

DATED SEPTEMBER 2000

**Miss T L BIRD
and
WIRRAL METHODIST HOUSING
ASSOCIATION LTD**

LEASE
Relating to
**Ground Floor, First Floor
and Second Floor Premises at
33/35 Market Street Birkenhead Wirral**

**Guy Williams Quiggin,
Solicitors,
1 Union Court,
Cook Street,
Liverpool L2 4SJ**

THIS LEASE is made the

day of

Two Thousand

BETWEEN TRACY LEIGH BIRD of

(hereinafter called "the Landlord") of the one

part and **WIRRAL METHODIST HOUSING ASSOCIATION LIMITED** whose

Registered Office is situate at Oswald House 42/44 Hamilton Street Birkenhead

(hereinafter called "the Tenant") of the other part **WITNESSETH** as follows:-

1. IN this Lease the following expressions shall unless the context otherwise requires have the following meanings respectively that is to say:-

(1) "the Landlord" shall include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created:

(2) "the Tenant" shall include the person or persons in whom the term hereby created is from time to time vested whether by assignment devolution in law or otherwise and whenever the expression "the Tenant" shall include more than one person whether the original Tenant or the tenant by devolution of title then the covenants on the part of the Tenant herein contained shall be deemed to be joint and several:

(3) "the demised premises" shall mean the property described in the First Schedule hereto

2. IN consideration of the rents hereby reserved and of the covenants on the part of the Tenant hereinafter contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THOSE** the demised premises **TOGETHER** with the rights specified in the First Schedule **EXCEPTING AND RESERVING** unto the Landlord and its lessees and tenants and the owners lessees tenants and occupiers of the neighbouring adjoining and adjacent property the respective rights specified in the Second Schedule hereto **TO HOLD** the same Except and Reserved as aforesaid unto the Tenant for a term of 29 years commencing on the

day of

2001 **YIELDING AND PAYING** therefor unto

the Landlord :

- (1) for the first 10 ½ years of the said term from and including the day of _____ 2001 up to and including the _____ day of _____ 2011 a yearly rent of one peppercorn
- (2) for six years from and including the _____ day of _____ 2011 to and including the _____ day of _____ 2017 the yearly rent of £5,983.00 increased by the same percentage as the percentage increase in the Retail Price Index over the period from the month preceding the said _____ day of _____ 2001) to the month preceding the said _____ day of _____ 2011
- (3) thereafter the Rent as defined in and ascertained in accordance with the provisions of the Fifth Schedule

payable quarterly in advance on the usual quarter days in every year the first payment under subparagraph (2) of this clause being a proportionate sum in respect of the period from and including the said _____ day of _____ 2011 to the day before the quarter day next following to be made on the said _____ day of _____ 2011

3. THE Tenant HEREBY COVENANTS with the Landlord as follows that is to say:-

- (1) To pay the said yearly rent at the times and in manner aforesaid without any deduction or abatement whatsoever except only such sums as are by law payable by the Landlord to the exclusion of the Tenant notwithstanding any stipulation to the contrary
- (2) To pay to the Landlord from time to time on demand without any deduction or abatement whatsoever such sums as shall from time to time be certified by the Landlord's Surveyor as the premium or the fair proportion thereof applicable to the demised premises expended by the Landlord in insuring or causing to be insured in

a sum not less than the full reinstatement value (to be determined from time to time by the Landlord) of the demised premises and all fixtures and fittings of an insurable nature (other than those which the Tenant is entitled to remove) against the loss or damage by fire explosion lightning impact earthquake aircraft flood storm or tempest or bursting or overflowing of water tanks apparatus or pipes plus architects and surveyors fees in relation to the reinstatement of the demised premises and two years loss of rent in respect of the demised premises and in effecting any other insurance which the Landlord may reasonably consider necessary (all which risks are hereinafter referred to as "the insured risks")

- (3) To pay and discharge all general and water rates taxes duties charges assessments impositions and outgoings whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed charged or imposed upon or payable in respect of the demised premises or on the owner or occupier in respect thereof and a due proportion to be determined by the Landlord's surveyor of all such rates taxes duties charges assessments impositions and outgoings which may be payable in respect of the demised premises together with other premises or may be payable by the Landlord in respect of the demised and other premises (income tax only excepted)
- (4) To repair maintain cleanse and keep in good and substantial repair the interior of the demised premises and all additions and improvements thereto and Landlord's fixtures and fittings thereunto belonging (damage by the insured risks only excepted) **AND ALSO** when and so often as the Landlord's fixtures belonging to the demised premises shall so require to substitute other fixtures of a similar description quality and value to the reasonable satisfaction of the Landlord

- (5) In every third year of the term and also in the last year of the said term (whether determined by effluxion of time or otherwise) to paint decorate or paper with paper of a suitable quality or otherwise treat as the case may be all internal parts of the demised premises previously or usually so treated and to wash down all washable surfaces such painting and redecorating to be with good quality paint
- (6) At the expiration or sooner determination of the said term peaceably and quietly to yield up unto the Landlord the demised premises together with all additions and improvements made thereto in the meantime and all fixtures and fittings (other than trade or tenant's fixtures affixed by the Tenant) in or upon the demised premises or which during the said term may have been affixed or fastened to or upon the same
- (7) At all times during the said term to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Act of Parliament already or hereafter to be passed and any and every order regulation and bye-law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any additions or improvements thereto or the user thereof for any purpose or the use or employment therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or used for the purposes thereof and to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised officer or Court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements

thereto or in respect of any such user thereof or employment therein or any person or persons or fixtures machinery plant or chattels as aforesaid whether by the owner or occupier thereof and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements or directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the demised premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs levy charges or expenses

(8) Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order made given or issued to the Tenant by any government department local or public authority under or by virtue of any statutory powers and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord **AND ALSO** without delay to take all reasonable or necessary steps to comply with any such notice or order **AND ALSO** at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order or proposal as aforesaid as the Landlord shall deem expedient

(9) (a) In this Clause the following expressions bear the following meanings, namely:-
"the Planning Acts" means the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made or having effect thereunder "planning permission" means any permission consent or approval given or deemed to be given under the Planning Acts and "development" bears the same meaning as in the Planning

Acts

- (b) At all times during the said term to comply in all respects with the provisions and requirements of the Planning Acts and of all planning permissions 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 or hereinafter to be carried out executed done or omitted thereon or the use thereof for any purpose
- (c) During the said term so often as occasion shall require at the expense in all respects of the Tenant to obtain all such planning permissions and serve all such notices as may be required for the carrying out of any operations on the demised premises or the institution or continuance thereon of any use thereof which may constitute development but so that no application for planning permission shall be made without the previous written consent of the Landlord
- (d) Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may now or hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the institution or continuance of any such use as aforesaid
- (e) Notwithstanding any consent which may be granted by the Landlord hereunder not to 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 hereunder and for which a planning permission needs to be obtained) before all necessary notices under the Planning Acts in respect thereof have been served or before all such notices and all necessary planning permissions have been produced and acknowledged by the Landlord in writing as

satisfactory (but so that the Landlord may refuse so to express its satisfaction with any such notice or planning permission which in the reasonable opinion of its Surveyors would be or be likely to be prejudicial to its interest in the demised premises or to other neighbouring or adjacent premises belonging to the Landlord whether during the said term or following the determination or expiration thereof)

- (f) If and when called upon so to do to produce to the Landlord or its Surveyors all such plans documents and other evidence as the Landlord may reasonably require in order to be satisfied that the provisions of this covenant have been complied with in all respects
- (10) To permit the Landlord and its Surveyors or agent and (with the previous authority of the Landlord) the tenants and occupiers of any adjoining premises and in any case with or without workmen and others at all reasonable hours during the daytime on reasonable prior notice being given (except in emergency) to enter the demised premises or any part thereof to view the same and examine the state and condition thereof or to take inventories of the fixtures and fittings therein or for the purpose of executing repairs to the demised premises which cannot otherwise reasonably be executed or of emptying cleansing renewing or repairing any of the sewers drains or gutters belonging to the demised premises or any such adjoining premises as often as occasion shall require making good to the Tenant in a reasonable manner any damage thereby occasioned to the demised premises
- (11) To repair and make good all breaches of covenant defects and wants of reparation for which the Tenant may be liable under the covenants herein contained of which notice shall have been given by the Landlord to the Tenant within two calendar months after

the giving of such notice or sooner if requisite

- (12) That if the Tenant shall at any time make default in the performance of any of the covenants herein contained relating to the repair decoration cleansing or condition of the demised premises or any part thereof of which notice has been given as aforesaid it shall be lawful for the Landlord or its agents and workmen (but without prejudice to the right of re-entry hereinafter contained) to enter upon the demised premises or any part thereof and at the expense of the Tenant to carry out such repairs cleansing or decoration as may be reasonably necessary in accordance with the covenants and provisions herein contained and the reasonable cost and expenses thereof (including any surveyors' or agents' fees) shall be paid by the Tenant to the Landlord on demand
- (13) To permit the Landlord or its agent at any time within six calendar months next before the expiration or sooner determination of the said term to enter upon the demised premises and to fix and retain without interference upon any suitable part or parts thereof but not so as to obstruct the access of light or air thereto a notice board for reletting or selling the same and not to remove or obscure the same and to permit all persons by order in writing of the Landlord or its agents to view the demised premises at all convenient hours in the daytime without interruption
- (14) To pay the Landlord all reasonable and proper costs charges and expenses (including legal costs and fees payable to a Surveyor or Architect) which may be incurred or payable by the Landlord or in contemplation of any proceedings by the Landlord relating to the demised premises under Section 146 and 147 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of the said Act) or in contemplation of any application by the Tenant to any planning authority or of any

application by the Tenant to the Landlord for any consent pursuant to the covenants herein contained and to keep the Landlord fully and effectually indemnified against all reasonable costs expenses claims and demands whatsoever in respect of the said applications consents and proceedings

- (15) (a) Not to do or omit or suffer to be done or omitted any act matter or thing whatsoever the doing or omission of which would make void or voidable any policy of insurance effected subject to normal conditions on the demised premises or on the Landlord's fixtures and fittings therein or of any adjoining or contiguous property belonging to the Landlord or cause the premiums payable in respect of any insurance effected in relation to the demised premises or any adjoining or contiguous premises to be increased beyond the normal rate
- (b) In the event of the demised premises or any part thereof being destroyed or damaged by any of the insured risks to give immediate notice thereof to the Landlord
- (c) In the event of the demised premises or any part thereof being destroyed by any of the insured risks and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the said rent) pay the whole or (as the case may require) a fair proportion of the reasonable cost of completely rebuilding and reinstating the same
- (16) Not at any time during the said term to make any alteration or addition to the electrical installation of the demised premises save in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the Regulations of the

Electricity Supply Authority

- (17) Not without the previous consent in writing of the Landlord (such consent if granted to be without prejudice nevertheless to the provisions of sub-clause (11) hereof) nor except in accordance with plans and specifications (with such additional copies thereof as the Landlord may reasonably require) previously submitted to and approved by the Landlord nor except to the reasonable satisfaction of its Surveyors to make any erection addition or alteration whatsoever structural or otherwise and either externally or internally to the demised premises or to carry out any development as defined by the Planning Acts as previously defined in or to the demised premises or any part thereof and to pay a reasonable sum for costs and expenses incurred by the Landlord (including legal surveyors' and architects fees) of or in connection with the grant of any licence or consent to make or carry out any such alterations erections additions or development
- (18) Not to use the demised premises or any part thereof or permit the same to be used otherwise than as three self-contained flats each for the occupation of a single family only and such occupation to be the subject in each and every case of an assured shorthold tenancy under the Housing Act 1988
- (19) Not to do or permit or suffer to be done on the demised premises or any part thereof anything which shall or may be or become or cause an annoyance nuisance damage inconvenience disturbance injury or danger to the Landlord or the owners lessees or occupiers of any premises in the neighbourhood and to keep the Landlord fully and effectually indemnified against all actions proceedings damages costs expenses claims and demands whatsoever arising out of or in consequence of any breach or non-observance of this covenant

- (20) (a) Not to transfer or assign any part or parts (as distinct from the whole) of the demised premises
- (b) Not to underlet any parts or parts (as distinct from the whole) of the demised premises other than as provided by sub-clause 18 of this clause
- (c) Not to or underlet the whole of the demised premises without the written consent of the Landlord and that consent must not be unreasonably withheld or delayed
- (d) not to assign or part with the possession of the whole of the demised premises as one entity without the previous written consent of the Landlord which shall not be unreasonably withheld and satisfying the circumstances specified for the purpose of section 19(1A) of the Landlord and Tenant Act 1927 namely :-

* all sums due from the Tenant under this Lease have been paid at the date of the Application for Licence to Assign

* in the Landlord's reasonable opinion there are at the date of the Application for the Licence to Assign no material outstanding breaches of any Tenant covenant under this Lease or any personal covenants undertaken by the Tenant

* in the Landlord's reasonable opinion the assignee is a person who is at the date of the application for Licence to Assign no less likely than the Tenant was at the date on which this Lease was assigned or granted to the Tenant to be able to comply with the Tenant's covenants of this Lease and is likely to continue to be such a person following the assignment and

- * the assignee is able to produce two trade references and one Banker's reference which in the reasonable opinion of the Landlord shows that the proposed assignee is a respectable person reasonably capable of paying the rent reserved by this Lease and performing and complying with its terms and conditions and
- * together with any guarantors and other security reasonably required by the Landlord for the performance by the assignee of the Tenant's covenants under this Lease (other than any authorised guarantee as described in section 16 of the Landlord and Tenant (Covenants) Act 1995) is in the reasonable opinion of the Landlord no less suitable in financial terms than the Tenant was at the date this Lease was assigned or granted to the Tenant and
- * upon or before any assignment and before giving occupation to the assignee the Tenant shall covenant by deed by way of indemnity and guarantee with the Landlord in the terms set out in the Third Schedule hereto and if so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain guarantors reasonably acceptable to the Landlord who shall covenant by deed by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord in the terms set out in the Fourth Schedule hereto and
- * the written Licence to Assign contains a condition that if at any time prior to the assignment the circumstances set out in the preceding parts of this Clause cease to exist the Landlord may revoke the Licence by written notice to the Tenant

- (21) To give notice in writing of every assignment assent transfer underlease mortgage charge or devolution of or other instrument relating to or affecting the demised premises other than short-term tenancies permitted under sub-clause (18) of this clause and to produce such assignment assent transfer underlease mortgage or charge or any Probate or Letters of Administration or other instrument in any way relating to or affecting the demised premises within twenty-one days after the execution or grant thereof to the Landlord and to pay a fee of £25.00 plus VAT for the registration thereof
- (22) Not without the previous consent in writing of the Landlord to erect affix or exhibit or permit to be erected affixed or exhibited to or on any part of the exterior of the demised premises or in or upon the windows thereof any advertisement sign fascia placard bill notice signboard poster or other notification whatsoever
- (23) To clean the windows of the demised premises as often as occasion shall require
- (24) (i) Whenever by virtue of any of the provisions of this Lease the Tenant is required to pay repay or reimburse to the Landlord any rent (including the insurance rent) premium cost fee charge insurance premium expense or other sum or amount whatsoever in respect of the supply of any goods and/or services made pursuant to this Lease by the Landlord the Tenant shall also be required in addition to pay to the Landlord (a) the amount of any output Value Added Tax which may be charged on such supplies to the Tenant (b) a sum or sums equal to the amount of input Value Added Tax incurred by the Landlord in connection with supplies the cost of which is taken into account in the determination of the sums which the Tenant is required by the provisions of this Lease to pay repay or reimburse to the Landlord less such proportion (if any) of that Value Added Tax as the Landlord

is able to recover from H M Customs and Excise

- (ii) In the event of any dispute between the Landlord and the Tenant as to the proportion of the Value Added Tax the Landlord is able to recover from H M Customs and Excise as mentioned in Sub-Clause (i) (b) above such dispute shall be referred to and conclusively determined by an independent firm of Chartered Accountants agreed by the Landlord and Tenant or in the event of a failure to agree within fourteen days of the Landlord's written demand for payment by any independent firm of Chartered Accountants appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either the Landlord or the Tenant the fee of any such firm of Chartered Accountants to be shared equally by the Landlord and the Tenant any firm appointed hereunder to act as expert and not as arbitrator

4. THE Landlord HEREBY COVENANTS with the Tenant as follows :-

- (1) That the Tenant paying the said yearly rents hereby reserved and observing and performing the covenants conditions and agreements hereinbefore contained on its part to be observed and performed shall and may quietly enjoy the demised premises during the said term without any interruption by the Landlord or persons lawfully claiming under the Landlord
- (2) To keep the demised premises insured in the full value thereof against loss or damage by fire in some insurance office of repute and on request to produce to the Tenant the policy or policies of insurance and the receipt or receipts for the premium or premiums last accrued due and in case of damage or destruction by fire (unless such policy or policies shall become void or voidable or the insurance monies shall not be paid or shall be irrecoverable by reason of any act omission default or neglect of the Tenant) to expend

any insurance monies received in rebuilding reinstatement and replacing the demised premises or any part thereof as speedily as possible provided always that the liability of the Landlord under this covenant shall cease if the amount of the premium or premiums payable by the Tenant to the Landlord as hereinbefore provided shall not be punctually paid in the manner aforesaid

- (3) To maintain and repair the roof main walls exterior and foundations of the building of which the demised premises form part and in particular any subjacent premises of the Landlord providing support and protection for such parts of the demised premises as require the same
- (4) As often as may be required (and in the event of any dispute in the opinion of an independent Surveyor) to paint the exterior woodwork of the building

5. IF during the said term the demised premises or any part thereof shall be destroyed or damaged by any of the insured risks so as to be unfit for occupation and use and the policy or policies of insurance effected by the Landlord shall not 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 the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall have again been rendered fit for occupation or use by the Tenant

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED :-

- (1) That these presents are made upon the express condition that if the said rent or any part thereof shall be unpaid for twenty one days after any of the days hereinbefore appointed for payment thereof whether the same shall have been lawfully demanded or not or if any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant being an individual or a firm shall become bankrupt or compound or arrange

with his or its creditors or being a company shall without the previous consent in writing of the Landlord apply under the Companies Acts be registered with unlimited liability or shall go into liquidation either compulsory or voluntary (except for the purpose of reconstructions or amalgamation) then and in any of the said cases and thenceforth it shall be lawful for the Landlord in that behalf into or on the demised premises or any part thereof in the name of the whole to re-enter the same to repossess and enjoy as if these presents had not been made without prejudice to any right of action or right of either party in respect of any antecedent breach of any of the covenants by the other herein contained

(2) That the provisions of Section 196 of the Law of Property Act 1925 shall apply to all notices required to be served hereunder

7. ALL disputes or differences which may arise between the Landlord and the Tenant touching the provisions hereof or the operation or construction hereof or the rights or liabilities of either party hereunder shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

8. THE demises premises hereby leased are as a result of this Lease held by or in trust for Wirral Methodist Housing Association Limited a charity and the charity is an exempt charity

9. IT IS HEREBY CERTIFIED that there is no agreement for lease to which this Lease gives effect

IN WITNESS of which the parties hereto have executed this deed the day and year first before written

THE FIRST SCHEDULE above referred to

ALL THAT the property comprising the ground first and second floor premises situate at and known as 33/35 Market Street Birkenhead (excluding the roof main walls and main timbers thereof) which said premises are shown edged red on the plan annexed hereto **TOGETHER WITH** the stairways leading to the first and second floor premises **TOGETHER WITH** the glass in the windows all cisterns tanks drains pipes wires ducts conduits and other service conduits whatsoever used solely for the purpose of the demised premises **TOGETHER WITH:-**

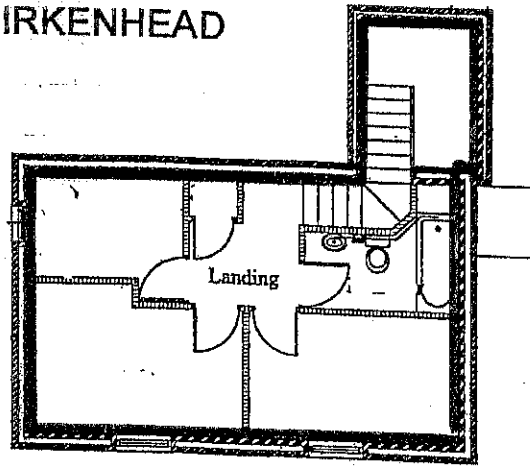
- (a) the right of support and protection for such parts of the demised premises as require the same from any subjacent premises of the Landlord capable of providing such support and protection
- (b) the free passage of water soil gas and electricity through the channels sewers drains water courses pipes conduits and cables for the time being belonging to or running through the building of which the demised premises form a part and the right to make connections into such channels sewers drains watercourses pipes and cables and any of them and to enter upon the other parts of the building at all reasonable times (and at any time in emergency) for the purpose of making connections or cleansing repairing and inspecting such channels sewers drains watercourses pipes conduits and cables
- (c) the right to erect a television aerial or aerials on the roof of the building and to connect the same by cable or wire to the demised premises and to maintain and repair same at all reasonable times

THE SECOND SCHEDULE above referred to

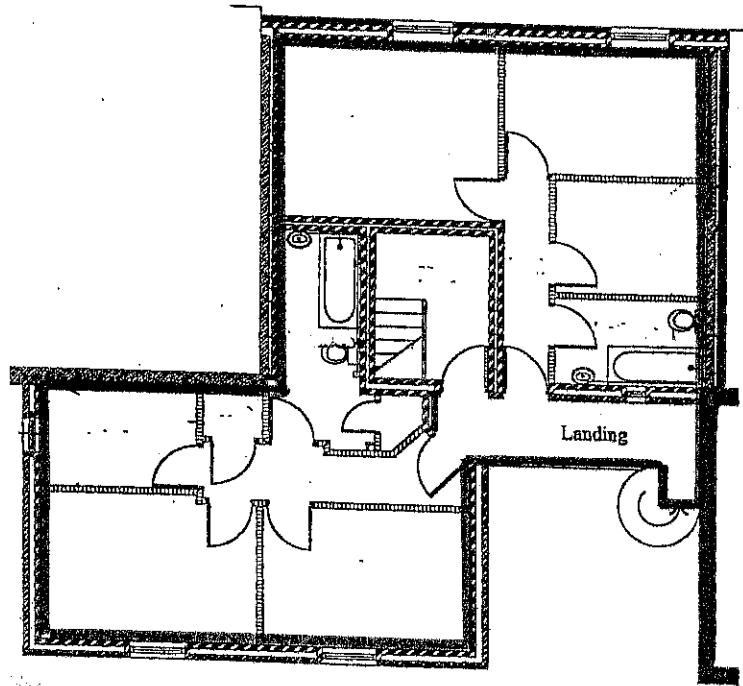
- (1) the right at any time to alter or add to any adjoining or neighbouring premises notwithstanding that the access of light or air to any windows of the demised premises

33 & 35 MARKET STREET, BIRKENHEAD

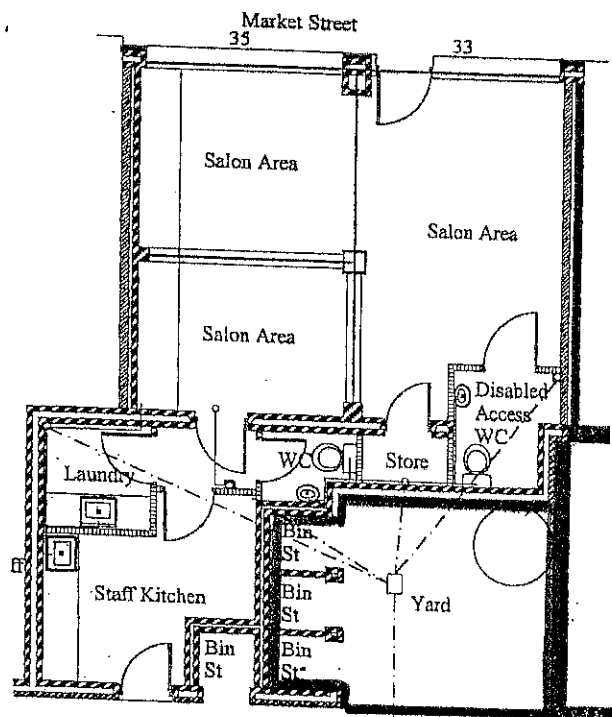
Second Floor



First Floor



Ground Floor



is thereby diminished

- (2) the free passage of water soil gas and electricity through the channels sewers drains watercourses pipes conduits and cables for the time being belonging to or running through or under the demised premises and the right to make connections with such channels sewers drains watercourses pipes and cables and any of them and to enter upon the demised premises at all reasonable times (and at any time in emergency) for the purpose of making connections with cleansing repairing and inspecting such channels sewers drains watercourses pipes conduits and cables
- (3) the right of support and protection by the demised premises for such parts of any adjoining premises of the Landlord as require support

THE THIRD SCHEDULE referred to

Authorised Guarantee

The Guarantor (here in this Third Schedule meaning the Tenant as intended assignor) covenants with the Landlord and (without the need for any express assignment) with all of its successors in title:

- 1 if the Tenant (here meaning the intended assignee) does not pay the Rent or any other sum properly payable to the Landlord under this Lease to pay to the Landlord within 21 days of demand the Rent or other sum and the expression "other sum" includes legal costs properly incurred by the Landlord in recovery of the same
- 1.2 if the Tenant is in breach of any provision of this Lease to remedy that breach on demand and to indemnify and keep indemnified the Landlord against all foreseeable losses suffered by the Landlord as a result of that breach.
- 1.3 in addition to the obligations set out in clauses 1.1 and 1.2 and if this Lease is disclaimed by the Tenant's trustee in bankruptcy or liquidator

- 1.3.1 . to pay to the Landlord within 21 days of demand an amount equal to the Rent and other sums of a recurring nature that would have been payable under this Lease for the period beginning on the date of disclaimer and ending on the earliest of:-
the date upon which the property is re-let and the Landlord hereby covenants with the Tenant to use its best endeavours to achieve such re-letting on terms in all respects no less favourable than this Lease at the earliest possible date
the expiry of the said term
- 1.3.2 . if the Tenant shall fail to exercise its Statutory right to an overriding Lease if requested by the Landlord after disclaimer to take from the Landlord a lease of the Property from the date of disclaimer for the residue of the said term outstanding at the date of disclaimer at the Rent payable at the time of disclaimer (or where a Rent review is pending at the time of disclaimer at the Rent that is subsequently agreed or determined under clause 2 to have been payable at the time of disclaimer) and upon the same terms as those contained in this Lease with all provisions of a periodical nature (including for example those relating to review of the Rent) expressed to apply on the actual dates that would have applied if this Lease had not been disclaimed
- 1.3.3 . to pay the reasonable costs of the Landlord properly incurred in relation to the disclaimer and where appropriate the grant of the lease to the Guarantor

THE FOURTH SCHEDULE referred to

Guarantors' Covenants

The Guarantors in consideration of the assignment of the residue of the Lease to the Assignee having been made at its request hereby jointly and severally covenant with the Landlord and

(without the need for an express assignment) with all its successors in title that :-

(a) the Tenant will pay the rent hereby reserved on the days and in manner aforesaid and will perform and observe all the Tenant's covenants hereinbefore contained and that in case of default in such payment of rent or in the performance or observance of such covenants as aforesaid the Guarantors will pay and make good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord **provided always** and it is hereby agreed that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the rent hereby reserved when the same becomes payable or to enforce performance of the several stipulations herein on the Tenant's part contained and any time which may be given to the Tenant by the Landlord shall not release or exonerate or in any way affect the liability of the Guarantors under this covenant

(b) in the event of the Tenant during the term hereby granted becoming bankrupt or being a company entering into liquidation and the trustee in such bankruptcy or liquidator disclaiming this Lease the Guarantors hereby covenant with the Landlord that they will accept from the Landlord a Lease of the demised premises for a term equal in duration to the residue remaining unexpired of the said term hereby granted at the time of the grant of such lease to the Guarantors such lease to contain the like lessee's and lessor's covenants respectively and the like provisos and conditions in all respects (including the provisos for re-entry) as are herein contained **provided always** that the Landlord within the period of six months after such disclaimer serves upon the Guarantors a notice in writing so to do

THE FIFTH SCHEDULE

The Rent and Rent Review

1. Definitions

For all purposes of this schedule the terms defined in this paragraph have the meanings specified

1.1. 'The Base Figure'

'The Base Figure' means the Index figure for the month preceding the day of _____ 20

1.2 'The Increase'

'The Increase' means the amount, if any, by which the Index for the month preceding the relevant review date exceeds the Base Figure

1.3 'The Index'

'The Index' means all items of the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department

1.4 'The Initial Rent'

The Initial Rent means the yearly rent ascertained in accordance with Clause 2 (2) of this Lease

1.5 'The First Review Date'

The First Review Date means the _____ day of

20 . "The Review Dates" means the First Review Date and every sixth anniversary of that date during the term granted by this Lease . References to "a review date" are references to any one of the Review Dates.

1.6. **'A review period'**

Reference to a 'review period' means a period beginning on any review date and ending on the day before the next review date, and qualified uses of the term are to be constructed accordingly

2. **Ascertaining the Rent**

2.1 **The Rent**

Until the First Review Date the Rent is to be the Initial Rent, and thereafter during each successive review period the Rent is to be a sum equal to the greater of the rent payable under this Lease immediately before the relevant review date or, if payment of rent has been suspended as provided in this Lease, the rent that would have been payable had there been no such suspension, or the revised rent that is ascertained in accordance with this schedule

2.2. **The revised rent**

The Rent for any review period is to be the Initial Rent plus the amount that bears the same proportion to the Initial Rent as the Increase bears to the Base Figure

2.3 **Changes in the Index**

If the reference base used to compile the Index changes after the date of this Lease the figure to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained

2.4 **Arbitration of problems**

If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or

question whatever arises between the parties as to the amount of the Rent for any review period or the construction or effect of this schedule, then the Rent for that review period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or, in the absence of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors, or any person authorised by him to make appointments on his behalf, on the application of either the Landlord or the Tenant. This is to be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996. The arbitrator is to have full power to determine, on such dates as he considers appropriate what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review and in view of the information assumed to be available for it. If that determination is also impossible, the arbitrator must determine a reasonable rent for the Premises on such dates as he considers appropriate, having regard to the purposes and intent of the provisions in this Lease for the review of the Rent.

2.5 Notice of the Rent payable

The Landlord must, before each review date, give notice to the Tenant of the amount of the Rent for the next review period.

2.6 Memoranda of the Rent payable

Whenever the Rent has been ascertained in accordance with this schedule, memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect,.