

DATED 24th March 1993

THE SECRETARY OF STATE FOR HEALTH

- and -

YARDSTICK LIMITED

- and -

THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

Relating to land known as 172, 174, 176 Shaftesbury Avenue
(incorporating 8, 10, 12 Monmouth Street) and 6 Monmouth Street,
London WC2

Ref: LEGAL/PLANNING/DLH

THIS AGREEMENT is made the 24th day of March one thousand nine hundred and ninety-three B E T W E E N : THE SECRETARY OF STATE FOR HEALTH acting by NORTH EAST THAMES REGIONAL HEALTH AUTHORITY of 40 Eastbourne Terrace London W2 3QR (hereinafter called "the Owner") of the first part and Yardstick Limited of Reg No 191251 of Russell Court St Stephens Green Dublin 2 Ireland (Eire) (hereinafter called "the Purchaser") of the second part and the MAYOR & BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the third part

WHEREAS

- (1) The Owner is registered at HM Land Registry with title absolute under Title Number NGL 317010 of land situate at 172, 174 & 176 Shaftesbury Avenue (incorporating 8, 10, 12 Monmouth Street) and 6 Monmouth Street, London WC2 (hereinafter called "the Property") the boundaries whereof are delineated for the purpose of identification only on plan 1 annexed hereto and thereon edged red
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act")
- (3) An application was submitted by the Owner to the Council on the 18th April 1991 and was given reference number PL/9100452/R1 (hereinafter called "the Application") for

planning permission for:-

The refurbishment and development to provide:

- (a) Class B1 Business Use as defined in the Town & Country Planning (Use Classes) Order 1987 on both Shaftesbury Avenue and Monmouth Street frontages with the main entrance from Shaftesbury Avenue, new service core and atrium in light well and mansard roof extensions
- (b) Four new flats in Monmouth Street with separate entrance and mansard roof extension
- (c) Five new retail shops and basement restaurant on the Monmouth Street frontages

as shown on drawing numbers SA/139/TP1-TP6, TP10, TP11, TP15, TP16A, TP20 and TP21, revised by letter dated 4th December 1991

(4) The Council consider it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement

(5) For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act

(6) The Purchaser proposes to purchase the freehold title to the property and is willing to enter into this agreement and be bound by its terms upon the completion of the transfer of the property or part of it to the Purchaser

(7) The Council has resolved to grant planning permission upon the Application subject to the conditions and reasons for conditions set out in the form of planning permission of even date herewith annexed hereto pursuant to the Application (hereinafter called "the Planning Permission") and subject to the covenants undertakings and restrictions herein contained

(8) Save for the provisions of Clause 5, 10 and 12 hereof which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the date (hereinafter called "the Implementation Date") of the implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 as substituted by the Planning and Compensation Act 1991 ("Section 106") and is a planning obligation for the purposes of Section 106 and shall be enforceable by the Council acting as the Local Planning Authority against the Owner (who is the freehold owner of the Property) and against any person deriving title to the Property from the Owner but the Owner and any person deriving title to the Property (or any part thereof) from the Owner shall not be bound by this Agreement:-

(a) in respect of any period during which he no longer has an interest in the Property

(b) (in respect of any part of the Property) in respect of any period during which he no longer has an interest in that part of the Property

2. Within this Agreement the following terms shall have the following meaning:

"the Development"

means the redevelopment of the Property as more particularly described in Recital (3)

"the Implementation Date"

means the date upon which the Development is implemented by carrying out of a material operation as defined in Section 56 of the Act

"the Head of Engineering Services"

means the Council Officer holding that position or the equivalent thereto from time to time

"Office Floor Space"

means those areas within the Development for which use within Class B1 as defined in the Town and Country Planning (Use Classes) Order 1987 is permitted by the Planning Permission

"Community Office floor space"

means that part of the Office Floor Space for the use of community and voluntary groups shown for the purposes of identification only hatched blue on plan 4 to be demised to the Council by the Lease or such other area on the ground floor of the Development comprising not less than 70 square metres Net Internal Area as defined by the Code of Measuring Practice as produced by the Royal

H. M. LAND REGIS

LONDON
GREATER LONDON

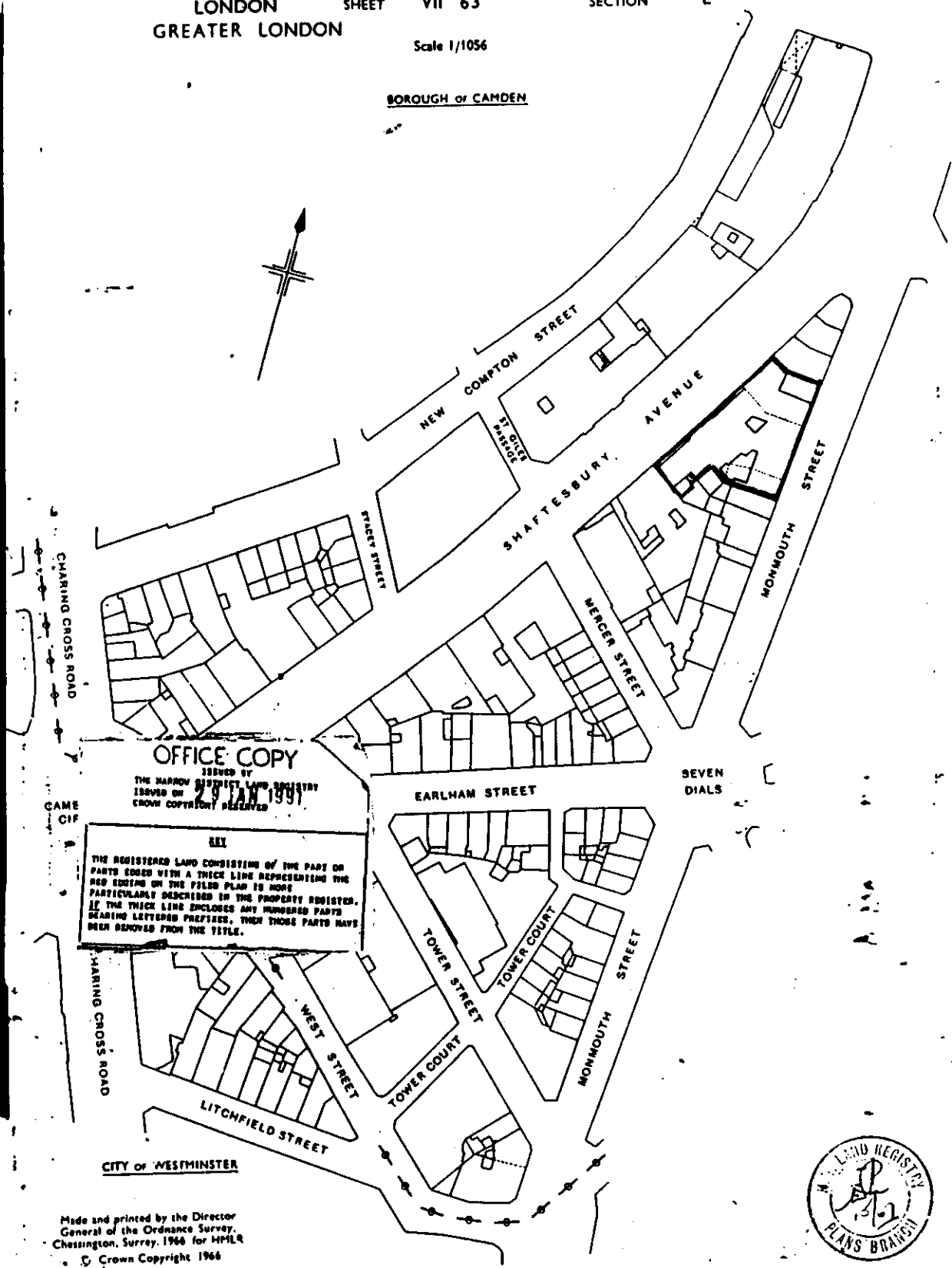
SHEET VII 63

SECTION E

ST. GILES HIGH STREET

Scale 1/1056

BOROUGH OF CAMDEN

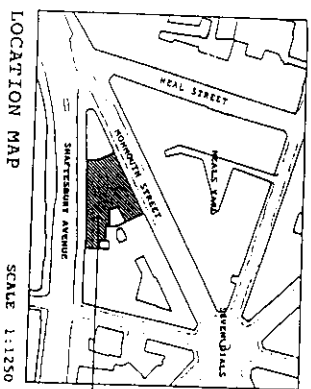


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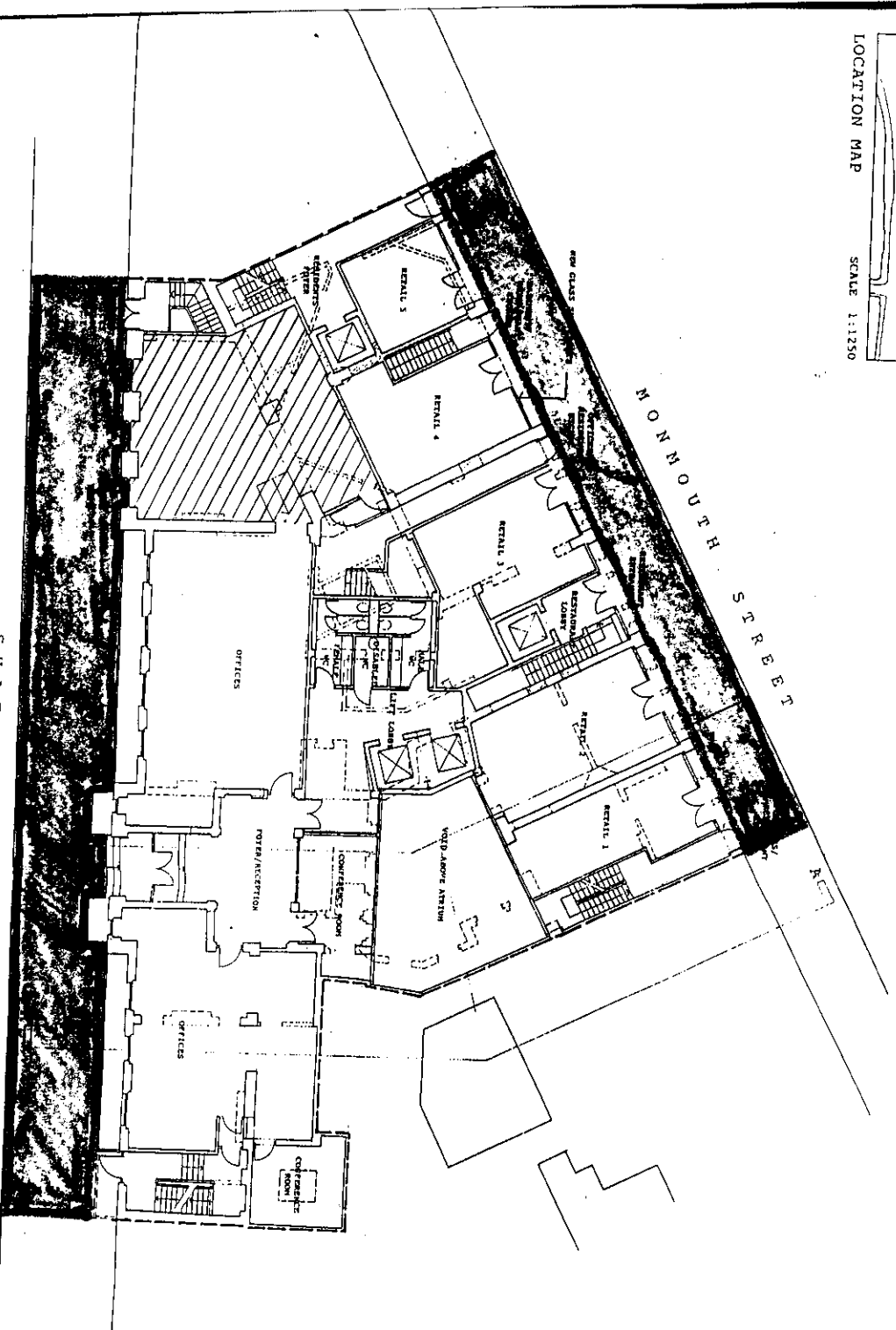


Filed Plan of Title No. **NGL 31701**

PLAN 1



172-176 SHAFTESBURY AVENUE



GROUND FLOOR PLAN

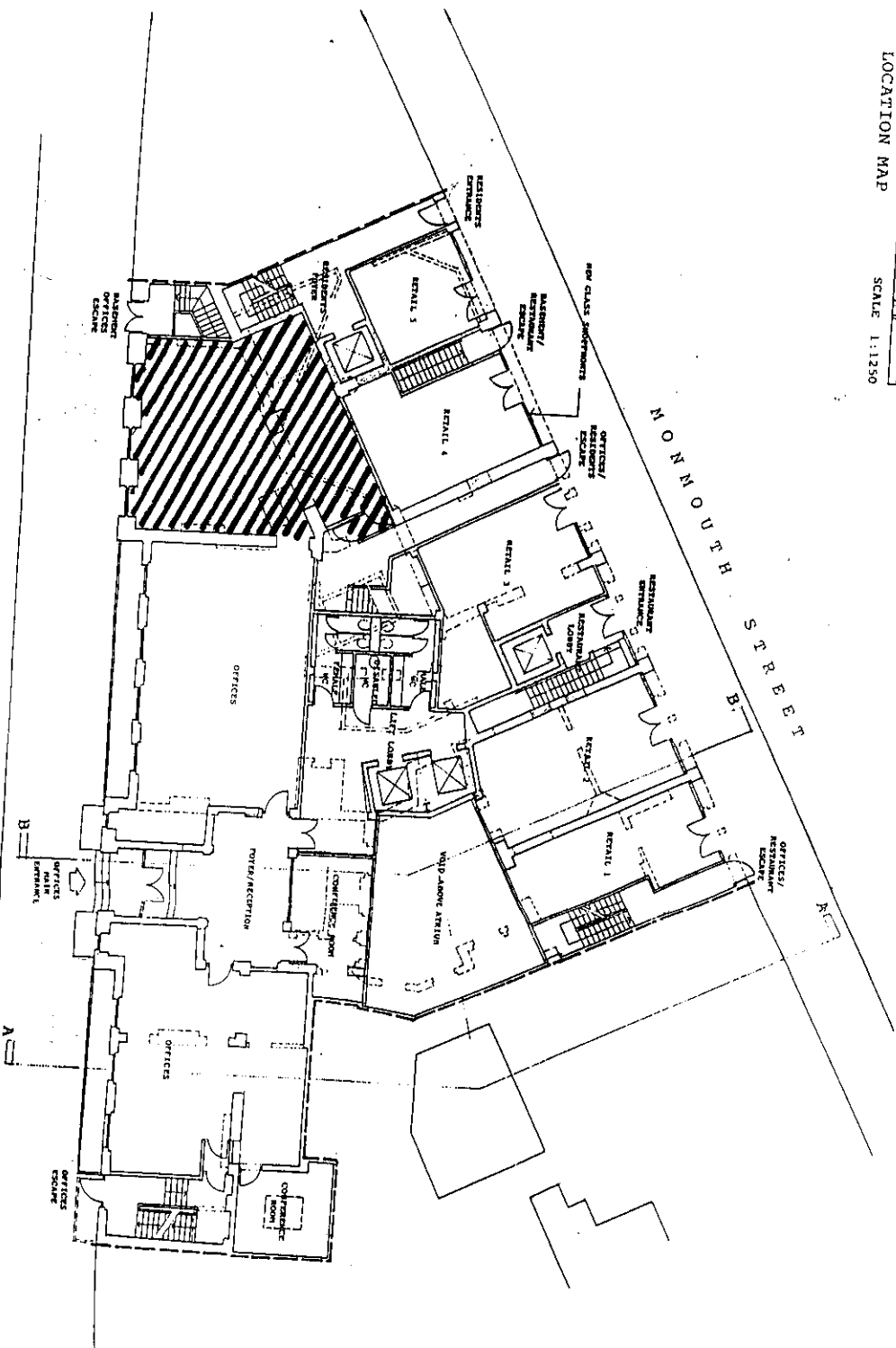
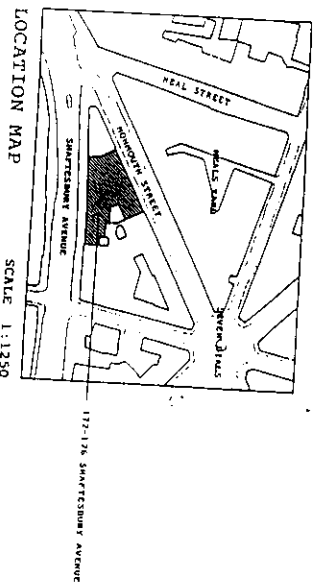
SHAFTESBURY AVENUE

PLAN 3

This drawing is the copyright of the Architects and may not be reproduced without consent.
The Contractor is responsible for checking all dimensions and levels shown on this drawing and for ensuring that all work is carried out in accordance with the requirements and in the interests of the best of Building.

KEY
EXISTING WALL: REMOVED
NEW WALL

<p>PAUL & CAROL ASSOCIATES ARCHITECTS & DESIGNERS 5 DORSET STREET COVENT GARDEN LONDON WC2E 8NW Telephone 01 479 8401 Fax 01 779 5400 Telex 255525</p>			
Project	PROPOSED RETAIL/RESTAURANT/LOBBY	Drawn by	UP
Ref	172-176 SHAFTESBURY AVENUE	Checked by	UP
Date	MARCH 91	Drawn by	UP



GROUND FLOOR PLAN

SHAFTESBURY AVENUE

PLAN

Notes:
This drawing is the property of the architect and is not to be reproduced without the written consent of the architect.
The Client agrees to indemnify and hold the architect harmless from all claims, damages, costs and expenses, including reasonable attorneys' fees, which may be incurred by the architect in connection with this project, and to the full extent permitted by law.

KEY
--- EXIST
--- NEW

<p>PAUL & CAROL ASSOCIATES ARCHITECTS 5 DORSET STREET, DORSET GARDEN, LONDON Telephone 01 823 8241 Fax 01 249 5000</p>	
job	PROPOSED REFRUITING
addr	172-176, SHAFTESBURY AVENUE
desc	GROUND FLOOR PLAN

Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers Third Edition January 1990 as may be approved by the Council (such approval not to be unreasonably withheld)

"Lease"

means a Lease of the Community Office floor space in the form of the draft contained in Schedule 3 hereto to be made between the Owner and the Council

"Practical Completion"

means the date on which the works to complete the Development or any part thereof have reached the stage of practical completion as certified by an architect appointed in connection with the Development

"Private Housing"

means the four new flats in Monmouth Street shown for the purpose of identification only coloured pink on Plans 2A, 2B, 2C, 2D and 2E

"Highway"

means public footway within Monmouth Street and Shaftesbury Avenue (shown for purposes of identification only on Plan 3 coloured blue) adjoining the Property

"the Option"

means the Option to require the grant of the Lease which is exercisable by the Council in the manner described in paragraph 2 of Schedule 2

"the Option Period"

means the period commencing on the Implementation Date and expiring on the date 4 months prior to the Specified Date of Practical Completion but not in any

event expiring later than 21 years from the date hereof which shall be the Perpetuity Period applicable hereto "the Option Notice"

means the notice served by the Council pursuant to paragraph 2 of Schedule 2 hereto

"Specified Date of Practical Completion"

means the date specified in such building contract as shall be entered into by the Owner for the construction of the Development

3. It is hereby agreed between the parties hereto that save for the provisions of clauses 5, 10 and 12 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner forthwith upon the Implementation Date
4. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement or arising from the existence of this Agreement
5. The Owner hereby covenants with the Council that it will within ten days from the date hereof lodge his Land or Charge Certificate in relation to the Property with H.M. Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will following completion of registration of this Agreement

as aforesaid furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property

6. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity

7. The expression "the Owner" and "the Council" shall include their respective successors in title and assigns

8. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: LEGAL/PL/DLH) London Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to the Owner to be addressed to its registered office or other official address for the time being

9. It is hereby agreed and declared by the Owner and the Council that the Schedules 1 and 2 hereto forms part of this Agreement and the Owner hereby agrees with the Council to observe and perform the provisions on its part to be observed and performed and the Council hereby agrees with the Owner to observe and perform the provisions on its part to be observed

and performed

10. This Agreement shall be registered as a Local Land Charge

11. In the event that the Planning Permission shall expire or be quashed or shall otherwise be determined or be withdrawn or without the consent of the Owner is modified by the Council or by any statutory procedure or otherwise this Agreement shall forthwith terminate and cease to have effect in which case the Council shall forthwith procure the cancellation of any local land charge and give all necessary assistance to the Owner so as to enable the Owner to procure the removal of any entry registered pursuant to clause 5 hereof

12. The Owner agrees to pay the Council its reasonable costs incurred in preparing this Agreement amounting to £1000.00 provided that in respect of the preparation negotiation and completion of the Lease the parties shall each bear their own respective costs

13. Where any dispute or difference shall arise in relation to this Agreement the same shall be referred at the request of either party to a fellow of the Royal Institution of Chartered Surveyors agreed upon by the parties or in default of agreement by a Chartered Surveyor nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and

such person shall act as an expert whose decision shall be final and binding on the parties hereto

14. The Purchaser and the Council hereby covenant declare agree and undertake with each other that:

i) The Purchaser shall serve notice upon the Council of the completion of transfer of the property or any part of the property within 10 days of that completion, together with a certified copy of the transfer

ii) From the date of this transfer the Purchaser shall be bound by this agreement as if all references herein to the Owner were references to the Purchaser and all Owners covenants and obligations shall be the Purchasers' covenants and obligations and enforceable against the Purchaser

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first above written

SCHEDULE 1

The Owner hereby covenants declares agrees and undertakes with the Council that

- (a) No Office Floor Space shall be occupied within the Development prior to Practical Completion of the Private Housing
- (b) The Owner shall following Practical Completion pay to the Council the reasonable costs and expenses incurred by the Council following Practical Completion of proper

reinstatement of any part of the Highway which has been damaged as a result of construction works carried out by the Owner but so that the Owner in paying for such reinstatement shall not be required to pay any costs or expenses of putting the Highway into any better state of repair and condition than that evidenced by any written and photographic schedule of condition produced by the Owner to the Council prior to the Implementation Date

SCHEDULE 2

The Owner and the Council hereby covenant declare agree and undertake with each other that:

1. The Council shall have the Option of requiring the Owner to grant the Lease to the Council
2. If the Council shall serve notice in writing on the Owner at any time during the Option Period the Owner shall grant and the Council shall accept the Lease
3. Within five working days of the same occurring the Owner shall serve notice on the Council stating the Implementation Date and shall within five working days of the date of entry into a building contract for the construction of the Development serve notice in writing on the Council specifying the Specified Date of Practical Completion
4. The Date for completion of the grant and acceptance of the Lease pursuant to the exercise of the Option shall be the tenth working day following the date of Practical Completion of the whole of the Development
5. The Community Office floor space shall be let subject to

and with the benefit of the matters contained or referred to in the Lease


6. The Agreement contained in this Schedule shall be personal to the Council and shall not be capable of assignment nor shall the Owner be required to let the property to anyone other than the Council
7. The National Conditions of Sale 20th Edition shall apply to the agreement contained in this Schedule

THE COMMON SEAL OF THE)
LONDON BOROUGH OF CAMDEN)
was hereunto affixed in)
the presence of:-)

Duly Authorised Officer

SIGNED AND DELIVERED AS A)
DEED BY YARDSTICK LIMITED)
acting by)

 Director


For and on behalf of
Hill Street Registrars Limited Secretary


authorised signatory

SEALED on behalf of THE)
SECRETARY OF STATE FOR)
HEALTH by NORTH EAST)
THAMES REGIONAL HEALTH)
AUTHORITY (duly)
authorised in that behalf)
by the entry in Schedule 1)
to the National Health)
Service Functions)
Directions to Authorities)
and Administration)
Arrangements) Regulations)
1989 (SI 1989/51 relating)
to Section 87 of the)
National Health Service)
Act 1977 and by Directions)
under Seal dated the 3rd)
day of July 1989 whose)
CORPORATE COMMON SEAL was)
hereunto affixed in the)
presence of)

DATED _____ 199

[_____]

- and -

[_____]

L E A S E

- relating to -

LEASE

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DATE

19

PARTIES

(1) [] [whose registered office is at] [of] []

(2) [] [whose registered office is at] [of]

1. INTERPRETATION

(1) In this Lease and the Schedules hereto unless there is something in the subject or context inconsistent therewith the following expressions shall have the meanings ascribed to them:-

"Landlord" means [] or other the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by this Lease

"Tenant" means [] and its successors in title

"Adjoining Property" means all neighbouring or adjoining land or premises belonging to the Landlord (in fee simple or for a term of years) now or at any time hereafter (including but not limited to the Building)

"Building" means the land and building known as [] of which the Demised Premises (hereinafter defined) form part shown for the purpose of identification only edged blue on the Plan

"Conduits" means all pipes sewers drains cisterns ducts gutters watercourses water tanks wires cables channels flues and all other conducting media (other than those belonging to the relevant supply authorities) and any other ancillary apparatus

"Demised Premises" means the premises demised by this Lease described in the First Schedule

"External Common Areas" means all main or subsidiary entrances passages staircases gardens gates access yards roads footpaths courtyards car parking areas main roofs and other areas provided by the Landlord for the common use of the occupiers of the Building and not subject to the exclusive use of or to any lease or tenancy to an occupational tenant

"Full Reinstatement Cost" means the costs (to be conclusively determined from time to time by Landlord's Surveyor) together with sums equal to Value Added Tax thereon which would be likely to be incurred in rebuilding or reinstating the Building in accordance with the requirements of these presents

(including the costs of shoring up demolition site clearance any works that may be required by statute professional fees payable upon any applications for planning permission or other consents and other incidental expenses) at the time when such rebuilding or reinstatement is likely to take place having regard to all relevant factors including any increases in building costs expected or anticipated to take place at any time up to the date upon which the Building shall be fully rebuilt or reinstated

"Insured Risks" means fire storm tempest flood earthquake lightning explosion aircraft and things dropped therefrom impact riot and civil commotion [subsidence] malicious damage bursting and overflowing of waterpipes tank and other apparatus impact by road vehicles (other than those of the Tenant or other interested party) and such other risks as the Landlord may from time to time insure against

"Internal Common Areas" means all main or subsidiary entrances passages landings staircases passenger and goods lifts (if any) means of refuse disposal (if any) toilet and washing facilities and other areas provided by the Landlord for the common use of occupiers of and within the Building and not subject to the exclusive use of or to any lease or tenancy to an occupational tenant

"Landlord's Services" means services provided by the Landlord pursuant to the terms of this Lease and referred to in the Sixth Schedule

"Landlord's Expenses" means the expenses of providing the Landlord's Services

"Landlord's Surveyor" means such surveyor or firm of surveyors as the Landlord shall from time to time appoint to perform any functions of the Landlord's Surveyor under this Lease or in default of such appointment where the context so admits shall mean the Landlord where the Landlord carries out such functions

"Landlord's third party liability insurance" means insurance against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Demised Premises on such terms and in such amount as the Landlord shall from time to time determine as expedient or necessary

"Loss of Rent Insurance" means insurance against loss of rent first reserved by Clause 2 hereof for the time being payable for such period (being not less than three years) as the Landlord shall from time to time deem to be necessary for the purpose of rebuilding or reinstating the Demised Premises having regard to any increase as a result of such rent which may become due under this Lease upon a review of rent as herein provided for and in the event of such insurance being effected prior to the agreement or determination of the rent upon review the amount of such rent for the purpose of insurance shall

be estimated by the Landlord's Surveyor whose decision shall be final and binding on the parties

"Main Structure" means the principal internal structural members the exterior walls the foundations and roof of the Building together with the Conduits (other than any included in this demise or in the demise of any other part of the Building to an occupational tenant)

"Plan" means the plan or plans annexed to this Lease

"Planning Acts" means the planning Acts as defined in the Town and Country Planning Act 1990 and the Planning and Compensation Act 1991

"Planning Consents" means consents given under the Planning Acts

"Plant" means all plant and machinery serving the Building including (but without prejudice to the generality of the foregoing) all lifts and lift machinery all air conditioning heating and ventilation plant and machinery all sprinklers and associated conduits all electrical systems all fire detection and fire prevention systems and all central or monitoring systems and installations and together also with all plant and machinery which may from time to time be installed to replace any item of the foregoing

"Rate of Interest" means the Barclays Bank PLC Base Rate in force from time to time or if such rate shall cease to exist a rate reasonably substituted there-for or as similar thereto as possible

"the Service Charge" and "Interim Service Charge" means the charges to the Tenant (in respect of Landlord's Expenses) as set out in Part III of the Sixth Schedule

"term" means the term of years granted by clause 2 hereof or any statutory or other continuation or extension thereof and references to the rents hereby reserved and the covenants and conditions herein contained shall apply equally to the rents payable and the covenants and conditions to be observed and performed during the term or any such continuation or extension thereof and the expressions "the term hereby granted" and "the term hereby created" shall be construed accordingly

(2) Where the context so requires or admits the masculine includes the feminine and the singular includes the plural AND where two or more persons are included in the expression "the Tenant" [or the Surety] the covenants expressed to be made by the Tenant [or the Surety] shall be deemed to be made by such persons jointly and severally

(3) Where the context so admits and if appropriate the expression "the Landlord" and references in this Lease to insurance in the name of or to

include the Landlord shall be deemed to include any superior landlord and/or mortgagee AND in particular but without prejudice to the generality of the foregoing provisions requiring the consent of the Landlord shall be deemed to require also the consent of any superior landlord and/or mortgagee where necessary AND any indemnity to be given to the Landlord shall be deemed to include any superior landlord and/or mortgagee where necessary AND any liability of the Tenant to pay any fees or costs for any consents or licences requested by the Tenant shall include a liability to pay any fees or costs of any superior landlord and/or mortgagee upon the same terms and any right of entry onto the Demised Premises herein provided shall include a similar right for the Superior Landlord and those authorised by it

(4) Any reference herein to any statute or section of a statute shall be deemed to refer to any statutory amendment or modification or re-enactment thereof for the time being in force and any instruments orders rules and regulations issued under or by virtue thereof

(5) All references to Clauses and Schedules are to clauses of and schedules to this Lease

(6) The headings in this Lease are inserted for convenience only and shall be ignored in construing this Lease

2. DEMISE; REDDENDUM; HABENDUM

In consideration of the rents and covenants on the part of the Tenant hereinafter reserved and contained the Landlord **HEREBY DEMISES** to the Tenant **ALL THOSE** the Demised Premises **TOGETHER** with the easements rights and privileges specified in the Second Schedule **EXCEPT AND RESERVED** to the Landlord and all others entitled or who may become entitled and all others authorised by the Landlord the easements rights and privileges specified in the Third Schedule **TO HOLD** the same unto the Tenant for the term of **TEN YEARS** from the date hereof **SUBJECT** to the matters mentioned in the Fourth Schedule **YIELDING AND PAYING** therefor to the Landlord throughout the term:-

FIRST from the date hereof to the [one day prior to fifth anniversary] one peppercorn if demanded and from the [insert date being fifth anniversary] agreed or determined pursuant to the provisions of the Fifth Schedule) and so in proportion for any period less than a year such rent to be paid by equal quarterly payments in advance on the usual quarter days in every year without deduction (save as may be required by statute) and (if the Landlord shall so reasonably require) by standing order as the Landlord shall reasonably direct the first of such payments or a proportionate part thereof to be made on the execution

of this Lease for the period from the date hereof to the next succeeding quarter day

AND SECONDLY on demand by way of further or additional rent a sum equal to a reasonable proportion of the premium or premiums incurred by the Landlord (together with any increased or additional premium payable by reason of any act or omission of the Tenant or any of its servants agents or licensees or persons deriving title under the Tenant or by reason of the user of the Demised Premises) in

- (a) insuring and keeping insured the Building in the Full Reinstatement Cost thereof against the occurrence of any of the Insured Risks and all professional and other fees and charges in relation to the rebuilding or reinstatement thereof
- (b) insuring in respect of Loss of Rent Insurance
- (c) insuring in respect of Landlord's third party liability insurance
- (d) insuring in respect of breakdown and third party claims in respect of Plant
- (e) insuring against such other risks expenses and liabilities relating to the Building and/or the occupation thereof and in such sums as the Landlord may reasonably or properly require

AND together with the costs and expenses incurred from time to time by the Landlord in carrying out insurance valuations

AND THIRDLY by way of further rent the Interim Service Charge and the Service Charge relating to the Landlord's Expenses at the times and in the manner provided in Part III of the Sixth Schedule hereto

AND FOURTHLY if and so often as any rent reserved hereunder (whether formally demanded or not) or any other money due from the Tenant under the terms and provisions of this Lease shall be unpaid twenty-one days after becoming due and payable by way of further or additional rent interest on such unpaid rent and other moneys (but without prejudice to the Landlord's other remedies in respect thereof) from the due date until the date of actual receipt by the Landlord at the rate of five percentage points above the Rate of Interest

3. COVENANTS BY THE TENANT

The Tenant hereby covenants with the Landlord as follows:-

(1) To pay Rents

To pay the annual and other rents payments and charges and all increases therein at the times and in manner at and in which the same are reserved and made payable or fall to be paid without any deduction therefrom whether by way of set off or otherwise except such deductions as are authorised or required by statute

(2) To pay outgoings

(a) At all times during the term to pay discharge and indemnify the Landlord against all existing and future rates taxes charges duties burdens assessments outgoings and impositions whatsoever whether parliamentary parochial local or otherwise and whether of the nature of capital of revenue and whether or not of a wholly novel nature which are now or shall at any time hereafter during the said term be charged rated assessed imposed or payable on or in respect of the Demised Premises or any part thereof or on the owner or occupier in respect thereof save only such as the Landlord is bound by law to pay notwithstanding any contract to the contrary and in the absence of direct assessment on the Demised Premises to pay to the Landlord on demand a fair proportion being that attributable to the Demised Premises (such proportion to be determined by the Landlord's surveyor (acting reasonably) whose decision shall in the absence of manifest error be binding upon the Tenant) of all such rates taxes charges duties burdens assessments outgoings and impositions Provided that nothing herein contained shall impose upon the Tenant any obligation to pay any tax incurred by the Landlord in consequence of any dealing with its reversionary interest in the Demised Premises

(b) If the Demised Premises shall have been left unoccupied during the whole or part of the period of six months immediately preceding the expiration of the term and there is in force in respect of the Demised Premises any legislation making payable any general void or other rates for unoccupied premises for any period and the Landlord shall be assessed thereto in respect of any period after such expiration the Tenant shall on demand pay to the Landlord a sum equal to the general or other rates for which the Landlord could not have been assessed if the Demised Premises had not been left unoccupied as aforesaid

(3) To Repair

(a) Throughout the term to keep in good and substantial repair and condition the whole of the Demised Premises and every part thereof and the appurtenances of the same and from time to time replace all Landlord's fixtures fittings and appurtenances in or about the Demised Premises which become worn out or beyond repair at any time during or at the expiration or sooner determination of the term PROVIDED that the Tenant shall not be obliged to repair or reinstate the Demised Premises or replace fixtures fittings and appurtenances as aforesaid where the same have been destroyed or damaged by any of the Insured Risks save to the extent that the insurance

moneys in respect thereof are irrecoverable in whole or in part due to some act or default on the part of the Tenant or any of its servants agents or licensees or persons deriving title under the Tenant or by reason of the user of the Demised Premises

(b) As often as need or occasion shall require and in any event at least once in every month during the term to clean the windows in the Demised Premises (PROVIDED ALWAYS that in respect of any windows in the external walls of the Building this obligation shall only extend to the internal faces of such windows) and to keep the carpets and other floor coverings within the Demised Premises in good and substantial repair and to clean and repair the same as often as need or occasion shall require

(c) To keep the Demised Premises in a clean and tidy condition and clear of all rubbish

[(d) Forthwith to enter into and thereafter to maintain comprehensive maintenance contracts in forms approved by the Landlord for the maintenance and repair of all Plant within the Demised Premises and to produce on demand to the Landlord the receipt for the current years' premiums a copy of the relevant contract and of any reports made by the contractors and to comply with the recommendations of such contractors]

[(e)] To observe and perform any conditions or other requirements in respect of guarantees given by suppliers of Plant or any other fixtures fittings and materials within the Demised Premises or in respect of which the Tenant derives any benefit pursuant to the provisions hereof]

(4) To decorate

In a proper and workmanlike manner to prepare and paint with three coats of good quality paint or to treat with a suitable alternative preservative of equivalent efficacy previously approved in writing by the Landlord all the wood metal and other parts of the Demised Premises previously or usually so painted or treated and in like manner with good quality materials to grain varnish creosote stop whiten colour or otherwise treat all such parts as have been previously or are usually so dealt with and to repaper or reline the parts usually papered or lined with suitable good quality paper or fabric all such works to be carried out in every fifth year of the term and in the last three months of the term (howsoever determined) such decorations in the last three months of the term to be carried out in such colours patterns and materials as shall first be approved in writing by the Landlord

(5) To comply with Statutes and Notices

To observe and perform all requirements of all statutes building regulations and bye-laws already or hereafter to be passed and all rules regulations permissions or conditions thereunder and to do and execute or cause to be done and executed all such works and things as under or by virtue

of such statutes orders regulations bye-laws rules permissions or conditions now are or shall or may be directed or required to be done or executed upon or in respect of the Demised Premises or any part thereof or in respect of the user thereof whether by the owner landlord tenant or occupier thereof or in respect of any additions alterations or improvements thereto and (as well after the determination of the term whether by effluxion of time or otherwise as during its continuance) to indemnify and keep indemnified the Landlord against all costs claims demands expenses and liabilities in respect thereof and to produce to the Landlord forthwith on receipt thereof any notice order or proposal for a notice or order made given or issued to the Tenant under or by virtue of any such statute order regulation or bye-law affecting or relating to the Demised Premises and at the request of the Landlord and at the expense of the Tenant to make or join with the Landlord in making every such objection or representation against the same that the Landlord may reasonably and properly require

(6) To comply with Offices Shops and Railway Premises Act etc.

Without prejudice to any other provision hereof to comply with the requirements of the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 and the Health and Safety at Work etc Act 1974 whether imposed by those Acts upon the Landlord or on the Tenant AND at all times during the term to indemnify and keep indemnified the Landlord against the consequence of any breach or non-observance thereof AND without prejudice to the generality of the foregoing not to permit or suffer to be working in the Demised Premises at any one time such a number of persons that the requirements as to sanitary conveniences and washing facilities within the Demised Premises prescribed by the said Act or other Acts will not be complied with

(7) To yield up at end of the term

At the expiration or sooner determination of the term quietly to yield up the Demised Premises in such state and condition as shall in all respects be consistent with the full and due performance and observance by the Tenant of the covenants on its part herein contained together with all additions and improvements to the Demised Premises and all fixtures which during the term may be affixed or fastened to or upon the Demised Premises (tenant's or trade fixtures only excepted) and (if required by the Landlord) to remove every sign writing or notice of the name or business of the Tenant or other occupiers from the Demised Premises and to make good all damage caused by such removal or by the removal of tenant's fixtures and fittings furniture and effects Provided that if at the expiration or sooner determination of the term any tenant's fixtures and fittings shall not have been removed by the Tenant and the Landlord does not require them then the Landlord may within a reasonable period after such expiration or sooner determination at its option either direct the Tenant to remove them or itself remove them in either case at the expense of the Tenant

(8) To permit Landlord's entry

The Tenant will permit the Landlord and its officers surveyors and agents with or without workmen and others after reasonable notice in writing and during normal business hours (except in an emergency) to enter the Demised Premises or any part thereof to exercise any of the rights reserved by this Lease and also to view and examine the state of repair and condition of the same and to take schedules of the Landlord's fixtures and fittings and in respect of all defects decays and wants of reparation or amendment then and there found and for which the Tenant may be liable under this Lease to give or leave on the Demised Premises notice in writing to the Tenant and the Tenant will without delay after such notice commence and thereafter proceed diligently to repair make good and amend the same according to such notice and the covenants in that behalf hereinbefore contained

(9) Landlord's Access

(a) If the Tenant shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair or decoration or requirements of competent authorities in respect of the Demised Premises it shall be lawful for the Landlord and its officers surveyors and agents with or without workmen and others upon giving reasonable prior notice in writing to the Tenant except in emergency (but without prejudice to the proviso for re-entry hereinafter contained and to any other rights of the Landlord with regard thereto) to enter upon the Demised Premises and repair or redecorate the same at the expense of the Tenant in accordance with the covenants and provisions of this Lease and the reasonable costs and expenses of such notice and repair and redecoration (including all professional fees and costs and expenses reasonably incurred in connection therewith) shall be repaid by the Tenant to the Landlord on demand and if not so paid shall be recoverable by action or by distress as rent in arrear

(b) To permit the Landlord upon prior notice in writing (save that no such notice shall be required in the case of an emergency) and its agents and other persons authorised by them with all necessary workmen materials and appliances at all reasonable times (or at any time in case of emergency) to enter upon the Demised Premises (i) to execute repairs additions alterations or other works on any Adjoining Property (ii) in order to inspect Adjoining Property and (iii) for any other purpose reasonably required by the Landlord in connection with the Adjoining Property and for the purpose of executing the same to erect scaffolding or to place ladders upon the Demised Premises or any exterior part thereof the persons exercising such rights causing as little inconvenience and physical damage as reasonably practicable and all such damage thereby occasioned to the Demised Premises being made good without delay at the Landlord's cost as soon as reasonably practicable

(10) Alterations and additions

(a) Not to cut maim injure alter or add to the Building or the Demised Premises nor to change in any way the internal plan or the materials

or architectural decorations of the Building or the Demised Premises PROVIDED that the Tenant may (i) carry out internal non-structural alterations which do not cut into or damage the Main Structure any part thereof with the Landlord's consent which will not be unreasonably withheld or delayed and (ii) erect internal non-structural partitioning which does not (except for bolts or other fixings) cut into and which does not damage the Main Structure or any part thereof and which comply in all respects with the requirements of the relevant Local Authority and Fire Officer

(b) To demolish and remove any building addition or alteration built or carried out in breach of this sub-clause and to restore the Building and the Demised Premises to their previous condition to the reasonable satisfaction of the Landlord

(c) (i) Not to alter or permit or suffer to be altered any main electricity cable gas or water pipe or drain or heating or air conditioning vent or apparatus nor damage any structural wall of the Building or ceiling of the Demised Premises

(ii) Not to make connection with any electricity cable gas or water pipe drain or heating apparatus other than that which exclusively serve the Demised Premises and only in accordance with plans and specifications approved by the Landlord such approval not to be unreasonably withheld or delayed

(d) If notwithstanding the foregoing terms and provisions the Landlord shall at its sole discretion decide to permit the Tenant to make any addition or alteration to the Demised Premises thereby forbidden and the Tenant shall carry out such works and/or the Tenant shall carry out works of partitioning as permitted by sub-clause (a)(ii) of this sub-clause then at the expiration or sooner determination of the term the Tenant will if required by the Landlord at the Tenant's own cost reinstate and make good to the reasonable satisfaction of the Landlord the Demised Premises and restore the same as if such addition or alteration (or such part thereof as may be specified by the Landlord) had not been made and to pay the expenses reasonably incurred by the Landlord of and incidental to the superintendence of such reinstatement and making good

(e) To keep the Landlord fully indemnified from and against all liability in respect of any tax or imposition by reason of the carrying out on the Demised Premises of any works alterations or development and to keep the Landlord fully indemnified from and against all liability in respect of any additional tax or imposition which either during the term of this Lease or at any time after the determination thereof shall become payable by the Landlord in respect of the Demised Premises or any other property whatsoever (whether

as a result of the loss of exemption from tax or the loss of eligibility for reduced rates of tax or as a result of the grossing-up of tax or otherwise howsoever) which but for the carrying out of any works alterations or development on the Demised Premises as aforesaid would not have been payable by the Landlord

(11) Rebuilding and Reinstatement

As often as the Demised Premises or any part thereof shall be destroyed or damaged by an Insured Risk forthwith to take or to join with the Landlord in taking such steps as may be requisite and proper to obtain any necessary building licences and permits under any regulation or enactment for the time being in force and any other necessary steps to enable the rebuilding and reinstatement of the same

(12) User

(a) The Tenant will not use the Demised Premises nor permit or suffer the same to be used otherwise than as high class offices within Class B1 as defined in the Town and Country Planning (Use Classes) Order 1987 PROVIDED THAT the Tenant shall at all times comply with any then current Planning Consents

(b) Not to use or permit or suffer to be used the Demised Premises or any part thereof for any illegal or immoral purpose or for any dangerous noxious noisy or offensive trade or business or purpose whatsoever nor to permit or suffer any person to sleep therein NOR permit any musical instrument gramophone wireless tape recorder loudspeaker or similar apparatus to be played or used thereon so as to be audible from outside the Demised Premises

(c) The Tenant will not do or suffer or permit to be done upon the Demised Premises anything which may be or become a nuisance damage danger annoyance or inconvenience to the Landlord or other tenants of the Building or the owners or occupiers of any adjoining or neighbouring premises and will not permit or suffer any sale by auction or public meeting to be held upon the Demised Premises

(d) Not to overload bring leave or deposit upon any of the floors of the Demised Premises nor upon any other part or parts thereof nor to suspend from the ceilings or any other part of the Demised Premises any things whatsoever which may overload cause strain damage or interference with the floors joists main members or Main Structure nor to install or permit or to suffer to be installed any machinery on the Demised Premises which shall be unduly noisy or cause dangerous vibrations nor to use or permit or suffer to be used the Demised Premises or any part thereof in such a manner as to subject the same to any strain beyond that which it is designed to bear and from time to time during the term upon reasonable request from the Landlord to provide forthwith written evidence (from a structural engineer

qualified so as to advise and at its own cost) that no part of the Building is so over-loaded in such a manner as to subject that part of the Building to any strain beyond that which it is designed to bear

- (e) (i) Not to block or obstruct or cause to be blocked or obstructed the Conduits which belong to the Demised Premises or the Building or which are used either alone or in common with the Demised Premises and other premises nor to discharge or permit to be discharged into the Conduits any matter or substance different in kind or quality from those for which they were designed or which may prove harmful to the same or cause any obstruction or deposit therein nor any matter or fluid of a corrosive noxious or poisonous nature or of a kind which may destroy or injure the fish or contaminate or pollute the water in any stream or river
- (ii) In the event that any of the Conduits within the Demised Premises shall for any reason whatsoever at any time become blocked or obstructed forthwith at its own expense to clear such blockage or obstruction

(f) Not to use store or manufacture or permit to be used stored or manufactured any explosive highly inflammable or dangerous substance material or thing within the Demised Premises or on or about any part of the Demised Premises

(13) Professional fees and charges

To pay to the Landlord all reasonable and proper costs charges and expenses (including Solicitors' costs and Surveyors' and other professional costs) and fees (including Bailiffs' costs) incurred in connection with:-

- (a) the preparation and/or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture for any breach shall be avoided otherwise than by relief granted by the Court
- (b) the lawful enforcement of any of the covenants on the part of the Tenant and the conditions herein whether during or after the termination of the term
- (c) any consent or licence required from the Landlord as herein provided for which application is made whether the same is given or properly refused

- (d) the preparation and/or service of any schedule of dilapidations during or after the termination of the term and
- (e) the levy of a distress for the rents payable hereunder or any part thereof or as a result of the Bailiff being paid the said rents or any part thereof whether or not any distress in the event be levied

(14) Value Added Tax

All rents and other payments whatsoever due to the Landlord from the Tenant shall be exclusive of Value Added Tax and the Tenant shall in addition pay the full amount of any Value Added Tax or other similar tax chargeable in respect of such sum whether or not such tax is imposed as a result of an election by or with the consent of the Landlord AND the reference in this sub-clause to "Value Added Tax" includes every levy imposition rate or tax imposed on the supply of services articles or annual or periodical payments

(15) Not to imperil insurances etc

(a) In the event of the Demised Premises being destroyed or damaged to give notice thereof to the Landlord as soon as such destruction or damage shall come to the notice of the Tenant and further to give notice to the Landlord upon the happening of any event which might affect any insurance policy relating (inter alia) to the Demised Premises

(b) In the event of the Demised Premises or any Adjoining Property being destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against the same effected herein by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant its immediate or remote undertenants then in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional or other fees) of completely rebuilding and reinstating the same with interest at the rate of five percentage points above the Rate of Interest on all payments made by the Landlord in or in connection with such building or reinstatement from the time of the expenditure until repayment by the Tenant and any dispute arising out of this covenant as to the proportion to be so contributed by the Tenant or otherwise in respect thereof shall be determined pursuant to the provision for the resolution of disputes hereinafter contained

(c) Not to do or permit or suffer to be done anything (i) which may render any increased or extra premium payable for the insurance in respect of any part of the Demised Premises or the Building against loss or damage by the occurrence of any of the Insured Risks or in respect of any other risk expense or liability which the Landlord may have insured or (ii) which may make void or voidable any policy for such insurance And forthwith upon receiving written notice thereof to comply with all the lawful requirements of

the insurers under every such policy whether to desist from or to adopt any course of action resulting from a breach or in preventing a breach of this covenant and to repay to the Landlord all expenses (including increased premiums) incurred by it in or about any renewal of such policy rendered necessary by a breach of this covenant and in the event of the Demised Premises or the Building being damaged or destroyed as a result of any act omission neglect or default on the part of the Tenant or any person deriving title under the Tenant or the agents servants or licensees of the Tenant or such person which has the effect of rendering the insurance monies under the Landlord's policy of insurance either wholly or partially irrecoverable forthwith and in every such case to pay to the Landlord the sum so made irrecoverable

(d) Not to store or permit to be stored on the Demised Premises any petrol or other especially inflammable explosive or combustible substances or other matters

(e) If at any time the Tenant is entitled to the benefit of any insurance of the Demised Premises then to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received to the reasonable satisfaction of the Landlord

(f) To comply with the requirements and recommendations from time to time of insurers of the Building

[(g) To insure and at all times keep insured all the plate glass in the Demised Premises against breakdown and third party risks and such other risks as the Landlord shall reasonably require to the full value thereof and so often as any such plate glass shall be broken or damaged to reinstate the same with all practicable speed]

[(h) To effect all such insurances in an office previously approved by the Landlord in the joint names of the Tenant and the Landlord and of other parties notified to the Tenant and on demand to produce particulars of any such policy or policies to them and the receipt for every premium for the then current year payable in respect of such policy or policies PROVIDED ALWAYS that if and whenever default shall be made by the Tenant in complying with its covenants in this Clause the Landlord may effect and maintain such insurances as aforesaid and the Tenant shall repay all monies paid by the Landlord for that purpose on demand together with interest thereon from the date of such payment by the Landlord until the date of actual receipt of the same by the Landlord at the rate of five percentage points above the Rate of Interest]

[(i) If the monies payable under any policy of insurance effected by the Tenant hereunder shall be insufficient to meet any claims in respect of which insurance ought to have been effected by the Tenant then to expend out of its own monies such sums together with the monies paid by the insurance office as will be sufficient for the purpose]

(j) To pay on demand a sum not exceeding the excess on each and every claim made by the Landlord in respect of the Demised Premises against the insurers of the Building (or a proper proportion thereof to be conclusively determined by the Landlord's Surveyor in the event that the claim also relates to other premises of the Landlord)

(k) The Tenant hereby irrevocably authorises the insurers of the Building to pay any insurance monies in respect of the Demised Premises to the Landlord without the necessity of consent of the Tenant who shall issue such further separate authorities of this nature to the insurers whenever so requested by the Landlord

(16) Alienation

(a) Not to assign transfer mortgage charge underlet licence share or part with possession or occupation of the whole or any part or parts of the Demised Premises PROVIDED that the following transaction only shall not constitute a breach of this covenant:-

(i) subject to the provisions of (b) of this sub-clause (16) an underletting of the whole but not part or parts of the Demised Premises to a respectable and responsible underlessee being a registered charity or a non-profit making voluntary group approved by the Head of Voluntary Sector Unit of the London Borough of Camden of Bidborough House London NW1 only on terms and conditions as nearly as possible in all the circumstances similar to and no less onerous than those in this Lease (other than as to rent) and all deeds (including memoranda) supplemental hereto with provision for the review of rent upwards only on the same date as is prescribed herein for the review of the rent reserved hereunder (but not so as to preclude any additional intermediate review of rent in such underletting) with the previous consent by Deed of the Landlord such consent not to be unreasonably withheld or delayed

(b) (i) No underlease shall be granted for or in consideration of a payment or transfer of a fine or premium or other capital sum to or for the benefit directly or indirectly of the Tenant

- (ii) No underlease shall be granted at an annual rent less than the rent from time to time payable under this Lease
- (iii) The Tenant shall not (notwithstanding the generality of the foregoing) grant an underlease of the Demised Premises:-
 - (a) except on terms that such underlease shall be excluded from the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 and
 - (b) subject to sub-section (2) of section 37 of the Landlord and Tenant Act 1954 except on terms such that the under-tenant shall not be entitled on quitting the premises demised by such underlease to any compensation under Section 37 of the said Act or under any corresponding provision in any Act amending or re-enacting the same and the Tenant shall indemnify the Landlord against any liability which the Landlord may incur in respect of such compensation
- (iv) In relation to the Deed referred to in (a) of this sub-clause (16) on the underletting of the whole of the Demised Premises there shall be contained in that Deed (inter alia) a covenant by the underlessee with the Landlord to observe and perform the covenants on the part of the Tenant hereunder (other than in respect of rent) and conditions and provisions herein with further covenants by the underlessee with the Landlord not further to assign transfer mortgage charge underlet or part with or share the possession or occupation of the premises thereby demised or any part thereof and such Deed shall be prepared by the Landlord at the expense of the Tenant
- (v) On the grant of any underlease of the Demised Premises the Tenant shall obtain a covenant on the part of the underlessee that the underlessee will not assign transfer mortgage charge underlet licence share or part with possession or occupation of the premises thereby demised or any part thereof
- (c) From time to time on demand during the term to furnish the Landlord with full particulars of all derivative interests and occupational rights

of or in the Demised Premises or any part thereof howsoever remote or inferior including particulars of the rent or rents payable in respect of such derivative interests and such further particulars as the Landlord may reasonably require in respect thereof

(d) The Tenant shall not knowingly permit or suffer any breach by any underlessee of any of the provisions of such underlessee's underlease and at all time shall strictly enforce the same and operate and enforce any provisions therein for the review of rent provided that in relation to any permitted underlease the Tenant shall

(i) not agree the yearly rent payable by any undertenant whether initially or upon the rent review or renewal without the consent in writing of the Landlord

(ii) not agree upon the appointment of a person to act as a third party determining the rent in default of agreement without the approval of the Landlord

(iii) at the expense of the Tenant submit to any expert or arbitrator determining the same any representations that the Landlord shall require in such form as the Landlord shall require

(iv) to give notice to the Landlord of the details of the determinations of every rent review within seven days thereof

(e) The Tenant shall not at any time without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) reduce or permit to be reduced the rent payable by any underlessee in whom any derivative interest in the Demised Premises or any part thereof shall for the time being be vested nor waive forego or compound the same

(17) Registration of documents

To deliver or cause to be delivered to the Landlord or its agents for the time being a notice of every assignment underletting disposition or devolution of or charge on or transfer of the title of the Demised Premises or any part thereof whether by way of mortgage or otherwise and whether for the whole or any part of the said term or otherwise within one month after the execution or signature of any deed or document or after the date of any probate letters of administration or other instrument or any court order by which such assignment underletting disposition devolution charge or transfer may be effected or evidenced such notice to specify the name and address and description of the person or persons to whom or in whose favour the assignment underletting disposition devolution charge or transfer shall be made or take effect and also at the time of delivery of any such notice to produce the deed document instrument or order or a certified copy thereof by which such assignment underletting disposition devolution charge or transfer

shall purport to be effected or evidenced as aforesaid for the purpose of having a memorandum thereof entered in a register to be kept for that purpose and to pay to the Landlord or its agent their reasonable fees for the registration of each such deed document instrument or order or certified copy thereof

(18) Signboards, notice boards

Except in relation to notices required by law not to display or affix or permit or suffer to be displayed or affixed on the windows of the Demised Premises any placards bills notices or advertisements whatsoever nor to affix or permit or suffer to be affixed to any part of the exterior of the Building any window box or other structure as a receptacle for flowers or plants and not to place or affix or allow to be placed or affixed (other than by the Landlord and all persons authorised by it) any flagpole aerial signboard fascia placard bill notice or other notification whatsoever to or upon the Demised Premises or any Adjoining Property Save that the Tenant and any permitted underlessee may with the prior written consent of the Landlord as to the size location and type of any such sign affix a sign adjacent to the main entrance of the Demised Premises revealing the name and business of the Tenant carried out at the Demised Premises (such consent not to be unreasonably withheld or delayed)

(19) Planning Acts

Without prejudice to the generality of sub-clause 3(5) hereof and in relation to the Planning Acts

- (a) at all times during the term to comply with the Planning Acts and all licences consents permissions and conditions (if any) thereunder so far as the same respectively relate to or affect the Demised Premises or any part thereof or any operations works acts or things already carried out executed done or omitted by the Tenant or hereafter to be carried out executed done or omitted thereon or the use thereof for any purpose and at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any contravention of such provisions and requirements
- (b) during the term so often as occasion shall require without expense to the Landlord to obtain from the relevant planning authority or the Secretary of State for the Environment or other authorised person or body all such licences consents and permissions (if any) as may be required for the carrying out by the lawful occupier thereof from time to time of such person's operations on the Demised Premises or the institution or continuance thereon of such person's use thereof which may constitute development within the meaning of the Planning Acts

but so that the Tenant shall not make any application for such licence consent permission or determination without the previous written consent of the Landlord (such consent not to be unreasonably withheld)

- (c) on receipt by the Tenant of any notice order licence consent permission proposal or determination under the Planning Acts to deliver forthwith to the Landlord a copy thereof and (unless the Tenant shall lawfully decline to implement a permission subject to conditions which it reasonably considers onerous) without delay and at the Tenant's own expense to comply with such notice order licence consent permission proposal or determination and if so required by the Landlord to make or join in making at the expense of the Tenant such representation or appeal in respect of any such notice order licence consent permission proposal or determination as the Landlord may reasonably require
- (d) to pay and satisfy any charge that may hereafter be imposed under the Planning Acts by reason or in respect of the carrying out of any such operations or the institution or continuance of any such use as aforesaid
- (e) unless the Landlord shall otherwise direct to carry out before the expiration or sooner determination of the said term any works stipulated to be carried out to the Demised Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted during the term
- (f) the Tenant will not serve a purchase or similar notice under the Planning Acts or any other statute requiring any local or other competent authority to purchase the Tenant's interest hereunder
- (g) notwithstanding any consent which may be granted by the Landlord under this Lease the Tenant will not carry out or make any alteration or addition to the Demised Premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by or for which the Landlord's consent is required to be obtained under this Lease and for which a planning permission needs to be obtained) before any requisite planning permission therefor has been produced to the Landlord and acknowledged in writing as satisfactory to the Landlord (such acknowledgement not to be unreasonably withheld or delayed)

- (h) if and when called upon so to do to produce to the Landlord or the Landlord's surveyor at the Tenant's expense all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this covenant have been complied with in all respects
- (i) if the Tenant shall receive any compensation with respect to the interest of the Tenant hereunder by virtue of the Planning Acts then if and when the Tenant's interest hereunder shall be determined by surrender or under the power of re-entry herein contained the Tenant shall forthwith make such provision as is just and equitable for the Landlord to receive its due benefit from such compensation and in the event of there being some disagreement as to the amount of such provision the same shall be referred to determination pursuant to clause 5(3) hereof

(20) To pay cost of abating nuisances

To pay all reasonable and proper costs charges and expenses incurred by the Landlord in abating a nuisance on the Demised Premises and executing all works as may be necessary for abating a nuisance on the Demised Premises in obedience to a notice served by a local authority

(21) Landlord to enter to fix boards

- (a) To permit the Landlord or its agents to enter upon the Demised Premises upon 48 hours notice during normal working hours (i) at any time during the term to affix upon any suitable part thereof notice boards for selling or dealing with the Landlord's interest therein and (ii) at any time within six months next before the expiration of the term (howsoever determined) to affix upon any such suitable part of the Demised Premises notice boards for reletting the same
- (b) Not to remove or obscure such notice boards as are referred to in paragraph (a) of this sub-clause
- (c) To permit all persons having an authority from the Landlord or its agents on reasonable notice and during normal working hours to view the Demised Premises without interruption

(22) Encroachments, easements

Promptly to do all such acts matters or things as may be proper and necessary:-

- (a) to prevent any encroachment upon the Demised Premises or the acquisition of any right to light passage drainage or other easement or other right in over or under the Demised Premises

- (b) to prevent any easement or other right belonging to used with or enjoyed by the Demised Premises or any part thereof from being obstructed or lost

and forthwith to give notice to the Landlord of any threatened encroachment or attempt to acquire any such easement or other right or threatened obstruction or loss of any such easement or other right and at the Tenant's expense on the reasonable request of the Landlord to adopt such means as may be required or deemed proper for preventing any such right liberty encroachment or the acquisition of any such easement

(23) Covenants running with the land

- (a) The covenants herein contained are considered and intended to be not only personal covenants but also real covenants affecting and running with the Demised Premises and every part thereof for the benefit of Adjoining Property
- (b) To observe and perform the agreements covenants and stipulations contained or referred to in the documents brief particulars of which are set out in the Fourth Schedule insofar as the same are still subsisting and affect and are capable of being enforced against the Demised Premises or the owner Landlord Tenant or occupier thereof and to keep the Landlord indemnified against all actions proceedings costs claims demands expenses and liabilities in any way relating thereto

(24) To pay for services etc

To pay and discharge and indemnify the Landlord against all charges for gas electricity water telephone and all other services enjoyed used or consumed in the Demised Premises (including without prejudice to the generality of the foregoing hire and meter rents fuel adjustment costs surcharges licences and other necessary permitted or statutory increases or additions)

(25) Expense of party walls etc

Without prejudice to the provisions as to Service Charge to contribute and pay on demand of a rateable or due proportion of all costs and expenses (to be determined by the Landlord's Surveyor) expended by or charged to the Landlord in making repairing maintaining rebuilding and cleansing all ways roads pavements Conduits walls party structures fences or other conveniences which shall belong to or be used by the Demised Premises in common with other premises and to keep the Landlord indemnified against such proportion of all such costs and expenses as aforesaid

(26) Fire-fighting equipment

The Tenant shall at its expense at all times during the term keep the Demised Premises supplied and equipped with such fire-fighting apparatus and

appliances as the Landlord's insurers or the Fire Officer or other competent authority shall from time to time in writing specify or in the absence of such specification approve and will maintain (and whenever necessary replace) such apparatus and appliances (including fire warning systems) in a condition fit for immediate use and have the same regularly and properly serviced by competent contractors and shall keep them available for inspection by the Landlord or its insurers or the Fire Officer or other competent authority and will not obstruct the access to or means of working any such apparatus and appliances

(27) [Naming the Demised Premises]

No name shall be given to or displayed on the Demised Premises without the previous consent in writing of the Landlord [such consent not to be unreasonably withheld or delayed] and no name shall be used or permission requested therefor to which any competent authority or the Post Office may object]

(28) Indemnity

To indemnify the Landlord from and against all actions costs claims demands loss damage and liability whatsoever arising as a result of any breach or non-observance of the covenants on the part of the Tenant and conditions herein contained or directly or indirectly as a result of the use or occupation of the Demised Premises [and to keep in force an insurance policy in an insurance office of repute (first approved by the Landlord) and in the joint names of the Landlord and Tenant to cover such third party liabilities for such sum (not being less than One million pounds) as may in all the circumstances be reasonable and to produce evidence of such insurance to the Landlord from time to time as the Landlord may reasonably require]

(29) Rating

Not to leave the Demised Premises unused (within the meaning of Section 17A of the General Rate Act 1967 or any amendment or re-enactment thereof for the time being in force) for a continuous period exceeding two months

(30) Rules and Regulations

To conform to all such lawful and reasonable regulations and directions as the Landlord may from time to time make or give for the orderly convenient and proper management of the Building

(31) No obstruction of accesses

Not to obstruct or permit to be obstructed any of the access ways service areas or staircases provided in the Building except by authority of the Landlord

[(32)] Refuse

To use only suitable refuse bins supplied by the Landlord and to keep the same within any communal bin store designated from time to time by the Landlord and to use the same only for such purposes and not to bring any skips on to the Demised Premises except with the prior written consent of the Landlord and any skips permitted by the Landlord shall be properly screened from view to the satisfaction of the Landlord

[(33)] Plant

Not without the prior written consent of the Landlord to dismantle adjust alter or otherwise interfere with the Plant other than to operate the external switches or controls for the personal control thereof by the occupant served thereby and not to do anything whereby the working of any part of the Plant may be impaired or adversely affected

(34) Defective Premises

To notify the Landlord without delay of any "relevant defect" in the state of the Demised Premises within the meaning of Section 4 of the Defective Premises Act 1972 or any statutory modification or re-enactment thereof for the time being in force AND to display and maintain all notices and to erect and maintain effective barriers if necessary which may from time to time be required to be displayed or erected on the Demised Premises under the said Act AND to indemnify the Landlord against all liability and cost arising in respect of any notice claim or demand costs and proceedings brought thereunder

(35) Costs

Each party shall bear its own legal costs and disbursements of and incidental to the preparation and completion of this Lease and a counterpart

4. COVENANTS BY THE LANDLORD

The Landlord covenants with the Tenant as follows:-

(1) Quiet enjoyment

That the Tenant paying the rents hereinbefore reserved and performing and observing the several covenants conditions and agreements on the part of the Tenant herein contained shall and may peaceably hold and enjoy the Demised Premises during the term without any interruption by the Landlord or by any person lawfully claiming through under or in trust for it

(2) Reinstatement; rebuilding

(a) In the event of damage or destruction of the Demised Premises or any part thereof and/or those parts of the Building properly used by the Tenant in the Tenant's enjoyment of the Demised Premises by any of the Insured Risks then save to the extent that the insurance monies in respect thereof are irrecoverable in whole or in part due to some act or default on the part of the Tenant or any of its servants agents of licensees or persons

deriving title under it or user of the Demised Premises then subject to the requirements of all competent authorities as hereinafter provided the Landlord shall forthwith diligently pursue all claims and apply all insurance proceeds received in respect of such damage or destruction in rebuilding or reinstating the Demised Premises and the said parts of the Building as soon as reasonably practicable making up any difference between the cost of rebuilding and reinstating and the money received out of the Landlords own money

(b) The Landlord shall not be liable to rebuild or reinstate the Demised Premises if and so long as such rebuilding or reinstatement is prevented by any "Supervening Events" and for the purposes of this sub-paragraph the expression "Supervening Events" means :

- (i) The Landlord having failed despite using its reasonable endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Acts and other statutes (if any) (hereinafter called "the Permissions") to enable the Landlord to rebuild and reinstate the Demised Premises
- (ii) Any of the Permissions having been granted subject to a lawful condition with which it would be impossible for or in all the circumstances it would be unreasonable to expect the Landlord to comply
- (iii) Some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place rendering the same impossible or meaning that the same could only be undertaken at a cost that would be unreasonable in the circumstances
- (iv) The Landlord being unable to obtain access to the site or being prevented from rebuilding or reinstating the Demised Premises by other private rights
- (v) Rebuilding or reinstatement being prevented by war act of God governmental action strike lockout or
- (vi) Any other circumstances beyond the control of the Landlord

(c) If upon the expiration of the period of three years (or such longer period as shall be agreed between the Landlord and the Tenant) commencing on the date of the damage or destruction the Demised Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may be notice served at any time within six months of the

expiry of such period serve a notice determining the term in accordance with the provisions of sub-clause 4(2)(d) PROVIDED ALWAYS that the Tenant shall not be entitled to serve such a notice where any inability by the Landlord to obtain any of the Permissions resulting from any act or default of the Tenant its immediate or remote undertenants and or where the insurance of the Demised Premises effected pursuant to the covenant by the Landlord in that behalf herein contained has been vitiated in whole or in part by some act or default of the Tenant its immediate or remote undertenants

(d) From a date twenty-one days after the service of a notice in accordance with clause 4(2)(c) the term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other PROVIDED THAT the Tenant shall have no claim against the Landlord in respect of and the Landlord shall be deemed to be released from the covenant on the part of the Landlord to reinstate the Demised Premises and all money received in respect of the insurance effected by the Landlord pursuant to clause 4(3) shall belong to the Landlord

(3) Insurance

(a) To insure the Building with a substantial and reputable company (subject to such exclusions and limitations as are imposed by the insurers and subject to the appropriate insurance cover being obtainable) in the Full Reinstatement Cost against the occurrence of any of the Insured Risks and all professional and other fees and charges in relation to the rebuilding or reinstatement thereof

(b) To take out and maintain Loss of Rent Insurance

(c) To take out and maintain Landlord's third party liability insurance

(d) To take out and maintain insurance against breakdown and third party claims in respect of Plant

(e) To provide to the Tenant on demand (but not more frequently than twice in every year) details of the relevant policies of insurance together with copies of the receipts for the latest premiums payable in respect thereof

(4) Services

Unless prevented by force majeure or unless the same are provided at the public expense or provided by and at the expense of any statutory body or local authority and subject to the Tenant paying the further rent or rents thirdly herein reserved to use its reasonable endeavours to provide or procure the provision of the Landlord's Services PROVIDED THAT the Landlord (in

this proviso only meaning the original parties to this Deed) shall not be liable to the Tenant under the terms of this covenant after it shall have been parted with all interest in the reversion expectant on the termination of this Lease

5. GENERAL PROVISIONS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(1) Forfeiture

Without prejudice to any other right remedy or power herein contained or otherwise available to the Landlord:-

- (a) if the rents reserved by this Lease or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or
- (b) if any of the covenants by the Tenant contained in this Lease shall not be performed and observed or
- (c) if the Tenant has any distress or execution levied on its goods or
- (d) if the Tenant being an individual is the subject of a bankruptcy petition or bankruptcy order or of an application or appointment under Section 253 Section 273 or Section 286 of the Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or
- (e) if the Tenant being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company) or compulsorily or has a provisional liquidator or a receiver (including an administrative receiver) appointed or is the subject of an administration order or a petition for one or of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or
- (f) if the Tenant enters into or makes any proposal to enter into any arrangement or composition for the benefit of its creditors or
- (g) if the Tenant is dissolved (whether or not after winding up)

THEN and in any such case the Landlord may at any time thereafter re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without

prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants contained in this Lease

(2) Non-waiver

The demand for and/or the acceptance of rent by the Landlord or by any person acting on behalf of or as agent for the Landlord shall not constitute and shall not be construed or deemed to mean a waiver of any of the covenants on the part of the Tenant herein contained or of any breach or non-performance thereof by the Tenant

(3) Resolution of disputes

Where in this Lease reference is made to the resolution of disputes then any such difference or dispute which shall arise between the Landlord and the Tenant shall be referred to the decision of an independent surveyor (having not less than five years' experience of the management of offices) acting as an expert to be appointed as the Landlord and the Tenant may agree or failing such agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of such surveyor shall in the absence of manifest error be binding on the parties and such surveyor shall afford each of the parties hereto an opportunity to make representations to him

(4) Exoneration of liability of Landlord

- (a) The Landlord shall not be liable to the Tenant for any loss damage or inconvenience in respect of any failure or interruption or imperfect or irregular supply in any of the Landlords Services by reason of necessary repair replacement maintenance of Plant or its damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel current materials water or labour or any other cause beyond the Landlords control or by reason of the act neglect or default of the Tenant or of any person claiming through the Tenant or the Tenants servants agents or licensees PROVIDED THAT the Landlord shall use all reasonable endeavours to remedy such failure and to minimise any interruption or inconvenience caused
- (b) The Landlord shall not be liable for any injury or damage caused to any person or property by the state or condition of the Demised Premises or by the Tenant or any of its servants agents licensees or invitees or by the user of the Demised Premises whether arising by accident or by reason of any negligence or other acts of the Tenant or of any person or persons employed by it or any other cause whatsoever and the Tenant shall indemnify the Landlord against all liability in respect thereof

(5) Suspension of rent

If from time to time the Demised Premises or any part or all reasonable means of access thereto thereof shall be destroyed or damaged by any of the Insured Risks so as to render the Demised Premises or a part thereof unfit for occupation or use and save to the extent that the policy or policies of insurance effected by the Landlord shall have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Tenant or any of its servants agents licensees or invitees or any person deriving title under it or them then as often as the same shall happen the annual rent first reserved hereunder or a fair proportion thereof according to the extent of the damage sustained shall be suspended from the date of such destruction or damage until the Demised Premises shall have again been rendered fit for occupation or use or until the expiration of the period for which the Landlord has Loss of Rent Insurance (whichever is the sooner)

(6) Limitation of ancillary rights

Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any deed or writing relating to any adjoining or neighbouring premises or limit or affect the right of the Landlord to deal with the same now or at any time hereafter in any manner which may be thought fit nor shall the grant of this Lease include or operate as a grant or assurance of any liberty privilege easement quasi-easement right or advantage whatsoever now held or enjoyed with or appertaining or reputed to appertain to the Demised Premises or any part thereof save as expressly set out herein

(7) Repairs at end of the term

If at the expiration or sooner determination of the term the Demised Premises shall not be in such a state and condition as shall be in accordance with the covenants and provisions herein contained for or relating to the repair painting or the carrying out of any other works to the Demised Premises by the Tenant then the Tenant shall pay a sum equivalent to the reasonable cost to the Landlord of carrying out such repairs painting and works as shall be necessary to put the Demised Premises in such state of repair and condition as aforesaid and the loss of rent suffered by the Landlord as a result of the organising and carrying out of such repairs painting and works

(8) No warranty as to user

That nothing herein contained or implied or in any licence or consent hereafter granted shall be taken to be a covenant warranty or representation by the Landlord that the Demised Premises can be lawfully used for the purpose hereinbefore referred to of for any other particular purpose whatsoever

(9) Redevelopment of neighbouring property

That nothing herein contained shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any easement right or

privilege whatsoever over or against any Adjoining Property Landlord either for an estate in fee simple or for a term of or which would or might restrict or prejudicially affect the future rebuilding alteration or development of such Adjoining Property and that the Landlord shall have the right at any time to make such alterations to or pull down and rebuild or redevelop any such Adjoining Property as it may deem fit without obtaining any consent from or making any compensation to the Tenant Provided that the Landlord shall cause as little nuisance as practicable to the Tenant and/or the occupiers for the time being of any part or parts of the Demised Premises

(10) Limit on Statutory Compensation

If this Lease is within Part II of the Landlord and Tenant Act 1954 then subject to the provisions of sub-section (2) of Section 38 of that Act neither the Tenant nor any assignee or underlessee of the term or of the Demised Premises shall be entitled on quitting the Demised Premises to any compensation under Section 37 of the same Act or under any corresponding provision of any Act amending or replacing the same

6. NOTICES

(1) The provisions of Section 196 of the Law of Property Act 1925 shall apply to all notices required to be given hereunder

(2) Any notice to be given hereunder and the manner of giving of which is not otherwise provided for hereunder shall be in writing (which shall include telex and telegraphic facsimile transmission) and shall be delivered by hand or sent from within the United Kingdom by pre-paid first class post or telex or telegraphic facsimile transmission as follows:-

- (a) in the case of the Tenant [to its registered office for the time being]]to its principal office in the United Kingdom with a copy to its office in [insert foreign address]]
- (b) in the case of the Landlord to its registered office for the time being
- (c) to such other address in the United Kingdom or [insert foreign country] as may previously have been notified in writing to the giver thereof by the party to whom such notice is required to be given under the terms of this Lease as being its address for the purpose of service of notices pursuant to this Lease

(3) Any notice shall be deemed to have been served:

- (a) if delivered by hand on the first Working Day following delivery

- (b) if sent by first class pre-paid post to an address on the United Kingdom mainland on the third Working Day after posting
- (c) if sent to an address outside the United Kingdom mainland on the fifth Working Day after delivery to a recognised international courier company
- (d) if sent by telex or telegraphic facsimile transmission on the first Working Day following successful transmission

(4) In proving service it shall be sufficient proof in the case of a notice sent by post that the envelope containing the same was properly stamped addressed and placed in the post and in the case of a telex or telegraphic facsimile successfully transmitted

[7. Crown Body as Landlord

The provisions of clause 4(3) shall not have effect during such time (if any) as the reversion immediately expectant upon the determination of this Lease is vested in the Secretary of State for Health another Government Department or is otherwise vested in the Crown]

[8.] Exclusion of Landlord and Tenant Act

Having been authorised to do so by an Order of the Mayor's and City of London Court made on the day of [] under Section 38(4) of the Landlord and Tenant Act 1954 (as amended) the parties hereto hereby agree that the provisions of Sections 24-28 inclusive of that Act shall be excluded in relation to this Lease

IN WITNESS whereof the parties hereto have caused this Lease to be duly executed the day and year first before written

THE FIRST SCHEDULE

All those premises situate on the ground floor and forming part of the Building as the same are for the purpose of identification only shown edged red on the Plan including all Landlord's fixtures and fittings therein

AND INCLUDING

- (a) the internal plastered surfaces of the walls bounding the Demised Premises and the doors and door frames and window frames fitted in such walls and the glass fitted in such door frames and window frames and
- (b) the plastered surfaces of the structural walls lying within the Demised premises and the doors and door frames and window frames fitted in such walls and the glass fitted in such door frames and window frames and
- (c) the whole of the non-structural walls and partitions lying within the Demised Premises and the doors and door frames and window frames fitted in such walls and partitions and the glass fitted in such window frames and
- (d) the surfaces of the ceilings (including any suspended ceilings) and the surfaces of the floors including the whole of any floor boards or finishing screed
- (e) all Conduits which serve the Demised Premises exclusively

BUT NOT INCLUDING

- (i) any of the Main Structure or any of the walls bounding the Demised Premises or any of the structural walls lying within the Demised Premises except such of the plastered surfaces thereof and the doors and door frames and window frames fitted therein and the glass fitted in such window frames as are expressly included in this demise or
- (ii) any part or parts of the Building (other than any Conduits expressly included in this demise) lying above the plastered surfaces of the ceiling or below the surfaces of the floors
- (iii) any Conduits in the Building which do not serve the Demised Premises exclusively

THE SECOND SCHEDULE

1. The free passage and running of gas electricity water soil and other services through and along the Conduits now or at any time hereafter in or upon the Building and serving any part of the Demised Premises

2. The right to support and to shelter and protection from those parts of the Building not included in this demise as at the date hereof

3. The right to enter upon the Adjoining Property for the purposes of:-

- (1) inspecting maintaining repairing or renewing any of the Conduits thereon and installing within the Adjoining Property any new Conduits or conducting media required in connection with the services within the Demised Premises or the use by any person of any part thereof and
- (2) carrying out any repairs renewals maintenance necessary inspections or alterations to the Demised Premises

BUT only if such matters or works cannot otherwise be reasonably effected from the Demised Premises the person exercising such rights remedying any physical damage so caused except in so far as such entry may be necessitated by any act or default of the Tenant or any invitee or licensee thereof or occupier of or trespasser on the Adjoining Property

4. The right for the Tenant and all persons authorised by the Tenant in common with all others entitled at all times in connection with the permitted user of the Demised Premises to go pass and repass over through and along [the External Common Areas] and [the Internal Common Areas]

5. The right on foot only at all times in case of fire or other emergency over and along such routes as may from time to time be provided by the Landlord

6. The right to use the toilet and washing facilities within the Internal Common Areas

THE THIRD SCHEDULE

1. The free passage and running of gas electricity water soil and other services through and along the Conduits now or at any time hereafter in or upon the Demised Premises and serving any part of the Adjoining Property

2. The right to enter upon the Demised Premises for the purposes of:

- (1) inspecting maintaining repairing or renewing any of the Conduits and installing within the Demised Premises any new Conduits required in connection with the services within the Adjoining Property or the use by any person of any part thereof and

- (2) carrying out any repairs renewals maintenance necessary inspections or alterations to any Adjoining Property
- (3) carrying out the Landlord's Services and/or such other services as the Landlord wishes to carry out and the costs of which can be recovered by means of the Service charge

the person exercising such rights remedying any physical damage so caused except in so far as such entry may be necessitated by an act or default of the Tenant or any invitee or licensee thereof or occupier of or trespasser on the Demised Premises

3. All liberties privileges easements quasi-easements rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any Adjoining Property

4. The right to deal in any manner whatsoever with any Adjoining Property and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered thereon any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the Demised Premises

5. The right of support and shelter by and from the Demised Premises for any part of the Building

6. The rights and liberties to enter upon the Demised Premises in the circumstances in which in the covenants by the Tenant herein contained the Tenant covenants to permit such entry

7. All such easements quasi-easements privileges and rights whatsoever now enjoyed by any adjoining or neighbouring property in under over or in respect of the Demised Premises as if such adjoining or neighbouring property and the Demised Premises had at all times heretofore been in separate ownership and occupation and such matters had been acquired by prescription or formal grant

THE FOURTH SCHEDULE

The matters contained or referred to in the Property and Charges Registers of Title Number NGL31701 insofar as the same affect the Demised Premises

THE FIFTH SCHEDULE

Rent Review

1. In this Schedule the following expressions shall have the meanings respectively ascribed to them:-

"Review Date"

means the date being the date of the expiration of five years of the term and the penultimate day of the term and each other date that becomes a Review Date pursuant to Clause 7 of this Schedule

"Rental Value"

means the yearly rack rent reasonably obtainable in respect of the Demised Premises on the assumption that they are let at the relevant Review Date in the open market as a whole and with vacant possession by a willing lessor to a willing lessee without a premium for a term equal to the term of this Lease but otherwise on the terms of this Lease (other than the rent hereby reserved but including the provisions for review of that rent similar to those set out in this Schedule) and on the assumption (whether or not it is a fact) that:-

- (1) all the covenants and obligations on the part of the Tenant contained in this Lease have been observed and performed (but without prejudice to any rights or remedies of the Landlord in regard thereto) and
- (2) (if the Demised Premises at the relevant Review Date or the means of access thereto or egress therefrom have been damaged or destroyed) such damage or destruction has been reinstated and the Demised Premises are in good repair and fit for immediate occupation and that the said means of access and egress are useable and in good repair

- (3) that the Demised Premises have been fully fitted out and at the cost of the Landlord and are available immediately for occupation and use by the Tenant
- (4) no works have been carried out by the Tenant which have diminished the Rental Value of the Demised Premises
- (5) that notwithstanding the provisions of clause 3(16) the Tenant shall be entitled to assign or underlet the Demised Premises to any third party with the consent of the Landlord (such consent not to be unreasonably withheld)

BUT DISREGARDING:-

- (a) any goodwill attached to the Demised Premises by reason of the carrying on by the Tenant or any duly authorised under-tenant of any business thereon or thereat
- (b) the occupation of the Demised Premises by the Tenant or any duly authorised under-tenant
- (c) any alteration or improvement to the Demised Premises made by the Tenant or by any duly authorised under-tenant with the consent of the Landlord other than any improvements effected at the expense of the Landlord or in pursuance of any obligation to the Landlord whether under the provisions of this Lease or any other deed or document and other than improvements carried out more than twenty one years prior to the relevant Review Date

- (d) any effect on rent of the restrictions on the user of the Demised Premises contained in Clause 3(12)(a) of this Lease
- (e) any effect on rent of the absence of any rent free period or contribution or other rental concession or inducement which it might then be the practice in the open market to make or allow to a lessee on a new letting with vacant possession

"President"

means the President for the time being of the Royal Institution of Chartered Surveyors or a duly authorised person acting on his behalf or in substitution for him

"Surveyor"

means a Fellow of the Royal Institution of Chartered Surveyors specialising in the valuation of office premises and with knowledge and experience of office rents in the London Borough of Camden

2. On and after the Review Date the yearly rent first reserved hereunder shall be 25 per centum (25%) of the Rental Value at the Review Date

3. If by a date three months before the Review Date the Rental Value at the Review Date has not been agreed in writing by the Landlord and the Tenant then in case the determination of the Rental Value at the Review Date may at the option of the Landlord be referred to an independent person acting as an arbitrator or (at the option of the Landlord) acting as an expert such person to be agreed upon by the Landlord and the Tenant or if they do not so agree any time thereafter to be nominated upon the application of the Landlord by or on behalf of the President and the decision of such person shall be binding on all parties to these presents and the fees payable to him in respect of any decision made by him and any such application shall be borne by the Landlord and/or the Tenant in such shares and in such manner as he shall determine or in default of determination by the Tenant and in relation to the determination of the Rental Value the following provisions shall apply:—

3.1 In the case of arbitration the arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1979 with the further provision that if the arbitrator nominated pursuant to this sub-clause shall die or decline to act the President may on

the application of either the Landlord or the Tenant by writing discharge the arbitrator and appoint another in his place

- 3.2 In the case of determination by an independent expert he shall afford the Landlord and the Tenant an opportunity to make representations to him and if he shall die delay or become unwilling unfit or incapable of acting or if for any other reason the President shall think fit he may on the application of either the Landlord or the Tenant by writing discharge the expert and appoint another in his place

4. If by the Review Date the Rental Value at the Review Date has not been agreed or determined pursuant to the terms and provisions of this Schedule the Tenant shall pay to the Landlord or as the Landlord may direct and without any deduction whatsoever the amount of the rent so agreed or determined for the period commencing on the Review Date and ending on such quarter day together with interest on such amount at the Rate of Interest

5. If at the Review Date there is by virtue of any statute or other regulation any restriction upon the Landlord's right to review the yearly rent first reserved hereunder or if at any time there is by virtue of any such statute or regulation a restriction upon the right of the Landlord to recover the said yearly rent otherwise payable then upon the ending removal or modification of such restriction the Landlord may at any time thereafter give to the Tenant one month's written notice requiring an additional review of the said yearly rent as at any quarter day specified therein which quarter day shall for the purposes of this clause be a Review Date

6. The amount of any increased rent agreed or determined in accordance with the foregoing provisions of this clause shall within twenty eight days of such agreement or determination be endorsed by way of Memorandum on this Lease and the Counterpart hereof by and at the expense of the Tenant and the Landlord respectively

THE SIXTH SCHEDULE above mentioned
(the Landlord's Services and Expenses)

PART I

The Landlord's Services

1. The repair maintenance renewal replacement and rebuilding (where necessary) of all Conduits as may by virtue of the terms hereof be enjoyed or used by the Tenant in common with owners or tenants of other parts of the Building

2. The repair maintenance renewal replacement and rebuilding (where necessary) of the Main Structure
3. The repair maintenance renewal replacement and rebuilding (where necessary) of the Internal Common Areas (including the glass in the windows and doors of the Internal Common Areas)
- [4. The repair maintenance renewal replacement and rebuilding (where necessary) of the External Common Areas]
5. The repair maintenance renewal and replacement of the Plant
6. The taking out and maintaining in force of an effective insurance policy or policies against any and every liability of the Landlord for injury to or death of any person (including every agent servant and workman of the Landlord) and damage to or destruction of the property of any such person arising out of the management and/or maintenance of the Building [the External Common Areas] and the Internal Common Areas and in particular but without limiting the generality of the foregoing insurance against such injury death damage or destruction as aforesaid due to the act neglect default or misconduct of any agent servant or workman of the Landlord employed in connection with the management and/or maintenance of the Building [the External Common Areas] and the Internal Common Areas or to a total or partial failure or breakdown of any systems

PART II

The Landlord's Expenses

1. The cost of providing the Landlord's Services to the Building [the External Common Areas] and the Internal Common Areas generally and without prejudice to the generality of the foregoing the detailed matters set out in the following paragraphs :-
2. The cost of the repair maintenance renewal replacement and rebuilding where necessary of the Main Structure
- [3. The cost of the repair maintenance cleansing renewal and replacement where and when appropriate of the lighting of the External Common Areas and also where appropriate the furnishing of the External Common Areas in such style and manner as the Landlord shall from time to time reasonably think fit having regard to the character and location of the Building]
- [4. The cost of the provision maintenance renewal and replacement of such litter bins and waste disposal units as the Landlord deems appropriate within the External Common Areas] [the Building]

5. The cost of the maintenance renewal and replacement of any security equipment used to control the entrance to [the External Common Areas] [Building]

6. The cost of the taking of all reasonable steps for the collection of refuse from any communal bin store

7. The cost of cleaning the external faces of the windows of the Building and other external glass or similar areas of the Building

8. The cost of repair maintenance renewal or replacement of such fittings and equipment as the Landlord shall from time to time deem necessary or desirable for cleansing and maintenance of the external walls or roof of the Building

9. The cost of the painting of the whole of the outside wood iron and other work of the Building heretofore usually painted and the graining and varnishing of such external parts as have been heretofore or are usually grained or varnished and of cleaning and washing down such external parts of the Building as have been heretofore or are usually cleaned or washed down in such manner and as and when the Landlord shall deem necessary

[10. The cost of the cleaning maintaining and where appropriate lighting the Internal Common Areas and the cleaning of the windows of the Internal Common Areas and where appropriate furnishing the Internal Common Areas in such style and manner as the Landlord shall from time to time reasonably think fit having regard to the character and location of the Building]

[11. The cost of painting varnishing colouring graining and papering of the Internal Common Areas in such manner and as and when the Landlord shall deem necessary]

[12. The cost of any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Internal Common Areas]

13. The cost of the maintenance and renewal when required of any existing central heating air conditioning and hot water apparatus in the Building [(other than those situate in and only serving parts of the Building separately let or intended to be separately let)] and all ancillary equipment thereto

14. The cost of providing an adequate supply of hot water to the [Building] at all reasonable hours through any system existing at the date hereof (or any other system which the Landlord in its absolute discretion may decide to instal for the supply of hot water from a central system) but not otherwise and the cost of providing sufficient and adequate heat to the radiators (if any) or through the air conditioning system (if any) for the time being fixed in [the

Building] unless the Landlord shall be unable to provide such hot water and heating by reason of the act neglect or default of the Tenant or any person claiming through the Tenant or the Tenant's servants agents or licensees or by reason of any breakdown or any interruption of the supply of fuel or current or other cause whatsoever over which the Landlord has no control and the Landlord shall not be liable for any loss damage or inconvenience which the Tenant may sustain through the imperfect or irregular supply of hot water or heating

[15. The cost of the maintenance and where necessary renewal and replacement and the lighting and cleaning of any lift and ancillary equipment relating thereto within the Internal Common Areas and the maintenance of insurance against risk of breakdown and third party claims in respect of such lift and lift equipment and mechanisms in such amounts and upon such terms as the Landlord shall from time to time think fit]

[16. The cost of the provision of toilet paper soap towels and other items usually provided for toilets or washing facilities which the Landlord shall from time to time deem appropriate]

17. The cost of all works which by or under any enactment or by local or other authority are or may be directed or required to be executed upon or in respect of any part of the Building [and/or the External Common Areas] (other than parts separately let or intended to be separately let)

18. The cost of compliance with any notice of any local or other authority in respect of any part of the Building and/or [the External Common Areas] (other than parts separately let or intended to be separately let)

19. The cost of the employment on such terms and conditions as the Landlord shall think fit of one or more caretakers maintenance staff gardeners cleaners or such other persons as the Landlord may from time to time at the Landlord's absolute discretion consider necessary including the provision (where it is deemed by the Landlord desirable) for accommodation and uniforms for such persons

20. (a) The cost of the employment at the Landlord's discretion of a firm of managing agents to manage the Building [and the External Common Areas] and discharging all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building [and the External Common Areas] provided that if the Landlord shall at the Landlord's discretion manage the Building instead of employing a firm of managing agents the Landlord shall be entitled to charge a reasonable fee for such management

- (b) The cost of the employment of all such surveyors builders architects engineers tradesmen accountants solicitors or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building [and the External Common Areas] and assessing recording and auditing all costs and expenses involved

21. The cost of the provision and maintenance of any fire extinguishers or other fire fighting equipment which the Landlord may from time to time consider necessary and the payment of all charges in connection with the installation and maintenance thereof

22. Without prejudice to the foregoing the doing or causing to be done of all such services works installation acts matters and things as in the absolute discretion of the Landlord may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building [and the External Common Areas]

23. In the event that the Landlord wishes to set aside the same the cost of the setting aside of such sums of money as the Landlord shall reasonably require to meet such future costs as the Landlord shall reasonably expect to incur in connection with the Landlord's Services (such sum in this Schedule called "the Reserve Sum") and the Landlord hereby declares that the Landlord will place the Reserve Sum on a separate account at the Bank and will expend such sums only in meeting those costs for which such sum shall have been set aside provided always that in the event of any transfer of this Lease or any devolution of the term or of any Underlease for substantially the whole of the term the Landlord shall provide to the Tenant at the Tenant's own expense a certificate as to the proportion of the Reserve Sum which has been provided by the Tenant and the said certificate shall be final and binding upon the Tenant and all other persons interested therein

24. The cost of borrowing monies from any clearing bank to pay any of the expenses set out in this part of this Schedule and paying the interest on such sums borrowed as required by such bank

PART III
(the Service Charge and the interim Charge)

1. In this part of this Schedule the following expressions have the following meanings respectively :-

(1) "total expenditure" means an amount being the aggregate of the Landlords Expenses including any irrecoverable Value Added Tax in any accounting period plus any Value Added Tax charged thereon

(2) "accounting period" means the period of one year to the date nominated by the Landlord from time to time

(3) "the Service Charge" means a sum equal to [insert percentage to be percentage which Net Internal Area as defined by Code of Measuring Practice of Demised Premises bears to the Net Internal Area of space let or intended to be let in Building] per centum of total expenditure

or (in respect of the accounting period during which this Lease is executed) such proportion of such percentage as is attributable to the period from the date of this Lease to the end of the current accounting period Provided that if at any time the Landlord shall consider it would be reasonable having regard to changes in circumstances for such percentage and the percentages of total expenditure payable by the other tenants of the Building to be varied the percentage shall be varied to such percentage as shall be determined to be the fair and reasonable percentage having regard to such changes in circumstances by a valuer nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord and such valuer shall act as expert and his decision shall be final and binding on the parties hereto

(4) "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each accounting period as the Landlord or Landlord's Managing Agents shall specify at their discretion to be a fair and reasonable interim payment

2. In this Schedule any surplus carried forward from previous accounting periods shall not include any reserve sum

3. The first payment of the Interim Charge (on account of the Service Charge for the accounting period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Landlord by equal quarterly payments in advance with the rent reserved by this Lease and in case of default the same shall be recoverable from the Tenant as rent in arrear

4. If the Interim Charge paid by the Tenant in respect of any accounting period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding accounting periods as hereinafter provided

5. If the Service Charge in respect of any accounting period exceeds the Interim Charge paid by the Tenant in respect of that accounting period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Landlord within twenty-eight days of service upon the Tenant of the Certificate referred to in the following

paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear

6. As soon as practicable after the expiration of each accounting period an account of the total expenditure shall be audited by an accountant appointed by the Landlord and there shall be served upon the Tenant by the Landlord or the Landlord's Agents a Certificate signed by such Agents containing the following information:

- (a) The amount of the total expenditure for that accounting period as audited
- (b) The amount of the Interim Charge paid by the Tenant in respect of that accounting period together with any surplus carried forward from the previous accounting period
- (c) The amount of the Service Charge in respect of that accounting period of any surplus or deficiency of the Service Charge over or under the Interim Charge
- (d) The amount of the reserve sum

7. The said certificate shall (save in the case of manifest error) be conclusive and binding on the parties hereto but the Tenant shall be entitled at the Tenant's own expense at any time within twenty-eight days after service of such certificate to inspect the audited account of the Landlord's Expenses

172/176 SHAFTESBURY AVENUE, LONDON WC2

OUTLINE SPECIFICATION OF WORKS

OFFICE SUITE FOR VOLUNTARY SERVICE USE
WITHIN PART OF THE GROUND FLOOR

1 Preliminaries

- 1.1 The contractor to supply a programme of works prior to commencement on site for agreement with the client.
- 1.2 The contractor to arrange site meetings, as appropriate, to liaise with the client.
- 1.3 It is anticipated that the works will be the subject of a JCT Minor Works Agreement.

2 Demolition and Structural Alterations

- 2.1 It is assumed that all structural alterations, to include the removal of partitions, chimney stacks and other such projections, will be carried out as part of the main contract. The drawing extract attached to this brief specification indicates, by way of dotted lines, those projections to be removed.
- 2.2 Form new door opening in front elevation as shown on drawing extract.
- 2.3 Prepare for and block bond into existing in 150 mm lightweight concrete blockwork to existing opening as indicated on the attached drawing extract.

- 2.4 Strip out all previous occupiers' fixtures and fittings generally including all service media, conduits and non-retained pipework. Leave area, as far as practically possible, clear of all such protrusions.

3 New WC

- 3.1 It is the intention to provide a single self-contained WC to current "disabled" standards and guidelines, within the accommodation, although it is to be accepted that until such time as the scheme progresses to the detailed design stage, that the precise form and location of the same cannot be finalised. It is also to be accepted that due to restrictions on the location of service media and, in particular, drainage, that it may not be practical to provide such self-contained facilities within the office module and, in which case, WC facilities to a disabled standard, if practicable, will need to be designated elsewhere within the building.
- 3.2 The proposed location, as at November 1992, of the WC facilities is indicated on the attached drawing extract. If formed in the manner envisaged, they will be formed within a blockwork wall enclosure, plastered, with tiled splashbacks as appropriate.
- 3.3 Supply and fix sink drainer and base unit as shown on drawing extract with hot and cold water supply.

4 Doors and Windows

- 4.1 Supply and fit new painted softwood main entrance door to front elevation. Door to be to one half hour fire resisting standard and to incorporate

Georgian wired vision panel fitted with self-closing mechanism.

- 4.2 Overhaul and refurbish as necessary existing door leading to fire escape corridor at rear of unit.
- 4.3 Supply and fit new softwood timber doors as appropriate to new lobby area and WC as indicated on the attached drawing extract.
- 4.4 Overhaul generally existing windows to front elevation of building and leave all in full working order. Allow for the replacement of staff and parting beads, sashcords, window furniture and architraves. Prepare for redecoration.

5 Ceilings

- 5.1 Prepare existing soffit.
- 5.2 Supply and hang aluminium ceiling grid, pre-finished in white, with 600 x 600 mm "Tegula" ceiling tiles within an exposed grid, allowing for all peri-meter trims as necessary.

6 Walls

- 6.1 Prepare for generally, removing all loose, hollow or otherwise defective areas of plaster and make good to match surrounding work.

7 Floors

- 7.1 Break out to existing ramp and make good to surrounding work to leave floors level.
- 7.2 Remove all loose or otherwise defective areas of existing screed and make good to surrounding work, all to accept a carpet floor covering.

8 Services

8.1 Heating

It is anticipated that heating will be supplied by means of a conventional low pressure hot water system supplied from the heating installation serving the building as a whole via perimeter radiators. It is anticipated that the costs incurred in the provision of heating will form part of the service charge.

8.2 Lighting

The suspended ceiling will incorporate recessed fluorescent light fittings, complete with diffusers, to provide an overall illumination equivalent to 500 lux throughout.

8.3 Small Power

It is anticipated that small power will be provided by way of a three compartment skirting trunking to be provided to the perimeter of the unit and that double socket outlets will be located at 3 metre intervals. The provision of small power and lighting loads will be sub-metered from the landlords supply and will form part of the service charge.

9 Finishes

9.1 Wall surfaces to receive one thinned and two full coats emulsion paint to shade to be agreed.

9.2 All joinery to be properly prepared for, removing all loose and flaking paint, to receive two under and one finish coat eggshell paint.

9.3 Floor coverings are to comprise carpet throughout, to a shade to be agreed. Within the WC it is anticipated that vinyl floor coverings will be provided.

10 Generally

10.1 The unit to be left clean and tidy upon completion and ready for occupation.

Dated 24th March 1993

TOWN & COUNTRY PLANNING ACT 1990

THE SECRETARY OF STATE FOR HEALTH

- and -

YARDSTICK LIMITED

- and -

THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

regarding Land known as
172, 174, 176 Shaftesbury Avenue
(incorporating 8, 10, 12 Monmouth
Street) and 6 Monmouth Street
London WC1

Lyn Meadows
Controller of Legal Services
Town Hall
Euston Road
London
NW1 2RU

Ref: LEGAL/AK/DLH
Tel: 071-860 5580

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