



17 November

2025

(1) **REDFERN PROPERTIES LIMITED**

and

(2) **CASH ACCESS UK LIMITED**

**LEASE OF PART OF A BUILDING
relating to Ground Floor retail premises, 75 Queen Street, Amble, NE65 0DA**

**DWF Law LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA**

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PRESCRIBED CLAUSES

LR1	Date of lease	17 November 2025
LR2	Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>ND117160</p> <p>LR2.2 Other title numbers</p>
LR3	Parties to this lease	<p>Landlord</p> <p>REDFERN PROPERTIES LIMITED incorporated and registered in England and Wales (company registration number 09560624) and whose registered office is at 4 Lansdowne Terrace, Newcastle Upon Tyne NE3 1HN</p> <p>Tenant</p> <p>CASH ACCESS UK LIMITED incorporated and registered in England and Wales (company registration number 14546064) and whose registered office is at 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX</p> <p>Other parties</p> <p>None</p>
LR4	Property	<p>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</p> <p>The property described as the "Premises" in clause 1 subject to clause 5.2 of this Lease.</p>
LR5	Prescribed statements etc.	None
LR6	Term for which the Property is leased	The term as specified in the definition of " Contractual Term " in clause 1 of this Lease.
LR7	Premium	None
LR8	Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions

<p>LR9 Rights of acquisition etc.</p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>
<p>LR11 Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>As specified in this Lease at clause 2.1.4 and part 1 of schedule 1.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>As specified in this Lease at clause 2.1.4 and part 2 of schedule 1.</p>
<p>LR12 Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR13 Application for standard form of restriction</p>	<p>None</p>
<p>LR14 Declaration of trust where there is more than one person comprising the Tenant</p>	<p>Not applicable</p>

THIS LEASE is dated 17 November 2025

BETWEEN

- (1) **REDFERN PROPERTIES LIMITED** incorporated and registered in England and Wales (company registration number 09560624) and whose registered office is at 4 Lansdowne Terrace, Newcastle Upon Tyne, England, NE3 1HN (the "**Landlord**");
- (2) **CASH ACCESS UK LIMITED** incorporated and registered in England and Wales (company registration number 14546064) and whose registered office is at 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX (the "**Tenant**").

TERMS AGREED

1. **Definitions and interpretation**

1.1 This Lease uses the following definitions:

- "Accounting Period"** the annual period ending on 31 December in each year or any other date as the Landlord may decide and notify to the Tenant;
- "Ancillary Rent Commencement Date"** the Term Start Date
- "Act"** any act of Parliament and any delegated law made under it;
- "AGA"** an authorised guarantee agreement (as defined in section 16 of the 1995 Act);
- "Break Date"** 17 November 2030 (that being the day of the fifth anniversary of the Term Start Date);
- "Building"** the building known as 75 Queen Street, Amble, NE65 0DA shown edged red on Plan 1 including all alterations, additions and improvements and all landlord's fixtures forming part of it at any time during the Term;
- "Building Management Systems"** all or any of the following used within or serving the Building that do not exclusively serve any Lettable Unit:
 - (a) lighting systems;
 - (b) security, CCTV and alarm systems;
 - (c) access control systems;
 - (d) traffic control systems;
 - (e) audio and audio-visual systems;

- (f) wireless, phone, data transmission and other telecommunications systems;
- (g) air ventilation and filtration;
- (h) air-conditioning, heating and climate control systems;
- (i) water heating, filtering and chilling systems;
- (j) parking charge systems;
- (k) footfall monitoring systems;
- (l) turnover monitoring systems;
- (m) fire detection, alarm and sprinkler systems
- (n) and all control systems, plant, machinery, equipment, Supplies and Conducting Media used in connection with them;

"Business Day"

any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Common Facilities"

all Conducting Media, structures, walls, fences, roads, paths, works, services or facilities used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any **"party structures"**, **"party walls"** and **"party fence walls"** within the meaning of the Party Wall etc. Act 1996;

"Common Parts"

any part of, or anything in, the Building that does not form part of a Lettable Unit and that is, in accordance with clause 4.7, used or available for use by:

- (a) the tenants of the Building;
- (b) the Landlord in connection with the provision of the Services; or
- (c) customers of or visitors to the Building;

"company"

includes:

- (a) any UK registered company (as defined in section 1158 of the Companies Act 2006);
- (b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006; and

	(c) any unregistered company (to include any association);
"Conducting Media"	any media for the transmission of Supplies but not including any Supply Runs or any other airspace through which the media run;
"Contractual Term"	the term of 10 years starting on the Term Start Date and ending on the Term End Date;
"Current Guarantor"	someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;
"Electronic Communications Apparatus"	"electronic communications apparatus" as defined in paragraph 5 of Schedule 3A to the Communications Act 2003;
"End Date"	the last day of the Term (however it arises);
"Environmental Performance"	all or any of the following: (a) the consumption of energy and associated generation of greenhouse gas emissions; (b) the consumption of water; (c) waste generation and management; (d) any other environmental impact arising from the use or operation of the Premises or the Building; and (e) the asset rating (as defined in the EPB Regulations);
"EPB Regulations"	the Energy Performance of Buildings (England and Wales) Regulations 2012;
"EPC"	an Energy Performance Certificate and Recommendation Report (as defined in the EPB Regulations);
"EPI Works"	works to improve Environmental Performance;
"Group Company"	in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

"Insurance Rent"	the sums described in paragraph 1.1 of schedule 4;
"Insured Risks"	the risks of fire (including subterranean fire), lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage, theft of fixtures forming part of the Building, to the extent, in each case, that cover is generally available on normal commercial terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Landlord reasonably insures from time to time, subject in all cases to any excesses, limitations and exclusions imposed by the insurers;
"Interest Rate"	the higher of 2% or 2% above the base rate for the time being in force of Lloyds Bank Plc (or any other UK clearing bank specified by the Landlord);
"Lease"	this lease, which is a "new tenancy" for the purposes of section 1 of the 1995 Act, and any document supplemental to it;
"Lettable Unit"	accommodation within the Building from time to time let or occupied or intended for letting or occupation, but excluding accommodation let or occupied for the purposes of providing any of the Services;
"Main Rent"	the rent payable under clause 2.2 and (unless the Landlord and Tenant have agreed that the provisions of sections 24 to 28 of the 1954 Act do not apply to the tenancy created by this Lease), includes any interim rent determined by the court under the 1954 Act to be payable in respect of any period after the Term End Date;
"Original Tenant"	Cash Access UK Limited (company registration number 14546064) or a Group Company of it;
"Outgoings"	all or any of: (a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises or any owner or occupier of them except for: (i) tax (other than VAT) on the Rents payable; and

- (ii) any tax arising from the Landlord's dealing with its own interests;
- (b) Supply Costs for the Premises;
- (c) all costs and expenses for which the Landlord, any other owner or the occupier of the Premises is responsible in respect of the Common Facilities (except where the contrary is provided for in this Lease); and
- (d) a fair and reasonable proportion of the Outgoings referred to in paragraphs (a) and (c) charged in respect of the Premises and any adjoining premises or other parts of the Building;

"Permitted Use"

retail, banking, financial and other ancillary services (with ancillary storage and staff areas) or any other use within Use Class E(a) and/or E(c) of the Schedule 2 to the Town and Country Planning (Use Classes) Order 1987 as may be approved by the Landlord, such approval not to be unreasonably withheld or delayed;

"Permitted Works"

any works or installations (including Tenant's Business Alterations) to which the Landlord has consented or for which, under clause 3.12, the Landlord's consent is not required;

"Planning Acts"

every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

"Planning Permission"

any permission, consent or approval given under the Planning Acts;

"Plans"

any of the plans contained in this Lease;

"Premises"

the premises known as Ground Floor retail premises, 75 Queen Street, Amble, NE65 0DA (forming part of the Building) and shown edged red on Plan 2:

- (a) including:
 - (i) all plaster and other internal surfacing materials and finishes on the structural walls, floors and ceilings of the Premises and on the other structural parts of the Building within or bounding the Premises;

- (ii) the shop front, fascia and all doors, windows and door and window frames;
 - (iii) the plaster and other internal surfacing materials and finishes on any non-structural walls separating the Premises from any Common Parts;
 - (iv) one half severed vertically of any non-structural walls separating the Premises from any adjoining premises;
 - (v) the entirety of any non-structural walls wholly within the Premises;
 - (vi) all Conducting Media and landlord's plant, equipment and fixtures within and exclusively serving the Premises, including the Tenant's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Landlord's fire detection, alarm and sprinkler systems;
 - (vii) all tenant's fixtures; and
 - (viii) any Permitted Works carried out to or at the Premises; but
- (b) excluding:
- (i) all load bearing and exterior walls and the floors and ceilings of the Premises (other than those included above);
 - (ii) all structural parts of the Building;
 - (iii) the entirety (subject to paragraph (b)(iii) of this definition) of any non-structural walls separating the Premises from any Common Parts;
 - (iv) the airspace within any Supply Runs that run through the Premises;
 - (v) the Landlord's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Tenant's fire detection, alarm and sprinkler systems; and

(vi) the Building Management Systems (if any) within the Premises;

"Rent Commencement Date"	17 April 2026 (being the date six months after the Term Start Date or Tenant occupation, whichever is earlier);
"Rent Days"	25 March, 24 June, 29 September and 25 December;
"Rent Review Date"	17 November 2030 (being the fifth anniversary of the Term Start Date);
"Rents"	the Main Rent, the Service Charge, the Insurance Rent and any VAT payable on them;
"Risk Period"	the period for which the Landlord decides to insure against loss of Main Rent, being a minimum of three years and a maximum of five years, starting on the date of the relevant damage or destruction;
"Service Charge"	subject to the provisions of part 5 of the schedule 3, a fair proportion of the Service Costs subject to any adjustments made by the Landlord under the provisions of paragraph 4.1 of part 1 of schedule 3;
"Service Charge Code"	the Royal Institution of Chartered Surveyors professional statement "Service Charges in Commercial Property" (1 st Edition, September 2018);
"Service Costs"	the aggregate costs incurred by the Landlord in providing the Services in each Accounting Period together with: (a) VAT that is not recoverable by the Landlord from HM Revenue & Customs; and (b) the costs chargeable under paragraph 1.3 of part 1 of schedule 3 in relation to the Services;
"Services"	the services listed in part 3 of schedule 3;
"Supplies"	water, gas, air, foul and surface water drainage, electricity, oil, telephone, heating, telecommunications, internet, data communications and similar supplies or utilities;
"Supply Costs"	the costs of Supplies including procurement costs, meter rents and standing charges and any taxes or levies payable on them;
"Supply Runs"	any service risers, lateral runs or other areas within the Building designated or designed for the installation of Conducting Media within the Building;

"Tenant's Business Alterations"

so long as they do not adversely affect the structural integrity of the Building or adversely affect the Environmental Performance of the Building, any of the following:

- (a) the installation, alteration and removal of the shop front/fascia;
- (b) non-structural alterations to the Premises including the installation, alteration and removal of any Conducting Media;
- (c) minor structural alterations to facilitate the Tenant's works (including the creation of openings in the walls, ceiling and floor slabs within or bounding the Premises for the passage of the Tenant's Conducting Media and fixing holes drilled into the floor or ceiling slabs, blockwork or plaster);
- (d) carrying out EPI Works;
- (e) the installation of any ATMs;
- (f) the installation, alteration, relocation and removal of the Tenant's Plant;
- (g) the installation, alteration, relocation and removal of Electronic Communication Apparatus and/or apparatus relating to Wireless Data Services solely required for the Tenant's lawful use and occupation of the Premises for the Permitted Use; and
- (h) alterations required to comply with all laws relating to or affecting the Premises or the Tenant's Plant and the occupation and use of the Premises by the Tenant

"Tenant's Plant"

any air-conditioning plant, wireless network equipment, television aerials, satellite dishes and other plant and equipment reasonably required by the Tenant in connection with the Permitted Use;

"Term"

the Contractual Term and (unless the Landlord and the Tenant have included provisions in this Lease intended to exclude sections 24 to 28 of the 1954 Act from this Lease), any continuation of that period under the 1954 Act);

"Term End Date"	16 November 2035 (that being 10 years from and including the Term Start Date);
"Term Start Date"	17 November 2025 ;
"Title Matters"	any covenants, matters and obligations set out in or detailed in the documents specified or referred to in the Property and Charges Registers of title number ND117160 as at 7 October 2025 at 18:29:59 and so far as the same are subsisting, capable or taking effect and affect the Premises and at all times excluding any financial charges registered against the Premises and any rights contained in the schedule of leases on the title number.
"Uninsured Risk"	<p>any risk expressly specified in the Insured Risks definition that:</p> <p>(a) is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or</p> <p>(b) is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers</p> <p>but will not include loss or damage (or the risk of it) caused by reason of the Tenant's act or failure to act;</p>
"VAT"	value added tax or any similar tax from time to time replacing it or performing a similar function;
"VAT Supply"	a "supply" for the purpose of the Value Added Tax Act 1994;
"Wireless Data Services"	the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device.
"1925 Act"	Law of Property Act 1925;
"1954 Act"	Landlord and Tenant Act 1954;
"1986 Act"	Insolvency Act 1986;
"1994 Act"	Law of Property (Miscellaneous Provisions) Act 1994
"1995 Act"	Landlord and Tenant (Covenants) Act 1995;

"1996 Act"

Arbitration Act 1996.

1.2 In this Lease:

- 1.2.1 all headings are for ease of reference only and will not affect its construction or interpretation;
- 1.2.2 **"includes"**, **"including"** and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 1.2.3 in writing in accordance with clause 5.5;
- 1.2.4 references to:
 - 1.2.4.1 the Landlord includes any other person who becomes the immediate landlord of the Tenant;
 - 1.2.4.2 the Tenant includes its successors in title;
 - 1.2.4.3 the **"Building"**, the **"Common Parts"** or the **"Premises"** means the whole or an individual part or parts unless inappropriate in the context used;
 - 1.2.4.4 **"adjoining premises"** means any land or buildings adjoining or nearby the Building, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
 - 1.2.4.5 an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
 - 1.2.4.6 the singular include the plural and vice versa, and one gender include any other;
 - 1.2.4.7 clauses, schedules and parts of schedules are to the clauses, schedule and parts of schedules to this Lease and references to paragraphs are to the paragraphs of the schedule, or part of the schedule, in which the references are made;
 - 1.2.4.8 approval or consent mean a prior written approval or consent, such approval or consent not to be unreasonably withheld or delayed except where this Lease states that the party whose approval or consent is required has absolute discretion;
 - 1.2.4.9 a right which is enjoyed by the Tenant is also capable of exercise by the Tenant, any undertenant and all others lawfully authorised by them including but not limited to representatives, agents, customers, workmen and licensees;

- 1.2.4.10 any sums being payable on demand or when demanded mean being payable within 10 Business Days of written demand;
 - 1.2.4.11 an indemnity includes an obligation on the indemnified party to give notice to the indemnifier of the claim as soon as reasonably practicable after receiving notice of it, to provide the indemnifier with such information and assistance in relation to the claim that the indemnifier may reasonably require and which the indemnified party is lawfully able to provide (subject to the indemnifier paying the indemnified party's cost in providing such information and assistance), and to use reasonable endeavours to mitigate its loss; and
 - 1.2.4.12 the provision of plans, drawings, specifications or other documents means their provision in hard copy or electronically in PDF format or in any other easily readable format as may be appropriate in the context of the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program.
- 1.3 obligations in this Lease:
 - 1.3.1 owed by or to more than one person are owed by or to them jointly and severally;
 - 1.3.2 to do something include an obligation not to waive any obligation of another person to do it; and
 - 1.3.3 not to do something include an obligation to use reasonable endeavours not to permit or allow another person to do it.
- 1.4 the Tenant will be liable for any breaches of its obligations in this Lease committed by:
 - 1.4.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - 1.4.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 1.5 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion;
- 1.6 where the consent of the Landlord is required for any assignment or underletting or charge of this Lease (as applicable), that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement;
- 1.7 where either the Landlord or the Tenant has the right to impose regulations or to decide, designate, nominate, request, require, specify, allocate, stipulate or vary any matter or

thing under this Lease, that right will be subject to a condition that it will be exercised reasonably and properly except where this Lease states that the party exercising the right has absolute discretion. This clause does not apply to any provisions in this Lease that refer to the parties agreeing something.

- 1.8 apart from in clause 3.6.1, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 1.9 the Landlord's rights under clause 3.11 and part 2 of schedule 1 may also be exercised by authorised by the Landlord;
- 1.10 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected;

2. **Demise, Term and Rent**

- 2.1 The Landlord leases the Premises to the Tenant with full title guarantee:
 - 2.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
 - 2.1.2 together with the rights listed in part 1 of schedule 1;
 - 2.1.3 excepting and reserving to the Landlord the rights listed in part 2 of schedule 1;
 - 2.1.4 subject to and with the benefit of (if applicable) the Title Matters; and
 - 2.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises and which the Landlord has notified to the Tenant prior to the date of this Lease.
- 2.2 The Tenant must pay as rent:
 - 2.2.1 for the period starting on the Rent Commencement Date to but excluding the Rent Review Date the sum of £22,500.00 (twenty two thousand five hundred pounds) yearly;
 - 2.2.2 during the remainder of the Term, the rent as reviewed on the Rent Review Date in accordance with schedule 2.
- 2.3 The Main Rent is not payable for any period before the Rent Commencement Date.
- 2.4 Starting on the Ancillary Rent Commencement Date the Tenant must pay the Insurance Rent as rent. The Insurance Rent is not payable for any period before the Ancillary Rent Commencement Date.
- 2.5 Starting on the Ancillary Rent Commencement Date the Tenant must pay the Service Charge as rent. The Service Charge is not payable for any period before the Ancillary Rent Commencement Date.
- 2.6 The Tenant must pay as rent VAT under clause 3.3.

- 2.7 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter.
- 2.8 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant from time to time. The Landlord must not require such electronic transfer to be by direct debit.
- 2.9 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law or except as expressly specified elsewhere in this Lease.

3. **Tenant's obligations**

3.1 **Main Rent**

The Tenant must pay the Main Rent when due.

3.2 **Outgoings**

The Tenant must pay all Outgoings when demanded.

3.3 **Service Charge**

The Tenant must pay the Service Charge in accordance with part 1 of schedule 3.

3.4 **VAT**

The Tenant must pay:

- 3.4.1 subject to receipt of a valid VAT invoice from the Landlord, VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
- 3.4.2 on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

3.5 **Interest on overdue payments**

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 15 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

3.6 **Reimburse costs incurred by the Landlord**

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 3.6.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act, whether or not forfeiture is avoided by an order of the court;
- 3.6.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent and provided that the Tenant will not be obliged to pay the Landlord's costs in connection with consent of the Tenant's initial fitting-out works;
- 3.6.3 the preparation and service of any notice by the Landlord under section 17 of the 1995 Act or section 81 Tribunals, Courts and Enforcement Act 2007; and
- 3.6.4 the preparation and service of a schedule of dilapidations served no later than three months after the End Date to the extent such schedule relates to wants of repair during the Term.

3.7 **Third party indemnity**

The Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right, in each case directly arising from:

- 3.7.1 the state and condition of the Premises or the Tenant's use of them;
- 3.7.2 the exercise of the Tenant's rights; or
- 3.7.3 the carrying out of any Permitted Works.

3.8 **Insurance**

The Tenant must comply with its obligations in schedule 4.

3.9 **Repair and decoration**

- 3.9.1 The Tenant must:
 - 3.9.1.1 keep the Premises and all Permitted Works in good and substantial repair and condition, clean and tidy;
 - 3.9.1.2 keep all Conducting Media, plant, equipment or fixtures forming part of the Premises properly maintained and in good working order in accordance with good industry practice, the requirements of any Acts and any requirements of the Landlord's insurers; and
 - 3.9.1.3 replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises with items of equivalent or better quality.

3.9.2 The Tenant must promptly replace any damaged glass forming part of the Premises with glass of equivalent appearance and of the same or better quality. There is no obligation on the Tenant to insure the plate glass forming part of the Premises.

3.9.3 As and when necessary and in the final six months of the Term the Tenant must decorate the interior and exterior of the Premises. The colour scheme for the final internal redecoration and the colour scheme on each external redecoration must first be approved by the Landlord except where:

3.9.3.1 the final redecoration is completed in white or such other neutral colour; or

3.9.3.2 the Tenant is the Original Tenant, the external redecoration is in accordance with the Tenant's corporate trading style from time to time.

3.9.4 The obligations under this clause 3.9 apart from clause 3.9.2 exclude:

3.9.4.1 damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do and the Tenant has not complied with paragraph 1.1.3 of schedule 4; and

3.9.4.2 damage by any Uninsured Risk.

3.10 **Upper Floors**

Notwithstanding any other provision of this Lease, the Tenant's obligation in clause 3.9 will not apply to the floors above the ground floor of the Premises.

3.11 **Allow entry**

3.11.1 The Tenant must allow the Landlord to enter and inspect the Premises.

3.11.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.

3.11.3 If the Tenant does not comply with clause 3.11.2, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under clause 5.1 will be unaffected.

3.12 **Alterations**

3.12.1 Save as permitted elsewhere in this clause 3.12, external and/or structural alterations and additions are not permitted without the Landlord's consent, at the Landlord's absolute discretion.

- 3.12.2 The Tenant is permitted to carry out the Tenant's Business Alterations with the Landlord's consent.
- 3.12.3 The Tenant is permitted without the Landlord's consent to carry out or alter or remove any internal non-structural partitioning works within the Premises;
- 3.12.4 Notwithstanding any other provision of this Lease, for so long as the Tenant is the Original Tenant, the Tenant is permitted, without the Landlord's consent, to:
 - 3.12.4.1 alter the frontage/fascia of the Premises in keeping with the Tenant's corporate branding and trading style from time to time;
 - 3.12.4.2 alter and/or (on a like for like or improved basis) replace any ATMs at the Premises;
 - 3.12.4.3 carry out or alter or remove any internal non-structural partitioning works within the Premises;
 - 3.12.4.4 carry out, alter or remove any internal non-structural alternations (including minor structural alternations to facilitate such works (including the creation of openings in the walls, ceiling and floor slabs within or bounding the Premises for the passage of the Tenant's Conducting Media and fixing holes drilled into the floor or ceiling slabs, blockwork or plaster) to the Premises in keeping with the Tenant's standard operational requirements;
 - 3.12.4.5 alter corporate branding at the Premises.
- 3.12.5 The Tenant must comply with its obligations in schedule 5 when carrying out or installing any Permitted Works, whether or not the Landlord's consent is required for them.
- 3.12.6 Where the Landlord's consent is expressly required under this clause 3.12 the Landlord may impose requirements on the Tenant in addition to those contained in schedule 5 when giving its consent.
- 3.12.7 Notwithstanding any other provision in this Lease, the Tenant must not carry out any alterations to the Property which would, or may reasonably be expected to, have a materially adverse effect on the asset rating in any EPC for the Property or the Building.

3.13 **Signs and advertisements**

- 3.13.1 The Tenant must not display any signs or advertisements on the Premises other than signs approved by the Landlord provided that such approval will not be required for either:
 - 3.13.1.1 any changes to such signs or advertisement to reflect the Tenant's corporate trading style; or

3.13.1.2 a professionally prepared sign or signs displaying the business or trading name of the Tenant in the Tenant's corporate trading style.

3.13.2 The Tenant may without the consent of the Landlord fix any placard, sign, notice, fascia board or advertisement inside the Premises.

3.13.3 Notwithstanding clause 3.13.1 the Landlord will not as part of providing its approval impose a restriction as to the extent of fascia coverage by any signs or advertisements.

3.14 **Obligations at the End Date**

3.14.1 Unless and to the extent requested by the Landlord by notice served on the Tenant at least six months before the End Date the Tenant must have removed by the End Date at its own cost:

3.14.1.1 all tenant's and trade fixtures and loose contents from the Premises;

3.14.1.2 all signage installed by the Tenant or any undertenant at the Premises or elsewhere on the Building;

3.14.1.3 all Permitted Works; and

3.14.1.4 without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease,

provided that the Landlord agrees and acknowledges that the Tenant will not have to reinstate any EPI Works or remove any Electronic Communications Apparatus and/or equipment installed pursuant to any wayleaves pursuant to clause 7.

3.14.2 The Tenant must make good all damage to the Premises or the Building caused when complying with clause 3.14.1 and restore them to the same state and condition as they were in before the items removed were originally installed.

3.14.3 At the End Date the Tenant must:

3.14.3.1 give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant's obligations in this Lease;

3.14.3.2 give back the Premises free from occupation and with no subsisting tenancies provided that this obligation will not extend to any equipment installed pursuant to a wayleave agreement as set out in clause 7 and/or any Electronic Communications Apparatus and/or any occupation by any operator protected by Schedule 3A

to the Communications Act 2003 (whose occupational arrangement has been approved by the Landlord); and

- 3.14.3.3 hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos risk assessment and management plan.
- 3.14.4 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than five Business Days' notice of its intention to do so:
 - 3.14.4.1 the Landlord may dispose of that property as the agent of the Tenant;
 - 3.14.4.2 the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and
 - 3.14.4.3 the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.
- 3.14.5 The Tenant will have no liability to the Landlord in respect of or arising from any equipment installed pursuant to a wayleave agreement as set out in clause 7 and/or any Electronic Communications Apparatus that remains in the Premises and/or the Building at the End Date.

3.15 **User**

- 3.15.1 The Tenant must not use the Premises other than for the Permitted Use.
- 3.15.2 The Tenant must not use the Premises for any illegal or immoral activity, as a betting office, an amusement arcade or in connection with gaming, for any political or campaigning purposes or for any sale by auction.
- 3.15.3 The Tenant must not use the Premises for the sale of alcohol for consumption on or off the Premises or for the preparation or cooking of food other than, in either case, in connection with staff catering facilities ancillary to the Permitted Use.
- 3.15.4 The Tenant must not:
 - 3.15.4.1 keep in the Premises any plant, machinery or equipment (except that properly required for the Permitted Use) or any petrol or other explosive or specially flammable substance;
 - 3.15.4.2 load or unload any vehicle unless it is in a loading area provided for that purpose;

- 3.15.4.3 cause any nuisance or damage to the Landlord or to the owners, tenants or occupiers of any adjoining premises;
 - 3.15.4.4 overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
 - 3.15.4.5 compromise the fire safety measures within the Premises (including but not limited to depositing rubbish anywhere in the Building save for receptacles provided for that purpose);
 - 3.15.4.6 do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;
 - 3.15.4.7 use the Common Parts other than for the purposes designated under clause 4.7; or
 - 3.15.4.8 operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services on any adjoining premises;
 - 3.15.4.9 allow its employees, visitors, licensees or contractors to smoke or vape on the Common Parts.
- 3.15.5 The Tenant must provide the Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord needs access to the Premises outside the Tenant's normal business hours provided that while this Lease is vested in the Original Tenant the Landlord accepts that such emergency contact details are generic and centralised.
- 3.15.6 The Landlord gives no warranty to the Tenant that the Permitted Use is or will remain a lawful or permitted use for the Premises under the Planning Acts.

3.16 Dealings with the Premises

- 3.16.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part or enter into any agreement to do so, except as authorised under this clause or schedule 6.
- 3.16.2 The Tenant may, with the Landlord's consent, assign the whole of the Premises.
- 3.16.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:
 - 3.16.3.1 the Tenant may not assign to a Current Guarantor;
 - 3.16.3.2 where reasonable in all the circumstances, any consent to assign will be subject to a condition that:

- (a) the assigning tenant gives the Landlord an AGA; and
- (b) any Current Guarantor (other than a guarantor under an AGA) gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA,

in each case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

3.16.3.3 where reasonable in all the circumstances, any consent to assign may (to the extent required by the Landlord) be subject to either or both of the following conditions:

- (a) that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee's performance of the tenant's obligations in this Lease; and
- (b) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not more than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's obligations in this Lease with a charge over the deposit;

in either case in a form that the Landlord requires, given as a deed and delivered to the Landlord before the assignment;

3.16.3.4 the Landlord may refuse consent to assign if:

- (a) the Tenant has not paid in full all Rents due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;
- (b) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
- (c) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government; or

3.16.3.5 the Landlord may refuse consent to assign in any other circumstances where it is reasonable in all the circumstances to

do so and require any other condition to the Landlord's consent if it is reasonably in all circumstances to do so, provided that and notwithstanding any other provision of this Lease, the Landlord will not be able to refuse consent on the grounds that:

- (a) the assignee is not of equivalent covenant strength of the assignor; and/or
- (b) the Landlord believes the arrangement will adversely impact the value of the Landlord's reversion; and/or
- (c) the Tenant is in breach of its covenants in this Lease (save as set out in clause 3.16.3.4(a)) and/or
- (d) the assignee is a Group Company of the assignor provided that such Group Company can satisfy the conditions set out in clauses 3.16.3.1, 3.16.3.4(b) and 3.16.3.4(c) and is of sufficient covenant standing to enable it to comply with the tenant's obligations in this Lease.

3.16.4 Notwithstanding any other provision of this Lease for so long as the Tenant is the Original Tenant, in lieu of an AGA having to be provided by the assignor pursuant to clause 3.16.3.2(a), the Landlord will accept as a condition of granting its consent (for the purpose of section 19(1A) of the Landlord and Tenant Act 1927) a rent deposit on the same terms and in the same form as provided by clause 3.16.3.3(b). The provisions of schedule 6 apply to underlettings of the Premises and the Tenant must comply with its obligations in that schedule.

3.16.5 The Tenant may not charge the whole of the Premises without the Landlord's consent.

3.16.6 In addition to the provisions of this clause 3.16, the Tenant may without the Landlord's consent share occupation of the Premises with a Group Company of the Tenant on condition that:

- 3.16.6.1 no relationship of landlord and tenant is created or is allowed to arise;
- 3.16.6.2 the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and
- 3.16.6.3 the Tenant notifies the Landlord promptly when the occupation ends.

3.16.7 Notwithstanding this clause 3.16 the Landlord's consent will not be required by the Tenant to share occupation of the Premises pursuant to a licence to occupy or a concession agreement or such other agreement for the purpose of providing services from the Premises in accordance with the Permitted Use

(including running counter services) provided that no relationship of landlord and tenant is created.

3.17 **Registration of dealings**

3.17.1 The Tenant must provide the Landlord with a certified copy of every wet ink document or an electronic copy of any electronically signed document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.

3.17.2 The Tenant must, on request, supply details to the Landlord of the names and addresses of anyone in occupation of the Premises, whether they are in occupation for the purpose of carrying on a business, the areas they occupy, the rents paid and the terms upon which they are in occupation.

3.18 **Marketing**

The Tenant must allow the Landlord:

3.18.1 to place on the Premises (but not obstructing the Tenant's signage) a notice for their sale provided that such sale notice must clearly state "**Retail Business Unaffected**"; and

3.18.2 with the Tenant's consent (to be given in its absolute discretion, except no such consent will be required where the Tenant has notified the Landlord it will be vacating at the End Date) to place on the Premises (but not obstructing the Tenant's signage) a notice for their re-letting; and

3.18.3 at reasonable times in the day to show the Premises to potential purchasers or tenants of the Premises (who must be accompanied by the Landlord or its agents).

3.19 **Notifying the Landlord of notices or claims**

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

3.20 **Comply with Acts**

3.20.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.

3.20.2 The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

3.21 **Planning Acts**

3.21.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.

3.21.2 The Tenant must not apply for any Planning Permission without the Landlord's consent, except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord has approved the terms of the application for Planning Permission.

3.21.3 The Tenant may only implement a Planning Permission that the Landlord has approved.

3.21.4 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises. The Tenant will not be responsible under this Lease for any such sums that become due as a result of any development to or change of use of the Building carried out by the Landlord or any other occupier of the Building.

3.22 **Rights and easements**

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

3.22.1 the Tenant must notify the Landlord; and

3.22.2 the Tenant must, (save where to do so would be materially prejudicial to the Tenant's brand and reputation), help the Landlord in any way that the Landlord requests to prevent that acquisition and such help will be at the Landlord's cost, except where the Tenant has allowed such rights or easement to be acquired in which case such help will be at the Tenant's cost.

3.23 **Superior interest**

The Tenant must not breach any Title Matters.

3.24 **Registration at HM Land Registry**

3.24.1 If compulsorily registrable, the Tenant must:

3.24.1.1 within six weeks of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and

3.24.1.2 provide the Landlord with an electronic copy of the official copy of the registered title promptly after receipt.

3.24.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title to the Premises any reference to this Lease and the Tenant's rights.

3.25 Applications for consent or approval

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide to the Landlord all the information the Landlord requires to enable the Landlord to consider the application.

4. Landlord's obligations

4.1 Quiet enjoyment

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

4.2 Insurance

The Landlord must comply with the Landlord's obligations in schedule 4.

4.3 Services

The Landlord must comply with its obligations in part 2 of schedule 3.

4.4 Repayment of rent

4.4.1 The Landlord must refund any Rents paid in advance by the Tenant in relation to the period falling after the End Date within 10 Business Days after the End Date.

4.4.2 Clause 4.4.1 will not apply if the Landlord ends this Lease under clause 5.1 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

4.5 Entry Safeguards

The Landlord must, when entering the Premises or any area over which exclusive rights have been granted to the Tenant, to exercise any Landlord's rights:

4.5.1 give the Tenant at least five Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);

4.5.2 enter at reasonable times of the day (or such other times approved by the Tenant);

4.5.3 where required by the Tenant, be accompanied by the Tenant's representative but the Tenant must make that representative available;

4.5.4 cause as little interference to the Tenant's business as reasonably practicable;

4.5.5 cause as little physical damage as reasonably practicable;

4.5.6 remain on the Premises for no longer than is necessary;

- 4.5.7 where reasonably practicable, exercise any rights outside the normal business hours of the Premises;
- 4.5.8 observe the Tenant's reasonable requirements (including security requirements);
- 4.5.9 repair any physical damage caused as soon as reasonably practicable; and
- 4.5.10 in respect of any part of the Premises used for banking purposes, such rights must be exercised only during normal business hours after reasonable notice.

4.6 Scaffolding

- 4.6.1 The Landlord must ensure, that in respect of any scaffolding erected outside the Premises in exercise of the Landlord's rights under this Lease:
 - 4.6.1.1 it is removed as soon as reasonably practicable, with any damage caused to the Premises made good; and
 - 4.6.1.2 it causes as little obstruction as is reasonably practicable to the entrances to the Premises. and;
 - 4.6.1.3 the Landlord notifies the Tenant of any scaffolding to be erected outside the Premises no less than 10 Business Days prior to its installation (except in case of emergency, where as much notice as reasonably practicable shall be given).
- 4.6.2 If the Tenant's sign and fascia or display window is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant to display at the Landlord's cost a sign (approved by the Landlord on the terms set out in clause 3.13) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

4.7 Designation of Common Parts and use of rights

- 4.7.1 The Common Parts designated by the Landlord for the Tenant's use under part 1 of schedule 1 must include those Common Parts that are reasonably and properly required for the use and enjoyment of the Premises for their intended use.
- 4.7.2 If the Landlord does not designate specific Common Parts for the Tenant's use, the Tenant will be entitled to use all Common Parts that are required for the reasonable and proper enjoyment of the Premises for their intended use but the Tenant will not have the right to use any Common Parts used solely by the Landlord for the provision of the Services.

4.8 Remainder of the Building

- 4.8.1 At the request of the Tenant the Landlord must use reasonable endeavours to secure the compliance by any other tenant and/or occupier of the Building of their covenants in their tenancies and/or other occupational arrangements.

4.8.2 In respect of any dispute between the Tenant and other tenants and/or occupiers of the Building to be decided/determined by the Landlord, the Landlord will act reasonably and impartially in relation to the same.

4.9 **Marketing**

The Landlord will not use the term "Banking Hub" in any promotion material or any communications with any third party without the Tenant's approval (to be given in the Tenant's absolute discretion).

5. **Agreements**

5.1 **Landlord's right to end this Lease**

5.1.1 If any event listed in clause 5.1.2 occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.

5.1.2 The events referred to in clause 5.1.1 are as follows:

5.1.2.1 any of the Rents are unpaid for 15 Business Days after becoming due whether or not formally demanded;

5.1.2.2 the Tenant breaches this Lease;

5.1.2.3 any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant's assets, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;

5.1.2.4 if the Tenant is a company or a limited liability partnership:

(a) the Tenant enters into liquidation within the meaning of section 247 of the 1986 Act;

(b) the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within 10 Business Days of being presented;

(c) a meeting of the Tenant's creditors or any of them is summoned under Part I of the 1986 Act;

(d) the Tenant enters into a compromise, scheme of arrangement or restructuring under Part 26 or Part 26A of the Companies Act 2006;

(e) a moratorium in respect of the Tenant comes into force under Part A1 to the 1986 Act;

(f) an administrator is appointed to the Tenant; or

(g) the Tenant is struck off the register of companies;

5.1.2.5 if the Tenant is a partnership, it is subject to an event similar to any listed in clause 5.1.2.4 with appropriate modifications so as to relate to a partnership;

5.1.2.6 if the Tenant is an individual:

- (a) a receiving order is made against the Tenant;
- (b) an interim receiver is appointed over or in relation to the Tenant's property;
- (c) the Tenant makes an application to be declared bankrupt, the Tenant is the subject of a bankruptcy petition or the Tenant becomes bankrupt;
- (d) the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
- (e) an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement;

5.1.2.7 any event similar to any listed in clauses 5.1.2.3 to 5.1.2.6 occurs in relation to the Tenant or any guarantor in any jurisdiction (other than England and Wales); or

5.1.2.8 the Tenant becomes subject to any national or international sanctions regulations that prevent the Landlord accepting payments from the Tenant or the Tenant making payments to the Landlord.

5.1.3 Neither the existence nor the exercise of the Landlord's right under clause 5.1.1 will affect any other right or remedy available to the Landlord.

5.1.4 In this clause 5.1 references to the "**Tenant**", where the Tenant is more than one person, include any one of them.

5.2 **No acquisition of easements or rights**

5.2.1 Unless they are expressly included in part 1 of schedule 1, the grant of this Lease:

5.2.1.1 does not include any liberties, privileges, easements, rights or advantages over the Building or any adjoining premises; and

5.2.1.2 excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.

5.2.2 The Tenant has no rights that would restrict building or carrying out of works to the Building or any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.

- 5.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must not interfere with or object to the exercise of these reserved rights.
- 5.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises or the Building.
- 5.2.5 The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any other property within the Building or any adjoining premises is or are subject.

5.3 **Works to adjoining premises**

If the Landlord carries out works of construction, demolition, alteration or redevelopment in the Building or on any adjoining premises that might affect the use and enjoyment of the Premises or the exercise of the rights granted to the Tenant in this Lease, it must:

- 5.3.1 give the Tenant details of the works to be carried out;
- 5.3.2 consult with the Tenant as to the management of potential interference;
- 5.3.3 take reasonable steps to ensure that the works do not materially adversely affect the Tenant's ability to operate from the Premises and/or to exercise such rights granted;
- 5.3.4 take into consideration modern standards of construction and workmanship;
- 5.3.5 take reasonable steps to reduce any interference to the Premises by noise, dust and vibration (having taken into consideration the Tenant's suggestions for limiting any interference); and
- 5.3.6 make good any physical damage to the Premises or its contents or items belonging to the Tenant, its staff and visitors on the Common Parts pursuant to the exercise of such rights granted.

5.4 **Service of Notices**

- 5.4.1 Any notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the registered office or, if they do not have a registered office, to the last known address in the United Kingdom of the recipient or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days' notice under this clause 5.4.
- 5.4.2 Any notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at

the time the notice is delivered to or left at the recipient's address if delivered to or left at that address.

5.4.3 If a notice is treated as served on a day that is not a Business Day or after 5:00pm on a Business Day it will be treated as served at 9:00am on the immediately following Business Day.

5.4.4 Service of a notice by fax or email or any other form of electronic communication is not a valid form of service under this Lease.

5.5 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

5.6 **Energy Performance Certificates**

5.6.1 Subject to clause 5.13, neither the Landlord or the Tenant must obtain and register an EPC in respect of the Premises unless required to do so by the EPB Regulations provided that the Landlord consents to the Tenant obtaining an EPC after its initial fitting-out works following completion of this Lease if the Tenant chooses to do so. If the Tenant is required to obtain an EPC, the Tenant must obtain an EPC from an industry accredited assessor.

5.6.2 Either party must co-operate with the other, so far as is reasonably necessary, to allow the other party to obtain an EPC for the Premises or the Building and:

5.6.2.1 provide the other (at its cost) with copies of any plans or other information held, that would assist in obtaining that EPC; and

5.6.2.2 upon reasonable notice, allow such access to the Premises to any energy assessor appointed by the party as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

5.6.3 The party must give the other written details on request of the unique reference number of any EPC it obtains in respect of the Premises or the Building.

5.7 **Superior landlord's consent**

Any consent that the Landlord gives is conditional on the consent (where required) of any superior landlord being obtained. The Landlord will apply for that consent at the Tenant's cost and, to the extent the Landlord is consenting, the Landlord must take reasonable steps to obtain it.

5.8 **Sustainability**

5.8.1 Subject to clause 5.8.2, the Landlord and the Tenant confirm that they wish to promote and improve the Environmental Performance of the Premises and agree to cooperate with each other in respect of such reasonable initiatives as the Landlord may wish to implement relating to energy saving and the promotion of environmental good practice at the Premises.

5.8.2 Notwithstanding any other provision of this Lease, the Tenant is under no obligation to carry out any works or to take any other measures to improve the Environmental Performance of the Premises (including EPI Works), nor under any obligation to pay or to contribute towards the Landlord's costs of doing so.

5.9 **Data sharing**

The Landlord and Tenant agree to share with each other all data and other relevant information which is not confidential in its nature in relation to the Environmental Performance of the Premises and that data and relevant information will be provided annually as a minimum in a form or methodology that the Landlord and Tenant agree as being appropriate for the purpose. The parties agree to anonymise all data and other information received under this clause 5.9 before using it for its own purposes.

5.10 **Limitations on title guarantee**

5.10.1 For the purpose of section 6(2) of the 1994 Act;

5.10.1.1 all entries made in any public register that a prudent tenant would inspect will be treated as within the actual knowledge of the Tenant;

5.10.1.2 section 6(3) of the 1994 Act will not apply; and

5.10.1.3 the Tenant will be treated as having actual knowledge of any matters that would be disclosed by an inspection of the Premises;

5.10.2 Title to tenant's fixtures is excluded from the title guarantee;

5.10.3 The Tenant will be responsible for the Landlord's costs incurred in complying with the covenant set out in section 2(1)(b) of the 1994 Act.

5.11 **Exclusion of liability for former landlords**

A person who was formerly the Landlord will not be liable in respect of any breach of the landlord's obligations in this Lease that occurs at any time after that person has parted with the whole of the immediate reversion to this Lease.

5.12 **Asbestos**

5.12.1 For the purpose of this clause, the following words shall have the following meanings:

"Asbestos" the following minerals: crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials;

"Asbestos Works" the cost of compliance with the Control of Asbestos at Work Regulations 2012 (as amended from time to time) including:

- (a) the production of a Type III asbestos survey (to also be suitable for refurbishment and demolition works) carried out by a reputable asbestos consultant; and
- (b) appropriate management of Asbestos at the Premises including the removal/repair/encapsulation of any Asbestos as required; and
- (c) the production and maintenance of appropriate records in relation to such Asbestos.

5.12.2 The Landlord must pay to the Tenant a sum equal to the amount of the Tenant's costs in carrying out the Asbestos Works within 20 Business Days of the presentation by the Tenant to the Landlord of an itemised account of any such costs and if the Landlord fails to pay the same, the Tenant is hereby permitted to offset such costs from the next payment of the Main Rent.

5.13 Existing contamination

5.13.1 Notwithstanding the Tenant's covenants in this Lease, the Tenant will have no liability to the Landlord as a result of the presence in, on, over or under the Premises or any adjoining or neighbouring property, at the date of this Lease of any contaminative substances ("**Contamination**") or as a result of such previous uses of the Premises or any adjoining or neighbouring property as have resulted in the release of contaminative substances ("**Contaminative Uses**") (except in each case to the extent that such liability would not have arisen but for, or is caused by, an act or omission of the Tenant).

5.13.2 It is agreed that, without prejudice to the generality of clause 5.13.1, the Tenant will not be required to rectify, remove, treat, remediate, make good or render harmless (or pay to do so) any contamination, defect, damage or want of repair resulting from or in consequence of any Contamination or Contaminative Uses (whether at the Premises or elsewhere).

5.13.3 The Landlord and the Tenant agree that:

5.13.3.1 this clause 5.13 constitutes a liability agreement for the purpose of paragraph 7.29 of the Contaminated Land Statutory Guidance April 2012 issued under Part IIA of the Environmental Protection Act 1990 and may be produced to an enforcing authority in any action, claim or investigation under that Act; and

5.13.3.2 neither party will challenge the application of the agreement set out in this clause 5.13.

5.13.4 The Landlord as soon as reasonably practicable and at its sole cost and expense, will undertake any works in relation to the Building required as a result of any matter falling within clause 5.13 or to comply with any environmental regulation, condition or legislation and any works in relation thereto.

5.14 Party Walls

Any wall separating the Premises from any adjoining premises is a party wall and must be repaired as a party wall.

5.15 Development or change of use to upper floors

Notwithstanding any other provision of this Lease, where works are carried out to the Building (including the addition of floors) and/or the floors above the Premises are converted to a different use, and such works or conversion require works or measures to be undertaken between the Premises and such other parts of the Building to comply with any statutory agreement or Act, the Landlord will undertake such works or measures at its own cost and will deliver (within 10 Business Days of the Tenant's request) to the Tenant evidence of the same, to enable the Tenant to confirm to any lawful authority, compliance with such statutory agreement, legislation or regulation.

5.16 Disrepair of remainder of the Building

Where the Tenant is the Original Tenant and the Landlord fails to either:

5.16.1 repair and maintain the foundations, roof, structure and exterior of the Building, the Common Parts or the Conducting Media; or

5.16.2 as applicable:

5.16.2.1 enforce the repairing obligation against other occupiers of the Building; or

5.16.2.2 exercise the Landlord's right to enter and carry out works in lieu of any such other occupier's failure to repair; and

5.16.3 resolve the same in a timely manner (relative to the nature of the disrepair), following notice of the same by the Tenant,

in each case a **"Repair Failure"** and such Repair Failure materially adversely impacts on the Tenant's use and occupation of the Premises then the Tenant may resolve the Repair Failure (and is hereby granted the rights to enter other parts of the Building to carry out such works of repair so as to enable the Tenant to keep the Property open and operational as a banking hub) provided that:

5.16.3.1 the Tenant notifies the Landlord in advance of its intention;

5.16.3.2 the Tenant procures that adequate insurance is in place in connection with the required works; and

5.16.3.3 the Tenant notifies the Landlord of the cost of resolving the Repair Failure (the "**Repair Failure Cost**"), such costs to be reasonable and proper.

If the Landlord does not pay the Tenant the Repair Failure Cost within 20 Business Days of demand, the Tenant may offset the Repair Failure Cost from the subsequent instalment(s) of the Main Rent and/or Service Charge. Further, if such disrepair and/or non-maintenance gives rise to a safety or security risk which prevents or materially restricts the use and/or occupation of the Premises or the exercise of the rights granted, the Main Rent and/or Service Charge will be suspended until such disrepair and/or non-maintenance is resolved, which the applicable party will use reasonable endeavours to resolve as soon as reasonably practicable.

6. **Tenant's Break clause**

- 6.1 The Tenant may end the Term on any Break Date by giving the Landlord not less than six months' notice following which the Term will end on that Break Date if on the Break Date:
- 6.1.1 the Main Rent due on or before that Break Date and any VAT payable upon it has been paid in full;
- 6.1.2 the Tenant hands the Premises back to the Landlord free from the Tenant's occupation and the occupation of any lawful occupiers (excluding any Electronic Communications Apparatus or occupation by any operator protected by Schedule 3A to the Communications Act 2003 or any operator which has equipment installed pursuant to a wayleave agreement as set out in clause 7).
- 6.2 The Landlord may waive any of the pre-conditions in clause 6.1.1 and 6.1.2 at any time before the relevant Break Date by notifying the Tenant.
- 6.3 If this Lease ends under this clause 6 this will not affect the rights of any party for any prior breach of an obligation in this Lease.
- 6.4 Time is of the essence for the purposes of this clause 6.

7. **Wayleaves**

- 7.1 The Landlord will use reasonable endeavours to promptly grant or procure the grant of any wayleave agreement (in a form approved by the Landlord) as may be required by the Tenant (acting reasonably) for the conduct of its business from the Premises.
- 7.2 The Landlord will use reasonable endeavours to assist in procuring the participation of third parties in the grant of any wayleave agreements required pursuant to clause 7.1 but the Landlord will not be entitled to charge any fine, premium or other penalty charge for the grant of or assistance in procuring such wayleave agreements.
- 7.3 The Tenant will not be obliged at the expiry of the Term to remove any equipment installed pursuant to such wayleave agreements.

7.4 The Tenant will pay the Landlord's costs and expenses incurred by the Landlord in complying with this clause 7.

8. Jurisdiction

8.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

8.2 Subject to clause 8.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

8.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

9. Legal effect

This Lease takes effect and binds the parties from and including the date at clause LR1.

SCHEDULE 1

Rights

Part 1

Tenant's rights

The following rights are granted to the Tenant in common with the Landlord, any person authorised by the Landlord and all other tenants and occupiers of the Building but subject to the Landlord's rights:

1. Running of services

- 1.1 To connect to and use the existing Conducting Media at the Building intended to serve the Premises for the passage of Supplies from and to the Premises.
- 1.2 To use a fair proportion of the Supply Runs allocated to tenants for their use within the Building that the Landlord has designated for the purpose of installing and running new Conducting Media exclusively serving the Premises.

2. Use of the Common Parts

- 2.1 To use the Common Parts (on foot and, where appropriate, with vehicles) that are reasonably and properly required for the use and enjoyment of the Premises for their intended use (including access to and from the Premises) and to exercise the other rights granted in this part 1.
- 2.2 To deposit refuse in refuse bins situated in the bin store shown cross hatched blue on Plan 2 or such alternative area designated from time to time by the Landlord pursuant to paragraph 4 of part 3 of schedule 2.
- 2.3 To install, retain, inspect, repair, maintain and remove Tenant's Plant with connections to the Premises, subject to compliance with clause 3.12.
- 2.4 On foot only, in emergencies and for fire escape drills, to use all fire escape routes in the Building and/or the Common Parts designated by the Landlord for the use of the Tenant.
- 2.5 The right of access to the location of the plant, equipment and meters within the Building
- 2.6 The right to install and retain air conditioning, air extraction ventilation and other plant and equipment in such position agreed by the Landlord, acting reasonably, together with:
 - 2.6.1 the right to install all ancillary and connecting Conducting Media between the plant and equipment and the Premises; and
 - 2.6.2 a right of access to the location of the plant and equipment for the purpose of installing, repairing, maintaining, renewing, replacing, altering and removing all or any plant and equipment and any Conducting Media connecting it to the Premises.

3. Entry onto the Common Parts

If the relevant work cannot otherwise be reasonably carried out, to enter the Common Parts to comply with the Tenant's obligations and the permissions granted in this Lease. When exercising this right, the Tenant must:

- 3.1 give the Landlord at least five Business Days' prior notice (except in the case of emergency, when the Tenant must give as much notice as may be reasonably practicable);
- 3.2 observe the Landlord's reasonable requirements (but where that includes being accompanied by the Landlord's representative the Landlord must make that representative available);
- 3.3 cause as little interference to the operation and use of the Building as reasonably practicable;
- 3.4 cause as little physical damage as is reasonably practicable;
- 3.5 repair any physical damage caused as soon as reasonably practicable;
- 3.6 where entering to carry out works, obtain the Landlord's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
- 3.7 remain upon the Common Parts for no longer than is reasonably necessary; and
- 3.8 where practicable, exercise this right outside the normal business hours of the Building.

4. Support and shelter

Support and shelter and protection for the Premises from any adjoining premises owned by the Landlord.

Part 2

Landlord's Rights

The following rights are excepted and reserved to the Landlord:

1. Support, shelter, light and air

- 1.1 Support and shelter the remainder of the Building from the Premises.
- 1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. Running of services

- 2.1 The passage and running of Supplies from and to the remainder of the Building through existing Conducting Media (if any) within the Premises or any Conducting Media within the Premises which are installed or constructed during the Term;
- 2.2 install and construct Conducting Media at the Property to serve any other part of the Building; and
- 2.3 re-route and replace any Service Media referred to in this paragraph.

3. Entry on to the Premises

- 3.1 To enter the Premises to:
 - 3.1.1 ascertain whether the Tenant has complied with its obligations under this Lease;
 - 3.1.2 estimate the current value or rebuilding cost of the Premises for insurance or any other purposes;
 - 3.1.3 inspect and measure the Premises for any purpose connected with the review of the Main Rent or the renewal of this Lease;
 - 3.1.4 inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
 - 3.1.5 carry out any repairs, remove and make good any unauthorised alterations or carry out any works that the Tenant should have carried out under this Lease;
 - 3.1.6 take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
 - 3.1.7 subject to clause 3.18.3, show the Premises to prospective buyers of the Premises or, during the last six months of the Term, to prospective tenants of the Premises;
 - 3.1.8 carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them; and

- 3.1.9 to enable the production of an EPC for the Premises where the Landlord is under a statutory duty to produce an EPC; and
- 3.1.10 review or measure the Environmental Performance of the Premises including to install, inspect, clean, maintain, replace and to take readings from metering equipment within or relating to the Premises and to (subject to the Tenant's consent (in its absolute discretion)) carry out any EPI Works.
- 3.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:
 - 3.2.1 build on or into any boundary or party walls on or adjacent to the Premises; and
 - 3.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon the Building;
 - 3.2.3 inspect, clean, maintain, replace or repair any Conducting Media within the Premises but serving the Building; or
 - 3.2.4 carry out any Services.
- 3.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

4. **Common Parts and Conducting Media**

- 4.1 In an emergency, or when works are being carried out to them, to close off or restrict access to the Common Parts, so long as (except in an emergency) alternative facilities are provided that are not materially less convenient.
- 4.2 To change, end the use of or reduce the extent of any Common Parts or Conducting Media so long as:
 - 4.2.1 alternative facilities are provided that are not materially less convenient; or
 - 4.2.2 if no alternative is provided, the use and enjoyment of the Premises and the rights granted by this Lease are not materially adversely affected.
- 4.3 From time to time to designate areas within the Common Parts for particular purposes including as service areas, car parks, service roads and footpaths and from time to time to reduce the size of any designated areas, so long as the remaining areas are reasonably adequate for their intended purposes.

5. **Adjoining premises**

To carry out works of construction, demolition, alteration or redevelopment on the Building and any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

6. **Plant, equipment and scaffolding**

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord's rights under this Lease.

SCHEDULE 2

Rent review

1. Defined terms

This schedule 2 uses the following definitions:

"Assumptions"

that:

- (a) if the Building or any part of it has been damaged or destroyed, it has been reinstated before the Rent Review Date;
- (b) the Premises are accessible and have the benefit of all essential services;
- (c) the Premises are fit for immediate occupation and use by the willing tenant;
- (d) the Premises may lawfully be let to and used for the Permitted Use by any person throughout the term of the Hypothetical Lease;
- (e) there are no breaches of the Landlord's or Tenant's obligations in this Lease (save for any subsisting and persistent breach by the Landlord); and
- (f) on the grant of the Hypothetical Lease the willing tenant will receive the benefit of a rent free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market equivalent to a normal fitting out period (not the cost of the works) and that the Market Rent is the rent that would become payable after the expiry of such fitting out period.

"Disregards"

any or all of the following:

- (a) any effect on rent of the Tenant (and the Tenant's predecessors in title and lawful occupiers) having been in occupation of the Premises;
- (b) any goodwill accruing to the Premises because of the Tenant's business (and that of the Tenant's predecessors in title and lawful occupiers);
- (c) any special bid that the Tenant or any other party with a special interest in the Premises might make by

reason of its occupation of any other part of the Building or any adjoining premises;

- (d) any increase in rent attributable to any improvement, including any tenant's initial fitting-out works, whether or not within the Premises:
 - (i) carried out by and at the cost of the Tenant or the Tenant's predecessors in title or lawful occupiers before or during the Term;
 - (ii) carried out with the written consent, where required, of the Landlord or the Landlord's predecessors in title; and
 - (iii) not carried out pursuant to an obligation to the Landlord or the Landlord's predecessors in title (but any obligations relating to the method or timing of works in this Lease or any other document giving consent will not be treated as an obligation for these purposes);
- (e) any reduction in rent attributable to works that have been carried out by the Tenant (or the Tenant's predecessors in title or lawful occupiers); and
- (f) any reduction in rent attributable to works that have been carried out by the Tenant (or the Tenant's predecessors in title or lawful occupiers); and

"Hypothetical Lease"

a lease:

- (a) of the whole of the Premises;
- (b) on the same terms as this Lease (including this schedule 2) except for:
 - (i) the amount of Main Rent reserved immediately before the Rent Review Date;
 - (ii) any rent free period, rent concession or any other inducement received by the Tenant in relation to the grant of this Lease; and
 - (iii) any break clause in this Lease other than any right to terminate in schedule 3;
- (c) by a willing landlord to a willing tenant;
- (d) with vacant possession;

- (e) without any premium payable by or (subject to paragraph (f) of the definition of "**Assumptions**") to the willing tenant:
- (f) for a term of 10 years starting on the Rent Review Date;
- (g) with rent review dates on the fifth anniversary; and
- (h) with a right for the tenant to bring the Hypothetical Lease to an end the day of the fifth anniversary.

"Market Rent"

the yearly rent at which the Premises might reasonably be expected to be let on the open market on the Rent Review Date, on the terms of the Hypothetical Lease and applying the Assumptions and the Disregards.

2. Rent review

- 2.1 On the Rent Review Date the Main Rent is to be reviewed to the higher of:
 - 2.1.1 the Main Rent reserved immediately before the Rent Review Date; and
 - 2.1.2 the Market Rent.
- 2.2 The reviewed Main Rent will be payable from and including the Rent Review Date.

3. Dispute resolution

- 3.1 The Market Rent at the Rent Review Date may be agreed between the Landlord and the Tenant. If they have not done so (whether or not they have tried) by the date three months before the Rent Review Date, either the Landlord or the Tenant can require the Market Rent to be decided by an independent expert. If the Landlord and the Tenant do not agree on who should decide the Market Rent, the expert will be appointed by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant. The expert will:
 - 3.1.1 invite the Landlord and the Tenant to submit to the expert a proposal for the Market Rent with any relevant supporting documentation;
 - 3.1.2 give the Landlord and the Tenant an opportunity to make counter submissions;
 - 3.1.3 give written reasons for the expert's decisions, which will be binding on the parties; and
 - 3.1.4 be paid by the Landlord and the Tenant in the shares and in the manner that the expert decides (or failing a decision, in equal shares).
- 3.2 The expert must be an independent chartered surveyor of not less than 10 years' standing who is experienced in the rental valuation of property similar to the Premises and who knows the local market for such premises.

3.3 If the expert dies, becomes unwilling or incapable of acting or it becomes apparent for any other reason that the expert will be unable to decide the Market Rent within a reasonable time, the expert may be replaced by a new expert who must be appointed on the terms set out in this paragraph 3.

3.4 Responsibility for the costs of referring a dispute to an expert, including costs connected with the appointment of the expert but not the legal and other professional costs of any party in relation to a dispute, will be decided by the expert and failing a decision, they will be shared equally between the parties.

4. **Consequences of delay in agreeing the revised rent**

If, by the Rent Review Date, the reviewed Main Rent has not been ascertained, then:

4.1 the Main Rent reserved under this Lease immediately before the Rent Review Date will continue to be payable until the reviewed Main Rent has been ascertained;

4.2 following the ascertainment of the reviewed Main Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the Main Rent been ascertained before the Rent Review Date; and

4.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at 2% below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which each instalment would have become payable to the date of payment. If not paid those sums will be treated as rent in arrear.

5. **Rent review memorandum**

When the Market Rent has been ascertained, a memorandum recording the Main Rent reserved on review must be entered into. The Landlord and the Tenant will each bear their own costs in relation to that memorandum.

6. **Time not of the essence**

For the purpose of this schedule 2 time is not of the essence.

SCHEDULE 3

Services and Service Charge

Part 1

Administrative provisions

1. Service charge

The Tenant is to pay the Service Charge to the Landlord within 14 days of on demand provided that the Landlord cannot make such demand more than once in any six month period and further provided always that the Service Charge shall not exceed the Service Charge Cap.

1.1 When making such demand for payment referred to in paragraph above, the Landlord will supply the Tenant with a statement (the Service Charge Statement) of the:

1.1.1 Service Costs; and

1.1.2 Service Charge payable.

1.2 The Service Charge Statement must include a certificate signed by the Landlord or the Landlord's managing agent, accountant or surveyor (who may be an employee of either the Landlord or a Group Company of the Landlord) certifying that it gives a true and fair summary of the matters to which it relates.

1.3 In calculating the Service Costs, the Landlord may include:

1.3.1 the Landlord's own reasonable management fee where the Landlord, a Group Company of the Landlord or an employee of either of them undertakes the management of the Services; and

1.3.2 interest costs reasonably incurred by the Landlord on borrowing from a UK clearing bank or, if the Landlord uses its own moneys, an amount equal to the interest costs that would have been incurred if the Landlord had borrowed from a UK clearing bank at reasonable commercial rates. Interest costs will always be reasonably incurred under this paragraph if the Landlord has to meet an immediate where the service charge funds held by the Landlord are insufficient for that purpose and the shortfall does not result from:

1.3.2.1 any caps on the amount of service charge recoverable;

1.3.2.2 any non-payment of service charges by other tenants of Lettable Units; or

1.3.2.3 any Lettable Unit being unlet.

1.4 The Tenant will be entitled upon prior appointment to inspect evidence of the Service Costs at the Landlord's head office or any other location the Landlord specifies. The Tenant must ask to inspect the evidence not later than four months after receipt of the Service Charge Statement.

- 1.5 The End Date will not affect the Tenant's obligation to pay or the Landlord's right to recover Service Charge after the End Date where this has not been calculated and demanded before the End Date.

2. Service charge exclusions

The Landlord must not include any of the costs set out in part 4 of this schedule in the Service Costs.

3. Service charge disputes

- 3.1 If any dispute arises in connection with the Service Charge, the Landlord and the Tenant must attempt to resolve it by appropriate alternative means before resorting to court proceedings.
- 3.2 Except in relation to obvious errors, the Tenant must not raise any dispute in connection with the Service Charge Statement more than four months after the Service Charge Statement has been delivered to the Tenant.

4. Variation in the proportion of the service charge payable

- 4.1 In calculating the Service Charge for any of the Services, the Landlord's surveyor may make any adjustment that is fair and reasonable in all the circumstances, taking into consideration the relative degree of benefit obtained by the Tenant and other tenants at the Building from those Services, including by dividing the Services into separate categories and applying weighting to those categories to take into account differing uses or operating hours or other relevant factors.
- 4.2 If there is any change in the extent of the Building, the Landlord must, where it is appropriate to do so, vary the Service Charge as is reasonable to take account of that change but the Service Charge will not materially increase solely as a result of any change in the extent of the Building.
- 4.3 The Service Charge must not be increased by reason only that any Lettable Units:
 - 4.3.1 are or have been unlet;
 - 4.3.2 are let on terms that do not require the tenant or other occupier to pay a service charge; or
 - 4.3.3 are let on terms that cap the liability of any tenant or other occupier for service charge.

Part 2
Landlord's obligations

1. Provision of services

The Landlord, acting reasonably and in the interests of good estate management, must supply the Services in an efficient manner at all appropriate times provided that notwithstanding any other provision of this Lease, the Landlord must at all times keep the Building wind and watertight.

2. Landlord's rights and responsibilities

2.1 The Landlord:

2.1.1 may from time to time employ such agents, contractors or others as the Landlord decides;

2.1.2 will not be responsible for any interruption in the supply of the Services due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to restore the supply as soon as reasonably practicable; and

2.1.3 must take into consideration the administrative, accounting, procurement, management and operational provisions of the Service Charge Code for so long as it is in effect insofar as it is:

2.1.3.1 reasonably practicable to do so;

2.1.3.2 consistent with the Landlord's obligations under this Lease; and

2.1.3.3 consistent with the economic and efficient management of the Building (taking into consideration all the circumstances including the terms of the leases of other Lettable Units); and

2.1.4 must take into consideration current practice in estate management if the Service Charge Code is no longer published.

Part 3
Services

1. Repairing (and by way of repair, renewing, rebuilding and replacing), decorating, maintaining and cleaning the foundations, roof, structure and exterior of the Building and all Common Parts and Conducting Media.
2. Lighting the Common Parts.
3. Lighting the exterior of the Building and any facilities used in common between the Building and any adjoining premises.
4. Heating, providing air-conditioning to and ventilating the Common Parts/Building.
5. Providing hot and cold water to, and maintaining operational supplies in, the toilets in the Common Parts.
6. Paying Supply Costs incurred in providing the Services.
7. Storing, compacting, recycling and disposing of refuse.
8. Providing, inspecting, maintaining (including by maintenance contracts and insurance against sudden and unforeseen breakdown), repairing, renewing, replacing, upgrading and operating:
9. all plant, machinery, apparatus and vehicles used in providing the Services and all signage in the Common Parts; and
10. security, fire-fighting and fire detection equipment (excluding portable fire extinguishers in the Premises), fire alarm systems, public address systems, telecommunications systems, closed circuit television systems and traffic control and all other Building Management Systems.
11. Employing or procuring all staff (including remuneration, incidental benefits and all associated costs and overheads) for the management and security of the Building and otherwise in connection with the Services.
12. Carrying out any works and providing and maintaining all facilities that are required under any Act or by insurers in relation to the Building.
13. Managing and administering service charge accounts for the Services including, where relevant, certifying, examining or auditing those accounts

Part 4
Service Charge Exclusions

1. The following are to be excluded from the Tenant's service charge liability:
 - 1.1 the costs of making good loss or damage by any Insured Risk;
 - 1.2 the cost of making good loss or damage caused by any Uninsured Risk;
 - 1.3 the cost of any works to the extent that money has been or may be recovered from third parties;
 - 1.4 any costs incurred by the Landlord in connection with any unlet or unoccupied units within the Building;
 - 1.5 all costs occasioned as part of any construction, refurbishment, re-decoration and equipping of the Building or any subsequent costs in providing any items that a prudent landlord would have included as part of the original development of the Building;
 - 1.6 any addition or improvement to the Building and any costs of providing and installing plant, machinery and similar equipment on the Building except for the renewal or replacement of items beyond reasonable economic repair with items of an equivalent specification and capacity;
 - 1.7 any expenditure in respect of any part of the Building for which the Tenant or any other tenant or occupier of any unit on the Building is wholly responsible;
 - 1.8 all costs and expenses relating to the collection from and review of rents with the tenants of other units;
 - 1.9 the entering into of any document in respect of any other part of the Building including leases, licences, variations, consents and surrenders;
 - 1.10 the enforcement of the provisions of any other lease of any other part of the Building;
 - 1.11 any contribution to a sinking fund;
 - 1.12 any contribution towards the costs of promoting and advertising the Building;
 - 1.13 any costs and expenses associated with complying with the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015; and
 - 1.14 any costs and expenses associated with improving the Environmental Performance of the Building;
 - 1.15 the cost of making good any Inherent Defect;
 - 1.16 the cost of rectifying, removing, treating, remediating, making good or rendering harmless any contamination, defect, damage or want of repair resulting from or in consequence of any Contamination and/or Contaminative Uses.

Part 5
Service Charge Cap

1. **Defined terms**

This part 5 uses the following definition:

"Service Charge Cap" £2000.00 plus VAT

2. **Service charge cap**

The Service Charge will not exceed the Service Charge Cap .

SCHEDULE 4

Insurance and Damage Provisions

1. Tenant's insurance obligations

- 1.1 The Tenant must pay on demand:
 - 1.1.1 a fair and reasonable proportion of:
 - 1.1.1.1 the sums the Landlord pays to comply with paragraphs 2.1.1 and 2.1.2;
 - 1.1.1.2 if not recovered through the service charge, the sums the Landlord pays to insure all plant, machinery, apparatus and vehicles used in providing the Services;
 - 1.1.1.3 the cost of valuations of the Building and the Premises for insurance purposes made not more than once a year; and
 - 1.1.1.4 the amount of any excess or deductible under any insurance policy that the Landlord incurs or will incur in complying with paragraphs 2.3 and 2.4;
 - 1.1.2 the whole of the sums the Landlord pays to comply with paragraph 2.1.3;
 - 1.1.3 a sum equal to the amount that the insurers refuse to pay following damage or destruction by an Insured Risk to the Building because of the Tenant's deliberate act or failure to act; and
 - 1.1.4 any additional or increased premiums that the insurers may require as a result of the carrying out or retention of any Permitted Works or the Tenant's or any undertenant's or other lawful occupier's use of the Premises.
- 1.2 The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
- 1.3 The Tenant must not use the Premises for any purpose or carry out or retain any Permitted Works that may make any additional premium payable for the insurance of the Premises or the Building, unless it has first agreed to pay the whole of that additional premium.
- 1.4 The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks or by an Uninsured Risk.
- 1.5 The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to the Premises.

2. Landlord's insurance obligations

- 2.1 The Landlord must insure (with a reputable insurer):

- 2.1.1 the Building against the Insured Risks in its full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT);
 - 2.1.2 against public liability relating to the Building; and
 - 2.1.3 loss of the Main Rent and Service Charge for the Risk Period,
- subject to all excesses, limitations and exclusions as the insurers may impose and otherwise on the insurer's usual terms.
- 2.2 In relation to the insurance, the Landlord must:
 - 2.2.1 provide the Tenant with a summary of its main terms and evidence that the insurance policy is in place upon the Tenant's written request;
 - 2.2.2 procure the Tenant's interest in the Premises is noted either specifically or generally on the policy;
 - 2.2.3 take reasonable steps to procure that the insurers waive any rights of subrogation they might have against the Tenant (either specifically or generally);
 - 2.2.4 use reasonable endeavours to procure that the insurers include a term in the insurance policy that the policy cannot be made void or voidable by any act or omission of the Tenant, any permitted undertenants or occupiers of the Premises or its or their employees or visitors or by any alterations made to the Premises (a non-invalidating clause); and
 - 2.2.5 notify the Tenant promptly of all material variations.
 - 2.3 The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Building following destruction or damage by an Insured Risk.
 - 2.4 Where it is lawful to do so, the Landlord must reinstate the Building following destruction or damage by an Insured Risk. Reinstatement need not be identical if the replacement is similar in size, quality and layout.
 - 2.5 Nothing in this paragraph 2 imposes any obligation on the Landlord to insure or to reinstate tenant's fixtures forming part of the Premises or the Building.
 - 2.6 Nothing in paragraph 2.4 will require the Landlord to reinstate any Lettable Units other than the Premises.
 - 2.7 The Landlord's obligations under paragraphs 2.3 and 2.4 will not apply unless and until the Tenant has paid the amounts referred to in paragraph 1.1.1.4 and, where applicable, paragraph 1.1.2.
 - 2.8 If there is destruction or damage to the Building by an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible and the Landlord notifies the Tenant within 12 months afterwards that the

Landlord wishes to reinstate, paragraphs 2.3 and 2.4 will then apply as if the damage or destruction had been caused by an Insured Risk.

- 2.9 Subject to the insurance premiums being reasonable and proper and reasonably and properly incurred, the Landlord will be entitled to retain all insurance commissions for its own benefit.

3. **Rent suspension**

- 3.1 Paragraph 3.2 will apply if the Building is destroyed or damaged by any Insured Risk or Uninsured Risk so that the Premises are unfit for occupation or use or inaccessible. Paragraph 3.2 will not apply to the extent that the Landlord's insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant does or fails to do and the Tenant has not complied with paragraph 1.1.2.

- 3.2 Subject to paragraph 3.1, the Main Rent and Service Charge or a fair proportion of them, will not be payable from and including the date of damage or destruction until the earliest of:

3.2.1 the date that the Premises are again fit for occupation and use, accessible and ready to receive tenant's fitting out works;

3.2.2 the end of the Risk Period; and

3.2.3 the End Date.

- 3.3 If paragraph 3.2 applies before the Rent Commencement Date, the number of days between the date of the damage or destruction and the Rent Commencement Date (or where only a proportion of the Main Rent is or would have been suspended, an equivalent proportion of those days) will be added to the date the rent suspension ends and the resulting date will become the Rent Commencement Date.

- 3.4 If paragraph 3.2 applies:

3.4.1 the Landlord must refund to the Tenant as soon as reasonably practicable a due proportion of any Main Rent and Service Charge paid in advance that relates to any period on or after the date of damage or destruction; and

3.4.2 the Tenant must pay to the Landlord on demand the Main Rent and Service Charge for the period starting on the date they again become payable to but excluding the next Rent Day.

- 3.5 Any dispute about the application of this paragraph 3 will be decided at the request of either party by a single arbitrator under the 1996 Act.

4. **Termination**

- 4.1 This paragraph 4 applies if there is destruction or damage to the Building by an Insured Risk or an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible.

- 4.2 If the damage or destruction is caused by an Uninsured Risk and:

- 4.2.1 the Landlord does not give the Tenant notice within 12 months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that 12 month period; or
- 4.2.2 the Landlord gives the Tenant notice that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord.
- 4.3 If, when the Risk Period ends, the Building has not been reinstated sufficiently so that Premises are again fit for occupation and use and accessible and ready to receive tenant's fitting out works, either the Landlord or the Tenant may end this Lease immediately by giving notice to the other at any time after the end of the Risk Period but before such reinstatement has been completed. The exercise of this right by the Tenant is subject to the Tenant complying with paragraph 1.1.1.4 and, where applicable, paragraph 1.1.2.
- 4.4 For the purposes of paragraphs 3.2.2 and 4.3, if the damage or destruction is caused by an Uninsured Risk, the Risk Period will be treated as beginning on the date the Landlord notifies the Tenant of its wish to reinstate under paragraph 2.8.
- 4.5 If this Lease ends under this paragraph 4:
 - 4.5.1 it will not affect the rights of any party for any prior breaches;
 - 4.5.2 the Tenant may (but will not be obliged to) remove all tenant's and trade fixtures and loose contents from the Premises and in accordance with clause 3.14.3.
 - 4.5.3 the Landlord will be entitled to retain all insurance moneys.
- 4.6 **Non damage events**

For the purposes of this schedule 4 "**destruction**" and/or "**damage**" will be deemed to have occurred in the event of any non-damage event included in the Insured Risks. If such a non-damage event occurs, the Landlord's obligation to reinstate under paragraph 2.4 will include the making good or ending of the circumstances giving rise to the relevant non damage event.

SCHEDULE 5

Works

1. Defined terms

This schedule 5 uses the following definitions:

"CDM Regulations" the Construction (Design and Management) Regulations 2015;

"Consents" all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises or the Building and as otherwise required from owners, tenants or occupiers of any part of the Building or any adjoining premises;

"Prohibited Materials" any products or materials that:

- (a) do not conform to relevant standards or codes of practice; or
- (b) are generally known within the construction industry at the time of specification to be deleterious to health and safety or the durability of buildings or structures in the particular circumstances in which they are specified for use.

2. Tenant's obligations in relation to Permitted Works

2.1 Before starting any Permitted Works the Tenant must:

2.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun;

2.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;

2.1.3 comply with its obligations in clause 3.21.4;

2.1.4 notify the Landlord of the date on which the Tenant intends to start the Permitted Works;

2.1.5 provide the Landlord with any information relating to the Permitted Works as may be required by its insurers and, where the policy requires, not begin the Permitted Works until the Landlord notifies the Tenant that the insurers have given their consent to the Permitted Works; and

2.1.6 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £5 million in respect of each claim and

provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.

- 2.2 If it starts any Permitted Works, the Tenant must carry out and complete them:
 - 2.2.1 diligently and without interruption, and in any event before the End Date;
 - 2.2.2 in accordance with any drawings, specifications and other documents relating to the Permitted Works that the Landlord has approved (where such approval is required pursuant to the provisions of this Lease);
 - 2.2.3 in a good and workmanlike manner and with good quality materials;
 - 2.2.4 in accordance with the reasonable principles, standards and guidelines set out in any relevant guide or handbook published by the Landlord from time to time for tenant's works carried out at the Building provided that where such guide or handbook conflicts with the provisions of this Lease, the provisions of this Lease shall prevail;
 - 2.2.5 without using Prohibited Materials;
 - 2.2.6 in compliance with the Consents and all Acts (including the Planning Acts) and with the requirements of the insurers of the Building and (where applicable) of any competent authority or relevant utility provider;
 - 2.2.7 without adversely affecting the structural integrity of the Building; and
 - 2.2.8 with as little interference as reasonably practicable to the owners and occupiers of any other parts of the Building or any adjoining premises.
- 2.3 The Tenant must promptly make good any physical damage caused by carrying out the Permitted Works.
- 2.4 The Tenant must permit the Landlord to enter the Premises to inspect the progress of the Permitted Works.
- 2.5 Until practical completion of the Permitted Works, the Tenant must insure any Permitted Works for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with a reputable insurer and provide the Landlord with a summary of the main terms of the insurance upon request.
- 2.6 The Tenant must reinstate any of the Permitted Works that are damaged or destroyed before their completion.
- 2.7 As soon as reasonably practicable following completion of the Permitted Works the Tenant must:
 - 2.7.1 notify the Landlord of their completion;
 - 2.7.2 obtain any Consents that are required on their completion;
 - 2.7.3 remove all debris and equipment used in carrying out the Permitted Works;

- 2.7.4 notify the Landlord of the cost of those aspects of the Permitted Works (if any) which are to be insured by the Landlord;
 - 2.7.5 permit the Landlord to enter the Premises to inspect the completed Permitted Works;
 - 2.7.6 supply the Landlord with two complete sets of as-built plans showing the Permitted Works; and
 - 2.7.7 use reasonable endeavours to ensure that the Landlord is able to use and reproduce the as-built plans for any lawful purpose.
- 2.8 If the CDM Regulations apply to the Permitted Works, the Tenant must:
- 2.8.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
 - 2.8.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
 - 2.8.3 on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.
- 2.9 If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must obtain an EPC in accordance with clause 5.6.
- 2.10 If any Consents for the Permitted Works require any works to be carried out by a date that falls after the End Date, the Tenant must, if notified by the Landlord at least six months before the End Date, carry out and complete those works before the End Date.

3. No warranty relating to Permitted Works

- 3.1 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):
 - 3.1.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;
 - 3.1.2 that any Permitted Works may lawfully be carried out;
 - 3.1.3 that the structure, fabric or facilities of the Premises or the Building are able to accommodate any Permitted Works; or
 - 3.1.4 that any of the services supplying the Premises or the Building will have sufficient capacity for and will not be adversely affected by any Permitted Works.

- 3.2 Should the provisions of this schedule 5 conflict with the provisions of a separate document containing the Landlord's consent for the Permitted Works, the provisions of such separate consent shall prevail.

SCHEDULE 6

Underletting

1. Defined terms

This schedule 6 uses the following definitions:

"Approved Underlease" an underlease approved by the Landlord and, subject to any variations agreed by the Landlord in its absolute discretion:

- (a) lawfully excluded from the security of tenure provisions of the 1954 Act;
- (b) granted without any premium being received by the Tenant;
- (c) reserving a market rent, taking into account the terms of the underletting;
- (d) containing provisions for rent review at five yearly intervals and otherwise on the same terms as in schedule 2;
- (e) containing provisions for change of use and alterations corresponding to those in this Lease;
- (f) prohibiting the assignment of part only of the Underlet Premises;
- (g) allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;
- (h) containing a covenant by the Undertenant not to create any Sub-Underlease of the whole or part of the Underlet Premises;
- (i) containing provisions requiring the Undertenant to pay as additional rent the whole of the Insurance Rent and other sums, excluding the Main Rent, payable by the Tenant under this Lease; and
- (j) containing other provisions corresponding with those in this Lease;

"Approved Undertenant" a person approved by the Landlord and who has entered into a direct deed with the Landlord agreeing to:

- (a) comply with the terms of the Approved Underlease; and

- (b) procure that any proposed assignee of the Underlet Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant;

"Underlease"	the underlease granted following the approval of the Approved Underlease;
"Underlet Premises"	the premises let by an Underlease; and
"Undertenant"	the Approved Undertenant to whom the Tenant grants an Underlease.

2. **Right to underlet**

- 2.1 The Tenant may, with the Landlord's consent (acting reasonably), underlet the whole of the Premises by an Approved Underlease to an Approved Undertenant.
- 2.2 If the Landlord reasonably requires, the Landlord's consent may be conditional on the Approved Undertenant providing a guarantor (approved by the Landlord) to guarantee to the Landlord the Approved Undertenant's compliance with its obligations in the Approved Underlease in a form that the Landlord requires.

3. **Obligations in relation to underleases**

- 3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.
- 3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
- 3.3 On any review of the rent payable under any Underlease, the Tenant must:
 - 3.3.1 review the rent payable under the Underlease in compliance with its terms;
 - 3.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's approval;
 - 3.3.3 include in the Tenant's representations to any third party any representations that the Landlord may require; and
 - 3.3.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.
- 3.4 The Tenant must not vary the terms or accept any surrender of part of any Underlease without the Landlord's approval.

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **REDFERN PROPERTIES LIMITED** acting by **PAUL MCATEER**, a director, in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:
n:

EXECUTED (but not delivered until the date hereof) as a **DEED** by a duly authorised attorney for and on behalf of **CASH ACCESS UK LIMITED** in the presence of:

DocuSigned by:
Velida Pudic
.....EEF5C92B05C4431.....

ATTORNEY Velida Pudic

WITNESS

Signature:  Signed by:
Matthew Caplan
296F91CA3A354CE...

Name: Matthew Caplan

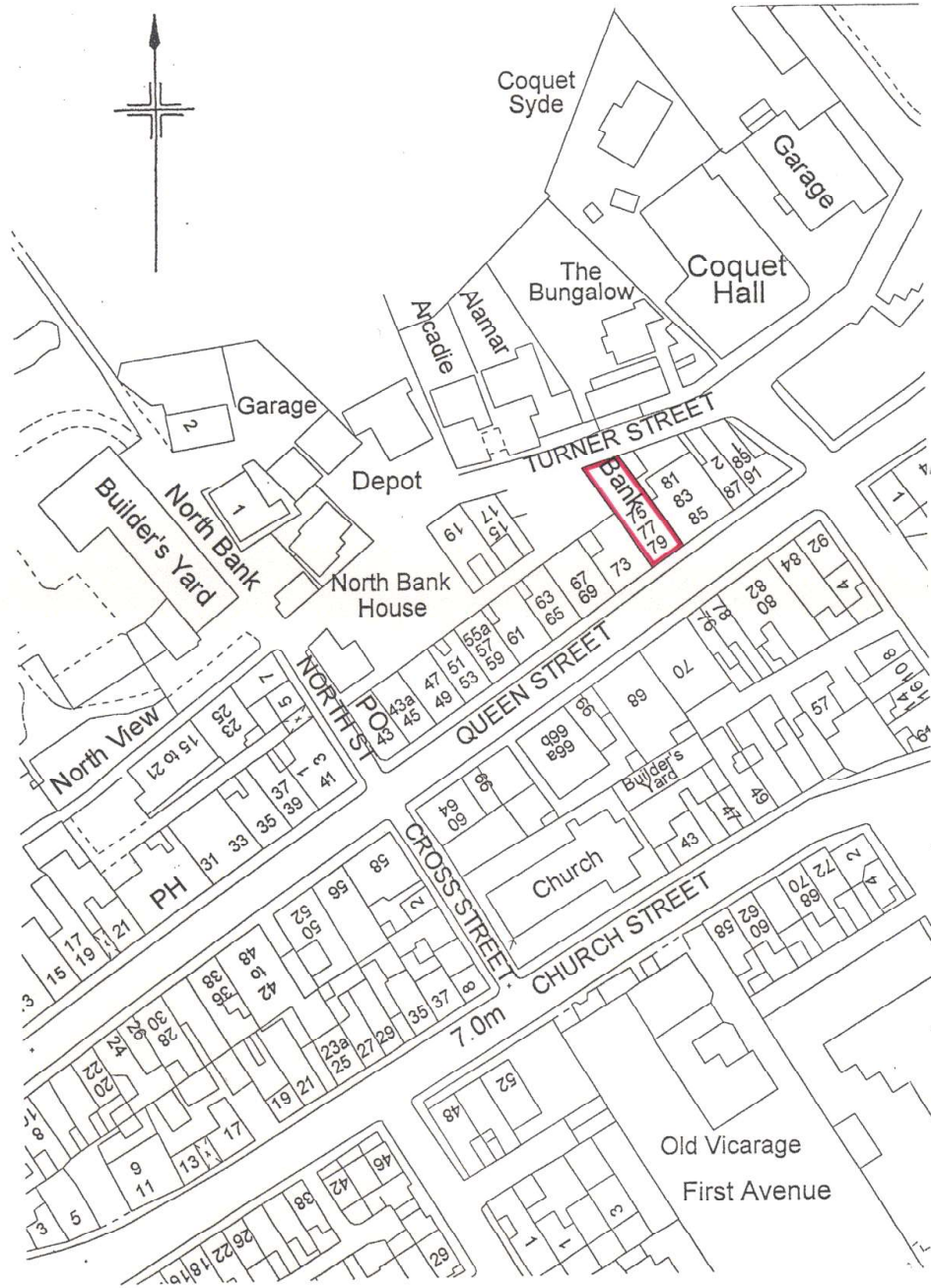
Address: 1 Scott Place
2 Hardman Street
Manchester
M3 3AA

Occupation: Solicitor

Plan 1

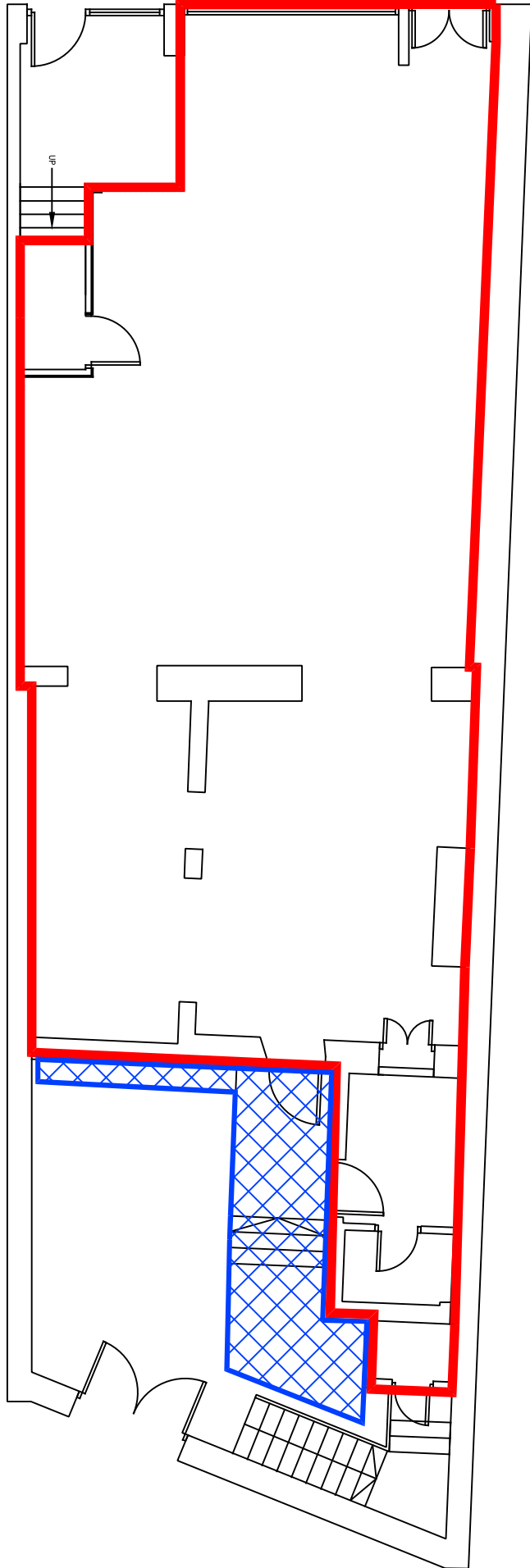
H.M. LAND REGISTRY		TITLE NUMBER	
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ORDNANCE SURVEY PLAN REFERENCE	NU 2604	SECTION G	Scale 1/1250 Enlarged from 1/2500
COUNTY NORTHUMBERLAND	DISTRICT ALNWICK.	© Crown copyright 1987	

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Plan 2



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PROJECT:
75 Queen Street
Amble
Northumberland
NE65 0DA

TITLE:
Block Plan

SCALE:	1:100	ORIGINAL SIZE:	A4	DESIGNED:	TR	CHECKED:		AUTHORISED:	
PROJECT NO.:	BS2737	OFFICE:	KMSNE	DATE:	18/09/2025	DATE:		DATE:	
DISCIPLINE:	BS	TYPE:		CODE:	004	DRG NO.:	001	REV.:	E