

Date: 18 July 2024

## Lease

relating to

Ground floor, basement and external areas  
364 Barlow Moor Road, Manchester, M21 8AZ]

Parties:

[1] CAN Property Holding Limited

[2] Sixteen Retail SSAS and Calvita Limited

File Ref: 12037.5/RSB

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**LR1. Date of lease**

18 July

2024

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)** MAN429564

**LR2.2 Other title numbers** None

**LR3. Parties to this Lease**

**Landlord**

**CAN Property Holding Limited** (Company Number: 13221627) whose registered office is at 35 Erlington Avenue, Manchester M16 0FN

**Tenant**

**Alexander Henry Haigh** of 89 Egerton Road South, Manchester, M21 0YH and **Nicola Kate Harrington** of 30 Broad Road, Sale, Manchester M33 2BN of as trustees of the Sixteen Retail SSAS and **Calvita Limited** (company registered number: 15722986) whose registered office is at 35 Erlington Avenue, Manchester, England, M16 0FN

None

**LR4. Property**

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this Lease.

The Property is let with the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building [except those set out in paragraph Schedule 3 of Schedule 2].

**LR5. Prescribed statements etc.**

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

None.

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

None.

**LR6. Term for which the Property is leased**

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



**LR7. Premium**

£175,000

**LR8. Prohibitions or restrictions on disposing of this Lease**

This Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this Lease**

None.

**LR9.3 Landlord's contractual rights to acquire this Lease**

None.

**LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this Lease for the benefit of the Property**

The easements set out in paragraph 1 of Schedule 2 to this Lease are granted by this Lease for the benefit of the Property.

**LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property**

The easements set out in paragraph 1 of Schedule 3 to this Lease are granted or reserved over the Property for the benefit of other property.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

The Tenant is more than one person. They are to hold the Property on trust as Tenancy in Common in the following shares:

Sixteen Retail SSAS:  $\frac{2}{3}$  (66.66%)

Calvita Limited:  $\frac{1}{3}$  (33.33%)

**THIS LEASE is dated** 18 July **2024**

**PARTIES**

- (1) **CAN Property Holding Limited** (Company Number: 13221627) whose registered office is at 35 Erlington Avenue, Manchester M16 0FN (the **Landlord**);
- (2) **Alexander Henry Haigh** of 89 Egerton Road South, Manchester, M21 0YH and **Nicola Kate Harrington** of 30 Broad Road, Sale, Manchester M33 2BN of as trustees of the Sixteen Retail SSAS and **Calvita Limited** (company registered number: 15722986) whose registered office is at 35 Erlington Avenue, Manchester, England, M16 0FN (the **Tenant**);

**BACKGROUND**

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

**AGREED TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

**Annual Rent:** rent at the rate of a peppercorn per annum (if demanded)

**Authorised Person:** any:

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

**Building:** is the land and buildings known as 364 Barlow Moor Road, Manchester, M21 8AZ registered under title number MAN429564 and shown edged red on the Building Plan.

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

**Building Plan:** the plan annexed to this Lease at Appendix B.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Contractual Term:** a term of 999 years from and including the date of this Lease.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

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

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Excluded Insurance Items:** any:

- (a) glass in the shopfronts of the Lettable Units; and
- (b) tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any Lettable Unit and that form part of the Building.

**Group Company:** a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.

**Insurance Rent:** the aggregate in each year of:

- (a) a fair proportion of the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord ) and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this Lease;
- (b) a fair proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Building (before any discount or commission is allowed or paid to the Landlord );
- (c) the gross cost of the premium (before any discount or commission) for insurance for loss of Annual Rent from the Property for three years; and
- (d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.

**Insured Risks:** (except to the extent any of the following are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Lloyds Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**Lettable Unit:** any part of the Building forming the basement or ground floor which from time to time is, or is intended to be, let or occupied but specifically excluding the Property .

**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

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

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

**Premium:** £175,000.00

**President:** the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Property:** the property described in Schedule 1.

**Property Plans:** the plan annexed to this Lease at Appendix A.

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

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

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

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

**Rents:** the rents set out in clause 2.2.

**Rent Commencement Date:** the date of this Lease.

**Rent Payment Date:** 1<sup>st</sup> January

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

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

- (a) the structural parts of the Building including the roof and roof structures the foundations the external or the structural load bearing walls and internal load bearing walls the structural timbers the joists and the guttering columns beams and supports; and
- (b) all parts of the Building lying below the floor surfaces or above the ceilings
- (c) the Service Media;

excluding the Lettable Units.

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

**Services:** are:

- (a) cleaning repairing, maintaining in good and substantial repair and condition and decorating the Retained Parts
- (b) complying with any law applicable to the Retained Parts.

but excluding any of the services listed above that are provided by reason of damage to or destruction of the Retained Parts by an Insured Risk.

**Service Charge:** A fair and proper proportion of the reasonable and proper costs incurred from time to time by the Landlord in providing the Services including the total of the reasonable and properly incurred costs, fees and disbursements of any managing agent or person employed by the Landlord, or by the managing agents, or otherwise retained by the Landlord to act on the Landlord's behalf (or, where no such person is employed or retained, the Landlord itself) in relation to the carrying out and provision of the Services, and the administration of the Service Charge.

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

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

**Term:** the Contractual Term and any statutory continuation of this Lease.

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

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

**Transaction:** is:

- (a) any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it;

- (b) the creation of any underlease or other interest out of this Lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

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

**Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

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

- 1.2 A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this Lease and shall have effect as if set out in full in the body of this Lease. Any reference to this Lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Appendices are to the clauses, Schedules and Appendices of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.6 A reference to:
  - (a) the Landlord includes a reference to the person entitled to the immediate reversion to this Lease; and
  - (b) the Tenant includes a reference to its successors in title and assigns.
- 1.7 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.12 References to:

- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 43.1;
  - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 43.3; and
  - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any superior landlord or mortgagee of the Landlord or the superior landlord where such consent or approval is required under the terms of any superior lease or any such mortgage. Except that nothing in this Lease shall be construed as imposing on any superior landlord or any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the Building, a Lettable Unit, the Property and the **Retained Parts** are to the whole and any part of them or it.
- Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A reference to writing or written excludes fax and email.
- 1.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.17 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.18 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.19 If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

## **2. GRANT**

- 2.1 In consideration of the Premium (receipt of which the Landlord acknowledges) and the covenant to pay the items in clause 2.2 as rent the Landlord lets with full title guarantee the Property to the Tenant:
- (a) for the Contractual Term;
  - (b) together with the Rights;
  - (c) excepting and reserving the Reservations; and



(d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

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

**3. TENANT COVENANTS**

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

**4. PAYMENT OF ANNUAL RENT**

If demanded the Tenant must pay the Annual Rent on or before the Rent Payment Date in each year.

**5. PAYMENT OF SERVICE CHARGE**

The Tenant must pay to the Landlord the Service Charge within 21 days of written demand provided that the Tenant shall at all times be responsible for paying any Service Charge in relation to the repair and maintenance of the roof (including all guttering and downpipes) and the roof supports.

**6. PAYMENT METHOD**

6.1 The Tenant must pay the Annual Rent and all other sums payable under this Lease by:

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

**7. NO SET-OFF**

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

**8. INTEREST**

8.1 If any of the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid by its due date, the Tenant must pay to the Landlord interest on that amount at

the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

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

**9. RATES AND TAXES**

- 9.1 The Tenant must pay all Rates and Taxes.
- 9.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.
- 9.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**10. UTILITIES**

- 10.1 The Tenant must pay all Utility Costs in relation to the Property.
- 10.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

**11. COMMON ITEMS**

Except to the extent that such costs are included within the Service Charge, the Tenant must pay to the Landlord within 21 days of demand a fair proportion of all costs properly payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Building but used by the Property in common with the remainder of the Building and other land.

**12. COSTS**

- 12.1 The Tenant must pay within 21 days of demand and on a full indemnity basis the reasonable costs and expenses of the Landlord including any reasonable solicitors' or other professionals' costs and expenses properly incurred in connection with, or in reasonable contemplation of, any of the following:
- (a) the enforcement of the tenant covenants of this Lease;
  - (b) serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
  - (c) serving any notice in connection with this Lease under section 17 of the LTCA 1995;

- (d) the preparation and service of a schedule of dilapidations in connection with this Lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
- (e) any consent or approval applied for under this Lease, whether or not it is granted unless the consent or approval is unlawfully withheld by the Landlord.

**13. PROHIBITION OF DEALINGS**

- 13.1 Except as expressly permitted by this Lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership).
- 13.2 The Tenant may assign the whole of this Lease but must not do so in the last seven years of the term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 13.3 The Tenant may underlet the whole of the Property but must not do so in the last seven years of the term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed].
- 13.4 Subject to there being not more than two units of occupation in the Property at any one time, the Tenant may underlet part of the Property but must not do so in the last seven years of the term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

**14. CHARGING**

The Tenant may charge the whole of this Lease without the consent of the Landlord Notification and registration of dealings

**15. NOTIFICATION AND REGISTRATION OF DEALINGS**

- 15.1 Within one month of any Transaction, the Tenant must:
  - (a) give the Landlord notice of the Transaction; and
  - (b) deliver two certified copies of any document effecting or evidencing the Transaction to the Landlord (including two certified copies) of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction).
- 15.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:
  - (a) promptly following completion of the Transaction apply to register it (or use reasonable endeavours to procure that the relevant person applies to register it); and
  - (b) use reasonable endeavours to procure that any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and

- (c) within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 15.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

**16. REPAIR**

- 16.1 The Tenant must:
  - (a) subject to clause 16.2, keep the Property in good and substantial repair and condition;
  - (b) ensure that any Service Media forming part of and exclusively serving the Property is kept in good working order;
  - (c) keep the Property clean, tidy and clear of rubbish; and
  - (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.
- 16.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by an Insured Risk unless and to the extent that:
  - (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 5); or
  - (b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5.

**17. DECORATION**

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

**18. ALTERATIONS**

- 18.1 Except as permitted by this clause 17, the Tenant must not make any:
  - (a) alteration or addition to the Property; or
  - (b) opening in any boundary of the Property.

- 18.2 The Tenant may make internal non-structural alterations to the Property without the need to obtain the consent of the Landlord.
- 18.3 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 18.4 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.
- 18.5 The Tenant must not make any structural alterations to the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed).

**19. SIGNS**

- 19.1 The Tenant must not:
- (a) display any Signs inside the Property that are visible from outside the Property; or
  - (b) attach any Signs to the exterior of the Property.
- 19.2 The Tenant must allow the Landlord to fix to and keep at the Property:
- (a) during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
  - (b) at any time during the Term, any sale board as the Landlord reasonably requires.

**20. WINDOW DISPLAYS AND WINDOW CLEANING**

- 20.1 The Tenant must:
- (a) as often as reasonably necessary, clean the internal and external surfaces of the glass in the Property and any windows and other glass at the Property

**21. RETURNING THE PROPERTY TO THE LANDLORD**

- 21.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this Lease.
- 21.2 Subject to clause 18.3, the Tenant must by the Termination Date:
- (a) remove:
    - (i) any tenant's fixtures from the Property including any air extraction or cooling equipment installed outside the Property;
    - (ii) any alterations to the Property or the Building undertaken by or for any tenant, undertenant or occupier during or in anticipation of this Lease; and
    - (iii) any Signs erected by the Tenant at the Building; and

- (b) make good any damage caused to the Building by the removal of those items and alterations.

21.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 18.2(a)(i) and clause 18.2(a)(ii) shall not be removed pursuant to clause 18.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

21.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

21.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

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

## **22. USE**

22.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

22.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any property that neighbours the Building;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property other than any properly required for any trade or business carried on at the Property and provided they are stored in sealed and safe containers;
- (g) place or keep any items on any external part of the Property (whether or not such items are for sale);

- (h) (except as permitted by the Rights and clause 17.5) interfere with any Service Media at the Building;

**23. REGULATIONS**

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

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

**24. EXERCISE OF THE RIGHTS**

24.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 20; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

24.2 In exercising any right of entry on to any of the Retained Parts or any Lettable Unit pursuant to paragraph 1.3 of Schedule 2, the Tenant must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord, and any occupiers of the relevant Lettable Unit;
- (b) where reasonably required by the Landlord, or the occupier of the relevant Lettable Unit, exercise that right only if accompanied by a representative of the Landlord, the Superior Landlord, the tenant or the occupier of the relevant Lettable Unit;
- (c) cause as little damage as reasonably practicable to the Retained Parts and any other Lettable Unit and to any property belonging to or used by the Landlord, or the tenants or occupiers of any other Lettable Unit;
- (d) cause as little inconvenience as reasonably practicable to the Landlord, and the tenants and occupiers of the other Lettable Units and the Retained Parts; and
- (e) promptly make good any damage caused by reason of the Tenant exercising that right.

**25. ALLOW ENTRY**

25.1 Subject to clause 22.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice in writing to the Tenant;

- (b) at any reasonable time (whether or not during usual business hours); and
  - (c) with their workers, contractors, agents and professional advisers.
- 25.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.
- 26. COMPLIANCE WITH LAWS**
- 26.1 The Tenant must comply with all laws relating to:
  - (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed of from the Property.
- 26.2 Within five working days of receipt of any notice or other communication affecting the Property or Building (and whether or not served pursuant to any law) the Tenant must:
  - (a) send a copy of the relevant document to the Landlord; and
  - (b) to the extent that it relates to the Property commence to take all steps necessary to comply with the notice or other communication as soon as reasonably practicable and take any other action in connection with it as the Landlord may require.
- 26.3 The Tenant must not:
  - (a) apply for any planning permission for the Property without the Landlord's consent (such consent deemed to be implied where the application relates to works or a change of use permitted under this Lease); or
  - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 26.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 26.5 The Tenant must:
  - (a) comply with its obligations under the CDM Regulations;
  - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
  - (c) give that health and safety file to the Landlord at the Termination Date; and



- (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Building. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
  - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 26.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 26.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 26.8 The Tenant must keep:
  - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
  - (b) that machinery, equipment and alarms properly maintained and available for inspection.
- 27. ENERGY PERFORMANCE CERTIFICATES**
- 27.1 The Tenant must:
  - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
  - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.
- 27.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 27.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
  - (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
  - (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

- 27.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

**28. THIRD PARTY RIGHTS**

28.1 The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

28.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

**29. REGISTRATION OF THIS LEASE**

29.1 The Tenant must:

- (a) apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

29.2 The Tenant must not:

- (a) apply to HM Land Registry to designate this Lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- (b) object to an application by the Landlord to HM Land Registry to designate this Lease as such an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this Lease.

**30. CLOSURE OF REGISTERED TITLE AND REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE**

30.1 The Tenant must make an application to HM Land Registry to close the registered title of this Lease and remove all entries on the Landlord's title relating to this Lease and the easements granted by this Lease] promptly (and in any event within one month) following the Termination Date.

30.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 30.1 are responded to promptly and properly; and

- (b) keep the Landlord informed of the progress and completion of that application.

**31. ENCROACHMENTS AND PRESERVATION OF RIGHTS**

- 31.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 31.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
  - (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
  - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 31.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 31.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 31.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
  - (a) immediately inform the Landlord and give the Landlord notice of that action; and
  - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

**32. INDEMNITY**

- 32.1 The Tenant must keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any reasonable solicitors' or other reasonable professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord to the extent that they arise out of or in connection with:
  - (a) any breach of any tenant covenants in this Lease;
  - (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this Lease; or
  - (c) any act or omission of the Tenant or any Authorised Person.

**33. LANDLORD COVENANTS**

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

**34. QUIET ENJOYMENT**

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

**35. OBLIGATION TO PROVIDE SERVICES**

35.1 Subject to clause 33.2 and subject to the Tenant paying the Service Charge, the Landlord must use reasonable endeavours to provide the Services.

35.2 The Landlord shall not be:

- (a) obliged to replace or renew any part of the Building or any item or system within the Building or procure the same unless it is beyond economic repair; or
- (b) liable for any injury, loss, damage interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord.
- (c) The Landlord shall not be obliged to carry out any works where the need for those works has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.

**36. EXERCISE OF RIGHT OF ENTRY**

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

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

**37. SCAFFOLDING**

37.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- (a) ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- (b) remove the scaffolding as soon as reasonably practicable; and
- (c) allow the Tenant to display on the exterior of the scaffolding one sign of a size and design and in a location approved by the Landlord (such approval not to be unreasonably withheld or delayed).

**38. RE-ENTRY AND FORFEITURE**

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

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this Lease that has not been remedied within a reasonable period of the Tenant receiving written notice of such breach from the Landlord;

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

38.3 Before commencing any proceedings for forfeiture of this Lease, the Landlord shall:

- (a) give notice of the breach complained of to any mortgagee of this Lease of whom the Landlord has received notice pursuant to clause 14.1 of this Lease; and
- (b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.

**39. SECTION 62 OF THE LPA 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS**

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

39.2 The Property is let with the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

**40. COMPENSATION ON VACATING**

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

**41. NO RESTRICTION ON LANDLORD'S USE**

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

**42. LIMITATION OF LIABILITY**

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

**43. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

43.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

43.2 Following the service of a notice pursuant to clause 41.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

43.3 The reasonable costs properly incurred by the Landlord in carrying out any works pursuant to clause 41.2 (and any reasonable professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable within 21 days of demand.

43.4 Any action taken by the Landlord pursuant to this clause 41 shall be without prejudice to the Landlord's other rights (including those under clause 36).

**44. NOTICES**

44.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given:

- (a) by hand:
  - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
  - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
  - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
- (b) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

44.2 If a notice complies with the criteria in clause 42.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received if:

- (a) delivered by hand, at the time the notice is left at the proper address; or
- (b) sent by pre-paid first-class post or other next working day delivery service, on the working day after posting.

44.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **45. CONSENTS AND APPROVALS**

45.1 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

45.2 If a waiver is given pursuant to clause 43.1, it shall not affect the requirement for a deed for any other consent.

45.3 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

- (a) the approval is being given in a case of emergency; or
- (b) this Lease expressly states that the approval need not be in writing.

45.4 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

#### **46. VAT**

46.1 All sums payable by either party under or in connection with this Lease are exclusive of any VAT that may be chargeable.

46.2 A party to this Lease must pay VAT in respect of all taxable supplies made to that party in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

46.3 Every obligation on either party, under or in connection with this Lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

46.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

**47. JOINT AND SEVERAL LIABILITY**

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

**48. ENTIRE AGREEMENT**

48.1 This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

48.2 Each party acknowledges that in entering into this Lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

48.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

48.4 Nothing in this clause shall limit or exclude any liability for fraud.

**49. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

**50. GOVERNING LAW**

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

**51. JURISDICTION**

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



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

## **SCHEDULE 1**

### **Property**

1. The premises known as the ground floor, basement and external areas of the Building and external areas of the Building and shown edged red on the Property Plans:

1.1 Including:

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

1.2 Excluding:

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

- (c) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
- (d) all structural parts of the Building (except any set out in paragraph 1.1 of this Schedule).
- (e) the roof of the Building (including any loft and void areas in the roof) and all roof supports.

## **SCHEDULE 2**

### **Rights**

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
  - 1.1 The right to support and protection for the Property from the other parts of the Building to the extent that those parts of the Building provide support and protection to the Property at the date of this Lease.
  - 1.2 The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Building pursuant to paragraph (c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
  - 1.3 The right to use and to connect into any Service Media at the Building that belong to the Tenant and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the Term with the Landlord's consent granted in accordance with the provisions of this Lease.
  - 1.4 Subject to the Tenant complying with clause 21.2, the right to enter the Retained Parts or the Building or the Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease or permitted with the consent of the Landlord granted pursuant to the terms of this Lease.
  - 1.5 A right (in so far as the same is not included elsewhere in this lease) for the free and uninterrupted passage and use of the waste pipe that services the Property which passes through the Building or the Retained Parts

### **SCHEDULE 3**

#### **Reservations**

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this Lease the following easements for the benefit of the Building (excluding the Property) and the following other rights:
  - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
  - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property:
    - (a) to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
    - (b) to carry out any works to any other part of the Building; and
    - (c) for any other purpose mentioned in or connected with:
      - (i) this Lease;
      - (ii) the Reservations; or
      - (iii) any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
  - 1.3 The right to:
    - (a) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Term;
    - (b) install and construct Service Media at the Property to serve any other part of the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
    - (c) re-route and replace any Service Media referred to in this paragraph.
  - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
  - 1.5 Subject to the Landlord complying with clause 35, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
  - 1.6 A right of way on foot at all times and for all purposes connected with the use and occupation of the Building and the Retained Parts across the external areas of the Property.
  2. The Reservations:
    - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the

Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

- (a) the Landlord;
- (b) anyone else who is or becomes entitled to exercise them; and
- (c) anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property or to the Tenant's or any occupier's fixtures fittings or goods.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

#### **SCHEDULE 4**

##### **Third Party Rights**

1. All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted including those set out or referred to in the register entries of MAN429564 as at the date of this Lease.

## **SCHEDULE 5**

### **Insurance**

#### **1. Landlord's obligation to insure**

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost.

1.2 The Landlord shall not be obliged to insure:

- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this Schedule 5 shall exclude the Excluded Insurance Items;
- (b) any alterations to the Property that form part of the Property unless:
  - (i) those alterations are permitted or required under this Lease;
  - (ii) those alterations have been completed in accordance with this Lease and (where applicable) in accordance with the terms of any consent or approval given under this Lease; and
  - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
- (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

#### **2. Landlord to provide insurance details**

2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:

- (a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
  - (i) full details of the insurance policy;
  - (ii) evidence of payment of the current year's premiums; and
  - (iii) details of any commission paid to the Landlord by the Landlord's insurer; and
- (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

#### **3. Tenant's obligations**

3.1 The Tenant must pay to the Landlord within 21 days of receipt of a written demand:



- (a) the Insurance Rent;
- (b) a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) a fair proportion of the reasonable costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes but not more than once in any period of 3 years.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
  - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
  - (ii) the payment of any policy money may be withheld; or
  - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Building where written details of those requirements or recommendations have first been given to the Tenant or the Tenant's agent or solicitor;
- (d) give the Landlord immediate notice of the occurrence of:
  - (i) any damage or loss relating to the Property; or
  - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items forming part of the Property, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay in relation to the Building by reason of any act or omission of the Tenant or any Authorised Person.

4. **Rent suspension**

- 4.1 Subject to paragraph 4.2 of this Schedule, if any Building Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and
  - (b) the date which is three years from and including the date on which that Building Damage occurred.
- 4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule to the extent that the Building Damage is caused by an Insured Risk and:
  - (a) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
  - (b) the Tenant has not complied with paragraph 3.2(f) of this Schedule.
- 5. **Landlord's obligation to procure reinstatement following damage or destruction by an Insured Risk**
- 5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:
  - (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
  - (b) use reasonable endeavours to reinstates the relevant parts of the Building except that the Landlord shall not be obliged to:
    - (i) reinstate unless all necessary planning and other consents are obtained;
    - (ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
    - (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
    - (iv) reinstate after a notice to terminate has been served pursuant to this Schedule 5.
- 5.2 If the Landlord is obliged to reinstate the relevant parts of the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must use reasonable endeavours to apply and utilise all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement
- 6. **if reinstatement impossible or impractical following Building Damage by an Insured Risk**
- 6.1 Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this Lease by giving notice to the Tenant within 12 months from and including the date on which that Building Damage occurred.
- 7. **Termination if reinstatement not complete by expiry of rent suspension**

7.1 If Building Damage by an Insured Risk occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is three years after the date on which that Building Damage occurred, either party may at any time thereafter terminate this Lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 16 or this Schedule 5.

**8. Consequences of termination**

8.1 If either party gives a notice to terminate this Lease in accordance with this Schedule 5:

- (a) this Lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this Lease except for the rights of any party in respect of any earlier breach of this Lease; and

“(c) the Landlord shall hold all proceeds of insurance it receives under any insurance policy of the Building on trust for the Landlord and the Tenant in proportion to their respective interests in the Building as agreed in writing between the Landlord and Tenant or failing agreement as determined pursuant to clause 8.1(e);

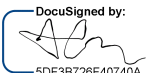
(d) the Landlord shall pay any sums received under clause 8.1 (c) above and which shall be payable to the Tenant within 20 working days of agreement or on determination pursuant to 8.1(e); and

(e) any dispute arising regarding this clause 8.1 shall be finally determined by arbitration in accordance with the provision of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the president for the time being of the Royal Institution of Chartered Surveyors

**9. Landlord not obliged to procure reinstatement of other Lettable Units**

9.1 Nothing in this Schedule 5 shall oblige the Landlord to procure reinstatement of any Lettable Unit (except the Property).

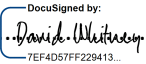
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[ Alex Haig ] a director,

DocuSigned by:  
  
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[SIGNATURE OF DIRECTOR]

**Director**


David Whitney  
in the presence of: 56 Alexandra Road, Sale, M33 3FE  
Chartered Surveyor

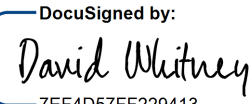
DocuSigned by:  
  
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[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

*Client to confirm SSAS execution clause*  
Executed as deed by **Alexander Henry Haigh**  
as trustee of the Sixteen Retail SSAS in the presence of:

DocuSigned by:  
  
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DocuSigned by:  
  
7EF4D57FF229413...

[SIGNATURE OF WITNESS]

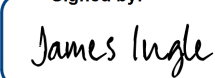
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

David Whitney  
56 Alexandra Road, Sale, M33 3FE  
Chartered Surveyor

Executed as deed by **Nicola Kate Harrington**  
as trustee of the Sixteen Retail SSAS in the presence of:


Signed by:  
  
96FF85D2683E4FA...

James Ingle  
16 Merlyn Avenue, Sale  
M33 2AS

Signed by:  
  
ADD835DA747246F...

[SIGNATURE OF WITNESS]  
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as deed by **CALVITA LIMITED** acting by  
[ Charlie Beck ] a director,

Signed by:  
  
9B2170EC2B01498...

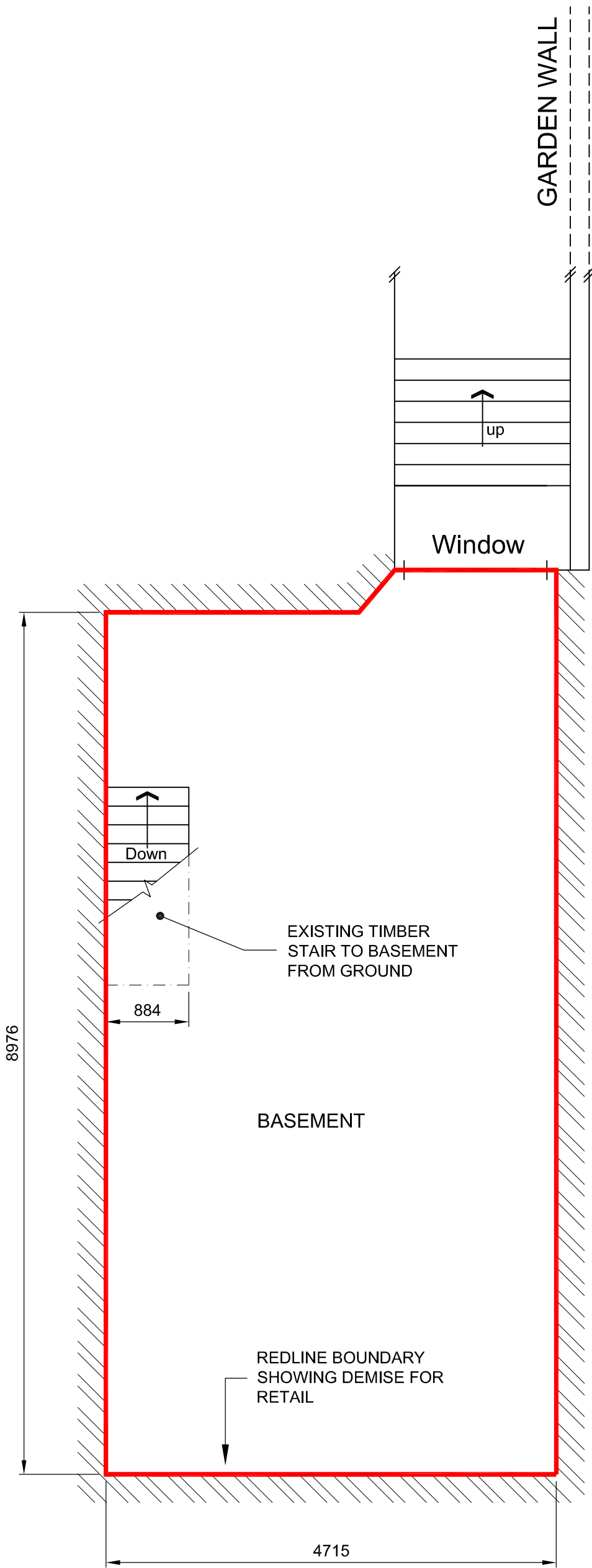
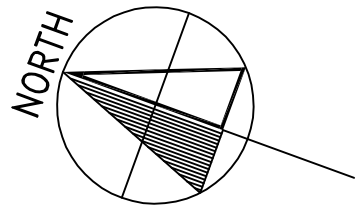
SIGNATURE OF DIRECTOR  
**Director**

Caroline Owen  
1 Park Avenue, M16 9PW  
Company Director - Park Avenue Communications Ltd

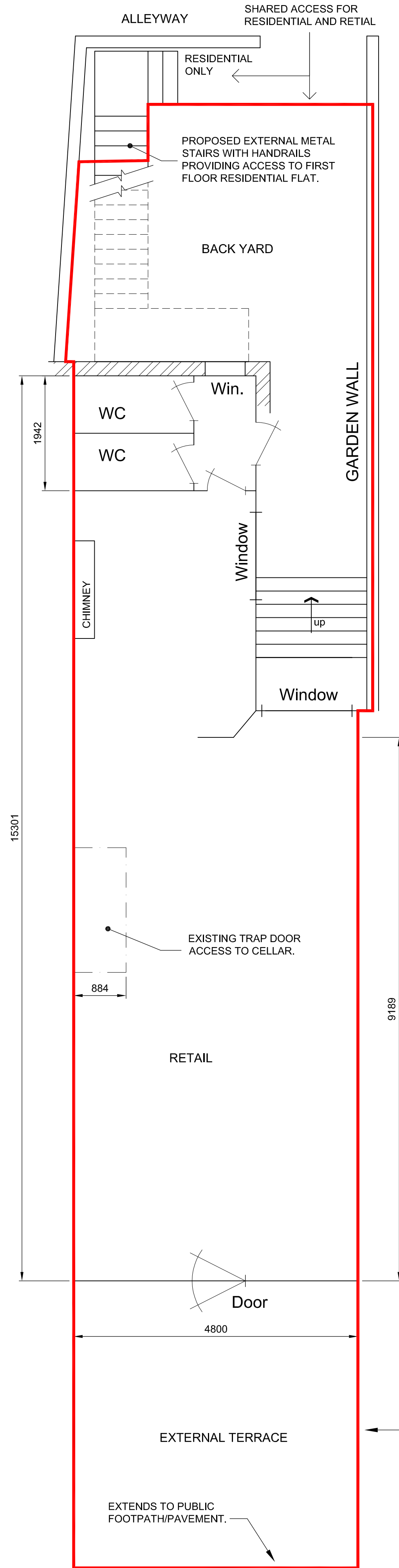
in the presence of:  
DocuSigned by:  
  
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[SIGNATURE OF WITNESS]  
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

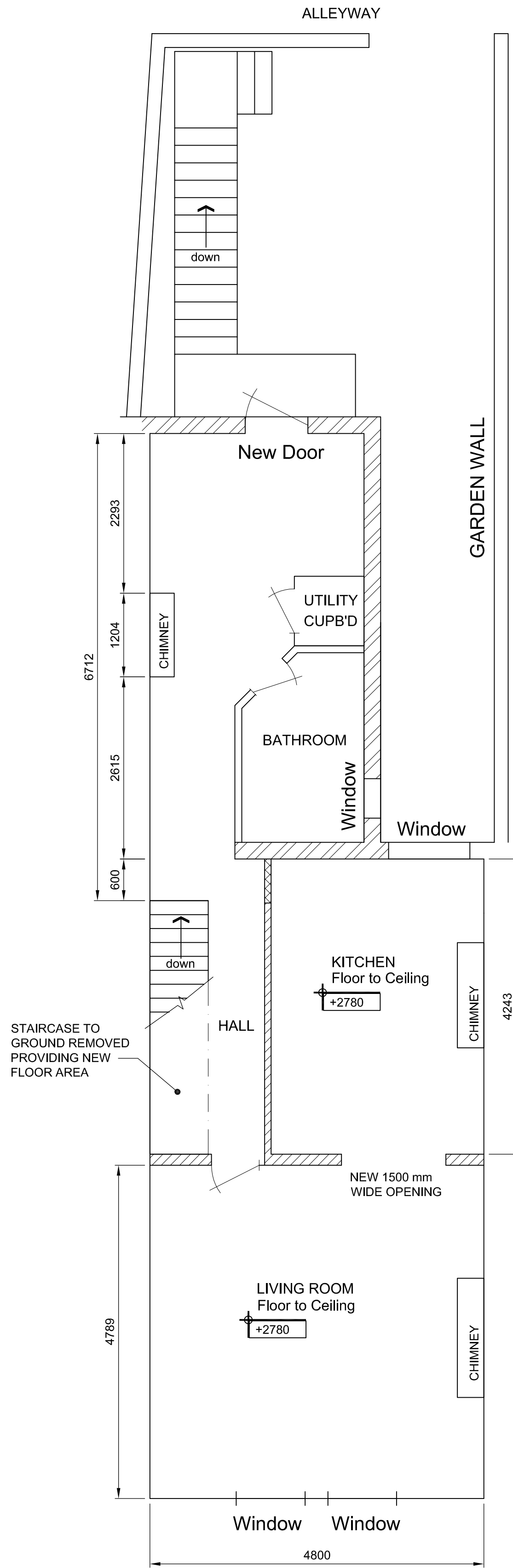
**APPENDIX A**  
**Property Plans**



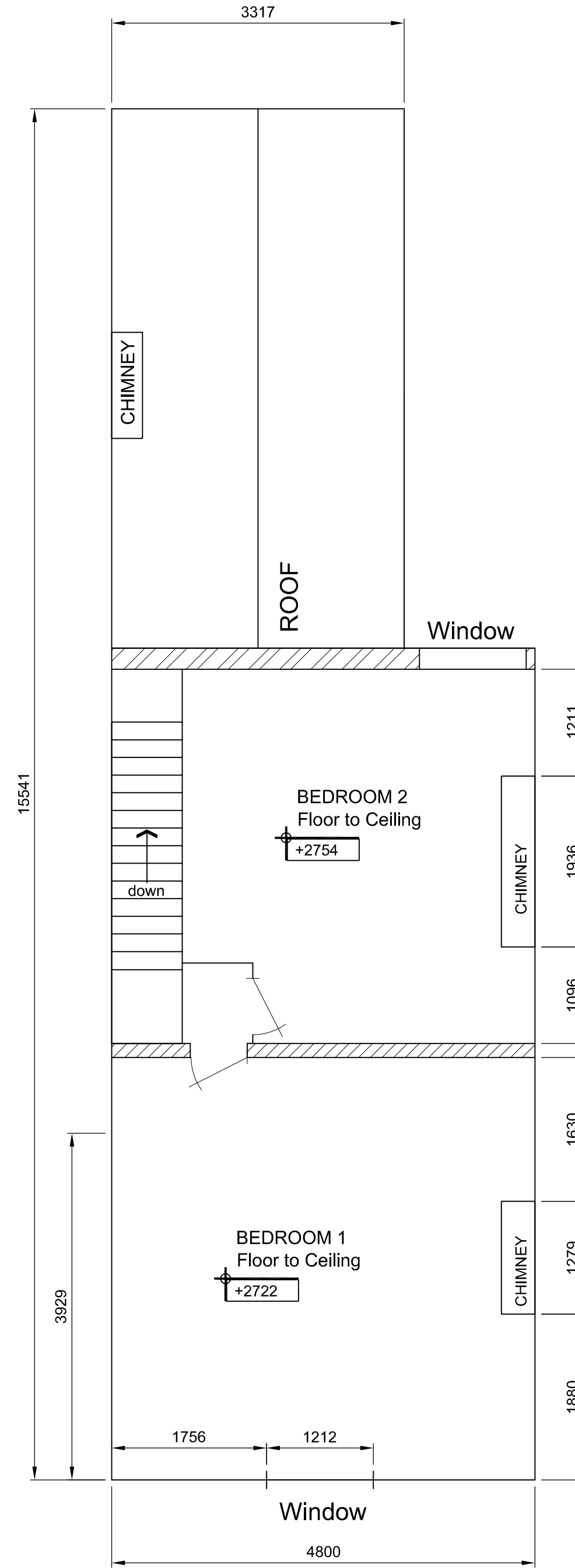
**PROPOSED BASEMENT PLAN.**  
Scale = 1:50



**PROPOSED GROUND FLOOR PLAN.**  
Scale = 1:50

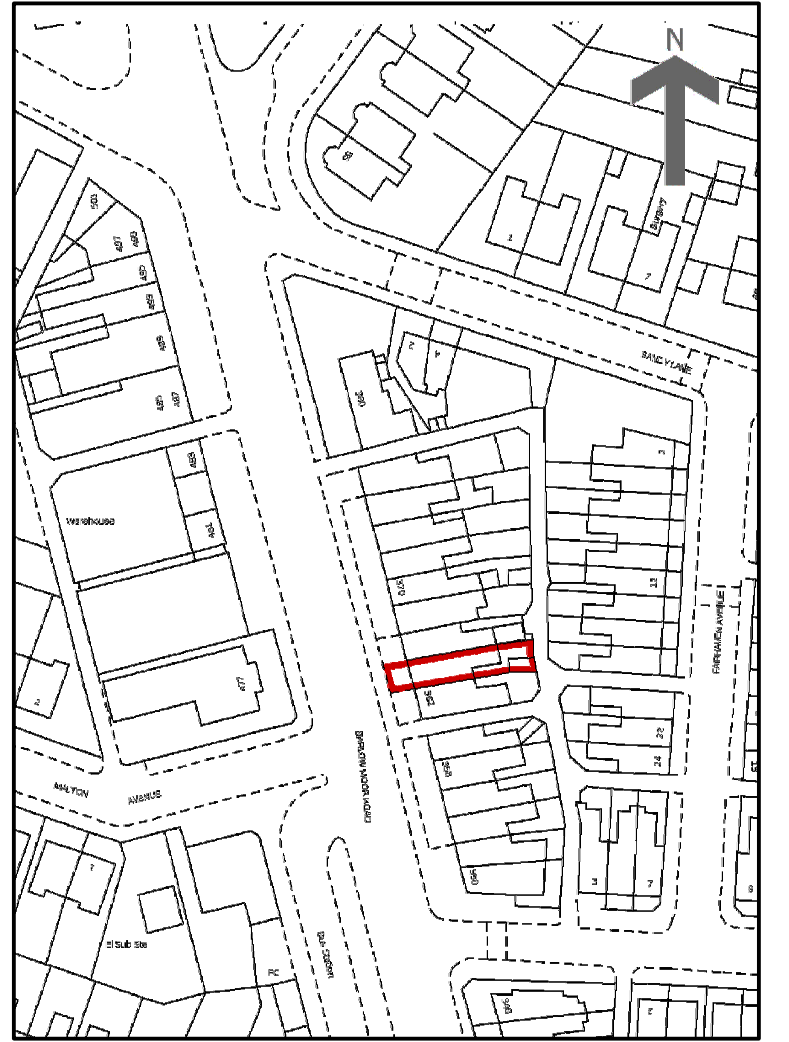


**PROPOSED FIRST FLOOR PLAN.**  
Scale = 1:50



**PROPOSED SECOND FLOOR PLAN.**  
Scale = 1:50

USE FIGURED DIMENSIONS, DO NOT SCALE. CHECK ALL DIMENSIONS ON SITE BEFORE FABRICATION OR SETTING OUT.



**LOCATION PLAN**  
Scale = 1:1250

Initial *AK* Initial *CB* Initial *NH*

Rev	Date	By	Description
REVISIONS			

## CAN PROPERTY

Project Name  
**364 BARLOW MOOR ROAD**

Drawing Title  
**PROPOSED  
BUILDING GENERAL ARRANGEMENT PLANS**

Drawing Status <b>PRELIMINARY</b>		Project No <b>CPD-01</b>	
Drawn CAD	Approved EDP	Scale As Shown	First Issue JAN 2024
JOB No.	COMPANY	ZONE	LEVEL
CP2	CAN	XX	XX
TYPE	ROLE	A	1201
REVISION			P1

**APPENDIX B**  
**Building Plan**

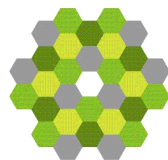


Official copy of  
title plan

Ordnance Survey map reference **SJ8193NE**

Scale **1:1250**

Administrative area **Greater Manchester :  
Manchester**



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Initial  
NH

Initial  
CB

Initial  
AH