Council website we have not identified any planning applications relating to the property.

We have assumed that the property has an established office use and that it will continue to be used for office purposes.

We are not aware of any proposed development works which might adversely affect the property.

The property is not Listed and is not situated in a conservation area.

We have assumed that a service charge is levied in respect of maintenance of the shared car park and circulation areas.

The above details should be verified by your legal advisers if required.

### 3.9 Environmental Matters

We are not aware of the content of any environmental audit or other environmental investigation or soil survey which may have been carried out on the site and which may draw attention to any contamination or the possibility of any such contamination.

We have not carried out any investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination to the subject property from these uses or sites. In undertaking this valuation, we have assumed that no contaminative or potentially contaminative uses have been carried out on the property.

#### 3.9.1 Energy Performance Certificates (EPC)

With effect from 4 January 2009, Energy Performance Certificates (EPCs) are required for all buildings sold or let, subject to minor exceptions.

We have identified the following certificate from the Government website:

Address	Energy Rating	Certificate Expiry
Unit 4 Brooklands Court Kettering Venture Park, Kettering NN15 6FD	D84	12 November 2028

A copy of the EPC is attached at Appendix 2.

Minimum Energy Efficiency Standards (MEES) have been introduced by Government to make it unlawful (with some exemptions) to grant new leases of property with a "sub-standard" EPC rating of F or G after 1 April 2018. It is further provided that from 1 April 2023 landlords must not continue letting a non-domestic property which is already let if that property has an EPC Rating of 'F' or 'G'.

These factors, and the potential rising of the threshold over time, may adversely affect the future performance of the property as an investment, and may therefore impact on future values. The effects of this should be monitored in respect of the subject property and appropriate steps taken to protect future values. We will be pleased to advise further here if required.

The EPC shown above indicates that the property meets the minimum acceptable Energy Performance Standard for the purposes of the Act.

It should be noted that from 2030 all properties will require a minimum energy rating of B and, therefore, expenditure may be required in the future to improve the energy efficiency of the property.

### 3.9.2 Flooding Risk

By reference to the Government's flood map for planning, the property is understood to be within Flood Zone 1 where there is a low annual probability (less than 0.1%) of river flooding.

Formal enquiries as part of normal legal searches would be required to confirm this. If the site is potentially affected, these findings need to be referred back to us to comment on the impact on our valuation and the matter referred to your insurer.

### 3.9.3 Radon

Radon is a naturally occurring colourless, odourless radioactive gas that can be harmful to health. By reference to the Public Health England Radon Map the property may be in an area of low risk (1-3%) to the potential of being affected by Radon gas. Formal enquiries made as part of normal legal searches will need to confirm this.

### 3.9.4 Mining

The property lies outside an area where coal mining has taken place in the past and there was no evidence during our inspection of subsidence, landslip or ground instability. Consequently, we have assumed that the property is unaffected by these matters.

### 3.9.5 Invasive Vegetation

Our inspection and enquiries did not reveal the presence of any invasive vegetation such as Japanese Knotweed, Giant Hogweed, Himalayan Balsam, Thistle, Floating Pennywort or Ragwort. Please note however that we are not qualified to advise on the presence or otherwise of any invasive plant species.

Should you require confirmation of the presence or otherwise of any individual plant species on the property, a suitably qualified expert should be employed to survey and report accordingly.



We did not note the presence of trees in close enough proximity to structures to pose a threat in the short term in our opinion.

### **3.9.6 Telecommunication and Electrical Installations**

We did not note any installations that might affect the property.

### **3.9.7 Archaeological Remains**

Protection or investigation of such remains is required by relevant authorities and this can result in major expenditure, inconvenience and delay as well as having a detrimental effect on value. We saw no evidence of such remains but would confirm that we have not made enquiries.

### **3.10 Fire Regulations**

We have not had sight of a Fire Risk Assessment so we cannot confirm the property is compliant with the Regulatory Reform (Fire Safety) Order 2005. We would recommend that the bank's solicitors confirm compliance with the regulations if necessary.

### **3.11 Deleterious and Hazardous Materials**

The property is of an age and style of construction where we believe it is unlikely that deleterious materials may be present, although this can only be confirmed by undertaking a full structural survey.

We have not been supplied with an asbestos survey and to comply with the Control of Asbestos Regulations 2012, an appropriate survey should have been obtained and a risk management plan implemented. Such a survey may need therefore to be carried out and the results of this may give cause to amend our valuation. We will be pleased to advise further here if required.

### **3.12 Equality Act 2010**

The Equality Act 2010, incorporating the Disability Discrimination Acts 1995 and 2005, imposes obligations on service providers and employers to make reasonable provision for disabled people and therefore take reasonable steps to remove or alter any feature of a property that makes it impossible, or unreasonably difficult, for a disabled person to make use of the services at the property. Failure to do so or non-compliance could result in civil proceedings.

Holt Commercial has not undertaken or commissioned any investigations or access audit in order to determine whether the property complies with the provisions of the Act and the above is for guidance purposes only. No allowance has been made in the valuation herewith to reflect compliance works.

### **3.13 Building Reinstatement**

This is an indication, for insurance purposes, of the current reinstatement cost of the buildings in their present form using guidance obtained from BCIS re-building costs. We are not aware of the current level of building reinstatement insurance cover and therefore cannot comment upon the adequacy of the same. However, we would recommend that the property should be insured for a minimum sum of **£500,000 (Five Hundred Thousand Pounds)**.

This sum allows for full reinstatement, costs of clearance and professional fees but excludes any allowance for VAT (except on fees), loss of rent and cost of alternative accommodation for the reinstatement period. The sum should accordingly be up-dated on an annual basis to keep pace with rising costs.

We would emphasise that the figure detailed above is our estimate of the cost of rebuilding the premises and bears no direct relationship to the current Market Value. The figure given is for guidance only and does not comprise a formal Fire Insurance Valuation of these properties.

#### **4.0 SOURCES AND EXTENT OF INFORMATION**

In preparing this report, we have based our opinion on information supplied to us. We have only attempted to obtain verification where there appeared to be a risk of doubt. We have stated the sources of information relied upon under the various headings shown.

#### **5.0 TAXATION**

In providing our Valuation Report and Appraisal and the advice herein, no allowance has been made for liability for taxation which may arise at the property on an ongoing basis or on disposal, whether actual or notional.

We are not aware as to whether VAT would be chargeable on a disposal and we have assumed for the purpose of this Report that this would not affect our valuation or advice.

#### **6.0 TENURE AND TITLE**

Unless otherwise specifically stated, we have relied upon information which has been provided to us by the instructing party.

Any observations in this report in relation to tenure are made in our capacity as valuers, not legal advisers.

Our valuation assumes that the property is Freehold.

We have not had sight of a copy of the Title Deeds nor have we been supplied with a Report on Title. We have assumed that the Title is good and marketable, free from encumbrances and that the usual solicitor's searches and enquiries would not reveal the existence of onerous Title matters which would materially affect our valuation.

##### **6.1 Tenancies**

The property is currently let on a full repairing and insuring lease for a term of one year from 1 June 2023, expiring on 31 May 2024, at a rent of £18,000 per annum. The parties are ICCM (Training) Limited (landlord) and LMJ Group Limited t/a R Rajani & Co Limited (tenant).

We have been provided with a copy of a draft lease between J H & H Pension Trust SSAS and R Rajani & Co Limited. The lease commencement date is 2 June 2024 and is on a periodic basis, with an option for either party to terminate on or after 31 May 2027, subject to two months' notice. The rent to be paid is £1,700 per calendar month (£20,400 per annum).

There is provision for an upwards only rent review on 2 June 2024, if the lease has not been terminated before then.

The lease has been incorrectly drafted on internal repairing and insuring terms, but we are advised by the Fund Member, who is a director of the tenant company, that the intention is for the tenant to be responsible for all repairs and that the wording will be amended to this effect.

A copy of the draft lease is attached at Appendix 3.

## 7.0

## MARKET COMMENTARY

Despite current economic conditions caused by Brexit and the Ukraine and Israel/Palestine crises, amongst other factors, certain sectors of the UK commercial real estate market remain relatively healthy. The strong fundamentals of low unemployment, currency advantage and the tight supply of occupational and investment stock remain intact. This is evidenced by demand from both occupiers and investors. However, given the tight supply in the occupational market and other factors, prime rents are likely to come under upward pressure in selected markets this year.

Looking ahead, whilst investment sentiment appears to have improved during 2023, following a sharp correction in yields in the second half of 2022, the economic outlook remains challenging with the UK economy likely to contract with Bank Rates increasing despite a significant drop in CPI inflation over the last few months. However, the market has proved relatively resilient to date, and fundamentals in terms of demand, supply and rental growth continue to support investment performance particularly in the industrial, sector which continues to see sharp growth in interest from both occupiers and investors and is still leading the way. The Bank of England's decision to raise the base rate to 5.25% has however created uncertainty on pricing in the short term.

The latest RICS Property Market Update for the first quarter of 2024 reports that there are early signs of a recovery, following the adverse effects of the bank rate rises and general instability last year, although caution is being expressed for the foreseeable future. Tenant demand in the first quarter of the year was stronger, as was occupier demand for industrial space. The office and retail markets remain relatively flat and vacant space in both these sectors continues to rise.

Rental growth expectations for industrial accommodation and for prime offices over the next twelve months have remained positive, although the secondary office and retail sectors are expected to witness a fall in rents; prime retail rents are anticipated to remain fairly stable.

With regard to capital values, prime industrial and prime offices are expected to see some growth, although the retail and secondary office sectors are forecast to witness some declined in values.

Bank rate rises have affected all sectors of the economy, including the property market, and the general prediction is that these will now stabilise at the current level of 5.25% until the third quarter of this year, after which they may reduce gradually down to 4.25% by 2026. There has been a market adjustment as a result of higher interest rates.

Business rates, especially void rates, are becoming more onerous for both landlords and tenants and have had a significant impact on the property market and so, unsurprisingly, tenants are becoming even more likely to be granted rent free periods or stepped rents to relieve landlords of these commercial rates.

The secondary market has been steady and both occupiers and investors have, until recently, been showing good appetite for both the occupational and investment market despite concerns surrounding recent issues.

Freehold deals are increasingly popular in the market place although the adverse effect for prospective owner occupiers is the scarcity of freehold stock. Low interest rates, combined with very low returns on bond investments, made a compelling case for holding some property as investment for private investors. However, the recent increases in interest rates, and the prospect of further rises, are likely to deter some investors, which may make the market more volatile.

As mentioned above, Brexit, the Ukraine and Israel/Palestine crises, current economic conditions and the uncertainty created, may have an effect on values. Market activity may be impacted in many sectors and at the valuation date we are faced with an unprecedented set of circumstances on which to base a judgement. Consequently, we would recommend that you keep the valuation of this property under review.

The subject property is situated in the centre of Leicester and comprises dated offices, of a size for which we consider there would be moderate demand from both potential tenants and owner-occupiers. However, the layout on several floors may not suit some potential occupiers.

We are informed by the selling agent that the subject property was initially marketed, on behalf of Trustees in Bankruptcy, in April 2023 and that a sale was agreed in August last year. We are told that interest was limited, although four offers were received and the sale was agreed by way of final and best offers: three of these were at a similar level and one was significantly lower.

In the event of a letting, we consider that a reasonable timeframe would be 9 to 12 months and that a sale could be achieved within a similar timeframe.

## 7.1

### SWOT Analysis

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>• Freehold</li> <li>• Situated on an established business park, with good road communications.</li> <li>• Small lot size.</li> </ul>	<ul style="list-style-type: none"> <li>• No lease.</li> <li>• Draft lease currently on internal repairing terms.</li> </ul>
Opportunities	Threats
<ul style="list-style-type: none"> <li>• Draft lease to be amended to full repairing and insuring basis.</li> </ul>	<ul style="list-style-type: none"> <li>• Uncertain market.</li> <li>• Economic uncertainty.</li> <li>• Geopolitical uncertainty.</li> </ul>

## 8.0

### METHODOLOGY AND RATIONALE

In terms of the Market Rent and the Market Value of the subject property, our valuation has been undertaken on the basis of a Market Approach by way of comparison, which provides an indication of value by comparing the subject asset with identical or similar assets for which price information is available.

Under this approach the first step is to consider the prices for transactions of identical or similar assets that have occurred recently in the market, or that are currently offered for sale in the market. It may be necessary to adjust the price information from these other transactions to reflect any differences in the terms of the actual transaction or the physical characteristics of the assets or for legal or economic reasons.

Regard has also been had to an Investment Approach which provides an indication of value by converting future cash flows to a single capital value. This approach considers the income that an asset will generate over its useful life and indicates value through a capitalisation process. Capitalisation involves the conversion of income (rent payable under the terms of a lease or license) into a capital sum through the application of an appropriate discount rate or yield. Comparable rents and yields, shown below, are used in the calculation, which are obtained from transactions of identical or similar assets that have occurred recently in the market or that are currently offered for sale in the market.

The comparables, with analysis, are detailed below.



## 8.1

## Market Rent Comparables

Address	Description	Deal	Valuation Key Points
Suites 1 & 3 Lodge Park House Kettering Venture Park Kettering NN15 6XU	Two office suites 2,886 sq ft	January 2024 Let on new 5 year lease at rent of £37,000 pa	<b>£12.82 per sq ft</b> Situated on separate development, close to Brooklands Court.
Suites 2 & 4 Lodge Park House Kettering Venture Park Kettering NN15 6XU	Two office suites 2,836 sq ft	January 2024 Let on new 5 year lease at rent of £37,500 pa	<b>£13.22 per sq ft</b> Situated on separate development, close to Brooklands Court.
Suite 14 Brooklands Court Kettering Venture Park Kettering NN15 6FD	First floor office suite 1,734 sq ft	July 2023 Let on new 5 year lease at rent of circa £24,275 pa	<b>£14.00 per sq ft</b> Located in adjacent building, forming part of the same development as the subject property.
Suite 7 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Office suite 1,264 sq ft	June 2023 Let at rent of £15,900 pa	<b>£12.58 per sq ft</b> Situated in the same building as the subject property.
Suite 8 Brooklands Court Kettering Venture Park Kettering NN15 6FD	First floor office suite 1,170 sq ft	March 2022 Let on new 5 year lease at rent of circa £14,625 pa	<b>£12.50 per sq ft</b> Located in same building as the subject property.

The rents shown above range from between approximately £12.50 per sq ft and £14.00 per sq ft and the properties either form part of the same development as the subject property, or are in close proximity.

The rent of £20,400 per annum that has been agreed for the subject property breaks back to a level of £13.17 per sq ft, based on our measured floor areas. This is consistent with the evidence above and we are of the opinion that the property will be rack-rented at this level.

**In our opinion the Market Rent of the property is £20,400 (Twenty Thousand Four Hundred Pounds) per annum exclusive, assuming a five year lease term.**

When arriving at our opinion of Market Value we have considered the evidence below.

## 8.2

## Market Value Comparables

Address	Description	Deal	Valuation Key Points
Suite 9 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Office suite over ground and first floors 1,305 sq ft	July 2023 Sold for circa £264,000	<b>£202.30 per sq ft</b> Situated in same building as subject property.
Suite 13 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Office suite 1,772 sq ft	February 2023 Sold for circa £292,500	<b>£165.07 per sq ft</b> Situated in adjacent building, forming part of same development as the subject property.
Suite 3 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Ground and first floor office suite 2,799 sq ft Let at rent of circa £35,000 pa (£12.50 per sq ft)	February 2023 Sold for circa £465,000	<b>£166.13 per sq ft</b> <b>Net Initial Yield 7.20%</b> Located in same building as the subject property.

Suite 2 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Office suite, 2,739 sq ft	May 2022 Sold for circa £410,000	<b>£149.69 per sq ft</b> Located in same building as the subject property.
Suite 8 Brooklands Court Kettering Venture Park Kettering NN15 6FD	Ground and first floor office suite Ground floor: 1,103 sq ft First floor: 1,170 sq ft Ground floor let at £12,500 pa (£11.33 per sq ft) First floor let at £14,625 pa (£12.50 per sq ft)	April 2024 Available for sale at asking price of £385,000	<b>£169.38 per sq ft</b> <b>Net Initial Yield 6.65%</b> Located in same building as the subject property.

The sale evidence above ranges from approximately £150 to £202 per sq ft, with the yield evidence being from 6.65% to 7.20%.

In arriving at our valuation, we have adopted a yield of 7% until the mutual break clause in May 2027. We have allowed for a six months' void period and valued at a reversionary yield, also of 7%.

We have deducted purchaser's costs, in accordance with market practice for investment properties.

Our valuation calculations are set out below:

Rent agreed	£20,400		
YP 3 years 7%	<u>2.62</u>	£53,448	
Assume 6 months' void			
Reversion to	£20,400		
YP perp 7% deferred 3½ years	<u>11.27</u>	<u>£229,908</u>	
		£283,356	
Less purchaser's costs		<u>£8,768</u>	£274,588
			<b>say <u>£275,000</u></b>

**It is our opinion the Market Value of the property is £275,000 (Two Hundred and Seventy Five Thousand Pounds).**

The capital value breaks back to a level of £177.53 per sq ft and a net initial yield of 7.20%.

## 9.0 VALUATION ADVICE

### 9.1 Valuation

#### 9.1.1 Market Rent

We are of the opinion that the Market Rent of the above-described property, in the condition found at the time of our inspection, as at the date of valuation, is:

**£20,400 (Twenty Thousand Four Hundred Pounds) per annum exclusive**

### 9.1.2 Market Value

We are of the opinion that the Market Value of the freehold interest in the above-described property, subject to the proposed lease, on full repairing and insuring terms, in the condition found at the time of our inspection, as at the date of valuation, is:

**£275,000 (Two Hundred and Seventy Five Thousand Pounds)**

No plant or machinery has been included in this valuation other than that normally considered as a service installation for the benefit of the property in general. The contents of the building, occupiers' fixtures, furniture and furnishings will have been expressly omitted from our valuation.

### 9.2 Loan Security

We are of the opinion that the property provides suitable security for lending purposes at the level of our Valuations provided herewith.

We have been able to express our opinions as to the suitability of the property as security for loan, debenture or mortgage, in respect of the type of property, structure, condition and expected remaining economic life and certain other characteristics. We would highlight that it is a matter for the lender to assess the risks involved following our advice and commentary, and make its own assessments in determining the terms of a loan based on the property as security, such as the loan to value ratio or percentage of value to be advanced, the provision for repayment of the capital, and the interest rate, etc.

In this Report we outline a number of matters within our own professional knowledge and understanding of the property and subject to this report, which may assist you in your assessment of risk and therefore the agreement to be proposed the customer.

## 10.0 SPECIAL CONSIDERATIONS

We would reiterate our comments under Section 7 of this report regarding the uncertainty of the current market. There will, most likely, be an effect on the property market and, therefore, we recommend that the valuations are kept under review and that the current uncertain situation is taken into account by the Bank.

## 11.0 CONCLUSIONS AND RECOMMENDATIONS

The property comprises a small, self-contained office suite over two floors on a modern development, with good road communications.

The property includes 7 car parking spaces, with a ratio of 1:221 sq ft, plus one disabled space.

The property is currently let on a full repairing and insuring lease which expires on 31 May 2024, at a rent of £18,000 per annum. The current tenant is a related party to the new tenant.

We are informed that the Pension Trust is purchasing the freehold interest from the current landlord and granting a lease to the occupying tenant.

We have been provided with a copy of a draft lease which will be granted by the Pension Trust, for a term of three years from 2 June 2024, with provision for either party to terminate thereafter, subject to two months' notice.

The Fund Member is a director of the tenant company.

The lease has been drafted on internal repairing and insuring terms and we are advised by the Fund Member that the intention is for this to be on full repairing terms and that the wording will be changed accordingly. We recommend that your solicitors ensure that the engrossed lease clearly states the full repairing and insuring basis.

Although the lease commencement date is 2 June 2024, our valuation assumes that the lease has already commenced.

We are of the opinion that the property provides suitable security for a loan at the value reported, subject to comments in this report, including the results of a full structural survey, and that, subject to adequate maintenance, it should retain a useful economic life of at least 25 years.

## 12.0 CONFIDENTIALITY

Neither the whole nor any part of this valuation report or any reference thereto may be included in a published document, circular or statement, nor published in any way without the prior written approval of Holt Commercial Limited of the form or content in which it may appear.

This report is for the use of the party to whom it is addressed and should only be used within the context of the instructions under which it has been prepared and the assumptions therein. It may be disclosed to the other professional adviser assisting for the purpose of this report. No responsibility is accepted to any third party for the whole or any part of its contents.

We trust that the contents of this report are satisfactory for your purposes, however, should you require any further information please do not hesitate to contact us.

Yours faithfully



**ANDREW OLIVER MRICS**  
RICS Registered Valuer  
Chartered Valuation Surveyor  
[andrew@holtcommercial.co.uk](mailto:andrew@holtcommercial.co.uk)



**PETER J HOLT BSc (Est Man) FRICS**  
RICS Registered Valuer  
Managing Director  
[peter@holtcommercial.co.uk](mailto:peter@holtcommercial.co.uk)



**HOLT.**

<b>Report Required</b>	Executive Summary	<b>Instruction From</b>	Barclays CVT
<b>Report Expected</b>	01/04/2024 09:22:42	<b>Lender Ref</b>	XK244460
<b>Property</b>	- - 4 Brooklands Court, Kettering, Nn15 6fd - - NN15 6FD	<b>Loc Ref</b>	LEN1103241948741
<b>Tenure</b>	Freehold	<b>Source</b>	Barclays CVT
<b>Remaining Lease</b>	.	<b>Source Contact Tel</b>	0845 300 9943
<b>Num of copies of report to RM</b>	2	<b>Barclays Legal Entity Requesting Valuation</b>	Barclays Bank UK PLC
<b>Num of copies of report to LOC Team</b>	0	<b>Advance</b>	£0
<b>Appt Date &amp; Time:</b>	27/03/2024, 12:00-12:00	<b>Purchase Price</b>	£265000
	"The property to be valued is an office, Ref B1 and should be instructed using Appendix letter A. 1This will be pension lending therefore a vacant possession valuation is required and in addition we will require you to supply us with a valuation figure on an investment basis subject to an occupational lease, brief details of which are given below. We will also require your opinion of the current Market Rental Value and re-let potential." Tenant to be: xxxxxxxxxxxxxx" Fully Repairing and Insuring Lease;" Upward only rent reviews;" For a term of 2 years with no break clauses; minimum term of 2 years unexpired term at point of drawdown/completion (note this is the minimum requirement as per our credit risk policy. The actual term of the lease will to base investment value will be set by the trustees)" At an initial rent TBC;" All leases should be structured with a rental floor, i.e. rent will never fall below initial rent at future rental reviews" The lease is to exclude the provisions of Sections 24-28 of the Landlord and Tenant Act 1954" Contain the absolute right for the Landlord to require an Authorised Guarantee Agreement on an Assignment. RD: Katie Lloyd, Katie.Lloyd1@barclays.com, 07385343835, 03301528980, 3 Hardman Street,Spinningfields ManchesterGreater Manchester M3 3AX."	<b>Fee</b>	£1530
<b>Other Information</b>		<b>Applicant</b>	JH&H PENSION TRUST SSAS Phone 1: - Phone 2:
		<b>Approved Valuer Selected?</b>	Yes
		<b>Panel Firm Chosen</b>	HOLT COMMERCIAL
		<b>Who Discussed Fee</b>	Peter Holt
		<b>Access To Be Arranged With</b>	Customer
		<b>Lease</b>	Owner
<b>User information</b>	<i>Team Name</i> : Barclays Business <i>Contact Name</i> : Katie Lloyd <i>Postal Address</i> : - <i>Full Tel num</i> : - <i>External</i> <i>Email</i> : commercialvaluations@barclays.com <i>Alternative telephone</i> : N/A <i>RMs Fax Number</i> : <i>LOC team address</i> : Not required, as documents will be uploaded to the case by the valuer <i>Copies to solicitor</i> : 0	<b>Solicitors</b>	<b>Phone:N/A</b> <b>Alternative Phone: N/A</b>
<b>Instructor ID</b>	0000	<b>Access Details</b>	<b>Phone:-</b> Access Name: Sue Szoltysek Access Tel1: 01933276327 Access Tel2: N/A
		<b>Valuer Notes Assigned To</b>	Andrew Oliver MRICS

**Who Discussed Fee** Peter Holt

**Panel Firm's Reference**

**Job Type** CMV

**Customer System ID Number** 3876660865

**Relationship Team Name** Barclays Business

**Property Description** accountant office practice (brick and metal roof construction)

**Property Type** B1Office (Offices; Serviced Offices; Call Centres; Business Space; Workspace; Live & Work Units)

**Proposed Occupancy** Let or sub-let

**Ownership** To Be Purchased

**Number of Barclays Siteguard(s) Required** 0

**Date Barclays Siteguard Submitted**

**Date Barclays Siteguard Response needed**

**Reason for Valuation** New Facility

**Late Reason**

## Appendix A.1 – Standard Built Commercial Property

1. These notes provide details of the appropriate basis of valuation, contents of the report, and other requirements of Barclays.
2. All valuations reports shall be addressed to and relied upon by Barclays PLC and each of its affiliates
3. The inspection, report and valuation should be in accordance with the current practice statements, guidance notes and appendices of the latest edition of the RICS Valuation Standards (the "Red Book").
4. Please provide your opinion of:
  - 4.1. the current market value\*;
  - 4.2. market rent of the property together with an opinion on the length of lease which could be granted on the open market and referring to any market related incentives necessary to achieve the market rent stated (e.g. rent-free periods);
  - 4.3. For Investment property only, the Market Value of the property(ies) on the assumption it is/they are available for sale with vacant possession
  - 4.4. the suitability of the property as banking security and any difficulties likely to arise if realisation by Barclays is necessary;
  - 4.5. whether the value of the property is likely to increase/remain static/decrease;
  - 4.6. An indication for insurance purposes of the current reinstatement cost\* of the buildings. (This is for guidance only to ensure that the property is adequately insured. A formal estimate which would normally be provided by a quantity surveyor or equivalent expert is not required.)

*[NB:\*Where multiple properties are to be valued please ensure your report clearly reflects the market value for each separate property/title. Where you are asked to provide an insurance reinstatement cost please also ensure this is provided for each separate property/title]*

5. Your Report should include details of and comment on:
  - 5.1. Location, description, use, accommodation, services, floor areas and specification. Please ensure the report contain the following:
    - A street map clearly identifying the location of the property
    - A copy of the Land Registry title plan or, where a LR title is not practical/ available, an Ordinance Survey extract (scale 1:1250) or promap with the exact boundaries of the premises/ land valued clearly marked in RED.
    - Colour photographs showing as a minimum the front and rear elevations
  - 5.2. Age and condition of structural, electrical and mechanical components, type of construction and an indication that, assuming reasonable maintenance, the building retains a useful economic life of at least 25 years
  - 5.3. Where the subject property is five or more storeys high and/or where the primary use of the property includes overnight occupancy and/or where specific concerns exist (for example, if the type of occupation of the building increases risk to life in the event of a fire, such as a care home), please make reasonable enquiries and comment as far as possible in your report on the following:
    - the surface and internal make-up of the external wall system;



- the material used for cladding for the majority of the external surface of the building in which the subject property is situated, excluding the roof;
- whether or not the building owner/ manager has assessed the cladding and make-up of the external walls and obtained an independent, written report on whether or not the wall system conforms with the functional requirements of current Building Regulations and Fire Regulations, and any guidance provided by the MHCLG, and whether or not any remedial works are required as a result of that report; and
- whether as a result of reading that report, you consider that the external wall system may contain potentially combustible materials, in which case you should recommend to the Bank that we commission a written report, prepared by a competent, independent, professional advisor.

5.4. Environmental issues including contaminated land either on the subject site or on an adjoining site, in line with Guidance contained in current RICS Valuation Standards. **An unconsidered assumption that the property is free from contamination would not be acceptable.** To ensure environmental factors are fully reflected, you may be asked within the Xit2 instruction to submit a Barclays SiteGuard: Land Use Questionnaire form. The Land Use Questionnaire form can be found in Xit2 under "Valuer Resources". The form can be saved and completed electronically. Please follow the instructions provided in the form (i.e. you should order a Barclays SiteGuard Report from GroundSure and then answer the follow up questions). If you have not been asked to submit a Barclays SiteGuard: Land Use Questionnaire form, kindly advise in your report whether there is any evidence of environmental issues that could potentially have clean up/liability implications for the current and future owners, including any mortgagees in possession or receivers and whether you consider it is necessary to obtain an up to date environmental risk assessment and, if so, why?;

5.5 You are required to provide and comment on the following Energy Performance Certificate information noting that this does not apply to properties in Northern Ireland, the Channel Islands and the Isle of Man as there is no current legislation in relation to minimum energy efficiency standards in these jurisdictions:

5.5.1 you may obtain EPC(s) info via the government open-source data included in the relevant EPC registers. Please present the EPC's in the table format below. Alternatively this can be in an excel spreadsheet format and uploaded into Xit2 as a separate document.

- The following information is based on the [PRS Exemptions Register](#):

Property address, unit, floor	Postcode	Property type	EPC rating	Rag Status	EPC numerical score	EPC expiry date	Estimated building emissions rate and primary energy use numbers (where available)	Floor area (sq m)	Material risks identified in the EPC Recommendations Report and actions taken by the borrower to address them	If exempt, please state reason & confirm that the exemption is registered. Also state if out of scope of MEES.
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5.5.2 RAG rating basis (all expenditure considerations to be based on data supplied by the lender/borrower):

- **Green:**
  - A or B rating
  - no EPC required due to the property being outside the scope of MEES, or
  - no EPC required due to the property being exemption registered on the national PRS Exemptions Register, where no material expenditure will be required on expiry of the exemption.
    - (Registered exemptions last for only 5 years and any necessary works may need to be undertaken on expiry of the exemption; otherwise, another exemption would need to be secured – a current exemption is not risk-free.)
- **Amber:**
  - C, D or E ratings

- no EPC currently required as no trigger event has occurred, but any future EPC expected to be at an A or B rating, or
- a registered exemption where only modest and viable expenditure is estimated on expiry of the exemption (or a new/continued exemption will need to be secured).

- **Red:**

- F or G rating
- registered exemption where material expenditure will be required on expiry of the exemption or a new/continued exemption will need to be secured
- no EPC currently required as no trigger event has occurred but any future EPC expected to be at a C–G rating
- the likely rating is unknown, or
- a trigger event has occurred, but no EPC has been commissioned/an EPC has not been registered.

5.5.3 where considered suitable, as an alternative to the table, you may summarise the relevant details and only comment on those that have particular risks in a separate section. Where appropriate, please aggregate common findings.

5.5.4 The borrower/lender is responsible for supplying the valuer with any proposed follow-on EPC actions for the asset(s) (where applicable) that are being valued, which may be based on the EPC recommendations or a fuller assessment. The reliance on this data should be stated in the valuation report.

5.5.5 Where appropriate and material, a copy of each applicable EPC should be appended to the valuation report to support the table above.

5.5.6 Having reviewed the EPC data, please include commentary on the following where applicable (this list is not exhaustive), based upon information provided by the lender or borrower:

- a) The latest energy performance profile of the property and risks related to the EPC that may impact value. Reference to the Lender's Action Points and/or suitability for secured lending section may be included as appropriate.
- b) For red-rated assets, in whole or part; some amber-rated assets (see table at 5.5.1 above); and those with no recent assessment, which would all normally need a business plan: consider the impact on value of any improvements to mitigate re-letting risk and comply with current and reasonably expected MEES regulations. Where a business plan is in place and has been provided to the valuer, please comment on this in the valuation report, identifying any information in the plan that may impact on value or the property's suitability for secured lending. If a business plan has not been provided, the valuation report should include a lender's action point recommending that one be undertaken.
- c) Whether additional expert advice may be required about the status of the EPC. This may include referring to the merits of the borrower obtaining a new EPC, where there is no EPC and a trigger event is imminent, when an exemption will expire shortly or where works to the property have been carried out since the EPC was commissioned.
- d) If the valuer considers that the costs supplied by the lender/borrower to achieve legislative compliance may potentially be prohibitive/material, where appropriate, reference should be made to the payback test for exemption in the context of material costs.
  - **Note:** *Valuers are not usually in a position to estimate costs and will rely on information provided by the lender/borrower. Where cost considerations are a*

*requirement, the lender/borrower may need to instruct or facilitate additional expertise.*

- e) An energy-inefficient property's suitability for secured lending under current or future EPC requirements and whether additional expertise on this matter is recommended. However, Consideration of the extent to which the property can meet current or future EPC requirements may require additional expertise and input beyond that of the valuer.
- f) For commercial valuation instructions that include properties with domestic EPCs, (where details are provided either by the bank or borrower), details of indicative cost improvements, the extent of the works and the expected outcome required to bring the EPC up to a better standard can be used to support your professional judgement. These costs can then be considered, and appropriate commentary should be included as to this expenditure and the works/outcome associated with them will meet minimum current or anticipated future legislative or regulatory requirements/guidance (during the loan term).
- g) Where the appropriate detail has been provided by the bank or our client you may also consider commenting on planned works.

5.5.7 Comment should only be provided in the context of the MEES requirements and whether the occupational market has any general EPC rating hurdles that may apply locally.

5.5.8 For properties in Scotland, please state the EPC rating can be provided and whether any necessary action plan (provided by the lender/borrower) is in place outlining any main improvements in the report and, where the data provided by the lender/borrower suggests that the improvement requirements are unduly onerous, highlight this under Lender's Action Points. (Exceptions include smaller buildings below 1,000m<sup>2</sup> and residential property, which are not covered by the legislation).

5.5.9 In the provision of valuation services, i.e. build cost information (for example in the valuation of properties with development potential or where works may be necessary to meet regulatory standards), commentary on the implications of costs are required providing they are prepared by a suitably qualified construction cost professional, such as a quantity surveyor. Reliance upon the build cost information supplied must be stated in the valuation report.

5.5.10 In the absence of any build cost information, please refer to published build cost information where applicable.

- **Note:** *Any reliance that can be placed upon the valuation in these circumstances is severely restricted, therefore, this should be explicitly referenced in the valuation report. Specialist professional advice sought by the bank in relation to build costs can support the valuation. If specialist build cost advice is subsequently obtained, then you may be instructed to review the valuation.*

5.6 Green certification and leases:

- 5.6.1 Where provided with sufficient detail by the lender/borrower relating to the subject property (stating, where notified, the date, version and status/target of the information), commentary on relevant and material valuation matters related to certifications is required, including BREEAM, DGNB, EDGE, Green Star, HQE, LEED, NABERS and WELL (this list is not exhaustive).
- 5.6.2 It may be appropriate to comment on how the certifications and ratings achieved may be perceived by the market. If you consider that obtaining additional certifications may have a material impact on valuation, the valuation report may refer to this.
- 5.6.3 Where appropriate and material, comment may be included as to whether sustainability issues are directly referred to in leases, such as reference to 'green leases' or as part of the service charge.
- 5.7 Where there are locational factors that may impact value these should be recorded and reported if they have a detrimental impact upon your valuation. Including, whether the property is in an area prone to flooding, coastal erosion, mining settlement, subsidence, invasive vegetation [e.g. Japanese Knotweed], radon gas, or other issues that are particularly prevalent in certain districts
- 5.8 Planning, highway and other statutory considerations; is the property listed?
- 5.9 Title/tenure - as appropriate to the subject property, together with comments on any other matters which you consider to be relevant or which you believe should be drawn to Barclays' attention such as a variance between information provided and actuality. Is there any "hope", "marriage" or special purchaser value attaching to the property now or likely to arise in the future? If so, please quantify;
- 5.10 If leasehold or an investment property subject to a lease, please detail in a schedule format (if appropriate) and comment upon the terms of the lease, passing rent, privity of contract (if any), review dates, whether inclusive of repairs, insurance, rates, non-recoverable service charges: any restrictions on usage, alienation rights, alteration rights or any other lease clauses having a depreciating effect on marketability or value. Comment on whether the present rent is in line with current market rent (i.e. is the property over-rented/under-rented?). Where the current leases are less than 12 months to expiry, please comment on the likely level of rent, how long a void period to expect given supply and demand and any tenant inducements i.e. a rent free period that may need to be considered. In the case of investment properties, please provide your view on the market's opinion of the tenant(s) covenant's strength;
- 5.11 Please state clearly the methodology, (e.g. comparable, investment, etc) adopted and list any assumptions you have made and the effect of these assumptions on your valuation. Please provide evidence of other transactions upon which the valuation is based;
- 5.12 Please include any observations on current market conditions for this type of property and your opinion as to any possible future changes in market conditions which Barclays should take into account when making its lending decision;
- 5.13 It would be most helpful if you were able to provide comment on any significant development or change of use potential of the property or properties in the locality which would materially affect your valuation;
- 5.14 Where you identify that: our client is a sole trader, partnership (England & Wales), charity, association, clubs or trustees; and any title deed within the security being valued includes or is expected to include a residential dwelling (whether owner occupied or not), please include in your report: a) If a formal lease agreement exists; and b) The percentage of floor space used as a residence (land and buildings) versus the overall Sq. metres of the specific title deed area

Where the percentage is 40% or more please highlight as potentially MCOB regulated.

- 5.15 Please specify the date of inspection and the name and qualifications of the person who visited the property and confirm that the person has relevant experience and knowledge of valuing the type of property concerned in the particular locality. Moreover, please confirm that the valuer is an external valuer as defined in the "Red Book". Your final report should be signed by both the individual RICS qualified surveyor who carried out the inspection and the RICS qualified senior Director / Partner of the firm responsible for supervising the standard of work undertaken for the Bank;
- 5.16 The Surveyor shall forward electronic Adobe PDF copy to the bank via the Valuation exchange/ Xit2 and to any solicitor identified as acting for Barclays in the Instructions issued to the Surveyor. You may be required to discuss the content of your report with the solicitor acting in this matter. The Surveyor shall also provide additional printed 'hard copies' of the report as requested by Barclays from time to time. Barclays may provide a copy of your valuation report to the customer on a non-reliance basis but it does not wish you to send a copy of the report direct.
- 5.17 In addition to your standard report, it is essential that the Executive Summary in Xit2 is completed and you incorporated a copy of the Executive Summary, the appropriate Appendix/ instruction letter and where applicable the Barclays SiteGuard/ LUQ into all copies of the final valuation report.



# Holt Commercial Limited

## VALUATION TERMS OF BUSINESS

Holt Commercial Limited aims to provide a first class service as a leading regional firm of chartered surveyors and property consultants and will perform its services with all reasonable care and skill and will act in good faith at all times.

### 1.0 PRELIMINARY

- 1.1 \*Holt Commercial Limited (Holt Commercial) undertakes all services only on the basis of these terms of business and on the terms of the letter of acceptance of instructions from Holt Commercial to the Client. These shall apply to the exclusion of any other terms and conditions which the Client may seek to impose.
- 1.2 No variation of these terms shall be binding unless agreed in writing between an authorised representative of Holt Commercial and the Client.
- 1.3 The purpose for which the Advice is required shall be as agreed between the Client and Holt Commercial.
- 1.4 Holt Commercial shall advise the Client in writing as to the opinion of value of the relevant interests specified by the Client in the subject property.

### 2.0 CHARGES

- 2.1 Fees will be charged at the rate set out in the letter of acceptance of instructions and will be payable if the objectives of the Client are met by any means during the continuance of Holt Commercial's instructions. In the event of a material change in the scope of its instructions, Holt Commercial reserves the right to charge an additional fee.
- 2.2 In addition to such fees, the Client shall pay to Holt Commercial all reasonable out-of-pocket expenses incurred in the performance of its instructions.
- 2.3 Holt Commercial may receive and retain usual commissions and discounts on orders for goods and services placed on the client's behalf.
- 2.4 VAT shall be payable, where applicable, in addition to all fees, disbursements and other amounts due from the Client to Holt Commercial.
- 2.5 In the event of Holt Commercial's instructions being terminated by either party for any reason, Holt Commercial shall be entitled to charge a fee on one of the following bases:
  - 2.5.1 a quantum meruit for the work undertaken or
  - 2.5.2 time spent at Holt Commercial's standard hourly rates from time to time or
  - 2.5.3 a fair and reasonable proportion of the fee to which Holt Commercial would have been entitled if the matter had been successfully completed on the terms agreed between Holt Commercial and the Client prior to such termination.

### 3.0 PAYMENT

- 3.1 Holt Commercial will invoice the Client for fees due as set out in the letter of acceptance of instructions.
- 3.2 Accounts for disbursements and out-of-pocket expenses may be submitted at the time when such expenditure is incurred.
- 3.3 Invoices are due for payment upon presentation and in the event of settlement not having been made in full within 28 days of presentation, Holt Commercial reserves the right to charge interest at the rate of 4% above the base lending rate of Barclays Bank Plc calculated on a daily basis from the date of presentation of the invoice to the date of settlement, or 1% per calendar month (or part of a calendar month) from the date of presentation, whichever is the greater.
- 3.4 Without prejudice to any other rights it may have, in the event that any sum due from the Client to Holt Commercial remains unpaid for more than 28 days Holt Commercial shall be entitled to suspend all further work for the Client until such time as the relevant payment is made and Holt Commercial shall not be liable for any delays, losses, costs or expenses occasioned by such suspension.

### 4.0 CLIENT'S WARRANTY AND INDEMNITY

- 4.1 The Client hereby represents and undertakes to Holt Commercial that all information provided by the Client and/or its professional advisers regarding the Property is complete and correct, that the Property and its use complies with all relevant statutory requirements and that there are no other material facts known to the Client relating to the Property which may be relevant to Holt Commercial in carrying out its instructions.
- 4.2 The Client hereby undertakes to indemnify Holt Commercial and keep Holt Commercial indemnified against all losses, damages, costs and expenses, including legal fees on a solicitor and own client basis, arising out of or by virtue of the Client's instructions to Holt Commercial other than any losses, damages, costs and expenses arising by virtue of the default or negligence of Holt Commercial.

### 5.0 EXCLUSION CLAUSES

- 5.1 Any Report, Valuation or Advice provided by Holt Commercial in connection with the client's instructions may be subject to exclusions relevant to the particular Report, Valuation or recommendation in which such exclusions would be specified. The general principles adopted in the preparation of Valuations and Reports are printed overleaf.

### 6.0 DOCUMENTS

- 6.1 The copyright of all Reports, forecasts, drawings, accounts and other documents originated by Holt Commercial in relation to its instructions remains the property of Holt Commercial.

### 7.0 TERMINATION

- 7.1 The termination of Holt Commercial's appointment shall not affect any rights accrued by either party prior to that date.
- 7.2 Either party may terminate Holt Commercial's appointment immediately by giving written notice if the other party:
  - 7.2.1 has a receiver, administrative receiver or administrator appointed over all or any part of its assets or undertaking by;
  - 7.2.2 passes a resolution to wind up or has a liquidator appointed or
  - 7.2.3 ceases or threatens to cease trading.
- 7.3 Holt Commercial shall be entitled to terminate its appointment by the Client in the event that the Client:
  - 7.3.1 fails to pay any sum due to Holt Commercial within 90 days of the due date or
  - 7.3.2 in the reasonable opinion of Holt Commercial refuses or neglects to provide the co-operation necessary for Holt Commercial to carry out its instructions or the conduct of the Client otherwise renders the performance of Holt Commercial's instructions impracticable.

### 8.0 COMPLAINTS HANDLING PROCEDURE

- 8.1 In accordance with the RICS Rules of Conduct, Holt Commercial operate a complaints handling procedure, a copy of which is available on request.
- 8.2 If a complaint is not resolved between a client and the relevant Director, the complaint will be referred to the RICS Dispute Resolution Service or Ombudsman Services: Property

### 9.0 GENERAL

These conditions are subject to English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts for the resolution of all disputes arising between the parties save as this clause is for the exclusive benefit of Holt Commercial, it shall retain the right to bring proceedings against the Client in any court which has jurisdiction under the 1968 Brussels Convention.

## Holt Commercial Limited

### GENERAL PRINCIPLES ADOPTED IN THE PREPARATION OF VALUATIONS AND REPORTS

We list below the general principles upon which valuations and reports are normally prepared and they shall apply unless specifically mentioned other in the foregoing.

#### 1 RICS Valuation Standards

All Valuations are carried out in accordance with the Valuation Standards published by the Royal Institution of Chartered Surveyors and are undertaken by appropriately qualified registered valuers as defined therein.

#### 2 Valuation Basis

All valuations are made on the appropriate basis as agreed with the client in accordance with the provisions and definitions of the RICS Valuation Standards unless otherwise specifically agreed and stated.

The specific basis of valuation adopted in relation to a particular instruction and the definition thereof is detailed in the body of the report to which this document forms an Appendix.

No allowances are made in our valuations for any expenses of realisation, or to reflect the balance of any outstanding mortgages, either in respect of capital or interest accrued thereon.

It should be noted that our valuations are based upon the facts and evidence available at the date of valuation. It is therefore recommended that valuations be periodically reviewed.

#### 3 Information Supplied

We accept as being complete and correct the information provided to us by the sources detailed in our report, relating to items such as tenure, tenancies, tenants' improvements and other relevant matters.

#### 4 Documentation and Title

We do not normally read documents of title. Where title documentation or leases are provided to us, we recommend that reliance should not be placed on our interpretation thereof without prior verification by your legal advisors.

Unless notified to the contrary, we assume that each property has a good and marketable title and is free from any pending litigation. We further assume that all documentation is satisfactorily drawn and that there are no unusual or onerous restrictions, easements, covenants or other outgoings which would adversely affect the value of the relevant interest(s).

#### 5 Tenancies

It is assumed that, except where otherwise stated, all properties are subject to normal outgoings and that tenants are responsible for all repairs, the cost of insurance and payment of rates and other unusual outgoings, either directly or by means of service charge provisions.

Unless otherwise stated, it is further assumed that rent reviews are on an upward only basis and that neither the landlord nor the tenant may terminate the contract prematurely.

#### 6 Tenants' Covenant Strength

Unless specifically requested, we do not make detailed enquiries into the covenant strength of occupational tenants but rely on our judgement of the market's perception of them. Any comments on covenant strength should therefore be read in this context. Furthermore, we assume, unless otherwise advised, that the tenant is capable of meeting its financial obligations under the lease and that there are no arrears of rent or undisclosed breaches of covenant.

#### 7 Inspections

We undertake such inspections and conduct investigations as are, in our opinion, correct in our professional judgement, appropriate and possible in the particular circumstances.

#### 8 Measurements

All property measurement is carried out in accordance with the Valuation Standards issued by The Royal Institution of Chartered Surveyors, unless we specifically state that we have relied upon another source of information or method.

Unless specifically requested, we do not undertake a measured site survey but calculate site areas by reference to the identified boundaries of the property and the appropriate Ordnance Survey Plan.

#### 9 Town Planning and Other Statutory Regulations

Wherever possible, we undertake direct oral enquiries to obtain town planning and highway information from the relevant Local Authority. If specifically instructed, we will undertake to obtain written verification of the position as stated in our Report.

Our Valuations are prepared on the assumption that the premises comply with all relevant statutory enactments and Building Regulations and that a valid and up-to-date Fire Certificate has been issued. We also assume that all necessary consents and authorisations for the use of the property and the process carried out therein have been obtained and will continue to subsist and are not subject to any onerous conditions.

We further assume that there are no outstanding obligations or liabilities arising out of the provisions of the Defective Premises Act 1972.

#### 10 Structural Surveys

Unless expressly instructed, we do not undertake structural surveys, nor do we inspect those parts that are covered, unexposed or inaccessible, or test any of the electrical, heating, or other services. Any readily apparent defects or items or disrepair noted during our inspection will be reflected in our Valuations, but no assurance is given that any property is free from defect. We assume that those parts which have not been inspected would not reveal material defects which would cause us to alter our Report and Valuations.

#### 11 Deleterious Materials

Unless expressly instructed, we do not carry out investigations to ascertain whether any building has been constructed or altered using deleterious materials or methods.

Unless specifically notified, our valuations assume that no such materials or methods have been used. Common examples include high alumina cement concrete, calcium chloride, asbestos and wood wool as permanent shuttering.

#### 12 Site Conditions

Unless specifically requested, we do not carry out investigations on site in order to determine the suitability of ground conditions and services, nor do we undertake environmental, archaeological, or geotechnical surveys. Unless notified to the contrary, our Valuations are on the basis that these aspects are satisfactory and also that the site is clear of underground mineral or other workings, methane gas, or other noxious substances.

In the case of properties which may have redevelopment potential, we assume that the site has load bearing capacity suitable for the anticipated form of redevelopment without the need for additional and expensive foundations or drainage systems.

Furthermore, we assume in such circumstances that no unusual costs will be incurred in the demolition and removal of any existing structures on the property.

#### 13 Environmental Contamination

In preparing our Valuations we have assumed that no contaminative or potentially contaminative use is, or has ever been, carried out at the property. Unless specifically instructed, we do not undertake any investigation into the past or present uses of either the property or any adjoining or nearby land, to establish whether there is any potential for contamination from these uses and assume that none exists.

Should it, however, be subsequently established that such contamination exists at any of the properties or on any adjoining land or that any premises have been or are being put to contaminative use, this may be found to have a detrimental effect on the value reported.

In preparing our Valuations, we have assumed that all necessary consents and authorisations for the use of the property and the processes carried out at the property are in existence, will continue to subsist and are not subject to any onerous conditions.

#### 14 Plant and Machinery

Our Valuations include items usually regarded as forming part of the building and comprising landlord's fixtures, such as boilers, heating, lighting, sprinklers and ventilation systems but generally exclude operational plant and machinery and those fixtures and fittings normally considered to be the property of the tenant.

#### 15 Taxation

In preparing our Valuations, no allowances are made for any liability which may arise for payment of Corporation Tax or Capital Gains Tax, or any other property related tax, whether existing or which may arise on development or disposal, deemed or otherwise. We also specifically draw your attention to the fact that our Valuations are exclusive of any VAT liability which may be incurred.

#### 16 Government Grants

All Valuations are given without any adjustment for capital based Government grants received or potentially receivable, at the date of the valuation.

#### 17 Special Purchaser Value

Unless otherwise stated our Valuations do not reflect any element of marriage value or special purchaser value which could possibly be realised by a merger of interests or by a sale to an owner or occupier of an adjoining property, other than in so far as this would be reflected in offers made in the open market by prospective purchasers apart from the purchaser with a special interest.

#### 18 Aggregation

In the valuation of portfolios, each property is valued separately and not as part of the portfolio. Accordingly, no allowance, either positive or negative, is made in the aggregate value reported to reflect the possibility of the whole or part of the property being put on the market at any one time.

#### 19 Confidentiality

Our Valuations and Reports are strictly confidential to the party to whom they are addressed, or their other professional advisors, for the specific purpose to which they refer and no responsibility whatsoever is accepted to any third parties for the whole or part of their contents.

#### 20 Publication

Neither the whole nor any part of our Reports, or any reference thereto, may be included in any published document, circular or statement, or published in any way or disclosed orally to a third party, without our written approval of the form and context of such publication or disclosure. Such approval is required whether or not Holt Commercial are referred to by name and whether or not the Reports are combined with others.

**HOLT.**

# Energy performance certificate (EPC)

Unit 4 Brooklands Court Kettering Venture Park KETTERING NN15 6FD	Energy rating <b>D</b>	Valid until:	12 November 2028
		Certificate number:	0695-9595-8330-2790-6803

**Property type**  
B1 Offices and Workshop businesses

**Total floor area**  
175 square metres

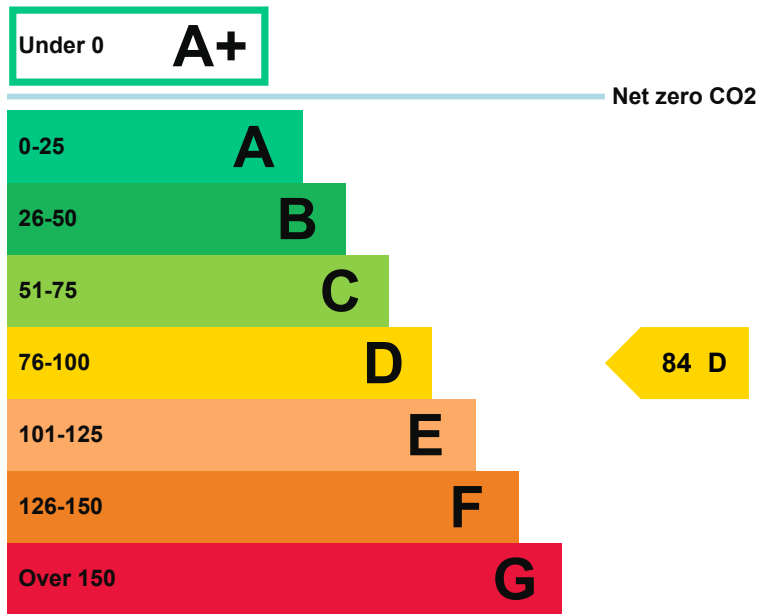
## Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/government/publications/non-domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/government/publications/non-domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

## Energy rating and score

This property's energy rating is D.



Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.

## How this property compares to others

Properties similar to this one could have ratings:

**If newly built**

If typical of the existing stock

## Breakdown of this property's energy performance

### Main heating fuel

Grid Supplied Electricity

### Building environment

Air Conditioning

### Assessment level

3

### Building emission rate (kgCO<sub>2</sub>/m<sup>2</sup> per year)

60.66

### Primary energy use (kWh/m<sup>2</sup> per year)

359

► [About primary energy use](#)

## Recommendation report

Guidance on improving the energy performance of this property can be found in the [recommendation report \(/energy-certificate/9990-6976-0488-5230-5054\)](#).

## Who to contact about this certificate

### Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

#### Assessor's name

Martin Baker

#### Telephone

+447861220851

#### Email

[martin@energyassist.online](mailto:martin@energyassist.online)

### Contacting the accreditation scheme

If you're still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

#### Accreditation scheme

Elmhurst Energy Systems Ltd

#### Assessor's ID



EES/019595

**Telephone**

01455 883 250

**Email**[enquiries@elmhurstenergy.co.uk](mailto:enquiries@elmhurstenergy.co.uk)**About this assessment****Employer**

Energy Assist

**Employer address**

83 Charnwood Road

**Assessor's declaration**

The assessor is not related to the owner of the property.

**Date of assessment**

12 November 2018

**Date of certificate**

13 November 2018

**Other certificates for this property**

If you are aware of previous certificates for this property and they are not listed here, please contact us at [dluhc.digital-services@levellingup.gov.uk](mailto:dluhc.digital-services@levellingup.gov.uk) or call our helpdesk on 020 3829 0748 (Monday to Friday, 9am to 5pm).

There are no related certificates for this property.

[Help \(/help\)](#) [Accessibility \(/accessibility-statement\)](#) [Cookies \(/cookies\)](#)

[Give feedback \(https://forms.office.com/e/hUnC3Xq1T4\)](https://forms.office.com/e/hUnC3Xq1T4) [Service performance \(/service-performance\)](#)

**OGL**

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it (<https://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework>)

**HOLT.**

## **BUSINESS LEASE**

**THIS LEASE (this "Lease") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN:**

**J H& H Pension Trust SSAS of 1A Park Lane Poynton Stockport SK12 1RD**

Telephone: 03303 905959

(the "Landlord")

**OF THE FIRST PART**

**- AND -**

**R Rajani & Co Ltd of 4 Brooklands Court, Kettering Venture Park,**

**Kettering, Northants, England, NN15 6FD**

Telephone: 01933 276327

(the "Tenant")

**OF THE SECOND PART**

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### **Basic Terms**

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
  - a. Landlord: J H& H Pension Trust SSAS
  - b. Address of J H& H Pension Trust SSAS: 1A Park Lane Poynton Stockport SK12 1RD,  
Phone: 03303 905959
  - c. Company Number of J H& H Pension Trust SSAS: \_\_\_\_\_
  - d. Tenant: R Rajani & Co Ltd
  - e. Address of R Rajani & Co Ltd: 4 Brooklands Court, Kettering Venture Park, Kettering,

Northants, England, NN15 6FD, Phone: 01933 276327

- f. Company Number of R Rajani & Co Ltd: 04483491
- g. Commencement Date of Lease: 2 June 2024
- h. Base Rent: £1,700.00, payable per month
- i. Permitted Use of Premises: Office
- j. Security/Damage Deposit: None

## Definitions

- 2. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4 Brooklands Court, NN15 6FD, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Insurance Charge" means the cost to the Landlord of effecting and maintaining the Insurance Policies from, and including, any premiums paid and, where relevant, the cost of assessing any insured amounts;
  - d. "Insurance Policies" means the insurance policy or policies maintained by the Landlord in respect of the Premises covering damage by Insured Risks, loss of Rent, public liability and all other insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
  - e. "Insured Risks" means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and such other risks or insurance as may from time to time be reasonably required by the Landlord;
  - f. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical

- rooms, areas above and below lettable premises and not included within lettable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
  - g. "Lettable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
  - h. "Open Market Rent" means the best rent which might reasonably be expected to be paid by a willing tenant to a willing landlord for a letting of the whole of the Premises in the open market with vacant possession and without a fine or premium for the residue of the Term remaining at the date of review;
  - i. "Premises" means the office space at 4 Brooklands Court, NN15 6FD.
  - j. "Rent" means the total of Base Rent and Additional Rent.

## Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

## Let Premises

- 4. The Landlord agrees to let to the Tenant the office space municipally described as 4 Brooklands Court, NN15 6FD (the "Premises").
- 5.

The Premises will be used for only the following permitted use: Office (the "Permitted Use"). Neither the Premises nor any part of the Premises will be used at any time during the Term by

Tenant for any purpose other than the Permitted Use, or another use within the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, without first obtaining the prior consent of the Landlord.

6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.
7. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.
8. The Landlord reserves the right for itself and for all persons authorised by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

## Term

10. The term of the Lease is a periodic tenancy commencing at 12:00 noon on 2 June 2024 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
11. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
12. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

## Security of Tenure

## Break Clause

13. Either the Landlord or the Tenant may give to the other not less than 2 months written notice to



end the Term on or after 31 May 2027. Ending the Term will not release the Parties to this Lease from their liabilities accumulated up to that date.

## Rent

14. Subject to the provisions of this Lease, the Tenant will pay a base rent of £1,700.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
15. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
16. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a 30 day month to calculate the amount payable for such irregular period.
17. The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or occupier of it, during the Term, including all costs reasonably incurred by the Landlord in connection with appealing against the rating evaluation of the Premises.
18. All amounts payable by the Tenant under this Lease are exclusive of any Value Added Tax that may be payable from time to time, and the Tenant will pay to the Landlord the amount of Value Added Tax charged to the Landlord for a Value Added Tax supply made in respect of the Premises that is not recoverable from HM Revenue and Customs.
19. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## Rent Review

20. If the Term of this Lease is greater than five years, the Landlord and Tenant will review the Base Rent after each five-year period, which Base Rent will become effective at the commencement of the following five-year period.
21. For any rent review, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.
22. The rent review will assume that:
  - a. the Premises are fit for occupation by a willing tenant;
  - b. the Premises may be lawfully let for the Permitted Use;

- c. the Landlord and Tenant have complied with their respective obligations in this Lease;
  - d. the Landlord and Tenant have complied with all statutory obligations, including planning permissions, building regulations, and environmental requirements;
  - e. there has been no material change to the Premises, Building, or the surrounding area that would affect its rental value;
  - f. if the Premises have been damaged or destroyed, they have been fully repaired; and
  - g. normal economic conditions and market trends apply at the time of the review.
23. The rent review will disregard:
- a. the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
  - b. any goodwill attached to the Premises because of the Tenant's occupation;
  - c. any work done to the Premises that was not done pursuant to an obligation in this Lease; and
  - d. any activities on, or work done to, any adjoining premises.
24. If the Landlord and Tenant cannot agree on the Base Rent on the date of review, either the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator to determine the Open Market Rent, in arbitration conducted in accordance with the Arbitration Act 1996, which determination will be binding on the Landlord and Tenant.
25. If the arbitrator is incapable or unwilling to act, the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint a replacement.
26. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

## Use and Occupation

27. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
28. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## Quiet Enjoyment

29. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Default

30. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 60 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 60 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
31. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days' notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
32. If and whenever:
- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seised in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or

- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

- 33. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

## Distress

- 34. If and whenever the Tenant is in default in payment of the Rent owed under this Lease, interest on that Rent and any value added tax in respect to that Rent, the Landlord may use the commercial rent arrears recovery (the "CRAR") procedure set out in Schedule 12 (Taking control of goods) of the Tribunals, Courts and Enforcement Act 2007 to have an enforcement agent use its enforcement power to take control of the Tenant's goods and sell them to recover that outstanding amount.

## Holding Over

- 35. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant subject to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## Inspections and Landlord's Right to Enter

- 36. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24

hours' prior written notice to the Tenant.

37. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the 90 days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.
38. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

## Landlord Chattels

39. The Landlord will not supply any chattels.

## Tenant Improvements

40. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;
  - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
  - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
  - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

## Utilities and Other Costs

41. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: cable.
42. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone and internet.

## Signs

43. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

## Insurance

44. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
45. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
46. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
47. The Tenant is responsible for insuring the Premises for occupiers' liability insurance for the benefit of the Tenant and the Landlord. The Tenant's insurance must be an amount not less than £1,000,000.00.
48. The Tenant will provide proof of such insurance to the Landlord upon request.
49. The Tenant will pay to the Landlord when due the Insurance Charge.
50. In computing Insurance Charge, there will be credited as a deduction the amounts of proceeds of insurance relating to insured damage.
51. The Tenant will pay to the Landlord on demand any normal excess which the Landlord is properly required to bear under any of the Insurance Policies.
52. The Tenant will:
- a. not do or fail to do anything which may cause any of the insurance policies to be void or voidable, wholly or in part, or premium payable in respect of Insurance Policies to be increased;
  - b. pay on demand the whole of any increase in any premium arising from such a breach;
  - c. not insure or maintain insurance of the Building or the Premises against any of the Insured Risks (save to the extent that the Landlord has failed to do so)



- d. notify the Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the insurers;
  - e. comply with all conditions of the Insurance Policies and all requirements of the insurers of which it is notified in writing; and
  - f. notify the Landlord in writing of the value of any alterations, additions or improvements which the Tenant proposes to make before those works are commenced.
53. The Landlord will insure the Building (other than tenant's and trade fixtures and fittings) on usual and reasonable commercial terms unless the insurance is invalidated in whole or in part by any act or default of the Tenant:
- a. with an insurance office or underwriters of repute;
  - b. against any loss or damage by the Insured Risks; and
  - c. in the full cost of reinstatement of the Building (in modern form if appropriate) including site clearance, professional fees, VAT and three years' loss of rent.
54. At the request of the Tenant, the Landlord will produce reasonable evidence of the terms of the Insurance Policies and of payment of the current premium.
55. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

## Abandonment

56. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper in compliance with the Torts (Interference with Goods) Act 1977 and is relieved of all liability for doing so.

## Sale by Landlord

57. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

## Tenant's Indemnity

58. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.
59. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
60. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
61. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

## Governing Law

62. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

## Severability

63. If there is a conflict between any provision of this Lease and the applicable legislation of England (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
64. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

## Amendment of Lease

65. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

## Alienation

66. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
67. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
68. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
69. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.

70. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.
71. The Tenant will not allow another party to share the occupation of the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Any consent granted by the Landlord will be subject to such reasonable conditions as the Landlord may specify.
72. The Tenant will not create any mortgage, charge, or other security interest affecting the Lease or any part thereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Any consent granted by the Landlord will be subject to such reasonable conditions as the Landlord may specify.

## **Bulk Sale**

73. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## **Damage to Premises**

74. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord decides not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

## **Force Majeure**

75. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other

financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. administrative or other delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

## Compulsory Purchase

76. If during the Term, title is taken to the whole or any part of the Building by any competent authority pursuant to a compulsory purchase order, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

## Building Enforcement Action

77. A finding by a competent authority that the Building, or any portion of the Premises, is such that the Tenant must remove from the Building or Premises, will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the finding. All future rent installments to be paid by the Tenant under this Lease will be terminated.

## Tenant's Repairs and Alterations

78. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest,

structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.

79. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obliged to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus 15% of such cost for overhead and supervision.
80. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
81. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
82. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
83. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be



subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.

## Landlord's Repairs

84. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of 15% for the Landlord's overhead and supervision.

## Maintenance

85. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
86. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
87. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
88. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of £100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

## Care and Use of Premises

89. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
90. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
91. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
92. The Tenant will dispose of its rubbish in a timely, tidy, proper and sanitary manner.

93. The Tenant will not engage in any illegal trade or activity on or about the Premises.
94. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
95. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

## Surrender of Premises

96. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

## Hazardous Materials

97. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

98. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car park and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## Address for Notice

99. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 4 Brooklands Court, Kettering Venture Park, Kettering, Northants, England, NN15 6FD after this tenancy is terminated. The phone number of the Tenant is 01933 276327; and
  - b. the address for service of the Landlord is 1A Park Lane Poynton Stockport SK12 1RD, both during this tenancy and after it is terminated. The phone number of the Landlord is 03303 905959.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

## No Waiver

100. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

## Landlord's Performance

101. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of

God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

## Limited Liability Beyond Insurance Coverage

102. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

## Remedies Cumulative

103. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

## Landlord May Perform

104. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

## General Provisions

105. The Tenant authorises the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorisation that the Landlord may reasonably require to facilitate these inquiries.
106. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease.

All covenants are to be construed as conditions of this Lease.

107. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
108. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
109. The provisions of Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Services Act 1962, will apply to the giving and service of all notices and documents under or in connection with this Lease.
110. All schedules to this Lease are incorporated into and form an integral part of this Lease.
111. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
112. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
113. Time is of the essence in this Lease.
114. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
115. The Parties do not intend for any term of this Lease to be enforceable by a person that is not party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.
116. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.
117. The Tenant will pay the stamp duty land tax on this Lease and any amending document.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal executed as a deed, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signed for and on behalf of  
J H& H Pension Trust SSAS (Landlord) by

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

Per: \_\_\_\_\_ (SEAL)  
JH&H Pension Trust SSAS Pension

Signed for and on behalf of  
R Rajani & Co Ltd (Tenant) by

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

Per: \_\_\_\_\_ (SEAL)  
R Rajani & Co