

4.9.1 To keep the Premises clean, tidy and free from rubbish

4.10 Overloading

Not to overload the floors, ceilings, structure or any plant, machinery or electrical installation serving the Premises

4.11 Prohibited Use

Not to use the Premises

4.11.1 for any purpose which is noisy or offensive, dangerous or illegal, immoral or a nuisance, or causes damage or disturbance to the Landlord or owners or occupiers of any neighbouring property, or which involves any substance which may be harmful, polluting or contaminating

4.11.2 for residential purposes

4.11.3 for any auction, public or political meeting, public exhibition or show or as a betting office or for gaming or playing amusement machines or as a sex shop (as defined in the Local Government (Miscellaneous Provisions) Act 1982) or for the business of an undertaker or for the business of a staff agency, employment agency or Government Department at which the general public call without appointment

4.12 Permitted Use

Not to use the Premises otherwise than for the Permitted Use

4.13 Signs

Not to erect any sign, notice, advertisement, pole, flag, aerial, satellite dish or equipment for sending or receiving communications which is visible outside the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed in respect of suitable signs showing the Tenant's name and business and associated details

4.14 Alterations

Not to erect any buildings on the Premises without the Landlord's written consent

4.15 Preservation of Easements

4.15.1 Not to prejudice the acquisition of any right of light for the benefit of the Premises, by obstructing any window or opening or giving any acknowledgement that the right is enjoyed by consent, or any other act or default of the Tenant

4.15.2 To preserve all rights of light and other easements enjoyed by the Premises and not to permit or suffer anyone to acquire any right of light or other easement or right over the Premises

4.15.3 To give the Landlord immediate notice if any easement enjoyed by the Premises is obstructed or any new easement affecting the Premises is made or attempted

4.16 Alienation

Not to assign, charge, or underlet the whole or any part of the Premises.

4.17 Statutory Requirements

To comply promptly with all notices lawfully served by any public, local or statutory authority and with the requirements of any present or future statute or European Union law, regulation or directive (whether imposed on the owner or occupier) which affects the Premises or their use

4.18 Planning

4.18.1 To comply with the Planning Acts

4.18.2 Not to apply for or implement any planning permission, or enter into a planning obligation under Section 106 of the Town and Country Planning 1990, affecting the Premises without first obtaining the Landlord's written consent

4.18.3 If a planning permission is implemented the Tenant will complete all the works permitted and comply with all the conditions imposed by the permission before the determination of the Term (including any works stipulated to be carried out by a date after the determination of the Term unless the Landlord requires otherwise)

4.18.4 If the Landlord reasonably requires, to produce evidence to the Landlord that the provisions of this Clause 4.18 have been complied with

4.19 Notices

4.19.1 To supply the Landlord with a copy of any notice, order or certificate or proposal for any notice, order or certificate affecting or capable of affecting the Premises as soon as it is received by or comes to the notice of the Tenant

4.19.2 At the request of the Landlord to make or join the Landlord in making such objections or representations against or in respect of any such notice, order or certificate as the Landlord may reasonably require

4.20 Contaminants and Defects

4.20.1 To give the Landlord immediate written notice of the existence of any contaminant, pollutant or harmful substance on, or any defect in, the Premises as soon as the Tenant is or should reasonably be aware of it

4.20.2 To remove from the Premises or remedy to the Landlord's reasonable satisfaction any such contaminant, pollutant or harmful substance

4.21 Entry by Landlord

To permit the Landlord at all reasonable times and on reasonable notice (except in emergency) to enter the Premises in order to

4.21.1 inspect and record the condition of the Premises

4.21.2 remedy any breach of the Tenant's obligations under this lease

4.21.3 comply with any of its obligations under this lease

Provided that the Landlord shall cause as little inconvenience as reasonably practicable in the exercise of such rights and shall make good as soon as reasonably possible all damage to the Premises caused by such entry

4.22 Landlord's costs

To pay to the Landlord on demand amounts equal to such Costs as it may properly incur:

4.22.1 in connection with any application for consent made necessary by this lease (including where consent is lawfully refused or the application is withdrawn)

4.22.2 incidental to or in reasonable contemplation of the preparation and service of a schedule of dilapidations (whether before or after expiry of the Term) or a notice or proceedings under Section 146 or Section 147 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)

4.22.3 in connection with the enforcement or remedying of any breach of the covenants in this lease on the part of the Tenant and any Guarantor

4.22.4 incidental to or in reasonable contemplation of the preparation and service of any notice under section 17 of the LTCA 1995

4.23 Indemnity

To indemnify the Landlord against all Costs arising directly or indirectly from any breach of the Tenant's obligations under this lease or any act or default of the Tenant in relation to the Premises

4.24 Yielding up

4.24.1 Immediately before the end (whether on expiry or on earlier termination) of the Term:

- (a) to give up the Premises in accordance with the Tenant's covenants in this lease
- (b) If the Landlord so requires, to remove all alterations made during the Term or any preceding period of occupation by the Tenant and reinstate the Premises as the Landlord reasonably directs and to its reasonable satisfaction
- (c) to remove all signs, tenant's fixtures and fittings and other goods from the Premises and make good any damage caused by this to the Landlord's

reasonable satisfaction

PROVIDED that the Tenant shall not be required to remove or interfere with any burials which may have taken place in the Premises during the Term

4.25 Fencing

To erect and at all times during the Term to maintain stock proof fencing along all the boundaries of the Premises of a type to be approved by the Landlords Land Agent such approval not to be unreasonably withheld or delayed

5. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant while the reversion immediately expectant on the Term is vested in the Landlord as follows:

5.1 Quiet Enjoyment

That subject to the Tenant paying the rents reserved by and complying with the terms of this lease, the Tenant may peaceably enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for it

6. INSURANCE

The Tenant covenants with the Landlord while the reversion immediately expectant on the Term is vested in the Landlord to pay the cost of Property Owners Liability and Third Party Liability insurance in connection with the Premises and other relevant insurance deemed necessary by the Tenant

7. PROVISOS

7.1 Forfeiture

If any of the following events occurs:

7.1.1 the Tenant fails to pay any of the rents payable under this lease within 21 days of the due date (in the case of the rent firstly reserved whether or not formally demanded, but in all other cases following written demand) or

7.1.2 the Tenant materially breaches any of its obligations in this Lease.

then the Landlord may re-enter the Premises or any part of the Premises in the name of the whole and forfeit this lease, and the Term will immediately end, but without prejudice to the rights of the Landlord in respect of any breach of the obligations contained in this lease

7.2 No compensation

Any right for the Tenant to claim compensation from the Landlord on vacating the Premises or otherwise is excluded to the extent permitted by law

7.3 Notices

Section 196 of the Law of Property Act 1925 will apply to any notice which may be served under this lease, but as if the final words of Section 196(4) "and that service... be delivered" were deleted and replaced by "and that service shall be deemed to be made on the second working day after the date of posting"

7.4 Arbitration

7.4.1 Where this lease provides for reference to Arbitration then reference is to be made in accordance with the Arbitration Act 1996 to a single arbitrator agreed between the Landlord and the Tenant, or (in the absence of agreement) nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors

7.4.2 In the absence of a determination by the arbitrator as to his fees, they shall be borne equally by the Landlord and the Tenant

7.4.3 If the arbitrator is ready to make his award, but is unwilling to do so due to the Tenant's failure to pay its share of the costs in connection with the award, the Landlord may serve on the Tenant a notice requiring the Tenant to pay such costs within 14 days, and if the Tenant fails to comply with such notice the Landlord may pay to the arbitrator the Tenant's costs, and any amount so paid will be a debt due forthwith from the Tenant to the Landlord

7.5 No implied easements

This lease does not include any rights over any other property except those mentioned in Part 2 of the First Schedule, and Section 62 of the Law of Property Act 1925 is excluded from this lease

7.6 Planning Acts

The Landlord does not warrant that the Permitted Use complies with the Planning Acts

7.7 No waiver

If the Landlord demands or accepts rent while aware of a breach by the Tenant of any of the Tenant's covenants in this lease, this will not prevent forfeiture of the lease by the Landlord

7.8 Registration

The Landlord will not be liable to the Tenant for losses arising from any failure by the Tenant to effect registration of this lease or easements contained in this lease at the land registry where such registration is applicable

7.9 Landlord and Tenant Act 1954

Before the Tenant became contractually bound to enter into this lease the Landlord served on the Tenant a notice in the form set out in Schedule 1 to the Regulatory Reform (Business

Tenancies) (England and Wales) Order 2003 ("the Order") and the Tenant made a statutory declaration in the form set out in paragraph 8 of Schedule 2 to the Order, and the Landlord and the Tenant agree that the provisions of Sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 will not apply to this lease

EXECUTED AS A DEED by the parties and delivered on the date specified at the beginning of the Prescribed Clauses

THE FIRST SCHEDULE

Part 1

The Premises

The land shown edged red on Plan 1 (together with the fences to be erected by the Tenant in accordance with clause 4.25) whose position is identified on Plan 2 annexed hereto

Part 2

Rights granted

- 1 All rights to which the Landlord has title to Conduits serving the Premises and passing across neighbouring land (if any)

Part 3

Rights excepted and reserved

The following rights are excepted and reserved to the Landlord:

1. The right at all reasonable times during the tenancy to enter (or in emergency to break and enter) upon the Premises for any of the purposes mentioned in Clause 4.21 of this lease, the person exercising such right causing as little damage and inconvenience to the Tenant as possible and making good all damage caused to the Premises

Part 4

Encumbrances

1. All matters referred to in the register of title registered at the Land Registry under Title Number BK404444 so far as they relate to the Premises

THE SECOND SCHEDULE

Rent review

1. In this schedule:
 - 1.1 "Review Date" means each of the Review Dates mentioned in the Particulars and Relevant Review Date shall be interpreted accordingly.
 - 1.2 "Current Rent" means the Principal Rent payable under this Lease immediately before the Relevant Review Date.

- 1.3 "Index" means the Retail Prices Index (including housing and mortgage costs) published by the Office of National Statistics or (if not available) such index of comparative prices as the Landlord shall reasonably require;
- 1.4 "Indexed Rent" means:
- Current Rent multiplied by (B/C) per annum where:
- B = The figure shown in the Index for the month immediately before the Relevant Review Date;
- and
- C = (in the case of the first Review Date) the figure shown in the Index for February 2023 and (in the case of the subsequent Review Dates) the figure shown in the index for the month immediately before the Preceding Review Date
- 1.5 "Preceding Review Date" means the Review Date next before the Relevant Review Date;
- 1.6 "Revised Rent" means the new Principal Rent following each Review Date calculated pursuant to paragraph 2 of this Schedule.
2. The Principal Rent shall be reviewed on each Review Date to the higher of:
- 2.1 The Current Rent (disregarding any suspension or abatement of the Principal Rent); and
- 2.2 The Indexed Rent ascertained in accordance with this Lease;
3. If a Revised Rent has not been ascertained by the Relevant Review Date:
- 3.1 The Current Rent shall continue to be payable until the Revised Rent is ascertained;
- 3.2 When the Revised Rent is ascertained:
- 3.2.1 the Tenant shall pay within 14 days of receipt from the Landlord of Notice of the Revised Rent:
- (i) any difference between the Principal Rent payable immediately before the Relevant Review Date and the Principal Rent which would have been payable had the Revised Rent been ascertained on the Relevant Review Date (the Balancing Payment); and
- (ii) interest on the Balancing Payment at Base Rate from the date or dates when the Balancing Payment or the relevant part or parts would have been payable had the Revised Rent been ascertained on the Relevant Review Date;
- 3.2.2 the Landlord and Tenant shall sign and exchange a memorandum recording the amount of the Revised Rent.
4. Time shall not be of the essence for the purposes of this Schedule.

THE THIRD SCHEDULE
the Regulations

1. No permanent open storage is permitted on the Premises without the prior written consent of the Landlord
2. No rubbish, paper, wood or other combustible matter may be burnt on the Premises except within boilers or incinerators specifically designed for the purpose
3. No smoke or fumes or noxious smells or loud music may be emitted from the Premises so as to cause (in the opinion of the Landlord or its surveyor) annoyance or interference with the Premises or with enjoyment by occupiers of other property in the vicinity
4. The Tenant must not use industrial machinery, engines or equipment so as to cause excessive noise or dust nuisance. Any excess which (in the opinion of the Landlord's surveyor) is causing annoyance to occupiers of other property in the vicinity is to be abated immediately upon notice
5. No mechanically operated vehicles, cycles, hand trucks or trailers may be parked or left unattended outside areas properly reserved for such parking, or left so as to obstruct roadways into or on the Premises or so as to prevent access by fire fighting equipment
6. The Tenant must not store inflammable materials, explosive substances or liquids on the Premises
7. No trade effluent may be permitted to enter the surface water on the Premises

THE COMMON SEAL of
ENGLEFIELD ESTATE TRUST CORPORATION LIMITED
was affixed to this deed
in the presence of:

)
)
)
)

.....*[Signature]*.....

Director

.....*[Signature]*.....

Director/Secretary

1117

