

DATED

LEASE

relating to

70 Mardol, Shrewsbury, Shropshire, SY1 1PZ

between

**GILES NICHOLAS MADIN and RC TRUSTEES LIMITED as trustees for the ABBEYCOLOR SELF-
ADMINISTERED PENSION FUND**

and

FLOREAT SHREWSBURY LIMITED



21 St Mary's Street | Shrewsbury | SY1 1ED
01743 280 100
www.wacemorgan.co.uk

CONTENTS

CLAUSE

1. Interpretation.....	5
2. Grant.....	12
3. Tenant covenants	13
4. Payment of Annual Rent.....	13
5. Payment method.....	13
6. No set-off.....	13
7. Interest.....	13
8. Rates and Taxes.....	14
9. Utilities	14
10. Common items	14
11. Costs.....	14
12. Prohibition of dealings.....	15
13. Assignments.....	15
14. Sharing Occupation.....	16
15. Notification and registration of dealings	16
16. Repair	17
17. Decoration.....	18
18. Alterations	18
19. Signs	19
20. Window displays and window cleaning.....	19
21. Returning the Property to the Landlord.....	19
22. Use.....	20
23. Regulations	21
24. Exercise of the Rights.....	21
25. Allow entry.....	22
26. Keyholders and emergency contact details	22
27. Compliance with laws	22
28. Energy Performance Certificates.....	24
29. Third Party Rights.....	24
30. Registration of this lease	25
31. Closure of registered title.....	25
32. Encroachments and preservation of rights.....	25
33. Replacement guarantor	26
34. Procure guarantor consent.....	26
35. Indemnity.....	27
36. Landlord covenants	27

37.	Quiet enjoyment.....	27
38.	Variation in extent of Building	27
39.	Exercise of right of entry	27
40.	Scaffolding	28
41.	Re-entry and forfeiture.....	28
42.	Section 62 of the LPA 1925, implied rights and existing appurtenant rights	28
43.	Exclusion of sections 24 to 28 of the LTA 1954	28
44.	Compensation on vacating	29
45.	No restriction on Landlord's use	29
46.	Limitation of liability	29
47.	Tenant's option to break.....	29
48.	Breach of repair and maintenance obligation.....	30
49.	Notices	31
50.	Consents and approvals.....	32
51.	Expert determination	32
52.	VAT	34
53.	Joint and several liability.....	34
54.	Limitation of Trustees' Liability.....	34
55.	Entire agreement.....	34
56.	Contracts (Rights of Third Parties) Act 1999.....	35
57.	Governing Law	35
58.	Jurisdiction	35

SCHEDULE

Schedule 1	Property	36
Schedule 2	Rights.....	38
Schedule 3	Reservations	39
Schedule 4	Third Party Rights.....	41
Schedule 5	Rent review	42
Schedule 6	Insurance	46
Schedule 7	Guarantee and indemnity	52

ANNEX

ANNEX A	Property Plan.....	58
ANNEX B	Schedule of Condition.....	59

LR1. Date of lease

2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SL253440

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

GILES NICHOLAS MADIN of Mount House, The Bank, Pontesbury Hill, Pontesbury, Shropshire SY5 0XX and RC TRUSTEES LIMITED incorporated and registered in England and Wales with company number 13042237 whose registered office is at 1a Park Lane, Poynton, Stockport, Cheshire SK12 1RD as trustees of the ABBEYCOLOR SELF-ADMINISTERED PENSION SCHEME

Tenant

FLOREAT SHREWSBURY LIMITED incorporated and registered in England and Wales with company number 15840040 whose registered office is at 19 Larkhill Road, Shrewsbury, Shropshire, United Kingdom SY3 8XS

Other parties

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 without the benefit of any existing easements or other rights which are appurtenant to SL253440.

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

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

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

Not applicable.

This lease is dated

2024

PARTIES

- (1) **GILES NICHOLAS MADIN** of Mount House, The Bank, Pontesbury Hill, Pontesbury, Shropshire SY5 0XX and **RC TRUSTEES LIMITED** incorporated and registered in England and Wales with company number 13042237 whose registered office is at 1a Park Lane, Poynton, Stockport, Cheshire SK12 1RD as trustees of the **ABBEYCOLOR SELF-ADMINISTERED PENSION SCHEME (Landlord)**
- (2) **FLOREAT SHREWSBURY LIMITED** incorporated and registered in England and Wales with company number 15840040 whose registered office is at 19 Larkhill Road, Shrewsbury, Shropshire, United Kingdom SY3 8XS (**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 an initial rate of £17,000.00 per annum and then as revised under Schedule 5.

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.

Break Date: 2029.

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 47.

Building: shall:

- a) be the land and buildings known as 70 and 70a Mardol, Shrewsbury, Shropshire, SY1 1PZ registered under title number SL253440;
- b) include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Building and any alteration, addition or improvement made from time to time to any land or building forming part of the Building at any time; and
- c) exclude any land and buildings that the Landlord from time to time designates as not being part of the Building.

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

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

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

Contractual Term: a term of years from and including the date of this lease to and including 2034.

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.

Expert: an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- b) with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- c) appointed in accordance with clause 51.

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

Insolvency Event: subject to clause 1.16, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;
- j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or
- k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

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 Common Parts in accordance with this lease (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) to (c) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, 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 Barclays 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 which from time to time is, or is intended to be, let or occupied.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

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

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

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

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;
- 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 Dates: 25 March, 24 June, 29 September and 25 December.

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

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

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

but excluding the Lettable Units.

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

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

Schedule of Condition: the photographic schedule of condition annexed to this lease at ANNEX B and marked "Schedule of Condition".

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

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

Term: the Contractual Term.

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

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

Trading Hours: the hours of 09:00AM to 05:00PM on Mondays to Saturdays (inclusive) and the hours of 10:00AM to 04:00PM on Sundays (except bank and public holidays) or such alternative hours as the Landlord (acting reasonably) may stipulate from time to time as being the usual trading hours for the Building.

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 Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the Landlord includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the Tenant includes a reference to its successors in title and assigns; and
 - (c) a guarantor is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions authorised guarantee agreement, landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 50.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 50.3; 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 mortgagee of the Landlord; where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the Building, the Common Parts, a Lettable Unit, the Property and the Retained Parts are to the whole and any part of them or it.
- 1.14 For the purposes of each of the following:
- (a) the easements set out in paragraph 1 of Schedule 2 that burden the Building (excluding the Property);
 - (b) the easements set out in paragraph 1 of Schedule 3 that benefit the Building (excluding the Property);
 - (c) the registration of the easements referred to in clause 1.14(a) and clause 1.14(b) at HM Land Registry;
 - (d) LR4; and
 - (e) clause 42.2;

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

- 1.15 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as

illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.16 For the purposes of the definition of Insolvency Event:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) Insolvency Event includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.17 A reference to writing or written excludes fax and email.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 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.
- 1.21 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.
- 1.22 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and

- (e) subject to the Third Party Rights.

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

- (a) the Annual Rent;
- (b) the Insurance Rent;
- (c) all interest payable under this lease;
- (d) all other sums payable under this lease; and
- (e) 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

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

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

5. Payment method

The Tenant must pay the 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.

6. 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).

7. Interest

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally

demanded or not), the Tenant must pay to the Landlord interest on that amount at the 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.

- 7.2 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.

8. Rates and Taxes

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

9. Utilities

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

10. Common items

- 10.1 The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Building but used or capable of being used by the Building in common with other land.
- 10.2 The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of the Building.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses

(whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

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

12. Prohibition of dealings

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

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

13. Assignments

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

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

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

- (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;
 - (c) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 7 (but with such amendments and additions as the Landlord may reasonably require); or
 - (d) a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.
- 13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
- (a) the Annual Rent or any other sum due under this lease is outstanding;
 - (b) there is a material breach of covenant by the Tenant that has not been remedied; or
 - (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
- 13.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. Sharing Occupation

The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

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;

- (b) deliver two certified copies of any document effecting or evidencing the Transaction to the Landlord (including a 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); and
 - (c) pay the Landlord a registration fee of £50.00 (plus VAT).
- 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 procure that the relevant person applies to register it);
 - (b) (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
 - (c) within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 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 repair and condition but in any event the Tenant is not obliged to keep the Property in any better condition than as evidenced in the Schedule of Condition annexed to this lease
 - (b) ensure that any Service Media forming part of 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:
 - (a) an Insured Risk unless and to the extent that:
 - (i) 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 6); or

- (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6; or
- (b) Building Damage by an Uninsured Risk unless that damage is Tenant Damage.

17. Decoration

The Tenant must:

- (a) decorate the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the 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 18, the Tenant must not make any:

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

18.2 Any alterations permitted by this clause are subject to clause 18.6.

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

18.4 The Tenant may:

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

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

18.5 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).

18.6 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.

19. Signs

19.1 The Tenant must not:

- (a) except as permitted by clause 19.2, display any Signs inside the Property that are visible from outside the Property; or
- (b) except as permitted by clause 18.4(b), attach any Signs to the exterior of the Property.

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

19.3 The Tenant must allow the Landlord to fix to and keep at the Property:

- (a) during the three month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and
- (b) at any time during the Term, any sale board as the Landlord reasonably requires.

20. Window displays and window cleaning

The Tenant must:

- (a) keep the shopfront of the Property and any windows at the Property (whether or not those windows form part of the Property) appropriately lit and dressed during the hours that the Property is open for trade; and
- (b) as often as reasonably necessary, clean:
 - (i) the internal and external surfaces of the glass in the shopfront of the Property; and
 - (ii) the internal surfaces of any windows and other glass at the Property (whether or not such windows and other glass form part of 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 21.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;

- (ii) any alterations to the Property 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 21.2(a)(i) and clause 21.2(a)(ii) shall not be removed pursuant to clause 21.2, 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 keep the Property open for trading during the Trading Hours. Except that the Tenant shall not be required to be open for trading in any period during which:
- (a) the Tenant (or any authorised undertenant or occupier) is carrying out any alterations to the Property that are permitted or required by this lease;
 - (b) the Tenant has vacated the Property in anticipation of an authorised assignment of this lease or underletting;
 - (c) it is not possible to occupy or access the Property following damage to or destruction of the Building by an Insured Risk or an Uninsured Risk; or
 - (d) occupation or trading would result in a breach of any other provision of this lease.
- 22.3 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;
- (g) (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Common Parts (whether or not such items are for sale);
- (h) (except as permitted by the Rights and clause 18.5) interfere with any Service Media at the Building;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

23. Regulations

The Tenant must observe all reasonable regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant in writing 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 23; 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 Common 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 tenant or the occupier of the relevant Lettable Unit;
- (c) cause as little damage as possible to the Common Parts and any other Lettable Unit and to any property belonging to or used by the Landlord or the tenants or occupiers of any other Lettable Unit;
- (d) cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units; and
- (e) promptly make good any damage caused by reason of the Tenant exercising that right.

25. Allow entry

25.1 Subject to clause 25.2, 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 (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

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. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

27. Compliance with laws

27.1 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.
- 27.2 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 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 27.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 27.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the 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.
- 27.5 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;
 - (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.
- 27.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

27.7 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.

27.8 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.

28. Energy Performance Certificates

28.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the 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.

28.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

28.3 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.

28.4 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.

29. Third Party Rights

29.1 The Tenant must:

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

30. Registration of this lease

- 30.1 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.
- 30.2 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 an exempt information document; or
 - (c) apply for an official copy of any exempt information document version of this lease.

31. Closure of registered title

- 31.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease promptly (and in any event within one month) following the Termination Date.
- 31.2 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 31.1 are responded to promptly and properly; and
 - (b) keep the Landlord informed of the progress (if requested by the Landlord) and completion of that application.

32. Encroachments and preservation of rights

- 32.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

- 32.2 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 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.
- 32.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 32.4 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.
- 32.5 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 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.

33. Replacement guarantor

- 33.1 Subject to clause 33.2, if:
- (a) an Insolvency Event occurs in relation to a guarantor; or
 - (b) any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within fifteen working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

- 33.2 clause 33.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

34. Procure guarantor consent

For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:

- (a) joins in any consent or approval required under this lease; and
- (b) consents to any variation of the tenant covenants of this lease.

35. Indemnity

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

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the 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.

36. Landlord covenants

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

37. 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.

38. Variation in extent of Building

If the Landlord varies the extent of the Building, that variation must not:

- (a) materially adversely impact on:
 - (i) the Tenant's use and occupation of the Property; or
 - (ii) the rights and facilities granted to the Tenant under this lease; or

39. Exercise of right of entry

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 of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

40. Scaffolding

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;
- (c) following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
- (d) 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).

41. Re-entry and forfeiture

41.1 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 material breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

41.2 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 or any guarantor.

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

42.1 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.

42.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

43. Exclusion of sections 24 to 28 of the LTA 1954

43.1 The parties:

- (a) confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
 - (ii) Mark Gill, who was duly authorised by the Tenant to so, made a statutory declaration dated 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

44. 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).

45. 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.

46. 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.

47. Tenant's option to break

47.1 In the clause, **Original Tenant** shall mean Floreat Shrewsbury Limited incorporated and registered in England and Wales with company number 15840040 whose registered office is at 19 Larkhill Road, Shrewsbury, Shropshire SY3 8XS.

47.2 Subject to clause 47.4, the Original Tenant may terminate this lease by serving the Break Notice on the Landlord at least six months before the Break Date.

47.3 The right to serve a Break Notice is personal to the Original Tenant.

47.4 The Break Notice shall have no effect if:

- (a) the Original Tenant has assigned this lease before it served the Break Notice (whether or not it has made an application to HM Land Registry to register the assignment);

- (b) at the Break Date:
 - (i) the Original Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;
 - (ii) the Original Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession;
 - (iii) there is a subsisting breach of any of the tenant covenants of this lease relating to the state or repair and condition of the Property,
 - (c) the Break Notice does not comply with the requirements of this clause; or
 - (d) the Break Notice is served otherwise than in accordance with this clause.
- 47.5 The Break Notice shall be in writing and for the avoidance of doubt, writing does not include fax or email.
- 47.6 The Break notice shall state the Break Date.
- 47.7 The Break Notice shall not purport to terminate this lease in relation to any part as opposed to the whole of the Property.
- 47.8 The Break Notice shall be served in accordance with clause 48 of this lease.
- 47.9 Time shall be of the essence in respect of all time periods and limits in this clause.
- 47.10 Subject to clause 47.2, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
- 47.11 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants in this lease, including any covenants expressed to be complied with before the end of the term.
- 47.12 If this lease terminates in accordance with clause 48.8, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

48. Breach of repair and maintenance obligation

- 48.1 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.
- 48.2 Following the service of a notice pursuant to clause 48.1, 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.
- 48.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 48.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 48.4 Any action taken by the Landlord pursuant to this clause 48 shall be without prejudice to the Landlord's other rights (including those under clause 41).

49. Notices

- 49.1 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.
- 49.2 If a notice complies with the criteria in clause 49.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
 - (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 49.3 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.

50. Consents and approvals

- 50.1 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.
- 50.2 If a waiver is given pursuant to clause 50.1, it shall not affect the requirement for a deed for any other consent.
- 50.3 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.
- 50.4 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.
- 50.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.
- 50.6 Where:
- (a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
 - (b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

51. Expert determination

- 51.1 This clause 51 applies in relation to any matter referred to an Expert for determination pursuant to paragraph 2.1 of Part 5 of Schedule 5.
- 51.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

- 51.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within ten working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 51.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of twenty working days of the matter being referred to the Expert.
- 51.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause 51 shall apply to the new Expert as if they were the first Expert appointed.
- 51.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 51.7 To the extent not provided for by this clause 51, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 51.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 51.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 51.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 51.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 51.11(a).

- 51.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

52. VAT

- 52.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 52.2 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.
- 52.3 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).
- 52.4 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.

53. 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.

54. Limitation of Trustees' Liability

- 54.1 In this clause, **Trustees** shall mean the persons named as Landlord in this lease and any person appointed as trustee of Abbeycolor Self-Administered Pension Fund from time to time.
- 54.2 Any liability of the Trustees arising out of this lease or matters connected with it shall be limited to the value of the assets of Abbeycolor Self-Administered Pension Fund in their possession from time to time.

55. Entire agreement

- 55.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations,

arrangements, understandings and agreements between them relating to their subject matter.

- 55.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 55.3 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.
- 55.4 Nothing in this clause shall limit or exclude any liability for fraud.

56. 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.

57. 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.

58. Jurisdiction

Subject to clause 51, 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 70 Mardol, Shrewsbury, Shropshire SY1 1PZ situated in the Building and shown edged red on the Property Plan:

1.1 Including:

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

1.2 Excluding:

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

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

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the 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 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
 - 1.3 Subject to the Tenant complying with clause 24.2, the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Building (excluding the 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 39, 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) the Landlord's interest in the Building or 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 40, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
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 the Common Parts or loss of amenity for the Property or the Common Parts 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.
- 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

All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted including those set out or referred to in the register entries of title number SL253440 as at the date of this lease.

Schedule 5 Rent review

Part 1 Definitions

1. Definitions

The following definitions apply in this Schedule 5.

Assumptions: the assumptions set out in Part 2 of this Schedule 5.

Disregards: the disregards set out in Part 3 of this Schedule 5.

Hypothetical Lease: the lease described in Part 4 of this Schedule 5.

Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

- a) in the open market;
- b) at the Review Date; and
- c) applying the Assumptions and Disregards.

Review Date: 2029.

Shortfall Payment Date: the date that the revised Annual Rent is agreed or determined.

Part 2 Assumptions

1. The matters to be assumed are:

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

- (a) on the terms of the Hypothetical Lease;
- (b) by a willing landlord to a willing tenant;
- (c) with vacant possession; and
- (d) without a fine or a premium.

1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the Review Date in relation to fitting-out works at the Property.

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

1.4 The Tenant and the Landlord (except where the Landlord is in material and persistent breach) have fully complied with their obligations in this lease.

1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

- 1.6 No work has been carried out on the Property that has diminished its rental value.
- 1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.
- 1.8 The willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

Part 3 Disregards

- 1. The matters to be disregarded are:
 - 1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.
 - 1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
 - 1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
 - 1.4 Any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.
 - 1.5 Any statutory restriction on rents or the right to recover them.

Part 4 Hypothetical Lease

- 1. A lease:
 - 1.1 Of the whole of the Property.
 - 1.2 For a term of five years commencing on the Review Date.
 - 1.3 Otherwise on the terms of this lease (other than the amount of the Annual Rent, the Break Date and the Review Date).

Part 5 Review of the Annual Rent

1. Review

- 1.1 The Annual Rent shall be reviewed on the Review Date to equal:
- (a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
 - (b) in the absence of such agreement, the greater of:
 - (i) the Annual Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
 - (ii) the Open Market Rent agreed or determined pursuant to this Schedule 5.
- 1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.
- 1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2. Determination by the Expert

- 2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with clause 51. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

3. Late review of Annual Rent

- 3.1 If the revised Annual Rent has not been agreed or determined on or before the Review Date, the Tenant must:
- (a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
 - (b) on the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates

on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date.

4. Time not of the essence

- 4.1 Time is not of the essence for the purposes of this Schedule 5.

5. Guarantor

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

Schedule 6 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured on normal market terms 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 6 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 6, the Landlord must:
- (a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of 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 on 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 any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes PROVIDED THAT the Tenant shall not be obliged to contribute towards the cost of any such valuation of the Building for insurance purposes more than once in any 2 year period.

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;
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; 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, 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 if the Building Damage is caused by:
- (a) an Insured Risk and:
 - (i) 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
 - (ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule; or
 - (iii) an Uninsured Risk and the Building Damage was Tenant Damage.

5. Landlord's obligation to reinstate 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) reinstate 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 6.

- 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:
- (a) use 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; and
 - (b) make up any shortfall out of its own funds.
- 6. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk or an Uninsured 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 six months from and including the date on which that Building Damage occurred.
- 6.2 Following Building Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Property Damage occurred, the Landlord must either:
- (a) terminate this lease by giving notice to the Tenant; or
 - (b) notify the Tenant that it intends to reinstate the Property at its own cost.
- 6.3 If the Landlord notifies the Tenant under paragraph 6.2(b) that it intends to the reinstate the Property, then the Landlord must use:
- (a) reasonable endeavours to obtain all necessary planning permission and other consents to enable the Landlord to reinstate the Property; and
 - (b) use its own monies to reinstate the Property but the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) provide accommodation or facilities in identical layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 6.
- 6.4 If paragraph 6.2, applies but the Landlord has not served a notice under paragraph 6.2(a) or paragraph 6.2(b) by the date which is 12 months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.

7. Termination if reinstatement not complete by expiry of rent suspension

7.1 If Building Damage by an Insured Risk or an Uninsured Risk (where the Landlord has elected to reinstate under paragraph 6.2(b) of this Schedule) 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 6.

8. Consequences of termination

8.1 If either party gives a notice to terminate this lease in accordance with this Schedule 6:

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

9. Landlord not obliged to reinstate other Lettable Units

9.1 Nothing in this Schedule 6 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

10. Tenant Damage

10.1 In this paragraph, the term **Uninsured Tenant Damage** shall mean any damage or destruction of the Building by an Uninsured Risk that is caused by Tenant Damage provided that the damage or destruction does not solely affect the Property.

10.2 If any Uninsured Tenant Damage occurs, the Landlord shall not be obliged to reinstate the Building, but notwithstanding clauses 16 and clause 48 (in its absolute discretion) the Landlord may give the Tenant a notice to reinstate the Building.

10.3 If the Landlord serves a notice pursuant to paragraph 10.2 of this Schedule, the Landlord shall not be obliged to:

- a) reinstate unless all necessary planning and other consents are obtained; or

- b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Building is provided.
- 10.4 Following the service of a notice pursuant to paragraph 10.2 of this Schedule, the Landlord may enter the Property and carry out the works required to reinstate the Property.
- 10.5 The Tenant must pay on demand all costs incurred by the Landlord in reinstating any Uninsured Tenant Damage pursuant to this paragraph 11 of Schedule (including, but not limited to, any professional fees and any VAT in respect of those costs) and any such payment shall be a debt due from the Tenant to the Landlord.
- 10.6 Any action taken by the Landlord pursuant to this paragraph 10 of this Schedule shall be without prejudice to the Landlord's other rights (including those under clause 41).

Schedule 7 Guarantee and indemnity

1. Guarantee and indemnity

- 1.1 The Guarantor guarantees to the Landlord that the Tenant shall:
- (a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
 - (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.
- 1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:
- (a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
 - (b) to observe or perform any of the obligations the Tenant enters into in the AGA.

2. Guarantor's liability

- 2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.
- 2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- (a) any time or indulgence granted by the Landlord to the Tenant;
 - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
 - (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
 - (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);
 - (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the

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

- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
- (i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
- (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- (k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

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

3. Variations and supplemental documents

- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:
- (a) the variation is material or prejudicial to the Guarantor;
 - (b) the variation is made in any document; or
 - (c) the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4. Guarantor to take a new lease or make payment

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - (b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease;
 - (d) be excluded from sections 24 to 28 of the LTA 1954; and
 - (e) otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months' Annual Rent and the Guarantor must pay that amount on demand.

5. Rent at the date of forfeiture or disclaimer

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

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

6. Payments in gross and restrictions on the Guarantor

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

7. Other securities

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

Signed as deed by **GILES NICHOLAS
MADIN**, in the presence of:

.....

.....

Witness Signature

.....

Witness Name

.....

.....

.....

.....

Witness Address

.....

Witness Occupation

Executed as deed by **RC TRUSTEES
LIMITED** acting by a director, in the
presence of:

.....

Director

.....

Witness Signature

.....

Witness Name

.....

.....

.....

.....

Witness Address

.....

Witness Occupation

Executed as a deed by **FLOREAT
SHREWSBURY LIMITED**, acting by
MARK GILL a director, in the presence
of:

.....

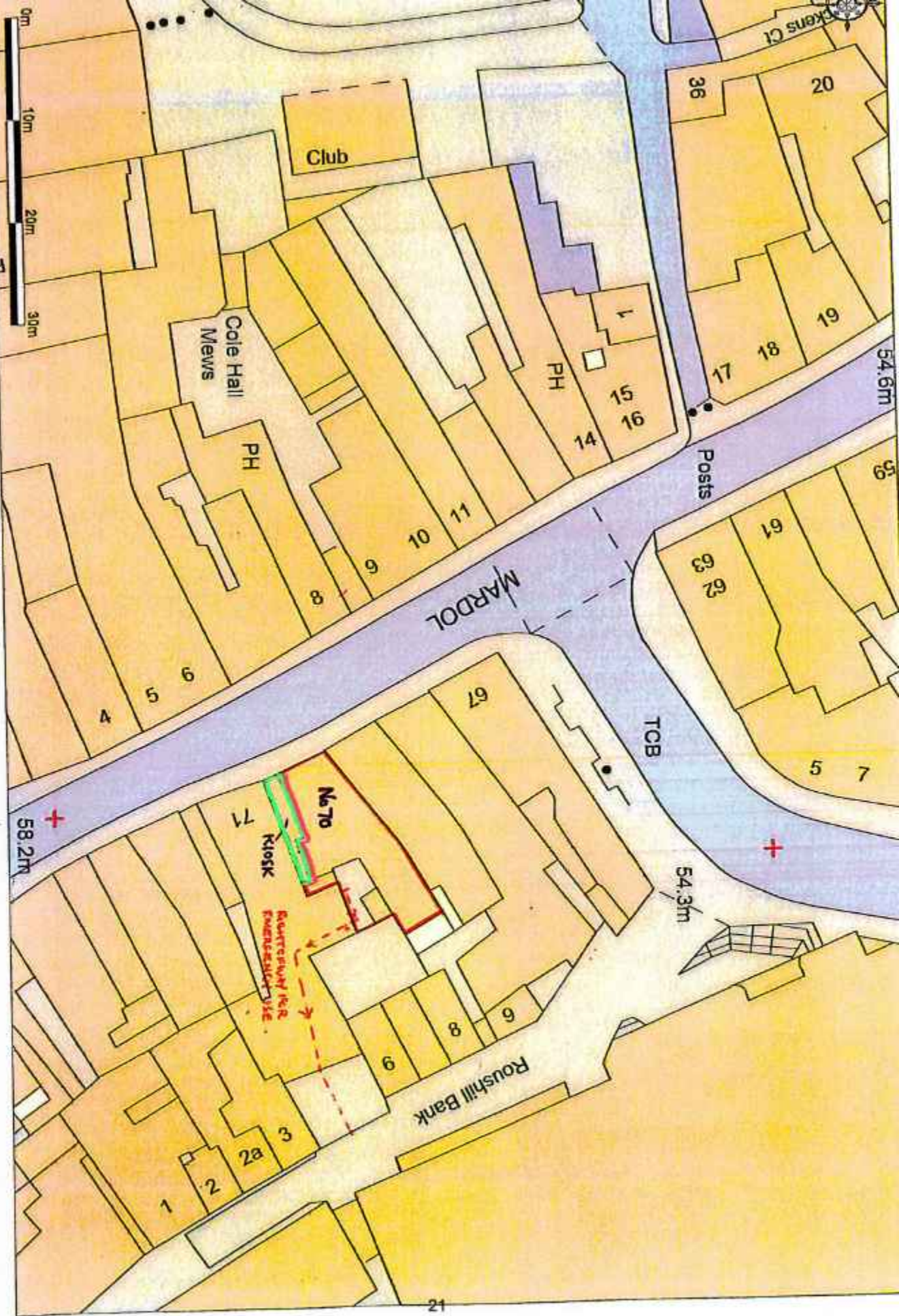
.....
Witness Signature

.....
Witness Name

.....
.....
.....
.....
Witness Address

.....
Witness Occupation

ANNEX A Property Plan



ANNEX B Schedule of Condition



PROFESSIONAL BUILDING SURVEYING
& CONSULTANCY PRACTICE



Schedule of Condition

Floreat Shrewsbury Limited

70 Mardol
Shrewsbury
SY1 1PZ

13th August 2024

Prepared By:

Moorhouse Building Consultancy Limited
Wappy Spring Farm
Lindley
Huddersfield
HD3 3SZ

www.mbc-limited.com

Quality Standards

The signatory below verifies that this document has been prepared in accordance with our quality control requirements. These procedures do not affect the content and views expressed by the originator.

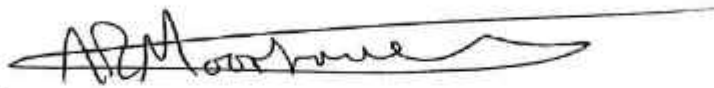
This document must only be treated as a draft unless it has been signed by a Director.

AUTHOR

Name – Adam Moorhouse HND, BSc (Hons), P402, P405

Position – Director

Signed -

A handwritten signature in black ink, appearing to read 'Adam Moorhouse', written over a horizontal line.

Date – 13th August 2024

Limitations:

This document has been prepared for the stated objective and should not be used for any other purpose without the prior written authority of Moorhouse Building Consultancy Limited. We accept no responsibility or liability for the consequences of this document being used for a purpose other than for which it was commissioned.

1.0 Dates of inspections/weather

- 1.1 The site and premises were inspected By Adam Moorhouse on Monday 12th August 2024.
- 1.2 The weather at the time of the inspection was warm and sunny with external air temperatures been around 20 degrees Celsius.

2.0 Limitations

- 2.1 The schedule has been prepared in accordance with instructions received from Mark Gill on behalf of Floreat Shrewsbury Limited and it is understood that the schedule is to be attached to a new Lease been undertaken at the property.
- 2.2 The site and premises are currently fully occupied and fully furnished trading as a café/delicatessen.
- 2.3 No investigations or enquiries have been made regarding the presence or trace of any potentially environmental damaging materials that may be found in the building, nor have any investigations been made in relation to soil stability, mining or geological conditions, nor have any parts of the site or buildings been opened up for further examination, and a purely visual inspection has been undertaken.
- 2.4 No audits or investigations have been instigated to determine whether high aluminous cement, calcium chloride additives, fibrous asbestos, any other deleterious material, or permanent woodwool shuttering has been used in the construction of the premises. It is not within the current brief to provide any cost information for the repair of any defects referred to in the schedule, nor to comment upon dilapidations liability.
- 2.5 No specific surveys, or audits, have been undertaken in relation to any matters which might relate to the lessees' statutory covenants, such as the Control of Asbestos Regulations 2012, or the Equality Act 2010, nor have any fire risk assessments been undertaken, and it is advised that the lessor, and lessee, establish any liabilities for all such matters prior to the commencement of the tenancy.
- 2.6 Unless otherwise stated it is assumed that all necessary planning, building regulation, and other consents, approvals and permissions have been obtained for the construction and current use of the premises, and that there are no outstanding enforcement or other notices, and no investigations have been made to establish any non-compliance with planning, building regulations, or matters relating to the Offices, Shops & Railway Premises Act, the Fire Regulatory (Safety Reform) Order, the Defective Premises Act, or Health & Safety Legislation.
- 2.7 Further, no searches have been made with the National Coal Board or any other statutory bodies or environmental agencies to establish whether the property is likely to be affected by subsidence or other matters relating to environmental issues and/or the immediate environment.

3.0 Third Parties

- 3.1 The schedule must not be reproduced in whole or in part, or relied upon by third parties for any use, without the express written authority of Moorhouse Building Consultancy Limited.

4.0 Appendices

A photographic schedule is annexed and forms an integral part of, this Schedule of Condition. It is important that the Schedule of Condition is only considered in association with the photographic schedule. Photographs can be relied upon as evidence of defects even where the text does not refer to these.

5.0 Orientation

- 5.1 References to front and rear, left and right hand, assume that the surveyor is standing facing the front elevation of the building, i.e., the elevation incorporating the main front entrance.

6.0 Crack classification

Approximate crack width - associated expression

Up to 0.1mm "Hairline"

0.1mm to 1.0mm "Very slight"

1.1mm to 5.0mm "Slight"

5.1mm to 15mm "Moderate"

15.1mm to 25mm "Severe"

7.0 Services

- 7.1 No tests have been made of any of the service installations, (including water, drainage, electricity and gas), nor has any certification been provided for confirmation that service installations, and any appliances, are compliant with any current or proposed legislation.

8.0 Glossary of Terms

The descriptive and expressive terms of the Schedule which describe the condition of the property are for the purpose of this report defined as follows:

Sound - Denotes almost faultless condition with no significant soil/wear or other defections. No repairs presently required.

Good - Subject to general wear and tear with soiling but is still serviceable and functioning adequately. Minor and isolated maintenance repair or cleaning required.

Fair - Subject to several years wear and tear, still serviceable, but with repair work now necessary.

Poor - Subject to hard long-term wear, having reached, or nearing the end of its useful life. Extensive repair and replacement now required

Generally - Where an item does not quite warrant being classed as the upper bracket overall.

Element	Description	Condition	Photo
INTERNAL			
Ground Floor			
Main Shop Area			
Ceiling	A plasterboard ceiling with a painted plaster skim finish.	<p>The following observations were noted: -</p> <p>The ceiling is generally soiled throughout.</p> <p>There is a section of water damaged ceiling around the main till area.</p> <p>There is cracking to the plasterboard junctions throughout the space.</p> <p>There is a section of water damaged ceiling around the lower level seating area.</p>	001-030
Lighting	Recessed within the suspended ceiling with the addition of recessed pelmet lighting.	<p>Fair with the following observations noted: -</p> <p>There are 9 no. spent light fittings.</p>	028-030
Walls	A combination of plasterboard walls with a painted plaster skim finish and slatted panelling.	<p>Fair with the following observations noted: -</p> <p>There is damage to the plasterwork around where the chairs back up against the walls on the lower level seating area.</p> <p>The walls are generally scuffed, marked and soiled throughout.</p>	031-094
Floors	A timber floor with a combination of modern vinyl sheet and vinyl tile coverings.	Fair with the following observations noted: -	095-128

		<p>The lower level seating area tiled covering is heavily worn, stained and soiled.</p> <p>The tiles are beginning to lap up at junctions with some being loose and damaged. This applies to approx. 4 no. tiles in the lower level seating area.</p>	
Doors	A timber framed entrance door with single glazed insert.	<p>Generally good with the following observations noted: -</p> <p>The paintwork to the surface is generally chipped, scuffed, knocked and marked throughout.</p>	129-139
Windows	Timber framed windows with single glazed inserts.	<p>Generally good with the following observations noted: -</p> <p>The glazing is generally begrimed throughout.</p> <p>There is evidence of patch repairs to the external timber frame in parts.</p> <p>The inner face of the windows is suffering from pin damage throughout.</p>	140-168
General	All.	<p>The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The skirting boards and architraves were found to be in good condition with the exception of minor open joints at junctions.</p>	169-172

		The extractor fan was not tested for operation during this inspection but was visually found to be in heavily soiled condition.	
Kitchen including Store			
Ceiling	An assumed lath and plaster ceiling with plaster and paint finish.	Fair with the following observations noted: - The ceiling is heavily soiled throughout. The ceiling is not level and has a number of undulations to the surface.	173-194
Lighting	Surface mounted to the ceiling and comprising fluorescent tube outlets.	Good with the exception of 2 no. spent lighting tubes.	192-194
Walls	Solid walls with a plaster and paint finish.	Fair with the following observations noted: - There is an abundance of previous fixing holes present to the wall surfaces throughout. The plaster surface is unlevel and uneven throughout. There are a number of chips, knocks, scuffs and marks to the surfaces throughout. The grout to the ceramic tile finish is heavily soiled.	195-255
Floor	A solid floor with a modern vinyl sheet covering.	Generally good with the following observations noted: - There are scuff marks where the shelving units have been removed.	256-278

		The floor is generally soiled throughout.	
Doors	A timber fire exit door with metal panelling.	<p>Fair with the following observations noted: -</p> <p>The timber beneath the panelling is generally decayed, particularly around the top right hand corner.</p> <p>The door is generally shipped, scuffed, knocked and marked throughout.</p>	279-291
General	All.	<p>The telephone points were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The alarm call points were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The fire alarms were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The smoke detection was not tested for operation during this inspection but was visually found to be in good condition.</p> <p>The heat detection was not tested for operation during this inspection but was visually found to be in good condition.</p> <p>The extractor fans were not tested for operation during this inspection but were visually found to be in good condition.</p>	292-298

		The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.	
First Floor			
WC			
Ceiling	An assumed plasterboard ceiling with a painted plaster skim finish.	<p>Fair with the following observations noted: -</p> <p>There is a section of dropped ceiling which has been poorly patch repaired around the WC area.</p> <p>The ceiling in the entrance corridor is generally cracked and crazed throughout.</p>	299-306
Lighting	Mounted to the door header panel and the ceiling, comprising a pendant fittings.	Good with both lighting outlets working at the time of this inspection.	307
Walls	Assumed lath and plaster walls with a painted finish.	<p>Fair with the following observations noted: -</p> <p>The plaster is not level and is debonding from the wall in a number of locations.</p>	308-344
Floor	A timber floor with a modern vinyl tiled covering.	<p>Generally good with the following observations noted: -</p> <p>There is a fairly obvious slope to the floor and the floor is not level.</p> <p>The floor covering is generally soiled throughout.</p>	345-352
Doors	A timber door with glazed panels.	<p>Generally good with the following observations noted: -</p> <p>The door has been cut down over the years to fit the frame.</p>	353-360

		There is cracking present around the walls/door junctions.	
Windows	A single glazed timber sash window.	Poor being completely inoperable.	361-364
General	All.	<p>The sanitaryware was tested for operation and found to be in good working order at the time of this inspection.</p> <p>The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The skirting boards were found to be in fair condition, being warped, scuffed and marked throughout.</p>	365-371
Dining Room			
Ceiling	An assumed lath and plaster ceiling with a painted finish and timber beams.	<p>Poor with the following observations noted: -</p> <p>The lath and plaster is completely uneven and blown throughout.</p> <p>The timber beams are heavily warped with the plaster casing cracking.</p> <p>The ceiling is generally soiled throughout.</p> <p>There is evidence of water ingress across the left hand beam as viewed when entering.</p>	372-401
Lighting	Mounted spotlight fittings.	Fair with only half of the lights working at the time of this inspection.	400-401

Walls	Assumed lath and plaster walls with timber panelling.	<p>Fair with the following observations noted: -</p> <p>There is a holed section of wall directly to the left hand side as viewed when entering the room.</p> <p>The walls are generally scuffed, marked and soiled throughout.</p> <p>There is 1 no. missing timber panel to the left hand corner of the room as viewed when entering.</p>	402-449
Floor	Original timber floorboards with a varnish finish.	<p>Generally good with the following observations noted: -</p> <p>The floor is undulating and unlevel throughout.</p> <p>The varnish covering is worn in parts.</p> <p>The floor is generally stained and soiled throughout.</p>	450-475
Door	A timber panelled door with a painted finish.	Poor, being inoperable.	476-479
Windows	Timber box sash windows with single glazing.	Generally good.	480-492
General	All.	<p>The smoke detection was not tested for operation during this inspection but was visually found to be in good condition.</p> <p>There is a damaged section of skirting board to the left hand section of the room.</p> <p>The fireplace was found to be in generally good condition.</p>	493-499

Dining Room Store Cupboard			
General	Comprising lath and plaster walls and ceilings both with a painted finish, bare timber floor and timber door.	Poor – see photographs.	500-514
Kitchen Store			
Ceiling	Timber beams and plasterboard with a painted plaster skim finish.	<p>Fair with the following observations noted: -</p> <p>There is evidence of water ingress to one of the beams along the front elevation.</p> <p>There is evidence of water ingress to the ceiling where the timber frame meets along the rear elevation.</p> <p>The wall/ceiling junctions are cracked throughout the perimeter of the room.</p> <p>There are general undulations to the ceiling throughout.</p> <p>There are 3 no. popped screwheads.</p>	515-546
Lighting	Surface mounted to the plasterboard ceiling and comprising spotlight fittings.	Poor with only 6 no. lighting outlets working at the time of this inspection.	543-546
Walls	Assumed lath and plaster walls with a woodchip wallpaper covering.	<p>Fair with the following observations noted: -</p> <p>There is an abundance of previous picture hangers present to the wall surface.</p> <p>The wallpaper is rucked throughout at the junctions.</p> <p>The wall surfaces are generally uneven throughout.</p>	547-610

		<p>The wall surfaces are generally stained, scuffed, marked and soiled throughout.</p> <p>There is a holed section of lath and plaster to the wall directly opposite the entrance.</p> <p>There is an abundance of previous fixing holes throughout the wall surfaces – see photographs.</p>	
Floor	A bare timber boarded floor over the original floorboards.	Poor, being heavily stained, worn and soiled throughout.	611-638
Doors	A timber panelled door with Georgian wired glazing.	<p>Fair with the following observations noted: -</p> <p>The door is heavily chipped, scuffed, knocked and marked throughout.</p> <p>The timber panel is cracked down the centre throughout.</p> <p>The door does not shut back correctly within its housing.</p>	639-647
Windows	Timber framed box sash windows with single glazing.	Poor with both windows being inoperable at the time of this inspection.	648-670
General	All.	<p>The gas fire was not tested for operation and was visually found to be in a very dated condition.</p> <p>The emergency call point was not tested for operation during this inspection but was visually found to be in good condition.</p>	671-673

		The sockets and switches was not tested for operation during this inspection but was visually found to be in good condition.	
Rear Storeroom			
General	A lath and plaster ceiling and walls, timber floor with thermoplastic floor tiles, timber framed windows with single glazed inserts, timber frame, timber doors with glazed viewing panel and timber panelled doors.	Poor with the room being completely uninhabitable and derelict throughout – see photographs.	674-760
Second Floor			
Front Large Office			
Ceiling	An assumed lath and plaster ceiling with a woodchip wallpaper covering.	<p>Poor with the following observations noted: -</p> <p>The woodchip wallpaper is debonding throughout at the junctions.</p> <p>The ceiling is completely undulating and unlevel throughout.</p> <p>There is heavy water ingress around the right hand corner of the office.</p> <p>There is heavy water ingress along the front of the ceiling, with the ceiling damaged and stained in this location.</p> <p>The ceiling is cracked and the wallpaper is rucked around the wall junctions throughout the perimeter of the room.</p>	761-782
Lighting	Surface mounted to the ceiling and comprising fluorescent tube outlets.	Good with all lighting outlets working at the time of this inspection.	782

Walls	Assumed lath and plaster walls with a solid chimney breast and woodchip wallpaper covering throughout.	<p>Fair with the following observations noted: -</p> <p>There is water leaking from the pipe boxing above the electric storage heater, which has stained the wall.</p> <p>The remainder of the walls are heavily scuffed, marked, stained and soiled throughout.</p> <p>There is evidence of water ingress along the front elevation with damp staining and blowing of plaster.</p> <p>The plaster is uneven throughout with a number of areas blown and debonding.</p> <p>The woodchip wallpaper is rucked, particularly in the corner junctions.</p>	783-834
Floor	A timber floor with a carpet covering.	Poor, being heavily worn, stained and soiled throughout.	835-845
Door	An original timber panelled door and frame.	<p>Poor with the following observations noted: -</p> <p>The door is completely unlevel.</p> <p>The panels are cracked throughout.</p> <p>There is heavy damage to the leading edges of the door throughout.</p>	846-852
Window	A timber framed box sash window with single glazing.	<p>Generally good with the following observations noted: -</p> <p>The paintwork is generally chipped, scuffed, knocked and marked.</p>	853-860

		The glazing is generally begrimed.	
General	All.	<p>The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The storage heater was not tested for operation during this inspection but was visually found to be in good condition.</p> <p>The skirting boards and architraves were found to be in good condition with the exception of minor open joints at junctions.</p> <p>The data points were not tested for operation during this inspection but were visually found to be in good condition.</p>	861-865
Front Small Office			
Ceiling	A combination of lath and plaster ceiling with a woodchip wallpaper and painted finish and plasterboard with a painted plaster skim finish.	<p>Fair with the following observations noted: -</p> <p>The ceiling is completely undulating and unlevel throughout.</p> <p>The woodchip wallpaper is cracking at the junctions throughout.</p> <p>There is evidence of water ingress to the beam with staining present.</p> <p>There is cracking present to the wall/ceiling junctions throughout.</p>	866-879

Lighting	Surface mounted to the ceiling and comprising fluorescent tube outlets.	Good with all lighting outlets working at the time of this inspection.	879
Walls	A combination of lath and plaster walls and plasterboard with a painted plaster skim finish.	<p>Fair with the following observations noted: -</p> <p>The woodchip wallpaper is rucking throughout, particularly in the corners.</p> <p>There are 2 no. large cracks extending diagonally from the left hand side of the beam and terminating at wall level. These cracks are approx. 3mm at their widest.</p> <p>There is cracking present to the plasterwork on the right hand side of the room where a poorly patch repaired job has been carried out.</p> <p>The plasterwork throughout is generally uneven with a number of areas having blown.</p> <p>There is evidence of water ingress with damp staining around the right hand side of the beam to the newly patch repaired plasterwork.</p> <p>The walls are generally scuffed, marked and soiled throughout.</p>	880-923
Floor	A timber floor with a carpet covering.	Poor, being heavily worn, stained and soiled throughout.	924-930
Door	A flush faced solid core timber door.	Good, albeit scuffed, marked and soiled.	931-935
Window	A timber framed box sash window with single glazing.	Generally good.	936-947

General	All.	<p>The shiplap type boarding to the underside of the window is cracked throughout.</p> <p>The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.</p> <p>The skirting boards and architraves were found to be in good condition with the exception of minor open joints at junctions.</p>	948-951
Small Store			
Ceiling	A plasterboard ceiling with a painted plaster skim finish.	<p>Generally good with the following observations noted: -</p> <p>There are 2 no. popped screwheads.</p> <p>The ceiling is generally marked, scuffed and soiled throughout.</p>	952-960
Lighting	Surface mounted to the ceiling and comprising a fluorescent tube outlet.	Good with the lighting outlet working at the time of this inspection.	960
Walls	A combination of lath and plaster walls with an embossed wallpaper covering and plasterboard with a painted plaster skim finish.	Fair – see photographs.	961-979
Floor	Timber floorboards with a carpet covering.	<p>Poor with the following observations noted: -</p> <p>The carpet is damaged, soiled and mismatched throughout.</p> <p>There is a significant slope to the floor.</p>	980-984

Door	A flush faced hollow core timber door with fire panel to front face and Bakelite door furniture.	Generally good with the following observations noted: - The door handle is damaged on both sides of the door. The door is generally scuffed, chipped, knocked and marked.	985-990
Staff WC			
Ceiling	A plasterboard ceiling with a painted plaster skim finish.	Generally good, albeit heavily soiled.	991-1000
Lighting	Surface mounted to the ceiling and wall, comprising pendant fittings.	Fair with only 1 no. outlet working.	1000-1001
Walls	A combination of solid and lath and plaster walls with a painted plaster skim finish.	Generally good with the following observations noted: - There are a number of previous fixing holes to the right hand side of the WC. The walls are generally scuffed, marked and soiled throughout.	1002-1021
Floor	A timber floor with a combination of vinyl sheet and carpet covering.	Poor, being heavily stained, worn and soiled throughout.	1022-1027
Doors	A combination of flush faced hollow core timber doors and a timber panelled door.	Generally good with the following observations noted: - The doors are heavily scuffed, marked and soiled throughout. The handle to the timber panelled door has dropped from its original location.	1028-1034

		The paint work to the WC entrance door is peeling and pitting throughout.	
General	All.	<p>The sanitaryware was tested for operation and found to be in good working order at the time of this inspection.</p> <p>The skirting boards and architraves were found to be in good condition with the exception of minor open joints at junctions.</p>	1035-1036
Kitchenette			
Ceiling	A plasterboard ceiling with a painted plaster skim finish and exposed timberwork in parts.	<p>Generally good with the following observations noted: -</p> <p>The original section of ceiling is undulating throughout.</p> <p>There is hairline cracking present throughout the ceiling at junctions.</p>	1037-1046
Lighting	Chain hung from the ceiling and comprising of a fluorescent tube outlet.	Good with the lighting outlet working at the time of this inspection.	1046
Walls	A combination of solid and plasterboard walls with a painted plaster skim finish.	<p>Poor with the following observations noted: -</p> <p>The lath and plaster is completely blown throughout with no even surfaces.</p> <p>There is cracking present throughout the junctions of the wall.</p> <p>There is evidence of water ingress to the apex on the dormer window, with damp staining to the boarding in this location.</p>	1047-1048

		<p>There is evidence of movement to the timber frame, with warping present to the surface.</p> <p>There is evidence of water ingress around the timber frame, particularly around the window, with damp staining noted in this location.</p>	
Floor	Timber floorboards with a vinyl sheet covering.	<p>Poor with the following observations noted: -</p> <p>The floor is completely uneven with a number of undulations to the surface.</p> <p>The floor is heavily stained, marked, worn and soiled throughout.</p>	1080-1090
Door	A timber panelled door with timber frame.	Poor, being heavily damaged and ill-fitting.	1091-1100
Window	A timber framed window with single glazed inserts.	Good.	1101-1110
General	All.	<p>The metal sink is heavily stained throughout.</p> <p>The kitchen units were found to be in fair condition.</p> <p>The skirting boards and architraves have a number of undulations to the surface following the floors.</p> <p>The sockets and switches were not tested for operation during this inspection but were visually found to be in generally good condition.</p>	1111-1115

Boardroom			
Ceiling	A timber framed ceiling with plasterboard and painted plaster skim finish.	<p>Good with the following observations noted: -</p> <p>There is cracking noted to the plasterboard throughout the ceiling at the junctions.</p> <p>The timber frame has been patch repaired in 2 no. locations where it has split at the midpoint.</p>	1116-1137
Lighting	Chain hung from the ceiling and comprising fluorescent tube outlets.	Good with all lighting outlets working at the time of this inspection.	1137
Walls	Timber framed walls with plasterboard and painted plaster skim infill, with plasterwork to the chimney breast.	<p>Generally good with the following observations noted: -</p> <p>The timber framed walls are warped and undulating throughout.</p> <p>There are a number of previous fixing holes present to the timber frame throughout.</p> <p>There is evidence of wood boring insects to the timber frame throughout.</p> <p>There is cracking noted to the plasterboard wall at the junction backing onto the front office space. This crack is 2mm at its widest.</p> <p>The plasterwork to the chimney breast is undulating throughout.</p>	1138-1199
Floor	A timber floor with a carpet tile covering.	Fair with the following observations noted: -	1200-1222

		<p>The timber floor is completely unlevel and undulating throughout.</p> <p>The carpet is suffering from general stains, marks and light wear to the surface.</p>	
Door	A timber panelled door.	Poor.	1223-1230
Window	Timber framed windows with single glazed inserts.	Good.	1231-1239
General	All.	<p>The fireplace was not tested for operation during this inspection but was visually found to be in good condition.</p> <p>The sockets and switches were not tested for operation during this inspection but were visually found to be in good condition.</p>	1240-1243
Disused Office Space			
General	A combination of plasterboard and brickwork walls with a painted finish, lath and plaster walls, lath and plaster ceiling where still remaining, timber floors with a bituminous type covering and timber frame.	Poor, being potentially unsafe and completely derelict – see photographs.	1244-1297
Second Floor to Ground Floor Staircase			
General	A timber staircase with partial carpet covering, lath and plaster walls with an embossed paper covering, timber bannister and general storage cupboard doors.	Fair – see photographs.	1298-1367

Basement Area			
General	Mainly bare brickwork throughout, lath and plaster ceilings and solid floors with timber over deck.	Poor with no lighting, potentially unsafe installations – see photographs.	1369-1388

APPENDIX A
SCHEDULE OF PHOTOGRAPHS



Photograph 001



Photograph 002



Photograph 003



Photograph 004



Photograph 005



Photograph 006



Photograph 007



Photograph 008



Photograph 009



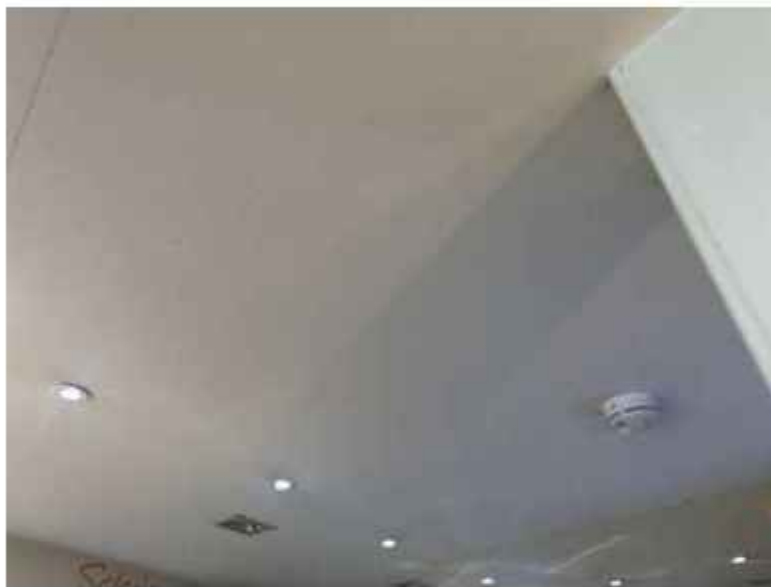
Photograph 010



Photograph 011



Photograph 012



Photograph 013



Photograph 014



Photograph 015



Photograph 016



Photograph 017



Photograph 018



Photograph 019



Photograph 020



Photograph 021



Photograph 022



Photograph 023



Photograph 024



Photograph 025



Photograph 026



Photograph 027



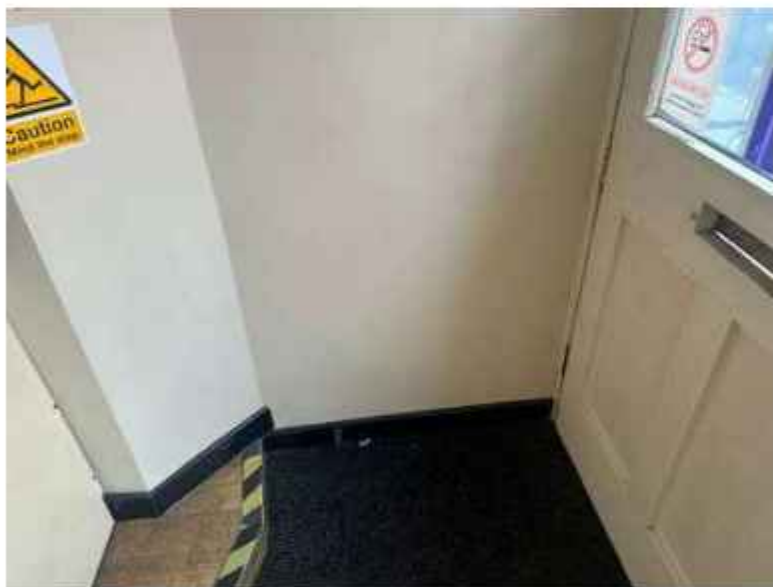
Photograph 028



Photograph 029



Photograph 030



Photograph 031



Photograph 032



Photograph 033



Photograph 034



Photograph 035



Photograph 036



Photograph 037



Photograph 038



Photograph 039



Photograph 040



Photograph 041



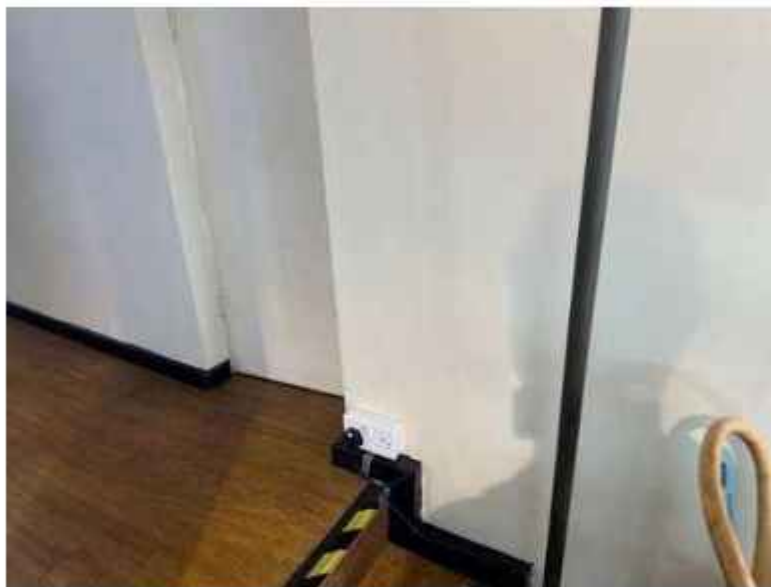
Photograph 042



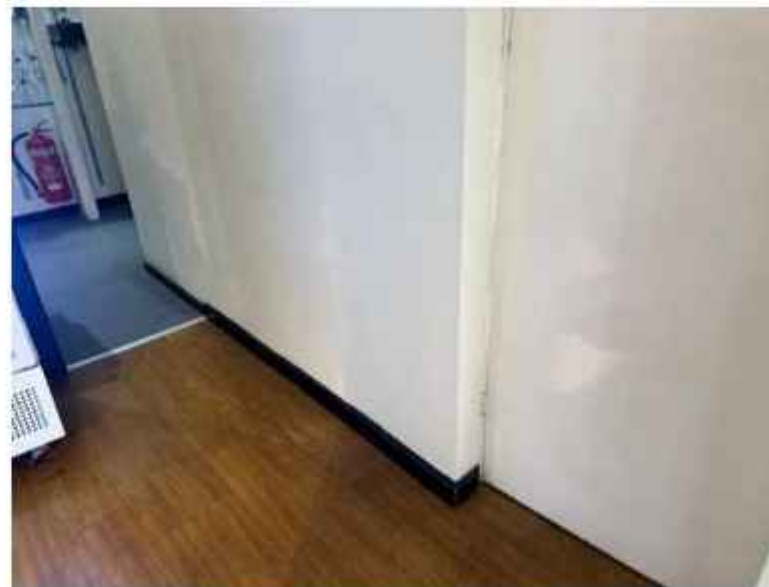
Photograph 043



Photograph 044



Photograph 045



Photograph 046



Photograph 047



Photograph 048



Photograph 049



Photograph 050



Photograph 051



Photograph 052



Photograph 053



Photograph 054



Photograph 055



Photograph 056



Photograph 057



Photograph 058



Photograph 059



Photograph 060



Photograph 061



Photograph 062



Photograph 063



Photograph 064



Photograph 065



Photograph 066



Photograph 067



Photograph 068



Photograph 069



Photograph 070



Photograph 071



Photograph 072



Photograph 073



Photograph 074



Photograph 075



Photograph 076



Photograph 077



Photograph 078



Photograph 079



Photograph 080



Photograph 081



Photograph 082



Photograph 083



Photograph 084



Photograph 085



Photograph 086



Photograph 087



Photograph 088



Photograph 089



Photograph 090



Photograph 091



Photograph 092



Photograph 093



Photograph 094



Photograph 095



Photograph 096



Photograph 097



Photograph 098



Photograph 099



Photograph 100



Photograph 101



Photograph 102



Photograph 103



Photograph 104



Photograph 105



Photograph 106



Photograph 107



Photograph 108



Photograph 109



Photograph 110



Photograph 111



Photograph 112



Photograph 113



Photograph 114



Photograph 115



Photograph 116



Photograph 117



Photograph 118



Photograph 119



Photograph 120



Photograph 121



Photograph 122



Photograph 123



Photograph 124



Photograph 125



Photograph 126



Photograph 127



Photograph 128



Photograph 129



Photograph 130



Photograph 131



Photograph 132



Photograph 133



Photograph 134



Photograph 135



Photograph 136



Photograph 137



Photograph 138



Photograph 139



Photograph 140



Photograph 141



Photograph 142



Photograph 143



Photograph 144



Photograph 145



Photograph 146



Photograph 147



Photograph 148



Photograph 149



Photograph 150



Photograph 151



Photograph 152



Photograph 153



Photograph 154



Photograph 155



Photograph 156



Photograph 157



Photograph 158



Photograph 159



Photograph 160



Photograph 161



Photograph 162



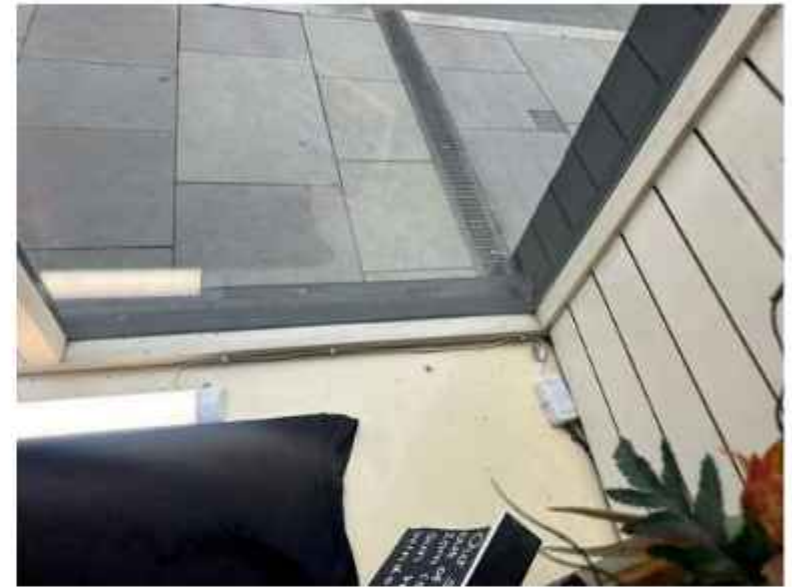
Photograph 163



Photograph 164



Photograph 165



Photograph 166



Photograph 167



Photograph 168



Photograph 169



Photograph 170



Photograph 171



Photograph 172



Photograph 173



Photograph 174



Photograph 175



Photograph 176



Photograph 177



Photograph 178



Photograph 179



Photograph 180



Photograph 181



Photograph 182



Photograph 183



Photograph 184



Photograph 185



Photograph 186



Photograph 187



Photograph 188



Photograph 189



Photograph 190



Photograph 191



Photograph 192



Photograph 193



Photograph 194



Photograph 195



Photograph 196



Photograph 197



Photograph 198



Photograph 199



Photograph 200



Photograph 201



Photograph 202



Photograph 203



Photograph 204



Photograph 205



Photograph 206



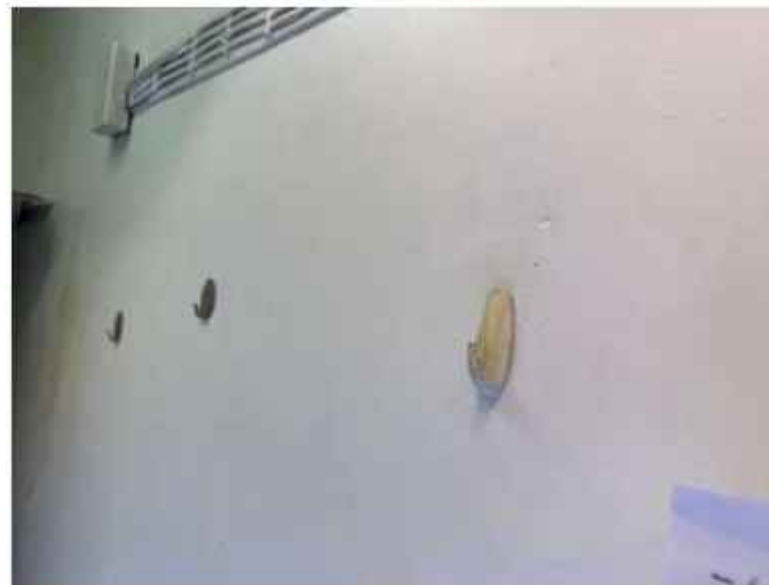
Photograph 207



Photograph 208



Photograph 209



Photograph 210



Photograph 211



Photograph 212



Photograph 213



Photograph 214



Photograph 215



Photograph 216



Photograph 217



Photograph 218



Photograph 219



Photograph 220



Photograph 221



Photograph 222



Photograph 223



Photograph 224



Photograph 225



Photograph 226



Photograph 227



Photograph 228



Photograph 229



Photograph 230



Photograph 231



Photograph 232



Photograph 233



Photograph 234



Photograph 235



Photograph 236



Photograph 237



Photograph 238



Photograph 239



Photograph 240



Photograph 241



Photograph 242



Photograph 243



Photograph 244



Photograph 245



Photograph 246



Photograph 247



Photograph 248



Photograph 249



Photograph 250



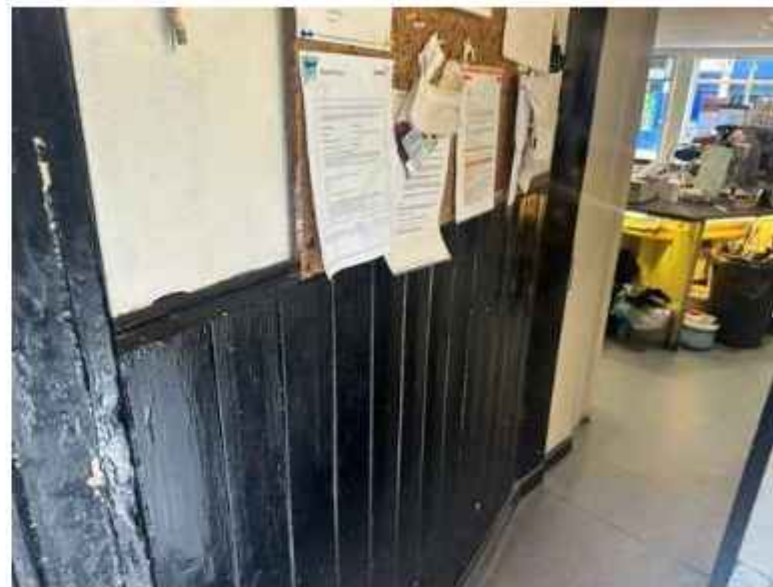
Photograph 251



Photograph 252



Photograph 253



Photograph 254



Photograph 255



Photograph 256



Photograph 257



Photograph 258



Photograph 259



Photograph 260



Photograph 261



Photograph 262



Photograph 263



Photograph 264



Photograph 265



Photograph 266



Photograph 267



Photograph 268



Photograph 269



Photograph 270



Photograph 271



Photograph 272



Photograph 273



Photograph 274



Photograph 275



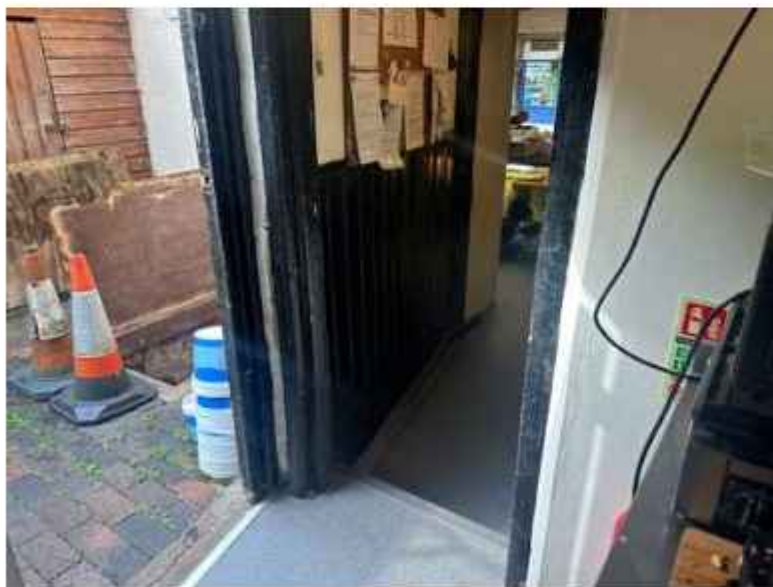
Photograph 276



Photograph 277



Photograph 278



Photograph 279



Photograph 280



Photograph 281



Photograph 282



Photograph 283



Photograph 284



Photograph 285



Photograph 286



Photograph 287



Photograph 288



Photograph 289



Photograph 290



Photograph 291



Photograph 292



Photograph 293



Photograph 294



Photograph 295



Photograph 296



Photograph 297



Photograph 298



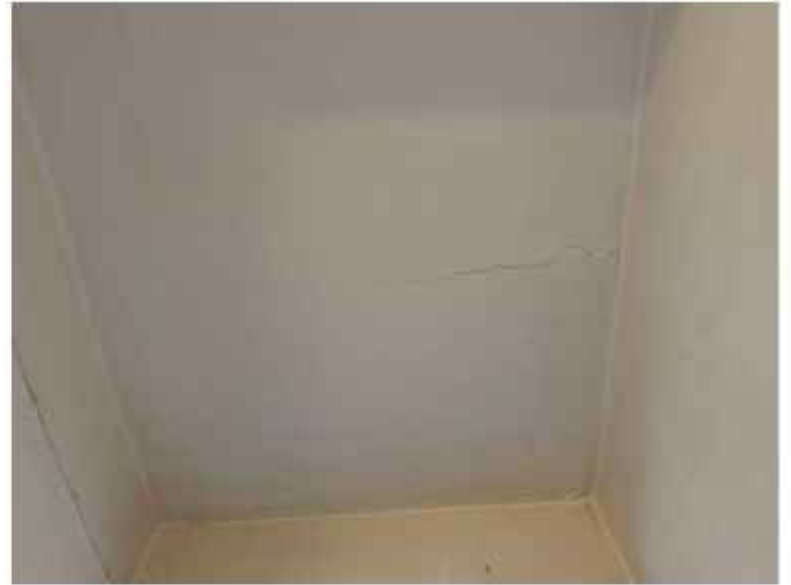
Photograph 299



Photograph 300



Photograph 301



Photograph 302



Photograph 303



Photograph 304



Photograph 305



Photograph 306



Photograph 307



Photograph 308



Photograph 309



Photograph 310



Photograph 311



Photograph 312



Photograph 313



Photograph 314



Photograph 315



Photograph 316



Photograph 317



Photograph 318



Photograph 319



Photograph 320



Photograph 321



Photograph 322



Photograph 323



Photograph 324



Photograph 325



Photograph 326



Photograph 327



Photograph 328



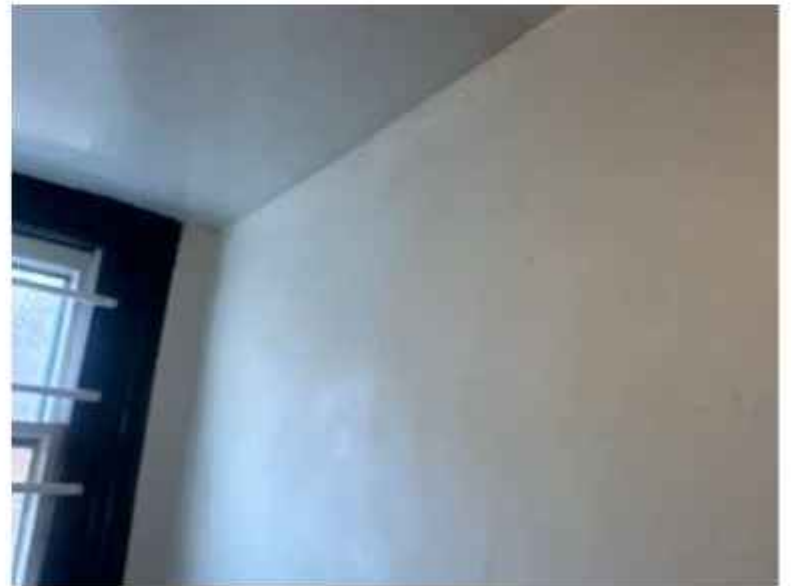
Photograph 329



Photograph 330



Photograph 331



Photograph 332



Photograph 333



Photograph 334



Photograph 335



Photograph 336



Photograph 337



Photograph 338



Photograph 339



Photograph 340



Photograph 341



Photograph 342



Photograph 343



Photograph 344



Photograph 345



Photograph 346



Photograph 347



Photograph 348



Photograph 349



Photograph 350



Photograph 351



Photograph 352



Photograph 353



Photograph 354



Photograph 355



Photograph 356



Photograph 357



Photograph 358



Photograph 359



Photograph 360



Photograph 361



Photograph 362



Photograph 363



Photograph 364



Photograph 365



Photograph 366



Photograph 367



Photograph 368



Photograph 369



Photograph 370



Photograph 371



Photograph 372



Photograph 373



Photograph 374



Photograph 375



Photograph 376



Photograph 377



Photograph 378



Photograph 379



Photograph 380



Photograph 381



Photograph 382



Photograph 383



Photograph 384



Photograph 385



Photograph 386



Photograph 387



Photograph 388



Photograph 389



Photograph 390



Photograph 391



Photograph 392



Photograph 393



Photograph 394



Photograph 395



Photograph 396



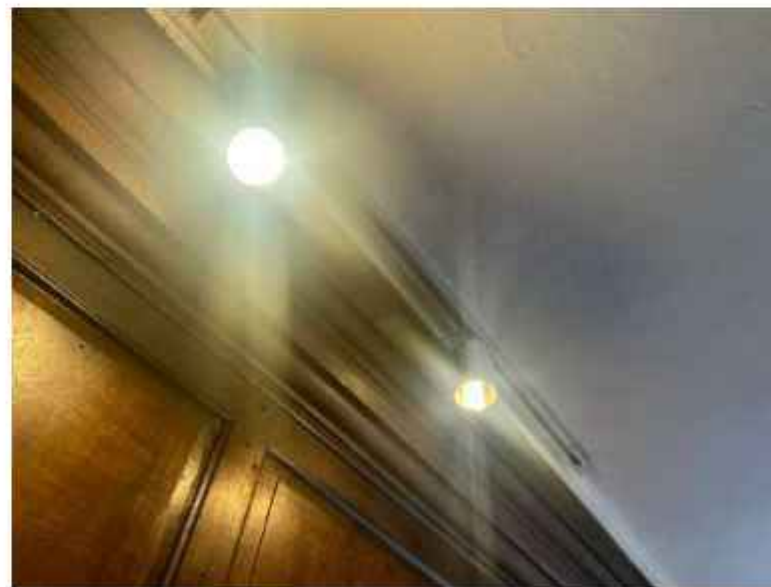
Photograph 397



Photograph 398



Photograph 399



Photograph 400



Photograph 401



Photograph 402



Photograph 403



Photograph 404



Photograph 405



Photograph 406



Photograph 407



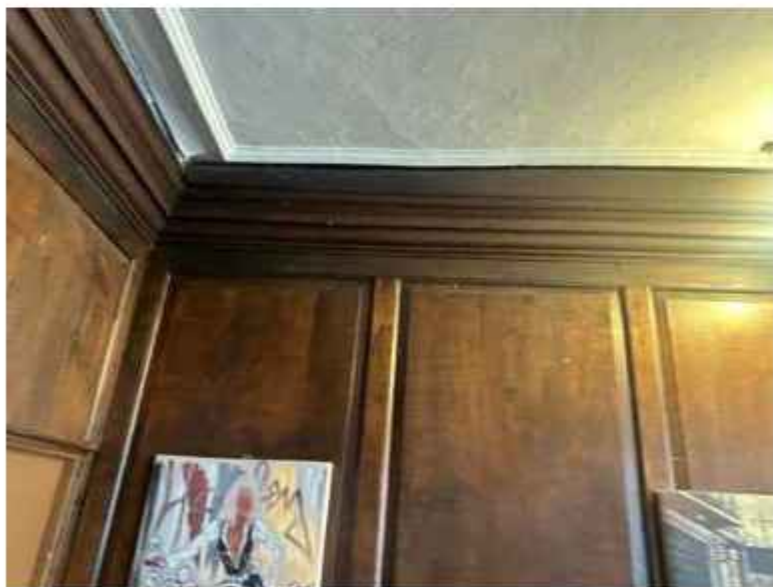
Photograph 408



Photograph 409



Photograph 410



Photograph 411



Photograph 412



Photograph 413



Photograph 414



Photograph 415



Photograph 416



Photograph 417



Photograph 418



Photograph 419



Photograph 420



Photograph 421



Photograph 422



Photograph 423



Photograph 424



Photograph 425



Photograph 426



Photograph 427



Photograph 428



Photograph 429



Photograph 430



Photograph 431



Photograph 432



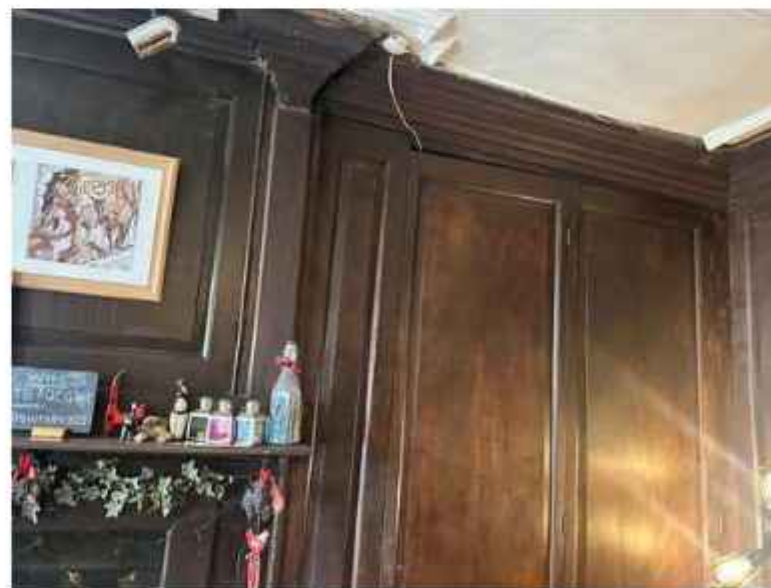
Photograph 433



Photograph 434



Photograph 435



Photograph 436



Photograph 437



Photograph 438



Photograph 439



Photograph 440



Photograph 441



Photograph 442



Photograph 443



Photograph 444



Photograph 445



Photograph 446



Photograph 447



Photograph 448



Photograph 449



Photograph 450



Photograph 451



Photograph 452



Photograph 453



Photograph 454



Photograph 455



Photograph 456



Photograph 457



Photograph 458



Photograph 459



Photograph 460



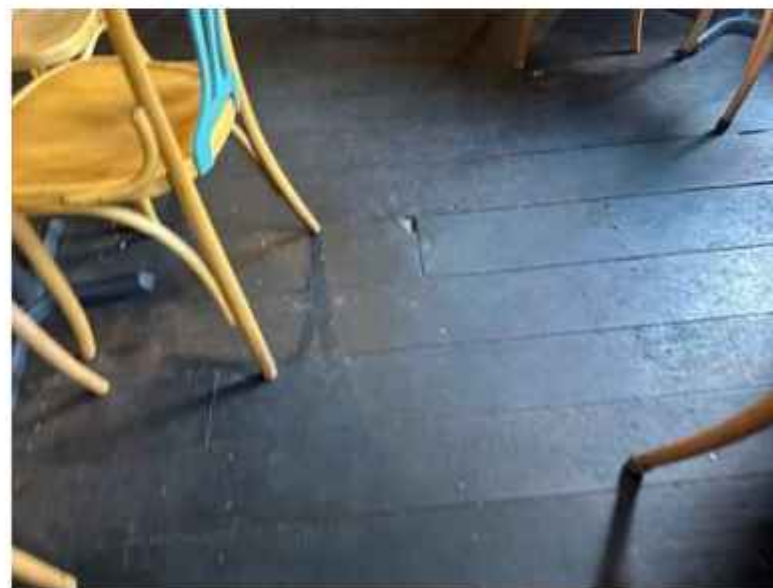
Photograph 461



Photograph 462



Photograph 463



Photograph 464



Photograph 465



Photograph 466



Photograph 467



Photograph 468



Photograph 469



Photograph 470



Photograph 471



Photograph 472



Photograph 473



Photograph 474



Photograph 475



Photograph 476



Photograph 477



Photograph 478



Photograph 479



Photograph 480



Photograph 481



Photograph 482



Photograph 483



Photograph 484



Photograph 485



Photograph 486



Photograph 487



Photograph 488



Photograph 489



Photograph 490



Photograph 491



Photograph 492



Photograph 493



Photograph 494



Photograph 495



Photograph 496



Photograph 497



Photograph 498



Photograph 499



Photograph 500



Photograph 501



Photograph 502



Photograph 503



Photograph 504



Photograph 505



Photograph 506



Photograph 507



Photograph 508



Photograph 509



Photograph 510



Photograph 511



Photograph 512



Photograph 513



Photograph 514



Photograph 515



Photograph 516



Photograph 517



Photograph 518



Photograph 519



Photograph 520



Photograph 521



Photograph 522



Photograph 523



Photograph 524



Photograph 525



Photograph 526



Photograph 527



Photograph 528



Photograph 529



Photograph 530



Photograph 531



Photograph 532



Photograph 533



Photograph 534



Photograph 535



Photograph 536



Photograph 537



Photograph 538



Photograph 539



Photograph 540



Photograph 541



Photograph 542



Photograph 543



Photograph 544



Photograph 545



Photograph 546



Photograph 547



Photograph 548



Photograph 549



Photograph 550



Photograph 551



Photograph 552



Photograph 553



Photograph 554



Photograph 555



Photograph 556



Photograph 557



Photograph 558



Photograph 559



Photograph 560



Photograph 561



Photograph 562



Photograph 563



Photograph 564



Photograph 565



Photograph 566



Photograph 567



Photograph 568



Photograph 569



Photograph 570



Photograph 571



Photograph 572



Photograph 573



Photograph 574



Photograph 575



Photograph 576



Photograph 577



Photograph 578



Photograph 579



Photograph 580



Photograph 581



Photograph 582



Photograph 583



Photograph 584



Photograph 585



Photograph 586



Photograph 587



Photograph 588



Photograph 589



Photograph 590



Photograph 591



Photograph 592



Photograph 593



Photograph 594



Photograph 595



Photograph 596



Photograph 597



Photograph 598



Photograph 599



Photograph 600



Photograph 601



Photograph 602



Photograph 603



Photograph 604



Photograph 605



Photograph 606



Photograph 607



Photograph 608



Photograph 609



Photograph 610



Photograph 611



Photograph 612



Photograph 613



Photograph 614



Photograph 615



Photograph 616



Photograph 617



Photograph 618



Photograph 619



Photograph 620



Photograph 621



Photograph 622



Photograph 623



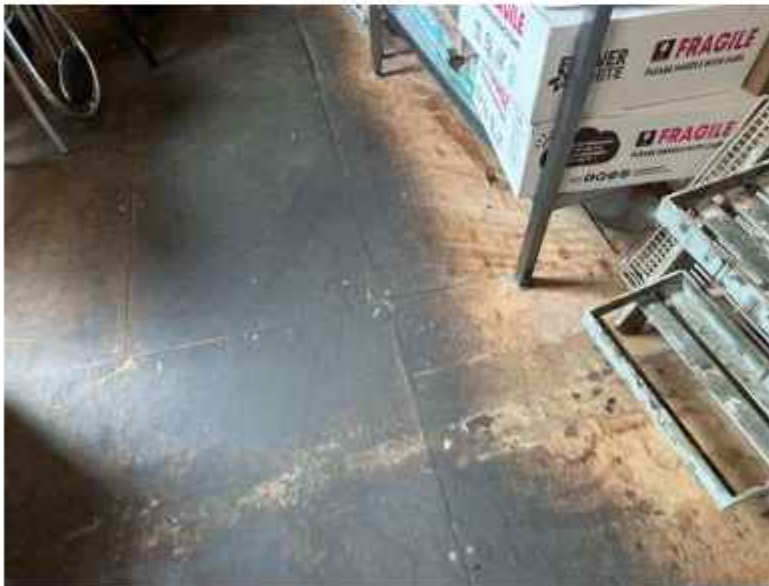
Photograph 624



Photograph 625



Photograph 626



Photograph 627



Photograph 628



Photograph 629



Photograph 630



Photograph 631



Photograph 632



Photograph 633



Photograph 634



Photograph 635



Photograph 636



Photograph 637



Photograph 638



Photograph 639



Photograph 640



Photograph 641



Photograph 642



Photograph 643



Photograph 644



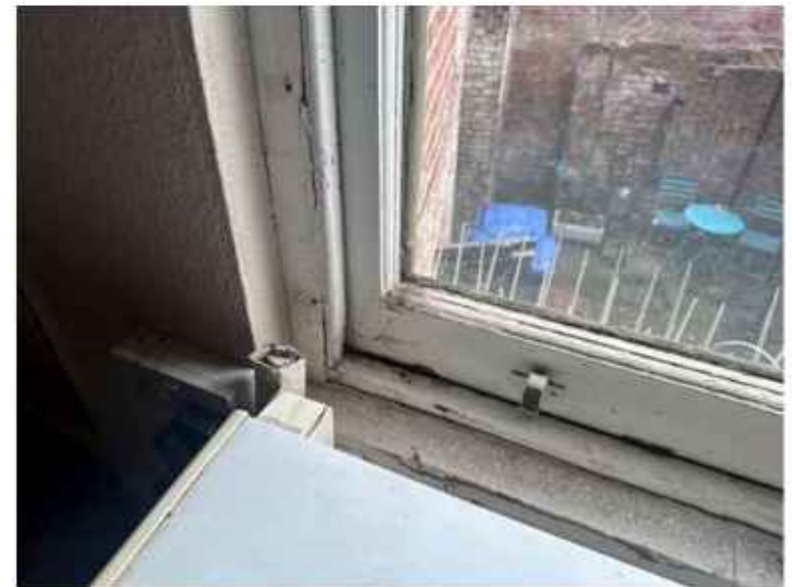
Photograph 645



Photograph 646



Photograph 647



Photograph 648



Photograph 649



Photograph 650



Photograph 651



Photograph 652



Photograph 653



Photograph 654



Photograph 655



Photograph 656



Photograph 657



Photograph 658



Photograph 659



Photograph 660



Photograph 661



Photograph 662



Photograph 663



Photograph 664



Photograph 665



Photograph 666



Photograph 667



Photograph 668



Photograph 669



Photograph 670



Photograph 671



Photograph 672



Photograph 673



Photograph 674



Photograph 675



Photograph 676



Photograph 677



Photograph 678



Photograph 679



Photograph 680



Photograph 681



Photograph 682



Photograph 683



Photograph 684



Photograph 685



Photograph 686



Photograph 687



Photograph 688



Photograph 689



Photograph 690



Photograph 691



Photograph 692



Photograph 693



Photograph 694



Photograph 695



Photograph 696



Photograph 697



Photograph 698



Photograph 699



Photograph 700



Photograph 701



Photograph 702



Photograph 703



Photograph 704



Photograph 705



Photograph 706



Photograph 707



Photograph 708



Photograph 709



Photograph 710



Photograph 711



Photograph 712



Photograph 713



Photograph 714



Photograph 715



Photograph 716



Photograph 717



Photograph 718



Photograph 719



Photograph 720



Photograph 721



Photograph 722



Photograph 723



Photograph 724



Photograph 725



Photograph 726



Photograph 727



Photograph 728



Photograph 729



Photograph 730



Photograph 731



Photograph 732



Photograph 733



Photograph 734



Photograph 735



Photograph 736



Photograph 737



Photograph 738



Photograph 739



Photograph 740



Photograph 741



Photograph 742



Photograph 743



Photograph 744



Photograph 745



Photograph 746



Photograph 747



Photograph 748



Photograph 749



Photograph 750



Photograph 751



Photograph 752



Photograph 753



Photograph 754



Photograph 755



Photograph 756



Photograph 757



Photograph 758



Photograph 759



Photograph 760



Photograph 761



Photograph 762



Photograph 763



Photograph 764



Photograph 765



Photograph 766



Photograph 767



Photograph 768



Photograph 769



Photograph 770



Photograph 771



Photograph 772



Photograph 773



Photograph 774



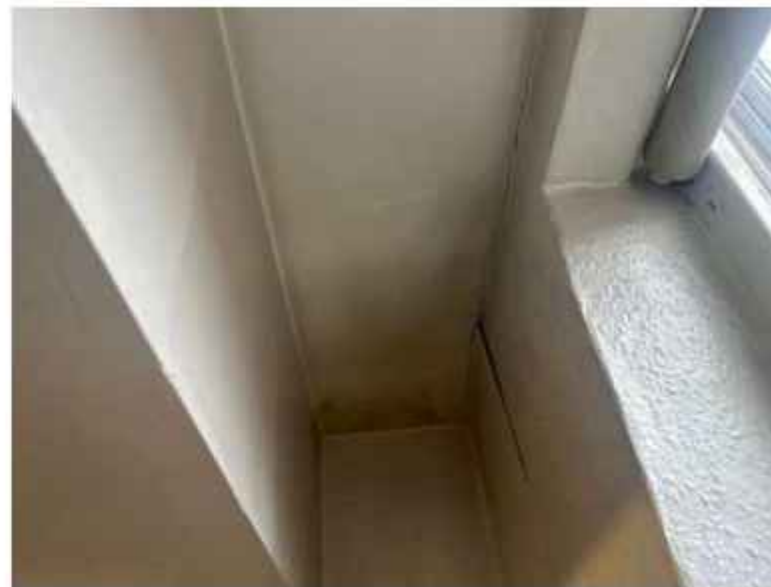
Photograph 775



Photograph 776



Photograph 777



Photograph 778



Photograph 779



Photograph 780



Photograph 781



Photograph 782



Photograph 783



Photograph 784



Photograph 785



Photograph 786



Photograph 787



Photograph 788



Photograph 789



Photograph 790



Photograph 791



Photograph 792



Photograph 793



Photograph 794



Photograph 795



Photograph 796



Photograph 797



Photograph 798



Photograph 799



Photograph 800



Photograph 801



Photograph 802



Photograph 803



Photograph 804



Photograph 805



Photograph 806



Photograph 807



Photograph 808



Photograph 809



Photograph 810



Photograph 811



Photograph 812



Photograph 813



Photograph 814



Photograph 815



Photograph 816



Photograph 817



Photograph 818



Photograph 819



Photograph 820



Photograph 821



Photograph 822



Photograph 823



Photograph 824



Photograph 825



Photograph 826



Photograph 827



Photograph 828



Photograph 829



Photograph 830



Photograph 831



Photograph 832



Photograph 833



Photograph 834



Photograph 835



Photograph 836



Photograph 837



Photograph 838



Photograph 839



Photograph 840



Photograph 841



Photograph 842



Photograph 843



Photograph 844



Photograph 845



Photograph 846



Photograph 847



Photograph 848



Photograph 849



Photograph 850



Photograph 851



Photograph 852



Photograph 853



Photograph 854



Photograph 855



Photograph 856



Photograph 857



Photograph 858



Photograph 859



Photograph 860



Photograph 861



Photograph 862



Photograph 863



Photograph 864



Photograph 865



Photograph 866



Photograph 867



Photograph 868



Photograph 869



Photograph 870



Photograph 871



Photograph 872



Photograph 873



Photograph 874



Photograph 875



Photograph 876



Photograph 877



Photograph 878



Photograph 879



Photograph 880



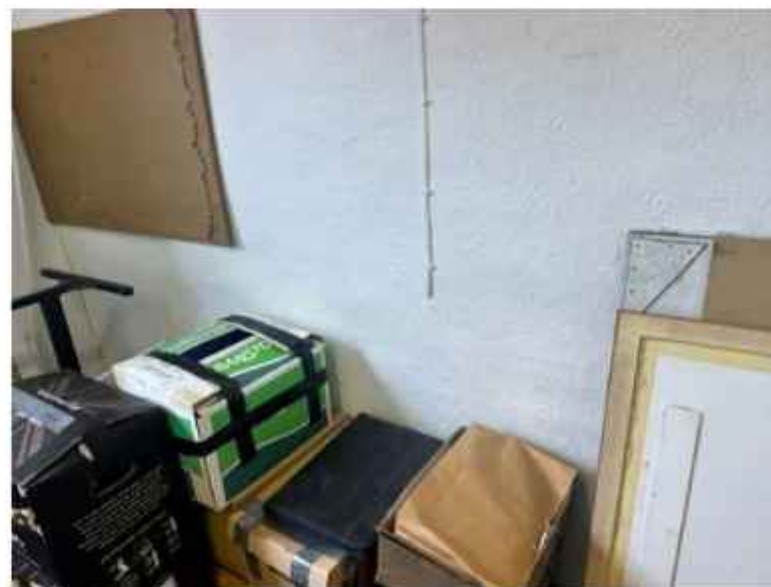
Photograph 881



Photograph 882



Photograph 883



Photograph 884



Photograph 885



Photograph 886



Photograph 887



Photograph 888



Photograph 889



Photograph 890



Photograph 891



Photograph 892



Photograph 893



Photograph 894



Photograph 895



Photograph 896



Photograph 897



Photograph 898



Photograph 899



Photograph 900



Photograph 901



Photograph 902



Photograph 903



Photograph 904



Photograph 905



Photograph 906



Photograph 907



Photograph 908



Photograph 909



Photograph 910



Photograph 911



Photograph 912



Photograph 913



Photograph 914



Photograph 915



Photograph 916



Photograph 917



Photograph 918



Photograph 919



Photograph 920



Photograph 921



Photograph 922



Photograph 923



Photograph 924



Photograph 925



Photograph 926



Photograph 927



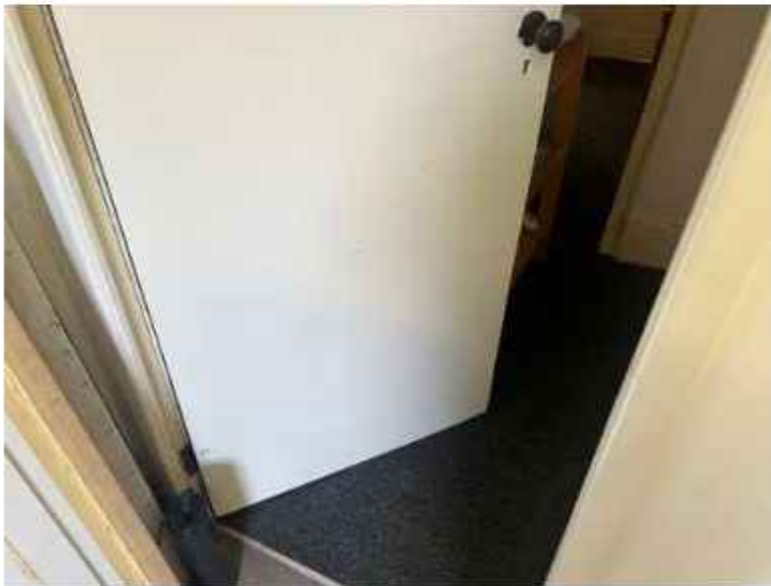
Photograph 928



Photograph 929



Photograph 930



Photograph 931



Photograph 932



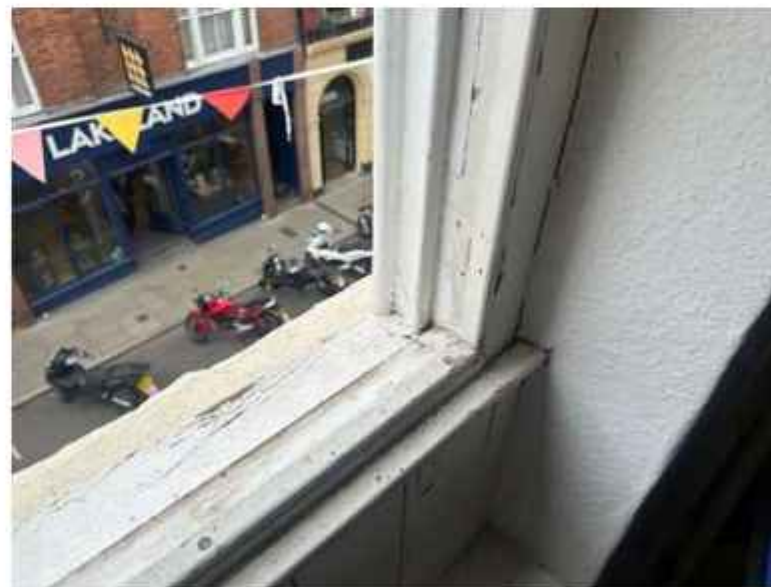
Photograph 933



Photograph 934



Photograph 935



Photograph 936



Photograph 937



Photograph 938



Photograph 939



Photograph 940



Photograph 941



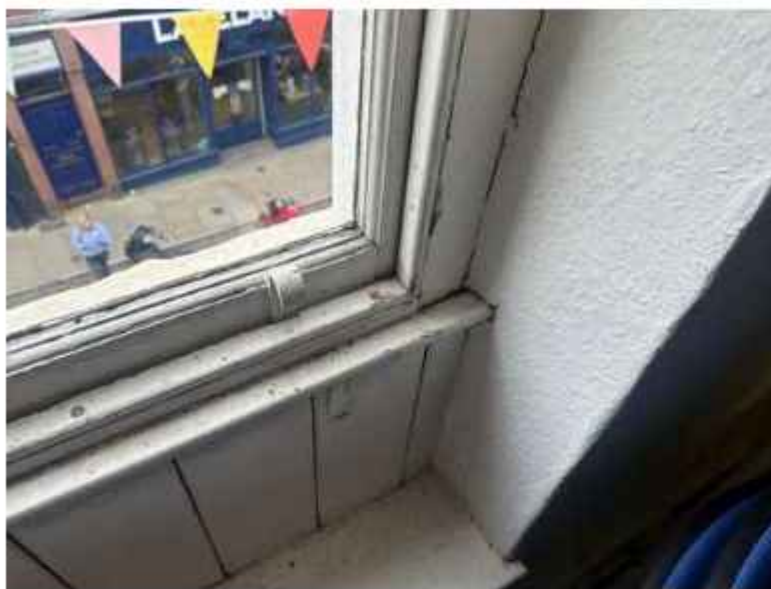
Photograph 942



Photograph 943



Photograph 944



Photograph 945



Photograph 946



Photograph 947



Photograph 948



Photograph 949



Photograph 950



Photograph 951



Photograph 952



Photograph 953



Photograph 954



Photograph 955



Photograph 956



Photograph 957



Photograph 958



Photograph 959



Photograph 960



Photograph 961



Photograph 962



Photograph 963



Photograph 964



Photograph 965



Photograph 966



Photograph 967



Photograph 968



Photograph 969



Photograph 970



Photograph 971



Photograph 972



Photograph 973



Photograph 974



Photograph 975



Photograph 976



Photograph 977



Photograph 978



Photograph 979



Photograph 980



Photograph 981



Photograph 982



Photograph 983



Photograph 984



Photograph 985



Photograph 986



Photograph 987



Photograph 988



Photograph 989



Photograph 990



Photograph 991



Photograph 992



Photograph 993



Photograph 994



Photograph 995



Photograph 996



Photograph 997



Photograph 998



Photograph 999



Photograph 1000



Photograph 1001



Photograph 1002



Photograph 1003



Photograph 1004



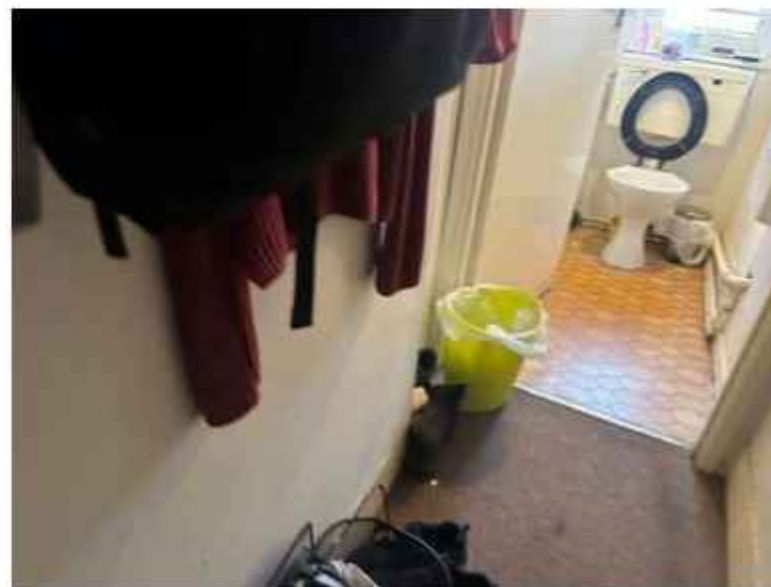
Photograph 1005



Photograph 1006



Photograph 1007



Photograph 1008



Photograph 1009



Photograph 1010



Photograph 1011



Photograph 1012



Photograph 1013



Photograph 1014



Photograph 1015



Photograph 1016



Photograph 1017



Photograph 1018



Photograph 1019



Photograph 1020



Photograph 1021



Photograph 1022



Photograph 1023



Photograph 1024



Photograph 1025



Photograph 1026



Photograph 1027



Photograph 1028



Photograph 1029



Photograph 1030



Photograph 1031



Photograph 1032



Photograph 1033



Photograph 1034



Photograph 1035



Photograph 1036



Photograph 1037



Photograph 1038



Photograph 1039



Photograph 1040



Photograph 1041



Photograph 1042



Photograph 1043



Photograph 1044



Photograph 1045



Photograph 1046



Photograph 1047



Photograph 1048



Photograph 1049



Photograph 1050



Photograph 1051



Photograph 1052



Photograph 1053



Photograph 1054



Photograph 1055



Photograph 1056



Photograph 1057



Photograph 1058



Photograph 1059



Photograph 1060



Photograph 1061



Photograph 1062



Photograph 1063



Photograph 1064



Photograph 1065



Photograph 1066



Photograph 1067



Photograph 1068



Photograph 1069



Photograph 1070



Photograph 1071



Photograph 1072



Photograph 1073



Photograph 1074



Photograph 1075



Photograph 1076



Photograph 1077



Photograph 1078



Photograph 1079



Photograph 1080



Photograph 1081



Photograph 1082



Photograph 1083



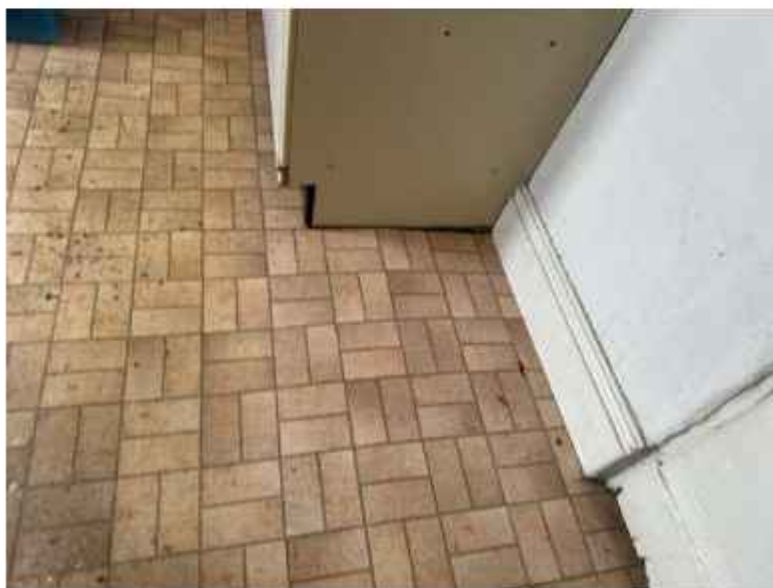
Photograph 1084



Photograph 1085



Photograph 1086



Photograph 1087



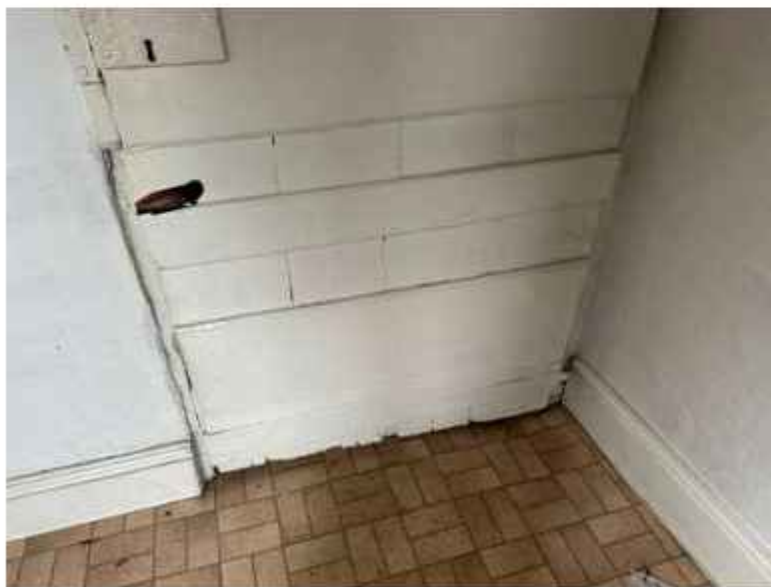
Photograph 1088



Photograph 1089



Photograph 1090



Photograph 1091



Photograph 1092



Photograph 1093



Photograph 1094



Photograph 1095



Photograph 1096



Photograph 1097



Photograph 1098



Photograph 1099



Photograph 1100



Photograph 1101



Photograph 1102



Photograph 1103



Photograph 1104



Photograph 1105



Photograph 1106



Photograph 1107



Photograph 1108



Photograph 1109



Photograph 1110



Photograph 1111



Photograph 1112



Photograph 1113



Photograph 1114



Photograph 1115



Photograph 1116



Photograph 1117



Photograph 1118



Photograph 1119



Photograph 1120



Photograph 1121



Photograph 1122



Photograph 1123



Photograph 1124



Photograph 1125



Photograph 1126



Photograph 1127



Photograph 1128



Photograph 1129



Photograph 1130



Photograph 1131



Photograph 1132



Photograph 1133



Photograph 1134



Photograph 1135



Photograph 1136



Photograph 1137



Photograph 1138



Photograph 1139



Photograph 1140



Photograph 1141



Photograph 1142



Photograph 1143



Photograph 1144



Photograph 1145



Photograph 1146



Photograph 1147



Photograph 1148



Photograph 1149



Photograph 1150



Photograph 1151



Photograph 1152



Photograph 1153



Photograph 1154



Photograph 1155



Photograph 1156



Photograph 1157



Photograph 1158



Photograph 1159



Photograph 1160



Photograph 1161



Photograph 1162



Photograph 1163



Photograph 1164



Photograph 1165



Photograph 1166



Photograph 1167



Photograph 1168



Photograph 1169



Photograph 1170



Photograph 1171



Photograph 1172



Photograph 1173



Photograph 1174



Photograph 1175



Photograph 1176



Photograph 1177



Photograph 1178



Photograph 1179



Photograph 1180



Photograph 1181



Photograph 1182



Photograph 1183



Photograph 1184



Photograph 1185



Photograph 1186



Photograph 1187



Photograph 1188



Photograph 1189



Photograph 1190



Photograph 1191



Photograph 1192



Photograph 1193



Photograph 1194



Photograph 1195



Photograph 1196



Photograph 1197



Photograph 1198



Photograph 1199



Photograph 1200



Photograph 1201



Photograph 1202



Photograph 1203



Photograph 1204



Photograph 1205



Photograph 1206



Photograph 1207



Photograph 1208



Photograph 1209



Photograph 1210



Photograph 1211



Photograph 1212



Photograph 1213



Photograph 1214



Photograph 1215



Photograph 1216



Photograph 1217



Photograph 1218



Photograph 1219



Photograph 1220



Photograph 1221



Photograph 1222



Photograph 1223



Photograph 1224



Photograph 1225



Photograph 1226



Photograph 1227



Photograph 1228



Photograph 1229



Photograph 1230



Photograph 1231



Photograph 1232



Photograph 1233



Photograph 1234



Photograph 1235



Photograph 1236



Photograph 1237



Photograph 1238



Photograph 1239



Photograph 1240



Photograph 1241



Photograph 1242



Photograph 1243



Photograph 1244



Photograph 1245



Photograph 1246



Photograph 1247



Photograph 1248



Photograph 1249



Photograph 1250



Photograph 1251



Photograph 1252



Photograph 1253



Photograph 1254



Photograph 1255



Photograph 1256



Photograph 1257



Photograph 1258



Photograph 1259



Photograph 1260



Photograph 1261



Photograph 1262



Photograph 1263



Photograph 1264



Photograph 1265



Photograph 1266



Photograph 1267



Photograph 1268



Photograph 1269



Photograph 1270



Photograph 1271



Photograph 1272



Photograph 1273



Photograph 1274



Photograph 1275



Photograph 1276



Photograph 1277



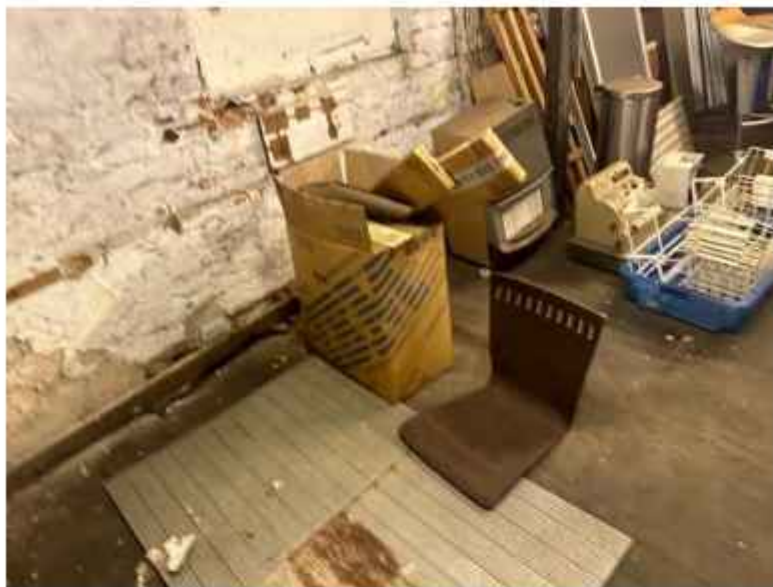
Photograph 1278



Photograph 1279



Photograph 1280



Photograph 1281



Photograph 1282



Photograph 1283



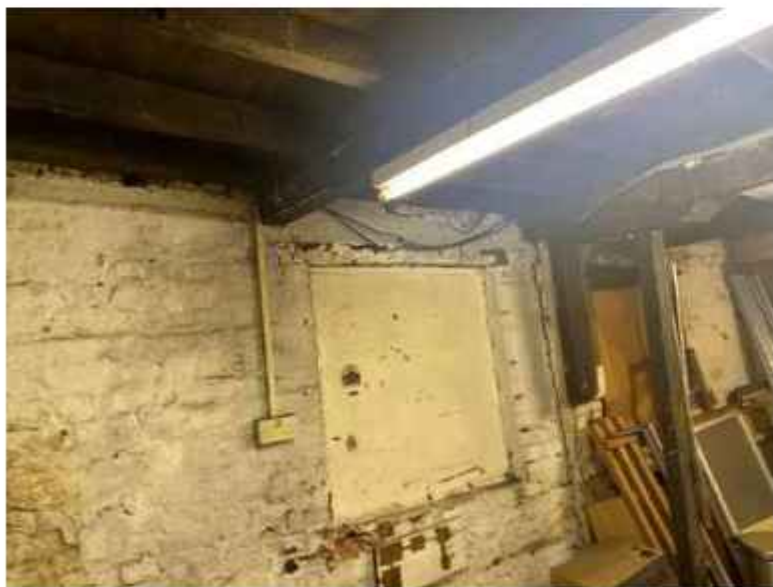
Photograph 1284



Photograph 1285



Photograph 1286



Photograph 1287



Photograph 1288



Photograph 1289



Photograph 1290



Photograph 1291



Photograph 1292



Photograph 1293



Photograph 1294



Photograph 1295



Photograph 1296



Photograph 1297



Photograph 1298



Photograph 1299



Photograph 1300



Photograph 1301



Photograph 1302



Photograph 1303



Photograph 1304



Photograph 1305



Photograph 1306



Photograph 1307



Photograph 1308



Photograph 1309



Photograph 1310



Photograph 1311



Photograph 1312



Photograph 1313



Photograph 1314



Photograph 1315



Photograph 1316



Photograph 1317



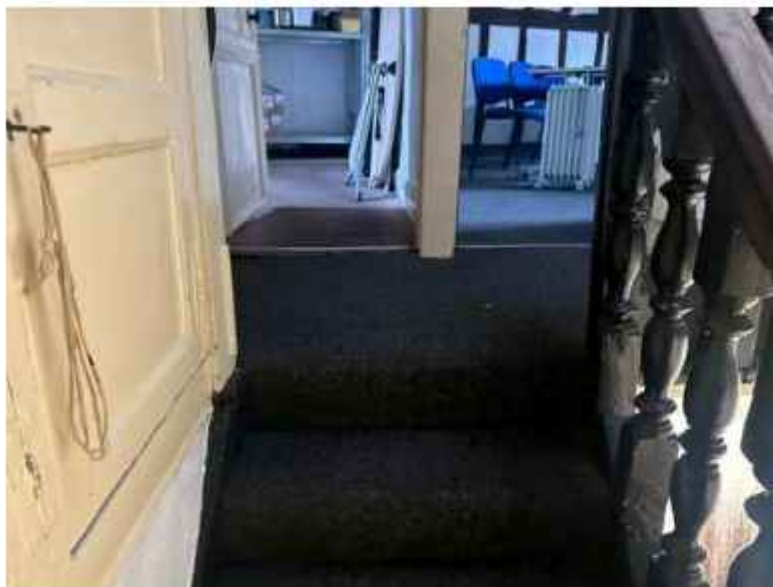
Photograph 1318



Photograph 1319



Photograph 1320



Photograph 1321



Photograph 1322



Photograph 1323



Photograph 1324



Photograph 1325



Photograph 1326



Photograph 1327



Photograph 1328



Photograph 1329



Photograph 1330



Photograph 1331



Photograph 1332



Photograph 1333



Photograph 1334



Photograph 1335



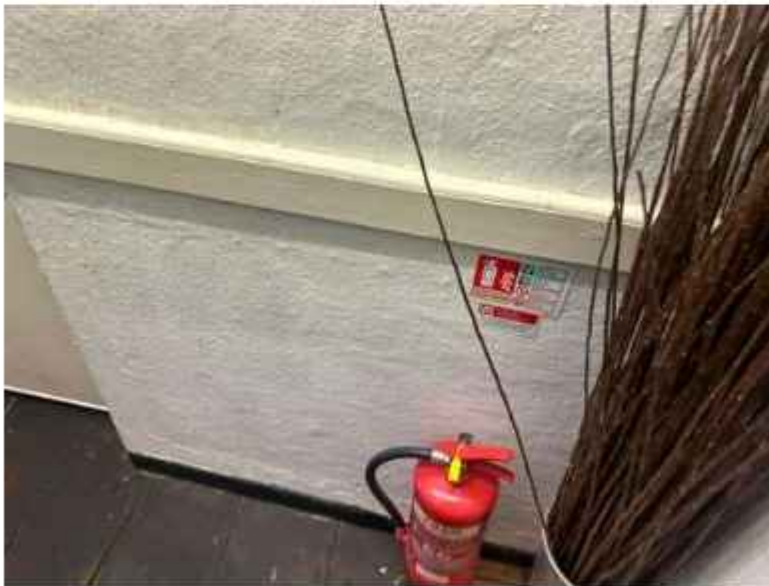
Photograph 1336



Photograph 1337



Photograph 1338



Photograph 1339



Photograph 1340



Photograph 1341



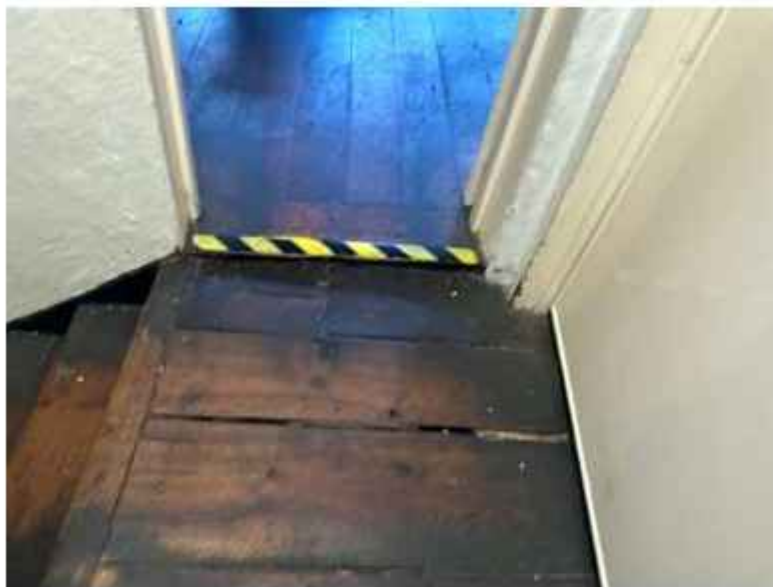
Photograph 1342



Photograph 1343



Photograph 1344



Photograph 1345



Photograph 1346



Photograph 1347



Photograph 1348



Photograph 1349



Photograph 1350



Photograph 1351



Photograph 1352



Photograph 1353



Photograph 1354



Photograph 1355



Photograph 1356



Photograph 1357



Photograph 1358



Photograph 1359



Photograph 1360



Photograph 1361



Photograph 1362



Photograph 1363



Photograph 1364



Photograph 1365



Photograph 1366



Photograph 1367



Photograph 1368



Photograph 1369



Photograph 1370



Photograph 1371



Photograph 1372



Photograph 1373



Photograph 1374



Photograph 1375



Photograph 1376



Photograph 1377



Photograph 1378



Photograph 1379



Photograph 1380



Photograph 1381



Photograph 1382



Photograph 1383



Photograph 1384



Photograph 1385



Photograph 1386



Photograph 1387



Photograph 1388