

Lease

Dated

20....

PRESCRIBED CLAUSES

LR1	Dated	
LR2	Title Number	
LR3	Parties	Landlord: Tenant:
LR4	Property	The property described in clause Schedule 1 In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail <i>[these words to be retained in all cases]</i>
LR5	Prescribed statements	None
LR6	Term	the term as specified in this lease at clause 1.1
LR7	Premium	Nil
LR8	Prohibitions or restrictions on disposal	This lease contains a provision that prohibits or restricts dispositions
LR9	Rights of acquisition	The matters set out in paragraph 29 of Schedule 3
LR10	Restrictive covenants affecting other land	Not applicable
LR11	Easements LR11.1 Easements granted by this lease for the benefit of the Property LR11.2 Easements granted or reserved by this lease over	 LR11.1 The easements set out in Schedule 1 LR11.2 The easements set out in Schedule 1

<p>the Property for the benefit of other property</p>	
<p>LR12 Estate rentcharge</p>	<p>None</p>
<p>LR13 Application for standard form restriction</p>	<p>Not applicable</p>
<p>LR14 Declaration of trust</p>	<p>Not applicable</p>

	additional premises which in the Specified Period shall have been acquired and developed so as to form an additional part thereof
"the Premises"	means the property described in Schedule 1
"the Common Parts"	means any malls pedestrian ways circulation areas staircases escape routes lifts escalators forecourts landscaped areas and other ways or areas or parts (of whatsoever nature) in the Centre designated by the Landlord or intended from time to time for the common use or enjoyment by occupiers and users of the Centre and any roads circulation areas service areas trucking corridors service corridors staircases lifts escalators fire escape routes forecourts and other ways or areas or parts (of whatsoever nature) in the Centre designated by the Landlord or intended for common use for the purpose inter alia of loading unloading and transporting goods and refuse but shall exclude the multi-storey car park forming part of the Centre and any lavatories located at the Centre which are maintained at the public expense
"Management Offices"	means any office storage space by the Landlord for the management of the Centre or for the benefit of persons using the Centre
"the Prescribed Rate"	means a rate of interest being xxx% per annum over the base rate from time to time of xxxx or over the base rate of such other bank as the Landlord may nominate from time to time or in the event of any such base rate ceasing to exist such other rate of interest as shall in the reasonable opinion of the Landlord be equivalent to xxxx% per annum above the rate at which money may be borrowed on what is commercially regarded as short term borrowing
"the Service Charge"	means a sum equal to the percentage to be reasonably and properly determined by the Landlord of the total cost incurred by the Landlord in providing undertaking or procuring the Services
"Specified Period"	means the period beginning with the date of this Lease and enduring for eighty years and such period shall be the perpetuity period applicable to this Lease
"the Structure"	means the foundations roofs load-bearing walls and structural columns stanchions lift shafts structural supports lintels and bulkheads of the buildings comprised in the Centre (including without prejudice to the generality of the foregoing any lavatories therein) and all services used in or for the benefit of the Centre (but not exclusively serving the Premises or any Lettable Premises) but excluding:

- (a) the structure of the multi-storey car park forming part of the Centre and
- (b) the structure of any residential units forming part of the Centre and
- (c) the structure of any parts of the Centre which are maintained at the public expense from time to time and
- (d) all other parts of the Centre which are or are intended to be the subject of repairing covenants on the part of the Tenant or other lessees of the Centre

"the insured risks" means (to the extent that insurance against such risks can from time to time be arranged with an insurer of good repute at reasonable cost and on reasonable terms but excluding any risks for which from time to time insurance is not available in the London insurance market at a reasonable premium) loss or damage by fire explosion storm (including lightning) flood earthquake aircraft (other than hostile aircraft) or any article dropped therefrom accident and civil commotion architects and surveyors fees and loss of three years rent (or such longer period as the Landlord reasonably considers necessary) and such other risks as the Landlord acting reasonably may insure against (subject to such exclusions and limitations as are imposed by the insurers)

"the Insurance Rent"

means:-

- (i) a fair proportion (which shall be reasonably and properly determined by the Landlord's Surveyor) of all premiums and other insurance costs charges and expenses payable or incurred by the Landlord for or in respect of the insuring of the Centre pursuant to the covenant in that behalf hereinafter contained and
- (ii) the cost of insurance against the risk of the loss for a period of three years or such longer period as the Landlord shall reasonably consider necessary of the Rent and the Service Charge (and such loss of rent insurance shall allow for and include provision for reasonable and proper anticipated increases in Rent from the date of review and/or the expiration of the Term

"water charges"

shall mean the Water Rate together with any charges for services performed facilities provided or rights made available by the water authority under the powers granted by the Water Act 1973 or any statutory modification or re-

enactment of such Act whether prior or subsequent to the date of this Lease

- 1.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such parties are deemed to be made by or with such persons jointly and severally
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.4 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 1.5 Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute
- 1.6 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered

2 IN consideration of the rents and covenants on the part of the Tenant hereinafter reserved and contained the Landlord hereby demises unto the Tenant ALL THAT the Premises EXCEPT AND RESERVED as therein mentioned TO HOLD the same unto the Tenant for the Term SUBJECT to the matters specified in the registered title number xxxx YIELDING AND PAYING therefor yearly during the said term and so in proportion for any less time than a year the Rent to be paid by equal quarterly payments in advance on the four usual quarter days in every year the first payment of rent to be made on the Rent Commencement Date being an apportioned amount for the period from that date to the day preceding the next following quarter day and as to the rent specified in Part I of Schedule 2 to be paid on the days and in the manner stipulated therein AND ALSO PAYING to the Landlord as further and additional rent on demand:-

FIRST the Insurance Rent

SECONDLY any premium in excess of the standard rate applicable from time to time in respect of the premises and/or the centre or any part thereof for insuring the same against loss or damage by any of the Insured Risks occasioned (a) by the user as hereinafter provided of the premises or (b) by a breach of the provisions of clause 26 of schedule 3

THIRDLY any value added tax which may be chargeable in respect of any rent payable hereunder and

FOURTHLY the Service Charge

- 3 THE TENANT HEREBY COVENANTS with the Landlord to observe and perform the covenants and stipulations set out in Schedule 3
- 4 THE LANDLORD HEREBY COVENANTS with the Tenant to observe and perform the covenants and stipulations set out in Schedule 4
- 5 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as mentioned in Schedule 5

IN WITNESS whereof the parties hereto have executed this Lease as a deed the day and year first above written

SCHEDULE 1

above referred to:

THE PREMISES DEMISED

ALL THAT shop comprising ground and basement premises known as
.....and which premises hereby demised are shown edged red on
plans B and C attached including

- (a) the internal faces of the walls and columns which enclose the Premises including the plaster coverings and any decorative finishes thereof
- (b) the entirety of all walls and columns within the Premises (other than those which are comprised in the Structure) and the internal faces of all structural or loadbearing walls and columns within the Premises including the plaster coverings and any decorative finishes thereof
- (c) the screed and finish of the floors within the Premises
- (d) the internal faces of the ceilings of the Premises including the plaster coverings and any decorative finishes thereof
- (e) all floor slabs separating parts of the Premises from each other all window frames and window furniture and all glass fitted in the windows of or within the Premises
- (f) all doors door furniture and door frames of or within the Premises
- (g) all services located in or upon and exclusively serving the Premises up to the point where they connect to those of statutory undertakers or to those comprised in the Structure
- (h) all landlords fixtures and fittings which may at any time be in or upon and exclusively serving the Premises
- (i) all ventilation sanitary hot and cold water and central heating apparatus and the radiators (if any) within and exclusively serving the Premises
- (j) the interior and exterior of the shop front fascia and entrance at and forming part of the Premises

and shall include the appurtenances thereto belonging together also with all additions alterations and improvements to and rebuilding of the Premises which may be carried out during the Term but (for the avoidance of doubt) shall exclude all parts of the Premises as shall be comprised in the Structure

TOGETHER with the following rights (in common with the Landlord and all others entitled to the like right)

- (i) of way on foot only over and along the Common Parts (and where appropriate with or without vehicles for the loading and unloading of service vehicles)
- (ii) to the free passage and running of gas electricity water and soil through the pipes wires sewers and drains in the Centre serving the Premises
- (iii) all necessary rights of support and protection for the Premises from other parts of the Centre capable of providing such support and protection

EXCEPT AND RESERVING unto the Landlord (and all others entitled or authorised):

- (a) the free and uninterrupted passage of gas electricity water soil and all other services through the pipes wires drains sewers and other conducting media which are now or may at any time hereafter be in under over or passing through the Premises with power for the Landlord its servants and workmen and any others authorised by it at all reasonable times upon reasonable prior notice (except in the case of emergency in which case no such notice shall be necessary) to enter the Premises for the purpose of any matter or thing connected with the repair maintenance management lighting plumbing or drainage of the Centre and/or for the purpose of placing additional pipes wires drains or other services therein and inspecting the drainage pipes sewers and other conducting media in the Premises and the Landlord shall with reasonable speed make good or cause to be made good to the Premises in a reasonable manner all damage occasioned by such placings inspections repairs or alterations
- (b) the right of support shelter and protection from the Premises for such other parts of the Centre as require such support and protection
- (c) the right at any time to build on alter vary modify add to extend or redevelop any part of the Centre or any adjacent or nearby land and premises (but not so as to cause any material interference with the Tenants use and occupation of the Premises)
- (d) the right to build on or into any party wall of the Premises and upon reasonable prior notice to enter the Premises to place and lay in under and upon the same such footings for any intended party wall or party structure with the foundations therefor as the Landlord shall reasonably think proper and for such purpose to excavate the Premises along the line of the junction between the Premises and the Centre or any adjoining or nearby premises and also the right in connection with the said purpose to erect and use scaffolding upon or adjacent to the Premises on completion of the works the Landlord or the person exercising this right forthwith making good any damage caused to the Premises and ensuring that no material interference is caused to the Tenant's use and occupation of the Premises
- (e) the right at any time (except in emergency) upon reasonable prior notice to enter (or in an emergency or after the giving of such prior notice during the Tenant's absence to break and enter) the Premises in order to (i) inspect or view the condition of the Premises (ii) carry out work upon the Centre or any adjacent or nearby premises (iii) carry out any repairs or other work which the Landlord must or may carry out under the provisions hereof (iv) inspect and value the Premises for insurance purposes (v) do any other thing which the Landlord may reasonably require
- (f) The right to enter the Premises from the roof in order to undertake works to the structure of the Premises above the suspended ceiling within the Premises (but not so as to cause any material interference with the Tenant's use and occupation of the Premises)

SCHEDULE 2

above referred to:

Part I

1 "Current Market Rental"

For the purpose of this part of the Schedule "Current Market Rental" means the rent at which the Premises might reasonably be expected to be let at the relevant Rent Review Date in the open market by a willing landlord to a willing tenant by one lease of the Premises for a term equal to the residue of the Term from the relevant Rent Review Date or ten years (whichever is the greater) without a premium with vacant possession of the whole of the Premises and subject to the provisions of this Lease (other than the amount of the Rent but including the provisions for rent review) on the assumptions

- 1.1 that at the relevant Rent Review Date the Premises are fully fitted out and fit for immediate occupation and use
- 1.2 that the tenant has the benefit of any licences granted to the Tenant in respect of or connected with the Premises or the Centre
- 1.3 that no alterations or additions have been carried out to the Premises by the Tenant its predecessors in title or its or their underlessees during the Term which have diminished the rental value of the Premises
- 1.4 that the rent commences to be payable on the relevant Rent Review Date and that at such date the willing tenant has already enjoyed the benefit of any rent free period or other rental concession or incentive which on a new letting with vacant possession might be granted to an incoming tenant to cover the period of such tenants initial fitting out work
- 1.5 that the Tenant is fully able to recover any Value Added Tax payable on the Rent and/or other items of expenditure under this Lease and
- 1.6 that if the Premises have been destroyed or damaged or become inaccessible they have been fully restored rebuilt and rendered accessible

but disregarding:

- 1.7 any subsisting breach of the Landlord's or the Tenant's covenants or of the conditions contained in this Lease
- 1.8 any effect on Rent of the fact that the Tenant or its predecessors in title have been in occupation of the Premises
- 1.9 any goodwill attached to the Premises by reason of the carrying on thereof of the business of the Tenant or its predecessors in such business since the commencement of the Term
- 1.10 any increase in the rental value of the Premises attributable to the existence at the relevant Rent Review Date of any improvement to the Premises or any part thereof carried out by the Tenant or the Tenant's predecessors in title during the Term not being an improvement which was carried out:

- 1.10.1 in whole or in part in pursuance of an obligation expressed or implied on the part of the Tenant herein and/or
- 1.10.2 without the prior written consent (if required) of the Landlord and not in complete compliance in all respects with the covenants on the Tenant's part herein contained and/or
- 1.10.3 in whole or in part twenty one years or more before the relevant Rent Review Date
- 1.11 all restrictions whatsoever relating to rent contained in any statute and any direction thereby given relating to any method of determining rent
- 2 Rent Review Procedure
 - 2.1 The Rent shall be reviewed at each Rent Review Date and from and including each Rent Review Date the Rent shall be the greater of
 - (a) the Rent payable immediately before the relevant Rent Review Date or if payment of the Rent has been suspended the Rent which would have been payable had there been no suspension and
 - (b) the Current Market Rental
 - 2.2 The Current Market Rental may be agreed in writing at any time between the Landlord and the Tenant but if for any reason the Current Market Rental has not been so agreed at a date three (3) months before the relevant Rent Review Date either party may by notice in writing to the other require the Current Market Rental to be determined by an independent chartered surveyor of not less than 10 years standing who is experienced in valuing property similar to the Premises ("the Review Surveyor")
 - 2.3 In default of agreement between the Landlord and the Tenant on the appointment of the Review Surveyor then either party may at any time whether before or after the relevant Rent Review Date apply to the President for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by the President to make appointments on his behalf) ("the President") to appoint the Review Surveyor.
 - 2.4 The Review Surveyor shall act as an independent expert; and
 - (a) unless the Review Surveyor shall otherwise direct the Landlord and the Tenant shall each be responsible for an equal share of his fees and if either party shall pay the whole of the Review Surveyor's fees he shall be entitled to recover one half of them from the other party
 - (b) the Review Surveyor may invite the Landlord and the Tenant to submit to him within such period (but not exceeding 30 working days) as he shall consider appropriate such representations concerning the amount of the Current Market Rental and such supporting evidence as they may wish
 - (c) the Review Surveyor shall within 60 working days of his appointment or within such other period as the Landlord and Tenant shall agree give to each of them written notice of the amount of the Current Market Rental as determined by him
 - 2.7 The Review Surveyor shall be required to produce a statement of reasons when giving notice to the parties of his determination as to the amount of the Current Market Rental

2.8 If the Review Surveyor fails to give notice of his determination in the agreed period or refuses to act or dies or becomes incapable of acting then either party may apply to the President to appoint another person to act as the Review Surveyor which procedure may be repeated as many times as necessary

3 Memoranda of Revised Rent

When the amount of any Rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof recording such revised Rent shall thereupon be endorsed upon or annexed to this Lease and the Counterpart thereof and signed by or on behalf of the Landlord and the Tenant

4 Payment on Account and on Determination

If and so often as the Rent in respect of any period has not been ascertained pursuant to the foregoing provisions before the first day hereby appointed for payment the Tenant shall continue to pay at the rate equal to the Rent payable immediately before the commencement of the relevant period (such payments being on account of the Rent for that period) until the first date for payment of the Rent after the Rent for that period shall have been ascertained and on that date ("the Material Date") there shall be payable by the Tenant to the Landlord by way of rent (in addition to the amount of the Rent otherwise due on that date) the aggregate of the amounts by which the instalments of the Rent payable on account in respect of that period as hereinbefore provided fall short of the amounts which would have been payable if the Rent for the period had been ascertained before the first day for payment ("the Revised Rent") together with interest at 4% below the Prescribed Rate in respect of each instalment due prior to the Material Date on the difference between the Rent paid on account as hereinbefore provided and the Revised Rent for the period from the date when the said instalment was due up to the date upon which payment is actually made

5 Statutory Rent Restriction

If any lawful provision shall prohibit or restrict:

5.1 revision of the Rent payable hereunder or

5.2 the demand for or acceptance of the Rent as reviewed in accordance with the provisions hereof in full at any Rent Review Date

the Landlord may at any time that such provision is removed or relaxed prior to the next Rent Review Date thereafter serve upon the Tenant a notice in writing requiring an intermediate revision of the Rent on such date as is twenty eight days after the date of the posting of such notice which shall then be deemed to be an additional Rent Review Date and the foregoing provisions of this clause shall then take effect accordingly

6 Time Not of the Essence

For the purpose of this part of this Schedule time shall not be of the essence

Part II

- 1 In this part of the Schedule and in this Lease (unless otherwise stated):
 - 1.1 "the Services" means the services facilities and other matters set out in Schedule 6
 - 1.2 "Service Costs" means the costs and expenditure incurred by the Landlord in relation to the Services (including all Value Added Tax payable in respect thereof save where the same is recovered by the Landlord in its VAT accounting with H M Customs and Excise)
 - 1.3 "the Accounting Period" means the year or part of a year ending on 31st March or on such other date as may from time to time be fixed by the Landlord
 - 1.4 "Payment Dates" means the usual quarter days in each Accounting Period
- 2 The Tenant shall pay the Service Charge on the days and in the manner and otherwise in accordance with the provisions hereinafter contained
- 3 The Landlord shall on or before the commencement of each Accounting Period (or as soon thereafter as circumstances shall require or permit) supply the Tenant with a written statement specifying:
 - 3.1 The Landlord's estimate of the likely amount of the Service Costs in respect of such Accounting Period and
 - 3.2 The amount of the estimated Service Charge payable by the Tenant divided by the number of instalments equivalent to the number of the Payment Dates for the relevant Accounting Period (such instalments being wherever practicable in equal amounts)
- 4.1 On each Payment Date the Tenant shall pay the amount as detailed in sub-paragraph 3.2 above as specified in the aforesaid statement
- 4.2 If the Landlord has not supplied the relevant statement under paragraph 3 of this Schedule then the Tenant will pending receipt of the same pay on each Payment Date the amount payable hereunder in the previous Accounting Period on each Payment Date and on such statement being issued the Tenant will on the next Payment Date pay or be allowed (as the case may be) the difference between the total amount paid on the said Payment Dates during that Accounting Period and the total of any such payments which should have been made if the statement had been issued before the commencement of the Accounting Period
- 5.1 The Landlord shall cause proper books of account to be kept in respect of the Service Costs for each Accounting Period
- 5.2 The Landlord shall cause an account of the Service Costs to be taken as soon as practicable after the completion of each Accounting Period which shall certify the actual Service Costs for the relevant Accounting Period and a copy of the certificate shall be served on the Tenant as soon as practicable with a statement from the Landlord or the Landlord's managing agents as to the balance (if any) due to or from the Tenant having regard to payments already made on account
- 5.3 Any balance due from the Tenant to the Landlord in respect of the relevant Accounting Period shall be paid within twenty one days of the service of the copy certificate and statement and any balance due from the Landlord to the Tenant shall be allowed from the instalment of the Service Charge next due or shall be forthwith paid to the Tenant if the Term has come to an end

- 6 If during any Accounting Period it shall reasonably appear to the Landlord that its previous estimate of Service Costs is likely to be exceeded then the Landlord may in its discretion (acting reasonably) serve on the Tenant a statement of such deficit and the proportion thereof due as the Service Charge in consequence thereof and any such sums so required shall be paid by the Tenant within twenty one days of the demand therefor Such demand and payment shall be taken into account under 5.2 and 5.3 of this Schedule
- 7 A duly certified copy of any statement or certificate provided for by this Schedule shall (save in the case of manifest error) be evidence for the purposes of this Lease of the matters covered by such statement or certificate but the Landlord shall upon request permit the Tenant to inspect at any time up to two months after delivery of a statement the vouchers and receipts for items included in it
- 8 The inclusion of any of the Services in this Schedule shall not imply an obligation on the part of the Landlord to provide such service
- 9 The Service Charge and any payments on account thereof under paragraph 4.1 above shall be deemed to accrue from day to day
- 10 Notwithstanding the definition of the Service Charge in Clause 1 of this Lease the Landlord may by written notice to the Tenant given at any time (but at least 28 days before the commencement of the particular Accounting Period) be entitled at its reasonable discretion to vary the percentage proportion of the Service Costs which comprises the Service Charge (and the equivalent proportions of the Service Costs payable by other tenants of any other premises let or capable of being let within the Centre ("Lettable Premises") in the following circumstances:
- 10.1 If the physical nature of the Centre or of the Lettable Premises changes
- 10.2 If the Landlord fairly and reasonably so requires

Provided that the basic philosophy of the original method of assessment applied in establishing the Service Charge is followed

And to substitute therefor such other percentage proportions as the Landlord in its discretion reasonably and properly considers appropriate And so that any such new percentage proportion so nominated by the Landlord in respect of the Premises will henceforth for the following Accounting Period specified and for all later Accounting Periods (or until this paragraph 10 again has effect) be the Service Charge and if required by the Landlord an appropriate endorsement evidencing the same will be made on this Lease and its counterpart and executed by the parties

SCHEDULE 3

above referred to:

Covenants by the Tenant

- 1 To pay the said Rents at the times and in the manner at and in which the same is herein reserved and made payable without any deduction
- 2 To pay and discharge all rates water charges taxes assessments outgoings and impositions whatsoever (whether parliamentary parochial or otherwise) which are now or may at any time hereafter be assessed charged or imposed upon the Premises or on the owner or occupier in respect thereof and all proper proportions thereof
- 3 Not without the previous written consent of the Landlord's Surveyor (not to be unreasonably withheld or delayed) to make any changes to the fascia or signage of the Premises or to change in any way the tints or colour of the exterior of the shop front from that previously approved
- 4 From time to time and at all times during the Term well and substantially to repair cleanse and keep in good and substantial repair and condition the Premises and all appurtenances thereunto belonging of whatsoever nature (damage by the Insured Risks excepted) and to replace all Landlord's fixtures and fittings as and when necessary
- 5 In every fifth year of the Term to prepare and paint polish varnish or otherwise treat as appropriate all external parts of the shop front fascia and entrance at the Premises ("the Shop Front") previously or usually or requiring to be painted polished varnished or otherwise treated respectively and also as often as may be reasonably necessary to clean and/or wash down all external surfaces of the Shop Front and in every seventh year of the Term in like manner to prepare and paint polish varnish or otherwise treat as appropriate all internal parts of the Premises previously or usually or requiring to be so treated such painting and redecorating (both external and internal) to be with two coats at least of good quality paint polish varnish or other treatment (as appropriate) and all such works to be carried out in a good and workmanlike manner
- 6 At the expiration or sooner determination of the Term quietly to yield up the Premises so painted polished papered treated washed preserved repaired cleansed and kept as aforesaid together with all additions and improvements thereto and all fixtures which during the Term may be affixed or fastened to or upon the Premises (Tenant's or trade fixtures only excepted)
- 7 To execute and comply with at the expense of the Tenant all works and other requirements whatever as may now or at any time during the Term be directed or required by any local or other public authority or Court of competent jurisdiction or statute or bye-law to be executed or done upon or in respect of the Premises or any additions thereto or any part thereof or the user thereof or employment or residence therein of any person or persons or fixtures machinery plant or chattels therein or by the owner or occupier thereof and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to any such works things or requirements and not at any time during the said term to do or omit or suffer to be done or omitted on or about the Premises or any part or parts of the Centre any act or thing by reason of which the Landlord may under any order or enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 8.1 In this clause the Planning Acts means the Town & Country Planning Act 1990 and any regulations or orders made or having effect thereunder

- 8.2 at all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and of all consents permissions and conditions (if any) granted or imposed or having effect thereunder so far as the same respectively relate to or affect the Premises or any part thereof or any operations works acts or things already or hereafter to be carried out executed done or omitted thereon or the use thereof for any purpose
- 8.3 during the Term so often as occasion shall require at the expense in all respect of the Tenant to obtain from (as the case may be) the local planning authority or the Secretary of State for the Environment all such consents and permissions (if any) as may be required for the carrying out of any operations on the Premises or the institution or continuance thereon of any use thereof which may constitute development within the meaning of the Planning Acts but so that no application for planning permission shall be made without the previous written consent of the Landlord (which consent shall not be unreasonably withheld)
- 8.4 to pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the institution or continuance of any such use as aforesaid
- 8.5 notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to the Premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by or for which the Landlord's consent is required to be obtained under this Lease and for which a planning permission needs to be obtained) before a planning permission therefor has been produced to the Landlord and acknowledged by it in writing as satisfactory to it but so that the Landlord may refuse so to express its satisfaction with any such planning permission on the ground that the period thereof or any condition contained therein or anything omitted therefrom in the reasonable opinion of the Landlord's Surveyor would be or be likely to be prejudicial to its interest in the Premises or the Centre whether during the Term or following the determination or expiration thereof
- 8.6 unless the Landlord shall otherwise direct to carry out and complete before the expiration or sooner determination of the Term any works stipulated to be carried out to the Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission granted for any development begun before such expiration or sooner determination
- 8.7 if and when called upon so to do to produce to the Landlord's Surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this covenant have been complied with in all respects
- 9.1 To permit the Landlord at all reasonable times upon reasonable prior notice (and at any time without notice in case of emergency) to enter into and upon the Premises to view the state of repair and condition thereof and to take a schedule of the Landlord's fixtures and fittings and of any dilapidations and to exercise the rights herein excepted and reserved and to carry out valuations for insurance purposes or for any other reasonable purpose connected with the Landlord's interest in the Premises or the disposal or charging thereof
- 9.2 To permit the Landlord at reasonable times upon reasonable prior notice (and at any time without notice in case of emergency) to enter upon the Premises for the purpose of executing repairs additions alterations or other works to or upon any part or parts of the Centre or for making repairing maintaining renewing connecting or cleansing any services belonging to or leading to or from the same the persons entering making good to the Tenant all damage thereby occasioned to the Premises

- 10 As soon as reasonably practicable after notice in writing shall be given to or left on the Premises for the Tenant by the Landlord to commence and as expeditiously as possible complete the repair and making good in a proper and workmanlike manner of all defects and wants of reparation repair or renewal for which the Tenant is liable hereunder And in case the Tenant shall make default in so doing within three calendar months after the date of any such notice it shall be lawful (but not obligatory) for the Landlord (without prejudice to the right of re-entry hereinafter contained) to enter upon the Premises upon reasonable prior notice (and at any time without notice in case of emergency) and to remedy repair and make good the same at the proper cost of the Tenant which cost together with all expenses properly incurred by the Landlord in connection therewith (including all solicitors surveyors and other professional fees) shall be treated as rent in arrears and repaid by the Tenant to the Landlord within 21 days of demand
- 11 To permit the Landlord or its respective agents at any time within 6 months next before the expiration or sooner determination of the Term to enter upon the Premises to take schedules or inventories of the fixtures and things to be yielded up at the expiration of this Lease and to affix upon any suitable part thereof notice boards or bills for reletting or selling the same and that the Tenant will not remove or obscure the same and will permit all persons by order in writing of the Landlord or its agents to view the Premises at reasonable hours in the daytime without interruption
- 12 To pay to the Landlord within 21 days of demand all proper costs charges and expenses (including but without prejudice to the generality of the foregoing solicitor's costs counsel's fees architects' and surveyors' and other professional fees and commission payable to a bailiff) properly incurred by the Landlord:
- 12.1 incidental to the preparation and service of any notice under section 146 of the Law of Property Act 1925 and/or in or in contemplation of any proceedings under section 146 or 147 of the said Act (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under the said section 146 is complied with by the Tenant or the Tenant has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court) and to keep the Landlord fully indemnified against all proper costs charges expenses claims and demands whatsoever in respect of any such proceedings and the preparation and service of any such notice
- 12.2 incidental to the preparation and service of any schedule of dilapidations at any time during or within 6 months after the expiration of the Term (but relating in all cases only to dilapidations which accrued prior to the expiration or sooner determination of the Term howsoever the same may be determined)
- 12.3 in connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease
- 12.4 in relation to any application or request by the Tenant for the Landlord's consent or approval in connection with the Premises pursuant to any of the provisions of this Lease (such costs to include reasonable management fees and expenses and the costs of obtaining any consent or approval required from any mortgagee) whether or not the same is refused or granted subject to conditions or the application is withdrawn
- 12.5 in abating a nuisance caused by the act default or omission of the Tenant its servants agents licensees or invitees and in executing all such works as may be necessary for abating such a nuisance in obedience to a notice served by a local or public authority
- 13 Not to obstruct nor encumber with nor place any articles things or goods of any description or vehicles upon the Common Parts nor use the same for the purposes of carrying on any trade or

business thereon or delivering or taking any articles things or goods of any description to or from the Premises

- 14 To ensure that all deliveries to or collections from the Premises of any articles things or goods of any description shall be carried out only from any loading and unloading lane or bay and over any trucking way provided for those purposes in any service road comprised in and forming part of the Centre and not to store any such articles things or goods in the said service road lane bay or trucking way or otherwise allow the same to be obstructed or left in a dirty untidy or dangerous condition so as to interfere with or prevent the full and free user thereof by other tenants in the Centre nor permit or allow vehicles to park in the said lane or bay except for the purpose of such loading or unloading and not to park at all in the said service road
- 15.1 Not at any time during the said term without the licence in writing of the Landlord first obtained to make any alteration or addition whatsoever structural or otherwise in or to the Premises or any part thereof or cut maim or remove any of the foundations walls beams columns roofs canopies or any other structural parts thereof (such licence of the Landlord not to be unreasonably withheld or delayed and if granted to be without prejudice nevertheless to the provisions of Clauses 7 and 8 of this Schedule)
- 15.2 upon expiration or sooner determination of the term the Tenant will unless otherwise directed reinstate the Premises removing all additions and alterations to the Premises together with all Tenant's or trade fixtures or fittings and all notice boards and signs bearing the name of or otherwise relating to the Tenant or its business
- 16 Not to deposit on any part of the Premises any rubbish or refuse of any kind other than in proper receptacles and to ensure that such receptacles are regularly emptied and not to burn any rubbish or refuse on the Premises except in proper receptacles
- 17 Not to stop up or obstruct in any way whatsoever or permit oil grease or other deleterious matters or substances to enter the surface water drains or sewers serving the Premises and to install and use such plant as may be reasonably required from time to time in accordance with the best modern practice to prevent any such deleterious matters or substances from entering such drains or sewers
- 18 Not to make any excavation or sink any well upon or within the Premises or interfere with or by building or otherwise damage or cause access to any pipes wires cables drains sewers watercourses conduits or subways which now are under in or through the Premises or the Centre to be or become more difficult than the same now is and not in any way to cause or permit or suffer any damage to be done to the structure or any part of the Centre or any extension thereof by the Tenant or any person in the Tenant's employment or control and if any such damage is so caused or permitted or suffered in contravention of this covenant to pay to the Landlord upon demand the proper cost incurred by the Landlord in repairing and making good such damage and in reinstating the structure or the Centre or any extension thereof to its former state and condition and all loss and expense sustained or incurred by the Landlord by reason of such damage
- 19 To comply with the Tenants handbook/management regulations issued by or on behalf of the Landlord in respect of the Centre and all lawful and reasonable regulations and directions (including regulations or directions as to the means of bringing wires cables pipes and ducts into the Premises) as the Landlord may from time to time make or give for the orderly convenient and proper management of the Centre or any extension thereof or for complying with health and safety requirements or for the regulation of vehicular traffic into from and within the same or for loading and unloading from the said service road

- 20 To give immediate notice thereof to the Landlord in the event of the Premises or any part thereof being damaged or destroyed by fire or any other risk against which the Landlord may insure and also to give immediate notice to the Landlord of any wants of repair or maintenance to those parts of the Centre which affect the Premises and which the Landlord is liable to repair as hereinafter provided in Schedule 4
- 21 Not knowingly to suspend or permit or suffer to be suspended any heavy load from the ceiling of the Premises or the structure thereof nor bring into the Premises any safe or other heavy article or load or use the floor of the Premises or the structure thereof in any manner which will in any way impose a weight or strain in excess of that for which the Premises or the structure thereof is constructed to bear after due allowance made for safety
- 22 Not to do permit or suffer to be done or omitted anything which may overload the electricity supply to the Premises or damage or cause the failure of such supply to other parts of the Centre and to indemnify and keep indemnified the Landlord from and against all actions claims damages demands losses costs and expenses whatsoever occasioned by or arising out of such failure (due to the Tenant's action or inaction) of the electricity supply to any other part or parts of the Centre and not at any time during the said term to make any alteration or addition to the electrical installation in the Premises save in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the electricity supply authority
- 23 Without prejudice to the provisions of Clauses 8 and 15 of this Schedule upon every occasion when the licence or consent of the Landlord is sought or is required under this Lease whether to a change in the user hereby authorised or to the carrying out of any alterations or additions to the Premises or otherwise to furnish to the Landlord (in addition to a copy of any necessary planning permission to be supplied pursuant to Clause 8 of this Schedule) drawings and specifications in quadruplicate showing the proposed alterations and additions and to enter into such covenants as the Landlord may reasonably require and to pay the legal costs and expenses and surveyor's fees and management fees reasonably and properly incurred by the Landlord in connection with the granting of such licence or consent
- 24 Not without the consent in writing of the Landlord first obtained (such consent if granted to be without prejudice nevertheless to the provisions of Clause 8 of this Schedule) to use the Premises or any part thereof or suffer the same to be used otherwise than as a high quality retail café and sandwich shop for such other retail trade or business as shall be first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) and provided that the same does not conflict with the principles of good estate management and is a use within Class A1 of the Town and Country Planning (Use Classes) Order 1987
- 25 Not at any time to play or permit or cause to be played in or upon the Premises any kind of musical instrument whatsoever nor sing or allow or cause any singing to take place therein or thereupon nor play permit or cause to be played or permitted in or upon the Premises by means of any sound reproducing apparatus whether in or upon the Premises or relayed thereto any music or singing which shall be audible from outside the Premises
- 26 Not to permit any sale by auction or public meeting to be held upon the Premises nor do permit nor suffer to be done in or upon the Premises or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or its tenants or the occupiers of the Centre or of any adjoining or neighbouring premises nor anything whatsoever which may render the Landlord liable to pay in respect of the Premises and/or the Centre or any part thereof a rate of premium for insurance in excess of the standard rate applicable from time to time or in excess of the rate applicable at the date of this

Lease to the user hereby authorised if such last mentioned rate shall be greater than the standard rate applicable from to time or anything whatsoever which may make void or voidable any policy for such insurance and to repay to the Landlord all expenses incurred by it in or about any renewal of such policy rendered necessary by a breach of this covenant and in the event of the Premises or any part thereof being damaged or destroyed by any of the risks against which the Landlord insures as hereinafter provided and the insurance money under any insurance against the same being wholly or partly irrecoverable by reason solely or in part by any act or default of the Tenant then and in every such case the Tenant will forthwith on demand pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely reinstating or rebuilding the Premises

- 27 Not to stop up darken or obstruct any windows or lights belonging to the Premises or to any other premises in the Centre or other buildings belonging to the Landlord or permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Premises which may be or grow to the damage annoyance or inconvenience of the Landlord or any of their other tenants and that in case any such window light opening doorway path passage drain or other encroachment or easement shall be made or acquired or attempted to be made or acquired the Tenant will give immediate notice thereof to the Landlord and will at the request and cost of the Landlord adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement
- 28.1 Not to assign charge underlet or part with or share the possession or occupation of part only of the Premises PROVIDED that clauses 28.3.2 and 28.3.3 shall operate without prejudice to the right of the Landlord to withhold such licence on any other ground or grounds where such withholding of consent would be reasonable and proper or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable and proper
- 28.2 Not to assign charge underlet or part with or share possession or occupation of the whole of the Premises except as permitted in accordance with subclauses 28.3 and 28.4 below and in strict compliance with sub-clause 29
- 28.3.1 Subject to clauses 28.3.2 and 28.3.3 not to assign or charge the whole of the Premises without first obtaining the written licence of the Landlord which shall not be unreasonably withheld or delayed
- 28.3.2 If any of the following circumstances (which are specified for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) shall apply either at the date when application for the licence to assign is made or after that date but before such licence is given the Landlord may withhold licence for the assignment and if after such licence has been given but before completion of the assignment any such circumstances apply the Landlord may revoke such licence (whether such licence is expressly subject to a condition as referred to in clause 28.3.3.3 or not):
- 28.3.2.1 any sum properly and lawfully due from the Tenant under this Lease remains unpaid
- 28.3.2.2 in the Landlord's reasonable opinion there is any material outstanding breach of any covenant and which is:
- 28.3.2.2.1 a lessee's covenant under this Lease or
- 28.3.2.2.2 a personal covenant undertaken by the Tenant making the application for the licence to assign

- 28.3.2.3 in the Landlord's reasonable opinion the assignee is not a person who is likely to be able to comply with the lessee's covenants of this Lease
- 28.3.2.4 in the case of an assignment to a company which is in the same group (within the meaning of Section 42 of the Landlord and Tenant Act 1954) as the Tenant in the Landlord's reasonable opinion the assignee is a person who is or may become less likely to be able to comply with the lessee's covenants of this Lease than the lessee making the application for the licence to assign (which likelihood is adjudged by reference in particular to the financial strength of that lessee aggregated (if one exists) with that of any guarantor and the value of any other security for the performance of the lessee's covenants of this Lease when assessed at the date of the grant or assignment of this Lease to that lessee)
- 28.3.3 The Landlord may impose any or all of the following conditions (which are specified for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) on giving any licence for an assignment by the Tenant and any such licence shall be treated as being subject to each of the following conditions:
- 28.3.3.1 upon or before any assignment and before giving occupation to the assignee the Tenant making the application for the licence to assign shall enter into an authorised guarantee agreement in favour of the Landlord in terms reasonably acceptable to the Landlord
- 28.3.3.2 if the financial status of the proposed assignee shall be less than the financial status of the assignor then if so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation procure one or more guarantors reasonably acceptable to the Landlord who shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord in terms reasonably acceptable to the Landlord
- 28.3.3.3 the written licence to assign contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in clause 28.3.2 apply the Landlord may revoke the licence by written notice to the Tenant
- 28.3.3.4 Sub-clause 29 has not been complied with in its entirety
- 28.4 Not without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed to underlet the whole of the Premises and then only when the following conditions are fulfilled:
- 28.4.1 every underlease shall be granted subject to the covenants on the part of the Tenant (other than the covenant to pay the Rent) and the conditions and provisions contained in this Lease and shall contain a qualified covenant by the undertenant not to assign or charge the whole of the premises demised thereby and an absolute covenant by the undertenant not to underlet or part with or share possession or occupation of the whole or any part of the premises demised thereby
- 28.4.2 an agreement between the underlandlord and the undertenant for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 in the same terms as to Clause 28.3.3
- 28.4.3 contain provision for re-entry by the underlandlord on breach of any covenant condition or agreement by the undertenant
- 28.4.4 prior to the grant of any underlease the undertenant shall have executed a deed containing a direct covenant with the Landlord to perform and observe all the covenants on the part of the Tenant (other than the covenant to pay the Rent) and all other conditions and provisions contained in this Lease

- 28.4.5 every underlease shall be at the best rent then obtainable on the open market for premises of a like type used for like purposes with vacant possession without taking a fine or premium at the time of such underletting
- 28.4.6 in every underlease the yearly rent thereby reserved shall not be commuted or be payable more than one quarter in advance and shall be subject to review provisions which shall correspond as to their terms and dates to the provisions of Part 1 of Schedule 2
- 28.4.7 if the Landlord shall reasonably so require, every underlease shall be excluded from the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954
- 28.4.8 every underlease shall be in a form first approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- 28.4.9 the Tenant will not without the prior written consent of the Landlord (not to be unreasonably withheld or delayed) vary or waive the terms to be contained in any underlease granted pursuant to this clause and will at all times diligently and at its own expense take all steps necessary to enforce the same
- 28.4.10 the Tenant shall serve all requisite notices to bring into effect and otherwise operate and enforce all provisions for the review of the yearly rent payable under any underlease granted pursuant to this clause with due regard to the interest of the Landlord under this Lease and in particular (without prejudice to the generality of the foregoing) shall before agreeing the amount of the yearly rent to be payable following any such review notify the Landlord of the amount of such rent that the Tenant considers is the yearly rent to be payable in accordance with the rent review provisions of the relevant underlease and take into account any representations made by the Landlord before agreeing the amount of such rent
- 28.4.11 To make every application for a consent under this clause in writing such application to be accompanied by the following relating to the proposed assignee or undertenant:
- 28.4.11.1 a banker's reference and an accountant's or other professional reference
- 28.4.11.2 a previous landlord's reference (if applicable)
- 28.4.11.3 if he has previously traded two trade references or in the case of a company the then most recent audited trading accounts
- 28.4.11.4 if he has not previously traded two references given by responsible persons or bodies
- 29.1 Not to assign the whole of the Premises unless the Tenant has given prior written notice to the Landlord of its intention to assign (an "Assignment Notice") containing full and accurate particulars of the proposed assignee, the proposed terms and the amount of any premium or reverse premium (exclusive of VAT) (the proposed terms and the amount of any premium having been negotiated in good faith and at arms' length);
- 29.2 The Landlord may, within the period of twenty one (21) days after receipt of an Assignment Notice (the "Counter-Notice Period"), give to the Tenant a written counter-notice to the effect that it wishes to accept, on the same terms and for the same amount of any premium as stated in the Assignment Notice, a surrender of this Lease. If no such counter-notice is given, then, subject to the provisions of this paragraph 29, the Tenant may during the period of one hundred and twenty (120) days following the end of the Counter-Notice Period assign the whole of the Premises to the proposed assignee stated in the Assignment Notice at a price not less than the premium (nor more than the

reverse premium), and on terms no less beneficial to the Tenant than those specified in the Assignment Notice;

- 29.3 If the Landlord gives a counter-notice under sub-clause 29.2 then the Tenant shall surrender and the Landlord shall accept a surrender of this Lease and completion of the agreement to surrender shall take place on the date which is forty two (42) days after the date of the Landlord's written counter-notice accepting a surrender of the Lease (or, if that is not a working day, the next working day after that date) and shall be on the following terms:
- (i) the agreement to surrender shall be subject to the edition of the Standard Commercial Property Conditions current at the date on which the Landlord serves its written counter notice accepting a surrender of the Lease or, if there is none, then such other set of conditions for the sale and purchase of commercial property as may be in general use at that time which may be agreed by the Landlord and the Tenant (or in the absence of agreement, which may be nominated by the Landlord, acting reasonably), so far as they are applicable to and not varied (expressly or by implication) by or inconsistent with the terms set out in this paragraph 29.3;
 - (ii) the surrender shall be for the amount of the premium (if any) stated in the Assignment Notice;
 - (iii) the surrender shall be on the basis that vacant possession will be given of the Premises and the Tenant knows of no overriding interests affecting its estate and interest in the Premises other than those disclosed in the Assignment Notice and those apparent on inspection;
 - (iv) completion shall not prejudice the rights of the Landlord in respect of arrears of rent or any antecedent breach of covenant by the Tenant; and
 - (v) where VAT is payable on the premium (if any), the Tenant must produce a VAT invoice addressed to the Landlord and the Landlord must pay VAT on the premium at the rate in force at the appropriate date;
- 30 Within one month after any assignment or underletting or the assignment of an underlease whether immediate or mediate or after any devolution by Will or otherwise or mortgage or charge affecting the Premises (except a floating charge affecting an underlease or a sub-underlease granted out of an underlease) to produce to the solicitor for the time being of the Landlord a certified copy of the deed or instrument effecting the same and pay his fee for the registration thereof
- 31 Not to place or affix any aerial sign signboard advertisement hoarding fascia placard bill notice or other notification whatsoever to or upon any part of the Centre or without the Landlord's prior written consent (not to be unreasonably withheld or delayed) to or upon the outside of the Premises or in or upon the windows thereof other than the usual unobjectionable trade notices on the inside of the windows only provided that such notices do not exceed more than 15% of the window area
- 32 To indemnify and keep indemnified the Landlord from and against all actions costs expenses and liabilities made or claimed by any person or by any other tenant of the Centre on account of injury to persons or damage to premises or goods or other property and occasioned by or arising out of any breach by the Tenant of its obligations or covenants under this Lease or its use or occupation of the Premises or the state and condition thereof or any act or omission of the Tenant its servants or agents

- 33 To keep the display windows of the Premises clean and suitably dressed and illuminated in keeping with a high class shopping centre in the locality
- 34 Upon receipt of a Value Added Tax invoice to pay all Value Added Tax at the rate for the time being in force as shall be legally payable in respect of all moneys (including the Rent) covenanted to be paid by the Tenant under the terms of this Lease or as the case may be to repay to the Landlord any Value Added Tax borne by the Landlord (except to the extent in the latter case to which the Landlord in respect of services rendered to the Landlord can recover the same in its accounting with the appropriate revenue authority) and in every case where in this Lease the Tenant covenants to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax (or such other tax or duty) which may from time to time be legally payable thereon and the Landlord shall have the same remedies for non-payment of any Value Added Tax as if the same formed part of the said yearly rent or other taxable supply
35. To indemnify and keep indemnified the Landlord against all actions proceedings damages costs claims and other expenses whatsoever which may be suffered or incurred in respect of any future breach or non-observance or non-performance by the Tenant of any of the matters contained or referred to in the property and charges registers of title number xxxx so far as they relate to the Premises

SCHEDULE 4

above referred to

Covenants by the Landlord

- 1 That the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person or persons lawfully or equitably claiming under or in trust for it
- 2 Subject as mentioned in paragraph 2 of Schedule 5 to keep the Structure and the outside of the Centre in good substantial repair and decorated
- 3 To provide and perform or procure the provision and performance of the services set out or referred to in Categories A B and C of Schedule 6 in accordance with the principles of good estate management of a high class shopping centre PROVIDED THAT:
 - 3.1 the Landlord shall not be liable for any failure or interruption of any service due to necessary repair replacement or maintenance of any apparatus or installation or unavoidable shortage of fuel materials water or labour or any other cause beyond the Landlord's control
 - 3.2 the Landlord shall not be liable to the Tenant for failure to provide any Services unless the Landlord has had written notice of and a reasonable period in which to remedy the failure
 - 3.3 the Landlord may in its absolute discretion extend diminish or otherwise vary the said services from time to time in the interests of good estate management
- 4 To insure and keep insured all buildings in the Centre (including the Premises but excluding the multi-storey car park and all residential units comprised in and forming part of the Centre and any areas of the Centre which are maintained at public expense) against damage by the Insured Risks in the full reinstatement value thereof for the time being (as reasonably determined from time to time by the Landlord) and three years loss of rent (in respect of the Premises) (or such longer as the Landlord shall reasonably consider necessary) and to cause all money received by virtue of such insurance (other than sums received from loss of rent) to be laid out in reinstating the Premises PROVIDED THAT the Landlord's obligation under this covenant shall cease if (i) the insurance shall be rendered void by reason of any act or default of the Tenant and/or (ii) if the Landlord shall determine this Lease in accordance with the proviso to Clause 2 of Schedule 5

SCHEDULE 5

above referred to

Provisos Agreements and Declarations

- 1 Without prejudice to any other right and remedy or power herein contained or otherwise available to the Landlord if the rents hereby reserved or any part thereof shall be unpaid for twenty-one days after the same shall be due or if there shall be any breach of any of the covenants on the part of the Tenant or the conditions contained in this Lease or if the Tenant shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or becomes the subject of an administration order or has a winding up order made against it or shall enter into a composition with its creditors have a receiving order made against it or be adjudicated a bankrupt or shall take the benefit of any Act for the relief of debtors then and in any such case and thenceforth it shall be lawful for the Landlord or any person duly authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant or the conditions contained in this Lease
- 2 In case the Centre or any part thereof at any time during the Term be so damaged by any of the Insured Risks as to render the Premises or any part thereof unfit for occupation or use then (unless no insurance moneys shall be payable owing to the act or default of the Tenant) the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall from and after the date of such damage and until the Centre or the Premises as the case may be shall have been reinstated and made fit for occupation and use or until the expiration of three years (or such longer period in respect of which the Landlord shall have insured against loss of yearly rent) from the date of the damage or destruction (whichever shall be the earlier) be suspended and cease to be payable In the event of dispute as to the amount or duration of the rent to be abated such dispute shall be settled by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors Provided always that in case the Premises or the Centre shall be destroyed or so substantially damaged by any of the Insured Risks that in the opinion of the Landlord's Surveyor Architect reinstatement of the Premises and/or the Centre (as the case may be) in their existing form or layout would be (a) impracticable or impossible for physical or legislative reasons or (b) economically unsound this Lease may at the option of either party be determined by either party giving to the other six months' written notice the Tenant in that event paying the rent hereby reserved up to the date of such damage and thereupon this Lease shall cease and be determined
- 3 Nothing contained in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Landlord (whether forming part of the Centre or not) which might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property nor shall the Tenant be entitled to compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development nor shall the Tenant make or permit to be made any objection to or claim in respect of any works of construction building alteration addition or repair carried out upon any land or property adjoining or near any part of the Centre by the Landlord or any person authorised by it
- 4 The Landlord will use all reasonable endeavours to observe and perform the covenants on its part and conditions contained in Schedule 4 and numbered 2 and 3 but it shall nevertheless incur no

liability in respect of any failure in the performance or observance of any such obligations which is not attributable to the wilful default or negligence of the Landlord

- 5 The Landlord shall not be liable to the Tenant for any consequential damage to the Premises or to any goods or other property of the Tenant thereon and which may be occasioned or arise out of any delay or failure on the part of the Tenant to give notice to the Landlord pursuant to Clause 20 of Schedule 3
- 6 Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of any notice required to be served under this Lease
- 7 Nothing contained in this Lease shall operate expressly or impliedly to confer upon or grant to the Tenant any easement right or privilege other than those expressly granted
- 8 If any sums payable by the Tenant under this Lease are not paid within 14 days of the due date the same shall be payable with interest thereon at the Prescribed Rate calculated on a daily basis from the date when the same became due down to the date on which payment is actually received by the Landlord and the aggregate amount for the time being so payable in respect of sums due to the Landlord shall at the option of the Landlord be recoverable by action or as rent in arrear
9. The Tenant hereby confirms that before it became contractually bound to enter into the tenancy created by this Lease:
 - 9.1.1 The Landlord served on the Tenant a notice dated [] day of September 20..... in relation to the tenancy created by this Lease ("the Notice") in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").
 - 9.1.2 The Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated [] day of [] 20..... in a form complying with the requirements of Schedule 2 of the Order.
- 9.2 The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.
- 9.3 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease
- 10.1 The Tenant may terminate the Term on the [] day of [] 20..... by given to the Landlord not less than 6 months prior written notice.
- 10.2 Any notice given by the Tenant shall operate to terminate the Term only if:-
 - 10.2.1 The rents reserved by this Lease have been paid by the time of such termination; and
 - 10.2.2 There is no subsisting breach of the tenant's covenants in this lease at the time of such termination; and
 - 10.2.3 The Tenant gives the Landlord full vacant possession of the Premises on termination; and
 - 10.2.4 The Landlord has received from the Tenant in cleared funds the sum of £xxx plus VAT

10.3 Upon termination the Term shall cease but without prejudice to any claim in respect of any prior breach of the obligation contained in the lease

10.4 Tim shall be of the essence for the purposes of this paragraph 10

11. The parties to this Lease do not intend that any term of this Lease shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999

SCHEDULE 6

above referred to

CATEGORY A

MANAGEMENT

1 PROMOTION

The promotion and advertising of the Centre provided that such expenditure shall not exceed xx% of the Service Costs in any one year

2 FEES

The payment of the reasonable and proper fees and expenses of the Landlord's surveyors solicitors architects managing agents and any other person or firm employed by the Landlord for the general management and maintenance of the Centre (or in case such person is an employee of the Landlord then a reasonable fee for the Landlord)

3 AUDIT SERVICE CHARGE

The preparation and auditing of accounts of the Service Costs and the payment of all reasonable and proper fees and expenses of any surveyor accountant solicitor the managing agents or any other agent in connection therewith (or in case such work is undertaken by an employee of the Landlord then a reasonable fee for the Landlord)

4 MAINTAIN MANAGEMENT OFFICES

The maintenance repair renewal replacement improvement and keeping in good and substantial repair and condition (including as necessary the periodic inspecting examining overhauling burning off preparing painting washing down decorating burnishing or otherwise treating) of the Management Offices and the provision replacement repair renewal improvement and maintenance of any appliances and equipment used in the repair and maintenance thereof

5 INSURANCE

- (i) Insurance against third party employers and public liability in respect of the Management Offices
- (ii) The maintenance of engineering insurance for lifts boilers and electrical or mechanical equipment and apparatus of the Management Offices
- (iii) The taking out of such further insurances as the Landlord may at its discretion effect in respect of the Management Offices

6 OUTGOINGS OF MANAGEMENT OFFICES

The payment of all charges assessments impositions and other outgoings (other than rent) including water rates and rates payable by the Landlord in respect of the Management Offices and whether or not of a capital or non-recurring nature

7 CLEANING MANAGEMENT OFFICES

The cleansing lighting and reasonable furnishing of the Management Offices (including the cleaning of windows stairs and lobbies) and the provision of heating cooling or mechanical ventilation thereof as appropriate

8 STATUTE AFFECTING MANAGEMENT OFFICES

The taking of all or any steps deemed by the Landlord to be desirable or expedient for complying with making any representations against or otherwise contesting the incidence or provision of any requirement of any Act of Parliament already or hereafter to be passed and every order byelaw notice and regulation made thereunder or in pursuance thereof or by any local statutory or other competent authority in respect of the Management Offices

9 STAFF

The provision of such staff (including a manager) for the servicing management cleansing refuse dispatch and security of the Centre as the Landlord shall consider necessary and discharging in respect of such staff but without prejudice to the generality of the foregoing the cost of:

- (i) insurance pension and welfare contributions
- (ii) transport facilities and benefits in kind
- (iii) the provision of clothing
- (iv) advertising and recruitment costs associated with the engagement of such staff

10 ANTICIPATED EXPENDITURE

The reasonable provision for further or anticipated future expenditure in respect of any of the services specified or referred to in this Category as shall be allocated to the Accounting Period in question as being prudent and reasonable in the circumstances

11. WORKS AND SERVICES

The provision or carrying out of works services or things of any kind (including improvements replacements and renewal of the Management Offices or any item of equipment therein or referred to in this Category) for the operation and management of the Structure as the Landlord thinks fit

CATEGORY B

COMMON PARTS

1 MAINTENANCE

The maintenance cleansing decoration repair renewal replacement improvement and keeping in good and substantial repair and condition (including as necessary the periodic inspecting examining overhauling burning off preparing painting washing down decorating burnishing or otherwise treating) of the Common Parts and the provision replacement repair renewal and (where necessary or appropriate) alteration and improvement of any appliances and equipment used in the repair and maintenance thereof

2 CLEAN AND LIGHT

The cleansing and lighting of the Common Parts (including the cleaning of windows lifts stairs and lobbies thereof) and the provision of heating cooling or mechanical ventilation (if any) thereto

3 LANDSCAPING

The planting and maintenance of landscape features and other decorative items and the provision of decorative lighting and floodlighting including the provision and maintenance of any plants shrubs trees grassed areas and grown or cut flowers in the Common Parts

4 FURNISHINGS

The provision and maintenance of (as the Landlord shall think fit) furniture and furnishings or features in the Common Parts

5 LOUDSPEAKERS

The maintenance operation and replacement of any signs loudspeakers public address or music broadcast systems or close circuit television or the like in the Common Parts

6 LIFTS

The maintenance repair cleansing operation and (where necessary) the renewal and replacement of all lifts escalators hoists and doors forming part of the Common Parts and plant equipment apparatus and machinery serving the same and the effecting of such service agreement or service agreements in respect thereof as the Landlord thinks fit

7 FIRE EQUIPMENT

The maintenance repair testing installation and replacement of any sprinklers and other fire fighting equipment serving the Common Parts

8 SECURITY

The maintenance repair testing installation and replacement of any burglar alarms or other security devices serving the Common Parts

9 ADJACENT PREMISES

The making repair maintenance rebuilding or cleansing as the Landlord thinks fit of anything used for or by the Centre in common with other premises adjoining or adjacent or near the Centre

10 WORKS AND SERVICES

The provision or carrying out of works services or things of any kind (including improvements replacement and renewals of the Common Parts or any item of equipment therein or referred to in this Category) for the operation and management of the Centre as the Landlord thinks fit

11. INSURANCE

- (i) Insurance against third party employers and public liability in respect of the Common Parts
- (ii) The maintenance of engineering insurance for lifts escalators boilers and electrical or mechanical equipment and apparatus of the Common Parts

(iii) The taking out of such further insurances as the Landlord may at its discretion effect in respect of the Common Parts

12 OUTGOINGS

The payment of all charges assessments impositions and other outgoings (other than rent) including rates water rates payable by the Landlord in respect of the Common Parts and whether or not of a capital or non-recurring nature

13 OTHER SERVICES

The provision maintenance operation improvement alteration testing repair renewal cleansing and replacement of such other services and equipment as the Landlord shall consider in the context of a high class shopping centre ought properly and reasonably to be provided from time to time for the benefit of the Common Parts or for the proper maintenance and servicing of any part or parts thereof

14 STATUTE

The taking of all or any steps deemed by the Landlord to be desirable or expedient for complying with making representations against or otherwise contesting the incidence or provisions of any requirement of any Act of Parliament already or hereafter to be passed and every order byelaw notice and regulation made thereunder or in pursuance thereof or by any local statutory or other competent authority in respect of the Common Parts

15 REFUSE

The collection storage and disposal of refuse including maintaining repairing and replacing refuse compactors or similar equipment

16 BARRIERS

The maintenance repair and replacement of any automatic barriers and control equipment relating to the vehicular access and egress to and from the service area forming part of the Common Parts

17 ROADS

The making of any proper contribution towards the cost of maintaining or servicing any roads outside the Common Parts which are used for access to the Common Parts

18 ANTICIPATED EXPENDITURE

The reasonable provision for further or anticipated future expenditure in respect of any of the services specified or referred to in this Category as shall be allocated to the Accounting Period in question as being prudent and reasonable in the circumstances

CATEGORY C

THE STRUCTURE

1 REPAIR

The maintenance repair rebuilding renewal replacement improvement alteration decoration cleansing and keeping in good and substantial repair and condition (including as necessary the periodic inspecting examining overhauling burning off preparing painting washing down decorating burnishing or otherwise treating) of the Structure and the provision replacement repair rebuilding renewal maintenance and (where necessary or appropriate) the alteration and improvement of any appliances or equipment used in the repair and maintenance rebuilding renewal replacement improvement or alteration thereof

2 OUTGOINGS

The payment of all charges assessments and impositions and other outgoings of a capital or non-recurring nature properly payable by the Landlord in respect of the Structure

3 STATUTE

The taking of any steps deemed by the Landlord to be desirable or expedient for complying with making any representations against or otherwise contesting the incidence or provisions of any requirements of any Act of Parliament already or hereafter to be passed and every order byelaw notice and regulation made thereunder or in pursuance thereof or by any local statutory or other competent authority in respect of the Structure

4 ADJACENT PREMISES

The making repair maintenance cleansing rebuilding renewing replacing decorating alteration or improvement of anything used for or by the Structure in common with other premises adjoining or adjacent to or near the Structure as the Landlord shall think fit

5 ANTICIPATED EXPENDITURE

The reasonable provision for further or anticipated future expenditure in respect of any of the services specified or referred to in this Category as shall be allocated to the Accounting Period in question as being prudent and reasonable in the circumstances

6. OTHER SERVICES

The provision or carrying out of works services or things of any kind (including improvements replacements and renewal of the Management Offices or any item of equipment therein or referred to in this Category) for the operation and management of the Structure as the Landlord thinks fit

SCHEDULE 7

above referred to

Guarantee Agreement

The Guarantor covenants with the Landlord by way of indemnity and guarantee as follows:

- 1.1 that if the Tenant shall make any default at any time during the Term in payment of rent or in observing or performing any of the covenants or restrictions contained in this Lease or shall tender a payment of rent to the Landlord which the Landlord shall (during a period in which the Landlord is entitled or would after service of a notice under Section 146 of the Law of Property Act 1925 be entitled to re-enter the Premises) refuse the Guarantor will pay the rent and observe and perform the covenants or restrictions in respect of which the Tenant shall be in default and indemnify the Landlord against all claims demands loss damages liability costs and expenses properly incurred by the Landlord by reason of or arising in any way out of that default notwithstanding any time or indulgence granted by the Landlord to the Tenant or that this Lease may have been varied or assigned or that the Tenant may have ceased to exist or any other act or thing whereby but for this provision the Guarantor would have been released
- 1.2 that if at any time during the Term:
 - 2.1 this Lease shall be disclaimed or
 - 2.2 the Tenant (being a corporation) is the tenant and shall be dissolved or cease to exist then the Guarantor will if the Landlord shall by notice in writing within six months after receiving notice of such disclaimer dissolution or cesser so require take from the Landlord a new lease of the Premises for the residue of the term which would have remained had there been no disclaimer of this Lease or dissolution or cesser (as the case may be) at the rent reserved by this Lease on the date of such disclaimer dissolution or cesser subject to review on the same terms and dates as provided by this Lease and subject to the same covenants and conditions as in this Lease such new lease to take effect from the date of such disclaimer or dissolution or cesser (as the case may be) and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Landlord a counterpart of such new lease and
 - 2.3 that if for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises as is mentioned in paragraph 2.2 of this schedule then the Guarantor shall pay to the Landlord on demand an amount equal to the rent reserved by this Lease for the period commencing with the date of such disclaimer or dissolution or cesser (as the case may be) and ending on whichever is the earlier of the following dates:
 - 2.3.1 the date one year after such disclaimer or dissolution or cesser (as the case may be)
 - 2.3.2 the date (if any) upon which the Premises are re-let

Executed as a Deed by **LIMITED**

acting by

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In the presence of:

Director

Witness:

Signature :

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Name:

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Address:

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Occupation:

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Executed as a Deed by **LIMITED**

acting by

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In the presence of:

Director

Witness:

Signature :

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Name:

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Address:

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Occupation:

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