

Dated 9 July 2019

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN (1)

AND

EVENTHIA LIMITED (T/A IL BOTTACCIO) (2)

AGREEMENT FOR LEASE

of premises known as

Part Ground Floor, Basement and Balcony
Levels, The Camden Centre, Bidborough Street,
London WC1H 9AU

SHARPE PRITCHARD[®]

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THIS AGREEMENT is made on 9 July 2019

BETWEEN:

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Camden Town Hall, Judd Street, London WC1H 9JE ("Landlord").
- (2) EVENTHIA LIMITED (t/a Il Bottaccio) (incorporated and registered in England and Wales under company registration number 11343360), the registered office of which is at Flat 3, 114 Kensington High Street, London W8 4NP ("Tenant").

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Access Conditions

means:

- (a) that the Tenant will be able to proceed with the Tenant's Fit-Out Works without any material interruption or material delay or material increased cost either by reason of the continued carrying out of any of the Landlord's Works or by reason of the existing condition of the Premises;
- (b) that the Premises is wind and watertight and secure;
- (c) that services of electricity, gas and water are available for connection at the Premises subject only to meter connections which require an occupier's application to the relevant statutory provider and the Landlord has provided the appropriate MPAN

number to the Tenant to enable the Tenant to take the power supply;

- (d) that the drains in the Premises are connected to the public sewer (where this is intended) and are operational and a CCTV survey has been delivered to the Tenant demonstrating that the drainage runs serving the Premises to the public sewer are clear of debris and other blockages;
- (e) that all plant materials and rubbish have been removed from the interior of the Premises;
- (f) that the Landlord has obtained any Required Consents and complied with any conditions within any Required Consent which must be satisfied prior to occupation and use of the Premises for purposes of fitting out (but excluding any conditions which by their nature are to be satisfied by a tenant or occupier by virtue of its ongoing use, fitting out proposal or otherwise) and this has been evidenced to the Tenant to its reasonable satisfaction on request;
- (g) the floor slab of the Premises has been laid for at least the minimum period that the same is required in order to meet its full design strength and dried out and is ready to receive the Tenant's floor finishes and enable plant, machinery and building equipment and materials of the Tenant, its contractors and sub-contractors to be delivered;

- (h) warranties from the Building Contractor, the Project Manager, the Employer's Agent and the Professional Team have been provided to the Tenant in respect of the Landlord's Works;
- (i) that the fire rating and compartmentation for the Premises has been approved by Building Control and the Landlord's compartmentation strategy has been provided to the Tenant; and
- (j) that any scaffolding on the Premises has been removed;

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| Approved Plans | the plans and specifications contained in Annex 2 which show or describe the Landlord's Works and all plans and specifications which may be produced in addition to or in substitution of those contained in Annex 2 in accordance with the provisions of this Agreement or with the agreement of the Landlord and the Tenant; |
| Building Contract | the building contract or contracts to be entered into for the carrying out of the Landlord's Works; |
| Building Contractor | Lendlease Construction (Europe) Limited or such other reputable building contractor as may be appointed in connection with the Landlord's Works; |
| CDM Regulations | the Construction (Design and Management) Regulations 2015 including any regulations or orders passed supplementing or varying them; |
| Construction Long Stop Date | 28 January 2022 subject to extension under clause 10.3; |
| Deposit | £137,200.00 being 10% of the Rent Deposit |

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| Employer's Agent | such reputable and professional firm or company as may from time to time be appointed to carry out the duties of contract administrator under the Building Contract in connection with the Landlord's Works; |
| Existing Premises Licence | the premises licence with ref. PREM-LIC\1651; |
| Fit out Guide | the fit out guide to be provided by the Project Manager as soon as reasonably practicable after the date hereof and in any event prior to the Practical Completion Date PROVIDED THAT the Fit Out Guide shall not contain any materially more onerous provisions in respect of the carrying out of the Tenant's Works than the restrictions (if any) set out in the Satisfactory Planning Permission which would affect the carrying out and completion of the Tenant's Works; |
| FOI Legislation | the Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation made under it or any superseding enactment and regulations; the Environmental Information Regulations 2004 and any guidance issued by the Department for Constitutional Affairs, the Department of Environment and Food and Rural Affairs (or Government departments superseding these in relation to FOIA legislation) or the Information Commissioner; |
| Initial Rent | the annual sum so specified as such in the Lease; |
| Insurance Rent | the insurance rent or charge payable by the Tenant under the Lease; |
| Insured Risks | such risks as are ordinarily covered by an all-risks policy in relation to insurance of construction works and/or existing structures as applicable; |
| Landlord | includes (save as provided in this Agreement) its successors in title; |

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| Landlord's Works | the works to the Premises as shown and/or described in the Approved Plans; |
| Lease | the lease of the Premises to be granted to the Tenant by the Landlord under this Agreement in the form at Annex 1 subject only to such alterations made in accordance with the provisions of this Agreement; |
| Lease Completion Date | <p>the date ten (10) Working Days after the Practical Completion Date Provided That if the Lease Completion Date would otherwise occur at any time during the months of September/October or February/March/April, the Tenant will, at the Tenant's absolute discretion, elect either to:</p> <ul style="list-style-type: none"> (a) delay the Lease Completion Date until the first Working Day in November or May (as applicable); or (b) complete the Lease and accept an extension of the rent free period under the Lease for an additional two (2) months; |
| Licence for Alterations | a licence for alterations in relation to the Tenant's Fit-out Works in the form annexed hereto at Annex 5; |
| Licensing Authority | means London Borough of Camden (or such other authority as may be appropriate at the time in connection with the Premises); |
| Licensing Applications | <p>any application(s) submitted to the Licensing Authority by the Tenant either to:</p> <ul style="list-style-type: none"> (a) transfer the Existing Premises Licence to the Tenant; or (b) vary the Existing Premises Licence and, for the avoidance of doubt, where the Licensing Authority treats the Tenant's application to vary the Existing Premises Licence as an application for a new premises licence, the Tenant's application shall (provided that it is an approved application pursuant to clause 6.2 hereof) not require any further approval from the Landlord; or |

(c) vary the Premises Licence,

provided that each such application is approved pursuant to clause 6.2;

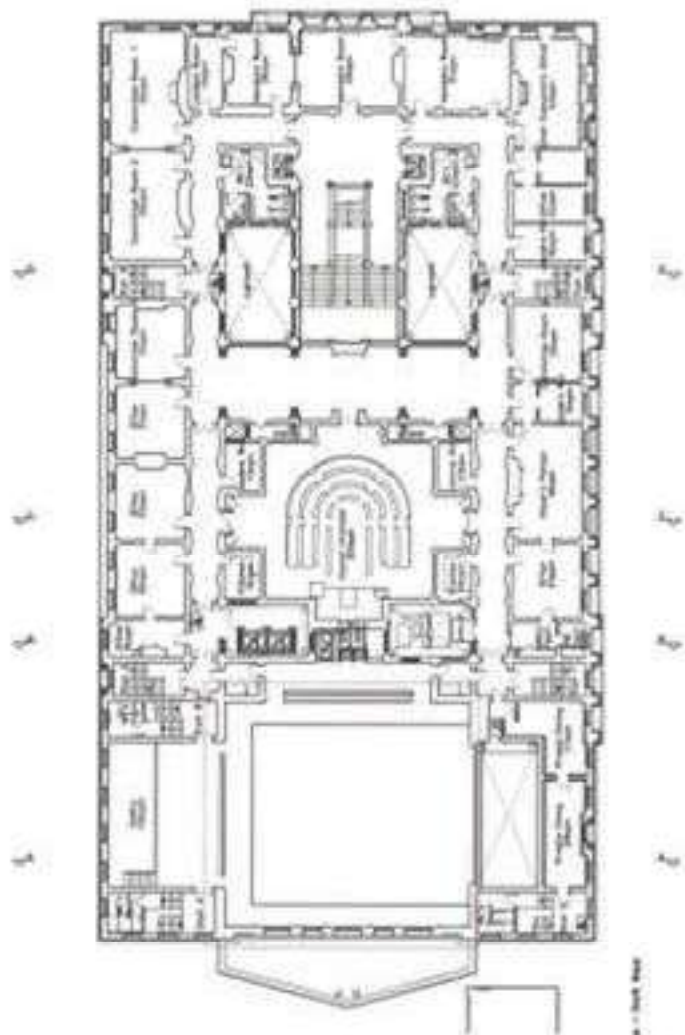
Mezzanine

the proposed mezzanine area shown edged red on the attached plan marked "Mezzanine Plan".

Permitted Delay

any delay caused by one or more of the following:

- (a) the Insured Risks;
- (b) exceptionally adverse weather conditions;
- (c) war, hostilities, rebellion, revolution, insurrection, military or usurped power, civil war, labour lock-outs, strikes, local combination of workmen and other industrial disputes, riot, civil commotion or disorder;
- (d) failure or delay by a local authority or statutory body or service undertaking in carrying out any work in pursuance of its statutory or legal obligations;
- (e) any extension of time properly granted to the Building Contractor under the Building Contract (as certified by the Employer's Agent, acting reasonably and properly, pursuant to the Building Contract);
- (f) any time which has to be spent investigating or dealing with articles of value or of historic or prehistoric interest discovered before or in the course of the carrying out of the Landlord's Works;
- (g) any Act of Parliament, statutory instrument, statutory power or decree passed, issued or exercised by or on behalf of the United Kingdom government which was not reasonably foreseeable at the date of this Agreement or, if earlier, the date of the Building Contract;



Architectural drawing of a building floor plan.

- (h) any variations to the Landlord's Works which have been requested by the Tenant and agreed to by the Landlord (whether or not such variations can be requested under this Agreement);
- (i) the carrying out of the Tenant's Fit-out Works;
- (j) substantive issues arising from the steel frame and/or the fabric of the Building and/or the finding of asbestos in the Building identified during the Landlord's Works which could not have earlier been identified;
- (k) any circumstance beyond the control of the Landlord or the Building Contractor or which the Landlord or Building Contractor could not have reasonably prevented or avoided PROVIDED THAT:
 - (i) the Landlord and/or the Building Contractor have used reasonable endeavours to minimise any delay or disruption caused thereby; and
 - (ii) the Landlord and/or the Building Contractor have carried out in good time prior to commencement of the Landlord's Works all surveys and reports that a professional and reputable Landlord and/or Building Contractor would carry out in respect of the Landlord's Works, and
 - (iii) for the avoidance of doubt, the identification of asbestos within the Building which could not reasonably be identified either within the surveys or reports carried out by the Landlord and/or the Building Contractor (both acting reasonably and properly) or during the demolition period shall fall within this category;

- (l) any referral to an independent surveyor in accordance with the provisions of this Agreement where the independent surveyor determines in favour of the Landlord;
- (m) any unreasonable failure by the Tenant to give (where this Agreement provides for it to be given) its approval, consent, rejection or other comment in relation to any aspect of the Landlord's Works within the time period specified in this Agreement;
- (n) insolvency of the Building Contractor provided that the Landlord uses reasonable endeavours to source and appoint a new Building Contractor as soon as reasonably practicable;

Planning Condition means the condition set out in the First Schedule;

Practical Completion Certificate the certificate, notice or statement of practical completion of the Landlord's Works to be issued under the Building Contract (which, where the Building Contract adopts sectional completion shall be the certificate(s), notice(s) or statement(s) of practical completion relating to the section incorporating the Landlord's Works) provided that the Practical Completion Certificate shall not be issued until the Access Conditions have been satisfied or (at the Tenant's discretion) waived in writing by the Tenant;

Practical Completion Date the date specified in the Practical Completion Certificate issued by the Employer's Agent as the practical completion date of the Landlord's Works pursuant to the Building Contract;

Premises the premises to be let to the Tenant under this Agreement and known as part ground floor, basement and balcony, The Camden Centre, Bidborough Street, London WC1H 9AU as more particularly described in the Lease;

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| Premises Licence | means the Existing Premises Licence or, where the Licensing Authority issues a new premises licence for the Premises following a Licensing Application, that new premises licence |
| Professional Team | means those reputable and professional parties commissioned by the Landlord or the Building Contractor to carry out the Landlord's Works; |
| Project Manager | Lendlease Consulting (Europe) Limited (company registration number 03826968) whose registered office is at 21 Triton Street, Regent's Place, London NW1 3BF |
| Rent Commencement Date | the date twelve (12) months after the Term Start Date subject to extension in accordance with the provisions of Clauses 8.5 and/or 10.4 of this Agreement; |
| Rent Deposit | the sum of £1,372,000.00 (being 18 months' Initial Rent) plus £274,400.00 being the VAT payable on that sum, totalling £1,646,400.00; |
| Rent Deposit Deed | the rent deposit deed in the form annexed hereto at Annex 4; |
| Required Consents | the Planning Permission (as defined in the First Schedule), any Statutory Agreements and all other permissions, consents, approvals, licences, certificates and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Landlord's Works and to use and enjoy the Premises for the purposes authorised by the Lease or (as the case may be) to carry out the Tenant's Fit-out Works; |
| Service Charge | the service charge payable by the Tenant under the Lease; |
| Statutory Agreement | any agreement or obligation to be entered into by the Landlord with any statutory body or any service undertaking |

in connection with the Landlord's Works including (without limitation) any agreement or obligation made under:

- (a) s 106 Town and Country Planning Act 1990 or otherwise required in connection with the grant of Planning Permission;
- (b) s 33 Local Government (Miscellaneous Provisions) Act 1982;
- (c) s 38 and/or s 278 Highways Act 1980;
- (d) s 98 and/or s 104 Water Industry Act 1991;

Statutory Requirement

any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Landlord's Works or the performance of any obligations under the Building Contract or this agreement and any regulation or bye-law of any local authority or statutory undertaker which has jurisdiction with regard to the Landlord's Works or with whose systems the Landlord's Works are, or are to be, connected;

Target Practical Completion Date

25 December 2021;

Tenant

the person so named as a party to this Agreement, but does not include the Tenant's successors in title and assigns (this agreement being personal to the Tenant);

Tenant's Drawings

the plans and specifications to be provided to and approved by the Landlord in accordance with clause 11.1 and any plans and specifications later submitted to and approved by the Landlord in relation to the Tenant's Fit-out Works in accordance with this Agreement;

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| Tenant's Surveyor | Kanvass Projects Limited of Build Studios, 203 Westminster Bridge Road, London SE1 7FR; |
| Tenant's Fit-out Works | such fitting out or other works as the Tenant shall carry out at the Premises pursuant to clause 10 shown and/or described in the Tenant's Drawings; |
| Term Start Date | the earlier of the Lease Completion Date and the date that the Tenant occupies the Premises; |
| Title Documents | the deeds, documents, agreements and other matters referred to in the registers of title at the Land Registry for title number NGL133728 as at 21 June 2018 at 12.03:17 so far as they relate to the Premises; |
| Unconditional Date | the date on which the Planning Condition has been satisfied or waived by the Tenant in accordance with the terms of this Agreement; |
| Ultimate Long Stop Date | 25 March 2022; |
| VAT | value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar nature that may be substituted for it or levied in addition to it; |
| VATA | the Value Added Tax Act 1994; |
| Working Day | any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday; |
| 1954 Act | Landlord and Tenant Act 1954. |

1.2

Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Every obligation on a party comprising more than one person is joint and several.

- (b) References to a person include a corporate or unincorporated body (and vice versa).
- (c) Any obligation on a party not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done by anyone directly or indirectly under the control of that party.
- (d) Words importing one gender include any other gender and words importing the singular include the plural (and vice versa).
- (e) Unless otherwise stated, any reference to a clause, schedule or annex shall mean a clause, schedule or annex of this Agreement.
- (f) Title headings appearing in this Agreement are for reference only and shall not affect its construction.
- (g) Unless otherwise stated, any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under them or deriving validity from them.

2 MEZZANINE

- 2.1 The Tenant may, at its discretion, decide whether or not the Mezzanine shall be included within the Premises and the Planning Application to be submitted by the Landlord for the Landlord's Works in accordance with the provisions of the First Schedule shall not include the Mezzanine.
- 2.2 Should the Tenant decide that the Mezzanine should be included within the Premises then the Tenant shall, at its own cost, obtain the necessary planning consent and all other Required Consents for the construction of the Mezzanine and shall include the Mezzanine within the Tenant's Drawings and shall, subject to the Landlord's approval procedure set out in clause 10 hereof, construct the Mezzanine as part of the Tenant's Fit-out Works.
- 2.3 Should the Tenant decide that the Mezzanine should be included within the Premises, the Landlord will procure that its Project Manager for the Landlord's Works liaises and co-ordinates with the Tenant and its contractor undertaking the Tenant's Fit-out Works.
- 2.4 For the avoidance of doubt, the Mezzanine Plan has been approved by the Landlord prior to the date hereof.

3 DEPOSIT AND RENT DEPOSIT

- 3.1 On the date of this Agreement the Tenant shall pay the Deposit to the Landlord, which shall be held by the Landlord's solicitors as stakeholder.
- 3.2 The Deposit shall be repaid to the Tenant, with all interest accruing thereon, within 5 Working Days of the termination of this Agreement by either party save where termination has arisen solely as a result of the Tenant's default which has not been remedied within a reasonable period of time following service of notice from the Landlord, in which event the Deposit shall not be repayable to the Tenant and shall be released to the Landlord.
- 3.3 Simultaneously with the grant of the Lease, the Tenant will deliver to the Landlord:
- (a) the duly executed Rent Deposit Deed; and
 - (b) the Rent Deposit less the Deposit which, from the date of actual completion, shall form part of the Rent Deposit.

4 AGREEMENT FOR LEASE

The Landlord shall grant and the Tenant shall accept the Lease in accordance with the provisions of this Agreement.

5 PRE-CONDITION

- 5.1 The provisions of this Agreement relating to the carrying out of the Landlord's Works shall not come into effect until the Landlord has obtained the Planning Permission in accordance with the provisions of the First Schedule.
- 5.2 The Landlord shall use its reasonable endeavours to satisfy the Planning Condition in accordance with the provisions of the First Schedule as soon as reasonably possible after the date of this Agreement and in any event by the Planning Condition Longstop Date.

6 EXISTING PREMISES LICENCE

- 6.1 The Landlord shall, following the date hereof, provide to the Tenant (i) the original Existing Premises Licence, or a reason why this cannot be provided; & (ii) a duly signed and dated consent to Transfer

the Existing Premises Licence to the Tenant in the form attached at Annex 6 ("Consent to Transfer") in order that the Tenant may apply to the Licensing Authority for the transfer.

- 6.2 The Tenant shall not, without the prior written approval of the Landlord, apply for any variation of the Premises Licence which approval shall not be unreasonably withheld or delayed in respect of the Tenant's proposals to revise the layout of the Premises (including but not limited to the Mezzanine) as listed in the drawings register attached at Annex 7
- 6.3 The Tenant shall use reasonable endeavours to progress the Licensing Applications as soon as reasonably practicable following receipt of the signed and dated Consent to Transfer of the Existing Premises Licence from the Landlord.
- 6.4 Upon written request the Tenant shall keep the Landlord informed of the progress of the Licensing Applications and supply the Landlord with copies of all material correspondence and documentation relating to them.
- 6.5 Forthwith upon receipt (and no later than ten (10) Working Days thereafter) of any relevant decision notice relating to each of the Licensing Applications (including the result of any appeal relating thereto or the determination of any Licensing Proceedings) the Tenant shall:
- (a) forward a copy to the Landlord and the Landlord's solicitors; and
 - (b) confirm whether or not each of the Licensing Applications have been granted.

7 APPROVED PLANS AND VARIATIONS

- 7.1 The Landlord shall not make any material variation or addition to the Approved Plans without obtaining the prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed).
- 7.2 Notwithstanding clause 6.1, the Landlord shall be permitted to make any one or more of the following variations without the Tenant's approval:
- (a) if any of the materials required to comply with the Approved Plans shall not be procurable within a reasonable time or if, though procurable within a reasonable time, shall not be procurable at a reasonable cost then the Landlord may substitute comparable materials of the same or better quality that are so procurable;

- (b) the Landlord may make any variations or additions to the Approved Plans where either:
 - (a) they are necessitated in order to comply with any Statutory Requirements or in order to obtain or comply with any Required Consents; or
 - (b) the variations and additions do not substantially alter the design, layout, nature, capacity or standard of construction of the Premises as shown or described in the Approved Plans and do not adversely affect the use of the Premises by the Tenant for the purpose permitted in the Lease.

8 LANDLORD'S WORKS OBLIGATIONS

8.1 The Landlord shall procure the carrying out and completion of the Landlord's Works:

- (a) in a good and workmanlike manner and in accordance with good building practice;
- (b) using good quality materials which are reasonably suitable for their purpose;
- (c) in accordance with:
 - (a) the Approved Plans;
 - (b) all Required Consents;
 - (c) all Statutory Requirements;
 - (d) all relevant current British Standards and Codes of Practice unless otherwise agreed or otherwise stipulated in the Approved Plans;
- (d) with all due diligence, subject to Permitted Delays.

8.2 In respect of the Landlord's Works, the Landlord shall apply for and use reasonable endeavours to obtain all Required Consents as soon as reasonably practicable and shall give all notices required by any Statutory Requirements (or shall procure that the same is done by the Building Contractor).

8.3 The Landlord shall exercise reasonable skill and care to ensure that no substances or materials are used in the Landlord's Works which at the time of their specification are, in the context of their intended use (whether by themselves or in a particular situation or in combination with other

substances or materials), known to be deleterious or to pose a threat to health and safety or the durability of the Landlord's Works.

8.4 The Landlord shall be responsible for the removal and/or remediation of any contamination by any so called hazardous or toxic substances promptly upon the discovery thereof or request by the Tenant or any governmental authority and, in the case of asbestos only, it shall be sufficient for these purposes for the Landlord to make safe the asbestos and to provide the Tenant with a valid clearance certificate.

8.5 If during the carrying out of the Tenant's Fit-out Works asbestos or any other hazardous or toxic substance is found then:

(a) the Landlord will be permitted access to the Premises to assess the asbestos or other hazardous or toxic substance found and then undertake any remedial works at the Landlord's cost to deal with the asbestos or other hazardous or toxic substance in accordance with all Statutory Requirements and the Landlord will have due regard to any representations made by the Tenant as to how such remedial works should be implemented; and

(b) any delay to the Tenant's Fit-out Works caused by the discovery of the asbestos or other hazardous or toxic substance and subsequent remediation works by the Landlord will result in the Rent Commencement Date being extended by each additional day caused by the delay.

8.6 For the purposes of the CDM Regulations:

(a) to the extent that there may be more than one client in relation to the Landlord's Works under the CDM Regulations, the Landlord agrees that the Project Manager will be treated as the only client in relation to the Landlord's Works for the purposes of the CDM Regulations;

(b) the Landlord shall procure compliance by the Project Manager with all its obligations in relation to the Landlord's Works under the CDM Regulations;

(c) without prejudice to the generality of clause 7.6(b) the Landlord shall in relation to the Landlord's Works:

- (a) upon request supply to the Tenant all information as is reasonably required by the Tenant from time to time to enable the Tenant to comply with any obligations on the Tenant's part in relation to the Landlord's Works under the CDM Regulations;
- (b) make available the health and safety file for inspection by the Tenant upon reasonable request;
- (c) supply an electronic copy of the health and safety file to the Tenant as soon as reasonably practicable and in any event no later than the Practical Completion Date and in the meantime the Landlord shall make available to the Tenant such information as shall be appropriate to matters of health and safety on or before the Practical Completion Date;

8.7 The Landlord shall during the course of the Landlord's Works until the Practical Completion Date permit the Tenant the Tenant's Surveyor and all others properly acting on behalf of the Tenant to have access to view the Landlord's Works but strictly subject to the following conditions:

- (a) the Tenant shall make prior arrangement with the Landlord (both parties acting reasonably);
- (b) the Tenant and all persons accessing the Landlord's Works on behalf of the Tenant shall do so entirely at their own risk;
- (c) the Tenant shall procure that all persons accessing the Landlord's Works on behalf of the Tenant shall:
 - (a) report to the Building Contractor on arrival and comply with all health and safety, site and security requirements;
 - (b) neither make any representation to, nor purport to instruct, the Building Contractor on any matter relating to the Landlord's Works;
 - (c) not interfere with or hinder the Building Contractor in the carrying out of the Landlord's Works; and
 - (d) if so required by the Landlord, be accompanied by the Landlord or its representative.

8.8 Any representations which the Tenant or the Tenant's Surveyor desires to make concerning the Landlord's Works shall be made to the Landlord directly and not to the Building Contractor.

8.9 The Landlord shall deliver to the Tenant within three (3) months of the Practical Completion Date:

- (a) one set of as-built drawings for the Landlord's Works;
- (b) one set of maintenance and operation manuals in respect of the Landlord's Works;
- (c) one set of testing and commissioning certificates in respect of plant and machinery installed as part of the Landlord's Works;
- (d) one copy of any energy performance certificate relevant to the Premises

and the Landlord may (at its discretion) provide this material in a digital format.

9 WARRANTIES

9.1 The Landlord shall procure that on or before the Lease Completion Date the Building Contractor, the Employer's Agent, the Project Manager and each member of the Professional Team shall give warranties to the Tenant substantially in the form attached in Annex 3 with such amendments as may be required by the Landlord and approved by the Tenant (such approval not to be unreasonably withheld or delayed).

9.2 The Landlord shall ensure that the Building Contractor and each member of the Professional Team are given a notice identifying the Tenant as a party to benefit from the warranties if such notice is necessary to activate such rights.

10 TIMING

10.1 As soon as reasonably practicable the Landlord shall supply to the Tenant a programme for the Landlord's Works and shall throughout the course of the Landlord's Works advise the Tenant of any material changes to that programme which might result in the dates referred to in clause 9.2 not being achieved.

10.2 The Landlord shall use reasonable endeavours to procure that the Practical Completion Date occurs by the Target Practical Completion Date Provided That a failure to achieve the Practical Completion Date on the Target Practical Completion Date shall not constitute a breach of this Agreement that would entitle the Tenant to terminate this Agreement unless the Landlord had failed to comply with its reasonable endeavours obligation set out in this clause 9.2.

- 10.3 The Construction Long Stop Date shall be extended by any period as shall be certified by the Employer's Agent, acting reasonably and properly, as being due to any Permitted Delay.
- 10.4 If the Practical Completion Date has not occurred by the Construction Long Stop Date then for each month that the Practical Completion Date is delayed beyond the Construction Long Stop Date, the Rent Commencement Date will be extended by an additional two (2) months.
- 10.5 The Tenant agrees and accepts that, subject to the provisions of clause 9.6 below, the Tenant's only and exclusive remedy in respect of a delay to the Landlord's Works and/or a failure to achieve Practical Completion by the Construction Long Stop Date shall be an extension to the rent free period under the Lease in accordance with clause 9.4.
- 10.6 If the Practical Completion Date has not occurred by the Ultimate Long Stop Date then the Tenant or the Landlord (provided that the Landlord is not in breach of its obligations in this Agreement relating to the carrying out of the Landlord's Works and is not serving notice to terminate the Agreement in order to re-let the Premises or part thereof) may serve notice on the other to terminate this Agreement with immediate effect.

11 TENANT'S FIT-OUT WORKS

- 11.1 The Tenant shall submit to the Landlord no later than thirty (30) days from the date of this Agreement planning drawings in quadruplicate for the Tenant's Fit-out Works for the Landlord's approval (such approval not to be unreasonably withheld or delayed, and notification of whether approval is given to be provided to the Tenant within twenty (20) Working Days).
- 11.2 After the date of this Agreement the Landlord and the Tenant shall, each acting reasonably, agree a drawing register which will include proposed timings for the provision by the Tenant of the detailed drawings and specification for the Tenant's Fit-out Works for the Landlord's approval (such approval not to be unreasonably withheld or delayed, and notification of whether approval is given to be provided to the Tenant within twenty (20) Working Days of receipt of the relevant drawings/specifications).
- 11.3 Should the Tenant decide to include the Mezzanine in the Tenant's Drawings then the necessary plans and specifications relating to the Tenant's proposed works to the Mezzanine shall be provided to the Landlord for approval (not to be unreasonably withheld or delayed) as soon as reasonably practicable following the Tenant's decision.

- 11.4 As from the date that the Landlord notifies the Tenant that the detailed drawings and specifications are not only sufficiently detailed but approved, such detailed drawings and specifications (including the Mezzanine where appropriate) shall be deemed to form part of the Tenant's Drawings for the purposes of this Agreement and the Licence for Alterations.
- 11.5 The Tenant shall, following the Unconditional Date, or sooner by agreement between the parties:
- (a) obtain all Required Consents in respect of the Tenant's Fit-out Works and shall give all notices required by any Statutory Requirements and shall supply the Landlord with all copies of such Required Consents and notices;
 - (b) be bound by the same covenants contained in the Lease relating to planning permissions statutory approvals and alterations in so far as they relate to the Tenant's Fit-out Works provided that the Landlord in its capacity as landowner only does not require the Tenant's Fit-out Works to be BREEAM compliant.
- 11.6 Within one month of approval of the Tenant's Drawings the parties shall agree the Licence for Alterations (both parties acting reasonably) but which shall provide for the Tenant:
- (a) to commence the Tenant's Fit-out Works within three (3) weeks of the Lease Completion Date;
 - (b) to complete the Tenant's Fit-out Works in accordance with the Fit-out Guide; and
 - (c) at the Tenant's sole cost, to discharge any conditions of the Satisfactory Planning Permission relating to the CAT B fit out of the Premises prior to the Tenant's occupation.
- 11.7 The Tenant shall, from the Practical Completion Date, be permitted to place temporary advertising on any hoardings erected at the Premises or may place vinyls or manifestations on the glazing of the Premises advertising that the Tenant will shortly be trading from the Premises, subject to the Landlord's prior written approval (not to be unreasonably withheld or delayed) as to the type, style and method of fixing and subject to the Tenant obtaining at the Tenant's sole cost any planning, listed building or other statutory consents required in connection with the same and providing copies of such consents to the Landlord prior to undertaking any works to affix the same to the hoardings and/or glazing as applicable.

12 THE PRACTICAL COMPLETION CERTIFICATE

12.1 The Landlord shall give the Tenant not less than three (3) months' written notice of the anticipated Practical Completion Date

12.2 Without prejudice to clause 11.1, the Landlord shall procure that, before the issue of the Practical Completion Certificate, the Employer's Agent:

- (a) gives to the Tenant not less than five (5) Working Days' written notice of the anticipated date of certification and advises the Tenant of the time of the pre-certification inspection and invites the Tenant to attend that inspection;
- (b) permits the Tenant and/or the Tenant's Surveyor and/or such other authorised representatives of the Tenant to attend the pre-certification inspection and to make such representations concerning the proposed certification as they shall reasonably see fit;
- (c) takes proper account of any representations made by or on behalf of the Tenant during the inspection but not so as to fetter the professional discretion to be exercised by the Employer's Agent.

12.3 For the avoidance of doubt, the Employer's Agent shall not be prevented from issuing the Practical Completion Certificate as a result of either:

- (a) minor defects and omissions which, in accordance with the normal professional standards, ought not to preclude the issue of such certificate;
- (b) matters which need not be carried out until a later date in accordance with a timetable approved by a relevant statutory authority.

provided that the Practical Completion Certificate may not be issued until the Access Conditions have been satisfied or waived in writing by the Tenant.

12.4 On issue of the Practical Completion Certificate, the Landlord shall procure that the Employer's Agent supplies the Tenant with a copy of the certificate within five (5) Working Days of its issue.

13 TENANT'S OCCUPATION BEFORE COMPLETION OF THE LEASE

13.1 During the period from and including the Practical Completion Date until completion of the Lease the Tenant shall have licence to enter the Premises and to remain in the Premises subject to the provisions of this Agreement and subject in particular to the provisions of clause 13.2.

13.2 On and from the Practical Completion Date until completion of the Lease:

- (a) the Tenant's right to enter and remain in the Premises shall be strictly by way of licence;
- (b) the Tenant shall not have or be entitled to have any estate right or interest in the Premises;
- (c) the Tenant shall not open and trade from the Premises or use them for the purpose authorised by the Lease until either the Lease is completed or until the Tenant shall have delivered to the Landlord a properly executed counterpart Lease together with an irrevocable and unconditional authority to complete the same (whichever shall first occur);
- (d) the parties shall comply with the terms of the Lease as if it had been granted on the Practical Completion Date (to the extent consistent with the terms of this Agreement and the physical condition of the Premises);
- (e) in particular, the Tenant shall pay to the Landlord licence fees equal to the Initial Rent, the Service Charge and the Insurance Rent which would have been payable under the Lease had the Lease been completed on the Practical Completion Date and such licence fees shall be payable in the same manner and in respect of the same periods as the Initial Rent, the Service Charge and the Insurance Rent;
- (f) the Landlord shall be entitled to all remedies by the commercial rent arrears recovery procedure or by action or otherwise for recovering any money or for breach of any of the Tenant's obligations as if the Lease had been granted;
- (g) until the grant of the Lease, the Landlord and any persons properly authorised by the Landlord shall have rights of access to the Premises for the sole purpose of complying with any outstanding obligations under this Agreement subject to compliance with the following conditions:
 - (a) that the Landlord and any others so entering shall cause as little inconvenience as reasonably practicable to the Tenant and shall as soon as reasonably practicable

make good all damage caused to the Premises by such entry to the reasonable satisfaction of the Tenant; and

- (b) that the Landlord and any others so entering:
 - (A) give reasonable written notice to the Tenant (save in case of emergency);
 - (B) enter at reasonable and mutually convenient times;
 - (C) comply with any reasonable operational or security requirements of the Tenant (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available);
 - (D) ensure that, where entering to carry out works, such works cannot otherwise be undertaken economically without entry onto the Premises and to use reasonable endeavours to agree a timing, a method statement and programme of works relating to the execution of those works having regard to the Tenant's Fit-out Works; and
 - (E) remain upon the Premises for no longer than is reasonably necessary

13.3 Any licence fees payable by the Tenant under clause 13.2(e) shall be credited against the Tenant's liability to pay the Initial Rent, the Service Charge and Insurance Rent under the Lease once completed to the extent that such licence fees relate to the same periods for payment of the Initial Rent, the Service Charge and Insurance Rent.

14 INSURANCE

14.1 Until the Practical Completion Date, the Landlord shall either itself insure or shall procure that the Building Contractor shall insure in its or their full reinstatement cost against loss or damage caused by the Insured Risks:

- (a) the Landlord's Works; and
- (b) where the Landlord's Works are being carried out within an existing building or structure, the existing building or structure itself

and, in the event of damage or destruction being caused by the Insured Riaks to the Landlord's Works or any such existing building or structure, the Landlord shall cause the same to be reinstated with all due diligence.

- 14.2 From the Practical Completion Date, the Landlord shall insure the Premises in accordance with its covenant to insure contained in the Lease, as if the Lease had been completed.
- 14.3 No damage to or destruction of the Premises or any part of them occurring after the date of this Agreement shall in any way affect the obligations of the parties under this Agreement.
- 14.4 The Tenant's Fit-out Works remain entirely at the risk of the Tenant until they have been incorporated in the Premises and the Tenant has notified the Landlord of the completion of the Tenant's Fit-out Works and the revised valuation of the Premises.
- 14.5 If notified by the Landlord that such consent is required and following receipt of the relevant contact details from the Landlord, the Tenant shall, before commencing the Tenant's Fit-out Works, obtain the consent of the Landlord's insurers to the carrying out of the Tenant's Fit-out Works and shall pay and indemnify the Landlord against any increased premium payable by the Landlord solely as a result of the Tenant's Fit-out Works.
- 14.6 The Tenant shall itself maintain, and shall further ensure that all contractors and sub-contractors engaged in respect of the Tenant's Fit-out Works shall maintain, public liability insurance with reputable insurers and in sufficient amounts to cover the Tenant's and the contractors' and sub-contractors' respective potential liabilities arising in respect of the Tenant's Fit-out Works, whether under this Agreement or otherwise.

15 SNAGGING ITEMS AND DEFECTS LIABILITY PERIOD

- 15.1 The Landlord shall be responsible for ensuring that any defects, omissions or other matters listed in any snagging list attached to the Practical Completion Certificate are remedied and/or carried out and completed as soon as reasonably practicable.
- 15.2 The Landlord shall enforce the defects liability provisions in the Building Contract in so far as they relate to the Landlord's Works.
- 15.3 The Landlord shall procure that the Employer's Agent:

- (a) prepares a schedule listing any defects, shrinkages and other faults appearing in the Landlord's Works which are due to materials or workmanship not being in accordance with the Building Contract;
- (b) delivers a copy of such schedule to the Tenant in time for the Tenant to consider the same and inspect the Property in order to notify additions or amendments to the Employer's Agent, which additions or amendments the Employer's Agent shall properly consider and take into account (but not so that the Employer's Agent shall be bound to accept all or any of such representations and not so as to fetter the professional discretion to be exercised by the Employer's Agent); and
- (c) delivers the schedule to the Building Contractor within the time-scales set out in the Building Contract.

15.4 Provided that the Landlord has:

- (a) complied with its obligations under clause 15.3; and
- (b) provided the Tenant with warranties from the Building Contractor, the Employer's Agent, the Project Manager and the Professional Team,

the Tenant shall not be entitled to complain that any item omitted from the schedule referred to in clause 15.3 has not been dealt with under the defects liability provisions in the Building Contract.

15.5 The Tenant shall at all reasonable times and notwithstanding completion of the Lease permit the Landlord and the Building Contractor and all persons properly authorised by them to have reasonable access to the Premises at all reasonable times for the purpose of complying with their obligations under this clause 15, subject to compliance with the entry safeguards set out in clause 13.2(g).

15.6 Provided that the Landlord has provided the Tenant with warranties from the Building Contractor, the Employer's Agent, the Project Manager and the Professional Team, clauses 15.1, 15.2 and 15.3 constitute a complete statement of the Landlord's obligations in respect of defects in the Landlord's Works and the Tenant shall have no further or other rights against the Landlord in respect of defects in the Landlord's Works.

15.7 The Landlord's liability under clauses 14.1 and 15.2 shall cease after the expiry of the period of twelve (12) months after the Practical Completion Date save in respect of any specific claims made by the Tenant against the Landlord prior to the expiry of that period.

16 INITIAL RENT, SERVICE CHARGE AND INSURANCE RENT

16.1 The Initial Rent shall commence to be payable on the Rent Commencement Date and in accordance with the Lease.

16.2 The Service Charge and the Insurance Rent shall commence to be payable on the Term Start Date.

17 DATES IN LEASE

17.1 The term of the Lease shall commence on the Term Start Date.

17.2 The first rent review date under the Lease shall be the fifth anniversary of the Term Start Date.

18 TITLE

18.1 The Landlord has deduced title to the Premises consisting of the Title Documents and the Tenant shall raise no requisition, objection or enquiry in relation to the title or in relation to the Title Documents save for those arising from usual pre-completion searches carried out by the Tenant's solicitors.

18.2 The Lease is granted subject to all:

(a) matters referred to in the Title Documents;

(b) matters affecting the Premises or their use either registered or capable of registration as local land charges and all notices, charges, orders, resolutions, demands, proposals, requirements, restrictions, agreements, directions or other matters affecting the Premises or their use served or made by any local or other competent authority or otherwise arising under any statute or under any regulation or order made under any statute (whether in existence at the date of this agreement or arising at any later date); and

(c) rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises.

19 REPRESENTATIONS

- 19.1 The Tenant acknowledges that this Agreement constitutes the entire contract between the Landlord and the Tenant to the exclusion of any antecedent statement or representation whether oral, written or implied or whether contained in any advertisement, particulars or other matters issued, or in any correspondence entered into, by the Landlord or its employees or agents.
- 19.2 The Tenant acknowledges that the Tenant has not entered into this Agreement in reliance upon any such statement or representation other than those (if any) given in writing by the Landlord's solicitors in response to formal written enquiries submitted by the Tenant's solicitors to the Landlord's solicitors before the date of this Agreement.

20 COMPLETION OF THE LEASE

- 20.1 The Landlord shall procure that its solicitors prepare the engrossments of the Lease, the Rent Deposit Deed and the Licence for Alterations and counterparts and deliver the counterparts to the Tenant's solicitors as soon as reasonably practicable after the Practical Completion Date.
- 20.2 On or before the Lease Completion Date:
- (a) The Landlord shall arrange for the transfer of the Existing Premises Licence to the Tenant with effect from the Lease Completion Date;
 - (b) the Landlord shall execute and grant (or cause to be executed and granted) to the Tenant the Lease and the Licence for Alterations and the Tenant shall accept the Lease and the Licence for Alterations; and
 - (c) the Tenant shall execute and deliver to the Landlord a counterpart of the Lease and the Licence for Alterations; and
 - (d) the Landlord shall execute and deliver the Rent Deposit Deed to the Tenant and the Tenant shall execute and deliver to the Landlord a counterpart of the Rent Deposit Deed.
- 20.3 Completion of the Lease, the Licence for Alterations and the Rent Deposit Deed shall take place by telephone call between the Landlord's solicitor and the Tenant's solicitor, unless otherwise agreed

- 20.4 At any time on or after the Lease Completion Date either the Landlord or the Tenant being ready and willing to complete the Lease, the Rent Deposit Deed and the Licence for Alterations and perform its other obligations under this Agreement may (but without limiting or affecting any other available rights or remedies) by written notice to the other or to the other's solicitors require completion of the documents as referred to in clause 19.5.
- 20.5 Upon service of a notice under clause 19.4 it shall become and be a term of this Agreement (in respect of which time shall be of the essence) that the Lease, the Rent Deposit Deed and the Licence for Alterations shall be completed within ten (10) Working Days after service of such notice (exclusive of the day of service).
- 20.6 If the plan(s) annexed to the Lease identifying the Premises is insufficient for the purposes of registration of the Tenant's title to the Lease at the Land Registry the Landlord shall, as soon as reasonably practicable, substitute, at its own cost, in the engrossment of the Lease a new plan(s) showing the Premises which shall comply with the requirements of the Land Registry.
- 20.7 The Landlord will assist the Tenant with any requisitions from the Land Registry to enable the Tenant to be registered at the Land Registry with an absolute leasehold title to the Premises, including providing the Tenant with any consents or declarations from the Landlord's funders or mortgagees or any third parties required to enable the Tenant to register its lease with full title guarantee.

21 ALIENATION

- 21.1 The Tenant shall not assign, underlet, charge or otherwise share or part with or otherwise deal in any way with the Tenant's interest under this Agreement.
- 21.2 The Tenant (as named in this Agreement) shall itself take up the grant of the Lease and the Landlord shall not be obliged to grant the Lease to any other person.

22 VAT

- 22.1 All sums or other consideration required to be paid under this Agreement for a taxable supply of goods or services are exclusive of VAT, which shall be paid in addition by the recipient of the supply.
- 22.2 Any person making a taxable supply under the terms of this Agreement shall issue a valid VAT invoice to the recipient of that supply upon receipt of the consideration (including VAT) due.

22.3 To the extent that any payment made under this Agreement constitutes a reimbursement of any expense incurred and disbursed by the recipient of that payment it shall include an amount sufficient to compensate the recipient in respect of any VAT comprised in that expense which is not recoverable by the recipient (or by the representative member of the value added tax group of which the recipient is a member) as input tax.

22.4 The Landlord has made a valid and effective option to tax the Premises pursuant to paragraph 2 or 21 of Schedule 10 of VATA.

23 TERMINATION ON LANDLORD'S OR TENANT'S DEFAULT

23.1 For the purposes of this clause 23 an event of default occurs if:

(a) at any time before completion of the Lease there occurs in relation to the Landlord or the Tenant any of the insolvency events referred to in the Lease; or

(b) at any time there is any material non-compliance by the Landlord or the Tenant with any of its respective obligations under this Agreement and such default is either not capable of being remedied or shall continue for or shall not be remedied within fifteen (15) Working Days (time being of the essence) after service by one party on the other of a notice specifying the default and invoking the provisions of this clause 23.1(b).

23.2 On or after the occurrence of an event of default the Landlord or the Tenant may (in addition to and without affecting any other rights and remedies it may have) determine this Agreement by way of rescission by giving a written notice to the Landlord or Tenant (as the case may be) to that effect.

23.3 On any determination under clause 23.2:

(a) the Tenant shall vacate the Premises and may (and in the event of determination as a result of the Tenant's default shall) remove from the Premises all chattels and other things belonging to the Tenant and (if any) all building and other materials and equipment on the Premises in connection with the Tenant's Fit-out Works making good to the reasonable satisfaction of the Landlord any damage caused by such removal;

(b) the Landlord shall, in the event of determination as a result of the Tenant's default, be entitled after failure by the Tenant to comply with clause 23.3 within a reasonable period of time to take and retain possession of all (if any) completed or partially completed Tenant's Fit-out Works on the Premises which shall be forfeited and become the property

of the Landlord and the Landlord shall not be liable to make to the Tenant any compensation or allowance in respect of them;

- (c) on any determination as a result of the Landlord's default, the Deposit shall be returnable in full to the Tenant with all accrued interest thereon;
- (d) the Tenant shall apply to the Land Registry for the cancellation of any notice, caution or land charge registered at the Land Registry in respect of this Agreement;
- (e) the rights of either party against the other(s) under this Agreement in respect of any prior breach shall not be affected.

24 DISPUTES

24.1 In any case where there is a dispute in respect of this Agreement (other than any relating to either (i) a matter of legal construction or interpretation and/or (ii) the issue of the Practical Completion Certificate in accordance with the provisions of this Agreement) the parties shall use reasonable endeavours to settle the matter between themselves, but in the absence of any such settlement such dispute will be settled at any time by an expert (the "Expert") who will be a person with appropriate expertise and standing in the subject matter of the dispute and agreed between the Landlord and the Tenant (as appropriate) and in the absence of agreement will be appointed on the application of either of them by the President for the time being of the Royal Institution of Chartered Surveyors or the President for the time being of the Law Society or the President of such other professional body as is deemed appropriate having regard to the nature of the dispute by the parties to this Agreement.

24.2 Whenever an Expert is appointed then:

- (a) he shall be required to permit the Landlord and the Tenant no more than ten (10) Working Days to make written representations to him;
- (b) he shall forthwith disclose to the other party the written representations he has received and shall permit them no more than fifteen (15) Working Days to make written submissions to him on the written representations;
- (c) he shall be required to issue his determination within a period of fifteen (15) Working Days after the receipt of the written representations or submissions or if there are none after the

expiry of the time allowed for them to be made or as soon as may reasonably be practicable afterwards;

- (d) in making his determination he shall be required to have regard to such representations and submissions as have been made to him by the Landlord and the Tenant;
- (e) his costs and expenses shall be paid to him as he may direct after written representations made to him to that end by any party (and if no direction is made, equally between the parties to the dispute);
- (f) if he dies or becomes unwilling or unable to act, then a new Expert may be appointed at the request of either party; and
- (g) he may in his determination make an award of compensation for loss suffered by a party caused by a breach of obligation the subject matter of which arises from the issues submitted to him for determination.

24.3 The determination of the Expert shall be conclusive between and binding on the Landlord and the Tenant save in the case of manifest error in which case the parties to this Agreement shall submit to the jurisdiction of the English Courts.

25 NOTICES

25.1 Except where this Agreement specifically states that a notice need not be in writing, any notice given pursuant to this Agreement shall be in writing.

25.2 A written notice shall be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post; or
- (c) sent by pre-paid special delivery post; or
- (d) sent by any other method of mail or posting in respect of which the recipient is required to provide a written or electronic or other form of recordable receipt.

- 25.3 A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 25.4 A notice given or delivered under this Agreement is not validly given or delivered if it is sent by facsimile transmission or by e-mail.
- 25.5 S196 Law of Property Act 1925 shall otherwise apply to notices given under this Agreement.

26 VARIATIONS TO THIS AGREEMENT

- 26.1 This Agreement constitutes the entire contract between the parties and there are no other arrangements between the parties relating to the subject matter of this Agreement.
- 26.2 Save as provided in clause 26.3 any variations to this Agreement shall be set out in a formal written agreement and signed by the parties agreeing such variations.
- 26.3 Any additional conditions or variations to this Agreement which are agreed in correspondence between the parties to this Agreement (or their respective solicitors with their authority) must make express reference to this clause (unless a provision in this Agreement allows for such additional conditions or variations to be agreed between the parties in which case reference need only be made to the appropriate provision in this Agreement) in order to be binding and valid on the parties.

27 NON-MERGER

Without prejudice to clause 14.7, in so far as any obligations under this Agreement are outstanding or remain to be performed after completion of the Lease they shall remain to be performed and observed notwithstanding the grant of the Lease.

28 EFFECT ON SUCCESSORS IN TITLE

- 28.1 The obligations of the Landlord to undertake the Landlord's Works (other than the obligation to insure the Landlord's Works under clause 14) are personal to the London Borough of Camden and shall not bind the Landlord's successors in title.
- 28.2 Obligations and covenants on the part of the Tenant shall be enforceable by the Landlord and the Landlord's successors in title.

29 LANDLORD AS LOCAL AUTHORITY

- 29.1 The Landlord has entered into this Agreement in its capacity as freehold owner of the Premises only and nothing in this Agreement shall prejudice reduce or affect any of the statutory powers, obligations and duties, for the time being, vested in the Landlord and all such rights, powers, obligations and duties shall, in regard to the Premises and any works to the Premises shall be enforceable and exercisable by the Landlord as fully and freely as if the Landlord were not the owner of or otherwise interested in the Premises and as if this Agreement had not been executed.
- 29.2 No approval, consent, direction or authority given or granted by the Landlord as a party to and in pursuance of the provisions of this Agreement shall be or be deemed to be given or granted by it in any other capacity (including as local or other statutory authority) and vice versa.

30 CONFIDENTIALITY AND FOIA

- 30.1 No party to this Agreement is without the prior written consent of the other (not to be unreasonably withheld or delayed) knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Agreement save only:
- (a) to the extent necessary in order to comply with the requirements of the London Stock Exchange and disclosure shall then only be made by the discloser after it has taken all such steps as may be reasonable in the circumstances to agree the contents of such announcement with the other party in writing before making such announcement (such agreement not to be unreasonably withheld or delayed);
 - (b) insofar as is reasonably necessary to such of the discloser's professional advisers or auditors as are under a professional duty of confidentiality (from which the discloser shall not release such adviser or auditor) in relation to information about clients' affairs;
 - (c) to HM Revenue & Customs or the rating authority;
 - (d) to the extent necessary to comply with statutory obligations;
 - (e) to the extent necessary for audit purposes;
 - (f) to the extent necessary to obtain professional advice in relation to the determination of any dispute under clause 23 and to the Expert subject to the professional concerned

undertaking to keep the same confidential on the same terms mutatis mutandis of this clause 29;

- (g) to the extent ordered to do so by a court or any other competent body;
- (h) to the extent agreed in any press release approved by the other party (such approval not to be unreasonably withheld or delayed)

30.2 Clause 29.1 shall not apply to information that has demonstrably already come into the public domain.

30.3 The Tenant acknowledges that the Landlord is subject to the FOI Legislation and agrees to assist and co-operate with the Landlord (at the Landlord's request) to enable the Landlord to comply with its obligations under the FOI Legislation.

30.4 The Tenant is to procure that its professional advisers and agents are fully instructed and required to comply with this clause 29.

31 LEGAL COSTS

Each party shall bear its own legal and other costs in relation to this Agreement, the grant of the Lease, the Rent Deposit Deed and the Licence for Alterations.

32 THIRD PARTY RIGHTS

32.1 Unless the right of enforcement is expressly provided (and for the avoidance of doubt without prejudice to clause 14.5), it is not intended that a third party should have the right to enforce a provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

32.2 The parties may rescind or vary this Agreement without the consent of any third party to whom a right of enforcement has been expressly provided.

33 INTEREST

Any sum due from one party to another party (both being parties to this Agreement) which is not paid when it is due (or within any period specifically allowed by this Agreement) shall bear interest at the Default Interest Rate (as defined in the Lease) in respect of the period when it became due to the date of payment (whether before or after judgment).

This Agreement has been executed as a deed by the parties as a deed but is not delivered until the date specified at the beginning of this Agreement.

FIRST SCHEDULE

Planning Condition

(Provisions for obtaining Planning Permission)

1 INTERPRETATION

In this Schedule, unless the context requires otherwise, the following definitions apply:

| | |
|---|--|
| Appeal | any one or more of the following: (a) an application to the Secretary of State under sections 78 and 79 of the Planning Act against a Planning Refusal; (b) a Call-In; |
| Call-In | the retrieval of a Planning Application for the Secretary of State's own determination under section 77 of the Planning Act; |
| Challenge Period | the period of six (6) weeks following the date of a Planning Decision; |
| Change of Use | means the change of the use of the Premises to a high class events space within Classes D2 and A3/A4 of the Schedule of the Town and Country Planning (Use Classes) Order 1987; |
| Onerous Condition | a condition imposed in a Planning Permission or imposed or to be imposed in a Planning Agreement which falls within any of the subparagraphs of paragraph 2; |
| Planning Act | the Town and Country Planning Act 1990; |
| Planning Agreement | any agreement required by a competent authority to be entered into as a precondition to the grant of Planning Permission (including a unilateral undertaking pursuant to section 106 of the Planning Act); |
| Planning Application | the application for the Change of Use planning permission for the Premises approved by the Landlord and Tenant and submitted by the Project Manager in accordance with this Schedule; |
| Planning Condition | the condition set out in paragraph 3; |
| Planning Condition Longstop Date | 28 January 2020; |
| Planning Decision | the written notice of the decision made by the local planning authority or by or on behalf of the Secretary of State in respect of a Planning Application or Appeal (as the case may be); |
| Planning Permission | a planning permission granted pursuant to a Planning Application; |
| Planning Refusal | any of the following: (a) a refusal by the local planning authority of a Planning Application; |

| | | | |
|---|--|-----|---|
| | | (b) | a refusal by or on behalf of the Secretary of State to grant planning permission following an Appeal or a Call-In; |
| | | (c) | a deemed refusal arising under section 78(2) of the Planning Act; or |
| | | (d) | the grant of a Planning Permission which is not a Satisfactory Planning Permission; |
| Proceedings | | (a) | an application for judicial review under Part 54 of the Civil Procedure Rules or any application pursuant to section 288 of the Planning Act including in each case any appeals to a higher court following a judgment of a lower court; or |
| | | (b) | any reconsideration by the local planning authority or the Secretary of State of an Appeal (as the case may be) following a previous Satisfactory Planning Permission or a Planning Refusal being quashed pursuant to an application within the meaning of paragraph (a) above and the matter being remitted to the local planning authority or the Secretary of State (as the case may be); or |
| | | (c) | an application (within the meaning of paragraph (a) above) arising from the grant of a Satisfactory Planning Permission or a Planning Refusal following a reconsideration of a Planning Application by the local planning authority or an Appeal to the Secretary of State pursuant to paragraph (b) above; |
| RICS | | | Royal Institution of Chartered Surveyors; |
| Satisfactory Planning Permission | | | a Planning Permission: |
| | | (a) | which does not contain an Onerous Condition; or |
| | | (b) | which contains an Onerous Condition but which the parties have elected to waive pursuant to paragraph 10.2. |
| Secretary of State | | | the Secretary of State for Communities and Local Government (or such successor secretary of state or minister of state who shall assume the same decision making powers from time to time). |

2 ONEROUS CONDITIONS

An Onerous Condition is one which contains an obligation or restriction of any one or more of the following kinds:

- 2.1.1 it requires the payment or expenditure of money or other consideration;
- 2.1.2 it limits the occupation or use of the whole or any material part of the Premises to any designated occupier or class of occupier (whether by imposing a geographical qualification upon proposed occupiers or otherwise);

- 2.1.3 it prevents development of the Premises without the agreement or co-operation of an independent third party which cannot be obtained on terms at a cost or within a time that in any such case is reasonable in the circumstances;
- 2.1.4 it has the effect of making the Planning Permission personal to the Landlord or the Tenant or to any specific person or class of persons or limiting occupation or use or use of all or any material part of the Premises to a designated occupier or class of occupier whether by reference to geographical criteria or otherwise;
- 2.1.5 it has the effect of granting a temporary Planning Permission;
- 2.1.6 it prevents the sale of alcohol between minimum trading hours of:
- Monday to Thursday 10.00 to 00.00
- Friday 10.00 to 02.00
- Saturday 10.00 to 02.00
- Sunday and Good Friday 12.00 to 00.00;
- 2.1.7 it prevents general trade from the Premises until after 08.00;
- 2.1.8 it prevents or restricts to a material extent the servicing of or deliveries to and from the Premises and/or does not offer the Tenant servicing hours which are typical for similar premises in the vicinity PROVIDED THAT for the purposes of this paragraph 2.1.8 the Tenant's minimum servicing requirements shall be the provision of servicing/delivery windows of at least 2 hours per day (but with the specific timings to be agreed in advance with the Landlord);
- 2.1.9 it prevents the Tenant from fully utilising the entrances on Bidborough Street and Euston Road throughout the minimum trading hours set out in paragraph 2.1.6 above (subject to any provisos or conditions for such use agreed between the parties in the Lease);
- 2.1.10 is otherwise in the reasonable opinion of the Tenant materially detrimental to the use, operation or economic viability of the trade to be carried out from the Premises for the Permitted Use (as defined in the Lease).

3 THE PLANNING CONDITION

- 3.1 Subject to paragraph 3.2 the Planning Condition is the grant of a Satisfactory Planning Permission.
- 3.2 Following the grant of a Satisfactory Planning Permission the Planning Condition will not be treated as satisfied until:
- 3.2.1 the Challenge Period shall have expired without any Proceedings having been commenced; or
- 3.2.2 in any such case where Proceedings are commenced within the Challenge Period such Proceedings shall have been finally disposed of leaving in place a Satisfactory Planning Permission.

4 APPLICATION FOR PLANNING PERMISSION

The Landlord will use reasonable endeavours to obtain a Satisfactory Planning Permission as soon as reasonably practicable.

5 THE LANDLORD TO KEEP THE TENANT INFORMED

In conducting discussions or negotiations with the local planning authority the Landlord shall keep the Tenant reasonably informed of all applications, the progress of applications, correspondence, meetings, negotiations, proposals and proceedings relating to the Premises.

6 CO-OPERATION OF THE TENANT

6.1 The Tenant shall co-operate with the Landlord and use reasonable endeavours to assist the Landlord to satisfy the Planning Condition but in so doing the Tenant shall not act independently of the Landlord.

6.2 The Tenant shall keep the Landlord fully informed of all action it may take in accordance with paragraph 6.1 of this Schedule.

6.3 Without prejudice to the generality of paragraph 6.1 the Tenant shall, if it is necessary to do so to procure the grant of a Satisfactory Planning Permission, at the request and cost of the Landlord enter into a Planning Agreement in such form as may be reasonable in the circumstances, but if so then:

6.3.1 such Planning Agreement must stipulate that the obligations shall only become operative if the development to which they relate is begun by a material operation as defined in the Planning Agreement or, if there is no definition in the Planning Agreement, in the Planning Act;

6.3.2 such Planning Agreement shall not be such as to impose liability on the Landlord or the Tenant after the Landlord or the Tenant has disposed of all of its estate or interest in the Premises;

6.3.3 to the extent that any Planning Agreement imposes liability on the Landlord in respect of the Premises or the use of the Premises by the Tenant, the Tenant shall in the Lease of the Premises, indemnify the Landlord against all liability arising from any breach of that Planning Agreement caused by the Tenant; and

6.3.4 such Planning Agreement must not contain an Onerous Condition.

7 APPEAL AGAINST PLANNING REFUSAL

The Landlord may but will not be obliged to make an Appeal against a Planning Refusal but if the Landlord does make an Appeal it shall do so at its own expense

8 TERMINATION

8.1 If the Planning Condition cannot be satisfied by the Planning Condition Long Stop Date then either the Landlord or the Tenant may terminate this Agreement by serving notice on the other party and such termination shall have effect on the date on which the notice is served.

8.2 Upon such termination:

8.2.1 the Tenant shall at its own expense remove any notice restriction or Land Charge entry made against the Premises in respect of this Agreement; and

8.2.2 the Landlord will immediately return the Deposit to the Tenant with all accrued interest thereon.

- 8.3 The termination of this Agreement under paragraph 8.1 shall operate without prejudice to any rights which may have accrued to either party against the other as a result of any breach of any of the terms of this Agreement.

9 TIME LIMITS

If the Planning Condition shall not have been satisfied in accordance with paragraph 3.2 by the Planning Condition Long Stop Date then the Landlord will be treated as unable to satisfy the Planning Condition and this Agreement will be capable of termination under paragraph 8.1.

10 NOTIFICATION OF PLANNING DECISIONS

- 10.1 The Landlord shall within ten (10) Working Days of the receipt of a Planning Permission:

10.1.1 send a copy of the Planning Permission to the Tenant; and

10.1.2 give notice in writing to the Tenant as to whether the Planning Permission is a Satisfactory Planning Permission or whether in the Landlord's opinion it is subject to an Onerous Condition and give the reason why the Landlord considers that it constitutes an Onerous Condition.

- 10.2 Within ten (10) Working Days of receipt of a Planning Permission from the Landlord the Tenant shall serve on the Landlord either:

10.2.1 a notice confirming that they agree with the Landlord that:

(a) the Planning Permission is a Satisfactory Planning Permission (a "**Confirmation Notice**"); or

(b) the Planning Permission contains an Onerous Condition; or

10.2.2 if the Tenant acting reasonably and in good faith does not consider the Planning Permission is a Satisfactory Planning Permission, a written Counter-notice setting out the reasons why (a "**Counter-notice**)

- 10.3 If the Tenant has not served either a Confirmation Notice or a Counter-notice within ten (10) Working Days of receipt of a notice from the Landlord under paragraph 10.2.1 above it shall be deemed to have accepted that:

10.3.1 Where the Landlord has notified the Tenant that the Planning Permission is a Satisfactory Planning Permission, that the said Planning Permission is a Satisfactory Planning Permission for the purposes of this Agreement; or

10.3.2 Where the Landlord has notified the Tenant that the Planning Permission contains an Onerous Condition, that the Planning Permission does not constitute a Satisfactory Planning Permission.

- 10.4 Neither the Landlord nor the Tenant can waive the Planning Condition but the parties can agree, in their respective absolute discretion, not to treat a Planning Permission as a Planning Refusal because of the presence of an Onerous Condition whereupon a Planning Refusal will be converted into and treated as the grant of a Satisfactory Planning Permission.

- 10.5 The Landlord shall notify the Tenant in writing of a Planning Refusal within four (4) weeks after the date of the Planning Refusal and shall at the same time notify the Tenant in writing whether it intends to make an Appeal.
- 10.6 If there is any dispute as to whether a Planning Permission is a Satisfactory Planning Permission for the purposes of this Agreement it shall be determined in accordance with the dispute resolution provisions in clause 22 of this Agreement.

The Common Seal of The Mayor and
Burgesses of the London Borough of
Camden was hereunto affixed by Order

.....
Duly Authorised Officer

Executed as a deed by Eventhia Limited,
acting by a director in the presence of:


Director



Signature of witness

D Hall
.....

Name (in BLOCK CAPITALS)

DANIELLE HALL
.....

Address

IT LLP
.....
20 GRESHAM STREET
.....
LONDON EC2V 7JE
.....