

DATED

30TH NOVEMBER

2012

COVENTRY HEALTH LIMITED

-and-

ANOOP SINGH DEOL and MANVINDERJIT KAUR DEOL

LEASE

**being part of Dental Premises at Holbrooks Health Team,
75-77 Wheelwright Lane, Holbrooks, Coventry**

Alsters Kelley
Solicitors
Hamilton House
20-26 Hamilton Terrace
LEAMINGTON SPA
CV32 4LY

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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

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

None

LR11. Easements

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

See clause 2.1 and schedule 3

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

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

The Tenant is more than one person. They are to hold the Property on trust in accordance with the provisions of any partnership agreement or deed between them

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ADDITIONAL PARTICULARS

Internal Demise	Yes
Break Clause	None
Rent Commencement Date	30 TH NOVEMBER 2012
Initial Rent	£87,016.50 per annum
Rent Payment Dates	25 March, 24 June, 29 September and 25 December
Rent Review Frequency	Every 3rd anniversary
Repairing Obligation	Good and substantial
1954 Act	Applies
1995 Act	Applies
Assignment	Permitted with Consent
Underletting of Whole	Permitted with Consent
Underletting of Part	Permitted with Consent
Interest Rate on late payment	4% above The Royal Bank of Scotland plc Base Rate
Interest Rate on late rent review	The Royal Bank of Scotland plc Base Rate
Service Charge Percentage	27.45 %

THIS LEASE is made on the date and between the parties stated in the Land Registry Prescribed Clauses

1 Definitions, Interpretation and Miscellaneous Provisions

1.1 Definitions

- (a) **“Authority”** means any statutory, public, local or other authority or any court of law or any government department or any of them or any of their duly authorised officers;
- (b) **“Basic Rent”** means £87,016.50 per annum as from time to time reviewed under schedule 5;
- (c) **“Building”** means the Buildings known as Holbrooks Health Team, Wheelwright Lane, Holbrooks, Coventry shown edged green on the Site Plan and every part of them and everything attached to them or used for their benefit or such other area of a greater or lesser extent as the Landlord and the Tenant may agree in writing from time to time;
- (d) **“CDM Regulations”** means the Construction (Design and Management) Regulations 2007;
- (e) **“Car Park”** means the car park spaces at the Building shown on the Site Plan;
- (f) **“Common Parts”** means:
 - (i) all parts of the Site (including for the avoidance of doubt all those areas forming part of the Building shown coloured green on Property Plan 1 and Property Plan 2, blue and grey on Property Plan 3 and grey on Property Plan 4) from time to time provided or created for the common use of the tenants or occupiers of the Building and their visitors including (without limitation) any means of vehicular and pedestrian accesses, passages, stairways, circulation areas, lifts, landscaped areas, art features, canopies, signage, toilet facilities, kitchen facilities, meeting room facilities, laundry room facilities, refuse collection and disposal areas and common parking areas; and

- (ii) all other parts of the Site(except for the Lettable Areas) the Service Media and the Plant in the Site(except where they form part of any Lettable Areas);
- (g) **“Connected Person”** means any person firm or company which is connected with the Tenant for the purposes of section 839 Income and Corporation Taxes Act 1988;
- (h) **“Consent”** means an approval, permission, authority, licence or other relevant form of approval given by the Landlord in writing;
- (i) **“Determination”** means the end of the Term however that occurs;
- (j) **“Enactment”** means:
 - (i) any Act of Parliament; and
 - (ii) any European Union legislation or decree or other supranational legislation or decree having effect as law in the United Kingdomand references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order, instrument, plan, regulation, permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it;
- (k) **“Environment”** includes the ambient air, land surface or sub strata, any surface water or ground water, whether or not on, over, under or within the Property;
- (l) **“Environmental Laws”** means any Enactments relating to the protection of the Environment or the control of environmental hazards and pollution including laws relating to the Release or threatened Release of Hazardous Material into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Hazardous Material;
- (m) **“Environmental Liabilities”** means any liabilities, responsibilities, claims, losses, costs including remedial, removal, abatement, clean up, investigative

and all monitoring costs and other related costs and expenses, damages, settlements, claims, expenses, penalties, fines, legal fees and costs which are incurred by, asserted against or imposed upon the Landlord as a result of or in connection with:

- (i) any violation of or non-compliance with Environmental Laws including the failure to procure or violation of any permit or licence required by any Environmental Laws;
 - (ii) any Remedial Action;
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- (n) **“Group Company”** means any company of which the Tenant or the Landlord (as the case may be) is a Subsidiary or which has the same Holding Company as the Tenant or the Landlord (as the case may be) where Subsidiary and Holding Company have the meanings given to them by section 736 Companies Act 1985;
 - (o) **“Guarantor”** means the party (if any) so named in clause LR3 or any person who is required to give a covenant to the Landlord as the assignee’s guarantor in an authorised guarantee agreement for so long as each of those persons remain bound by the covenants on their part in this Lease or the authorised guarantee agreement;
 - (p) **“Hazardous Material”** means any substance known or reasonably believed to be harmful to human health or the Environment and for that reason subject to Environmental Laws;
 - (q) **“Interest Rate”** means four percent above the base rate from time to time of The Royal Bank of Scotland plc or such other bank being a UK shareholder in CHAPS Clearing Co. Limited as the Landlord may from time to time nominate or if no such base rate can be ascertained then four percent above such other rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis and compounded on the Payment Days;
 - (r) **“Landlord”** means the party so named in clause LR3 and includes the immediate reversioner to this Lease from time to time;

- (s) **“Land Registry Prescribed Clauses”** means the clauses numbered LR1 to LR14 (inclusive) at the front of this lease and references to clause with an ‘LR’ prefix shall be interpreted accordingly;
- (t) **“Lease”** means this lease and includes where relevant any deed of variation, licence, Consent or other document supplemental to or associated with this Lease;
- (u) **“Legal Obligation”** means any obligation from time to time created by any Enactment or Authority which relates to the Property or the Building or the Site or its use and includes without limitation obligations imposed by the Planning Acts or as a condition of any Necessary Consents;
- (v) **“Lettable Area”** means any part of the Building (including the Property) designed or intended for letting or exclusive occupation (except in connection with the management of the Building) the boundaries of any Lettable Area being determined in the same manner as the boundaries of the Property under schedule 1;
- (w) **“Main Structure”** means the foundation, floor slabs, floors, load bearing walls, columns, beams, steel frames and roofs of the Building but not the floor screed or floor coverings, plaster or wall coverings where they are comprised in the Property and all Service Media (other than those situated in and exclusively serving the Property) and **“structural”** means anything appertaining to the Main Structure;
- (x) **“Necessary Consents”** means planning permission and all other consents, licences, permissions and approvals whether of a public or private nature which shall be relevant in the context;
- (y) **“Outgoings”** means all rates, taxes, charges, duties, assessments, impositions and outgoings of any sort which are at any time during the Term payable by the owner or occupier of property and includes charges for electricity, gas, water, sewerage, telecommunications (including meter rentals connection and hire charges) and other services rendered to or consumed by the relevant property but excludes tax payable by the Landlord on the receipt of the Basic Rent or on

any dealings with its reversion to this Lease and input VAT suffered by the Landlord in respect of the Property or the Building;

- (z) **“Payment Days”** means 25th March 24th June 29th September and 25th December in each year;
- (aa) **“Permitted Use”** means use as a dental surgery or clinic or centre for the provision of dental services under the NHS;
- (bb) **“Planning Acts”** means every Enactment or regulation of any Authority from time to time in force in relation to town and country planning, development control and the use of land or buildings;
- (cc) **“Plant”** means all apparatus, plant, machinery and equipment from time to time in or on the Property or the Building or the Site including (without limitation) lifts, lift motors, hoists, shafts, generators, boilers, ducts, vents, pipes, cables and other items relating to ventilation, air conditioning, the provision of hot and cold water, heating, cooling, public address and closed circuit television systems, security systems, burglar and fire alarm, fire prevention or fire control, building management systems and window cleaning cradles or gantries;
- (dd) **“Property”** means the property being that part of the Building stated in clause LR4 and more fully described in schedule 1 and references to the Property shall include reference to any part of it;
- (ee) **“Property Plan 1”** and **“Property Plan 2”** and **“Property Plan 3”** and **“Property Plan 4”** means the plans so labelled and annexed hereto;
- (ff) **“Regulations”** means the regulations in paragraph 2 of Part III of schedule 7 and any others from time to time made by the Landlord varying them or in addition to or in substitution for them which the Landlord notifies to the Tenant and which it considers appropriate having regard to the principles of good estate management and which are for the benefit of the whole or substantially the whole of the occupiers of the Building provided that:
 - (i) in the event of there being any inconsistency between any new or varied

regulations and this Lease then the provisions of this Lease shall prevail;

- (ii) any varied or new regulations shall not materially prejudice the Tenant's beneficial use and occupation of the Property or the Rights;
- (gg) **"Release"** means any release, spillage, emission, leaking, pumping, injection, deposit, disposal, discharge, leeching or migration into the Environment or into or out of any property including the movement of Hazardous Material through the Environment;
- (hh) **"Remedial Action"** means all actions required to:
 - (i) clean up, remove, treat or in any other way adjust or manage Hazardous Material in the Environment;
 - (ii) prevent the Release of Hazardous Material so that it does not migrate or endanger or threaten to endanger public health or welfare or the Environment;
 - (iii) perform pre-remedial studies and investigations and post-remedial monitoring and care;
- (ii) **"Rent"** means all sums reserved as rent by this Lease;
- (jj) **"Rent Commencement Date"** means; 30TH NOVEMBER 2012
- (kk) **"Reservations"** means the exceptions and reservations set out in schedule 3;
- (mm) **"Retained Parts"** means those parts of the Building shown coloured red on Property Plan 1 and Property Plan 2 and Property Plan 3
- (nn) **"Rights"** means the rights set out in schedule 2;
- (oo) **"Service Media"** means sewers, drains, pipes, wires, cables, ducts, gutters, fibres and any other medium for the passage or transmission of soil, water, gas, electricity, telecommunications, air, smoke, light, information or other matters and includes where relevant ancillary equipment and the other structures, plant, equipment and machinery from time to time in or on the Site or the Building or

the Property;

- (pp) “**Sign**” means any sign, hoarding, showcase, signboard, flag, flagpole, bill, plate, fascia, poster or advertisement;
- (qq) “**Site**” means the Building and external areas known as Holbrooks Health Team, Wheelwright Lane, Holbrooks, Coventry shown edged red on the Site Plan and every part of it and everything attached to it or used for its benefit or such other area of a greater or lesser extent as the Landlord and the Tenant may agree in writing from time to time
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- (rr) “**Site Plan**” means the plan so labelled and annexed hereto
- (ss) “**Tenant**” means the party so named in clause LR2 and includes its successors in title;
- (tt) “**Term**” means a term of years calculated from the Term Commencement Date and expiring on 22nd September, 2041 and includes any extension holding over or continuation of it whether by Enactment agreement or otherwise;
- (uu) “**Term Commencement Date**” means; 30th NOVEMBER 2012
- (vv) “**Title Matters**” means all rights, easements, privileges, restrictions, covenants or other matters affecting the Property including those referred to in the documents set out in schedule 4;
- (ww) “**VAT**” includes any future tax of a like nature and all references to an election by the Landlord to waive exemption under paragraph 2(1) of Schedule 10 to the Value Added Tax Act 1994 shall be deemed to include any such election made by a company in the same VAT group as the Landlord.

1.2 Interpretation

In this Lease:

- (a) words importing one gender include every gender;
- (b) words importing the singular include the plural and vice versa;

- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses and schedules are to the relevant clause in or schedule to this Lease;
- (e) references in any schedule to numbered paragraphs are to the numbered paragraphs of that schedule;
- (f) the headings to the clauses, schedules and paragraphs and the contents of the lease particulars are provided for convenience only and shall not affect the interpretation of this Lease;
- (g) where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;
- (h) any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any undertenant of that party or by any employee, servant, agent, invitee or licensee of that party;
- (i) where the Landlord covenants to do something it shall be deemed to fulfil that obligation if it procures that it is done;
- (j) any sum payable by one party to the other shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question and at the time when the sum in question is due to be paid;
- (k) any relevant perpetuity period shall be eighty years from the date of this Lease and shall apply to any rights granted or reserved over or in respect of anything which is not now in existence;
- (l) any reference to a particular plan in this Lease shall be to the relevant named plan so annexed;
- (m) the rights of the Landlord to have access to the Property are to be construed as

extending to any mortgagee of the Landlord and to all persons authorised by them;

- (n) any provisions of this Lease requiring the Tenant to obtain Consent are to be construed as first requiring (as a condition precedent) the consent or other approval of any mortgagee of the Landlord (where their consent or approval is required) and the Landlord shall not be considered to be unreasonably withholding or delaying Consent if the consent or approval of the mortgagee is withheld or delayed or is given subject to conditions and nothing in this Lease shall be construed to imply that any mortgagee are not to unreasonably withhold or delay any application for consent or approval;
- (o) unless this Lease states otherwise all sums payable to the Landlord are due on demand;
- (p) any part of the Property that faces onto any of the Common Parts shall be regarded as an external part of the Property notwithstanding that such Common Parts may be covered in and “exterior” and “external” shall be construed accordingly.

1.3 In this Lease:

(a) Compensation

Except to the extent that compensation may be payable by law, neither the Tenant nor any undertenant or any occupier of the Property shall be entitled to any compensation under any Enactment upon Determination.

(b) Landlord’s Liability

Except to the extent it may be liable by law, the Landlord shall not be liable to the Tenant or any undertenant or any servant, agent, licensee or invitee of them by reason of:

- (i) any act, neglect, default or omission of any of the tenants or owners or occupiers of any adjoining or neighbouring property (whether within the Building or not) or of any representative or employee of the

Landlord unless acting within the scope of the express authority of the Landlord; or

- (ii) the defective working, stoppage or breakage of or leakage or overflow from any Service Media or Plant which is beyond the reasonable control of the Landlord; or
- (iii) the obstruction by others of the Common Parts or the areas over which rights are granted by this Lease.

(c) Alterations

The Landlord shall be entitled to vary and make alterations to the Site and the Building and the Common Parts and to alter renew or replace any Service Media or Plant and to obstruct the access to the Property and the Common Parts while doing so but shall ensure that reasonable access to the Property is always available.

(d) No Planning Warranty

Nothing in this Lease shall imply or warrant that the Property may lawfully be used for the Permitted Use.

(e) Covenants

- (i) The Landlord and the Tenant shall not be liable to each other for breach of any covenant in this Lease to the extent that its performance or observance becomes impossible or illegal but subject to the other provisions of this Lease the Term and the Tenant's liability to pay the Rent shall not cease or be suspended for that reason.
- (ii) This Lease does not pass to the Tenant the benefit of or the right to enforce any covenants which now benefit or which may in the future benefit the reversion to this Lease and the Landlord shall be entitled in its sole discretion to waive, vary or release any such covenants.

(f) Approvals

The Landlord shall incur no liability to the Tenant or any undertenant or any predecessor in title of them by reason of any Consent given to or inspection made of any drawings plans specifications or works prepared or carried out by or on behalf of any of them nor shall any such approval or inspection in any way relieve the Tenant from its obligations under this Lease.

(g) Notices

Section 196 Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices to be served under this Lease.

(h) Disputes

Any dispute arising between the Tenant or any undertenant and any owner or occupier (other than the Landlord) of any other part of the Building as to any right or privilege or any party or other wall or otherwise shall (except where it relates to a matter of law) be determined on behalf of the Tenant or any undertenant by the Landlord or someone appointed by him and any such decision shall bind the Tenant or any undertenant who shall pay the cost of obtaining it.

(i) New Tenancy

- (i) This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.
- (ii) If the Landlord and the Tenant at any time agree in writing that the Tenant may defer payment of any sums due under this Lease then for the purposes of section 17 Landlord and Tenant (Covenants) Act 1995 those sums shall be deemed to be due for payment on the deferred date so agreed and not on the earlier date on which they would, but for that agreement, have fallen due.

(j) Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Lease shall confer or purport to confer on any third party any right to enforce or any benefit of any term of this Lease.

2 Demise and Rent

2.1 The Landlord demises the Property to the Tenant together with the Rights reserving to the Landlord the Reservations and subject to the Title Matters to hold them to the Tenant for the Term paying as Rent:

- (a) the Basic Rent to be paid yearly (and proportionately for any part of a year) by equal quarterly instalments in advance on the Payment Days (the first payment to be made on the date hereof for the period from the Rent Commencement Date to the next Payment Day); and
- (b) any other sums which are or may at any time become due from the Tenant to the Landlord under this Lease;

3 Tenant's Covenants

The Tenant covenants with the Landlord to observe and perform the covenants in schedule 7.

4 Landlord's Covenants

The Landlord covenants (whilst the reversion immediately expectant upon this Lease is vested in it) with the Tenant to observe and perform the covenants in schedule 8.

5 Re-Entry

5.1 "Relevant Event" means when:

- (a) the whole or part of the Rent or any other sums payable under this Lease remain unpaid twenty-one days after becoming due (whether formally demanded or not); or
- (b) any of the Tenant's or the Guarantor's covenants in this Lease are not

performed or observed; or

- (c) the Tenant or the Guarantor (or if there is more than one Tenant or Guarantor then if any one of them):
 - (i) is the subject of any judgement or order made against it or any distress, execution or any other similar process is levied on any goods in the Property which is not complied with within seven days; or
 - (ii) becomes Insolvent; or
 - (iii) dies or is dissolved or is removed from the Register of Companies or otherwise ceases to exist; or
- (d) any event occurs or proceedings are taken against the Tenant or the Guarantor in any jurisdiction which has an effect equivalent or similar to any of the events mentioned in this clause.

5.2 "Insolvent" means:

- (a) in the case of a corporate Tenant or Guarantor (including for the avoidance of doubt a limited company or a limited liability partnership) if it:
 - (i) is the subject of a petition presented or an order made (or a resolution passed) or analogous proceedings are taken for appointing a liquidator of or winding up such company (except for the purpose of and followed within four months by an amalgamation or reconstruction which does not involve or arise out of insolvency or give rise to a reduction in capital and which is on terms for which the Landlord has given Consent); or
 - (ii) is the subject of an application, notice of intention or other step to appoint an administrator or an administrator is appointed in respect of such company; or
 - (iii) has an encumbrancer take possession or any such person exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking,

property, assets or revenues of such company; or

- (iv) stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or makes a proposal for a voluntary arrangement under Part I Insolvency Act 1986 or makes an application under section 425 Companies Act 1985; or
- (v) is unable to pay its debts within the meaning of section 123 Insolvency Act 1986;

(b) in the case of an individual if such person:

- (i) is the subject of a bankruptcy petition or bankruptcy order; or
- (ii) convenes a meeting of his creditors or any of them or enters into any arrangement, scheme, compromise or moratorium or composition with his creditors (whether pursuant to Part VIII Insolvency Act 1986 or otherwise); or
- (iii) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986; or
- (iv) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986; or
- (v) has a receiver appointed.

5.3 If any Relevant Event shall occur then the Landlord may at any time (and notwithstanding any waiver of any previous right of re-entry) re-enter the Property or any part in the name of the whole at which time this Lease shall immediately determine but without prejudice to any other rights or powers of the Landlord in respect of any previous breach of this Lease.

6 Registration of Lease at Land Registry

6.1 The Tenant shall promptly:

- (a) (but not before the end of the period referred to in clause 6.2) apply to the Land

Registry for registration of this Lease; and

- (b) supply to the Landlord's solicitors a copy of the title information document and official copies of the register and title plan issued by the Land Registry on completion of that application.

6.2 The Tenant shall submit to the Land Registry with its own application for registration any application by the Landlord for the registration of the Reservations provided the Landlord's application is delivered (with a cheque for the appropriate fee) to the Tenant or its solicitors within 7 days after completion of this Lease.

6.3 On Determination the Tenant shall immediately apply to the Land Registry for the title to this Lease to be closed and all entries in respect of it removed from the register.

6.4 The Landlord shall not be liable to the Tenant for any loss or damage suffered by the Tenant or any costs incurred as a result of the Tenant's failure to register this Lease or any of the Rights at the Land Registry.

IN WITNESS of which this Lease has been executed by the parties as a Deed and delivered on the date stated in clause LR1

Schedule 1

The Property

The property stated in clause LR4 coloured yellow on Property Plan 1 including (for the avoidance of doubt):

- 1 all Service Media and Plant exclusively serving the Property up to the point of connection with the common or public system;
- 2 all landlord's fixtures and fittings;
- 3 all improvements, alterations and additions;
- 4 the floors (but not the floor slabs), screed, plaster and other finishes coverings and carpets on the floors;
- 5 the interior finishes (including the plaster, paint, paper or any other coverings) from the upper side of the floor slab immediately below the Property to the underside of the floor or roof slab immediately above the Property but including any voids between the false ceilings and the ceiling slab above the Property and any voids between any suspended floor and the floor slab below the Property;
- 6 all non load bearing walls and columns wholly within the Property and the interior one half (including the finishes on them) of the thickness of such walls dividing the Property from any other parts of the Building;
- 7 all doors and windows whether internal or external and their frames, glass and fittings

but excluding:

- 8 the Main Structure;
- 9 all Service Media and Plant within the Property serving any other part of the Site;
- 10 all tenant's and trade fixtures and fittings;
- 11 the airspace above the Property (if and);
- 12 the Plant.

Schedule 2

The Rights

1 Access

1.1 The right of access to the Property:

(a) at all times on foot only over the footpaths, passageways, halls, stairways and other pedestrian parts designed for this purpose forming part of the Common Parts; and

(b) at all times with or without appropriate vehicles over the roadways designed for this purpose forming part of the Common Parts

for all reasonable and proper purposes in connection with the Tenant's use of the Property.

2 Common Parts

The right at all times to use the Common Parts shown coloured green on Property Plan 1 and Property Plan 2 for the purpose and in the manner for which they are designed.

3 Service Media

The right to use all Service Media and Plant not forming part of the Property from time to time serving the Property or provided within the perpetuity period for the benefit of the Property.

4 Support

The right of support and protection for the Property from those parts of the Building designed to provide it.

5 Parking

The right at all times to park not more than 15 private motor vehicles in such parking spaces within the Car Park as the Landlord may from time to time by written notice to the Tenant reasonably designate.

6 Access to Carry out Works

6.1 Where the works referred to in this paragraph cannot reasonably be carried out from the Property, the right to enter upon those parts of the Common Parts that are reasonably required for such purpose with or without workmen and such necessary plant and materials for the purpose of inspecting, repairing, maintaining and cleaning the Property and otherwise so as to comply with the Tenant's obligations in this Lease subject to the Tenant:

- (a) obtaining Consent which is not to be unreasonably withheld or delayed where the Tenant agrees to the Landlord's reasonable requirements to minimise any disturbance and/or inconvenience to the Landlord and/or the other occupiers of the Building and in relation to a timetable for the commencement and carrying out of the works;
- (b) acting expeditiously; and
- (c) causing as little damage as possible and making good all damage and other losses caused as soon as reasonably practicable to the Landlord's reasonable satisfaction.

7 Signage

7.1 To display a non-illuminated, non-moving sign at the entrance to the Property showing the name or trading name of the Tenant or any permitted occupier and of a size and in a style for which the Landlord has given Consent (not to be unreasonably withheld or delayed).

7.2 Subject to the Tenant meeting the proper costs of doing so, to have the name of the Tenant or any permitted occupier displayed (in such position as the Landlord may reasonably determine) on any communal signboard at the Building maintained by the Landlord for the benefit of all the occupiers of the Building.

8 Extent of Rights

8.1 All of the above rights:

- (a) are granted only to the extent the Landlord has the power to grant them;

- (b) are not granted exclusively to the Tenant but in common with the Landlord any other tenants and occupiers of the Building and any other persons authorised by them;
- (c) may be temporarily interrupted, suspended, diverted or varied for the purposes of any works of maintenance, repair or alteration;
- (d) shall be exercised by the Tenant in accordance with the Regulations; and
- (e) are definitive.

8.2 Nothing contained or referred to in this Lease will confer or grant to the Tenant any other right, quasi-right, easement, quasi-easement or privilege not specifically mentioned in this Lease and the parties agree that section 62 Law of Property Act 1925 will not apply to this Lease.

Schedule 3

The Reservations

1 Works

The right to carry out works to the Site and to use them in whatever manner may be desired and to consent to others doing so whether or not in each case the access of light and air to the Property or any other amenity from time to time enjoyed by them shall be affected.

2 Services

The right to the free passage and running of water, sewage, gas, electricity, telephones and other services or supplies from and to any other parts of the Building and in and through the Service Media which now are or may during the Term be in on over or under the Property.

3 Service Media

The right to construct, install, affix and to maintain in, on, over or under the Property at any time during the Term any Service Media or Plant for the benefit of any part of the Building.

4 Access

4.1 The right upon reasonable prior notice to the Tenant (and without notice in emergency) to enter (or in the case of emergency to break and enter) and remain on the Property with or without workmen, tools, appliances, scaffolding and materials for the purposes of:

- (a) installing, inspecting, repairing, renewing, reinstalling, cleaning, maintaining, removing or connecting up to any Service Media or Plant;
- (b) inspecting, cleaning, altering, repairing, maintaining, renewing, demolishing or rebuilding any part of the Site;
- (c) carrying out works under schedule 9;

- (d) complying with the Landlord's obligations under this Lease or with any other Legal Obligation of the Landlord;
 - (e) inspecting the condition and state of repair of the Property;
 - (f) taking schedules or inventories of fixtures and fittings and other items to be yielded up on the expiry of the Term;
 - (g) exercising any of the rights granted to the Landlord under this Lease;
 - (h) remedying any breach of the Tenant's obligations under this Lease;
-
- (i) carrying out any inspection of the Property prior to any review of the Basic Rent pursuant to the provisions of schedule 5 or to comply with the requirements of the Insurers (whether for valuation purposes or otherwise); or
 - (j) affixing on the exterior of the Property notices for the sale of the Landlord's interest in the Site or (in the last year of the Term) the re-letting of the Property (so long as such notices do not create a material obstruction to the access of light and air to the Property) and viewing the Property with prospective purchasers and tenants

the person entering causing as little damage and inconvenience as reasonably possible and making good at its expense any damage caused to the Property by its entry to the Tenant's reasonable satisfaction.

5 Scaffolding

The right to erect scaffolding for any purpose connected with or related to the Site notwithstanding that such scaffolding may temporarily restrict the access or the passage of light to or the use and enjoyment of the Property.

6 Support

The rights of light, air, support, protection, shelter and all other easements and rights now or at any time during the Term belonging to or enjoyed by any other parts of the Site.

7 Light

The right at any time to alter the layout of the Site and to erect, build, rebuild and/or alter as the Landlord may think fit any buildings within or on the Site notwithstanding that it may obstruct, affect or interfere with the amenity of or access to the Property or the passage of light and air to the Property and the right to build into the Property and to affix lights, signs and other things and wires and cables leading to them on the exterior of the Property.

8 Emergency Escape

The right to use or pass along any fire escapes within the Property.

9 Superior Title

The rights reserved in the Title Matters.

10 Extent of Reservations

These rights are reserved for the Landlord any mortgagee and all others from time to time authorised by them or otherwise entitled and without any liability (except where damage is caused to the Property in the exercise of these rights) to pay compensation.

Schedule 4

Title Matters

The matters contained or referred to in the Landlord's title to the Site so far as they are still subsisting and affect the Property

Schedule 5

Rent Review

1 Definitions

1.1 "Assumptions" means the following whether or not the same are facts:

- (a) there has been a reasonable period in which to negotiate the terms of the letting taking into account the nature of the Property and the state of the market;
- (b) no account will be taken of any additional rent which might be offered by a prospective tenant with a special interest;
- (c) all the covenants contained in this Lease have been complied with;
- (d) if the Property or the Site or any access or essential services to them have been destroyed or damaged they have been fully restored;
- (e) the Property complies with all Legal Obligations and all consents and licences required are in force and the willing tenant may lawfully use the Property for the purposes permitted by this Lease and for any other purpose to which the Landlord has given its consent;
- (f) (in the case of paragraph 2 of this Schedule) the willing tenant has received whatever Rent Allowances may at the time be usual for the purposes of its fitting out;
- (g) the Property has been fitted out by and at the expense of the Landlord immediately prior to the relevant Review Date in accordance with the annexed specification marked "Landlord's Fitting Out Works"; and
- (h) the cost of installing the Tenant's Works over and above the Landlord's fitting out works referred to in the above sub-paragraph was paid for by the Tenant;

1.2 “Disregards” means the following whether or not the same are facts:

- (a) any effect on rent of the fact that the Tenant, any undertenant or any of their respective predecessors in title has been or is in occupation of the Property;
- (b) any goodwill attached to the Property by reason of the carrying on of the business of the Tenant, any undertenant or their respective predecessors in title;
- (c) any effect on rent of any improvement to the Property which:
 - (i) was carried out by and at the expense of the Tenant or a permitted undertenant or any of their respective predecessors in title;
 - (ii) was not carried out pursuant to an obligation to the Landlord or its predecessors in title;
 - (iii) was carried out with the consent of the Landlord (where required under this Lease);
 - (iv) was carried out and completed during the Term or during any period of occupation immediately before the start of the Term under a licence or agreement for lease; and
 - (v) cannot give rise to any liability on the part of the Landlord to pay compensation;
- (d) any work carried out to the Property which diminishes the rental value of the Property at the relevant Review Date;
- (e) any actual or potential obligation on the Tenant or any undertenant to reinstate any alterations or additions made to the Property; and
- (f) any temporary works of construction demolition alteration or repair being carried out at or near the Property;

1.3 “Hypothetical Term” means a term of 15 years or the residue of the Term remaining at the relevant Review Date (if longer) commencing on the relevant Review Date;

1.4 **“Market Rent”** means the best clear annual rent which might reasonably be expected to be paid for a Review Lease after:

- (a) the expiry or payment of any Rent Allowance;
- (b) making the Assumptions; and
- (c) allowing for the Disregards;

1.5 **“President”** means the President from time to time of the Royal Institution of Chartered Surveyors or any person authorised at the relevant time to act on his behalf;

1.6 **“Proposed Rental”** means the Landlord’s proposed market rent for the Property for the period from the relevant Review Date to the next Review Date;

1.7 **“Rent Allowance”** means any rent free period or period of reduced or concessionary rent or any capital payment or other inducement which might be given or allowed to the willing tenant or reasonably expected to be given or allowed to reflect the period reasonably required by the willing tenant to fit out the Property in accordance with open market practice current at the relevant Review Date;

1.8 **“Rent Restrictions”** means any Enactment which restricts the right of the Landlord to review the Basic Rent or to recover any rent or other sums under this Lease;

1.9 **“Rent Review Surveyor”** means the person appointed under paragraphs 4, 5.2 or 8 to determine the Basic Rent on a Review Date;

1.10 **“Review Date”** means 23rd September, 2014 and the same day and month in every third year after that date and any date on which any Rent Restrictions in force on a previous Review Date are repealed or modified so as to be less restrictive (and “relevant Review Date” shall be construed accordingly)

1.11 **“Review Lease”** means a lease granted:

- (a) in the open market;
- (b) by a willing landlord to a willing tenant;
- (c) on the relevant Review Date;

- (d) with vacant possession of the whole of the Property;
- (e) without the willing landlord receiving a fine or premium;
- (f) for the Hypothetical Term; and
- (g) upon the same terms as this Lease (including the provisions for rent review) but not:
 - (i) the amount of the Basic Rent; and
 - (ii) any Rent Allowance actually given to the Tenant in relation to this Lease;

2 Rent Review

On each Review Date the Basic Rent shall be reviewed and the Basic Rent payable until the next Review Date shall be the higher of:

- (a) the Basic Rent payable immediately prior to the relevant Review Date; and
- (b) the Market Rent on the relevant Review Date

3 Failure to Agree

The Landlord and the Tenant shall seek to agree the Market Rent payable from each relevant Review Date but if they have not agreed it by the date three months before the relevant Review Date then (subject to paragraph 8) either party may require the matter to be determined by the Rent Review Surveyor.

4 Rent Review Surveyor

The Rent Review Surveyor shall be an independent professionally qualified chartered surveyor or valuer experienced in valuing and leasing property similar to the Property in the area in which they are situate and with the Red Book and rental reimbursement and shall be previously agreed upon between the Landlord and the Tenant or in the absence of such agreement prior to the date one month before the relevant Review Date nominated on the application of either the Landlord or the Tenant by the President.

5 Expert

5.1 The Rent Review Surveyor shall act as an independent expert who shall:

- (a) allow the parties a reasonable opportunity of making one set of written representations and one set of written counter-representations to him;
- (b) take those representations and counter-representations into account; and
- (c) give written reasons for his determination

and who may take advice from the District Valuer (or its successor in this regard)

5.2 If the Rent Review Surveyor acts as an expert and dies or becomes unwilling to act or becomes incapable of acting the President may upon the application of either the Landlord or the Tenant discharge him and appoint another Rent Review Surveyor to act in his place and in the same capacity and this shall be repeated as many times as the circumstances may require.

6 Costs

The award of the Rent Review Surveyor shall be binding on the parties and the costs of the reference to him and of his determination including his own fees and expenses and the legal and other costs of the parties shall lie in his award but failing such award his costs shall be borne equally by the parties who shall each bear their own costs.

7 Interim Provisions

If for any reason the revised Basic Rent is not agreed or determined until after the relevant Review Date the Tenant shall continue to pay the Basic Rent at the rate applicable immediately before that date and on the day seven days after the day on which the revised Basic Rent is finally agreed or determined the Tenant shall pay the amount of any increase for the period from and including the relevant Review Date up to the Payment Day following that agreement or determination together with interest at four per cent below the Interest Rate on each part of that payment for the period on and from the date on which that part would have been payable had the revised Basic Rent been agreed before the Review Date up to the date on which payment was due.

8 Consolidation

If pursuant to the provisions of paragraph 5 the determination of the Market Rent is referred to the Rent Review Surveyor and if pursuant to the provisions for the review of the rent payable under any other Lettable Area or in any underlease of the Property the matter of the open market rent of such other Lettable Area or such underlease is already the subject of a referral to an independent third party then the Landlord may require that the Rent Review Surveyor to be appointed under this Lease shall be the same independent third party and that the determination of the Basic Rent under this Lease shall be consolidated with the reference made under any such other lease(s) and in that event the Tenant shall consent to such consolidation and shall do all such things as are necessary to give effect to such consolidation.

9 Memorandum of Review

Within twenty-eight days of the revised Basic Rent being agreed or determined a memorandum recording the revised Basic Rent or the fact that there is no increase shall be executed by the parties at their own cost and attached to this Lease and to the counterpart but that memorandum shall be regarded as evidential only and its absence shall not affect the liability of the Tenant to pay any revised Basic Rent.

10 Guarantor

The Guarantor shall not have the right to take part in any review of the Basic Rent under this schedule but shall be bound by it.

11 Time not of the Essence

Time is not of the essence for the purpose of this schedule.

Schedule 6

Insurance

1 Definitions

1.1 **“Insurance Charge”** means:

- (a) the Percentage (as defined in schedule 9) of the cost to the Landlord of effecting and maintaining for those elements of the Insurance Policy referred to in paragraphs 2.1(a) (b) and (c) of this Schedule; and
- (b) the total cost to the Landlord in effecting and maintaining that element of the Insurance Policy referred to in paragraph 2.1(d) of this Schedule ;

1.2 **“Insurance Policy”** means the insurance policy or policies maintained by the Landlord covering the insurances taken out pursuant to paragraph 2.1 of this Schedule;

1.3 **“Insured Risks”** means any of the following:

- (a) fire, storm, tempest, lightning, explosion, riot, civil commotion, malicious damage, impact, flood, bursting or overflowing of water tanks, burst pipes, discharge from sprinklers, aircraft and other aerial devices or articles dropped from them (other than war risks), earthquake, landslip, heave, subsidence, damage caused by Terrorist Activity; and
- (b) such other risks as the Landlord or any Landlord’s mortgagee may from time to time reasonably require to be covered;

1.4 **“Insurers”** means the underwriters or insurance office with whom the Insurance Policy is effected as determined by the Landlord from time to time;

1.5 **“Loss of Rent”** means loss of all rents or other payments due under this Lease due to damage or destruction by any of the Insured Risks for a maximum period of 3 years having regard to potential increases in those rents or other payments as a result of rent reviews or other matters which may occur;

1.6 **“Terrorist Activity”** means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or

influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

2 Landlord's Provisions

2.1 The Landlord shall effect and maintain the following insurances with the Insurers:

- (a) insurance against damage or destruction by the Insured Risks in a sum equal to the Landlord's reasonable estimate from time to time of the full reinstatement cost of the Site including:
 - (i) the cost of demolition shoring up and site clearance;
 - (ii) all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement; and
 - (iii) VAT on those amounts to the extent applicable and to the extent that the Landlord may not be able to recover the same from HM Revenue & Customs;
- (b) property owner's public liability insurance;
- (c) insurance against liability under the Defective Premises Act 1972 and any other Enactment in respect of which the Landlord requires insurance; and
- (d) Loss of Rent.

2.2 The Landlord shall not be obliged to insure under paragraph 2.1 of this Schedule if and to the extent that:

- (a) insurance is not generally available in the London insurance market on reasonable terms and at a reasonable cost; or
- (b) any normal excess exclusion or limitation imposed by the Insurers applies; or
- (c) the Insurance Policy has become void or voidable by reason of any act, neglect or default of the Tenant or any undertenant or any predecessor in title of either of them or any employee, servant, agent, licensee or invitee of any of them and the Tenant has not made good any moneys withheld; or

(d) the Tenant has failed to comply with paragraph 4.3(e) of this Schedule

and to that extent if any damage occurs by a risk which would otherwise be an Insured Risk but which is not actually insured against as a result of any of the above matters it shall not be treated as an Insured Risk.

2.3 The Landlord will at the reasonable request of the Tenant and upon payment of a reasonable administration charge produce a copy or full details of the Insurance Policy and evidence that it is in force.

2.4 The Landlord will use all reasonable endeavours to have the interest of the Tenant noted on the Insurance Policy but this obligation shall be deemed to be satisfied if the Insurance Policy contains a general provision deeming tenants' interests to be noted.

2.5 The Landlord will notify the Tenant in writing of any change in the Insurance Policy from time to time which is material to the Tenant.

2.6 If the Landlord receives any commissions or other benefits for effecting or maintaining the Insurance Policy it shall not be obliged to pass the benefit of them on to the Tenant.

2.7 If the Landlord is itself an insurance company it may self-insure in which case it shall be deemed to be doing so at its usual rates and on its usual terms for insuring a third party.

3 Reinstatement

3.1 If the Site is destroyed or damaged by the Insured Risks then save where the Landlord intends not to reinstate pursuant to subject to paragraph 7.1 of this Schedule the Landlord will use all reasonable endeavours to obtain all Necessary Consents required to reinstate it (but not so as to be obliged to appeal any refusal) as soon as reasonably practicable and if these are obtained and in force the Landlord will apply the insurance moneys received under the Insurance Policy other than Loss of Rent insurance in reinstating the damage with all reasonable speed and will to the extent that the sums are insufficient as a result of the Landlord's own act neglect or default make up the shortfall out of its own resources.

3.2 The Site need not be reinstated under paragraph 3.1 of this Schedule to the same state, appearance or layout as before or with the same materials used in its original construction but following any reinstatement the Property shall enjoy substantially the same rights and amenities as before.

3.3 If the Landlord is unable to carry out the reinstatement of the Site for any reason beyond its control it shall not be under any continuing obligation to do so and shall be entitled to retain for its own benefit all insurance moneys received or receivable under the Insurance Policy.

4 Tenant's Provisions

4.1 The Tenant shall pay the Insurance Charge to the Landlord on demand.

4.2 The Tenant shall pay to the Landlord on demand the Percentage of:

(a) any normal and proper excess which the Landlord is required to bear under any Insurance Policy;

(b) the reasonable and proper costs incurred by the Landlord in valuing the Site for insurance purposes at reasonable intervals; and

(c) the Landlord's reasonable and proper costs in administering and in preparing and making any claim under the Insurance Policy.

4.3 The Tenant covenants with the Landlord:

(a) not to do or fail to do anything which shall or may cause the Insurance Policy to be or become void or voidable or increase the premiums payable under it and shall pay on demand the whole of any increase in any premium arising from a breach of this provision;

(b) not to insure or maintain insurance of the Site or the Property against any of the Insured Risks and if in breach of this provision the Tenant shall pay any such sums it is entitled to receive under any such policies to the Landlord on demand;

- (c) to notify the Landlord of the incidence of any Insured Risk or any other matter which ought to be notified to the Insurers including disclosing any conviction, judgement or finding of any Authority relating to the Tenant or any director or other officer or major shareholder of the Tenant of such a nature as to be likely to affect the decision of the Insurers to put the Insurance Policy in place or renew it;
- (d) to comply with all the conditions of the Insurance Policy and all proper requirements of the Insurers notified to the Tenant in writing;
- (e) to notify the Landlord in writing of the value of any alterations additions or improvements which the Tenant or any undertenant proposes to make which may become landlord's fixtures before those works are commenced so as to enable the Landlord to arrange adequate cover for them;
- (f) to insure its own public and employer's liability in respect of the Property and to provide the Landlord upon request with reasonable evidence that the same is in force;
- (g) to effect and maintain insurance of any plate glass comprised in the Property against breakage in the full replacement cost of that plate glass and to produce to the Landlord on demand the policy of insurance and the receipt for the premium;
- (h) in the event of breakage of or damage to the plate glass to replace the plate glass immediately at its own cost.

5 Rent Cesser

5.1 If the Site is damaged or destroyed by any of the Insured Risks such that the Property is unfit for beneficial occupation and use or incapable of reasonable access then (unless paragraph 6 of this Schedule applies) the Basic Rent or a fair proportion according to the nature and extent of the damage in question shall be suspended until the earlier of:

- (a) the date 3 years after the date of such damage or destruction; and

(b) the date on which the Property is again fit for occupation and use or capable of reasonable access.

5.2 There shall be no rent cesser under this paragraph unless and until any arrears of Rent or any other sums due under this Lease have been paid by the Tenant to the Landlord in full.

6 Vitiation of Insurance

6.1 If:

- (a) the insurance money under the Insurance Policy is wholly or partly irrecoverable; or
- (b) where paragraph 2.7 of this Schedule applies such money would under the Landlord's usual terms of insurance be wholly or partly irrecoverable by reason of any act, neglect or default of the Tenant or any undertenant or any predecessor in title of either of them or any employee, servant, agent, licensee or invitee of any of them; or
- (c) the sum insured is inadequate as a result of a breach by the Tenant of paragraph 4.3(e) of this Schedule

then the Tenant shall before the Landlord becomes obliged under paragraph 3.1 of this Schedule to endeavour to obtain all Necessary Consents for reinstatement or to begin reinstatement pay to the Landlord the irrecoverable amount or the amount of such shortfall as the case may be.

6.2 In addition to any sum payable under paragraph 6.1 of this Schedule the Tenant shall pay interest at the Interest Rate on the relevant sum from the date on which that sum is due to the date of payment.

7 Determination

7.1 If paragraph 3.3 of this Schedule applies or if at any time during the last 3 years of the Term the Site is destroyed or damaged by any of the Insured Risks such that the Property is unfit for beneficial occupation and use or incapable of reasonable access and if the Landlord does not wish to reinstate the damage then the Landlord may

determine this Lease by giving not less than three months' notice at any time within six months after such damage or destruction occurring.

7.2 If the Site is otherwise destroyed or damaged by any of the Insured Risks such that the Property is unfit for occupation and use or incapable of reasonable access and if the Property is not made fit for occupation and use or capable of reasonable access within 3 years after that destruction or damage occurs then either the Landlord or the Tenant may by one month's written notice to the other served at any time after that date (but before the Property is again fit for occupation and use) determine this Lease.

7.3 If notice is served pursuant to paragraph 7.1 or 7.2 then upon such notice expiring:

(a) this Lease shall immediately determine but without prejudice to any right of action of either party in respect of any previous breach of this Lease by the other or to any obligation of the Tenant under paragraphs 4.2 or 6 and any sums payable under those paragraphs shall be paid on determination if they have not already become payable; and

(b) all moneys payable under the Insurance Policy or by the Tenant under paragraphs 4.2 or 6 shall be paid to and belong to the Landlord absolutely.

8 Arbitration

8.1 Any dispute under paragraphs 5, 6 or 7 shall be referred to the judgement of an arbitrator who shall be appointed and act pursuant to the provisions of the Arbitration Act 1996.

Schedule 7

Tenant's Covenants

Part I

Financial Provisions

1 Payments of Rents

1.1 To pay the Rent and all other sums due under this Lease in pounds sterling at the times and in the manner required by this Lease and without deduction or set-off whether legal or equitable and whether formally demanded or not.

1.2 To pay the Basic Rent by banker's standing order or direct debit if required by the Landlord.

2 To pay Outgoings

2.1 To pay and discharge all Outgoings relating to the Property at the times when they become due.

2.2 If at any time the Property is not separately assessed for any Outgoings to pay to the Landlord on demand a fair proportion of any assessment which includes the Property.

2.3 Not without Consent (which shall not be unreasonably withheld or delayed) to make any claim for relief in respect of any Outgoings where to do so might prejudice the Landlord's own actual or potential entitlement to relief then or in the future.

2.4 Not without Consent (which shall not be unreasonably withheld or delayed) to agree with the relevant Authority any rating or other assessment in respect of the Property but to consult with and have due regard to the representations of the Landlord in the negotiations for any such assessment or any appeal against any such assessment.

3 Costs

3.1 The Tenant shall pay to the Landlord on demand on a full indemnity basis all costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:

- (a) any application for Consent under this Lease whether or not Consent is refused on lawful grounds or the application is withdrawn;
 - (b) the preparation and service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court; and
 - (c) the preparation service and enforcement of any notice under paragraph 5 of Part II of this schedule or any schedule of dilapidations served during the Term or within six months after Determination.
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4 VAT

- 4.1 To pay any VAT properly chargeable in respect of any sum or consideration due to the Landlord under this Lease in addition to such sum or consideration and at the time when it is due to be paid.
- 4.2 Where the Tenant is obliged to pay or reimburse any expenditure incurred by the Landlord under this Lease to pay an amount equal to the VAT on that expenditure which the Landlord does not recover as an input.

5 Interest

- 5.1 If the Basic Rent or any part of it is not paid in cleared funds in the Landlord's hands on the date on which it is due or if any other sum due under this Lease is not paid within fourteen days after becoming due (whether or not demanded except where a demand is required by this Lease) to pay interest on the sum in question (before or after any Court Order) at the Interest Rate for the period from the date on which it became due until the date of actual payment.
- 5.2 If the Landlord refuses to accept the Basic Rent or any other sum due under this Lease because a Relevant Event has occurred and the Landlord does not wish to waive its rights under clause 5 the Tenant shall nevertheless pay interest under paragraph 5.1 of this schedule until the date on which the sum in question is accepted.

6 Indemnities

6.1 To be responsible for and keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims, taxes, levies or charges and liabilities made against or suffered by the Landlord caused by or in any way arising out of:

- (a) any act, omission or negligence of the Tenant or any person at the Property or in the Building or the Site expressly or impliedly with the Tenant's authority;
- (b) ~~any breach or non-observance by the Tenant of the covenants, conditions or other provisions in this Lease;~~
- (c) injury to any persons (including officers or servants of the Landlord) the infringement, disturbance or destruction of any right, easement or privilege and damage to property (movable or immovable) caused by or in any way arising out of the condition or use of the Property or anything kept within the Property or the carrying out of any work to the Property including any matters arising in respect of section 4 of the Defective Premises Act 1972; or
- (d) the Tenant's use or development of the Property.

6.2 If any payment made by the Tenant to the Landlord under this Lease by way of indemnity or on an indemnity basis ("**the initial payment**") is taxable in the Landlord's hands the sum payable shall be increased so that after payment of the tax on it the Landlord retains a net sum equal to the initial payment.

7 Shared Items

7.1 Except where such items fall to be payable within the Service Charge, the Tenant shall pay to or reimburse the Landlord a fair and proper proportion (as reasonably determined by the Landlord) on demand of the cost of providing repairing and maintaining any facilities or things which are used or shared with other property and if necessary the cost of rebuilding or replacing them.

8 To Remedy Breaches

8.1 The Tenant shall remedy any breach of its obligations under this Lease within such reasonable period as the Landlord may specify provided that if the Tenant shall fail to comply with such notice the Landlord may:

- (a) enter the Property (if necessary) and remedy the breach itself; and
 - (b) recover the cost of so doing on demand as a debt from the Tenant.
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Part II

Repairs, Alterations and Decoration

1 Repair

- 1.1 To keep the Property in good and substantial repair and condition and to the extent necessary to comply with such obligation to reinstate, rebuild or renew each part of it.
- 1.2 To keep all parts of the Property not built upon and any landscaped areas in a good and clean condition appropriately surfaced, free from weeds, properly cultivated, planted, mown and preserved in accordance with the standards of good estate management.
- 1.3 To keep all landlord's fixtures and fittings and the Service Media and Plant in and exclusively serving the Property properly maintained and in good working order and condition and in doing so to employ reputable contractors to regularly inspect and service them and to renew or replace them or any part as and when necessary with new ones of at least equal type and quality.

2 Decoration

- 2.1 In this paragraph "**Decorate**" means to carry out in a good and workmanlike manner and to a high standard in keeping with modern practice the preparation and decoration with good quality paint or other appropriate treatment or preservative and/or the cleaning, washing down, re-pointing and reinstating of all tiles and finishes of the Property and/or the papering and plastering of areas so decorated all to the Landlord's reasonable satisfaction and "**Decoration**" and "**Redecorate**" shall be construed accordingly.
- 2.2 To keep the interior of the Property Decorated and to Redecorate it not less than every 5 years and also in the last three months of the Term (having on the last occasion first obtained Consent to the colour scheme which Consent shall not be unreasonably withheld or delayed) provided that the Tenant shall not be obliged to Decorate the Property more than once in any period of 18 months.

3 Insured Risk

Paragraphs 1 and 2 shall not apply to the extent that any lack of repair or Decoration is caused by damage by an Insured Risk (unless paragraph 6 of schedule 6 applies).

4 Cleaning

4.1 To keep the Property and its curtilage and the Tenant's fixtures and fittings in a clean and tidy condition, free from rubbish and other articles.

4.2 To clean the inside of the glass of all windows comprised in the Property as often as reasonably necessary but in any event at least once in every month.

5 Tenant's Breach

5.1 If the Tenant is in breach of any of paragraphs 1-4 then in addition to any other rights which the Landlord may have:

(a) the Landlord may serve on the Tenant written notice specifying the breach in question; and

(b) the Tenant shall as soon as practicable after receipt of that notice and in any event within two months (or sooner in emergency) commence and proceed with all due speed to remedy the breach.

5.2 If the Tenant fails to comply with paragraph 5.1(b) the Landlord may enter the Property and carry out the relevant work and all costs incurred by the Landlord shall be a debt due from the Tenant to the Landlord which the Tenant shall pay on demand.

5.3 The Tenant shall give written notice to the Landlord immediately on becoming aware of:

(a) any damage to or destruction of the Property or the Building or the Site; or

(b) any defect or want of repair in the Property or the Building or the Site including (without limitation) any relevant defect within the meaning of section 4 Defective Premises Act 1972 which the Landlord is liable to repair under this Lease or which the Landlord is or may be liable to repair under common law or by virtue of any Enactment.

6 Yielding up on Determination

- 6.1 On Determination the Tenant shall yield up the Property to the Landlord with vacant possession in a state of repair, condition and decoration which is consistent with the proper performance of the Tenant's covenants in this Lease.
- 6.2 If at Determination the Tenant leaves any fixtures, fittings or other items in the Property the Landlord may treat them as having been abandoned and may remove, destroy or dispose of them as the Landlord wishes and the Tenant shall pay to the Landlord on demand the cost of this and indemnify the Landlord against any and all resulting liability.
- 6.3 Immediately before the end of the Term if and to the extent required by the Landlord (but not otherwise) the Tenant shall:
- (a) reinstate all alterations, additions or improvements made to the Property at any time during the Term or pursuant to any agreement for lease made before the start of the Term and where this involves the disconnection of Service Media or Plant the Tenant shall ensure that the disconnection is carried out properly and safely and that the Service Media and Plant are suitably sealed off or capped and left in a safe condition;
 - (b) replace any of the landlord's fixtures and fittings which shall be missing, damaged beyond repair or destroyed with new items of at least equal type and quality or at the Landlord's option pay to the Landlord the cost of replacing them; and
 - (c) remove from the Property any Sign of the Tenant or any occupier of the Property.
- 6.4 The Tenant shall make good any damage caused in complying with paragraph 6.3 and shall carry out all relevant works including the making good of damage to the reasonable satisfaction of the Landlord.
- 6.5 If at Determination the Property is not left in the state required by this paragraph 6 the Tenant shall pay to the Landlord on demand (in addition to any other sums payable as a result of that breach of covenant) mesne profits equal to the Basic Rent which would

have been payable under this Lease had there been no such Determination for the period from the date of Determination to the date upon which the Landlord has put (or might reasonably have put) the Property into the state in which it should have been left.

7 Alterations

7.1 The Tenant shall make no alteration, addition or improvement to the Property whether structural or otherwise except as expressly permitted under paragraph 7.2.

~~7.2~~ The Tenant may carry out alterations, additions or improvements to the interior of the Property which do not affect the exterior or the appearance of the Property and which do not affect the Main Structure where:

- (a) the Tenant has submitted to the Landlord detailed plans and specifications showing the proposed works;
- (b) the Tenant has obtained and supplied copies to the Landlord of all Necessary Consents to carry out the proposed works;
- (c) the Tenant has notified the Landlord of the valuation of the proposed works for insurance purposes;
- (d) the Tenant has given to the Landlord such covenants relating to the carrying out of the proposed works as the Landlord may reasonably require;
- (e) the Tenant has if reasonably required by the Landlord provided the Landlord with suitable security which will allow the Landlord to carry out and complete or reinstate the proposed works if the Tenant fails to do so; and
- (f) the Tenant has obtained Consent to the works (which shall not be unreasonably withheld or delayed).

7.3 In carrying out any work for which the Landlord has given Consent under paragraph 7.2 the Tenant shall:

- (a) comply in all respects with all Necessary Consents relating to those works;
- (b) comply with the requirements of the Insurers;

- (c) comply with the reasonable requirements of the Landlord and permit it to enter the Property for the purpose of inspecting the progress of those works;
- (d) not overload the Service Media or Plant; and
- (e) carry out the same in a good and workmanlike manner with good quality materials.

7.4 To the extent that any works undertaken by or on behalf of the Tenant fall within the scope of the CDM Regulations the Tenant shall:

- (a) warrant to the Landlord that it is the only client for such works; and
- (b) supply to the Landlord a copy of the Health and Safety Manual prepared for the purposes of the CDM Regulations within one month of the relevant works being completed.

8 Signs

- 8.1 Except as provided in paragraph 8.2, the Tenant shall not fix or display in or on the Property or any other part of the Building any flag, advertisement, poster, billboard, Sign, radio, television or other aerial or satellite dish.
- 8.2 The Tenant may with Consent (which shall not be unreasonably withheld) place on the entrance to the Property a reasonably-sized, non-illuminated, non-moving Sign specifying the name of the Tenant or its trading name or any permitted undertenant or occupier and the business carried on at the Property.

Part III

User Provisions

1 Use

1.1 The Tenant shall use the Property solely for the Permitted Use.

1.2 The Tenant shall not use the Property:

(a) for any purpose or activity which is illegal, immoral, noisy, noxious, dangerous or offensive or for the burning or incineration of waste or rubbish;

(b) for the wholesale of any goods or as a sex shop, a betting office, for an auction, public, religious or political meeting or for gambling;

(c) as offices to which members of the public are normally admitted otherwise than by way of appointment;

(d) in a way which may be or become a nuisance to or cause damage or annoyance to the Landlord or any other person or any property;

(e) in a way which might be harmful to the Property or the Building or the Site; or

(f) for the purpose of residing or sleeping.

1.3 The Tenant shall not enter into any covenant in favour of any person other than the Landlord nor require a covenant from any person the effect of which is to restrict the use of the Property further than it is already restricted by this Lease.

2 Regulations

2.1 The Tenant shall and shall procure that all occupiers of and visitors to the Property shall:

(a) ensure that the delivery and despatch of goods, mail and other items to the Property and access for workmen, servicing deliveries and materials shall only take place through the service areas in the Common Parts and through the service entrances, lifts, stairs and corridors as are reasonably designated for those purposes by the Landlord from time to time;

- (b) ensure that where vehicles are allowed into any service area in the Building for the purpose of loading or unloading they shall only be allowed at such times as the Landlord may reasonably specify (if any);
 - (c) ensure that no electrical or other equipment shall be installed in the Property that causes electrical or other interference to television, radio, telecommunications or other equipment;
 - (d) dispose of rubbish in suitable containers and in the manner reasonably required by and to the reasonable satisfaction of the Landlord;
-
- (e) ensure that no sound from loudspeakers or other artificially generated noise or flashing lights which can be heard or be visible outside the Property shall be created within the Property or that any machinery is used which may cause vibration to be felt outside the Property or which may damage the Main Structure;
 - (f) maintain to the satisfaction of the Landlord and the Insurers adequate fire prevention apparatus upon the Property and shall from time to time remove from the Property all waste and inflammable material as quickly as possible;
 - (g) not transact any business except inside the Property;
 - (h) ensure the Property is locked or otherwise secured when not in use;
 - (i) not leave the Property empty for more than one month without:
 - (i) notifying the Landlord in writing; and
 - (ii) providing such security arrangements as the Landlord or the Insurer reasonably require;
 - (j) not park any motor cars or other vehicle except in the places on the Common Parts or the Car Park specifically allocated by the Landlord from time to time (if any) or on adjacent highways to the Site;

- (k) not obstruct the Common Parts and so far as reasonably practicable maintain and contribute to the respectability and good order and conduct of the Building.
- (l) Comply with such reasonable management regulations as the Landlord shall from time to time issue in accordance with the principles of good estate management.

3 Legal Obligations and Necessary Consents

- 3.1 ~~The Tenant shall comply with all Legal Obligations relating to the Property and its use of it.~~
- 3.2 Where the Tenant receives from an Authority any formal notice relating to the Property (whether or not the notice is of a Legal Obligation) it shall immediately send a copy to the Landlord and if requested by the Landlord at its own cost make or join in making such objections, representations or appeals in respect of it as the Landlord may reasonably require.
- 3.3 The Tenant shall not do in or near the Property any act or thing by reason of which the Landlord may under any Legal Obligation incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- 3.4 Where any Legal Obligation requires the carrying out of works to the Property the Tenant shall to the extent required by this Lease apply for Consent and any Necessary Consents to carry out the works and after obtaining them the Tenant shall carry out the works to the reasonable satisfaction of the Landlord.
- 3.5 Where any Legal Obligation requires the carrying out of works both on the Property and any other property the Landlord may carry out those works and the Tenant shall pay to the Landlord on demand a fair proportion of the proper cost of those works which relate to the Property and a fair proportion of any incidental fees and expenses.
- 3.6 Before doing anything at the Property which requires any Necessary Consents and whether or not the Landlord shall have issued its Consent to that matter under the other provisions of this Lease the Tenant shall:

- (a) obtain all Necessary Consents for the purpose;
- (b) produce copies of all Necessary Consents and its applications for them to the Landlord; and
- (c) obtain the approval of the Landlord (which shall not be unreasonably withheld) to the Necessary Consents and the implementation of them.

3.7 The Tenant shall not without Consent make or alter any application for any Necessary Consents.

3.8 Where any Necessary Consents implemented by the Tenant or any undertenant or permitted occupier of the Property require works to be carried out by a date subsequent to the end of the Term the Tenant shall ensure that those works are completed before Determination.

3.9 If the Tenant receives or is entitled to receive any statutory compensation in relation to the Lease (other than from the Landlord) and if Determination occurs otherwise than by effluxion of time the Tenant shall upon Determination pay to the Landlord a fair proportion of that compensation.

4 Service Media

4.1 The Tenant shall not use the Service Media or the Plant:

- (a) for any purpose other than that for which they are designed; or
- (b) so as to exceed the capacity for which they are designed (having regard to the fact that such use may be shared with other occupiers of the Building).

4.2 The Tenant shall keep clean and free from obstruction all Service Media and Plant serving the Property and not allow any Hazardous Material to be discharged through them.

5 Overloading and Damage

5.1 The Tenant shall not overload any part of the Property or the Building by bringing into the Property or allowing to remain there any safe or other heavy article that may damage any lift within the Building or any part of the Main Structure.

5.2 The Tenant shall not without Consent suspend anything from any wall or ceiling in the Property provided that in considering whether to give Consent the Landlord may consult with an appropriately qualified engineer whose costs shall be paid by the Tenant on demand.

5.3 The Tenant shall not do anything on the Property which would or might remove support from or endanger any part of the Building.

6 Rights and Easements

~~6.1 The Tenant shall not grant to any third party any rights of any nature over the Property.~~

6.2 The Tenant shall preserve all easements and rights currently enjoyed by the Property and in particular (without limitation) will not obstruct any of the windows of the Property.

6.3 The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord.

7 Entry by Landlord

7.1 Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter and remain unobstructed on the Property for the purpose of exercising any of the rights reserved by this Lease in schedule 3 or otherwise.

7.2 The Tenant shall upon request supply the Landlord with telephone numbers via which at least two keyholders of the Property can be contacted at any time in the case of emergency.

8 Title Matters

8.1 The Tenant shall observe and perform all covenants in respect of the Property arising from the Title Matters.

8.2 The Tenant shall pay to the Landlord on demand any sums which the Landlord may be required to pay to any other party under the Title Matters.

9 Plans and Information

9.1 If called upon to do so the Tenant shall supply the Landlord with all plans, information and documents and other evidence that the Landlord may reasonably require to:

- (a) satisfy itself that the provisions of this Lease are being complied with;
- (b) enable it to consider any application for Consent made by the Tenant;
- (c) implement any rent review; or
- (d) carry out any step or procedure under the Landlord and Tenant Act 1954.

10 Pollution

10.1 The Tenant covenants:

- (a) to ensure that all operations of the Tenant comply with all applicable Environmental Laws;
- (b) to obtain all permits, licences and approvals required by any Environmental Laws or by any laws governing health and safety which are necessary to conduct the Tenant's business operations and to ensure that all such permits, licences and approvals remain in full force and effect and that the Tenant complies with all terms and conditions of such permits, licences and approvals;
- (c) to file all reports, records or notices required under any applicable Environmental Laws including any relating to any Release, creation, treatment, storage, disposal or other handling of Hazardous Material;
- (d) to take all proper and reasonable measures to avoid either directly or indirectly any Release of Hazardous Material into or any contamination or pollution of the Environment or the Property;
- (e) at all times throughout the Term and at the end of the Term to carry out any Remedial Action which may be required as a result of any notice served by any Authority or as a result of any breach by the Tenant of its obligations under this paragraph;

- (f) to keep the Landlord fully indemnified against all Environmental Liabilities related to or connected with the Property.

Part IV

Dealings with the Property

1 General Prohibition

Except where permitted by this Lease the Tenant shall not assign, underlet, charge, part with or share possession or occupation of all or any part of the Property in any way nor hold the Property on trust or as the agent for any other person.

2 Charges

The Landlord shall not unreasonably withhold or delay Consent to an application by the Tenant to grant a legal charge of the whole of the Property to a bona fide and reputable financial institution.

3 Assignments of the Whole

3.1 The Landlord shall not unreasonably withhold or delay Consent permitting the Tenant to assign the whole of the Property but the Landlord and the Tenant agree for the purposes of section 19(1A) Landlord and Tenant Act 1927 (and without limiting the Landlord's ability to withhold Consent where it is otherwise reasonable to do so or to impose other reasonable conditions) that the Landlord may withhold Consent unless:

- (a) the prospective assignee is not a Group Company of the Tenant or a Connected Person;
- (b) in the reasonable opinion of the Landlord the prospective assignee is of sufficient financial standing to enable it to comply with the Tenant's covenants in this Lease;
- (c) being a body corporate, the prospective assignee is or each of its proposed guarantors (if any) are corporate bodies incorporated within the United Kingdom;
- (d) the Landlord reasonably believes the effect of the assignment would not diminish the open market value or marketability of the Landlord's interest in the Property whether or not the Landlord intends to dispose of such interest;

- (e) the Landlord has received the costs covenanted to be paid by the Tenant pursuant to paragraph 3.1(a) of Part I of this schedule;
- (f) any sum due from the Tenant to the Landlord under this Lease is paid and any other material breach of the Tenant's covenants in this Lease is remedied;
- (g) the Tenant (and any former tenant who by virtue of there having been an "excluded assignment" as defined in section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the Tenant's covenants in this Lease) enters into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995 with the Landlord in such terms as the Landlord may reasonably require;
- (h) if the Landlord reasonably requires, a guarantor or guarantors acceptable to the Landlord acting reasonably has guaranteed to the Landlord the due performance of the prospective assignee's obligations in such terms as the Landlord may reasonably require;
- (i) any security for the Tenant's obligations under this Lease which the Landlord holds immediately before the assignment is continued or renewed in each case on such terms as the Landlord may reasonably require in respect of the Tenant's liability under the authorised guarantee agreement referred to above (but this paragraph shall not apply to any authorised guarantee agreement entered into by a former tenant or by any guarantor of a former tenant);

4 Underletting

4.1 "Permitted Part" means:

any part of the Property:

- (a) which in accordance with the principles of good estate management is capable (having regard to its location and extent and to the rights intended to be applicable to the same) of providing self contained accommodation with all necessary services and rights;

- (b) which has been properly partitioned and separated from the rest of the Property; and
- (c) to which the Landlord has given Consent (not to be unreasonably withheld or delayed).

4.2 The Landlord shall not unreasonably withhold or delay Consent to an application by the Tenant to underlet the whole of the Property or a Permitted Part where all of the following conditions are satisfied:

- (a) the prospective undertenant covenants with the Landlord in a form reasonably required by the Landlord that until it assigns the underlease with consent as required by the underlease it will observe and perform the Tenant's covenants and obligations in this Lease except the covenant to pay the Basic Rent and in the case of an underletting of a Permitted Part so far only as such covenants affect the underlet property;
- (b) if the Landlord reasonably so requires, a guarantor or guarantors reasonably acceptable to the Landlord has guaranteed to the Landlord the performance by the undertenant of its covenant in paragraph 4.2(a) in such terms as the Landlord may reasonably require;
- (c) no fine or premium is taken by the Tenant for the grant of the underlease;
- (d) the basic rent payable under the underlease is not less than the best rent reasonably obtainable for the underlease;
- (e) any rent free period or other financial inducements given to the undertenant are no greater than is usual at the time;
- (f) the form of the underlease has been approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed where the provisions of the underlease are consistent with the provisions of this Lease and where the basic rent due under it is reviewable at the same times and on the same terms as the Basic Rent;

- (g) the underlease prohibits any further assignments underlettings licences or the parting with or sharing of possession or occupation with any party (except for an assignment of the whole);
- (h) the underlease contains the same provisions as to assignment as are contained in this Lease but subject to additional conditions that:
 - (i) the consent of the Landlord under this Lease has been obtained (such consent not to be unreasonably withheld or delayed); and
 - (ii) the prospective assignee and its guarantors (if any) have covenanted with the Landlord under this Lease in the terms of paragraphs 4.2 (a) and 4.2 (b);
- (i) before the undertenant enters into the underlease or, if earlier, becomes contractually bound to do so:
 - (i) the underlease is excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 by the procedure mentioned in section 38A of that Act;
 - (ii) an agreement between the Tenant and the proposed undertenant to exclude the operation of those sections and a reference to the relevant notice and declaration is contained in, or endorsed on, the underlease; and
 - (iii) the Tenant provides to the Landlord certified copies of that notice and declaration and such other evidence as the Landlord may reasonably require that the relevant requirements of section 38A of the Act are satisfied; and
- (j) in the case of an underletting of a Permitted Part:
 - (i) the total number of occupations under separate leases or underleases within the Property at any one time during the Term would not exceed 2 (this Lease counting as one occupation);

- (ii) the underlease contains provisions enabling the Tenant (as lessor) to recover from the undertenant a due proportion of the Insurance Charge and the Service Charge.

4.3 The Tenant shall:

- (a) enforce against any undertenant the provisions of any underlease and shall not waive any of them;
- (b) operate the rent review provisions contained in any underlease so as to ensure that the rent is reviewed at the correct times and in accordance with those provisions and without prejudice to the foregoing the Tenant shall:
 - (i) where the underlease provides such an option, not agree that any third party determining the rent in default of agreement is to act as an arbitrator or as an expert without Consent (which shall not be unreasonably withheld);
 - (ii) not agree upon the appointment of a person acting as a third party determining the rent in default of agreement without Consent (which shall not be unreasonably withheld);
 - (iii) incorporate as part of its submissions or representations to that third party such submissions or representations as the Landlord may reasonably require;
 - (iv) give notice to the Landlord of the details of the determination of every rent review within 21 days; and
 - (v) if requested by the Landlord consolidate the rent review of any underlease with the review of the Basic Rent payable under this Lease pursuant to paragraph 13 of schedule 5; and
- (c) not without Consent (which shall not be unreasonably withheld) vary the terms of or accept a surrender of any underlease.

4.4 The Tenant shall not require or permit any rent reserved by any underlease to be commuted or to be paid more than one quarter in advance or to be reduced.

4.5 Notwithstanding the provisions of this paragraph 4 the Tenant shall be permitted without Landlord's consent to grant licence(s) to occupy of Permitted Part(s) of the Property PROVIDED that no landlord and tenant relationship is thereby created

5 Limit of Consent

Any Consent granted under this Part of this schedule shall (unless it expressly states otherwise) only be valid if the dealing to which it relates is completed within three months after the date of the Consent.

6 Notice of Dealings

Within fourteen days of any dealing with or transmission or devolution of the Property or any interest in it the Tenant shall give to the Landlord notice in duplicate specifying the basic particulars of the matter in question and at the same time supply a certified copy of any instrument making or evidencing it and, in the case of an underlease excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954, certified copies of the notice, declaration and other evidence referred to in paragraph 4.2(i)(iii) and pay a registration fee of £40 or such higher sum as shall be reasonably specified by the Landlord at the time.

7 Provision of Occupier Information

From time to time on demand during the Term the Tenant shall provide the Landlord with particulars of all derivative interests of or in the Property including particulars of rents, rent reviews, permitted uses and service and maintenance charges payable in respect of them and copies of any relevant documents and the identity of the occupiers of the Property.

Schedule 8

Landlord's Covenants

1 **Quiet Enjoyment**

For so long as the Tenant complies with the obligations on its part contained in this Lease to allow the Tenant to hold and use the Property during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through under or in trust for the Landlord.

2 **Title Matters**

By way of indemnity only to observe and perform its covenants in the Title Matters except to the extent that they are the Tenant's responsibility under this Lease.

3 **Insurance**

To observe and perform the covenants on its part contained in schedule 6.

4 **Service Charge**

To observe and perform the covenants on its part contained in schedule 9.

5 **No Competition**

For so long as the Property is used as a dental surgery the Landlord shall not use and shall not permit any tenant to use any other part of the Building as a dental surgery

Schedule 9

Service Charge

Part I

The Mechanics

1 **Definitions**

1.1 **“Calculation Date”** means the 31 December in any year or such other date or dates in each year of the Term as the Landlord may by written notice stipulate;

1.2 **“Charging Period”** means the periods:

(a) from the commencement of the Term to (and including) the first Calculation Date; and then

(b) between two consecutive Calculation Dates (excluding the first Calculation Date but including the second Calculation Date in that period); and then

(c) from (and including) the Calculation Date prior to Determination up to Determination (provided that Determination shall not prejudice the Landlord’s right to recover the Service Charge for that Charging Period);

1.3 **“Costs”** means the aggregate total cost of the items listed in Part III of this schedule;

1.4 **“Interim Charge”** means the Landlord's reasonable estimate of the Service Charge which will be payable by the Tenant during a Charging Period;

1.5 **“Managing Agent”** means any party from time to time appointed by the Landlord to manage the Building (who may be an employee of the Landlord);

1.6 **“Reserve Fund”** means the funds (if any) from time to time established by the Landlord to meet the cost of any of the Services which the Landlord anticipates may be required in the future;

1.7 **“Services”** means the services as set out in Part II of this schedule;

1.8 “Service Charge” for any Charging Period means the sum which equates to 27.45% of the Basic Rent payable during that Charging Period;

2 The Performance of the Services

2.1 Subject to the Tenant paying the Service Charge the Landlord shall use all reasonable endeavours to perform such of the Services and in such manner as the Landlord from time to time reasonably considers appropriate and may choose to increase the scope of add to alter, vary, suspend or discontinue any of the Services where it considers it reasonable or appropriate to do so having regard to the principles of good estate management.

2.2 Notwithstanding paragraph 2.1 the Landlord shall not be obliged to provide the Services where:

- (a) it is prevented from doing so by circumstances beyond its reasonable control including (without limitation) breakdown damage the need for inspection or repair, shortage of labour, fuel, equipment or materials and inclement weather; or
- (b) the Services in question cannot reasonably be provided as a result of works of alteration inspection or repair or any other works being carried out at the Site; or
- (c) the Tenant has failed to give the Landlord written notice of the failure of the Services in question

but in the circumstances set out in paragraphs 2.2(a) or 2.2(b) the Landlord shall use all reasonable endeavours to restore the relevant Service in question as soon as reasonably practicable.

2.3 In performing any of the Services the Landlord shall be entitled to employ such agents contractors and individuals as it may think fit (including a Group Company of the Landlord) and to delegate its duties and powers to them, such parties’ fees forming part of the Costs.

2.4 The Landlord shall not be liable to the Tenant in respect of any act, omission or negligence of any person undertaking the Services or any of them for or on behalf of the Landlord.

2.5 If at any time the Landlord supplies or provides services additional to the Services or the provision of any of the Services is attributable to any particular tenant or tenants ("the Additional Services") the Landlord may exclude the cost of the Additional Services from the Costs and charge them to particular tenants according to user and where the Additional Services are charged to the Tenant the Tenant shall pay to the Landlord on written demand the costs properly incurred by the Landlord in respect of the Additional Services (or a fair and reasonable proportion of such costs where the Additional Services are provided to the Tenant and other tenants of the Building).

2.6 In carrying out the Services the Landlord will:

- (a) act in good faith;
- (b) act in accordance with the principles of good estate management; and
- (c) use all reasonable endeavours to do so:
 - (i) to a reasonable standard;
 - (ii) in a reasonably efficient and economic manner; and
 - (iii) so that only items beyond reasonable economic repair are renewed or replaced except that in the case of decorating any part of the Building the Landlord may decorate, replace or refurbish at any time provided it acts reasonably.

3 Calculation and Payment of Service Charge

3.1 The Landlord will notify the Tenant before or during any Charging Period of the Interim Charge payable by the Tenant during that Charging Period.

3.2 The Tenant shall pay the Interim Charge by equal instalments on the Payment Days.

- 3.3 As soon as practicable after each Calculation Date the Landlord will supply the Tenant with the Statement certified by the Landlord or the Managing Agent as containing a fair and complete summary of:
- (a) the Costs for the Charging Period;
 - (b) the amount of the Costs which have been credited to any Reserve Fund or which the Landlord intends to credit to it;
 - (c) the amount of any of the Costs which have been paid from any Reserve Fund or received from any insurer, tenant or other person not being a tenant or occupier of the Building;
 - (d) the total standing to the credit of any Reserve Fund;
 - (e) the total of the Interim Charge collected from the Tenant during the relevant Charging Period; and
 - (f) the Service Charge for the Charging Period.
- 3.4 If the Service Charge exceeds the Interim Charge the Tenant shall pay the excess to the Landlord within seven days of receipt of the Statement.
- 3.5 If the Service Charge is less than the Interim Charge then the shortfall shall be set off against any other moneys due from the Tenant to the Landlord under this Lease and any balance shall be credited against the next payment of the Interim Charge or following the end of the Term paid to the Tenant.
- 3.6 Any omission by the Landlord to include within the Statement in any Charging Period a sum expended or a liability incurred in that period shall not preclude the Landlord from including that sum or amount in any subsequent Statement.
- 3.7 The Tenant shall not be entitled to dispute any item of the Costs by reason only of an allegation that the Services in question could have been provided or costs incurred at a cost less than that in fact incurred by the Landlord.
- 3.8 For a period of one month after delivery of the Statement the Landlord will make available any receipts or invoices evidencing expenditure of the Costs for inspection

by the Tenant at the offices of the Landlord or the Managing Agent during normal business hours by appointment.

3.9 The statement shall be prepared by a suitably qualified person (who may be an employee of the Landlord) and shall in the absence of manifest error be conclusive and final and binding on the parties.

3.10 No invalidity of any part of the Statement shall affect the validity of any other part of the Statement.

3.11 Where the Landlord is undertaking major works it may elect to apportion the cost so incurred over one or more Charging Periods.

4 Disputes

4.1 The Tenant shall be entitled by written notice within 28 days of the service of the Statement to challenge it or anything contained in it or any accounts relating to it on the ground that it contains an error or errors or that any of the Services or any charge in relation to the Services has or have been included which should not have been included.

4.2 If the parties cannot agree the matter in issue then the dispute shall be referred for determination by an independent surveyor with experience of the management of property of a type similar to the Site to be appointed by agreement between the parties or in the absence of agreement by the President on the application of either party and the decision of the surveyor (who shall act as an expert and not as an arbitrator) shall be final and binding on the parties and any sums agreed or determined to have been overpaid by the Tenant shall be credited against the Service Charge for the following Charging Period or (in the last year of the Term when this Lease has come to an end) shall be repaid to the Tenant.

Part II

The Services

1 The Services are:

1.1 Repair, Cleaning and Decoration

- (a) the repair, decoration, inspection, testing, maintenance, altering, rebuilding, reinstating and renewal of the Common Parts and the Retained Parts;
- (b) the cleaning of the Common Parts and the Retained Parts and the exterior of the Building including the exterior of all windows (except for the windows of any Lettable Areas the cleaning of which shall be the responsibility of the tenant of the same);
- (c) the maintenance and landscaping of the grounds of the Site and/or the Common Parts and/or the Retained Parts;

1.2 Amenity Services

- (a) the provision of lifts;
- (b) the provision of lighting (including security floodlighting) to the Common Parts and the Retained Parts when required;
- (c) the provision of adequate heating to the Building and the Common Parts and the Retained Parts when required;
- (d) the provision of hot and cold water to any hot or cold taps in the Building;

1.3 Security

- (a) the provision and maintenance of appropriate or useful signs or notices in the Common Parts and the Retained Parts or visible from the Common Parts and the Retained Parts or from outside the Building and the provision and operation of any other signs, flags, flag poles, directional signage and traffic control systems, name boards and/or communal signboards for the benefit of the occupiers of the Building;

- (b) the provision of such security equipment as the Landlord reasonably considers appropriate for the Site the Building and/or the Common Parts and the Retained Parts;
- (c) the provision and operation in the Common Parts and the Retained Parts of such fire prevention, fire fighting and fire alarm and detection equipment and signs as may be required by any Authority or Enactment or by the Insurers;

1.4 Equipping the Common Parts

- (a) the provision of carpeting, furniture and the equipping of the Common Parts and the Retained Parts as the Landlord reasonably considers appropriate;
- (b) the provision either permanently or at times which the Landlord reasonably considers appropriate of pictures, floral displays and other decorations art and/or water features in the Common Parts and the Retained Parts;
- (c) the provisions and operation of the Car Park.

1.5 General

the provision of any other works, services or facilities which the Landlord from time to time reasonably considers appropriate for the purpose of maintaining, improving or modernising the Services or facilities in or for the Building and the Common Parts and the Retained Parts and which are for the general benefit of all or substantially all the occupiers of the Building and which are in keeping with the principles of good estate management.

Part III

The Costs

1 Costs

The Costs shall include all costs and expenses properly incurred by the Landlord in the operation and management of the Building and the provision of the Services to it including without limitation:

1.1 The Services:

- (a) the cost of providing the Services;
- (b) the cost of all fuel or other energy sources for the Common Parts and the Retained Parts;
- (c) the cost of leasing any item required in connection with the Services and effecting insurance of the Plant or Service Media or any other insurances (including employers, third party and public liability insurances) that the Landlord reasonably requires;
- (d) such sums as the Landlord may in the interests of good estate management consider desirable to retain by way of a Reserve Fund;
- (e) the cost of removing any obstruction from the Common Parts and the Retained Parts or abating any nuisance in the Common Parts and the Retained Parts;

1.2 Third Party Payments:

- (a) any costs which the Landlord may be required to pay to other parties in respect of the Title Matters or for the repair, decoration, inspecting, testing, maintenance or renewal of any areas or structures used in common with other parties;
- (b) the Outgoings attributable to the Common Parts and the Retained Parts and any other property used in connection with the provision of the Services;

- (c) the cost of complying with, making representations against, or otherwise contesting the incidence of any Legal Obligation or prospective Legal Obligation which will or may affect the Building;

1.3 Managing Agent and other Fees:

- (a) the cost of employing or retaining the Managing Agent for managing the Site and collecting all rents and service charges (but not any costs arising as a result of those rents and/or service charges being in arrears) due from the occupiers of the Lettable Areas;
- (b) the cost of employing (and terminating the employment of) or retaining staff reasonably required to provide the Services including all incidental expenditure relating to that employment which without limitation shall include expenditure on pensions, insurance, health, welfare, industrial training, levies, redundancy, clothing, tools, machinery, equipment and vehicles and the provision of residential and other accommodation reasonably determined by the Landlord in connection with such employment which in each case the Landlord considers are required for the proper performance by the staff in question of their duties;
- (c) all professional charges, fees and expenses payable by the Landlord in respect of any of the Services or the Costs;
- (d) the cost of calculating the Service Charge for each tenant and the preparation and issue of certificates, accounts and audits in respect of the Service Charge;
- (e) the cost of any other individual firm or company employed or retained by the Landlord to perform or in connection with any of the Services;
- (f) the cost of entering into any contracts for the provision of Services;
- (g) the cost of all marketing and advertising promotions and other related activities as the Landlord may deem desirable for the effective promotion of the Site;

1.4 Tax and Interest:

- (a) all Value Added Tax payable by the Landlord in respect of the Costs so far as it is not recoverable by the Landlord as an input;

- (b) the gross cost to the Landlord by way of interest, commission, banking charges, commitment fees or otherwise of borrowing any necessary sums in respect of the Costs.

2 Exclusions

2.1 The Costs shall not include:

- (a) (where and to the extent the Landlord has incurred expenditure in or incidental to making good any loss or damage covered by any Insurance Policy where the Tenant has paid to the Landlord the whole or part of the relevant premium) any sums which the Landlord recovers under the Insurance Policy;
- (b) (where and to the extent the Landlord has incurred expenditure in or incidental to providing any of the Services which are recoverable (in whole or in part) from any person other than the Tenant or any other tenant of the Building) any sums which the Landlord recovers from any such person (less any irrecoverable costs in securing that payment);
- (c) any expenditure in respect of the maintenance or repair of any part of the Site or the Building or anything within it that is the exclusive responsibility of any tenant of any Lettable Area;
- (d) all costs (including professional fees of whatsoever description) incurred by or on behalf of the Landlord in connection with the original construction of and equipping and fitting out of the Site or any part or parts of it or anything originally installed within it.

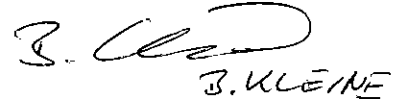
2.2 The Service Charge shall not be increased or altered by reason only that at any relevant time any other Lettable Area may be vacant or be occupied by the Landlord or that any tenant or occupier of any other Lettable Area may default in payment of its Service Charge.

**SIGNED as a DEED by
COVENTRY HEALTH LIMITED**
acting by two Directors or a
Director and its Secretary:

Director

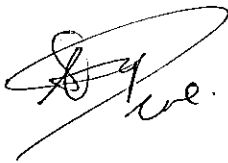


Director/Secretary



B. KLEINE

**SIGNED as a DEED by
ANOOP SINGH DEOL**
in the presence of:

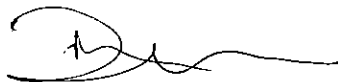


witness:

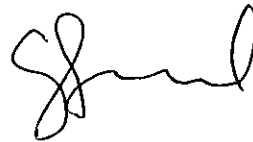


CO. IN JAMES FRODD
20-24 HAMILTON TERRACE
LEAMINGTON SPA
CV32 4LY

**SIGNED as a DEED by
MANVINDERJIT KAUR DEOL**
in the presence of :-



witness:

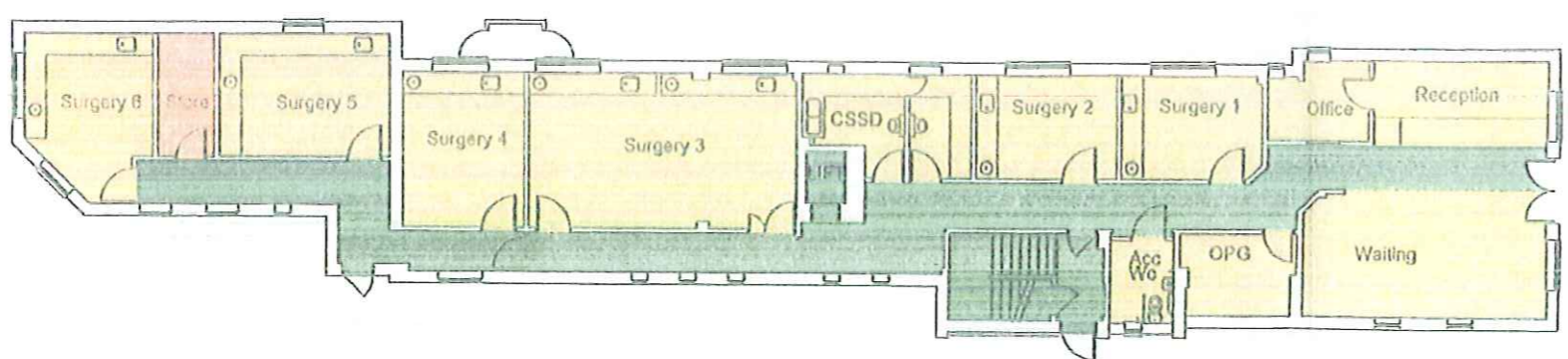


CO. IN JAMES FRODD
20-24 HAMILTON TERRACE
LEAMINGTON SPA
CV32 4LY

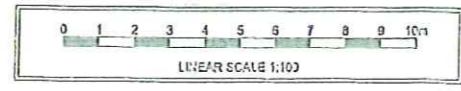
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notes

DENTAL PROPERTY
PLAN 1



	Common Parts
	Donlist
	Retained Parts



revisions

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tel: 01627 67123 fax: 01627 67121 email: post@westhart.com

client **Coventry Health Limited**
project **Medical Centre**

title

drg. no. **718** revision

date **APR 12**
drawn checked

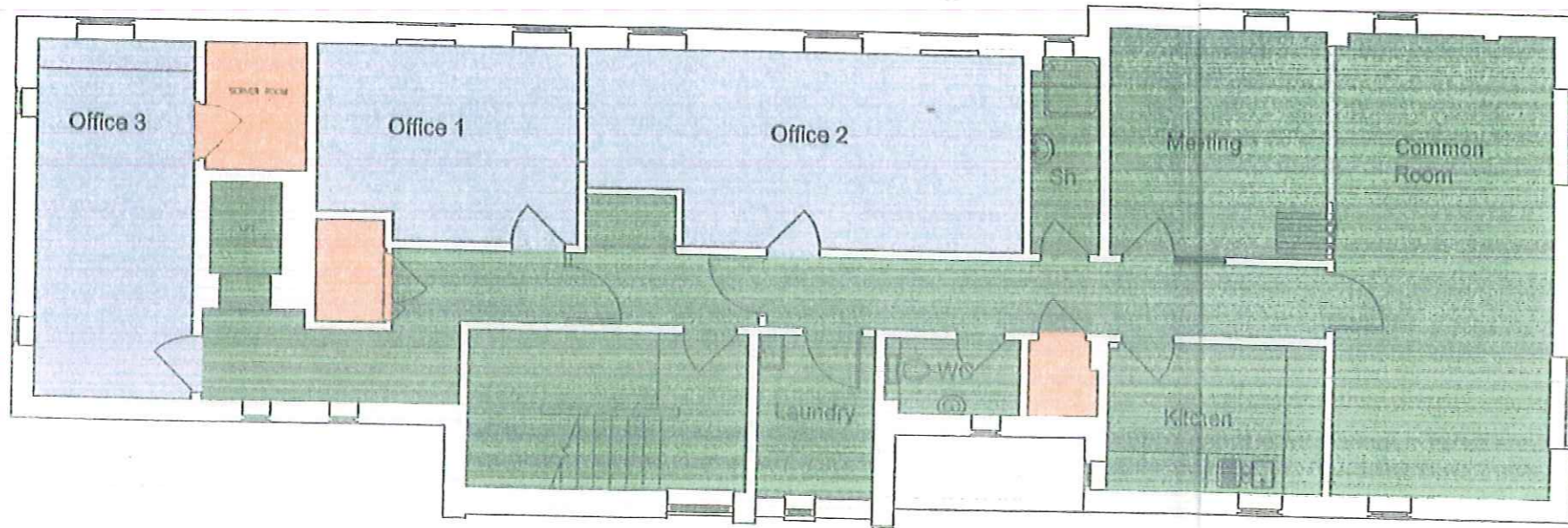
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Ground Floor Plan 1:200 @ A3

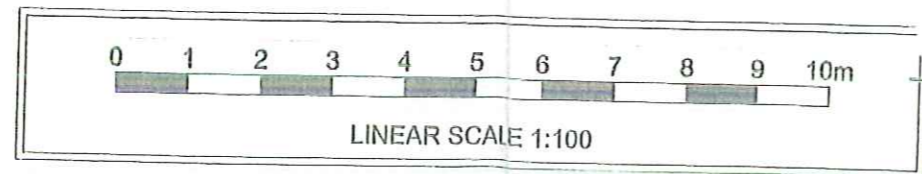
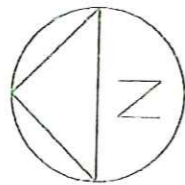
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DENTAL PROPERTY
PLAN 2



	Common Parts
	GP
	Retained Parts



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project
Medical Centre

title

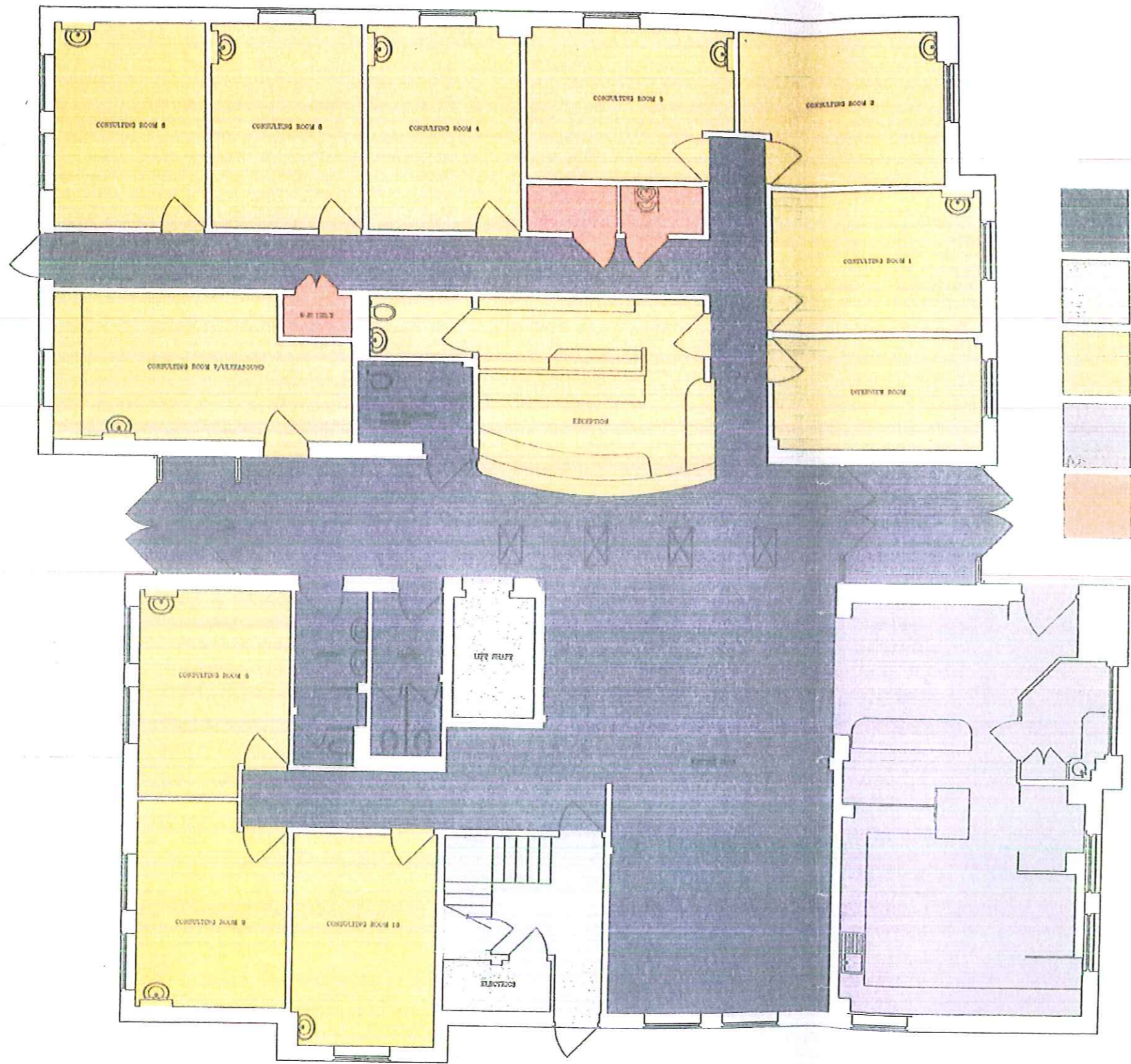
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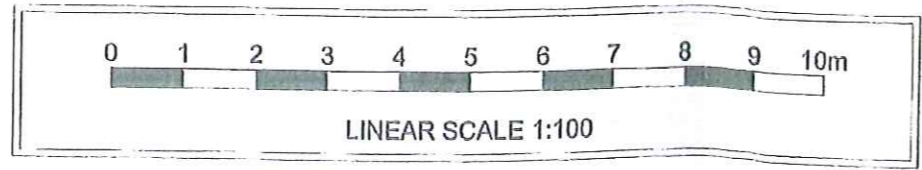
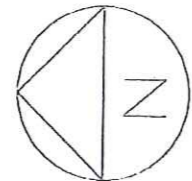
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First Floor Plan 1:100 @ A3



	Common Parts
	GP Practice use only
	GP
	Pharmacy
	Retained Parts



Ground Floor Plan 1:100 @ A3

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notes

DENTAL PROPERTY PLANS.

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client
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project
Medical Centre

title

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scale date
date **APR 12**

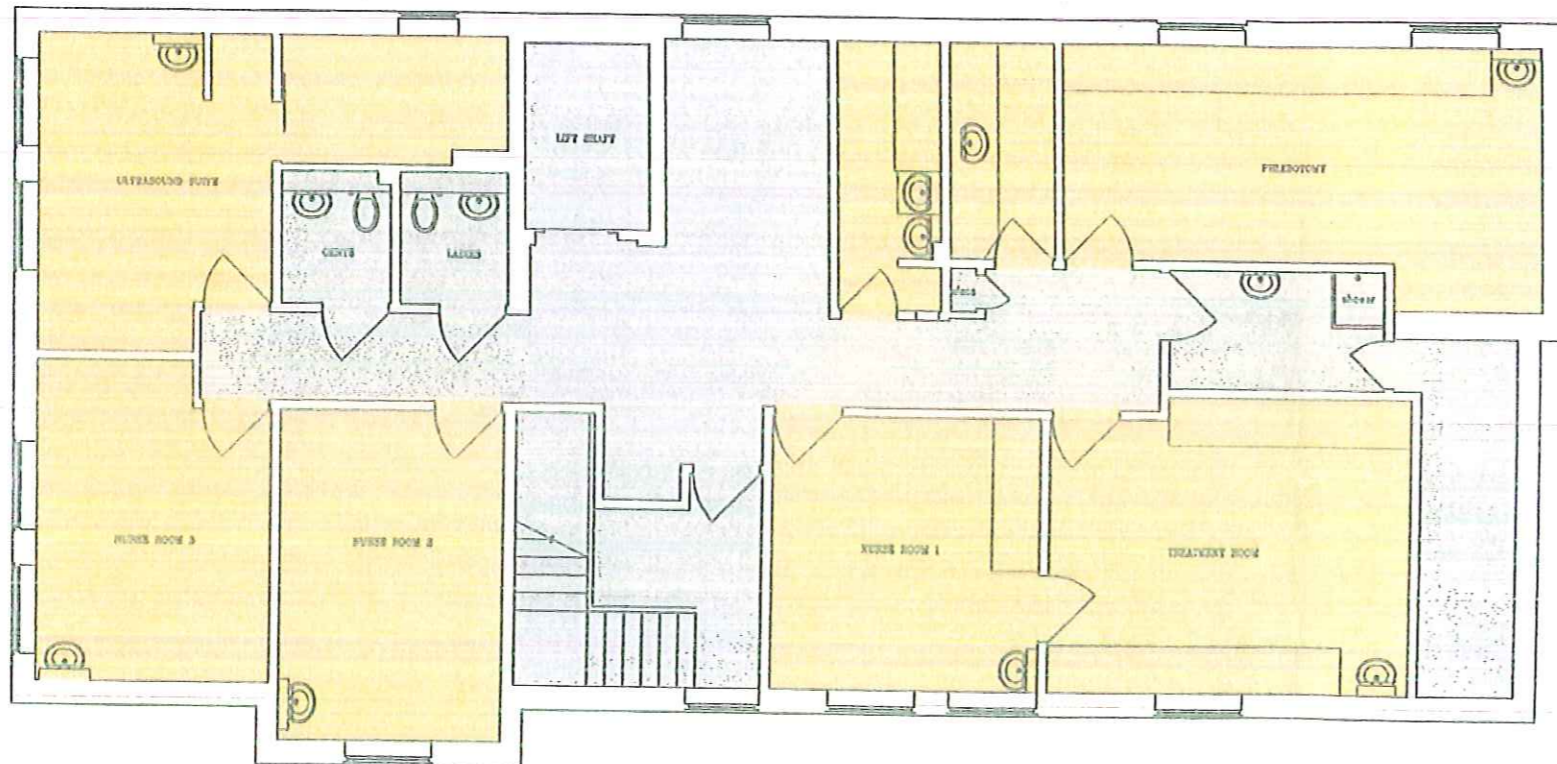
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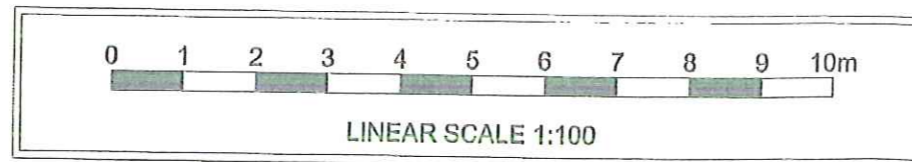
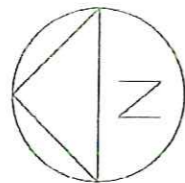
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notes

DENTAL PROPERTY
PLAN 4



	GP Practice use only
	GP



C. 29-03-12: Layout changed.

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client
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project
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scale date
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First Floor Plan 1:100 @ A3