On behalf of: Claimant
Witness: P.G. Hume
No. of witness statement: 1
Exhibit: PGH1 (and PGH2 separately)
Date: 03.07.2026

IN THE HIGH COURT OF JUSTICE
OF ENGLAND AND WALES
LEEDS DISTRICT REGISTRY
KING'S BENCH DIVISION

CLAIM NO:

PURE GYM LIMITED

Claimant

and

PERSONS UNKNOWN SEEKING TO ENTER OR REMAIN ON THE CARPARKS OF THE CLAIMANT'S GYMS WITH CARAVANS, MOBILE HOMES OR TRAILER TENTS AT ITS GYM SITES IDENTIFIED ON THE PLANS ATTACHED TO THIS ORDER

Defendant

EXHIBIT PGH1

I, Phillip Graham Hume, identify and verify that this **Exhibit PGH1** is the exhibit referred to and labelled "**PGH1**" in my Witness Statement dated 3 July 2026

Signed Phillip Hume.....

Name Phillip Hume.....

Date 03.07.2026.....

List of documents

1. Membership Terms and Conditions (25.03.2026)
2. Gym Rules (25.03.2026)
3. Full Site Plan (17.06.2026)
4. VPEX Report (13.03.2026)
5. Denton Plan
6. Denton Lease (16.04.2015)
7. Denton Leasehold Title Register (26.05.2026)
8. Stockport North Plan
9. Stockport North Lease (29.01.2021)
10. Stockport North Leasehold Title Register (27.05.2026)
11. Stockport South Plan
12. Stockport South Lease (30.11.2012)
13. Stockport South Deed of Variation (07.12.2015) (Containing Superior Lease (03.02.1999)
14. Stockport South Leasehold Title Register (15.05.2026)
15. Moston Plan
16. Moston Lease (05.10.2012)
17. Moston Headlease (15.05.2000)
18. Moston Leasehold Title Register (27.05.2026)
19. Debdale Plan
20. Debdale Lease (02.09.2013)
21. Debdale Leasehold Title Register (27.05.2026)
22. Knaresborough Plan
23. Knaresborough Lease (23.03.2023)
24. Knaresborough Leasehold Title Register (21.04.2026)
25. Sheffield South Plan
26. Sheffield South Lease (15.09.2025)
27. York Plan
28. York Lease (13.09.2013)

29. York Leasehold Title Register (27.05.2026)
30. Email correspondence with VPEX (25.09.2025)
31. Denton Website (unknown)
32. Denton Parking Signage Photograph (unknown)
33. Email correspondence (10.04.2024)
34. Email correspondence (20.08.2025)
35. CEAL Cost Spreadsheet (unknown)
36. Email correspondence (28.10.2025 – 29.10.2025)
37. VPEX Invoice (03.11.2025)
38. Zora Defence Notice (16.12.2025)
39. VPEX Invoice (19.12.2025)
40. Screenshots of CCTV Footage (Footage from 18.12.2025)
41. Photograph of B[redacted] (19.12.2025)
42. Zora Defence Notice (19.12.2025)
43. VPEX Invoice (05.01.2026)
44. VPEX Invoice (23.01.2026)
45. Screenshots of CCTV Footage (Footage from 05.03.2026 and 06.03.2026)
46. Email Correspondence (05.03.2026 – 06.03.2026)
47. Zora Defence Notice (06.03.2026)
48. VPEX Invoice (11.03.2026)
49. Email Correspondence (10.03.2026 – 17.03.2026)
50. Zora Defence Notice (16.03.2026)
51. Clearway Invoice (13.03.2026)
52. VPEX Invoice (18.03.2026)
53. VPEX Invoice (25.03.2026)
54. Nurture Landscapes Invoice (24.03.2026)
55. Email Correspondence (23.03.2026)
56. Email Correspondence (26.03.2026)
57. VPEX Invoice (20.04.2026)

58. VPEX Invoice (03.06.2026)
59. Email Correspondence (29.03.2026)
60. VPEX Incident Report (28.03.2026)
61. Screenshots of CCTV Footage (Footage from 28.03.2026)
62. Screenshots of Video Footage (Footage from 28.03.2026)
63. Member Feedback (unknown)
64. Claimant Data (unknown)
65. Stockport North Website (unknown)
66. Stockport North Signage Photographs (unknown)
67. Screenshots of CCTV Footage (Footage from 07.03.2026)
68. Email Correspondence (07.03.2026 – 09.03.2026)
69. Zora Defence Notice (08.03.2026)
70. Screenshots of CCTV Footage (Footage from 09.03.2026)
71. VPEX Invoice (10.03.2026)
72. VPEX Invoice (20.04.2026)
73. Stockport South Website (11.06.2026)
74. Stockport South Signage Photographs (01.06.2026 and 11.06.2026)
75. Email Correspondence (29.05.2026 – 30.05.2026)
76. VPEX Invoice (03.06.2026)
77. Moston Website (06.04.2026)
78. Email Correspondence (04.02.2022)
79. Email Correspondence (31.10.2025)
80. VPEX Invoice (03.11.2025)
81. Email Correspondence (09.03.2026)
82. Screenshots of CCTV Footage (Footage from 09.03.2026)
83. Email Correspondence (09.03.2026 – 10.03.2026)
84. Zora Defence Notice (10.03.2026)
85. VPEX Invoice (12.03.2026)
86. VPEX Invoice (20.04.2026)

87. Debdale Website (unknown)

88. Debdale Signage Photograph (unknown)

89. Email Correspondence (19.08.2024)

90. Email Correspondence (04.10.2024)

91. Email Correspondence (19.08.2024)

92. Email Correspondence (24.08.2025)

93. VPEX Invoice (20.04.2026)

94. Barrier Invoice (15.12.2024)

95. Knaresborough Website (07.04.2026)

96. Email Correspondence (10.11.2025 – 11.11.2025)

97. VPEX Invoice (13.11.2025)

98. Photographs (20.11.2025 – 21.11.2025)

99. VPEX Invoice (24.11.2025)

100. Zora Defence Notice (23.01.2026)

101. VPEX Invoice (27.01.2026)

102. Email Correspondence (06.03.2026)

103. Photographs (06.03.2026)

104. Email Correspondence (05.03.2025 – 06.03.2026)

105. VPEX Invoice (11.03.2026)

106. Email Correspondence (10.03.2026)

107. VPEX Invoice (12.03.2026)

108. Email Correspondence (13.03.2026 – 14.03.2026)

109. VPEX Invoice (18.03.2026)

110. VPEX Invoice (03.06.2026)

111. VPEX Invoice (20.04.2026)

112. VPEX Invoice (02.06.2026)

113. Email Correspondence (17.03.2026 – 19.03.2026)

114. Email Correspondence (23.03.2026)

115. Email Correspondence (27.03.2026)

116. Email Correspondence (13.05.2026 – 14.05.2026)

117. Email Correspondence – VPEX Report (15.05.2026)

118. VPEX Invoice (20.05.2026)

119. Screenshots of Member Feedback (05.03.2026 – 17.03.2026)

120. Screenshot of Claimant Data (unknown)

121. Email Correspondence (08.03.2026 – 09.03.2026)

122. Sheffield South Website (07.04.2026)

123. Sheffield South Signage Photographs (unknown)

124. VPEX Invoice (20.11.2025)

125. VPEX Invoice (09.12.2025)

126. Zora Defence Notice (17.12.2025)

127. VPEX Invoice (19.12.2025)

128. VPEX Invoice (23.01.2026)

129. Zora Defence Notice (08.01.2026)

130. VPEX Invoice (12.01.2026)

131. VPEX Invoice (06.02.2026)

132. VPEX Invoice (16.02.2026)

133. York Website (07.04.2026)

134. Email Correspondence (18.05.2026)

135. Email Correspondence – VPEX Report (26.05.2026)

136. VPEX Invoice (28.05.2026)

137. Hazel Grove Plan

138. Hazel Grove Lease (23.05.2026)

139. Hazel Grove Leasehold Title Register (12.06.2026)

140. Hazel Grove Website (07.04.2026)

141. Mansfield Plan

142. Mansfield Lease (10.10.2012)

143. Mansfield Leasehold Title Register (27.05.2026)

144. Mansfield Website (07.04.2026)

145. Hyde Lease (09.04.2026)

146. Hyde Application Enquiry (12.06.2026)

147. Hyde Website (11.06.2026)

148. Sheffield Crystal Peaks Plan

149. Sheffield Crystal Peaks Lease (04.05.2023)

150. Sheffield Crystal Peaks Website (07.04.2026)

151. Sheffield South Leasehold Title Register (25.06.2026)

Get £0 joining fee. Use code: ZEROJF. Hurry, ends Tuesday! Selected gyms only

Gym User Terms and Conditions – 17th March 2026

These terms and conditions ("Terms and Conditions") and the Gym Rules (see HERE) apply to all users of PureGym gyms whether the user is a PureGym member or a guest of a member who is using a gym under our Bring a Guest offer. References to "you" in these Terms and Conditions apply to all users of our gyms. If you use a PureGym gym, you will be bound by these Terms and Conditions and the Gym Rules.

Quick guide to key terms

Please take the time to read these Terms and Conditions in full, as well as the Gym Rules, as they form part of this contract between you and us.

This section contains a quick guide to the key parts of these Terms and Conditions, but you must read the Terms and Conditions and Gym Rules in full, because this quick guide is not a complete summary and is only intended to provide you with an overview of the key terms, not all of the terms.

- You must keep your membership fees up to date.
- You must comply with the Gym Rules.
- Your use of our gyms is unsupervised. Your safety is your responsibility, and we are not responsible for any injury, loss or damage suffered by you which is not caused by our breaking this contract, by our negligence or by our

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breaking the law. Please see HERE for more details about our responsibilities and the limits to our responsibilities.

- We are not responsible for the loss of or damage to of any belongings / property or any theft of your belongings / property which you bring into one of our gyms (whether or not you use a locker) unless the loss or damage is caused by our negligence.
- You must comply with our Pin Policy (see HERE).
- You have a "cooling-off" period to change your mind and cancel your membership (see HERE for more details, including about when you might lose your right to change your mind and cancel). Some types of subscription memberships may entitle you to additional cooling-off periods upon expiry of an introductory period or on renewal in certain circumstances – please check the details for the type of membership you have chosen.
- Separate to the "cooling-off" period, if you have a flexible Monthly Membership, you can cancel your membership at any time by giving us notice in one of the ways set out in these Terms and Conditions. Learn more about how to do this and when your membership will end HERE.
- We can cancel your membership and end this contract in certain circumstances (see HERE).

WHERE TO FIND INFORMATION ABOUT US AND OUR SERVICES

1. We are Pure Gym Limited, a company registered in England and Wales. Our company registration number is 06690189 and our registered office is at Town Centre House, Merrion Centre, Leeds LS2 8LY. Our registered VAT number is 165 8808 68.
2. If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing us at member.services@puregym.com.

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HOW TO JOIN / PURCHASE A NEW TYPE OF MEMBERSHIP

1. Before you first use any of our gyms, you must have done the following as part of the join-up process: (i) completed your details on our join-up page (either for members or for guests), (ii) confirmed that you have read and you agree to the health agreement declaration, (iii) confirmed that you have read and you agree to these Terms and Conditions and the terms applicable to the type of membership you have chosen, (iv) if you are purchasing a membership, made payment of the amount required for the first payment for the type of membership you have chosen. Once you have completed these steps, we will contact you to let you know whether your membership application / application to use our gym as a guest has been accepted and the terms of the contract between us and you.
2. You must read the health agreement declaration (a link to which is HERE) carefully and must not confirm your agreement to it unless the confirmations set out in it are accurate for you. We will rely on your agreement to the health agreement declaration.
3. You must make sure that all of the details you give us during the join-up process are accurate and complete.
4. We do not have to accept your application to use our gyms. We can reject your application, for example if we have cancelled a previous membership held by you because you have broken our terms and conditions and gym rules then in effect, or if we reasonably believe that letting you use our gyms could pose a risk to us, you, or other users.
5. At the point at which we send you an email to confirm your purchase and receipt for your first payment, a binding contract will come into existence between you and us. We refer to this binding contract as “this contract” in these Terms and Conditions. These Terms and Conditions and the Gym Rules will be terms of this contract, along with any other terms applicable to the membership option you have selected in the join-up process.
6. Disabled access: If you tick the ‘disabled access’ box upon joining, your membership will be temporarily put on hold. You must then contact your home gym manager, whose details will be sent to you in a follow-up email to organise a disabled access induction. During this, you can discuss any needs you have, we will discuss with you any required Personal Emergency Evacuation Plan (PEEP) and you will be shown how to use the easy access

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facilities. The gym manager will then remove the hold on your membership and confirm on our systems that any required PEEP is in place which will allow you unrestricted access to the gym. The disabled access induction is mandatory. If for whatever reason the PEEP form is not marked as completed but your membership is taken off hold, you will have restricted access hours for the gym. These will be communicated to you by email.

7. The email we send you to confirm your application to use our gyms has been accepted will include information about using our gyms including the Gym Rules and our Safety and Security guidance (including the first aid and emergency procedures document and our guidance on staying safe in the gym whilst it is unstaffed). For your own safety you must familiarise yourself with all of this guidance.
8. We charge you for the first payment relating to your membership when you click “Pay Now” to purchase the type of membership you have chosen. For Monthly Membership and some other types of membership we will then take further payments at regular intervals, as explained to you during the order process.
9. In some locations you can choose to delay the start date of your membership by up to 1 month. If you want to bring this date forward, please contact us at member.services@puregym.com and we will be happy to discuss your options.
10. You will be entitled to the rights for the type of membership chosen which are set out in the information given to you before you commit and the confirmation email sent to you. References in these Terms and Conditions to use of the gym includes use of our core classes which are included in a member’s membership.
11. You agree to tell us immediately of any change to the details you give us during the join-up process.
12. You cannot transfer this contract to anyone else or let anyone else use the rights under this contract. If you do let anyone else use one of our gyms under this contract we have with you, we can end this contract immediately by giving you notice by email.

EXERCISING SAFELY

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1. **Unsupervised exercise**: We do not supervise your exercise or your use of the gym machines and equipment at our gyms. You must take all steps within your control to use the gym safely and to avoid injury to yourself and others when using our gyms.
2. **Responsibility for fitness / deciding whether to use gyms is yours:** You must make sure you are capable of safely undertaking unsupervised exercise at our gyms, taking into account your fitness level, strength, any health conditions, weaknesses, injuries or illnesses you have (or have had in the past), and your familiarity with using gyms and gym machines and equipment, and if you are unsure you should seek advice from your doctor. If there are any changes in your health, fitness level or strength (including recent illnesses, injuries and new or worsened health conditions) it is your responsibility to decide whether to continue exercising in our gyms and using our gym machines and equipment. Our staff are not authorised by us to advise whether you are capable of safely exercising in the gym, and you should not rely on any advice given by them.
3. **Exercise within your limits**: You must make sure you exercise within your limits and seek advice from your doctor if you are unsure what is and is not advisable for you to do.
4. **Gym machines and equipment**: Our gyms have gym machines and equipment which could cause injury to you or others if not used properly. Many of our gym machines and equipment have instructions and you should take your time to understand those instructions before using them and you must only use those gym machines and equipment in accordance with the instructions. Some of the gym machines and equipment in our gyms do not have instructions for use, and you must only use those gym machines and equipment if you know from your previous experience how to use them safely. If you are unsure as to how to use any of the gym machines or equipment, please seek advice from a qualified member of Pure Gym staff before using such gym machines or equipment.
5. **Inductions**: We offer inductions to show users how to use some of the gym machines and equipment, but we do not make you complete an induction (save for the disabled access induction described above), and our inductions will not cover how to use all the gym machines and equipment. It is up to you to decide whether to have an induction. Whether or not you have an induction, it will not change your responsibilities or ours under this contract.
6. **Gym Rules**: You must keep to the Gym Rules.

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7. **Emergency help points and safety stations**: You must make sure you know where the emergency help points, emergency exits, and safety stations are in the gym you use.
8. **Slip and trip hazards:** You must take care when using the gym to avoid slip and trip hazards such as loose weights, personal belongings of other users and spilt liquids.
9. **What to do if you feel unwell or injure yourself:** You should ask for help if you feel unwell, injure yourself, or are concerned for your safety or wellbeing. If a PureGym member of staff is not on hand, you should use one of the red emergency help points located around the gym. We have a remote CCTV team in place 24/7 (which can see all areas of the gym other than the changing rooms) who will be able to call the on-call gym team or emergency services if necessary.
10. **Reporting accidents:** You must report any accident or injury you have whilst using any of our gyms by notifying a PureGym member of staff or by notifying our member services team on member.services@puregym.com.

COOLING-OFF PERIOD: YOUR LEGAL RIGHT TO CHANGE YOUR MIND AND CANCEL

1. **Cancellation right in cooling-off period**: You are entitled to cancel your membership and receive a full refund of any fees paid if you let us know no later than 14 days after the date when this contract came into existence (the cooling-off period). However, if you select to commence your membership immediately, or you ask us to start your membership before the cooling-off period has ended, you agree that if you subsequently cancel your membership within the cooling-off period, then we will give you a refund of any monies paid less an amount to reflect your usage of the gym up to the date of cancellation. If you have purchased one of our Day Passes and have asked us to start your Day Pass before the cooling-off period has ended, then once the Day Pass has expired you will have no right to cancel your Day Pass even if the cooling-off period is still ongoing.

2. **How do I cancel within the 14-day period?** If you change your mind, contact member.services@puregym.com to let us know. If you are due a refund, we will refund you the amount due as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We do not charge a fee for the refund.
3. **Renewal cooling-off periods:** Some types of subscription memberships may entitle you to additional cooling-off periods (for example upon expiry of an introductory period) – please check the details for the type of membership you have chosen.

MEMBERSHIP FEES AND PAYMENT – MONTHLY MEMBERSHIP

1. The joining fee (if one is payable) and first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase, or by direct debit approximately 5 working days from the date when we accept your application to join. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement and entitle the member to an induction session, bookable online.
2. If you are looking to upgrade your membership there may be an administration fee charged at the point at which you upgrade. We will tell you about this fee before we process your upgrade.
3. Your second direct debit for monthly membership fees only will be collected one month after you joined, unless you joined prior to your gym opening in which case they will be collected one month after the gym opened. Subsequent direct debits for monthly membership fees will be collected monthly thereafter.
4. If any direct debit is returned unpaid or if any other form of payment is not honoured for whatever reason, and you then pay your missed payment online, we will charge you an administration fee of £5. If however after your first failed payment we try to take payment again automatically and it fails, we will charge you a £20 administration fee. If, despite us having notified you of a missed payment, you do not make that payment within the time limit we require or if further payments are missed, we will cancel your membership immediately and notify you that we have

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done so. We may (but we are under no obligation to) present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due.

5. If the rate of VAT changes after the date when you purchase your monthly membership, we will adjust the rate of VAT that you pay on any fees due by you from the date on which the change in the rate of VAT takes effect.

WE CAN CHANGE THE FEES PAYABLE BY YOU FOR MEMBERSHIP

1. From time to time we may increase the fees for our flexible Monthly Membership (meaning the price you pay monthly for your flexible Monthly Membership). We will give you at least 30 days' notice of any incoming price increase and will make it clear when the price increase will take effect and how much your membership will cost after the increase. During this 30-day period, you will have the right to cancel your membership at any point by cancelling your direct debit within the members area of the PureGym app or website using our Online Cancellations service. You can also cancel directly with your bank, allowing 4 working days for the bank to action this. If you do not cancel the membership by the date given to you in the notice on which the change in price takes effect, then your Monthly Membership with continue and the price of your Monthly Membership will be automatically increase in accordance with our notice.

YOU CAN CANCEL YOUR MEMBERSHIP AND END THIS CONTRACT

FREEZING YOUR MEMBERSHIP

You may be entitled to freeze your membership either at a cost or for no charge depending on the type of membership you have. Please refer to the details of your membership entitlements sent to you in your joining email.

HOW TO CANCEL A MONTHLY MEMBERSHIP

1. For flexible Monthly Memberships, your membership auto-renews monthly and we will continue to take the Monthly Membership fees by direct debit unless and until you or we cancel your membership.
2. You may terminate your Monthly Membership at any point by cancelling your direct debit within the Members' Area of the PureGym app or website using our Online Cancellations service up to 4 working days before your payment date. You can also cancel directly with your bank, allowing 4 working days for the bank to action this.
3. In the above circumstances your Monthly Membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

HOW TO CANCEL A FIXED TERM MEMBERSHIP

1. If you have purchased a Fixed Term Membership for 6, 9 or 12 months (the Fixed Term), your membership will (unless you cancel or we cancel under the terms of this contract) run for the length of the Fixed Term and then automatically terminate. There is no auto-renewal of Fixed Term memberships, and they do not roll over onto Monthly Membership at the end of the Fixed Term.
2. You can cancel a Fixed Term membership before the end of the Fixed Term by contacting us on member.services@puregym.com and you will be entitled to ask for a refund of 50% of the pro-rata'd proportion of the fees paid for the Fixed Term which relate to the period from the date on which you give us notice to the last day of the Fixed Term.

DAILY MEMBERSHIP TERMS & CONDITIONS

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1. Daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
2. Your membership will be activated on the date you specified, running till midnight of the specified date.
3. You will be entitled to all the rights and privileges exercisable for daily membership as notified to you.
4. You cannot transfer this daily membership to anyone else nor transfer to another date.
5. Day passes are non-refundable.
6. You are entitled to cancel your daily membership the earlier of: (1) 14 days after the date of purchase as long as the date you specify for your daily membership to start is more than 14 days after the date of purchase; or (2) up to the day before the date on which you selected your daily membership to activate. If you cancel during this period, you will receive a full refund. After this period the fee for the day pass is not refundable

CANCELLATION OF COMMIT & SAVE MEMBERSHIPS AND OTHER TYPES OF MEMBERSHIP

1. If you have a Commit & Save Membership or a type of membership other than flexible Monthly Membership, a Day Pass or a Fixed Term Membership, then the terms and conditions applicable to the cancellation of that type of membership will be specified in the information provided to you on your purchase of that type of membership.

PIN POLICY

1. **Access Device**: This is the device, key-fob, QR code or any other security hardware device with built-in authentication equipment provided to you by us to enable you to securely access the relevant gym in accordance

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with the terms of your membership. Only one Access Device can be registered to an account at any time. If you lose or misplace the Access Device you must contact member.services@puregym.com immediately.

2. **Only you must use your PIN number / Access Device**: Your PIN number / Access Device is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your PIN number / Access Device secure and confidential at all times. The PIN number / Access Device remains our property at all times.
3. **Use of PIN numbers is monitored**: In the interests of the safety and security of all our members, use of PIN numbers and Access Devices is monitored and individuals using PIN numbers / Access Devices may be asked to provide proof of identification.
4. **What we will do if we think your PIN number / Access Device has been misused**: If we believe that your PIN number / Access Device has been used by another individual or individuals we may decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your PIN number / Access Device has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of the result of our investigation and what we are going to do, which may include one or more of the steps set out in paragraph 5 below.
5. **Our right to impose additional fees and/or cancel your membership:** If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your PIN number or Access Device was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take any one or more of the following steps, which are in addition to any other legal rights that we may have: (a) to give you a written warning demanding that you take steps to prevent further abuse of your PIN Number or Access Device; (b) either at the same time as the written warning or as a later step, to apply a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the price of a day pass (that applied at the time of use) for each occasion on which your PIN number / Access Device was used by that individual/those individuals; or (c) in the event of serious misuse of your PIN number / Access

Device, for example, your PIN number or Access Device has been used on repeated occasions or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, without a refund.

6. **Your responsibility for another's conduct**: If we have reasonable grounds for believing that you provided your PIN number / Access Device to another individual or individuals, or allowed unauthorised entry following your entry to the gym (known as tailgating) in addition to our rights referred to in paragraph 5 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and you may be required to pay us compensation for any loss we suffer as a consequence of that conduct.

WE CAN CANCEL YOUR MEMBERSHIP AND END THIS CONTRACT

1. If you break these Terms and Conditions or the Gym Rules, we may choose to give you a written warning instead of ending this contract (cancelling your membership), but we do not have to give you a written warning before ending this contract.
2. We can end this contract (which means cancelling your membership) immediately by giving notice to you by email, and we can claim from you any compensation due to us for loss we have suffered (including, in the case of a Commit & Save membership, the early termination charge set out in the in the information provided to you on your purchase of your Commit & Save membership) if:
   a. you don't make any payment to us when payment is due; or
   b. you break any of the following Gym Rules:

      1. the rule not to share your PIN number or QR code with anyone or allow anyone else to use it or tailgate you into the gym (which means following you in without using their own PIN number or QR code);
      2. the rule not to use the gym whilst under the influence of alcohol, narcotics, tranquilisers or any medication or other substance which may affect your ability to exercise safely;

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3. the rule not to behave in an aggressive, abusive, violent, or threatening manner whilst on our premises;
4. the rule not to behave in an anti-social manner when on our premises, for example by making unwanted advances of a sexual nature to other gym users or PureGym staff members, or by staring or cat calling at other users or PureGym staff members, or by engaging with other users after they have asked you to leave them alone; or

c. you repeatedly breach any of the Gym Rules (which means you commit 2 or more breaches of the Gym Rules in one month, or 6 or more breaches of the Gym Rules in any 6-month period); or

d. you do not, within a reasonable time of us asking for it, provide us with information that we need (and that we told you we needed) in order to provide the service or comply with our legal requirements;

e. we reasonably believe that if you continued to use the gym there is a risk of harm to yourself, any other user of the gym, or any member of PureGym staff; or

f. we reasonably believe that if you continued to use the gym there is a real risk of damage to our reputation or any part of our business.

OUR RESPONSIBILITIES AND THE LIMITS TO OUR RESPONSIBILITIES

1. **What PG is responsible for:** We are responsible for:

   a. keeping to all laws and regulations (including health and safety regulations and fire safety regulations) applicable to our business;

   b. ensuring that PureGym employees are suitably qualified for the roles they are employed to do and for ensuring that they are given training to the standards required by law; and

   c. marking gym machines or equipment as faulty after becoming aware that such gym machine or equipment is faulty.

PGH1-13

2. **What PG is not responsible for:** We are not responsible for:
   a. any injury, loss or damage suffered by you which is not caused by our breaking this contract, by our negligence or by our breaking the law;
   b. any injury, loss or damage suffered by you which is caused by an event or a series of events outside our control except where (i) it was obvious that that event or series of events might happen, and (ii) we are responsible under this contract or under the law for taking steps to avoid that event or series of events occurring or to minimise the impact of that event or series of events occurring, and (iii) we had not taken the steps we were required to take under this contract or under the law;
   c. any injury, loss or damage suffered by you which you could have avoided by taking reasonable action including keeping to our Gym Rules;
   d. any loss of or damage to your belongings / property or any theft of your belongings / property from the gym unless the loss or damage is caused by our negligence (this includes any belongings / property you choose to store in the lockers provided by us (see the Lockers section below);
   e. any injury, loss or damage suffered by you which relates to any personal training services which you choose to use. (When PureGym staff provide personal training services to you, they are doing this as self-employed service providers (not as employees of PureGym), and these Terms and Conditions do not apply to those personal training services. Please see the section Personal Trainers for further information.);
   f. losses you suffer caused by us breaking this contract or by our negligence if the loss is unforeseeable (which means it was not obvious that it would happen).
3. **Your legal rights:** As a consumer, you have legal rights in relation to any services which we provide that are not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect those legal rights.

WE CAN CLOSE A GYM PERMANENTLY OR STOP PROVIDING ANY SERVICES FROM ANY OF OUR GYMS

PGH1-14

We can close any of our gyms permanently or stop providing one or more services from any of our gyms. We will let you know at least 30 days in advance and we will refund any sums you've paid in advance for services which won't be provided.

WHAT HAPPENS IF THE GYM IS CLOSED TEMPORARILY?

1. We may sometimes have to close or restrict access to the gym temporarily. This may be due to renovation or maintenance work, damage, repairs, cleaning, health or hygiene measures or for other operational reasons. Where possible, we will try to notify you in advance of any such closure.
2. If we are unable to provide you with access to the gym for reasons outside of our control, we will notify you as soon as possible after the event.
3. Please note that we may continue charging you during this time. If the gym remains closed for more than 72 hours, you can contact us by email at member.services@puregym.com to claim a refund for any membership fees you have paid in advance for the days the gym is closed.
4. Your right to cancel your membership remains the same. Please refer to the *You Can Cancel Your Membership and End This Contract* section of these Terms & Conditions for more detail.
5. PureGym will not be responsible for reimbursing you for any monies owed by you to a personal trainer for any period during which the gym or part of it is closed.

WE CAN ASK YOU TO LEAVE OUR PREMISES

If you break any of your obligations under this contract, we may ask you to leave the PureGym premises immediately. If we make this request (whether by our staff or via the remote CCTV operator), you must leave the premises immediately.

LOCKERS

1. We provide lockers for your use in many of our gyms. The lockers we provide do not have locks on them, and if you wish to lock your belongings away in our lockers, you must bring your own padlock and key.
2. You must only use lockers for the duration of your training session. Lockers may be emptied at night and items in those lockers will be removed to lost property. Padlocks may be broken to gain access and will not be replaced by PureGym. We do not take responsibility for any item held in lost property. Such items will be kept for no longer than one week after which time the items will either be donated to charity or destroyed. In Scotland, and to comply with the Civic Government of Scotland Act, valuable items of lost property will be passed to the local Police Station at the earliest convenience and all other items of lost property will be taken to the Regional Custodies Department in bulk.
3. We are not responsible for any personal property left in lockers on our premises - anything you leave in one of our lockers is left at your own risk (whether the locker is locked or unlocked).
4. We are not responsible for any theft of any personal property from anywhere in the gym, including any personal property that is left in lockers. We recommend that you make sure that your household contents or other insurance policy protects you against any risk of theft or loss of your personal property when using our gyms.

CHANGING ROOMS

1. We provide a range of changing facilities for our users. We provide in all gyms:
   a. separate-sex communal changing rooms (based on biological sex); and
   b. an individual use, accessible, gender-neutral changing room.

PGH1-16

2. The separate-sex communal changing rooms are designated for use by individuals according to their biological sex.
3. Separate-sex changing rooms are locked between 11pm and 5am and can be entered using your 8-digit PIN on the keypad outside. Our individual use, accessible, gender-neutral, changing room remains unlocked during this time.

PERSONAL TRAINERS

1. Only PureGym licensed personal trainers are permitted to train members in the gym unless granted express permission in writing from PureGym central support. Anyone else providing users with personal training will be asked to leave the gym immediately.
2. Personal training is arranged directly with the personal trainer and not with Pure Gym Limited. This means that the personal trainer (not Pure Gym Limited) provides personal training services to you. Personal trainers do not provide their personal training services on behalf of PureGym, even if the personal trainer is wearing PureGym branded clothing.

UNDER 18s

1. You are not permitted to access the gym unless you are at least 16 years old.
2. In line with industry guidance users under the age of 18 are not permitted to attend group exercise classes, workshops, or inductions or receive personal training services. If you are a user who is under the age of 18 you must not try to sign up to group exercise classes, workshops or an induction or try to engage a personal trainer on PureGym premises.

PGH1-17

BRING A GUEST / GUEST PASS

1. If you request a Guest Pass, we will ask your nominated guest to first review and accept these Terms and Conditions and complete the health agreement declaration.
2. It is the responsibility of the member who nominated the guest to ensure that their nominated guest is familiar with the Gym Rules and our Safety and Security guidance.

WE CAN CHANGE OUR SERVICES AND THESE TERMS AND CONDITIONS

1. We can make changes to our service (the way we operate our gyms) without giving you notice in advance:
   a. where we are required to do so by law to reflect changes in relevant laws and regulatory requirements; or
   b. to address an urgent issue where there is a risk of harm to users (for example to address a security threat); or
   c. to make minor technical adjustments and improvements which do not have an impact on your use of our gyms.
2. Changes we can only make if we give you notice and an option to cancel: We can also make other changes to our service or these Terms and Conditions, but if we do so we will notify you and you can then contact us on member.services@puregym.com to cancel your membership and end this contract before the change takes effect and receive a refund for any services you have paid for in advance, but not received.

OTHER TERMS APPLICABLE TO THIS CONTRACT

PGH1-18

1. We may transfer our rights under this contract to another organisation who will then be responsible for supplying the service under this contract to you as long as we give you notice and as long as your rights under this contract are not affected by that transfer. If when we tell you about the transfer you want to cancel your membership, you can do so for a refund of any unused part of your membership as at the date of cancellation.
2. You cannot transfer this contract with us to someone else because we require all users to sign up to our Terms and Conditions and to complete a health agreement declaration which is personal to them. You may have a right to cancel your membership (depending on the membership type you have chosen) in the ways described in these Terms and Conditions and the terms applicable to your membership type.
3. This contract is governed by English Law, or if you live in Scotland, by the laws of Scotland. You agree that if you live in England or Wales, you can claim against us and we can claim against you in relation to any dispute which we are unable to resolve between us in the courts of England and Wales or, if you live in Scotland, in the Scottish courts.

YOUR PERSONAL INFORMATION

1. How we use any personal data you give us is set out in our Privacy Notice. To view our Privacy Notice click here.

Additional Terms and Conditions

Reformer Pilates and Premium Classes

PGH1-19

As a PureGym member, you have the opportunity to purchase premium group exercise classes at selected centres. You can see the specific gyms in the App.

To be able to buy and book group exercise classes, members must be over 18 years old.

1. All chargeable classes must be paid for at the time of booking. If cancelled 24 hours before class starts credit will be added to your account.
2. Members must arrive promptly for class start times; late arrival may result in being refused entry to the class.
3. Members are recommended to book in advance to ensure that a class has space for them.
4. Bookings for chargeable classes are for over 18 only.
5. If you do not turn up to a class booking a cancellation policy will apply.

Payment Terms:

1. All bookings for chargeable group exercise classes must be paid for in advance.
2. Payments can be made via credit card/debit card/online payment portal.
3. No spot in the class is confirmed until full payment has been received.

Non-Refundable Policy:

1. All payments for chargeable group exercise classes are non-refundable.
2. Once a payment is confirmed, refunds will not be issued for any reason, including but not limited to: change of mind; inability to attend due to personal circumstances; scheduling conflicts.
3. This policy applies regardless of the amount of notice given prior to the class date.

Cancellation Policy:

If you cancel:

PGH1-20

- A booked class before 24 hours of the class, we will add credit back to your account to book another class.
- A booked class within 24 hours of the class the booking will be considered used, and no refunds, rescheduling, or credits will be issued.

If PureGym cancel:

- A specific class, you will be given the option to be transferred to another class of the same value or receive a full credit to your account towards future bookings.
- All classes in the gym you have bought classes to, a refund will be processed within 7 working days to you.

Booking Rights:

1. Members must arrive promptly for class start times, late arrival may result in being refused entry to the class.
2. Members are recommended to book in advance to ensure that a class has space for them.
3. Bookings are non-transferable to another person or account.
4. PureGym reserves the right to modify class schedules, including instructors and formats, without notice. These changes will not entitle attendees to a refund
5. The Group Exercise amount is valid for a 2 months period, and will not be refunded it not used.

PROMOTION TERMS

1. PureGym Ltd reserves the right to end any promotion without warning at any time.
2. From time-to-time PureGym may offer a prize award as part of a survey.
3. There is one prize allocated to be won for a specific survey, and one winner will be drawn at random from all who have completed the survey within the time-period specified in the survey invite.
4. The Prize is not transferrable or redeemable for cash.

5. By participating in a survey and prize draw you acknowledge receipt of our Privacy Notice, and give consent to PureGyms use of your personal data provided trough your survey participation.
6. Any prizes offered by PureGym must be claimed within 21 Days of announcement of the winners. PureGym have 45 days to issue any prize
7. All Gym challenges are subject to fair play which is managed in club. Any recorded reps or times must be verified and signed off by a PureGym team member.
8. Pure Gym reserve the right to redeem any prize in the form of a voucher or pre purchased credit.
9. Zero Joining Fee offers exclude pre-opening offer gyms.

DAY PASSES

1. Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
2. Free passes have no resale value, and cannot be exchanged for cash or any other product or service.
3. Passes must be used on consecutive days
4. Free passes should be booked to start before the advertised expiry date. Any passes set for redemption after this date may be cancelled without warning.
5. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
6. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
7. You cannot transfer this daily membership to anyone else nor transfer to another date.
8. Day passes are non-refundable.

STUDENT MEMBERSHIP (VIA UNiDAYS)

PGH1-22

1. Discount is available to verified UNiDAYS members only and is non-transferable. Student fixed-term membership discount is based on the cost of standard monthly (Core) memberships. All student memberships are subject to PureGym's membership rules and terms and conditions. Available at open clubs only and exclusions may apply. Discount cannot be used in conjunction with any other offer and does not apply to any classes or other services that they may offer for sale from time to time. PureGym reserve the right to terminate this discount without notice.
2. Rolling monthly memberships can be cancelled at any time, and multiple gym access is available to purchase.
3. Fixed term student memberships can be terminated early by contacting PureGym Member Services, and you will be refunded 50% of the remaining membership period. Discount to fixed-term student memberships is for single club access only and must be used at the gym selected when setting up this type of membership.
4. Free multi gym access outside of term time is available to eligible students signing up via Unidays.

Outside of term time multi-gym access will be made available during the following dates, with eligible students able to access all open PureGyms during these times

- 16th December 2025 - 12th January 2026
- 31st March 2026 - 27th April 2026
- 16th June 2026 - 7th September 2026

PureGym withhold the right to amend or remove this offer at any time.

5. The following gyms are excluded from the current student offer:

Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bicester, Biggleswade, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Dereham, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile,

Edinburgh West, Evesham, Fareham, Giltbrook, Glasgow Bath Street, Glasgow Hope Street, Grantham Discovery Retail Park, Heanor Retail Park, Hednesford Cannock, Hertford, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camden High Street, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kensington High Street, London Kidbrooke, London New Malden, London Paddington, London Putney, London Sidcup, London St Pauls, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Moston, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salford Quays, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Sittingbourne Retail Park, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, Watford Waterfields, and any gym not yet open.

PLUS – FIRST MONTH FREE

1. Offer valid for the next 31 days and must be claimed by this date.
2. Offer must be claimed using the unique promotional code received by via email.
3. Offer is only valid to those members who have received an email from PureGym.
4. You will still be charged the normal Core price for the month you have Plus for free.
5. Once your month of free Plus membership is complete you will automatically roll onto a Plus membership. To change back, head to your profile section and change your membership back.
6. If at the time of upgrade you are paying a lower monthly rate for your CORE membership than the gym's current price, and then you decide to downgrade your gym membership will increase by £1.

PGH1-24

7. PureGym withholds the right to amend this offer at any time
8. Offer is only available at selected gyms and cannot be used elsewhere or exchanged for cash.
9. The offer will not be able to be claimed by Members on:
10. 'Price for life' membership
11. Paid in full members
12. Corporate memberships
13. Off Peak memberships
14. Anyone who joined on an offer that was 30% or more less than the standard join price at their gym e.g. recent 50% off offers.
15. Existing Plus members cannot downgrade to then get a month for free

PT – 5 GUEST PASSES PER MONTH

1. Day passes are subject to a fair use policy. 1 pass per person, per month. Multiple passes to the same client may mean your 5 passes per month will be cancelled without warning.
2. Free passes have no resale value and cannot be exchanged for cash or any other product or service.
3. Guest pass can only be used once per day.
4. Guest passes can only be used at the trainer's home club.
5. You cannot give passes to other trainers. The unique code is assigned to each PT.
6. Guest passes should be booked to start before the advertised expiry date. Any passes set for redemption after this date may be cancelled without warning.
7. Your clients will be entitled to all the rights and privileges of a standard guest pass user.
8. The pass needs to be redeemed for the day the client wants to attend the Gym, so if they redeem it on the Monday but want to attend on the Tuesday, they need to make sure they select the correct date. Date of usage cannot be

PGH1-25

changed once redeemed.

9. Clients cannot transfer their guest passes to anyone else nor transfer to another date once the date has been selected.
10. Guest passes are non-refundable.
11. Please note: if clients are visiting from overseas and use an international phone number, they will receive an email only.

MEMBERSHIP FEEDBACK AND CONFIRMATION

1. The winner will get vouchers for the value of a iPad 32gb WIFI
2. There will be one winner nationwide selected quarterly
3. The potential winner will only be selected from those who received the relevant email communication. You do not have to complete the survey to be entered
4. The winner will be selected at random
5. The prize will be emailed and cannot be exchanged for a cash prize
6. The prize will be redeemed via Apple Vouchers
7. PureGym withholds the right to remove or amend this prize at any time

PRICE DROP AT SELECTED GYMS

1. Members must be 16+ to join.

PGH1-26

2. Lower membership price charged for specific amount of months called out on join page. Price will increase automatically to price specified on join page after this.
3. PureGym withholds the right to change or remove the offer at any time.
4. This offer cannot be converted into a cash prize.
5. Offer cannot be transferred to another person.
6. Offer cannot be used in conjunction with another offer.

£0 JOINING FEE AT SELECTED GYMS

1. Members must be 16+ to join.
2. PureGym withholds the right to change or remove the offer at any time.
3. This offer cannot be converted into a cash prize.
4. Offer cannot be transferred to another person.
5. Offer cannot be used in conjunction with another offer.

YANGA SPORTS WATER

Please note there is a 20 minute cooling off period after each use.

PLUS - FIRST MONTH FREE - new members

Offer is only valid for 1 month

PGH1-27

Once your month of free Plus membership is complete you will automatically roll onto an Plus membership. To change back, head to your profile section and change your membership back

Offer is only valid to members on a direct debit membership

PureGym withholds the right to amend this offer at any time

Offer is only available at selected gyms and cannot be used elsewhere, or exchanged for cash.

The offer will not be able to be claimed by Members on:

1. 'Price for life' membership
2. Paid in full members
3. Corporate memberships
4. Anyone who joined on an offer that was 30% or more less than the standard join price at their gym e.g. the October or recent 50% off offers
5. Existing Plus members cannot downgrade to then get a month for free

PT INTERVIEW SURVEY TERMS AND CONDITIONS

1. Only entrants aged 18 years old or older as of the date they submitted their response to this survey will be included in the prize draw.
2. The value of the prize is the equivalent value of 1x month of your current PureGym UK membership.
3. This survey is an initial screening survey to help us ensure we speak to a representative range of members with a range of opinions and experience with personal training. We are just as interested in speaking to members who

haven't used personal trainers as those that have. We are only able to interview 20x people as part of this project and one of our team will be in contact with you to arrange this with you if you have been successful.

4. By submitting your response to this survey, you agree for PureGym to share your response with our trusted partner, Kyan, who will be conducting 1-2-1 interviews on our behalf. Your response to this survey will be used for the sole purpose of helping us ensure we interview a broad range of members with varying experience using personal trainers. To help us do this, your response may be linked to the age and gender data you have already supplied us as part of our joining process. No other data will be used. Any information you provide to PureGym and our partner agency Kyan by completing this survey will be stored securely and deleted once the 20x interviewees have been selected and all interviews have been completed. Your response will be deleted no later than 31/08/2025.
5. Only those who go through to be interviewed will receive 1x free month of their current PureGym UK membership, which will be awarded for the next available monthly payment after your interview is completed. We have 20x interview places in total.
6. This membership prize cannot be transferred, exchanged or redeemed for cash or any other alternative price of any value.
7. All interviews will be conducted via video call, 1-2-1 by our trusted partner research agency Kyan.
8. By participating in this survey, you agree to allow PureGym and our trusted partner research agency Kyan to contact you via email to arrange your 1-2-1 interview. Please note that we will only contact those we are able to interview and are unfortunately unable to contact those who we are not able to interview.
9. If you are chosen and are interviewed, we will automatically arrange for your next month's membership charge to be waived. Though we will still send you written confirmation that this has been arranged for you.

RESEARCH PARTICIPATION TERMS AND CONDITIONS

By signing up to take part in an interview or focus group (the "Research"), you agree to the following terms:

PGH1-29

1. **Purpose of Participation**

- Your participation is voluntary and intended to help us gather insights as part of our research project into our Women's Workout Spaces.
- Despite the subject of this research being our Women's Workout Spaces specifically, we are looking to speak to members and welcome opinions regardless of gender.
- We are looking to speak to between 5 and 20 members in total from your club and if you have been successful, we will be in touch with you directly via email to inform you and make the relevant arrangements.
- Successful participants will be chosen predominantly in order of when we receive responses, although in order to conduct this research fairly and thoroughly please note that we are also looking to ensure we include a fair and representative mix of members in this project to ensure we gather feedback that is fairly representative across all genders.
- Unfortunately, due to expected high demand we are not able to contact those that have been unsuccessful.

2. **Recording and use of data**

- The interview or focus group session may be audio and/or video recorded. This is to allow us to treat our time with you as a conversation whilst still capturing your valuable feedback in full meaning we can get the most out of your feedback.
- By participating, you give us permission to record and use these recordings for research and internal analysis purposes only. Therefore, our basis for collection of your personal data in relation to this activity is your explicit consent. Any information provided to us by you is freely given. If you'd like to withdraw your consent at any time, please do so by emailing member.services@puregym.com stating that you would like to do so. If you choose to withdraw your consent, we will remove all of your data relating to this research project from our systems.
- No part of the recordings or discussions will be shared with any third party outside of PureGym.
- Your feedback, including any recordings, will be used by the PureGym member experience team to understand your opinions around the themes we discuss during your interview / focus group. They may also be shared in part

PGH1-30

or in full with PureGyms senior leadership team as part of our process of communicating our findings in order to act on what we have learned from you as a valued member as part of this project.
- Your views, opinions and feedback will not be shared with any other Puregym members, unless you have agreed to participate as part of a focus group. In which case, only those members in the focus group will be aware of your responses to any of our questions.

3. **Confidentiality**

- We will handle all information you provide in accordance with our data privacy policy.
- All data and recordings will be stored securely on PureGym issued devices.
- We will implement strict access control on all of your recordings and data, with only the members of staff who were present for your interview / focus group having access. All data will be password protected.
- We will retain all data and recordings in line with our Privacy Policy to not keep personal data longer than is necessary for its purpose.

4. **Incentive**

As a thank you for your time, participants will receive one (1) month of your current membership free of charge after taking part.

- This offer cannot be exchanged for cash or any other incentive.
- The free month must be applied to your existing membership and cannot be transferred.
- We will waive the soonest applicable monthly direct debit based on your direct debit date and when you complete your interview / focus group. This will be confirmed to you in writing by our member services team.

5. **Voluntary Participation**

PGH1-31

You may withdraw from the session at any time. However, the incentive is only provided to participants who complete the interview or focus group.

CLASS BOOKING RULES

- Members must arrive promptly for class start times, late arrival may result in being refused entry to the class.
- Members are recommended to book in advance to ensure that a class has space for them.
- Members can book online from 8 days in advance.
- A maximum of 8 classes can be booked by a single member at any one time.
- PureGym operates with a "three strikes" non-attendance rule, whereby three no-shows within a 28 day rolling period will result in an 8 day booking ban. Any future classes you have booked will also be cancelled. You must cancel your class at least 4 hours before it starts or this will be recorded as a no show.
- Our classes get full. If a member is unable to attend, they should cancel in advance of the class to avoid receiving a strike. If a class is full a member can book onto a waiting list. An app notification will be sent confirming the members place on the waiting list.
- Members with extenuating circumstances impacting their ability to attend classes should contact Member Services.

PUREGYM SURVEY TERMS AND CONDITIONS

1. **Introduction**

These terms and conditions (“Terms”) apply to the Pure Gym Prize Draw – Gym Participation Survey (“Draw”). By entering the Draw, you agree to be bound by these Terms.

For information on how we use your personal data, please see our Privacy Policy at https://www.puregym.com/privacy/

2. **Who Can Enter**

2.1 This Draw is open to UK residents aged 18 years or over.

2.2 Employees of Pure Gym, its affiliates, agencies, or anyone connected with the administration of the Draw are not eligible to enter.

3. **How to Enter**

3.1 To enter, you must complete the Gym Participation Survey during the Draw Period.

3.2 Entry is free and no purchase is necessary.

3.3 Only one entry is permitted per person. Multiple entries may result in disqualification.

4. **Draw Period**

4.1 The Draw opens at 10:00 AM (UK time) on 04 March 2026 and closes at 11:59 PM (UK time) on 13 March 2026.

4.2 Entries received outside this period will not be valid.

5. **Prizes**

5.1 There will be ten (10) winners.

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5.2 Each winner will receive one (1) month of Pure Gym membership free of charge ("Prize").

5.3 The Prize:

(a) Applies to the winner's current membership type only;

(b) Is non-transferable, non-exchangeable, and no cash alternative is available;

(c) Will be applied directly to the winner's membership account.

5.4 Pure Gym reserves the right to substitute the Prize with one of equal or greater value if necessary.

6. **Winner Selection and Notification**

6.1 Winners will be selected at random from all valid entries.

6.2 Winners will be notified by email within 10 working days of the Draw closing date.

6.3 If a winner cannot be contacted, is ineligible, or does not respond within 7 days, Pure Gym reserves the right to withdraw the Prize and select an alternative winner.

7. **Voluntary Participation**

7.1 Participation in the Gym Participation Survey is voluntary.

7.2 Choosing not to participate will not affect your membership, services, or relationship with Pure Gym.

8. **Use of Survey Responses**

8.1 Survey responses will be used for research and internal analysis purposes only.

PGH1-34

8.2 Responses will typically be analysed in aggregated and anonymised form.

8.3 Personal data collected for the Draw will be processed in accordance with the Privacy Policy.

9. **Personal Data and Privacy**

9.1 Personal information provided for the Draw will only be used for administering the Draw unless otherwise stated.

9.2 Personal data will not be used for marketing without separate consent.

10. **Winner Information**

10.1 Pure Gym may publish the surname and county of winners where required to demonstrate that a valid award took place.

10.2 If you object to this, please contact Pure Gym.

11. **Limitation of Liability**

11.1 To the fullest extent permitted by law, Pure Gym accepts no liability for entries not successfully completed due to technical faults or other issues outside its control.

11.2 Nothing in these Terms excludes liability for death or personal injury caused by negligence.

12. **General**

12.1 Pure Gym reserves the right to cancel, suspend, or modify the Draw where necessary.

12.2 These Terms are governed by the laws of England and Wales.

PGH1-35

Offers

PROMOTION ENDED - FEEL GOOD HEROES TERMS AND CONDITIONS

- To enter, you must submit your details and your nominated member details through the online form, which can be accessed through - www.puregym.com/feel-good-hero
- Data submitted will be used in line with PureGym's privacy policy
- The nomination window will open from 09:00 on Saturday 27th December 2025
- The nomination window will close at 23:59 on Saturday 10th January 2026
- 10 winners will be selected at random w/c 12th January 2026. PureGym will notify winners
- PureGym cannot guarantee prizes will be delivered before 31st January 2026
- The nominating party will be contacted directly from PureGym and not a third party
- PureGym withholds the right to remove or amend the prize at any time
- This competition is only available in the UK
- The nominee must still be a member at the time of the prize draw

PROMOTION ENDED - 50% OFF YOUR FIRST MONTH & £0 JOINING FEE TERMS AND CONDITIONS - 27TH JANUARY - 2ND FEBRUARY 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 27th January 2025 and must be claimed by this date.
3. Offer cannot be transferred to another person.
4. This offer cannot be converted into a cash prize.
5. Offer cannot be used in conjunction with another offer.

PGH1-36

6. Offer cannot be exchanged for cash or any other product or service.
7. PureGym withholds the right to amend or remove this offer at any time.
8. The start date can only be delayed up to 7 days.
9. The following gyms are excluded from this offer: Antrim, Bagshot, Basingstoke, Birmingham Longbridge, Bishops Stortford, Bournemouth Mallard Road Retail Park, Bury Woodfields Retail Park, Chester, Christchurch, Clacton-on-Sea, Consett, Coventry Arena, Coventry Skydome, Crawley Leisure Park, Dartford, Glastonbury, Gloucester Retail Park, Harold Wood, Horley, Hyde, Jarrow, Leeds Kirkstall Bridge, Leek, Leicester Thurmaston, Liverpool Central, London Acton, London Bermondsey, London Brentford, London Camberwell New Road, London Camberwell Southampton Way, London Dalston, London Enfield, London Hounslow, London Kensal Road, London New Malden, London Paddington, London Pinner, London Sidcup, Luton Retail Park, Manchester Market Street, Manchester Spinningfields, Manchester Urban Exchange, Newcastle Westerhope, Norwich Aylsham Road, Nottingham Arnold, Pontefract, Reading Basingstoke Road, Reading Caversham Road, Rhyl, Sale, St Neots, Tunbridge Wells, Wakefield, and any gym not yet open.

PROMOTION ENDED - 30% OFF YOUR FIRST 3 MONTHS & £0 JOINING FEE TERMS AND CONDITIONS - 3RD FEBRUARY - 9TH FEBRUARY 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 9th February 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withholds the right to amend or remove this offer at any time.
9. The start date can only be delayed up to 7 days.

PGH1-37

10. The following gyms are included in this offer: Aberdeen Wellington Circle, Altrincham, Ballymena, Bangor Northern Ireland, Birmingham Longbridge, Blackburn, Bournemouth Mallard Road Retail Park, Bournemouth the Triangle, Brentwood, Brierley Hill, Bromsgrove Retail Park, Buckingham, Cambridge Grafton Centre, Cheshunt, Chester, Cirencester, Consett, Corby, Crayford, Dover, Droitwich Spa, Dudley Tipton, Epsom, Erith, Exmouth, Gateshead, Glasgow Clydebank, Glasgow Robroyston, Glasgow Silverburn, Gloucester Quedgeley, Hartlepool, Hatfield, Haverhill, Hemel Hempstead, Hereford, Hitchin, Ipswich Buttermarket, Ipswich Ravenswood, Kirkby, Leeds Thorpe Park, Lincoln St Marks Centre, Liverpool Central, Llanelli, London Bermondsey, London Borough, London Catford Rushey Green, London Charlton, London Crouch End, London Croydon, London Enfield, London Finsbury Park, London Hammersmith Palais, London Mitcham, London Southgate, London Streatham, London Swanley, London Swiss Cottage, London Sydenham, London Wood Green , London Woolwich, Maidstone The Mall, Manchester Stretford, Newcastle Eldon Garden, Newport Wales, Northallerton, Norwich Aylsham Road, Oswestry, Peterborough Brotherhood Retail Park, Plymouth Derriford, Portsmouth North Harbour, Redditch, Romford, Runcorn, Salford, Southport, Stevenage, Stockton-on-Tees, Thamesmead, Tunbridge Wells, Waterlooville, Wickford, Wisbech, Wolverhampton South, Worcester and York.

PROMOTION ENDED - £0 JOINING FEE TERMS AND CONDITIONS - 16TH FEBRUARY - 23RD FEBRUARY 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 23rd February 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withhold the right to amend or remove this offer at any time.
9. Start date can only be delayed up to 7 days.

PGH1-38

10. The following gyms are not included in this offer: Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bagshot, Bicester, Birmingham City Centre, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Cardiff Central, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Skydome, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Glasgow Bath Street, Glasgow Hope Street, Gloucester Retail Park, Grantham Discovery Retail Park, Halifax, Harold Wood, Heanor Retail Park, Hednesford Cannock, High Street Kensington, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camberwell New Road, London Camberwell Southampton Way, London Dalston, London Harrow, London Hayes, London Hounslow, London Kensal Road, London Kidbrooke, London New Malden, London Paddington, London Park Royal, London Putney, London Sidcup, London St Pauls, London Twickenham, London Whitechapel, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Bury New Road, Manchester Market Street, Manchester Moston, Manchester Spinningfields, Manchester Urban Exchange, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oswestry, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, and any gym not yet open.

PROMOTION ENDED - 50% OFF YOUR FIRST MONTH & £0 JOINING FEE TERMS AND CONDITIONS - 24TH FEBRUARY - 2ND MARCH

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 2nd March 2025 and must be claimed by this date.

PGH1-39

3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withholds the right to amend or remove this offer at any time.
9. The start date can only be delayed up to 7 days.
10. The following gyms are not included in this offer: Aberdeen Rubislaw, Alfreton, Antrim, Ashford Warren Retail Park, Bicester, Birmingham West, Bishop's Stortford, Bury Woodfields Retail Park, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Glastonbury, Grantham Discovery Retail Park, Harold Wood, Hastings, Heanor Retail Park, Horley, Hyde, Inverness, Jarrow, Kensington High Street, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kentish Town, London New Malden, London Paddington, London Sidcup, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Spinningfields, Manchester Urban Exchange, Mansfield, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newcastle Westerhope, Newry, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Pontefract, Reading Calcot, Rhyl, Saffron Walden, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Stafford, Stirling, Tamworth, Trowbridge, Wakefield, Watford Waterfields, West Drayton, and any gym not open.

PROMOTION ENDED - FREE 3 DAY PASS TERMS AND CONDITIONS - 3RD MARCH - 8TH MARCH

1. Offer valid until 23:59 Sunday 8th March 2026 and must be claimed by this date.

PGH1-40

2. Offer must be claimed using the promotional code.
3. Offer cannot be transferred to another person.
4. This offer cannot be converted into a cash prize.
5. Offer cannot be used in conjunction with another offer
6. Offer cannot be exchanged for cash or any other product or service
7. PureGym withhold the right to amend or remove this offer at any time.
8. Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
9. Free passes have no resale value, and cannot be exchanged for cash or any other product or service.
10. Passes must be used on consecutive days
11. Start date can only be delayed up to 7 days
12. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
13. You cannot transfer this daily membership to anyone else nor transfer to another date.
14. The following gyms are excluded from this promotion: Antrim, Bangor Northern Ireland, Bishop's Stortford, Christchurch, Coventry Arena, Crawley Leisure Park, Dartford, Droitwich Spa, Horley, Hyde, Jarrow, London Kensington High Street, Leek, Leicester Thurmaston, London Dalston, London Harrow, London Hounslow, London Kensal Road, London New Malden, London Paddington, London Seven Sisters, London Sidcup, Luton Retail Park, Manchester Market Street, Manchester Spinningfields, Manchester Urban Exchange, Newcastle Eldon Garden, Nottingham Arnold, Oswestry, Sittingbourne Retail Park, Watford Waterfields, and any gym not yet open.

PROMOTION ENDED - 30% OFF YOUR FIRST 3 MONTHS & £0 JOINING FEE TERMS AND CONDITIONS - 9TH MARCH - 16TH MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 16th March 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.

PGH1-41

4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withholds the right to amend or remove this offer at any time.
9. The start date can only be delayed up to 7 days.
10. The following gyms are included in this offer: Airdrie, Altrincham, Ashton Under Lyne, Aylesbury, Barnsley, Barnstaple, Basildon, Birmingham City Centre, Birmingham Longbridge, Bishop Auckland, Blackburn, Blackwood, Blyth, Boston, Bournemouth Mallard Road Retail Park, Brighton Central, Brighton London Road, Bristol Harbourside, Bristol Union Gate, Cambridge Grafton Centre, Chelmsford Meadows, Chester, Corby, Coventry Warwickshire Shopping Park, Doncaster, Dover, Dunfermline, Exmouth, Falkirk, Glasgow Bath Street, Gloucester Quedgeley, Gloucester Retail Park, Great Yarmouth, Harrogate, Kettering, Leeds Hunslet, Leeds Kirkstall Bridge, Linlithgow, Liverpool Central, Llanelli, London Acton, London Camberwell New Road, London Camberwell Southampton Way, London East Sheen, London Fulham, London Holloway Road, London Southgate, Milton Keynes Kingston Centre, Norwich Aylsham Road, Plymouth Alexandra Road, Plymouth Derriford, Plymouth Marsh Mills, Portsmouth North Harbour, Romford, Runcorn, Sale, St Ives, Swindon Mannington Retail Park, Tunbridge Wells, Tyldesley, Wickford, Wirral Bidston Moss, Wisbech, Yeovil Houndstone Retail Park, York.

PROMOTION ENDED - £0 JOINING FEE TERMS AND CONDITIONS - 20TH MARCH - 22ND MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 22nd March 2026 and must be claimed by this date.
3. Offer cannot be transferred to another person.
4. This offer cannot be converted into a cash prize.
5. Offer cannot be used in conjunction with another offer.
6. Offer cannot be exchanged for cash or any other product or service.

PGH1-42

7. PureGym withhold the right to amend or remove this offer at any time.
8. Start date can only be delayed up to 7 days.
9. The following gyms are included in this offer: Birmingham Arcadian Centre, Birmingham Beaufort Park, Birmingham City Centre, Birmingham Maypole, Birmingham Snow Hill, Blackburn, Bradford Idle, Bradford Thornbury, Bristol Eastgate, Cardiff Central, Dagenham, Dewsbury, Dungannon, Glasgow Shawlands, Halifax, Leeds Regent Street, London Beckton, London Bethnal Green, London Canary Wharf, London Colindale, London Croydon, London East India Dock, London Edgware, London Feltham, London Finsbury Park, London Hayes, London Ilford, London Leytonstone, London Park Royal, London Seven Sisters, London Shoreditch High Street, London Stratford Centre, London Wembley, London Whitechapel, London Wood Green , Luton and Dunstable, Manchester Debdale, Oldham, Preston, Rochdale, Walsall Crown Wharf, West Bromwich.

£0 JOINING FEE TERMS AND CONDITIONS - 23RD MARCH - 31ST MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 31st March 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withhold the right to amend or remove this offer at any time.
9. Start date can only be delayed up to 7 days.
10. The following gyms are not included in this offer: Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bicester, Biggleswade, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail

PGH1-43

Park, Derby Meteor Centre, Dereham, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Giltbrook, Glasgow Bath Street, Glasgow Hope Street, Grantham Discovery Retail Park, Heanor Retail Park, Hednesford Cannock, Hertford, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camden High Street, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kensington High Street, London Kidbrooke, London New Malden, London Paddington, London Putney, London Sidcup, London St Pauls, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Moston, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salford Quays, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Sittingbourne Retail Park, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, Watford Waterfields, and any gym not yet open.

£0 JOINING FEE TERMS AND CONDITIONS [CLOSED CRM] - 23RD MARCH - 31ST MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 31st March 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withhold the right to amend or remove this offer at any time.

PGH1-44

9. Start date can only be delayed up to 7 days.
10. The following gyms are not included in this offer: Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bicester, Biggleswade, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Dereham, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Giltbrook, Glasgow Bath Street, Glasgow Hope Street, Grantham Discovery Retail Park, Heanor Retail Park, Hednesford Cannock, Hertford, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camden High Street, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kensington High Street, London Kidbrooke, London New Malden, London Paddington, London Putney, London Sidcup, London St Pauls, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Moston, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salford Quays, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Sittingbourne Retail Park, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, Watford Waterfields, and any gym not yet open.

30% OFF YOUR FIRST 3 MONTHS & £0 JOINING FEE TERMS AND CONDITIONS [CLOSED CRM] - 23RD MARCH - 31ST MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 31st March 2026 and must be claimed by this date.

PGH1-45

3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withhold the right to amend or remove this offer at any time.
9. Start date can only be delayed up to 7 days.
10. The following gyms are not included in this offer: Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bicester, Biggleswade, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Dereham, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Giltbrook, Glasgow Bath Street, Glasgow Hope Street, Grantham Discovery Retail Park, Heanor Retail Park, Hednesford Cannock, Hertford, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camden High Street, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kensington High Street, London Kidbrooke, London New Malden, London Paddington, London Putney, London Sidcup, London St Pauls, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Moston, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston, Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salford Quays, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Sittingbourne Retail Park, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, Watford Waterfields, and any gym not yet open.

PGH1-46

50% OFF YOUR FIRST 3 MONTHS & £0 JOINING FEE TERMS AND CONDITIONS [CLOSED CRM] - 23RD MARCH - 31ST MARCH 2026

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until 23:59 31st March 2026 and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. PureGym withhold the right to amend or remove this offer at any time.
9. Start date can only be delayed up to 7 days.
10. The following gyms are not included in this offer: Aberdeen Rubislaw, Aintree, Alfreton, Alloa Candleriggs, Antrim, Ashford Warren Retail Park, Bicester, Biggleswade, Birmingham West, Bishop's Stortford, Bromborough, Cambridge Leisure Park, Canterbury Sturry Road, Canterbury Wincheap, Chippenham, Christchurch, Coalville, Colchester Retail Park, Coventry Arena, Crawley Leisure Park, Dartford, Denton, Derby, Derby Kingsway Retail Park, Derby Meteor Centre, Dereham, Derry Londonderry, Edinburgh Craigleith, Edinburgh Exchange Crescent, Edinburgh Fort Kinnaird, Edinburgh Ocean Terminal, Edinburgh Quartermile, Edinburgh West, Evesham, Fareham, Giltbrook, Glasgow Bath Street, Glasgow Hope Street, Grantham Discovery Retail Park, Heanor Retail Park, Hednesford Cannock, Hertford, Horley, Hyde, Inverness, Jarrow, Leek, Leicester St Georges Way, Leicester Thurmaston, Leicester Walnut Street, Lichfield, Livingston, London Bow Wharf, London Camden High Street, London Dalston, London Harrow, London Hounslow, London Kensal Road, London Kensington High Street, London Kidbrooke, London New Malden, London Paddington, London Putney, London Sidcup, London St Pauls, London Twickenham, Loughborough, Luton Retail Park, Macclesfield Silk Road, Manchester Market Street, Manchester Moston, Mansfield, Milton Keynes Winterhill, Newbury, Newcastle Eldon Garden, Newcastle Longbenton, Newry, Newtownabbey, Northampton Weston Favell, Nottingham Arnold, Nottingham Basford, Nottingham Beeston,

PGH1-47

Nottingham Castle Marina, Nottingham Colwick, Nottingham West Bridgford, Oxford Central, Poole, Portsmouth Commercial Road, Reading Calcot, Saffron Walden, Salford Quays, Salisbury, Sheffield City Centre South, Sheffield Crystal Peaks, Sheffield Meadowhall Retail Park, Sheffield Millhouses, Sittingbourne Retail Park, Stafford, Stirling, Stoke on Trent East, Stratford-Upon-Avon, Tamworth, Taunton Riverside Retail Park, Trowbridge, Watford Waterfields, and any gym not yet open.

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Get £0 joining fee. Use code: ZEROJF. Hurry, ends Tuesday! Selected gyms only

Gym Rules

This document sets out the rules you must comply with when using our gyms. If you break the Gym Rules we may have the right to cancel your membership.

Things you must do

1. You must familiarise yourself with these Gym Rules and the Safety and Security guidance. This includes guidance on what to do during unstaffed hours.
2. You must provide ID when asked to do so by a member of PureGym staff.
3. You must wear clothing and footwear which is appropriate for exercise.
4. You must seek advice from a member of PureGym staff if you are unsure as to how to use any gym machine or equipment.
5. You must put your weights and equipment back in their correct place when finished.
6. You must be considerate of others and avoid using gym machines or equipment for long periods of time.
7. You must inform PureGym of any change of contact and email address or telephone numbers. These changes can be made in the Members' Area of the PureGym website.
8. Keep any valuables on your person. Members are solely responsible for their own belongings whilst visiting PureGym. PureGym accepts no responsibility for any loss or damage to personal property.

PGH1-49

9. You must use the changing room appropriate to your biological sex, or use the all gender facilities.
10. You must ensure that you take personal responsibility for your training and safety within the gym and only train within your ability.

Things you must not do

1. You must not share your PIN number or QR code with anyone, or allow anyone else to use it. If someone tailgates you into the gym, please report to a member of staff.
2. You must not use any of the gym machines or equipment if you are unsure how to use them.
3. You must not use any of the gym machines or equipment if you are unwell or not capable of exercising unsupervised.
4. You must not bring bags or large items onto the gym floor. This is for your safety and the safety of others in the gym, and a member of PureGym staff may remove such items if they think they pose a risk.
5. You must not wear inappropriate clothing. Clothing such as jeans, boots, flip-flops/sandals, slip on shoes or work wear are not permitted. Please do not wear any items of clothing that may cause offence to others.
6. You must not train in large groups / hog the gym machines or equipment for long periods of time. We encourage our members to share between sets during busy periods.
7. You must not use the gym whilst under the influence of alcohol, narcotics, tranquilisers or any medication or other substance which may affect your ability to exercise safely. You must not bring illegal substances into the gym.
8. You must not misuse the weights by dropping them on the floor, unless within areas designed for heavy lifting.
9. You must not take pictures, videos or live stream other members within the gym without their permission. If requested by staff or other members to cease filming for privacy reasons, you must do so.

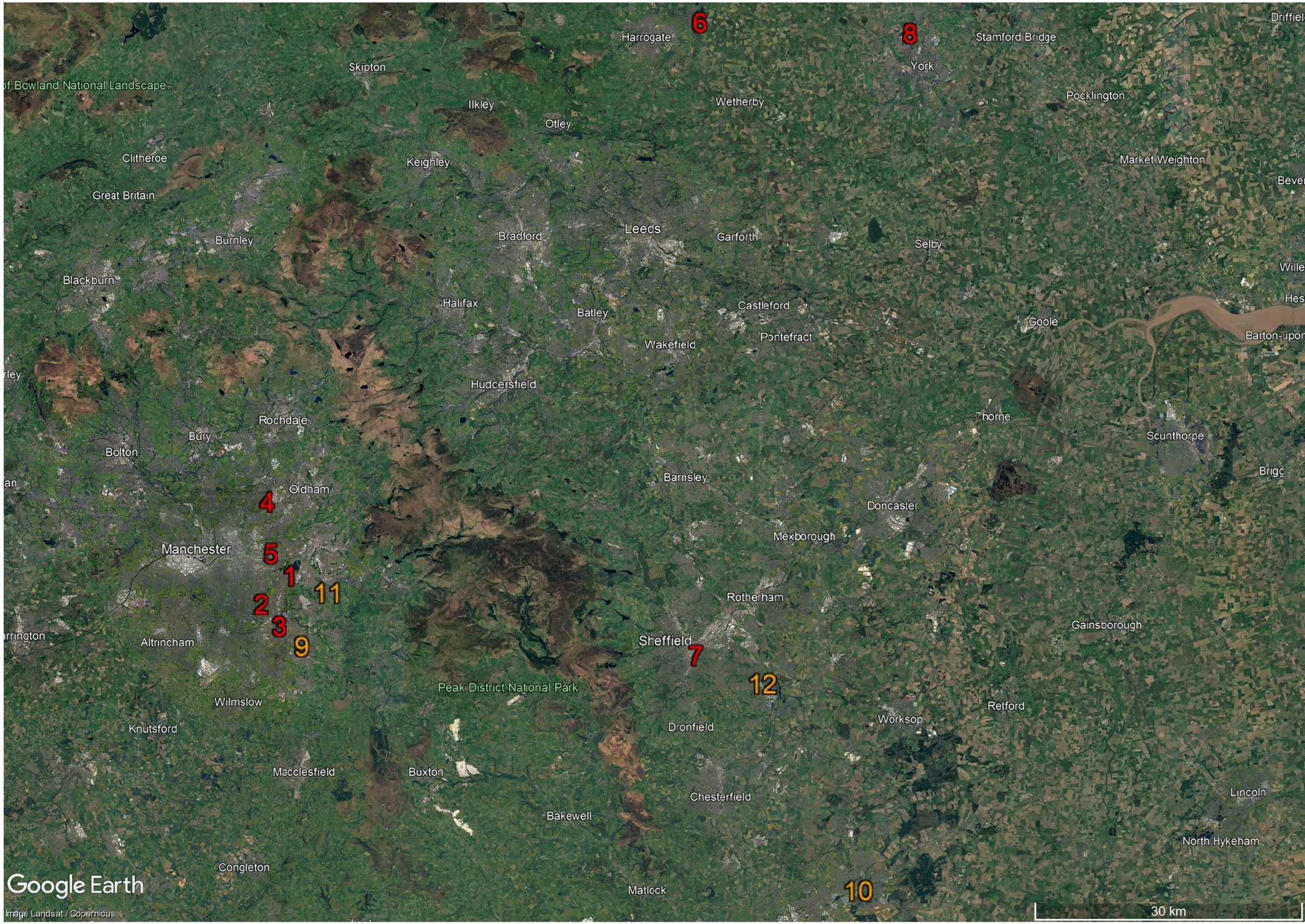
PGH1-50

10. You must not make video calls in the changing rooms.
11. You must not behave in an aggressive, abusive, violent or threatening manner whilst on our premises.
12. You must not behave in an anti-social manner when on our premises, for example by making unwanted advances of a sexual nature to other gym users or PureGym staff members, or by staring or cat calling at other users or PureGym staff members, or by engaging with other users after they have asked you to leave them alone.
13. You must not use the gym if you are under the age of 16. A member of staff may ask you for ID at any time.
14. You must not smoke or use vapes/e-cigarettes at any time in any part of our premises.
15. You must not bring bikes or e-scooters into PureGym premises. These should be left outside the gym.
16. You must not bring a personal trainer into the gym unless they are a PureGym personal trainer or you have been given permission in writing from PureGym Central Support. Anyone else providing personal training to members will be asked to leave the gym immediately.
17. You must not bring any pets (other than official aid dogs) into PureGym premises.

For members safety and security we operate CCTV in all gyms 24/7. PureGym reserves the right for its employees and contractors to review footage as required. For example, in the event of a member complaint, issue or dispute we may refer to the CCTV recording to help us in any investigation.

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PGH1-51


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8
Harrogate
Stamford Bridge
Skipton
York
Ilkley
Wetherby
Pocklington
Otley
Clitheroe
Keighley
Market Weighton
Great Britain
Leeds
Bradford
Garforth
Burnley
Selby
Blackburn
Halifax
Castleford
Batley
Goole
Pontefract
Wakefield
Barton-upon
Huddersfield
Thorne
Rochdale
Scunthorpe
Bury
Bolton
Barnsley
Oldham
4
Doncaster
Mexborough
Manchester
5
1
11
Rotherham
2
3
Gainsborough
Altrincham
9
Sheffield
7
12
Peak District National Park
Wilmslow
Retford
Worksop
Knutsford
Dronfield
Macclesfield
Buxton
Chesterfield
Lincoln
Bakewell
North Hykeham
Congleton
Matlock
10
Google Earth
Image Landsat / Copernicus
30 km

PGH1-52

Traveller/Trespasser Intelligence Report

Prepared By: L [redacted] – [redacted]

13/3/26

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1. Introduction

This report addresses the increasing incidents of trespassing on Pure Gym land across the Yorkshire and Lancashire areas. Over recent months, these occurrences have escalated, predominantly involving individuals of Irish descent. The presence of these trespassers has not only created an atmosphere of intimidation but has also significantly impacted the business operations of Pure Gym.

Members and potential customers have reported feeling unsafe, leading to a noticeable reduction in footfall. This decline is concerning, as it threatens the financial stability of our facilities and undermines our commitment to providing a safe and welcoming environment for all gym-goers. This report aims to explore the extent of the issue, its implications for the business, and potential strategies for addressing these challenges effectively.

2. **Objectives**

The primary objectives of this report are as follows:

2.1. Document Incidents: To provide a comprehensive record of the multiple trespassing incidents on Pure Gym land across Yorkshire and Lancashire, including dates, locations, and descriptions of the individuals involved.

2.2. Assess Impact: To evaluate the impact of these incidents on Pure Gym's operations, specifically focusing on the resultant intimidation felt by members and its effect on footfall and membership retention.

2.3. Identify Patterns: To analyse patterns in the trespassers' behaviour, including demographic information and potential motivations, to better understand the situation.

2.4. Recommend Solutions: To propose actionable strategies that Pure Gym can implement to mitigate the issue of trespassing and restore a sense of safety and security for members and staff.

2.5. Support Evidence-Based Decision Making: To equip the client with detailed evidence and insights that can be used to inform discussions with local authorities and security providers.

Benefits for the Client

By compiling and presenting this evidence, the report will:

- Enhance Understanding: Provide a clearer understanding of the nature and extent of the trespassing incidents, enabling the client to make informed decisions.

- Facilitate Action: Offer concrete recommendations and strategies that can be swiftly implemented to address the issue, helping to restore customer confidence.

- Strengthen Advocacy Efforts: Equip the client with documented evidence to advocate for increased security measures or community support, thereby fostering a safer environment.

- Improve Business Outcomes: Ultimately, addressing these concerns can lead to an increase in footfall and membership retention, enhancing the overall success of Pure Gym in the affected areas.

3. Methodology

Methods Used to Collate Evidence

To thoroughly investigate the trespassing incidents on Pure Gym land, various methods were employed to gather and compile evidence. These methods include:

3.1. Incident Reporting:

- Pure Gym staff reported to management whenever a trespassing incident occurred and this was then sent through as a job to our Enforcement Division

- Purpose: This method allows for standardised documentation of incidents, capturing essential details such as time, location, and descriptions of individuals involved.

3.2. Surveillance Footage:

- Description: Use of CCTV cameras located on Pure Gym premises to review recorded footage of incidents.

- Purpose: This provides visual evidence of trespassers, their behaviour, and the timing of incidents, which can be crucial for understanding patterns.

3.3. Local Police Collaboration:

- Description: Engaging with local police to report on trespassing incidents in the area with the travellers.

- Purpose: This collaboration helps to contextualise the issue within broader community concerns and may reveal additional patterns or trends.

3.4. Data Analysis: - **Pure Gym to provide.**

- Description: Analysing footfall and membership data over the period of reported incidents to identify trends in attendance.

- Purpose: Understanding the correlation between reported incidents and changes in gym attendance can provide measurable evidence of the impact on the business.

By employing these diverse methods, the report aims to create a comprehensive and well-rounded picture of the trespassing incidents, ensuring that the evidence presented is robust and actionable.

4. Findings

Dates, locations, number of caravans with males and vehicle details.

10.3.26

Pure Gym Moston

8 caravans / 2 motorhomes – 13 males violent weapon markers (WARD FAMILY)

GP51 CAL – BMW (black)

PJ73 DLF – Peugeot (white)

CP67 KNV – Transit (white)

BT66 KOB – Jaguar (red)

P 9YPO – Motorhome (white)

YR17 ZJU Transit (silver)

BT65 KED unknown

9.3.26

Pure Gym Knaresborough

5 caravans – 4 males - old man and his wife with 3 sons

KU12 MYS - Hyundai (blue)

NV59 AVU - Kia (white)

VU07 VFX - Renault (silver)

8.3.26

Pure Gym Stockport North

8 caravans / 2 motorhomes – 10/12 males violent weapon markers (WARD FAMILY)

GP51 CAL – BMW (black)

PJ73 DLF – Peugeot (white)

CP67 KNV – Transit (white)

BT66 KOB – Jaguar (red) YR17 ZJU Transit (silver)

P 9YPO – Motorhome (white) BT65 KED unknown

6.3.26

Pure Gym Denton

8 caravans / 2 motorhomes – 13 males violent markers (WARD FAMILY)

GP51 CAL – BMW (black)

PJ73 DLF – Peugeot (white)

CP67 KNV – Transit (white)

BT66 KOB – Jaguar (red) YR17 ZJU Transit (silver)

P 9YPO – Motorhome (white) BT65 KED unknown

Transit (white) – no reg Focus (silver) - no reg

5.3.26

Pure Gym Knaresborough

5 caravans – 4 males - old man and his wife with 3 sons

KU12 MYS - Hyundai (blue)

NV59 AVU - Kia (white)

VU07 VFX - Renault (silver)

6.3.26

Pure Gym Denton

8 caravans / 2 motorhomes – 13 males violent markers (WARD FAMILY)

GP51 CAL – BMW (black)

PJ73 DLF – Peugeot (white)

CP67 KNV – Transit (white)

BT66 KOB – Jaguar (red) YR17 ZJU Transit (silver)

P 9YPO – Motorhome (white) BT65 KED unknown

Transit (white) – no reg Focus (silver) - no reg

24.1.26

Pure Gym Knaresborough

4 caravans – 4 males - old man and his wife with 3 sons

KU12 MYS - Hyundai (blue)

NV59 AVU - Kia (white)

8.1.26

Pure Gym Sheffield S2 4BA

4 caravans – 4 males - old man and his wife with 3 sons

KU12 MYS - Hyundai (blue)

NV59 AVU - Kia (white)

Astra (white) – no reg

19.12.25

Pure Gym Denton

1 Caravan – no reg/no vehicle

Caravan suspected of been planted by CEA Enforcement Ltd

CCTV requested by L[redacted] and confirmed bailiff named as 'B[redacted] who runs the company seen watching the caravan and then taking photos of our notice once the caravan was served – advice given to report to police.

18.12.25

Pure Gym Sheffield S2 4BA

4 caravans – 4 males - old man and his wife with 3 sons

KU12 MYS - Hyundai (blue)

NV59 AVU - Kia (white)

17.12.25

Pure Gym Denton

5 caravans – 5 males

BG65 LVW - Transit (white)

Irish plates – Skoda Superb

HW20 VDT – Transit (white)

BF09 PSX – Audi (black)

5. Conclusion

Over a period of three months, there have been a total of 11 evictions related to trespassing incidents across five separate Pure Gym locations. Among these cases, two have been associated with confirmed regular communities, while two others remain unidentified. It is noteworthy that travellers often frequent these specific sites due to the convenience of the facilities available, which cater to their needs. Additionally, there may be illegal agreements or deals in place with bailiff companies that encourage their presence in these areas, making them attractive hubs for other groups seeking the same deal. This pattern of behaviour not only contributes to the challenges faced by Pure Gym but also highlights the broader implications for community safety and business operations.

Further to the above, we have discovered the travelling community with the old man and 3 sons stay within the areas or Knaresborough and Sheffield due to ongoing medical appointments for one of the occupants. This has been going on for some time. The use of Pure Gym car parks has been a safe haven for them due to ongoing conflicts with other travelling communities. They also stated to our agents they were owed money from a previous company named CEA Enforcement Ltd for paying them to move onto targeted land which they would then receive the work to remove them.

With regards to the Ward family community, these are violent volatile individuals who have been known for weapons and extreme violence. They have made it clear they will travel from Pure Gym to Pure Gym with no apparent reason but to use the facilities and remain unbothered by enforcement companies. This particular group travel around the Lancashire area ripping out commercial properties for valuable cables.

6. Recommendations

Recommendations to Address Trespassing Issues

To effectively remedy the ongoing issue of travellers trespassing on Pure Gym land, the following recommendations are proposed:

1. Enhanced Security Measures:

- Increase security presence at all affected locations, including security personnel and implementing regular patrols, especially during peak hours.

- Install high-quality CCTV cameras to monitor and record activities in and around the gym premises, ensuring footage is regularly reviewed.

2. Access Control:

- Implement barriers or controlled access points to limit entry to gym facilities and parking areas, making it more difficult for unauthorised individuals to access the land.

3. Collaboration with Local Authorities:

- Work closely with local police and council officials to address the issue collaboratively. This may include sharing evidence of trespassing incidents and discussing enforcement options.

4. Legal Consultation:

- Consult with legal experts to explore options for taking action against individuals or groups involved in persistent trespassing, including the possibility of injunctions or other legal measures.

5. Improved Communication with Enforcement Companies:

- Review and strengthen agreements with enforcement companies to ensure they take effective action against trespassers and that their practices do not inadvertently encourage further trespassing.

6. Monitoring and Reporting System:

- Establish a formalised system for reporting and documenting trespassing incidents, ensuring that all staff are trained to recognise and respond appropriately to such situations.

7. Regular Review of Policies:

- Conduct regular reviews of security and enforcement policies to ensure they remain effective and adapt to changing circumstances or patterns of behaviour among trespassers.

By implementing these measures, Pure Gym can significantly reduce the incidence of trespassing and enhance the safety and security of its gyms for all members and staff.


CRANBERRY DRIVE
Works
El Sub Sta
Freeman House
3 to 8
Orbital 2M Business Park
OLDHAM STREET
Club
PARKWAY
Alpha Court Industrial Estate
ALPHA COURT
Depot
Superstore
Kennels
ESS
100m
50m
OS Copyright Licence Number is AC0000818970

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Bond Dickinson

www.bonddickinson.com

16th April 2015

Underlease
relating to
Premises known as Health and Fitness Centre,
Oldham Street, Denton

Virgin Active Limited (1) and
Pure Gym Limited (2)

Bond Dickinson LLP
Tel:+44 (0)845 415 0000
www.bonddickinson.com

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PRESCRIBED CLAUSES

LR1.	Date of Lease	16th April 2015
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	GM869136
LR2.2	Other title numbers	MAN183249
LR3.	Parties to this lease	
	Landlord	**VIRGIN ACTIVE LIMITED** incorporated and registered in England and Wales with company number 03448441 and whose registered offices are at 100 Aldersgate, London EC1A 4LX
	Tenant	**PURE GYM LIMITED** incorporated and registered in England and Wales with company number 06690189 and whose registered office is at Town Centre House, Merrion Centre, Leeds LS2 8LY
	Other parties	None
LR4.	Property	**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.** See the definition of "Premises" in Clause 1.1
LR5.	Prescribed statements etc.	
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.	None
LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable
LR6.	Term for which the Property is leased	The term is as follows: from and including the Term Commencement Date up to and including 2 September 2036
LR7.	Premium	None

LR6.	Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc.	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	Not applicable
LR9.2	Tenant's covenant to (or offer to) surrender this lease	Not applicable
LR9.3	Landlord's contractual rights to acquire this lease	Not applicable
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The easements included in Clause 1.1 of this Lease in the definition of Incorporated Terms and specified in *Schedule 2 of the Headlease*.
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The easements included in Clause 1.1 of this Lease in the definition of Incorporated Terms and specified in Schedule 3 of the Headlease.
LR12.	Estate rentcharge burdening the Property	Not applicable
LR13.	Application for standard form of restriction	Not applicable
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made on the date stated in Prescribed Clause LR1 and between the parties stated in Prescribed Clause LR3

1 Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires:

Additional Rents	all sums reserved as rent under the Headlease (including all insurance rent) but excluding the Head Rent.
Base RPI Month	
Base Rent	the sum of £200,000 plus VAT (if applicable) per annum
Break Date	15th April 2027.
Headlease	a lease dated 16 January 2001 and made between Arrowcroft Leisure Limited (1) and Invicta Leisure (Denton) Limited and registered at the Land Registry with Title Number GM869136 and a lease dated 6 September 2011 between AXA UK Pension Trustees Corporation (1) Virgin Active Limited (2) Virgin Active Holdings Limited (3) and registered at the Land Registry with Title Number MAN183249 and includes all deeds and documents varying or supplemental or ancillary to that lease, copies of which are attached at Appendix 1
Head Landlord	the landlord of the Headlease, including its successors in title as landlord of the Headlease from time to time.
Head Landlord's Covenants	the obligations, conditions and covenants in the Headlease to be complied with by the Head Landlord.
Head Landlord's Property	the Estate defined in the Headlease.
Head Rent	the yearly rent payable under the Headlease.
Head Tenant's Covenants	the obligations, conditions and covenants in the Headlease to be complied with by the tenant of the Headlease from time to time.
Incorporated Terms	all the terms requirements, covenants and conditions contained in the Headlease except to the extent that they are inconsistent with the clauses written in this Lease and with such modifications as are necessary to make them applicable to this Lease and the parties to this Lease. including without limitation: (a) the Head Tenant's Covenants; (b) the rights of re-entry in the Headlease; (c) the rights granted over the Head Landlord's Property and reserved over the Premises by the

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	Headlease;
	(d) the terms defined in the Headlease;
	(e) the conditions and agreements and declarations and contained in the Headlease; and
	but excluding
	(a) the obligation to pay the Head Rent;
	(b) the Head Landlord's Covenants;
	(c) the term granted by the Headlease;
	(d) any other terms of the Headlease that are specifically excluded by the terms of this Lease or substituted by the terms of this Lease.
Interest Rate	the base lending rate from time to time of Lloyds TSB Bank PLC or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest of a United Kingdom clearing Bank as the Landlord may determine.
Landlord	the party described as the Landlord in Prescribed Clause LR3 and includes the immediate reversioner to this Lease from time to time.
Landlord's Nominated Bank Account	the account from time to time nominated by the Landlord and whose details have been supplied to the Tenant.
Landlord's Title	the Landlord's title to the Headlease registered at the Land Registry under title number GM869136 and MAN183249.
Permitted Use	the use of the Premises for the use permitted by the Headlease.
Premises	the premises known as Health and Fitness Centre, Oldham Street, Denton as defined in more detail in the Headlease and includes all alterations, additions and improvements made to them whether before the date of this Lease or during the Term.
Prescribed Clauses	means the clauses in the section of this Lease headed "Prescribed Clauses" and the Prescribed Clauses form part of this Lease.
President	the president for the time being of the Royal Institution of Chartered Surveyors.
Principal Rent	an initial rent of £200,000 per annum plus VAT (if applicable) and then as reviewed in accordance with clause 5 and clause 6 of this Lease.
Quarter Days	25 March, 24 June, 29 September and 25 December in each year.

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Rents	the rents reserved and payable under clause 4.
Rent Commencement Date	16th July 2015
Review Dates	each of the outstanding rent review dates defined in the Headlease being 17 October 2015, 17 October 2020, 17 October 2025, 17 October 2030.
RPI	the Retail Prices Index or any official index replacing it.
Surveyor	means an independent valuer who is a Member of the Fellow of the Royal Institute of Chartered Surveyors.
Tenant	the party described as the Tenant in Prescribed Clause LR3 and includes its successor in title.
Tenant's Covenants	the obligations, conditions and covenants to be complied with by the tenant of this Lease including those contained in the Incorporated Terms.
Term	the Term specified in Prescribed Clause LR6.
Term Commencement Date	the date of this Lease.
VAT	has the meaning ascribed to it by the Value Added Tax Act 1994.

1.2 In this Lease unless the context otherwise requires:

1.2.1 words importing any gender include every gender;

1.2.2 words importing the singular number only include the plural number and vice versa;

1.2.3 words importing persons include firms companies and corporations and vice versa;

1.2.4 references to numbered clauses are references to the relevant clause in this Lease;

1.2.5 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;

1.2.6 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee servant agent invitee or licensee of that party;

1.2.7 where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done;

1.2.8 the headings to the clauses schedules shall not affect the interpretation;

1.2.9 any sum payable by one party to the other shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid subject to receipt of a valid VAT invoice addressed to the paying party as soon as practicable following the date the payment becomes due;

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1.2.10 an obligation in this Lease on the part of the Tenant to pay or indemnify the Landlord against any cost or expense shall include an obligation to pay and indemnify the Landlord against any VAT incurred in relation to the cost or expense in question except where the VAT is recoverable or available for set off by the Landlord as input tax;

1.2.11 any references (whether specific or general) to any Act of Parliament or other legislation or decree include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Act of Parliament or other legislation or decree replaced by it or deriving validity from it;

1.2.12 where any obligations or rights in the Headlease are to be complied with or are to be exercised at a time calculated by reference to the start of the Headlease those obligations and rights are, so far as they form part of the Incorporated Terms, to be complied with or exercised at the same time under this Lease.

1.2.13 references to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any superior landlord where such consent or approval is required under the terms of any superior lease except that nothing in this Lease shall be construed as imposing on any superior landlord any obligation (or indicating that such an obligation is imposed on any superior landlord by the terms of any superior lease) not unreasonably to refuse any such consent.

1.3 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2 Demise and Covenants

2.1 The Landlord demises the Premises to the Tenant with full title guarantee for the Term at the Rents reserved.

2.2 The matters excepted and reserved by the Headlease for the benefit of the Head Landlord are excepted and reserved for the benefit of the Landlord and the Head Landlord by this Lease.

2.3 This Lease is granted on the terms of this Lease and includes the "Incorporated Terms" as if those terms were set out in full in this Lease.

2.4 In addition to the rights of re-entry incorporated into this Lease by the Incorporated Terms, the Landlord may also re-enter onto the whole or any part of the Premises (in the name of the whole) and by so doing end this Lease if the whole or part of the Rents or any other sums payable under this Lease remain unpaid for 21 days from becoming due whether demanded or not in the case of the Principal Rent or the Tenant breaches any of the Tenant's Covenants.

2.5 The Tenant covenants to comply with the Tenant's Covenants.

3 Headlease

3.1 Without prejudice to the terms of this Lease, where the consent or approval of the Landlord is required to any act or thing:

3.1.1 it will be a condition precedent to the grant of that consent or approval that, if required under the Headlease, the consent or approval of the Head Landlord is first obtained; and

3.1.2 where the Landlord is under an obligation under this Lease not unreasonably to withhold or delay its consent or approval, the Landlord is, at the cost of the Tenant on a full indemnity basis, including security for costs paid in advance, to apply for and use reasonable endeavours to obtain the consent or approval of the Head Landlord where this is required under the Headlease.

3.2 References, however expressed, in this Lease:

3.2.1 to any matter which is required to be carried out to the satisfaction or with the approval of the Landlord are to be read as including a requirement that the matter is also to be carried out to the satisfaction or with the approval of the Head Landlord where this is required under the Headlease;

3.2.2 to an obligation on the Tenant to pay any costs, fees and expenses incurred by the Landlord in relation to any matter are to be read as including an obligation also to pay all reasonable and proper costs, fees and expenses incurred in respect of that matter by the Head Landlord; and

3.2.3 to an indemnity given to the Landlord is to be read as including an obligation to indemnify the Head Landlord in respect of the subject matter of that indemnity.

3.3 Rights of entry and other rights reserved to the Landlord under this Lease may also be exercised by the Head Landlord and any persons authorised by the Head Landlord under the Headlease.

3.4 Any covenant in this Lease by the Tenant not to do any act matter or thing to the prejudice of or adversely to affect the Landlord is to be read as including an obligation not to do any such act matter or thing to the prejudice of or adversely to affect any Head Landlord.

3.5 Nothing in this Lease imposes any obligation on the Head Landlord to act reasonably in granting any consent or approval or expressing its opinion as to whether any act of the Tenant has been carried out to its satisfaction.

3.6 Where this Lease continues in effect following the ending of the Headlease:

3.6.1 the Incorporated Terms will continue in effect;

3.6.2 where any Rents, Additional Rents or other sums payable under this Lease are calculated by reference to the rents or other sums payable under the Headlease, then the Rents, Additional Rents or other sums payable under this Lease will continue to be payable as if:

(a) the Headlease continues in effect;

(b) the rents or other sums payable under the Headlease continue to be payable; and

(c) any terms in the Headlease for the agreement, calculation or determination of the rents or other sums payable under the Headlease continue to be applied; and

3.6.3 any changes to the terms of this Lease necessary to enable the terms of this Lease to continue in effect have been made between the Landlord and the Tenant.

4 Rents Payable

4.1 The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction:

4.1.1 the Principal Rent, from and including the Rent Commencement Date, to be paid by equal quarterly payments in advance on the Quarter Days and to the Landlord's Nominated Bank Account;

4.1.2 the Additional Rents, from and including the date of this Lease to be paid within 14 days of written demand;

4.1.3 the sums payable pursuant to Schedule 2 of the Headlease to be paid on demand;

4.1.4 all recurring non-capital rates, taxes, charges, duties, assessments, impositions and outgoings of any sort which are at any time during the Term including charges for electricity, gas, water, sewerage, telecommunications and other services rendered to or consumed at the Premises, to be paid on demand unless the charge is levied directly on the Tenant; and

4.1.5 any other sums reserved as rent under this Lease, to be paid within 14 days of written demand.

4.2 The first payment of the Principal Rent is to be made on the Rent Commencement Date such sum being a proportionate sum in respect of the period from and including the Rent Commencement Date until the day before the next Quarter Day.

4.3 The Rents and any other sums payable by the Tenant under this Lease are exclusive of VAT. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Lease, a valid VAT invoice addressed to the Tenant is to be issued in respect of that supply.

4.4 If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within seven days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 3% per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

5 Indexed 2015 Rent Review

5.1 In respect of the first Review Date being 17 October 2015 ("**2015 Review**"), the Principal Rent shall be reviewed to equal the Principal Rent payable immediately before the 2015 Review (or which would then be payable but for any abatement or suspension of the Principal Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause 5.

5.2 The indexed rent shall be determined by multiplying the Base Rent by the All Items index value of the RPI month one month before the month in which the 2015 Review falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

5.3 The Landlord shall calculate the indexed rent and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

5.4 Subject to clause 5.5 if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

5.5 The parties shall, as soon as reasonably practicable, agree a reasonable alternative mechanism for reviewing Principal Rent if either:

5.5.1 the Landlord or the Tenant reasonably believes that any change referred to in clause 5.4 would fundamentally alter the calculation of the indexed rent in accordance with this clause 5, and has given notice to the other party of this belief; or

5.5.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 5.

5.6 This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant of an alternative mechanism for setting the Principal Rent, the parties may appoint the Surveyor to determine an alternative mechanism.

5.7 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

5.7.1 where any question or dispute arises between the parties as to the amount of the Principal Rent payable or as to the interpretation, application or effect of any part of this clause 5; or

5.7.2 where the Landlord and the Tenant fail to reach agreement under clause 5.5.

The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Principal Rent should apply to this Lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

5.8 The Landlord and the Tenant may by agreement appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

5.9 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

5.10 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

5.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

5.12 Time shall not be of the essence for the purposes of this clause 5.

6 Remaining Rent Reviews During the Term

6.1 In respect of the remaining Review Dates being 17 October 2020 ("**2020 Review**"), 17 October 2025 ("**2025 Review**") and 17 October 2030 ("**2030 Review**"):

6.1.1 on the 2020 Review, the Principal Rent shall be increased by ten per cent (10%) of the Principal Rent payable immediately prior to the 2020 Review (or which would then be payable but for any abatement or suspension of the Principal Rent or restriction on the right to collect it);

6.1.2 on the 2025 Review, the Principal Rent shall be increased by ten per cent (10%) of the Principal Rent payable immediately prior to the 2025 Review (or which would then be payable but for any abatement or suspension of the Principal Rent or restriction on the right to collect it); and

6.1.3 on the 2030 Review, the Principal Rent shall be increased by ten per cent (10%) of the Principal Rent payable immediately prior to the 2030 Review (or which would then be payable but for any abatement or suspension of the Principal Rent or restriction on the right to collect it).

6.2 Time shall not be of the essence for the purposes of this clause 6.

7 Insurance

7.1 The Landlord may if the Head Landlord has failed for whatever reason to insure the Premises despite the endeavours of the Landlord pursuant to clause 13.1.3 insure with reputable insurers or through underwriters at Lloyd's:

7.1.1 three years' loss of Principal Rent taking into account the Landlord's reasonable estimate of any increase in the Principal Rent on any rent review; and

7.1.2 its public liability and employer's liability in respect of the Premises.

7.2 The Tenant is to pay to the Landlord on demand as additional rent the costs incurred by the Landlord if it properly puts in place any policy or policies of insurance under clause 7.1.

8 Continuing Obligations

8.1 The Tenant is to comply with the Tenant's Covenants throughout the Term until it is released from such obligations by virtue of the Landlord and Tenant (Covenants) Act 1995.

8.2 In clause 8.3 assignment means completion of:

8.2.1 any transfer or assignment by deed or;

8.2.2 any transfer by operation of law

which transfers or assigns the Landlord's reversionary interest in the Premises whether or not that transfer or assignment operates only in equity and whether or not it is registered at the Land Registry.

8.3 Following each assignment the person who was the Landlord prior to the assignment shall not be liable for a breach of any of the Landlord covenants of this Lease occurring after the assignment. This shall not affect any right or remedy of the Tenant in respect of any breach of the Landlord covenants of this Lease occurring before the assignment.

8.4 The Tenant shall not do or omit to do any act or thing which would place the Landlord in breach of the Head Tenant's covenants.

9 Permitted Use

Notwithstanding the Incorporated Terms, the Tenant is to use the Premises only for the Permitted Use.

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10 Alienation

The Tenant shall not underlet the whole or any part of the Premises.

11 Returning the Property to the Landlord

At the end of the Term (howsoever it is determined), the Tenant shall return the Property to the Landlord in the condition required by the Headlease.

12 Indemnity

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in any neighbouring property) arising from any breach of the Tenant's Covenants, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Premises with the actual or implied authority of any of them.

13 Landlord's Covenants

13.1 So long as the Tenant pays the Rents reserved by this Lease and complies with its obligations in this Lease the Landlord is to:

13.1.1 pay the rents reserved by the Headlease;

13.1.2 to observe and perform the covenants and agreements on its part contained in the Headlease insofar as the Tenant is not liable to observe and perform such agreements in the Headlease; and

13.1.3 at the request and cost of the Tenant on a full indemnity basis, including security for costs paid in advance (the Landlord's costs being reasonable in nature), use its reasonable endeavours to procure that the Head Landlord complies with the Head Landlord's Covenants.

13.2 The Landlord covenants with the Tenant that, so long as the Tenant pays the Rents and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Premises without any lawful interruption by the Landlord or any person claiming under the Landlord.

14 Tenant's Break Clause

The Tenant may terminate this Lease on the Break Date by giving to the Landlord not less than 6 months' prior written notice and if such notice is given and if the Tenant shall have paid a sum equivalent to six months' Principal Rent (exclusive of VAT) to the Landlord at the time of such notice then on the Break Date this Lease shall absolutely terminate and be of no further effect, but such termination shall be without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant or condition under this Lease.

15 Land Registry Applications

15.1 As soon as reasonably practicable after the date of this Lease, the Tenant is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the Landlord's Title and the Landlord will assist the Tenant in securing such registration. On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.

15.2 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the Landlord's Title.

PGH1-77

16 Landlord and Tenant (Covenants) Act 1995

This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

17 Sections 24-28 Landlord and Tenant Act 1954

17.1 The Landlord and the Tenant agree that sections 24-28 of Landlord and Tenant Act 1954 are excluded in relation to this Lease.

17.2 The Landlord has before the Tenant entered into this Lease or was contractually bound to do so served on the Tenant a notice dated 2015 substantially in the form set out in Schedule 1 to Regulatory Reform (Business Tenancies) England and Wales Order 2003.

17.3 The Tenant or someone acting on its behalf has before it entered into this Lease or became contractually bound to do so made a statutory declaration dated 2015 substantially in the form set out in Schedule 2 to Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

17.4 The Tenant confirms in any case where the declaration referred to in clause 17.3 has been made by someone acting on its behalf that the declarant had authority to do so.

18 Execution

This Lease has been executed by the parties to it as a deed and is delivered on the date described as the Date of Lease in Prescribed Clause LR1.

PGH1-78

Executed as a deed by **VIRGIN ACTIVE LIMITED** acting by a director and ~~a director~~/its secretary

X .....

Director

X .....

~~Director~~/Secretary

APPENDIX 1

Headlease

(2)

DATED 16 January 2001

ARROWCROFT LEISURE LIMITED **(1)**

and

INVICTA LEISURE (DENTON) LIMITED **(2)**

ORIGINAL LEASE
of Health and Fitness Centre Oldham Street Denton

TERM	:	**25 years**
FROM	:	**17 October 2000**
BASE RENT	:	**£230,000.00 (subject to review)**

H.M. LAND REGISTRY
LEASEHOLD TITLE REGISTERED
TITLE NUMBER GM86913

ADDLESHAW BOOTH & CO

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£5405

THIS LEASE made on 16 JANUARY 2001 **BETWEEN:**

+ Agr / Ent / Executed ✓ on!

(1) **ARROWCROFT LEISURE LIMITED** (Company No. 3878234) whose registered office is at 110 Park Street Mayfair London W1Y 3RB ("**the Landlord**") and

INLAND REVENUE BRISTOL

(2) **INVICTA LEISURE (DENTON) LIMITED** (Company No. 3843093) whose registered office is at 55 Colmore Road Birmingham B3 2AS ("**the Tenant**")

WITNESSES as follows:

STAMP DUTY £5405

1 **Definitions and Interpretation**

1.1 In this Lease unless the context otherwise requires the following expressions have the following meanings:

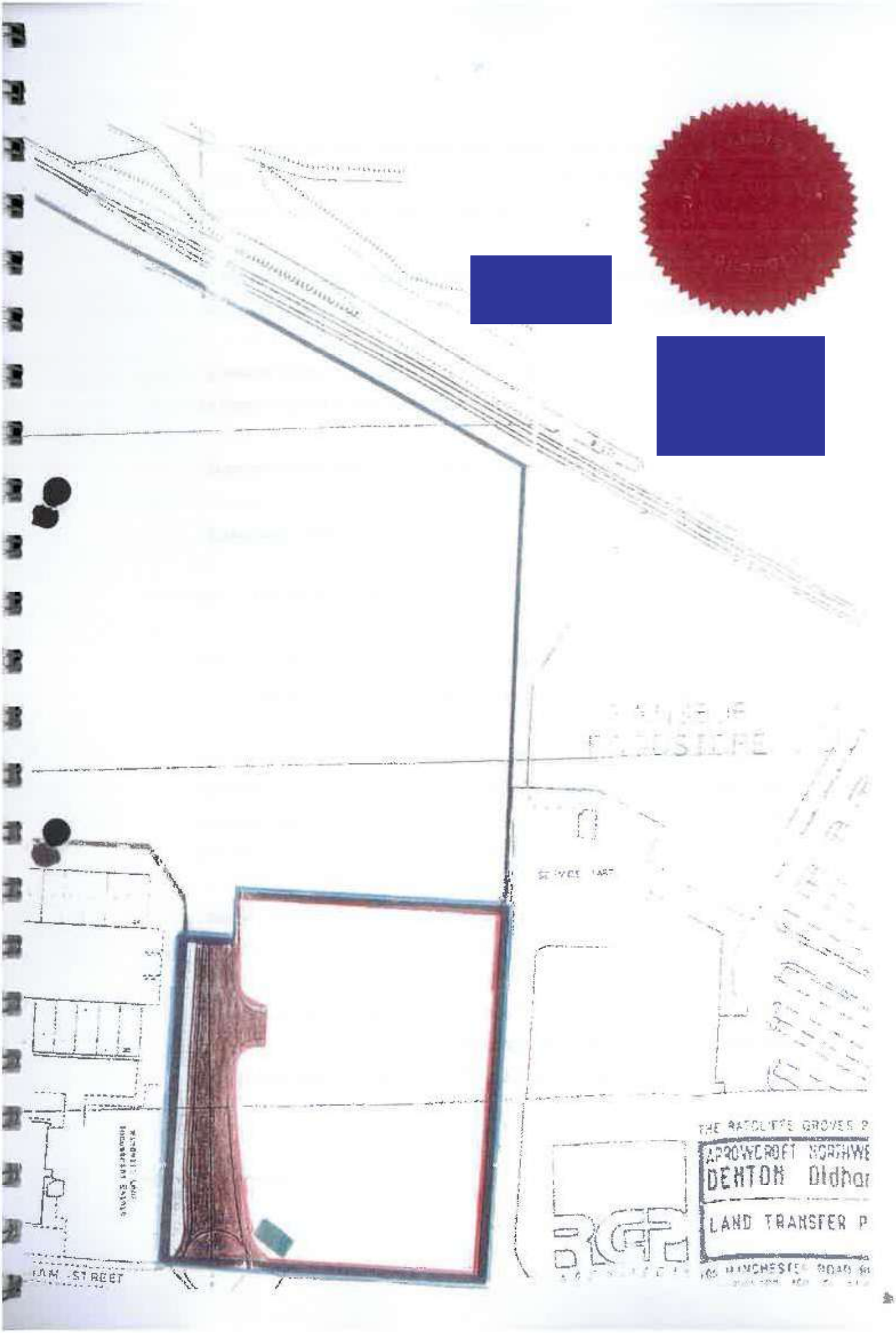
"**Access Road**" means the road on the Estate shown for identification purposes only coloured brown on the Plan

"**Authority**" means any statutory public local or other authority or any court of law or any government department or any of them or any of their duly authorised officers

"**Basic Rent**" means from and including the Rent Commencement Date £230,000.00 per annum as from time to time reviewed under schedule 5

"**CDM Regulations**" means the Construction (Design and Management) Regulations 1994

"**Conduits**" means and includes all ducts shafts cisterns tanks radiators water gas electricity and telephone and telecommunication supply pipes wires and cables


THE RATCLIFFE GROVES P
APPLEYCROFT NORTHWE
DENTON Oldhar
LAND TRANSFER P
FARM STREET

sewers drains soil pipes waste water pipes gutters soakaways meters and any other conducting media and related apparatus serving the Estate but excluding those belonging to the relevant supply authorities

"**Connected Person**" means any person firm or company which is connected with the Tenant for the purposes of section 839 Income and Corporation Taxes Act 1988

"**Consent**" means an approval permission authority licence or other relevant form of approval given by the Landlord in writing

"**Determination**" means the end of the Term however that occurs

"**Enactment**" means:

(a) any Act of Parliament and

(b) any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom

and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission guidance or direction made or issued under it or under any Enactment replaced by it or deriving validity from it

"**Environment**" means the "environment" as defined in section 1(2) Environmental Protection Act 1990

"**Environmental Damage**" means any reduction in value of the Landlord's interest in the Premises or any damage to human health or property or any living organism or the Environment arising from the Premises and caused by the Tenant's use and

any right granted by this Lease and includes without limitation obligations imposed as a condition of any Necessary Consents

"**Loss of Rent**" means loss of all Basic Rent Insurance Charge and other income from the Estate due to damage or destruction by any of the Insured Risks for a period of at least 3 but not more than 5 years having regard to potential increases in that income as a result of lettings rent reviews or other matters which may occur

"**Necessary Consents**" means planning permission and all other consents licences permissions and approvals whether of a public or private nature which shall be relevant in the context

"**Open Market Rent**" means the best rent which might reasonably be expected to be paid (after the expiry of any rent free period or period of concessionary rent normally granted to an incoming tenant for the purposes of its fitting out works) by a willing tenant to a willing landlord for a letting of the whole of the Premises in the open market with vacant possession and without a fine or premium for a term of 15 years (or the residue of the Term remaining at the relevant Review Date whichever shall be the longer) commencing on the relevant Review Date and upon the terms of this Lease (except as to the amount of the Basic Rent but including the provisions for rent review) and upon the assumptions that:

(a) there has been a reasonable period in which to negotiate the terms of the letting taking into account the nature of the Premises and the state of the market

(b) all the Tenant's covenants contained in this Lease have been complied with

(c) if the Premises or any other part of the Estate have been destroyed or damaged they have been fully restored unless they have not been restored due to a breach of the Landlord's obligations under this Lease

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(d) the Premises comply with all Legal Obligations and may lawfully be used for any purpose within Class A3 and/or D2 of Schedule A to the Town and Country Planning (Use Classes) Order 1987 (as originally enacted)

(e) the Premises are available for immediate occupation and use

(f) that any licences consents or approvals necessary for the conduct at the Premises of the business of the willing tenant (falling within the use referred to at (d) above) have been granted and remain in force for the benefit of the willing tenant

but disregarding:

(i) any effect on rent of the fact that the Tenant any undertenant or any of their respective predecessors in title has been or is in occupation of the Premises

(ii) any effect on rent of any goodwill attached to the Premises by reason of the carrying on of the business of the Tenant any undertenant or their respective predecessors in title

(iii) any effect on rent of any improvement to the Premises which (A) was carried out by and at the expense of the Tenant or a permitted undertenant or any of their respective predecessors in title and (B) was not carried out pursuant to an obligation to the Landlord or its predecessors in title and (C) was carried out with Consent where required under this Lease and (D) was carried out and completed during the Term or during any period of occupation immediately before the start of the Term under a licence or agreement for lease and (E) cannot give rise to any liability on the part of the Landlord to pay compensation

(iv) any work carried out to the Premises which diminishes the rental value of the Premises at the relevant Review Date

(v) any actual or potential obligation on the Tenant or any undertenant to reinstate alterations or additions to the Premises

(vi) any temporary works of construction demolition alteration or repair being carried out at or near the Premises

(vii) any effect on rent of the words "payable in respect of the first Review Period shall be the Basic Rent payable immediately before that Review Period (ignoring for this purpose any rent cesser or reduction under paragraph 5 of Schedule 6 then current) multiplied by 1.1593 and the Basic Rent" payable in respect of the second Review Period shall be the higher of (i) the Basic Rent payable immediately before that Review Period (ignoring for this purpose any rent cesser or reduction under paragraph 5 of Schedule 6 then current) multiplied by 1.1593 (ii) the Open Market Rent on the second Review Date and the Basic Rent in paragraph 1 of Schedule 5 and this paragraph (vii)

"**Outgoings**" means all recurring and non-capital rates taxes charges duties assessments impositions and outgoings of any sort which are at any time during the Term payable whether by the owner or occupier of the Premises and includes charges for electricity gas water sewerage telecommunications and other services rendered to or consumed by the relevant property but excludes tax payable by the Landlord on the receipt of the Rent or on any dealings with its reversion to this Lease and excludes input Value Added Tax suffered by the Landlord in respect of the Premises

"**Perpetuity Period**" means the period referred to in clause 1.2(k)

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"Premises" means that part of the Estate described in schedule 1 and all additions and improvements made to it and all Landlord's fixtures and fittings at the Premises from time to time and all conduits within and exclusively serving the same and reference to the Premises shall include reference to any part of them

" Plan" means the plan annexed hereto

"President" means the President from time to time of the Royal Institution of Chartered Surveyors or any person authorised at the relevant time to act on his behalf

"Quarter Days" means 25th March 24th June 29th September and 25th December in each year

"Rent" means all sums reserved as rent by this Lease

"Rent Commencement Date" means 17 March 2001

"Rent Restrictions" means any Enactment which restricts the right of the Landlord to review the Basic Rent or to recover any Rent under this Lease

"Rent Review Surveyor" means the person appointed under paragraphs 3 or 6 of schedule 5 to determine the Basic Rent at a Review Date

"Review Date" means 17 October 2005 and every fifth anniversary of that date (but not on the last day of the Term) and in addition any date on which any Rent Restrictions in force on a previous Review Date are repealed or modified

"Review Period" means the period commencing on a Review Date and expiring either on the day before the next Review Date or on Determination

"**Sign**" includes any sign hoarding showcase signboard bill plate fascia poster or advertisement

"**Tenant**" includes its successors in title

"**Term**" means the term granted by this Lease and includes any extension holding over or continuation of it whether by Enactment agreement or otherwise

"**Title Matters**" means the matters set out in schedule 4

"**Value Added Tax**" includes any future tax of a like nature

"**Waste**" means and includes all types of refuse and waste (including without prejudice to the generality of the foregoing "waste" as defined in section 75 Environmental Protection Act 1990)

1.2 In this Lease unless the context otherwise requires:

(a) words importing any gender include every gender

(b) words importing the singular number only include the plural number and vice versa

(c) words importing persons include firms companies and corporations and vice versa

(d) references to numbered clauses and schedules are references to the relevant clause in or schedule to this Lease

(e) reference in any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule

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(f) where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

(g) any obligation on any party not to do or omit to do anything shall include an obligation not knowingly to allow that thing to be done or omitted to be done by any undertenant of that party or by any employee servant agent invitee or licensee of that party or its undertenant

(h) where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done

(i) the headings to the clauses schedules and paragraphs shall not affect the interpretation

(j) any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid

(k) any relevant perpetuity period shall be 80 years from the date of this Lease

2 **Demise and Rent**

2.1 The Landlord demises the Premises to the Tenant together with the rights set out in schedule 1 and except and reserving to the Landlord the Superior Landlord and all persons authorised by either or both of them and all persons entitled to exercise the same the rights set out in schedule 2 to hold them to the Tenant subject to the Title Matters for a term of 25 years starting on 17 October 2000 paying during the Term by way of Rent:

(a) from and including the Rent Commencement Date and thereafter throughout the Term the Basic Rent which shall be paid yearly and proportionately for

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any part of a year by equal quarterly instalments in advance on the Quarter Days the first payment to be made on the Rent Commencement Date in respect of the period from that date to the next Quarter Day and

(b) the Insurance Charge which shall be paid as stated in paragraph 3 of schedule 6 and

(c) any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease

3 **Tenant's covenants**

3.1 The Tenant covenants with the Landlord to observe and perform the covenants set out in schedule 7 and those on its part contained in schedule 6

4 **Landlord's covenants**

4.1 The Landlord covenants with the Tenant it shall observe and perform the covenants set out in schedule 8 and those on its part contained in schedule 6

5 **Forfeiture**

5.1 Without prejudice to any other rights of the Landlord if:

(a) the whole or part of the Rent remains unpaid 21 days after becoming due (whether demanded or not) or

(b) any of the Tenant's covenants in this Lease are not performed or observed

(c) the Tenant or any guarantor of the Tenant's obligations under this Lease:

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(i) proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors or

(ii) is the subject of any judgment or order made against it which is not complied with within 7 days or

(iii) being a company:

(A) is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company (save for the purpose of an amalgamation or reconstruction which does not involve or arise out of insolvency or give rise to a material reduction in capital and which is on terms previously approved by the Landlord) or

(B) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(C) stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(D) without first obtaining the Consent ceases or threatens to cease to carry on its business in the normal course or

(iv) being an individual:

(A) is the subject of a bankruptcy petition or bankruptcy order or

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(B) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(C) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(d) any event occurs or proceedings are taken with respect to the Tenant or any guarantor of the Tenant's obligations under this Lease in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(c)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) after having given notice of the Landlord's intention so to do in writing to any mortgagee or chargee of the Premises of whose interest the Landlord has received written notice re-enter the Premises whereupon this Lease shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease

6 **Miscellaneous**

6.1 Except to the extent that the Landlord may be liable under its covenants in schedule 8 or by law notwithstanding any agreement to the contrary the Landlord shall not be liable in any way to the Tenant or any undertenant or any servant agent licensee or invitee of the Tenant or any undertenant by reason of:

(a) any act neglect default or omission of any of the tenants or owners or occupiers of any part of the Estate or of any representative or employee of

PGH1-94

the Landlord (unless acting within the scope of the express authority of the Landlord) or

(b) the defective working stoppage or breakage of or leakage or overflow from any Conduit or

(c) the obstruction by others of the Estate or any part or parts thereof save where the Landlord has been requested to prevent such obstruction in accordance with its covenants with such persons and has failed to take reasonable steps to do so

and in no event shall be liable for any loss of profit or other economic loss incurred by the Tenant or any undertenant or any occupier of the Premises

6.2 Nothing in this Lease shall imply or warrant that the Premises may lawfully be used for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord

6.3 The Landlord shall incur no liability to the Tenant or any undertenant or any predecessor in title of either of them by reason of any approval given to or inspection made of any drawings plans specifications or works prepared or carried out by or on behalf of any such party nor shall any such approval or inspection in any way relieve the Tenant from its obligations under this Lease

6.4 Neither the Landlord not the Tenant shall be or become entitled to any easement right quasi-easement or quasi-right save as expressly set out in schedule 2 and schedule 1 respectively and section 62 Law of Property Act 1925 shall not apply to this Lease

6.5 This Lease does not pass to the Tenant the benefit of or the right to enforce any covenants which now benefit or which may in the future benefit the reversion to this

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Lease and the Landlord shall be entitled in its sole discretion to waive vary or release any such covenants

6.6 Section 196 Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices which may need to be served under this Lease

6.7 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

6.8 If the Landlord and the Tenant agree in writing that the Tenant may defer payment of any sums due under this Lease then for the purposes of this Lease (and of section 17 Landlord and Tenant (Covenants) Act 1995) those sums shall be deemed to be due for payment on the deferred date so agreed and not on the earlier date on which they would but for that agreement have fallen due

6.9 If at any time during the Term the Landlord shall grant a tenancy of the reversion immediately expectant on the determination of this Lease whether pursuant to section 19 Landlord and Tenant (Covenants) Act 1995 or otherwise any covenant on the part of the Tenant to obtain the consent of the Landlord under this Lease to any dealing shall be deemed to include a further covenant also to obtain the consent of the lessor under such tenancy to such dealing

7 Proper law

7.1 This Lease shall be governed by English law and the Tenant irrevocably submits to the non-exclusive jurisdiction of the English Courts

IN WITNESS of which each party has duly executed this Lease as a deed the date first above written

PGH1-96

Schedule 1

The Premises

The property known as the Health and Fitness Centre Oldham Street Denton as shown edged red for identification purposes only on the Plan

Schedule 2

Rights granted

1 In common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled and subject to the payment to the Landlord of a fair proportion (as determined by the Landlord's Surveyor acting reasonably) of all costs of inspecting repairing renewing cleansing and maintaining estate signage in the location shown on the Plan the right for the Tenant to be represented on and such signage by incorporating signage of a size and design approved by the Landlord such approval not to be unreasonably withheld or delayed

2 (In common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled and subject to the payment to the Landlord of a fair and proper proportion (as determined by the Landlord's Surveyor acting reasonably) of all proper and reasonable costs incurred in inspecting repairing renewing cleansing and maintaining such Conduits) the right to the free and uninterrupted passage and running of water soil gas electricity telephone telecommunications and other services from and to any part of the Premises through and along any Conduits which are now laid in upon or under the Access Road and which serve the Premises

3 (In common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled and subject to the payment to the Landlord of a fair and proper proportion (as determined by the Landlord's Surveyor acting reasonably) of all proper and reasonable costs of inspecting repairing renewing cleansing lighting insuring and maintaining the Access Road) the right to pass and repass over the Access Road at all times with or without vehicles for the purpose of access to and egress from the Premises for all purposes until the Access Road is adopted by the relevant authority and is maintainable at public expense

4 The right of support and protection from the Estate for the Premises

PGH1-98

Schedule 3

Exceptions and Reservations

1 The free and uninterrupted passage and running of water soil gas electricity telephone and other services from and to the remainder of the Estate through and along the Conduits which are now or may during the Term be laid in over or under the Premises and which serve any part of the remainder of the Estate

2 Full right and liberty for the Landlord its tenants and other occupiers from time to time of the Estate and their respective surveyors agents workmen and others at all times and from time to time after giving to the Tenant reasonable prior notice in writing (save in case of emergency but otherwise on the basis that the Landlord and the Tenant shall following such notice promptly agree a time for Landlord's entry on the Premises so as to ensure that wherever reasonably possible it is outside the Tenant's hours of business and where that is not possible it is at a reasonable time and for a reasonable period given the use of the part of the Premises the Landlord requires to enter to) enter into and upon the Premises and all parts thereof for the purpose of repairing maintaining altering cleansing examining or testing the remainder of the Estate or any part or parts thereof and the Conduits and to make all connections and disconnections which may be necessary in relation thereto and for the purpose of carrying out any work or doing anything whatsoever comprised within the Landlord's obligations herein contained or (whether or not comprised within the same) for which the Tenant is liable hereunder to pay or to make a contribution and for the purpose of performing any covenants contained or referred to in the Title Matters the person entering causing as little damage and inconvenience as reasonably possible and making good at its expense any damage caused to the Premises by such entry as soon as reasonably possible and such entry only being required where the proposed works cannot be carried out without such entry

PGH1-99

3 The right to build or rebuild or alter any part of the Estate or any adjoining or neighbouring land (other than the Premises and the Access Road and Conduits solely benefitting the Premises) in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the Premises is in any such case thereby diminished

4 The right of support and shelter by any part of the Estate (other than the Premises)

5 The right to close or agree to the closure of as often as may be necessary any of the Estate or any part or parts thereof for the purposes of obtaining access to any Conduits or services therethrough or thereunder and for maintaining repairing replacing renewing amending cleansing or marking of the surface of the same and for any other reasonable purpose provided always that the Landlord shall not in the exercise of this right be entitled totally to obstruct the Tenant's vehicular access and the supply of service through the Conduits to the Premises and shall cause as little disruption to the Tenant's use of the Premises as reasonably possible and to make good all damage caused as soon as reasonably possible

6 The right upon reasonable prior written notice to the Tenant (except in emergency when no notice need be given but otherwise on the basis that the Landlord and the Tenant shall following such notice promptly leave with regard to the time of the Landlord's entry on the Premises so as to ensure that wherever reasonably possible it is outside the Tenant's hours of business and where that is not possible it is at a reasonable time and for a reasonable period given the use of the part of the Premises the Landlord require to enter) to enter and remain on the Premises with or without tools appliances scaffolding and materials for the purposes of:

(a) inspecting repairing renewing cleansing maintaining removing or connecting up to any Conduits or

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(b) inspecting cleaning repairing or meaning any adjoining or adjacent premises or other thing used in common or

(c) carrying out works under paragraphs 3.8 or elsewhere under schedule 7

(d) complying with the Landlord's obligations under this Lease or with any other Legal Obligation of the Landlord

the person entering causing as little damage and inconvenience as reasonably possible and making good at its expenses any damage caused to the Premises by such entry as soon as reasonably possible and such entry only being required where the proposed works cannot be carried out without such entry

7 The right to erect install and maintain on that part of the Premises shown coloured green on the plan such estate signage as the Landlord may from time to time reasonably require together with :

(a) the free and uninterrupted passage and running of electricity communications and other signals and services to and from such estate sign now or hereafter during the term laid in on through under or over the Premises

(b) the right to enter such part of the Premises as is necessary for the purposes of erecting installing maintaining repairing cleaning inspecting renewing removing and altering such estate signage and for installing maintaining repairing cleansing inspecting renewing making connections to and removing any conduits serving or to serve such estate signage the person *exercising such rights causing as little disturbance as reasonably practical* and making good as soon as reasonably practicable all damage to the Premises thereby caused

PGH1-101

Schedule 4

Title Matters

The rights exceptions reservations covenants and other matters contained mentioned or referred to in the Property and Charges Register of Title Number GM836352

PGH1-102

Schedule 5

Review of Basic Rent

1 On each Review Date the Basic Rent shall be reviewed in accordance with this schedule and the Basic Rent payable in respect of the first Review Period shall be the Basic Rent payable immediately before that Review Period (ignoring for this *purpose any rent cesser or reduction* under paragraph 5 of schedule 6 then current) multiplied by 1.1593 and the Basic Rent payable in respect of the second Review Period shall be higher of : (i) Basic Rent payable immediately before that Review Period (ignoring for this purpose any rent cesser or reduction under paragraph 5 of Schedule 6 then current) multiplied by 1.1593 (ii) the Open Market Rent in the second Review Date the Basic Rent payable in respect of each remaining Review Period shall be the higher of:

(i) the Basic Rent payable immediately before that Review Period (ignoring for this purpose any rent cesser or reduction under paragraph 5 of Schedule 6 then current)

(ii) the Open Market Rent on the relevant Review Date

2 The Landlord and the Tenant shall seek to agree the amount of the Open Market Rent in respect of each Review Period but if they have not agreed it by the date 3 months before the relevant Review Date then either party may require the matter to be determined by the Rent Review Surveyor

3 The Rent Review Surveyor shall be a professionally qualified surveyor or valuer and shall be previously agreed upon between the Landlord and the Tenant or (in the absence of such agreement prior to the date 1 month before the relevant Review Date) nominated on the application of either the Landlord or the Tenant or both of them jointly by the President

PGH1-103

4 The Rent Review Surveyor shall act as an arbitrator in accordance with the Arbitration Act 1996 but it is hereby agreed that such arbitrator shall not take the initiative in ascertaining the facts and/or the law and that section 34(2)(g) Arbitration Act 1996 shall not apply unless the Landlord and the Tenant otherwise agree in writing before the Rent Review Surveyor is appointed in which case he shall:

(a) act as an expert and

(b) allow the parties a reasonable opportunity of making representations and counter-representations to him and

(c) take those representations and counter-representations into account and

(d) if required by either party give written reasons for his determination

5 The award of the Rent Review Surveyor shall be binding on the parties and the costs of the reference to him and of his determination shall lie in his award

6 If the Rent Review Surveyor dies or becomes unwilling to act or becomes incapable of acting or if for any other reason the President shall in his absolute discretion think fit the President may upon the application of either the Landlord or the Tenant or both of them jointly discharge him and appoint another Rent Review Surveyor to act in his place and in the same capacity and this shall be repeated as many times as the circumstances may require

7 If for any reason the Open Market Rent is not agreed or determined until after the relevant Review Date the Tenant shall from the relevant Review Date pay the Basic Rent at the rate applicable immediately before that date and on the day 14 days after the Open Market Rent is agreed or the day 14 days after the receipt by the Tenant of determination) the Tenant shall pay the amount of any increase for the

period from and including the relevant Review Date up to the Quarter Day following that agreement or determination together with interest on each part of that payment at 4 per cent below the Interest Rate for the period on and from the date relevant Review Date up to the date on which payment is due

8 Within 28 days of the Open Market Rent being agreed or determined a memorandum recording the increased Basic Rent shall be executed by the parties and attached to this Lease and the Counterpart but that memorandum shall be regarded as evidential only and its absence shall not affect the liability of the Tenant to pay any increased Basic Rent

9 Time is not of the essence in this schedule

PGH1-105

Schedule 6

Insurance

1 *Landlord's insurance obligations*

1.1 The Landlord shall effect and maintain with an Insurer of repute the following insurances in respect of the Premises (other than any fixed glass comprised in the Premises):

(a) insurance against damage or destruction by the Insured Risks in a sum equal to the full reinstatement cost of the Premises including:

(i) the cost of demolition shoring up and site clearance

(ii) all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement

(iii) Value Added Tax on those amounts to the extent applicable and to the extent that the Landlord may not be able to recover that Value Added Tax from HM Customs & Excise

(b) third party and public liability insurance

(c) insurance against liability under the Defective Premises Act 1972 (and any other Enactment in respect of which the Landlord requires insurance)

and shall use reasonable endeavours to procure that the Tenant's interest in the Premises is noted on the Insurance Policies

1.2 The Landlord may but shall not be obliged to insure against Loss of Rent

PGH1-106

1.3 The Landlord shall not be obliged to insure under paragraph 1.1 if and to the extent that:

(a) insurance is not available in the London insurance market or

(b) any excess exclusion or limitation imposed by Insurers applies or

(c) the Insurance Policies have become void or voidable by reason of any act neglect or default of the Tenant or any undertenant or any other occupier of the Premises or any part thereof or any predecessor in title of any of them or any employee servant agent licensee or invitee of any of them

and to the extent that any risk which would otherwise be an Insured Risk is not actually insured against as a result of any of the above matters it shall not from the date that notification of such non insurance is received by the Tenant be treated as an Insured Risk for the purposes of this Lease

1.4 The Landlord will upon request from time to time (but not more than once in any year) produce to the Tenant a copy or full details of the Insurance Policies and evidence that they are in force

1.5 The Landlord will notify the Tenant in writing of any change in the Insurance Policies from time to time which is material to the Tenant

1.6 If the Landlord receives any commissions or other benefits for effecting or maintaining insurance under this Lease it shall not be obliged to pass the benefit of them on to the Tenant

1.7 If the Landlord is itself an insurance company it may self-insure in which case it shall be deemed to be doing so at its usual rates and on its usual terms

PGH1-107

2 **Reinstatement**

2.1 If the Premises are destroyed or damaged by the Insured Risks then the Landlord will with all reasonable speed seek all Necessary Consents required to reinstate the Premises and if these are obtained the Landlord will apply the insurance monies received under the Insurance Policy maintained under paragraph 1.1(a) and all monies received from the Tenant under paragraph 6 and any other contributions to the cost of reinstating the Premises in reinstating the Premises with all reasonable speed and will to the extent that the sums are insufficient as a result of the Landlord's own act neglect or default make up the shortfall out of its own resources

2.2 The Premises need not be reinstated under paragraph 2.1 to the same state appearance or layout as before but following any reinstatement the Premises shall be of substantially the same nature quality and of no less gross internal area as before and shall enjoy substantially the same rights and amenities as before

3 **Tenant's insurance obligations**

3.1 The Tenant shall pay to the Landlord within 14 days of demand the Insurance Charge credit being given to the Tenant for any payments on account made by the Tenant

3.2 The Tenant shall pay to the Landlord within 14 days of demand being made by the Landlord within 1 month before any Insurance Policies are due to be effected or renewed the Landlord's estimate of the Insurance Charge and any repayment which may become due from the Landlord to the Tenant shall be made forthwith upon the actual Insurance Charge becoming known

3.3 The Tenant shall pay to the Landlord on demand a fair and proportionate part (to be conclusively determined by the Landlord's Surveyor acting reasonably) of any excess which the Landlord is required to bear under any Insurance Policy

PGH1-108

3.4 The Tenant shall:

(a) not do or fail to do anything which shall or may cause any of the Insurance Policies to be void or voidable or increase the premiums payable under any of them

(b) not insure or maintain insurance of the Estate or the Premises against any of the Insured Risks

(c) on becoming aware of the same notify the Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the Insurers

(d) pay on demand the whole of any increase in any premium arising from a breach of paragraph 3.4(a)

(e) subject to the Tenant having notification of them to comply with all the conditions of the Insurance Policies and all requirements of the Insurers

4 Fixed glass

4.1 Unless the Landlord shall notify the Tenant in writing that it does not require the Tenant so to do the Tenant shall

(a) effect and maintain insurance of all fixed glass comprised in the Premises against breakage in the full replacement cost of that fixed glass from time to time in an insurance office of repute and

(b) pay all premiums necessary to insure such fixed glass within seven days after they become due and shall produce to the Landlord on demand (but not

PGH1-109

more than once in any 12 month period) the policy of insurance and the receipt for the premium

4.2 In the event of breakage of or damage to the fixed glass comprised in the Premises the Tenant shall at its own cost replace the same immediately

4.3 If the Tenant fails to comply with all or any part of this paragraph 4 then without prejudice to its other remedies the Landlord may effect and maintain the relevant insurance and the premium and other costs of so doing shall be paid by the Tenant to the Landlord on demand with interest at the Interest Rate for the period from the date of demand to the date of repayment by the Tenant

5 **Rent cesser**

5.1 If the Premises are damaged or destroyed by any of the Insured Risks such that the Premises are unfit for occupation and use then (unless paragraph 6 applies) the Basic Rent and the Insurance Charge or a fair proportion thereof according to the nature and extent of the damage in question shall be suspended until the earlier of:

(a) the date 3 years after the date of such damage or destruction (unless the Landlord has effected Loss of Rent insurance under paragraph 1.2 for more than 3 years in which case the longer period shall apply) and

(b) the date on which the Premises are again fit for occupation and use

6 **Vitiation of insurance**

6.1 If the insurance money under any of the Insurance Policies is wholly or partly irrecoverable (or where paragraph 1.7 applies if such money would under the Landlord's usual terms of insurance be wholly or partly irrecoverable) by reason of any act neglect or default of the Tenant or any undertenant or any other occupier of

PGH1-110

the Premises or any part thereof or any predecessor in title of any of them or any employee servant agent licensee or invitee of any of them or where the sum insured is inadequate as a result of a breach by the Tenant of paragraph 3.4(f) then the Tenant will pay to the Landlord the irrecoverable amount or the amount of the shortfall as the case may be

6.2 Subject to paragraph 6.4 payment under paragraph 6.1 shall be made on the later of the date of demand by the Landlord and the date on which such insurance money (or the relevant part of it) would have been claimable under the Insurance Policies had they not been wholly or partly vitiated

6.3 In addition to any sum payable under paragraph 6.1 the Tenant shall pay interest at the Interest Rate on the relevant sum from the date on which that sum is due to the date of payment

7 Determination

7.1 If the Premises are destroyed or damaged by any of the Insured Risks such that the Premises are unfit for occupation and use and if the Premises are not made fit for occupation and use within 3 years after that destruction or damage occurs then either the Landlord or the Tenant may by written notice to the other served at any time after that date (but before the Premises are again fit for occupation and use) determine this Lease and if such notice is served:

(a) this Lease shall forthwith determine but the Determination shall be without prejudice to any right of action of either party in respect of any previous breach of this Lease by the other or to any obligation of the Tenant under paragraphs 3.3 or 6 (and any sums payable under those paragraphs shall be paid on Determination if they have not already become payable) and

PGH1-111

(b) all monies payable under the Insurance Policies or by the Tenant under paragraphs 3.3 or 6 shall be paid to and belong to the Landlord absolutely

8 Arbitration

8.1 Any dispute under paragraphs 5, 6 or 7 shall be determined by a sole arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly by the President and in either case in accordance with the Arbitration Act 1996 (but it is hereby agreed that such arbitrator shall not take the initiative in ascertaining the facts and/or the law and that section 34(2)(g) of the Arbitration Act 1996 shall not apply)

PGH1-112

Schedule 7

Tenant's Covenants

1 **To pay Rent**

1.1 To pay the Basic Rent and the Insurance Charge and any other sum due to the Landlord under this Lease at the times and in the manner required by this Lease to such U.K. address as the Landlord may from time to time require and without deduction or set-off whether legal or equitable save as required by law

1.2 To pay the Basic Rent by banker's standing order or direct debit if required by the Landlord to such account in the United Kingdom as shall be specified by the Landlord

1.3 If the Basic Rent or any part of it is not paid in cleared funds within 7 days after the date on which it is due or if any other sum due to the Landlord under this Lease is not paid within 14 days after becoming due having been demanded the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Tenant on demand

1.4 If the Landlord properly refuses to accept any sums due to it under this Lease because an event referred to in clause 5.1 has occurred and the Landlord does not wish to waive its rights under that clause then such unpaid sums shall nevertheless bear interest under paragraph 1.3 until the date the sums in question are or ought properly to be accepted

PGH1-113

2 **To pay Outgoings**

2.1 To pay and discharge all Outgoings relating to the Premises at the times when they become due

2.2 If at any time the Premises are not separately assessed for any Outgoings the Tenant shall pay to the Landlord within 14 days of demand a fair proportion of any assessment which includes the Premises

3 **Repair and decoration**

3.1 To keep the Premises in good and substantial repair and condition

3.2 *To re-decorate the Premises to an appropriate standard as to the exterior not less* than every 3 years and as to the interior not less than every 5 years and also in each case in the 3 months preceding Determination (but not so that redecoration shall be required more than once in any 18 month period)

3.3 Before starting the last interior redecoration before Determination the Tenant shall obtain Consent (which shall not be unreasonably withheld or delayed) to the colour scheme and the type of decoration

3.4 *If any exterior redecoration involves a different colour scheme or a different type* of decoration to those then existing the Tenant shall before starting it obtain Consent to the changes which Consent shall not be unreasonably withheld or delayed

3.5 Paragraphs 3.1 and 3.2 shall not apply to the extent that any lack of repair or decoration is caused by damage by an Insured Risk (unless paragraph 6 of schedule 6 applies)

PGH1-114

3.6 To wash and clean the glass of all windows in the Premises both inside and out as often as shall be reasonably necessary but in any event at least once in every month

3.7 To wash and clean the cladding on the exterior of the Premises and all other washable surfaces on the exterior of the Premises as often as shall be reasonably necessary

3.8 If the Tenant is in breach of this paragraph 3 then in addition to any other rights which the Landlord may have:

(a) the Landlord may serve on the Tenant written notice specifying the breach in question and

(b) the Tenant shall as soon as practicable after receipt of that notice and in any event within 1 month (or sooner in emergency) commence and proceed with all due speed to remedy the breach and

(c) if the Tenant fails to comply with paragraph 3.8(b) the Landlord may enter the Premises and carry out the relevant work and all proper costs incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord which the Tenant shall pay on demand with interest at the Interest Rate from the date of demand to the date of payment

3.9 The Tenant shall give written notice to the Landlord immediately on becoming aware of:

(a) any damage to or destruction of the Premises or

(b) any defect or want of repair in the Premises (including without limitation any relevant defect within the meaning of section 4 Defective Premises Act 1972) which the Landlord is liable to repair under this Lease or which

PGH1-115

the Landlord is or may be liable to repair under common law or by virtue of any Enactment

3.10 To keep those parts of the Premises that are unbuilt upon in a clean and tidy condition and keep any grass plants trees and other areas of soft landscaping at the Premises as at the date of the Lease properly mown or tendered as appropriate to a standard approved by the Landlord and to replace any plants or trees which die

4 Yielding up on Determination

4.1 On Determination the Tenant shall yield up the Premises to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's covenants in this Lease

4.2 If on Determination the Tenant leaves any fixtures fittings or other items in the Premises which the Landlord and the Tenant have not agreed should remain the Landlord may treat them as having been abandoned and may remove destroy or dispose of them as the Landlord wishes if the Tenant has not within 21 days after written notice from the Landlord removed the same and the Tenant shall pay to the Landlord on demand the proper cost of this with interest at the Interest Rate from the date of demand to the date of payment and indemnify the Landlord against any and all resulting liability

4.3 Immediately before Determination if and to the extent required by the Landlord the Tenant shall reinstate all alterations additions or improvements made to the Premises at any time during the Term and where this involves the disconnection of Plant or Conduits the Tenant shall ensure that the disconnection is carried out properly and safely and that the Plant and Conduits are suitably sealed off or capped and left in a safe condition so as not to interfere with the continued functioning of the Plant or use of the Conduits elsewhere in the Premises

PGH1-116

4.4 Immediately before Determination the Tenant shall remove any sign or television radio or other telegraphic aerial satellite dish or similar which is fixed to or displayed at the Premises

4.5 The Tenant shall make good any damage caused in complying with paragraph 4.3 or paragraph 4.4 and shall carry out all relevant works (including the making good of damage) to the reasonable satisfaction of the Landlord

5 Use

5.1 Not to use the Premises for any purpose other than the Initial Permitted Use

5.2 Not to use the Premises for any purpose or activity which in the reasonable opinion of the Landlord is illegal immoral noisy noxious dangerous or offensive or which may be or become a nuisance to or cause damage to the Landlord or any other person or which might be harmful to the Premises or the Estate

5.3 Notwithstanding paragraph 5.1 not to use or permit or suffer the Premises to be used for the purposes of:

(a) the sale of popcorn

(b) a movie theatre

(c) the sale of confectionery ice cream or refreshments for consumption off the Premises

5.4 Not to use the Premises for the purpose of residing or sleeping nor for any sale by auction

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6 **Alterations**

6.1 Not to:

(a) demolish the Premises or

(b) erect any new building on the Premises or

6.2 Subject always to paragraph 6.1 the Tenant may carry out alterations additions or improvements to the Premises where:

(a) the Tenant has submitted to the Landlord detailed plans and specifications showing the works and

(b) the Tenant has given to the Landlord such covenants relating to the carrying out of the works as the Landlord may reasonably require and

(c) the Tenant has if reasonably so required by the Landlord provided the Landlord with suitable security which will allow the Landlord to carry out and complete the works if the Tenant fails to do so and

(d) the Tenant has first obtained Consent to the works (which shall not be unreasonably withheld or delayed)

(e) such alterations additions or improvements are not likely to adversely affect the structural integrity of the Premises

PROVIDED THAT the Tenant may carry our internal non-structural alterations without Consent and shall obtain and comply with all Necessary Consents in respect thereof and prior to that commencement supply to the Landlord details of the proposed alterations

PGH1-118

6.3 Where any works are carried out to or within the Premises to which the CDM Regulations apply and such works are carried out by or on behalf of the Tenant any undertenant (however inferior) or any other occupier of the Premises or any part thereof the Tenant:

(a) shall comply or procure compliance with the CDM Regulations and procure that any person involved in carrying out such works complies with the CDM Regulations

(b) shall act (or if such works are to be carried out by an undertenant or any other person procure that such undertenant or other person acts) as the only client in respect of such works and shall make (or procure the making of) a declaration to that effect in accordance with regulation 4 of the CDM Regulations

(c) procure that the declaration mentioned in paragraph 6.3(b) is sent without delay to the Health and Safety Executive in accordance with paragraph 4(4) of the CDM Regulations and that a copy of the Health and Safety Executive's notice in acknowledgement of the said declaration is delivered without delay to the Landlord

(d) provide the Landlord with a copy of the health and safety file relating to such works upon the completion thereof and (if the Landlord shall so reasonably request) a copy of the whole or part of the said file prior to completion immediately on request

(e) make the health and safety file relating to such works available for inspection by the Landlord on request

(f) hand over to the Landlord the health and safety file relating to such works on Determination

PGH1-119

(g) forthwith after becoming aware of any relevant information concerning health and safety relating to the Premises to provide such information to the Landlord and if the Landlord reasonably requests and to obtain all necessary copyright licences permitting the use of such information

7 **Signs etc**

7.1 Not to fix or display on the exterior of the Premises any Sign without first obtaining Consent (which shall not be unreasonably withheld or delayed) and all Necessary Consents

7.2 Not without first obtaining Consent (which shall not be unreasonably withheld or delayed) to fix or display on the exterior of the Premises any television radio or other telegraphic aerial satellite dish or similar

7.3 In case of any breach of paragraphs 7.1 and 7.2 which the Tenant has failed to remedy with 7 days written notice to do so from the Landlord the Landlord shall in addition to any other remedy it may possess have the right at any time without notice to the Tenant or the occupiers of the Premises to enter upon (but not to break and enter) the Premises and to remove and destroy any Signs or television radio or other telegraphic aerial satellite dish or similar fixed or displayed in breach of this paragraph 7 and all proper expenses incurred thereby shall on demand be paid by the Tenant to the Landlord and the Tenant shall keep indemnified the Landlord against all claims damages costs and expenses relating thereto

8 **Dealings with the Premises**

8.1 Unless expressly permitted under paragraph 8.10 by a Consent granted under paragraphs 8.2 8.3 or 8.4 the Tenant shall not assign underlet charge part with or share possession or occupation of all or any part of the Premises nor hold the Premises on trust for any other person

PGH1-120

8.2 The Landlord shall not unreasonably withhold Consent to a legal charge of the whole of the Premises and shall not be required to Consent to a floating charge over the whole of part of the Tenant's undertaking

8.3 The Landlord shall not unreasonably withhold Consent to an assignment of the whole of the Premises but the Landlord and the Tenant agree for the purposes of section 19(1A) Landlord and Tenant Act 1927 and without limiting the Landlord's ability to withhold Consent where it is otherwise reasonable to do so or to impose other reasonable conditions, that the Landlord may withhold that Consent unless the following conditions are satisfied:

(a) the prospective assignee is not a Group Company or a Connected Person and

(b) in the reasonable opinion of the Landlord the prospective assignee is of sufficient financial standing to enable it to comply with the Tenant's covenants in this Lease

(c) the Tenant (and any former Tenant who by virtue of there having been an "excluded assignment" as defined in section 11 Landlord and Tenant (Covenants) Act 1995 has not been released from the Tenant's covenants in this Lease) enters into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995 with the Landlord in such terms as the Landlord may reasonably require and

(d) if the Landlord reasonably requires a guarantor or guarantors acceptable to the Landlord acting reasonably has guaranteed to the Landlord the due performance of the prospective assignee's obligations in such terms as the Landlord may reasonably require and

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(e) any security for the Tenant's obligations under this Lease which the Landlord holds immediately before the assignment is where it is reasonable in the circumstances continued or renewed in each case on such terms as the Landlord may reasonably require in respect of the Tenant's liability under the authorised guarantee agreement referred to in paragraph 8.3(d) (but this paragraph shall not apply to any authorised guarantee agreement entered into by a former Tenant or by any guarantor of a former Tenant) and

(f) any sum due from the Tenant to the Landlord under this Lease and (where required under this Lease) demanded is paid and

(g) as a result of the assignment the Landlord's election to waive exemption in respect of the Premises under paragraph 2(1) of schedule 10 to the Value Added Tax Act 1994 will not be disapplied

8.4 The Landlord shall not unreasonably withhold Consent to an underletting of all or any part of the Premises where all of the following conditions are satisfied:

(a) the prospective undertenant has covenanted with the Landlord that until it assigns the underlease with Consent as required by the underlease it will observe and perform the Tenant's covenants and obligations in this Lease (except the covenant to pay Rent and in the case of an underletting of part insofar only as such covenants affect the underlet premises)

(b) if the Landlord reasonably requires a guarantor or guarantors acceptable to the Landlord acting reasonably has guaranteed the due performance by the undertenant of its above covenant in such terms as the Landlord may reasonably require and

(c) no fine or premium is taken or paid for the grant of the underlease and

PGH1-122

(d) the basic rent payable under the underlease is not less than the best rent reasonably obtainable for the underlease and

(e) any rent-free period or other financial inducements given to the undertenant are no greater than is usual at the time in all the circumstances and

(f) the underlease contains the same provisions as to assignment as are contained in this Lease, but subject to additional conditions in the equivalent (in the underlease) of paragraph 8.3 that:

(i) the Consent has first been obtained (which Consent shall not be unreasonably withheld or delayed) and

(ii) the prospective assignee has covenanted with the Landlord under this Lease in the terms of paragraph 8.4(a)

(g) Consent to the form of the underlease has first been obtained (which Consent shall not be unreasonably withheld or delayed where the provisions of it are consistent with the requirements of this Lease and where the basic rent due under it is reviewable at the same times and on equivalent terms as the Basic Rent)

(h) as a result of the underletting the Landlord's election to waive exemption in respect of the Premises under paragraph 2(1) of schedule 10 to the Value Added Tax Act 1994 will not be disapplied

(i) in the case of an underletting of part only of the Premises the provisions of paragraph 8.5 are complied with

8.5 The additional provisions relating to underletting of part only of the Premises are:

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(a) the total number of such underleases which may subsist at any time during the Term shall not exceed four and

(b) any such underlease shall contain provisions enabling the Tenant (as lessor) to recover from the undertenant a due proportion of the Insurance Charge and of the cost to the Tenant of repairing decorating and operating the Premises and

(c) any such underlease shall preclude further underletting of all or part of the underlet premises

(d) any such underlease shall be excluded from the operation of sections 24-28 Landlord and Tenant Act 1954

8.6 The Tenant shall:

(a) enforce against any undertenant the provisions of any underlease and shall not knowingly waive them and

(b) operate the rent review provisions contained in any underlease so as to ensure that the rent is reviewed at the correct times and in accordance with those provisions

8.7 The Tenant shall not without first obtaining Consent (which shall not be unreasonably withheld or delayed) vary the terms of any underlease

8.8 The Tenant shall not require or permit any rent reserved by any underlease to be commuted or to be paid more than one quarter in advance or to be reduced

PGH1-124

8.9 Any Consent granted under this paragraph 8 shall (unless it expressly states otherwise) only be valid if the dealing to which it relates is completed within 2 months after the date of the Consent

8.10 (a) The Tenant may (after giving written notice to the Landlord containing all relevant information) share occupation of the Premises with any Group Company on condition that the sharing shall not create any relationship of landlord and tenant and that on any occupier ceasing to be a Group Company or any assignment of this Lease the occupation shall immediately cease or be otherwise documented in accordance with this paragraph 8

(b) the Tenant may grant licences to third parties to trade from parts of the Premises on condition that:-

(i) the third party shall not be granted a tenancy nor be given exclusive occupation of the whole or any part of the Premises and will not become entitled to any security of tenure or compensation upon termination of such licences

(ii) the total gross internal area at any one time subject to such licences shall not exceed one third of the total gross internal area of the Premises

(iii) all trades to be carried on pursuant to any such licence shall be notified to the Landlord and shall at all times be within the Initial Permitted Use

(iv) the Landlord is notified of the terms of the arrangement upon request (excluding financial details)

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(v) the licence is personal to the parties to it and cannot bind any other parties

8.11 Within 28 days after any dealing with or transmission or devolution of the Premises or any interest in it (whether or not specifically referred to in this paragraph 8) the Tenant shall give to the Landlord's solicitors at that time notice in duplicate specifying the basic particulars of the matter in question and at the same time supply a certified copy of any instrument making or evidencing it and pay those solicitors a registration fee of £25.00 or such higher sum as shall be reasonable at the time

8.12 From time to time on demand during the Term the Tenant shall provide the Landlord with particulars of all derivative interests of or in the Premises including particulars of rents and rent reviews and copies of any relevant documents and the identity of the occupiers of the Premises

9 Legal Obligations and Necessary Consents

9.1 The Tenant shall comply with all Legal Obligations

9.2 Where the Tenant receives from an Authority any formal notice relating to the Premises (whether or not the notice is of a Legal Obligation) it shall immediately send a copy to the Landlord and if reasonably requested by the Landlord make or join in making such objections representations or appeals in respect of it as the Landlord may reasonably require

9.3 Where any Legal Obligation requires the carrying out of works to the Premises the Tenant shall (if and to the extent required by this Lease) apply for Consent and any Necessary Consents to carry out the works and after obtaining them the Tenant shall carry out the works to the reasonable satisfaction of the Landlord

PGH1-126

9.4 Before doing anything at the Premises which requires any Necessary Consents (and whether or not the Landlord shall have issued its Consent to that thing under the other provisions of this Lease) the Tenant shall:

(a) obtain all Necessary Consents for the purpose and

(b) produce copies of all Necessary Consents to the Landlord and

(c) obtain Consent (which Consent shall not be unreasonably withheld or delayed) to the Necessary Consents and the implementation of them

9.5 Where any Necessary Consent implemented by the Tenant or any undertenant or permitted occupier of the Premises requires works to be carried out by a date subsequent to Determination the Tenant shall ensure that those works are completed before Determination

9.6 If the Tenant receives or is entitled to receive any statutory compensation in relation to the Lease (other than from the Landlord) and if Determination occurs otherwise than by effluxion of time the Tenant shall upon Determination pay to the Landlord a fair proportion of that compensation

9.7 If and when called upon to do so (but not more often than is reasonable) the Tenant shall produce to the Landlord all plans documents and other evidence which the Landlord may reasonably require in order to satisfy itself that this paragraph 9 has been complied with

10 <u>Conduits and Plant</u>

10.1 Not to use the Conduits or the Plant:

(a) for any purpose other than that for which they are designed or

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(b) so as to exceed the capacity for which they are designed

10.2 The Tenant will keep clean and free from obstruction all Conduits forming part of the Premises

11 Overloading damage and method of use

11.1 The Tenant shall not overload any part of the Premises

11.2 The Tenant shall not install in the Premises any machinery which causes a nuisance or damage to the Premises or other premises on the Estate and shall keep all such machinery in good condition

11.3 The Tenant shall maintain to the reasonable satisfaction of the Landlord and to the satisfaction of the Insurers adequate fire prevention apparatus upon the Premises

11.4 The Tenant shall not exhibit or place any articles of any kind (including but not limited to "A" boards) outside the Premises

11.5 The Premises are to be locked or otherwise secured when not in use

11.6 The Tenant shall not keep produce or use any Hazardous Material on the Premises without first obtaining Consent such Consent not to be unreasonably withheld or delayed nor (whether or not Consent is given) cause any Environmental Damage

11.7 Any request by the Tenant for Consent under paragraph 11.6 shall be in writing and shall be accompanied by:

(a) all information required to demonstrate to the reasonable satisfaction of the Landlord that any such Hazardous Material is to be used in connection with the business of the Tenant or another lawful occupier of the Premises and

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will be kept produced or used in such manner as to comply with all Legal Obligations applicable to such Hazardous Material and to prevent Environmental Damage

(b) all relevant information regarding compliance with any relevant Legal Obligations (such information to include without limitation copies of applications for Necessary Consents relating to any manufacturing processes waste treatments recycling storage or disposal practices)

11.8 The Tenant shall forthwith notify the Landlord in writing of any change in the facts and circumstances assumed or reported in any application for or granting of Consent or any Necessary Consent to any Hazardous Material kept produced or used on the Premises

11.9 The Tenant shall indemnify the Landlord against all losses claims or demands in respect of any Environmental Damage arising out of the use or occupation of the Premises by the Tenant or its lawful undertenants or licensees or the state of repair of the Premises

12 **Rights and easements**

12.1 The Tenant shall not grant to any third party any rights of any nature over the Premises (except as permitted under paragraph 8)

12.2 The Tenant shall not knowingly do anything to obstruct and prevent any easements and rights currently enjoyed by the Premises and in particular (without limitation) will not obstruct any of the windows of the Premises

12.3 The Tenant shall not do or knowingly omit to do anything whereby any right of prescription shall arise against the Landlord

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13 Entry by Landlord

13.1 Upon reasonable prior written notice (except in emergency when no notice need be given but otherwise on the basis that the Landlord and Tenant shall following such notice promptly agree a time for the Landlord's entry on the Premises so as to ensure [illegible] possible it is outside the Tenant's hours of business and where that was not possible it is at a reasonable time and for a reasonable period given the use of the part of the Premises the Landlord requires to enter) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain unobstructed on) the Premises for the purpose of:

(a) exercising the rights reserved by schedule 2 or

(b) inspecting the Premises for any purpose permitted under this Lease

(c) making surveys or drawings of the Premises or

(d) complying with the Landlord's obligations under this Lease or with any other Legal Obligation of the Landlord or

(e) in the last 3 months before Determination erecting a notice board stating that the Premises are to let (which the Tenant shall not remove interfere with or obscure and which shall not obstruct windows or doors of the Premises)

(f) carrying out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do

the person entering causing as little damage and inconvenience as reasonably possible and making good at its expenses any damage caused to the Premises by

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such entry as soon as reasonably possible and such entry only being required where the proposed works cannot be carried out without such entry

13.2 The Tenant shall keep the Landlord informed of the names addresses and telephone numbers of at least two persons who have keys to the Premises

14 Costs

14.1 The Tenant shall pay to the Landlord and any Superior Landlord on demand on a full indemnity basis all proper costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:

(a) any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement or attempted enforcement of those covenants and obligations by the Landlord

(b) any application for Consent under this Lease whether or not that Consent is refused or the application is withdrawn (unless Consent is unreasonably withheld or granted with unreasonable conditions in contravention of this Lease)

(c) the preparation and service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

(d) the preparation and service of any notice under paragraph 3.8 or any schedule of dilapidations served during the Term or within 3 months after Determination (but in all cases relating to dilapidations occurring prior to Determination)

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14.2 Where this Lease provides for the Tenant to indemnify the Landlord or any Superior Landlord against any costs expenses losses and liabilities the Tenant shall in addition thereto pay the amount of any Value Added Tax payable thereon save where the Landlord can recover such Value Added Tax as input credit

15 **Not to cause obstruction or nuisance**

15.1 Not to cause congestion or obstruction on any public highway or on any part of the Access Road and not to use the same in such a manner as to cause any nuisance or damage or annoyance

15.2 Without prejudice to the generality of paragraph 15.1 not to use or suffer to be used the car park forming part of the Premises other than as car parking areas for customers and others doing business at the Premises and not to permit customers of and others doing business with the Tenant or the occupier or occupiers of the Premises to park any vehicle within the Estate other than on the car park forming part of the Premises

16 ***To comply with regulations***

16.1 To comply with all the reasonable regulations regarding the use of the Estate or any part or parts thereof which shall from time to time be made by the Landlord

17 **Waste**

17.1 The Tenant shall not store any Waste within the Premises in such a manner as to be visible from any part of the Estate

17.2 The Tenant shall procure that all Waste produced by the Tenant or any undertenant or any other person occupying or visiting the Premises is deposited in suitable receptacles within the Premises and the Tenant shall:

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(a) take all reasonable measures to prevent the unauthorised or harmful deposit treatment keeping or disposal by any party of such Waste and

(b) procure that the transfer of such Waste is to a party authorised to handle it and that where appropriate due to Legal Obligations an accurate written description of it is provided and transferred with such Waste and

(c) procure that all such Waste is collected at least once a week

17.3 The Tenant shall comply with the terms of any permit licence authorisation or consent relating to the deposit treatment keeping or disposal of waste

18 **Loss of Guarantor**

18.1 If any person who has guaranteed to the Landlord the Tenant's obligations contained in this Lease dies or is the subject of any of the events referred to in clause 5.1(c) then within 14 days after becoming aware of the event the Tenant shall give notice of it to the Landlord and if so required by the Landlord at the expense of the Tenant the Tenant shall within 28 days after that event procure a further guarantee in the same terms from a party reasonably acceptable to the Landlord

19 **Title Matters**

19.1 The Tenant shall not do anything in breach of the covenants and other obligations in respect of the Premises arising from the Title Matters so far as they affect the Premises and are still subsisting

20 **Tenant's VAT Status**

20.1 That the Tenant is and intends and expects to remain during the Term a taxable person for VAT purposes and that the Tenant neither intends nor expects to use the

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Premises at any time during the term of the Lease (which shall include without limitation by assignment of or any other dealing with this Lease the grant or assignment of any other interest in al or any part of the Premises or by parting with possession of all or any part of the Premises) in such a manner as will cause the Premises to be or become exempt land (within the meaning of paragraph 3A(7) schedule 10 Value Added Tax Act 1994)

20.2 (a) To indemnify and hold indemnified the Landlord (and the representative member of any VAT group of which the Landlord is for the time being or has been a member) from and in respect of:

(i) any liability of the Landlord (or that representative member) to make any payment (whether under Part XV VAT Regulations 1995 or otherwise and including without limitation any fine penalty charge or surcharge) by reference to any input tax incurred in respect of the Premises and

(ii) any and all liabilities and costs (including without limitation any fine penalty charge or surcharge) to the extent they arise as a result of any input tax incurred by the Landlord (or treated as incurred by that representative member) which was is or shall be treated as disallowable)

in either case as a direct or indirect result of any supply by the Landlord (whether or not to the Tenant under this Lease) being or having been other than a taxable supply as a result of the Premises or any part of the Premises being determined by HM Customs & Excise to be or have been exempt land (within the meaning of paragraph 3A(7) Schedule 10 Value Added Tax Act 1994)

(b) To pay the Landlord within 7 days of written demand:

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(i) an amount equal to the amount of any such liability within paragraph 20.2(a)(i) and such liabilities and costs within paragraph 20.2(a)(ii) the Landlord's determination of each of which shall be conclusive save in the case of manifest error and

(ii) if any payment made or due under paragraph 20.2(b)(i) is or shall be subject to taxation such additional amount which (after taking into account such taxation and any taxation in respect of that additional amount) shall result in the Landlord receiving and retaining an amount equal to the full amount which it would have received and retained had such payments not been subject to taxation

21 **Indemnity**

21.1 To indemnify the Landlord from and against legal liability in respect of all loss damage actions proceedings claims demands costs damages liability and expenses in respect of any injury to or the death of any person or damage to any property movable or immovable or the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of the repair state of repair condition existence or any alteration to or to the user of the Premises or anything now or hereafter attached to or projecting from the Premises and from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

22 **Expenses**

To pay within 21 days of demand a fair and proper proportion (as determined by the Landlord's Surveyor acting reasonably) of all costs of inspecting repairing renewing cleansing lighting insuring and maintaining the Access Road until the same is adopted and maintainable at public expense.

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Schedule 8

Landlord's covenants

1 Quiet enjoyment

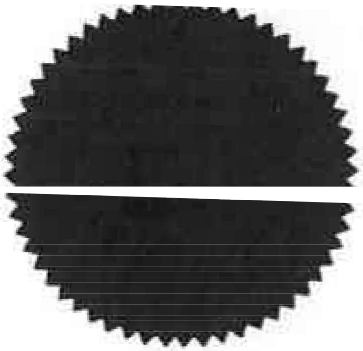
1.1 If the Tenant observes and performs the Tenant's covenants and obligations in this Lease the Tenant may peaceably hold and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord

2 Repair

2.1 (Subject to the Tenant paying to the Landlord the fair and proper proportion of the costs incurred by the Landlord in complying with this obligation) until the same are adopted and maintainable at public expense to maintain clean repair inspect and where necessary renew the Conduits serving the Premises from time to time and the Access Road and to keep the same in good and substantial repair and condition and (in the case of the Access Road) properly lit at all times

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The common seal of)
ARROWCROFT LEISURE LIMITED)
was affixed to this Deed in the presence of:)



[redacted] Director

[redacted] Secretary

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

Official copy of register of title

Title number MAN248934 | Edition date 25.06.2015

- This official copy shows the entries on the register of title on 26 MAY 2026 at 09:31:00.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : TAMESIDE

1 (26.05.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings on the west side of Oldham Street, Denton, Manchester.

2 (26.05.2015) The mines and minerals are excepted.

3 (26.05.2015) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.

4 (26.05.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 19 September 2001 referred to in the Charges Register.

5 (26.05.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 16 April 2015
Term : From and including 16 April 2015 to and including 2 September 2036
Parties : (1) Virgin Active Limited
(2) Pure Gym Limited

6 (26.05.2015) The Lease prohibits or restricts alienation.

7 (26.05.2015) The landlord's title is registered.

8 (26.05.2015) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (26.05.2015) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (26.05.2015) A Conveyance of the freehold estate in the land tinted yellow and tinted pink on the title plan and other land dated 8 March 1947 made between (1) The Right Honourable Seymour William Arthur John 7th Earl of Wilton (Vendor) (2) George Henry Drummond and Norman Frank Boyes and (3) North Cheshire and District Gas Company (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (26.05.2015) By the Conveyance dated 8 March 1947 referred to above the land tinted yellow and tinted pink on the title plan was conveyed subject as follows:- "Subject to (1) And with the benefit of the expired Lease to the Lancashire Felt Company dated the third day of June One thousand nine hundred and fifteen under which such Company are holding over in respect of the line of water pipes shown by two sets of blue lines on the said plan drawn hereon ..... (3) the line of public sewer and manholes of the Denton Urban District Council shown by a green line on the said plan."

NOTE: One set of the blue lines on the plan referred to above is outside the land in this title, the other set is shown by a blue broken line on the title plan and the green line referred to does not affect the land in this title.

3 (26.05.2015) The land tinted yellow and tinted pink on the title plan is subject to the following rights reserved by the Conveyance dated 8 March 1947 referred to above:-

"There are Excepted and Reserved unto the Vendor in fee simple out of all the hereditaments hereby conveyed

.....

THIRDLY the free running of water and soil into and through the hereditaments hereby conveyed by any sewer or drain now being under or running through the same or any part thereof and the right to enter upon the said hereditaments for the purposes of inspecting and repairing any such sewer or drain."

4 (26.05.2015) A Conveyance of the freehold estate in the land tinted blue on the title plan and other land dated 22 October 1947 made between (1) The Right Honourable Seymour William Arthur John 7th Earl of Wilton (Vendor) (2) George Henry Drummond and Norman Frank Boyes and (3) The Lancashire Felt Company Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 (26.05.2015) The land tinted blue on the title plan is subject to the following rights reserved by the Conveyance dated 22 October 1947 referred to above:-

"There are EXCEPTED AND RESERVED unto the Vendor in fee simple out of all the hereditaments hereby conveyed ..... Thirdly the free running of water and soil into and through the hereditaments hereby conveyed by any sewer or drain now being under or running through the same or any part thereof and the right to enter upon the said hereditaments for the purposes of inspecting and repairing any such sewer or drain."

6 (26.05.2015) A Conveyance of the freehold estate in the land tinted blue and tinted yellow on the title plan and other land dated 20 August 1971 made between (1) North Western Gas Board and (2) Lancaster Carpets Limited contains restrictive covenants.

NOTE: Copy filed under LA280456.

C: Charges Register continued

The Conveyance dated 27 November 1956 referred to as "the third Conveyance" does not itself contain any exceptions reservations, covenants and conditions but refers to those contained in the Conveyance dated 22 October 1947 referred to above.

7 (26.05.2015) A Conveyance of the freehold estate in the land tinted pink on the title plan and other land dated 31 July 1973 made between (1) British Gas Corporation (Vendor) and (2) Lancaster Carpets Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE: Copy Conveyance plan filed under LA363950.

8 (26.05.2015) The land tinted pink on the title plan is subject to the following rights reserved by the Conveyance dated 31 July 1973 referred to above:-

"EXCEPT AND RESERVING unto the Vendor and its successors in title the owners and occupiers for the time being of its neighbouring land

(i) The right to use or permit its neighbouring land to be used for the performance of the duties and the exercise of the powers mentioned in sub-sections (1) and (2) of Section 2 of the Gas Act 1972 notwithstanding that such user shall or may be or become a private nuisance or annoyance or inconvenience to the Purchaser or the owners for the time being of the property hereby conveyed or any part thereof or to any occupier of that property or any part thereof or any building erected thereon or which may lessen the value of such property or any part thereof and such user as aforesaid shall not constitute a cause for civil action by the Purchaser or the said owner or occupier against the Vendor and

(ii) Full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any buildings or other erections to be erected on any part of its neighbouring land in such a manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the property hereby conveyed and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Vendor's said neighbouring land or in respect of the property hereby conveyed shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right.

(iii) The free right of passage and running of water and soil from any part of its neighbouring land through any sewers or drains now or hereafter constructed in through or under the property hereby conveyed and in particular the right to discharge water (including gas holder water) from its neighbouring land through the drains shown on the plan annexed hereto into the sedimentation tank and spillway within the property hereby conveyed.

(iv) The right and liberty to use maintain clean repair renew inspect remove and replace so much of the 16 inch diameter gas main in the position approximately indicated on the said plan by a yellow line between the points marked A and B C D and E as falls within the property hereby conveyed subject to the Vendor after the execution of any works restoring to its former condition so far as is reasonably practicable any land affected by works executed in pursuance of the said right and liberty and also full right and liberty for the Vendor and all persons authorised by it from time to time and at all reasonable times hereafter on reasonable notice being given to the Purchaser and without notice in case of emergency to enter upon the property hereby conveyed lying within ten feet from the centre of the said main for all or any of the purposes aforesaid

.....

SUBJECT ALSO to the right of the owners and occupiers of the blue land to connect with and to tie into the existing sewer indicated on the said plan."

C: Charges Register continued

9 (26.05.2015) A Transfer which included the freehold estate in the land in this title and other land dated 24 January 1990 made between (1) C. V. Apparel Limited (2) Vantona Viyella PLC and (3) NWW Properties Limited contains restrictive covenants.

NOTE: Copy filed under GM531291.

10 (26.05.2015) The land is subject to the rights reserved by a Transfer of the freehold estate in the land in this title and other land dated 24 February 2000 made between (1) United Utilities Properties Limited and (2) Arrowcroft Leisure Limited.

NOTE: Copy filed under GM836352.

11 (26.05.2015) A Transfer of the freehold estate in the land in this title dated 19 September 2001 made between (1) Arrowcroft Leisure Limited and (2) Kingsland Estates (Missouri) Limited contains restrictive covenants.

NOTE: Copy filed under GM882961.

Schedule of restrictive covenants

1 (26.05.2015) The following are details of the covenants contained in the Conveyance dated 8 March 1947 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall (so far as practicable) bind the hereditaments hereby assured and every part thereof into whosoever hands the same shall come and shall enure for the benefit of all portions or any portion of the Estates in the County of Lancaster now vested in the Vendor to which the benefit of this present covenant can lawfully be annexed and of any and every part of every such portion of the said Estates hereby covenants with the Vendor and his successors in title (as a separate and several covenant in regard to each stipulation or restriction next hereinafter mentioned) that the Purchaser and its successors in Title will at all times hereafter in relation to the hereditaments hereby conveyed observe and perform such of the stipulations and restrictions set out in the Second Schedule hereto as can be made binding on the hereditaments hereby assured as restrictive covenants

THE Purchaser hereby covenants with the Vendor and his successors in title (being assigns by operation of law or by disposition of this present covenant) that the Purchaser and its successors in title to the hereditaments hereby assured or any part or parts thereof will at all times hereafter perform and observe in relation to such hereditaments or any part or parts thereof as aforesaid all the stipulations and restrictions set forth in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

(a) Not to allow the land hereby conveyed to remain unfenced from the adjoining land of the Vendor but to substantially fence in the said land by erecting a fence of approved type to the satisfaction of the Vendor or his Surveyor on the Northerly side along the Southerly boundary of Viscount Street and also on the Easterly and South Westerly sides of the said land and will thereafter maintain the said fences in good and substantial repair and condition provided always that until the complete occupation by the Purchaser of the land hereby conveyed it shall only be incumbent on the Purchasers to comply with the reasonable requirements of the Vendor or his Surveyor as to fencing having regard to the land actually occupied by the Purchasers from time to time

(b) Not to use or permit the said land to be used or any buildings erected or to be erected thereon for any trade or business purposes whatsoever which may be deemed to be a public or private nuisance or annoyance to the Vendor or any tenants of the Vendor or to the neighbourhood and particularly will not without the previous consent in writing of the Vendor or his successors in title allow any building erected on the said land to be used as an hotel tavern beerhouse or beershop or otherwise for the sale of beer wines or spirits PROVIDED ALWAYS that the user of the said land or part thereof for Gas Works

Schedule of restrictive covenants continued

shall not be deemed a breach of this covenant."

NOTE: None of the boundaries of the land in this title form part of the Northerly Easterly and South Westerly sides referred to.

2 (26.05.2015) The following are details of the covenants contained in the Conveyance dated 22 October 1947 referred to in the Charges Register:-

THE Purchaser to the intent that this covenant shall (so far as practicable) bind the hereditaments hereby assured and every part thereof into whosoever hands the same shall come and shall enure for the benefit of all portions or any portion of the estates in the County of Lancaster now vested in the Vendor to which the benefit of this present covenant can lawfully be annexed and of any and every part of every such portion of the said Estates Hereby covenants with the Vendor and his successors in title that the Purchaser and its successors in title will at all times hereafter in relation to the premises hereby conveyed observe and perform the stipulations and restrictions set out in the Second Schedule hereto as can be made binding on the hereditaments hereby assured as restrictive covenants.

THE Purchaser hereby covenants with the Vendor and his successors in title (being assigns by operation of law or by disposition of this present covenant) that the Purchaser and its successors in title to the hereditaments hereby assured or any part or parts thereof will at all times hereafter perform and observe in relation to such hereditaments or any part or parts thereof as aforesaid all the stipulations and restrictions set forth in the Second Schedule hereto

THE SECOND SCHEDULE above referred to:-

(a) Not to allow the land hereby conveyed to remain unfenced but forthwith to fence in the same from the adjoining land of the Vendor along the Easterly boundary by erecting a substantial fence not less than four feet in height to the satisfaction of the Vendor or his Surveyor and thereafter to maintain the said fence in good and substantial repair and condition

(b) Not to use or permit the said land to be used or any buildings erected or to be erected thereon for any trade or business purposes whatsoever which may be deemed to be a public or private nuisance or annoyance to the Vendor or any tenants of the Vendor or to the neighbourhood and particularly will not without the previous consent in writing of the Vendor or his successors in title allow any building erected on the said land to be used as an hotel tavern beerhouse or beershop or otherwise for the sale of beer wines or spirits Provided always that the user of the said land or part thereof for the extension of the Company's works shall not be deemed a breach of this covenant.

(c) No building or other erection shall be erected on the said land hereby conveyed until the plans elevations and specifications thereof have been approved of in writing by the Vendor or his Surveyor

(d) Not to allow any building or erection to be erected on the strip of land coloured brown on the said plan which shall be left open and unbuilt upon the same being the site of an intended street known as Viscount Street.

3 (26.05.2015) The following are details of the covenants contained in the Conveyance dated 31 July 1973 referred to in the Charges Register:-

"WITH intent to bind the land hereby conveyed and for the benefit of the said 16 inch gas main and the right and liberty reserved in respect thereof and for the benefit of the Vendor's neighbouring land and Purchaser hereby covenants with the Vendor

(i) Not to do or cause or permit to be done on the property hereby conveyed anything calculated or likely to cause damage or injury to so much of the said 16 inch gas main as lies within the property hereby conveyed and to take all reasonable precautions to prevent such damage or injury

Schedule of restrictive covenants continued

(ii) Not to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus or to deposit material or permit material to be deposited on any land being nearer than 10 feet from the centre of the said 17 inch gas main

(iii) Not to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus within 10 feet of the Oldham Street boundary wall PROVIDED ALWAYS that the covenants contained in sub-clause (ii) and (iii) of this clause shall not operate so as to prevent the Purchaser from constructing and/or using the following

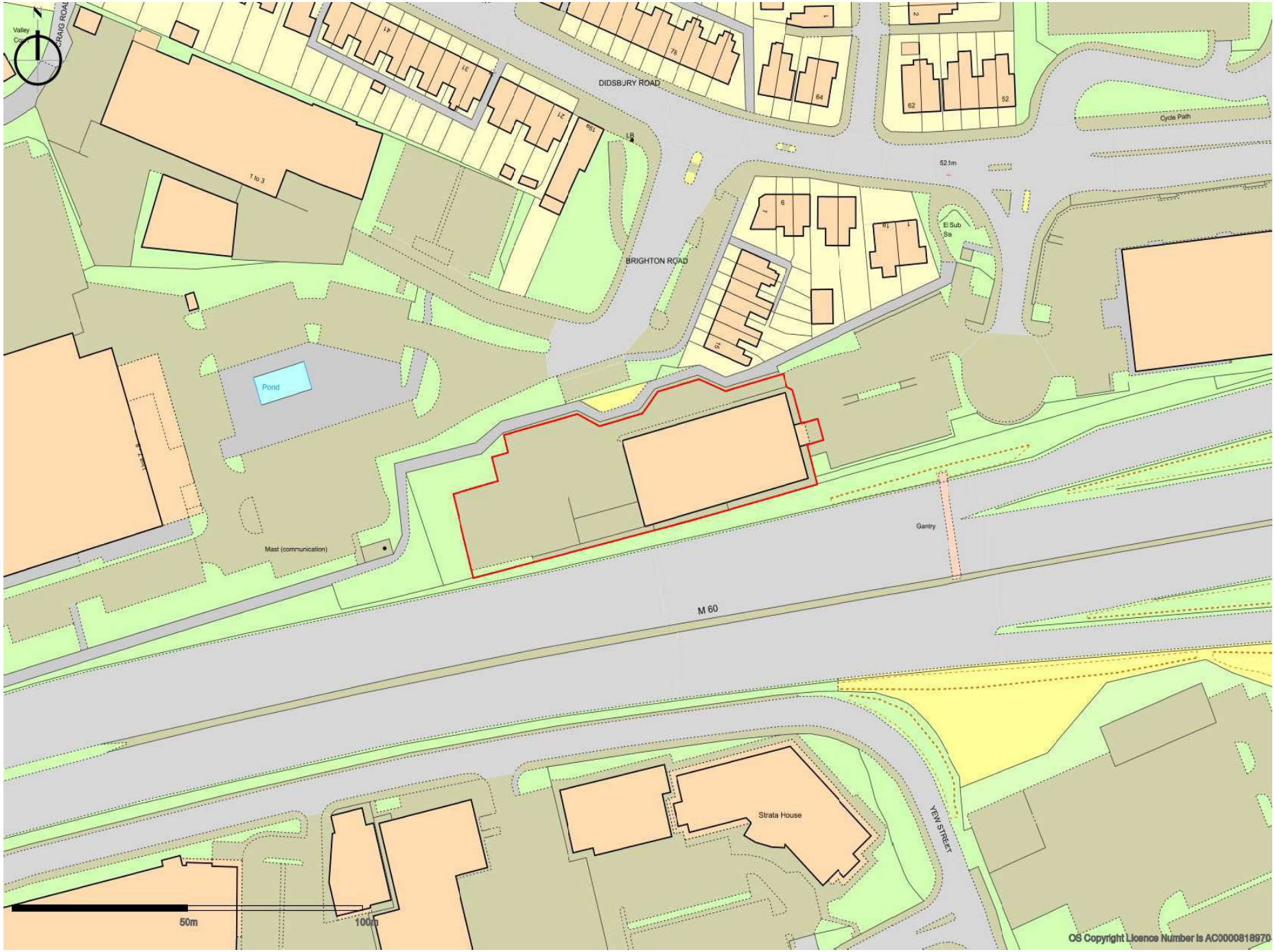
(a) a road over the length or part of the length of the said 16 inch gas main in the vicinity thereof and/or

(b) vehicle crossings and/or hard standings over or in the vicinity of the said 16 inch gas main for the purpose of loading or unloading at adjacent or neighbouring buildings and/or

(c) Overhead conveyors over or in the vicinity of the said 16 inch gas main and serving the adjacent or neighbouring buildings

SUBJECT in each instance to the Purchaser obtaining the prior approval of the Vendor (not to be unreasonably withheld) of the standards and methods of construction and the position of foundations and to the Vendor being notified not less than three days before the start of any construction work and being permitted to enter the said land and inspect such works."

End of register


DIDSBURY ROAD
BRIGHTON ROAD
Cycle Path
52.1m
El Sub Sta
Pond
Mast (communication)
Gantry
M 60
Strata House
YEW STREET
1 to 3
50m
100m
OS Copyright Licence Number is AC0000818970

PGH1-145

C/M/S/
Law.Tax

DATE: 29 January 2021

LEASE RELATING TO
UNIT 2 DIDSBURY ROAD, STOCKPORT, SK4 2BE

Between

BNP PARIBAS DEPOSITARY SERVICES (JERSEY) LIMITED AND BNP PARIBAS DEPOSITARY SERVICES LIMITED AS TRUSTEES OF THE THREADNEEDLE PROPERTY UNIT TRUST

and

PURE GYM LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
2 College Square
Anchor Road
Bristol BS1 5UE
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease 29 January 2021

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM733211

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

BNP Paribas Depositary Services (Jersey) Limited (a company incorporated in Jersey under company number 6043) and BNP Paribas Depositary Services Limited (a company incorporated in Jersey under company number 14168), as trustees for Threadneedle Property Unit Trust both of whose registered offices are at IFC 1, The Esplanade, St Helier, Jersey JE1 4BP and whose addresses for the purpose of service of notices are both care of Threadneedle Portfolio Services Limited at Cannon Place, 78 Cannon Street, London EC4N 6AG.

Tenant

Pure Gym Limited (incorporated and registered in England and Wales under company registration number 06690189), the registered office of which is at Town Centre House, Merrion Centre, Leeds LS2 8LY.

Other parties

None.

LR4. Property

The Property as specified in this lease in the definition of the Premises at clause 1 but excluding the matters specified in the definition of the Premises at clause 1 of this lease.

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

LR5. Prescribed statements etc.

None.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

LR5.2 This lease is made under, or by reference to, provisions of:

LR6. Term for which the Property is leased

From and including 8 January 2021

To and including 7 January 2036

LR7. Premium

None.

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LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements granted for the benefit of the Property as specified in this lease at clause 4.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements granted or reserved by this lease over the Property as specified in this lease at clause 5.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

LEASE

DATE 29 January 2021

PARTIES

(1) **BNP PARIBAS DEPOSITARY SERVICES (JERSEY) LIMITED** (a company incorporated in Jersey under company number 6043) and **BNP PARIBAS DEPOSITARY SERVICES LIMITED** (a company incorporated in Jersey under company number 14168), as trustees for **THREADNEEDLE PROPERTY UNIT TRUST** both of whose registered offices are at IFC 1, The Esplanade, St Helier, Jersey JE1 4BP and whose addresses for the purpose of service of notices are both care of Threadneedle Portfolio Services Limited at Cannon Place, 78 Cannon Street, London EC4N 6AG (the "**Landlord**"); and

(2) **PURE GYM LIMITED** (incorporated and registered in England and Wales under company registration number 06690189), the registered office of which is at Town Centre House, Merrion Centre, Leeds LS2 8LY (the "**Tenant**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

The following definitions apply in this Lease:

"**Business Day**" means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for general banking business;

"**Car Park**" means that part of the Estate set aside by the Landlord for the parking of vehicles from time to time;

"**Communal Areas**" means the means of pedestrian and vehicular access, car parking and circulation within the Estate and the refuse disposal areas, landscaped areas and other common circulation areas within the Estate designated or provided by the Landlord during the Term from time to time for the common use and enjoyment of the tenants and other occupiers of or visitors to the Estate;

"**Contamination**" means pollutants or other substances in the soil and groundwater which, in the quantities or concentrations present, are harmful to humans, animals and other living organisms or to the environment

"**Estate**" means the Landlord's estate known as Didsbury Road shown for identification only edged red on the Plan and all appurtenances thereto including:

(a) all Landlord's fixtures fittings plant machinery apparatus and equipment now or hereafter in or upon the same;

(b) additions reductions alterations and improvement thereto provided that the rights granted to the Tenant are not materially adversely affected and the Service Charge payable by the Tenant is not unreasonably increased;

(c) any additional and adjoining land and buildings in which at any time during the Term the Landlord shall have acquired a freehold or leasehold interest and which the Landlord shall designate as part of the Estate for the purposes of this Lease in the interests of good estate management provided that the rights granted to the Tenant are not adversely affected and the Service Charge payable by the Tenant is not unreasonably increased;

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"**EPC**" means both an energy performance certificate and a recommendation report (as each term is defined in The Energy Performance of Buildings (England and Wales) Regulations 2012);

"**Excluded Expenses**" means the cost of Utilities of the Retained Parts;

"**Excluded Risks**" means any risk listed in paragraph (a) or referred to in paragraph (b) of the definition of Insured Risks against which the Landlord does not insure (or in respect of which there is a partial exclusion to the extent that the partial exclusion applies) because insurance cover for that risk is either not ordinarily available in the London insurance market, or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable;

"**Group**" means a group of companies within the meaning of section 42 of the Landlord and Tenant Act 1954;

"**Guarantor**" means any person who has entered into a guarantee or an authorised guarantee agreement pursuant to this Lease;

"**Insurance Rent**" means a fair proportion of the reasonable and proper cost to the Landlord (including any insurance premium tax) of insuring:

(a) the Estate against the Insured Risks for its full reinstatement cost, including the proper costs of demolition and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT;

(b) against loss of the Rent (having regard to the provisions for the review of the Rent) for a period of three years; and

(c) against public liability of the Landlord in connection with any matter relating to the Estate, its occupation or use;

"**Insured Risks**" means:

(a) fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion, malicious damage and terrorism; and

(b) such other risks as the Landlord may from time to time insure against (whether at its own discretion (acting reasonably) or at the request of the Tenant),

except to the extent that any such risk is for the time being an Excluded Risk;

"**Interest Rate**" means the rate of three per cent above the base lending rate from time to time of Barclays Bank Plc, or if that rate is no longer published then three per cent above the rate of interest which the Landlord reasonably considers to be most closely comparable to minimum lending rates generally applicable in the United Kingdom from time to time;

"**Landlord**" means the first party to this deed and its successors in title and persons entitled to the reversion immediately expectant on the termination of this Lease;

"**Landlord's Energy Management Costs**" means the costs of the Landlord of:

(a) acquiring allowances of any nature and paying all present and future taxes, duties, or assessments of any nature relating to the supply or consumption of energy, or relating

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to emissions consequential upon that supply or consumption (and whether those emissions are direct or indirect);

(b) monitoring the supply and consumption of energy and such emissions; and

(c) gathering and processing information relating to the supply and consumption of energy and to such emissions,

and in this definition "**Landlord**" means the group of undertakings of which the Landlord is a member for the purposes of such allowances or taxes;

"**Landlord's Surveyor**" means a chartered surveyor appointed by the Landlord, who may be an individual, or a firm or company of chartered surveyors, or an employee of the Landlord or a company which is in the same Group as the Landlord who in each case shall act fairly and impartially;

"**this Lease**" means this deed as varied or supplemented by any document which is supplemental to this deed;

"**Lettable Unit**" means any part of the Estate (other than the Premises) which is let or is intended for letting on the basis of a lease similar in nature to this Lease;

"**Permitted Part**" means a self-contained area within the Premises or an area to be self-contained following (and subject to the provisions of clause 12.3) works to be carried out by the Tenant provided always that the Premises may not be split into more than three self contained areas;

"**Permitted Use**" means a health and fitness facility 24 hours a day 7 days a week within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 (as at 31 August 2020);

"**Plan**" means the plan attached to this Lease and so designated;

"**Premises**" means the premises known as Unit 2 Didsbury Road, Stockport, SK4 2BE as shown edged blue on the Plan bounded by and including:

(a) one half severed vertically of all party walls dividing such premises from any adjoining premises;

(b) all fixtures from time to time at those premises, but if those fixtures are Service Media, then only if they fall within paragraph (c) below;

(c) Service Media within and from time to time exclusively serving those premises and which are owned by the Landlord,

but excluding:

(d) any Service Media within such premises but which do not serve such premises exclusively, or which are not owned by the Landlord;

(e) the airspace above the upper level of the buildings on those premises at any time during the Term;

(f) the Tenant's trade fixtures and fittings;

and together with Service Media outside such premises which exclusively serve them and are owned by the Landlord;

"**Rent**" means one hundred and fifty thousand (£150,000) per annum as reviewed under this Lease or any interim rent payable under the Landlord and Tenant Act 1954 (exclusive of VAT);

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NB | Responsibility is not accepted for errors made by others scaling from this drawing. All construction information should be taken from figured dimensions only

A3



UNIT 2 - LEASE PLAN @ 1:1250

0 10 20 30 40 50 62.5m
Scale - 1:1250

Rev	Description	By	Date

workman

Project
DIDSBURY ROAD RETAIL PARK
STOCKPORT

Client
THREADNEEDLE PROPERTY UNIT TRUST

Title
UNIT 2
LEASE PLAN

Drawn by	Surveyor	Date
GJS	AXA	OCTOBER 2019

Scale
1:1250 @ A3

Drawing Number
M191304-D09-01

Revision

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"**Rent Commencement Date**" means 8 January 2022 ;

"**Retained Parts**" means the Estate other than the Premises and the Lettable Units;

"**Review Date**" means 8 January 2026 and 8 January 2031 and any other date when the Rent may be reviewed under this Lease;

"**Service Charge**" means a fair proportion of the total cost of the Service Costs (as defined in clause 11.1) in relation to the relevant Service Charge Year and a fair proportion of the total cost of the Excluded Expenses;

"**Service Charge Balance**" means the shortfall, if any, between the Service Charge Estimate and the Service Charge;

"**Service Charge Estimate**" means a fair proportion which the Landlord reasonably estimates will be the total cost of the Service Costs (as defined in clause 11.1) in any Service Charge Year; and a fair proportion which the Landlord reasonably estimates will be the total cost of the Excluded Expenses;

"**Service Charge Year**" means the year from and including 1 April in each year or such other date which the Landlord chooses from time to time and notifies to the Tenant in writing;

"**Service Media**" means conduits and equipment used for the generation, passage, reception and/or storage of Utilities and all fire alarms, sprinklers, smoke detectors, dry risers, security cameras and closed-circuit television apparatus;

"**Tenant**" means the second party to this deed and, except where otherwise expressly stated, its successors in title;

"**Term**" means the term of years granted by this deed and the period of any statutory continuation of the tenancy granted by this deed;

"**Utilities**" means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telecommunications, satellite and data communications and all other utilities; and

"**VAT**" means value added tax and/or any similar tax from time to time replacing it or performing a similar fiscal function.

2. INTERPRETATION

2.1 In this Lease:

2.1.1 the contents page, headings and sub-headings are for ease of reference only and do not affect its meaning;

2.1.2 any words following the terms "**include**" and "**including**" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms;

2.1.3 general words do not have a restrictive meaning because they are preceded or followed by specific words indicating a particular type, class or category;

2.1.4 obligations owed by or to more than one person are owed by or to them jointly and severally;

2.1.5 words in the singular include the plural and vice versa; and

2.1.6 references to one gender include all genders.

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2.2 In this Lease, unless otherwise specified:

2.2.1 a reference to legislation is a reference to all:

(a) directives, decisions and regulations of the Council or Commission of the European Union; and

(b) Acts of Parliament; and

(c) orders, regulations, consents, licences, notices and bye-laws made or granted:

(i) under any Act of Parliament; or

(ii) under any directive, decision or regulation of the Council or Commission of the European Union; or

(iii) by a local authority or by a court of competent jurisdiction; and

(d) any mandatory codes of practice issued by a statutory body,

in each case having effect in the United Kingdom (or any part of it) from time to time;

2.2.2 a reference to particular legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at 31 August 2020;

2.2.3 a reference to a person includes an individual, firm, partnership, company, association, organisation or trust (in each case whether or not having a separate legal personality);

2.2.4 a reference to a company includes any company, corporation or any other body corporate (wherever incorporated); and

2.2.5 references to the Premises and the Estate include any part of the Premises or the Estate.

2.3 In this Lease:

2.3.1 an obligation of the Tenant not to do something includes an obligation not to cause or allow that thing to be done;

2.3.2 a reference to any act or to any act or omission of the Tenant includes any act or any act or omission of any other person at the Premises or the Estate with the Tenant's express or implied authority;

2.3.3 the rights and remedies of the Landlord under any clause are without prejudice to any other right or remedy of the Landlord;

2.3.4 the obligations of or restrictions on the Tenant or a Guarantor under any clause, supplemental document or other instrument entered into in connection with this Lease, are without prejudice to the obligations of or restrictions on the Tenant or Guarantor, or to the rights of the Landlord under any other clause, supplemental document or other instrument entered into in connection with this Lease;

2.3.5 a reference to the consent or approval of the Landlord means the prior consent in writing (which, if required by the Landlord, is to be contained in a deed) of the Landlord, and, where required, of any superior landlord or mortgagee of the Landlord (which the Landlord will use reasonable endeavours to obtain, if required);

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2.3.6 references to any adjoining property of the Landlord include any property adjoining or near the Premises or the Estate owned, leased or occupied by the Landlord (or any company in the same Group as the Landlord) from time to time;

2.3.7 references to the end of the Term are to the end of the Term whether before or at or after the end of the term of years granted by this deed;

2.3.8 references to a fair proportion of any sum are to the whole or a proportion of that sum which is fair and reasonable in the circumstances as determined by the Landlord's Surveyor acting reasonably whose decision will be final and binding (except in the case of manifest error) and where there are different elements to that sum a different proportion for each element may be determined on this basis;

2.3.9 references to a certified copy are to a copy certified by solicitors to be a true copy of the original; and

2.3.10 a requirement that a notice or other communication to be given or made under or in connection with this Lease must be signed by the person giving or making it will be deemed to be satisfied if the notice or other communication is signed on behalf of the person giving it.

2.4 In this deed:

2.4.1 in clause 14 the word "**security**" includes a guarantee or rent deposit; and

2.4.2 a reference to a clause, paragraph or schedule is to a clause or paragraph of or schedule to this deed and a reference to this deed includes its schedules and appendices.

3. GRANT AND TERM

The Landlord leases the Premises with full title guarantee to the Tenant for a term of 15 years from and including ~~the date of this deed~~ 8 January 2021 expiring on and including 7 January 2036 the Tenant paying the following sums, which are reserved as rent: the Rent, the Insurance Rent the Service Charge Estimate, the Service Charge Balance and any VAT payable on those sums and any interest due under this Lease. CMS

4. RIGHTS GRANTED

4.1 The Landlord grants the following rights to the Tenant:

4.1.1 the right to use:

(a) at all times the means of pedestrian and vehicular access and circulation in the Retained Parts for access to and from the Premises (and for the purposes of loading and unloading) and, in case of emergency only, all fire escape routes through the Estate, whether or not forming part of the Retained Parts;

(b) at all times the Service Media forming part of the Estate at the date of this deed which serve, but do not form part of, the Premises;

4.1.2 the right of support and protection for the Premises from the remainder of the Estate to the extent existing at the date of this deed;

4.1.3 the right to display the name of the Tenant and the location of the Premises in such manner and in such place as the Landlord may reasonably designate at the main entrance to the Estate;

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4.1.4 the right to display the name of the Tenant on the Estate directory board in such form, shape and size as the Landlord may permit, such permission not to be unreasonably withheld or delayed;

4.1.5 the right to use:

(a) such part of the exterior of the Premises as designated from time to time by the Landlord acting reasonably for the purposes only of the installation (with the consent of the Landlord such consent not to be unreasonably withheld or delayed) and retention of air-conditioning plant and associated cabling and wiring (the "**Plant Area**"); and

(b) those parts of the exterior of the Premises as lead from the Plant Area to the Premises as designated from time to time by the Landlord acting reasonably for the purposes only of the installation (with the Landlord's consent such consent not to be unreasonably withheld or delayed) and retention of associated cabling and wiring,

and subject to the Tenant complying with the reasonable terms upon which the Landlord's consent is granted;

4.1.6 the right of access to and exit from (on foot only) the Plant Area over those parts of the building in which the Premises form part which are not in the possession of any other tenant of the Landlord for the purposes only of installing (with the Landlord's consent such consent not to be unreasonably withheld or delayed), repairing, inspecting, maintaining and removing such air-conditioning plant and associated cabling and wiring;

4.1.7 the right to enter adjoining parts of the Estate in order to carry out any repairs to the Premises, but only if those repairs cannot reasonably be carried out without such entry, and subject to the Tenant complying with clause 4.4 and, in relation to any alterations or additions, with clause 12.3; and

4.1.8 the right to park motor vehicles in the Car Park.

4.2 The rights granted by clause 4.1:

4.2.1 are granted only to the extent that the Landlord has power to grant them;

4.2.2 unless otherwise specified, are not granted to the Tenant exclusively, but are to be used in common with the Landlord, any superior landlord, any other tenants and lawful occupiers of the Estate, and other persons authorised by them;

4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised provided that:

(a) the Landlord takes reasonable steps to ensure that the works do not materially adversely affect the Tenant's use of the Premises in accordance with the terms of this Lease;

(b) if required by such works, the Landlord provides an alternative means of access to the Premises which is not materially less convenient in accordance with the Tenant's use of the Premises;

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(c) the Landlord takes reasonable steps to minimise any interference with the Tenant's use of the Premises by noise, dust and vibration (having taken into consideration the Tenant's reasonable suggestions in relation to minimising any such interference);

(d) all physical damage to the Premises is made good as soon as reasonably practicable; and

(e) the Landlord uses reasonable endeavours to complete any works within a reasonable timescale; and

4.2.4 are to be exercised by the Tenant, and any authorised undertenant, in accordance with any reasonable regulations (which shall not conflict with the provisions of this Lease) which the Landlord may make for the proper management of the Estate.

4.3 The Tenant will not be or become entitled to any right, easement or privilege that is not expressly granted by clause 4.1, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

4.4 The right granted by clause 4.1.5 is granted subject to the conditions that the Tenant may, except in cases of emergency, only exercise that right after having given reasonable prior written notice to the occupier of the relevant other property and the Landlord, and on the conditions that:

4.4.1 it is exercised in a manner which causes as little disturbance or nuisance as reasonably practicable to the occupier of the other property; and

4.4.2 the person exercising that right shall immediately make good any damage caused to that other property and to any items belonging to the Landlord, the tenant or the occupier of the other property which are at the other property, and will indemnify the Landlord against any losses or claims resulting from the exercise of that right,

and the Tenant shall ensure that the person exercising that right complies with the terms of this clause 4.4.

4.5 The Tenant acknowledges that the flow of light and air to the Premises over any adjoining land owned by the Landlord at the date of this deed is and will be enjoyed with the Landlord's consent.

5. EXCEPTIONS AND RESERVATIONS

5.1 The following rights are excepted and reserved from this Lease:

5.1.1 all rights of light or air to the Premises over other land that now exist or are in the course of acquisition;

5.1.2 to build or carry out any works on any other part of the Estate or on any adjoining or neighbouring property belonging to the Landlord, or to build into any of the boundary walls, foundations or roofs of the Premises, even if such building or works lessen the flow of light or air to the Premises provided that:

(a) the Landlord takes reasonable steps to ensure that the works do not materially adversely affect the Tenant's use of the Premises in accordance with the terms of this Lease;

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(b) if required by such works, the Landlord provides an alternative means of access to the Premises that is not materially less convenient in accordance with the Tenant's use of the Premises;

(c) the Landlord takes reasonable steps to minimise any interference with the Tenant's use of the Premises by noise, dust and vibration (having taken into consideration the Tenant's reasonable suggestions in relation to minimising any such interference);

(d) all physical damage to the Premises is made good as soon as reasonably practicable;

(e) the Landlord uses reasonable endeavours to complete any works within a reasonable timescale; and

(f) if any additional acoustic works are reasonably required to seal the Premises acoustically from adjacent development this will be undertaken at the cost of the Landlord.

5.1.3 to inspect, connect into, repair and replace any Service Media in, on, under or over the Premises, but which do not form part of the Premises and construct Service Media at any time during the Term, on, over or under the Premises provided in each case that (save where clause 19.9.2 applies) there is no interruption in the supply of Utilities to the Premises which materially adversely affects the Tenant's use of the Premises, the Tenant's use of the Premises is not otherwise affected and any physical damage to the Premises caused by such works is made good by the Landlord as soon as reasonably practicable;

5.1.4 to attach signs and notices relating to matters of health and safety or required by any legislation or scaffolding to or place them on the Premises provided that:

(a) scaffolding may only be erected if the Landlord considers it necessary (acting reasonably) for the purposes of carrying out any repair or maintenance works to the adjoining premises or property of the Landlord;

(b) the Landlord will give to the Tenant reasonable written notice of its intention to exercise the right in this clause 5.1.4 (save in the case of emergency);

(c) the scaffolding is removed as soon as reasonably practicable, with any physical damage caused to the exterior of the Premises made good as soon as reasonably practicable following such removal;

(d) the scaffolding causes as little obstruction as is reasonably practicable to the entrance to the Premises;

(e) if the Tenant's sign and fascia or display window is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant at the Landlord's cost to display a sign (approved by the Landlord (such approval not to be unreasonably withheld or delayed)) on the exterior of the scaffolding in front of the Premises so that it is visible to the public;

(f) the Landlord shall take reasonable steps to comply with the Tenant's reasonable requirements to ensure the security of the Premises is not affected by the presence of the scaffolding;

5.1.5 of support and protection from the Premises for the rest of the Estate;

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5.1.6 for the occupier of adjoining property at the Estate to enter the Premises for the same purposes and in the same circumstances as the Tenant may enter adjoining parts of the Estate but subject to the same conditions; and

5.1.7 to enter the Premises to exercise any other right excepted and reserved to the Landlord by this Lease, or for any other reasonable purpose connected with this Lease or with the Landlord's interest in the Premises, the Estate or any adjoining property of the Landlord or to enable the Landlord to comply with any legislation provided that the Landlord will use reasonable endeavours to cause as little interference to the Tenant's use of the Premises for the purposes of the Permitted Use (save where the works are necessitated as a result of the Tenant's default) and will make good any physical damage caused to the Premises as soon as reasonably practicable.

5.2 The rights excepted and reserved by this Lease are excepted and reserved to the Landlord and any superior landlord and may be exercised by anyone authorised by the Landlord or a superior landlord.

5.3 The person exercising any right of entry excepted and reserved by this Lease shall make good any damage caused to the Premises (subject to clause 5.4).

5.4 The Tenant shall allow any person who has a right to enter the Premises to enter the Premises at all reasonable times, during and outside usual business hours, provided that reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Premises if entry cannot be effected in any other way. The Landlord shall make good any physical damage caused to the Premises in breaking into the Premises as soon as reasonably practicable.

6. THIRD PARTY RIGHTS OVER THE PREMISES

6.1 There are excepted from this Lease and this Lease is granted subject to:

6.1.1 all existing rights which belong to other property, or are enjoyed by other property over the Premises or any land or Service Media over which the Tenant may exercise rights by virtue of this Lease; and

6.1.2 the matters contained or referred to in the property and charges registers of title number GM733211 (excluding financial charges and personal covenants) as at the date of this deed.

6.2 The Tenant shall comply with the matters contained or referred to in the registers referred to in clause 6.1 so far as they relate to the Premises or any rights the Tenant may exercise by virtue of this Lease.

6.3 The Tenant shall:

6.3.1 not permit any third party to acquire any right over the Premises or to encroach upon the Premises and shall give the Landlord immediate written notice of any attempt to do this;

6.3.2 take any reasonable steps which the Landlord may reasonably require at the Landlord's cost to prevent the acquisition of any right over or encroachment on the Premises;

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6.3.3 preserve for the benefit of the Premises and the Landlord's interest in them all existing rights which belong to the Premises and are enjoyed over adjoining or neighbouring property; and

6.3.4 not block or obstruct any window or ventilator at the Premises,

7. PAYMENT OF RENTS

7.1 The Tenant shall pay to the Landlord the Rent, the Service Charge Estimate and any VAT payable on those sums without deduction, recoupment or set-off (whether legal or equitable) in four equal instalments in advance on the usual quarter days, and shall pay the Insurance Rent within 10 Business Days of written demand, the Service Charge Balance and any VAT on it within 10 Business Days of written demand (whether such demand is made and received before or after the end of the Term but in all cases relating to rents due and payable during the Term) and interest in accordance with clause 9.6.

7.2 The Tenant shall pay the first instalment of the Rent and any VAT due on it to the Landlord on the Rent Commencement Date, and the first instalment is to be a proportionate amount for the period from and including the Rent Commencement Date, until the next quarter day.

7.3 The Tenant shall pay the first instalment of the Service Charge Estimate and any VAT due on it to the Landlord on the date of this deed, and the first instalment is to be a proportionate amount for the period from and including the date of this deed until the next quarter day.

7.4 The Tenant shall pay all rents from time to time reserved by this Lease and any VAT on them (and any other sums payable under this Lease) electronically to a bank account in the United Kingdom notified to the Tenant by the Landlord.

7.5 Notwithstanding any other conflicting provision of this Lease the Landlord shall (in its absolute discretion) be entitled to reject any payments not made in accordance with the method of payment required by the Landlord pursuant to clause 7.4.

7.6 If the Landlord rejects a payment pursuant to clause 7.5 such payment shall be deemed not to have been received by the Landlord and the Tenant shall still be liable to pay such sum in accordance with this Lease (and the Landlord shall not be deemed to have waived or released the Tenant from its obligation to pay such sum) and the unpaid amount bears interest under clause 9.6 from the due date until the date on which payment is accepted.

8. RENT REVIEW

8.1 Open Market Rent

The following definition applies in this clause 8:

"Open Market Rent" means the annual rent at which the Premises could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

(a) without a fine or premium;

(b) by a willing landlord to a willing tenant;

(c) which would be payable after the expiry of a rent-free or reduced rent period (if any) of such length as would be negotiated in the open market between the willing landlord and the willing tenant at the relevant Review Date in respect only of fitting-out works which would be carried out by the willing tenant;

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(d) under a lease (the "**Hypothetical Lease**") for a term of 10 years commencing on and including the relevant Review Date but excluding clause 20.

(e) otherwise on the same terms as this Lease, except as to the amount of the Rent and assuming that there is a rent commencement date which provides for the rent-free or reduced rent period referred to in paragraph (c) above,

assuming that:

(a) the Premises are available to be let with vacant possession;

(b) the Premises and the Estate and any land or Service Media over which the Tenant may exercise any rights by virtue of this Lease are in good and substantial repair and condition and if damaged or destroyed that they have been reinstated;

(c) the Premises are ready to receive the willing tenant's fitting-out works;

(d) the Tenant has fully complied with the Tenant's obligations in this Lease and (except to the extent that there has been a material or persistent breach (that has been notified to the Landlord by the Tenant)) the Landlord has complied with the Landlord's obligations in this Lease;

(e) no work has been carried out on the Premises by the Tenant or any undertenant or their predecessors in title before or during the Term, which would lessen the rental value of the Premises other than work carried out in compliance with clause 15;

(f) the Premises, in their assumed state, can be lawfully let, and can be lawfully used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent;

(g) any consents or licences current or required at the relevant Review Date are available to the willing tenant; and

(h) if the Landlord (or the relevant member of its VAT group) has opted to tax for the purposes of VAT in respect of the Premises, that the willing landlord has also so opted, but that if the Landlord (or the relevant member of its VAT group) has not so opted, that the willing landlord has not so opted,

but disregarding:

(a) any occupation of the Premises by the Tenant or any authorised undertenant;

(b) any goodwill attached to the Premises by reason of the Tenant or any authorised undertenant carrying on any business at the Premises;

(c) any improvements (including improvements which form part of the Premises at the relevant Review Date) carried out by the Tenant or any authorised undertenant, or their predecessors in title, before or during the Term, with the consent (if required) of the Landlord, at the cost of the person who carried out the improvement, and not pursuant to an obligation owed by the person who carried out the improvement to the Landlord or its predecessors in title;

(d) any requirement and costs applicable to the removal and reinstatement relating to any improvements as referred to in paragraph (p) above;

(e) any effect on rent of the floor area of any mezzanine floor installed within the Premises by the Tenant (or the Tenant's predecessors in title or lawful occupiers)

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authorised under a licence for alterations made between the Landlord and the Tenant and dated the same day as this lease; and

(f) any legislation which imposes a restraint upon agreeing or receiving an increase in the Rent.

8.2 Determination of the revised Rent

8.2.1 The Rent will be reviewed at each Review Date, and from each Review Date the Rent will be the higher of:

the Rent reserved immediately before the relevant Review Date (disregarding any suspension of Rent under clause 10.4); and

the Open Market Rent at the relevant Review Date.

8.2.2 If the Landlord and the Tenant have not agreed the Open Market Rent three months before the relevant Review Date, either may require it to be determined by a surveyor (the "Surveyor"), who will be an independent chartered surveyor appointed jointly by the Landlord and the Tenant or, if they do not agree on the identity of such surveyor, by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function) on the application of either the Landlord or the Tenant in accordance with this Lease.

8.2.3 The Landlord and the Tenant may agree the level of the Open Market Rent at any time before the Surveyor has determined it.

8.2.4 The Surveyor will act as an arbitrator in accordance with the Arbitration Act 1996 or (if the Landlord so elects by written notice to the Tenant) as an expert in which case the decision of the Surveyor will be final and binding.

8.2.5 If the Surveyor dies, or gives up the appointment, or fails to act in accordance with clause 8, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.

8.2.6 The costs of appointment and fees of the Surveyor shall be paid in such proportions as the Surveyor directs, or if no such direction is made, then equally by the Landlord and the Tenant.

8.3 General

8.3.1 If the revised Rent has not been agreed or determined before the relevant Review Date, then the Tenant shall continue to pay the Rent at the rate payable immediately before the relevant Review Date and no later than five Business Days after the revised Rent has been agreed or determined the Tenant shall pay:

a) the shortfall, if any, between the Rent paid and the revised Rent for the period from the relevant Review Date until the next quarter day after payment is made; and

b) interest on the shortfall at the base rate from time to time of Barclays Bank plc calculated on a daily basis on each instalment of that difference from the date on which each instalment would have become payable to the date of payment.

8.3.2 If there is any legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent in accordance with clause 8, or to receive any

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increase in the Rent following a review, then the date on which the legislation is repealed or amended to allow a review of or increase in the Rent, will be a further Review Date and the Landlord will be entitled to require a review of the Rent in accordance with this clause 8.

8.3.3 A Guarantor will have no right to take part in the review of the Rent, but will be bound by it.

8.3.4 Following the agreement of the revised Rent after each rent review, the Landlord, the Tenant and any Guarantor shall sign a memorandum recording the revised level of the Rent.

8.3.5 Time will not be of the essence in relation to clause 8.

9. OTHER FINANCIAL MATTERS

9.1 Utilities

The Tenant shall pay all charges, including connection and hire charges, relating to the supply and consumption of Utilities to or at the Premises and that part of the Landlord's Energy Management Costs which the Landlord reasonably attributes to the Premises, and shall comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Premises.

9.2 Rates and taxes

9.2.1 The Tenant shall pay and indemnify the Landlord against all present and future rates, duties, taxes and assessments of any nature charged on or payable in respect of the Premises (or in respect or by reason of any works carried out by or on behalf of the tenant at the Premises) whether payable by the Landlord, owner, occupier or tenant of the Premises and whether of a capital or income, recurring or non recurring nature except any income or corporation tax imposed on the Landlord (or any superior landlord) in respect of:

(a) the grant of this deed;

(b) the receipt of the rents reserved by this Lease; or

(c) any dealing or disposition by the Landlord with its interest in the Premises.

9.2.2 The Tenant shall not make any claim for relief from any of the charges referred to above which could result in the Landlord not being entitled (during or after the end of the Term) to that relief in respect of the Premises.

9.3 Payments relating to the Premises and other property

Where any of the charges payable under clause 9.1 or 9.2 relates to other property as well as the Premises, the amount to be paid by the Tenant will be a fair proportion of the whole of the amount charged or payable.

9.4 Landlord's costs

The Tenant shall pay to the Landlord, on demand (but in the case of clause 9.4.5 within 5 Business Days of written demand) and on an indemnity basis, the fees, costs and expenses properly (but in the case of clause 9.4.5 reasonably and properly) charged, incurred or payable by the Landlord and its advisers, agents or enforcement officers in connection with:

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9.4.1 any steps taken in contemplation of, or in relation to, any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);

9.4.2 preparing and serving schedules of dilapidations at any time during the Term or within six months after the end of the Term;

9.4.3 recovering (or attempting to recover) any arrears of Rent or other sums due to the Landlord under this Lease, including the costs of preparing and serving any notice under section 17 of the Landlord and Tenant (Covenants) Act 1995;

9.4.4 any steps taken to procure that a breach by the Tenant of its obligations under this Lease is remedied; and

9.4.5 any application for a consent of the Landlord (including the preparation of any documents) which is needed by virtue of this Lease, whether or not such consent is granted and whether or not the application is withdrawn but not where such consent is unlawfully withheld or delayed.

9.5 **VAT**

9.5.1 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord, the Tenant shall also pay any VAT which may be payable in connection with that supply on receipt of a valid VAT invoice addressed to it.

9.5.2 Where the Tenant is to pay the Landlord the costs of any supplies made to the Landlord, the Tenant shall also pay the Landlord any VAT payable in connection with that supply, except to the extent that the Landlord is able to obtain a credit for the VAT from HM Revenue & Customs.

9.6 **Interest**

If the Rent is not paid to the Landlord on the due date for payment or if any other sum payable under this Lease is not paid to the Landlord within five Business Days of the due date for payment or if the Landlord properly refuses to accept any Rent or other such sum when the Tenant is, or may be, in breach of any of its obligations in this Lease, the Tenant shall pay interest to the Landlord on such sum at the Interest Rate for the period from and including the due date until payment (both before and after any judgment) or until payment is accepted by the Landlord (as the case may be).

10. INSURANCE

10.1 **Landlord's obligations**

The Landlord shall insure the Estate, other than any part installed by or on behalf of the Tenant or any other occupier, and other than any plate glass at the Premises, against the Insured Risks, through an agency of repute chosen by the Landlord acting reasonably and subject to any exclusions, excesses and conditions as may be usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.

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10.2 **Reinstatement**

If the Premises or any of the Communal Areas which are required for the Tenant's use and enjoyment of the Premises are damaged or destroyed by an Insured Risk, then:

10.2.1 unless payment of any insurance money is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 10.3.9; and

10.2.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available (which the Landlord will, in both cases, use reasonable endeavours to obtain),

the Landlord shall use the insurance money it receives, except money received for loss of rent, in repairing and reinstating the Premises and/or such part of the Communal Areas which are required for the Tenant's use and enjoyment of the Premises (other than any part which the Landlord is not obliged to insure) or in building reasonably comparable premises as soon as reasonably practicable.

10.3 **Tenant's obligations**

The Tenant shall:

10.3.1 pay the Insurance Rent in accordance with this Lease;

10.3.2 pay within 5 Business Days of written demand any increase in the insurance premium for the Estate or any adjoining property of the Landlord which is attributable to the use of the Premises, or anything done or omitted to be done on the Premises by the Tenant or any other occupier of the Premises;

10.3.3 pay within 5 Business Days of written demand a fair proportion of the reasonable and proper costs incurred or payable by the Landlord in connection with the Landlord obtaining a valuation of the Estate for insurance purposes, as long as such valuation is made at least three years after any previous such valuation;

10.3.4 comply with the requirements of the insurers relating to the Premises which are notified to the Tenant in writing;

10.3.5 not do or omit to do anything which may make any insurance of the Estate or of any adjoining property of the Landlord taken out by the Landlord or any superior landlord void or voidable, or (save in the case of clause 10.3.2) which would result in an increase in the premiums for such insurance;

10.3.6 give the Landlord immediate written notice of any damage to or destruction of the Premises by an Insured Risk;

10.3.7 notify the Landlord of any other event occurring at the Premises which ought reasonably to be brought to the Landlord's insurers' attention;

10.3.8 pay the Landlord within 5 Business Days of written demand the amount of any excess required by the insurers in connection with that damage or destruction of the Premises by an Insured Risk;

10.3.9 pay the Landlord on demand an amount equal to any amount which the insurers refuse to pay, following damage or destruction by an Insured Risk to any part of the Estate or any adjoining property of the Landlord, because of any act or omission of the Tenant;

10.3.10 pay the Landlord within 5 Business Days of written demand the reasonable and proper costs incurred by the Landlord in preparing and settling any insurance claim relating

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to the Premises (or (save where recovered as part of the Service Charge) a fair proportion of such costs in relation to the Retained Parts or the Estate as a whole) arising, in any case, from any insurance taken out by the Landlord;

10.3.11 not take out any insurance of the Premises against the Insured Risks in its own name other than in respect of any plate glass at the Premises or any part of the Premises installed by or on behalf of the Tenant or any undertenant or any other occupier, and if the Tenant has the benefit of any such insurance, the Tenant shall hold all money receivable under that insurance upon trust for the Landlord; and

10.3.12 if requested by the Landlord remove its fixtures and effects from the Premises to allow the Landlord to repair or reinstate the Premises.

10.4 **Suspension of Rent**

10.4.1 If the Premises and/or any part of the Communal Areas which are required for the Tenant's use and enjoyment of the Premises are damaged or destroyed by an Insured Risk or an Excluded Risk so as to make the Premises unfit for occupation or use or inaccessible, the Rent and Service Charge (or a due proportion of them determined by the Landlord acting reasonably according to the nature and extent of the damage) will, subject to clause 10.4.2, be suspended from the date of damage or destruction for a period of three years, or, if sooner, until the Premises have been made fit for occupation and use and accessible.

10.4.2 The Rent and Service Charge will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers, because of any act or omission of the Tenant.

10.4.3 If the Rent and Service Charge is suspended (in whole or part) in accordance with Clause 10.4.1, the Landlord shall refund to the Tenant the amount of Rent and Service Charge paid in advance for the period falling after the date of such damage or destruction or a proportionate part as the case may be within 15 Business Days of the date of such damage or destruction.

10.4.4 If the damage or destruction occurs prior to the Rent Commencement Date that would cause a rent suspension under clause 10.4.2 of this Lease, the balance of any rent free period then unexpired at the date of damage or destruction will be carried forward and will apply once any rent suspension pursuant to clause 10.4.1 has come to an end.

10.5 **Termination after end of Rent suspension period**

10.5.1 This clause 10.5 applies if the Rent and Service Charge are suspended pursuant to clause 10.4.1 and the Landlord has not substantially completed the relevant works required to be carried out pursuant to clause 10.2 or clause 10.6.3 (as the case may be), by the end of the period of two years and six months from the date of damage or destruction.

10.5.2 If this clause 10.5 applies the Landlord or the Tenant may terminate this Lease by giving to the other not less than six months' written notice (such notice not to be served until the two years and six months period referred to in clause 10.5.1 has expired) and upon expiry of such notice, unless the Landlord has then substantially completed the relevant works required to be carried out pursuant to clause 10.2 or clause 10.6.3 (as the case may be), this Lease shall then determine.

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10.5.3 Termination of this Lease pursuant to clause 10.5 will be without prejudice to any right of the Landlord against the Tenant or any Guarantor for any antecedent breach of its obligations under this Lease.

10.6 **Termination following damage by an Excluded Risk**

10.6.1 This clause 10.6 applies if the Rent and Service Charge are suspended (in whole or in part) pursuant to clause 10.4.1 following damage or destruction of the Premises and/or any part of the Communal Areas which are required for the Tenant's use and enjoyment of the Premises by an Excluded Risk.

10.6.2 If this clause 10.6 applies the Landlord may give written notice to the Tenant at any time within 12 months following the date of the damage or destruction stating either that the Landlord intends to or does not intend to repair and reinstate the Premises and/or any part of the Communal Areas which are required for the Tenant's use of the Premises.

10.6.3 If the Landlord gives notice pursuant to clause 10.6.2 that the Landlord intends to repair and reinstate the Premises and/or the Communal Areas which are required for the Tenant's use and enjoyment of the Premises then subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available (which the Landlord will use reasonable endeavours to obtain) the Landlord shall repair and reinstate the Premises and/or the Communal Areas which are required for the Tenant's use and enjoyment of the Premises (other than any part which the Landlord was not obliged to insure) or build reasonably comparable premises as soon as reasonably practicable.

10.6.4 If the Landlord gives notice pursuant to clause 10.6.2 that the Landlord does not intend to repair and reinstate the Premises and/or the Communal Areas which are required for the Tenant's use and enjoyment of the Premises, then (subject to clause 10.6.5) this Lease shall determine with effect from the date such notice is given.

10.6.5 This Lease will not determine pursuant to clause 10.6.4 if, on what would have been the date of termination pursuant to clause 10.6.4, the relevant damage or destruction has been substantially repaired.

10.6.6 Rights under this clause 10.6 are in addition to rights under clause 10.5.

10.6.7 Termination of this Lease pursuant to clause 10.6 will be without prejudice to any right of the Landlord against the Tenant or any Guarantor for any antecedent breach of its obligations under this Lease.

10.7 **Insurance money**

All insurance money payable will belong to the Landlord.

11. SERVICE CHARGE

11.1 **Definitions**

The following definitions apply in clause 11.

"Additional Service Costs" means:

(a) the reasonable and proper costs of inspecting, altering, (and where beyond economic repair) renewing, rebuilding or replacing the Communal Areas;

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(b) the reasonable and proper costs of providing security for the Estate including security guards, receptionists, alarm systems, internal telephone systems and closed-circuit television systems, fire detectors, alarms, fire prevention and fighting equipment and systems, traffic barriers, car park and traffic control and security systems;

(c) the reasonable and proper costs of disposal of refuse from the Estate including its collection and compaction and the provision of receptacles and plant and equipment for these purposes;

(d) paying outgoings which are charged in respect of the Estate as a whole (other than the Lettable Units);

(e) the reasonable and proper costs of complying with legislation and the recommendations and requirements of any public authority or the insurers of the Estate, or if the Landlord so requires, making representations against legislation or the relevant recommendations and requirements;

(f) paying for utilities, including standing charges and meter rents, used in providing the Services, any additional services included within the Additional Service Costs and running landlord's fixtures;

(g) the reasonable and proper costs of maintenance, inspection and insurance contracts for the repair and maintenance of landlord's fixtures and any other plant, equipment and machinery in the Estate and their insurance against sudden and unforeseen damage and breakdown;

(h) the reasonable and proper costs of employing staff or contractors for the provision of the Services including uniforms, overalls, wages, pension contributions, national insurance contributions, redundancy payments and any contractual or statutory benefits;

(i) the reasonable and proper costs of maintaining, cleaning, repairing, decorating and where necessary altering, and where beyond economic repair renewing, rebuilding or replacing any accommodation within the Estate required for the provision of the Services or Additional Service Costs or those people engaged in their provision together with any rates or other outgoings for that accommodation;

(j) the reasonable and proper costs of abating any nuisance to the Estate or removing any obstruction of the Communal Areas;

(k) the reasonable and proper costs of promoting and advertising the Estate;

(l) the reasonable and proper costs of providing and replacing all furniture and fixtures required for the Communal Areas;

(m) the reasonable and proper costs of clearing snow from, and gritting, the Communal Areas;

(n) the reasonable and proper costs of providing and operating any other amenities which the Landlord reasonably thinks necessary or desirable for the Estate;

(o) interest, commission, banking charges and fees in respect of any moneys borrowed to finance the provision of any of the Services; and

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(p) a fair proportion of any reasonable costs properly incurred or payable by the Landlord in respect of any land or Service Media outside the Estate but used in connection with the Premises.

"**Excluded Costs**" means:

(a) any cost which the Landlord recovers under any other clause, or from any insurance taken out by the Landlord, whether or not the Tenant is obliged to refund the Landlord the whole or any part of the premium;

(b) costs arising from any damage or destruction to the Estate caused by an Insured Risk or an Excluded Risk;

(c) capital costs of the construction, alteration, redevelopment or extension of the building in which the Premises form part or any other part of the Estate or creating any new Lettable Units;

(d) any fees and expenses attributable to the collection and review of rent (including legal proceedings and Court action) of the tenants and other occupiers of the Estate, the letting of parts of the Estate or any dispositions or dealings with the Landlord's reversionary interest in the Estate or any part thereof;

(e) any costs incurred by the Landlord in relation to the following matters:

(i) latent defects;

(ii) Contamination prior to the date of this Lease; and

(iii) remediation, treatment and removal of any Japanese knotweed at the Estate;

(f) any costs which relate exclusively to any part of the Estate comprising a Lettable Unit which are properly chargeable to that lessee exclusively; and

(g) any costs and expenses properly attributable to vacant Lettable Units.

"**Service Charge Statement**" means a detailed statement certified by the Landlord or the Landlord's Surveyor or its accountant, which shows:

(a) the Service Charge Estimate;

(b) the Service Costs;

(c) the Service Charge; and

(d) the Service Charge Balance;

for the relevant Service Charge Year;

"**Service Costs**" means the expenditure properly incurred by the Landlord in providing the Services and any Additional Service Costs; and

"**Services**" means:

(a) maintaining, cleaning and repairing the Communal Areas and landlord's fixtures and conduits serving the Estate; and

(b) lighting the Communal Areas.

11.2 **Landlord's obligations**

11.2.1 The Landlord shall provide the Services to a reasonable standard in the interests of good estate management.

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11.2.2 In providing the Services, the Landlord may employ managing agents, contractors or any other suitably qualified persons as the Landlord reasonably thinks fit.

11.2.3 The Landlord will have no liability for any failure or interruption of any Service:

(a) during the proper inspection, maintenance, repair or replacement of any relevant Service Media or equipment;

(b) resulting from a shortage of fuel, water, materials or labour;

(c) resulting from a breakdown of any equipment used in connection with the provision of the Services; or

(d) resulting from any act or omission of any employee of the Landlord,

or for any other reason beyond the reasonable control of the Landlord.

11.2.4 In the circumstances mentioned in clauses 11.2.3(a), 11.2.3(b), 11.2.3(c) and 11.2.3(d), the Landlord shall restore the relevant Service as soon as is reasonably practicable.

11.2.5 As soon as reasonably practicable after the end of each Service Charge Year (but in any event no later than six months thereafter), the Landlord shall prepare and provide the Service Charge Statement to the Tenant.

11.2.6 The Landlord shall, but at the reasonable cost of the Tenant, supply copies of any invoices and receipts for the Services within a reasonable time of the Tenant's written request for such copies.

11.2.7 During the four months after the date the Landlord provides the Service Charge Statement to the Tenant, the Tenant shall be entitled to notify the Landlord in writing specifying the matters referred to in any invoices or receipts for the Services supplied to the Tenant under clause 11.2.6 with which the Tenant disagrees and its reasons and/or request further information in respect thereof and in the event of any dispute as to the amount of any item included in the Service Charge Costs or as to whether that item should properly be included which the parties cannot resolve between themselves, the matter at issue shall be referred to an independent surveyor acting as an expect appointed by agreement between the Landlord and Tenant or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any other person authorised by him to make appointments on his behalf) on the application of either party.

11.2.8 The Landlord is entitled, by notice in writing to the Tenant, to change the date on which the Service Charge Year ends or the period, whether greater or less than 12 months, which each Service Charge Year covers.

11.2.9 The Landlord may include as part of the Service Costs such Service Costs incurred in the immediately preceding Service Charge Year which were not included in the Service Charge Statement in respect of the immediately preceding Service Charge Year.

11.2.10 The Landlord may add to, extend or make any alteration to the Additional Service Costs or the items or services which they cover if the Landlord reasonably considers that it is beneficial to do so for the better use and enjoyment of the Estate by its tenants and occupiers or for the better management of the Estate and are in accordance with the principles of good estate management.

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11.3 **Tenant's obligations**

11.3.1 The Tenant shall pay the Service Charge Estimate, and any VAT on it and the Service Charge Balance, and any VAT on it as provided in clause 7.

11.3.2 The Service Costs may include the costs of any managing agents or the Landlord's own management fee where the Landlord undertakes the management and provision of the Services or items or services covered by the Additional Service Costs itself provided that in either case the costs do not exceed 10% of the Service Charge.

11.3.3 If the date of this deed does not coincide with the beginning of a Service Charge Year, the Service Charge due from the Tenant for the part of that Service Charge Year which is within the Term will be reduced by the proportion which the part of that Service Charge Year which is before the beginning of the Term bears to one year, and the Service Charge Estimate for that part of that Service Charge Year will be adjusted accordingly.

11.3.4 If the end of the Term does not coincide with the end of a Service Charge Year, the Service Charge due from the Tenant for the part of that Service Charge Year which is within the Term will be reduced by the proportion which the part of that Service Charge Year which is after the end of the Term bears to one year.

11.3.5 The end of the Term shall not prejudice the Landlord's entitlement to demand nor the Tenant's liability to pay the Service Charge Balance for the Service Charge Year then current, apportioned in accordance with clause 11.3.4.

11.4 **Estimating and revising the Service Charge**

11.4.1 The Landlord shall give the Tenant a statement of the Service Charge Estimate for each Service Charge Year and shall use reasonable endeavours to do so before the start of each Service Charge Year. Until the statement has been given, the Service Charge Estimate shall be payable at the rate of the Service Charge Estimate for the previous Service Charge Year. Once the statement has been given, the remaining instalments of the Service Charge Estimate and any VAT on them will be adjusted so as to provide for payment of the whole Service Charge Estimate for that Service Charge Year to be paid during that year.

11.4.2 If, during a Service Charge Year, the Landlord reasonably expects the cost of the Services to increase materially above its previous estimate of the cost of the Services for that Service Charge Year, the Landlord may revise its estimate of those costs and the Service Charge Estimate will be based on that revised estimate and the remaining instalments of the Service Charge Estimate adjusted so that the revised Service Charge Estimate will have been paid by the end of that Service Charge Year. The Landlord may (acting reasonably) revise the Service Charge Estimate more than once in a Service Charge Year.

11.5 **General provisions**

11.5.1 Subject to clause 11.2.7, in the absence of manifest error, the Service Charge Statement will be conclusive as to the amount of the Service Charge.

11.5.2 The Landlord shall notify the Tenant in writing of any change in the date of the beginning of the Service Charge Year.

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11.5.3 If the Service Charge for any Service Charge Year is less than the Service Charge Estimate (as and if revised), the balance will be credited against the instalments of the Service Charge Estimate due from the Tenant in the following Service Charge Year, or, at the end of the Term, set-off against any sums due from the Tenant to the Landlord with any balance being repaid to the Tenant.

11.5.4 The Service Costs for the Service Charge Year in which the beginning of the Term falls may include costs incurred by or provided for or on behalf of the Landlord before the beginning of the Term so far as they relate to Services which are to be provided during the Term. The Landlord's Expenses in any Service Charge Year may include provisions for expenses to be made after the end of the Term so far as such provisions are reasonable having regard to the Services which are provided during the Term. For the avoidance of doubt, the Tenant shall only be responsible for Service Costs attributable to Services which are provided by or on behalf of the Landlord during the Term and shall be a due proportion calculated on the assumption that the service charge expenditure accrues equally on a day to day basis throughout the Service Charge Year..

12. STATE AND CONDITION OF THE PREMISES

12.1 Repair

12.1.1 The Tenant shall keep the Premises in good and substantial repair and condition and shall keep all plant and machinery forming part of the Premises in good condition and working order.

12.1.2 The Tenant shall replace any fixtures, fittings, plant or machinery (other than tenant's fixtures and fittings) within or forming part of the Premises which are in need of replacement with new articles of similar kind and quality.

12.1.3 The Tenant shall regularly clean the inside and outside of the windows at the Premises and replace any plate glass which becomes broken or damaged.

12.1.4 The Tenant shall not be liable under clause 12.1 to the extent that the Landlord is obliged to carry out the relevant repair works under clause 10.2 or to the extent that the Landlord is prevented from carrying them out by reason of the matters referred to in clause 10.2.2 or to the extent that the disrepair is caused by an Excluded Risk unless the disrepair is caused by the deliberate act or omission of the Tenant.

12.2 Redecoration

The Tenant shall redecorate the inside of the Premises every five years and the outside every three years and both in the last six months of the Term provided always that the Tenant shall not be obliged to carry out redecoration more than once in any consecutive period of 12 months. All redecoration in the last six months of the Term is to be carried out in colours and materials approved by the Landlord acting reasonably and to the reasonable satisfaction of the Landlord.

12.3 Alterations

12.3.1 Subject to clause 12.3.2, the Tenant shall not make any alterations or additions to the Premises except alterations which:

(a) are non structural alterations or additions; and

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(b) would not result in the EPC rating for the Premises being lower than the EPC rating shown on the Landlord's EPC current immediately before such alterations would be carried out,

which alterations may be made with the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

12.3.2 As soon as reasonably practicable following any application for consent to make alterations or additions the Tenant shall give the Landlord a copy of a specification and detailed drawings identifying the proposed works, and any further documentation reasonably required by the Landlord.

12.3.3 Unless and to the extent otherwise required by the Landlord, the Tenant shall, at the end of the Term, remove any and all alterations and additions made to the Premises during the Term and shall reinstate the Premises and make good any damage caused by that removal to the reasonable satisfaction of the Landlord.

12.4 **Signs and re-letting notices**

12.4.1 The Tenant shall not display any signs or notices at the Premises which can be seen from outside the Premises, except:

(a) external signage (including illuminated signage) approved by the Landlord (such approval not to be unreasonably withheld or delayed) and giving the name and business of the Tenant (or other authorised occupier) on the front elevation of the Premises and in any other location approved by the Landlord (such approval not to be unreasonably withheld or delayed) save that no such approvals will be required for the usual national trade signage of Pure Gym Limited whilst this Lease is vested in Pure Gym Limited (Company number: 06690189); and

(b) vinyl window signage consistent with the Tenant's corporate or trade imagery provided that such signage does not cover 100% of the plate glass at the front of the Premises;

and at the end of the Term the Tenant shall remove any such sign and make good any damage caused by that removal to the reasonable satisfaction of the Landlord.

12.4.2 The Tenant shall permit the Landlord to place a sign on the Premises at any time advertising the sale of the Landlord's interest (or any superior interest) in the Premises and (unless the Tenant shall have made a valid court application under section 24 of the Landlord and Tenant Act 1954 or is otherwise entitled in law to remain in occupation or to a new tenancy of the Premises) during the last six months of the Term for the re-letting of the Premises provided that such sign does not materially obscure the shopfront of the Premises or any of the Tenant's signage.

12.5 **Yield up**

At the end of the Term the Tenant shall yield up the Premises with vacant possession decorated and repaired in accordance with and in the condition required by this Lease.

12.6 **Codes of practice**

The Tenant shall ensure that all works carried out at the Premises by or on behalf of the Tenant are carried out in accordance with all relevant codes of practice applicable to those works and issued by a statutory or professional body.

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13. USE OF THE PREMISES

13.1 The Permitted Use

The Tenant shall not use the Premises except for the Permitted Use or, with the consent of the Landlord (such consent not to be unreasonably withheld) for any other use within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this deed).

13.2 Obstructions

The Tenant shall not obstruct the Retained Parts or any other pavement, footpath or roadway adjoining or serving the Premises.

13.3 Restrictions on use

The Tenant shall not:

13.3.1 leave the Premises unoccupied for a period of more than one month without first giving written notice to the Landlord nor for more than three months without the consent of the Landlord, but the Tenant shall not by virtue of clause 13.3.1 be required to trade from the Premises;

13.3.2 do anything on the Premises which is illegal or immoral or which would cause a nuisance or any damage or disturbance to the Landlord or any of the other occupiers of the Estate or any owner or occupier of any other property adjoining or near the Premises provided that the Landlord acknowledges that some noise or vibration may occur from time to time in connection with the Permitted Use and the Tenant shall use reasonable endeavours to minimise such noise or vibration;

13.3.3 carry out any acts at the Premises which are noisy, noxious, dangerous or offensive or store dangerous or inflammable materials at the Premises provided that the Landlord acknowledges that some noise or vibration may occur from time to time in connection with the Permitted Use and the Tenant shall use reasonable endeavours to minimise such noise or vibration;

13.3.4 allow waste to accumulate at the Premises nor allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any adjoining property; nor

13.3.5 overload or obstruct any Service Media which serve the Premises.

13.4 Fire and security precautions

The Tenant shall comply with the requirements and reasonable recommendations of the fire authority relating to fire prevention and the provision of fire-fighting equipment at the Premises and the reasonable requirements of the Landlord in relation to the security of the Premises while they are vacant.

13.5 Exclusion of warranty

The Landlord does not warrant or represent that the Premises may be used for the Permitted Use or for any other purpose.

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14. DEALINGS

14.1 General restrictions

The Tenant shall not part with or share nor agree to part with or share possession of the whole or part of the Premises or this Lease, nor allow any other person to occupy the whole or any part of the Premises, except as permitted by the remainder of clause 14.

14.2 Assignments

14.2.1 The Tenant shall not assign or agree to assign any part (as opposed to the whole) of this Lease. The Tenant shall not assign the whole of this Lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

14.2.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment in any of the following circumstances:

(a) if, in the reasonable opinion of the Landlord, the financial standing of the assignee is not sufficient to pay the Rent and other sums due under this Lease and to comply with the tenant covenants of this Lease. For these purposes the "**financial standing of the assignee**" means the financial standing of the assignee:

(i) taking into account the financial standing of any guarantor who will enter into a guarantee of the assignee's obligations pursuant to clause 14.2.3(c) and (but subject to clause 14.2.2(a)(ii)) the provision of any other security for the performance of the assignee's obligations and the terms upon which such security is to be held; but

(ii) ignoring any authorised guarantee and sub-guarantee which may be entered into pursuant to clauses 14.2.3(a) and 14.2.3(b) (and any sub-guarantee of such authorised guarantee agreement which may have already been entered into);

(b) if the Tenant has not paid all the Rent; or

(c) if the assignee (being a company) is not incorporated within the United Kingdom, unless the person who is to be its guarantor pursuant to clause 14.2.3(c) (being a company) is incorporated within the United Kingdom.

14.2.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to any of the following conditions:

(a) where reasonably required by the Landlord that the Tenant enter into an authorised guarantee agreement no later than the date of the instrument of the assignment, and that agreement is:

(i) to take effect immediately following completion of the instrument of the assignment;

(ii) to be by deed;

(iii) to provide for a guarantee of the performance of all the tenant covenants of this Lease by the assignee from the date of the

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instrument of the assignment until the assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995;

(iv) to provide for all the matters permitted by section 16(5) of that Act and is otherwise in accordance with section 16 of that Act; and

(v) to include such further provisions as the Landlord reasonably requires;

(b) where reasonably required by the Landlord that any person who has guaranteed the obligations of the Tenant under this Lease (otherwise than by way of an authorised guarantee agreement) and whose guarantee is subsisting immediately before completion of the instrument of the assignment enter into a sub-guarantee of the obligations of the Tenant contained in an authorised guarantee agreement entered into pursuant to clause 14.2.3(a), and that sub-guarantee is:

(i) to take effect immediately following completion of the instrument of the assignment;

(ii) to be by deed;

(iii) to provide for the sub-guarantor to enter into a new lease (whether as guarantor or as tenant) if the liability of the assignee is disclaimed;

(iv) to include such further provisions as the Landlord reasonably requires; and

(v) to be entered into notwithstanding that that person may have already entered into such a sub-guarantee (or may have purported to have done so); and

(c) that, if reasonably required by the Landlord, the assignee procure a guarantor or guarantors (not being the Tenant pursuant to the condition referred to in clause 14.2.3(a)) acceptable to the Landlord, to enter into a full guarantee and indemnity of the assignee's obligations under this Lease, and that guarantee and indemnity is:

(i) to take effect immediately following completion of the instrument of the assignment;

(ii) to be by deed;

(iii) to provide for the guarantor to take a new lease (as tenant) if this Lease is forfeited or if the liability of the assignee is disclaimed;

(iv) to include such further provisions the Landlord reasonably requires; and

(v) to be in addition to any authorised guarantee agreement entered into pursuant to clause 14.2.3(a) and sub-guarantee entered into pursuant to clause 14.2.3(b) or which may have already been entered into); and

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(d) that if at any time before the assignment any of the circumstance set out in clause 14.2.2 exist, the Landlord may revoke its consent to the assignment by notice to the Tenant.

14.3 **Underlettings**

14.3.1 The Tenant shall not underlet or agree to underlet any part of the Premises (as opposed to the whole) except by an underlease of a Permitted Part.

14.3.2 The Tenant shall not underlet the whole of the Premises or a Permitted Part, except in accordance with the remainder of clause 14.3 and with clause 14.4 and then only with the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

14.3.3 The Tenant shall not underlet the Premises or a Permitted Part without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply with the terms of the underlease (and any document which is supplemental or collateral to the underlease) throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.

14.3.4 Any underlease of the whole or of a Permitted Part shall be granted at a rent which is not less than the then open market rental value of the Premises or the Permitted Part (as the case may be) (but this will not prevent an underlease providing for a rent free period of a length as is then usual in the open market in respect of such a letting), and without a fine or premium and with the underlease rent payable not more than one quarter in advance.

14.3.5 The Tenant shall not grant an underlease unless:

(a) before the earlier of the undertenant entering into the underlease and the undertenant becoming contractually bound to do so, the Tenant has served a notice on the undertenant and the undertenant (or a person duly authorised by the undertenant) has made a statutory declaration, such notice and statutory declaration to relate to the tenancy to be created by the underlease and to comply with section 38A of the Landlord and Tenant Act 1954 and the relevant schedules of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and

(b) the Tenant has supplied the Landlord with a certified copy of the notice and statutory declaration referred to in clause 14.3.5(a).

14.3.6 The Tenant shall not grant any underlease for a term which will expire by effluxion of time later than three clear days before the date the contractual term granted by this deed will expire by effluxion of time.

14.3.7 The Tenant shall not enter into any collateral deed nor give any side letter varying or relieving the undertenant from any terms required by clause 14.3 or clause 14.4 to be contained in the underlease.

14.4 **Terms to be contained in any underlease**

Any underlease shall contain the following terms:

14.4.1 an obligation on the undertenant not to deal with or dispose of its interest in the underlease (including by way of declaration of trust) or part with or share possession of the whole or part of that interest or permit any other person to occupy the Premises except by way of an assignment or charge of the whole of its interest in the Premises,

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which may only be made with the Landlord's consent, such consent not to be unreasonably withheld or delayed, or as permitted by clause 14.8;

14.4.2 agreements between the Tenant and the undertenant in the same terms as clauses 14.2.2 and 14.2.3 and a further agreement between the Tenant and the undertenant expressed to be for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of the underlease subject to a condition that the assignee of the underlease enters into a covenant with the Landlord with effect from the date of the instrument of the assignment of the underlease in the terms of the covenant required by clause 14.3.3;

14.4.3 if this Lease requires the consent or approval of the Landlord for any matter and that matter is permitted by the underlease, a provision requiring the consent or approval of the Landlord for that matter;

14.4.4 if this Lease requires the consent or approval of the Landlord, such consent not to be unreasonably withheld or delayed for any matter and that matter is permitted by the underlease, a provision requiring the consent or approval of the Landlord for that matter, such consent not to be unreasonably withheld or delayed; and

14.4.5 a statement by the Tenant and the undertenant referring to the notice and statutory declaration mentioned in clause 14.3.5, and where the statutory declaration was made by a person other than the undertenant, a statement by the undertenant confirming that such person was duly authorised by the undertenant to make the statutory declaration and an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy created by the underlease,

and shall otherwise be on terms consistent with this Lease.

14.5 **Further provisions relating to underleases**

14.5.1 The Tenant shall procure that the rent in any underlease is reviewed in accordance with the underlease and shall not agree the level of any reviewed rent with an undertenant without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

14.5.2 The Tenant shall enforce the obligations of the undertenant in any underlease and exercise its rights under the agreements made between it and the undertenant for the purposes of section 19(1A) of the Landlord and Tenant Act 1927.

14.5.3 The Tenant shall not vary the terms of, nor, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed, accept or agree to accept a surrender of, nor forfeit any underlease.

14.6 **Charging**

The Tenant shall not charge or agree to charge any part of the Premises (as opposed to the whole) and shall not charge or agree to charge the whole of the Premises without the consent of the Landlord, such consent not to be unreasonably withheld or delayed provided that the Landlord's consent shall not be required for a bona fide floating charge to a United Kingdom financial institution entered into in the normal course of the Tenant's business.

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14.7 **Declarations of trust**

The Tenant shall not make any declaration of trust of the whole or any part of its interest in the Premises or this Lease.

14.8 **Group sharing of occupation**

Nothing in clause 14 will prevent the Tenant or any permitted undertenant from sharing occupation of the Premises with another member of the same Group if and so long as that other member remains a member of that Group and no relationship of landlord and tenant subsists between the Tenant or permitted undertenant and that other member. The Tenant shall keep the Landlord informed of the identity of all occupiers and of the basis of their occupation of the Premises.

14.9 **Concession agreements**

14.9.1 Nothing in this clause 14 will prevent the Tenant from granting concession agreements or licences of not more than 30% of the gross internal floor area of the Premises for use for the Permitted Use provided that:

(a) prior written notice is given to the Landlord of any such intended arrangement;

(b) no such licensee or concessionaire is given exclusive possession of any parts of the Premises;

(c) the Premises retain the appearance of a unit in single occupation;

(d) no relationship of landlord and tenant subsists between the Tenant or permitted undertenant and that licensee or concessionaire; and

(e) any such arrangement will automatically determine on the determination of this Lease.

14.9.2 The Tenant shall keep the Landlord informed of the identity of all occupiers and of the basis of their occupation of the Premises

14.10 **Notification of dealings**

Within five Business Days of any dealing with, or devolution of, the Premises or this Lease or of any interest created out of them or it, the Tenant shall give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing the dealing or devolution (and a certified copy for any superior landlord) and shall pay the Landlord a reasonable registration fee of not less than fifty pounds (£50) and the registration fee of any superior landlord.

14.11 **Registration at the Land Registry**

14.11.1 If this Lease and/or the rights granted or reserved by this Lease are or should be registered at the Land Registry under the Land Registration Act 2002 then the Tenant shall:

(a) apply to register this Lease and any assignment or other registrable disposition of this Lease at the Land Registry within 20 Business Days of the date of the grant of this Lease or the date of the instrument of assignment or other disposition requiring registration (as the case may be) and procure completion of that registration;

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(b) use its reasonable endeavours to procure that all rights granted or reserved by this Lease are properly noted against the affected titles; and

(c) within 10 Business Days of the registration of the grant, assignment, other registrable disposition of this Lease or notice against the affected titles (as the case may be) deliver to the Landlord official copies of the registered title.

14.11.2 The Landlord shall not be liable to the Tenant for the Tenant's failure to register and/or to protect this Lease or any rights granted by it.

15. LEGAL REQUIREMENTS AND REGULATIONS

15.1 Legislation and planning

15.1.1 The Tenant shall:

(a) comply with all legislation affecting the Premises, their use and occupation and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply;

(b) give the Landlord written notice of any defect in the Premises which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and shall display any notices at the Premises needed to enable the Landlord to comply with the Defective Premises Act 1972;

(c) not apply for planning permission without the Landlord's consent (which shall not be unreasonably withheld or delayed where the planning permission relates to the Premises and to any proposals of the Tenant that are otherwise in compliance with its covenants under the Lease and for which the Tenant has already obtained the Landlord's consent if necessary);

(d) pay any charge imposed under legislation relating to town and country planning in respect of the use of the Premises, or any works carried out at the Premises by the Tenant (or its subtenants or other occupiers of the Premises);

(e) in relation to community infrastructure levy (or any similar or replacement charge or levy):

(i) pay any community infrastructure levy (or any similar or replacement charge or levy);

(ii) serve a notice assuming liability (and provide a copy of such notice to the Landlord) and not withdraw it (or carry out such equivalent or similar steps as may be required or permitted in relation to any similar or replacement charge or levy); and

(iii) indemnify the Landlord against all liabilities arising out of community infrastructure levy (or any similar or replacement charge or levy),

in each case in respect or by reason of any works carried out at the Premises by the Tenant (or its subtenants or other occupiers of the Premises); and

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(f) give the Landlord any information or documents which the Landlord reasonably requests to enable the Landlord to comply with all obligations under the Companies (Directors' Report) and Limited Liability Partnerships (Energy and Carbon Report) Regulations 2018.

15.1.2 Nothing in this lease will make the Tenant responsible for the remediation or removal from the Premises of any Contamination present at the Premises before the date of this lease or which would otherwise make the Tenant liable to the Landlord to make good or rectify (or pay to make good or rectify) any defect or want of repair resulting from Contamination present at the Premises before the date of this lease save to the extent that any such Contamination is disturbed or its impact aggravated or affected by any act, neglect or default of the Tenant.

15.2 **Notices relating to the Premises**

15.2.1 The Tenant shall give the Landlord a copy of any notice received by the Tenant, relating to the Premises or the Estate or any occupier of them, or to the Landlord's interest in them, upon having received it and take any reasonable steps at the Landlord's cost which the Landlord may reasonably require in connection with such notice.

15.2.2 The Tenant shall not give any notice or counter-notice under the Party Wall etc. Act 1996 without the consent of the Landlord which consent will not be unreasonably withheld or delayed.

15.3 **The Construction (Design and Management) Regulations 2015**

15.3.1 In this clause 15.3 "**Regulations**" means the Construction (Design and Management) Regulations 2015 and "**File**" means the Health and Safety file required by the Regulations for any project (within the meaning of the Regulations) carried out by or on behalf of the Tenant or any undertenant or other occupier of the Premises.

15.3.2 In respect of any works carried out by or on behalf of the Tenant or any undertenant or other occupier of the Premises (including any works of reinstatement which may be carried out after the end of the Term) to which the Regulations apply:

(a) the Tenant shall comply in all respects with the Regulations and procure that any person (other than the Landlord) who otherwise has any duty under the Regulations, complies with the Regulations;

(b) the Tenant shall pay the Landlord within 5 Business Days of written demand its reasonable and proper costs and expenses (and any VAT in relation to them) for providing any information or documents which the Landlord may supply to any person in connection with such works; and

(c) if and to the extent that the Landlord is a client for the purposes of the Regulations, the Tenant shall agree with the Landlord in writing (or the Tenant shall procure that the undertenant or other occupier of the Premises (as the case may be) agrees with the Landlord in writing), for the purpose of the Regulations, to be treated as the only client in relation to such works, and the Tenant shall not begin (or shall procure that the undertenant or other occupier (as the case may be) does not begin) to carry out such works until that agreement has been made.

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15.3.3 The Tenant shall:

(a) compile, maintain and make the File available to the Landlord for inspection at all times;

(b) on request provide copies of the whole or any part of the File to the Landlord; and

(c) hand the File to the Landlord at the end of the Term.

15.3.4 The Tenant shall use reasonable endeavours to obtain all copyright licences which are needed for the Tenant to comply lawfully with clause 15.3.

15.4 **Regulations**

The Tenant shall comply with any regulations concerning the Retained Parts reasonably made by the Landlord from time to time. No regulations may impose obligations on the Tenant that are inconsistent with the Tenant's rights and obligations under this Lease.

16. LANDLORD'S COVENANTS

16.1 **Quiet Enjoyment**

The Landlord agrees with the Tenant that for so long as the Tenant complies with the terms of this Lease the Tenant may hold and use the Premises during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

16.2 **Exclusivity**

16.2.1 While Pure Gym Limited (company registration under 06690189) is the tenant of this Lease and is in occupation at the Premises, the Landlord shall not enter into any agreement for lease or other agreement permitting occupation or grant any lease within the building in which the Premises form part where the principal use is as a gym or health and fitness facility.

16.2.2 The provisions of this clause 16.2 shall apply only to first lettings or other first agreements permitting occupation of any unit within the building in which the Premises form part and shall not apply to the subsequent assignment of any lease within the building in which the Premises form part.

16.3 **Car Park**

16.3.1 At all times during the Term to use reasonable endeavours to keep the Car Park open during the Tenant's normal trading hours and to permit the Tenant and its customers to use the same.

16.3.2 Not to alter the Car Park in any way which would materially adversely affect the Tenant's use of the Premises without the consent of the Tenant (such consent not to be unreasonably withheld or delayed).

16.3.3 Not to impose any charges for the use of the Car Park by the Tenant and its customers, other than as may be agreed with the Tenant for the proper management of the Car Park (such agreement not to be unreasonably withheld or delayed) or otherwise as required by statute provided that the Landlord shall ensure that a minimum of two hours free car parking is made available for the Tenant and its customers.

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16.3.4 To use reasonable endeavours to procure that the Car Park is not obstructed by any other tenant of the Landlord on the Estate.

17. LIMIT ON LANDLORD'S LIABILITY

To the extent that the obligations on the Landlord contained or implied in this Lease relate to any time after a person has parted with the whole of its interest in the reversion immediately expectant on the end of the Term, they shall not be binding on or enforceable against that person after that person has parted with the whole of that interest.

18. FORFEITURE

18.1 Landlord's right of re-entry

If any event set out in clause 18.2 occurs, the Landlord may forfeit this Lease and re-enter the Premises (or any part of them in the name of the whole). The Term will then end, but this will be without prejudice to any claim which the Landlord may have against the Tenant or a Guarantor for any failure to comply with the terms of this Lease.

18.2 Events giving rise to the Landlord's right of re-entry

18.2.1 The Rent or any other sum payable under this Lease has not been paid 15 Business Days after it became due, whether formally demanded or not.

18.2.2 The Tenant or any Guarantor has failed to comply with any of the terms of this Lease.

18.2.3 The Tenant or any Guarantor who is an individual (or if more than one individual then any one of them):

(a) is unable to pay, or has no reasonable prospect of being able to pay, its debts within the meaning of section 268 of the Insolvency Act 1986;

(b) is the subject of an application for an interim order under the Insolvency Act 1986, or it enters into, or commences negotiations in respect of, or calls or convenes any meeting for the approval of any composition, compromise, moratorium, scheme or other similar arrangement with its creditors or any of them, whether under the Insolvency Act 1986 or otherwise;

(c) requests or suffers the appointment of a Law of Property Act 1925, court appointed or other receiver or receiver and manager or similar officer over or in relation to the whole or any part of its undertaking, property, revenue or assets, or any person holding security over the whole or any part of its undertaking, property, revenue or assets takes possession of all or any part of them, or it requests that such a person does so;

(d) makes an application for a bankruptcy order or takes any step in connection with such application, is the subject of a petition for a bankruptcy order or any step is taken in connection with such petition, or an interim receiver of its property is appointed, or a bankruptcy order is made against it;

(e) has any taking control of goods, execution, sequestration or other process levied or forced upon or against its undertaking, chattels, property or any of its assets; or

(f) is, or becomes, subject to, or takes or has taken against it or in relation to it or the whole or any part of its undertaking, property, revenue or assets, any

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finding, step, process or proceeding in any jurisdiction other than England and Wales which is equivalent, analogous, corresponding or similar to any of the findings, steps, processes or proceedings mentioned in clauses 18.2.3(a) to 18.2.3(e), and whether or not any such finding, step, process or proceeding has been taken in England and Wales.

18.2.4 The Tenant or any Guarantor which is a company (or if more than one company then any one of them):

(a) is unable to pay, or has no reasonable prospect of being able to pay, its debts within the meaning of section 123 or sections 222 to 224 of the Insolvency Act 1986 (but disregarding references in those sections to proving it to the court's satisfaction);

(b) resolves or its directors resolve to enter into, or it enters into, or it or its directors commence negotiations or make any application to court in respect of, or call or convene any meeting for the approval of any composition, compromise, moratorium (including a moratorium statutorily obtained, whether as a precursor to a voluntary arrangement under the Insolvency Act 1986 or otherwise, or a moratorium informally obtained), the appointment of a nominee, scheme or other similar arrangement with its creditors or any of them, whether under the Insolvency Act 1986, the Companies Act 2006 or otherwise;

(c) resolves, or its directors, or the holders of a qualifying floating charge (as defined in Schedule B1 of the Insolvency Act 1986) or a third party resolve to appoint an administrator of it, or to petition or apply to court for an administration order in respect of it, or a petition or an application for an administration order is made in respect of it, or an administration order is made in respect of it, or a notice of appointment or a notice of intention to appoint an administrator is issued, or any step under the Insolvency Act 1986 is taken to appoint an administrator of it out of court, or it enters administration;

(d) requests or suffers the appointment of a receiver under the Law of Property Act 1925, court appointed, administrative receiver or other receiver or receiver and manager, or similar officer over or in relation to the whole or any part of its undertaking, property, revenue or assets, or any person holding security over all or any part of its undertaking, property, revenue or assets takes possession of all or any part of them or requests that such a person does so;

(e) resolves or its directors resolve to wind it up, whether as a voluntary liquidation or a compulsory liquidation, or its directors or any third party take any step under the Insolvency Act 1986 to wind it up voluntarily or to petition the court for a winding-up order, or a winding-up petition is presented against it, or a provisional liquidator is appointed to it, or it goes into liquidation within the meaning of section 247 of the Insolvency Act 1986;

(f) is dissolved, or is removed from the Register of Companies, or ceases to exist (whether or not being capable of reinstatement or reconstitution) or

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threatens to cease to exist, or its directors apply for it to be struck off the Register of Companies;

(g) has any taking control of goods, execution, sequestration or other process levied or forced upon or against its undertaking, chattels, property or any of its assets; or

(h) is, or becomes, subject to, or takes or has taken against it or in relation to it or the whole or any part of its undertaking, property, revenue or assets, any finding, step, process or proceeding in any jurisdiction other than England and Wales which is equivalent, analogous, corresponding or similar to any of the findings, steps, processes or proceedings mentioned in clauses 18.2.4(a) to 18.2.4(g), and whether or not any such finding, step, process or proceeding has been taken in England and Wales.

18.2.5 The Tenant or any Guarantor ceases or threatens to cease to carry on any business, or makes or permits or threatens to make or permit any material change in the nature of its business, or suspends or threatens to suspend payment of its debts.

18.3 **Interpretation**

18.3.1 In clause 18 "**company**" includes:

(a) a company as defined in section 1 of the Companies Act 2006;

(b) a body corporate or corporation within the meaning of section 1173 of the Companies Act 2006;

(c) an unregistered company or association;

(d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to article 3 of the EC Regulation on Insolvency Proceedings 2000 (No. 1346/2000);

(e) a partnership within the meaning of the Partnership Act 1890;

(f) a limited partnership registered under the Limited Partnerships Act 1907; and

(g) a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000,

and the "**Register of Companies**" means any register of any of the legal persons mentioned above.

18.3.2 In relation to a Tenant or Guarantor that is a partnership within the meaning of the Partnership Act 1890 or a limited partnership registered under the Limited Partnerships Act 1907, the provisions of clause 18.2.4 will, except where the context otherwise requires, apply mutatis mutandis to the Tenant or Guarantor (as the case may be) incorporating, where relevant, the modifications mentioned in the Insolvent Partnerships Order 1994 and the Insolvent Partnerships (Amendment) Order 2005.

18.3.3 In relation to a Tenant or Guarantor that is a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, the provisions of clause 18.2.4 will, except where the context otherwise requires, apply mutatis mutandis to the Tenant or Guarantor (as the case may be) incorporating, where relevant, the modifications made under the Limited Liability Partnerships Act 2000.

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19. MISCELLANEOUS

19.1 Notices

19.1.1 A notice given in connection with this Lease must be given in writing and signed by or on behalf of the party giving it, unless this Lease states that it need not be given in writing.

19.1.2 A notice given in connection with this Lease will be validly served if personally delivered or if sent by a registered post service (within the meaning of the Postal Services Act 2000) or first class recorded delivery or first class ordinary post and (in each case) addressed to:

(a) the Landlord at the address given in this deed or, in substitution, at such other address which the Landlord has notified to the Tenant in writing;

(b) the Tenant at the Premises or its registered office or its last known address; or

(c) a Guarantor at its registered office or its last known address.

19.1.3 The Tenant shall give the Landlord oral notice as well as written notice of any matter affecting the Premises where emergency action is or may be needed.

19.1.4 Any notices to be served on Pure Gym Limited (Company registration number 06690189) under this Lease must be served at its registered office with a copy by email to [redacted], [redacted] and [redacted] or such other email address as is notified by the Tenant to the Landlord in writing.

19.1.5 Save as provided for in clause 19.1.4 writing does not include, and notices given in connection with this Lease may not be given by, email or any other electronic means.

19.2 Landlord's rights to remedy default by the Tenant

If the Tenant fails to comply with any of its obligations in this Lease, the Landlord may give the Tenant written notice of that failure, and the Tenant shall remedy the failure within the time reasonably specified by the Landlord (or immediately in the case of an emergency). If the Tenant fails to do this the Landlord may enter the Premises and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease, and any costs properly incurred by the Landlord will be a debt due from the Tenant payable on demand and may be recovered by the Landlord as if it were additional rent.

19.3 No right to enforce

Without prejudice to clause 16.2, nothing contained or referred to in this Lease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other tenant or occupier of the Estate with the Landlord.

19.4 Tenant to provide information

The Tenant shall give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this Lease and shall give the Landlord written notice as soon as it becomes aware of any matter in connection with the Premises which may make the Landlord liable to the Tenant or any third party.

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19.5 **Energy performance certificates**

19.5.1 The Tenant shall allow the Landlord and all others authorised by the Landlord to have access to all documentation, data and information in the Tenant's possession or under its control that is reasonably required in order for the Landlord to:

(a) prepare an EPC in respect of the Premises; and

(b) comply with any duty imposed upon the Landlord under The Energy Performance of Buildings (England and Wales) Regulations 2012,

and the Tenant shall co-operate with the Landlord and any person so authorised so far as is reasonably necessary (at the Landlord's cost) to enable them to carry out such functions.

19.5.2 The Tenant shall not obtain or commission an EPC in respect of the Premises unless required to do so by The Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to obtain an EPC, the Tenant shall (acting reasonably) obtain an EPC from a suitably qualified assessor.

19.5.3 The Tenant shall provide free of charge to the Landlord a copy of any EPC that the Tenant obtains in respect of the Premises.

19.6 **Tenant's indemnity**

19.6.1 The Tenant agrees to indemnify the Landlord at all times (both during and after the Term) against all charges, claims, proceedings, liabilities, damages, losses, costs and expenses arising directly or indirectly from the existence, state of repair or Tenant's use of the Premises or any works carried out at the Premises by the Tenant (or its sub-tenants or other occupiers of the Premises) or any breach of any of the Tenant's obligations in this Lease, or any act or omission of the Tenant provided that in respect of any such claim, the Landlord shall:

(a) give formal notice to the Tenant of the claim as soon as reasonably practicable after the Landlord receives notice of it;

(b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require and that the Landlord is lawfully able to provide; and

(c) exercise its general obligation to mitigate its loss where it is reasonable for the Landlord to do so.

19.7 **Guarantor to enter into supplemental documents**

The Tenant shall procure that a Guarantor enters into and executes and delivers to the Landlord any deed or document which is supplemental to this deed and which is entered into before that Guarantor is released by virtue of the Landlord and Tenant (Covenants) Act 1995 for the purpose of that Guarantor consenting to the Tenant entering into such supplemental document and confirming that, subject only to section 18 of the Landlord and Tenant (Covenants) Act 1995, all the obligations of that Guarantor will remain in full force and effect in respect of this Lease and will extend and apply to the Lease as varied by that supplemental document.

19.8 **Replacement Guarantor**

19.8.1 In this clause 19.8 a "**Guarantor Replacement Event**" is the death of a Guarantor or the occurrence of any of the events referred to in clause 18.2.3, 18.2.4, or 18.2.5 in

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relation to a Guarantor, or where a Guarantor comprises more than one person, the death of any one of them or the occurrence of any of those events in relation to any one of them.

19.8.2 If at any time during the Term a Guarantor Replacement Event occurs, the Tenant shall give immediate written notice of it to the Landlord. The Landlord may after a Guarantor Replacement Event (and whether or not it has received notice of it from the Tenant) give written notice to the Tenant requiring the Tenant to procure a replacement or additional guarantor. Within one month of the Landlord giving such notice to the Tenant, the Tenant shall procure that a person of standing acceptable to the Landlord (acting reasonably) enters into and executes and delivers to the Landlord a replacement or additional guarantee and indemnity in the same form as that entered into by the Guarantor in respect of which the Guarantor Replacement Event has occurred.

19.8.3 Clause 19.8 does not apply in relation to a Guarantor who is a Guarantor by reason of having entered into an authorised guarantee agreement.

19.9 **Qualification of Landlord's liability**

The Landlord shall not be liable to the Tenant or any other person for:

19.9.1 any damage to person or property arising from any act, omission or misfeasance by any other tenant or occupier of the Estate or from the state and condition of the Premises or of any Lettable Unit;

19.9.2 any interruption to the supply of Utilities to the Premises or other parts of the Estate provided that the interruption is beyond the reasonable control of the Landlord or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing and where there is any such interruption the Landlord shall use reasonable endeavours to restore the provision of Utilities as soon as reasonably practicable;

19.9.3 any accidental damage to the Premises or to any property of the Tenant or any other occupier of the Premises or their employees, agents or independent contractors; or

19.9.4 for any failure to perform any obligation in this Lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time (save in cases of emergency) to remedy the matter.

19.10 **Removal of goods after end of Term**

The Tenant shall remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Premises more than 10 Business Days after the end of the Term as the Landlord sees fit.

19.11 **Governing law and jurisdiction**

19.11.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law of England and Wales.

19.11.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

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

Unless expressly stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

19.13 **Landlord and Tenant (Covenants) Act 1995**

This Lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

19.14 **Tenant's acknowledgement**

19.14.1 The Tenant acknowledges that except for the written (including by email) replies made by the Landlord's solicitors to the formal written (including by email) pre-lease enquiries made by the Tenant's solicitors, it has not relied on or taken into account any statement or representation, whether written or oral (and including any made negligently) made by or on behalf of the Landlord, in deciding whether to enter into this deed and any document expressed to be supplemental to this Lease and entered into on the same day as this deed and will have no right or remedy (including any right or remedy based on negligence) in respect of any such statement or representation.

19.14.2 Nothing in this deed will operate to limit, restrict or exclude any liability arising or remedy available by reason of fraud.

20. TENANT BREAK CLAUSE

20.1 In this clause, "**Termination Date**" means 8 January 2031

20.2 Subject to the pre-conditions in clause 20.3 being satisfied on the Termination Date, and subject to clause 20.4 the Tenant may determine the Term on the Termination Date by giving the Landlord not less than six months' written notice. The Term will then determine on the Termination Date, but without prejudice to any rights of either party against the other for any antecedent breach of its obligations under this Lease.

20.3 The pre-conditions are that:

20.3.1 the whole of the Premises is given to the Landlord free of the Tenant's occupation and the occupation of any other lawful occupier and without any continuing underleases; and

20.3.2 all Rent and VAT payable on it due under this Lease up to the Termination Date have been paid in full.

20.4 The Landlord may waive any of the pre-conditions set out in clause 20.3 at any time before the Termination Date by written notice to the Tenant.

20.5 The Tenant will cancel any registration it has made in connection with this Lease within five Business Days of the Termination Date.

20.6 Time is of the essence for the purposes of this clause 20.

20.7 If the Tenant does not exercise its right under this clause and a new tenancy is granted as a result of any right which the Tenant may have, the Landlord and the Tenant agree that the new tenancy will not contain a provision equivalent to this clause 20 unless the parties expressly agree it at the time such new tenancy is granted.

20.8 If this Lease terminates in accordance with this clause 20 then within 15 Business Days of termination the Landlord shall refund to the Tenant the proportion of the Rent and Insurance

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Rent already paid by the Tenant to the Landlord for the period from and excluding the Termination Date up to and excluding the next rent payment date, calculated on a daily basis. The Service Change will be refunded to the Tenant in accordance with clause 11.5.3.

21. TRUSTEE LIMITATION

21.1 The Tenant acknowledges that BNP Paribas Depositary Services (Jersey) Limited and BNP Paribas Depositary Services Limited are entering into this lease as trustees of Threadneedle Property Unit Trust and as such any liability on their part pursuant to this lease or otherwise under contract, in tort, under statute or otherwise is limited to the assets held by them on trust for the time being of Threadneedle Property Unit Trust which are in their possession or under their control as trustees of Threadneedle Property Unit Trust and that neither of them shall have any obligation to meet any claim or liability under this lease or otherwise under contract, in tort, under statute or otherwise except to the extent that they can properly meet such claim or liability out of the assets of Threadneedle Property Unit Trust.

This document has been executed as a deed and is delivered on the date stated at the beginning of it.

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Executed as a deed by)
BNP PARIBAS DEPOSITARY SERVICES)
LIMITED)
a company incorporated in Jersey)
acting by: [redacted])
.....)
and .....)
who, in accordance with the laws of that territory,)
are acting under the authority of the company)

Signature in name of company

[redacted]

.....

Authorised signatory

[redacted]

Executed as a deed by)
BNP PARIBAS DEPOSITARY SERVICES)
(JERSEY) LIMITED)
a company incorporated in Jersey)
acting by: [redacted])
.....)
and .....)
who, in accordance with the laws of that territory,)
are acting under the authority of the company)

Signature in name of company

[redacted]

.....

Authorised signatory

[redacted]

Executed as a deed by)
PURE GYM LIMITED)
acting by a director:)
.....)
in the presence of:)

.....

Director

Name of witness: .....
(in BLOCK CAPITALS)

Signature of witness: .....

Address: .....

.....

Occupation: .....

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number MAN389834 | Edition date 15.07.2024

- This official copy shows the entries on the register of title on 27 MAY 2026 at 16:14:12.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : STOCKPORT

1 (08.11.2021) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Unit 2, Kings View, Didsbury Road, Stockport (SK4 2LQ).

NOTE: The airspace above the upper level of the of the buildings on the premises are excluded.

2 (08.11.2021) The mines and minerals are excepted from the registration of the land tinted pink on the title plan.

3 (08.11.2021) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The easements granted in the lease are included in the title only so far as they are capable of subsisting at law and relate to the land comprised in the landlord's title GM733211 at the date of the grant of the lease.

4 (08.11.2021) The Conveyance dated 3 October 1946 referred to in the Charges Register contains the following provision:-

"IT is hereby DECLARED ..... that all rights of support ways sewers drains gutters downspouts pipes rights of light and air and other easements or rights in the nature of easements and other conveniences that the property hereby conveyed and the said adjoining property of the Vendor have hitherto respectively used and enjoyed the one over the other shall continue to subsist and be enjoyed as of right by the Vendor and the Purchaser respectively and the persons deriving title under them respectively."

5 (08.11.2021) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 29 January 2021
Term : From and including 8 January 2021 to and including 7 January 2036

A: Property Register continued

Parties : (1) BNP Paribas Depositary Services (Jersey) Limited and BNP Paribas Depositary Services Limited
(2) Pure Gym Limited

6 (08.11.2021) The Lease prohibits or restricts alienation.

7 (08.11.2021) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (08.11.2021) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (08.11.2021) The land tinted pink, tinted yellow and tinted mauve on the title plan is subject to such rentcharges, restrictive covenants and easements as may have been created prior to 4 January 1995 and are still subsisting and enforceable.

2 (08.11.2021) The land tinted yellow on the title plan together with other land is subject to a perpetual yearly rentcharge of £122.3s.0d created by an Agreement dated 23 November 1878 made between (1) Joseph Albiston and (2) Tom Kenyon.

The said Deed also contains covenants.

NOTE: Neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration.

3 (08.11.2021) A Conveyance of the freehold estate in the land tinted mauve on the title plan and other land dated 3 September 1889 made between (1) William Edward Montague Hulton Harrop and Harrington Arthur Harrop Hulton (2) Joseph Albiston and (3) Henry Faulder, Walter Barlow and William John Lister contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (08.11.2021) The land tinted blue on the title plan together with other land is subject to a yearly rentcharge of £11.5s.2d. created by a Conveyance dated 30 April 1890 made between (1) William Edward Montagu Hulton-Harrop and Harrington Arthur Harrop Hulton (2) Joseph Albiston and (3) Mark Lane.

The said Deed also contains covenants.

NOTE: Copy filed under CH42589

By a Conveyance dated 3 October 1946 made between (1) Harry Barlow Wayne (2) Marshall Bateman and John Oswald Heap and (3) Robert Henry Ward this rentcharge was informally apportioned as to £2 to the land tinted blue on the title plan.

5 (08.11.2021) The land tinted blue on the title plan is subject to the rights reserved by a Conveyance thereof and other land dated 30 April 1890 referred to above.

6 (08.11.2021) The land is subject to the following rights granted by a Deed of Grant dated 25 November 1983 made between (1) British Railways Board (the Board) and (2) The British Gas Corporation (the Corporation):-

"the Board as Beneficial Owner (and to the intent that the easements

C: Charges Register continued

hereby granted shall be appurtenant to the statutory gas undertaking of the Corporation) hereby grants unto the Corporation THE easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over strips of land indicated for identification purposes only by the lines marked A-B C-D E-F G-H J-K and L-M drawn on the plans annexed hereto and thereon coloured pink (hereinafter called "the said strips of land") and to pass over the said strips of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said land for the purpose of access to the said strips of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus"

The said Deed also contains the following restrictive covenants by the grantor:-

"THE Board (to the intent and so as to bind the said land and land of the Board adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Corporation as follows:-

(i) The Board shall not do or cause or permit to be done on the said land or land of the Board adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Board shall not without the prior consent in writing of the Corporation make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strips of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

(iii) The Board shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

PROVIDED that nothing in this Clause shall prevent the Board from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land coloured pink referred to affecting the land in this title has been shown by blue hatching on the title plan.

7 (08.11.2021) A Transfer of the freehold estate in the land in this title and other land dated 29 August 1996 made between (1) British Railways Board and (2) M J Gleeson Group PLC contains restrictive covenants.

NOTE: Original filed under GM680542.

8 (08.11.2021) By a Deed dated 20 May 1997 made between (1) Lowbrook Investments Limited and (2) BG plc the terms of the Deed of Grant dated 25 November 1983 referred to above were varied as therein mentioned.

NOTE: Copy filed under GM733211

9 (08.11.2021) The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub station site dated 11 December 1997 referred to in the Schedule of Leases hereto:-

"TOGETHER WITH as appurtenant thereto the rights specified in the second part of the Schedule hereto

C: Charges Register continued

.....

THE expressions "electric lines" and "electrical plant" as used herein shall have the meanings respectively assigned to them by Section 64 of the Electricity Act 1989

.....

SECOND PART

(a) with or without vehicles machinery apparatus and equipment at all times and for all purposes to pass and repass over and along the Cable Easement Land on the said plan and the roads and footpaths of the Lessor's adjoining Estate

(b) to lay construct use inspect maintain repair alter remove or renew along and under the Cable Easement Land and the roads and footpaths of the Lessor's adjoining Estate such electric lines as the Lessee may from time to time require in connection with its use of the Demised Premises and/or the Lessee's undertaking and electricity distribution system and for this purpose to break open the surface of the Cable Easement Land and the said roads and footpaths making good to the reasonable satisfaction of the Lessor all damage occasioned thereby

(c) to enter and be upon the land shown coloured brown and purple on the said plan for the purpose of inspecting any buildings structures or electrical plant (including boundary walls and fences) erected upon the Demised Premises and the carrying out of repairs and maintenance thereto making good to the reasonable satisfaction of the Lessor all damage occasioned thereby"

End of register

St Thomas' Recreation Ground
Sports Court
Bowling Greens
BRUNDRETT STREET
HEMPSHAW LANE
CHRISTIE STREET
Chapel Yard
Brundrett Place
Factory
Depot
SHAWCROSS STREET
EBBDALE CLOSE
CBL House
Shelter
Holland
100m
50m
© Crown Copyright Licence Number is AC0000818970

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These are the notes referred to on the following official copy

Title Number MAN202835

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

SEQ114

Fem B 440

COPY

DATED

30th November 2012

UNDERLEASE OF WHOLE BY REFERENCE TO SUPERIOR LEASE

relating to

FORMER HARLEY DAVIDSON DEALERSHIP HEMPSHAW LANE STOCKPORT

between

RIOSSI LIMITED

and

PURE GYM LIMITED

BPE Solicitors LLP
WE CERTIFY THIS TO BE A TRUE COPY OF THE [illegible]
BPE SOLICITORS LLP
ST JAMES' HOUSE, ST JAMES' SQUARE
CHELTENHAM
18/12/12

This official copy is incomplete without the preceding notes page.

PRESCRIBED CLAUSES

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

LR1. Date of lease

[DATE] 30th November 2012

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM808278

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Riossi Limited

3 Princess Way Redhill Surrey RH1 1NP

Company Number 2175222

Tenant

Pure Gym Limited

The Hutts Grewelthorpe Ripon North Yorkshire HG4 3DA

Company Number 6690189

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

This official copy is incomplete without the preceding notes page.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

This official copy is incomplete without the preceding notes page.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements included in clause 1.1 of this lease in the definition of Incorporated Terms and specified in Part II of the First Schedule of the Superior Lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements included in clause 1.1 of this lease in the definition of Incorporated Terms and specified in Part III of the First Schedule of the Superior Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

This official copy is incomplete without the preceding notes page.

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THIS LEASE is dated [DATE] 30th November 2012

PARTIES

(1) **RIOSSI LIMITED** incorporated and registered in England and Wales with company number 2175222 whose registered office is at 3 Princess Way, Redhill, Surrey, RH1 1NP (**Landlord**).

(2) **PURE GYM LIMITED** a company incorporated and registered in England and Wales with company number 6690189, whose registered office is at The Hutts, Grewelthorpe, Ripon, North Yorkshire, HG4 3DA (**Tenant**).

BACKGROUND

(A) The Landlord is entitled to possession of the Property under the terms of a Superior Lease (a copy of which has been given to the Tenant).

(B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause 1.1 apply to this lease.

Additional Sums: any sums payable by the Landlord under the Superior Lease, whether or not reserved as rent, but excluding the Superior Rent, Insurance Rent and Interest payable on late payments on either of those.

Annual Rent: rent at an initial rate of £130,000 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.

Contractual Term: a term of years beginning on, and including the date of this lease and ending on, and including 1st February 2029.

Deed of Variation: the deed of variation made on the 13 February 2001 between Dixon Delancey (Stockport) Limited (1) Carnell Motorcycles Limited (2) and Dixon Motors plc (3).

Incorporated Terms: all of the terms, requirements, covenants and conditions contained in the Superior Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3:

(a) including

(a) the definitions and rules of interpretation in the Superior Lease;

This official copy is incomplete without the preceding notes page.

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(b) the obligations to be observed by the Landlord (as tenant under the Superior Lease) except those specifically excluded in part (b) below;

(c) the agreements and declarations contained in the Superior Lease;

(d) the rights granted and reserved by the Superior Lease (including the right of re-entry and forfeiture); and

(e) the third party rights, restrictions and covenants affecting the Property

(b) but excluding

(a) the term granted by the Superior Lease;

(b) the obligations on the Landlord (as tenant under the Superior Lease) to pay to Superior Landlord the Superior Rent and Insurance Rent reserved by the Superior Lease;

(c) the covenants of Superior Landlord; and

(d) any other terms of the Superior Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease; and

(e) the provisions for rent review contained in clause 2.1 and the Second Schedule of the Superior Lease and the Deed of Variation.

Insurance Rent: an amount equivalent to the sums payable by the Landlord under clause 2.2 of the Superior Lease.

Insured Risks: the risks insured against by Superior Landlord under clause 4.2 of the Superior Lease.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: as a health and fitness facility within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Property: known as Victoria Works, Hempshaw Lane, Stockport, Greater Manchester, SK1 4LG, England as described in the Superior Lease.

Rent Commencement Date: the date 62 (sixty two) weeks after the date of ~~this lease~~ occupation which is the [8th] day of October]20[13]

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Review Dates: 3rd February 2014 and every fifth anniversary of that date.

Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease: the lease by virtue of which the Landlord holds the Property, which is dated 3 February 1999 and made between Dixon Delancey (Stockport) Limited (1) Carnell Motorcycles Limited (2) and Dixon Motors plc (3) and any documents made

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supplemental to it including without prejudice to the generality of the foregoing the Deed of Variation.

Superior Rent: the annual rent payable by the Landlord under clause 2.1 of the Superior Lease.

Tenant's Covenants: the obligations in this lease which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 For the purposes of this lease only, references to the landlord and tenant in the Superior Lease shall be read as references to the Landlord and the Tenant in this lease and matters in the Superior Lease requiring the consent or approval of the Superior Landlord, shall also require the consent of the Landlord on the same terms.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 The matters excepted and reserved by the Superior Lease for the benefit of the Superior Landlord are excepted and reserved for the benefit of the Landlord and the Superior Landlord by this lease.

2.3 The Landlord reserves the right to enter onto the Property, with or without workmen and equipment, for any purpose necessary to enable the Landlord to comply with its covenants under the Superior Lease whether or not:

(a) the obligation to comply with the relevant covenants has been imposed upon the Tenant by the terms of this lease; and

(b) the Tenant is in breach of the relevant covenants.

Provided that the Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this lease but without prejudice to the rights of entry in the Superior Lease:

(c) to give reasonable notice (being at least 48 hours except in case of emergency) of the requirement to enter the Property;

(d) to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

(e) to make good all damage caused to the Property or the Tenant's trade fittings and stock as a result of such entry; and

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(f) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

2.4 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.5 The Tenant covenants to comply with the Tenant's Covenants.

2.6 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent;

(b) the Insurance Rent; and

(c) all interest payable under this lease.

3. THE SUPERIOR LEASE

For the purposes of this lease only, the terms of the Superior Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

4. THE ANNUAL RENT

4.1 The Tenant shall pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Date. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

4.2 The first instalment of the Annual Rent shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

5. REVIEW OF THE ANNUAL RENT

5.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf.

5.2 **Definitions**

In this clause the following definitions apply:

"Cap"

On the first Review Date $(1.04)^2$ and then means $(1.04)^5$;

"Collar"

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On the first Review Date $(1.02)^2$ and then means $(1.02)^5$;

"Current Index Figure"

means, in respect of each Review Date, the figure given in the Index for the month immediately preceding that Review Date;

"Existing Rent"

means, in respect of the first Review Date, one hundred and thirty thousand pounds (£130,000), and in respect of all other Review Dates means the amount reserved as Annual Rent immediately before the relevant Review Date ignoring for the avoidance of doubt any abatement or suspension of rent;

"Index"

means the Retail Prices Index (All Items) published by the Office for National Statistics or any successor government ministry, department or agency; and

"Previous Index Figure"

means, in respect of:

(a) the first Review Date, the figure given in the Index for the month immediately preceding the commencement of the Lease; and

(b) in respect of all other Review Dates, means the figure given in the Index for the month immediately preceding the previous Review Date.

5.3 **Calculation of the reviewed Rent reserved**

5.3.1 On and from each Review Date, the Annual Rent reserved will be increased to be:

(a) an amount equal to the Existing Rent multiplied by the Collar, if the result of the formula in clause 5.3.2 is less than an amount equal to the Existing Rent multiplied by the Collar; or

(b) an amount equal to the Existing Rent multiplied by the Cap, if the result of the formula in clause 5.3.2 is greater than an amount equal to the Existing Rent multiplied by the Cap; or

(c) in all other cases, the amount calculated by applying the formula in clause 5.3.2.

5.3.2 The formula referred to in clause 5.3.1 is:

$$\frac{C}{P} \times E$$

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Where:

C = the Current Index Figure;

P = the Previous Index Figure;

E = the Existing Rent.

5.4 **Notification of reviewed Annual Rent**

5.4.1 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

5.4.2 The amount of the reviewed Annual Rent reserved specified in the Landlord's notice will be final and binding except in the case of manifest error, fraud or mistake on the face of the notice.

5.4.3 The Tenant will have no right to dispute any manifest error, fraud or mistake on the face of the notice after the expiry of a period of five working days commencing on the date that the Landlord's notice is delivered to the Tenant.

5.5 **Changes to the Index**

5.5.1 If the Index is re-based at any time or times during the Term, the Current Index Figure and the Previous Index Figure will be the figures that would have been given in the Index for the relevant month had there been no re-basing of the Index.

5.5.2 If the Index ceases to be published, the Landlord and the Tenant shall endeavour (each acting reasonably), for the purposes of rent reviews after the date the Index ceases to be published within a reasonable time, to select a replacement index which is comparable to the Index, being a prices index published by the Office for National Statistics or any successor government ministry, department or agency, to be the Index for the purposes of this clause. If the Landlord and the Tenant cannot agree on an alternative index within one month of the Index ceasing to be published, the alternative index shall be determined by a Surveyor in accordance with clauses 5.6.2 to 5.6.6 inclusive.

5.6 **Reference to Surveyor**

5.6.1 If:

(a) the Index is re-based or ceases to be published and the circumstances are such that it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index, or

(b) it is otherwise impossible or impractical to calculate the reviewed Rent reserved by reference to the Index,

then, the reviewed Annual Rent reserved will (in respect of each relevant Review Date) be determined by a surveyor (the **"Surveyor"**), and the Surveyor shall determine such reasonable rent for the Property on the relevant Review Date as the Surveyor considers appropriate acting

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reasonably having regard to the purposes and intent of the provisions in this clause.

5.6.2 The Surveyor will be an independent chartered surveyor appointed jointly by the Landlord and the Tenant, or if they do not agree the identity of the Surveyor, then by the President on the application of either the Landlord or the Tenant.

5.6.3 The proper costs of appointment and fees of the Surveyor shall be paid in such proportions as the Surveyor directs acting reasonably, or if no such direction is made, then equally by the Landlord and the Tenant.

5.6.4 The Surveyor will act as an expert.

5.6.5 If the Surveyor dies, or gives up the appointment, or fails to act in accordance with this clause, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.

5.6.6 Any decision of the Surveyor under this clause (including a decision as to whether it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index) will be final and binding save in the case of manifest error.

5.7 **General**

5.7.1 If the Landlord has not notified the Tenant of the amount of the reviewed Annual Rent reserved before the relevant Review Date, the Annual Rent reserved shall continue to be payable at the rate payable immediately before the relevant Review Date. Within ten working days after the Landlord has notified the Tenant of the amount of the reviewed Annual Rent reserved, the Tenant shall pay the Landlord the shortfall (if any) between the Annual Rent paid and the reviewed Annual Rent reserved for the period on and from the relevant Review Date until the quarter day after the Landlord's notice together with interest on that shortfall at the Interest Rate from the relevant Review Date until the date the Tenant makes the payment of the shortfall.

5.7.2 If there is any legislation in force at the relevant Review Date which restricts the Landlord's right to review the Annual Rent reserved in accordance with this clause, or to receive any increase in the Annual Rent reserved following a review, then the date on which the legislation is repealed or amended to allow a review of or receipt of an increase in the Annual Rent reserved, will be a further Review Date and the Landlord will be entitled to require a review of the Annual Rent reserved in accordance with this clause, provided that the "previous Review Date" for the purposes of determining the Previous Index Figure, will be the Review Date immediately before such legislation came into force (or the date of this Lease, if there is none).

5.7.3 Time will not be of the essence in relation to this clause.

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5.4

6. INSURANCE

6.1 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure:

(a) three years loss of Annual Rent to the extent that the Annual Rent exceeds the rent payable under the Superior Rent; and

(b) against its public liability in respect of the Property.

6.2 The Tenant shall pay to the Landlord within seven days of receipt of demand:

(a) the Insurance Rent; and

(b) the sums properly expended by the Landlord in complying with clause 6.

6.3 The Landlord shall be entitled to retain for itself any agency fee or other commission paid or allowed by the insurers.

7 ADDITIONAL SUMS

The Tenant shall pay to the Landlord within seven days of receipt of demand:

7.1 the Additional Sums; and

7.2 any other sums due under this lease.

8 VAT

8.1 All sums payable by the Tenant, whether reserved as rent under this lease or otherwise, are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

8.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person in respect of any money or against any liability includes an obligation to pay, refund or indemnify that person against any VAT, or an amount equal to any VAT, that may be chargeable in respect of that sum.

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9 NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other sums due under this lease shall be paid by the Tenant without deduction, counterclaim or set-off.

10 REGISTRATION OF THIS LEASE

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall use reasonable endeavours to ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the title of the Tenant within one month of the registration being completed.

11 CONSENTS

Where the consent or approval of the Landlord is required to any act or thing under this lease the following shall apply:

(a) if it is a requirement of the Superior Lease that the consent or approval of the Superior Landlord is required to the act or thing it shall be a condition precedent that the consent of the Superior Landlord is also obtained to the act or thing;

(b) the Landlord shall, at the cost of the Tenant, use reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is a requirement of the Superior Lease and where the Landlord is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and

(c) in this lease references to the consent or approval of the Superior Landlord shall include references to the consent or approval of any other party from whom the Superior Landlord is obliged to obtain consent or approval.

12 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

12.1 In this clause a **Transaction** is:

(a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

(b) the creation of any further underlease or other interest out of this lease, or out of any interest, further underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

12.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall without delay following completion of the Transaction apply to register it (or

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procure that the relevant person so applies). The Tenant shall use reasonable endeavours to ensure (or shall procure) that any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of the title of the Tenant (and where applicable official copies of the undertenant's title).

12.3 No later than one month after a Transaction the Tenant shall:

(a) give solicitors of the Landlord notice of the Transaction;

(b) deliver one certified copy of any document effecting the Transaction to solicitors of the Landlord; and

(c) pay solicitors of the Landlord a registration fee of £50 (plus VAT).

12.4 If the Landlord so reasonably requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

13 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

14 USE

The Tenant shall not use the Property for any purpose other than the Permitted Use.

15 INDEMNITY

The Tenant shall keep the Landlord indemnified against all proper expenses, costs, claims, damage and loss arising from any breach of the Tenant's Covenants, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them other than any person on or at the Property for or on behalf of the Landlord or Superior Landlord.

16 LANDLORD'S COVENANTS

16.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by this lease, the Tenant shall have quiet enjoyment of the Property

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without any lawful interruption by the Landlord or any person claiming under the Landlord.

16.2 The Landlord shall pay the rents reserved by the Superior Lease.

16.3 At the request and cost of the Tenant on a full indemnity basis the Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists and, if reasonable, the Landlord may require from the Tenant reasonable security to be paid in advance for anticipated costs.

17 LIABILITY

17.1 At any time when the Landlord and the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons comprising the Tenant or grant any time or concession to any one of them without affecting the liability of any other of them.

17.2 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

18 ENTIRE AGREEMENT

18.1 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction.

18.2 The Tenant acknowledges that in entering into this lease it neither relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord other than any written replies to enquiries by the Landlord's Solicitors to enquiries raised by or on behalf of the Tenant.

18.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

18.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

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19 GOVERNING LAW AND JURISDICTION

19.1 This lease and all disputes and claims arising out of it or its subject matter or formation (including non-contractual disputes or claims) are to be governed by and construed in accordance with the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

19.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims) being served on it in accordance with the provisions of this lease relating to service of notices. Nothing contained in this lease shall affect the right to serve process in any other manner permitted by law.

20 TENANT'S BREAK CLAUSE

20.1 In this clause: 30th November 2022

(a) **Break Date** means ~~*[end of tenth year]*~~; and

(b) **Break Notice** means a notice served pursuant to clause 20.2

20.2 Subject to clause 20.3, the Tenant may terminate this lease on the Break Date by serving notice on the Landlord.

20.3 A Break Notice shall be of no effect if:

(a) the Break Notice does not comply with the requirements of this clause; or

(b) the Break Notice is served otherwise than in accordance with this clause; or

(c) at the Break Date any part of the Annual Rent, or any VAT in respect of the Annual Rent, due to have been paid on or before that date, has not been paid; or

(d) at the Break Date the Tenant or any other person remains in possession or occupation of the Property.

20.4 The Break Notice shall be in writing and for the purposes of this clause writing does not include e-mail.

20.5 The Break Notice shall state the Break Date.

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20.6 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.

20.7 The Break Notice shall be signed by the Tenant or by a person who is expressed to sign on behalf of and with the authority of the Tenant.

20.8 The Break Notice shall be served by delivering it by hand or sending it by facsimile transmission or pre-paid first class post or recorded delivery to the Landlord.

20.9 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first class post or recorded delivery, or by being in receipt of a facsimile transmission slip as the case may be.

20.10 A Break Notice delivered or sent by the Tenant in accordance with clause 20.8 shall be deemed to have been served on the Landlord:

(a) if delivered by hand or facsimile transmission, on the day of delivery, except that if delivery occurs after 5pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day;

(b) if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

20.11 The Break Notice shall be delivered or sent by the Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 20.10 not less than twelve months before the Break Date (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of twelve months).

20.12 Neither section 196 of the Law of Property Act 1925, nor section 725 of the Companies Act 1985 shall apply to a Break Notice.

20.13 Time shall be of the essence in respect of all time periods and limits in this clause.

20.14 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease, including any covenants expressed to be complied with before the end of the term.

20.15 Nothing in this clause makes time of the essence in relation to any time limit in clause 5.

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20.16 If the Tenant serves a Break Notice, it shall take all steps as may be necessary to terminate, before the Break Date, all underleases deriving from this lease.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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The Schedule Variation of the Superior Lease

1. DELETION OF CLAUSES

The following clause(s) of the Superior Lease shall be deleted:

(a) clause 3.19.2.1

(b) clause 5.15

(c) the Second Schedule

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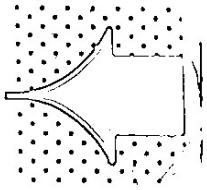
Executed as a deed by **RIOSSI LIMITED** acting by

[redacted]

Director

...

D[redacted]



Executed as a deed by **PURE GYM LIMITED** acting by

.....

Director

.....

Director/Secretary

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LANDLORDS WORKS NOTES

Project : 1PG01- 146 Hempshaw Lane, Stockport

Document Purpose : To outline the Landlords works and information required on the existing Building prior to the Pure Gym fitting out contract commencing

Date & Revision : 02/09/11 – GL/HM
Revision A 09-09-2100 – HM/GL. amended following telephone instruction from Angela Crawshaw
MHA revision on 18-07-12 – HM/GL

Distribution :

Peter Roberts	Pure Gym
Will Roberts	Pure Gym
Angela Crawshaw	Pure Gym
Brian Scurrah	Pure Gym

No.	Item	Action	By when
1.	These works are noted as being Landlords works as they are outside the normal Pure Gym Fitting out Contract works as detailed in the inserted Pure Gym Specification V6.  Pure Gym Specification -V06.pdf NO COST ALLOWED FOR		
2.	The landlord should carry out a structural investigation of the floor and repair as necessary. Landlord to confirm its suitability to carry the 5Kn/sqm Pure Gym floor and the required 7.5Kn/sq.m for the plant loads. Existing contaminated floor tiles to be removed by the landlord. The floor needs a self levelling screed as part of the landlords' works on completion of the structural investigation to provide a floor finish suitable to take a thin sheet vinyl floor finish, with no ramps or steps. The pure gym Specification for the floor finish is given in Section 4 item of the inserted Version Pure Gym Specification. If the required RH moisture content of the floor slab cannot be achieved the Landlord is to install a painted dpm and latex screed over in order to allow the installation of the vinyl floor finish with in the Pure Gym fitting out contract period, normally 4 weeks following start on site of the fitting out contract.  E - SECTION 4-V06.pdf **The self-levelling screed is to be a proprietary compound for preparing uneven interior concrete or ceramic tiled floors prior to the fitting of vinyl sheet or carpet tiles, similar to 'Sika® Levelling Compound'. The thickness of the material will be featheredge to 4mm maximum thickness.** NO COST HAS BEEN ALLOWED FOR LATEX TO THE NEW MEZ IN-FILL		£9,176.47
3.	Landlord to remove all existing internal walls, fixtures, fittings and equipment		£26,710.00

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	and leave demise as shell and core ready for Pure Gym fitting out contractors. DEMOLITION PLAN TO BE ISSUED		
4.	The landlord is to provide an Ingersoll Rand bi parting doors as used at Pure Gym Edinburgh to the proposed Pure Gym Entrance. The doors are to be fully DDA Compliant and power operated with a battery back up to provide power in the event of a power failure or fire alarm, this is to allow for the doors to fail safe in the closed position.		£6,500.00
5.	Item omitted on Revision A 09-09-11.		
6.	Existing curtain walling/ windows has been damaged. Landlord to repair all framing and replace any broken glass. **The existing capping strips which have been removed are to be replaced to match the existing capping with new capping strips. All capping strips will be PPC to match the original colour and formed in the same material as the existing.** PRICE INCREASE DUE TO DAMAGE CAUSED BY BOARDING UP WORKS		£6,350.00
7.	The landlord is to be responsible for any works required to upgrade the building fabric to meet current L2 requirements. **The outcome of this item will not be known until the landlord has obtained the planning approval notice and conditions for the change of use to D2 Gym use.** NO COST ALLOWED FOR		
8.	Item omitted on Revision A 09-09-11		
9.	All external FF&E including cameras, signage and posters to be removed and any damaged or perforated cladding panels are to be replaced by the landlord. **The cladding panels to be removed are to be replaced with panels by the same manufacturer as the original panels, in the same profile and colour.** **Minor repairs to holes will be undertaken with grey silicone mastic.** ALLOWANCE OF 100M2 OF CLADDING PANEL RENEWAL - £6,000.00 minor repairs only		£2,500.00
10.	The Landlord should also obtain planning approval for change of use to D2 24/7/365. The original planning approval, along with confirmation of discharge of any planning conditions should be forwarded by the Landlord. **The outcome of this item will not be known until the landlord has obtained the planning approval notice and conditions for the change of use to D2 Gym use.** No cost allowed for.		
11.	Existing roller shutters to be removed and blocked in with insulated kingspan panels to match existing. This will require planning permission which is to be obtained by the landlord. **The roller shutters to be removed are to be replaced with panels by the same manufacturer as the original adjacent cladding panels, in the same profile and colour.** **Minor repairs to holes will be undertaken with grey silicone mastic.**		£4,875.00

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12.	Existing block paving to the car park requires re-levelling where ponding and white lining by the landlord. Paving – prov sum £2,000.00 White Lining of carpark £750.00 Bollards cost removed		£2,750.00
13.	Item omitted on Revision A 09-09-11		
14.	Existing fence between car park and service yard to be removed by the landlord, to extend the parking area. Finishes to be made good and white lined by the landlord. OMIT		
15.	Existing walled compound area externally to be removed including the existing battery bin by the landlord, this should include the disposal of any batteries. Any hard surfacing to be made good.		£1,090.00
16.	External lighting to be replaced by the landlord. **The existing external lighting fittings will be relamped with lamps to match those installed in the original fitting with the same colour rendition and lux levels.** Re-lamping Only		£1,890.00
17.	Item omitted on Revision A 09-09-11		
18.	Details and warranties for existing lift to be forwarded by the landlord. Existing lift to be commissioned as necessary and made DDA compliant to ADM. Provisional Sum was £1,500.00, increase in provisional cost due to advise from Lift Company to make lift DDA compliant		£4,500.00
19.	All incoming metered services are to be terminated by the landlord in the proposed location of the Pure Gym plant room. The Landlord is to provide services within the existing meter enclosure, comprising: 160KVA electric supply, 75mm Gas main and 75mm Water main, flow rates and location to be confirmed with Pure Gym. Provisional Sums: Gas £2,500.00 Elec £7,500.00 W £11,500.00 These costs are for services as listed above		£14,200.00
20.	Doors and frames to existing external meter/ plant room to be replaced by the landlord. New doors and frames to be steel. **The new doors and frames will be exterior quality timber as existing with a grey gloss painted finish, the doors will be fitted with dead locks, key operated, with finger pull. Externally the doors will be fitted with the required statutory hazard signage.** New door and frame – removal and disposal of existing £1,395.00		£1,395.00
21.	The existing drainage is to be camera surveyed by the Landlord and any recommendations carried out on completion of the drainage alterations by the Landlord to accommodate the Pure gym pop up's. The landlord is to provide the drainage pop ups. The location of these pop ups is to be agreed with Pure Gym. Pure Gym will produce a coordinated setting out for the pop ups for the Landlord to incorporate into their drawings.		

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	See inserted pdf drawings indicating the position of the landlords pop up positions, all pop ups will be connected to the existing drainage system. Final location of pop ups will be dependent on structural investigation prior to drilling. 1PG01-146-2-150.pdf 1PG01-146-2-151A.pdf CCTV Cost £750.00 Drainage install £5,990.00		£6,740.00
22.	The landlord to confirm the location of the Pure Gym refuse area: this should take a minimum of two large Eurocarts or equivalent with the facility to recycle plastics and paper. Collection details and arrangements to be confirmed by the Landlord to Pure Gym. No cost allowed for		
23.	Existing A/C condensers to be removed by the landlord. Confirmation of the location for the Pure Gym plant required. Included within cost item 3		
24.	Apparent signs off water damage within the first floor staff room. The landlord is repair the roof as necessary and forward details of any existing roof warranty and life expectancy. Landlord to ensure that the whole building envelope is weather tight. **It is confirmed that this may be either a problem with a flashing leak, or condensation and extensive repairs have not been allowed for.** Provisional Sum £4,000.00 for patch repair		£4,000.00

Confirmed Fix Cost to the Landlord for the above work £92,500 + VAT

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These are the notes referred to on the following official copy

Title Number MAN202835

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Date: [7 December] 2015

Jupiter Tradeco Ltd

as Landlord

Pure Gym Limited

as Tenant

Deed of Variation

relating to a Lease dated 30 November 2012 made between Riossi Limited and Pure Gym Limited

Fieldfisher Riverbank House 2 Swan Lane London EC4R 3TT

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THIS DEED OF VARIATION is made this [7th] day of [December] 2015

BETWEEN:

(1) **JUPITER TRADECO LTD** (Company Registration No. 115875 (Jersey)) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD (the **"Landlord"**); and

(2) **PURE GYM LIMITED** (Company Registration No. 06690189) whose registered office is at Town Centre House, Merrion Centre, Leeds LS2 8LY (the **"Tenant"**)

SUPPLEMENTAL TO the Lease by which the Premises were demised to the Tenant for the Term subject to payment of the rents thereby reserved and to the covenants and conditions contained in it.

WHEREAS:

(A) The Premises are vested in the Tenant for the unexpired residue of the Term.

(B) The Premises are vested in the Landlord in the Intermediate Lease being the leasehold in reversion immediately expectant on the determination of the Term.

(C) The Premises are also vested in the Landlord in the Head Lease being the leasehold interest in reversion immediately expectant on the determination of the term of the Intermediate Lease.

(D) The Landlord wishes to merge the Intermediate Lease into the Head Lease.

(E) The Landlord and the Tenant desire to alter the terms of the Lease as mentioned below.

NOW THIS DEED WITNESSES as follows:

1. Interpretation

1.1 Words and expressions defined in the Lease have the same meanings in this deed except to the extent that they are expressly varied by this deed and the following words and expressions shall have the meanings attributed to them below:

"Deed of Variation"

the deed of variation dated 13 February 2001 and made between Dixon Delancey (Stockport) Limited (1) Carnell Motorcycles Limited (2) and Dixon Motors plc (3) a copy of which is annexed to this deed as Annexure 2;

"Head Lease"

the lease dated 20 October 2006 and made between Hempshaw Lane Limited (1) and Nidox Limited (2) and any documents made supplemental to it;

"Intermediate Lease"

the lease dated 3 February 1999 and made between Dixon Delancey (Stockport) Limited (1), Cornell Motorcycles Limited (2) and Dixon Motors plc (3) (a copy of which is annexed to this deed as Annexure 1) and any documents made supplemental to it including (without limitation) the Deed of Variation;

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"Lease"

the occupational sub-underlease dated 30 November 2012 and made between Riossi Limited (1) and the Tenant (2) and such expression includes any documents made supplemental to it;

"Merger"

the merger of the Intermediate Lease into the Head Lease;

"Premises"

the land and buildings briefly known as Victoria Works, situated at Hempshaw Lane, Stockport, Greater Manchester SK1 4LG;

"Term"

the term of years granted by the Lease.

1.2 The provisions of the Lease relating to its interpretation apply to this deed except to the extent that they are expressly varied by this deed.

2. Deletion of Clauses

2.1 With effect from the date of this deed, the Lease shall be read and interpreted as if Clause 20 of the Lease were deleted from the Lease and Clauses 21 and 22 of the Lease shall be renumbered accordingly.

2.2 With effect from the Merger, the Lease shall be read and interpreted as if the following provisions were deleted from the Lease and replaced with the equivalent provisions set out in Part 2 of Schedule 1:

(a) Background recital (A);

(b) The following defined terms at clause 1.1:

(i) Additional Sums;

(ii) Insurance Rent;

(iii) Insured Risks;

(iv) Superior Landlord's Covenants;

(v) Superior Lease; and

(vi) Superior Rent;

(c) Clauses 2.2 – 2.3;

(d) Clause 11; and

(e) Clauses 16.2 and 16.3

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3. Variation or Substitution of Clauses

With effect from the Merger, the Lease is to be read and interpreted as if the additional provisions set out in Part 1 of Schedule 1 were set out in full in the Lease.

4. Rent-free Period

In consideration of these Presents and the Tenant agreeing to the deletion of Clause 20 of the Lease (pursuant to clause 2.1 of this deed), the Annual Rent payable under the Lease shall be reduced to a peppercorn for the period commencing on the date of this deed and ending on the date that is three months less one day after the date of this deed (both dates inclusive).

5. Merger of Landlord's Leasehold Interests

The parties acknowledge and agree that:

5.1 on or about the date of this deed, the Intermediate Lease shall be merged into the Head Lease; and

5.2 with effect from and including the Merger, the Intermediate Lease shall be extinguished but the Lease shall continue to be read and construed in accordance with the provisions of the Intermediate Lease as if the Intermediate Lease continued to subsist; and

5.3 for the purpose of interpreting and construing the Lease (but not otherwise), references to the Superior Lease in the Lease shall be references to the Intermediate Lease (as varied by the Deed of Variation) in the forms annexed to this deed.

6. Continuation of the Principal Deed

The variations referred to in the preceding clauses shall take effect on the date of this deed and otherwise the terms of the Lease continue in full force and effect save as amended by this deed.

7. Registration

7.1 The Landlord agrees to make an application to the Land Registry to note this deed on the register of Title Number MAN70336 (or, if the merger of titles referred to in clause 5.1 has not yet occurred, Title Number GM808278) and, on completion of the registration, to provide a copy of the register entries of that Title Number to the Tenant showing that the registration has been made.

7.2 The Tenant agrees to make an application to the Land Registry to note this deed on the register of Title Number MAN202835 and, on completion of the registration, to provide a copy of the register entries of that Title Number to the Landlord showing that the registration has been made.

8. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed, notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party which exists or is available apart from that Act.

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9. Execution

The parties to this deed have executed it as a deed and it is delivered on the day and year first before written.

EXECUTED as a **DEED** on behalf of **JUPITER TRADECO LTD** a company incorporated in Jersey, by ..... and ....., being persons who, in accordance with the laws of that territory, are acting under the authority of the company:

[redacted]

A [redacted]
Director

Signature of authorised signatory

A [redacted]
Alternate Director

[redacted]

Signature of authorised signatory

EXECUTED as a **DEED** on behalf of **PURE GYM LIMITED** by ..... in the presence of:

.....

Signature

Signature of witness .....

Print name .....

Address .....

.....

.....

Occupation .....

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Schedule 1

Part 1

Additional Clauses

1. The following definitions are inserted at Clause 1.1 of the Lease (in the appropriate alphabetical order):

"**Head Landlord:** the landlord for the time being of the Head Lease."

"**Head Lease Landlord's Covenants:** the obligations in the Head Lease to be observed by the Freehold Landlord."

"**Head Lease:** the lease by virtue of which the Landlord holds the Property, which is dated 20 October 2006 and made between Hempshaw Lane Limited (1) and Nidox Limited (2) and any documents made supplemental to it."

"**Head Lease Rent:** the annual rent payable by the Landlord pursuant to the Head Lease."

Part 2

Variation of Clauses

1. The following background recital replaces background recital (A) of the Lease:

"(A) The Landlord is entitled to possession of the Property under the terms of the Head Lease."

2. The definitions at Clause 1.1 of the Lease which are referred to in Clause 2.2(b) of this deed are replaced with the following:

"**Additional Sums:** any sums payable by the Landlord under the Head Lease, whether or not reserved as rent, but excluding the Head Lease Rent, Insurance rent and Interest payable on payments of any of those."

"**Insurance Rent:** a yearly rent equal to the proper sum or sums (including the reasonable cost of periodic variations for insurance purposes provided that such valuations are no more frequent than one every two years) properly paid and/or incurred by the Landlord in insuring the Property against the Insured Risks."

"**Insured Risks:** loss or damage by fire lightning explosion impact aircraft earthquake riot civil commotion storm tempest or floor bursting or overflowing of water tanks boilers apparatus or pipes subsistence landslip and heave and such other risks or perils as the Landlord shall from time to time during the term of this lease reasonably determine such insured risks to be subject to such exclusions and limitations as are contained in any policy taken out by the Landlord (and are customary in the United Kingdom insurance market for property such as the Property and having regard to any relevant claims history for the Property and in respect of which cover is available at proper rates in the United Kingdom insurance market)."

"**Superior Landlord**: has the meaning attributed to it in the Superior Lease (and includes where the context allows, the Head Landlord and any person in reversion to it);"

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"Superior Lease: the lease dated 3 February 1999 and made between Dixon Delancey (Stockport) Limited (1) Carnell Motorcycles Limited (2) and Dixon Motors plc (3) and any documents made supplemental to it including without prejudice to the generality of the foregoing the Deed of Variation."

3. Clause 2.2 of the Lease is replaced with the following:

2.2 The matters expressed as being excepted and reserved by the Superior Lease for the benefit of the Superior Landlord are excepted and reserved for the benefit of the Landlord and the Head Landlord by this Lease.

4. Clause 2.3 of the Lease is replaced with the following:

2.3 The Landlord reserves the right to enter onto the Property, with or without workmen and equipment, for any purpose necessary to enable the Landlord to comply with its covenants under the Head Lease whether or not:

(a) the obligation to comply with the relevant covenants have been imposed upon the Tenant by the terms of this lease; and

(b) the Tenant is in breach of the relevant covenants.

Provided that the Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this lease but without prejudice to the rights of entry in the Head Lease:

(c) to give reasonable notice (being at least 48 hours except in case of emergency) of the requirement to enter the Property;

(d) to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

(e) to make good all damaged caused to the Property or the Tenant's trade fittings and stock as a result of such entry; and

(f) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

5. Clause 11 of the Lease is replaced with the following:

"11. Where the consent or approval of the Landlord is required to any act or thing under this lease the following shall apply:

(a) if it is a requirement of the Head Lease that the consent or approval of the Head Landlord is required to the act or thing it shall be a condition precedent that the consent of the Head Landlord is also obtained to the act or thing;

(b) the Landlord shall, at the cost of the Tenant, use reasonable endeavours to obtain the consent or approval of the Head Landlord where this is a requirement of the Head Lease and where the Landlord is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and

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(c) in this lease references to the consent or approval of the Head Landlord shall include references to the consent or approval of any other party from whom the Head Landlord is obliged to obtain consent or approval."

6. Clauses 16.2 and 16.3 of the Lease are replaced with the following:

"16.2 The Landlord shall pay the rents (if any) reserved by the Head Lease.

16.3 At the request and cost of the Tenant on a full indemnity basis the Landlord shall use reasonable endeavours to procure that the Head Landlord complies with the Head Lease Landlord's Covenants and, if reasonable, the Landlord may require from the Tenant reasonable security to be paid in advance for anticipated costs."

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Annexure 1

Intermediate Lease

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DATED Third February 1999

Counterpart LEASE

relating to
Premises at Hempshaw Lane
Stockport

DIXON DELANCEY (STOCKPORT) LIMITED

~~STADIUMTECH LIMITED~~ (1)

CARNELL MOTORCYCLES LIMITED (2)

DIXON MOTORS PLC (3)

Ref: 472/634/D12139.5/PP2:266616.4/dhg

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LEASE

DATED 3rd February 1999

BETWEEN

(1) ~~STADIUMFEOH~~ DIXON DECLARCEY (STOCKPORT) LIMITED (Company Registration Number 3672819) whose registered office is situate at Imperial Garage Clarence Street Kingston Upon Hull HU9 1DW("the Landlord")

(2) CARNELL MOTORCYCLES LIMITED (Company Registration Number 2175222) whose registered office is situate at Imperial Garage Clarence Street Kingston Upon Hull HU9 1DW ("the Tenant")

(3) DIXON MOTORS PLC (Company Registration Number 2097071) whose registered office is situate at Imperial Garage Clarence Street Kingston Upon Hull HU9 1DW ("the Surety")

WITNESSETH:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 In this Lease (unless the context otherwise requires or admits) the following words and phrases shall have the following meanings:

Word or Phrase	Meaning
Act	any Act of Parliament now or hereafter to be passed
Insured Risks	loss or damage by fire lightning explosion impact aircraft earthquake riot civil commotion storm tempest or flood bursting or overflowing of water tanks boilers apparatus or pipes subsidence landslip and heave and such other risks or perils as the Landlord shall from time to time during the Term reasonably determine such insured risks to be subject to such exclusions and limitations as are contained in any policy taken out by the Landlord (and are customary

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	in the United Kingdom insurance market for property such as the Premises and having regard to any relevant claims history for the Premises and in respect of which cover is available at proper rates in the United Kingdom insurance market)
Landlord	includes the estate owner for the time being of the reversion immediately expectant on the termination of the Term
Landlord's Surveyor	the appropriately qualified surveyor for the time being of the Landlord who shall act in a proper manner
notice	means notice in writing
Permitted Use	the sale display hire servicing repair valeting and cleaning of motor cycles the sale of motor cycle parts accessories and related products or the sale or servicing of other types of motor vehicles or the sale of motor vehicle parts accessories and related products
Plan	the plan annexed to this Lease
Planning Acts	the Act or Acts for the time being in force relating to town and country planning
planning permission	any permission consent or approval given or deemed to be given under the Planning Acts
Premises	the property described in Part I of the First Schedule together with all additions and improvements thereto and the plant machinery and equipment fixtures and fittings set out on the annexed list marked 'Landlord's Fixtures' therein

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	or thereon other than tenant's or trade fixtures and fittings plant machinery and equipment
Tenant	includes the successors in title of the Tenant and those deriving title under it
Term	means the term hereby granted and includes where appropriate any extension thereof by agreement or pursuant to any Act
underlease	includes an agreement for underlease
underlet	includes an agreement to underlet
VAT	Value Added Tax as defined in VATA and any future tax of a like nature
VATA	Value Added Tax Act 1994 as amended from time to time or any re-enactment thereof
VAT Group	2 or more bodies corporate registered as a group for the purposes of Section 43 VATA

1.2 In this Lease where the context requires:

1.2.1 words importing the singular include the plural and vice versa

1.2.2 words importing the masculine include the feminine and neuter

1.2.3 where a party consists of more than one person covenants and obligations of that party shall take effect as joint and several covenants and obligations

1.3 References to any Act include references to any statutory modification or re-enactment thereof for the time being in force and any order instrument regulation or by-law made or issued thereunder

1.4 The clause headings shall not in any way affect the construction of this Lease

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1.5 It shall be a breach of any of the covenants and conditions on the part of the Tenant herein contained to knowingly permit or suffer any act in breach of such covenants and conditions

1.6 The powers rights matters and discretions reserved to or exercisable by the Landlord hereunder shall also be reserved to or exercisable by their (or any superior landlord's) servants agents appointees or workmen and if the Tenant shall do or propose to do any matter or thing for which the Landlord requires the consent of any such superior landlord the Tenant shall bear the reasonable cost of obtaining such consent together with all reasonable surveyor's professional or other fees and disbursements in connection therewith and shall indemnify the Landlord against the same

2 DEMISE AND RENTS

In consideration of the rent and the covenants hereinafter reserved and contained the Landlord at the request of the Surety HEREBY DEMISES unto the Tenant ALL THAT the Premises TOGETHER WITH the rights set out in Part II of the First Schedule EXCEPT AND RESERVED unto the Landlord as stated in Part III of the First Schedule TO HOLD the Premises unto the Tenant for the term of 30 years commencing on and including 3rd February 1999 and expiring on and including 2nd February 2029 SUBJECT TO all rights easements quasi easements covenants restrictions and stipulations affecting the Premises including the matters contained or referred to in the deeds and documents referred to in the Third Schedule YIELDING AND PAYING therefor:

2.1 until 2nd February 2004 the yearly rent of ninety thousand five hundred and sixty eight pounds (£90,568) (exclusive of VAT) and then until 2nd February 2009 the yearly rent of one hundred and four thousand nine hundred and ninety three pounds (£104,993) and for the remainder of the Term the yearly rent as shall from time to time be payable in accordance with the provisions of the Second Schedule by four equal payments in advance on the usual quarter days in every year the first such payment or a proportionate part thereof in respect of the period commencing on and including the date hereof and ending on the 24th March 1999 to be made on the execution hereof

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2.2 a yearly rent equal to the proper sum or sums (including the reasonable cost of periodic valuations for insurance purposes provided that such valuations are no more frequent than one every two years) properly paid and/or incurred by the Landlord in performance of the Landlord's covenant for insurance in clause 4.2 such yearly rent to be paid within 14 days of written demand

2.3 any VAT payable pursuant to clause 3.41 AND

2.4 by way of additional rent within 14 days of written demand the interest payable pursuant to clause 3.42

3 TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

3.1 To pay rent

To pay the said rents hereinbefore reserved on the days and in the manner aforesaid and if so required by bankers standing order and without any deduction by way of set off (whether legal or equitable or of any other description) save as may be authorised by law

3.2 To pay rates, taxes, etc

3.2.1 To pay and discharge all general rates water rates and all existing and future rates taxes charges assessments impositions and outgoings whatsoever of an annual or recurring nature which are now or may at any time hereafter be payable charged or assessed on or in respect of the Premises or the owner or occupier thereof during the Term Provided that the Tenant shall not be responsible for tax (other than VAT) payable by the Landlord in respect of rent and other payments arising under this Lease or tax payable as a result of any dealing with or otherwise relating to any reversion immediately or mediately expectant upon the Term

3.2.2 Not to agree any valuation of the Premises for rating purposes or agree any alteration in the rating list in respect thereof without the prior written consent of the Landlord (not to be unreasonably withheld)

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3.2.3 Not to make any proposal to alter the rating list so far as the list relates to the Premises or lodge an appeal in respect thereof without the prior written consent of the Landlord (not to be unreasonably withheld)

3.2.4 Without prejudice to clause 3.2.2 forthwith upon receipt to provide the Landlord with a copy of any notice of an alteration or proposed alteration in the rating list which will or may affect the Premises

3.3 To pay gas and electricity

3.3.1 To pay for all gas water and electricity consumed on the Premises and to pay all charges and costs (including meter rents) of or relating to the use of any equipment upon or used in connection with the Premises

3.3.2 To comply with the requirements and regulations of the supply authority with regard to the electrical wiring gas installations and equipment in the Premises and to carry out any electrical or gas work or make any alterations to or extension of the electrical or gas installation in the Premises only in accordance with such requirements and regulations

3.4 To keep glass clean and plate glass insured

During the continuance of the Term to keep the glass in the windows of the Premises clean and the plate glass (if any) insured against damage in a responsible office approved by the Landlord with the Landlord's interest noted on the policy (if the policy allows for such noting) and whenever reasonably required to produce to the Landlord the policy and the receipt for the last premium in respect of such insurance (but not more than twice in any calendar year) and in case of the destruction of or damage to the plate glass windows (if any) to lay out the moneys received in respect of such insurance in reinstating the same with glass of the same nature quality and thickness as at present and in case such moneys shall be insufficient for such purpose to make good the deficiency PROVIDED THAT if such reinstating shall be prevented or frustrated (whether as to the whole or as to part) all such insurance monies relating to the reinstating so prevented or frustrated shall belong to and shall be paid by the Tenant to the Landlord together with the amount of such deficiency

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3.5 To repair

3.5.1 At all times throughout the Term to put and keep the Premises and all Landlord's fixtures fittings and appurtenances of whatsoever nature thereunto belonging and all access parking or other areas or facilities used exclusively in connection with the Premises in good and substantial repair and condition (damage by the Insured Risks save to the extent that the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant any undertenant or their agents respective servants licensees or visitors excepted)

3.5.2 In the event that the Premises shall be destroyed or damaged by any of the Insured Risks and the Term shall not have been determined under clause 5.3 the Tenant shall if so required (at the Landlord's sole cost) join with the Landlord in making application for any planning or other permission necessary for rebuilding or reinstating the Premises including (without limitation) entering into any agreement necessary to obtain the same and in pursuing any claim against the insurers of the Premises

3.6 Maintenance of apparatus

To enter into agreements with the manufacturers or with approved maintenance contractors for the regular maintenance inspection care and servicing of all apparatus plant and machinery serving any lifts or lift shafts or heating or air-conditioning system in the Premises

3.7.1 To decorate interior

In every fifth year of the Term and in the last year thereof however determined (unless such decoration has been carried out in the prior 18 months) to decorate the inside of the Premises with two coats of good quality paint and paper those parts normally or previously papered with material of good quality in a workmanlike manner such decorations in the last year of the Term (however determined) to be in such colours patterns and materials as the Landlord shall approve (such approval not to be unreasonably withheld or delayed)

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3.7.2 To decorate exterior

In every third year of the Term and also in the last year thereof however determined (unless such decoration has been carried out in the prior 18 months) to decorate any shop front fascia board showcases doors and exterior parts of the Premises normally so decorated with two coats of good quality paint or polish or other suitable material of good quality and treat any exposed steelwork in a proper and workmanlike manner such decorations in the last year of the Term (however determined) to be in such colours and materials as the Landlord shall approve (such approval not to be unreasonably withheld or delayed)

3.8 Landscaped areas

To keep all landscaped areas within the Premises properly tended and in good order and to replace and/or replant any trees or other plants which require replacing and/or replanting whenever necessary throughout the Term

3.9 To permit entry

Subject to as little inconvenience and interference being caused to the Tenant as reasonably possible to permit the Landlord and any authorised person at all reasonable times and (save in the case of emergency) upon previous notice to enter (or in emergency to break and enter) and remain upon the Premises for any of the following purposes:

3.9.1 to view and examine the state and condition of the Premises;

3.9.2 to take schedules and inventories of the Landlord's fixtures and fittings;

3.9.3 to exercise any of the rights excepted and reserved by this Lease;

3.9.4 to comply with obligations owed by the Landlord to third parties or with the covenants on the part of the Landlord herein contained; and

3.9.5 for any other reasonable purpose reasonably connected with the interest of the Landlord in the Premises including but not limited to valuing or disposing of any interest of the Landlord

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3.10 Compliance with notices to remedy

3.10.1 Forthwith to commence and thereafter diligently to proceed with any works to the Premises which are necessary to comply with any notice given by the Landlord requiring the Tenant to remedy any breach of the Tenant's covenants relating to the state and condition of the Premises found upon any such inspection

3.10.2 If the Tenant shall not within a period of ninety (90) days or sooner if requisite have commenced to comply and be proceeding diligently with the requirements of any such notice to permit the Landlord and any authorised person to enter the Premises to remedy any such breach

3.10.3 To pay to the Landlord on written demand all the proper costs and expenses properly incurred by the Landlord under the provision of clause 3.10.2 which sums shall be recoverable by action or at the option of the Landlord as rent in arrears

3.11 To yield up in repair

At the expiration or sooner determination of the Term quietly to yield up the Premises decorated repaired cleaned and kept in accordance with the Tenant's covenants herein contained together with all additions and improvements thereto and all fixtures and fittings which may be fixed or fastened to or upon the Premises EXCEPT (a) tenant's fixtures and fittings which the Tenant is entitled to and does remove prior to the expiration or sooner determination of the Term and (b) damage by the Insured Risks (save to the extent that the insurance monies shall be withheld in whole or in part or the insurance relating thereto shall have been vitiated by any act or default of the Tenant any undertenant or their agents respective servants licensees or visitors) PROVIDED that the Tenant shall if so required by the Landlord (acting reasonably) at the Tenant's own expense prior to or upon the expiration or sooner determination of the Term remove all or any furnishings fixtures fittings or other items of whatsoever nature that the Tenant may have installed and shall make good all damage caused to the Premises by any removal as aforesaid and restore the same to their original condition to the reasonable satisfaction of the Landlord's Surveyor (not to be unreasonably withheld)

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3.12 Expenses in respect of party walls and structures

To pay a fair and reasonable proportion (to be conclusively determined by the Landlord's Surveyor save in the case of manifest error) of the reasonable expenses properly incurred in respect of any repairing rebuilding and recleansing of any party walls fences sewers drains channels sanitary apparatus pipes wires passageways stairways entrance ways roads pavements and other things the use of which is or is capable of being common to the Premises and any other property

3.13 Alterations and waste

3.13.1 Subject to the provisions of clauses 3.13.2 and 3.13.3 hereof not to erect or permit or suffer to be erected any other building structure pipe or wire upon the Premises nor to make or permit or suffer to be made any alteration therein or addition thereto nor to commit or permit or suffer any waste spoil or destruction in or upon the Premises nor to cut injure or remove or suffer to be cut injured or removed any of the roofs walls (whether outside or inside) floor joints timbers wires pipes drains appurtenances or fixtures thereof or unite or annex the Premises to any adjoining premises

3.13.2 Not to make any structural or non-structural alterations to the Premises or any part thereof without the prior written consent of the Landlord such consent not to be unreasonably withheld provided always that the Landlord shall be entitled as a condition of giving consent to stipulate that the Tenant enter into such reasonable covenants with the Landlord as the Landlord shall reasonably require (having regard to the nature and extent of the proposed alterations) including (without limitation) a covenant for reinstatement if reasonable

3.13.3 In the event that the Tenant shall carry out works to the Premises in breach of the provisions of this clause the Landlord will be entitled on prior notice to enter the Premises and remove such works or any part thereof and reinstate the Premises provided always that the proper costs thereby properly incurred including interest calculated at the rate referred to in clause 3.41 up to the date of payment shall be paid by the Tenant to the Landlord on demand and shall be recoverable by action or at the option of the Landlord as rent in arrears

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3.13.4 Notwithstanding the above and subject to the provisions of clauses 3.35 and 3.36 hereof the Tenant shall be entitled to install alter and remove demountable partitions which do not affect the structure of the Premises without the consent of the Landlord provided always that:

(a) the Tenant shall deposit with the Landlord plans showing the location of the partitions forthwith after the same being installed or altered or relocated; and

(b) the Tenant shall if so required by the Landlord (acting reasonably) at the expiration or sooner determination of the Term remove such partitions and make good to the satisfaction of the Landlord (not to be unreasonably withheld) all damage to the Premises thereby caused

3.14 Not to obstruct or stop up

3.14.1 Not to obstruct windows or light nor to permit any encroachment or easement

3.14.2 Not to permanently stop up darken or obstruct any window or light belonging to the Premises or any other buildings belonging to the Landlord nor permit any new window light opening doorway path passage drain or other encroachment or easement to be made nor to permit any easement to be made or acquired into against or upon the Premises and (without limitation) which might be or grow to the damage of the Landlord and where any such window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made or acquired to give immediate notice thereof to the Landlord and at the request of the Landlord the Tenant will adopt such course as may be reasonably required for preventing any such encroachment or the acquisition of any such easement

3.15 User

Not to use and occupy the Premises other than for the Permitted Use or with the prior consent of the Landlord (not to be unreasonably withheld or delayed) any other use requested by the Tenant (which use shall if and when commenced at the Premises by the Tenant become the Permitted Use in substitution for that presently set out at clause 1.1) provided that for the avoidance of doubt it shall be deemed reasonable for the Landlord to withhold such consent if such other use would

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have a materially adverse effect on the capital value of the reversion to the Premises and provided further that any consent pursuant to this clause 3.15 shall determine if the use consented to is not commenced at the Premises by the Tenant within 3 months of the date upon which such consent is given provided further that nothing herein contained shall imply or be deemed to be a warranty that the Premises may in accordance with all Town Planning or any other relevant laws and regulations now or from time to time in force be used for the purpose (or (if more than one) any of them) above mentioned

3.16 Alienation of part absolutely prohibited

Not to charge or assign or underlet part only of the Premises

3.17 Parting with possession and occupation

3.17.1 Not to part with or share possession or occupation of or declare any trust in respect of the Premises or any part thereof PROVIDED THAT occupation of the Premises or any part thereof by a company which is a member of the same group (as that expression is defined in Section 42 of the Landlord and Tenant Act 1954) as the Tenant ("a Group Company") shall not be a breach of this covenant PROVIDED FURTHER that:

3.17.1.1 no legal estate or other right of tenancy shall be created;

3.17.1.2 the Tenant shall as soon as reasonably practicable give the Landlord notice in writing of the identity of such company the relationship of the company to the Tenant the area occupied the date of occupation and date of vacation; and

3.17.1.3 the Tenant shall procure (and hereby covenants to this effect) that the said company shall vacate the Premises forthwith upon whichever is the earlier of the date of expiration or sooner determination of the Term and the date on which such company ceases to be a member (as hereinbefore defined) of the same group

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3.18 Assignment permitted

3.18.1 Not to assign the whole of the Premises unless on or before completion of the assignment the Tenant enters into a deed of guarantee (being an authorised guarantee agreement within section 16 of the Landlord and Tenant (Covenants) Act 1995) with the Landlord in the form contained in the Fourth Schedule in relation to the proposed assignment

3.18.2 Subject to clause 3.18.1 not to assign the whole of the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld and shall be by deed containing covenants by the intended assignee directly with the Landlord to pay the rents hereby reserved and to perform and observe the Tenant's covenants herein contained including this covenant Provided that (if the Landlord reasonably requires and if the proposed assignee is a limited company) the assignee shall provide not more than two guarantors reasonably acceptable to the Landlord who shall covenant (jointly and severally) with the Landlord in the terms contained in the Fifth Schedule hereto or in such other terms as are necessary to give effect to such obligations because of changes in legislation

3.18.3 Without prejudice to the terms of the clause 3.18.2 and to the right on the part of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable the Landlord and Tenant agree for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 that the Landlord may withhold its consent to any proposed assignment where the proposed assignee is a Group Company unless the following conditions are satisfied in relation to such proposed assignment :

3.18.3.1 that together with any guarantees for the performance by the assignee of the Tenant's covenants under this Lease (other than any authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) the assignee is in the reasonable opinion of the Landlord of financial standing equal to or greater than the Tenant at either the date on which this Lease was granted or assigned to the Tenant (as the case may be) or the date on which the application for consent to the proposed assignment was made (whichever is the higher) after taking into account the value at

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such date of any other security and guarantees for the performance of the Tenants covenants under this Lease by the Tenant; and

3.18.3.2 the proposed assignor on or before completion of the assignment enters into a deed of guarantee (being within Section 16 of the Landlord and Tenant (Covenants) Act 1995) with the Landlord in the form contained in the Fourth Schedule any guarantor of the proposed assignor covenants (jointly and severally if appropriate) with the Landlord to guarantee the performance by the proposed assignee of the Tenants covenants under this Lease in the terms contained in the Fifth Schedule hereto or in such other terms as are necessary to give effect to such obligations because of changes in legislation

3.19 Underletting permitted

3.19.1 Not to underlet the whole of the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld Provided that the rent to be reserved by the underlease shall not be less than the open market rent for the underlet premises at the time of the proposed underlease without taking a fine or premium and shall not be commuted or payable more than one quarter in advance

3.19.2 to incorporate in every permitted underlease of the Premises

3.19.2.1 such provisions as are necessary to ensure that the rent thereunder is reviewed on the dates and upon the terms provided for review of rent hereunder;

3.19.2.2 a covenant that the undertenant shall not underlet the whole or any part of the premises thereby demised;

3.19.2.3 a covenant that the undertenant shall not assign or charge part only of the premises thereby demised;

3.19.2.4 a covenant that the undertenant shall not assign the whole of the premises thereby demised unless on or before completion of the assignment the undertenant enters into a guarantee agreement with the Tenant in the form contained in the Fourth Schedule mutatis mutandis in relation to the proposed assignment;

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3.19.2.5 a covenant that the undertenant shall not assign or charge the whole of the premises thereby demised without the consent of both the Landlord and the Tenant under this Lease neither to be unreasonably withheld;

3.19.2.6 a covenant that the undertenant shall not part with or share possession or occupation of or declare a trust in respect of the premises thereby demised save by way of an assignment pursuant to the provisions hereinbefore referred to;

3.19.2.7 a covenant by the undertenant (which the Tenant hereby covenants to enforce) prohibiting the undertenant from causing or suffering any act or thing upon or in relation to the premises underlet inconsistent with or in breach of the provisions of this Lease; and

3.19.2.8 a condition for re-entry in the form referred to in clause 5.1 hereof

3.19.3 Upon any permitted underlease to procure that the undertenant shall give a direct covenant under seal in favour of the Landlord:

3.19.3.1 to observe and perform the covenants and conditions on the part of the Tenant contained in this Lease (save as to payment of rent) insofar as the same relate to the premises underlet

3.19.3.2 that in the event that this Lease shall be forfeited or a liquidator or trustee in bankruptcy shall disclaim this Lease the undertenant shall if the Landlord so requires by notice in writing given to the undertenant within three (3) months after such event take a new lease of the premises demised by the underlease for the residue of the term unexpired at the date of such event and at the rents then payable and subject to the terms of the underlease in every respect and to execute and deliver to the Landlord a counterpart thereof and to pay to the Landlord the costs thereof

and to procure that any guarantor or guarantors (but not more than two) of such underlease as may be reasonably acceptable to the Landlord covenants to enter into any new lease required pursuant to the covenant referred to in clause 3.19.3.2 to guarantee the lessee's covenants

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contained therein such guarantee to be in the terms contained in the Fifth Schedule hereto subject to such amendments as are necessary to give effect to such obligations because of changes in legislation

3.19.4 In connection with any underlease the Tenant shall:

3.19.4.1 not consent to or participate in any variation or addition to any such underlease (or any of the terms thereof) without the prior consent of the Landlord (not to be unreasonably withheld);

3.19.4.2 enforce all the covenants and obligations of the underlessee thereunder and not expressly or by implication waive any breach of the same;

3.19.4.3 duly properly and efficiently operate and effect all reviews of rent and any applications for interim rent under Section 24A of the Landlord and Tenant Act 1954 pursuant to the terms of any such underlease but so that the amount of any reviewed rent shall not be agreed without the prior consent of the Landlord (not to be unreasonably withheld or delayed)

3.19.4.4 not agree the amount of any interim rent payable under Section 24A of the Landlord and Tenant Act 1954 without the prior consent of the Landlord (such consent not to be unreasonably withheld); and

3.19.5 Within one month after any written request by the Landlord to notify the Landlord in writing:

3.19.5.1 whether the Tenant occupies the Premises wholly or in part

3.19.5.2 whether the Tenant has granted an underlease of the Premises and if so to advise the Landlord of the rent reserved by any underlease and the full name and address of any underlessee and

3.19.5.3 whether there are any other occupiers of the Premises save as specified above and if so the full terms on which they occupy

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3.20 To produce assignment etc and to pay fee

Within twenty eight days after any assignment underlease charge transfer or assignment of underlease devolution or upon any transmission by reason of a death or otherwise affecting the Premises or any part thereof and every surrender of any derivative mediate or immediate estate in the Premises or part thereof to produce to and leave with the solicitors for the time being of the Landlord a certified copy of the deed instrument or other document evidencing or effecting such transmission and on each occasion to pay such solicitors a reasonable fee (of not less than £25) and also any registration fees payable to the solicitors' of any superior landlord PROVIDED THAT registration of any such deed instrument or other document shall be evidence of notification of such transaction to the Landlord but shall not require the Landlord to consider and/or approve the terms of the transaction effected by the said deed instrument or other document

3.21 Not to erect or install machinery

Not without the prior consent of the Landlord (not to be unreasonably withheld) to erect or install in the Premises any engine furnace or machinery whether driven by steam oil or electric energy or otherwise

3.22 Not to store inflammable etc substances

Not to store or use in the Premises or any part thereof any petrol or other inflammable explosive radioactive or combustible substance or any other deleterious material save in the ordinary course of the business of the Tenant

3.23 Not to use premises for noxious illegal or immoral purposes

Not to use the Premises or any part thereof for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose

3.24 Not to hold sales by auction etc

Not to hold any sales by auction (other than of motor vehicles) exhibitions public meetings or public entertainments at the Premises nor (except for occasional promotional activities in

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connection with the permitted use of the Premises and only to the extent that no nuisance or damage is occasioned to the Landlord or any occupiers of adjoining or adjacent property) to permit any vocal or instrumental music to be performed therein

3.25 Not to keep livestock

Not to permit livestock pets or domestic animals of any kind to be kept on the Premises

3.26 Not to cause nuisance or damage

Not to do upon the Premises anything which may be or grow to be a nuisance or cause damage to the Landlord or to the owners tenants and occupiers of adjoining properties

3.27 Not to overload floors

Not to load or use the floors (including for the avoidance of doubt any upper floors) walls ceilings or structure of the Premises in any manner which will or may cause strain damage or interference with the main members or structural slabs of it

3.28 Not to accumulate empties etc

Not to allow containers and empties to accumulate upon the Premises save in receptacles designed for such use nor permit the drains to be obstructed by oil grease or other deleterious matter but to keep the Premises and the drains thereof cleaned and unobstructed

3.29 Not to obstruct access roads

Not to use any portion of any access roads common forecourts or common service areas serving the Premises for the parking of vehicles otherwise than during the loading and unloading thereof nor to carry out or permit to be carried out any repairs or maintenance to vehicles on such access roads common forecourts or common service areas nor otherwise to permanently obstruct the same

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3.30 Not to display advertisements

Not without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect paint affix attach or display any placard poster notice advertisement name or sign or anything whatever in the nature of an advertisement by display of lights or otherwise in or upon the Premises or any part thereof except that the Tenant may without the consent of the Landlord display such placards posters notices advertisements names or signs inside the windows of the Premises provided that no than 25 per cent of the window space of the Premises is thereby obscured

3.31 Not to alter electrical installations

Not to connect any apparatus to the electrical installation of the Premises which might endanger or overload the said installation or any part thereof

3.32 Not to erect aerials etc

Not to erect affix attach exhibit retain or place any aerial or dish (whether in connection with telegraphic telephonic radio or television communications or otherwise) upon any part of the exterior of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld

3.33 Lifts

Not to load or use the lifts in the Premises in any manner which will or may cause strain or damage to or interfere with the lifts in the Premises

3.34 To permit notices "To Let" etc.

To allow the Landlord or its agents to enter on the Premises upon reasonable notice to fix upon any reasonable part thereof a notice board for selling the Premises and at any time within six months next before the expiration or sooner determination of the Term (provided that bona fide negotiations for the renewal of this Lease are not current) to fix thereon a notice board for reletting the same and not to remove or obscure such notice board and to permit all persons authorised by

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the Landlord or its agents to view the Premises at reasonable hours without interruption on prior appointment

3.35 To comply with enactments

3.35.1 At all times during the Term to observe and comply in all respects with the provisions and requirements of any and every Act so far as they relate to or affect the Premises or the user thereof or the employment therein of any person or persons and without derogating from the generality of the foregoing 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 or maintained at any time during the Term upon or in respect of the Premises and arise solely as a result of any such user thereof or employment therein of any person or persons as aforesaid whether by the Landlord or the Tenant thereof and to indemnify the Landlord at all times against all fees costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid

3.35.2 Not at any time during the Term to do or omit to be done in on or about the 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 damage compensation fees costs charges or expenses

3.35.3.1 To notify the Landlord immediately in writing of any defect in the Premises as soon as the Tenant becomes aware of the same

3.35.3.2 To indemnify the Landlord against any claims proceedings and demands and the costs and expenses incurred by reason of the Tenant's failure to give such notice

3.35.3.3 Upon the Tenant becoming aware of the happening of any occurrence or receipt of any notice order direction or other thing from a competent authority affecting or likely to affect the Premises whether the same shall be served directly upon the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith to deliver a copy thereof to the Landlord and to make or join in making such objection or representations against or in respect

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thereof as the Landlord reasonably requires provided that such objection or representation is not materially adverse to the business or interests of the Tenant

3.36 To comply with town planning legislation etc

3.36.1 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 Premises or any part thereof or any operations works acts or things already or hereafter to be carried out executed done or omitted thereon or the use thereof for any purpose

3.36.2 Not to make any application for planning permission for development constituting a change of use in respect of the Premises without the previous written consent of the Landlord (such consent not to be unreasonably withheld)

3.36.3 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 Premises or the institution or continuance thereon of any use thereof which may constitute development

3.36.4 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the institution of any such operations or the institution or continuance of any such use as aforesaid

3.36.5 Notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out any development in or to the Premises (whether by alteration or addition or change of use thereto) before all necessary notices under the Planning Acts in respect thereof have been served and before all such notices and all such necessary planning permissions have been produced to the Landlord and in the case of a planning permission acknowledged by it in writing as satisfactory to it such acknowledgement not to be unreasonably withheld or delayed

3.36.6 Unless the Landlord shall otherwise direct to carry out and complete before the expiration or sooner determination of the Term (i) any works stipulated to be carried out to the Premises by a

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date subsequent to such expiration or sooner determination as a condition of any planning permission granted for any development begun before such expiration or sooner determination and (ii) any works begun upon the Premises

3.36.7 If and when called upon so to do to produce to the Landlord or its Surveyor 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

3.37 Insurance

3.37.1 Not to do anything whereby any policy of insurance on including or in any way relating to the Premises becomes void or voidable or whereby the rate of premium thereon may be increased and to take such precautions against fire as may be required by law or the Landlord's insurers

3.37.2 Save as provided in clause 3.4 hereof not to effect or maintain any insurance in respect of the Premises (except as to the Tenant's fixtures and contents and other risks against which the Landlord will not be liable to insure against under this Lease)

3.37.3 To effect and maintain insurance against risks and liabilities to employees and third parties and contingencies arising under the Defective Premises Act 1972 and any other Act or at common law

3.38 Not to permit breach of covenant

Not knowingly suffer or to permit any act or omission which if it were the act or omission of the Tenant would be a breach of the covenants on the part of the Tenant hereinbefore contained

3.39 Indemnities

3.39.1 To indemnify the Landlord against and to pay upon demand all costs and expenses including professional fees reasonably and properly incurred by the Landlord in connection with all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach of the covenants by and conditions on the part of the Tenant set out herein or implied PROVIDED that such indemnity shall extend to and cover all costs and expenses properly incurred by the Landlord in connection with any steps which the Landlord may properly take to

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remedy any such breach and be without prejudice to any rights or remedies of the Landlord in respect of any such breach any such sum arising hereunder to be recoverable by action or at the option of the Landlord as rent in arrear

3.39.2 To indemnify the Landlord against all actions claims liabilities costs and expenses alleged or demanded by the owners or occupiers of any adjoining or neighbouring property or other parties arising through the use or occupation of the Premises the existence of any article in or about the Premises or the execution or omission of any development and/or works upon the Premises or the exercise of any right granted by this Lease

The indemnity contained in this clause shall not apply to any matter arising as a result of the Landlord's act or default or the act or default of the Landlord's employees or agents

3.40 To pay expenses of proceedings in connection with forfeiture etc

By way of further or additional rent to pay within 14 days of written demand all proper costs expenses charges damages and losses both direct and indirect (including but without prejudice to the generality of the foregoing solicitors' costs counsel's architects' and surveyors' and other professional fees and commissions payable to a bailiff) properly incurred by the Landlord of or reasonably incidental to:

3.40.1 the preparation and service of any notice under Sections 146 and 147 of the Law of Property Act 1925 and/or in reasonable contemplation of any proceedings thereunder (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under the said Section 146 or 147 is complied with by the Tenant or the Tenant has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the court)

3.40.2 the recovery of any rent in arrear or other payments due hereunder

3.40.3 procuring observance and performance of any other obligations of the Tenant hereunder

3.40.4 in connection with every application for any consent made under this Lease (including without limitation the approval of the terms and form of any underlease) whether such consent shall be

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granted or not or the application withdrawn provided that such consent is not unreasonably withheld

3.40.5 any schedule relating to wants of repair to the Premises whether served during or within three months after the termination of the Term but relating only to dilapidation occurring during the Term

3.41 VAT

3.41.1 To pay any VAT lawfully imposed upon and added to any rent fee charge cost or expense for which the Tenant may be liable under this Lease at the rate applicable to that payment (and whether or not such tax became payable at the election of or with the consent of the Landlord) and such sums shall be recoverable by action or at the option of the Landlord as rent in arrears provided that the Tenant shall not be required to reimburse VAT incurred by the Landlord to a third party where the Landlord is able to recover such VAT as an input and the Landlord shall provide a valid VAT invoice addressed to the Tenant in respect of any such sums either on payment of such VAT or within 14 days of such payment

3.41.2 For the purposes of paragraphs 2, 3 and 3A Schedule 10 VATA neither the Tenant nor any person connected with the Tenant is a person responsible for financing the Landlord's development of which the Premises form part for exempt use with the intention or expectation that the Premises would become or continue to be exempt land.

3.41.3 For the avoidance of doubt references in clause 3.41.2 above to the Landlord or the Tenant shall include references to the representative member of the VAT Group of the Landlord or the Tenant as appropriate.

3.42 To pay interest on arrears

If any sum due to be paid by the Tenant to the Landlord shall be in arrear for 14 days after becoming payable (whether formally demanded or not) by way of further or additional rent to pay interest to be calculated from day to day at the rate of Four per centum per annum above the base rate for National Westminster Bank PLC (or such other Bank being a member of the Committee of the London Clearing Banks as the Landlord may from time to time reasonably nominate) prevailing

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from time to time (or if no such base rate can be ascertained then the rate at the relevant time which such Bank (or alternative Bank as aforesaid) shall utilise for equivalent purposes) upon all rent or other payments due to the Landlord under the provisions of this Lease (or not accepted by the Landlord so as not to waive any existing or alleged breach of covenant) with monthly rests on the usual quarter day from the due date(s) for payment thereof to the date(s) of actual payment

3.43 Surety

In the event that any person firm or body corporate which has or shall have guaranteed the Tenant's obligations contained in this Lease shall die or an event shall occur in relation to such person firm or body corporate of the type referred to in clauses 5.1.3 5.1.4 and 5.1.5 hereof then to give notice thereof to the Landlord as soon as reasonably practicable and if reasonably required by the Landlord at the expense of the Tenant within 30 working days thereafter to procure that some other guarantor reasonably acceptable to the Landlord execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form referred to the Fifth Schedule hereof

3.44 Covenants and provisions affecting Landlord's title

To observe and perform the covenants and provisions affecting the title of the Landlord contained in the documents specified in the Third Schedule

4 LANDLORD'S COVENANTS

THE LANDLORD HEREBY COVENANTS with the Tenant as follows:

4.1 For quiet enjoyment

That the Tenant paying the rents and performing the Tenant's covenants herein before contained shall lawfully and peaceably enjoy the Premises for the Term without any disturbance by the Landlord or by any person lawfully claiming through under or in trust for the Landlord or by title paramount

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4.2 Insurance

To insure the Premises and keep the same insured with some insurance office of repute subject to such proper exclusions excesses and limitations as may be imposed by the insurers and are customary in the United Kingdom insurance market for properties similar to the Premises at the time such insurance is placed having regard to any relevant claims history for the Premises against:

4.2.1 the Insured Risks in such a sum as shall be reasonably determined from time to time by the Landlord's Surveyor as being the full cost of rebuilding and reinstatement of the Premises and all fixtures of an insurable nature (other than those which the Tenant is entitled to remove) together with Architects' Surveyors' Consultants' legal and other fees in relation to the repair rebuilding or reinstatement of the Premises (including any cost or increased cost resulting from the requirements of local or other authorities statutes bye-laws regulations or orders as to the method of or design of or materials to be used in such repairing rebuilding or reinstatement) and making due allowance for the effects of inflation and escalation of building costs and any reasonable fees and the cost of site clearance demolition and debris removal and VAT on all such sums including any VAT resulting from any deemed self supply as a result of such rebuilding or reinstatement

4.2.2 three years (or such longer period as the Landlord may from time to time reasonably deem necessary (but no more than five years)) loss of rent of the Premises which may be calculated having regard to any relevant reviews or increases of rent and to the likely period required for obtaining planning permission and reinstating the Premises

4.3 Reinstatement

If the Premises or any part thereof shall be destroyed or damaged by any of the Insured Risks (subject to the provisions of clause 5.3 hereof and to obtaining any planning or other permission necessary for rebuilding and reinstating the Premises and to the necessary labour and materials being and remaining available) the Landlord shall with all convenient speed apply all monies received by virtue of the policy or policies of insurance (other than monies received in respect of such insurance against loss of rent which shall automatically be payable to the Landlord) or

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require the same to be laid out in rebuilding and reinstating the Premises making up any deficiency out of its own monies (but not so as to provide accommodation identical in layout provided that such accommodation is in all respects as commodious as the Premises) PROVIDED THAT the Landlord's obligation under this covenant shall cease to the extent that the insurance shall be rendered irrecoverable by any act or default of the Tenant or any undertenant or their agents licensees servants or visitors

4.4 Tenant's insurance requirements

4.4.1 At the request of the Tenant so to do and at the expense of the Tenant to produce to the Tenant copies of the certificate or certificates of such insurance and of the receipt or receipts for the last premium or premiums

4.4.2.1 To use all reasonable endeavours to procure that the interests of the Tenant and any undertenant is noted or endorsed on the policy or policies of such insurance

4.4.2.2 To notify the Tenant forthwith of any material change in the risks covered by the policy or policies of such insurance from time to time

4.4.2.3 To use all reasonable endeavours to produce to the Tenant on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Tenant and any undertenant and

4.4.2.4 To use all reasonable endeavours to ensure that every policy of insurance effected by the Landlord hereunder contains a non-invalidation clause

5 PROVISOS

IT IS HEREBY AGREED AND DECLARED:

5.1 Re-Entry

If:

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5.1.1 the rents or any part thereof shall be in arrear for 14 days next after becoming payable (whether formally demanded or not); or

5.1.2 there shall be any breach non-performance or non-observance of any of the Tenant's covenants; or

5.1.3 the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's creditors; or

5.1.4 the Tenant or a surety for the Tenant (save where such surety is replaced pursuant to clause 3.43):

5.1.4.1 is the subject of an interim order under Part VIII of the Insolvency Act 1986 or makes application to the Court for such an order or makes a voluntary arrangement under such Part; or

5.1.4.2 has a bankruptcy order made against him or a bankruptcy petition presented against him; or

5.1.4.3 a receiver receiver and manager or administrative receiver is appointed in respect of all or any of the assets or undertaking of the Tenant or such Surety; or

5.1.5 the Tenant or Surety for the Tenant (save where such surety is replaced pursuant to clause 3.43) (being a company):

5.1.5.1 makes a voluntary arrangement or submits to its creditors or any of them a proposal under Part I of the Insolvency Act 1986; or

5.1.5.2 makes an application to the Court under Section 425 of the Companies Act 1985 or resolves to make such an application; or

5.1.5.3 is the subject of an administration made under Part II of the Insolvency Act 1986 or is subject to a resolution passed by the directors or shareholders for the presentation of a petition for such an order or has a petition for such an order presented against it; or

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5.1.5.4 has a petition for winding up presented against it or is the subject of a resolution for voluntary winding up (otherwise than for the purpose of an amalgamation or reconstruction which has been approved by the Landlord) or a meeting of creditors is called to consider a resolution for winding up; or

5.1.5.5 has an interim order or winding up order made against it; or

5.1.5.6 ceases to exist

it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any rights of action of the Landlord against the Tenant in respect of any antecedent breach by the Tenant of any of the covenants herein provided that in the event that the Tenant comprises more than one person then the Landlord will be entitled to re-enter the Premises and the Term shall thereupon absolutely determine upon the happening of any of the events referred to in clauses 5.1.3 5.1.4 and 5.1.5 hereof in relation to any one of them

5.2 Abatement of rent

In case the Premises or access or services thereto (to the extent that insurance is readily available against loss of rent arising from loss of access or services thereto in the United Kingdom insurance market on commercial terms) or any part thereof shall at any time during the Term be destroyed or damaged by the Insured Risks so as to render the Premises unfit for occupation and use and save to the extent that the policy or policies of insurance shall have been vitiated or payment of the policy moneys refused in whole or in part in consequence of some act or default of the Tenant any undertenant or their agents licensees or invitees the rents reserved in clause 2 or a fair proportion thereof according to the nature and extent of the damage sustained shall cease and be suspended until the Premises shall be again rendered fit for occupation and use or until the earlier expiration of the period for which the Landlord shall have effected loss of rent insurance under clause 4.2.2 from the date of the damage or destruction and any dispute as to the amount

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or extent of such cesser of the said rent shall be referred to arbitration in manner hereinafter provided

5.3 Determination if destruction

5.3.1 If the Premises shall following destruction or damage not be rendered fit for occupation or use by the date which is three months before the expiration of the period for which the Landlord shall have effected loss of rent insurance pursuant to clause 4.2.2 then the Landlord or the Tenant may by giving to the other at least three month's notice in writing expiring at any time thereafter determine the Term and upon the expiry of such notice the Term shall determine

5.3.2 If (the Landlord having used all reasonable endeavours to rebuild or reinstate) the rebuilding or reinstating of the Premises shall be prevented or frustrated by matters outside the control of the Landlord (whether as to whole or as to part) the Landlord may by giving to the Tenant at least six months' notice in writing expiring at any time thereafter determine the Term

5.3.3 Determination of the Term under clause 5.3.1 or 5.3.2 shall be without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or provision herein contained

5.3.4 If the Term is determined under clause 5.3.1 or 5.3.2 the Landlord shall be entitled to retain the insurance monies received by the Landlord and/or payable in respect of the Premises and received or receivable by the Tenant

5.4 Development of adjoining property

That the Landlord may at any time or times without obtaining any consent from or making any arrangement with the Tenant carry out any development or works (or permit the same) of whatsoever nature to any neighbouring adjoining or contiguous land or premises whether or not the light or air now or at any time or times enjoyed by the Tenant may be diminished PROVIDED THAT the trade and business of the Tenant is not materially adversely affected and proper means of access to and egress from the Premises is afforded at all reasonable times

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5.5 Disputes between tenants etc

5.5.1 That in case any dispute or controversy shall at any time or times arise between the Tenant and the tenants and occupiers of any neighbouring adjoining or contiguous property belonging to the Landlord relating to the sewers drains conduits gutters watercourses pipes cables wires and mains serving the Premises or any adjoining or contiguous property or any easements or privileges whatsoever affecting or relating to the Premises or any neighbouring adjoining or contiguous property the same shall from time to time be settled and determined by the Landlord's Surveyor to which determination the Tenant shall from time to time submit save in the case of manifest error

5.5.2 Any dispute between the Landlord and the Tenant shall (save as otherwise provided) be referred to arbitration pursuant to the terms of clause 5.9

5.6 Exclusion of Landlord's liability

(Subject to the provisions of the Unfair Contract Terms Act 1977) the Landlord shall not be responsible to the Tenant (save as and to the extent hereinbefore expressly provided) or his employees or visitors for any injury death damage destruction or financial or consequential loss whether to person property or goods sustained on or by reason of the condition of the Premises

5.7 Removal of property after determination of Term

If at such time as the Tenant has vacated the Premises after the determination of the Term either by effluxion of time or otherwise any property of the Tenant shall remain in or on the Premises and the Tenant shall fail to remove the same within 14 days after being requested by the Landlord so to do by a notice in that behalf then and in such case the Landlord may (in addition to any other remedies available to it) as the agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that behalf) sell such property and shall then hold the proceeds of sale after deducting the proper costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant PROVIDED THAT the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be

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proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause

5.8 Service of notices

Any notice served under or in connection with this Lease shall be properly served if it complies with the provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

5.9 Arbitration

5.9.1 Any reference to arbitration made pursuant to the provisions of this Lease (save in respect of the review of rent) shall be to the award of a single arbitrator to be agreed between the Landlord and the Tenant or failing such agreement within twenty eight days (or such longer period as the parties may agree) of arbitration being first demanded by either party to an arbitrator to be appointed by the President of the Royal Institution of Chartered Surveyors and in either case in accordance with the provisions of the Arbitration Acts or any statutory re-enactment or modification thereof for the time being in force

5.9.2 If the Landlord and the Tenant shall agree to refer any dispute arising under this Lease to arbitration then unless the contrary shall have been agreed the provisions of the preceding sub-clause shall be deemed to be incorporated in their agreement

5.10 No undertaking or warranty re exercise of common rights etc.

Notwithstanding anything hereinbefore contained where any rights or easements are herein granted to the Tenant in common with others the Landlord does not covenant with or undertake or warrant to the Tenant that those others will not exercise such rights or easements in a manner which is or may be detrimental to the Tenant's exercise thereof or use of the Premises and any actual or implied covenants or obligations of the Landlord to the Tenant (whether contained herein or otherwise) shall be deemed limited accordingly

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5.11 Modification of compensation

Subject to Section 38(2) of the Landlord and Tenant Act 1954 neither the Tenant nor any assignee or underlessee of the Term or of the Premises or any part of the Premises shall be entitled on quitting the Premises or that part to any compensation under Section 37 of the Act

5.12 Value Added Tax

Any rent or other sum payable by the Tenant hereunder is exclusive of VAT or other tax that is or may be payable thereon

5.13 Payment of rent not waiver

No demand for or receipt or acceptance of any part of the rents or any payment on account thereof or any other act or deed by or on behalf of the Landlord shall operate as a waiver by the Landlord of any right which the Landlord may have to forfeit this Lease by reason of any breach of covenant by the Tenant and the Tenant shall not in any proceedings for forfeiture be entitled to rely on any such demand receipt acceptance act or deed as aforesaid as a defence PROVIDED that insofar as the demand and acceptance of the rents is concerned this proviso shall have effect in relation only to a demand or acceptance made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach commencing upon the Landlord becoming aware of such breach

5.14 Exclusion of easements

Nothing herein contained shall by implication of law or otherwise operate to confer on the Tenant any easement right or privilege whatever over or against any neighbouring adjoining contiguous or other property

5.15 **Agreement for Lease**

It is hereby certified that no agreement has been executed by the Landlord and Tenant prior to the grant of this Lease to which the grant of this Lease would give effect

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6 SURETY'S COVENANT

The Surety in consideration of this Lease having been granted to the Tenant at the request of the Surety covenants with the Landlord in the form more particularly set out in the Fifth Schedule hereto

IN WITNESS whereof the parties hereto have duly executed this deed the day and year first before written

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THE FIRST SCHEDULE

Part I

Description of the Premises

ALL THOSE premises known as land and buildings at Hempshaw Lane, Stockport and shown for the purpose of identification only edged red on the Plan and being the property registered at H M Land Registry under title number GM768827 the areas of which are more particularly shown in the Schedule of Areas (with accompanying plan) annexed

Part II

Rights enjoyed with demise

1 All rights privileges and easements contained or referred to in the title of the Landlord contained in the documents specified in the Third Schedule

2 The right of free passage and running of water and soil in and through the sewers drains and channels made or at any time during the Term to be made upon through or under the adjoining property of the Landlord and the free and uninterrupted use of all gas electric telephone and other pipes wires cables and flues upon through or under the same

3 The right to support and shelter now and hereafter belonging to or enjoyed by the Premises from all adjoining neighbouring or contiguous land or buildings and interest therein possession or reversion is at any time during the Term vested in the Landlord

4 The right upon reasonable notice in writing (except in cases of emergency) to enter (and in emergency to break and enter) any adjoining neighbouring or contiguous land or buildings and interest therein possession or reversion is at any during the Term vested in the Landlord for the purpose of:

4.1 maintaining repairing inspecting connecting into and renewing (where repair is impracticable or unreasonable) the sewers drains channels pipes wires cables referred to in paragraph 2 of this part of the First Schedule

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4.2 repairing rebuilding and carrying out any development works or alterations to the Premises where no other means of access for such works is reasonably available

PROVIDED THAT the Tenant or persons exercising the above rights shall cause as little inconvenience as reasonably practicable and make good so far as possible any damage thereby caused

Part III

Exceptions and Reservations

1 The right of free passage and running of water and soil in and through the sewers drains and channels made or at any time during the Term to be made upon through or under the Premises and the free and uninterrupted use of all gas electric telephone and other pipes wires cables and flues upon through or under the same

2 All rights of light and air and other easements and rights (but without prejudice to any expressly granted to the Tenant by this Lease (if any)) now belonging to or enjoyed by the Premises from or over any adjoining neighbouring or contiguous land or building

3 The right to build or rebuild or alter or carry out any development or works to any adjoining neighbouring or contiguous land or building in any manner whatsoever (and to authorise any adjoining owner or occupier to do the same) and to let or authorise the letting of the same for any purpose or otherwise deal therewith notwithstanding that the light or air to the Premises is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected provided that proper means of access to and egress from the Premises is affected at all reasonable times and that the trade and business of the Tenant is not materially adversely affected

4 The right to support and shelter and all other easements and rights now and hereafter belonging to or enjoyed by all adjoining neighbouring or contiguous land or buildings and interest wherein possession or reversion is at any time during the Term vested in the Landlord

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5 The right upon reasonable notice in writing except in cases of emergency to enter (and in emergency to break and enter) the Premises for the purpose of:

5.1 maintaining repairing inspecting connecting into and renewing (where repair is impracticable or unreasonable) the sewers drains channels pipes wires cables referred to in paragraph 1 of this part of the First Schedule;

5.2 repairing rebuilding and carrying out any development works or alterations to any adjoining neighbouring or contiguous land or building where no other means of access for such works is reasonably available; and

5.3 performing any other act or deed which the Landlord may or must do under this Lease

Provided that the Landlord or persons exercising the above rights shall cause as little inconvenience as reasonably possible and make good so far as possible any damage thereby caused

6 The right to build on or into any boundary or party wall of the Premises and to place or lay footings for any intended party structure with such foundations as the Landlord may reasonably consider necessary and also to keep and maintain such footings and foundations provided always that the Landlord or the person exercising this right shall make good any damage thereby caused to the Premises to the reasonable satisfaction of the Tenant

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THE SECOND SCHEDULE

Rent Review

1 In this Schedule:

1.1 Review Date — means respectively the 3rd day of February in the years 2009 2014 2019 and 2024 and any other date that becomes a Review Date pursuant to paragraphs 6 7 and 10 of this Schedule

1.2 Market Rent — means the yearly rent at which the Premises might reasonably be expected to be let by a willing landlord to a willing tenant without any premium or other consideration in the open market at the relevant Review Date for a term of the same duration as the residue of the Term or a term of fifteen years whichever shall be the greater with vacant possession and for the Current Use or the Previous Uses (whichever produces the greater value) on the relevant Review Date and otherwise upon the same terms as this Lease (other than the amount of rent hereby reserved but including the provisions for rent review) on the assumption:

1.2.1 that all the Landlord's and the Tenant's covenants in this Lease have been complied with

1.2.2 that the Premises are fit and fitted out with the fixtures and fittings set out on the list marked 'Landlord's Fixtures' annexed for immediate occupation and use

1.2.3 that in case the Premises have been destroyed or damaged or become inaccessible they have been completely rebuilt and reinstated or rendered accessible

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1.2.4 that the Premises are in a good and substantial state of repair and decorative condition

1.2.5 that the Premises may be lawfully used for the Current Use or the Previous Uses at the relevant Review Date

1.2.6 that the tenant any undertenant and their respective successors in title are or would be able to recover any VAT payable under the lease in its or their accounting with H M Customs & Excise or other responsible authority immediately after the same is paid

1.2.7 that the provisions for the review of rent in this Schedule will apply on the fifth anniversary of the commencement of the term of the Lease and the reference to a fixed increased amount of rent at the fifth and tenth anniversary of the commencement of the term of the Lease shall be deemed to be deleted

1.2.8 that all references to the Geared Rent wherever they appear shall be deemed to be deleted

but disregarding:

1.2.9 any goodwill attached to the Premises by reason of the carrying on thereat by the Tenant or any undertenant or their respective predecessors in title of any business and any effect on rent of the fact that the Tenant its sub tenants or their respective predecessors in title have been in occupation of the Premises; or

1.2.10 any effect on rent of any improvement to the Premises made (otherwise than pursuant to any obligation to the

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Landlord of the Tenant or any undertenant to carry out such work (except obligations requiring compliance with statutes or directions of local authorities or other bodies exercising powers under statute or Royal Charter) or such structural alterations as were carried out in order for the Premises to be used for the Current Use or the Previous Uses) by the Tenant or any undertenant or their predecessors in title during the Term and with the prior written consent of the Landlord (if required) and in accordance with all necessary statutory and by-law consents

1.2.11 any effect on rent of any works to or alterations to the Premises which reduce their rental value

1.2.12 any effect on rent of any rent free period or other concession or inducement which would or might be given to an incoming tenant on the grant of a lease of the Premises at the relevant Review Date for the purpose of its fitting out works to the intent that no discount reduction or allowance shall be made in ascertaining the Market Rent to reflect such rent free period or other concession or inducement for the purpose of the lessee's fitting-out works

1.2.13 any restraint or restriction on the right to recover or increase rent imposed by any Act of Parliament

1.2.14 any detrimental effect on the Premises of any works being carried out at the Review Date to any adjoining property

1.2.15 all tenants' fixtures and fittings within the Premises

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1.3	Original Use	means sale display hire servicing repair valeting and cleaning of cars or motor cycles the sale of motor cycle and car parts accessories and related products or the sale of servicing of other types of motor vehicles or the sale of motor vehicle parts accessories and related products
1.4	Current Use	means the Permitted Use on the relevant Review Date
1.5	Old Use	means any Permitted Use which ceased to be the Permitted Use pursuant to clause 3.15 of this Lease more than 15 years before the relevant Review Date
1.6	Previous Uses	means any of the following:-
1.6.1		The Original Use
1.6.2		Either of the last two Permitted Uses which is not an Old Use
1.7	President	means the president for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy or any person authorised by the President to make appointments on his behalf
1.8	Principal Rent	means the rent reserved by clause 2.1 of this Lease
1.9	Surveyor	means a surveyor agreed upon by the Landlord and the Tenant or in default of agreement appointed by the President
1.10	agree or agreed	means agree or agreed in writing between the Landlord and the Tenant
1.11	Notional Premises	premises constructed to a modern specification in 1998 for the Notional Use ("the Notional Specification") to the

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standard of an acceptable developer's shell finish ready to be fitted out by the willing tenant for occupation and use with a gross internal area of 14,995 square feet at ground floor level and with an appropriate proportion of the ground floor area used for offices ancillary to the Notional Use and with an appropriate eaves height and site cover

1.12 Geared Rent

means the yearly rent at which the Notional Premises might reasonably be expected to be let by a willing landlord to a willing tenant without any premium or other consideration in the open market at the relevant Review Date for a term of the same duration as the residue of the Term or a term of fifteen years whichever shall be the greater with vacant possession and for any industrial use within Use Classes B1 and/or B2 and/or B8 of the Town and Country Planning (Use Classes) Order 1987 ("the Notional Use") but otherwise upon the terms of this Lease (other than the amount of rent hereby reserved but including the provisions for rent review) on the assumption:

1.12.1 that all the Landlord's and the Tenant's covenants in this Lease have been complied with

1.12.2 that in case the Notional Premises have been destroyed or damaged or become inaccessible they have been completely rebuilt and reinstated or rendered accessible

1.12.3 that the Notional Premises are in a good and substantial state of repair and decorative condition

1.12.4 that the Notional Premises may be lawfully used for the Notional Use

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1.12.5 that the Tenant any undertenant and their respective successors in title are or would be able to recover any VAT payable under the lease in its or their accounting with H M Customs & Excise or other responsible authority immediately after the same is paid

1.12.6 that the provisions for the review of rent in this Schedule will apply on the fifth anniversary of the commencement of the term of the Lease save that sub paragraph 2.4 of this Schedule and the reference to a fixed increased amount of rent at the fifth and tenth anniversaries of the commencement of the term of the Lease shall be deemed deleted and save to give effect to the review of rent pursuant to this clause 1.12 the definition of Geared Rent shall be deemed deleted and

1.12.7 all references to the Market Rent are deemed to be deleted

but disregarding:

1.12.8 any goodwill attached to the Notional Premises by reason of the carrying on thereat by the Tenant or any undertenant or their respective predecessors in title of any business and the effect on rent of the fact that the Tenant its sub tenants or their respective predecessors in title have been in occupation of the Notional Premises or

1.12.9 any effect on rent of any rent free period or other concession or inducement which would or might be given to an incoming tenant on the grant of a lease of the Notional Premises at the relevant Review Date for the purpose of its fitting out works to the intent that no discount reduction or

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allowance shall be made in ascertaining the Geared Rent to reflect such rent free period or other concession or inducement for the purpose of the lessees fitting out works

1.12.10 any restraint or restriction on the right to recover or increase rent imposed by any Act of Parliament

1.12.11 any detrimental effect on the Notional Premises of any works being carried out at the Review Date to any adjoining property

1.12.12 all tenants' fixtures and fittings within the Notional Premises

AND PROVIDED FURTHER that in taking into account comparable rental evidence to agree or determine the Geared Rent regard must only be had to the yearly rent per square foot of premises of a similar specification to the Notional Specification located within the geographical area of Greater Manchester of a similar size to the Notional Premises with an appropriate office content

2 From each Review Date the Principal Rent shall be such as may at any time be agreed between the Landlord and the Tenant as the Principal Rent payable from the Review Date or (in default of such agreement) whichever is the greater of:

2.1 the Market Rent; and

2.2 the Principal Rent contractually payable immediately before that Review Date (ignoring any abatement thereof pursuant to clause 5.2); and

2.3 the yearly rent of £121,716 and

2.4 142% of the Geared Rent

3 If for whatever reason by a date two months before the Review Date the rent payable from that Review Date has not been agreed the Landlord and the Tenant may agree upon a person to act as the Surveyor who shall determine the Market Rent and/or the Geared Rent but in default of such agreement then the Landlord or the Tenant may at any time whether before or after the

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Review Date make application to the President to appoint a surveyor to determine the Market Rent and/or the Geared Rent and such application shall request that the surveyor to be appointed shall have substantial experience of the letting market of premises of a similar type and use to the Premises in the area in which the Premises are situate

4.1 Subject to the provisions of paragraph 4.2 hereof the Surveyor shall act as an arbitrator and the provisions of the Arbitration Act for the time being in force shall apply

4.2 If the Landlord and the Tenant agree the Surveyor shall on receipt of a notice from the Landlord and the Tenant in that behalf at any time prior to taking up his appointment act as an expert in which event the following provisions shall apply

4.2.1 unless the Surveyor shall otherwise direct the Landlord and the Tenant shall each be responsible for one half of his fees and if either shall pay the whole thereof he shall be entitled to recover one half thereof from the other; and

4.2.2 the Surveyor shall request the Landlord and the Tenant to submit to him within a period not exceeding forty (40) working days such representations concerning the amount of the rent and such supporting evidence as they may wish. For the avoidance of doubt both parties may make resubmissions and counter-representations to the Surveyor

4.2.3 Within sixty five (65) working days of the appointment or within such longer period as the Landlord and the Tenant shall agree the Surveyor shall give to each of them a reasoned award of the amount of Market Rent and/or the Geared Rent as finally determined

4.2.4 The fees of the Surveyor shall be payable in the proportion he shall direct in his award

4.3 If the Surveyor refuses to act or is incapable of acting or dies or fails to give notice of his determination within the required period the Landlord or the Tenant may apply to the President for the further appointment of a Surveyor which procedure may be repeated as many times as necessary

5 If by a Review Date the Principal Rent payable from that Review Date has not been agreed or ascertained pursuant to this Schedule the Tenant shall continue to pay the Principal Rent at the

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rate previously payable and on the quarter day next after such agreement or determination the Tenant shall pay to the Landlord the difference for the period from the relevant Review Date to such quarter day between the Principal Rent paid and the Principal Rent as agreed or determined pursuant to the provisions of this Schedule together with interest on such difference for such period at the base rate from time to time of National Westminster Bank Plc (or such other Bank being a member of the Committee of the London Clearing Banks as the Landlord may from time to time reasonably nominate) or if no such base rate can be ascertained then the rate at the relevant time which such Bank (or alternative Bank as aforesaid) shall utilise for equivalent purposes

6 If at any Review Date there is by virtue of any Act a restriction upon the Landlord's right to review the Principal Rent or if at any time there is by virtue of any Act a restriction upon the right of the Landlord to recover the Principal Rent otherwise payable then upon the ending removal or modification of such restriction the Landlord may at any time thereafter give to the Tenant not less than two months' notice requiring an additional rent review upon a quarter day specified therein which quarter day shall for the purposes of this Schedule be a Review Date provided that there shall not be more than one Review Date pursuant to this paragraph 6 between any two Review Dates as set out in clause 1.1 of this Schedule

7 If at any time after the 3rd day of February 2004 the Landlord shall have agreed pursuant to clause 3.15 to a change of use of the Premises and the Tenant shall have commenced (or allowed any subtenant or other occupier of the Premises to commence) such alternative use the Tenant shall forthwith advise the Landlord of such commencement and the Landlord shall be entitled to serve upon the Tenant a notice requiring an interim review of the Principal Rent at the date of the commencement of such use which date shall be a Review Date for the purposes of this Schedule and if such Review Date is prior to the 3rd day of February 2009 clause 2.3 of this Schedule shall be deemed deleted upon the review of rent on such Review Date

8 The effect of paragraph 7 of this schedule shall be disregarded for the purposes of any review of the Principal Rent upon any Review Date

9 Memoranda of the Principal Rent ascertained from time to time in accordance with this Schedule shall be signed by and on behalf of the Tenant and the Landlord respectively and exchanged

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between them but the failure to complete such memoranda shall not effect the efficacy of the review of the Principal Rent

10 Time shall not be of the essence in this Schedule

11 If at the 3rd day of February 2004 the Permitted Use is not the Original Use then

11.1 the rent secondly referred to in clause 2.1 of this Lease and

11.2 paragraph 2.3 of this Schedule shall be deemed deleted and

11.3 the 3rd day of February 2004 shall be added to the dates in clause 1.1 of this Schedule

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THE THIRD SCHEDULE

Documents containing covenants and provisions affecting the Landlord's title

The documents and matters referred to in the registers of Title Number GM768827

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THE FOURTH SCHEDULE

Guarantee Agreement

DATE

PARTIES

(1) [ ] [whose registered office is at] [of] [ ] ("the Landlord")

(2) [ ] [whose registered office is at] [of] [ ] ("the Tenant")

1 Definitions

1.1 In this Licence

"the Assignee" means [ ] [whose registered office is at] [of] [ ]

"the Lease" means a [lease] [underlease] of the Premises dated [ ] and made between

(1) [ ]

(2) [ ]

[(3) [ ]]

"the Premises" means [ ]

1.2 where the context requires words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter

This official copy is incomplete without the preceding notes page.

2 Recitals

2.1 The term granted by the Lease is vested in the Tenant and the reversion thereon is vested in the Landlord

2.2 The Tenant wishes to assign the Lease to the Assignee and the Lease provides that the Tenant will not do so unless on or before completion the Tenant enters into this Deed

3 Tenant's Guarantee

With effect from the date of the assignment of the Lease to the Assignee the Tenant guarantees to the Landlord that the Assignee will duly pay the rent thereby reserved and all other sums and payments therein covenanted to be paid by the lessee and will duly observe and perform the lessee's covenants and the conditions therein contained until such time as the Assignee shall have lawfully assigned the Lease or otherwise ceased to be liable for the payment of the rent and observance and performance of the lessee's covenants and conditions as aforesaid provided always that the Tenant shall remain liable thereafter under the terms of this guarantee in relation to any accrued or crystallised liabilities of the Assignee

4 Tenant's Covenant

The Tenant hereby covenants with the Landlord that in the event that a liquidator or trustee in bankruptcy shall disclaim or surrender the Lease whilst the Lease is vested in the Assignee the Tenant shall if the Landlord so requires by notice in writing given to the Tenant within three (3) months after such event take a new lease of the Premises for the residue of the term unexpired at the date of such event and at the rents then payable and subject to the terms of the Lease in every respect and to execute and deliver to the Landlord a counterpart thereof and to pay to the Landlord the proper costs of such new lease

5 Provisos

It is hereby agreed that:

5.1 The Tenant shall not be released or discharged in any way from its obligations under this Deed by:

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5.1.1 any neglect or forbearance of the Landlord in endeavouring to obtain payment of the rents when the same become payable or to enforce performance or observance of the Assignee's covenants in the Lease and any time which may be given by the Landlord to the Assignee;

5.1.2 any variation of the terms of the Lease;

5.1.3 the transfer of the Landlord's reversionary interest immediately expectant on the determination of the term granted by the Lease;

5.1.4 any lawful refusal by the Landlord to accept rent tendered by or on behalf of the Assignee at a time when the Landlord was entitled to re-enter the Premises;

5.1.5 any legal limitation and/or incapacity of the Assignee and/or any change in the constitution or powers of the Assignee the Tenant or the Landlord;

5.1.6 any liquidation administration or bankruptcy of the Tenant or the Assignee; and

5.1.7 any other act omission matter or thing whatsoever whereby but for this provision the Tenant would be released

5.2 The Tenant shall not be entitled to participate in or be subrogated to any security held by the Landlord in respect of the Assignee's obligations or otherwise to stand in the place of the Landlord in respect of any such security

5.3 The Tenant hereby waives any right to require the Landlord to pursue against the Assignee any rights which may be available to the Landlord before proceeding against the Tenant

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THE FIFTH SCHEDULE

Surety's Covenant

1 The Surety hereby covenants with the Landlord as a primary obligation that:

1.1 the Tenant will pay the rents reserved by this Lease on the days and in manner aforesaid and will duly perform and observe all the Tenant's covenants contained in this Lease and any guarantee agreement entered into pursuant to clause 3.18.1 and that in case of default the Surety will pay and make good to the Landlord on demand all loss damages costs and expenses thereby arising or incurred by the Landlord

1.2 the Surety will enter into any further lease granted by the Landlord to the Tenant pursuant to the Landlord and Tenant Act 1954 to guarantee the obligations of the Tenant under such lease such guarantee to be in terms identical (mutatis mutandis) to the terms of this guarantee or in such other terms as are necessary to give effect to such obligations because of changes in legislation

1.3 in the event that a liquidator or trustee in bankruptcy shall disclaim or surrender this Lease the Surety shall if the Landlord so requires by notice in writing given to the Surety within three (3) months after such event take a new lease of the Premises for the residue of the term unexpired at the date of such event and at the rents then payable and subject to the terms of this Lease in every respect and to execute and deliver to the Landlord a counterpart thereof and to pay to the Landlord the proper costs of such new lease

2 PROVIDED ALWAYS THAT IT IS HEREBY AGREED THAT:

2.1 The Surety shall not be released or discharged in any way from its obligations under this Lease by:

2.1.1 any neglect or forbearance of the Landlord in endeavouring to obtain payment of the rents when the same become payable or to enforce performance or observance of the Tenant's covenants herein and any time which may be given by the Landlord to the Tenant;

2.1.2 any variation of the terms of this Lease;

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2.1.3 the transfer of the Landlord's reversionary interest immediately expectant on the determination of the Term;

2.1.4 any lawful refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord was entitled to re-enter the Premises;

2.1.5 any lawful limitation and/or incapacity of the Tenant and/or any change in the constitution or powers of the Tenant the Surety or the Landlord;

2.1.6 any liquidation administration or bankruptcy of the Tenant or the Surety; and

2.1.7 any other act omission matter or thing whatsoever whereby but for this provision the Surety would be released

2.2 The Surety shall not be entitled to participate in or be subrogated to any security held by the Landlord in respect of the Tenant's obligations or otherwise to stand in the place of the Landlord in respect of any such security

2.3 The Surety hereby waives any right to require the Landlord to pursue against the Tenant any rights which may be available to the Landlord before proceeding against the Surety

IN WITNESS etc

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PGH1-291

EXECUTED as a Deed by)
CARNELL MOTORCYCLES LIMITED)
whose COMMON SEAL was)
hereunto affixed in the presence of:

Director

Secretary

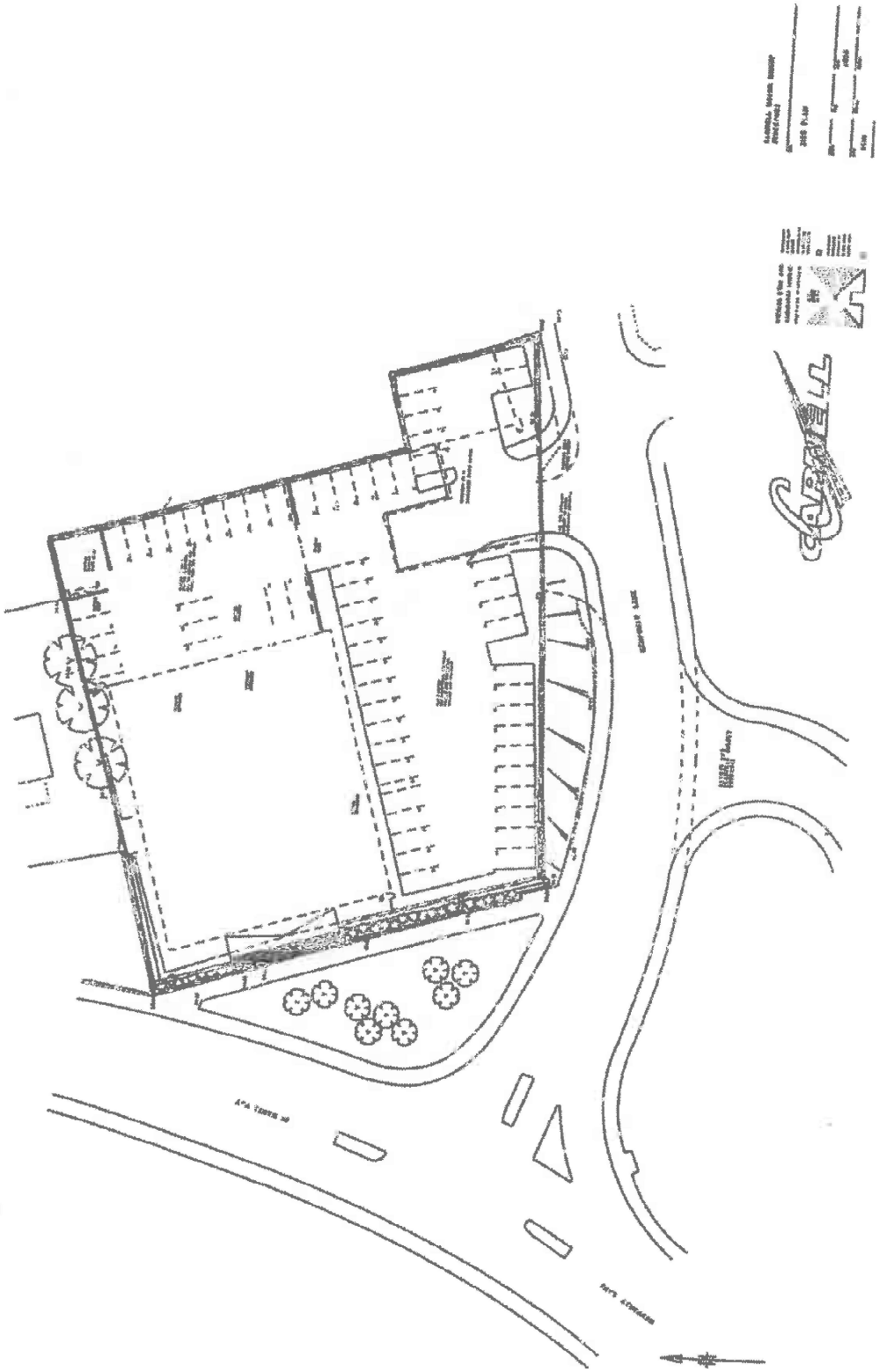
EXECUTED as a Deed by)
DIXON MOTORS PLC)
whose COMMON SEAL was)
hereunto affixed in the presence of:)

Director

Secretary

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DIXON MOTORS PLC
TENANTS FIXTURES & FITTINGS

HEMPSHAW LANE, STOCKPORT
CARNELL MOTORCYCLES

NO	FIXTURE/FITTING	TENANT	LANDLORD
2	200 Gallons Double Skinned Oil Tanks c/w Frame	•	
2	Lubrication Package c/w	•	
	3 x Oil Reels/Hose End Meters	•	
	1 x Wall Mounted Oil Pump	•	
1	Waste Oil Drainer	•	
1	Mark RFC 7/8 Silenced Screw Compressor c/w	•	
	Vertical Air Receiver	•	
6	Balco Hydraulic Motor Cycle Lifts	•	
1	Balco MOT Package c/w	•	
	Brake Tester	•	
	Headlamp Tester	•	
	Weighing Scales	•	
1	Balco Wheel Service Package c/w	•	
	B911 Wheel Balancer	•	
	T50 Tyre Changer	•	
1	Exhaust Extraction System c/w		•
	5 Extraction Points		•
	1 x High Level Fan		•
3	5' Workbenches/5" vices	•	
	Music/PA/Video/Satelite Systems	•	
	Vending Machines	•	
	Parts Racking	•	
	Time Clocks	•	
	Showroom/Workshop Signage	•	
	Promotional Banners	•	
	Office/Showroom/Workshop Furnishings	•	
	Internal Signage	•	
	Internal Promotional Systems/Promotional Units	•	
	Coffee Machines/Refreshment Bars	•	
	Refrigerators	•	
	Microwaves	•	
	Ovens	•	
	Loose Carpets/Mats	•	
	Wheel Display Units	•	
	Parts Display Racking	•	
	Clothing Display/Racking and Shop Fitting (inc. Suspended Ceiling)	•	
	Helmet Display and Racking	•	
	All Stocks and Parts	•	
	All Tools and Tooling Equipment	•	
	All Computer and Associated Systems	•	
	Telecom Systems	•	
	Fax/Modem Systems	•	
	Photocopiers	•	

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Stockport (Cont..)

	Negotiators Sales Modules	•	
	Motorcycle Display Units	•	
	Video Machines and Screen	•	
	Simulated Motorcycle Equipment/Games	•	
	Security Grilles/Storage	•	
	External Seating	•	
	Air Conditioning/Cooling Units - non heating units external wall hung and Compressors - heating units integral cassettes	•	•
	Blinds and Screens	•	
	Alarm Systems Circuit Wiring	•	•
	Security Tagging System	•	
	Suspended Ceilings within Offices		•

NB:

1) Where any showroom lighting is removed by third party owner, the tenant is responsible for providing substitute lighting to an acceptable standard.

2) All items not mentioned above like general lighting heating floor coverings etc., are deemed landlord fixtures and fittings.

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STOCKPORT - CARNELL MOTORCYCLES

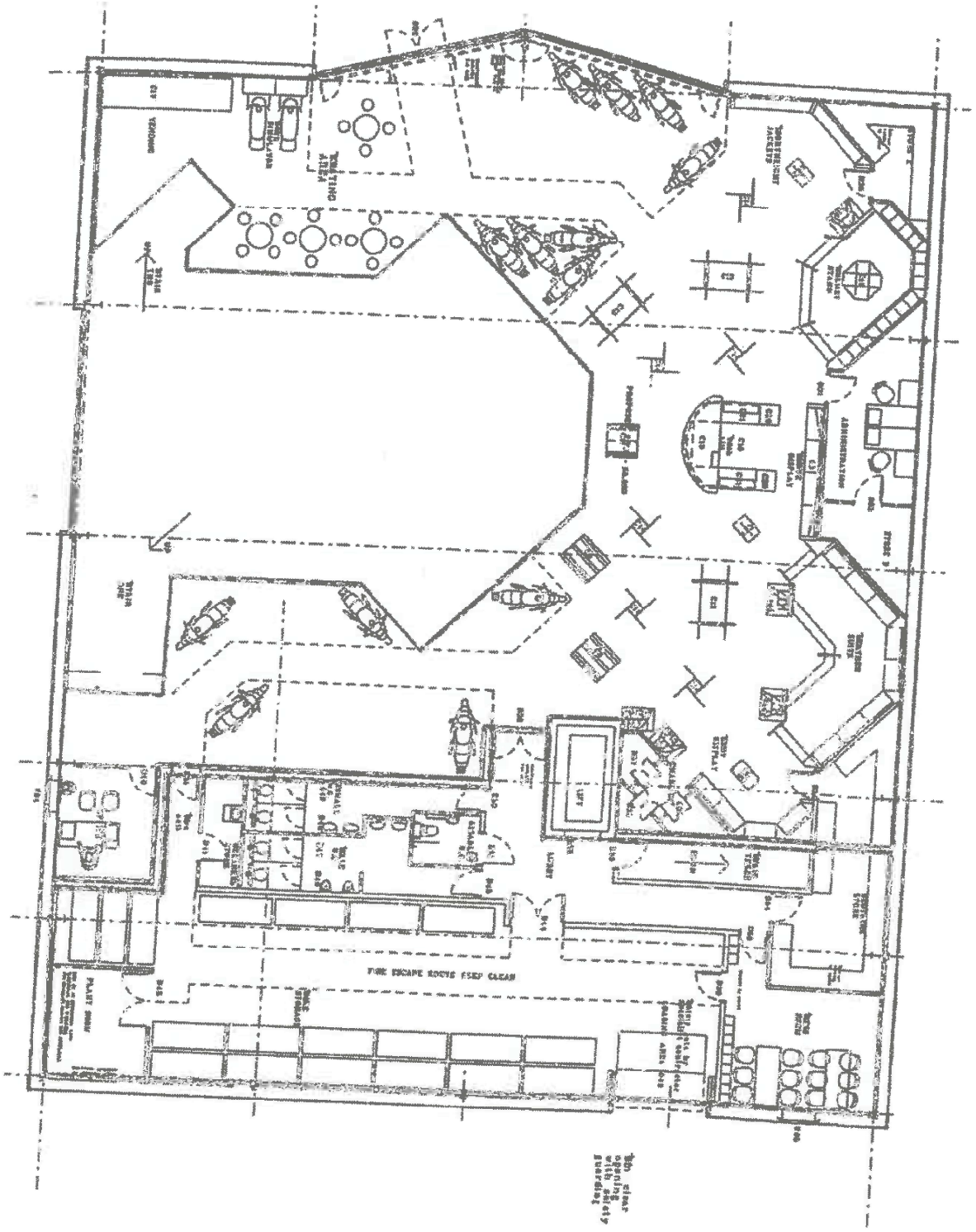
SCHEDULE OF AREAS

DIXON MOTORS PORTFOLIO AND DELANCEY ESTATES

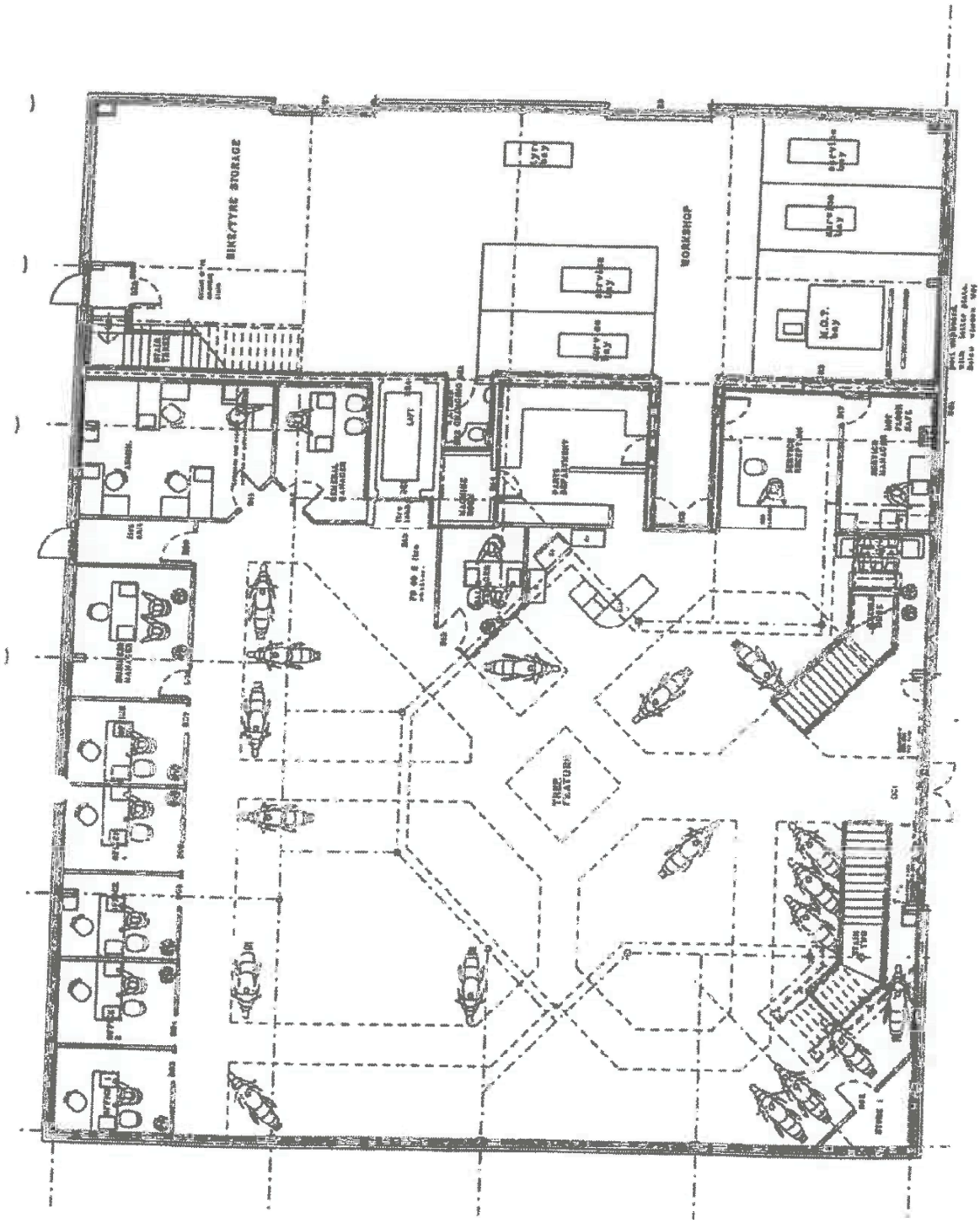
PLEASE SEE ATTACHED PLANS - AGREED 17.07.98

	SQ.M.	SQ.FT.
Ground Floor		
Showroom Offices (Edged Red)	569.4	6,129
Workshops (Edged Blue)	209.45	2,254
First Floor		
Showroom\Offices (Edged Red)	391.36	4,213
Workshops (Edged Blue)	222.89	2,399
TOTAL	1,393.1	14,995

NB: PARTS DEPT - (Gr.Flr.) included within sales\showroom area



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Cancellation of entries relating to a registered charge

This form should be accompanied by either Form AP1 or Form DS2

HM Land Registry

DS1

(If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Title Number(s) of the Property MS397425

2. Property Land on the East Side of Derby Road and North Side of Sandhills Lane, Liverpool

3. Date 13th February 2001

4. Date of charge 22 March 1999

5. Lender Deutsche Hypothekenbank (Actien Gesellschaft)
Care of Stephenson Harwood
One St Pauls Churchyard
London, EC4M 8SH

6. The Lender acknowledges that the property is no longer charged as security for the payment of sums due under the charge.

7. Date of Land Registry facility letter *(if any)*

8. *To be executed as a deed by the lender or in accordance with the above facility letter.*
Signed as a Deed on behalf of Deutsche Hypothekenbank (Actien Gesellschaft), a company incorporated in Germany, by [redacted] and Dr. [redacted]

, being persons who, in accordance with the laws of that territory, are acting under the authority of the Company :

[redacted]

.....

.....

Lawtext International 2/98 Crown copyright (ref: LR/SC3) *(Introduced 4/98)*

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Annexure 2

Deed of Variation

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DATED 13th February 2001

(1) DIXON DELANCEY (STOCKPORT) LIMITED

- and -

(2) CARNELL MOTORCYCLES LIMITED

- and -

(3) DIXON MOTORS PLC

DEED OF VARIATION

relating to premises at
Hempshaw Lane Stockport

E R
H.M. LAND REGISTRY
TITLE No. GM768827
NOTICE REGISTd.

Teacher Stern Selby
37-41 Bedford Row
London WC1R 4JH

Telephone: 0171-242-3191
Facsimile: 0171-242-1156

Doc Ref: Dixon-DOV/-st/ELANA

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THIS DEED is made the 13th day of February 2001

BETWEEN

(1) **DIXON DELANCEY (STOCKPORT) LIMITED** whose registered office is at Imperial Garage Clarence Street Kingston-upon-Hull HU9 1DW ("the Landlord") which expression where the context admits includes the estate owner for the time being entitled to the reversion immediately expectant on the term granted by the Lease); **AND**

(2) **CARNELL MOTORCYCLES LIMITED** whose registered office is at Imperial Garage Clarence Street Kingston-upon-Hull HU9 1DW ("the Tenant") which expression where the context admits includes its successors in title); and

(3) **DIXON MOTORS PLC** who registered office is at Imperial Garage Clarence Street Kingston-upon-Hull HU9 1DW ("the Surety")

WITNESSETH as follows:-

1. **DEFINITIONS**

In this Deed where the context admits the following expression shall have the following meanings:-

"Lease"	a lease dated 3rd February 1999 and made between (1) the Landlord and (2) the Tenant and (3) the Surety
"Premises"	as all those premises known as land and buildings at Hempshaw Lane Stockport as more particularly described in the Lease

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"Term" the term granted by the Lease

2. RECITALS

2.1 This deed is supplemental to the Lease by which the Premises were demised for the Term subject to the payment of the rents reserved by and the observance and performance of the covenants on the lessee's part and the conditions contained in the Lease

2.2 The Landlord and the Tenant and the Surety have agreed that the Lease shall be varied on the terms hereinafter mentioned

3. VARIATION

3.1 The Landlord and the Tenant and the Surety agree that the Lease shall be varied with effect from the date hereof as follows:-

3.1.1 In Clause 2.1 of the Lease the words "and for the remainder of the Term the yearly rent shall from time to time be payable in accordance with the provisions of the Second Schedule" shall be deleted and the following words substituted:-

"and for the remainder of the Term the yearly rents as set forth in the Second Schedule"

3.1.2 The Second Schedule of the Lease shall be deleted and a revised Second Schedule shall be incorporated as follows:-

"THE SECOND SCHEDULE

(a) for the period from 3rd February 2009 until 2nd February 2014 the yearly rent shall be £121,716.00

(b) for the period from 3rd February 2014 until 2nd February 2019 the yearly rent shall be £141,102.00

(c) for the period from 3rd February 2019 until 2nd February 2024 the year rent shall be £163,576.00

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(d) for the period from 3rd February 2024 until 1st February 2029 the yearly rent shall be £189,630.00

4. MEMORANDUM

The Tenant and the Landlord and the Surety confirm that the covenants and conditions contained in the Lease (as varied by this Deed) shall continue in full force and effect and save as expressly varied by this Deed the Terms of the Lease shall remain in full force and effect

IN WITNESS whereof this document has been duly executed as a Deed and has been delivered on the date which appears first on page 1

Executed as a **DEED** by)
DIXON DELANCEY)
(STOCKPORT) LIMITED)
acting by a)

[redacted]

Director

Director/~~Secretary~~

Executed as a **DEED** by)
CARNELL MOTOR CYCLES)
LIMITED acting by a)

[redacted]

Director

Director/~~Secretary~~

Executed as a **DEED** by)
DIXONS MOTORS PLC)
acting by a)

[redacted]

Director

Director/~~Secretary~~

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

Official copy of register of title

Title number MAN202835 | Edition date 22.12.2015

- This official copy shows the entries on the register of title on 15 MAY 2026 at 16:46:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 Jun 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : STOCKPORT

1 (21.12.2012) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Victoria Works, Hempshaw Lane, Stockport.

2 (21.12.2012) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 30 November 2012
Term : Beginning on and including 30 November 2012 and ending on and including 1 February 2029
Parties : (1) Riossi Limited
(2) Pure Gym Limited

3 (21.12.2012) The Lease prohibits or restricts alienation.

4 (21.12.2012) The landlord's title is registered.

5 (22.12.2015) By a Deed dated 7 December 2015 made between (1) Jupiter Tradeco Ltd and (2) Pure Gym Limited the terms of the registered lease were varied.

NOTE: The proprietor of the registered charge dated 30 September 2014 of the landlords title number MAN70336 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2:-Copy Deed filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (21.12.2012) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 6690189) of

B: Proprietorship Register continued

The Hutts, Grewelthorpe, Ripon, North Yorkshire HG4 3DA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (21.12.2012) The land is subject to the rights reserved by the registered lease.

2 (21.12.2012) The land tinted pink on the title plan and other land is subject to a yearly rentcharge of £12.17s.3d. created by a Conveyance of the freehold estate thereof dated 25 April 1860 made between (1) John Read and (2) William Barnsley.

The said Deed also contains covenants.

NOTE: Copy filed under GM768827

By a Conveyance dated 27 January 1987 made between (1) Bell & Co. PLC (2) National Westminster Bank PLC and (3) The Metropolitan Borough Council of Stockport this rentcharge became payable exclusively out of the freehold estate in the land tinted pink on the title plan in informal exoneration of other land affected thereby.

3 (21.12.2012) The land tinted blue on the title plan with other land is subject to a yearly rentcharge of £8.8s.7d. created by a Conveyance of the freehold estate thereof dated 25 August 1875 made between (1) John Read and (2) Henry Bell Thomas Fearn and George Fearn.

The said Deed also contains covenants.

NOTE: Copy filed under GM768827

By a Conveyance dated 27 January 1987 made between (1) Bell & Co. PLC (2) National Westminster Bank PLC and (3) The Metropolitan Borough Council of Stockport this rentcharge became payable exclusively out of the freehold estate of the land tinted blue on the title plan in informal exoneration of other land affected thereby.

4 (21.12.2012) The land is subject to the lease set out in the schedule of leases hereto.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	31.03.2003	Land at Hempshaw Lane	28.11.2003 From 28.11.2003 until 31.01.2029	GM949602

End of register

These are the notes referred to on the following official copy

Title Number MAN260611

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 7th December 2015

CAR PARKING LEASE

between

THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT

and

PURE GYM LIMITED

Council Solicitor
Town Hall
Stockport
(Ref: CAL/18126)

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PRESCRIBED CLAUSES

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

LR1. Date of lease

7th December 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM470311

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Metropolitan Borough Council of Stockport

Town Hall, Stockport, Greater Manchester, SK1 3XE

Tenant

Pure Gym Limited (Co. Regn. No. 06690189)

Town Centre House, Merrion Centre, Leeds, LS2 8LY

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Car Park" in clause [illegible] of this lease

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LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None

LR5.2 This lease is made under, or by reference to, provisions of:

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause [redacted] in the definition of "Term"

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

This official copy is incomplete without the preceding notes page.

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None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause of this lease

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause of this lease

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

This official copy is incomplete without the preceding notes page.

THIS LEASE is dated 7th December 2015

PARTIES

(1) **The Metropolitan Borough Council of Stockport** of Town Hall, Stockport, SK1 3XE **(Landlord)**.

(2) **Pure Gym Limited** incorporated and registered in England and Wales with company number 06690189 whose registered office is at Town Centre House, Merrion Centre, Leeds LS2 8LY **(Tenant)**.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency: (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or

(b) the making of an administration order in relation to the Tenant or any guarantor; or

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or

(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(f) the making of a winding-up order in respect of the Tenant or any guarantor; or

(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

(i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships

This official copy is incomplete without the preceding notes page.

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Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Base RPI Month: July 2015

Break Date: 30 November 2022

Car(s): taxed and roadworthy motor car **OR** van which belongs to the Tenant, or an employee or customer of the Tenant.

Car Park: the car park shown edged red on the Plan.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Interest Rate: the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: the parking of up to and including 26 Cars for the business purposes of the Tenant (but not for a taxi or hire business) for 24/7 365 days a year.

Plan: the plan attached to this lease.

RPI: the Retail Prices Index or any official index replacing it.

Rent: rent at the initial amount of £15,000 per annum and then as revised pursuant to this lease.

Rent Commencement Date: the date of this lease.

Rent Payment Dates: first day of each calendar month

Reservations: the rights and reservations granted to the Landlord, its agents, contractors and workmen in clause 4.

Review Date: every fifth anniversary of the date of this lease.

Rights: the rights granted to the Tenant in clause 3.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a term of 15 years commencing on, and including, the date of this lease.

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VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 Unless the context otherwise requires, references to the **Car Park** are to the whole and any part of it.

1.5 A reference to the **end of the Term** is to the end of the Term however it ends.

1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.10 Any obligation on a person to do something includes an obligation to ensure that any person under its control complies with that obligation.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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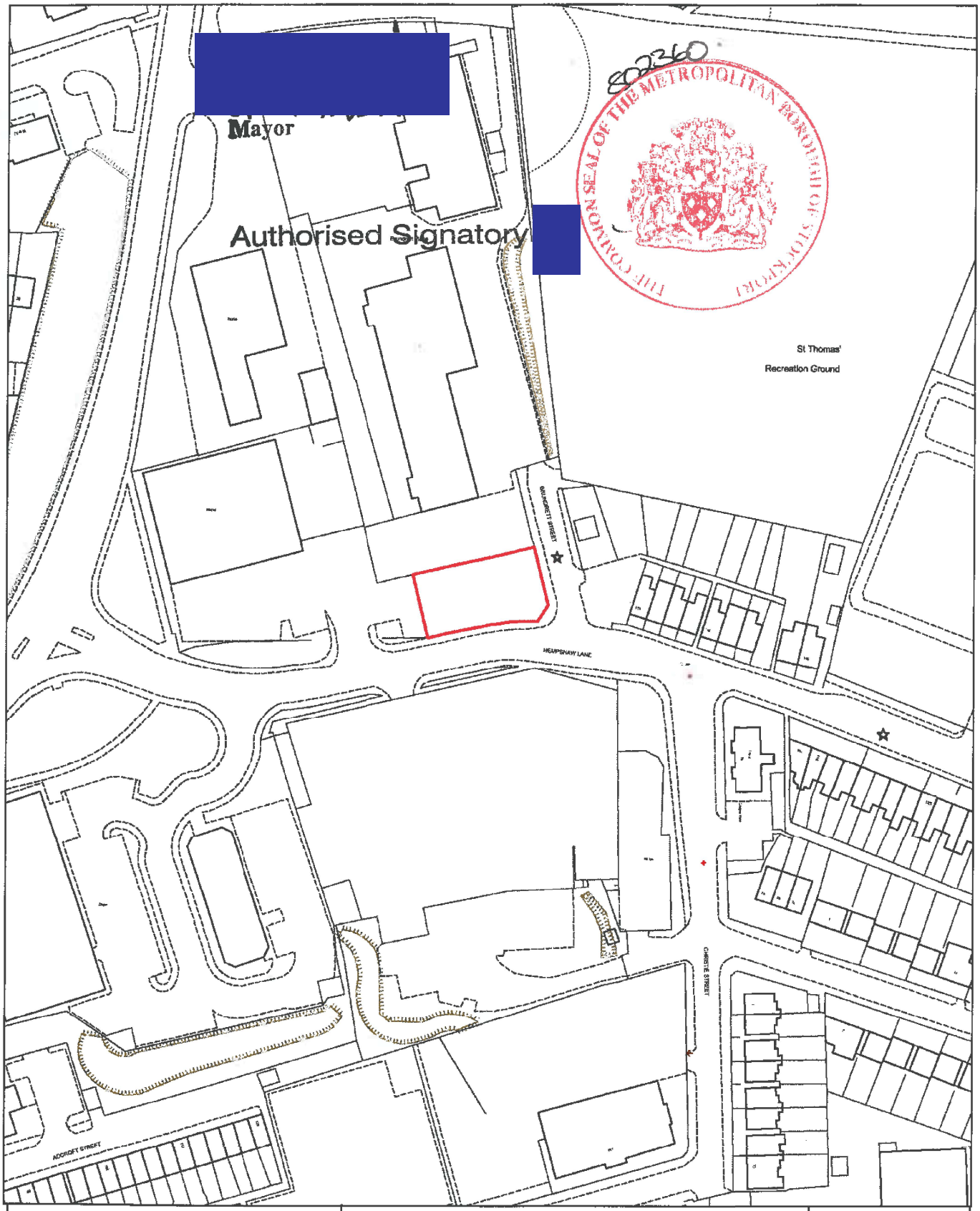
[redacted]

Mayor

Authorised Signatory [redacted]

80360

THE COMMON SEAL OF THE METROPOLITAN BOROUGH OF STOCKPORT



carillion

Carillion Property Services Stockport
Stopford House 2nd Floor
Piccadilly, Stockport, SK1 3XE

Carillion PLC
Tel No. 0161 217 6900

N
W E
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Title: Hempshaw Lane, Offerton

Date: 18/12/2014 | **Scale: 1:1250**

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1.12 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.13 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

2.1 The Landlord lets the Car Park to the Tenant for the Term.

2.2 The grant is made, excepting and reserving to the Landlord the Reservations, and subject to all rights, restrictions and covenants affecting the Car Park including the matters referred to at the date of this lease in registers of title number GM470311 insofar as they relate to the Car Park.

2.3 The grant is made with the Tenant paying to the Landlord as rent, the Rent and all VAT in respect of it, and all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following rights (the **Rights**):

(a) the right to use and to connect into any Service Media at the Car Park that belong to the Landlord and serve (but do not form part of) the Car Park which are in existence at the date of this lease or are installed or constructed during the period of the Term; and

(b) the right to enter any neighbouring property of the Landlord so far as is reasonably necessary to carry out any works to the Car Park required or permitted by this lease.

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3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Car Park and the Tenant's use thereof.

3.4 In exercising the Right mentioned in clause 3.1(b), the Tenant shall:

(a) except in case of emergency, give reasonable notice to the Landlord of its intention to exercise that Right;

(b) cause as little damage as possible to any property belonging to or used by the Landlord;

(c) cause as little inconvenience as possible to the Landlord as is reasonably practicable; and

(d) promptly make good (to the reasonable satisfaction of the Landlord) any damage caused or to any property belonging to or used by the Landlord by reason of the Tenant exercising that Right.

3.5 Except as mentioned in this clause neither the grant of this lease nor anything in it confers any right over the Car Park or any other property or is to be taken to show that the Tenant may have any right over the Car Park or any other property, and section 62 of the LPA 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 On giving the Tenant at least four weeks prior written notice, the right to suspend the use of the Car Park or parts thereof for so long as is reasonably necessary for the purposes of installing, constructing, repairing, maintaining, re-routing or replacing any Service Media under or on the Car Park (whether or not such Service Media also serve the Car Park) and to connect into and use such Service Media.

4.2 The Landlord reserves the right to enter the Car Park for any purpose mentioned in this lease or connected with it at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.4 If the reserved right at clause 4.1 is exercised then during the period during which the use of the Car Park is suspended the obligation on the Tenant to pay the Rent shall be

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suspended or a fair proportion of it according to the nature and extent that the Tenant is unable to use it whilst the works in 4.1 are being carried out until such time as the Tenant is permitted to resume use of the Car Park for the Permitted Use.

5. PAYMENT OF THE RENT

5.1 Subject to clause 5.2, the Tenant shall pay the Rent and any VAT in respect of it by twelve equal instalments in advance on the Rent Payment Days.

5.2 The first instalment of the Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date and ending on the day before the next Rent Payment Date.

5.3 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

5.4 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the rate of 4% per annum above the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from (and including) the due date to and including the date of payment.

5.5 The Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

6. RENT REVIEW

6.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 6.10.

6.2 The Rent shall be reviewed on each Review Date to equal the Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause, capped at 5% each review.

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6.3 The indexed rent for a Review Date shall be determined by multiplying the rent payable at the date of the relevant Review Date by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

6.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated. If the revised Rent has not been calculated by the Landlord and notified to the Tenant at least ten working days before a Review Date the Tenant may calculate the indexed rent and give the Landlord written notice of the indexed rent figure.

6.5 The Rent payable from and including that Review Date shall continue at the rate payable immediately before that Review Date. No later than ten working days after the revised Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

(a) the shortfall (if any) between the amount that it has paid for the period from and including the Review Date until the Rent Payment Date following the date of notification of the revised Rent and the amount that would have been payable had the revised Rent been notified at least ten working days before that Review Date; and

(b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been notified at least ten working days before that Review Date and the date payment is received by the Landlord.

6.6 Time shall not be of the essence for the purposes of this clause.

6.7 Subject to clause 6.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of any such change.

6.8 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Rent if either:

(a) the Landlord or the Tenant reasonably believes that any change referred to in clause 6.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 6, and has given notice to the other party of this belief; or

(b) it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 6.

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This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Rent, the Surveyor shall determine an alternative mechanism.

6.9 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

(a) where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this clause 6; or

(b) where the Landlord and the Tenant fail to reach agreement under clause 6.8.

The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

6.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

6.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

6.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

6.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

(a) dies;

(b) becomes unwilling or incapable of acting; or

(c) unreasonably delays in making any determination.

Clause 6.10 shall then apply in relation to the appointment of a replacement.

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6.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

7. INSURANCE

The Tenant shall keep the Car Park insured against loss or damage by fire and such other risks as it reasonably considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Tenant. The Tenant shall inform the Landlord of the relevant terms of the insurance policy.

8. COSTS

8.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Term) in connection with or in contemplation of any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice in connection with this lease under section 146 of the Law of Property Act 1925 or taking any proceedings under that section, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

(c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease during the Term or within 3 months of the end of the Term; or

(e) any consent or approval applied for under this lease, whether or not it is granted.

8.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

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9. PROHIBITION ON DEALINGS

9.1 Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Car Park or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Car Park in favour of any third party.

9.2 The Tenant shall not allow any other person to use the Car Park except employees visitors and members to the Tenant.

10. ASSIGNMENTS

10.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

10.2 The Tenant shall not assign part only of this lease.

10.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

(a) a condition that the assignor enters into an authorised guarantee agreement which:

(i) is in respect of all the tenant covenants of this lease;

(ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

(iii) imposes principal debtor liability on the assignor;

(iv) requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Term; and

(v) is otherwise in a form reasonably required by the Landlord;

(b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.

10.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

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(a) the Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied; and

(b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

10.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

11. REPAIR

The Tenant shall keep the Car Park clean, tidy and clear of rubbish and shall not cause any damage to it, and shall make good any damage caused to the Car Park by any act or omission of the Tenant or any person under the control of the Tenant.

12. ALTERATIONS

12.1 The Tenant shall not make any alterations or additions to, or build any structure on, the Car Park other than the installation of a bollard or parking post approved by the Landlord, such approval not to be unreasonably withheld or delayed and all Necessary Consents.

12.2 The Tenant shall not attach any sign, poster or advertisement to the Car Park other than its nationally adopted signage, subject to the Landlord's prior written consent.

13. USE

13.1 The Tenant shall not use the Car Park for any purpose except the Permitted Use.

13.2 The Tenant shall not use the Car Park, or exercise any of the Rights:

(a) for any illegal purpose; or

(b) for the carrying out or permitting the carrying out of any trade profession or employment on the Car Park; or

(c) for the carrying out or permitting the carrying out of any repairs or mobile valetting on the Car Park; or

(d) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, or any owner or occupier of any other property; or

(e) in any way that would vitiate the Tenant's insurance of the Car Park whether in whole or in part; or

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(f) in a manner that interferes with any right, restriction or covenant subject to which this lease is granted.

13.3 The Tenant shall not fill the fuel tanks of any Car on the Car Park.

13.4 The Tenant shall not take into or keep on or in the Car Park any motor fuel or any other inflammable liquid or substance except that already within the fuel tank or engine of a Car parked in the Car Park.

13.5 The Tenant shall not obstruct any of the entrances to or exits from the Car Park or any parking spaces in the Car Park.

13.6 The Tenant shall not do anything that will or might constitute a breach of any Necessary Consents affecting the Car Park, or any statutory provision, regulation or bye-law made by a Competent Authority with regard to the parking or use of motor vehicles.

14. ENCROACHMENTS, NOTICES AND COMMUNICATIONS

14.1 Within five working days after receipt of any notice or other communication affecting the Car Park the Tenant shall send a copy of the relevant document to the Landlord.

14.2 If a third party makes or attempts to make any encroachment over the Car Park or takes any action by which a right may be acquired, the Tenant shall:

(a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

(b) take all steps (including any proceedings) the Landlord reasonably requires to prevent that encroachment or action.

15. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Car Park with its actual or implied authority.

16. RETURNING THE CAR PARK TO THE LANDLORD

16.1 At the end of the Term, the Tenant shall return the Car Park to the Landlord in a clean and tidy condition and shall remove all Cars, and any other property from the Car

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Park and make good any damage caused to the Car Park to the Landlord's reasonable satisfaction.

16.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any items which have been left by the Tenant on the Car Park for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

16.3 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove any entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

17. COMPLIANCE WITH LAWS

17.1 The Tenant shall comply with all laws relating to:

(a) the Car Park and the occupation and use of the Car Park by the Tenant;

(b) the use or operation of all Service Media and machinery and equipment at or serving the Car Park whether or not used or operated and shall where necessary replace or convert such Service Media within or exclusively serving the Car Park so that it is capable of lawful use or operation;

(c) any works carried out at the Car Park; and

(d) all materials kept at or disposed from the Car Park.

17.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Car Park whether by the owner or the occupier.

17.3 Within five working days after receipt of any notice or other communication affecting the Car Park (and whether or not served pursuant to any law) the Tenant shall:

(a) send a copy of the relevant document to the Landlord; and

(b) in so far as it relates to the Car Park, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

17.4 The Tenant shall not apply for any planning permission for the Car Park.

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17.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.

17.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the obligations of the Landlord under the CDM Regulations.

17.7 As soon as the Tenant becomes aware of any defect in the Car Park, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Car Park by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

18. COVENANT FOR QUIET ENJOYMENT FOR THE LANDLORD

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Car Park without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

19. RE-ENTRY AND FORFEITURE

19.1 The Landlord may re-enter the Car Park (or any part of the Car Park in the name of the whole) at any time after any of the following occurs:

(a) any rent is unpaid 28 days after becoming payable whether it has been formally demanded or not;

(b) any material breach of any condition of, or tenant covenant, in this lease;

(c) an Act of Insolvency.

19.2 If the Landlord re-enters the Car Park (or any part of the Car Park in the name of the whole) pursuant to this clause 19, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

20. JOINT AND SEVERAL LIABILITY

20.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

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20.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

20.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

20.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

21. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

21.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

21.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's solicitor has given to any written enquiries raised by Tenant's solicitor before the date of this lease.

21.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. NOTICES, CONSENTS AND APPROVALS

22.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

(a) in writing and for the purposes of this clause an email is not in writing; or

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; and

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(ii) where served on the Landlord marked for the attention of the Head of Estate and Asset Management.

22.2 If a notice complies with the criteria in clause 22.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

22.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case,

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

22.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

22.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

23. TENANT BREAK

23.1 The Tenant may terminate this lease on the Break Date by serving a written notice on the Landlord at least 6 months before the Break Date.

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23.2 A notice served by the Tenant shall be of no effect if, at the relevant Break Date stated in the notice:

23.3 the Tenant has not paid any part of the Rent, or any VAT in respect of it, which was due to have been paid; or

23.4 vacant possession of the whole of the Car Park is not given; or

23.5 there is a material breach of any tenant covenants of this lease relating to the state of repair and condition of the Car Park.

23.6 Following service of the notice in accordance with clause 23.1 above this lease shall terminate.

23.7 Termination of the lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

23.8 Within 14 days after the Break Date the Landlord shall refund to the Tenant for any monies paid to the Landlord under the terms of this lease for the period beyond the Break Date.

24. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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27. LOCAL GOVERNMENT ACT 1972

The Landlord hereby declares that this lease is granted in accordance with the provisions of the Local Government Act 1972.

28. LANDLORD/LOCAL AUTHORITY FUNCTIONS

For the avoidance of doubt, nothing herein contained or implied shall prejudice or affect any of the Landlord's rights, powers, duties and obligations in the exercise of its functions as a local authority and under all public and private statues, bylaws, orders and regulations and other laws which may be fully exercised in relation to the Car Park and the Tenant's occupation thereof as if The Metropolitan Borough Council of Stockport were not the Landlord of the Car Park and the lease had not been entered into.

This document has been executed both as an agreement and as a deed, and is delivered and takes effect on the date stated at the beginning of it.

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THE COMMON SEAL of THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT was hereunto affixed in the presence of:

[redacted]

Mayor

[redacted]

Authorised Signatory

Executed as a deed by
PURE GYM LIMITED acting by
A director in the presence of:

[redacted]

Director

[redacted]

Signature of Witness

Name of Witness

S[redacted]

[redacted]

Address of Witness

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PGH1-333

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number MAN260611 | Edition date 15.12.2015

- This official copy shows the entries on the register of title on 11 JUN 2026 at 17:32:29.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 Jun 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : STOCKPORT

1 (15.12.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Car Park, Hempshaw Lane, Stockport.

2 (15.12.2015) The mines and minerals are excepted.

3 (15.12.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 7 December 2015
Term : 15 years commencing on and including 7 Decmeber 2015
Parties : (1) The Metropolitan Borough Council Of Stockport
(2) Pure Gym Limited

4 (15.12.2015) The Lease prohibits or restricts alienation.

5 (15.12.2015) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (15.12.2015) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (15.12.2015) The land tinted pink on the title plan became vested in

C: Charges Register continued

the Metropolitan Borough Council of Stockport by a Deed Poll dated 22 April 1988 executed pursuant to the provisions of the Compulsory Purchase Act 1965 and no documents of the earlier title have been produced to the Land Registry. The land is accordingly subject to such restrictive covenants rentcharges and easements in addition to those mentioned above as may have been imposed thereon prior to 22 April 1988 and are still subsisting and enforceable.

2 (15.12.2015) The land is subject to any rights that are reserved by the registered lease dated 7 December 2015 and affect the registered land.

End of register

Sports Facility
M 60
M 60
VICTORIA AVENUE EAST
VICTORIA AVENUE
CARVILLE ROAD
CARVILLE ROAD
CHENDRE ROAD
NORTHWOLD DRIVE
Gantry
Def
FP
Boro Const & Hist Dist Bdy
El Sub Sta
Shelter
LT
1 to 50
1 to 94
104.9m
104.8m
100m
50m

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Gantry
1 to 50
261
104.9m
El Sub Sta
Sports Facility
VICTORIA AVE
392
384
376
37
1
374
27
369
21
364
21

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These are the notes referred to on the following official copy

Title Number MAN200275

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

SEQ14

COPY

DATED 5 OCTOBER 2012

LEASE

relating to

LAND ON THE NORTH EAST SIDE OF

VICTORIA AVENUE, EAST MOSTON

between

WAYLON LIMITED

and

PURE GYM LIMITED

BPE Solicitors LLP
WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
BPE SOLICITORS LLP
ST JAMES' HOUSE, ST JAMES' SQUARE
CHELTENHAM
29/10/12

This official copy is incomplete without the preceding notes page.

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PRESCRIBED CLAUSES

LR1. Date of lease 5 OCTOBER **2012**

LR2. Title number(s)

LR2.1 Landlord's title number **GM844326**

LR2.2 Other title numbers **None**

LR3. Parties to this lease

Landlord

WAYLON LIMITED (incorporated in the Isle of Man)

c/o Kleinwort Benson, St George's Court, Upper Church Street, Douglas IM99 1RB Isle of Man

Tenant

PURE GYM LIMITTED

The Hutts, Grewelthorpe, Ripon, HG4 3DA

06690189

Other parties **None**

Guarantor **None**

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

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LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. *Restrictive covenants given in this lease by the Landlord in respect of land other than the Property*

None.

LR11. *Easements*

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable

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THIS LEASE is dated 2012

PARTIES

(1) WAYLON LIMITED incorporated and registered in Isle of Man whose registered office is at ~~c/o Kleinwort Benson~~, St George's Court, Upper Church Street, Douglas IM99 1RB Isle of Man (**Landlord**).

(2) PURE GYM LIMITED incorporated and registered in England and Wales with company number 066901809 whose registered office is at The Hutts, Grewelthorpe, Ripon, HG4 3DA (**Tenant**).

AGREED TERMS

1. **INTERPRETATION**

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or

(b) the making of an administration order in relation to the Tenant or any guarantor; or

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or

(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(f) the making of a winding-up order in respect of the Tenant or any guarantor; or

(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or

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(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

(i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: means rent at an initial rate of £152,500 per annum from the date hereof until expiry of the second year; £157,500 for the third year and increasing to £162,500 for the fourth year until the first Rent Review Date.

Break Date: 5 OCTOBER 2022

Break Notice: written notice to terminate this Lease on the Break Date.

Contractual Term: a term of years beginning on, and including the date of this lease and ending on, and including 4 OCTOBER 2027.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 25 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 30 of the Building Regulations 2010.

Energy Performance Certificate: a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 29 of the Building Regulations 2010.

Estate: mean the estate of which the Landlord's Property forms part as shown edged in blue on Plan B.

Head Lease: means the Lease of the Property dated 15 May 2000 made between (1) J F Finnegan Limited and (2) Fitness First Clubs Limited

Index: means all the Items Retail Prices Index published by the Office for National Statistics or any successor Ministry or Department.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

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(a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;

(b) loss of Annual Rent of the Property for three years; and

(c) any insurance premium tax payable on the above.

Insured Risk: means any one or more risks where loss or damage caused in whole or in part by the same is not the subject of insurance cover by the Landlord (because insurance against such risks or against particular events giving rise to a claim thereunder is not then generally available on normal commercial terms).

Interest Rate: interest at the base rate from time to time of The Royal Bank of Scotland PLC, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Parts: such part or parts of the Property as the Landlord acting reasonably shall specify in writing as being capable of being underlet subject always to there being no more than 2 separate occupations (including the occupation of the Tenant itself) subsisting at any one time.

Permitted Use: for the purposes of a Health and Fitness Facility within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted such use permitted for 24 hours a day 7 days a week 365 days of the year.

Plan A; the plan attached to this Lease and marked Plan A

Plan B: the plan attached to this Lease and marked Plan B

Property: the land and building on the North East Side of Victoria Avenue East, Moston as shown edged red on the attached plan marked Plan A.

Recommendation Report: the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, including a report issued by an Energy Assessor for the purposes of regulation 29(5) of the Building Regulations 2010 or regulation 20(1) of the Building (Approved Inspectors etc.) Regulations 2010.

Rent Commencement Date: the date hereof

Rent Payment Dates: the 1st of every month.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

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Review Date: 5 OCTOBER 2017 and every fifth anniversary of that date.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Tenant's Works: means the works to be carried out by the Tenant details of which are set out in the specification and drawings attached to this Lease in Schedule 2.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title number GM844326.

Uninsured Risks: means any one or more risks where loss or damage caused in whole or in part by the same is not the subject of insurance cover by the Landlord (because insurance against such risks or against particular events giving rise to a claim thereunder is not then generally available on normal commercial terms)

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

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1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.

1.8 A reference to the **end of the term** is to the end of the term however it ends.

1.9 References to the ***consent*** of the Landlord are to the consent of the Landlord given in accordance with clause 40.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.

1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.

1.15 A **person** includes a corporate or unincorporated body.

1.16 References to **writing** and **written** do not include faxes or email.

1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

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1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4 and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent and all VAT in respect of it,

(b) the Insurance Rent; and

(c) all interest payable under this lease; and

(d) all other sums due under this lease.

2.4 The Landlord hereby grants consent for the Tenant to carry out the Tenant's Works, details of which are attached to Schedule 2

3. ANCILLARY RIGHTS

3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease save the right, insofar as the Landlord is able to grant the same, all those rights granted under the Head Lease..

4. RIGHTS EXCEPTED AND RESERVED

4.1 The Landlord reserves the right to enter the Property:

(a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

(b) for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Landlord's interest in the Property.

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4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

(a) physical damage to the Property; or

(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

4.5 The Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this Lease:

(a) to give reasonable notice (being at least forty eight hours except in case of emergency) of the requirement to enter the Property;

(b) to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

(c) to make good all damage caused to the Property or the Tenant's trade fittings and stock;

(d) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

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5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method (other than direct debit) that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

7. REVIEW OF THE ANNUAL RENT

7.1 The amount of Annual Rent shall be reviewed on each Review Date in accordance with the formula set out in the Schedule annexed.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord acting reasonably considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

(a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

(b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall pay to the Landlord on demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

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(c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once in any 3 year period.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

8.4 The Tenant shall:

(a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;

(b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

(c) comply at all times with the requirements of the insurers relating to the Property;

(d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;

(e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

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This official copy is incomplete without the preceding notes page.

(a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or

(c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7.

8.6 If the Property is damaged or destroyed by the Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord considers acting reasonably that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.8 If, following damage to or destruction to the Property, the Property has not been reinstated within 3 years the Tenant may serve notice to terminate this Lease on the Landlord. On giving notice this Lease shall determine without prejudice to any right or remedy of either party in respect of any breach of either parties covenants in this Lease.

8.9 If the Property is destroyed or damaged (whether in whole or in part) by any Uninsured Risk so as to render the Property or means of access thereto, unfit for occupation and use:

(a) the rents reserved, or a fair proportion of those rents according to the nature and extent of the damage, shall cease to be payable until either (if the Landlord elects to reinstate the Property pursuant to clause 8.10 below) the earlier of the date on which the Property shall again be fit for occupation and use or until the expiration of the period for which the rental income is insured or (if the Landlord does not so elect to reinstate the Property) the date of termination of this Lease pursuant to clause 8.11 below; and

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(b) the Landlord may by notice in writing to the Tenant given at any time within 12 months of the destruction or damage elect whether or not to reinstate the Property.

8.10 If the Landlord elects within such 12 month period to reinstate the Property then the Landlord shall at its own cost (subject to the availability of all consents necessary to commence reinstatement in a form acceptable to the Landlord) reinstate the Property (but not any tenant's fixtures and fittings save those as may be specifically insured by the Landlord) to the extent that is necessary to render the same fit for occupation and use, and such destruction or damage shall be deemed for the purposes of the Landlord's obligation to reinstate to have been caused by an Insured Risk.

8.11 Termination of this Lease

(a) If (pursuant to clause 8.10) the Landlord elects not to reinstate the Property (or if the Landlord fails within the specified 12 month period to make any election) then this Lease shall automatically terminate with effect from the date of such election or, as the case may be, the last date upon which such election could have been made.

(b) Termination of the Term pursuant to clause 8.11.1 above will be without prejudice to the rights of any party against any other for any antecedent breach of its obligations under this Lease.

(c) If (pursuant to clause [ ]) the Property are not fit for occupation and use at the expiration of the period for which the rental income is insured then either party shall at any time thereafter but before the Property are fit for occupation and use be entitled to determine this Lease by written notice to the other and this Lease will terminate.

(d) Upon termination, the Tenant shall ensure that vacant possession of the whole of the Property is given to the Landlord.

(e) If this Lease is determined pursuant to this clause 8.11 then the Landlord shall be entitled to retain the whole of the insurance monies (if any) for its absolute use and benefit.

9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

(b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

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9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord such approval not to be unreasonably withheld or delayed.

10. UTILITIES

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the

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Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

14.1 The Tenant shall pay the proper costs and reasonable expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

(c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease; or

(e) any consent or approval applied for under this lease, whether or not it is granted.

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

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15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

17. REGISTRATION OF THIS LEASE

17.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

18.2 The Tenant shall not assign part only of this lease.

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to any or all of the following conditions:

(a) a condition that the assignor enters into an authorised guarantee agreement which:

(i) is in respect of all the tenant covenants of this lease;

(ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

(iii) imposes principal debtor liability on the assignor;

(iv) requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

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(v) is otherwise in a form reasonably required by the Landlord.

(b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity in the form set out in the Schedule (with such amendments and additions as the Landlord may reasonably require).

18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign the lease:

(a) the Annual Rent or any other money due under this lease is outstanding or there is a breach of covenant by the Tenant that has not been remedied;

(b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or

(c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954 so long as no tenancy is created.

18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19. UNDERLETTINGS

19.1 The Tenant shall not underlet the whole of the Property or a Permitted Part except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

19.2 The Tenant shall not underlet part only of the Property other than a Permitted Part.

19.3 The Tenant shall not underlet the Property or a Permitted Part:

(a) together with any property or any right over property that is not included within this lease;

(b) at a fine or premium or reverse premium; nor

19.4 The Tenant shall not underlet the Property or a Permitted Part unless, before the underlease is granted, the Tenant has given the Landlord:

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(a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

(b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

19.5 Any underletting by the Tenant shall be by deed and shall include:

(a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

(b) the reservation of a rent which is not less than the open market rental value of the Property, or if the underletting is of a Permitted Part only the open market rental value of a Permitted Part, at the date the Property, or Permitted Part (as the case may be) is underlet and which is payable at the same times as the Annual Rent under this lease;

(c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;

(d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease (insofar as they relate to the underlet Property and rights granted to the undertenant); and

(e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease, and shall otherwise be consistent with and include tenant covenants (insofar as they relate to the underlet property and rights granted to the undertenant) no less onerous (other than as to the Annual Rent) than those in this Lease and in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.

(f) in the case of an underletting of a Permitted Part, appropriate tenant covenants requiring the Undertenant to pay an appropriate proportion of:

(i) the costs of the insurance of the property demised by the underlease; and

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(ii) the repair, maintenance and decoration of any property which does not form part of the underlet property but over which the undertenant is granted rights by the underlease in a form first approved by the Landlord (such approval not to be unreasonably withheld or delayed); and

(iii) rates, taxes and other impositions payable in respect of the property demised by the underlease; and

(iv) all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the property demised by the underlease.

19.6 In relation to any underlease granted by the Tenant, the Tenant shall:

(a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed;

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

(c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld or delayed.

20. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

21. CHARGING

21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed save for a bona fide floating charge over the Tenant's business which shall be permitted without the consent of the Landlord.

21.2 The Tenant shall not charge part only of this lease.

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22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a Transaction is:

(a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

(b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

(a) give the Landlord's solicitors notice of the Transaction; and

(b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

(c) pay the Landlord's solicitors a registration fee of £50 (plus VAT); and

(d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

23.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

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24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25. REPAIRS

25.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or Uninsured Risk, unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them[; or

(b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

26. DECORATION

26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

26.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

27. ALTERATIONS

27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the Landlord's express written permission.

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27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

27.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have a material adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

27.5 The Tenant shall be permitted to install aerials and satellite dishes on the Property without the consent of the Landlord provided that it submits plans to the Landlord in advance of such an installation and as long as no tenancy is created.

28. SIGNS

28.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed provided that nothing in this clause shall preclude the Tenant from displaying its usual trade or corporate logo and save for vinyl window signage which shall be permitted at all times.

28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

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29.2 If the Landlord gives the Tenant notice no later than 3 months before the end of the Term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal provided That the Tenant will not have to reinstate any permitted alterations to the Property made pursuant to the terms of this Lease if at the determination of the Contractual Term:-

(a) the requisite parties have entered into a binding agreement for the grant of a new lease to take effect immediately on the determination of the Contractual Term and containing a provision for reinstatement of such alterations at the end of the term of such new lease and such new lease is actually entered into; or

(b) the Tenant has applied to the court for a new tenancy under the provisions of part II of the LTA 1954 in which case the obligation to reinstate will not have effect until that application has been finally determined and either the court has not ordered the grant of a new lease containing provisions for reinstatement of such alterations at the end of the term of such new lease or the Tenant has elected not to enter into a new lease as ordered by the court.

29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. **USE**

30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

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30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31. COMPLIANCE WITH LAWS

31.1 The Tenant shall comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use of all Service Media and machinery and equipment at or serving the Property;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed from the Property.

31.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

31.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

(a) send a copy of the relevant document to the Landlord; and

(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require acting reasonably.

31.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld or delayed.

31.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

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31.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

31.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

31.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

32. ENERGY PERFORMANCE CERTIFICATES

32.1 The Tenant shall:

(a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and *Recommendation Report* for the Property; and

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

32.2 At the written request of the Tenant, the Landlord shall provide the Tenant with a copy of any Energy Performance Certificate held by the Landlord, provided that the Tenant shall pay the reasonable cost of providing the copy.

33. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

33.1 The Tenant shall not grant any right or licence over the Property to a third party.

33.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

(a) immediately give notice to the Landlord; and

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(b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action at the Landlord's cost.

33.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

33.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

33.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

(a) immediately notify the Landlord; and

(b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction at the Landlord's cost.

34. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

34.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

34.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

34.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

34.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

35. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising

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from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

36. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

37. RE-ENTRY AND FORFEITURE

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(b) any material breach of any condition of, or tenant covenant, in this lease;

(c) an Act of Insolvency.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

37.3 If the Tenant within 21 days after rents herein reserved falling due gives written notification to the Landlord of the existence of a bona fide floating charge or fixed charge entered into by the Tenant and affecting the Property in favour of a chargee and requests an additional month for payment of the rents that are due the Landlord shall not exercise its right of forfeiture pursuant to this clause unless any of such rents remain unpaid one month after the date of service of such written notification.

38. LIABILITY

38.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

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38.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that gave rise to the failure and the Landlord has not remedied the failure within a reasonable time.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

39.1 This lease and any documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

39.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) before the date of this lease.

39.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

39.4 Nothing in this clause shall limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

40.1 A notice given under or in connection with this lease shall be:

(a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number.

40.2 If a notice is given in accordance with clause 40.1, it shall be deemed to have been received:

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(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting; or

(c) if sent by fax, at 9.00 am on the next working day after transmission.

40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

40.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

40.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by a person duly authorised on behalf or the Landlord; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

41.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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41.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

42. TENANT'S BREAK CLAUSE

42.1 The Tenant may terminate this Lease by serving a Break Notice at least 12 months in advance of the tenth anniversary of the Contractual Term on the Landlord.

42.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

(a) the Tenant has not paid in cleared funds any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or

(b) the Tenant remains in occupation of any part of the Property; or

(c) there are any continuing subleases of the Property.

42.3 Subject to Clause 42.2, following service of a Break Notice this Lease shall terminate on the Break Date.

42.4 Termination of this Lease on the Break Date shall not affect any of the rights or remedies that either party may have in relation to any earlier breach of this Lease.

42.5 If this Lease terminates in accordance with Clause 42.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of Annual Rent, and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 [but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act].

44. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

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45. CONFIDENTIALITY

45.1 The Landlord and Tenant undertake to keep all rental information confidential and only between themselves provided that this will not prevent or limit either party from disclosing the figures to:

(a) its professional advisers or any institution in connection with its funding; disclosing the figures in connection with an anticipated sale of the business or an asset or assets; and

(b) produce statistics for the business.

Further, both parties agree to make the required amendments to the land registration application for the Lease in order to protect the sensitive rental information in the lease from disclosure by making it an exempt information document or otherwise.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Schedule 1 – Rent Review

1. RENT REVIEW

1.1 Definitions

In this clause the following definitions apply:

"Cap"

means:

(a) in respect of the first Review Date, $(1.04)^2$; and

(b) in respect of all other Review Dates, $(1.04)^5$;

"Collar"

means:

(a) in respect of the first Review Date, $(1.01)^2$; and

(b) in respect of all other Review Dates, $(1.01)^5$;

"Current Index Figure"

means, in respect of each Review Date, the figure given in the Index for the month immediately preceding that Review Date;

"Existing Rent"

means, in respect of the first Review Date, one hundred and sixty two thousand five hundred pounds (£162,500), and in respect of all other Review Dates means the amount reserved as Rent immediately before the relevant Review Date;

"Index"

means the Retail Prices Index (All Items) published by the Statistics Board or any successor government ministry, department or agency; and

"Previous Index Figure"

means, in respect of:

(a) the first Review Date, the figure given in the Index for the month immediately preceding the commencement of the third year of the Term; and

(b) in respect of all other Review Dates, means the figure given in the Index for the month immediately preceding the previous Review Date.

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"Review Date"

means the fifth anniversary of the date of this Lease and every fifth anniversary of that date and any other date when the Rent may be reviewed under this Lease;

1.2 **Calculation of the reviewed Rent reserved**

(a) On and from each Review Date, the Rent reserved will be increased to be:

(i) an amount equal to the Existing Rent multiplied by the Collar, if the result of the formula in clause [1.2.2] is less than an amount equal to the Existing Rent multiplied by the Collar; or

(ii) an amount equal to the Existing Rent multiplied by the Cap, if the result of the formula in clause [1.2.2] is greater than an amount equal to the Existing Rent multiplied by the Cap; or

(iii) in all other cases, the amount calculated by applying the formula in clause [1.2.2].

(b) The formula referred to in clause 1.2.1 is:

$$\frac{C}{P} \times E$$

Where:

C = the Current Index Figure;

P = the Previous Index Figure;

E = the Existing Rent.

1.3 **Notification of reviewed Rent**

(a) In respect of each Review Date, either party may give to the other notice of the reviewed Rent.

1.4 **Changes to the Index**

(a) If the Index is re-based at any time or times during the Term, the Current Index Figure and the Previous Index Figure will be the figures that would have been given in the Index for the relevant month had there been no re-basing of the Index.

(b) If the Index ceases to be published, the Landlord and the Tenant shall endeavour (each acting reasonably), for the purposes of rent reviews after the date the Index ceases to be published within a reasonable time, to select a replacement index which is comparable to the Index, being a prices index published by the Statistics Board or any successor government ministry, department or agency, to be the Index for the purposes of this clause. If the Landlord and the Tenant cannot agree on an alternative index within one month of the Index ceasing to be

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published, the alternative index shall be determined by a Surveyor in accordance with clauses [1.5.2] to [1.5.6] inclusive.

1.5 **Reference to Surveyor**

(a) If:

(i) the Index is re-based or ceases to be published and the circumstances are such that it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index, or

(ii) it is otherwise impossible or impractical to calculate the reviewed Rent reserved by reference to the Index,

then, the reviewed Rent reserved will (in respect of each relevant Review Date) be determined by a surveyor (the **"Surveyor"**), and the Surveyor shall determine such reasonable rent for the Premises on the relevant Review Date as the Surveyor considers appropriate acting reasonably having regard to the purposes and intent of the provisions in this clause.

(b) The Surveyor will be an independent chartered surveyor appointed jointly by the Landlord and the Tenant, or if they do not agree the identity of the Surveyor, then by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function) on the application of either the Landlord or the Tenant.

(c) The proper costs of appointment and fees of the Surveyor shall be paid in such proportions as the Surveyor directs acting reasonably, or if no such direction is made, then equally by the Landlord and the Tenant.

(d) The Surveyor will act as an expert.

(e) If the Surveyor dies, or gives up the appointment, or fails to act in accordance with this clause, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.

(f) Any decision of the Surveyor under this clause (including a decision as to whether it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index) will be final and binding.

1.6 **General**

(a) If the Landlord has not notified the Tenant of the amount of the reviewed Rent reserved before the relevant Review Date, the Rent reserved shall continue to be payable at the rate payable immediately before the relevant Review Date. Within ten working days after the Landlord has notified the Tenant of the amount of the reviewed Rent reserved, the Tenant shall pay the Landlord the shortfall (if any) between the Rent paid and the reviewed Rent reserved for the period on and from the relevant Review Date until the quarter day after the Landlord's notice together with interest on that shortfall at the Interest Rate from the relevant Review Date until the date the Tenant makes the payment of the shortfall.

(b) If there is any legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent reserved in accordance

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with this clause, or to receive any increase in the Rent reserved following a review, then the date on which the legislation is repealed or amended to allow a review of or receipt of an increase in the Rent reserved, will be a further Review Date and the Landlord will be entitled to require a review of the Rent reserved in accordance with this clause, provided that the "previous Review Date" for the purposes of determining the Previous Index Figure, will be the Review Date immediately before such legislation came into force (or the date of this Lease, if there is none).

(c) Time will not be of the essence in relation to this clause.

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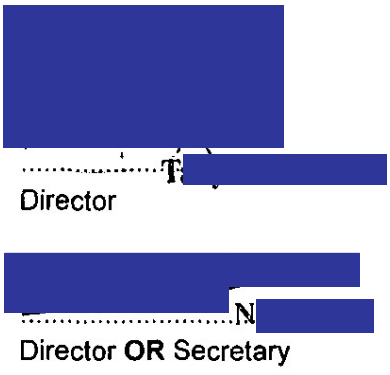
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Schedule 2 – Tenant's Works

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Executed as a deed by WAYLON LIMITED acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], a director **OR** its secretary



.....
Director

.....
Director **OR** Secretary

Executed as a deed by [NAME OF TENANT] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [*a director* **OR** its secretary]

.....
Director

.....
Director **OR** Secretary

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PLAN A

Land Registry Official copy of title plan

Title number **GM844326**
Ordnance Survey map reference **SD8803SW**
Scale **1:1250**
Administrative area **MANCHESTER**

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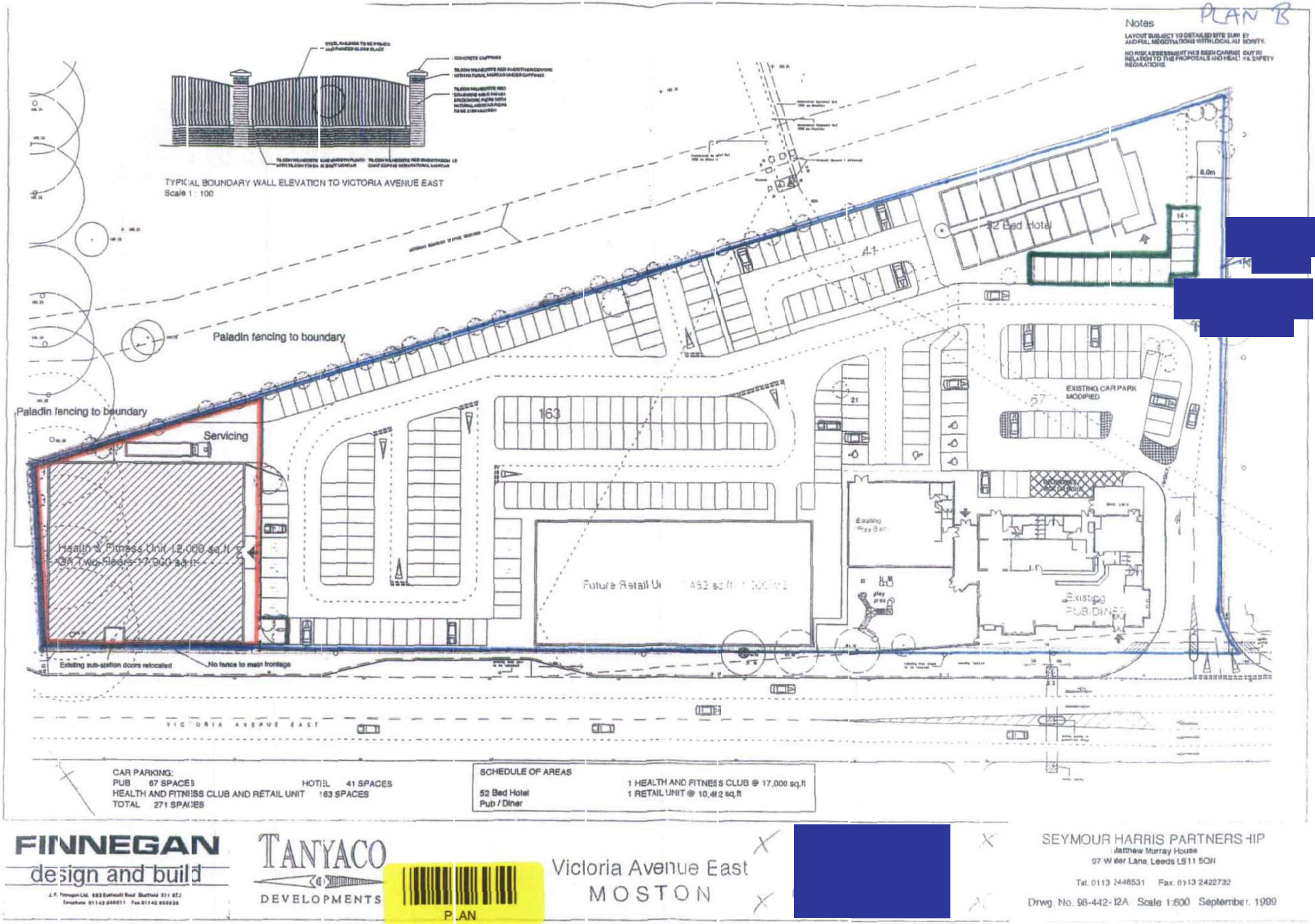


PLAN

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These are the notes referred to on the following official copy

Title Number GM844326

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 15th May 2000

GM
844326
(00)

J F FINNEGAN LIMITED (1)

to

FITNESS FIRST CLUBS LIMITED (2)

COUNTERPART LEASE

Premises : Land in Victoria Avenue East Moston Manchester
Term : 199 years from

We hereby Certify this to be a true and accurate copy of the original.
Gordons Cranswick
GORDONS CRANSWICK
Solicitors, Leeds
Date:

GORDONS CRANSWICK

7 GREEK STREET
LEEDS
LS1 5RR

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THIS LEASE is made the 15th day of May 2000

BETWEEN:

FIRST: The Landlord (namely): J F FINNEGAN LIMITED (Company Number 393098) whose registered office is at 863 Ecclesall Road Sheffield S11 8TH

SECOND: The Tenant (namely): FITNESS FIRST CLUBS LIMITED (Company Number 3207791) whose registered office is at 58 Fleets Lane Fleetsbridge Poole Dorset BH15 3BT

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this Lease the following words unless the context otherwise requires have the following meanings:-

1.1. "the Term" means the period of 199 years from and including 15th May 2000

1.2. "the Estate" means the land at Victoria Avenue East Moston Greater Manchester and shown for the purpose of identification edged blue on the Plan

1.3. "the Property" means the land shown for the purpose of identification edged red on the Plan forming part of the Estate

1.4. "the Common Parts of the Estate" means the car parks footpaths and roadways within the Estate and any landscaped areas bicycle stands signs and other parts of the Estate including boundary structures which the Tenant uses and enjoys in common with the other tenants of the Estate

1.5. "Conduits" means any existing or future media for the passage of substances or energy and any ancillary apparatus attached to them and any enclosures for them

1.6. "Perpetuity Period" the period of 80 years from the date of this Lease

1.7. "the Plan" means the plan annexed hereto

1.8. "the Subjections" means the exceptions reservations covenants restrictions provisions and other matters contained or referred to in the Property and Charges Registers of H M Land Registry Title Number GM784886 as at the date hereof so far as the same relate to and affect the Property

1.9. "the Substation Lease" means a Lease dated 19th November 1998 and made between (1) the Landlord and (2) Norweb Plc

1.10. "Tenant's Proportion" means a fair and reasonable proportion to be determined by the Landlord (acting reasonably) of the costs incurred by the Landlord pursuant to

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clause 3.3. such proportion to be calculated primarily by having regard to user and the gross internal floor area of the buildings on the Property as a percentage of the aggregate of the gross internal floor area of the buildings on the Estate as a whole

1.11. "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term

1.12. "the Tenant" includes the Tenant's successors in title

1.13. where the Landlord or the Tenant for the time being comprise two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

1.14. any covenant either by the Tenant or the Landlord not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person under its control

1.15. words importing the singular include the plural and vice versa and words importing one gender include the other genders

2. Lease and Rents

2.1. In consideration of the sum of £663,000 plus Value Added Tax thereon paid by the Tenant to the Landlord (receipt of which is hereby acknowledged) and of the rents hereinafter reserved and the covenants on the part of the Tenant hereinafter contained the Landlord demises with Full Title Guarantee unto the Tenant the Property for the Term Together with the rights specified in the First Schedule Except and Reserving to the Landlord the rights specified in the Second Schedule Subject to the Subjections and subject also to and with the benefit of the Substation Lease paying by way of rent during the Term without any deduction:

2.1.1 The sums specified in Clause 3.3.

2.1.2. Interest at the rate of four per cent above the base lending rate of Barclays Bank plc from time to time on any rents or other money due under this Lease if more than 14 days overdue (or if such interest rate becomes no longer ascertainable then at some reasonable comparable rate determined by the Landlord at its reasonable discretion)

2.1.3. Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable on any of the rents or other payments to be made by the Tenant under any of the terms of or in connection with this Lease

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3. Tenant's Covenants

The Tenant covenants with the Landlord:-

3.1. Rents

To pay the rents reserved by this Lease on the due dates and not to exercise or seek to exercise any right or claim to withhold any part of the said rents by way of set-off or counter-claim or otherwise

3.2. Outgoings

To pay all existing and future rates taxes duties assessments charges and outgoings of any description that are now or during the Term shall be assessed or charged in respect of the Property or upon the owner or occupier thereof but excluding tax payable by the Landlord on the receipt of rent or other payment made by the Tenant or on any dealings with its reversion to this Lease

3.3. Common Facilities

To pay to the Landlord within fourteen days of demand the Tenant's Proportion of the reasonable and proper costs from time to time reasonably and properly incurred by the Landlord in repairing lighting cleansing maintaining and where beyond economic repair renewing and replacing the Common Parts of the Estate and the Conduits which jointly serve the Property and any other part of the Estate

3.4. Repair

To keep any buildings from time to time on the Property in a reasonable state of external repair and condition (provided however that the aforegoing shall not prevent the Tenant from demolishing or altering any building on the Property from time to time or building any building or buildings on the Property that it thinks fit) and to keep any part of the Property that is for the time being unbuilt upon properly landscaped free of weeds and in a neat and tidy condition

3.5. Insurance

Not knowingly to do anything whereby any policy or policies of insurance effected by the Landlord in respect of the Estate may become void or voidable either in whole or in part or which may render any increased or additional premium payable for such insurance.

3.6. Statutes

To comply with all acts of Parliament and orders regulations by-laws and the lawful requirements of any local public or statutory authority or court of competent jurisdiction in respect of the Property and to indemnify the Landlord against any liability arising as a result of any breach thereof by the Tenant Provided however that the Landlord shall not settle or

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compromise any proceeding claims or demands without the consent of the Tenant (such consent not to be unreasonably withheld or delayed)

3.7. Nuisance

3.7.1. Not use the Property nor the Common Parts of the Estate for any activity which is dangerous illegal or immoral or which is or may become a legal nuisance to the Landlord or the tenant or occupier of any other part of the Estate or of any neighbouring property

3.7.2. Not to make or cause any obstruction to the Landlord or any other tenant or occupier of the Estate in its use of the Common Parts of the Estate

3.7.3. Not to use the car park parking spaces within in the Estate other than for the parking of private motor cars and motorcycles

3.8. Alienation

Within two months of any assignment charge sublease or any other transmission or devolution relating to the Property or any part thereof to produce for registration with the Landlord's solicitors a certified copy of such deed or document and to pay such solicitors' reasonable charges for the registration thereof

3.9. Costs

To pay to the Landlord all costs fees charges disbursements and expenses reasonably and properly incurred by the Landlord in relation to the recovery or attempted recovery of arrears of rents and other sums due from the Tenant under this Lease and in respect of any breach of the Tenant's obligations under this Lease and also so far as the same are reasonable and proper for dealing with any application by the Tenant for consent under this Lease whether or not it is given and on what terms

3.10. Subjections

To observe and perform the Subjections (so far as they affect the Property and are still subsisting and capable of taking effect) and to keep the Landlord indemnified against all costs claims and demands in respect of any breach by the Tenant of them

3.11. Yield Up

At the end of the Term to yield up the Property in accordance with the terms of this Lease

3.12. Indemnity

To indemnify the Landlord against all liabilities claims demands proceedings damages losses and costs arising directly or indirectly from the use or occupation of the Property Provided however that the Landlord shall not settle or compromise any such action claim or

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demand without the consent of the Tenant (such consent not to be unreasonably withheld or delayed)

3.13. Substation Lease

To observe and perform the covenants and conditions on the landlord's part contained in the Substation Lease to keep the Landlord indemnified against all actions claims demands costs expenses and liability in any way relating thereto

4. Landlord's Covenants

The Landlord hereby covenants with the Tenant as follows:-

4.1. Quiet Enjoyment

The Tenant may peaceably enjoy the Property during the Term without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

4.2. To Maintain Estate

To keep the Common Parts of the Estate and any Conduits which jointly serve the Property and any other part of the Estate well and substantially repaired and maintained

4.3 Subjections

To observe and perform the Subjections (so far as they affect the Estate other than the Property and are still subsisting and capable of taking effect) and to keep the Tenant indemnified against all costs claims demands in respect of any breach by the Landlord of them

4.4 To enforce covenants

To use reasonable endeavours to enforce the tenant's covenants relating to the Common Parts of the Estate contained in the Lease or Leases of any other part or parts of the Estate

4.5 Building on Common Parts

Not without the previous consent in writing of the Tenant (which shall not be unreasonably withheld or delayed) to build or permit or suffer to be built upon any part of the Common Parts any building or other structure save for ground level car parking and associated street furniture gas governors and electricity sub stations or other similar structures for the benefit of the tenants of the Estate

4.6. Right to use Common Parts

Not to grant any right to any person or persons to use the Common Parts other than the tenants undertenants or other lawful occupiers from time to time of the other buildings on the Estate (and then only subject to a fair and reasonable contribution towards the cost of

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repairing lighting cleansing maintaining and renewing and replacing the same) or the servants agents or invitees of such persons.

4.7. Restriction

Notwithstanding the provisions of clause 5.2. that no other part of the Estate will be used for the purposes of a gymnasium and/or health and fitness club and that it will not grant or agree to grant a lease for any such purpose or give consent to the variation of any lease to permit the same

5. Agreements and Declarations

It is agreed and declared between the parties as follows:-

5.1 No Warranty

Nothing in this Lease shall imply or warrant that the Property may lawfully be used under planning legislation for any specific purpose and the Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord

5.2. No Implied Easements

The Tenant shall not be entitled to any right or easement which is not specified in this Lease which would restrict or interfere with the free use of other parts of the Estate for any purpose

6. New Tenancy

This Lease is a new tenancy within the meaning of the Landlord and Tenant (Covenants) Act 1995

The First Schedule

Easements and Other Rights granted

1. The right for the Tenant its undertenants or other occupiers of the Property and its or their customers or their employees and invitees at all times and for all proper purposes in connection with its use of the Property to use the car parking spaces within the Estate (other than those spaces edged green) shown on the Plan for the parking of private motor cars and motorcycles only and in common with the Landlord and the other tenants of the Estate

2. The right for the Tenant its undertenants or their occupiers of the Property and its or their customers employees and invitees to use the roadways and footpaths for the time being within the Estate at all times and for all proper purposes in connection with the use of the Property and in common with the Landlord and the other tenants of the Estate

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3. The right for the Tenant its undertenants or other occupiers of the Property to use all other Common Parts of the Estate for the use and enjoyment of the Property (subject to such reasonable regulations for their use as the Landlord may from time to time specify and notify to the Tenant in writing)

4. If the Landlord or its successors in title to the Estate fails to maintain and repair the Common Parts of the Estate in accordance with the provisions of Clause 4.2 hereof the right to enter on to such part of the Estate as is necessary with or without workmen plant materials and vehicles to carry out such maintenance and repair.

5. The right to use such of the Conduits serving the Property which are now or may within the Perpetuity Period be in under or over the Estate for the passage of water soil gas electricity and other services with the right to enter thereon with workmen tools and appliances for the purposes of laying or connecting inspecting cleansing maintaining repairing and renewing such Conduits the Tenant making good all physical damage thereby occasioned at its own expense.

6. A right to display the trading name of the Tenant and any undertenant on any common signboard for the Estate subject to the Tenant paying a due and proper proportion of the proper cost of maintaining the same

7. The right of support and shelter for the Property from other parts of the Estate

The Second Schedule
Exceptions and Reservations

1. The right of support and protection for other parts of the Estate from the Property.

2. The right to enter within the Perpetuity Period onto any part of the Property that is not built upon from time to time with workman tools and appliances for the purposes of laying electricity cables under the Property in a position approved by the Tenant (such approval not to be unreasonably withheld or delayed) and thereafter to use inspect maintain repair and renew the same the Landlord or other person exercising such rights causing as little

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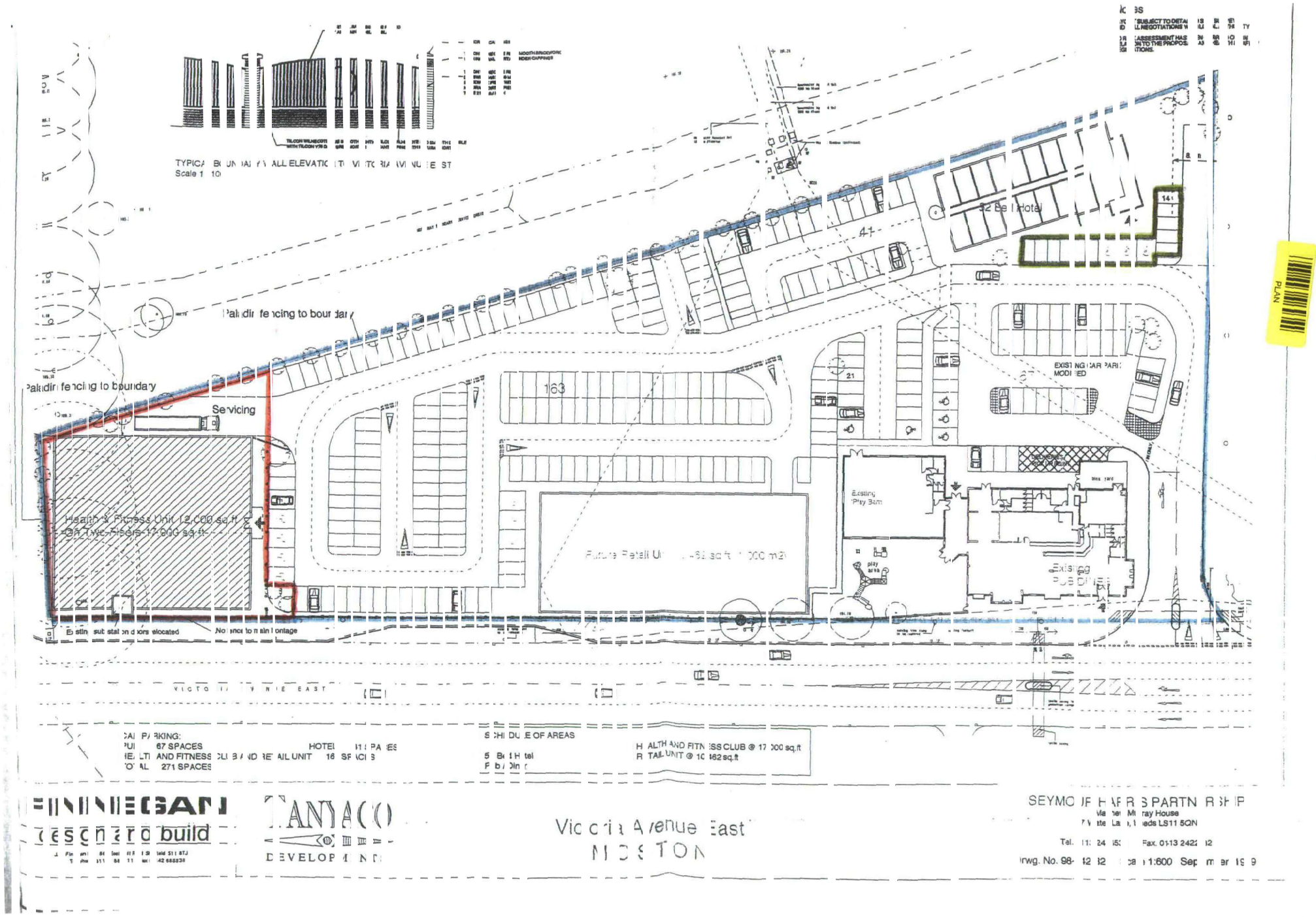
damage and disturbance as reasonably practicable and making good at their own expense all physical damage thereby occasioned.

EXECUTED as a Deed (but not Delivered until the date hereof) by **FITNESS FIRST CLUBS LIMITED** by means of the following signatories:- }

[redacted] Director

..... [redacted] ..... ~~Second Director~~ or Secretary

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number MAN200275 | Edition date 27.10.2021

- This official copy shows the entries on the register of title on 27 MAY 2026 at 16:14:15.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : MANCHESTER

1 (31.10.2012) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north-east side of Victoria Avenue East, Manchester.

2 (31.10.2012) The mines and minerals together with ancillary powers of working are excepted.

3 (31.10.2012) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 5 October 2012
Term : From 5 October 2012 to 4 October 2027
Parties : (1) Waylon Limited
(2) Pure Gym Limited

4 (31.10.2012) The Lease prohibits or restricts alienation.

5 (31.10.2012) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.

6 (31.10.2012) The landlord's title is registered.

7 (27.10.2021) By a Deed dated 21 October 2021 made between (1) Waylon Limited and (2) Pure Gym Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

B: Proprietorship Register continued

1 (31.10.2012) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of The Hutts, Hutts Lane, Grewelthorpe, Ripon, North Yorkshire HG4 3DA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (31.10.2012) The land is subject to the rights reserved by the registered lease.

2 (31.10.2012) A Conveyance of the freehold estate in the land in this title and other land dated 26 June 1930 made between (1) The Lord Mayor Aldermen and Citizens of the City of Manchester and (2) The Co-operative Wholesale Society Limited contains restrictive covenants.

NOTE: Copy filed under GM784886.

By a Deed dated 9 April 1998 made between (1) Co-operative Wholesale Society Limited (CWS) and (2) The Council of The City of Manchester (The Council) the said covenants were expressed to be released in the following terms:-

The Council has agreed with CWS for the release of the restrictions and covenants detailed in the Schedule hereto ("the Restrictions") upon the terms and subject to the provisions hereinafter contained.

The Council with full title guarantee releases and forever discharges CWS and its successors in title and the said land (as defined in and conveyed by the Conveyance) and every part thereof from the Restrictions.

The Schedule

The Restrictions

5. Not to use the said land for any other purpose than as an open space for recreative purposes or erect any buildings thereon other than buildings for recreative purposes without the consent in writing of the Corporation.

6. That all the buildings to be erected on the said land or on any part thereof shall be built in accordance with plans and elevations approved by the Corporation or their successors.

.....

8. That all buildings to be erected on the land hereby conveyed or any part thereof shall be built to an elevation approved by the Corporation or their successors.

3 (31.10.2012) The land is subject to the rights reserved by the Conveyance dated 26 June 1930 referred to above.

4 (31.10.2012) A Transfer of the freehold estate in the land in this title and other land dated 9 April 1998 made between (1) Co-operative Wholesale Society Limited (Transferor) and (2) J.F. Finnegan Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 (31.10.2012) The land is subject to the following rights reserved by the Transfer dated 9 April 1998 referred to above:-

To the intent that the same shall be annexed to and benefit the Retained Land and each and every part or parts thereof there is granted to the Transferor by the Transferee and its successors in title the rights set out in the First Schedule so as to burden the Property and each and every part

C: Charges Register continued

THE FIRST SCHEDULE

RIGHTS EXCEPTED AND RESERVED

Services and Rights of Entry

Free and uninterrupted passage and running of water soil electricity telephone and other services to and from the Retained Land over through and along the sewers drains pipes wires and cables and any other service media ("the Conduits") which are now or may within 80 years from the date of this Transfer ("the Perpetuity Period") be in or constructed under or upon the Property with the right for the Transferor and all persons authorised by it and their contractors and other professional advisers to enter upon the Property at any reasonable time and upon reasonable prior notice (except in cases of an emergency when no notice will be necessary) with plant machinery tools materials and equipment for the purpose of installing connecting to cleansing and maintaining replacing and renewing the Conduits subject to the person exercising such rights making good all physical damage to the Property thereby occasioned to the reasonable satisfaction of the Transferee or its successors in title.

Schedule of restrictive covenants

1 (31.10.2012) The following are details of the covenants contained in the Transfer dated 9 April 1998 referred to in the Charges Register:-

4.1 The Transferee HEREBY COVENANTS with the Transferor to observe and perform the covenants set out in the Second Schedule and such covenants will bind the Property and each and every part thereof and will bind successors in title to the Property and the benefit of such covenants will run with the Retained Land and each and every part thereof

4.2 4.2.1 If the Transferee parts with its interest in the Property or any part thereof it shall procure that the purchaser or other disponee from him will execute and deliver to the Transferee a deed by which the purchaser or other disponee covenants with the Transferor to observe and perform the covenants contained in the Second Schedule and then remaining to be observed and performed (including making good any then subsisting default on the part of the Transferee) and to be in such form as shall be reasonably required by the Transferor

4.2.2 The Transferee so as to bind the Property and with the intent of benefiting each and every part of the Retained land covenants with the Transferor that it will not part with its interest in the Property or any part thereof without first procuring in favour of the Transferor the deed referred to in clause 4.2.1.

THE SECOND SCHEDULE

TRANSFEREE'S COVENANTS

1. Indemnity

The Transferee for itself and its successors in title hereby covenants with the Transferor by way of indemnity only and not further or otherwise that the Transferee will at all times from the date hereof observe and perform the covenants conditions agreements stipulations and obligations subject to which the Property is transferred so far as the same are still subsisting and capable of affecting the Property and will fully and effectively indemnify the Transferor against all costs claims liabilities actions and expenses in respect of any future breach non-observance or non-performance thereof

2. Nuisance

Schedule of restrictive covenants continued

2.1 Not to do on the Property any act or thing which is or may be or become a nuisance or cause damage annoyance inconvenience to or interference with the Transferor and any owners occupiers or tenants for the time being of the Retained Land and not to deposit any waste rubbish or refuse on any part of the Property nor to obstruct the Roadway nor to utilise the Property for the external storage of materials or equipment or other receptacles and

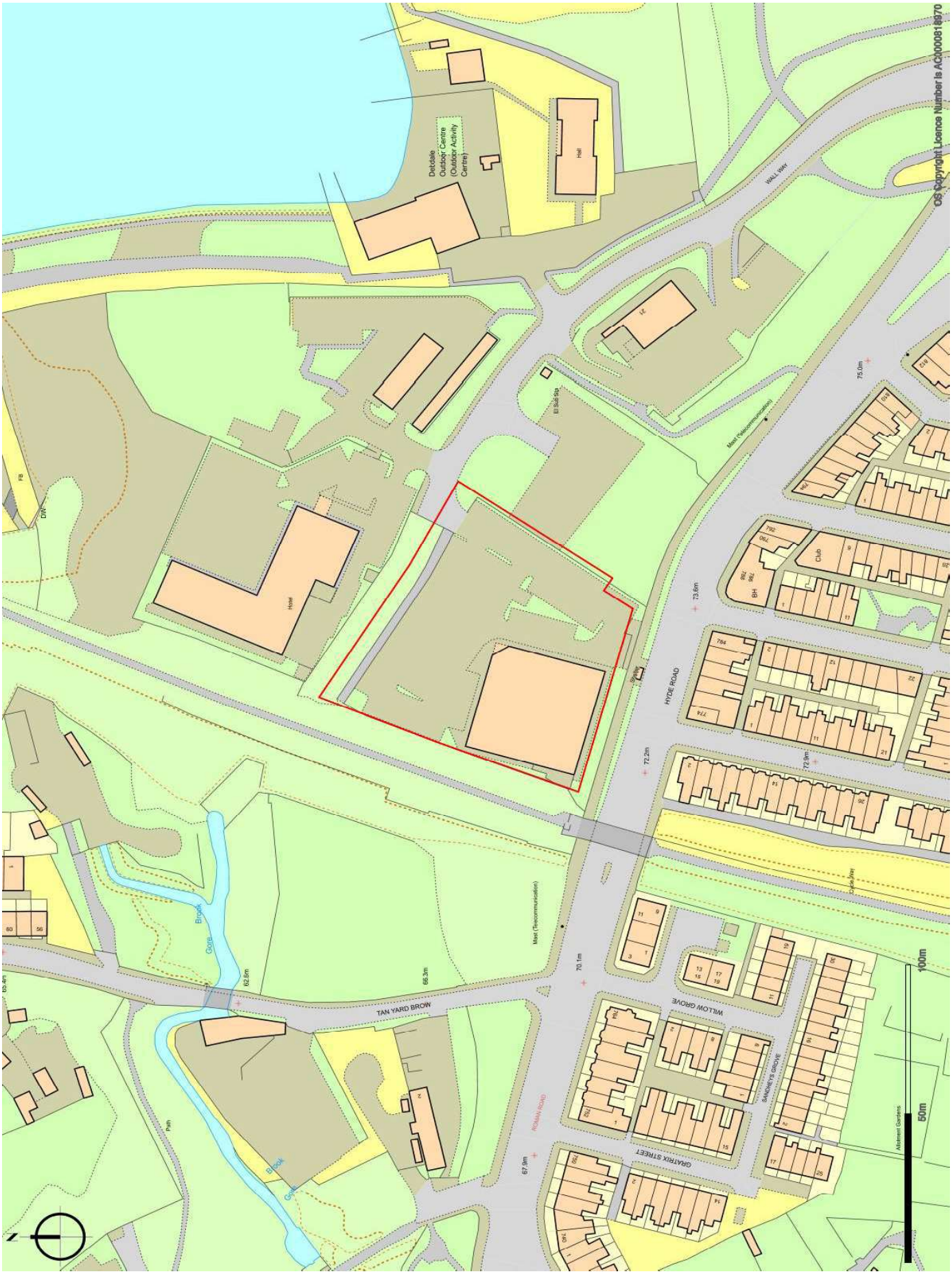
2.2 not to use the Property in any way so as to become detrimental to the amenity of the area generally and the Retained Land in particular provided always that the use of the Property or any part thereof as a reputable and high-class public house and/or a fast food operation shall not in itself be a breach of this covenant.

NOTE 1: Copy plan filed under GM784886

NOTE 2: The Retained Land referred to is edged blue on the transfer plan

NOTE 3: The Roadway referred to is coloured brown on the transfer plan.

End of register



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PGH1-398

Dated 2 September **2013**

K/S DEBDALE PARK (ACTING BY ITS RECEIVERS)

and

PURE GYM LIMITED

LEASE

relating to

Land and Buildings on the North East Side of Hyde Road, Manchester

---

Matthew Arnold & Baldwin LLP

85 Fleet Street

London EC4Y 1AE

Tel: 020 7936 4600

Fax: 020 7842 3300

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PRESCRIBED CLAUSES

LR1. Date of lease 2 September 2013

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM887699

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

K/S DEBDALE PARK (incorporated in Denmark)

acting by its receivers COLIN RICHARD JENNINGS of Edward Symmons Cloister House Riverside New Bailey Street Manchester M3 5AG and ROBERT EDWARD STOKELY of Edward Symmons 2 Southwark Street London Bridge London SE1 1TQ

Tenant

PURE GYM LIMITED

Incorporated and registered in England and Wales with company registered number 06690189 whose registered office is at The Hutts, Grewelthorpe, Ripon, North Yorkshire HG4 3DA

Other parties

None

Guarantor

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (*dispositions by a charity*) *or* 196 (*leases under the* Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

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None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of *other property*

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

PGH1-403

THIS LEASE is dated 2 September 2013

Parties

(1) **K/S DEBDALE PARK** (incorporated in Denmark) acting by its receivers COLIN RICHARD JENNINGS OF Edward Symmons Cloister House Riverside New Bailey Street Manchester M3 5AG and ROBERT EDWARD STOKELY of Edward Symmons 2 Southwark Street London Bridge London SE1 1TQ (**Receivers**) appointed under legal charge dated 23 December 2004 and given to Aviva Commercial Finance Limited (**Legal Charge**) (**Landlord**).

(2) ***PURE GYM LIMITED***, *incorporated and registered in England and Wales with company number* 06690189 whose registered office is at The Hutts, Grewelthorpe, Ripon, North Yorkshire HG4 3DA (**Tenant**).

Agreed terms

1 Interpretation

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

1.1.1 '**Act of Insolvency**' shall mean

1.1.1.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or

1.1.1.2 the making of an administration order in relation to the Tenant or any guarantor; or

1.1.1.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or

1.1.1.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or

1.1.1.5 the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

1.1.1.6 a winding-up order being granted in respect of the Tenant or any guarantor; or

1.1.1.7 the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or

1.1.1.8 the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

1.1.1.9 the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

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Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor *incorporated or domiciled in such relevant jurisdiction.*

1.1.2 '**Annual Rent**' shall mean rent at an initial rate of ONE HUNDRED AND FORTY FOUR THOUSAND POUNDS (£144,000.00) per annum exclusive of VAT and subject to review in accordance with the terms of this lease and any interim rent determined under the LTA 1954

1.1.3 '**Building**' shall mean the building known as

1.1.4 '**CDM Regulations**' shall mean the Construction (Design and Management) Regulations 2007 (*SI 2007/320*).

1.1.5 **'Cap'** means

(a) In respect of the first Review Date 1.04^5 and

(b) In respect of all other Review Dates 1.04^5

1.1.6 **'Collar'** means

(a) In respect of the first Review Date 1.01^5

(b) In respect of all other Review Dates 1.01^5

1.1.7 '**Contractual Term**' shall mean a term of 15 years beginning on, and including the date of this lease and ending on, and including 1 September 2028

1.1.8 **'CPO Highways Land'** means the land shown edged red on Plan 1 which is subject to a compulsory purchase order as part of the A57 Hyde Road widening scheme.

1.1.9 **'Current Index Figure'** means in respect of each Review Date the figure given in the Index for the month immediately preceding that Review Date.

1.1.10 '**Default Interest Rate**' shall mean four percentage points above the Interest Rate.

1.1.11 '***Energy Assessor***' shall mean an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 25 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (*SI 2007/991*) or regulation 30 of the Building Regulations 2010 (*SI 2010/2214*).

1.1.12 '**Energy Performance Certificate**' shall mean a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 29 of the Building Regulations 2010 (*SI 2010/2214*).

1.1.13 '**Existing Rent**' means in respect of the first review date ONE HUNDRED AND FORTY FOUR THOUSAND POUNDS (£144,000) per annum exclusive of VAT and in respect of all other Review Dates means the amount reserved as rent immediately before the relevant Review Date.

1.1.14 '**Index**' means the Retail Prices Index (all items) published by the Statistics Board or any successor government ministry department or agency.

1.1.15 '**Insurance Rent**' shall mean the aggregate in each year of the:

1.1.15.1 gross cost of the premium before any discount or commission for the insurance of:

(a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or

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damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;

(b) loss of Annual Rent from the Property for three years; and

(c) any insurance premium tax payable on the above

1.1.16 '**Insured Risks**' shall mean fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and '**Insured Risk**' means any one of the Insured Risks.

1.1.17 '**Interest Rate**' shall mean interest at the base rate from time to time of Barclays, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

1.1.18 '**LTA 1954**' shall mean Landlord and Tenant Act 1954.

1.1.19 '**Permitted Part**' means an area within the Property which is capable of being sub let and which the Landlord has agreed may be sublet (acting reasonably). For the avoidance of doubt a car space or spaces may not be a Permitted Part.

1.1.20 '**Permitted Use**' means use of the property as a gym and health and fitness facility and/or any other use within Class D2 of the schedule to the Use Classes Order 1987.

1.1.21 '**Previous Index Figure**' means in respect of

(a) the first Review Date the figure given in the Index for the month immediately preceding the first anniversary of the Term and

(b) In respect of all other Review Dates means the figure given in the Index for the month immediately preceding the previous Review Date.

1.1.22 '**Plan 1**' shall mean the plan attached to this lease marked "Plan 1".

1.1.23 '**Property**' shall mean all the land and buildings on the North East Side of Hyde Road Manchester comprised in title number GM887699 other than the CPO Highways Land which is expressly excluded.

1.1.24 '**Recommendation Report**' shall mean the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (*SI 2007/991*), including a report issued by an Energy Assessor for the purposes of regulation 29(5) of the Building Regulations 2010 (*SI 2010/ 2214*) or regulation 20(1) of the Building (Approved Inspectors etc.) Regulations 2010 (*SI 2010/2215*).

1.1.25 '**Rent Commencement Date**' shall mean ~~[18 months rent free]~~ 2 March 2015

1.1.26 '**Rent Payment Dates**' shall mean the first day of each month.

1.1.27 '**Reservations**' shall mean all of the rights excepted, reserved and granted to the Landlord by this lease.

1.1.28 '**Review Date**' shall mean the 2nd day of September 2018 and every fifth anniversary of that date.

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1.1.29 '**Service Media**' shall mean the lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

1.1.30 '**Third Party Rights**' shall mean all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the register of title number

1.1.31 '**VAT**' shall mean value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 A reference to this '**lease**', except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the '**Landlord**' includes a reference to the person entitled to the immediate reversion to this lease. A reference to the '**Tenant**' includes a reference to its successors in title and assigns. A reference to a '**guarantor**' is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 In relation to any payment, a reference to a '**fair proportion**' is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.5 The expressions '**landlord covenant**' and '**tenant covenant**' each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.6 Unless the context otherwise requires, references to the '**Property**' are to the whole and any part of them or it.

1.7 A reference to the '**term**' is to the Contractual Term and statutory continuation of this lease.

1.8 A reference to the '**end of the term**' is to the end of the term however it ends.

1.9 References to the '**consent**' of the Landlord are to the consent of the Landlord given in accordance with clause 43.5 and references to the '**approval**' of the Landlord are to the approval of the Landlord given in accordance with clause 43.6.

1.10 A '**working day**' is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to knowingly agree to or suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

1.14 Unless the context otherwise requires, where the words '**include(s)**' or '**including**' are used in this lease, they are deemed to have the words "without limitation" following them.

1.15 A '**person**' includes a corporate or unincorporated body.

1.16 References to '**writing**' or '**written**' do not include faxes or e-mail.

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1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2 Grant

2.1 The Landlord acting by its Receivers lets with no title guarantee the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

2.3.1 the Annual Rent and all VAT in respect of it;

2.3.2 the Insurance Rent; and

2.3.3 all interest payable under this lease

3 Ancillary rights

3.1 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4 Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease for the benefit of the Landlord and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

4.1.2 the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;

4.1.3 the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;

4.1.4 at any time during the term the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit; PROVIDED ALWAYS THAT:

such development shall:

4.1.4.1 not have a material and adverse effect on the use of the Property and the business operated therefrom upon the completion of any redevelopment;

4.1.4.2 the Landlord provides the Tenant with details of the works (to include a proposed programme and nature of works) to be carried out within a reasonable period prior to the commencement of such works and the Landlord consults with the Tenant on the management of potential interference of the Tenant's business at the Property;

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4.1.4.3 there is no material interference with the Tenant's use of the Property in accordance with the terms of this Lease;

4.1.4.4 the Landlord provides and maintains a reasonable means of access to the Property 24 hours a day 7 days a week and the Landlord erects signage as appropriate to notify the public of any alternative access to assist in directing customers to the Property as reasonably appropriate;

4.1.4.5 all reasonable endeavours are taken to minimise any interference or obstruction to the Property or diminishment to the rights enjoyed at the Property by building work, scaffolding, noise, dust, vibration or otherwise (having had regard to the Tenant's suggestions in relation to limiting any such interference, obstructions or diminishment);

4.1.4.6 all damage to the Property is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

4.1.4.7 the Landlord uses all reasonable endeavours to complete any redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals) and in accordance with the programme provided to the Tenant;

4.1.5 the right to erect scaffolding at the Property and attach it to any building on the Property in connection with any of the Reservations; provided that:

4.1.5.1 scaffolding may only be erected if there is no alternative economically viable way to maintain or repair the adjoining premises or property of the Landlord;

4.1.5.2 the Landlord will give to the Tenant at least 5 (5) working days' written notice of its intention to exercise the right in this paragraph;

4.1.5.3 the scaffolding is erected for as short a period is reasonably possible;

4.1.5.4 adequate access to and egress from the Property is maintained at all times for the Tenant, all others authorised by the Tenant, its or their customers, employees, workmen, contractors;

4.1.5.5 the scaffolding does not materially obscure, any signage at the Property or replacement signage is provided on the scaffolding;

4.1.5.6 the scaffolding is erected and any works undertaken so as to cause as little disruption and inconvenience to the Tenant and the use of the Property by those occupying the Property as is reasonably possible;

4.1.5.7 throughout the period that the scaffolding is erected, the Tenant has the right to erect such signage as the Landlord deems appropriate on the scaffolding and shall first approve.

4.1.5.8 The Landlord complies with such requirements and makes such arrangements the Tenant may reasonably require to ensure the security of the Property is not affected by the presence of the scaffolding.

4.1.6 the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use

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4.2 The Landlord reserves the right to enter the Property:

4.2.1 to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

4.2.2.1 this lease;

4.2.2.2 the Reservations; and

4.2.2.3 the Landlord's interest in the Property.

Provided that the Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this Lease:

a. to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business

b. to make good all damage caused to the Property or the Tenant's trade fittings and stock;

c. to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

(save in each case where the works are necessitated as a result of the Tenant's default);

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable written notice to the Tenant being at least 48 hours.

5 Third Party Rights

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights *insofar as those obligations relate to the Property* and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6 The Annual Rent

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

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7 Review of the Annual Rent

7.1 On and from each Review Date the Rent reserved will be increased to be:

7.1.1 An amount equal to the Existing Rent multiplied by the Collar, if the result of the formula in clause 7.2 is less than an amount equal to the Existing Rent multiplied by the Collar; or

7.1.2 An amount equal to the Existing Rent multiplied by the Cap, if the result of the formula in clause 7.2 is greater than an amount equal to the Existing Rent multiplied by the Cap; or

7.1.3 In all other cases, the amount calculated by applying the formula in clause 7.2

7.2 The formula referred to in clause 7.1 is:

$$\frac{C}{P} \times E$$

Where:

C – the Current Index Figure;

P – the Previous Index Figure;

E – the Existing Rent.

7.3 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 7.11.

7.4 The Landlord shall calculate the revised Annual Rent as soon as reasonably practicable following the relevant Rent Review Date and shall give the Tenant written notice of the revised Annual Rent as soon as it has been calculated.

7.5 The amount of the revised Annual Rent reserved specified in the Landlord's notice will be final and binding except in the case of manifest error, fraud or mistake on the face of the notice.

7.6 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than ten workings days after the revised Annual Rent is notified by the Landlord to the Tenant the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date; and

7.7 Time shall not be of the essence for the purposes of this clause.

7.8 Subject to clause 7.10, if there is any change to the methods used to compile the Index, including any change to the items from which the Index or if the reference base used to compile the Index changes, the calculation of the revised Annual Rent shall be made taking into account the effect of any such change.

7.9 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 7.9 would fundamentally alter the calculation of the revised Annual Rent in accordance with this clause 7 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the revised Annual Rent in accordance with this clause 7, then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Annual Rent, which may (where reasonable) include, or consist of, substituting an alternative Index for the Index, . In default of such agreement, an alternative mechanism shall be determined by the Surveyor.

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7.10 If any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 7, or if the Landlord and the Tenant fail to reach agreement under clause 7.10, the question, dispute or disagreement is to be determined by the Surveyor. The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the Index.

7.11 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.12 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.13 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

7.14 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.11 shall then apply in relation to the appointment of a replacement.

7.15 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review

7.16 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.17 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8 Insurance

8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

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8.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall pay to the Landlord on demand:

8.3.1 the Insurance Rent;

8.3.2 any amount that is deducted or disallowed by the insurers pursuant to any excess *provision in the insurance policy; and*

8.3.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once in any 24 month period.

8.4 The Tenant shall:

8.4.1 give the Landlord notice immediately upon becoming aware of any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;

8.4.2 not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

8.4.3 comply at all times with the requirements of the insurers relating to the Property and the use by the Tenant;

8.4.4 give the Landlord immediate notice upon becoming aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;

8.4.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and

8.4.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay (in relation to the Property) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property, as the case may be. The Landlord shall not be obliged to:

8.5.1 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

8.5.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or

8.5.3 repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.

8.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use, unless the policy of insurance in relation to the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of them according to

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the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.9 In the following clauses "Uninsured Risk" means any one or more risks where loss or damage caused in whole or in part by the same is not the subject of insurance cover by the Landlord (because insurance against such risks or against particular events giving rise to a claim thereunder is not then generally available on normal commercial terms);

8.10 Uninsured Risks

8.10.1 If the Property is destroyed or damaged (whether in whole or in part) by any Uninsured Risk so as to render the Property or all means of access thereto, unfit for occupation and use:

8.10.1.1 the rents reserved, or a fair proportion of those rents according to the nature and extent of the damage, shall cease to be payable until either (if the Landlord elects to reinstate the Property pursuant to clause 10.10.1.2 below) the earlier of the date on which the Property shall again be fit for occupation and use or until the expiration of the period for which the rental income is insured or (if the Landlord does not so elect to reinstate the Property) the date of termination of this Lease pursuant to clause 8.10.3. below; and

8.10.1.2 the Landlord may by notice in writing to the Tenant given at any time within 12 months of the destruction or damage elect whether or not to reinstate the Property.

8.10.2 If the Landlord elects within such 12 month period to reinstate the Property then the Landlord shall at its own cost (subject to the availability of all consents necessary to commence reinstatement in a form acceptable to the Landlord) reinstate the Property (but not any tenant's fixtures and fittings save those as may be specifically insured by the Landlord) to the extent that is necessary to render the same fit for occupation and use, and such destruction or damage shall be deemed for the purposes of the Landlord's obligation to reinstate to have been caused by an Insured Risk.

8.10.3 If (pursuant to clause 8.10.1.2.) the Landlord elects not to reinstate the Property (or if the Landlord fails within the specified 12 month period to make any election) then this Lease shall automatically terminate with effect from the date of such election or, as the case may be, the last date upon which such election could have been made.

8.10.4 Termination of the Term pursuant to clause 8.10.3 above will be without prejudice to the rights of any party against any other for any antecedent breach of its obligations under this Lease.

8.10.5 If (pursuant to clause 8.10.1.1.) the Property is not fit for occupation and use at the expiration of the period for which the rental income is insured then either party shall at

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any time thereafter but before the Property is fit for occupation and use be entitled to determine this Lease by written notice to the other and this Lease will terminate.

8.10.6 Upon termination, the Tenant shall ensure that vacant possession of the whole of the Property is given to the Landlord.

8.10.7 If this Lease is determined pursuant to this clause 8.10 then the Landlord shall be entitled to retain the whole of the insurance monies (if any) for its absolute use and benefit.

9 Rates and taxes

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

9.1.1 *any taxes payable by the Landlord in connection with any dealing with or disposition of* the reversion to this lease; or

9.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

9.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10 Utilities

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property

10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11 Common items

11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other *items used or capable of being used by the Property in common* with other property..

11.2 The Tenant shall comply with all reasonable written regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12 VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, *if earlier, the date on which that supply is made for* VAT purposes

12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or *any other person any sum* by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13 Default interest and interest

13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord

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interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14 Costs

14.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

14.1.1 the enforcement of the tenant covenants of this lease;

14.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

14.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

14.1.4 the preparation and service of a schedule of dilapidations during the Term or within 3 months of the end of the Term in connection with this lease; or

14.1.5 any consent or approval applied for under this lease, whether or not it is granted.

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15 Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16 No deduction, counterclaim or set-off

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

17 Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

18 Assignments

18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

18.2 The Tenant shall not assign part only of this lease.

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

18.3.1 a condition that the assignor enters into an authorised guarantee agreement which:

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18.3.1.1 is in respect of all the tenant covenants of this lease;

18.3.1.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

18.3.1.3 imposes principal debtor liability on the assignor;

18.3.1.4 requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

18.3.1.5 is otherwise in a form reasonably required by the Landlord;

18.3.2 a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).

18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

18.4.1 the Annual Rent due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied; or

18.4.2 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease;

18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19 Underlettings

19.1 The Tenant shall not underlet the whole of the Property nor a Permitted Part except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not underlet the Property nor a Permitted Part:

19.2.1 together with any property or any right over property that is not included within this lease;

19.2.2 at a fine or premium or reverse premium; nor

19.2.3 allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

19.2.4 In the case of an underletting of a Permitted Part so as to create more than 2 leases of Permitted Parts

19.3 The Tenant shall not underlet the Property or a Permitted Part unless, before the underlease is granted, the Tenant has given the Landlord:

19.3.1 a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

19.3.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

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19.4 Any underletting by the Tenant shall be by deed and shall include:

19.4.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

19.4.2 the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet (apportioned in the case of a lease of a Permitted Part) and which is payable at the same times as the Annual Rent under this lease;

19.4.3 provisions for the review of rent at the same dates

19.4.4 a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and

19.4.5 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

19.5 In relation to any underlease granted by the Tenant, the Tenant shall:

19.5.1 not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;

19.5.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

19.5.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

20 Sharing occupation

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

21 Charging

21.1. The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld provided that notwithstanding the provisions in this clause no Landlord's consent shall be required for a bona fide fixed or floating charge entered into in the normal course of the Tenant's business.

21.2. The Tenant shall not charge part only of this lease.

22 Prohibition of other dealings

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23 Registration and notification of dealings and occupation

23.1 In this clause a '**Transaction**' is:

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23.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

23.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

23.1.3 the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

23.3.1 give the Landlord's solicitors notice of the Transaction; and

23.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

23.3.3 pay the Landlord's solicitors a registration fee of £50 (plus VAT).

23.3.4 deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

23.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

24 Closure of the registered title of this lease

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25 Repairs

25.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or Uninsured Risk, unless and to the extent that:

25.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or

25.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

25.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there.

26 Decoration

26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

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26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

26.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

27 Alterations

27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property

27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

27.3 The Tenant shall not make any internal, alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

28 Signs

28.1 In this clause **'Signs'** include signs, fascia, placards, boards, posters and advertisements.

28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld provided that nothing in this clause shall preclude the Tenant from displaying its usual trade or corporate logo and vinyl window signage which shall be permitted at all times

28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires

29 Returning the Property to the Landlord

29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

Provided always that Tenant will not have to reinstate any permitted alterations to the Property made pursuant to the terms of this Lease if at the determination of the Term:-

29.1.1 the requisite parties have entered into a binding agreement for the grant of a new lease to take effect immediately on the determination of the Contractual Term and containing a provision for reinstatement of such alterations at the end of the term of such new lease and such new lease is actually entered into; or

29.1.2 the Tenant has applied to the court for a new tenancy under the provisions of part II of the 1954 Act in which case the obligation to reinstate will not have effect until that application has been finally determined and either the court has not ordered the grant of a new lease containing provisions for reinstatement of such alterations at the end of the term of such new lease or the Tenant has elected not to enter into a new lease as ordered by the court.

29.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

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29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30 Use

30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury or actionable nuisance to the Landlord, the other tenants or occupiers of the Property or any owner or occupier of neighbouring property.

30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31 Management of the Property

31.1 The Tenant shall observe all reasonable and proper written regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Property subject to such regulations not adversely affecting the Tenant's use and enjoyment of the Property.

31.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any neighbouring property.

32 Compliance with laws

32.1 The Tenant shall comply with all laws relating to:

32.1.1 the Property and the occupation and use of the Property by the Tenant;

32.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

32.1.3 any works carried out at the Property; and

32.1.4 all materials kept at or disposed from the Property.

32.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

32.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

32.3.1 send a copy of the relevant document to the Landlord; and

32.3.2 in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

32.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent (such approval not to be unreasonably withheld or delayed save where such planning permission may adversely affect the capitalised value of the Property).

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32.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

32.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

32.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

32.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

33 Energy performance certificates

33.1 The Tenant shall:

33.1.1 *cooperate with the Landlord so far as is reasonably necessary to allow the Landlord* to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

33.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

33.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

33.3 At the written request of the Tenant, the Landlord shall provide the Tenant with a copy of any Energy Performance Certificate held by the Landlord,.

34 Encroachments, obstructions and acquisition of rights

34.1 The Tenant shall not grant any right or licence over the Property to any person.

34.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

34.2.1 immediately give notice to the Landlord; and

34.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

34.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

34.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

34.5.1 immediately notify the Landlord; and

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34.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35 Breach of repair and maintenance obligations

35.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

35.2 If the Tenant has not begun any works needed to remedy that breach within three months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

35.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 40.

36 Indemnity

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

37 Break Clause

37.1 Definitions:

37.1.1 Break Date: the day of 2 September 2023

37.1.2 Break Notice: written notice to terminate this lease on the Break Date specifying the Break Date.

37.2 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 12 months before the Break Date.

37.3 A Break Notice shall be of no effect if, at the Break Date:

37.3.1 the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;

37.3.2 vacant possession of the whole of the Property is not given; or

37.4 Subject to clause 39.3. following service of a Break Notice this lease shall terminate on the Break Date.

37.5 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

37.6 Upon exercise of the break the Landlord shall repay to the Tenant within 7 days of the Break Date all monies paid by the Tenant under the provisions of this Lease for the period following the Break Date.

38 Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the

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Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

39 Guarantee and indemnity

39.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

39.2 Clause 39.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

39.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

40 Re-entry and forfeiture

40.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

40.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

40.1.2 any breach of any condition of, or tenant covenant, in this lease;

40.1.3 an Act of Insolvency.

Provided that if the Tenant gives written notification to the Landlord of the existence of a fixed or floating charge entered into by the Tenant affecting the Property the Landlord shall not exercise its right of forfeiture pursuant to this clause unless it has given notice to the Bank in whose favour the charge exists and allowed a reasonable time for the Bank to remedy the breach for which the Landlord proposes to exercise its right of forfeiture

40.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

41 Liability

41.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

41.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

41.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

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42 Entire agreement

42.1 This lease and any documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

42.2 Each party acknowledges that in entering into this lease and any documents annexed to it] it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord has given to any written enquiries raised by the Tenant before the date of this lease.

42.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

42.4 Nothing in this clause shall limit or exclude any liability for fraud.

43 Notices, consents and approvals

43.1 A notice given under or in connection with this lease shall be:

43.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

43.1.2 given:

43.1.2.1 by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

43.1.2.2 by fax to the party's main fax number.

43.2 If a notice is given in accordance with clause 43.1, it shall be deemed to have been received:

43.2.1 if delivered by hand, at the time the notice is left at the proper address;

43.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

43.2.3 if sent by fax, at 9.00 am on the next working day after transmission.

43.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

43.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

43.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

43.5.1 it is given in writing and signed by a person duly authorised on behalf or the Landlord; and

43.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

43.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

43.6.1 the approval is being given in a case of emergency; or

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43.6.2 this lease expressly states that the approval need not be in writing.

43.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

44 Governing law and jurisdiction

44.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

44.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

45 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

46 Landlord and Tenant (Covenants) Act 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

47 Receivers' Liability

47.1 It is herby expressly declared and acknowledged that:

47.1.1 The Receivers are not executing this lease with the intention of accepting any personal liability thereunder and accordingly neither the Receivers nor their firm employees or agents shall incur any personal liability howsoever arising under or in connection with this lease or by entering into any other document or agreement pursuant to or in connection with this lease; and

49.1.2 No claim by or on behalf of the Tenant or any Guarantor howsoever arising whether directly or indirectly by virtue of this lease or any other document or agreement entered into or in connection with this lease shall rank as a receivership expense of the Landlord or shall be equal to or have priority over any claim or claims made by Aviva Commercial Finance Limited against the Landlord.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

FIRST SCHEDULE

Guarantee and indemnity

1 Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

1.1.1 pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the '**Authorised Guarantee Agreement**') and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

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1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

1.2.1 to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and

1.2.2 to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2 Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

2.2.1 any time or indulgence granted by the Landlord to the Tenant; or

2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or

2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or

2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or

2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or

2.2.9 without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or

2.2.10 the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

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3 Variations and supplemental documents

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

3.2.1 the variation is material or prejudicial to the Guarantor; or

3.2.2 the variation is made in any document; or

3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4 Guarantor to take a new lease or make payment

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

4.2.2 be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and

4.2.4 be excluded from sections 24 to 28 of the LTA 1954; and

4.2.5 otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

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[redacted] 22/8

guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

[redacted]

7 Other securities

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

Executed as a deed by **K/S DEBDALE PARK** acting by the Receivers or one of them pursuant to the powers conferred upon them by the Legal Charge in the presence of:

.....

Receiver

Witness signature: [redacted]

Witness name: [redacted]

Witness address: [redacted]

Witness occupation: [redacted]

Executed as a deed by **PURE GYM LIMITED** acting by [redacted]

.....

Director **OR** Secretary

5 Rent at the date of forfeiture or disclaimer

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

5.1.1 the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and

5.1.2 the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6 Payments in gross and restrictions on the Guarantor

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement invoiving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7 Other securities

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

Executed as a deed by **K/S DEBDALE PARK** acting by the Receivers or one of them pursuant to the powers conferred upon them by the Legal Charge in the presence of:

.....

Receiver

Witness signature:

Witness name:

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Witness address:

Witness occupation:

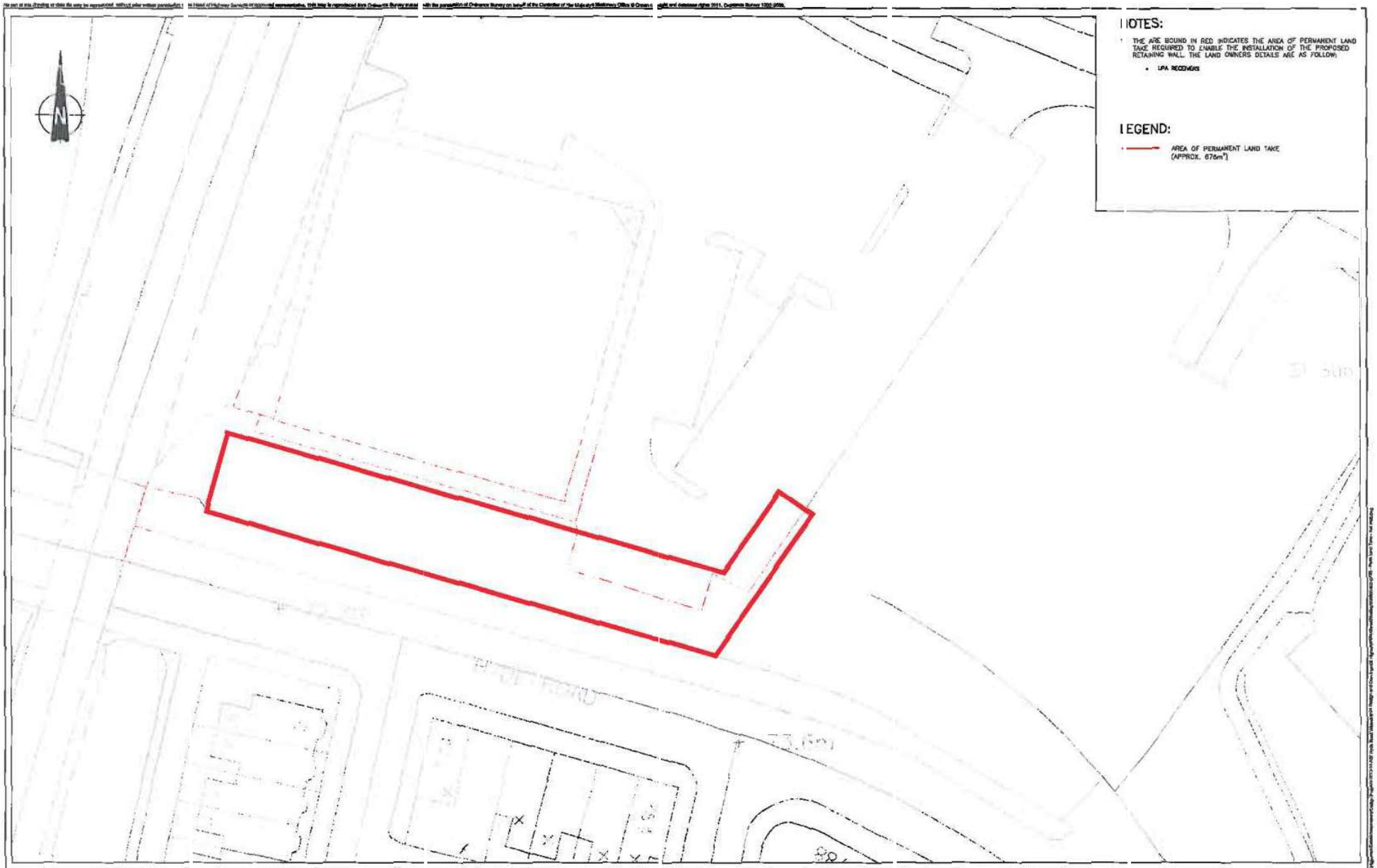
Executed as a deed by **PURE GYM LIMITED** acting by

.....

Director

.....

Director **OR** Secretary


NOTES:
1. THE ARE BOUND IN RED INDICATES THE AREA OF PERMANENT LAND TAKE REQUIRED TO ENABLE THE INSTALLATION OF THE PROPOSED RETAINING WALL. THE LAND OWNERS DETAILS ARE AS FOLLOW:
• LPA RECEIVERS
LEGEND:
AREA OF PERMANENT LAND TAKE (APPROX. 676m²)
57 HYDE ROAD WIDENING
E:389198 N:395864
AREA OF PERMANENT LAND TAKE (RETAINING WALL)
MANCHESTER CITY COUNCIL
Capital Programme Division
Corporate Technical Services
DESCRIPTION OF CHANGE
DATE
SIZE A1
DRAWN DD
CHECKED AH
APPROVED TZ
208053/B/202/ K06
REV -

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number MAN216357 | Edition date 25.03.2022

- This official copy shows the entries on the register of title on 27 MAY 2026 at 16:14:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : MANCHESTER

1 (23.10.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Fitness First, Hyde Road, Manchester (M18 7LN).

2 (23.10.2013) There are excluded from this registration the mines and minerals excepted by the Conveyance dated 30 March 1989 referred to in the Charges Register in the following terms and the land is also subject to the following rights reserved thereby:-

"(a) There are not included in the Conveyance:-

(i) any mines or minerals under the property or any right of support from any mines or minerals whatsoever

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

(b) There are reserved to the Board:-

(i) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the Licence or consent of the Board and not as of right

(ii) the right of support form the property for the adjoining property of the Board

(iii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the

A: Property Register continued

property now used for the benefit of the adjoining property of the Board

(iv) full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause

(v) full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or other retaining walls bridges and other works of the Board on their adjoining or neighbouring land

(vi) for the period of 80 years from the date hereof the right to lay and thereafter maintain any additional drains pipes wires cables or other works for the benefit of the Board's retained land and the right to connect into or from any such works

(vii) for the period of 4 years from the date hereof the right for the Board and those authorised or permitted by it to retain the advertising hoardings affixed to the property (the ownership of such hoarding not passing to the Purchaser under this Conveyance) with the right to use such hoardings for the purpose of displaying advertisements and to retain any revenue derived therefrom and to maintain repair renew replace or remove such hoardings during such period at its absolute discretion and without payment of compensation but making good any physical damage caused to the property by the exercise of this right

(viii) the right to the free flow of water through all culverts sluices and Gore Brook on the property the Board making good all damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) (v) and vi) of this sub-clause"

This registration takes effect subject thereto and the mines and minerals so excepted are excluded from the registration.

3 (23.10.2013) The Conveyance dated 30 March 1989 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED:-

(a) that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owners nor to be in derogation of their grant.

4 (23.10.2013) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the freehold estate in the land in this title and other land dated 15 November 2001 made between (1) Walls Development Limited and (2) Fitness First Clubs Limited.

NOTE: Copy filed under GM887699.

5 (23.10.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 2 September 2013
Term : 15 years beginning on and inclduing 2 September 2013 and ending on and inclduing 1 September 2028
Parties : (1) K/S Debdale Park
(2) Pure Gym Limited

6 (23.10.2013) The Lease prohibits or restricts alienation.

7 (23.10.2013) The landlord's title is registered.

8 (09.04.2018) By a Deed dated 19 March 2018 made between (1) Mansfield District Council and (2) Pure Gym Limited the terms of the registered lease were rectified.

A: Property Register continued

NOTE:-Copy Deed filed under GM887699.

9 (13.04.2018) As to the part edged and lettered X in green on the title plan Lease determined. Register closed.

10 (25.03.2022) By a Deed dated 22 March 2022 made between (1) Mansfield District Council and (2) Pure Gym Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed under GM887699.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (23.10.2013) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of The Hutts, Hutts Lane, Grewelthorpe, Ripon HG4 3DA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (23.10.2013) The land is subject to the rights reserved by the registered lease.

2 (23.10.2013) A Conveyance of the freehold estate in the land in this title and other land dated 30 March 1989 made between (1) British Railways Board and (2) Walls Development Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (23.10.2013) A Transfer of the freehold estate in the land lying to the north of the land in this title dated 6 May 1999 made between (1) Walls Developments Limited (Vendor) and (2) Oriel Leisure Limited (Purchaser) contains the following covenants by the Vendor:-

"The Vendor covenants (so as to bind the Retained Land into whosesoever hands the same may come) with the Purchaser for the benefit of the Property as set out in the Fourth Schedule and the Vendor covenants not to transfer that part of the Retained Land lying between the Property and Hyde Road without procuring that the transferee covenants with the Purchaser to observe the covenant at Paragraph 3 of the Fourth Schedule hereto

.....

FOURTH SCHEDULE

(Vendor's Covenants)

1. To maintain the road and footpaths adjacent to the Property and connecting to Hyde Road in good repair and condition and to keep them cleansed adequately lit and clear and unobstructed at all times until the same shall be adopted as a public highway

2. To maintain the sewers which run under the road referred to in line 1 of paragraph 1 in good repair and condition and to keep them cleansed and unobstructed at all times until the same shall be adopted

3. To maintain that part of the Retained Land lying between the Property and Hyde Road in a neat and tidy condition at all times and in particular from time to time to remove any items and rubbish which may be fly-tipped thereon

C: Charges Register continued

4. Not to build or permit to be built on the Retained Land any 2 star or budget style hotel or motel"

Schedule of restrictive covenants

1 (23.10.2013) The following are details of the covenants contained in the Conveyance dated 30 March 1989 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the property or any part thereof in whosesoever hands the same may come the Purchaser covenants with the Board as follows:-

(1) Not at any time:

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose -

to erect or add to any building or structures or to execute any works on any part of the property within a distance of 10 metres of the Board's land and works

.....

(3) To maintain the existing fencing to the Board's satisfaction along the boundary of the property marked F-G on the said plan with a suitable gated opening where the roadway shown hatched brown meets the said boundary

(4) Not to permit any drainage from the property whether by new or existing systems and whether surface or foul to run onto or into the Board's retained land or works

(5) Not to light or permit or suffer to be lighted on the property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals on the Board's railway or to be likely in the opinion of the Board (whose opinion as to questions affecting the safety of the railway shall not be open to question by the Purchaser) to be so confused

And if any lighting lighted sign or other illumination shall at any time be found to be so confused then upon request from the Board at once to alter the same in such a manner as to avoid such confusion or likely confusion

(6) To indemnify the Board against all and any liability in relation to the provision and maintenance of any occupation or accommodation works on or relating to the property including lineside fencing and in the event that the Purchaser is entitled to the benefit of any such occupation or accommodation works whether by virtue of the ownership of adjoining land or otherwise for the provision of such occupation or accommodation works the Purchaser hereby releases the Board from any liability for the provision of such occupation or accommodation works

(7) During the period of which the reservation relating to the advertising hoardings affixed to the property is operative not to do or permit any act or thing which does or might obstruct damage or interfere with such advertising hoardings

(8) Not to do or permit any act or thing which might interfere with the free flow of water through the existing sluices and culvers and Gore Brook on the property

(9) To use its best endeavours (including the taking or defending of

Schedule of restrictive covenants continued

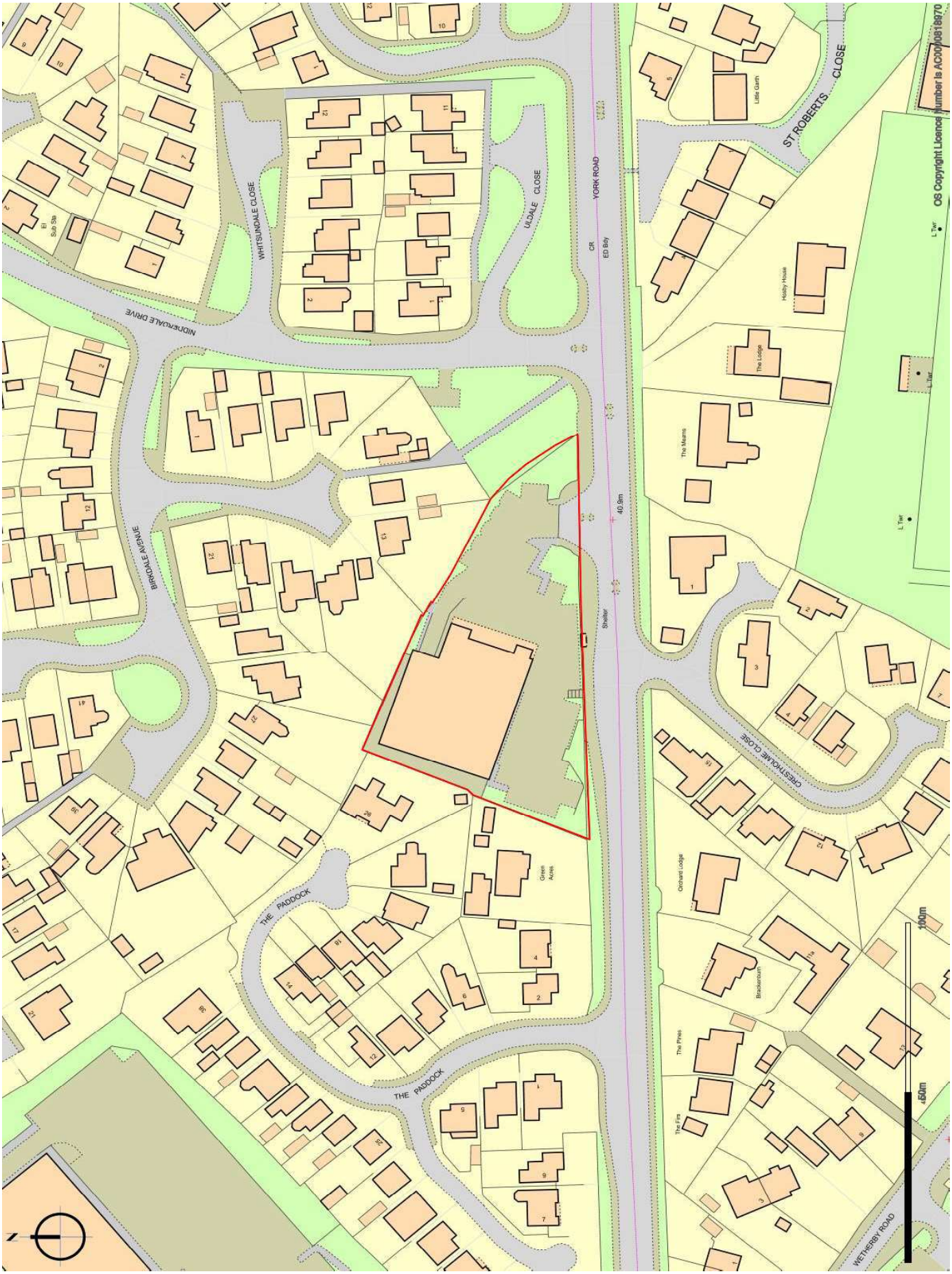
any necessary Court Action as the Board may require) to procure that any renewal of the said tenancy dated 1st September 1988 does not grant any rights over the Board's retained land

(10) Not to do or permit any act or thing (including earthworks) to be done on the property which might interfere with the stability of any embankments or sluices or watercourses on the Board's retained land

THE PURCHASER HEREBY RELEASES the Board from all obligations (if any) as to fencing and draining in relation to the property (including fencing and drains bounding the railway) and indemnifies the Board from their liability (if any) in respect of any such fencing and drainage".

NOTE: The western boundary of the land in this title lies between the points F and G referred to. The gate referred to does not lie within the boundary of the land in this title.

End of register


YORK ROAD
ULDALE CLOSE
WHITSUNDALE CLOSE
NIDDERDALE DRIVE
BIRKDALE AVENUE
THE PADDOCK
THE PADDOCK
ST ROBERTS CLOSE
CRESTHOLME CLOSE
WETHERBY ROAD
40.9m
Shelter
CR
ED Boy
El
Sub Sta
Little Garth
Haxby House
The Lodge
The Means
L Twr
Green Acres
Orchard Lodge
Brackenholm
The Pines
The Firs
100m
50m
OS Copyright Licence number is AC0000819970

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These are the notes referred to on the following official copy

Title Number NYK503337

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Knights plc

Printed 28/02/202311:19 AM

DATED 23 March 2023

(1) Lidl Great Britain Limited

and

(2) Puregym Limited

LEASE

relating to York Road, Knaresborough HG5 0SP

Knights plc
Majestic
City Square
Leeds
LS1 2EF

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PRESCRIBED CLAUSES

LR1. Date of lease 23 March 2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NYK175761

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

LIDL GREAT BRITAIN LIMITED incorporated and registered in England and Wales with company number 02816429 whose registered address is at Lidl House, 14 Kingston Road, Surbiton KT5 9NU

Tenant

PURE GYM LIMITED incorporated and registered in England and Wales with company number 6690189 whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of **Property** in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of **Contractual Term**.

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LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

None.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

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THIS LEASE is dated 23 March 2023

PARTIES

(1) **LIDL GREAT BRITAIN LIMITED** incorporated and registered in England and Wales with company number 02816429 whose registered address is at 14 Kingston Road, Surbiton KT5 9NU (**Landlord**); and

(2) **PURE GYM LIMITED** incorporated and registered in England and Wales with company number 6690189 whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY (**Tenant**).

BACKGROUND

(A) The Landlord is the freehold owner of the Property.

(B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at a rate of:

(a) £60,000 per annum for the period from and including the Rent Commencement Date to and including 8 September 2024 (***day before 18 months from date of PC/occupation***); and

(b) £120,000 per annum for the period from and including the 9 September 2024 (***date 18 months from date of PC/occupation***) to and including 8 March 2028 (***day before fifth anniversary of the term***); and

and then as revised under Schedule 4 and any interim rent determined under the LTA 1954.

Authorised Person: any:

(a) undertenant or person deriving title under the Tenant;

(b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

(c) person at the Property with the actual authority of the Tenant or any person

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referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: 9 March 2033 ***(10th anniversary of term commencement date).***

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 42.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of fifteen years from and including 9 March 2023 to and including 8 March 2038.

Default Interest Rate: 3% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

(a) glass forming part of the Property; and

(b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

Group Company: a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.

Insolvency Event: subject to clause 1.14, any one or more of the following:

(a) the taking of any formal step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;

(b) the making of an administration order in relation to the Tenant or any guarantor;

(c) the the appointment of an administrator, in relation to the Tenant or any guarantor;

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(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

(e) the formal commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

(f) the making of a winding-up order in respect of the Tenant or any guarantor;

(g) the striking-off of the Tenant or any guarantor from the Register of Companies;

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

(i) the making of a bankruptcy order against the Tenant or any guarantor; or

(j) the obtaining of a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

(k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of:

(a) the gross cost of any premiums that the Landlord expends before any discount or commission is allowed or paid to the Landlord) and any fees and other proper expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

(b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

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(c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.'

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord (acting reasonably) decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of National Westminster Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Permitted Use: A gym within Use Class E(d) of the Town and Country Planning (Use Classes) Order 1987 as it applied in England at the date this lease was granted or such other use within Use Class E(d) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) to which the Landlord has given consent (such consent not to be unreasonably withheld or delayed).

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the property described in Schedule 1.

Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property

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	wholly or partially unfit for occupation and use or inaccessible.
Property Plan:	the plan annexed to this lease at Appendix A and marked "Property Plan".
Rates and Taxes:	all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes: (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
Recommendation Report:	a report as defined in regulation 4 of the EPC Regulations.
Reinstatement Cost:	the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.
Rents:	the rents set out in clause 2.2.
Rent Commencement Date:	subject to paragraph 4.3 of Schedule 5, 9 September 2023 (***date falling six months from date of PC/occupation***).
Rent Payment Dates:	the first day of every month.
Reservations:	the rights excepted and reserved in paragraph 1 of Schedule 2.
Service Media:	all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
Signs:	signs, fascia, awnings, placards, boards, posters and advertisements.
Tenant Damage:	damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

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Tenant's Plant:	any air-conditioning plant, wireless network equipment, television aerials, satellite dishes and other plant and equipment reasonably required by the Tenant in connection with the Tenant's use of the Property for the Permitted Use and installed or to be installed (as the case may be) on the roof of the Property or pursuant to the Tenant's initial fit-out.
Tenant's Plant Works:	external non-structural works to install, repair and maintain the Tenant's Plant including all works to connect into any Service Media.
Term:	the Contractual Term and any statutory continuation of this lease.
Termination Date:	the date on which the Term ends (however it ends).
Third Party Rights:	the matters set out in Schedule 3.
Transaction:	is: (a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it; (b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
Uninsured Risks:	any one or more risks where loss or damage caused in whole or in part by the same is not the subject of insurance cover by the Landlord (because insurance against such risks or against particular events giving rise to a claim thereunder is not then generally available on normal commercial terms) and Uninsured Risk means any one of the Uninsured Risks.
Utilities:	electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
Utility Costs:	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair and reasonable proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
VAT:	value added tax chargeable in the UK.

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1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to:

(a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;

(b) the **Tenant** includes a reference to its successors in title and assigns; and

(c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

1.11 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 46.1;

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 46.3; and

(c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:

(i) any mortgagee of the Landlord;

where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any

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obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

1.12 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

1.13 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14 For the purposes of the definition of **Insolvency Event**:

(a) where any of the paragraphs in that definition apply in relation to:

(i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and

(ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

(b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

1.15 A reference to **writing** or **written** excludes fax and email.

1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

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2. GRANT

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with full title guarantee;

(c) excepting and reserving the Reservations; and

(d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

(a) the Annual Rent;

(b) the Insurance Rent;

(c) all interest payable under this lease;

(d) all VAT chargeable on the other rents set out in this clause 2.2.

3. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. PAYMENT OF ANNUAL RENT

4.1 The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

(a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

(b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. PAYMENT METHOD

The Tenant must pay the Annual Rent and all other sums payable under this lease by electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord;

6. NO SET-OFF

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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7. INTEREST

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not in the case of the Annual Rent), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. RATES AND TAXES

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord such approval not to be unreasonably withheld or delayed.

9. UTILITIES

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any requirements of the relevant suppliers relating to the supply and removal of Utilities to or from the Property notified to the Tenant in writing.

10. COMMON ITEMS

The Tenant must pay to the Landlord within 10 working days of written demand a fair and reasonable proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used by the Property in common with other land.

11. COSTS

11.1 The Tenant must pay on written demand and on a full indemnity basis the proper (and, in the case of clause 11.1(e), reasonable) costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with any of the following:

(a) the enforcement of the tenant covenants of this lease;

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(b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

(c) serving any notice in connection with this lease under section 17 of the LTCA 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is three months from and including the Termination Date; or

(e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. PROHIBITION OF DEALINGS

12.1 Except as expressly permitted by clause 13, clause 14, clause 15 and clause 16, the Tenant must not:

(a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or

(b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

(c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. ASSIGNMENTS

13.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

(a) Where reasonably required a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

(i) is in respect of all the tenant covenants of this lease;

(ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

(iii) imposes principal debtor liability on the assignor;

(iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

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(v) is otherwise in a form reasonably required by the Landlord;

(b) (if applicable) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;

(c) If reasonably required either

(i) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 6 (but with such reasonable amendments and additions as the Landlord may reasonably require);

(ii) a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of up tp six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent if applicable.

13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

(a) the Annual Rent or any other sum due under this lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding; or

(b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

13.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. UNDERLETTING

14.1 The Tenant may underlet the whole of the Property in accordance with this clause 14 and with the consent of the Landlord (such consent not to be unreasonably withheld).

14.2 The Tenant must not underlet the whole of the Property:

(a) together with any property, or any right over property, that is not included within this lease;

(b) at a fine or premium or reverse premium;

(c) allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;

(d) in the last five years of the Contractual Term unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);

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(e) for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;

(f) unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it; and

(g) unless (if reasonably required by the Landlord) a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of the underlease in favour of the Landlord in the form set out in Schedule 6 (but with such reasonable amendments and additions as the Landlord may reasonably require).

14.3 Any underletting by the Tenant must include:

(a) (where the underlease is to be granted within the last five years of the Contractual Term only) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

(b) the reservation of a rent which is not less than the open market rental value of the Property at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 14.2(c));

(c) provisions for the review of rent at the same dates and on the same basis as the review of the Annual Rent in this lease unless the term of the underlease is five years or less;

(d) a covenant by the undertenant not to:

(i) (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) assign or charge the whole or any part of the underlease;

(ii) (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) part with, share possession or share occupation of the whole or any part of the underlet property;

(iii) underlet the whole or part only of the underlet property;

(iv) assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;

(v) hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership); and

(vi) (if the underlease permits the undertenant to assign the underlease) assign the underlease without first procuring a direct covenant in favour of the

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Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it;

(e) a covenant to comply with the terms of this lease except the covenant to pay the Annual Rent; and

(f) provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this lease.

14.4 Any underletting by the Tenant must otherwise be:

(a) by deed;

(b) consistent with and include tenant covenants no less onerous than those in this lease excluding the covenant in this lease to pay the Annual Rent; and

(c) in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed).

14.5 In relation to any underlease granted by the Tenant, the Tenant must:

(a) not vary the terms of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed);

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

(c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

15. SHARING OCCUPATION

The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

16. CHARGING

The Tenant may charge the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) Provided That notwithstanding the provisions in this clause 16 Landlord's consent shall not be required for a bona fide floating charge entered into in the normal course of the Tenant's business.

17. NOTIFICATION AND REGISTRATION OF DEALINGS

17.1 Within one month of any Transaction, the Tenant must:

(a) give the Landlord notice of the Transaction;

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(b) deliver a copy of any document effecting or evidencing the Transaction to the Landlord (including)a copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and

(c) pay the Landlord a registration fee of £50 (plus VAT).

17.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

(a) promptly following completion of the Transaction apply to register it (or use reasonable endeavours to procure that the relevant person applies to register it);

(b) (or must use reasonable endeavours to procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and

(c) within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).

17.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

18. REPAIR

18.1 The Tenant must:

(a) subject to clause 18.2 to keep the Property in good and substantial repair and condition;

(b) ensure that any Service Media forming part of the Property and any Tenant's Plant is kept in good working order;

(c) keep the Property clean, tidy and clear of rubbish; and

(d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

18.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

(a) an Insured Risk unless and to the extent that:

(i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2Schedule 53.2(f)(f)of Schedule 5); or

(ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; or

(b) Property Damage by an Uninsured Risk unless that damage is Tenant Damage.

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19. DECORATION

19.1 The Tenant must:

(a) decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;

(b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

(c) carry out:

(i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and

(ii) the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

20. ALTERATIONS

20.1 Except as permitted by this clause 20, the Tenant must not make any:

(a) alteration or addition to the Property; or

(b) opening in any boundary of the Property.

20.2 Any alterations permitted by this clause are subject to clause 20.7.

20.3 The Tenant may make internal non-structural alterations to the Property without the consent of the Landlord provided plans are provided to the Landlord not less than 10 working days before such works are carried out.

20.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

(a) those alterations are reasonably required in connection with any works permitted under this clause 20;

(b) those alterations do not adversely impact on the structural integrity of the Property; and

(c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

20.5 The Tenant may carry out Tenant's Plant Works with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

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20.6 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

20.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

21. SIGNS

21.1 The Tenant must not:

(a) display any Signs inside the Property that are visible from the outside; or

(b) attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use provided that changes to the Tenant's fascia in accordance with the Tenant's national corporate style] shall be permitted without the consent of the Landlord subject to the Landlord being provided with drawings of such signage.

21.2 The Tenant must allow the Landlord to fix to and keep at the Property:

(a) during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and

(b) at any time during the Term, any sale board as the Landlord reasonably requires.

22. RETURNING THE PROPERTY TO THE LANDLORD

22.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

22.2 The Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Property;

(ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and

(iii) any Signs erected by the Tenant at the Property; and

(b) make good any damage caused to the Property by the removal of those items and alterations.

22.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

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22.4 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

23. USE

23.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

23.2 The Tenant must not:

(a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;

(b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

(c) hold any auction at the Property;

(d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance to any property that neighbours the Property;

(e) overload any part of the Property nor overload or block any Service Media at or serving the Property;

(f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

(g) (except as permitted by clause 20.6) interfere with any Service Media at the Property;

(h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

(i) allow any person to sleep at or reside on the Property.

24. ALLOW ENTRY

24.1 Subject to clause 24.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property Provided that the Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this Lease:

(a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice ((being at least forty eight hours) to the Tenant;

(b) at any reasonable time (whether or not during usual business hours); and

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(c) with their workers, contractors, agents and professional advisers

(d) to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

(e) to make good all damage caused to the Property or the Tenant's trade fittings and stock;

(f) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

24.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

25. KEYHOLDERS AND EMERGENCY CONTACT DETAILS

25.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

(a) hold a full set of keys for the Property;

(b) hold all the access codes for the Tenant's security systems (if any) at the Property; and

(c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

26. COMPLIANCE WITH LAWS

26.1 The Tenant must comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media, the Tenant's Plant and any other machinery and equipment at or serving the Property whether or not used or operated;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed of from the Property.

26.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

(a) send a copy of the relevant document to the Landlord; and

(b) take all reasonable steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

26.3 The Tenant must not:

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(a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or

(b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).

26.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

26.5 The Tenant must:

(a) comply with its obligations under the CDM Regulations;

(b) maintain the health and safety file for the Property in accordance with the CDM Regulations;

(c) give that health and safety file to the Landlord at the Termination Date;

(d) use reasonable endeavours to procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

(e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

26.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

26.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

26.8 The Tenant must keep:

(a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property and notified to the Tenant in writing; and

(b) that machinery, equipment and alarms properly maintained and available for inspection.

27. ENERGY PERFORMANCE CERTIFICATES

27.1 The Tenant must:

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(a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

27.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

27.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must either:

(a) commission an Energy Performance Certificate from a competent Energy Assessor ;or

(b) pay the reasonable and proper costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

27.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

28. THIRD PARTY RIGHTS

28.1 The Tenant must:

(a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

(b) not do anything that may interfere with any Third Party Right.

29. REGISTRATION OF THIS LEASE

29.1 The Tenant must:

(a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;

(b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

(c) send the Landlord official copies of its title within one month of completion of the registration.

29.2 The Tenant must not:

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(a) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;

(b) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or

(c) apply for an official copy of any exempt information document version of this lease.

30. CLOSURE OF REGISTERED TITLE

30.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and the easements granted by this lease promptly (and in any event within one month) following the Termination Date.

30.2 The Tenant must:

(a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 30.1 are responded to promptly and properly; and

(b) keep the Landlord informed of the progress and completion of that application.

31. ENCROACHMENTS AND PRESERVATION OF RIGHTS

31.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

31.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

31.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

31.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

31.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that action; and

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(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

32. REPLACEMENT GUARANTOR

32.1 Subject to clause 32.2, if:

(a) an Insolvency Event occurs in relation to a guarantor; or

(b) any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 15 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

32.2 Clause 32.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

33. PROCURE GUARANTOR CONSENT

33.1 For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:

(a) joins in any consent or approval required under this lease; and

(b) consents to any variation of the tenant covenants of this lease.

34. INDEMNITY

34.1 The Tenant must keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any tenant covenants in this lease;

(b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

(c) any act or omission of the Tenant or any Authorised Person.

35. LANDLORD COVENANTS

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

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36. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

37. EXERCISE OF RIGHT OF ENTRY

37.1 In exercising any right of entry on to the Property pursuant to paragraph 1.1 of Schedule 2, the Landlord must:

(a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant (being not less than 48 hours);

(b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

(d) cause as little inconvenience as reasonably possible to the Tenant; and

(e) promptly make good any physical damage caused to the Property or the Tenant's trade fittings and stock by reason of the Landlord exercising that right.

(f) use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

(g) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require

38. RE-ENTRY AND FORFEITURE

38.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not in the case of the Annual Rent);

(b) any breach of any condition of, or tenant covenant in, this lease which has not been remedied within a reasonable time following notice by the Landlord; or

(c) an Insolvency Event.

38.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

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39. SECTION 62 OF THE LPA 1925

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

40. NO RESTRICTION ON LANDLORD'S USE

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any other neighbouring or adjoining property.

41. LIMITATION OF LIABILITY

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

42. TENANT'S OPTION TO BREAK

42.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least six months before the Break Date.

42.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

(a) the Tenant has not paid by way of cleared funds any part of the Annual Rent (plus any VAT) which was due to have been paid; or

(b) the Tenant has not left the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession.

42.3 Subject to clause 42.2, following service of a Break Notice this lease shall terminate on the Break Date.

42.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

42.5 If this lease terminates in accordance with clause 42.3, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

43. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

43.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

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43.2 Following the service of a notice pursuant to clause 43.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

43.3 The proper costs incurred by the Landlord in carrying out any works pursuant to clause 43.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on written demand.

43.4 Any action taken by the Landlord pursuant to this clause 43 shall be without prejudice to the Landlord's other rights (including those under clause 38).

44. NOTICES

44.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

(a) by hand:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

44.2 If a notice complies with the criteria in clause 44.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

(b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting

Provided That any notice served on Puregym Limited shall only be deemed validly served if served at the registered office.

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44.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

45. RENT SUSPENSION DUE TO PANDEMIC

45.1 In this clause the following definitions apply:

Government: local, regional or central government.

Use Prevention Date: the date on which a Use Prevention Measure takes effect.

Use Prevention End Date: the date on which the Use Prevention Measure ceases to apply.

Use Prevention Measure: any measure imposed by the Government, local authority or the Landlord as a result of a pandemic, epidemic or other national health emergency which prohibits the Tenant from using the Property for the Permitted Use.

45.2 If a Use Prevention Measure takes effect, payment of the Annual Rent shall be reduced by 100% ("**Rent Reduction**") from and including the Use Prevention Date until and including the Use Prevention End Date provided that the Rent Reduction will not apply in the event that any act, omission or default of the Tenant (or an Authorised Person) has caused a Use Prevention Measure to be implemented. If a rent suspension period or part thereof applies before the Rent Commencement Date, then the Rent Commencement Date shall be postponed by a number of days equivalent to the number of days of the rent suspension period occurring before the original Rent Commencement Date.

45.3 The parties acknowledge that the maximum period of the rent reduction under this lease pursuant to this clause 47 is 12 months but it is acknowledged that this 12 month period may be apportioned over the duration of the Contractual Term.

46. CONSENTS AND APPROVALS

46.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

46.2 If a waiver is given pursuant to clause 46.1, it shall not affect the requirement for a deed for any other consent.

46.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

(a) the approval is being given in a case of emergency; or

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(b) this lease expressly states that the approval need not be in writing.

46.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

46.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.11) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

46.6 Where:

(a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or

(b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

47. VAT

47.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

47.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes Provided That the invoicing party shall provide a valid VAT invoice to the paying party within the statutory timeframe for doing so.

47.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

48. JOINT AND SEVERAL LIABILITY

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

49. ENTIRE AGREEMENT

49.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

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49.2 Each party acknowledges that in entering into this lease it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

49.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

49.4 Nothing in this clause shall limit or exclude any liability for fraud.

50. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

51. GOVERNING LAW

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

52. JURISDICTION

Subject to paragraph 1.11 of Part 2 of Schedule 4, each, party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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SCHEDULE 1 - PROPERTY

The land and buildings known as York Road, Knaresborough and shown edged red on the Property Plan.

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SCHEDULE 2 - RESERVATIONS

1 Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:

1.1 Subject to the Landlord complying with clause 37, the right to enter the Property: for any other purpose mentioned in or connected with:

(a) this lease;

(b) the Reservations; or

(c) the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.2 At any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit Provided that:

(a) any diminishment, obstruction or interference to the right of such light or other easements appertaining to or enjoyed by the Property shall:

1.1.1.a.1. not have a material and adverse effect on the use of the Property and the business operated therefrom upon the completion of any redevelopment;

1.1.1.a.2. only be of a temporary nature during the course of such redevelopment;

(b) the Landlord provides the Tenant with details of the works (to include a proposed programme and nature of works) to be carried out within a reasonable period prior to the commencement of such works and the Landlord consults with the Tenant on the management of potential interference of the Tenant's business at the Property ;

(c) there is no material interference with the Tenant's use of the Property in accordance with the terms of this Lease;

(d) the Landlord provides and maintains a reasonable means of access to the Property 24 hours a day 7 days a week and the Landlord erects signage as appropriate to notify the public of any alternative access to assist in directing customers to the Property as reasonably appropriate;

(e) all reasonable endeavours are taken to minimise any interference or obstruction to the Property or diminishment to the rights enjoyed at the Property by building work, scaffolding, noise, dust, vibration or otherwise (having had regard to the Tenant's suggestions in relation to limiting any such interference, obstructions or diminishment);

(f) all damage to the Property is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

(g) the Landlord uses all reasonable endeavours to complete any redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals) and in accordance with the programme provided to the Tenant at paragraph 1.2(b) of this Schedule;

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In case any dispute shall arise in respect of this paragraph 1 of this Schedule it shall be referred to an arbitrator to be appointed by agreement between the parties (or in default of agreement to be appointed upon the application of either party by the President for the time being of The Royal Institution of Chartered Surveyors) pursuant to and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the decision of such arbitrator shall be final and binding on the parties.

2 The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

(a) the Landlord;

(b) anyone else who is or becomes entitled to exercise them; and

(c) anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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SCHEDULE 3 - THIRD PARTY RIGHTS

All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted including those referred to in title number NYK175761 as at 8 December 2021 at 10:39:34.

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SCHEDULE 4- RENT REVIEW

Part 1 - Definitions

1 Definitions

The following definitions apply in this Schedule 4.

Base RPI Month: March 2023 (***month of completion***) or, where there has been at least one review of the Annual Rent in accordance with Part 2 of this schedule, the month that falls two months before the month in which the most recent prior Review Date fell.

Base Rent: the Annual Rent payable immediately before a Review Date.

Indexed Rent: the rent determined in accordance with paragraph 1.4.

First Review Date: 9 March 2028 (***fifth anniversary of term commencement date***).

Maximum Rent: The sum calculated by multiplying the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it) by 115.93%

By way of illustration the sum to be calculated pursuant to this definition for the review due on the First Review Date is as follows

Base Rent - £120,000 x 115.93% = £139,116

In which case the Maximum Rent payable pursuant to the review due on the First Review Date will be £139,116

Minimum Rent: The sum calculated by multiplying the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it) by 105.10%.

By way of illustration the sum to be calculated pursuant to this definition for the review due on the First Review Date is as follows

Base Rent - £120,000 x 105.10% = £126,120

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	In which case the Minimum Rent payable pursuant to the review due on the First Review Date will be £126,120
RPI:	the Retail Prices Index or any official index replacing it.
Review Dates:	9 March 2028 ***(fifth anniversary of term commencement date)*** and 9 March 2033 ***(tenth anniversary of term commencement date)***.
Revised Rent:	the rent ascertained in accordance with paragraph 1.3.
Shortfall Payment Date:	the date which is ten working days from and including the date that the Revised Rent is calculated by the Landlord and notified to the Tenant.

Part 2- Review of the Annual Rent

1.1 In this schedule, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to paragraph 1.11 (**Surveyor**).

1.2 The Annual Rent shall be reviewed at each Review Date to equal the Revised Rent.

1.3 The Revised Rent at a Review Date shall be the Indexed Rent unless:

(a) the Indexed Rent is less than the Minimum Rent, in which case the Revised Rent shall be the Minimum Rent; or

(b) the Indexed Rent is greater than the Maximum Rent, in which case the Revised Rent shall be the Maximum Rent

1.4 The Indexed Rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

1.5 The Landlord shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Revised Rent as soon as it has been ascertained.

1.6 If the Revised Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall:

(a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

(b) on or before the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the Revised

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Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the Revised Rent had been calculated by the Landlord and notified to the Tenant on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

1.7 Time shall not be of the essence for the purposes of this schedule.

1.8 Subject to paragraph 1.9, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.

1.9 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:

(a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 1.8 would fundamentally alter the calculation of the Indexed Rent in accordance with Part 2 of this schedule, and has given notice to the other party of this belief; or

(b) it becomes impossible or impracticable to calculate the Indexed Rent in accordance with Part 2 of this schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

1.10 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

(a) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of Part 2 of this schedule ; or

(b) where the Landlord and the Tenant fail to reach agreement under paragraph 1.9.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

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1.11 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

1.12 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

1.13 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

1.14 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

(a) dies;

(b) becomes unwilling or incapable of acting; or

(c) unreasonably delays in making any determination.

Paragraph 1.11 shall then apply in relation to the appointment of a replacement

1.15 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

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SCHEDULE 5- INSURANCE

1 Landlord's obligation to insure

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.

1.2 The Landlord shall not be obliged to insure:

(a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;

(b) any alterations to the Property that form part of the Property unless:

(i) those alterations are permitted or required under this lease;

(ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and

(iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or

(c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2 Landlord to provide insurance details

2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:

(a) at the request of the Tenant supply the Tenant with:

(i) full details of the insurance policy;

(ii) evidence of payment of the current year's premiums; and

(iii) details of any commission paid to the Landlord by the Landlord's insurer;

Provided that whilst the landlord is Lidl GB Limited (company number 2816429) (or a group company in accordance with section 42 of the 1954 Act) the provisions of (i), (ii) and (iii) shall not apply and the landlord will only need to provide the insurance certificate confirming that the Property is insured in accordance with the terms of the Lease

(b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change; and

(c) use reasonable endeavours to procure that the Landlord's insurer:

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(i) waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;

(ii) includes in the insurance policy a non-invalidation provision in respect of any act or default of the Tenant; and

(iii) permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3 Tenant's obligations

3.1 The Tenant must pay to the Landlord within 10 working days of demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every three years.

3.2 The Tenant must:

(a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;

(b) not do or omit to do anything as a result of which:

(i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;

(ii) the payment of any policy money may be withheld; or

(iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

(c) comply at all times with the requirements of the insurers relating to the Property where written details of those requirements have first been given to the Tenant;

(d) give the Landlord immediate notice of the occurrence of:

(i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or

(ii) any other event that might affect any insurance policy relating to the Property;

(e) except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in

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respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

4 Rent suspension

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Property Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:

(a) the date on which the Property has been reinstated so that it is fit for occupation and use; and

(b) the date which is three years from and including the date on which that Property Damage occurred (or such longer period where the Landlord's insurance for loss of rent is greater).

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Property Damage is caused by:

(a) an Insured Risk and:

(i) the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

(ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule; or

(b) an Uninsured Risk and the Property Damage was Tenant Damage.

4.3 If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:

(a) the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;

(b) the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;

(c) the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;

(d) X shall be:

(i) the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the

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Suspension Period and the day before the Original Rent Commencement Date; or

(ii) if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under paragraph (i);

(e) if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and

(f) if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5 Landlord's obligation to reinstate following damage or destruction by an Insured Risk

5.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

(a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

(b) reinstate the Property except that the Landlord shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained;

(ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;

(iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(iv) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

5.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

(a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 5.1(b) and paragraph (f) of this Schedule for the purposes of that reinstatement; and

(b) make up any shortfall out of its own funds.

6 Property Damage by an Uninsured Risk

6.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Property Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Property Damage occurred, the Landlord must either:

(a) terminate this lease by giving notice to the Tenant; or

(b) notify the Tenant that it intends to reinstate the Property at its own cost.

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6.2 If the Landlord notifies the Tenant under paragraph 5.1(b) that it intends to reinstate the Property, then the Landlord must use:

(a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

(b) its own monies to reinstate the Property but the Landlord shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained;

(ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(iii) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

6.3 If paragraph 6.1 applies but the Landlord has not served a notice under either paragraph (a) or paragraph (b) by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use.

7 Termination if reinstatement not complete by expiry of rent suspension

7.1 If Property Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph (b) of this Schedule) occurs and the Property has not been reinstated so as to make it fit for occupation and use and accessible by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

(a) such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and

(b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 18 or this Schedule 5.

8 Consequences of termination

8.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:

(a) this lease shall terminate with immediate effect from the date of the notice;

(b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and

(c) any proceeds of the insurance for the Property shall belong to the Landlord.

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9 Tenant Damage

If any damage to or destruction of the Property by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the Property but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.

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SCHEDULE 6 - GUARANTEE AND INDEMNITY

1 Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

(a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

(b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

(a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or

(b) to observe or perform any of the obligations the Tenant enters into in the AGA.

2 Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

(a) any time or indulgence granted by the Landlord to the Tenant;

(b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;

(c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;

(d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);

(e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

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(f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;

(g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;

(h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;

(i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;

(j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

(k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3 Variations and supplemental documents

3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:

(a) the variation is material or prejudicial to the Guarantor;

(b) the variation is made in any document; or

(c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4 Guarantor to take a new lease or make payment

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.

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4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

(a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

(b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

(c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease; and

(d) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' proper costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months' Annual Rent and the Guarantor must pay that amount on demand.

5 Rent at the date of forfeiture or disclaimer

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

6 Payments in gross and restrictions on the Guarantor

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the

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Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7 Other securities

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

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Executed as a deed by **Lidl Great Britain Limited** acting by a director in the presence of a witness:

[redacted]

Dire[redacted]

R. [redacted]

Print Name

Signature (Witness) [redacted]

Print Name [redacted]

Address .....

.....

Occupation [redacted]

[redacted]

OR

Executed as a deed by _____ as attorney for **Lidl Great Britain Limited** under a power of attorney in the presence of a witness:

.....

Attorney

.....

Print Name

Signature (Witness) .....

Print Name .....

Address .....

.....

Occupation .....

This official copy is incomplete without the preceding notes page.

Executed as a deed by F[redacted] as attorney for **Pure Gym Limited** under a power of attorney dated 13 September 2020 in the presence of:

.....
F[redacted] as
attorney for **Pure Gym Limited**

Witness signature: .....

Witness name: .....

Witness address: .....

.....

.....

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APPENDIX A- PROPERTY PLAN

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HM Land Registry
Official copy of title plan

Title number **NYK175761**
Ordnance Survey map reference **SE3656NW**
Scale **1:1250**
Administrative area **North Yorkshire : Harrogate**

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry

Official copy of register of title

Title number NYK503337 | Edition date 31.03.2023

- This official copy shows the entries on the register of title on 21 APR 2026 at 15:56:42.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 Apr 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH YORKSHIRE

1 (31.03.2023) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Strikes Garden Centre, York Road, Knaresborough (HG5 0SP).

2 (31.03.2023) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 March 2023
Term : 15 years from and including 9 March 2023 to and including 8 March 2038
Parties : (1) Lidl Great Britain Limited
(2) Pure Gym Limited

3 (31.03.2023) The Lease prohibits or restricts alienation.

4 (31.03.2023) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (31.03.2023) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Strikes Garden Centre, York Road, Knaresborough HG5 0SP.

C: Charges Register

This register contains any charges and other matters that affect the land.

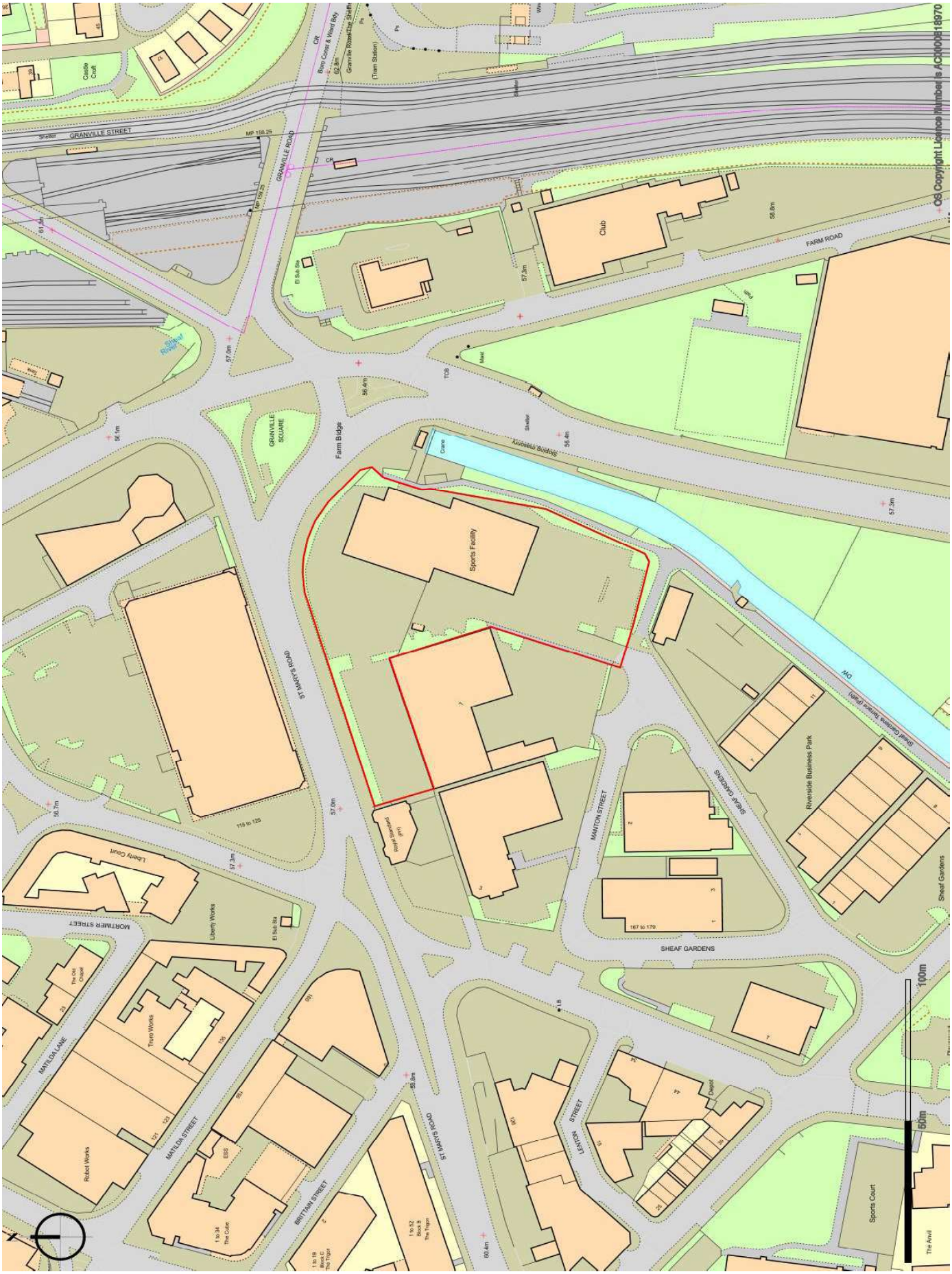
1 (31.03.2023) The land tinted blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 20 December 1996 and are still subsisting and capable of being enforced.

2 (31.03.2023) A Conveyance of the freehold estate in the land tinted pink on the title plan dated 3 November 1945 made between (1) George Johnson (Vendor) (2) Herbert Hewson (Mortgagee) and (3) Robert Mason and Robert Ascough Riley (Purchasers) contains the following covenants:-

"The Purchasers hereby jointly and severally covenant with the Vendor (to the intent that the burden of such covenant shall run with the property hereby conveyed and be binding on the Purchasers and their successors in title and the benefit thereof shall run with the remainder of the land comprised in the said Conveyance of the Fourth day of February One thousand nine hundred and forty two and the owner or owner thereof for the time being) that no part of the property hereby conveyed shall at any time hereafter be used for any purpose other than that of a nursery garden or for the erection thereon of private dwellinghouses each to have a net rateable value of not less than twenty five pounds per annum"

3 (31.03.2023) The land is subject to any rights that are reserved by Schedule 2 of the registered lease dated 23 March 2023 and affect the registered land.

End of register


GRANVILLE STREET
GRANVILLE ROAD
FARM ROAD
Club
Sports Facility
GRANVILLE SQUARE
Farm Bridge
Aqueduct Bridge
ST MARYS ROAD
MANTON STREET
SHEAF GARDENS
Riverside Business Park
Sheaf Gardens
LENTON STREET
MATILDA STREET
MATILDA LANE
MORTIMER STREET
BRITTAIN STREET
Liberty Court
Liberty Works
Toro Works
Robot Works
The Cube
Depot
Sports Court
The Anvil
Sheaf Gardens Tunnel (Path)
OS Copyright Licence Number is AC0000818970
100m
50m

PGH1-500

Docusign Envelope ID: E56679F2-83EB-4496-82BC-0336D0A2F07B

DATED

15 September 2025

LEASE

relating to

9-15 Manton Street, Sheaf Gardens, Sheffield, S2 4BA

between

THE SHEFFIELD CITY COUNCIL

and

PURE GYM LIMITED

Docusign Envelope ID: E56679F2-83EB-4496-82BC-0336D0A2F07B

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LR1. Date of lease

15 September 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SYK640778, SYK116948 and SYK339425

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

THE SHEFFIELD CITY COUNCIL

Town Hall Pinstone Street Sheffield S1 2HH

Tenant

PURE GYM LMITED

whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY

company number 06690189

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and **Error! Reference source not found.** of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

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None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in paragraph 1 of Schedule 1 to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in paragraph 1 of Schedule 2 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

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This lease is dated 15 September 2025

PARTIES

(1) **THE SHEFFIELD CITY COUNCIL** of Town Hall Pinstone Street Sheffield S1 2HH **(Landlord)**

(2) **PURE GYM LIMITED** incorporated and registered in England and Wales with company number 06690189 whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY **(Tenant)**

BACKGROUND

(A) The Landlord is the freehold owner of the Property.

(B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at an initial rate of £160,000.00 plus VAT per annum and then as revised under Schedule 4 and any interim rent determined under the LTA 1954.

Authorised Person: any:

a) undertenant or person deriving title under the Tenant;

b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: 24 May 2030.

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 38.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 10 years from and including 25 May 2025 to and including 24 May 2035.

Default Interest Rate: 4% per annum above the Interest Rate.

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Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

a) glass forming part of the Property; and

b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

Expert: an independent surveyor:

a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and

c) appointed in accordance with Clause 42.

Group Company: a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.

Insolvency Event: subject to clause 1.15, any one or more of the following:

a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;

b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;

c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;

d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;

e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

f) the making of a petition for a winding-up order which is not withdrawn or dispensed within 20 working days or a winding-up order in respect of the Tenant;

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g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off which is not withdrawn or dispensed within 20 working days;

h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);

i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order which is not withdrawn or dispensed within 20 working days or the making of a bankruptcy order against the Tenant;

j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant; or

k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of the competitive cost of the premium not with any discount or commission received by the Landlord for the insurance of:

a) the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

b) loss of Annual Rent from the Property for three years; and

c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Neighbouring Property: the freehold property known as land on the south side of St Mary's Road, Sheffield registered at HM Land Registry with title numbers SYK640778, SYK116948 and SYK339425.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

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Permitted Use: use as a health and fitness facility within Use Class E(d) of the Town and Country Planning (Use Classes) Order 1987 (as amended) as it applied in England at the date this lease was granted.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the land and building at 9-15 Manton Street, Sheaf Gardens, Sheffield, S2 4BA shown edged red on the attached plan.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: 25 November 2025.

Rent Payment Dates: the first day of every month.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 2.

Rights: the rights granted in paragraph 1 of Schedule 1.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Term: the Contractual Term and any statutory continuation of this lease.

Termination Date: the date on which this lease determines (however it determines).

Third Party Rights: the matters set out in Schedule 3.

Transaction: is:

a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;

Docusign Envelope ID: E56679F2-83EB-4496-82BC-0336D0A2F07B

b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or

c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks or any other risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to:

(a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and

(b) the **Tenant** includes a reference to its successors in title and assigns;

1.7 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

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1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.1;

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.3; and

1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of it.

1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 For the purposes of the definition of **Insolvency Event**:

(a) where any of the paragraphs in that definition apply in relation to:

(i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and

(ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

(b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

1.16 A reference to **writing** or **written** excludes fax and email.

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1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with full title guarantee;

(c) together with the Rights;

(d) excepting and reserving the Reservations; and

(e) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

(a) the Annual Rent;

(b) the Insurance Rent;

(c) all interest payable under this lease;

(d) all other sums payable under this lease; and

(e) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

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4. Payment of Annual Rent

4.1 The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

(a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

(b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

4.2 The Landlord shall refund to the Tenant on the date hereof any sums paid by the Tenant in advance pursuant to any previous lease which relate to a period after the commencement of the Term up to and including the day before the Rent Commencement Date.

5. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Interest

6.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid by its due date (in the case of Annual Rent only whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

6.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

7. Rates and Taxes

7.1 The Tenant must pay all Rates and Taxes.

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7.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

8. Utilities

8.1 The Tenant must pay all Utility Costs.

8.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

9. Common items

9.1 The Tenant must pay to the Landlord on demand a fair proportion of all proper costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

9.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

10. Costs

10.1 The Tenant must pay the proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

(c) serving any notice in connection with this lease under section 17 of the LTCA 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is three months from and including the Termination Date; or

(e) any consent or approval applied for under this lease whether or not it is granted (unless the consent or approval is unreasonably withheld or delayed by the Landlord or proffered subject to unreasonable or unlawful conditions).

10.2 In the case of costs incurred in relation to clause 10.1(e) any such costs must be reasonable and reasonably incurred.

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11. Prohibition of dealings

Except as expressly permitted by clause 12, clause 13, clause 14 and clause 15, the Tenant must not:

(a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or

(b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

(c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

12. Assignments

12.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

12.2 The Tenant shall not assign part only of this lease.

12.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

(a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

(i) is in respect of all the tenant covenants of this lease;

(ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

(iii) imposes principal debtor liability on the assignor;

(iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

(v) is otherwise in a form reasonably required by the Landlord;

12.4 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if the Annual Rent or any other undisputed and material sum due under this lease is outstanding.

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12.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

13. Underletting

13.1 The Tenant may underlet the whole of the Property in accordance with this clause 13 and with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

13.2 The Tenant must not underlet part only of the Property.

13.3 The Tenant must not underlet the whole of the Property:

(a) together with any property, or any right over property, that is not included within this lease;

(b) at a fine or premium or reverse premium;

(c) allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;

(d) unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954); and

(e) unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it.

13.4 Any underletting by the Tenant must include:

(a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease (where the underlease was required to be contracted out under clause 13.3(d));

(b) the reservation of a rent which is not less than the open market rental value of the Property at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 13.3(c));

(c) provisions for the review of rent at the same dates and on the same basis as the review of the Annual Rent in this lease unless the term of the underlease does not extend beyond the Review Date;

(d) a covenant by the undertenant to comply with the terms of this lease;

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(e) provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this this lease.

13.5 Any underletting by the Tenant must otherwise be:

(a) by deed;

(b) consistent with and include tenant covenants no less onerous than those in this lease excluding the covenant in this lease to pay the Annual Rent; and

(c) in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed).

13.6 In relation to any underlease granted by the Tenant, the Tenant must:

(a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed);

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed); and

(c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

14. Sharing Occupation

14.1 The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

15. Charging

15.1 The Tenant may charge the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that no such consent shall be required for a bona fide floating charge entered into in the normal course of the Tenant's business.

15.2 The Tenant shall not charge part only of this lease.

16. Notification and registration of dealings

16.1 Within one month of any Transaction, the Tenant must:

(a) give the Landlord notice of the Transaction;

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(b) deliver two certified copies of any document (or electronic copies) effecting or evidencing the Transaction to the Landlord (including two certified copies (or electronic copies) of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and

(c) pay the Landlord a registration fee of £30 (plus VAT).

16.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

(a) apply to register a Transaction promptly following completion of that Transaction;

(b) respond promptly and properly to any requisitions raised by HM Land Registry in connection with an application to register a Transaction; and

(c) send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of clause 16.2, any obligation on the Tenant to do something includes an obligation to procure that the thing is done.

16.3 If requested by the Landlord not more than once per annum, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

16.4 The Landlord shall use reasonable endeavours to promptly and properly assist the Tenant with any requisition raised by HM Land Registry in respect of the Tenant's applications under this clause 16.

17. Repair

17.1 The Tenant must subject to clause 17.2, keep the Property clean and tidy and in good repair and condition.

17.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

(a) an Insured Risk unless and to the extent that:

(i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 2.2(f) of Schedule 5); or

(ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; or

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(b) an Uninsured Risk.

18. Decoration

18.1 The Tenant shall decorate the exterior and the interior as often as is reasonably necessary and also in the last three months before the Termination Date save to the extent the Property has been decorated in the previous 12-month period.

18.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

18.3 All decoration carried out in the last three months before the Termination Date shall be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

19. Alterations

19.1 The Tenant shall not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

19.2 Any alterations permitted by this clause are subject to clause 19.5.

19.3 The Tenant may make internal non-structural alterations to the Property without the consent of the Landlord provided that the Tenant notifies the Landlord and provides plans to the Landlord showing the changes within a month of their completion.

19.4 With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:

(a) install any Service Media at the Property on the exterior of the Property; or

(b) alter the route of any Service Media at the Property.

19.5 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have a material adverse effect on the asset rating in any Energy Performance Certificate for the Property assessed with the same criteria as at the date of this lease.

20. Signs

20.1 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, save for vinyl window signage without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

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20.2 The Tenant must allow the Landlord to fix to and keep at the Property:

(a) during the three month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and

(b) at any time during the Term, any sale board as the Landlord reasonably requires

provided that the position does not impact upon signage already at the Property.

21. Returning the Property to the Landlord

21.1 The Tenant must return the Property to the Landlord on the Termination Date in the repair and condition required by this lease.

21.2 If reasonably requested to do so by the Landlord and the Landlord gives the Tenant written notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any physical damage caused to the Property by that removal.

21.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

21.4 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

22. Use

22.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

22.2 The Tenant must not:

(a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, or any property that neighbours the Property;

(b) overload any part of the Property nor overload or block any Service Media at or serving the Property.

23. Exercise of the Rights

The Tenant must exercise the Rights:

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(a) only in connection with the Tenant's use of the Property for the Permitted Use; and

(b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

24. Compliance with laws

24.1 The Tenant must comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed of from the Property.

24.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

24.3 As soon as practicable after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

(a) send a copy of the relevant document to the Landlord; and

(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

24.4 The Tenant must not apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).

24.5 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

24.6 The Tenant must (where the CDM Regulations apply):

(a) comply with its obligations under the CDM Regulations;

(b) maintain the health and safety file for the Property in accordance with the CDM Regulations;

(c) give that health and safety file to the Landlord at the Termination Date;

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(d) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

24.7 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

24.8 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

24.9 The Tenant must keep:

(a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably required by the Landlord; and

(b) that machinery, equipment and alarms properly maintained and available for inspection.

25. Energy Performance Certificates

25.1 The Tenant must:

(a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary outside of peak hours to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

25.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

25.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord (acting reasonably) either:

(a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord (such approval not to be unreasonably withheld or delayed); or

(b) pay the reasonable and proper costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

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25.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property or register it on the online registry.

26. Third Party Rights

The Tenant must:

(a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

(b) not do anything that may interfere with any Third Party Right.

27. Registration of this lease

27.1 The Tenant must:

(a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;

(b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

(c) send the Landlord official copies of its title within one month of completion of the registration.

27.2 The Landlord shall use reasonable endeavours to promptly and properly assist the Tenant with any requisition raised by HM Land Registry in respect of the Tenant's applications under this clause 28.

28. Closure of registered title and removal of entries in relation to this lease and easements granted by this lease

28.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.

28.2 The Tenant must:

(a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 28.1 are responded to promptly and properly; and

(b) keep the Landlord informed of the progress and completion of that application.

28.3 The Landlord shall use reasonable endeavours to promptly and properly assist the Tenant with any requisition raised by HM Land Registry in respect of the Tenant's applications under this clause 29.

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29. Encroachments and preservation of rights

29.1 The Tenant shall not grant any right or licence over the Property a third party.

29.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

(a) immediately upon becoming aware inform the Landlord and give the Landlord notice of that encroachment or action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

29.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

29.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

29.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement or right in the course of acquisition, the Tenant must:

(a) immediately upon becoming aware inform the Landlord and give the Landlord notice of that action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

30. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, proper costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any tenant covenants in this lease;

(b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

any act or omission of the Tenant or any Authorised Person PROVIDED ALWAYS THAT, the Landlord:

(c) gives notice to the Tenant as soon as reasonably practicable of any liabilities, expenses, costs, damages or claims that the Landlord wishes to rely on this indemnity;

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(d) provides to the Tenant assistance and evidence to defend or respond to any claims as required at the request of the Tenant and not to settle any claims without the consent of the Tenant; and

(e) mitigates its losses.

31. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

32. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

33. Exercise of right of entry

The Landlord covenants with the Tenant in respect of exercising any right of entry on to the Property pursuant any right in this Lease, the Landlord must, and procure that all those authorised by the Landlord must:

(a) except in case of emergency (where as much notice as possible is to be given), not to exercise any rights of entry onto the Property except on reasonable prior written notice (not being less than 7 days);

(b) in exercising any right to enter the Property to carry out work (where practicable and save where the work is necessitated as a result of the Tenant's default) to carry out such work outside peak times of the Tenant and in any event to use all reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and it's business;

(c) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(d) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

(e) cause as little inconvenience as reasonably possible to the Tenant; and

(f) promptly make good any physical damage caused to the Property by reason of exercising that right.

34. Meters and Electricity

The Landlord covenants with the Tenant to pay to the Tenant the cost of the electricity used by or at the Landlord's Neighbouring Property as measured by the meters installed on the Property and a reasonable proportion of any costs levied by the electricity supplied such as standing charges which fall to be shared by other electricity

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users at the Landlord's Neighbouring Property within 7 days of written demand. Any dispute of the amount due to the Tenant under the terms of this clause is to be determined by an Expert in accordance with clause 42.

35. Re-entry and forfeiture

35.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);

(b) any material breach of any condition of, or tenant covenant in, this lease; or

(c) an Insolvency Event.

35.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

36. Section 62 of the LPA 1925

36.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

36.2 Any flow of light to the Property at any time during the Term is enjoyed by the consent of the Landlord in accordance with section 3 of the Prescription Act 1832.

37. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

38. Tenant's option to break

38.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 12 months before the Break Date.

38.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

(a) the Tenant has not paid by way of cleared funds any part of the Annual Rent and Insurance Rent (plus any VAT) which was due to have been paid; or

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(b) the Tenant has not given up occupation of the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession;

38.3 Subject to clause 38.2, following service of a Break Notice this lease shall terminate on the Break Date.

38.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

38.1 If this lease terminates in accordance with Clause 38.3, then, within fifteen working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent and Insurance Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date.

39. Breach of repair and maintenance obligation

39.1 The Landlord may enter the Property on reasonable written notice being not less than 48 hours (save in the case of emergency) to inspect its condition and state of repair and give the Tenant written notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

39.2 Following the service of a notice pursuant to clause 39.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

39.3 The proper costs incurred by the Landlord in carrying out any works pursuant to clause 39.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

39.4 Any action taken by the Landlord pursuant to this clause 39 shall be without prejudice to the Landlord's other rights (including those under clause 35).

40. Notices

40.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

(a) by hand:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

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(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

40.2 If a notice complies with the criteria in clause 40.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

(b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

40.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

41. Consents and approvals

41.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

41.2 If a waiver is given pursuant to clause 41.1, it shall not affect the requirement for a deed for any other consent.

41.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

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41.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

42. Expert determination

42.1 This clause 42 applies in relation to any matter referred to an Expert for determination pursuant to:

(a) Clause 34;

(b) paragraph 2.1 of Part 4 of Schedule 4; and

(c) paragraph 6 of Schedule 6.

42.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

42.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

42.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.

42.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:

(a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

(b) this clause 42 shall apply to the new Expert as if they were the first Expert appointed.

42.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

42.7 To the extent not provided for by this clause 42, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

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42.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

42.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

42.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

42.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 42.11(a).

42.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

43. VAT

43.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

43.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

43.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

44. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

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45. Entire agreement

45.1 This lease constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

45.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently).

45.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

46. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

47. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

48. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Schedule 1 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:

2. The right to use any Service Media that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease provided that the Landlord may, at its discretion on reasonable prior written notice to the Tenant re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3. The right to connect into the Service Media referred to at paragraph 2 which are within the Property subject to such Service Media not exceeding their capacity as a result of the Tenant's use and as to any Service Meda which are ducts or channels, the right to connect place and retain therein any wires, pipes and other conducting media subject to sufficient capacity being available within such ducts or channels and subject further to the Tenant making good any damage caused to the Property and such ducts and/or channels in exercise of these rights to the reasonable satisfaction of the Landlord.

4. The rights of light, air, shelter and protection and support at the date of this lease belonging to or enjoyed by the Property.

5. The right to park vehicles belonging to the Tenant, its employees and visitors at the Property.

6. The right in the case of emergency of access through the Landlord's Neighbouring Property.

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Schedule 2 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease for the benefit of the Landlord's Neighbouring Property the following rights:

1.1 Subject to the Landlord complying with clause 33, the right to enter the Property for any other purpose mentioned in or connected with:

(a) this lease;

(b) the Reservations; or

(c) the Landlord's interest in the Property, the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.2 The right to:

(a) use and connect into Service Media at the Property which are in existence at the date of this lease;

(b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property; or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term;

(c) right to install and check meters on the Property in a position approved by the Tenant (such approval not to be unreasonably withheld or delayed) to measure electricity usage on other parts of the Landlord's Neighbouring Property; and

(d) re-route and replace any Service Media referred to in this paragraph, provided that re-routing does not render the Service Media any less commodious to the Tenant,

and PROVIDED THAT the Landlord shall use reasonable endeavours to provide alternative services during any period of interruption to the affected services caused by the exercise of the rights under this paragraph 1.3 and provided that they do not adversely affect the use and enjoyment of the Property for the Permitted Use.

1.3 Subject to the Landlord complying with clause 33, the right to enter the Property to read the meters referred to at paragraph 1.2(c) as often as reasonably required.

1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may acting reasonably think fit.

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2. The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

2.2 May be exercised by:

(a) the Landlord;

(b) anyone else who is or becomes entitled to exercise them; and

(c) anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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Schedule 3 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted including those set out or referred to in the register entries of SYK640778, SYK116948 and SYK339425 as at the date of this lease.

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Schedule 4 Rent Review

Part 1 Definitions

1. Definitions

The following definitions apply in this Schedule.

Base Rent: rent of £160,000.00 per annum.

Base RPI Month: May 2025.

Current Index Value: the All Items index value of the RPI for the month that falls three months before the month in which the Review Date falls.

Indexed Rent: the rent determined in accordance with paragraph 1.1 of Part 3 of this Schedule.

Maximum Rent: 4% increase in the Annual Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it).

Minimum Rent: 1% increase in the Annual Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it).

Review Date: 25 May 2030.

Revised Rent: subject to paragraph 1.2 of Part 2 of this Schedule, the rent calculated in accordance with paragraph 1.1 of Part 2 of this Schedule;

RPI: the Retail Prices Index or any official index replacing it.

Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is calculated and notified to the Tenant in accordance with paragraph 1.2 of Part 3 of this Schedule.

Part 2 Review of the Annual Rent

1. Review

1.1 The Annual Rent shall be reviewed on the Review Date (subject to paragraph 1.2 of Part 2 of this Schedule) the higher of:

(i) the Annual Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and

(ii) the Revised Rent.

1.2 If, at the Review Date, the Revised Rent is:

(a) less than the Minimum Rent, the Revised Rent will be deemed to be the Minimum Rent; or

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(b) more than the Maximum Rent, the Revised Rent will be deemed to be the Maximum Rent.

2. Late review of Annual Rent

2.1 If the revised Annual Rent has not been agreed or determined on or before the Review Date, the Tenant must:

(a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

(b) on or before the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

3. Time not of the essence

3.1 Time is not of the essence for the purposes of this Schedule.

4. Guarantor

4.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

Part 3 RPI rent review

1. Calculation of the Indexed Rent

1.1 The Indexed Rent for the Review Date shall be determined by multiplying the Base Rent by the Current Index Value, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

1.2 The Landlord shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Indexed Rent as soon as it has been ascertained.

2. Changes to the index

2.1 Subject to paragraph 2.2 of this Part of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.

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2.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Rent if either:

(a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.1 of this Part of this Schedule would fundamentally alter the calculation of the Indexed Rent in accordance with paragraph 1.1 of this Part of this Schedule, and has given notice to the other party of this belief; or

(b) it becomes impossible or impracticable to calculate the Indexed Rent in accordance with paragraph 1.1 of this Part of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with clause 42 of this lease and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

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Schedule 5 Insurance

1. Landlord's obligation to insure

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, The Landlord shall keep the Property insured against loss or damaged by the Insured Risks for the Reinstatement Cost.

1.2 The Landlord shall not be obliged to insure:

(a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;

(b) any alterations to the Property that form part of the Property unless:

(i) those alterations are permitted or required under this lease;

(ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and

(iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or

(c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to:

(a) any limitations, excesses and conditions that may be imposed by the insurers; and

(b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

2. Tenant's obligations

2.1 The Tenant must pay to the Landlord on demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once in any two year period.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

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2.2 The Tenant shall:

(a) Immediately upon becoming aware inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;

(b) not do or omit to do anything as a result of which:

(i) any insurance policy for the Property or any neighbouring property may become void or voidable or otherwise prejudiced;

(ii) the payment of any policy money may be withheld; or

(iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

(c) comply at all times with the requirements and recommendations of the insurers relating to the Property which have been notified to the Tenant in writing;

(d) give the Landlord immediate notice of the occurrence of:

(i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or

(ii) any other event that might affect any insurance policy relating to the Property;

(e) except for the Excluded Insurance Items or plate glass, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property (other than for Excluded Insurance Items or plate glass), pay those proceeds or cause them to be paid to the Landlord; and

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

3. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

3.1 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received (or as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

(a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent and commodious to that previously at the Property is provided; or

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(b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or

(c) repair or rebuild the Property after a notice has been served pursuant to paragraph 5.1 and paragraph 5.2 of this Schedule.

4. Rent Suspension

4.1 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or undertenant or Authorised Person, payment of the Annual Rent, Insurance Rent and Common Items, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of the three years from the date of the damage or destruction, if sooner.

5. Termination if reinstatement impossible or impractical following damage or destruction of the Property by an Insured Risk

5.1 If, following damage to or destruction of the Property, the Landlord reasonably considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this be without prejudice to any right or remedy of the Landlord or Tenant in respect of any breach of the Tenant or Landlord covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

5.2 Provided that the Tenant has complied with its obligations in this Schedule, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving notice this lease shall determine but this be without prejudice to any right or remedy of the Landlord or Tenant in respect of any breach of the Tenant or Landlord covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

6. Uninsured risks

6.1 If, Property is destroyed or damaged (whether in whole of in part) by any Uninsured Risks so as to render the Property unfit for occupation and use:

(a) The rent firstly reserved or a fair proportion of it according to the nature and extent of damage shall cease to be payable until either (if the Landlord elects to reinstate the Property pursuant to paragraph 6.2) the earlier of the date on which the Property shall be again fit for occupation and use or until the expiration of the period for which the rental income is insured or (if the Landlord does not elect to reinstate the Property) the date of termination of this lease pursuant to paragraph 7 below; and

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(b) The Landlord may by notice in writing to the Tenant given at any time within 12 months of the destruction or damage elect whether or not to reinstate the Property.

6.2 If the Landlord elects within such 12 month period to reinstate the Property then the Landlord shall at its own expense (subject to availability of all consents necessary to commence reinstatement in a form acceptable to the Landlord) reinstate the Property (but not any tenant's fixtures and fittings save those as may be specifically insured by the Landlord) to the extent that is necessary to render the same fit for occupation and use and such destruction or damage shall be deemed for the purposed of the Landlord's obligation to reinstate to have been caused by an Insured Risk using it's own funds.

7. Termination of this lease

7.1 If, (pursuant to paragraph 6.1(b)) the Landlord elects not to reinstate the Property (or if the Landlord fails within the specified 12 month period to make any election) then this lease shall automatically terminate with effect from the date of such election, or as the case may be, the last date upon which such election could have been made.

7.2 Termination of the term pursuant to paragraph 7.1 above will be without prejudice to the rights of any part against any other for any antecedent breach of its obligations under this lease.

7.3 If (pursuant to paragraph 6.1) the Property is not fit for occupation and use at the expiration of the period for which the rental income is insured then either party shall at any time thereafter but before the Property is fit for occupation and use be entitled to determine this lease by written notice to the other and this lease will terminate.

7.4 Upon termination the Tenant shall ensure the vacant possession of the whole of the Property is given to the Landlord.

7.5 If the lease is determined by this paragraph 7 then the Landlord shall be entitled to retain the whole of the insurance monies (if any) for its absolute use and benefit.

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Schedule 6 Pandemic rent suspension

1. Definitions

1.1 The following definitions apply in this Schedule:

Coronavirus: the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

End Date: in relation to each Tenant's Use Trigger, the date on which the relevant Government Measure no longer prevents use of the whole or any part of the Property for the Tenant's Use.

Government: local, regional or central government of the United Kingdom.

Government Measure: any mandatory measure imposed by the Government for the prevention or delay of the spread of Coronavirus or any other epidemic or pandemic disease but excluding any such measure imposed as a direct result of any act or omission of the Original Tenant or any Authorised Person.

Pandemic Period: in relation to each Tenant's Use Trigger, the period from and including the relevant Start Date to and including the earlier of:

a) the relevant End Date; and

b) the date which is six (6) months from and including that Start Date.

Start Date: in relation to each Tenant's Use Trigger, the date from and including which the Original Tenant is required by the relevant Government Measure not to use the whole or any part of the Property for the Tenant's Use.

Tenant's Use: the Permitted Use or the use within the Permitted Use for which the Property was used by the Original Tenant immediately before the relevant Government Measure came into effect.

Tenant's Use Trigger: a Government Measure that requires the Original Tenant not to use the whole or any part of the Property for the Tenant's Use.

Original Tenant: PURE GYM LIMITED incorporated and registered in England and Wales with company number 06690189 whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY.

2. Rent suspension due to a Tenant's Use Trigger

2.1 Subject to paragraph 2.2 and paragraph 3.1 of this Schedule, on each occasion that a Tenant's Use Trigger occurs during the Term, payment of 50% of the Annual Rent shall be suspended during the relevant Pandemic Period.

2.2 If 50% of the Annual Rent is suspended under paragraph 2.1 of this Schedule and, at any time during the relevant Pandemic Period, the Original Tenant uses the Property for the Permitted Use or (subject to paragraph 5.1 of this Schedule) any other use(s) instead of the Permitted Use, the Annual Rent shall not be suspended for that part of the Pandemic Period during which the Original Tenant uses the Property but for the avoidance of doubt, use for storage, repair or other non-trading use shall not be considered as the Tenants use of the Property for the purpose of this Schedule.

3. Circumstances in which the rent suspension will not apply

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3.1 If the Original Tenant receives any financial assistance from the Government in relation to the Tenant's Use Trigger.

5. No implication for other lease terms

5.1 Nothing in this Schedule shall imply that the Original Tenant may use the Property for any other use(s) than the Permitted Use.

6. Disputes

6.1 Any dispute between the Landlord and the Original Tenant that arises in connection with the provisions of this Schedule may, in the absence of agreement, be referred at any time by either party for determination in accordance with clause 42 of this lease.

7. **Personal to Original Tenant**

7.1 This Schedule is personal only to the Original Tenant and shall not apply to any successor, assignee, underlessee or Group Company. Upon any assignment, underletting or other transfer of this lease, this Schedule shall have no further effect.

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Executed as a Deed by
The Sheffield City Council
whose common seal was hereunto
affixed in the presence of:

Duly Authorised Signatory

Executed as a deed by **M** [redacted]
as attorney for **PURE GYM LIMITED** under a
Power of Attorney dated 7 May 2025
in the presence of:

[redacted]

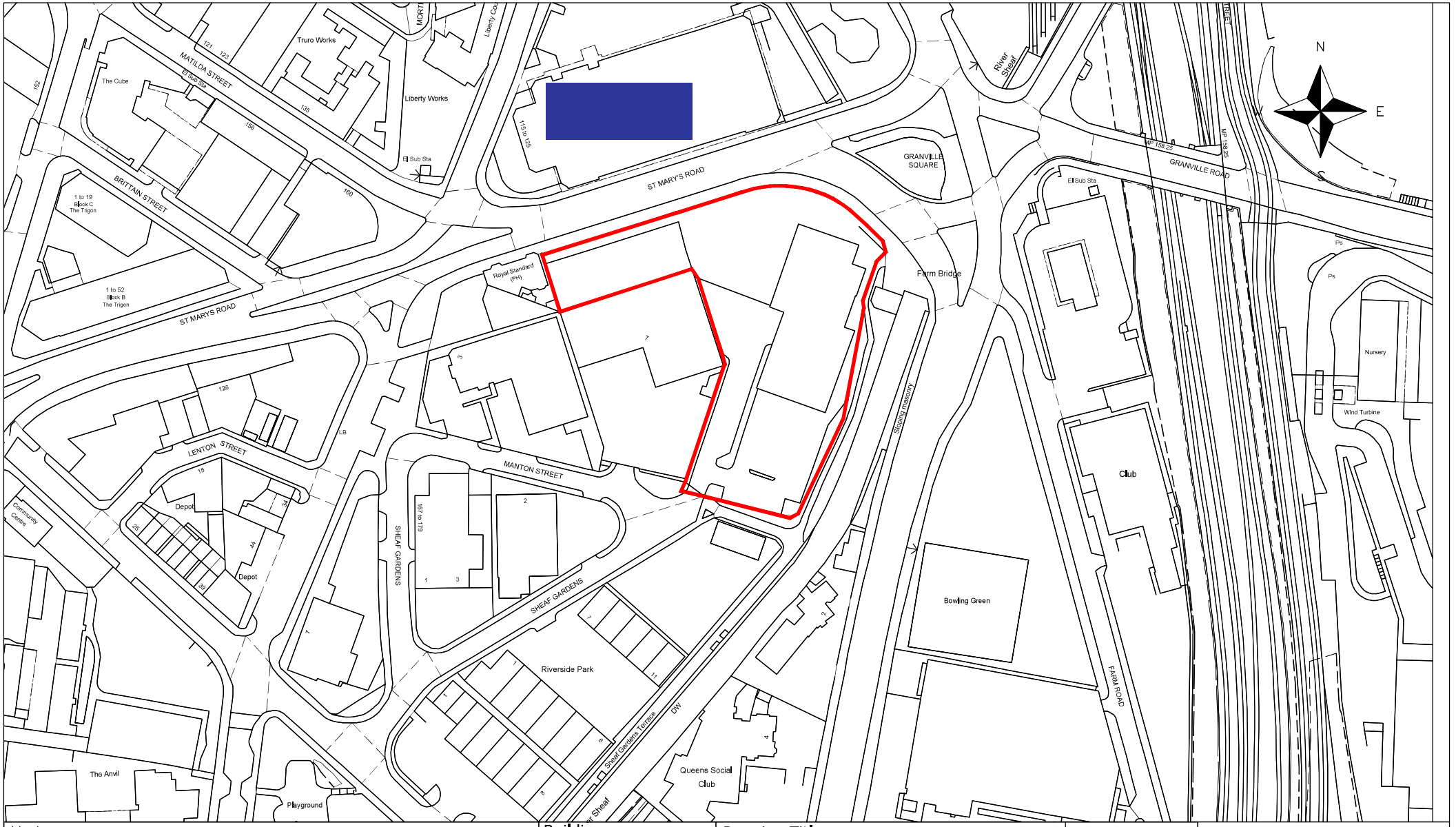
~~Signature of Director:~~

Signature of witness: [redacted]

Name (in BLOCK CAPITALS): P [redacted]

Address: [redacted]

Docusign Envelope ID: E56679F2-83EB-4496-82BC-0336D0A2F07B



Notes:

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Building	Drawing Title 9-15 Manton Street Sheaf Gardens Sheffield, S2 2BA	Scale 1:1250
		Date 20/05/2025
Location	Drawing No/File No	Rev.
Project Ref.	Drawn AD	A3

Sheffield City Council

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Roko Health Clubs
Marrtree
Business
Park
Sports Facility
50m
100m
OS Copyright Licence Number is AC0000818970

PGH1-548

These are the notes referred to on the following official copy

Title Number NYK409963

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 13 September 2013

SEQ31

HENRY BOOT PROJECTS LIMITED (1)

AND

PURE GYM LIMITED (2)

COPY

LEASE

OF
UNIT 2
PHASE IV
CLIFTON MOOR
YORK

18.10.13

irwinmitchell

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LR1 Date of Lease	13 September 2013
LR2 Title number(s)	**LR2.1 Landlord's Title Number(s)** *Title number(s) out of which this lease is granted. Leave blank if not registered.* NYK209205 **LR2.2 Other Title Number(s)** *Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*
LR3 Parties to this Lease *Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated*	**Landlord** **Henry Boot Projects Limited** (company registered number 01679963) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD **Tenant** **Pure Gym Limited** (company registered number 066990189) whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY ***Other parties*** None *Specify capacity of each party, for example, "management company", "guarantor", etc*
LR4 Property *Insert a full description of the land being leased or* *Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.* *Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*	**In case of a conflict between this clause and the remainder of this lease then for the purposes of registration this clause shall prevail** See definition of Premises in clause 1.1.26 of this Lease COLOUR
LR5 Prescribed statements etc *If this lease includes a statement falling within LR5.1 insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.* *In LR5.2 omit or delete those Acts which do not apply to this lease.*	***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003*** *None* ***LR5.2 This lease is made under, or by reference to, provisions of:*** *None*
LR6 Term for which the Property is leased *Include only the appropriate statement (duly completed) from the three options.* *NOTE: The information you provide or refer to here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*	The term as specified in this Lease at clause 1.1.35.
LR7 Premium *Specify the total premium inclusive of any VAT where payable*	None

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LR8 Prohibitions or restrictions upon dispositions of this Lease *Include whichever of the two statements is appropriate.* *Do not set out here the wording of the provision.*	This lease contains provisions that prohibits or restricts dispositions.
LR9 Rights of acquisition etc *Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions*	**LR9.1 Tenant's contractual right to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None **LR9.2 Tenant's covenant to (or offer to) surrender this lease** None **LR9.3 Landlord's contractual rights to acquire this lease** None
LR10 Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	None  COLOUR
LR11 Easements *Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*	**LR11.1 Easements granted by this Lease for the benefit of the Property** See Schedule 2 of this Lease **LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property** See Schedule 3 of this Lease
LR12 Estate rent charge burdening the Property *Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.*	None
LR13 Application for standard form of restriction *Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.* *Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*	None
LR14 Declaration of trust where there is more than one person comprising the Tenant *If the Tenant is one person, omit or delete all the alternative statements.* *If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*	None

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THIS LEASE is made on 13 September 2013

PARTIES:

(1) **HENRY BOOT PROJECTS LIMITED** (a company registered in England and Wales under company number 01679963) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD **("the Landlord");**

(2) **PURE GYM LIMITED** (a company registered in England and Wales under company number 06690189) whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY ("the Tenant").

HM LAND REGISTRY PARTICULARS

Landlord's Title Number(s): NYK209205
Administrative Area: York

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions**
In this Lease (unless the context otherwise requires) the following words and phrases have the meanings set out below:

1.1.1 **"1954 Act"** means the Landlord and Tenant Act 1954;

1.1.2 **"1995 Act"** means the Landlord & Tenant (Covenants) Act 1995;

1.1.3 **"Authorised Use"** means the use of the Premises as a health and fitness facility within Use Class D2 of the town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted as qualified by the provisions of clause 3.14;

1.1.4 **"Contamination"** means the contamination or pollution (as defined by Environmental Law) of any land, water or air or the environment by any substance in on under or emanating from the Premises;

1.1.5 **"Conducting Media"** means conduits and equipment used for the reception, generation, passage and /or storage of Utilities;

1.1.6 **"Enactment"** means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law and any notice, order, direction or requirement given or made pursuant to any of them, for the time being in force;

1.1.7 **"Encumbrances"** means the restrictions and other matters contained or referred to in Schedule 4;

1.1.8 **"Environmental Law"** means all Enactments relating to the environment and/or pollution of the environment (as those terms are defined in Section 1 of the Environmental Protection Act 1990);

1.1.9 **"EPC"** means a certificate which complies with regulations 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 17F of the Building Regulations 2000;

1.1.10 **"External Decorating Years"** means in every third year of the Term;

1.1.11 **"Guarantor"** includes any guarantor of the tenant covenants in this Lease including a guarantor who has entered into an authorised guarantee agreement.

1.1.12 **Historic Hazardous Substances"** means the presence of Contamination in, on, over, or under the premises at commencement of the Term.

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1.1.13 **"Insured Risks"** has the meaning given to it in Schedule 6;

1.1.14 **"Insurance Charge Commencement Date"** means 13 September 2013;

1.1.15 **"Interest"** means interest at the Prescribed Rate (as well after as before judgement), or such other comparable rate as the Landlord may reasonably designate if the Prescribed Rate ceases to be published, compounded at quarterly rests on 31 March, 30 June, 30 September and 31 December in each year;

1.1.16 **"Internal Decorating Years"** means in every fifth year of the Term;

1.1.17 **"Landlord"** includes all persons from time to time entitled to the immediate reversion to this Lease;

1.1.18 **"Lease"** is a reference to this lease and includes any documents supplemental to this Lease;

1.1.19 **"Original Tenant"** means Pure Gym Limited (Company Registration number 066990189)

1.1.20 **"Outgoings"** means in relation to the Premises all non-domestic rates, water rates, water charges and all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary municipal parochial or otherwise) which are now or may at any time be payable, charged or assessed on property or the owner or occupier of property, but 'taxes" in this context does not include value added tax, nor any taxes imposed on the Landlord in respect of the yearly rent reserved by this Lease or in respect of a disposal of the interest in immediate reversion to this Lease;

1.1.21 **"Plan"** means the plan attached to this Lease;

1.1.22 **"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act (1991) and the Planning and Compulsory Purchase Act 2004 and any other legislation relating to the Town and Country Planning in force from time to time;

1.1.23 **"Police Community Facilities"** means all those premises shown coloured blue on the plan that form part of the demise of the Police Community Facility Lease or relate to land of which exclusive rights are reserved in the Police Community Facility Lease.

1.1.24 **"Police Community Facility Lease"** means a lease dated 12 April 2000 made between (1) Northern Leisure 2000 Limited and (2) North Yorkshire Police Authority in respect of the Police Community Facilities as varied by a Deed of Variation dated 29 April 2010 made between (1) Henry Boot Projects Limited and (2) North Yorkshire Police Authority and includes any documents supplemental to it;

1.1.25 **"Prescribed Rate"** means the base lending rate for the time being of the HSBC Bank plc plus 4%;

1.1.26 **"Premises"** means the property known as Unit 2, Phase IV Clifton Moor, York more particularly defined in Schedule 1 and refers to any part of the Premises and improvements and additions made to, and fixtures fittings and equipment in or on the Premises and a reference to the Premises is a reference to the whose or part of it as the circumstances may require;

1.1.27 **"Recommendation Report"** means the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, including a report issued by an energy assessor for the purposes of regulation 17E(4) of the Building Regulations 2000 or

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regulation 12(4) of the Building Approval Inspectors etc) Regulations 2000;

1.1.28 **"Rent"** means the sum of £162,000 (One Hundred and sixty two thousand pounds) per annum subject to the additional review in accordance with Schedule 5 or any interim rent payable under the 1954 Act and the expression "rent" or "rents" includes the yearly Rent;

1.1.29 **"Rent Commencement Date"** means 13 September 2014;

1.1.30 **"Rent Payment Dates"** means 25 March, 24 June, 29 September and 25 December;

1.1.31 **"Review Date"** means 13 September 2018 and 13 September 2023 and any other date when the Rent may be reviewed under the Lease;

1.1.32 **"Signage Zones"** means:

1.1.32.1 Such part of the front elevation of the building to the Premises as the Tenant shall designate and the landlord acting reasonably shall approve;

1.1.32.2 The signage area located on that part of the neighbouring property in accordance with clause 12.3.5.1 of the 2009 Transfer referred to in Schedule 2 of this Lease; and

1.1.32.3 Such other areas designated by the Landlord from time to time on the Premises for the erection of signs.

1.1.33 **"Superior Landlord"** means the holder of a reversion whether immediate or not to the lease under which the Landlord holds its interest in the Premises;

1.1.34 **"Tenant"** includes the Tenant's successors in title and assigns in whom this Lease may for the time being be vested other than in Schedule 9 where the Tenant means the tenant as outlined in LR3 to this Lease;

1.1.35 **"Term"** means the term of 15 years commencing on 13 September 2013 granted by this Lease and any statutory continuation or extension of the term of years;

1.1.36 **"Uninsured Risks"** has the meaning given to it in Schedule 6;

1.1.37 **"Unsecured Underletting"** means an underletting of the whole of the Premises in relation to which the underlessor and the underlessee have entered into a duly authorised agreement to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 in accordance with the procedure set out in section 38(A) of that Act as amended by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

1.1.38 **"Utilities"** means electricity, gas, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telecommunications, satellite and data communication and all other utilities.

1.2 **Interpretation of Obligations, Restrictions and Liability**

In this Lease:

1.2.1 any obligation on a party to do any act, matter or thing includes an obligation to procure that it be done and a party under a restriction shall be under an obligation not to permit infringement of that restriction.

1.2.2 references to "liability" include, where the context so allows, claims, demands, proceedings, damages, losses, costs and expenses (including any diminution in the value of the Landlord's interest in the Premises and loss of amenity of the Premises) unless the context otherwise requires.

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1.3 **Value Added Tax**

References to "value added tax" mean value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.4 **Clauses and Clause Headings**

1.4.1 The headings in this Lease are for ease of reference only and shall not affect its interpretation or construction.

1.4.2 Unless the context otherwise requires, references to numbered clauses, paragraphs and schedules are references to the relevant clause, paragraph or schedule to this Lease.

1.5 **Singular and Plural Meanings**

Words in this Lease importing the singular meaning include where the context so admits the plural meaning and vice versa.

1.6 **Gender**

Words of one gender include both other genders and words denoting natural persons include corporations and firms.

1.7 **Enactments and Plural Meanings**

In this Lease unless otherwise specified, any reference to an Enactment or order (but not any Use Class Order) shall include statutory modification, extension or re-enactment of such Enactment or order and regulations or orders or other subordinate legislation made under it.

1.8 **Joint and Several Obligations**

At any time that the parties of this Lease or any Guarantor is two or more persons the expression "the Tenant" or "the Guarantor" includes the plural number and obligations in this Lease expressed or implied to be made with the Tenant or the Guarantor or by the Tenant or the Guarantor are to be treated as made with or by the persons comprising that party jointly and severally.

1.9 **Landlord and Tenant Covenants**

The expression "landlord covenant" and "tenant covenant" each has the meaning given to it by the 1995 Act.

1.1 **E-mail**

Any written notice served or notification in writing sent under or in connection with this Lease will not be validly served or sent by e-mail.

1.2 **Adjoining Property**

References in this Lease to any adjoining property of the Landlord include any property adjoining or near the Premises owned, leased or occupied by the Landlord from time to time.

2 THE LETTING TERMS

2.1 The Landlord with full title guarantee lets to the Tenant:

2.1.1 all the Premises;

2.1.2 together with the rights set out in Schedule 2; but

2.1.3 except and reserved to the Landlord its predecessors in title and those deriving title from the Landlord or such predecessors in title (and all persons authorised by them)

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the rights set out in Schedule 3.

2.2 for the Term determinable as provided by this Lease subject to the Encumbrances; and

2.3 the Tenant paying during the Term:

2.3.1 the Rent (subject to revision under Schedule 5) by equal quarterly payments in advance on the Rent Payment Dates in every year the first (or a proportionate part) of such payments in respect of the period commencing on the Rent Commencement Date and ending on the day before the following Rent Payment Date day to be made on the Rent Commencement Date;

2.3.2 as additional rent the monies payable by the Tenant under Schedule 6 commencing on the Insurance Charge Commencement Date;

2.3.3 as additional rent any value added tax chargeable on the rent and additional rent reserved in clause 2.3.

2.3.4 all other monies due from the Tenant to the Landlord under this Lease.

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord during the Term as follows:

3.1 Rent

3.1.1 To pay the Rent reserved by this Lease at the times and in the manner required in clause 2.3.1 and if the Landlord so requires by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord nominates from time to time.

3.1.2 To pay the additional rents reserved by this Lease at the times and in the manner specified in relation to each of them.

3.1.3 The Rent, additional rent and all other money due under this Lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set off.

3.2 Interest

3.2.1 To pay Interest on so much of the rents, reviewed rents, and other monies payable under this Lease as remain unpaid 14 days after they have become due from the date that they became due until the payment is made to the Landlord.

3.2.2 To pay Interest under Clause 3.2.1 for any period during which the Landlord properly refuses to accept the tender of payment because of an unremedied breach of covenant of the Tenant.

3.3 Outgoings and Contributions

3.3.1 To pay Outgoings.

3.3.2 To refund to the Landlord on demand (where Outgoings relate to property including the Premises) a fair and proper proportion attributable to the Premises, such proportion to be conclusively determined by the Landlord or the Landlord's Surveyor except in case of manifest error.

3.3.3 To reimburse the Landlord for loss of relief from non-domestic rates of unoccupied property which would have been available to the Landlord in respect of any vacancy of the Premises after the termination of this Lease but for the allowance of relief to the Tenant or any other person formerly in occupation of the Premises for any vacancy commencing before the termination of this Lease.

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3.3.4 To pay for all Utilities consumed on the Premises, all charges for meters, and all standing charges.

3.4 **Repair**

3.4.1 To keep and maintain the Premises in good and substantial repair and condition (except in respect of damage by Insured Risks or Uninsured Risks as allowed in Schedule 6 unless the disrepair is caused by the deliberate act or omission of the Tenant or persons occupying or enjoying the use of the Premises through or under the Tenant or their respective employees workmen, agents or any person on the Premises with their implied authority).

3.4.2 To replace any Landlord's fixtures and fittings in the Premises, which are beyond repair at any time during or at the expiry of or earlier determination of the Term except where such disrepair is caused by an Insured Risk or an Uninsured Risk.

3.5 **Decoration**

3.5.1 To clean, prepare and paint or treat (as appropriate) and generally redecorate all internal parts of the Premises in the Internal Decorating Years and also in the last three months of the Term (howsoever determined) such decorations in the last three months of the Term to be in such colours patterns and materials as the Landlord may reasonably require provided that the Tenant shall not be obliged to redecorate more than once in any 24 month period.

3.5.2 To clean, prepare and paint or treat (as appropriate) and generally redecorate all external parts of the Premises in the External Decorating Years and also in the last three months of the Term (howsoever determined) such decorations in the last three months of the Term to be in such colours patterns as the Landlord may reasonably require provided that the Tenant shall not be obliged to redecorate more than once in any 24 month period

3.5.3 Not without the consent of the Landlord to alter, cover up or change any part of the architectural decorations or the external colour of the Premises.

3.5.4 All works described in this clause 3.5 are to be carried out using good quality materials and in a good and workmanlike manner to the Landlord's reasonable satisfaction.

3.6 **Notice to Repair**

3.6.1 If any breach of covenant relating to the repair and condition of the Premises is found on inspection for which the Tenant is liable, then, on notice from the Landlord, to commence remediation of the breach to the reasonable satisfaction of the Landlord or its Surveyor within one month (or sooner if required) after the receipt of the notice and complete such works as soon as possible.

3.6.2 If the Tenant fails to comply with a notice under clause 3.6.1, the Landlord may itself or by its employees or agents enter the Premises at any time and execute the repairs works replacements or removals.

3.6.3 To pay to the Landlord on demand all expenses so incurred by the Landlord under clause 3.6.2 (such expenses and any Interest on them to be recoverable as if they were rent in arrear).

3.7 **Returning the Premises to the Landlord**

At the end of the Term:

3.7.1 to return the Premises to the Landlord, repaired, maintained, cleaned and decorated in accordance with the Tenant's covenants in this Lease (allowance being made for damage by Insured Risks and Uninsured Risks as provided in Schedule 6);

3.7.2 to remove from the Premises all signs relating to the Tenant or its business,

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Tenant's fixtures and fittings and other goods belonging to the Tenant (including in this context any persons deriving title to the Premises under the Tenant) and make good to the satisfaction of the Landlord all damage to the Premises caused by their removal.

3.7.3 to provide the Landlord with the health and safety file for the Premises.

Provided Always that the Tenant will not have to reinstate at the end of the Term any permitted alterations to the Premises made pursuant to the terms of this Lease if at the end of the Term:-

(i) the requisite parties have entered into a binding agreement for the grant of a new lease to take effect immediately on the end of the Term and containing a provision for reinstatement of such alterations at the end of the term of such new lease and such new lease is actually entered into; or

(ii) the Tenant has applied to the court for a new tenancy under the provisions of part II of the 1954 Act in which case the obligation to reinstate will not have effect until that application has been finally determined and either the court has not ordered the grant of a new lease containing provisions for reinstatement of such alterations at the end of the term of such new lease or the Tenant has elected not to enter into a new lease as ordered by the court.

3.8 **Entry by the Landlord**

3.8.1 To permit the Landlord and/or its employees or agents to enter the Premises at all reasonable times and on reasonable notice (being at least 48 hours' notice except in an emergency):

3.8.1.1 to inspect and record the condition of the Premises or any adjoining property of the Landlord;

3.8.1.2 to take a schedule of fixtures and fittings at the Premises;

3.8.1.3 to carry out any assessment or inspection necessary to prepare an EPC and/or Recommendation Report for the Premises;

3.8.1.4 to remedy any breach of the tenant covenants under this Lease;

3.8.1.5 to alter, maintain or repair the adjoining premises or property of the Landlord or person so entering; or

3.8.1.6 to construct, alter, maintain or repair anything serving such property and running through or on the Premises; or

3.8.1.7 to comply with any obligation in any superior lease or with an obligation to any third party having legal rights over the Premises; or

3.8.1.8 to comply with any obligation under this Lease; or

3.8.1.9 in connection with the development of any adjoining or neighbouring land or premises including the right to build on or into or in prolongation of any boundary wall of the Premises

without payment of compensation for any nuisance annoyance inconvenience or damage caused to the Tenant. Provided that the Landlord covenants with the Tenant in respect of the Landlord's rights of entry in this Lease:

3.8.1.9.1 to use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business (save where the works are necessitated as a result of the Tenant's default);

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3.8.1.9.2 to make good all physical damage caused to the Premises or the Tenant's trade fittings and stock;

3.8.1.9.3 to comply with such requirements and make such arrangements for security of the Premises as the Tenant may reasonably require and have notified to the Landlord.

3.9 **Alterations**

3.9.1 Not to make any alterations or additions to or affecting the structure of the Premises or the exterior of the Premises, or the appearance of the Premises as seen from the exterior.

3.9.2 Not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to make any other alterations or additions to the Premises (but the erection, alteration or removal by the Tenant of internal demountable partitioning, and consequential adjustments of ducting, ceiling tiles, light fittings and wiring, is authorised without such consent if the plans of the partitions or details of the alteration or removal of partitioning are immediately deposited with the Landlord) without:

3.9.2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents;

3.9.2.2 making an application supported by drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion);

3.9.2.3 entering into such covenants as the Landlord may require as to the execution and reinstatement of the alterations;

3.9.3 Not without the Landlord's previous written consent (such consent not to be unreasonably withheld or delayed) to make any alterations or additions in or to the electrical circuits or installations in the Premises and not to use any lighting points otherwise than for normal lighting purposes.

3.9.4 At the end of the Term, to the extent required by the Landlord, to reinstate the Premises to the condition in which they were in at the grant of this Lease, such reinstatement to be carried out under the supervision and to the reasonable satisfaction of the Landlord or the Landlord's Surveyor.

3.9.5 Where the Construction (Design and Management) Regulations 2007 apply to any alterations or additions to the Premises, to make a declaration to the Health and Safety Executive in the prescribed form before any works commence that the Tenant is the only client in relation to these works and immediately forward a copy of the declaration to the Landlord and on completion of the works, update the health and safety file for the Premises to reflect the works and immediately return the file to the Landlord.

3.9.6 To supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the Construction (Design and Management) Regulations 2007.

3.9.7 To provide the Landlord with a copy of any change made to the statutory health and safety file for the Premises and on request to provide the Landlord with a full copy of the file.

3.9.8 Not to make any other alterations to the Premises which in the Landlord's reasonable opinion materially adversely affects the energy efficiency of the Premises (including any adverse effect on the asset or operational rating contained

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in the EPC for the Premises).

3.10 **Alienation**

3.10.1 Not to assign or charge part only of the Premises.

3.10.2 Not to underlet part of the Premises without the consent of the consent of the Landlord (such consent not to be unreasonably withheld or delayed) PROVIDED ALWAYS that the Tenant is not permitted to underlet more than two separate parts of the Premises at any one time.

3.10.3 Not to assign the whole of the Premises nor underlet the whole or of the Premises without the consent of the Landlord (such consent not to be unreasonably withheld but subject in the case of an assignment to the provisions of clause 3.10.4).

3.10.4 Not otherwise than by assignment or underletting permitted under this clause 3.10 to:

3.10.4.1 part with or share possession or occupation of the whole or any part of the Premises; or

3.10.4.2 grant to third parties any rights over the Premises

3.10.5 On application by the Tenant for consent to assign the Premises under clause 3.10.3 the Landlord will be entitled:

3.10.5.1 to give consent subject to the condition that before the Tenant assigns the Premises, it enters into an authorised guarantee agreement pursuant to Section 16 of the 1995 Act in the form set out in Schedule 7;

3.10.5.2 to withhold consent to an assignment where:

3.10.5.2.1 in the reasonable opinion of the Landlord it has not been satisfactorily demonstrated that the proposed assignee is able and likely to perform and observe and will be able and likely to perform and observe the Tenant's covenants and obligations under this Lease;

3.10.5.2.2 In the reasonable opinion of the Landlord the proposed assignee's covenant strength is less than the Tenant's covenant strength both being assessed at the date of the application for consent to assign or in the case of the Original Tenant at the date of this Lease if the Original Tenant's covenant strength was materially stronger at that date but not taking into account any rent deposit authorised guarantee agreement or any other security to be given by the Tenant.

3.10.5.2.3 the assignee is a member of a group of companies of which the Tenant is itself a member as defined in clause 3.10.3 below unless in the reasonable opinion of the Landlord the covenant strength both being assessed at the date of application for consent to the assignor or in the case of the Original Tenant, at the date of this Lease if the Original Tenant's covenant strength was materially stronger at that date;

3.10.5.2.4 where the proposed assignee is not a resident in the United Kingdom or in the European Community or in a jurisdiction where reciprocal enforcement of judgements exists unless in the reasonable opinion of the Landlord the covenant strength both being assessed at the date of application for consent to the assignor or in the case of the Original

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Tenant, at the date of this Lease if the Original Tenant's covenant strength was materially stronger at that date;;

3.10.5.3 where it is reasonable in the circumstances to require, as a condition of granting consent to assign, that the proposed assignee provides the Landlord with:

3.10.5.3.1 a guarantor or guarantors of financial standing acceptable to the Landlord who will covenant with the Landlord in the terms set out in Schedule 8. In determining the acceptability of the guarantor or guarantors the Landlord will act reasonably; and/or

3.10.5.3.2 such reasonable rent deposit arrangements and/or the provision of such additional security for the performance by the assignee of its obligations under this Lease as reasonably required by the Landlord;

3.10.5.4 to require, as a condition of granting consent to assign, that all rents and other sums which have fallen or which fall due under this Lease prior to the date of the assignment have been paid to the Landlord.

3.10.5.5 the assignee shall by deed enter into a direct covenant with the Landlord to observe and perform the covenants and provisions of and pay the rents reserved by this Lease with effect from the date of assignment (and subject to the provisions of the 1995 Act).

3.10.6 Where the circumstances or conditions specified in sub-clause 3.10.5 above are to be determined by the Landlord (and such determination is not to be exercised reasonably by the Landlord) then if the Tenant disputes such determination either the Landlord or the Tenant will be entitled to refer the matter to an independent expert agreed between the parties (or failing agreement appointed by the President of the Royal Institution of Chartered Surveyors) and the determination of the independent expert will be final and binding on the parties and his costs will be met by the parties in his award

3.10.7 On the grant of an underlease, to obtain covenants by deed from the underlessee direct with the Landlord in such form as the Landlord may require that the underlessee will:

3.10.7.1 not assign or charge part only of the premises underlet;

3.10.7.2 not sub-underlet the whole or any part of the premises underlet;

3.10.7.3 not part with or share possession or occupation of the whole or any part of the premises underlet nor grant to third parties rights over them otherwise than by a permitted assignment or sub-underletting;

3.10.7.4 not assign or charge the whole of the premises sub-underlet without obtaining the previous consent of the Landlord under this Lease;

3.10.8 On the grant of any underlease:

3.10.8.1 to include provisions for the revision of the rent reserved by the underlease in an upward only direction in accordance with any rent review provisions contained within it;

3.10.8.2 not to reserve or take a premium or fine;

3.10.8.3 to reserve a rent which is not less than the open market rent as at the time of the grant of the underlease for the premises underlet; and

3.10.8.4 to include such covenants of the underlessee as are not inconsistent with or impair the due performance and observance of the covenants of

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the Tenant in this Lease.

3.10.9 Not to underlet the whole or any part of the Premises otherwise than by way of Unsecured Underletting. The Tenant is to ensure that any further underlease that may be granted to any guarantor of the undertenant pursuant to any guarantee whether or not contained in the underlease is also an Unsecured Underletting

3.10.10 The preceding provisions of this clause 3.10 do not apply to the sharing of occupation of the Premises with any member of a group of companies of which the Tenant is itself a member or any subsidiary company of the Tenant if:

3.10.10.1 the parties do not create the relationship of landlord and tenant; and

3.10.10.2 the occupation is immediately determined if the Tenant and the relevant member cease for any reason whatsoever to be members of the same group of companies;

3.10.10.3 and for this purpose group of companies has the meaning given to it by section 42 of the 1954 Act (as amended).

3.10.10.4 and for this purpose a reference to a subsidiary means a subsidiary company as defined in Section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159 (1) (b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking or security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references to section 1159(1)(a) and (c) to voting rights are to members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

3.10.11 The Tenant may grant trading concessions to share occupation with such other person[s] if and for so long as the following conditions are satisfied:

3.10.11.1 the other occupier(s) occupies part of the Premises in order to trade from it for the purposes of a trade separate from that of the Tenant;

3.10.11.2 the other occupier(s) uses the relevant part of the Premises only for the Authorised Use or such other use for which the Landlord has first granted its consent;

3.10.11.3 the occupier(s) occupier (between them if there is more than one occupier) no more than a total of 30% of the internal floor area of the Premises and the Tenant remains in occupation of the remainder of the Premises;

3.10.11.4 the arrangement is by way of licence is personal to the parties and does not create any relationship of landlord and tenant; and

3.10.11.5 the arrangement is consistent with the terms of this Lease and is documented in writing.

3.11 **Notification of Dispositions of this Lease**

Within one month to give to the Solicitors to the Landlord and any superior landlord written notice of any disposition of this Lease or the Premises (a "disposition" being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or on any

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transmission by death or other documentary evidence of devolution affecting the Premises) together with certified copies of the relevant documents and notices, and on each occasion to pay to the Solicitors such fees as they may reasonably require for the registration.

3.12 **Registration at the Land Registry**

To comply with the requirements of the Land Registration Act 2002 regarding registration of this Lease and/or the rights granted by this Lease at the Land Registry and to:

3.12.1 register this Lease and any assignment or other registrable disposition of this Lease at the Land Registry within one month of the date of the grant of this Lease or the date of the instrument or assignment or other disposition requiring registration (as the case may be);

3.12.2 use its best endeavours to procure that all rights granted or reserved by this Lease are properly noted against the affected titles;

3.12.3 within one week of the registration of the grant, assignment, other registrable disposition of this Lease or notice against the affected titles (as the case may be) deliver to the Landlord official copies of the registered titles;

3.12.4 make an application within one month of the end of this Lease (however it may be determined) to remove any note of this Lease registered on the Landlord's registered title and all entries on the Landlord's title relating to easements granted by this Lease and close the Tenants own title to this Lease and shall ensure that any requisitions raised by the Land Registry are dealt with promptly and properly and deliver to the Landlord appropriate evidence of closure or official copies of the affected titles.

3.13 **Enforcement of Underleases**

3.13.1 Not without the consent of the Landlord to vary the terms, or waive the benefit, of any covenant of the underlessee or condition in an underlease of the Premises.

3.13.2 Diligently to enforce the covenants of the underlessee and the conditions in any underlease of the Premises and to exercise by way of enforcement the powers of re-entry in the underlease.

3.13.3 Not without the consent of the Landlord to accept any sum or payment in kind by way of commutation of the rent payable by an underlessee of the Premises.

3.13.4 Not to accept the payment of rent from an underlessee of the Premises otherwise than by regular quarterly (or more frequent) payments in advance.

3.14 **User and Restrictions affecting use of the Premises**

3.14.1 Not to use the Premises otherwise than for the Authorised Use.

3.14.2 Not to erect or install in the Premises any engine, furnace, plant or machinery which causes noise fumes or vibration which can be heard smelled or felt outside the Premises.

3.14.3 Not to store in the Premises any petrol or other specially inflammable explosive or combustible substance.

3.14.4 Not to use the Premises for any noxious, trade or business nor for any illegal or immoral act or purpose.

3.14.5 Not to hold any sales by auction on the Premises.

3.14.6 Not to hold in or on the Premises any exhibition public meeting or public entertainment.

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3.14.7 Not to permit livestock of any kind to be kept on the Premises.

3.14.8 Not to do anything in the Premises which may be or grow to be a legal nuisance or damage to the Landlord or to the owners tenants and occupiers of adjoining and neighbouring properties.

3.14.9 Not to use the Premises so as to cause strain damage or interference with the structural parts, loadbearing framework, roof, foundations, joists and external walls of the Premises.

3.14.10 Not to overload the Conducting Media in the Premises.

3.14.11 Not to use the Premises as a betting shop or betting office.

3.14.12 Not to use the Premises for the sale of food and/or of alcoholic liquor for consumption either on or off the Premises.

3.14.13 Not to allow any person to sleep in the Premises nor to use the Premises for residential purposes.

3.14.14 Not at any time to place outside the Premises any goods, mats, trade empties, rubbish or other obstruction, except in covered receptacles designed for them while awaiting collection.

3.14.15 Not to accumulate trade empties on the Premises.

3.14.16 Not to place leave or install any articles merchandise goods or other things in front of or elsewhere outside the Premises.

3.14.17 Not to permit the drains to be obstructed.

3.15 **Signs and Advertisements**

3.15.1 Not to erect any sign, notice, advertisement or display of lights which is visible outside the Premises other than:

3.15.1.1 a suitable sign on the Signage Zones of a size and kind (subject to the provisions of clause 3.15.2) first approved by the Landlord or the Landlord's Surveyor (such approval not to be unreasonably withheld or delayed) showing the Tenant's name and trade;

3.15.1.2 such other notices as the Landlord may in its discretion approve.

3.15.1.3 Vinyl window signage

3.15.2 Whilst the Tenant is the Original Tenant no such approval shall be required by the Landlord as to the Tenant's usual corporate or branded logo provided always that the signs are of a size and kind first approved by the Landlord in accordance with clause 3.15.1.1 and are located within the Signage Zones. This clause 3.15.2 is personal to Pure Gym and is not binding on any successor in title of them.

3.16 **Secure Premises if Vacated**

Not to leave the Premises continuously empty or untended for more than two weeks without:

3.16.1 notifying the Landlord in writing; and

3.16.2 providing such caretaking or security arrangements as the Landlord shall reasonably require in order to protect the Premises from vandalism theft damage or unlawful occupation.

3.17 **Planning Permissions**

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3.17.1 Not to apply for or implement any planning permission under the Planning Acts without first obtaining the Landlord's written consent such consent not to be unreasonably withheld or delayed where the Landlord's consent has already been obtained in accordance with this Lease for the alterations or change of use to which a planning permission relates.

3.17.2 Following grant to give to the Landlord full particulars in writing of the grant of any planning permission.

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

3.17.4 If the Landlord reasonably so requires to produce evidence to the Landlord that the provisions of this clause 3.17 have been complied with.

3.18 **Compliance with Enactments and Notices**

3.18.1 Except where liability maybe expressly within the Landlord's covenants in this Lease to comply promptly with all notices served by any public, local or statutory authority, and with the requirements of any present or future Enactment or European Union law, regulation or directive (whether imposed on the owner or occupier), which affects the Premises or their use.

3.18.2 To supply the Landlord with a copy of any notice, order or certificate or proposal for any notice, order or certificate affecting or capable of affecting the Premises promptly after it is received by or comes to the notice of the Tenant.

3.18.3 At the request and cost of the Landlord, to make or join the Landlord in making such objections or representations against or in respect of such notice, order or certificate as the Landlord may reasonably require provided always that the Tenant shall not be obliged to make such objections or representations which materially adversely affect its business.

3.18.4 To keep the Landlord indemnified against liability by reason of the Tenant's failure to obtain any requisite development or other consent permit or licence or in complying with the requirements of Enactments and regulations.

3.18.5 To maintain the health and safety file for the Premises in accordance with the Construction (Design and Management) Regulations 2007 and give it to the Landlord at the end of the Term.

3.18.6 To produce on demand (at the Landlord's reasonable and proper cost) to the Landlord or any person authorised by it all documents, plans, data and such information as the Landlord may reasonably require in order to prepare and obtain an EPC for the Premises and to comply with any other statutory duties imposed on the Landlord by virtue of the regulations governing Energy Performance and in all circumstances to co-operate with the Landlord and any person authorised by it as may be reasonably necessary for the purpose set out in this clause 3.18.6.

3.19 **Defects in the Premises and Contaminants**

To give the Landlord immediate written notice upon becoming aware of the existence of any defect in the Premises or the arrival or existence of any contaminant, pollutant or harmful substance in or which could result in any liability on the part of the Landlord in relation to the Premises.

3.20 **Indemnity**

3.20.1 To keep the Landlord indemnified against any liability whether arising directly or indirectly from:

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3.20.1.1 any breach of any of the tenant covenants in this Lease;

3.20.1.2 any act or default;

3.20.1.3 liability in respect of any accident, loss or damage to person or property on the Premises;

by the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Premises with the actual or implied authority of any of them.

3.21 **Costs and Expenses of the Landlord**

To pay to the Landlord on demand all expenses (including the fees of professional advisors) incurred by the Landlord:

3.21.1 incidental to in the enforcement of or in contemplation of the preparation and service of a schedule of dilapidations during or within three months after the termination of this Lease and/or a notice under section 146 and 147 of the Law of Property Act 1925, even if forfeiture is avoided otherwise than by relief granted by the court;

3.21.2 in the recovery or attempted recovery of arrears of rent or additional rent due from the Tenant;

3.21.3 in connection with the enforcement or remedying of any breach of the covenants in this Lease on the part of the Tenant and any guarantor;

3.21.4 in connection with every application for any consent or approval made under this Lease including any associated consent or approval from a third party, whether or not consent or approval is given unless such consent is determined by the court to be unreasonably withheld or delay or offered subject to unreasonable conditions; and

3.21.5 for supervising any works which the Tenant is obliged to carry out pursuant to the provisions of this Lease; and

3.21.6 any risk assessment which the Landlord must carry out in order to comply with the statutory or other obligation of the Landlord.

3.22 **Obstruction of windows or lights and easements**

3.22.1 Subject to clause 3.15.1.3 not to stop up or obstruct any windows of the Premises or any other buildings belonging to the Landlord.

3.22.2 Not to permit any easement or similar right to be made or acquired into against or on the Premises.

3.22.3 Where any such easement or right is or is attempted to be acquired, immediately upon becoming aware to give notice of the circumstances to the Landlord, and at the request and cost of the Landlord to adopt such course as it may reasonably require for preventing the acquisition of the easement or right to such easement.

3.23 **Cleaning and Insurance of Windows**

3.23.1 To keep clean the glass in the windows of the Premises.

3.23.2 To keep insured the glass in the windows and the shop front of the Premises in the joint names of the Landlord and the Tenant in a sum equal to the full replacement cost against damage with an insurer of repute approved by the Landlord; and:

3.23.2.1 whenever required to produce to the Landlord the policy and the receipt for the last premium for such insurance; and

3.23.2.2 to lay out the monies received in respect of such insurance in

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replacement with glass of at least the same quality and thickness as before, and to make good any deficiency out of the Tenant's own resources.

3.24 **Environmental Laws**

3.24.1 Not to cause or permit any Contamination of the Premises or any adjoining property.

3.24.2 To inform the Landlord immediately that the Tenant becomes aware of any breach or material non-compliance with Environmental Law in relation to the Premises and/or the Authorised Use.

3.24.3 Notwithstanding any of the provisions of this Lease the Tenant shall have no liability to the Landlord directly or indirectly in respect of the terms of this Lease or otherwise as a result of the presence in, on, over or under the Premises at the date hereof of Historic Hazardous Substances or as a result of such previous uses of the Premises or any adjoining or neighbouring property as may have resulted in the release of contaminative substances pollution or other environmental harm ("Contaminative Uses") and the Tenant shall not be liable to the Landlord to make good or rectify (or pay to make good or rectify) any defect or want of repair resulting from Historic Hazardous Substances or Contaminative Uses (whether on the Premises or elsewhere) nor shall the Tenant be required to rectify remove treat or render harmless Historic Hazardous Substances or rectify any damage or other adverse consequences of any Contaminative Uses

3.25 **Value Added Tax**

3.25.1 Any payment or other consideration to be provided to the Landlord is exclusive of value added tax and the Tenant shall in addition pay any value added tax chargeable on the date the payment or other consideration is due.

3.25.2 Any obligation to reimburse or pay the Landlord's expenditure extends to irrecoverable value added tax on that expenditure and the Tenant shall also reimburse or pay such value added tax.

3.26 **Notices "to let" and "for sale**

3.26.1 To allow the Landlord to enter the Premises at reasonable times and upon reasonable prior notice at any time:

3.26.1.1 within six months next before the termination of this Lease to fix on the Premises a notice board for reletting the Premises but only where the Tenant no longer has the right to renew the Lease and it is not bona fide in the process of renewing the Lease pursuant to the terms of the 1954 Act; and

3.26.1.2 to fix on some part of the Premises a notice board for sale of the interest of the Landlord provided always that such notice do not interfere with the Tenant's signage permitted in accordance with the terms of this Lease and such notices make it clear that the Tenant's business remains unaffected.. The Tenant further covenants not to remove or obscure any such notice board.

3.26.2 To permit all persons authorised by the Landlord to view the Premises at reasonable hours and with prior reasonable notice without interruption in connection with any such letting or sale and subject to any security measures the Tenant reasonably requires and has notified to the Landlord.

3.27 **Encumbrances**

To observe and perform by way of indemnity only the obligations and restrictions comprising the Encumbrances so far as they relate to the Premises and are capable of being enforced and to keep the Landlord indemnified against liability for breach of the obligations and

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rstrictions during the Term.

3.28 **Licences**

To observe and maintain all Licences and registrations which are necessary for the use of the Premises and renew and amend them when required and to observe and perform all conditions in the Licences.

3.29 **New Guarantor**

If an event of insolvency (as defined in clause 4.1) occurs in relation to any guarantor of the Tenant (other than pursuant to the guarantee given under the terms of clause 3.10.4.1) the Tenant shall notify the Landlord of such event of insolvency and the Tenant shall forthwith procure another person previously approved by the Landlord to execute a further guarantee in such form as the Landlord shall reasonably require.

3.30 **Energy Performance Certificate**

3.30.1 Not to prepare obtain or commission (nor procure nor suffer the same) any EPC without the prior written consent of the Landlord (such consent not to be unreasonably withheld where the Tenant is under a statutory duty to provide an EPC to a third party).

3.30.2 Where a valid EPC held by the Landlord in respect of the Premises is invalidated by any EPC obtained by the Tenant under clause 3.30.1 above or by the carrying out of any works to the Premises permitted under clause 3.9 the Tenant shall (at the Landlord's option) either obtain a new EPC for the Premises at the cost of the Tenant or fully indemnify the Landlord in respect of the cost of obtaining a new EPC for the Premises.

3.30.3 Where the Tenant obtains a new EPC pursuant to clause 3.30.2 it shall deliver a copy to the Landlord together with all supporting data and records and the unique reference number of the EPC.

4 PROVISOS

THE PARTIES AGREE to the following provisos:

4.1 **Proviso for Re-Entry**

4.1.1 The Landlord may terminate this Lease by re-entering the Premises (or a part of them) if:

4.1.1.1 any of the rents due under this Lease remain unpaid twenty one days after becoming due for payment (and in the case of the Rent, whether or not it has been formally demanded); or

4.1.1.2 the Tenant fails to perform or observe any tenant covenant in or condition of this Lease; or

4.1.1.3 an event of insolvency occurs in relation to the Tenant or one of the Tenants or any guarantor of the Tenant or one of the Tenants.

4.1.2 Where the Tenant or any guarantor is a corporate body (or if more than one corporate body then any one of them) the expression "an event of insolvency" in clause 4.1.1 includes:

4.1.2.1 the taking of any step in connection with any voluntary arrangement or other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

4.1.2.2 the making of an administration order in relation to the Tenant or guarantor; or

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4.1.2.3 the giving of any notice of intention to appoint an administrator or the filing at court of the prescribed documents in connection with the appointment of an administrator or in any case in relation to the Tenant or the guarantor; or

4.1.2.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or a guarantor; or

4.1.2.5 the commencement of a voluntary winding up in respect of the Tenant or a guarantor except a winding up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

4.1.2.6 a winding up order being granted in respect of the Tenant or a guarantor; or the striking off of the Tenant or a guarantor from the Register of Companies or the making of an application for the Tenant or a guarantor to be struck off; or

4.1.2.7 the Tenant or a guarantor otherwise ceasing to exist.

4.1.3 Where the Tenant or any guarantor is an individual (or if more than one of them, then any of them) the expression "an event of insolvency" in clause 4.1.1 includes:

4.1.3.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

4.1.3.2 the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

4.1.4 In relation to the various events of insolvency they are, wherever appropriate, to be interpreted in accordance and conjunction with the relevant provisions of the Insolvency Act 1986 as amended.

4.1.5 If the Landlord re-enters the Premises in exercise of the rights in clause 4.1.1 this Lease will immediately end but this will not prejudice any other right or remedy of the Landlord for breach of covenant or condition by the Tenant or any guarantor occurring before the termination of this Lease.

4.1.6 The Landlord shall not effect any entry upon the Premises or any part thereof in pursuant of its rights under this clause:

4.1.6.1 Without first giving written notice to the Tenant and to any underlessee mortgagee or chargee of the Premises or any interest therein of whom the Landlord has received prior written notice in accordance with the provisions of this Lease specifying the breach complained of and stating the Landlord's intentions if that breach is not appropriately remedied; and

4.1.6.2 If within thirty (30) Working Days (or such longer period as shall be reasonable in the circumstances) following the date of service of the Landlord's notice the Tenant or such other remedies the breach complained of.

4.2 **Power for Landlord to deal with Adjoining Property**

The Landlord may deal as it thinks fit with other property adjoining or nearby belonging to the Landlord, and may erect or permit to be erected on such property any buildings irrespective of whether they affect or diminish the light or air which may now or at any time be enjoyed by the Tenant in respect of the Premises provided that:

4.2.1 any diminishment, obstruction or interference to the right of such light or other

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easements appertaining to or enjoyed by the Premises shall:

4.2.1.1 not have a material and adverse effect on the use of the Premises and the business operated therefrom upon the completion of any redevelopment;

4.2.1.2 only be of a temporary nature during the course of such redevelopment;

4.2.2 the Landlord provides the Tenant with details of the works (to include a proposed programme and nature of works) to be carried out within a reasonable period prior to the commencement of such works and the Landlord consults with the Tenant on the management of potential interference of the Tenant's business at the Premises;

4.2.3 there is no material interference with the Tenant's use of the Premises in accordance with the terms of this Lease;

4.2.4 the Landlord provides and maintains a reasonable means of access to the Premises 24 hours a day 7 days a week and the Landlord erects signage as appropriate to notify the public of any alternative access to assist in directing customers to the Premises as reasonably appropriate

4.2.5 all reasonable endeavours are taken to minimise any interference or obstruction to the Premises or diminishment to the rights enjoyed at the Premises by building work, scaffolding, noise, dust, vibration or otherwise (having had regard to the Tenant's suggestions in relation to limiting any such interference, obstructions or diminishment);

4.2.6 all damage to the Premises is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

4.2.7 the Landlord uses reasonable endeavours to complete any redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals) and in accordance with the programme provided to the Tenant;

4.3 **Compensation for Disturbance**

The Tenant is not entitled on quitting the Premises to claim from the Landlord any compensation unless and to the extent that any statutory right to compensation precludes the operation of this clause.

4.4 **Removal of property after Determination of Term**

4.4.1 If after the Tenant has vacated the Premises following the termination of this Lease any property of the Tenant remains in the Premises, and the Tenant fails to remove it within fourteen days after being requested in writing by the Landlord to do so, the Landlord may as the agent of the Tenant sell such property and hold the proceeds of sale, after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it, to the order of the Tenant.

4.4.2 The Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant and was liable to be dealt with as such under this clause 4.4

4.5 **Notices Consents and Approvals**

4.5.1 Any notice served under or in connection with this Lease is to be in writing and be treated as properly served if compliance is made with either the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

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4.5.2 Any consent or approval under this Lease is required to be obtained before the act or event to which it applies is carried out or done and is to be treated as effective only if the consent or approval is given in writing.

4.6 **Waiver**

No acceptance of or receipt for rent by the Landlord after notice or knowledge received by the Landlord or its agents of any breach of any of the Tenant's covenants contained in this Lease shall operate as a waiver either wholly or partially of any such breach but any such breach shall for the purposes of this Lease constitute a continuing breach of covenant so long as the breach subsists and no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or receipt for rent by the Landlord as a defence in any action or proceedings by the Landlord.

4.7 **Authorised Entry**

If the Landlord reserves rights of access or other rights over or in relation to the Premises then those rights extend to employees, agents, professional advisers, contractors and all others duly authorised by it subject to such parties being bound by the same obligations within this Lease of the Landlord regarding access to the Premises.

4.8 **Planning Acts**

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

5 LANDLORD'S COVENANTS

THE LANDLORD COVENANTS with the Tenant as follows:

5.1 **Quiet Enjoyment**

The Tenant, paying the rents reserved and performing the Tenant's covenants in this Lease, may lawfully and peaceably enjoy the Premises throughout the Term without interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord.

6 OBLIGATIONS IN SCHEDULES TO THIS LEASE

The Landlord and the Tenant mutually covenant to observe and perform their respective obligations and the conditions in the Schedules.

7 EXCLUSION OF ANCILLARY RIGHTS

Except as mentioned in clause 2.1.2 neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is it to be taken to show that the Tenant may have any right over neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this Lease.

8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any person who is not a party to this Lease shall be entitled to enforce any of the provisions of this Lease. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

9 TENANT'S OPTIONS TO BREAK

9.1 The Tenant shall be entitled to determine this Lease on 13 September 2023 ("the Break Date") by giving not less than six months prior notice in writing to the Landlord of such desire provided that he Tenant shall:

9.1.1 up to the Break Date have paid:

9.1.1.1 the Rent; and

9.1.1.2 the additional rents reserved by clause 2.3 of this Lease; and

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9.1.1.3 all other monies due under the terms of this Lease which have been formally demanded at least 14 days prior to the Break Date.

9.1.2 on the Break Date give vacant possession of the Premises; and

9.1.3 procure that on the Break Date there is no person deriving entitlement from the Tenant who has a lawful right to occupy the Premises;

then on the expiration of such notice this Lease shall absolutely crease and determine but without prejudice to any right or remedy by either party in respect of any antecedent breach of any covenant or agreement in this Lease.

9.2 Within twenty one days after the Break Date the Landlord shall repay to the Tenant all monies paid by the Tenant to the Landlord and reserved as rent under the terms of this Lease for any period after and excluding the Break Date less any sums lawfully due to the Landlord under this Lease, calculated on a daily basis.

10 NEW TENANCY

This Lease creates a new tenancy for the purposes of the 1995 Act.

11 CONFIDENTIALITY

The Landlord and Tenant undertake to keep all rental information confidential and only between themselves provided that this will not prevent or limit either party from disclosing the figures to:

11.1 its professional advisers or any institution in connection with its funding or disclosing the figures in connection with an anticipated sale of the business or an asset or assets; and

11.2 produce statistics for the business

11.3 its professional advisors or any institution or authority in connection with the accounting requirements of its business

11.4 in order to comply within the requirements of the Court competent jurisdiction or the rules of the International Stock Exchange

11.5 if required by any regulatory or governmental body to which either party is subject

11.6 to its professional advisors and any third party in connection with the Landlord's reversion to the premises (including for the avoidance of doubt sales/advertising/marketing material and particulars)

12 AGREEMENT FOR LEASE

This Lease was granted pursuant to an Agreement for Lease between the Landlord and the Tenant dated 23 July 2013.

EXECUTED as a deed and delivered on the date written at the beginning of this Lease

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SCHEDULE 1

PREMISES

All that property known as Unit 2, Phase IV, Clifton Moor, York shown edged red on the Plan and is registered at the Land Registry with absolute freehold title under title number NYK209205 which for the avoidance of doubt excludes the Police Community Facilities.

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SCHEDULE 2

RIGHTS ENJOYED WITH DEMISE

1 The right to install a satellite dish and aerial on the Premises together with all associated cabling in a position to be agreed within the Landlord (acting reasonably) subject to the Tenant obtaining all planning permissions under the Planning Acts and all other necessary consents and provided that the person carrying out such works causes as little physical damage and inconvenience as possible to the Landlord or any occupier of any adjoining property of the Landlord as reasonably possible making good at its expense any damage caused to the reasonable satisfaction of the Landlord

2 So far as the Landlord can grant the same, the rights excepted and reserved for the benefit of the Premises by the Transfer of the land now comprised in title number NYK371432 dated 31 July 2009 and made between the (1) Landlord and (2) Skelhurst York Properties Ltd. ("the 2009 Transfer")

3 The right to install Wi-Fi at the Premises together with an associated aerial on the roof of the Premises with full line of sight on the Premises in a position to be agreed with the Landlord (such agreement not to be unreasonably withheld or delayed)

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SCHEDULE 3

EXCEPTIONS AND RESERVATIONS

1 All rights of entry upon the Premises mentioned in this Lease.

2 The right to light, air, support and protection by the Premises for such adjoining premises as require such support and protection as those rights are capable of being enjoyed throughout the Term.

3 The right to make connections with any or all of the Conducting Media and to enter upon the Premises or any land and premises over which the Tenant is granted any access rights under this Lease at all reasonable times after giving reasonable prior notice (except in case of emergency) for the purpose of making connections with maintaining repairing cleansing and inspecting the Conducting Media making good any damage thereby occasioned to the Premises and using its reasonable endeavours to keeping interruption to the Tenant's Business at the Premises to a minimum.

4 The free and uninterrupted passage of Utilities from and to any part of any adjoining or neighbouring property through the Conducting Media commonly used for those purposes which are now or may in the future be in upon or under the Premises.

5 The right at any time to build on, alter, add or extend or re-develop any other part of the Adjoining Premises of the Landlord in such manner as it shall think fit notwithstanding any interference with the access of light or air to the Premises and the right to undermine, underpin and shore up the Premises or any part thereof the Landlord having taken reasonable steps to minimise disturbance to the Tenant and making good all damage caused to the Premises by such undermining underpinning or shoring up.

6 The right to erect scaffolding for the purpose of repairing, maintaining, cleansing or otherwise dealing with any adjoining or neighbouring property of the Landlord, notwithstanding that such scaffolding may temporarily interfere with the access to or enjoyment and use of the Premises provided that:.

Provided that:-:

6.1 scaffolding may only be erected if there is no alternative economically viable way to maintain or repair the adjoining premises or property of the Landlord;

6.2 the Landlord will give to the Tenant at least fifteen (15) working days' written notice of its intention to exercise the right other than in the case of an emergency;

6.3 the scaffolding is erected for as short a period is reasonably possible;

6.4 adequate access to and egress from the Premises is maintained at all times for the Tenant, all others authorised by the Tenant, its or their customers, employees, workmen, contractors;

6.5 the scaffolding does not materially obscure, any signage at the Premises or reasonable replacement signage is provided on the scaffolding;

6.6 the scaffolding is erected and any works undertaken so as to cause as little disruption and inconvenience to the Tenant and the use of the Premises by those occupying the Premises as is reasonably possible;

6.7 throughout the period that the scaffolding is erected, the Tenant has the right to erect such signage as the Landlord deems appropriate on the scaffolding and shall first approve.

6.8 The Landlord complies with such reasonable requirements notified to the Landlord and makes such arrangements the Tenant may reasonably require to ensure the security of the Premises is not affected by the presence of the scaffolding.

7 Rights to use or pass along fire escapes (if any) crossing, adjoining or forming part of the Premises.

8 The right to pass and repass at all times with our without vehicles over and along the car park and vehicular and pedestrian accessways to the Landlord's adjoining or neighbouring property as is

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necessary to access the Landlord's adjoining or neighbouring property.

9 The rights granted for the benefit of the tenant of the Police Community Facility Lease pursuant to Schedule 1 Part II of the Police Community Facility Lease.

10 No one exercising these exceptions and reservations, nor its workers, contractors, agents and professional advisors shall be liable to the Tenant or to any under tenant or other occupier of or person at the Premises for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those rights except for:

10.1 physical damage to the Premises;

10.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord excluding liability.

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SCHEDULE 4

ENCUMBRANCES

1 The stipulations, covenants, rights, reservations, provisions and other matters contained, imposed by or referred to the registers of the Land Registry title number NYK209205; and

2 The Police Community Facility Lease.

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SCHEDULE 5

Rent Review

1 DEFINITIONS

For the purposes of this Schedule the terms defined in this paragraph have the meanings specified:

1.1 **"Base RPI Month"**

For the first Review Date the Base RPI Month is the month immediately prior to the date on which the Term commences or (if none) the nearest month for which a figure is given prior to the date of this Lease and in respect of all subsequent Review Dates the Base RPI Month is the month immediately before the previous Review Date.

1.2 **"Expert"**

References to an Expert are references to an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors appointed by agreement between the Landlord and the Tenant or, in the absence of agreement within ten Working Days of one of them giving notice to the other of his nomination nominated by the President on the application of either made not earlier than the relevant Review Date or at any time thereafter to determine the Rent under this schedule.

1.3 **"President"**

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.

1.4 **"RPI"**

The RPI is the Retail Prices Index or any official index replacing it.

1.5 **"Review Period"**

The period beginning on any Review Date and ending on the day before the next Review Date or the end of the Term as the case may be.

2 ASCERTAINING THE RENT

2.1 **Basis of review**

On each Review Date the Rent is to be reviewed to the higher of the Rent payable immediately before the relevant Review Date and the reviewed Rent calculated in accordance with this Schedule 5. The reviewed Rent will be payable from and including the relevant Review Date for the immediately following Review Period.

2.2 **Reviewed Rent**

2.2.1 The reviewed Rent shall be determined by multiplying the Rent payable immediately before the relevant Review Date by the 'all items' index value of the RPI for the month before the month in which the relevant Review Date falls then dividing the product by the 'all items' index value of the RPI for the Base RPI Month Provided that on each Review Date the reviewed Rent shall be subject to a minimum increase of 10.41% of the Rent payable immediately before the relevant Review Date and a maximum increase of 21.67% of the Rent payable immediately before the relevant Review Date.

2.2.2 The Landlord shall calculate the reviewed Rent as soon as reasonably practicable and shall give the Tenant written notice as soon as it has been calculated and if the Landlord has not calculated within 10 days of the Relevant Review Date the Tenant may calculate and serve written notice on the Landlord of such calculation.

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2.2.3 Subject to paragraph 2.2.4 if there is any change to the methods used to calculate the RPI including any change to the items from which the 'all items' index of the RPI is compiled or if the reference base used to compile the RPI changes the calculation of the reviewed Rent shall be made taking into account the effect of any such change.

2.2.4 If either the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.2.3 would fundamentally alter the calculation of the relevant Rent in accordance with this paragraph 2.2 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the reviewed Rent in accordance with this paragraph 2.2 then the Landlord and Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Rent, which may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Expert upon application by either party.

2.3 **Expert Determination**

2.3.1 If any question or dispute arises between the parties as to the amount of the reviewed Rent payable or as to the interpretation, application or effect of any part of this schedule 3 or if the Landlord or the Tenant fail to reach agreement under paragraph 2.2.4 the question dispute or disagreement shall be determined by the Expert upon application by either party.

2.3.2 The fees and expenses of an Expert (and any VAT payable on them) including the cost of his appointment, are to be borne either as to the whole or in the proportion as the Expert determines but in the absence of such a determination are to be borne equally by the Landlord and the Tenant, who must otherwise each bear their own costs.

2.3.3 An Expert must afford each of the parties an opportunity to make written representations to him and also an opportunity to make written counter-representations on any representations made to him by the other party but is not to be in any way limited or fettered by such representations and counter-representations and is to be entitled to rely on his own judgement and opinion.

2.3.4 If an Expert dies or refuses to act or becomes incapable of acting or if he fails to publish his determination within one month of the date on which he accepted the appointment either party may apply to the President to discharge him and appoint another in his place.

3 PAYMENT OF THE RENT AS ASCERTAINED

3.1 Where the reviewed Rent is not ascertained by the relevant Review Date then the Rent is to continue to be paid at the rate previously payable, such payments being on account of the Rent for the Review Period once ascertained.

3.2 Within ten Working Days of the reviewed Rent being agreed in writing or determined and notified to the Tenant, the Tenant is to pay the Landlord as additional Rent:

3.2.1 any uplift in the reviewed Rent for the period from and including the relevant Review Date up to and including the day before the Quarter Day next following the date on which the increased Rent was agreed or determined; and

3.2.2 interest on each instalment of that uplift calculated at the base lending rate of HSBC Bank plc per annum for the period or periods from and including the date on which each instalment of that uplift would have been payable if the reviewed Rent had been agreed or determined on or before the relevant Review Date up to the date of actual payment.

3.3 If the Tenant does not pay the amounts due under paragraph 3.2 to the Landlord within ten Working Days of the reviewed Rent being agreed in writing or determined and notified to the

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Tenant, the Tenant is to pay Interest on the total amount due under paragraph 3.2 both after as well as before judgement, for the period from and including the date on which the reviewed Rent was agreed in writing or determined and notified to the Tenant up to and including the date of actual payment.

3.4 If the rent for any Review Period is ascertained on or before the relevant Review Date but that date is not a Quarter Day, then the Tenant must pay to the Landlord on that Review Date the difference between the Rent due for that quarter and the Rent already paid for it.

3.5 For the purposes of this paragraph 3 "agreed in writing" means agreement by exchange of correspondence notwithstanding that the memoranda referred to in paragraph 4 have not been exchanged.

4 RENT REVIEW AND MEMORANDUM

Following the agreement or determination of the reviewed Rent, the Landlord, the Tenant and, only if required by the Landlord, any Guarantor of the Tenant, will sign a memorandum in duplicate recording the amount of the reviewed Rent payable from and including the relevant Review Date and the parties will each pay their own costs in respect of this.

5 EFFECT OF COUNTER-INFLATION PROVISIONS

If at any Review Date a statute or other restriction prevents, restricts or modifies the Landlord's right either to review the Rent in accordance with this Lease or to recover any increase in Rent, the Landlord may, when the restriction or modification is removed, relaxed or varied without prejudice to its rights, if any, to recover any Rent the payment of which has only been deferred by statute on giving not less than one month's notice nor more than three month's notice to the Tenant at any time after the restriction or modification has been removed, relaxed or varied require the Tenant to proceed with any review of the Rent that has been prevented or restricted or to review the Rent further where the Landlord's right was restricted or modified. The date of expiry of the notice is to be treated as a Review Date provided that nothing in this paragraph is to be construed as varying any subsequent Review Date. The Landlord may recover any increase of the Rent with effect from the earliest date permitted by law.

6 TIME NOT OF THE ESSENCE

Time is not to be of the essence in relation to this schedule.

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SCHEDULE 6

INSURANCE PROVISIONS

1 INSURED RISKS

1.1 **"Insured Risks"** means the risks and other contingencies against which the Premises are required to be, or which may from time to time be, insured under this Lease, but subject to any exclusions limitations and conditions in the policy of insurance.

1.2 Insured Risks include, without limitation, fire, lightning, explosion, storm, tempest, flood, bursting and overflowing of water tanks apparatus or pipes, earthquake, aircraft (but not hostile aircraft) and other aerial devices dropped from aircraft, riot and civil commotion, malicious damage and such other risks as the Landlord may consider it prudent to insure.

1.3 If a risk or contingency itemised, or otherwise included, as an Insured Risk, can no longer be insured or can only be insured at an uneconomic rate, the risk or contingency shall cease to be treated as an Insured Risk from the time that cover is withdrawn and the Landlord has notified the Tenant of its withdrawal.

2 UNINSURED RISKS

2.1 **"Uninsured Risk"** means any risk against which the Landlord does not insure (or in respect of which a partial exclusion applies) and which have been notified in writing to the Tenant by the Landlord because insurance cover is not ordinarily available in the London Insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable opinion are unacceptable or insurance cover has been removed by the insurer.

3 TENANT'S LIABILITY FOR INSURANCE PREMIUMS

3.1 The Tenant will pay to the Landlord on demand the insurance premiums including any insurance premium tax incurred by the Landlord.

3.2 Insurance premiums are to include all monies expended or required to be expended (before any commission) by the Landlord in effecting and maintaining cover against:

3.2.1 the Insured Risks;

3.2.2 three years' loss of rent;

3.2.3 the costs of demolition, shoring up, architects, surveyors and other professional fees, site clearance, compliance with local authority requirements in connection with any repairs or reinstatement work and all incidental expenses and in each case with due allowance for inflation and value added tax; and

3.2.4 against the public liability of the Landlord in connection with any matter relating to the Premises, its occupation or use.

3.3 The insurance cover may take into account cover for the effects of inflation and escalation of costs and fees, and the Landlord's estimate of the market rent of the Premises.

4 TENANTS OBLIGATIONS IN RELATION TO INSURANCE COVER

4.1 The Tenant will not do anything which may render void or voidable the Landlord's insurance of the Premises or which may cause the payment of policy money to be withheld nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable.

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4.2 The Tenant will comply at all times with the requirements of the insurers relating to the Premises provided always that the Tenant shall not be obliged by this clause or any other provision within this Lease to install replace or renew a sprinkler system at the Premises.

4.3 If the insurance of the Landlord is vitiated in whole or in part in consequence of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees workmen agents or any person on the Premises with the implied authority of any of them, the Tenant will at the option of the Landlord pay to the Landlord on demand a sum equal to the amount of the insurance monies which have become irrecoverable in consequence of that act or omission

4.4 The Tenant may not insure the Premises for any of the Insured Risks in such a manner as would permit the insurer of the Landlord to average the proceeds of insurance or cancel insurance cover.

4.5 The Tenant will give the Landlord immediate notice of becoming aware of the occurrence of damage to the Premises by any of the Insured Risks or of any other event that might affect any insurance policy relating to the Premises.

4.6 If the Premises are damaged by Insured Risks, the Tenant will pay to the Landlord on demand the amount of any uninsured excess to which the insurance cover of the Landlord is subject.

4.7 The obligations of the Tenant to repair and to return the Premises to the Landlord at the end of the Term in repair are to remain operative to the extent that the insurance of the Landlord in respect of Insured Risks is vitiated or insurance monies are withheld by reason of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees workmen agents or any person on the Premises with the implied authority of any of them, but do not otherwise operate in respect of damage to the Premises by Insured Risks.

4.8 To permit the Landlord to enter the Premises at any reasonable time on reasonable notice to inspect and value them for the purposes of assessing the sum for which they should be insured and to pay to the Landlord on demand any costs incurred in making such valuation and assessment.

5 LANDLORD'S OBLIGATION TO INSURE AND REINSTATE

5.1 The Landlord will keep the Premises insured with an insurer of repute against loss or damage by Insured Risks and other items referred to in paragraph 2.2 for sum which the Landlord considers to be the full cost of reinstatement (taking inflation of building costs into account), subject to such uninsured excess as the insurer may reasonably apply.

5.2 The Landlord's obligation to insure does not relate to any fixtures and fittings installed by the Tenant and which may become Landlord's fixtures and fittings until the Tenant has notified the Landlord in writing of their existence and reinstatement value.

5.3 Following the occurrence of damage to or destruction of the Premises by an Insured Risk, the Landlord will diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes.

5.4 In reinstating or repairing the Premises following damage by an Insured Risk, the Landlord shall not be obliged to:

5.4.1 provide accommodation identical in layout or design so long as the reinstated or repaired Premises are reasonably equivalent to those previously provided; or

5.4.2 repair or rebuild the Premises if the Tenant has failed to pay any of the insurance rent; or

5.4.3 repair or rebuild the Property after a notice has been served pursuant to paragraph 9.

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5.5 The obligations of the Landlord in paragraph 5.2 do not apply:

5.5.1 if the Landlord is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Premises or of a building of similar size character and amenity; or

5.5.2 if the Landlord's insurance is vitiated by reason of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant or their respective employees workmen agents or any person on the Premises with the implied authority of any of them.

5.6 The Landlord is not required to insure or reinstate the plate glass at the Premises.

6 LANDLORD'S OBLIGATIONS AND ENTITLEMENT IN RELATION TO INSURANCE

6.1 The Landlord will on request provide the Tenant with a copy of its insurance policies (or other evidence of the conditions of insurance) of the Premises and at the request of the Tenant with a receipt for the payment of the last premium or other evidence of renewal and up-to-date details of the amount of cover.

6.2 The Landlord may retain for its exclusive benefit any discount on the insurance premiums or commission offered to it by its insurer.

7 SUSPENSION OF RENT

7.1 Paragraph 7.2 applies if the Premises are at any time during the Term so damaged by an Insured Risk (unless the damage or destruction is due to a deliberate act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees, workmen, agents or by any person on the Premises with their implied authority) as to render the Premises or any part of them unfit for occupation and use except in the circumstances referred to in paragraph 4.3.

7.2 The Rent and additional rent reserved by this Lease, or a fair proportion of them according to the nature and extent of the damage sustained, is to be suspended and cease to be payable until the Premises (excluding fitting out works and replacement of contents) have been reinstated and made fit for occupation and use or, if earlier, until the expiry of three years from the occurrence of the damage

7.3 A dispute as to the amount of the abatement of the rent or the duration of the period of abatement is to be submitted to an expert, by whose decision the parties are to be bound, who is to be appointed by the parties jointly and in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors at the request of either party

8 UNINSURED RISKS

If the Premises are wholly or substantially damaged or destroyed by an Uninsured Risk so as to render the Premises unfit for occupation and use by the Tenant:

8.1 the provisions of paragraph 7 will apply as if the damage to or destruction of the Premises had been damage by an Insured Risk and will continue to apply until the Premises have been rebuilt and reinstated so that the Premises are fit for occupation and use;

8.2 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Premises or to contribute towards the costs of doing so except in accordance with the terms of this paragraph 8 and for the avoidance of doubt the Tenant's obligations under clause 3.4 shall cease to apply until the earlier of:

8.2.1 the reinstatement of the Premises by the Landlord pursuant to paragraph 8.4; or

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8.2.2 the termination of this Lease pursuant to paragraph 8.3;

8.3 this Lease will end on the date one year after the date of the damage to or destruction of the Premises unless, during that year, the Landlord serves a notice on the Tenant in which the Landlord elects either to reinstate or rebuild the Premises or to end this Lease on an earlier date ("the Election Notice");

8.4 if the Landlord serves an Election Notice, it will reinstate or rebuild the Premises that the Premises are fit for occupation and use by the Tenant and/or are accessible at its own cost and expense and, subject to paragraph 8.5, the provisions of paragraphs 5.3, 5.4 and 5.5 will apply as if the damage to or destruction of the Premises had been by an Insured Risk and as if the reference to the date of damage or destruction were to the date of the Landlord's election to reinstate the Premises;

8.5 the Landlord will take reasonable and proper steps to enable it to decide as soon as reasonably practicable following the date of damage or destruction whether or not to serve an Election Notice; and

8.6 if the Landlord elects to reinstate or rebuild the Premises so that the Premises are fit for occupation and use by the Tenant, the Landlord will not be obliged to rebuild or reinstate tenant's fitting-out works or any other alterations or additions to the Premises made by the Tenant or any undertenant or other occupier of the Premises.

9 OPTIONS TO DETERMINE

9.1 If the Premises are destroyed or damaged by an Insured Risk so as to make continued use of the Premises impracticable, the Landlord may terminate this Lease by giving to the Tenant notice to that effect at any time within 12 months after the occurrence of the damage.

9.2 If for any reason beyond the control of the Landlord it proves impossible to commence rebuilding or reinstatement of the Premises within two years of the occurrence of the damage by an Insured Risk or an Uninsured Risk, the Landlord may terminate this Lease by giving to the Tenant notice to that effect.

9.3 If the rebuilding or reinstatement of the Premises has not been completed three years after the occurrence of the damage by an Insured Risk or an Uninsured Risk, the Landlord or the Tenant may give notice to the other of its intention to terminate this Lease.

9.4 The termination of this Lease under this paragraphs 8 and 9 are not to affect any liability which has accrued at any time before the time of termination.

10 RETENTION OF INSURANCE PROCEEDS

On the termination of this Lease under paragraph 7, or if this Lease is terminated by the operation of the doctrine of frustration, the Landlord may retain for its exclusive benefit the proceeds of insurance.

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SCHEDULE 7

FORM OF AUTHORISED GUARANTEE AGREEMENT UNDER CLAUSE 3.10.5.1

Guarantee Provisions

1 GUARANTEE AND INDEMNITY

1.1 The Assignor guarantees to the Landlord that the Assignee will pay the rents reserved by, and perform and observe all the tenant covenants in the Lease throughout the Term (however it may end):

1.1.1 whilst the Assignee remains the lessee of the Lease; and

1.1.2 during any period following an assignment which is an excluded assignment and until an assignment which is not an excluded assignment (as that term is defined in the 1995 Act) entered into by the Assignee.

and if the Assignee fails to perform any of those tenant covenants, the Assignor will pay or observe and perform them.

1.2 The Assignor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure to pay any of the rents reserved by the Lease or any failure to observe or perform any of the tenant covenants of the Lease.

1.3 Any sum payable by the Assignor shall be paid without any deduction, set-off or counterclaim against the Landlord or the Tenant.

1.4 The liability of each of the persons comprising the Assignor is joint and several.

2 NO WAIVER OR RELEASE OF LIABILITY

2.1 The Assignor is not to be released from liability under these provisions by reason of:

2.1.1 any forbearance, the granting of time or any other indulgence on the part of the Landlord, including (but without affecting the general operation of this paragraph 2.1) any granting or extension of time under or varying the rent review procedure set out in Schedule 5, paragraph 5; or

2.1.2 any variation of the Lease (including any consent given under it), whether or not made with the consent of the Assignor except to the extent that the variation is a "relevant variation" (as that term is defined in the 1995 Act) and the guarantee of the Assignor in paragraph 1 is to operate in relation to the Lease as it may be varied from time to time; or

2.1.3 the surrender of part of the Premises, except that the Assignor shall not be under any liability in relation to the part surrendered in respect of any period after the surrender; or

2.1.4 the transfer of the Landlord's reversion; or

2.1.5 the release of one or more of any guarantors (if more than one) from liability under the Lease; or

2.1.6 the Assignee being dissolved or struck off the register of companies or otherwise ceasing to exist; or

2.1.7 the Landlord exercising any right or remedy against the Assignee for failure to pay any of the rents reserved by this Lease or to observe and perform the tenant covenants of this Lease; or

2.1.8 any other act, omission, matter or thing (except the 1995 Act) by which (except for

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this provision) the Assignor would be relieved (wholly or partially) from liability under paragraph 1 (except a release by deed given by the Landlord).

3 TENANT TO ACCEPT NEW LEASE UPON DETERMINATION

3.1 If the Lease is determined by re-entry by the Landlord or is effectively determined by disclaimer, the Assignor shall, if the Landlord by notice within six months after the date of determination so requires, take from the Landlord a lease of the Premises.

3.2 The lease to be granted to the Assignor under paragraph 3.1 is to be on the following terms:

3.2.1 the term is to commence on the date of termination of the Lease and to be equal to the residue of the Term which would have remained unexpired at that date if the Lease had not then been terminated;

3.2.2 the Rent is to be the same as would have been payable under the Lease if it had continued undetermined and, if a rent review operative from a review date before the grant of the lease had not been completed, the Assignor will complete the rent review with the Landlord as if it had been the lessee under the Lease in order to establish the commencing yearly rent under the lease;

3.2.3 the lease is otherwise to be on the same terms and conditions as would have applied under the Lease if it had continued undetermined;

3.2.4 the Assignor is to succeed to the rights and assume the liability of the Assignee under the Lease as if the Lease had continued undetermined.

4 INDEMNITY FOLLOWING DISCLAIMER

If the Landlord does not require the Assignor to take a new lease of the Premises under paragraph 3.1 the Assignor will nevertheless within 7 days of written demand pay to the Landlord a sum equal to the Rent, additional rents and all other outgoings that would have been payable under the Lease but for its disclaimer for the period of six months from and including the date of the disclaimer or until the Landlord has re-let the Premises (if earlier).

5 SUBORDINATION OF RIGHTS OF THE GUARANTOR

5.1 With respect to any sums paid by the Assignor under this Schedule and to any other rights which may accrue to the Assignor in respect of any sums so paid or liabilities incurred under this guarantee or in the observance, performance or discharge of the obligations and covenants of the Assignee in the Lease, the Assignor is to rank and be entitled to enforce its rights only after all obligations and covenants under this guarantee have been fully observed and performed, and if they have not the Assignor may not:

5.1.1 seek to recover from the Assignee, or any third party whether directly or by way of set-off lien counterclaim or otherwise or accept any money or other property or security or exercise any rights in respect of any sum which may be or become due to the Assignor on account of the failure by the Assignee to observe and perform or discharge such obligations or covenants in the Lease;

5.1.2 claim or accept any payment in any insolvency proceedings or arrangement of the Assignee in competition with the Landlord for any amount whatsoever owing to the Assignor by the Assignee; nor

5.1.3 exercise any right or remedy in respect of any amount paid by the Assignor under the Lease or any liability incurred by the Assignor in observing, performing or discharging the obligations and covenants of the Assignee.

5.2 The Assignor warrants that it has not, and undertakes with the Landlord that it will not without the consent of the Landlord:

5.2.1 take any security from the Assignee in respect of this guarantee and, if any such

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security is so taken notwithstanding, it is to be held on trust for the Landlord as security for the respective liabilities of the Assignee and the Assignee; nor

5.2.2 exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Assignor under this guarantee and indemnity unless and until all the obligations of the Assignor under this guarantee and indemnity have been fully performed.

5.3 The Assignor waives any right to participate in any review of the rent under the Lease.

6 SEVERENCE PROVISION

To the extent that any provision or part of a provision of this Schedule is found by the Court to be void or otherwise unenforceable then that provision or part of the provision shall be severable from the remainder of this Schedule, which will remain in full force and effect.

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SCHEDULE 8

FORM OF THIRD PARTY GUARANTEE ON ASSIGNMENT UNDER CLAUSE 3.10.5.3

GUARANTEE PROVISIONS

1 GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant will:

1.1.1 pay the Rent and all additional rents reserved by, and perform and observe all the tenant covenants in this Lease until the end of the Term (however determined) or until the Tenant is released from the tenant covenants by virtue of the 1995 Act (if earlier); and

1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement;

and if the Tenant fails to perform any of the obligations under paragraph 1.1.1 or 1.1.2, the Guarantor will observe and perform them.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

1.2.1 to pay any of the Rent or additional rents reserved by the Lease or to observe or perform any of the tenant covenants of the Lease until the end of the Term (however determined) or until the Tenant is released from the tenant covenants of this Lease by virtue of the 1995 Act (if earlier);and

1.2.2 to observe and perform any of the obligations the Tenant enters into in an authorised guarantee agreement.

1.3 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counterclaim against the Landlord or the Tenant.

1.4 The liability of each of the persons comprising the Guarantor is joint and several.

2 NO WAIVER OR RELEASE OF LIABILITY

2.1 The Guarantor is not to be released from liability under these provisions by reason of:

2.1.1 any forbearance, the granting of time or any other indulgence on the part of the Landlord, including (but without affecting the general operation of this paragraph 2.1) any granting or extension of time under or varying the rent review procedure set out in Schedule 5, paragraph 5; or

2.1.2 any variation of the Lease (including any consent given under it), whether or not made with the consent of the Guarantor except to the extent that the variation is a "relevant variation" (as that term is defined in the 1995 Act) and the guarantee of the Guarantor in paragraph 1 is to operate in relation to the Lease as it may be varied from time to time; or

2.1.3 the surrender of part of the Premises, except that the Tenant shall not be under any liability in relation to the part surrendered in respect of any period after the surrender; or

2.1.4 the transfer of the Landlord's reversion; or

2.1.5 the release of one or more of the parties comprising the Guarantor (if more than one) from liability under the Lease; or

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2.1.6 the Tenant being dissolved or struck off the register of companies or otherwise ceasing to exist; or

2.1.7 the Landlord exercising any right or remedy against the Tenant for failure to pay any of the rents reserved by this Lease or to observe and perform the tenant covenants of this Lease or the Tenant's obligations under an authorised guarantee agreement; or

2.1.8 any other act, omission, matter or thing (except the 1995 Act) by which (except for this provision) the Guarantor would be relieved (wholly or partially) from liability under paragraph 1 (except a release by deed given by the Landlord).

3 GUARANTOR TO ACCEPT NEW LEASE UPON DETERMINATION

3.1 If the Lease is determined by re-entry by the Landlord or is effectively determined by disclaimer, the Guarantor shall, if the Landlord by notice within six months after the date of determination so requires, take from the Landlord a lease of the Premises.

3.2 The new lease to be granted to the Guarantor under paragraph 3.1 is to be on the following terms:

3.2.1 the term is to commence on the date of termination of the Lease and to be equal to the residue of the Term which would have remained unexpired at that date if the Lease had not then been terminated;

3.2.2 the Rent is to be the same as would have been payable under the Lease if it had continued undetermined and, if a rent review operative from a review date before the grant of the new lease had not been completed, the Guarantor will complete the rent review with the Landlord as if it had been the lessee under the Lease in order to establish the commencing yearly rent under the new lease;

3.2.3 the new lease is otherwise to be on the same terms and conditions as would have applied under the Lease if it had continued undetermined;

3.2.4 the Guarantor is to succeed to the rights and assume the liability of the Tenant under the Lease as if the Lease had continued undetermined.

4 INDEMNITY FOLLOWING DISCLAIMER

If the Landlord does not require the Guarantor to take a new lease of the Premises under paragraph 3.1 the Guarantor will nevertheless within 7 days of written demand pay to the Landlord a sum equal to the Rent, additional rents and all other outgoings that would have been payable under the Lease but for its disclaimer for the period of six months from and including the date of the disclaimer or until the Landlord has re-let the Premises (if earlier).

5 SUBORDINATION OF RIGHTS OF THE GUARANTOR

5.1 With respect to any sums paid by the Guarantor under this Schedule and to any other rights which may accrue to the Guarantor in respect of any sums so paid or liabilities incurred under this guarantee or in the observance, performance or discharge of the obligations and covenants of the Tenant in the Lease, the Guarantor is to rank and be entitled to enforce its rights only after all obligations and covenants under this guarantee have been fully observed and performed, and if they have not the Guarantor may not:

5.1.1 seek to recover from the Tenant, or any third party whether directly or by way of set-off lien counterclaim or otherwise or accept any money or other property or security or exercise any rights in respect of any sum which may be or become due to the Guarantor on account of the failure by the Tenant to observe and perform or discharge such obligations or covenants in the Lease; nor

5.1.2 claim or accept any payment in any insolvency proceedings or arrangement of the Tenant in competition with the Landlord for any amount whatsoever owing to the

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Guarantor by the Tenant; nor

5.1.3 exercise any right or remedy in respect of any amount paid by the Guarantor under the Lease or any liability incurred by the Guarantor in observing, performing or discharging the obligations and covenants of the Tenant.

5.2 The Guarantor warrants that it has not, and undertakes with the Landlord that it will not without the consent of the Landlord:

5.2.1 take any security from the Tenant in respect of this guarantee and, if any such security is so taken notwithstanding, it is to be held on trust for the Landlord as security for the respective liabilities of the Guarantor and the Tenant; nor

5.2.2 exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

5.3 The Guarantor waives any right to participate in any review of the rent under the Lease.

6 SEVERENCE PROVISION

To the extent that any provision or part of a provision of this Schedule is found by the Court to be void or otherwise unenforceable then that provision or part of the provision shall be severable from the remainder of this Schedule, which will remain in full force and effect.

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THE COMMON SEAL OF
HENRY BOOT PROJECTS LIMITED
was hereunto affixed in the presence of:

[redacted]

Director

[redacted]

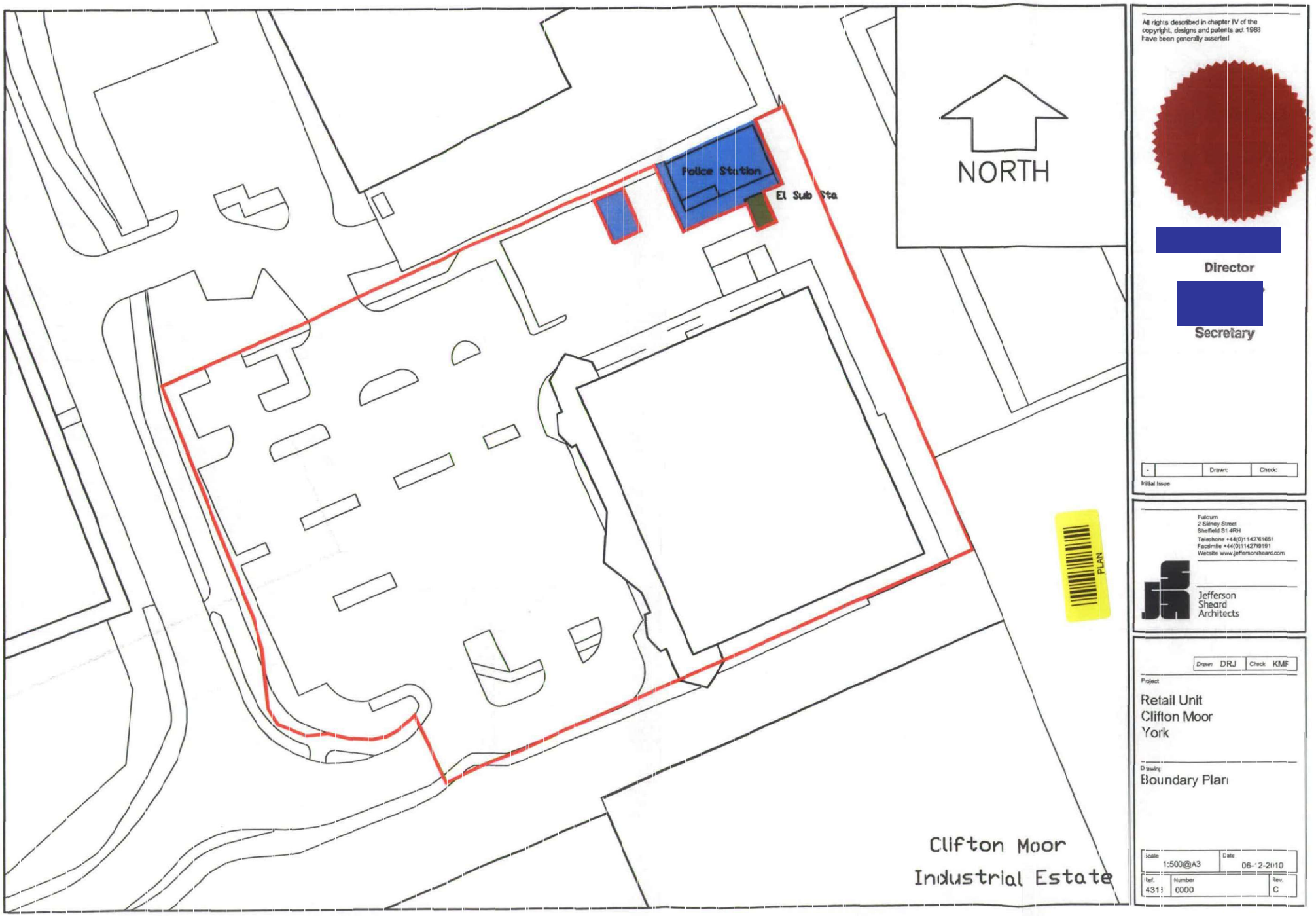
Director/Secretary

SIGNED AS A DEED by
PURE GYM LIMITED
acting by:

Director

Director/Secretary

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All rights described in chapter IV of the copyright, designs and patents act 1988 have been generally asserted

Director

Secretary

-		Drawn:	Check:

Initial Issue

Fulcrum
2 Sidney Street
Sheffield S1 4RH
Telephone +44(0)1142761651
Facsimile +44(0)1142761911
Website www.jeffersonsheard.com

Jefferson Sheard Architects

Drawn DRJ | Check KMF

Project

Retail Unit
Clifton Moor
York

Drawing

Boundary Plan

Scale	Date
1:500@A3	06-12-2010

Ref.	Number	Rev.
4311	0000	C

PGH1-593

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number NYK409963 | Edition date 19.08.2024

- This official copy shows the entries on the register of title on 27 MAY 2026 at 16:14:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

YORK

1 (23.10.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 2, Stirling Road, York.

NOTE: The land tinted green on the title plan is not included in the title.

2 (23.10.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

3 (23.10.2013) The land has the benefit of the following rights granted by the Conveyance dated 17 July 1986 referred to in the Charges Register:-

"In this Conveyance the following terms shall have the following meanings:-

.....
..

1.6 Services:

means the services of foul and surface water drainage and the sewers and drains carrying these and water and gas supply and the pipes carrying these and electricity supply and the cables carrying these from the nearest public or services undertakers mains and the aforesaid sewers drains pipes and cables are herein called "the Service Media"

.....
..

TOGETHER WITH

In the case of Parcel 1 and Parcel 2 the rights set out in the Schedule of Boot Land Rights

A: Property Register continued

THE SCHEDULE OF BOOT LAND RIGHTS

Services

The right to the free and uninterrupted passage and running of the Services through the Service Media now laid or hereafter during the period of eighty years to be laid in or under the Tesco Land together with all requisite rights and powers of entry onto the relevant parts of the Tesco Land upon giving reasonable notice for the purpose of making connections with the Service Media over such parts of the Tesco Land from time to time unbuilt upon and for the purpose of maintaining and repairing the Service Media and the connections thereto nevertheless making good forthwith and compensating the Purchaser and its successors in title for all damage occasioned by such entry and the exercise of such rights provided that any such Service Media shall only be constructed on areas which are laid out as footpaths roads service yard and landscaped areas"

NOTE 1: The land in this title forms part of Parcel 2 referred to. The Tesco Land referred to is that edged red on the plan to the Conveyance

NOTE 2: Copy plan filed under NYK209205.

4 (23.10.2013) The land has the benefit of the following rights reserved by a Conveyance of the freehold estate in the land adjoining the South-Western boundary of the land in this title dated 15 June 1995 made between (1) Henry Boot Projects Limited (the Vendor) and (2) Orionvink B V (the Purchaser):-

"in this Deed the following words and expressions have the following meanings unless inconsistent with the context:-

"the Access Road" means the roadway and strip of land adjacent thereto coloured yellow on the Plan.

.....
..

"Amenities" means foul and surface water drainage electricity gas telephone and electronic signals water and all other services or amenities which are now or may in the future become available.

"Conducting Media" means cables channels drains ducts gutter gullies mains pipes sewers watercourses wires and all other conduits or conducting media together with all structures equipment meters and other apparatus used in connection therewith.

.....
..

"Perpetuity Period" means 80 years from the date hereof.

.....
..

"the Vendor's Retained Land" means the land edged blue on the Plan.

Exceptions and Reservations for the Vendor's Retained Land

The following rights (exercisable by the Vendor, its successors in title and others authorised by it or them and with or without materials) are hereby reserved for the benefit of the Vendor's Retained Land:

2.1 Access Road

2.1.1. of entry to inspect and clean and (in emergency or default by the Purchaser) to maintain, repair and renew the Access Road.

2.1.2. of entry (without obstructing the Access Road in a way which would materially adversely affect the businesses carried on at the Property) to connect into the Access Road to construct and form a

A: Property Register continued

roadway and footpath access to the Vendor's Retained Land, subject to the Purchaser (acting reasonably and without delay) having first approved the specification and timing of such works.

2.1.3. of entry for twelve years from today to construct a footpath to adoptable standard along the strip of land adjacent to the Access Road (and hatched on the Plan) removing, if necessary, any existing fence but replacing it (with the same or better) after the Works in an agreed appropriate position.

2.1.4. subject to the Vendor using all reasonable endeavours to ensure there is no loading, unloading or parking of vehicles on the Access Road and only whilst there is no alternative route to the relevant part of the Vendor's Retained land which it is reasonably and commercially practicable to use:

2.1.4.1 for light vehicles to pass along the Access Road

2.1.4.2 for vehicles exceeding 3 tonnes (but not for construction vehicles or vehicles exceeding 38 tonnes gross in weight) to pass along the first sixty feet of the Access Road from its junction with the service road to the south.

2.1.4.3 until the earlier of completion of the development of the Vendor's Retained Land or twelve years from today for construction vehicles (not exceeding 38 tonnes gross in weight) to pass along the Access Road during construction of the connection referred to in sub-clause 2.1.2 or the development of the Vendor's Retained Land, provided that the Vendor will as often as necessary cleanse the Access Road of soil from such vehicles.

2.2 Conducting Media

2.2.1 during the Perpetuity Period to install Conduction Media in positions approval by the Purchaser (acting reasonably and without delay) under on or over the Access Road and to connect into Conducting Media subject to there being sufficient capacity

2.2.2 to pass Amenities to and from the Vendor's Retained Land through the Conducting Media and to enter to inspect and cleanse and (in emergency or default by the Purchaser) to maintain repair and renew the relevant Conducting Media.

3. The rights reserved by Clause 2 are further subject to:

3.1.1. the Vendor contributing on demand a fair proportion (according to use) or the cost of maintenance and renewal of the Access Road and the Conducting Media.

3.1.2 compliance with reasonable conditions imposed by the Purchaser (and reasonable conditions include any imposed in the interests of good estate management or to prevent disruption to the Purchaser's tenants or visitors).

3.1.3 the Vendor minimising damage and making good all damage to the Purchaser's reasonable satisfaction."

NOTE 1: The land conveyed is that edged red on the plan to the Conveyance

NOTE 2: Copy plan filed.

5 (23.10.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the freehold estate in land adjoining the northern boundary of the land in this title dated 31 July 2009 made between (1) Henry Boot Projects Limited and (2) Skelhurst York Properties Limited.

NOTE: Copy filed under NYK371432.

6 (23.10.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 September 2013

A: Property Register continued

Term : 15 years from 13 September 2013
Parties : (1) Henry Boot Projects Limited
(2) Pure Gym Limited

7 (23.10.2013) The Lease prohibits or restricts alienation.

8 (23.10.2013) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (23.10.2013) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 066990189) of Town Centre House, Merrion Centre, Leeds LS2 8LY and of The Hutts, Hutts Lane, Grewelthorpe, Ripon HG4 3DA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (23.10.2013) The land is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 17 July 1986 made between (1) Benjamin Atlay Cleminson (2) Tesco Stores Limited (Purchaser) (3) Henry Boot Projects Limited (Sub-Purchaser) (4) Henry Boot Homes Limited and (5) Cliftonwort Limited:-

"EXCEPTING AND RESERVING

3.4.1 Out of Parcel 1 and Parcel 2 unto the Purchaser the rights set out in the Schedule of Tesco Land Rights

3.4.2 Out of Parcel 2 unto Henry Boot Homes Limited the rights set out in the Schedule of Parcel 1 Rights

THE SCHEDULE OF TESCO LAND RIGHTS

.....

Services

The right to the free and uninterrupted passage and running of the Services through the Service Media now laid or hereafter during the period of eighty years to be laid in or under the Boot Land (which Service Media are presently intended to be laid only under the lands shown coloured pink and brown on the Plan) TOGETHER WITH all requisite rights and powers of entry onto the relevant parts of the Boot Land upon giving reasonable notice for the purpose of laying and making connections only within the lands shown coloured pink and brown on the Plan with the Service Media and for the purpose of maintaining and repairing the Service Media and the connections thereto nevertheless making good forthwith and compensating the Sub-Purchaser and its successors in title for all damage occasioned by such entry and the exercise of such rights

THE SCHEDULE OF PARCEL 1 RIGHTS

.....

Services

The right to the free and uninterrupted passage and running of the Services through the Service Media now laid or hereafter during the

C: Charges Register continued

period of eighty years to be laid in or under Parcel 2 (which Service Media are presently intended to be laid only under the lands shown coloured pink and brown on the Plan) TOGETHER WITH all requisite rights and powers of entry onto the relevant parts of Parcel 2 upon giving reasonable notice for the purpose of laying and making connections only within the lands shown coloured pink and brown on the Plan with the Service Media and for the purpose of maintaining and repairing the Service Media and the connections thereto nevertheless making good forthwith and compensating the Sub-Purchaser and its successors in title for all damage occasioned by such entry and the exercise of such rights."

NOTE: The land in this title forms part of Parcel 2 but does not form part of the areas coloured pink and brown referred to. Parcel 2 forms part of the Boot Land referred to.

2 (23.10.2013) A Transfer of the freehold estate inadjoining land dated 15 November 1999 made between (1) Henry Boot Projects Limited (2) Rank Entertainment Limited and (3) Northern Electric PLC contains covenants by the vendor.

NOTE: Copy filed under NYK228166.

3 (23.10.2013) The land is subject to the rights granted by the Transfer dated 15 November 1999 referred to above.

4 (19.08.2024) The title is subject to any rights that are granted by a Deed of Grant dated 9 August 2024 made between (1) Triple Jersey Limited (2) Northern Powergrid (Yorkshire) PLC and (3) Pure Gym Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor/transferor.

NOTE: Copy filed under NYK209205.

End of register

From: Phil Hume <[redacted]>
Sent: 25 September 2025 06:55
To: [redacted]
Subject: Travellers

Hi O[redacted],

I trust you are well?

We have recently seen travellers on our Denton and Manchester Debdale sites and the civil enforcement agency we used have been accused of being affiliated with said travellers. As such we need to source alternative bailiffs to facilitate future removal of travellers, including serving of appropriate notices etc. In some instances we have used security guards over night to ensure our clubs are kept clear and our members continue to have undisturbed access.

Please could you keep the following addresses on file for when we instruct you in the future.

PureGym Denton, Oldham St, Denton, Manchester M34 3SJ

PureGym Manchester Debdale, Off Hyde Rd, Wall Way, Gorton, Manchester M18 7WY

PureGym Manchester Moston, Victoria Ave E, Manchester M9 7GH

I'll be in touch if/ when travellers arrive on these sites.

Many thanks,

Phil Hume

Senior Estate Manager

Regions 3, 4, 5, 12

At PureGym we value and respect flexible work arrangements.

Please do not feel obligated to respond outside of your normal working hours.

<image002.png>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

Denton Gym

Oldham St, Denton, M34 3SJ Directions from me

Join

PGH1-602



+ 6





View Gallery

Menu

Join

Gym Details | Classes | Personal Trainers

Off-Peak

Plan includes

Limited access hours

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus...

Multi-gym Access

PGH1-603

Book classes 8 days in advance*

£17.99
per month
+ £10 join fee

Join now

Book classes 8 days in advance*

£20.99
per month
+ £10 join fee

Join now

Book classes 14 days in advance*
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

~~£27.99~~ **£20.99**
per month
for your first month + £10 join fee

Join now

All plans have...

✓ **No contract - Cancel any time** ✓ ***Free classes in plans at most gyms**

Compare Plans

About PureGym Denton

We have something to suit all tastes and abilities at our great-value gym in Denton, which is located just 5 minutes walk away from Denton train station. We're open 24/7 and there is no contract either which means you can come and go whenever you like. If you fancy coming by car, **free parking*** (for up to 2.5 hours) is available on site.

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Wifi

PGH1-604

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

View our other gyms in Manchester: Gyms in Manchester.

Read less -

Stay online in the gym

Air Con
Train in a cool, comfortable space

Free Parking
Park for free while you train

PTs Available
One-to-one training with Personal Trainers

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-605

360 virtual tour of Denton Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included at most gyms – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.

The friendliest Personal Trainers

PGH1-606



Harry Wood
Gym Manager



Luke Bradley
Assistant Gym Manager

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

We are based on Oldham Street in between Sainsbury's and Dogs Trust. The club is situated at the end of the M67 at the Denton Roundabout where it connects to the M60 motorway.

Pop **M34 3SJ** into your SatNav and drop by our on-site parking space.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym

PGH1-607

Contact Us

Email Us

Facebook Messenger

Get to know us

Help & Support

Company

Serious Stuff

Get the app

Download the PureGym app

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY


Private Property - Parking Conditions Apply
21
This car park is controlled by ANPR cameras and/or Warden Patrols. If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an
£100 Parking Charge
(reduced to £60 if paid within 14 days)
Parent with toddlers ONLY within marked bays.
Vehicles parked in marked disabled bays MUST display a valid blue badge inside the front windscreen at ALL times.
Strictly NO parking on white or yellow lines or within any area with hatched markings.
Vehicles to be parked within marked bays only. Do NOT park in such a way so as to cause an obstruction.
This land is private property and is managed by Highview Parking Ltd. with whom you contract when you park on this site. A Parking Charge will be issued when you allow your vehicle to remain in this car park in breach of the above terms and conditions. Failure to make prompt payment may incur additional costs. We may contact the DVLA to request details of the vehicles registered keeper and may send a charge notice to the registered keeper by post. Highview Parking accepts no responsibility for loss or damage to vehicles, or their contents, within this car park.
Highview Parking is a member of the British Parking Association's Approved Operator Scheme. Further details of the BPA Code of Conduct for AOS members can be found on their website at www.britishparking.co.uk.
HIGHVIEW PARKING
HIGHVIEW PARKING LTD.
Tel: 0845 602 4946
Registered in England.
Company Number: 05541862
APPROVED OPERATOR
BPA

PGH1-609


CONTACT AND FURTHER INFORMATION
Our Privacy Policy can be viewed at www.highviewparking.co.uk or you can hear our Privacy Policy on 0333 939 7948
The Data Controller is Highview Parking and can be contacted on 0333 202 1006 or email DPO@highviewparking.co.uk
PUREGYM
IMPORTANT
Puregym cannot accept responsibility for loss or damage to any vehicles or their contents whilst on these premises.
All vehicles are parked entirely at your own risk
CCTV in operation
For your safety and protection

PGH1-610


HIGHVIEW PARKING DATA PROTECTION INFORMATION
Automatic Number Plate Recognition (ANPR) cameras and/or parking wardens utilising hand-held cameras, are used in this Highview car park to provide car parking services, enforcement of the parking terms & conditions and for the prevention and detection of crime and traffic analytics. For these purposes, your personal data may be processed to enable performance of the parking management contract and/or protect legitimate interests as follows:
• We may need to request the name and address of the registered keeper of the vehicle from the DVLA in order to issue or follow up a Parking Charge Notice (PCN) and, in order to collect any sums due, your personal data may be used and shared with recovery agents.
• We may be required to share data about your vehicle with the police or security organisations, in order to prevent or detect crime.
• We may also share data about your vehicle with organisations that analyse traffic flow, vehicle types and footfall in this car park. This will include the make, model and age of vehicle.
YOUR DATA RIGHTS
In relation to any of your personal information being held by Highview, you have the right to:
Be informed on how and why your personal information is being used; access and rectify incorrect information; delete your information; restrict our use of your information; transfer a copy to third parties or object to our processing.
Under Data Protection Law, we must verify your identity before providing any information.
Your application for information may be refused or we may charge a reasonable fee if we feel it is manifestly unfounded or excessive, or the request is repetitive.
You also have the right to complain to the Information Commissioner's Office at www.ICO.org.uk
CONTACT AND FURTHER INFORMATION
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The Data Controller is Highview Parking and can be contacted on 0333 202 1006 or email DPO@highviewparking.co.uk
PUREGYM
IMPORTANT
Puregym cannot accept
esponsibility for loss or damage

PGH1-611

Reece Townsend

From: Phil Hume <[redacted]>
Sent: 10 April 2024 13:35
To: [redacted]; [redacted]
Cc: Laura Melia; Tracey Arneil; Jade Samuels; Matt Buckley; Kate Hollingworth
Subject: PureGym Denton - Travellers

Importance: High

Hi C[redacted],

We have travellers on our site at Manchester Denton, I have tried to call to discuss but please can you attend to serve notice.

Address below:
PureGym Denton
Oldham St,
Denton,
Manchester
M34 3SJ

If you need any further information please let me know.

Many thanks,

Phil Hume
Estates Manager
Region 3, 4, 5, 12

Mobile [redacted]

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.



Like us on Facebook, Follow us on Twitter, Install us on iPhone & Android and watch us on YouTube
Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

Reece Townsend

From:	Phil Hume <[redacted]>
Sent:	20 August 2025 23:53
To:	Paul Ashton; Harry Wood; [redacted]; [redacted]
Cc:	Luke Bradley; Kate Hollingworth; Alec Stubbs; cctv team; CCTV Supervisors
Subject:	Travellers in PureGym Dentons carpark

Hi C[redacted] and Ceal Team,

We have traveller who have settled on our car park at PureGym Denton, Oldham St, M34 3SJ. At the moment they consist of 3 caravans, 2 trucks and a transit van.

Please can I ask for you to commence the process for removal of the travellers from site.

Many thanks,

Phil Hume
Senior Estate Manager
Region 3, 4, 8 , 11, 13

Mobile [redacted]

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Like us on Facebook, Follow us on Twitter, Install us on iPhone & Android and watch us on YouTube
Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

CEA Ltd INVOICES					
Invoice No	Date on site	Property	Overnight?	Total (exc Vat)	Total (Inc VAT)
4606	28.08.2024	Debdale	Yes		
4604	27.08.2024	Debdale	Yes	£481.50	£577.80
4605	27.08.2024	Debdale	Yes	£1,534.50	£1,841.40
4811	24.08.2025	Debdale	No	£481.50	£577.80
4812	24.08.2025	Debdale	No	£3,288.00	£3,945.60
4829	22.09.2025	Denton	Yes	£3,979.50	£4,775.40
4830	21.09.2025	Denton	Yes	£481.50	£577.80
4809	20.08.2025	Denton	Yes	£481.50	£577.80
4810	20.08.2025	Denton	Yes	£3,585.00	£4,302.00
4606	20.08.2024	Debdale	Yes	£320.00	£384.00
4597	20.08.2024	Debdale	Yes	£2,199.00	£2,638.80
4596	20.08.2024	Debdale	Yes	£481.50	£577.80
4598	19.08.2024	Debdale	Yes	£160.00	£192.00
4847	17.10.2025	Knaresborough	Yes	£481.50	£577.80
4848	17.10.2025	Knaresborough	Yes	£3,288.00	£3,945.60
			TOTAL	£21,243.00	

From: Kate Hollingworth <[redacted]>
Sent: 29 October 2025 10:39
To: Phil Hume <[redacted]>; [redacted]>
Cc: [redacted] Paul Ashton [redacted]>; Harry Wood <[redacted]>; Luke Bradley <[redacted]>
Subject: RE: Travelers

Thanks all- the travellers are no longer on site.

Kind regards,

Kate Hollingworth
Cluster Manager 4E

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Please do not feel obligated to respond outside of your normal working hours.

Direct dial: [redacted]
Website: Pure Gym Stockport North, Didsbury Road, Stockport SK4 2BD

BLOG

From: Phil Hume <[redacted]>
Sent: 29 October 2025 07:22
To: [redacted]
Cc: [redacted]; Paul Ashton <[redacted]>; Harry Wood <[redacted]>; Kate Hollingworth <[redacted]>; Luke Bradley <[redacted]>
Subject: Re: Travelers

Hi O[redacted]

Thanks for this update. Great work by the team!

Gym team - can you confirm the travellers are no longer on site.

Many thanks,

Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
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Please do not feel obligated to respond outside of your normal working hours.

Direct dial: [redacted]

Website: www.puregym.com
Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

From: [redacted] **[From VPEX]**
Sent: 29 October 2025 06:41
To: Phil Hume <[redacted]>
Cc: [redacted]; Paul Ashton <[redacted]>; Harry Wood <[redacted]>; Kate Hollingworth <[redacted]>; Luke Bradley <[redacted]>
Subject: RE: Travelers

Morning Phil,

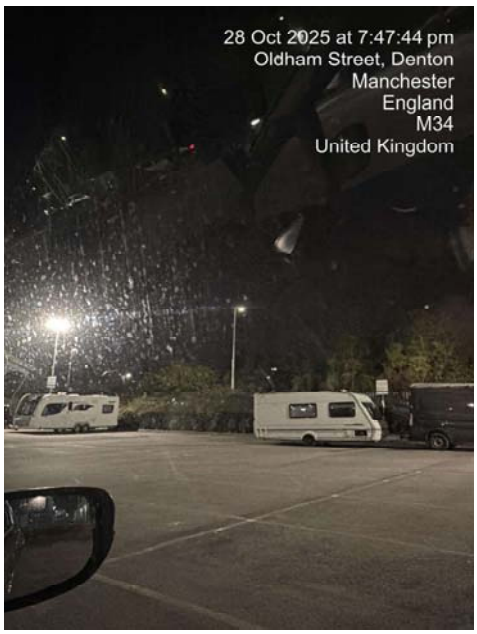
Some good news here, our officer has entered dialogue the travellers early on during the course of the shift last night, it looks as though we have managed to negotiate the travellers to leave of there own accord thus avoiding the much more costly enforcement operation which had been planned.

The officer remained on site as planned until 6am this morning to ensure no return, I have had no further reports as yet so hopefully resolved.

If you have any further issues please let us know, we will raise invoice accordingly later today.

Thank you for the instruction

O[redacted]



O[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

M. [redacted]
T. [redacted]
E. [redacted]

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From: [redacted]>
Sent: 28 October 2025 14:04
To: Phil Hume <[redacted]>
Cc: [redacted]>
Subject: RE: Travellers

[From VPEX]

HI Phil,

Travellers served 13:30hrs

Bailiff received verbal abuse from the travellers whilst serving.

Unable to negotiate a leaving time so our intentions are to remove them tomorrow morning with a deployment of 5 agents.

[redacted]

Thankyou

O[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

M.[redacted]
T. [redacted]
E.[redacted]

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From: O[redacted] <[redacted]>
Sent: Tuesday, October 28, 2025 12:34
To: Phil Hume <[redacted]>
Cc: [redacted]>
Subject: Re: Travellers

[From VPEX]

> You don't often get email from [redacted]. Learn why this is important

Hi Phil,

Many thanks for this info and instructions, bailiffs currently enroute - ETA 13:50

Lead bailiff is called D[redacted] and he'll negotiate a leaving time, if they're non compliant we will remove them.

I'll update once they're served and we have a better idea of their intentions.

O[redacted]

M:[redacted]
E:[redacted]

On 28 Oct 2025, at 09:34, Phil Hume <[redacted]> wrote:

Reece Townsend

From: Phil Hume <[redacted]>
Sent: 28 October 2025 09:34
To: [redacted]
Cc: [redacted]
Subject: Re: Travellers
Attachments: car park.jpg

Hi O[redacted]

Thanks for this, please see info below and take this as formal instruction.

- number of caravans - 3
- number of loose dogs (if any) - unknown
- photos of caravans or vehicles - attached and below
- any communication from travellers to staff at Pure gym. - none as of yet. When on site if comms needed with the gym team please speak to either Harry or Luke.
- full address of location - PureGym Denton, Oldham St, Denton, Manchester M34 3SJ



Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
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PUREGYM

Direct dial: [redacted]

Website: www.puregym.com
Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

BLOG
MAKE A DIFFERENCE | STAND SHOULDER TO SHOULDER | FOCUS ON THE DETAIL | PLAY TO WIN
THE ACTIVE STANDARD
top EMPLOYER United Kingdom 2024 FOR A BETTER WORLD OF WORK

Hyde Precision Components Ltd

TAX INVOICE

Pure Gym

Invoice Date
3 Nov 2025

Invoice Number
INV-0154

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton To serve on travellers at Pure Gym site at Denton. Serving Notice	1.00	350.00	20%	350.00
Security Officer	10.00	19.50	20%	195.00
Bailiff Charge	8.00	125.00	20%	1,000.00
			Subtotal	1,545.00
			TOTAL VAT 20%	309.00
			TOTAL GBP	**1,854.00**

Due Date: 3 Dec 2025

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0154
Amount Due	**1,854.00**
Due Date	3 Dec 2025
Amount Enclosed	

Enter the amount you are paying above

ZORA DEFENCE

TUESDAY 16/12/25

TO OCCUPANTS AT:

Land in and around Pure GYM

OLDHAM ST, DENTON, M343SJ

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
19 Dec 2025

Invoice Number
INV-0177

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Same day Eviction - Denton SiteServing Notice	1.00	1,350.00	20%	1,350.00
10 x Agents 08:00 - 19:00	110.00	125.00	20%	13,750.00
			Subtotal	15,100.00
			TOTAL VAT 20%	3,020.00
			TOTAL GBP	**18,120.00**

Due Date: 18 Jan 2026

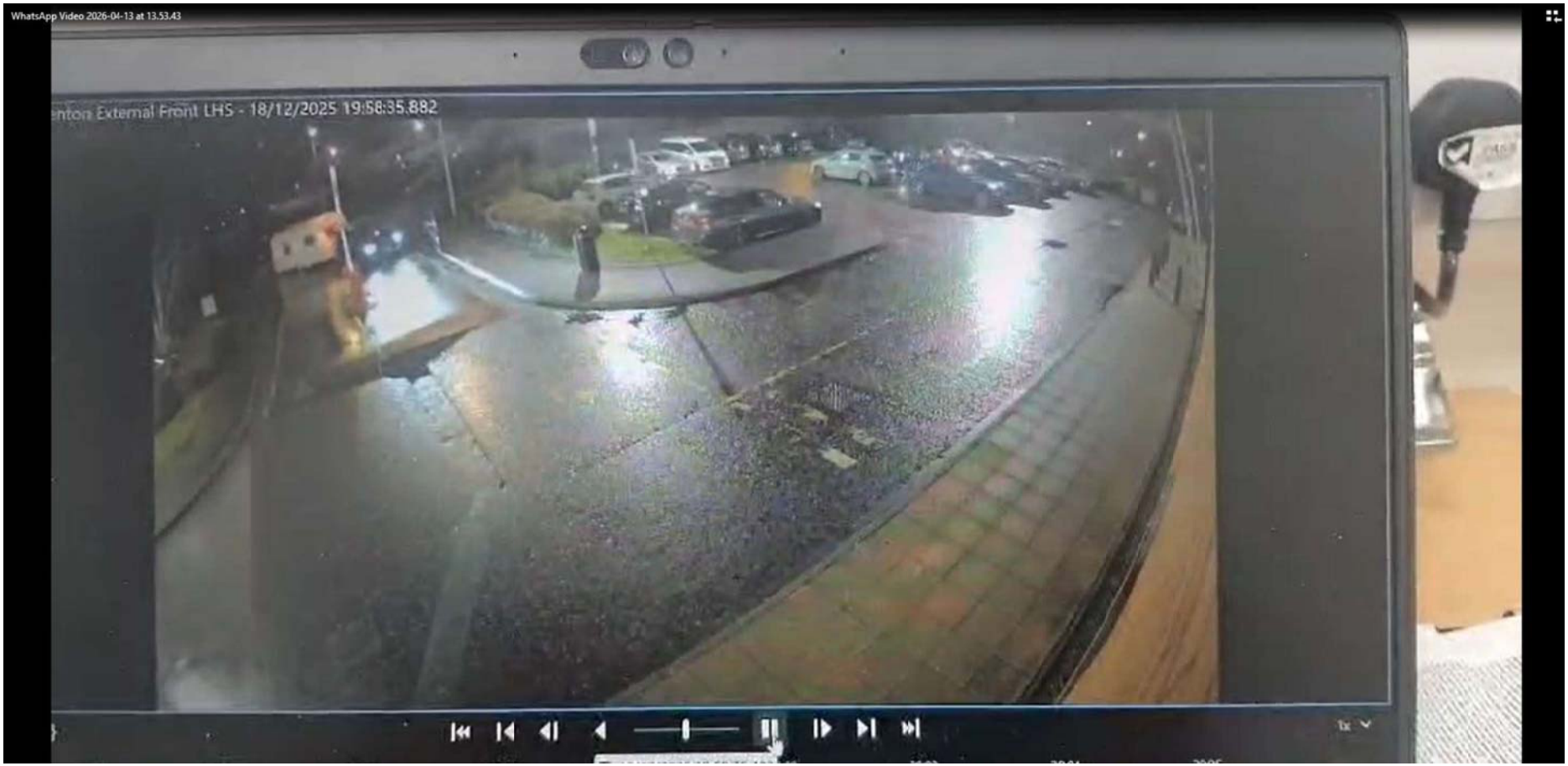
Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0177
Amount Due	**18,120.00**
Due Date	18 Jan 2026
Amount Enclosed	

Enter the amount you are paying above


WhatsApp Video 2026-04-13 at 13.53.43
enton External Front LHS - 18/12/2025 19:58:35.882

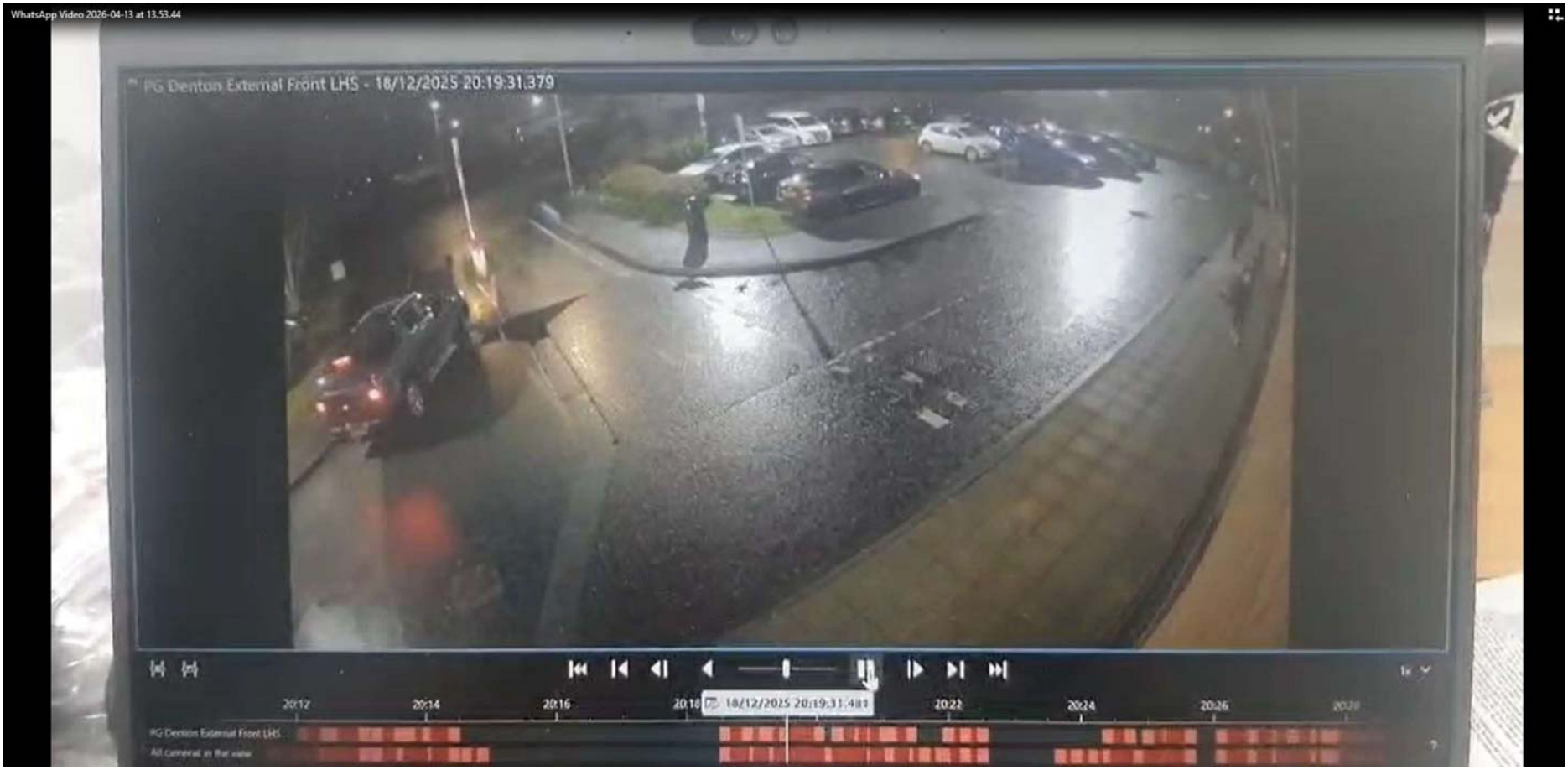
PGH1-625

PGH1-626

18_12_2025 19_58_14 (UTC+00_00) (1)
dpd

PGH1-628

18_12_2025 19_58_14 (UTC-00_00) (1)
dpd


WhatsApp Video 2026-04-13 at 13.53.44
PG Denton External Front LHS - 18/12/2025 20:19:31.379
20:12
20:14
20:16
20:18
18/12/2025 20:19:31.481
20:22
20:24
20:26
PG Denton External Front LHS
All cameras in the view

PGH1-630

WhatsApp Video 2026-04-13 at 13.53.44
PG Denton External Front LHS - 18/12/2025 20:19:36.875
20:12
20:14
20:16
20:18
20:22
20:24
20:26


14:30
80
[redacted]
19/12/2025, 10:20
Reply

ZORA DEFENCE

WEDNESDAY 19/12/25

TO OCCUPANTS AT:

Land in and around Pure GYM

OLDHAM ST, DENTON, M343SJ

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
5 Jan 2026

Invoice Number
INV-0180

Reference
Denton Site - Serve Notice

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton Notice served	1.00	1,350.00	20%	1,350.00
			Subtotal	1,350.00
			TOTAL VAT 20%	270.00
			TOTAL GBP	**1,620.00**

Due Date: 4 Feb 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0180
Amount Due	**1,620.00**
Due Date	4 Feb 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
23 Jan 2026

Invoice Number
0215

Reference
PG Denton K9 Units

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton K9 Units deployed and on site. 19.12.2025 to 21.12.2025 Days 06:00 - 18:00 Nights 18:00 - 06:00	70.00	23.50	20%	1,645.00

Subtotal	1,645.00
TOTAL VAT 20%	329.00
TOTAL GBP	**1,974.00**

Due Date: 22 Feb 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0215
Amount Due	**1,974.00**
Due Date	22 Feb 2026
Amount Enclosed	

Enter the amount you are paying above

Denton Pure Gym- arrived 5/3/26 20:06

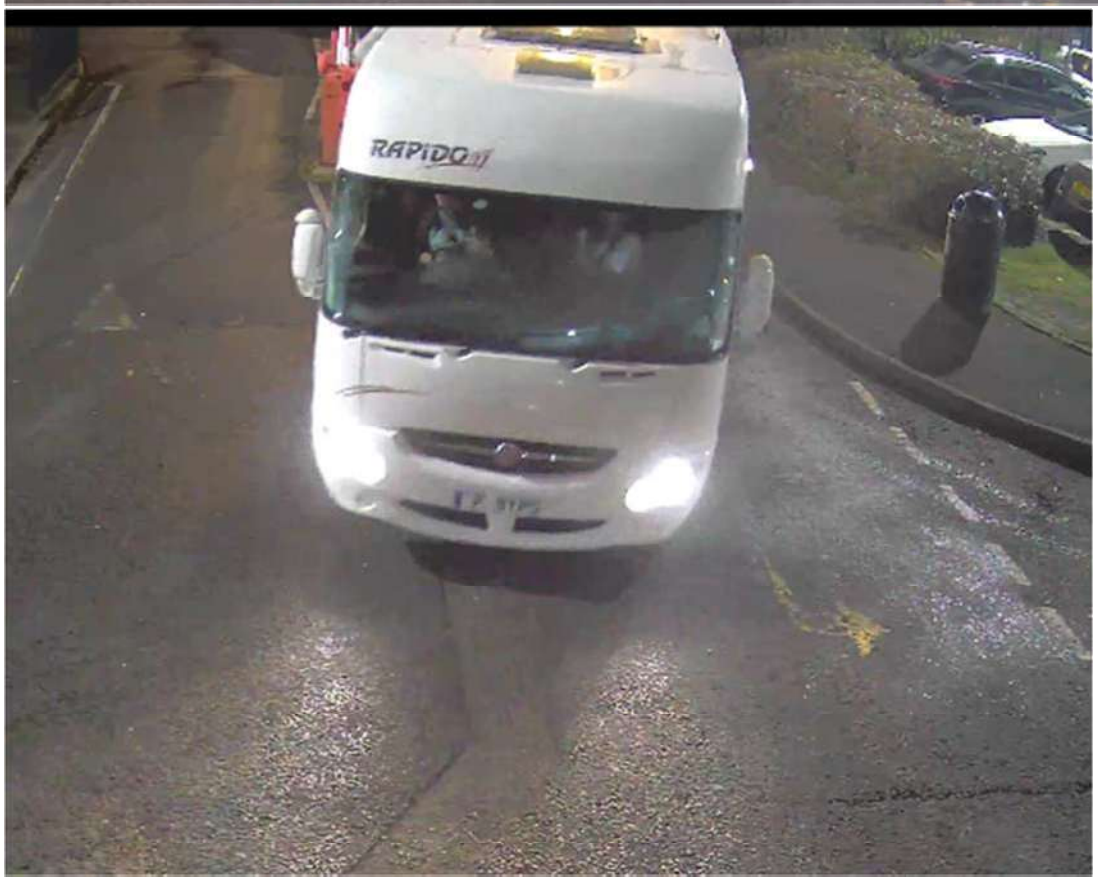
Reg: CU65 ORC





Red Jaguar. Reg BT66 KOB


entral - 05/05/2026 20:06:22.750


RAPIDO



Reg: CP67 KNV



Reg: CU65 ORC Van returns with another caravan:



Fri 6/3/26



All left site by 18:21 on 6/3/26

From: [redacted] **[From VPEX]**
Sent: Friday, March 6, 2026 6:29:24 PM
To: Kate Hollingworth <[redacted]>
Cc: cctv team <[redacted]>; Ross McKechnie <[redacted]>; Alison Snowdon <[redacted]>; Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley <[redacted]>; Harry Wood <[redacted]>; [redacted]
Subject: RE: Travellers in Manchester Denton Car Park

Good Afternoon,

Drifted a touch past the agreed time but site cleared as at 18:21, any questions let me know

Thankyou for the instruction

O[redacted]

O[redacted]
[redacted]

<image001.png>

M.[redacted]
T. [redacted]
E. [redacted]

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Registered Office: [redacted]
[redacted]

Registered in England No.161 487 23

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and delete this e-mail and all attachments from your system

From: [redacted] **[From VPEX]**
Sent: 06 March 2026 16:49
To: 'Kate Hollingworth' <[redacted]>
Cc: 'cctv team' <[redacted]>; 'Ross McKechnie' <[redacted]>; 'Alison Snowdon' <[redacted]>; 'Phil Hume' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Luke Bradley' <[redacted]>; 'Harry Wood' <[redacted]>; [redacted]' <[redacted]>
Subject: RE: Travellers in Manchester Denton Car Park

Good Afternoon,

We have an agreed departure of 18:00 with the travellers on site, another family member has joined the group but they will all be leaving together

Regards

O[redacted]

O[redacted]

[redacted]

<image001.png>

M.[redacted]

T. [redacted]

E. [redacted]

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and delete this e-mail and all attachments from your system

From: O [redacted] <[redacted]> **[From VPEX]**
Sent: 06 March 2026 09:48
To: Kate Hollingworth <[redacted]>
Cc: cctv team <[redacted]>; Ross McKechnie <[redacted]>; Alison Snowdon <[redacted]>; Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley <[redacted]>; Harry Wood <[redacted]>;[redacted]
Subject: Re: Travellers in Manchester Denton Car Park

Good Morning,

Feedback from our team, there are 7 caravans on site, 7 vehicles and a single motorhome. Multiple males occupying caravans and being hostile towards agents.

Team have liaised with Pure site contact and updated with our intentions. Travellers wanting to remain until Wednesday. We have given them until 1200hrs before we begin moving them on.

O[redacted]

M:[redacted]

E: [redacted]

On 6 Mar 2026, at 07:40, O [redacted] <[redacted]> wrote: **[From VPEX]**

Morning All,

Bailiffs will be on site imminently to serve on or around 8am, moving to evict from site ASAP

Thank you

O[redacted]

[redacted]

<image001.png>

M.[redacted]

T. [redacted]

E. [redacted]

P Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]

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and delete this e-mail and all attachments from your system

From: O [redacted] <[redacted]> **[From VPEX]**
Sent: 05 March 2026 22:59
To: Kate Hollingworth <[redacted]>
Cc: cctv team <[redacted]>; Ross McKechnie <[redacted]>; Alison Snowdon <[redacted]>; Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley <[redacted]>; Harry Wood <[redacted]>; [redacted]
Subject: Re: Travellers in Manchester Denton Car Park

Evening All,

We will mobilise to serve notice probably in the morning now but will update accordingly as we progress.

Thank you

O [redacted]

M: [redacted]

E: [redacted]

Reece Townsend

From: Kate Hollingworth <[redacted]>
Sent: 05 March 2026 21:02
To: cctv team; Ross McKechnie; Alison Snowdon; O[redacted]
Cc: Phil Hume; Matt Buckley; Paul Ashton; Luke Bradley; Harry Wood; cctv team
Subject: Re: Travellers in Manchester Denton Car Park
Attachments: pro-oQ2gmaSx.jpeg; pro-h5QnoLju.jpeg; pro-AbEPNACT.jpeg; pro-VATPeR45.jpeg

Thanks all! Some pictures attached, more than 3 caravans.

Sent from Outlook for Android

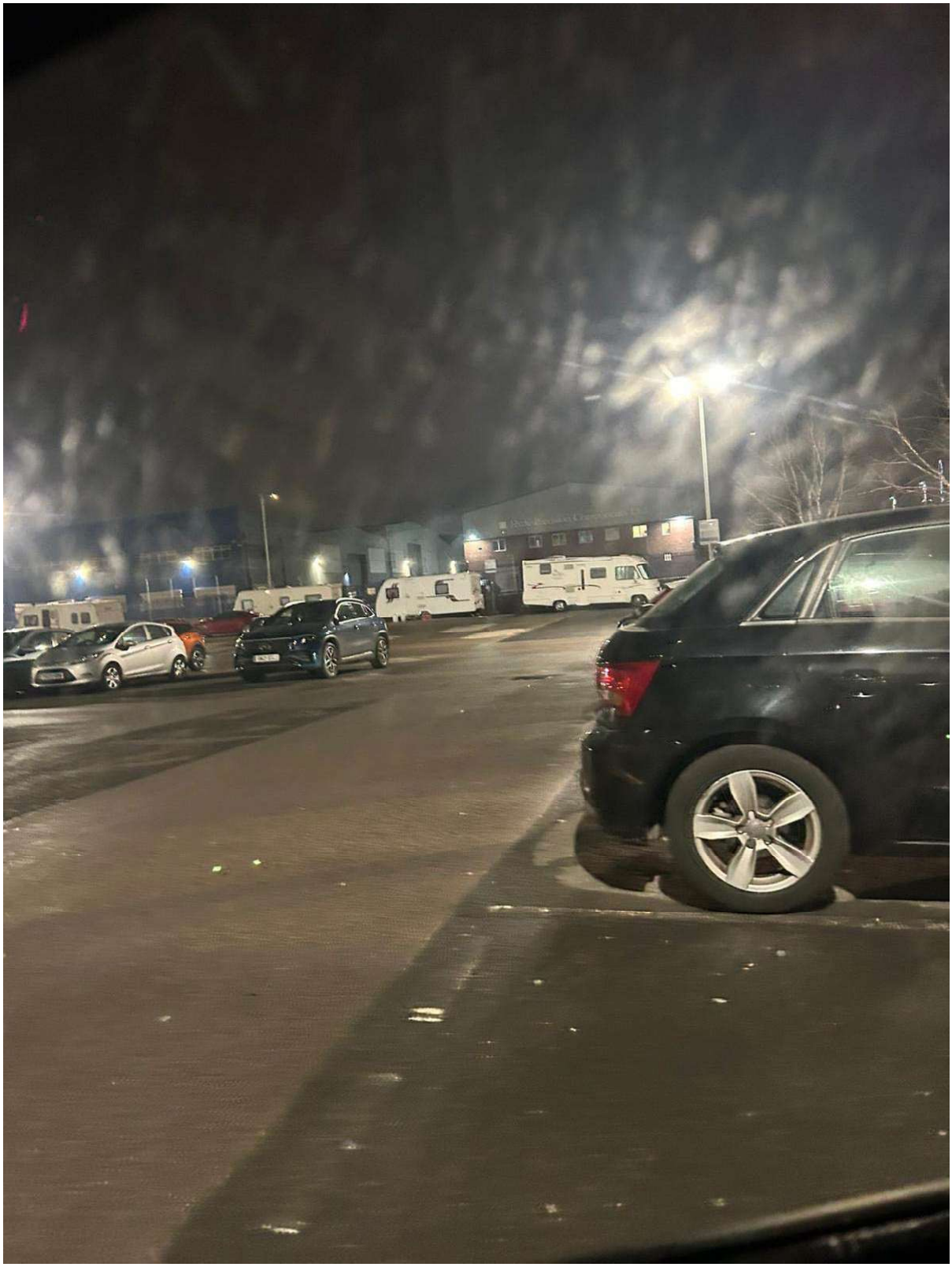


PGH1-648





PGH1-650



From: cctv team <[redacted]>
Sent: Thursday, March 5, 2026 8:52:33 PM
To: Ross McKechnie <[redacted]>; Kate Hollingworth <[redacted]>; Alison Snowdon <[redacted]>; O[redacted] <[redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley <[redacted]>; Harry Wood <[redacted]>; cctv team <[redacted]>
Subject: RE: Travellers in Manchester Denton Car Park

Hi All,

We have placed gym on high alert rest of the night.

Kind Regards
Ansar Aslam
CCTV Supervisor

Email [redacted]
Direct dial: [redacted]
Website: www.puregym.com
Address: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

Download the PureGym app:

Before you print think about the environment

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Pure Gym Ltd, Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

From: Ross McKechnie <[redacted]>
Sent: 05 March 2026 20:48
To: Kate Hollingworth <[redacted]>; Alison Snowdon <[redacted]>; O[redacted] <[redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley

<[redacted]>; Harry Wood <[redacted]>; cctv team <[redacted]>
Subject: Re: Travellers in Manchester Denton Car Park

Hi O[redacted],

Please can you provide support here and arrange bailiffs, I will call you in the morning.

Many thanks

Ross

From: Kate Hollingworth <[redacted]>
Sent: Thursday, March 5, 2026 8:42:35 pm
To: Alison Snowdon <[redacted]>; Ross McKechnie <[redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Luke Bradley <[redacted]>; Harry Wood <[redacted]>; cctv team <[redacted]>
Subject: Travellers in Denton Car Park

Good evening all,

Apologies for the e-mail- I am wondering if you can help us please? We have a number of caravans turn up at Denton Car Park this evening. We have at least 3 caravans and a number of vans. Please can it be arranged that they are given notice to leave?

We are unstaffed at present and CCTV have us on high alert and we have had no disturbances yet.

Thank you

Kind regards,

Kate Hollingworth
Cluster Manager 4E

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PUREGYM
Direct dial:[redacted]
Website: Pure Gym Stockport North, Didsbury Road, Stockport SK4 2BD

ZORA DEFENCE

TUESDAY 6.3.26

TO OCCUPANTS AT:

Land in and around Pure GYM

OLDHAM ST, DENTON, M343SJ

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
11 Mar 2026

Invoice Number
0265 - PG Serve & Eviction Denton M34 3SJ

Reference
S&E Pure Gym Denton 06/03/26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton M34 Attend & Serve Notice to leave	1.00	1,350.00	20%	1,350.00
Eviction of travellers 06.03.2026 14no Agents 08:00 - 19:00	154.00	125.00	20%	19,250.00
			Subtotal	20,600.00
			TOTAL VAT 20%	4,120.00
			TOTAL GBP	**24,720.00**

Due Date: 10 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0265 - PG Serve & Eviction Denton M34 3SJ
Amount Due	**24,720.00**
Due Date	10 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

Reece Townsend

From: Recovery Account Managers <[redacted]>
Sent: 11 March 2026 13:57
To: D[redacted]; Alison Snowdon
Subject: RE: Case DSG-CLE24912 - Travellers at Manchester Denton Oldham Street Manchester M34 3SJ
Attachments: WhatsApp Image 2026-03-11 at 12.20.57.jpeg

Good afternoon Alison,

Following our earlier conversation, we have continued to engage with the travellers, however as they are paying members of Pure Gym they are refusing to vacate immediately. They have however advised they will vacate later this evening or tomorrow morning.

As discussed, and as the travellers are paying members, we will arrange to stand-down our Common law action, as there is currently no formal trespass occurring.

To avoid this situation in the future, you may wish to review your parking signage (see attached) and enter a max stay duration. If a customer then stays past the maximum duration stay, further action can be taken.

Many thanks

M[redacted]



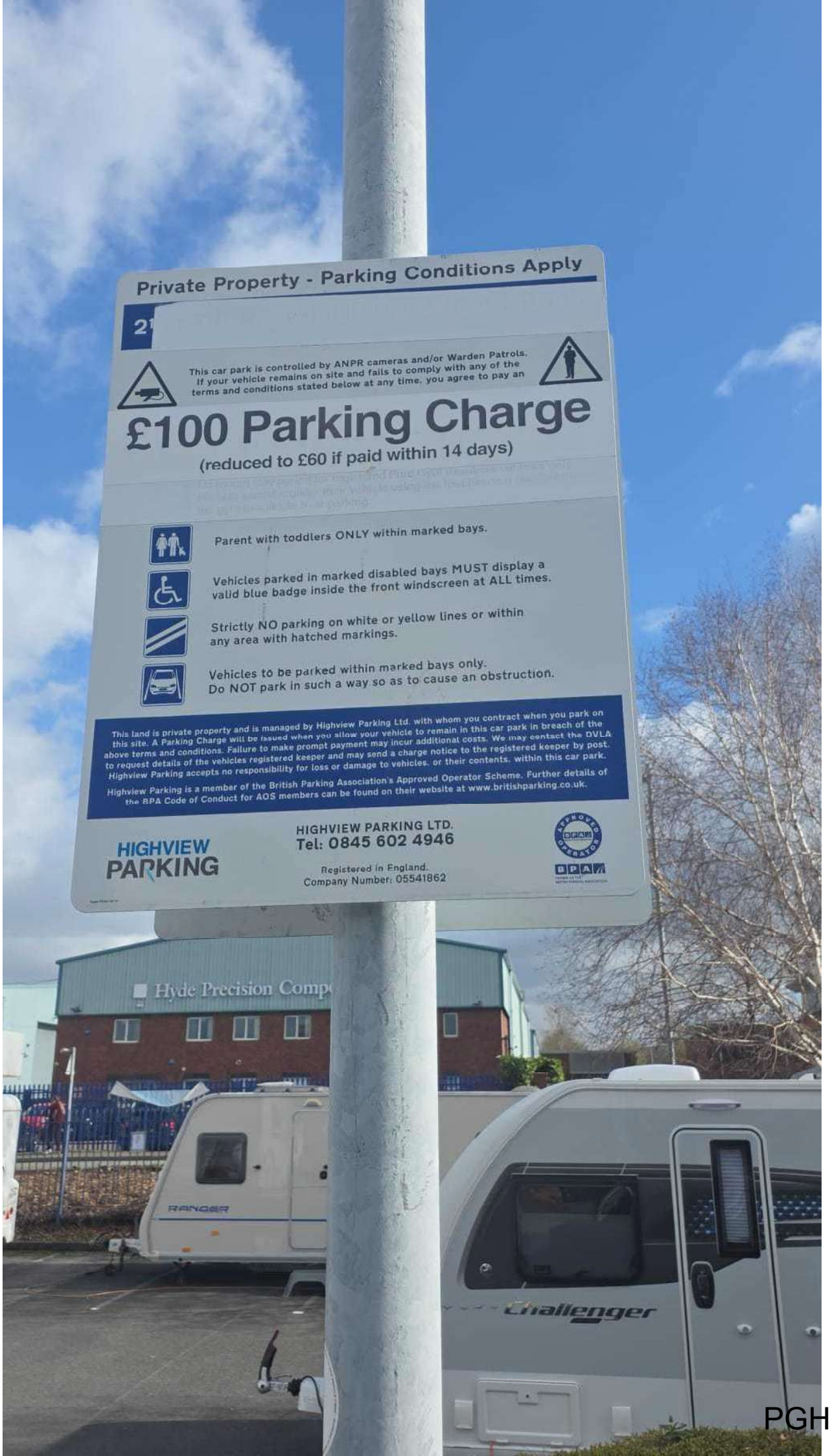
M[redacted] | [redacted]
Debt Squared Group t/as Clearway
T: [redacted]
T: [redacted]
E: [redacted]
[redacted]

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*Debt Squared Group Limited is a company registered in England and Wales under company no: 06729253 and having its registered office address at [redacted]

From: Recovery Account Managers <[redacted]>
Sent: 11 March 2026 11:50
To: D[redacted] <[redacted]>; Alison Snowdon <[redacted]>
Subject: Case DSG-CLE24912 - Travellers at Manchester Denton Oldham Street Manchester M34 3SJ

Good morning Alison,


Private Property - Parking Conditions Apply
This car park is controlled by ANPR cameras and/or Warden Patrols. If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an
£100 Parking Charge
(reduced to £60 if paid within 14 days)
Parent with toddlers ONLY within marked bays.
Vehicles parked in marked disabled bays MUST display a valid blue badge inside the front windscreen at ALL times.
Strictly NO parking on white or yellow lines or within any area with hatched markings.
Vehicles to be parked within marked bays only. Do NOT park in such a way so as to cause an obstruction.
This land is private property and is managed by Highview Parking Ltd. with whom you contract when you park on this site. A Parking Charge will be issued when you allow your vehicle to remain in this car park in breach of the above terms and conditions. Failure to make prompt payment may incur additional costs. We may contact the DVLA to request details of the vehicles registered keeper and may send a charge notice to the registered keeper by post. Highview Parking accepts no responsibility for loss or damage to vehicles, or their contents, within this car park.
Highview Parking is a member of the British Parking Association's Approved Operator Scheme. Further details of the BPA Code of Conduct for AOS members can be found on their website at www.britishparking.co.uk.
HIGHVIEW PARKING
HIGHVIEW PARKING LTD.
Tel: 0845 602 4946
Registered in England.
Company Number: 05541862
Hyde Precision Comp
RANGER
Challenger

PGH1-657

By-way of an update, we have located the travellers (see attached) and served the relevant Common Law notice, advising the occupants they are on private land and need to vacate immediately.

We have reported matters to GMP via Police log 780/11/03/2026, however they have advised they have no resources to assist today.

The travellers have shown our Enforcement Officers gym memberships for 4 individuals and therefore claim to be lawful customers of Pure Gym and using the facilities as their membership allows, with the allowance of friends & family guest passes.

Our team will continue to negotiate a vacate site and I'll keep you updated.

M[redacted]

clearway

M[redacted] | [redacted]

Debt Squared Group t/as Clearway

T: [redacted]

T: [redacted]

E: [redacted]



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From: D[redacted] <[redacted]>
Sent: 11 March 2026 07:32
To: Alison Snowdon <[redacted]>
Cc: Recovery Account Managers <[redacted]>
Subject: RE: New submission from On-page sticky form

Morning Alison,

Our Enforcement Officers are due to arrive on site at around 8am as discussed.

They will make contact with the group, do an assessment, and serve notice. We will provide updates on progress during the morning.

@[redacted] can you please keep me copied in

Many thanks

D[redacted]

[redacted]

Terms & Conditions - Clearway

From: Alison Snowdon <[redacted]>
Sent: 10 March 2026 21:27
To: D[redacted] <[redacted]>
Cc: Recovery Account Managers <[redacted]>
Subject: RE: New submission from On-page sticky form

*** [EXTERNAL] This message comes from an external organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. ***

Hi D[redacted],

I have discussed with my ops colleagues and we don't think that a dog and handler at this time of night is going to make any difference. We do want notice serving as soon as possible in the morning and would be grateful if you would act on our behalf in that respect. As I explained this is the 4th site they have occupied in as many days and our objective is to break this cycle and prevent any further trespass incidents on our sites. There are 4/5 sites in and around Manchester plus 2 sites in Sheffield and one in Knaresborough that are continually targeted. As discussed a call tomorrow afternoon to explore how this might be achieved would be helpful

Regards

Alison

Reece Townsend

From: Ebenezer Kesse <[redacted]>
Sent: 14 March 2026 22:05
To: Phil Hume; Harry Wood; Luke Bradley
Cc: Kate Hollingworth; Simon Mukulumani; Paul Ashton; Craig Andrews; cctv team; CCTV Supervisors; Health and Safety
Subject: PG Denton/299p140293 camping and brought suspected minor into gym in one pod, suspended

Evening All,

Below member, 299p140293 who is part of those camping at the gym car park has been spotted using the gym not to train.
He has also been spotted at 21:22 involved in a pin abuse with a suspected minor.

We have placed a strike and a suspension on the account. He has been emailed to return during management hours to speak to managers of either Stockport North or Denton.
The home gym is Stockport North .

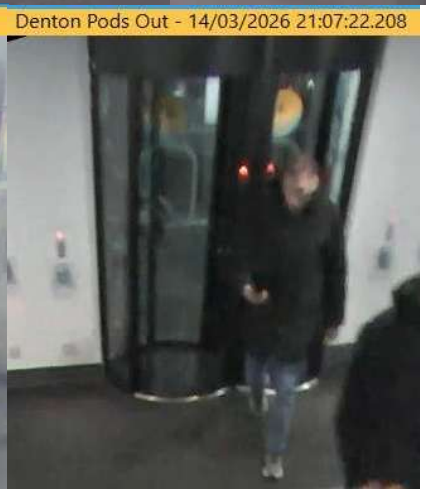
Please see below information. Thanks

Jimmy Ward	299p140293	Stockport North	Denton	LHS POD IN	14-03-2026	21:07:13
Jimmy Ward	299p140293	Stockport North	Denton	RHS POD IN	14-03-2026	21:22:19
Jimmy Ward	299p140293	Stockport North	Denton	LHS POD OUT	14-03-2026	21:26:30











Kind Regards,

Ebenezer Kesse
CCTV Supervisor

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PUREGYM EVERYBODY WELCOME

Email: [redacted]

Direct dial: (Leeds) [redacted] and Bradford ([redacted])

Website: www.puregym.com

Address: PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

BLOG

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PGH1-661

From: [redacted]
Sent: 15 March 2026 10:59 AM
To: Info Denton <[redacted]>
Subject: Travellers

[redacted]

Good morning Harry,
Thought you maybe able to use this in trying to evict the travellers.
On Saturday 14thMarch 2026 at 11 am I witnessed one of the traveller children go behind one of the caravans and pull down his joggers. He then had a wee but then continues to squat and poo!! He then pulled up his pants and carried on playing.
One of the adults actually watched him do it!!
This must break some law
Yours
[redacted]



Sent from my iPhone

Reece Townsend

From: [redacted] **[From VPEX]**
Sent: 17 March 2026 18:25
To: [redacted]; 'Phil Hume'
Cc: [redacted]; 'Kate Hollingworth'; 'Paul Ashton'; 'Matt Buckley'; 'Harry Wood'; 'Alison Snowdon'
Subject: Re: Travellers - Denton
Attachments: 1000051145.jpg; 1000051151.jpg; 1000051160.jpg; 1000051157.jpg; 1000051154.jpg; 1000051163.jpg; 1000051142.jpg; 1000051166.jpg; 1000051139.jpg; 1000051148.jpg; 1000051169.jpg

Hi all,

Sorry to steal O[redacted]s thunder but I know he's unavailable at the moment...

Site cleared. Pics attached.

They've moved to nearby Sainsbury's so not exactly way out of the area but off site at least!

Thinking aloud, while they're no longer on a PG site, and that's a win, could we maybe try to take a localised approach by creating security 'communities' around the locations - cheesy but almost a business neighborhood watch of sorts? Try to encourage the encampments as far away from your locations by improving the neighbours and neighbours, neighbour's resilience...

Happy to facilitate.

P[redacted]
Vacant Property Experts

M:[redacted]





PGH1-666







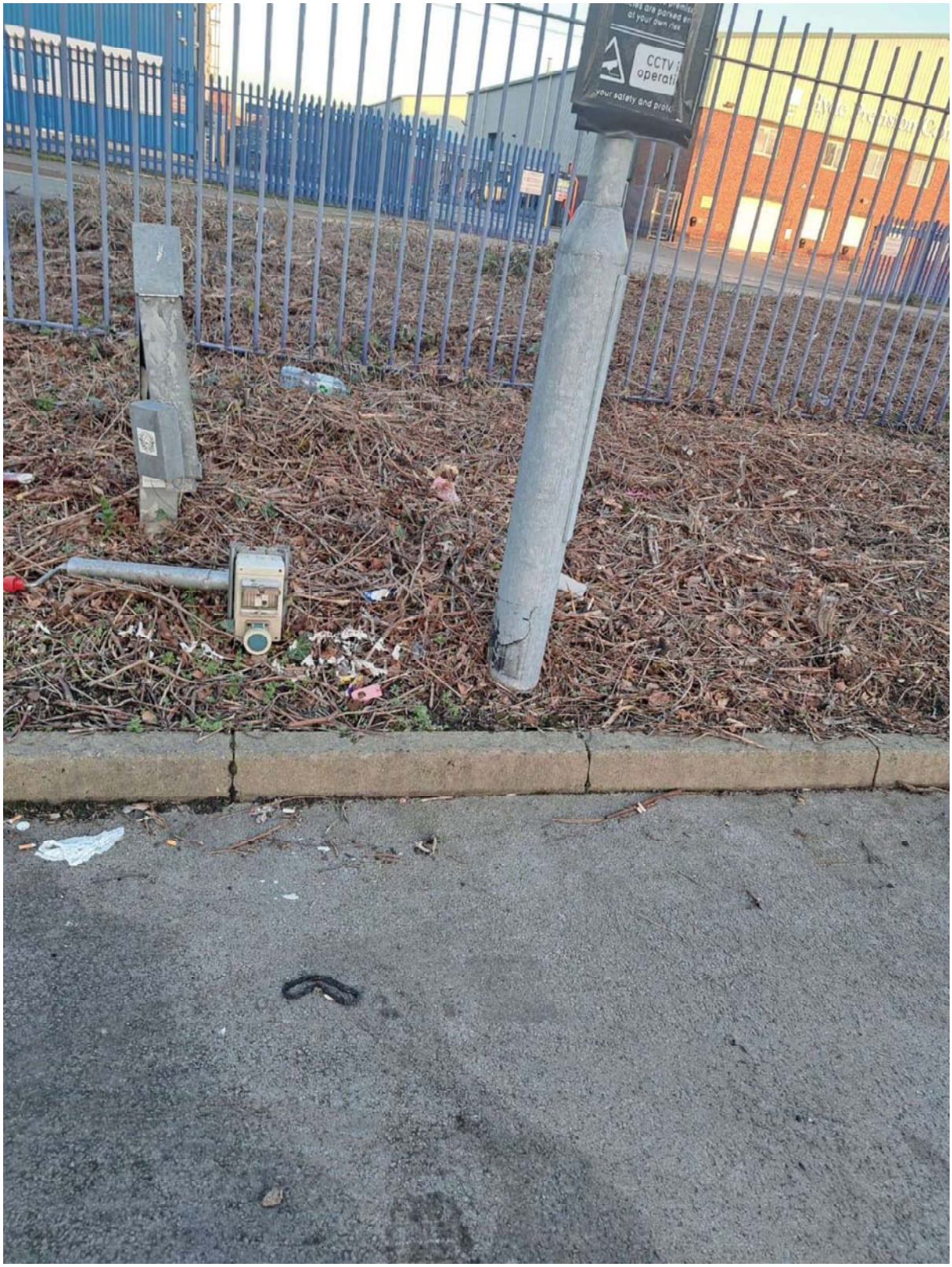



on Components Ltd



PGH1-672





PGH1-674



From: [redacted] **[From VPEX]**
Sent: Tuesday, March 17, 2026 2:46:58 pm
To: 'Phil Hume' <[redacted]>
Cc: [redacted]; [redacted]; 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Afternoon Phil,

We have reached an agreement for the travellers to Vacate site peacefully at around 17:00, we will continue to document and provide updates.

As per our calls we have overheard discussions about re-settling in the immediate vicinity, [redacted]

Any questions please give me a call

Regards

O[redacted]

O[redacted]

M.[redacted]
T. [redacted]
E. [redacted]

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From: [redacted] **[From VPEX]**
Sent: 17 March 2026 10:03
To: 'Phil Hume' <[redacted]>
Cc: '[redacted]'; '[redacted]'; 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Hi Phil,

Following our call, please see a brief update below.

The group on site is showing signs of heavy drinking and has indicated this will continue. They are currently unwilling to vacate immediately and intend to remain in the short term. There are also additional unfamiliar vehicles present, suggesting the location may be attracting further interest.

The car park is being used as a dumping ground, including for human waste, and the group has raised complaints regarding this.

There was some verbal aggression during engagement, our approach is to apply controlled pressure over the next few hours to expedite the enforcement but avoid escalation, If it should this escalate, we will assess and involve police if required.

[redacted]

[redacted].

We will continue to monitor the situation and provide updates.

Regards

O[redacted]

M.[redacted]
T. [redacted]
E. [redacted]

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From: O[redacted] <[redacted]> **[From VPEX]**
Sent: 17 March 2026 08:10
To: Phil Hume <[redacted]>
Cc: [redacted]; Kate Hollingworth <[redacted]>; Paul Ashton <[redacted]>; Matt Buckley <[redacted]>; Harry Wood <[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travellers - Denton

Morning Phil,

Enforcement team are on site at Denton, they arrived at 7am as planned, we have the K-9 units you requested ready to go pending activity/movements at Denton for the other sites.

Any questions let us know

Thanks

O[redacted]

M:[redacted]
E:[redacted]

On 16 Mar 2026, at 20:46, Phil Hume <[redacted]> wrote:

Hi O[redacted],

Thanks for this.

When the agents get wind of the travellers moving, please can you arrange for K9 units to be on to put them off stopping there.

Stockport North, Kings View, Brighton Rd, Kings Vw, Stockport SK4 2BD
Manchester Debdale, Off Hyde Rd, Wall Way, Gorton, Manchester M18 7WY
Manchester Moston, Victoria Ave E, Manchester M9 7GH

Many thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 14
Direct dial: [redacted]
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<Outlook-ajuhtzlz.gif>

<Outlook-3xyizkjw.gif>

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<Outlook-uzckec20.png>

<Outlook-2viajnhc.png>

<Outlook-yrkrdegi.png>
<Outlook-skwnjyhz.png>

<Outlook-50opdbxg.png>

<Outlook-ryzqvc0l.png>
<Outlook-aj3yypsd.png>

From: [redacted] **[From VPEX]**
Sent: 16 March 2026 15:50
To: [redacted]; Phil Hume <[redacted]>; [redacted]; Kate Hollingworth <[redacted]>; Paul Ashton <[redacted]>; Matt Buckley <[redacted]>; Harry Wood <[redacted]>; Alison Snowdon <[redacted]>
Subject: RE: Travellers - Denton

Afternoon All,

The group have been served this afternoon, images attached, 9 caravans and 1 motorhome, to re-iterate A[redacted] earlier confirmation, we will be on site tomorrow at 7am to commence eviction.

If you need any support in the meantime please let us know

Regards

O[redacted]

O[redacted]

<image001.png>

M.[redacted]
T.[redacted]
E.[redacted]

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From: [redacted] **[From VPEX]**
Sent: 16 March 2026 10:48
To: 'Phil Hume' <[redacted]>; 'O[redacted]' <[redacted]>; [redacted]; 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Good morning all

ETA for bailiffs to attend and serve is approximately 12:30-1.30 today.
Agents will then attend tomorrow at 07:00 to evict.

Thanks

A[redacted]

A[redacted]

<image001.png>

Our Office Opening Hours are: Mon–Wed 8am – 3pm / Thur-Fri 8am – 12pm
M.[redacted]
T.[redacted]
E.[redacted]

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From: [redacted] **[From VPEX]**
Sent: 16 March 2026 09:57
To: 'Phil Hume' <[redacted]>; 'O[redacted]' <[redacted]>; '[redacted]' <[redacted]>; 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Good morning

I have just instructed our bailiffs, they will get this actioned asap and get them served.
I will come back with an ETA and more information once I have it confirmed.

Thanks
A[redacted]

A[redacted]
[redacted]

Our Office Opening Hours are: Mon–Wed 8am – 3pm / Thur-Fri 8am – 12pm

M.[redacted]
T.[redacted]
E. [redacted]

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From: Phil Hume <[redacted]>
Sent: 16 March 2026 09:43
To: O[redacted] <[redacted]>; [redacted]>; [redacted] <[redacted]>; Kate Hollingworth <[redacted]>; Paul Ashton <[redacted]>; Matt Buckley <[redacted]>; Harry Wood <[redacted]>
Subject: Travellers - Denton

Hi P[redacted] and O[redacted],

Please can agents be deployed to Denton to serve and evict. There are 10 caravans on site currently, and it is the Ward family who have been on Stockport and Moston recently.

Can you please keep us updated on movements so we can organise defensive strategies at Stockport Nort, Debdale and Moston.

Many thanks,

Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 14
Direct dial: [redacted]
At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.

<image002.gif>

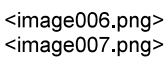
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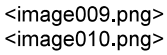
Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image004.png>

<image005.png>





ZORA DEFENCE

TUESDAY 16.3.26

TO OCCUPANTS AT:

Land in and around Pure GYM

OLDHAM ST, DENTON, M343SJ

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

Debt Squared Group Limited

T/A Clearway

[redacted]

VAT Number GB 192 1676 91

Invoice

For Order 0000011199 **Dated** 13/03/2026
All Amounts in Pound Sterling
Terms 45 days from document date
Current Balance 0.00
Your VAT Number XU

Pure Gym Ltd
Town Centre House
Merion Centre
Leeds
West Yorkshire
LS2 8LY
Great Britain

Invoice No	0000015232
Invoice Date	13/03/2026
Reference	Manchester Denton
Account Ref / Case	PUR002 / 24912

Description	Quantity	Unit	VAT Code	Net
Case No: 24912				
Travellers Manchester Denton Oldham Street Manchester M34 3SJ				
2x Enforcement agent attendance fee 11/03/2026	2		1	1300.00
2x Enforcement agent 10x additional hours, 5x each, 11/03/2026	10		1	1950.00

VAT Analysis

Code	%		Net	VAT
1	20.00	Standard Rate	3250.00	650.00

NET	3250.00
VAT	650.00
GROSS	3900.00
DUE WITHIN SETTLEMENT DAYS	3900.00

Terms Strictly 30 days unless otherwise agreed in writing. Payment by cheque payable to "Debt Squared Group Ltd" or by BACS transfer (quoting the invoice number above) to:

[redacted]

1. This invoice must be paid in full without deductions by way of set-off, deduction, counter claim or otherwise.
2. Unless otherwise agreed in writing, payment in full is required no less than 30 days following the date of the invoice. In default of payment in full, we may charge interest at the rate of 2% per calendar month on any outstanding amount, to commence 30 days after the date of this invoice.

Please email the bank remittance to [redacted]

Company Registration No.: 06729253. Registered Office: Attention: [redacted]

PGH1-685

TAX INVOICE

Pure Gym

Invoice Date
18 Mar 2026

Invoice Number
0285 - PG Denton S&E 16th-17th March 26

Reference
0285 - PG Denton S&E 16th-17th March 26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton M34 3SJ Attend and serve 16.03.26	1.00	1,350.00	20%	1,350.00
Attendance and eviction 17.03.26 20 x Agent 07:00 - 18:00	220.00	125.00	20%	27,500.00
			Subtotal	28,850.00
			TOTAL VAT 20%	5,770.00
			TOTAL GBP	**34,620.00**

Due Date: 17 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0285 - PG Denton S&E 16th-17th March 26
Amount Due	**34,620.00**
Due Date	17 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
25 Mar 2026

Invoice Number
0298 - Denton Block Cancellation

Reference
Denton - Cancellation Charges

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton	1.00	595.00	20%	595.00
Last minute cancellation of barrier & blocks				
Cancellation charge				
			Subtotal	595.00
			TOTAL VAT 20%	119.00
			TOTAL GBP	**714.00**

Due Date: 24 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0298 - Denton Block Cancellation
Amount Due	**714.00**
Due Date	24 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

QUOTATION

Client: Puregym
Date Created: 24/03/2026
Expiry Date: 08/05/2026
Quote Reference: QUN2006667
Client Contact:
Client Contact No.:

Site: Pure Gym - Denton
Site Address: Pure Gym - Denton
Pure Gym - Denton
Oldham Street
Manchester
M34 3SJ

Work Description

To clear all the rubbish left by the travellers on site

Total Excluding VAT:	£120.00
VAT Amount:	£24.00
Total Including VAT:	£144.00

Nurture Group Terms and Conditions apply to this Quote. All queries relating to this Quote should be directed to [redacted]

Nurture Group, Nursery Court, London Road, Windlesham, Surrey, GU23 6LQ

PGH1-688

Terms and Conditions

PROJECT SPECIFIC TERMS AND CONDITIONS

Payment Terms

We request payment within 30 days from the date of the invoice. We reserve the right to charge interest on late invoices at 4% above the Bank of England base rate and apply an administrative charge of £25 per email required to chase undisputed payment.

Validity of Quote

Our quote is valid for 90 days from the date of issue.

Cleanliness

The nature of some of our activities can leave debris on hard surfaces, which can be made worse during inclement weather conditions. We will take reasonable measures to minimise this issue.

Irrigation

Unless stated in the quotation we have not priced for ongoing irrigation, nor have we made provision for plant failures due to lack of the irrigation.

Unsatisfactory Works

Where works are considered to be unsatisfactory this must be reported in writing to the relevant contract manager within 14 days of the work completion.

Abortive Visits

If we have confirmed our attendance and then are turned away upon arrival we reserve the right to charge up to 75% of the visit cost for this abortive visit. The subsequent re-booked visit will be at the original value.

Parked Cars

If we are unable to access parts of the site due to parked cars then we will be deemed to have completed a full visit. This condition will apply where our operations include strimming and mowing, where there is a risk we will damage vehicles.

Damage to Property

Our works will not damage correctly installed cables (including power, satellite TV, alarm or communication). We accept no liability for damage to incorrectly installed cables if damaged during our work. The installation standard shall be judged objectively on accepted industry standards and best practice.

Where works include excavation, we require a service location plan to be provided prior to the commencement of work. We will then verify this using a CAT scan.

Some tree activities can cause damage to grass surfaces. These include (i) access to trees that require us to traverse across lawns using either tracked or wheeled machines / vehicles and (ii) felling trees with a limited brash mat where the tree limbs can stick into the ground. The extent of this issue will depend on the prevailing weather conditions. Our quote does not include surface reinstatement.

Planting Works

Our rates for planting are based on the works being carried out during the normal planting season of November to March inclusive. Planting outside of this period would require discussions with particular regard to our defect liability and watering.

Should all or any of the planting be delayed until between April and October, container grown plant material will be required which will be at an additional cost to the contract at rates to be agreed.

Welfare Facilities

Whilst engaged in the completion of these works, our engagement assumes that our operatives will have the use of on-site toilet facilities. The Customer will make sure these are available.

Arboriculture Works

We have assumed free and unhindered access to the site. Inspections are based on what is visible, from ground level at the time of attending the site.

No liability is accepted for tree failures after our inspection and/or after we have undertaken a tree survey.

All tree works will be completed in accordance with British Standard 3998 `Tree work recommendations` where possible unless otherwise instructed or agreed.

Where works are proposed to third party trees, i.e. `neighbour's trees`, we will require written confirmation from the tree owner (the neighbours) that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client's property, then permission is not required but the neighbour should be advised where possible.

Waste will be removed from site unless we have been requested to (i) leave the waste on site, (ii) create habitat(s), or (iii) create brash piles, or (iv) make timber available as firewood.

If the specified trees are covered by a Tree Preservation Order or located in a Conservation Area, we will contact the relevant authority and obtain any necessary permission, after the signed acceptance of contract has been received. If permission for the specified works is not granted in full, a revision to the original contract can/will be made.

Investigation of private covenants shall not be the responsibility of Nurture Group. It is assumed that all trees within the demised site boundary are within the ownership of the Customer and that the instructing entity (i.e. the Customer) has the authority to request the work.

Where quoted, the main stump of the tree will be ground into chips with a specialist machine to a depth of approx. 0.2m below the present soil level over the width of the trunk cross section. Smaller roots spreading out from the main stump will be left undisturbed in the soil. The chips/soil mixture will be left tidy at the position of the original stump unless otherwise stated. The arisings are normally left slightly proud of ground level to allow for ground settling.

Upon receipt of the signed acceptance of contract, the Customer will make any necessary arrangements with the relevant authorities to take down or turn off overhead wires. Any additional costs for these services will be the responsibility of the Customer.

STANDARD TERMS AND CONDITIONS

NURTURE GROUP - NURTURE LANDSCAPES LIMITED; GAVIN JONES LIMITED; TIVOLI GROUP LIMITED and NURTURE PEST SERVICES LIMITED

Registered Address: *Nursery Court, London Road, Windlesham, Surrey, GU23 6LQ*
Company Registration Number: *Nurture Landscapes 03523868; Gavin Jones 02222355; Nurture Pest Services Limited 1490758; Tivoli Group Limited 1120774*

Where an executed framework agreement already exists between Nurture Group and the Customer, and where there is a conflict between these terms and a term in the framework agreement, then the term in the framework agreement shall prevail.

DEFINITIONS

In these Conditions:

"Nurture Group"	means any subsidiary of Nurture Landscapes Holdings Limited a company registered in England Wales under the number 6505231. This includes but is not limited to Nurture Landscapes Limited, Gavin Jones Limited Nurture Pest Control Limited and Tivoli Group Limited.
"Customer"	means any party to whom a tender or quotation is addressed or whose order Nurture Group accepts;
"Contract"	means any contract between Nurture Group the Customer for the supply of the Services and the purchase and sale of the Goods supplied under it, to which these terms and conditions shall apply;
"Deliverables"	means all Documents, products, goods and/or materials developed by [Company] or its agents, contractors, and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);
"Displays"	means plant displays requested by the Customer and provided by Nurture Group;
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which Nurture Group is to supply to the Customer in accordance with these conditions;
"Nurture Group Documentation"	includes all documents, products and materials developed by Nurture Group in relation to the Services in any form, (including without limitation, computer programs, data, reports, specifications, drawings, maps, plans, diagrams, designs, pictures or other images, tapes, disks or other devices or records embodying information in any form);
"Services"	means the works and services (including any instalment or parts of them) which Nurture Group is to supply to the Customer in accordance with these conditions;
"Standard Contract"	means a Contract to perform agreed Services and/or deliver agreed Goods at agreed intervals over a period of not less than one calendar month;
"Special Contract"	means any Contract other than a Standard Contract.

GENERAL

2.1 All quotations and orders for the supply of Services and/or Goods are placed and accepted by NURTURE GROUP with the Customer on the following terms and conditions (the "Conditions") which contain the entire agreement between the parties relating to the subject matter of the Contract. All other Conditions are excluded from the Contract. Any order given the Customer whether or not in respect of a quotation by NURTURE GROUP shall not be binding on NURTURE GROUP until accepted in Writing by NURTURE GROUP on these Conditions. The Customer and NURTURE GROUP intend that their respective rights, obligations and liabilities as provided for in the Contract, shall be exhaustive of the rights, obligations, and liabilities of each of them to the other, arising out of, under, or in connection with the Contract or the performance of the Services, whether such rights, obligations, and liabilities arise in respect or in consequence of a breach of contract, or of statutory duty, or a tortious or negligent act or omission which gives rise to a remedy at common law.

2.2 For Standard Contracts, all charges are quoted on the basis that the Contract will continue for a total period of at least one year and no deductions will be allowed in respect of statutory or other holidays. In any Contract NURTURE GROUP will use reasonable endeavours to provide any specific requested number of operatives, but will not be under any liability for failing to do so.

2.3 All drawings, descriptive matter, specifications and advertising issued by NURTURE GROUP and any descriptions or illustrations (including references to hourly rates and numbers of staff referred to in those descriptions or illustrations) contained in NURTURE GROUP'S catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them. They will not form part of the Contract.

2.4 Save as otherwise provided in these Conditions, any notice to be given under these terms must be in writing or sent by hand, by pre-paid registered or recorded delivery post to the Customer at its last-known business address or in the case of NURTURE GROUP to its registered office. If sent by hand, it shall be considered to have been received at the time of delivery and, if sent by registered or recorded delivery pre-paid post, it will be considered to have been received forty eight hours after posting.

2.5 If any statement or representation has been made to the Customer by NURTURE GROUP its employees, servants or agents and the Customer wishes to rely on it, then the Customer must set this out in a document to be attached to or endorsed on the order. NURTURE GROUP may confirm, reject or clarify the point and submit a new quotation.

QUOTATIONS AND ACCEPTANCE

3.1 Any quotation or order assumes the Customer will provide free of charge all necessary lights, power, hot water and other facilities which may be required to enable NURTURE GROUP to carry out the Services and/or deliver the Goods as well as adequate secure and safe storage facilities for equipment used by NURTURE GROUP. Where this is not so the Customer shall pay NURTURE GROUP any additional cost it may incur.

3.2 Quotations may only be accepted within 90 days from the date of quotation and may be withdrawn by NURTURE GROUP at any time within this period by written notice to the Customer.

3.3 In the absence of any express acceptance of these Conditions by the Customer the making of any progress payment or allowing NURTURE GROUP staff to enter the site and commence the Services and/or deliver the Goods shall constitute acceptance of these Conditions by the Customer.

DETERMINATION / TUPE

4.1 This Contract shall commence on the date on which the Contract is made, or the date on which NURTURE GROUP commences the supply of Goods and/or Services to the Customer, whichever is the earlier, and shall continue in force until terminated (the "Term") by either party in accordance with the provisions of this Contract, or until NURTURE GROUP and the Customer agree that NURTURE GROUP shall cease the supply of Goods and/or Services under the Contract.

4.2 Either party may terminate a Standard Contract by giving to the other at least three months` written notice at any time on or after three months from the start of the Standard Contract.

4.3 In the case of Special Contracts, the Customer shall have no right to terminate after the start of the Services at and/or first delivery to the Customer`s premises by or on behalf of NURTURE GROUP without reasonable prior written notice to NURTURE GROUP. The Customer shall be liable for all costs and expenses, including a contribution to profits and overheads incurred by NURTURE GROUP in preparation for and in part performance of the Services and/or delivery of the Goods. NURTURE GROUP shall have the right to terminate any Special Contract by giving to the Customer reasonable prior written notice to terminate.

4.4 The Customer shall on termination of the Contract at NURTURE GROUP's option purchase for its fair market value (determined by an independent valuer to be agreed by the parties and in default of agreement, nominated on the application of either party by the President for the time being of The Law Society) any equipment ("Equipment") owned by NURTURE GROUP which is used by the NURTURE GROUP for the purpose of providing the Services.

4.5 Within 7 days of the date of termination, the Customer shall pay to NURTURE GROUP in cleared funds all sums due in accordance with the above provision and upon receipt of cleared funds, NURTURE GROUP shall transfer title to the Equipment to the Customer.

4.6 The Customer shall indemnify NURTURE GROUP against any and all liabilities and/or obligations in relation to the Employees who are exclusively engaged by the Customer and or the previous Supplier in performance of the Services and/or delivery of the Goods to the Customer (the "Employees") and who transfer to NURTURE GROUP under the Transfer Of Undertakings (Protection Of Employment) Regulations 1981 (TUPE), as amended, consolidated, extended or replaced from time to time, whether under TUPE, under a claim for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings, failure to inform under Regulation 10 of TUPE (and all damages, penalties, awards, legal costs, expenses and other liability incurred by NURTURE GROUP) or otherwise , which relates to the period prior to NURTURE GROUP providing the Service and on termination of this Agreement, howsoever arising, or any time thereafter.

4.7 If this Contract is terminated by the Customer without cause, or the Services are discontinued or substantially changed preventing continuance or transfer, the Customer shall be liable for all redundancy costs relating to termination of the Supplier's dedicated employees.

4.8 Redundancy costs include statutory and contractual redundancy payments, outstanding holiday pay, pay in lieu of notice, and other legally required termination payments.

4.9 Nurture Group shall provide a detailed calculation of redundancy costs and supporting documentation within 30 days of termination/change.

4.10 The Customer shall pay the redundancy costs within 45 days of receiving the calculation and documentation.

INSOLVENCY

5.1 If the Customer or any holding company of the Customer or the client of the Customer who is the ultimate recipient of the Services becomes bankrupt or deemed to be unable to pay its debts for the purpose of section 123 of the Insolvency Act 1986, or shall compound with its creditors, or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the Customer (other than a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager is appointed of all or any of its assets or undertaking, NURTURE GROUP will be entitled immediately to cancel any Contract in whole or in part by giving written notice to the Customer. This will not affect any other right or remedy available to NURTURE GROUP.

CHARGES AND PAYMENT

6.1 All charges under this Contract are fixed save that in the event of a rise in wages or other costs of operation caused by changes in employment or other legislation (or interpretation of the same) or other external circumstances outside NURTURE GROUP' control, NURTURE GROUP shall be entitled to an increase in the monthly charges for the Contract by giving one month's notice to the Customer.

6.2 In the event of extensions, modifications or alterations taking place to the premises to be serviced after submission of a quotation NURTURE GROUP shall be entitled to review and increase or reduce the charges appropriately.

6.3 The terms of payment shall be as stated at the foot of any quotation. In the absence of such a term, payment will be due 30 days from the date of invoice in the case of an invoice rendered in advance of completion of the Services and/or delivery of the Goods but in the case of an invoice rendered after completion of the Services and/or delivery of the Goods, payment shall be due within 7 days from the date of invoice.

6.4 Time for payment by the Customer will be of the essence and in the event of default by the Customer, NURTURE GROUP shall be at liberty to cease work and to remove all materials, tools and equipment belonging to it by giving notice in writing to the Customer. Interest on any outstanding sums will be payable (both before and after judgement/arbitration award) to NURTURE GROUP at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 and to recover all and any costs incurred by it (including costs, fees and disbursements of any outside agency and/or legal fees) in collecting any monies due. This will not affect any other right or remedy available to NURTURE GROUP.

6.5 Any queries or disputes relating to the invoice must be submitted in writing to NURTURE GROUP within 14 days from the date of invoice. After the expiry of 14 days the invoice will be considered to have been accepted without query or dispute and the full value of the invoice will be payable as provided in 6.4 above. Where any query is raised within 14 days of the date of the invoice, the Customer shall remain liable to pay any undisputed part of the invoice in accordance with these Conditions.

6.6 Where the Customer requests copies of documents that have previously been submitted to the Customer by NURTURE GROUP, NURTURE GROUP may require the Customer to pay its reasonable administration and copying fees incurred in supplying further copy documents.

6.7 The charges shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance for the Services and/or Goods, all of which amounts the Buyer will pay in addition when it is due to pay;

6.8 All payments payable to NURTURE GROUP under the Contract shall become due immediately upon termination of this Contract despite any other provision.

OBLIGATIONS OF NURTURE GROUP

7.1 NURTURE GROUP will

(a) provide the Services and/or Goods in accordance with the requirements of the Contract; and

(b) keep in force policies of insurance covering employer's liability and public liability. Copies of the relevant certificates are available on written request by the Customer from NURTURE GROUP.

(c) Save in the case of Displays sold by NURTURE GROUP to the Customer, as part of the Services, NURTURE GROUP will repair or replace any Display as necessary provided that the Customer is not in default of any of its obligations under this Agreement, and such a repair or replacement is not necessitated as a result of:

(i) Wilful or careless damage, negligence, mishandling, tampering or any unauthorized repairs by or on the part of the Customer, its employees, subcontractors or agents; or

(ii) Vandalism.

(d) Visit the Customer's premises as identified in the Agreement as necessary during the term of this Agreement at times mutually convenient to both NURTURE GROUP and the Customer to maintain the Displays;

(e) Unless the Agreement identifies that the Agreement is for maintenance only, or in the case of plants which are 2.5 meters or more in height, replace any plants as and when necessary. Where NURTURE GROUP is unable for any reason to replace a particular plant with the same variety of plant, NURTURE GROUP shall be entitled at its sole discretion to replace that plant with such other plant as it considers appropriate.

OBLIGATIONS OF THE CUSTOMER: All Contracts

8.1 The Customer shall:

(a) Pay the contractual charges and other sums due in accordance with the terms of payment mentioned in clause 6 above and shall provide all necessary access and where practicable the facilities and accommodation referred to in clause 3.1 above.

(b) Take all reasonable precautions to ensure the safety of NURTURE GROUP employees, servants or agents whilst such persons are carrying out the Services on and/or delivering the Goods to the Customer's premises and in particular will: -

(i) Ensure that all electrical equipment on which or in the vicinity of which NURTURE GROUP employees, servants or agents are at work, is safe, adequately maintained and switched off prior to any activity by such persons;

(ii) Comply with its duties under sections 3 and 4 of the Health & Safety at Work etc. Act 1974 as if it were the employer of NURTURE GROUP' employees, servants and agents;

(iii) Comply with all health and safety regulations and requirements in force.

(c) Unless otherwise agreed in writing by NURTURE GROUP or effected by operation of the Transfer of Undertakings (Protection of Employment) Regulations 1991 (as amended)) not during the course of any Contract and for a period of 6 months after its termination offer or seek to offer

employment or any contract for services to any person who at any time during the course of any Contract was engaged by NURTURE GROUP to work at the Customer's premises.

(d) Immediately communicate any special instructions to NURTURE GROUP. Any specific complaint regarding NURTURE GROUP'S performance under any Standard Contract must be communicated in writing within 5 days of the Services in question being carried out and/or Goods in question being delivered.

(e) Not claim ownership of any Equipment or materials used in the provisions of the Services and/or supply of Goods under any circumstances save in the case where NURTURE GROUP specifically sells such Equipment or materials to the Customer.

(f) Provide access for NURTURE GROUP representatives to carry out its Services at any reasonable time or as specified in the Agreement;

(g) Provide all facilities at the premises that NURTURE GROUP may reasonably require to carry out the Services;

(h) Fully follow and comply with the plant and display care instructions given by NURTURE GROUP, its employees or agents;

(i) Permit NURTURE GROUP to make an additional charge for any wasted journeys as a result of the Customer's failure to allow access;

(j) Permit NURTURE GROUP to make an additional charge for any visits or call outs which are required as a result of the Customer's failure to observe the care instructions given by NURTURE GROUP, its employees or agents;

(k) Maintain an ambient temperature of 14C (58F) in the room or area in which any plant Displays containing live plants are sited;

(l) Keep all Displays away from sources of heat and/or fire;

(m) In the case of Christmas Displays, it is the Customer's responsibility to provide a power supply for decorative lights and to supply all necessary power leads and other electrical equipment necessary for the safe operation of the Christmas Display. All such equipment must be PAT tested.

(n) Not sell, part with possession of, pledge or otherwise dispose of any NURTURE GROUP Equipment. The Customer shall take no action inconsistent with NURTURE GROUP 's ownership of the Equipment;

(o) Insure any NURTURE GROUP Equipment in the joint name of NURTURE GROUP and the Customer for its Replacement Value against all risk of loss or damage;

(p) Immediately notify anyone claiming possession of the NURTURE GROUP Equipment that it belongs to NURTURE GROUP;

(q) Comply with all statutory and safety requirements relating to the use of the NURTURE GROUP Equipment;

(r) Notify NURTURE GROUP immediately of any damage, destruction or loss to or of any NURTURE GROUP Equipment;

(s) Not at any time permit any NURTURE GROUP Equipment to be removed, repaired or maintained other than by NURTURE GROUP or its authorised representative;

(t) Not remove any labels or signs indicating that the Equipment belongs to NURTURE GROUP.

CONTRACTS OTHER THAN "STANDARD CONTRACTS"

9.1 In the case of a Special Contract the Customer must inspect the Services and/or Goods immediately upon completion and/or delivery (as appropriate) and shall ensure that a duly authorised employee of the Customer is available to sign a satisfaction note or to inform NURTURE GROUP of any reasonable and proper complaint which NURTURE GROUP will then remedy. If the Customer fails to ensure that a duly authorised employee is available to sign the satisfaction note or to inform NURTURE GROUP in writing of any reasonable and proper complaint, the performance of the Services and/or delivery of the Goods will be deemed to have been carried out to the satisfaction of the Customer.

GUARANTEE OF WORKS

10.1 Subject to these Conditions, sections 13 to 15 of the Supply of Goods and Services Act 1982 are to be implied into the Contract.

10.2 If the performance of the Services is such that it may (subject to these Conditions) entitle the Customer to claim damages or to repudiate the Contract the Customer shall not then do so but shall first ask and give NURTURE GROUP reasonable time to rectify the alleged defective Services.

10.3 NURTURE GROUP may at its option rectify the defective Services free of cost and within a reasonable time or repay the charges(s) of the item(s) of Services for which the complaint is made. If NURTURE GROUP does rectify the Services or repays, the Customer shall be bound to accept the same and NURTURE GROUP shall be under no further liability in respect of any loss or damage whatsoever arising from the initial performance of the defective Services or from the delay before the defective Services were rectified or the repayment is made and for the avoidance of any doubt clause 12 below shall apply.

SUPPLY OF GOODS

11.1 Where NURTURE GROUP supplies Goods (whether or not as part of the Services) all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Conditions.

11.2 Any such Goods are at the risk of the Customer from the time of delivery.

11.3 Ownership of the Goods shall not pass to the Customer until NURTURE GROUP has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to NURTURE GROUP from the Customer on any account.

11.4 Until ownership of the Goods has passed to the Customer, the Customer must:

11.4.1 hold the Goods on a fiduciary basis as NURTURE GROUP'S bailee:

11.4.2 store the Goods (at no cost to NURTURE GROUP) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as NURTURE GROUP's property;

11.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

11.4.4 maintain the Goods in satisfactory condition and keep them insured on the NURTURE GROUP's behalf for their full price against all risks to the reasonable satisfaction of NURTURE GROUP. On request the Customer shall produce the policy of insurance to NURTURE GROUP; and

11.4.5 hold the proceeds of the insurance referred to in condition 11.3.4 on trust for NURTURE GROUP and not mix them with any other money, nor pay the proceeds into an overdrawn bank account

11.4.6 not resell the Goods

11.5 OWNERSHIP AND RISK IN GOODS SOLD

11.5.1 Risk of damage or loss to any good sold to the Customer or any Displays ("Goods") shall pass to the Customer upon delivery.

11.5.2 Notwithstanding delivery and the passing of risk in any Goods, the title in the Goods shall not pass to the Customer until NURTURE GROUP has received in cash or cleared funds payments in full of the price of the Goods and in respect of any other payment due to NURTURE GROUP by the Customer.

11.5.3 Until such time as the title in the Goods passes to the Customer, the Customer shall hold the Goods as NURTURE GROUP's fiduciary agent and bailee and keep the Goods separate from those of the Customer and third parties, but the Customer shall be entitled to use the Goods in the ordinary course of its business.

11.5.4 Until such time as the title in the Goods passes to the Customer, and provided the Goods are still in existence, NURTURE GROUP shall be entitled at any time to require the Customer to deliver up the Goods to NURTURE GROUP and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and dismantle and repossess the Goods.

11.6 REMOVAL OF GOODS

11.6.1 The Customer will allow any person authorised by NURTURE GROUP to enter any premises owned or occupied by the Customer at all reasonable times to inspect the Displays and remove the Displays whether for replacement or upon termination of this Agreement howsoever such termination shall arise.

11.6.2 If upon termination of the Agreement, NURTURE GROUP is unable for any reason to recover the Display(s) (other than where solely due to the default of NURTURE GROUP or its employees) the Customer will be liable for the Replacement Value of the Display(s) which have not been recovered, such charges being payable immediately upon invoice from NURTURE GROUP.

11.6.3 NURTURE GROUP will exercise all reasonable care in removing the Display(s) from the Customer's premises but will not be responsible for restoring that part of the premises (including any Services such as electrical supply) where the Display(s) were installed to its original state.

LIABILITY

12.1 The following provisions set out NURTURE GROUP's entire liability (including any liability for the acts and omissions of its staff, employees, agents and/or sub-contractors) to the Customer including (but not limited to) any breach of its contractual obligations arising under the Contract; and any representation statement or tortious act or omission including negligence arising under or in connection with the Contract (each an "Event of Default").

12.2 NURTURE GROUP's liability to the Customer for fraudulent misrepresentation and for death or injury resulting from its own or that of its employees' negligence shall (save as provided in clause 12.8 below) not be limited or excluded.

12.3 Subject to Clause 12.2 above, the Customer acknowledges that NURTURE GROUP shall not be liable to the Customer in respect of damage to the property of the Customer howsoever arising (and in particular which arises from the breaking or disintegration during provision of the Services by NURTURE GROUP' employees of any cracked, defective or broken part or fixtures and fittings of the property of the Customer) save where NURTURE GROUP and or its employees are found to be negligent and where a court or tribunal of competent jurisdiction shall hold NURTURE GROUP legally liable for the same.

12.4 Subject to the provisions of Clause 12.3 above NURTURE GROUP's entire liability under the Contract shall be limited (a) in the case of any liability in relation to any Goods to the cost of the Goods; (b) in the case of any liability in relation to Services to re-performing the Services (or if NURTURE GROUP elects, to paying an amount equal to the cost of reperforming the Services); (c) any liability for damages shall be limited to total amount payable to NURTURE GROUP under the Contract during a 12 month period or (if lower) an amount equal to £1,000,000 in aggregate.

12.5 Subject to Clause 12.2 above NURTURE GROUP shall not be liable to the Customer in respect of any Event of Default for loss of actual or anticipated profits or savings, loss of contract, loss of business or economic loss, loss of goodwill, punitive, indirect, incidental or consequential damages, loss of income, loss of business opportunities or loss of, damage to or corruption of data or any type of punitive, special, indirect or consequential loss, damages due under penalty clauses, wasted expenditure or cost of mitigation (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if, in any such case, such loss was reasonably foreseeable or NURTURE GROUP had been advised of the possibility of the Customer incurring the same.

12.6 Except in the case of an Event of Default arising under Clause 12.2 above NURTURE GROUP shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon NURTURE GROUP in accordance with these Conditions.

12.7 NURTURE GROUP assumes no liability for any loss or damage suffered or incurred by the Customer resulting from a NURTURE GROUP employee's loss of entrusted key(s) other than the costs of reproducing the lost key(s).

12.8 Under no circumstances whatsoever shall NURTURE GROUP be liable for the acts or neglect of its employees, servants or agents which fall outside the duties expressly assigned to them by NURTURE GROUP. The Customer must not give instructions to or request Services and/or Goods to be supplied by NURTURE GROUP other than to the person(s) duly appointed by NURTURE GROUP to receive instructions from the Customer from time to time.

The Customer shall indemnify NURTURE GROUP in respect of any loss or damage suffered by NURTURE GROUP (including all costs and expenses, including if appropriate a contribution to lost profits and overheads incurred by NURTURE GROUP) which arises: as a result of any breach or default by the Customer in its obligations under any Contract with NURTURE GROUP; as a result of the Customer's negligence; as a result of the performance by NURTURE GROUP of its obligations under any Contract with the Customer; or as a result of the termination of any Contract between NURTURE GROUP and the Customer, however it arises.

FORCE MAJEURE

13.1 NURTURE GROUP shall not be responsible for any delay or failure to fulfil any of its obligations nor be liable for any loss or damage suffered or incurred by the Customer by reason of any delay in the performance of the contracted Services and/or delivery of the contracted Goods caused directly or indirectly by any Act of God, war, government or parliamentary restriction, import or export regulation, strike, lockout, shortage of labour, trade dispute, fire, flooding, act of terrorism, breakdown of plant or premises or other supplies or any other cause whatsoever beyond the control of NURTURE GROUP or beyond the control of any supplier to or subcontractor of NURTURE GROUP.

VARIATIONS

14.1 No variation to any Contract requested by the Customer shall be binding on NURTURE GROUP unless agreed by NURTURE GROUP and the Customer in writing. As part of such variation the charges shall be accordingly increased or decreased.

14.2 If NURTURE GROUP agrees to any such variation, any dates quoted for completion of the Services and/or delivery of the Goods shall be extended accordingly.

CONFIDENTIALITY

15.1 The Customer shall keep confidential and not disclose to any third party any information which it has acquired from NURTURE GROUP as a result of discussions, negotiations and other communications in connection with the provision of the Services and/or delivery of the Goods ("Confidential Information") and under no circumstance shall the Customer use any Confidential Information for commercial benefit either of the Customer and/or its subsidiaries or affiliates or any of its directors or senior management or any connected persons of any of its directors or senior management.

15.2 The provisions of clause 15.1 shall not apply to the whole or any part of the Confidential Information to the extent that it is trivial or obvious; already in the Customer's possession other than as a result of a breach of this clause by the Customer; in the public domain, otherwise than as a result of a breach of this Clause by the Customer; or required to be disclosed by law or by lawful authority.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 As between the Customer and NURTURE GROUP, all Intellectual Property Rights and all other rights in NURTURE GROUP Documentation shall be owned by NURTURE GROUP. Subject to clause 16.2, NURTURE GROUP licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the NURTURE GROUP Documentation and the Services. If these Conditions are terminated or expire, this license will automatically terminate.

16.2 The Customer acknowledges that, where NURTURE GROUP does not own NURTURE GROUP Documentation, the Customer's use of rights in NURTURE GROUP Documentation is conditional on NURTURE GROUP obtaining a written license (or sub-license) from the relevant licensor or licensors on such terms as will entitle NURTURE GROUP to license such rights to the Customer.

16.3 Where the Customer agrees to NURTURE GROUP using the Customer's names, logos and/or trademarks in connection with NURTURE GROUP 's performance of the Services, the Customer licenses all Intellectual Property Rights in such names, logos and trade marks to NURTURE GROUP free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable NURTURE GROUP to use them in connection with its performance of the Services.

16.4 On delivery, NURTURE GROUP assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables to the extent they have been developed specifically for this Contract. NURTURE GROUP shall obtain waivers of all moral rights in the products of the Services, including the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

16.5 NURTURE GROUP shall promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 16.4.

17. DATA PROTECTION

17.1 In the performance of its obligations under the Contract, NURTURE GROUP shall (and shall procure that its sub-contractors shall) at all times:

17.1.1 comply with its obligations under the Data Protection Act 2018, UK GDPR, any other associated legislation or regulations and any applicable codes of practice or other relevant guidance issued by the Information Commissioner's Office (the "Data Protection Requirements");

17.1.2 not perform its obligations under the Contract in such a way as to cause the Customer to breach any of its obligations under the Data Protection Requirements.

17.2 When handling the Customer's data (whether or not personal data), NURTURE GROUP shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to NURTURE GROUP from time to time.

17.3 Notwithstanding the general obligation in clause 17.1, where NURTURE GROUP is processing personal data for the Customer as a data processor (as defined by the UK GDPR) NURTURE GROUP shall:

17.3.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data);

17.3.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that NURTURE GROUP is complying with its obligations under the Data Protection Requirements;

17.3.3 promptly notify the Customer of any breach of the security requirements of the Customer;

17.3.4 promptly notify the Customer of any request for access to or a request to rectify or erase personal data;

17.3.5 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the Data Protection Requirements;

17.3.6 ensure that its staff are suitably trained;

17.3.7 ensure that personal data is not transferred outside the United Kingdom without the Customer's prior written consent.

GENERAL

18.1 If any term of any Contract with NURTURE GROUP (or any part) shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court having jurisdiction, the remainder of the Contract shall remain in full force and effect.

18.2 The Customer shall not be entitled to assign or sub-contract any of its rights or obligations under any Contract without prior written consent of NURTURE GROUP. NURTURE GROUP may assign and subcontract its rights and obligations under any Contract without the consent of the Customer.

18.3 A person who is not a party to this Contract shall have no rights pursuant to the Contracts (Rights of Third Parties Act) 1999 (the "Act") to enforce any term of the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

18.4 Nothing in this Contract or in any antecedent negotiations or proposals is intended to or shall operate to create a partnership or joint venture of any kind between the parties or any of them, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.5 The waiver by either party of a breach or default of any of the provisions of the Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have under the Contract operate as a waiver of any breach or default by the other party.

DISPUTES AND GOVERNING LAW

19.1 In the event of any dispute arising between the parties in connection with the Contract which cannot be settled by negotiation, the parties will in good faith, seek to resolve that dispute through mediation. The mediator shall be agreed upon between the parties within 14 days of one party requesting mediation, failing which the mediator shall be appointed by the then President of the Law Society of England. Unless otherwise agreed the parties shall share equally the costs of the mediation. If the dispute is not resolved within 30 days, or one of the parties refuses to participate in mediation, the dispute may be referred to arbitration and shall be determined in accordance with the Arbitration Act 1996 by a single arbitrator appointed by mutual agreement or where there is no mutual agreement within 14 days nominated on the application of either party by the President of the Chartered Institute of Arbitrators. Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to prevent irreparable damage.

19.2 This Contract will be governed by and construed in accordance with the laws of England and any disputes shall be subject to the non-exclusive jurisdiction of the Courts of England

From: [redacted] **[From VPEX]**
Sent: Thursday, March 26, 2026 4:14:23 pm
To: [redacted]; [redacted]; 'Phil Hume' <[redacted]>
Cc: 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Good afternoon all

An update from site this morning.

13no caravans from the same family are on Sainsburys next door, still staying in the area it seems.
No issues reported of them approaching PG.

Thanks

A[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

Our Office Opening Hours are: Mon–Wed 8am – 3pm / Thur-Fri 8am – 12pm
M. [redacted]
T. [redacted]
E. [redacted]

Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]
Registered in England No.161 487 23

The contents of this email and any attachments are subject to contract

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From: [redacted] **[From VPEX]**
Sent: 23 March 2026 15:10
To: '[redacted]; '[redacted]; 'Phil Hume' <[redacted]>
Cc: 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: RE: Travellers - Denton

Afternoon all

Update from the Handler over at Denton, multiple caravans seen passing the PG car park just over an hour ago. Handler has been out and visible, he thinks they maybe attempting to get back onto Sainsburys potentially, I will keep you informed of any further observations.

Thanks

A [redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

Our Office Opening Hours are: Mon–Wed 8am – 3pm / Thur-Fri 8am – 12pm

M. [redacted]
T. [redacted]
E. [redacted]

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TAX INVOICE

Pure Gym

Invoice Date
20 Apr 2026

Invoice Number
INV-0304 - Pure Gym Denton K9 Units

Reference
March K9 Units - Denton Site

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton K9 Units on site March March 17th 4pm ongoing 24hour presence for the rest of the month. 17th - 22nd March 135 Hours 23rd - 29th March - 168 Hours 30th - 31st March unitll 18:00 x 3 Handlers - 144 Hours Total 471 Hours	471.00	23.50	20%	11,068.50

Subtotal	11,068.50
TOTAL VAT 20%	2,213.70
TOTAL GBP	**13,282.20**

Due Date: 20 May 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd

[redacted]

Customer	Pure Gym
Invoice Number	INV-0304 - Pure Gym Denton K9 Units
Amount Due	**13,282.20**
Due Date	20 May 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
3 Jun 2026

Invoice Number
0349 - K9 Units April Charges - Denton

Reference
April K9 Denton

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym, Denton April 1st 07:00 - April 7th 18:00 3no K9 Handlers on site - Total 465 Hours	465.00	23.50	20%	10,927.50
Pure Gym Denton - Bank Holiday Extra Charge for 3rd April for 3no K9 Units	72.00	23.50	20%	1,692.00
Pure gym Denton - Bank Holiday Extra Charge for 6th April for 3no K9 units	72.00	23.50	20%	1,692.00
			Subtotal	14,311.50
			TOTAL VAT 20%	2,862.30
			TOTAL GBP	**17,173.80**

Due Date: 3 Jul 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd

[redacted]

Customer	Pure Gym
Invoice Number	0349 - K9 Units April Charges - Denton
Amount Due	**17,173.80**
Due Date	3 Jul 2026
Amount Enclosed	

Enter the amount you are paying above

From: [redacted] **[From VPEX]**
Sent: Sunday, March 29, 2026 10:18:03 am
To: [redacted]; [redacted]; 'Phil Hume' <[redacted]>
Cc: 'Kate Hollingworth' <[redacted]>; 'Paul Ashton' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Harry Wood' <[redacted]>; 'Alison Snowdon' <[redacted]>
Subject: Re: Travellers - Denton

Good morning all,

An incident report will follow but just to make you aware - glass bottles were thrown at the handler last night and the police attended.

There is broken glass in the carpark.

P[redacted]
Vacant Property Experts

M:[redacted]

Incident Report

[redacted]

[redacted] P[redacted]
29/03/2026, 10:31 | Europe/London

#42

Which [redacted] group company are you working for?: **Vacant Property Experts Ltd. (VPEX)**

VPEX.UK
VACANT PROPERTY EXPERTS

T. [redacted]

E. [redacted]

INCIDENT REPORT

Please fill out **immediately** following an incident

INCIDENT DETAILS

Incident Start Date and Time: **28/03/2026, 22:09 | Europe/London (+00:00)**

Incident End Date and Time: **29/03/2026, 22:40 | Europe/London (+01:00)**

Type of Incident: **Suspicious Behaviour**

Health and Safety Issue, including near miss & injury

Where did the incident occur?:
Perimeter of PureGym Denton, M34 3SJ - car park entrance. Attempted intruders did not enter site.

Describe the incident:

At around 22:09 hours, two unidentified males approached the site shouting and swearing. They were heading towards my vehicle at the entrance of the car park and attempted to gain access. Both were wearing balaclavas and dressed in all black clothing.

They moved towards the entrance and appeared to be checking how they could get vehicles in. I challenged them and made it clear they were not allowed on site. With my K9 present, I positioned myself to block entry and they did not gain access.

After being turned away, both individuals became more verbally aggressive. They directed racial abuse towards me and made threats, saying they would return with others to rip out the newly installed barrier.

During the incident, they threw several glass bottles in my direction and towards the K9. No injuries were caused.

They also stated they were nearby in the Sainsbury's car park and would come back during the night.

Police were called to the site, and officers attended the location.

Police arrived 2233, left 2239. Ref 3518.

After a short time, the individuals left the area. I remained on site and continued to monitor the situation.

The incident has been captured on camera.

Name and job role of all staff involved: **K**[redacted]

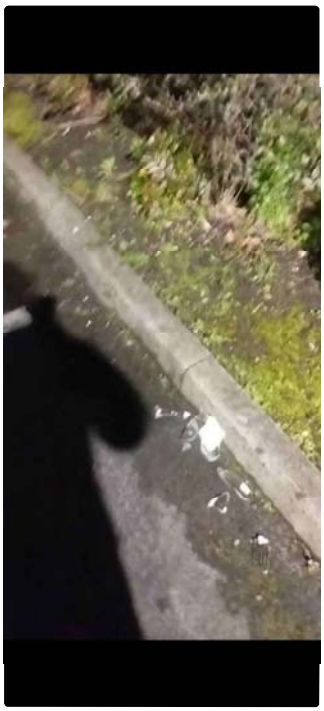
Witnesses - capture names and contact details: **N/A - police ref 3518**

Did emergency services attend?: **Police**

Images

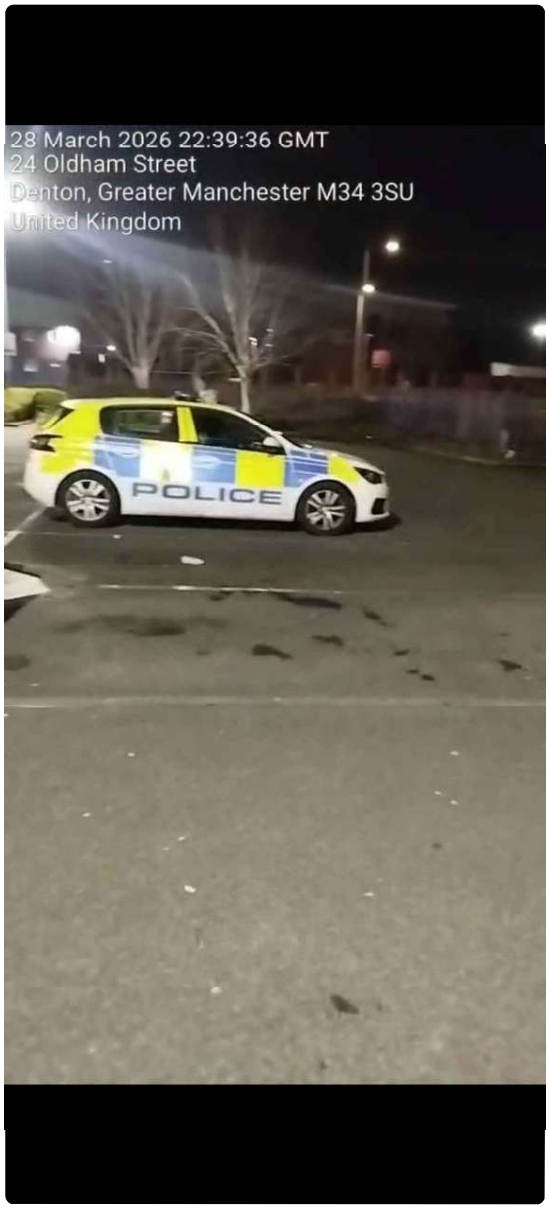












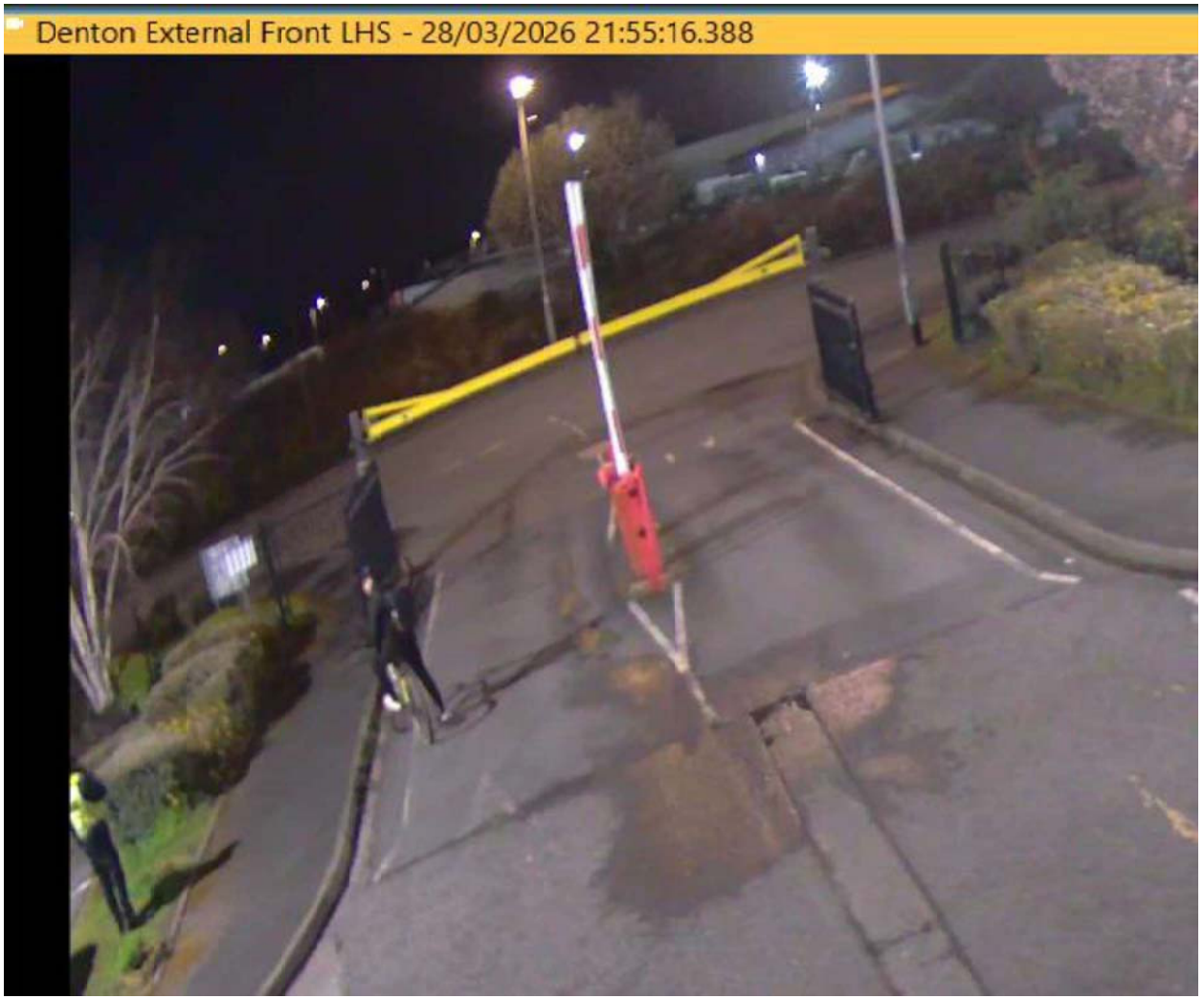
Have you notified management?: **Yes**

Your name and position: **P [redacted] from information supplied by L [redacted],** [redacted]

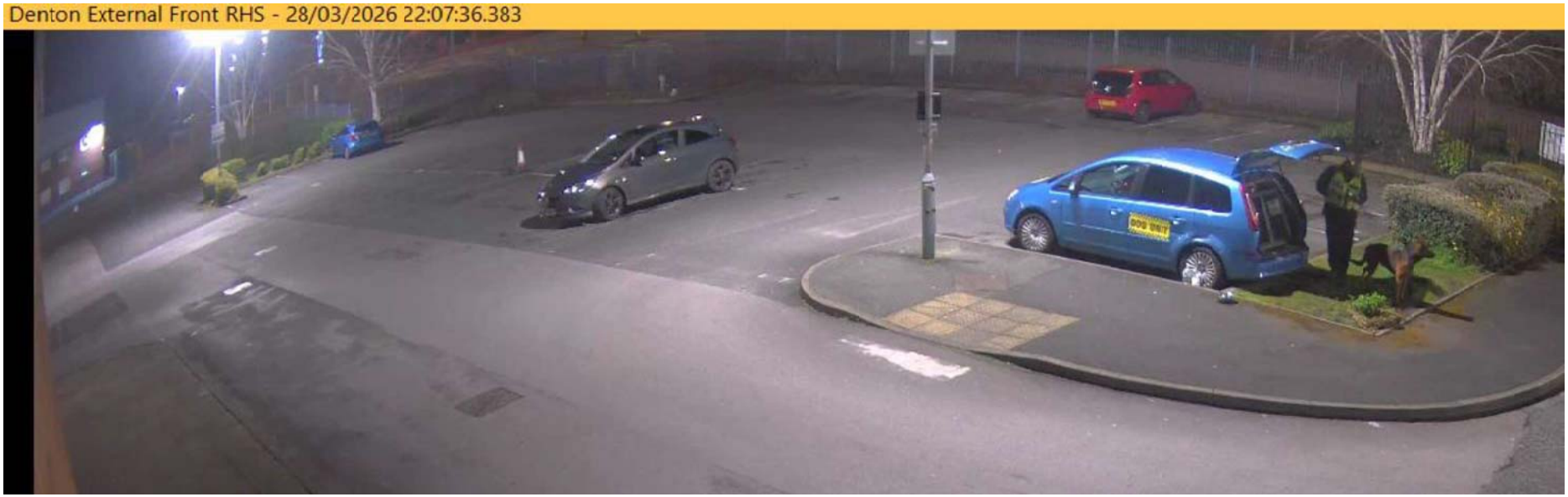
Signature:

[redacted]

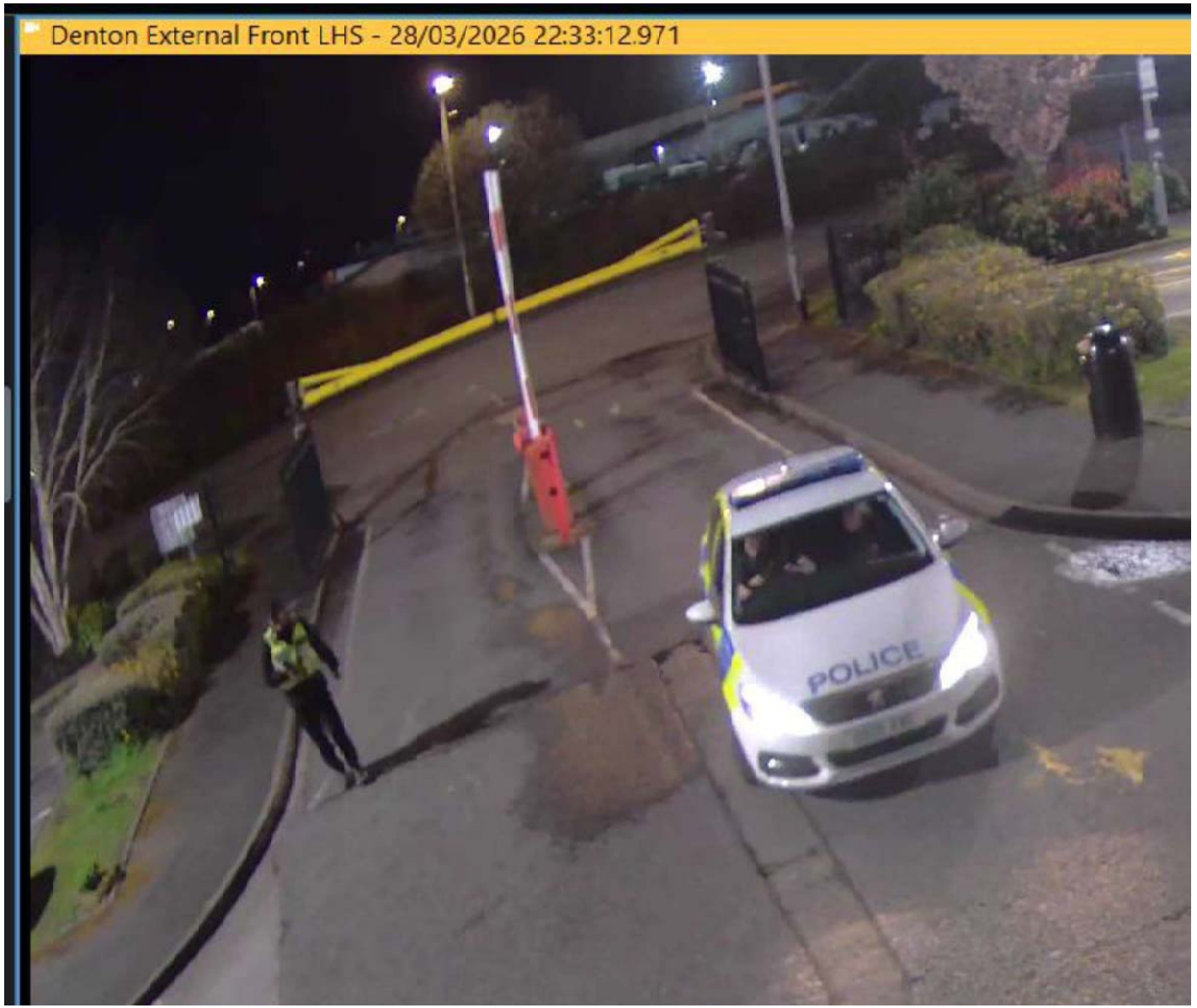
Denton External Front RHS - 28/03/2026 21:55:16.074



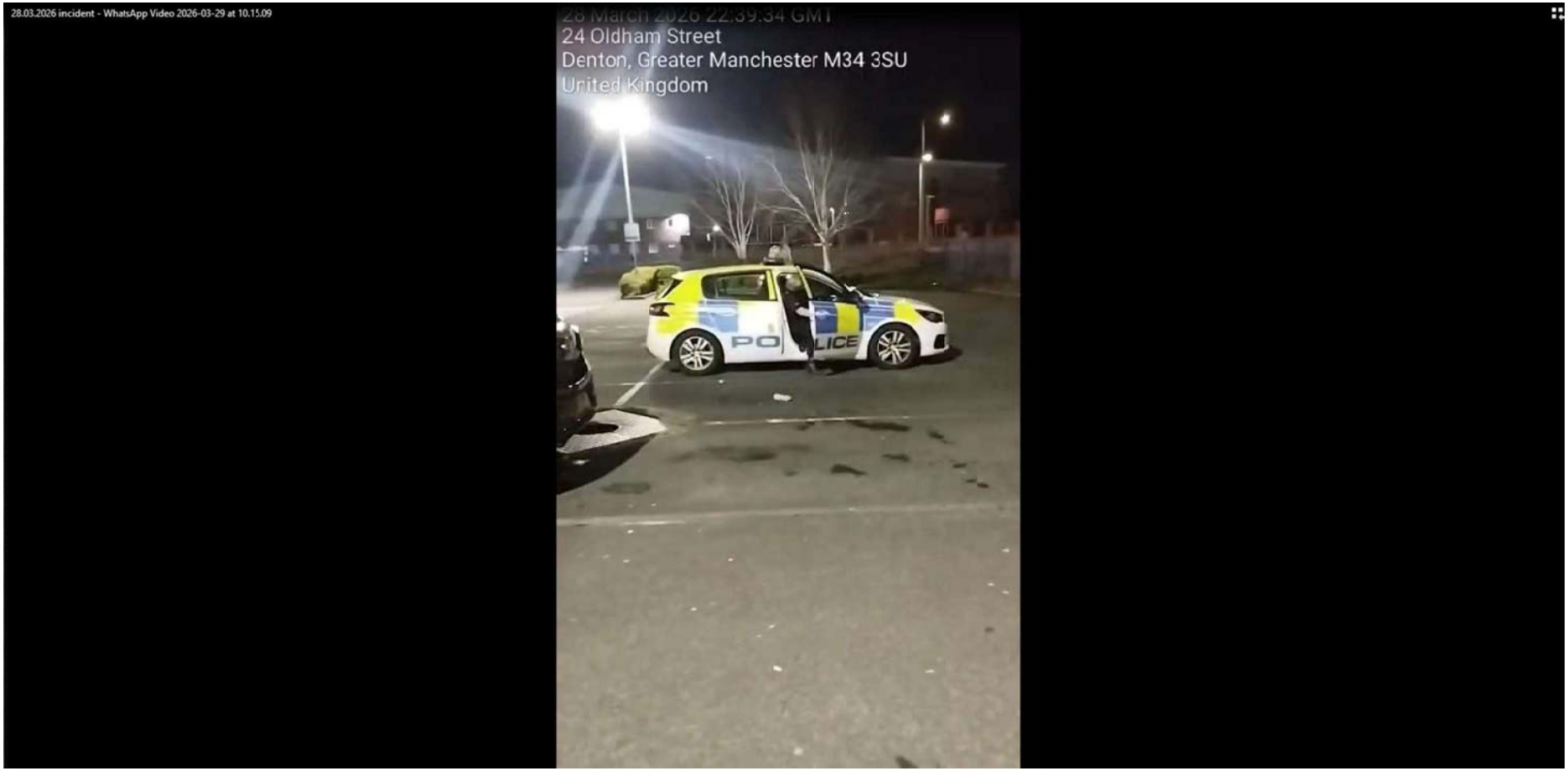
PGH1-710



PGH1-711



PGH1-712


28.03.2026 incident - WhatsApp Video 2026-03-29 at 10.15.09
28 March 2026 22:39:34 GMT
24 Oldham Street
Denton, Greater Manchester M34 3SU
United Kingdom

PGH1-713

28.03.2026 incident - WhatsApp Video 2026-03-29 at 10.15.06

28.03.2026 incident - WhatsApp Video 2026-03-29 at 10.15.07

2803.2026 incident - WhatsApp Video 2026-03-29 at 10.15.07

28.03.2026 incident - WhatsApp Video 2026-03-29 at 10.15.08
28 March 2026
Oldham Street
Denton, Greater Manchester M34 3SJ
United Kingdom
POLICE

Comment

Reason for Score

Travellers taking over the car park, outside bins over flowing and it looks like an attempt has been made to force open the front door. I usually feel safe (as a woman alone) to work out but not at the moment

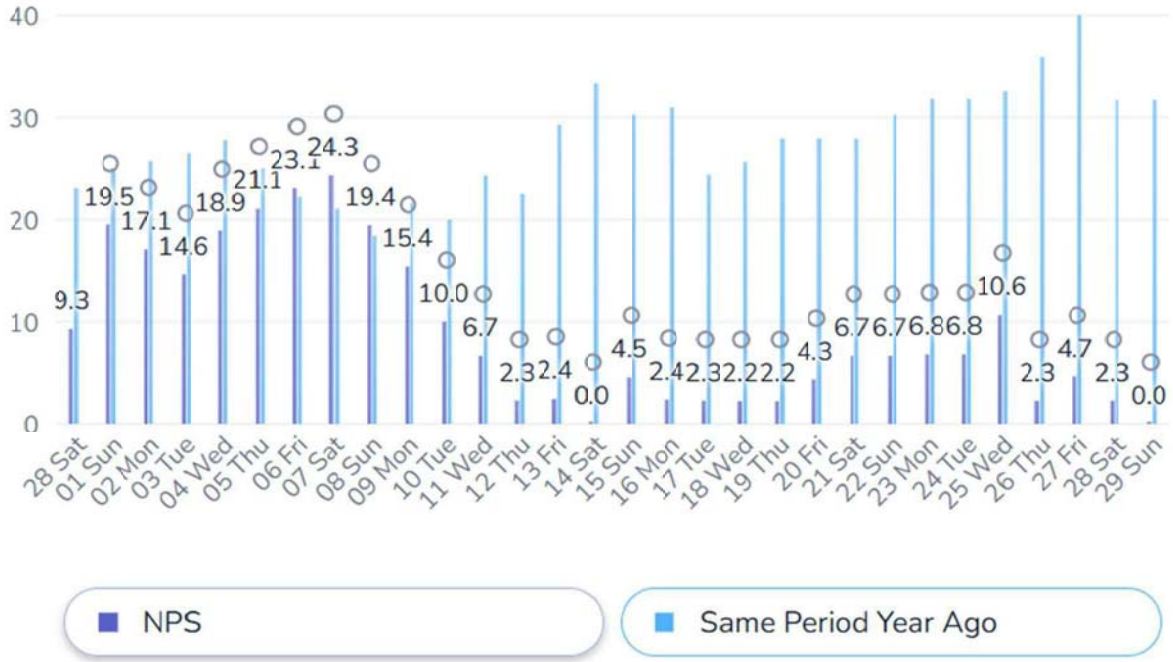
Comment

Reason for Score

There are travellers on the car park which means I don't like to visit outside of staffed hours. This has stopped me exercising this week

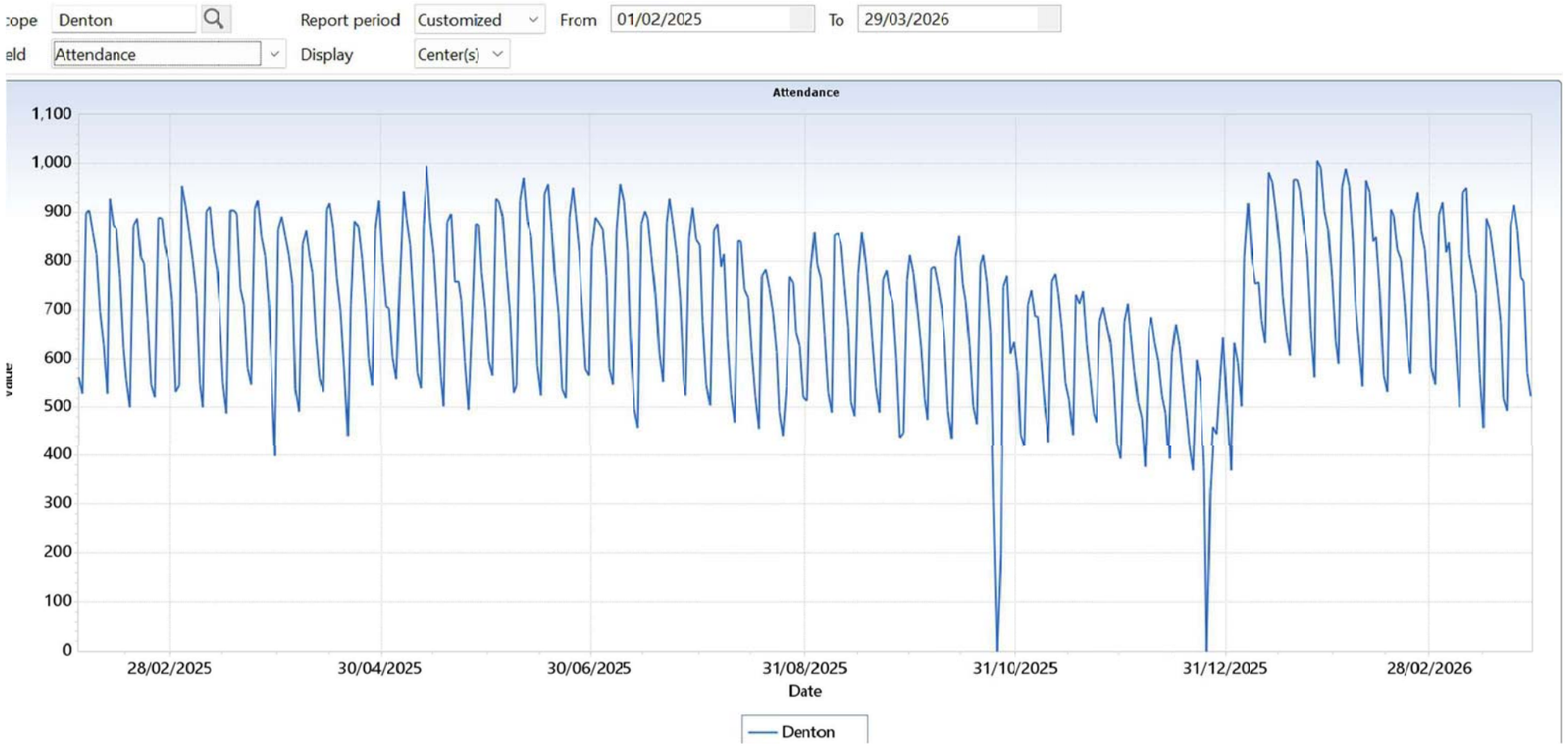
Previous 30 Days Rolling NPS (vs Last Year)

Time Period: Previous 30 Days (Rolling 30 Days) |
Reporting Date: Responsedate




Scope
Denton
Report period
Customized
From
01/02/2025
To
29/03/2026
Field
2. Total Members
Display
Center(s)
2. Total Members
Members
3,900
3,600
3,300
3,000
2,700
2,400
2,100
1,800
1,500
1,200
900
600
300
0
Value
Denton [17/03/2026]: 3,702
28/02/2025
30/04/2025
30/06/2025
31/08/2025
31/10/2025
31/12/2025
28/02/2026
Date

PGH1-720


cope
Denton
Report period
Customized
From
01/02/2025
To
29/03/2026
eld
Attendance
Display
Center(s)
Attendance
1,100
1,000
900
800
700
600
500
400
300
200
100
0
28/02/2025
30/04/2025
30/06/2025
31/08/2025
31/10/2025
31/12/2025
28/02/2026
Date
Denton

PGH1-721

Stockport North Gym

Unit 2 Kings View, Didsbury Road, SK4 2BD Directions from me

Join

PGH1-722







Membership options

Off-Peak

Plan includes

- Limited access hours

Core

Plan includes

- Access the gym anytime

Plus

Best value

Everything in Core, plus...

- Multi-gym Access

PGH1-723

Book classes 8 days in advance*

£18.99
per month
+ £15 join fee

Join now

Book classes 8 days in advance*

£25.99
per month
+ £15 join fee

Join now

Book classes 14 days in advance*
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

~~£32.99~~ **£25.99**
per month
for your first month + £15 join fee

Join now

All plans have...

✓ **No contract - Cancel any time** ✓ ***Free classes in plans at most gyms**

Compare Plans

About PureGym Stockport North

PureGym Stockport North is a vibrant and energetic space with a free weights area, fixed resistance machines, cardio equipment and a functional workout zone. Plus the gym is open 24 hours a day so you can workout whenever you want.

Fitness classes are included in your membership, and there's one for every ability and workout goal.

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking

PGH1-724

Park for free while you train

Read more +

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-725

360 virtual tour of Stockport North Gym

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included at most gyms – and there's something for every fitness mood and every kind of mover.

Menu

Join >

Gym Details | Classes | Personal Trainers

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Kate Hollingworth
Gym Manager



Simon Mukulumani
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

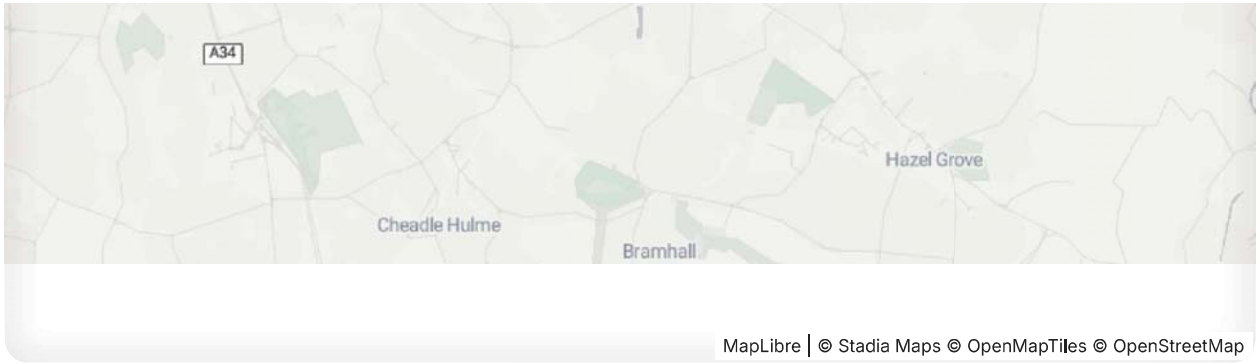
Take M60 to Didsbury Rd/A5145. At junction 1 use the left lane to take the A5145 exit to Stockport (West & Centre). At the roundabout take the 1st exit onto Didsbury Road/A5145. Turn left at Green Lane and then turn left.

2 hours free parking is available for members. Use this address: Kings View, Didsbury Road, **SK4 2LQ**.



PGH1-727

View directions to gym



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Company

Serious Stuff

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GET IT ON Google Play

Download the PureGym app

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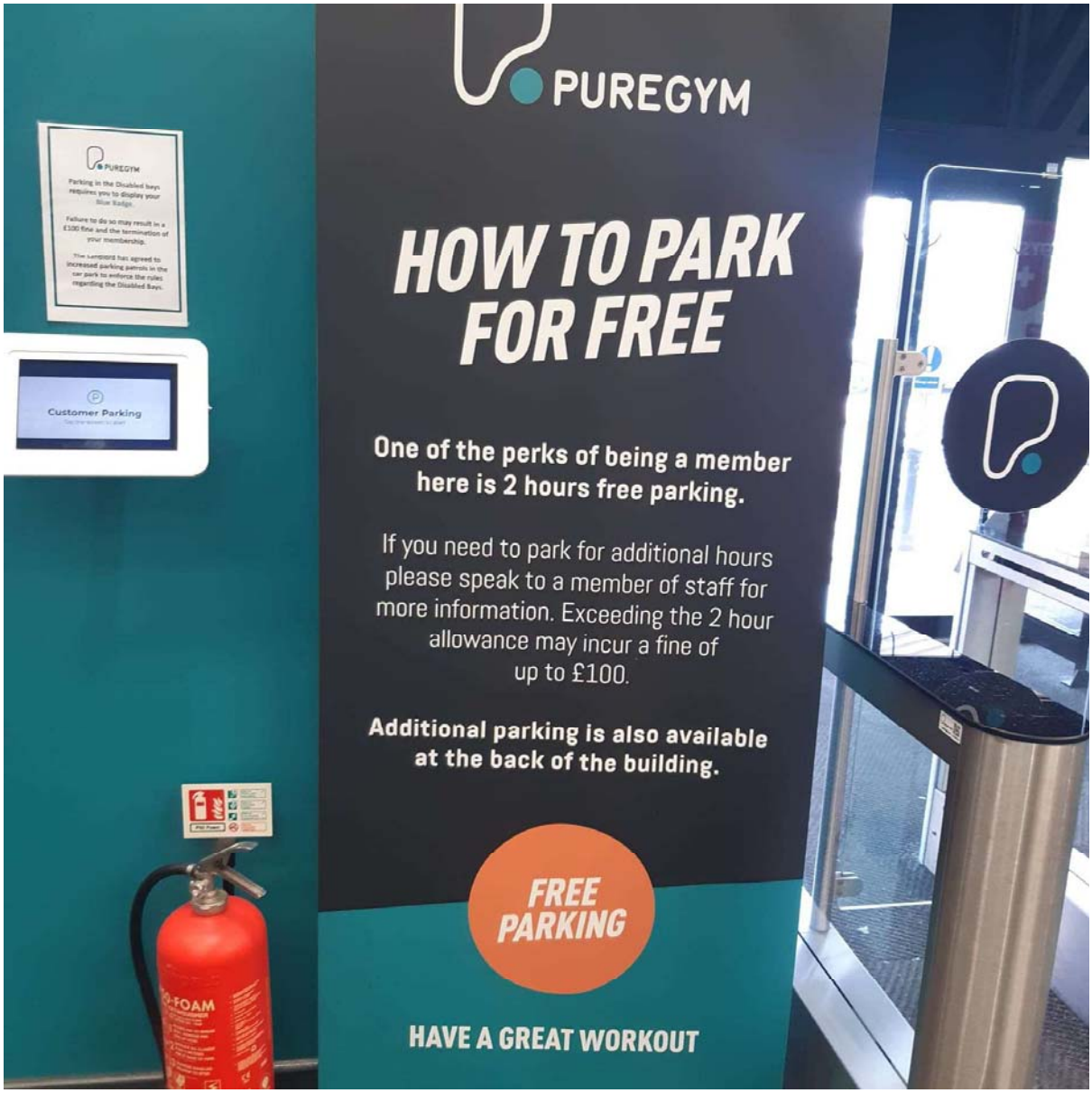
© 2026 Pure Gym Limited.

Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-728


HX CAR PARK MANAGEMENT LTD
PRIVATE LAND
DIDSBURY ROAD
Maximum stay 2 hours
No return within 1 hours
Terms & Conditions
2 HOURS MAXIMUM STAY. NO RETURN WITHIN 1 HOURS AT ANYTIME. PARKING FOR CUSTOMERS ONLY, NO PARKING AND LEAVING SITE.
TO USE A PARENT AND CHILD BAY YOU MUST BE ACCOMPANIED BY 1 OR MORE CHILDREN UP TO THE AGE OF 10. LEAVING A CHILD IN THE CAR EXEMPTS YOU FROM USING THE PARENT AND CHILD BAYS.
TO PARK IN A MARKED DISABLED BAY YOU MUST DISPLAY A VALID BLUE BADGE CLEARLY IN THE FRONT WINDSCREEN OF YOUR VEHICLE. YOU MUST NOT CAUSE ANY OBSTRUCTIONS TO OTHER USERS.
YOU MUST PARK YOUR VEHICLE IN A DESIGNATED PARKING BAY AND WHOLLY WITHIN THE CONFINES OF THE BAY MARKINGS.
ENFORCEMENT IN OPERATION 24/7 - BLUE BADGE HOLDERS NOT EXEMPT
Breach of ANY of the terms and conditions will result in the driver being liable for
A Parking Charge of £100*
BY ENTERING OR REMAINING ON THIS LAND YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS
HX CAR PARK MANAGEMENT LTD
ANPR AND OR WARDENS OPERATE ON THIS SITE 24/7

PGH1-729


PUREGYM
HOW TO PARK FOR FREE
One of the perks of being a member here is 2 hours free parking.
If you need to park for additional hours please speak to a member of staff for more information. Exceeding the 2 hour allowance may incur a fine of up to £100.
Additional parking is also available at the back of the building.
FREE PARKING
HAVE A GREAT WORKOUT
Customer Parking

PGH1-730


UPDATED PARKING REGULATIONS!
PLEASE ENSURE YOU ENTER YOUR CAR REGISTRATION AT THE START OF YOUR VISIT ON EVERY VISIT.
FAILURE TO DO SO COULD LEAD TO A FINE BEING ISSUED.
THE CAR PARK TABLET IS LOCATED THROUGH THE GATES ON THE WALL TO THE RIGHT.
ANY ISSUES PLEASE CONTACT INFO.STOCKPORTNORTH@PUREGYM.COM AS SOON AS POSSIBLE.
P

Stockport North- 7/3/26. Arrived 18:55. Number plates seem to be covered.

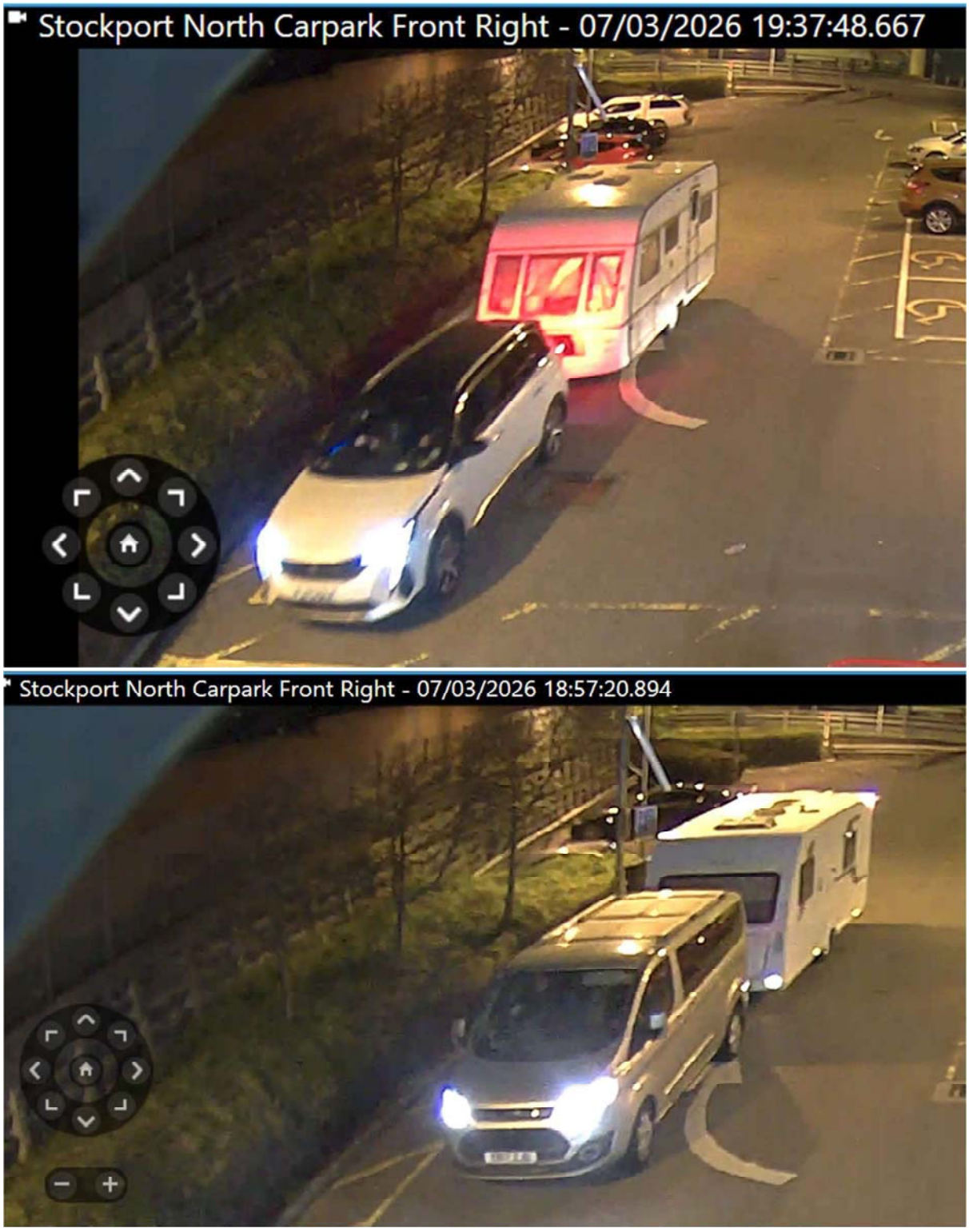



Stockport North Carpark Front Right - 07/03/2026 18:56:16.904
Stockport North Carpark Front Right - 07/03/2026 18:56:21.903

PGH1-733


Stockport North Carpark Front Right - 07/03/2026 18:57:15.374


Stockport North Carpark Front Right - 07/03/2026 18:56:25.822



Left Stockport North 9.3.26- 19:14

On 9 Mar 2026, at 07:37, Paul Ashton <[redacted]> wrote:

Thanks O[redacted]- will await your update on the eviction this AM

Appreciated

Kind regards

Paul Ashton

Regional Manager- R4

[redacted]

On 8 Mar 2026, at 13:47, O[redacted] <[redacted]> wrote: **[From VPEX]**

Afternoon,

The group have been served, 9 caravans including 1 motorhome, 4 of the males were very confrontational we, suspect they are in the area with 'intent' and as such don't want to leave.

We will liaise with the police on this one and send a robust team at 7am to evict as swiftly and safely as possible.

Thank you

O[redacted]

M:[redacted]

E: [redacted]

On 8 Mar 2026, at 11:21, O[redacted] <[redacted]> wrote: **[From VPEX]**

Thank you

Following the serving of the notice we will risk assess and deploy the appropriate course of action for the eviction.

We will keep you updated with anything notable/out of the ordinary.

O[redacted]

[redacted]

[redacted]

On 8 Mar 2026, at 10:17, Matt Buckley <[redacted]> wrote:

I've just driven past and there looked like more than 8 vehicles….

Sent from my iPhone

On 8 Mar 2026, at 09:51, O[redacted] <[redacted]> wrote: **[From VPEX]**

Our team will be serving on or before 11am, so we have any more info on number of caravans, vehicles etc ? Any hostility or issues as such ?

Thank you

O[redacted]

M:[redacted]

E: [redacted]

On 8 Mar 2026, at 09:20, O[redacted] <[redacted]> wrote: **[From VPEX]**

Morning,

I have instructed my team to serve notice asap, I will update accordingly once done.

Thank you

O[redacted]

M:[redacted]

E:[redacted]

On 7 Mar 2026, at 21:27, Kate Hollingworth <[redacted]> wrote:

Good evening,

The travellers have now turned up at Stockport North. I dont have any pictures yet. @cctv team please can we be put on high alert? The gym has speed gates so is much easier to access.

Please can they be served their notice to leave?

Thank you

Kate Hollingworth

Sent from Outlook for Android

ZORA DEFENCE

TUESDAY 8.3.26

TO OCCUPANTS AT:

Land in and around Pure GYM

STOCKPORT NORTH,KINGS VIEW,SK42BD

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

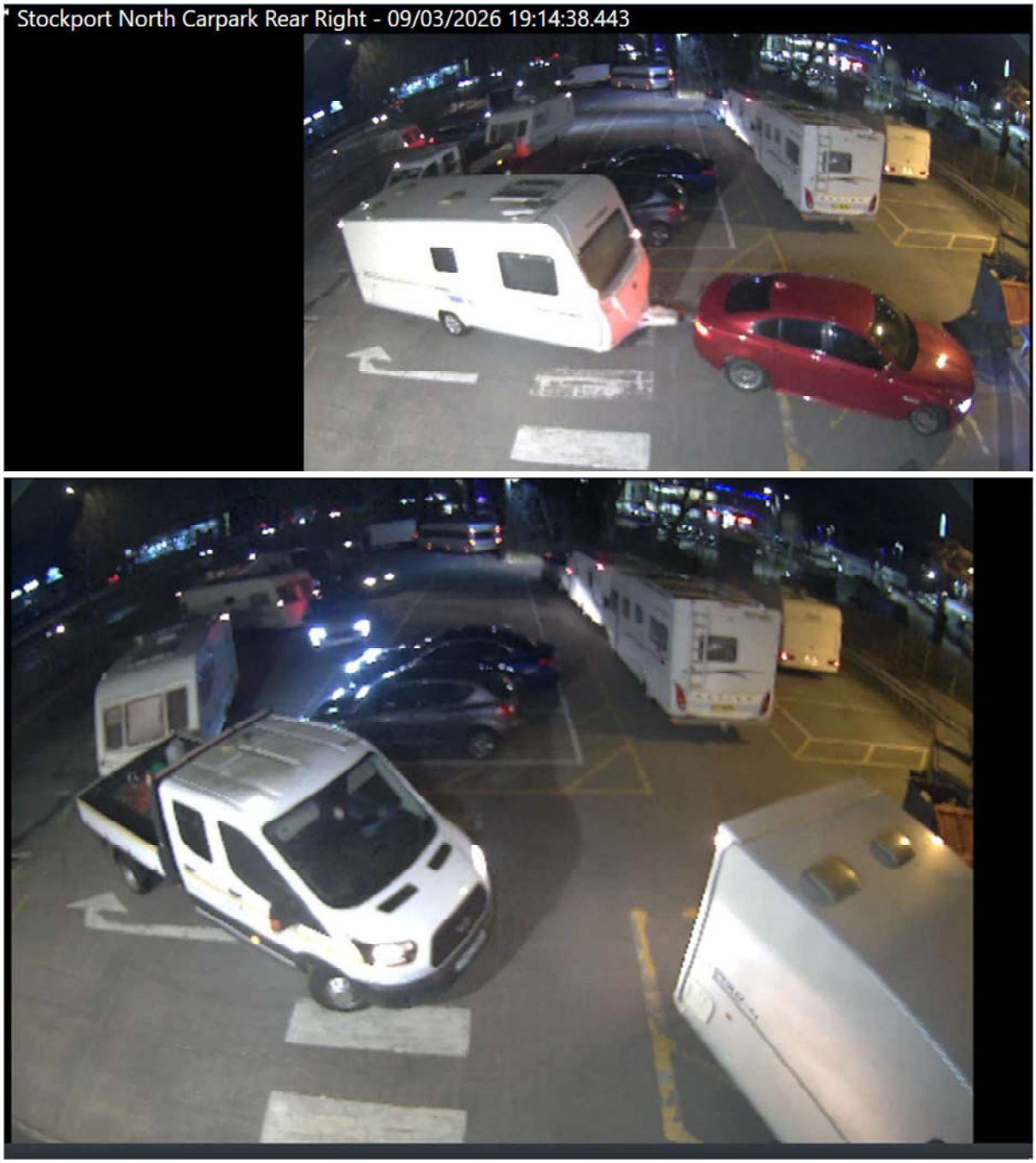
PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd


Stockport North Carpark Rear Right - 09/03/2026 19:14:38.443


ar Right - 09/03/2026 19:16:47.821


09/03/2026 19:19:38.792


09/03/2026 19:19:55.109


- 09/03/2026 19:20:03.508


09/03/2026 19:20:20.105


09/03/2026 19:20:12.226


09/03/2026 19:20:20.105

TAX INVOICE

Pure Gym

Invoice Date
10 Mar 2026

Invoice Number
0262

Reference
Stockport North - Serve & Eviction

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Stockport North SK4 2BD	1.00	1,350.00	20%	1,350.00
Attendance to serve eviction notice				
16no Agents on site from 07:00 - 20:00	208.00	125.00	20%	26,000.00
2no Agents on site from 07:00 - 22:00	30.00	125.00	20%	3,750.00
			Subtotal	31,100.00
			TOTAL VAT 20%	6,220.00
			TOTAL GBP	**37,320.00**

Due Date: 9 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0262
Amount Due	**37,320.00**
Due Date	9 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
20 Apr 2026

Invoice Number
0307 Pure Gym Stockport - K9 Units

Reference
PG Stockport - K9 Units March

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Stockport North SK4 2BD K9 Units deployed @16:00 17th March 17th - 22nd March - 135 Hours 23rd - 27th March @ 18:00 - 107 Total 242 Hours	242.00	23.50	20%	5,687.00

Subtotal	5,687.00
TOTAL VAT 20%	1,137.40
TOTAL GBP	**6,824.40**

Due Date: 20 May 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0307 Pure Gym Stockport - K9 Units
Amount Due	**6,824.40**
Due Date	20 May 2026
Amount Enclosed	

Enter the amount you are paying above

Your upgrade is almost complete - open week 12th-18th June

Menu

Join

Gym Details | Classes | Personal Trainers

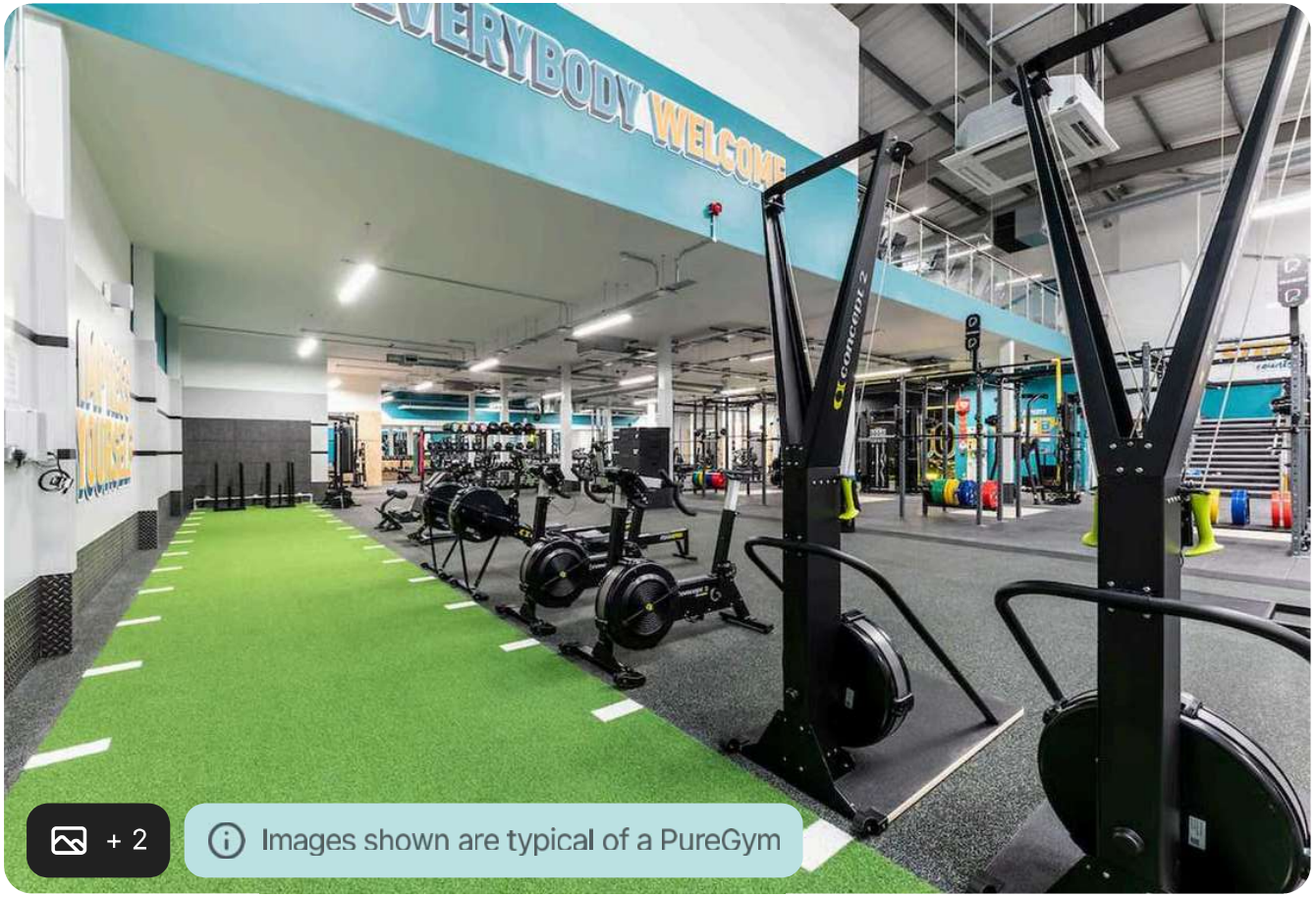
Stockport South Gym

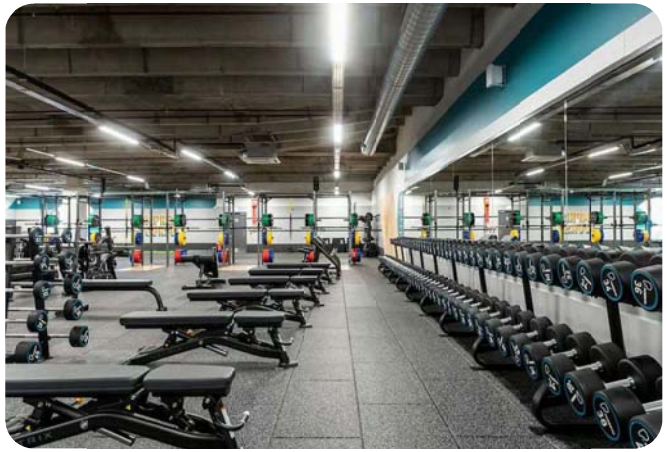
Victoria Works, Hempshaw Lane, SK1 4LG

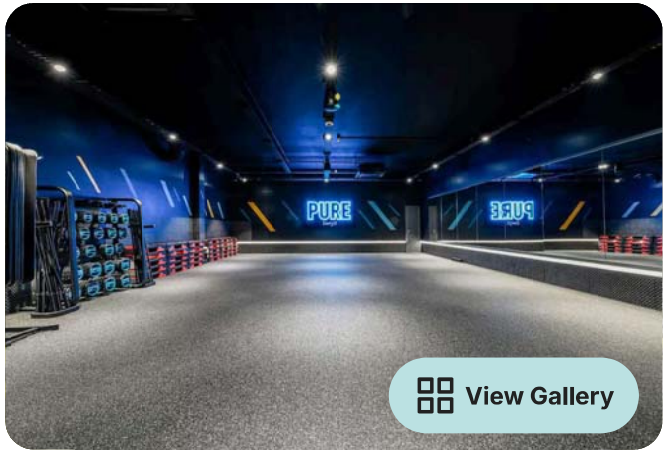
Directions from me

Join

PGH1-749







Membership options

Off-Peak

Plan includes

Limited access hours

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus...

Multi-gym Access

PGH1-750

Book classes 8 days in advance*

£18.99
per month
+ £15 join fee

Join now

Book classes 8 days in advance*

£25.99
per month
+ £15 join fee

Join now

Book classes 14 days in advance*
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

~~£32.99~~ **£25.99**
per month
for your first month + £15 join fee

Join now

All plans have...

✓ No contract - Cancel any time ✓ Classes included at most gyms*

Compare Plans



PGH1-751



About PureGym Stockport South

To allow us to add the finishing touches to your upgraded club, we will be closed from 10pm Thursday 11th - 1pm Friday 12th June.

Come join us from 1pm Friday 12th - Thursday 18th June for our relaunch open week event.

Try our upgraded gym for free. Bring a buddy, try a workout, take a tour or even try a class!*

We will be giving away some HUGE prizes, hiding 10 boxes around the gym for you to come and find.

Read more +

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

Member Benefits
Special discounts for being a PureGym member!

220+ Pieces of Kit
The best gym machines for weight loss and toning

PTs Available

PGH1-752

One-to-one training with Personal Trainers

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included at most gyms – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.

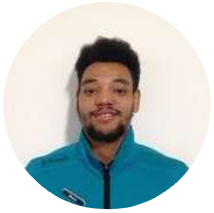
The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress

PGH1-754



Laura Melia
Gym Manager



Mickel Gunning
Assistant Gym Manager

that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

Pop **SK1 4LG** into your SatNav and park in the free on-site car park. After 5pm on weekdays, you can also park across the road outside Magnet Direct.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym

Contact Us

PGH1-755

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GET IT ON Google Play

Download the PureGym app

Follow us

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PGH1-756


Private Property - Parking Conditions Apply
This car park is controlled by ANPR cameras and/or Warden patrols. If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an
£100 Parking Charge
(reduced to £60 if paid within 14 days)
Maximum stay period for registered Pure Gym members vehicles only. Members must register their vehicle using the touchscreen console inside the gym to validate their parking.
Parents with toddlers ONLY within marked bays.
Vehicles parked in disabled bays MUST display a valid blue badge in the front windscreen at ALL times.
Strictly NO parking on white or yellow lines or in an area with hatched markings.
Vehicles to be parked within marked bays only.
Do NOT park in such a way so as to cause an obstruction.
The automatic number plate recognition (ANPR) cameras in this car park are used for the prevention and / or detection of crime, and insurance purposes, and the Data collected may be shared with third parties for these reasons.
PARKING
HIGHVIEW PARKING
Tel: 0845 602 4946
Registered in England

PGH1-757


AVOID AN
£85 FINE
PARKING RESTRICTIONS
IN OPERATION
For 2.5 hours free parking you must enter your vehicle registration into the parking tablet every time you visit.
If you do not register your details, or exceed the 2.5 hour limit, this will result in a fixed penalty charge.
Ask a team member for more details.
PUREGYM
ZONE
CYCLE STUDIO
PUREGYM

PGH1-758


Fire Action

Reece Townsend

From: [redacted] [From VPEX]
Sent: 30 May 2026 14:27
To: Phil Hume
Cc: Alison Snowdon; Matt Buckley; Paul Ashton; Laura Melia; '[redacted]'
Subject: Re: Pure Gym Stockport South Hempshaw Lane SK1 4LG
Attachments: 044fc015-09e9-4973-8d69-666a46cbeb92.JPG; 537278df-7747-4dde-87b4-74046001e050.JPG; 5932625a-1bb2-47d6-b1b0-1d6e5b63ac99.JPG

Good Afternoon,

After some lingering site was cleared just after 2pm, site was left relatively clear but for some human waste left underneath where the smaller caravan had been sited.

The site team have been briefed, and some Images attached for reference.

I'll send over a report with the details asap

Thankyou

O[redacted]

O[redacted]

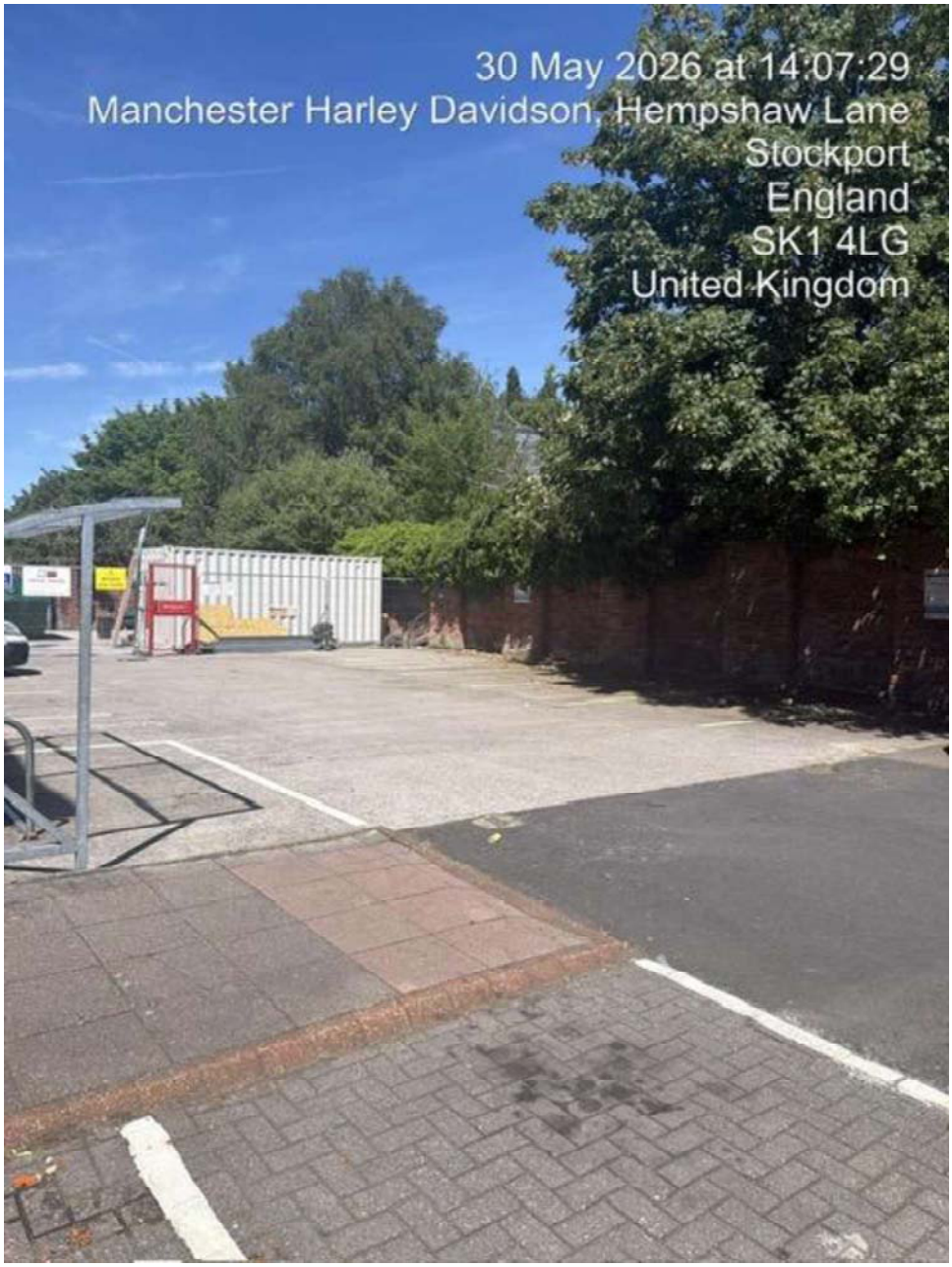
VPEX.UK
VACANT PROPERTY EXPERTS

M. [redacted]
T. [redacted]
E. [redacted]

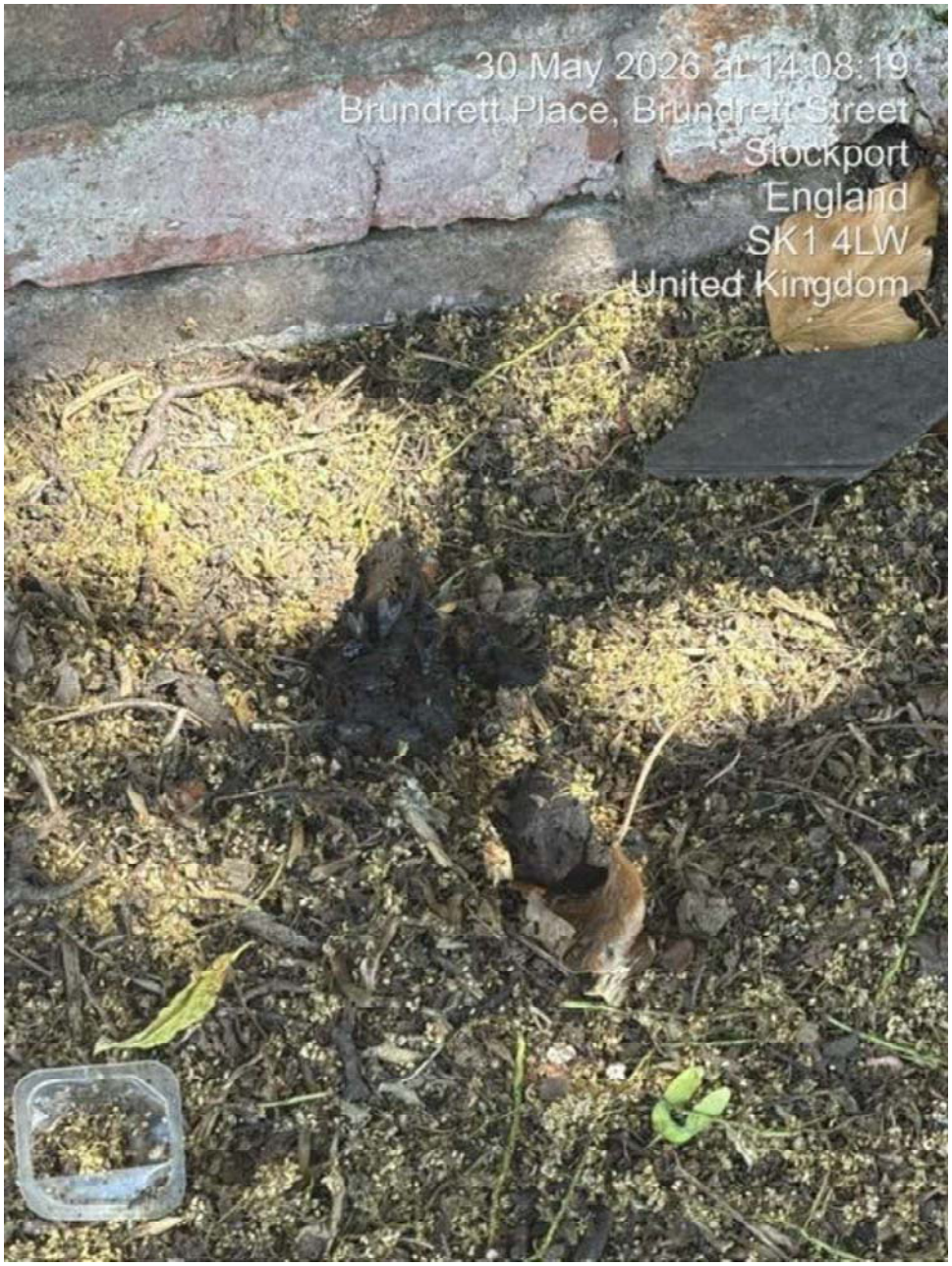
Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]
Registered in England No.161 487 23

This email and any attachments are confidential and intended solely for the named recipient; if you have received it in error, please notify the sender immediately and delete it from your system


30 May 2026 at 14:07:29
Manchester Harley Davidson, Hempshaw Lane
Stockport
England
SK1 4LG
United Kingdom


30 May 2026 at 14:07:19
Manchester Harley Davidson, Hempshaw Lane
Stockport
England
SK1 4LG
United Kingdom


30 May 2026 at 14:08:19
Brundrett Place, Brundrett Street
Stockport
England
SK1 4LW
United Kingdom

From: O [redacted] <[redacted]> [From VPEX]
Sent: Saturday, May 30, 2026 12:17:56 PM
To: Phil Hume <[redacted]>
Cc: Alison Snowdon <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Laura Melia <[redacted]>
Subject: Re: Pure Gym Stockport South Hempshaw Lane SK1 4LG

Hi Phil,

We arrived on site as planned this morning and have liaised during the course of the morning with multiple individuals. A departure time of around 1pm has been peacefully negotiated so hopefully within the next hour you will have a clear site.

Thank you

M: [redacted]

E: [redacted]

On 30 May 2026, at 12:02, Phil Hume <[redacted]> wrote:

Hi O[redacted]

Please can you provide an update on the travellers.

Many thanks

Phil Hume

Senior Estate Manager

Regions 3, 4, 5, 14

Direct dial: [redacted]

At PureGym we value and respect flexible work arrangements.

Please do not feel obligated to respond outside of your normal working hours.

<Image.gif>

<Image.gif>

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<Image.png>

<Image.png>

<Image.png>

<Image.png>

<Image.png>

<Image.png>

<Image.png>

From: Alison Snowdon <[redacted]>
Sent: Friday, May 29, 2026 6:09:44 PM
To: [redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>; Laura Melia <[redacted]>
Subject: RE: Pure Gym Stockport South Hempshaw Lane SK1 4LG

Thanks O[redacted]

Looping the GM Laura in and asking that the local team update if the situation on site changes

Regards

Alison

From: [redacted] [From VPEX]
Sent: 29 May 2026 17:52
To: Alison Snowdon <[redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>
Subject: Re: Pure Gym Stockport South Hempshaw Lane SK1 4LG

No problem,

Further Update,

2 Caravans have been served at around 2pm, on arrival no males present, female travellers said men working locally and wanted to remain a few days. The officers explained there are no facilities on site and that they must remove vehicles asap. No legal plates visible on the vans, only one hand made plate which is in the attached images

We will return at 7am to commence eviction proceedings, please could you notify us at any time if any other vehicles arrive on site before the eviction commences so we can adjust accordingly.

Thankyou

O[redacted]

O[redacted]
[redacted]

<image001.png>

M. [redacted]

T. [redacted]

E. [redacted]

P Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]

Registered in England No.161 487 23

This email and any attachments are confidential and intended solely for the named recipient; if you have received it in error, please notify the sender immediately and delete it from your system


Network: 29 May 2026 14:08:24 BST
Local: 29 May 2026 14:08:24 BST
53°24'9.617"N 2°8'55.277"W
Hempshaw Lane
Greater Manchester
England

PGH1-768


Network: 29 May 2026 14:07:22 BST
Local: 29 May 2026 14:07:22 BST
53°24'10.088"N 2°8'55.695"W
Hempshaw Lane
Greater Manchester
England

PGH1-769


Network: 29 May 2026 14:07:25 BST
Local: 29 May 2026 14:07:25 BST
53°24'10.088"N 2°8'55.689"W
Hempshaw Lane
Greater Manchester
England

PGH1-770


Y1G 1438

From: O [redacted] <[redacted]> **[From VPEX]**
Sent: 29 May 2026 12:02
To: Alison Snowdon <[redacted]>
Cc: Phil Hume <[redacted]>; Matt Buckley <[redacted]>; Paul Ashton <[redacted]>
Subject: Re: Pure Gym Stockport South Hempshaw Lane SK1 4LG

Hi Alison,

Thank you, the team have been mobilised, the travellers will be served on or before 2pm today.

Regards

O[redacted]

O[redacted]

M: [redacted]

E: [redacted]

On 29 May 2026, at 10:26, Alison Snowdon <[redacted]> wrote:

Hi O[redacted]

Confirming our conversation just now please can you serve notice to evict the travellers who have arrived at the above site overnight.

As discussed, this site is being refurbished with contractors needing access to work and receive deliveries therefore this is encampment is even more disruptive that usual and we need urgent action to remove them from site

Please keep me updated

Regards

Alison

Alison Snowdon

Head of Estates

At PureGym we value and respect flexible work arrangements.

Please do not feel obligated to respond outside of your normal working hours.

<image001.gif>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image002.png>



Reece Townsend

From: [redacted] [From VPEX]
Sent: 30 May 2026 16:41
To: Alison Snowdon; Phil Hume
Subject: SK1 Eviction Report

Good Afternoon,

Please see report following today's eviction, [redacted]

Pure Gym Stockport SK1

Notice Served: *14:07 hrs, Friday 29/05/2026*

Vehicles on Site:

- *2 caravans*
- *2 vans*

Enforcement Attendance: *30/05/2026 – 0700 hrs*

Timeline of Events
Enforcement Action – 30/05/2026

1. ***0700 hrs:*** *Enforcement team arrived on site, both caravans were hooked up and appeared ready to depart - no response from occupants*
2. ***0800 hrs:*** *No response from occupants despite repeated attempts by enforcement agents to make contact.*
3. ***1030 hrs:*** *Bailiff made contact with the travellers, a departure was agreed for early afternoon c.1pm Occupants advised that the male members of the group were working locally and required accommodation within the area.*
4. ***Communication:*** *Duty Manager, C[redacted], was updated throughout the enforcement process regarding progress on site.*

Caravan Removal

- ***14:00 hrs:*** *First caravan departed the site.*
- ***14:07 hrs:*** *Second caravan departed the site - pictures taken immediately on VP*

Additional Information

Vehicles observed on site:

- *White Skoda 4x4 –* ***BK26 VWU***
- *White Vauxhall Van –* ***VU12 VSX***
- *Red Vauxhall Van –* ***YIG 1438***

Occupants advised enforcement agents that they intended to remain within the local area for approximately one week due to ongoing work commitments and required access to car parks where facilities were available.

One occupant stated: "You can move us from here but we will just go up the road to the next one."

The Duty Manager was advised that, based on comments made by the occupants, they may seek to relocate to another Pure Gym location in the area.

Thanks again for trusting us with the instruction, if you need anything further please let us know

Regards

O[redacted]

O[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS
M. [redacted]
T. [redacted]
E. [redacted]

Help the environment – please don't print this email unless you really need to!

Registered Office:[redacted]
Registered in England No.161 487 23

This email and any attachments are confidential and intended solely for the named recipient; if you have received it in error, please notify the sender immediately and delete it from your system

TAX INVOICE

Pure Gym

Invoice Date
3 Jun 2026

Invoice Number
0351-S&E Stockport South - May 26

Reference
Serve & Eviction - Stockport South

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure gym - Stockport South SK1 4LG Attendance to serve notice to 2 caravans present on site on 29.05.26	1.00	1,350.00	20%	1,350.00
Attendance for eviction on 30.05.26 4 no Agents 07:00 - 15:00	32.00	125.00	20%	4,000.00
			Subtotal	5,350.00
			TOTAL VAT 20%	1,070.00
			TOTAL GBP	**6,420.00**

Due Date: 3 Jul 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0351-S&E Stockport South - May 26
Amount Due	**6,420.00**
Due Date	3 Jul 2026
Amount Enclosed	

Enter the amount you are paying above

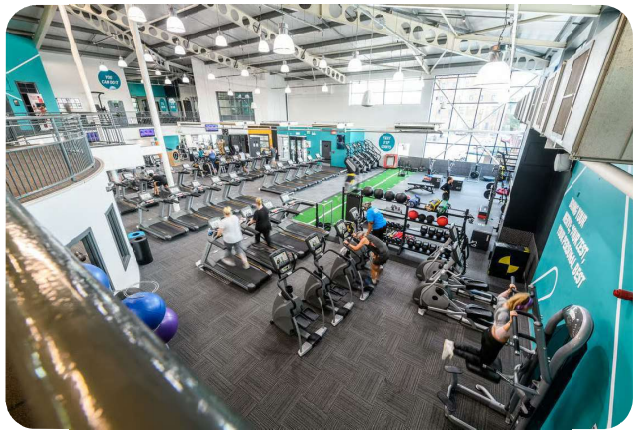
Manchester Moston Gym

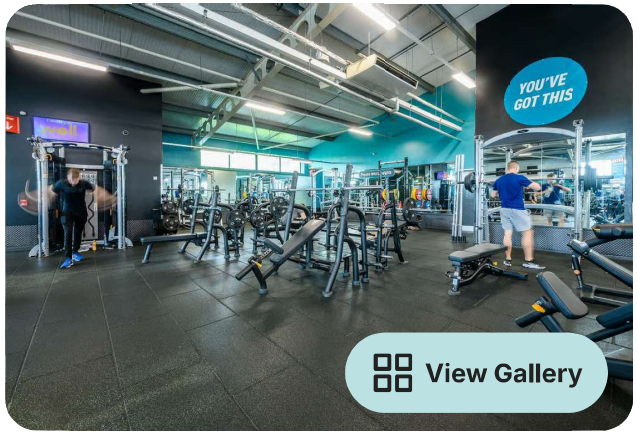
Victoria Avenue East, Moston, M9 7GH Directions from me

Join

PGH1-778







Membership options

Core

Plan includes

Plus

Best value

Everything in Core, plus...

PGH1-779

Access the gym anytime

Book classes 8 days in advance

£24.99

per month + £15 joining fee

Multi-gym Access

Book classes 14 days in advance

Bring a guest up to 4 times a month

Freeze your membership any time

Unlimited flavoured water with vitamins*

Up to 60% off top brands

£24.99 ~~£31.99~~

per month for your first month + £15 joining fee

Gym Details | Classes | Personal Trainers

✓ No contract - Cancel any time ✓ Classes in all plans

Compare Plans

Gym Hours

24 hours/day, 7 days a week

PGH1-780

Features

No Contract
Cancel anytime

Free Wifi
Stay online in the gym

Free Parking
Park for free while you train

Rehydrate with Sports Water
Sugar-free soft drink with essential vitamins

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

Member Benefits
Special discounts for being a PureGym member!

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

PGH1-7811

About PureGym Manchester Moston

If you're looking for a budget gym in Moston that's equipped with a fantastic range of high quality kit, open 24/7 and offers over 50 free fitness classes a week, we tick all the boxes! Everyone and everybody is welcome at our club so if you're goal is to drop a few pounds, improve your general fitness or increase muscle mass, we can help you hit your fitness targets. Our gym has a functional area equipped with a rig, prowler track, slam balls, TRX and battle ropes, free weights area, fitness studios, and **free parking***.

View all our gyms in Greater Manchester: Gyms in Manchester.

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-782

360 virtual tour of Manchester Moston Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

View Classes

PGH1-783

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.

Liam Stewart
Gym Manager



Mike Poole
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

PGH1-784

Put M9 7GH into your SatNav and park in our **on-site free parking**.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fine

View directions to gym

Contact Us

Email Us

Facebook Messenger

Get to know us

Help & Support

Company

Get the app

Download on the App Store

GET IT ON Google Play

Download the PureGym app

Follow us

PGH1-785

Serious Stuff

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-786

From: Paul Ashton <[redacted]>
Sent: 04 February 2022 09:47
To: Alison Snowdon <[redacted]>
Cc: Tracey Arneil <[redacted]>; Lance Walcott <[redacted]>; Marc Mclaren <[redacted]>
Subject: Travellers- Moston

Hi Alison

Hope you are well?

Just flagging this, albeit I don't think we will be able to do anything imminently due to proximity/location but we have travellers back at our Manchester Moston gym, its on the side of the restaurant however that's now vacant, we have a height barrier (hopefully you remember 😊) installed form previous issues with them coming onto our car park in which it has deterred them so they are not actually on our car park, Purpose of my mail is just to be 100% that we can not get landlord support here as our members have to drive through the travellers to get into our car park and its not a great sight!

The restaurant is now vacant so the worry is how long they will remain here, we have phoned the police 4 times and the local council twice on the matter in the past 7 days to no avail.

Is it a case of we just wait for them to move on?

Thanks and speak soon.

Kind regards

Paul Ashton
Regional Manager- R2

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours

PUREGYM EVERYBODY WELCOME

Direct dial: [redacted]
Website: www.puregym.com
Address: PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



Download our
award-winning

PGH1-788

Reece Townsend

From: Liam Stewart <[redacted]>
Sent: 31 October 2025 08:15
To: C[redacted]; Phil Hume
Cc: [redacted]; Mike Poole; Liam Corns; Paul Ashton
Subject: RE: PureGym Manchester Moston – Travelers
Attachments: PHOTO-2025-10-31-08-10-28.jpg; PHOTO-2025-10-31-08-10-27.jpg

Hi all

Thankyou for support!
see attached photos

Kind regards

Liam Stewart
GM Manchester Moston
Cluster 4B

Mobile: [redacted]

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours





From: O [redacted] <[redacted]> **[From VPEX]**
Sent: 31 October 2025 08:08
To: Phil Hume <[redacted]>
Cc: [redacted] Mike Poole <[redacted]>; Liam Stewart <[redacted] Liam Corns <[redacted]>; Paul Ashton <[redacted]>
Subject: Re: PureGym Manchester Moston - Travelers

> Some people who received this message don't often get email from [redacted] Learn why this is important

Thanks Phil,

Instruction received and actioned, team are assessing and mobilising a team to attend, we will be in touch h in due course, if you get any pictures please forward across

Regards

O [redacted]

M: [redacted]
E: [redacted]

On 31 Oct 2025, at 08:05, Phil Hume <[redacted]> wrote:

Hi O [redacted],

Just some additional information on this.

They travelers have damaged our barrier to enter site.

Also copying the GM Liam Stewart into this trail.

Thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
At PureGym we value and respect flexible work arrangements.

Please do not feel obligated to respond outside of your normal working hours.

<Outlook-3ws43pds.png>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

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<Outlook-xkbe4ybe.png>

<Outlook-2z4d004l.png>
<Outlook-pxw2xhr2.png>

<Outlook-sam3lgfu.png>

<Outlook-pvvjdqev.png>
<Outlook-bndn5ctl.png>

From: Phil Hume <[redacted]>
Sent: Friday, October 31, 2025 07:55
To: O[redacted] <[redacted]>; [redacted]; Mike Poole <[redacted]>; Liam Corns <[redacted]>; Paul Ashton <[redacted]>
Subject: PureGym Manchester Moston - Travelers

Hi O[redacted],

We have travelers at our Manchester Moston site which we would like removing from site. Please could arrangements be made for someone to visit site to serve notices etc.

- number of caravans - 3

- number of loose dogs (if any) - unknown

- photos of caravans or vehicles - @Mike Poole please could you send photos if possible

- any communication from travellers to staff at Pure gym. - none as of yet. When on site if comms needed with the gym team please speak to Mike.

- full address of location - PureGym Manchester Moston, Victoria Ave E, Manchester M9 7GH

Many thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.

<Outlook-vlaxtpdv.png>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

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<Outlook-jdyywyxs.png>

Reece Townsend

From: O [redacted] <[redacted]> [From VPEX]
Sent: 31 October 2025 18:00
To: Liam Stewart; Phil Hume
Cc: [redacted]; Mike Poole; Liam Corns; Paul Ashton
Subject: Re: PureGym Manchester Moston - Travelers

Hi All,

Site is now clear.

Thank you

O [redacted]

M: [redacted]
E: [redacted]

On 31 Oct 2025, at 17:31, O [redacted] <[redacted]> wrote: [From VPEX]

Hi All,

Further update, the travellers are hooking up vehicles etc and appear to be abiding by the negotiated site exit so far (gone by 18:00)

Once gone I will send a further update.

Thank you

O [redacted]

M: [redacted]
E: [redacted]

On 31 Oct 2025, at 15:19, O [redacted] <[redacted]> wrote: [From VPEX]

Hi All,

I've just spoken with the lead bailiff, the travellers where wanting to remain on site for a few days.

We have negotiated a reasonable time that suits both parties [redacted] he has now stated the travellers will be departing at 1800hrs this evening.

They have located another site in Birmingham and will be travelling there.

I'll update as we proceed

O [redacted]

M: [redacted]
E: [redacted]

From: O [redacted] <[redacted]> **[From VPEX]**
Sent: 31 October 2025 11:31
To: Phil Hume <[redacted]>
Cc: Liam Stewart <[redacted]>; [redacted]; Mike Poole <[redacted]>; Liam Corns [redacted]>; Paul Ashton <[redacted]>
Subject: Re: PureGym Manchester Moston - Travelers

You don't often get email from [redacted]. Learn why this is important

By way of update,

We can confirm it is part of the same travelling community and they were again asking who's moving them on. They were adamant they're not leaving today.

[redacted]

[redacted]

[redacted].

O [redacted]

M: [redacted]
E: [redacted]

TAX INVOICE

Pure Gym

Invoice Date
3 Nov 2025

Invoice Number
INV-0155

Reference
PG Moston

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Save Day Eviciton - Moston Site Serving Notice, including 2 bailifs for 4 hours	1.00	1,350.00	20%	1,350.00
5 x Enforcement Agents 10.00AM - 6PM	40.00	125.00	20%	5,000.00
			Subtotal	6,350.00
			TOTAL VAT 20%	1,270.00
			TOTAL GBP	**7,620.00**

Due Date: 10 Nov 2025

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0155
Amount Due	**7,620.00**
Due Date	10 Nov 2025
Amount Enclosed	

Enter the amount you are paying above

Reece Townsend

From: Paul Ashton <[redacted]>
Sent: 09 March 2026 20:10
To: O[redacted]
Cc: Matt Buckley; Kate Hollingworth; Ross McKechnie; Alison Snowdon; Phil Hume; [redacted]
Subject: Re: Travellers in Manchester Denton Car Park

Hi all

The same travellers have now left stockport and have now turned up at our Manchester Moston gym and gained access by cutting the padlock to the barrier we have in place

Police have been called as they are blocking the gym entrance for members in

Can we start the eviction process please

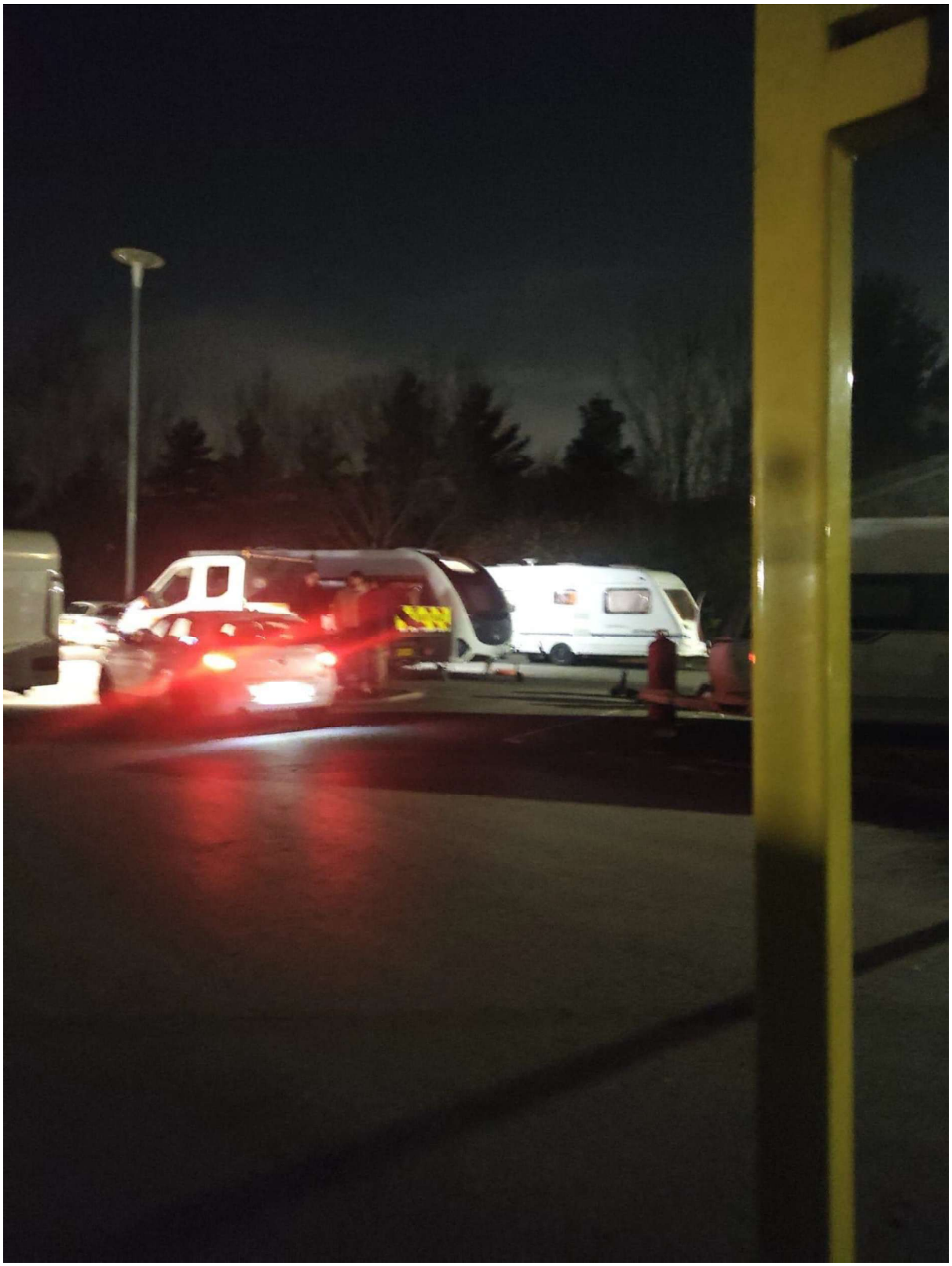
Kind regards

Paul Ashton
Regional Manager- R4
[redacted]

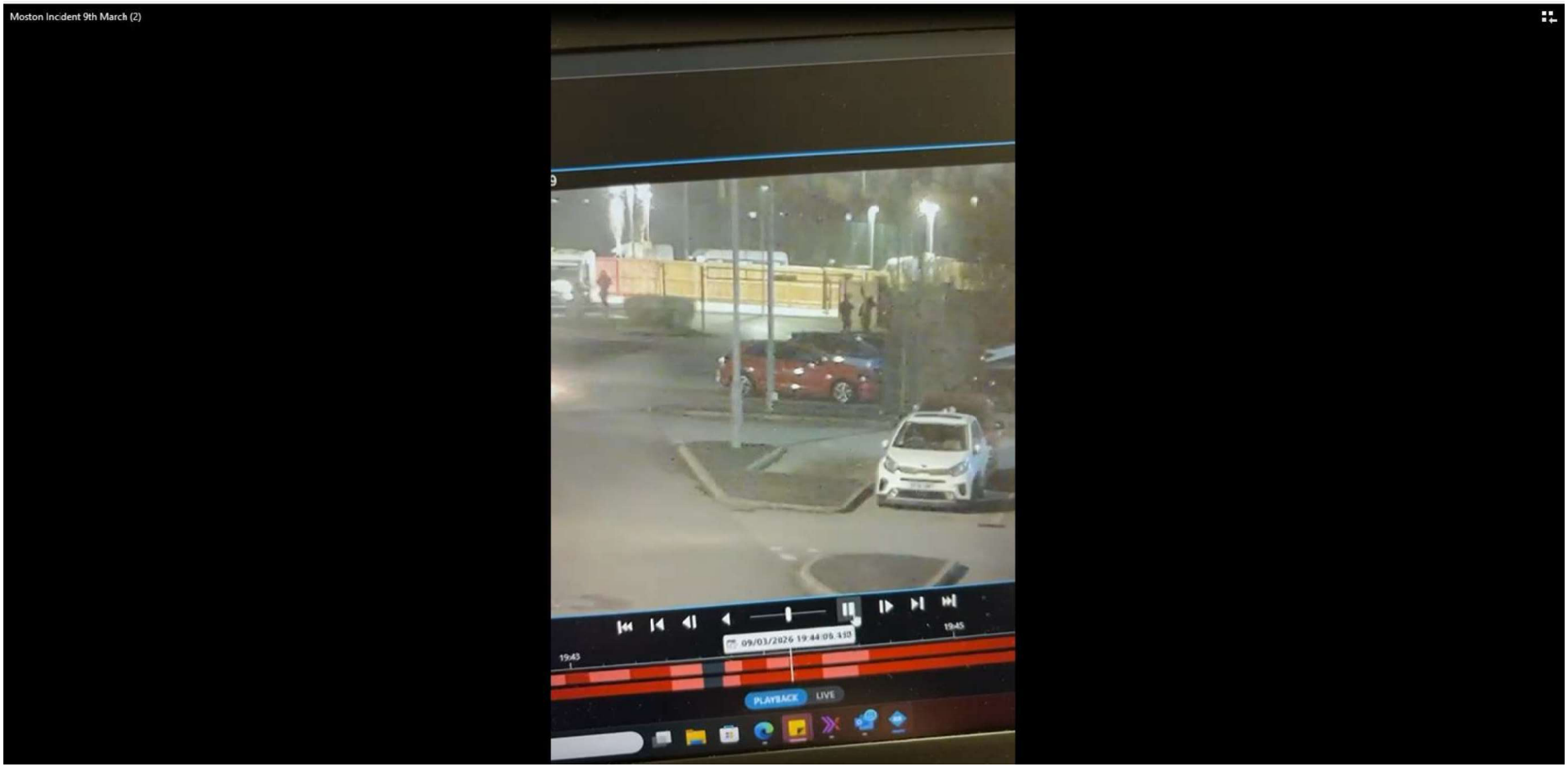


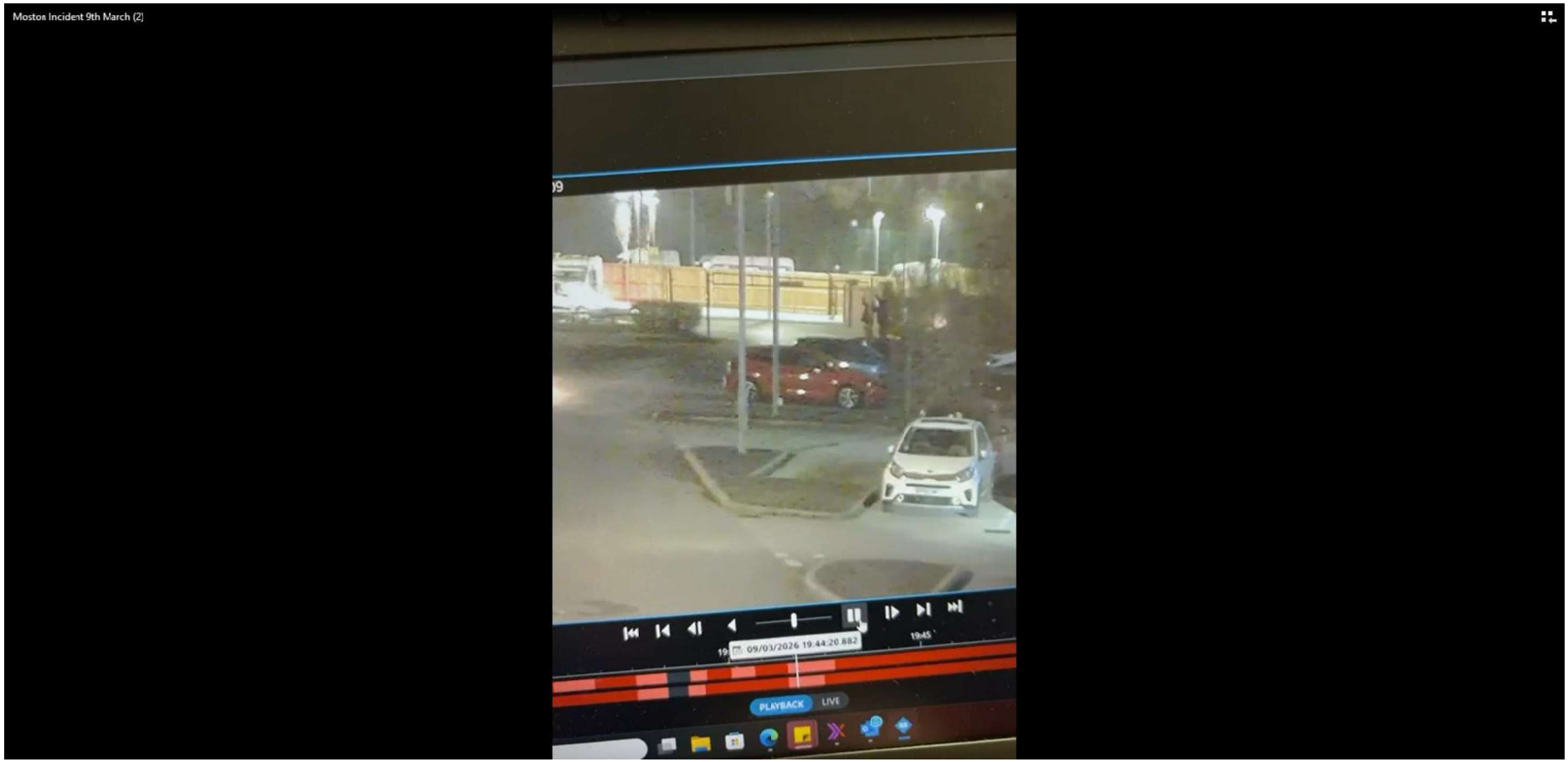

RAPIDO

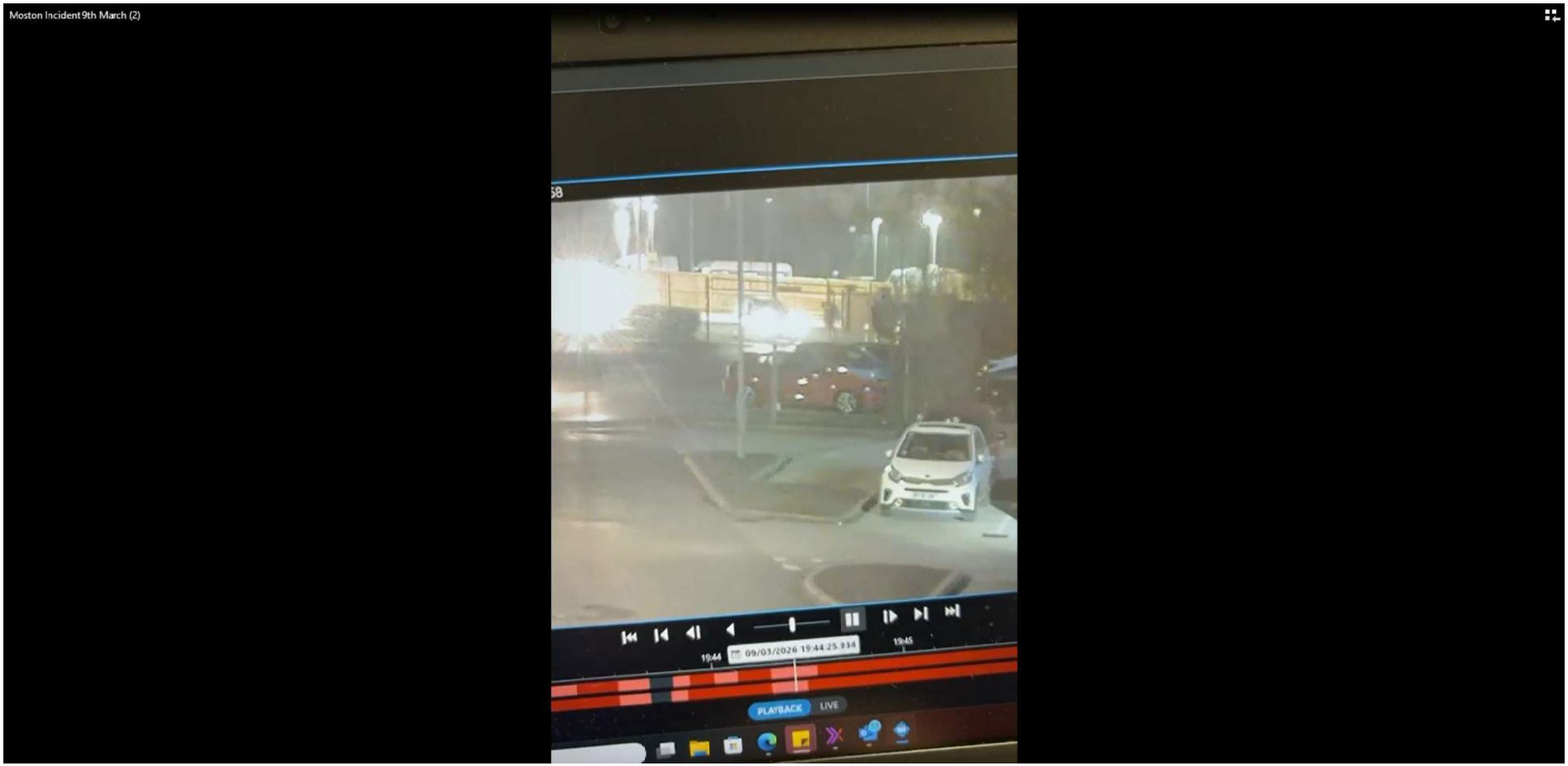




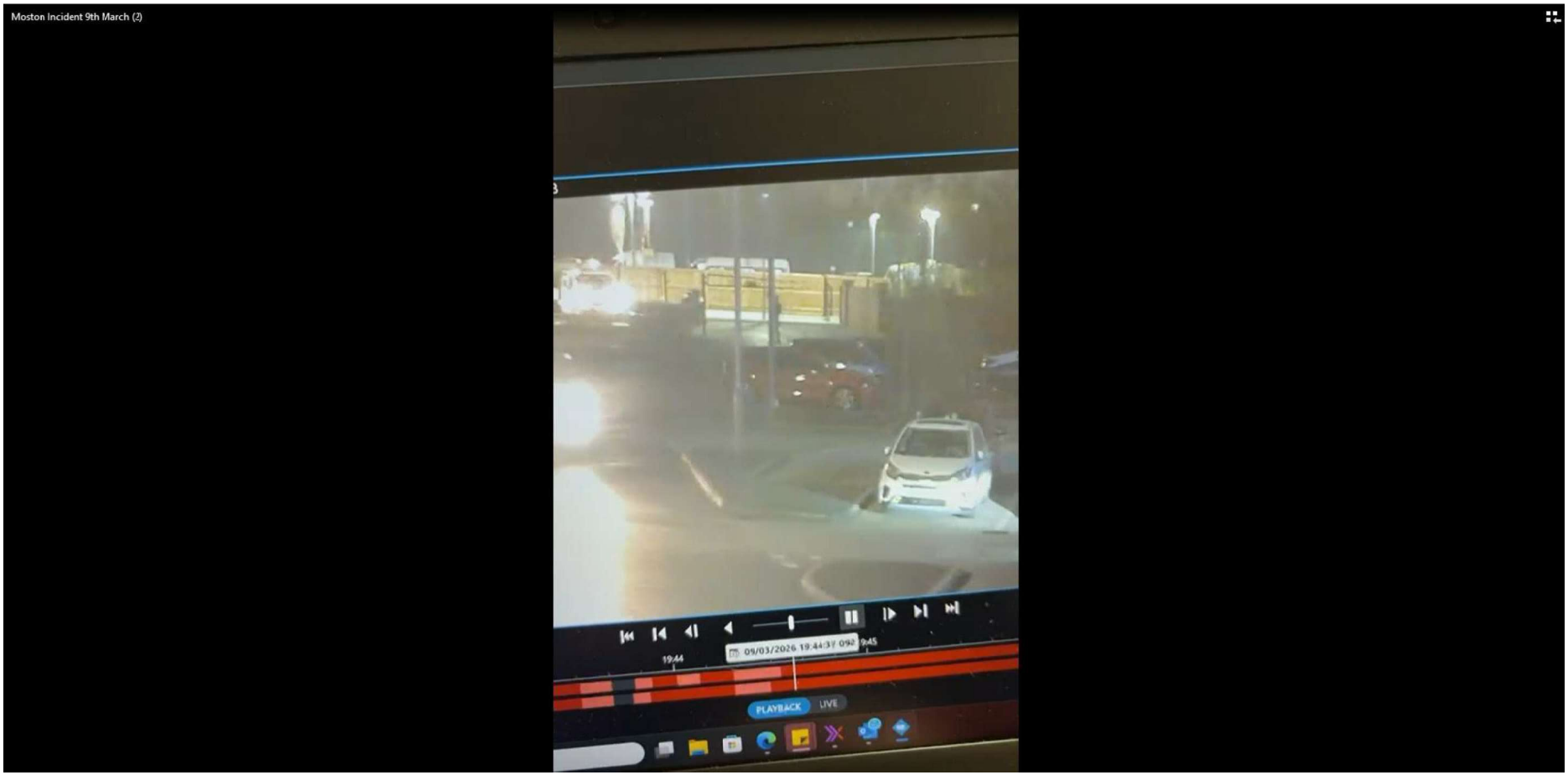



Moston Incident 9th March (2)
09/03/2026 19:44:09.430
19:43
19:45
PLAYBACK
LIVE

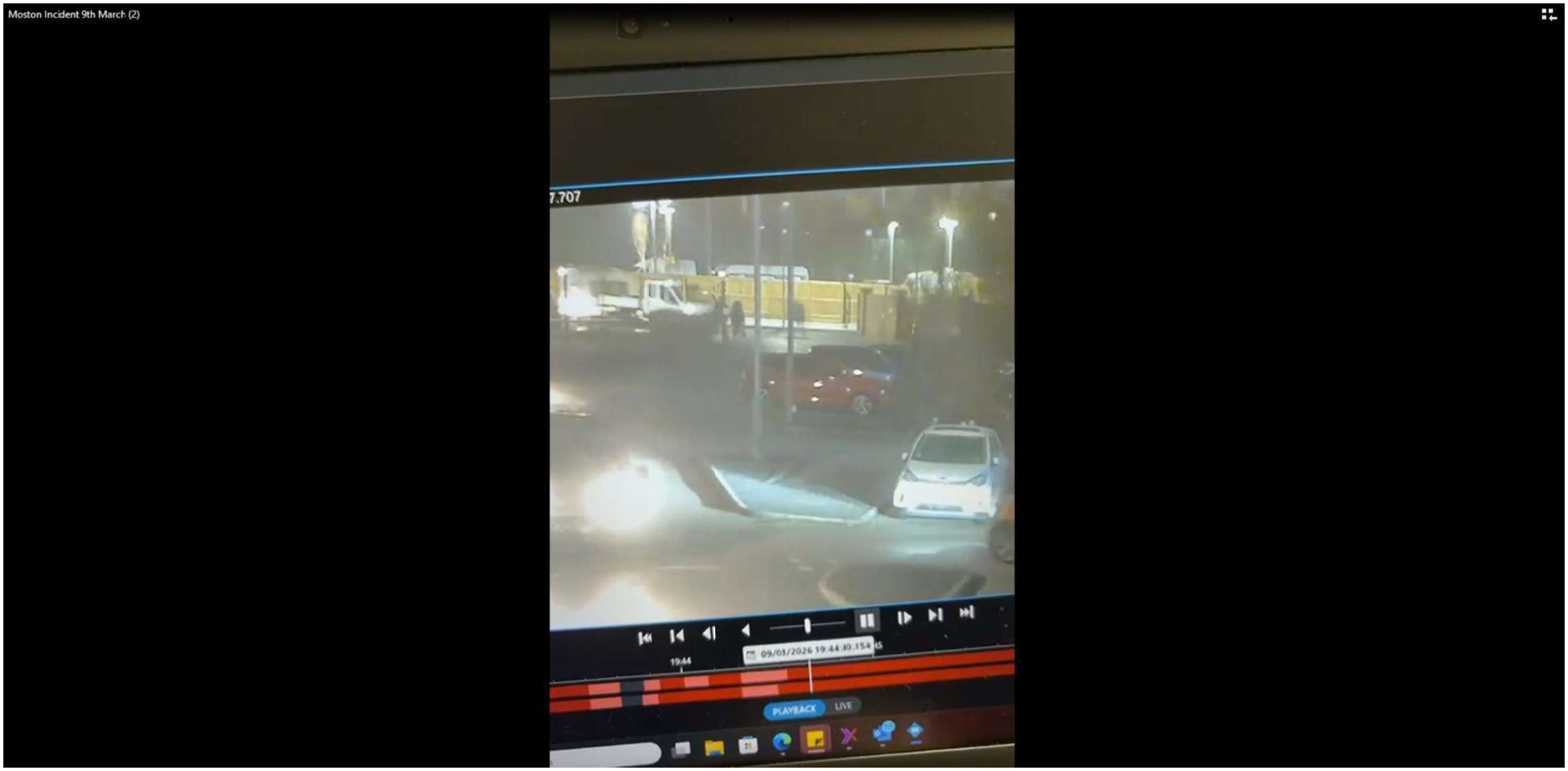

Moston Incident 9th March (2)
09/03/2026 19:44:20.882
PLAYBACK
LIVE


Moston Incident 9th March (2)
09/03/2026 19:44:25.934
PLAYBACK
LIVE

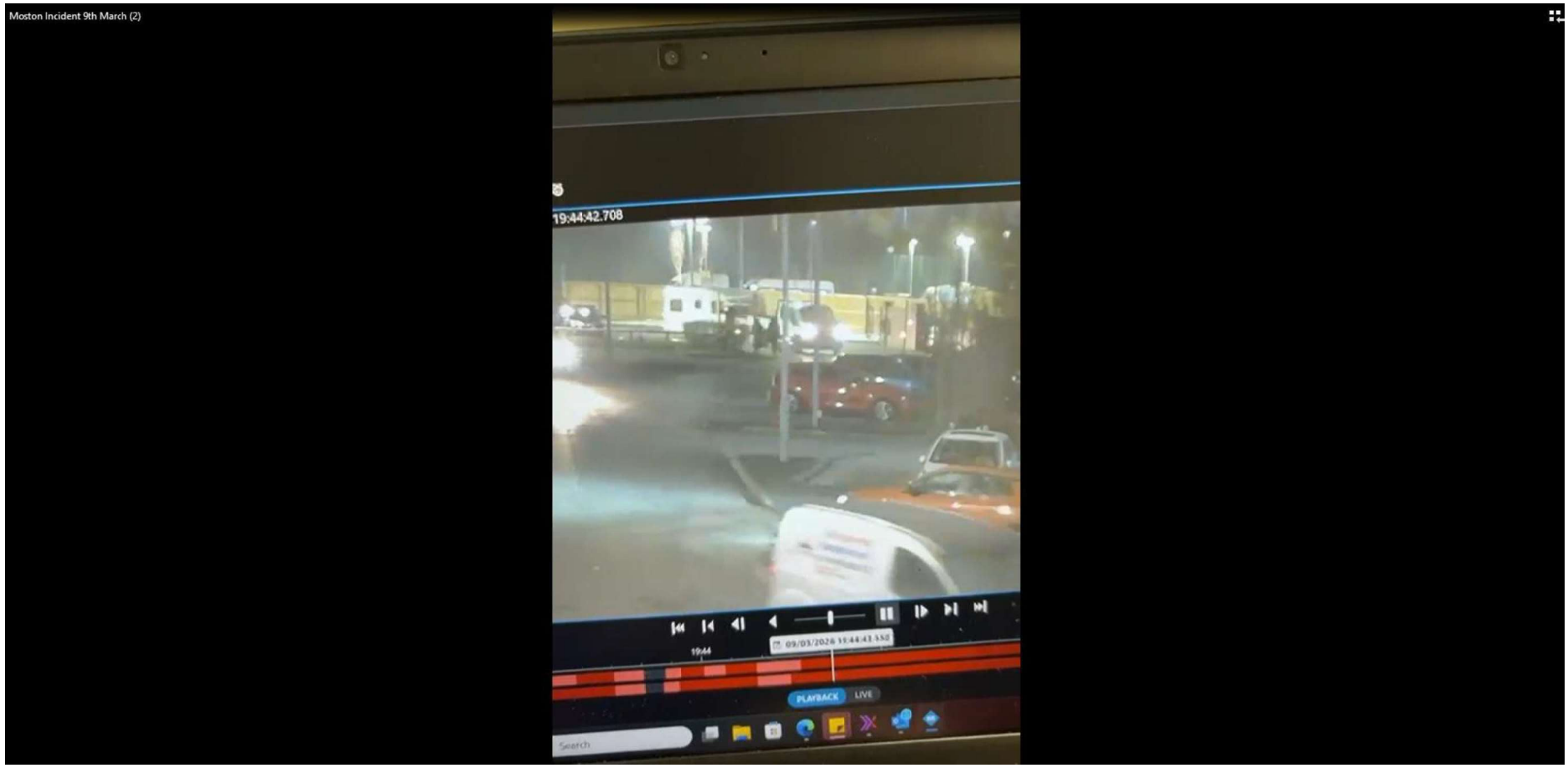
PGH1-806


Moston Incident 9th March (2)
19:44
09/03/2026 19:44:37 092
9:45
PLAYBACK
LIVE

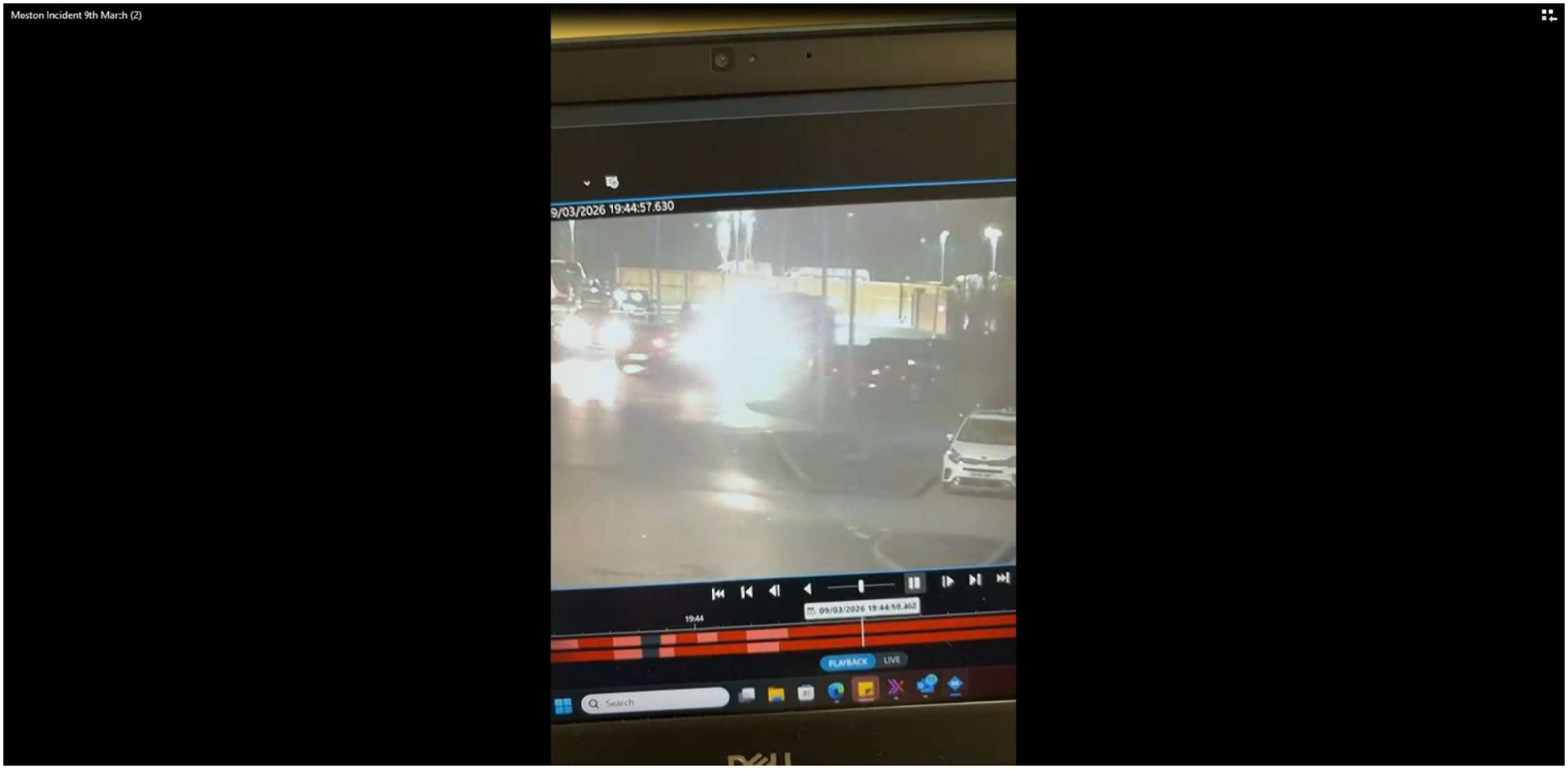
PGH1-807


Moston Incident 9th March (2)
7.707
19:44
09/03/2026 19:44:30.154
PLAYBACK
LIVE

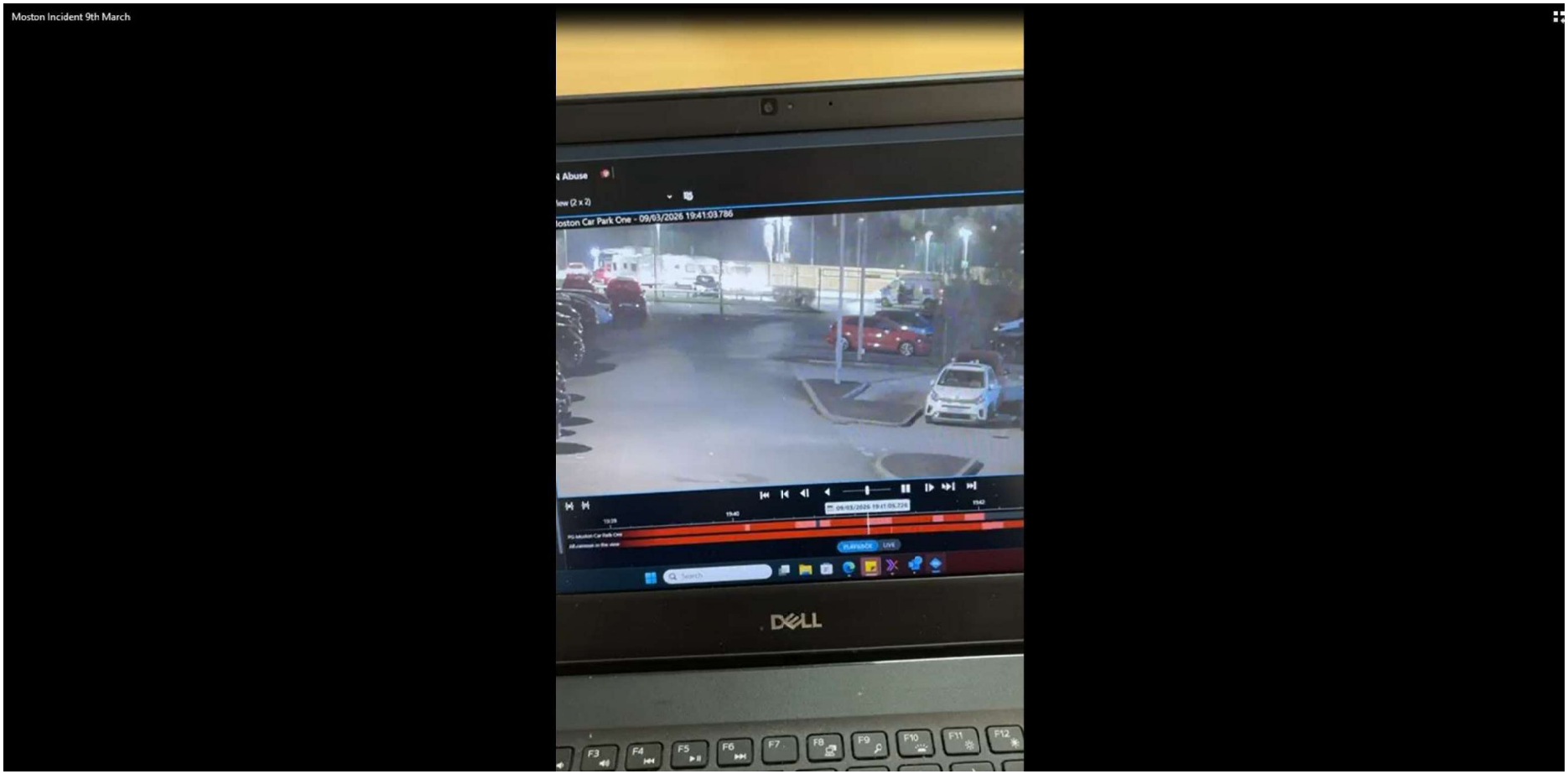
PGH1-808


Moston Incident 9th March (2)
19:44:42.708
PLAYBACK
LIVE
Search

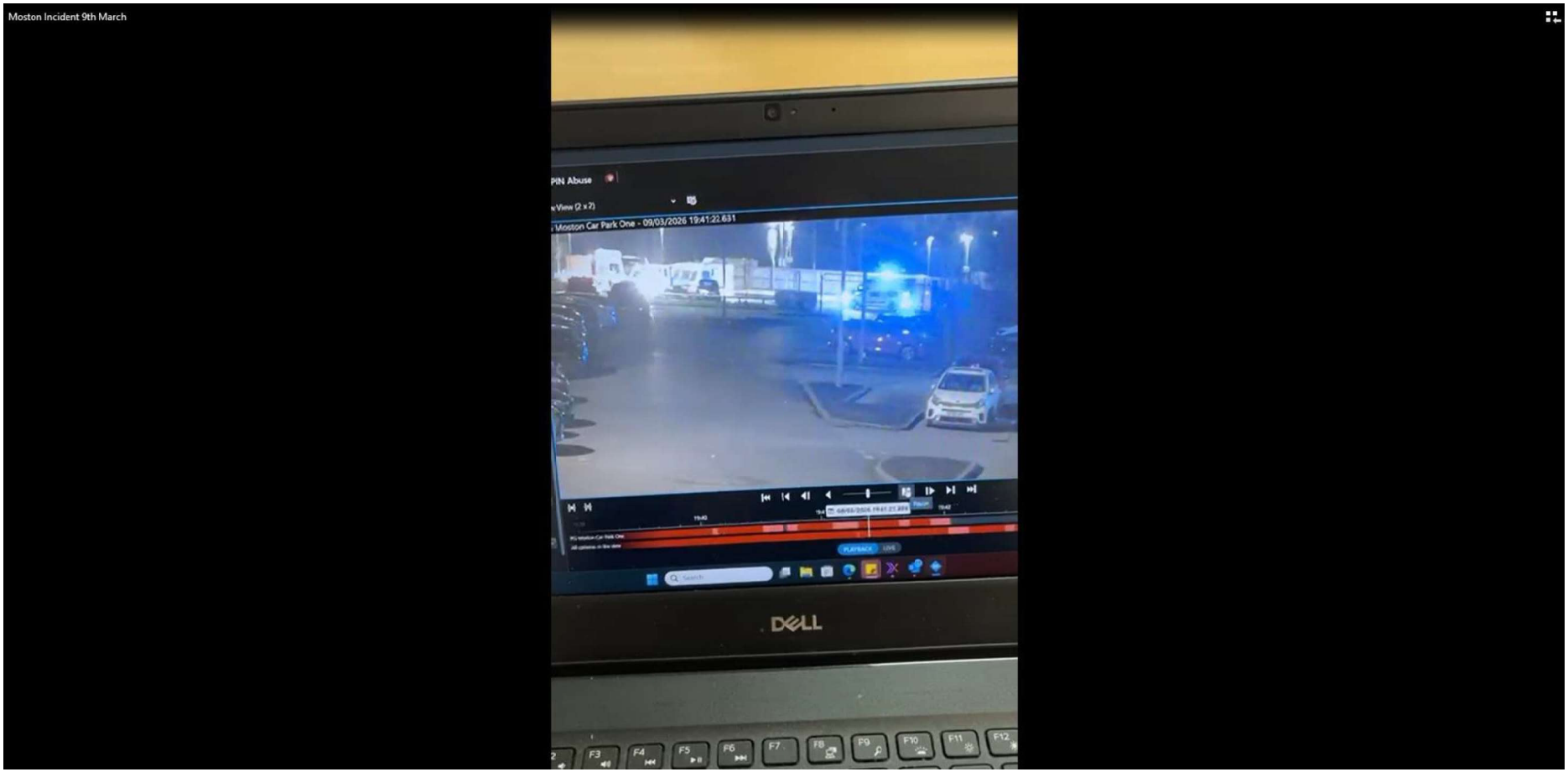
PGH1-809


Meston Incident 9th March (2)
9/03/2026 19:44:57.630
19:44
PLAYBACK
LIVE
Search

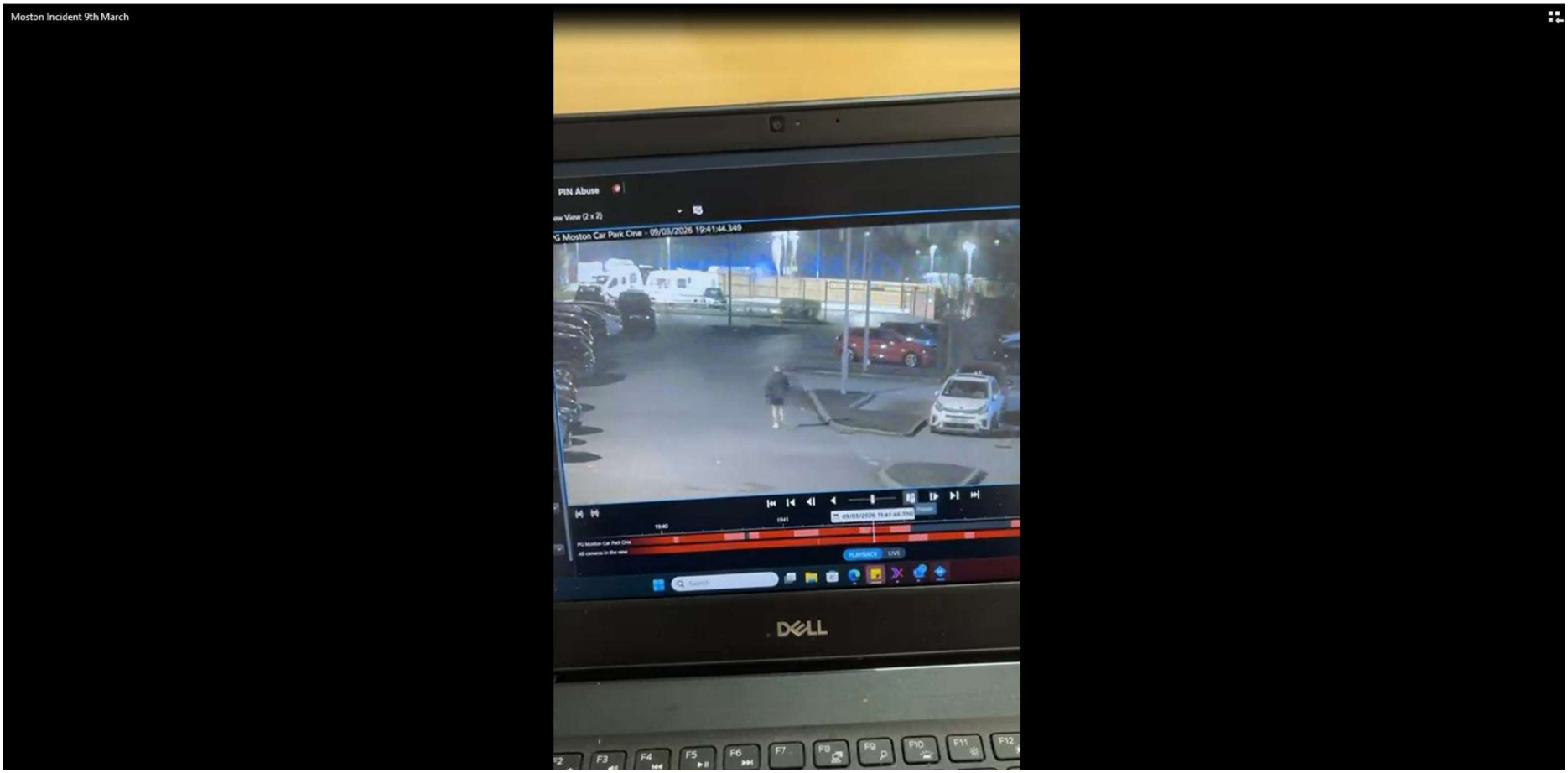
PGH1-810


Moston Incident 9th March
Abuse
oston Car Park One - 09/03/2026 19:41:03.786
DELL

PGH1-811


Moston Incident 9th March
PIN Abuse
Moston Car Park One - 09/03/2026 19:41:22.631
DELL

PGH1-812


Moston Incident 9th March
PIN Abuse
Moston Car Park One - 09/03/2026 19:41:44.349
DELL

PGH1-813

Reece Townsend

From: Paul Ashton <[redacted]>
Sent: 09 March 2026 21:19
To: O[redacted]
Cc: Matt Buckley; Kate Hollingworth; Ross McKechnie; Alison Snowdon; Phil Hume; [redacted]
Subject: Re: Travellers in Manchester Denton Car Park

Hi O[redacted]

Just finished with the police, they are stating they will be gone by sunrise, allow me to drop you a note tomorrow AM if they havnt moved on to serve notice

Thanks

Kind regards

Paul Ashton
Regional Manager- R4

[redacted]

Reece Townsend

From: Paul Ashton <[redacted]>
Sent: 10 March 2026 07:49
To: C[redacted]
Cc: Matt Buckley; Ross McKechnie; Alison Snowdon; Phil Hume; [redacted]
Liam Stewart
Subject: Re: Travellers in Manchester Denton Car Park

Hi all

Travellers are still on site, with no sign of moving on at sunrise.... Can we start the eviction please

Kind regards

Paul Ashton
Regional Manager- R4

[redacted]



ZORA DEFENCE

WEDNESDAY 10/3/26

TO OCCUPANTS AT:

Land in and around Pure GYM

VICTORIA AVE EAST,MANCHESTER,M97GH

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
12 Mar 2026

Invoice Number
0267 - PG Moston S&E10.03.26

Reference
Moston PG Serve & Eviciton 10th March 2026

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym Moston M9 7GH Attendance & notice of eviciton served.	1.00	1,350.00	20%	1,350.00
Eviciton from Moston site 10.03.2026 1 x Agent 10:30 - 19:00 2 x Agent 11:00 - 19:00 15 x Agents 11:00 - 18:00	129.50	125.00	20%	16,187.50
			Subtotal	17,537.50
			TOTAL VAT 20%	3,507.50
			TOTAL GBP	**21,045.00**

Due Date: 11 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0267 - PG Moston S&E10.03.26
Amount Due	**21,045.00**
Due Date	11 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
20 Apr 2026

Invoice Number
0306 - Pure Gym Moston - K9 Units

Reference
Pure Gym Moston - K9 Units

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym Moston M9 7GH K9 Units on site March March 17th 4pm ongoing 24hour presence for the rest of the month. 17th - 22nd March 135 Hours 23rd - 29th March - 168 Hours 30th - 31st March unitll 18:00 - 35 Hours Total 338 Hours	338.00	23.50	20%	7,943.00

Subtotal	7,943.00
TOTAL VAT 20%	1,588.60
TOTAL GBP	**9,531.60**

Due Date: 20 May 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0306 - Pure Gym Moston - K9 Units
Amount Due	**9,531.60**
Due Date	20 May 2026
Amount Enclosed	

Enter the amount you are paying above

Manchester Debdale Gym

Manchester Debdale Park, Wall Way, M18 7WY Directions from me

Join

PGH1-821







Membership options

Off-Peak

Plan includes

- Limited access hours

Core

Plan includes

- Access the gym anytime

Plus

Best value

Everything in Core, plus...

- Multi-gym Access

PGH1-822

Book classes 8 days in advance*

£17.99
per month
+ £10 join fee

Join now

Book classes 8 days in advance*

£20.99
per month
+ £10 join fee

Join now

Book classes 14 days in advance*
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

~~£25.99~~ **£20.99**
per month
for your first month + £10 join fee

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✓ **No contract - Cancel any time** ✓ ***Free classes in plans at most gyms**

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New Kit Just Landed
Better Than Ever

Join now

PGH1-823

About PureGym Manchester Debdale

Great News! Your gym just received brand new kit including additional cable stations and fresh fixed pin kit!

Treat your body to a fantastic workout at our great-value gym in Gorton which has something to suit everyone's taste and abilities. Whether you're an exercise beginner, enthusiast or connoisseur, everyone and every body is welcome through our doors which are open 24 hours a day. Our gym also has **free parking***.

View our other gyms in Manchester: Gyms in Manchester

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

Rehydrate with Sports Water
Sugar-free soft drink with essential vitamins

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-825

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Kelly Dillon-Brown
Gym Manager



Kai Gorman
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

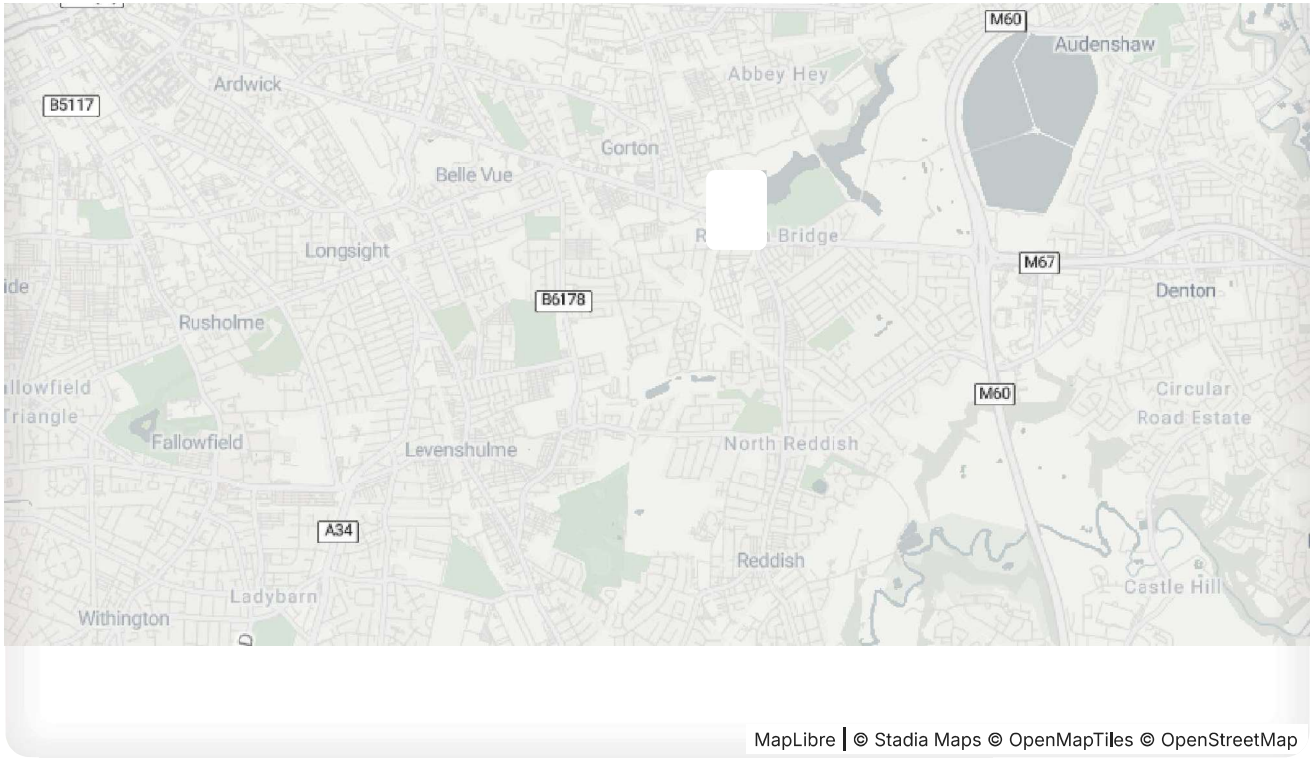


PGH1-826

Pop **M18 7WY** into your SatNav and park in the free on-site car park.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym



Contact Us

Email Us

Facebook Messenger

Get to know us

Help & Support

Company

Serious Stuff

Get the app

Download on the App Store

GET IT ON Google Play

Download the PureGym app

Follow us

PGH1-827

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-828


PUREGYM
IMPORTANT
Puregym cannot accept responsibility for loss or damage to any vehicles or their contents whilst on these premises.
All vehicles are parked entirely at your own risk
CCTV in operation
For your safety and protection
Fire assembly point

PGH1-829

Reece Townsend

From: Phil Hume <[redacted]>
Sent: 19 August 2024 12:14
To: Kate Hollingworth; [redacted]
Cc: Paul Ashton; Alec Stubbs; Kelly Dillon-Brown
Subject: RE: Caravans at Manchester Debdale
Attachments: 20240819_115153.jpg; 20240819_115151.jpg

Hi C[redacted],

We have travellers on our Manchester Debdale site, please can you visit to serve notice.

Address below:
PureGym Manchester Debdale
Off Wall Way,
Hyde Rd,
Gorton,
Manchester
M18 7WY

If you need any further information please let me know.

Many thanks,
Phil Hume
Estates Manager
Region 3, 4, 5, 7E, 12, 16A

Mobile [redacted]

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.

PUREGYM

View the PureGym Property brochure

Like us on Facebook, Follow us on Twitter, Install us on iPhone & Android and watch us on YouTube
Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

From: Kate Hollingworth <[redacted]>
Sent: Monday, August 19, 2024 12:00 PM
To: Phil Hume <[redacted]>
Cc: Paul Ashton <[redacted]>; Alec Stubbs <[redacted]>; Kelly Dillon-Brown <[redacted]>
Subject: Caravans at Manchester Debdale

Good Morning Phil,

Please could you help us give notice to the Travellers that have arrived on site at our Manchester Debdale club? They have recently arrived- there are 2 x motorhomes and 1 x caravan at present.

Alec- CC'd in as an FYI as we have previously needed a security guard when they have visited Debdale before and M[redacted] is off.

GM Kelly is reporting to the Police. We have got the entrance doors on the 1 way setting. Please advise if there's anything further you would like us to do.

Many thanks!

Kind regards,

Kate Hollingworth
Cluster Manager 4B

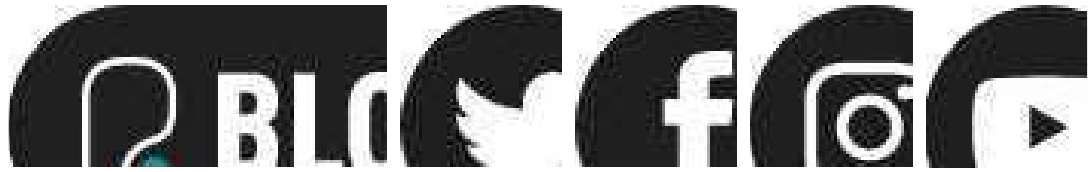
At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.

PUREGYM EVERYBODY WELCOME

Direct dial: [redacted]

Website: www.puregym.com

Address: PureGym Stockport North, Didsbury Road SK4 2BD





Download our
award-winnin





Reece Townsend

From: Phil Hume <[redacted]>
Sent: 04 October 2024 09:04
To: [redacted] Kelly Dillon-Brown; Paul Ashton; Kate Hollingworth
Cc: Alec Stubbs; Sam Porter
Subject: Caravans at Manchester Debdale

Hi C[redacted] and K[redacted],

Please can notice be served on the 1 caravan which has arrive on site at our Manchester Debdale.

Address,

Off Wall Way,
Hyde Rd,
Gorton,
Manchester
M18 7WY

Phil Hume
Estates Manager
Region 3, 4, 5, 7E, 12, 16A

Mobile [redacted]

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Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

Reece Townsend

From: Phil Hume <[redacted]>
Sent: 24 August 2025 12:55
To: [redacted]; [redacted]; Paul Ashton; Kelly Dillon-Brown
Subject: Travellers at Manchester Debdale

Hi C[redacted] and Ceal Team,

We have traveller who have settled on our car park at PureGym Manchester Debdale, off Hyde Rd, Wall Way, Gorton, M187WY. At the moment they consist of 3 caravans, and 3 transit vans.

Please can I ask for you to commence the process for removal of the travellers from site.

Many thanks,

Phil Hume
Senior Estate Manager
Region 3, 4, 8 , 11, 13

Mobile [redacted]

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Please do not feel obligated to respond outside of your normal working hours.

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Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

TAX INVOICE

Pure Gym

Invoice Date
20 Apr 2026

Invoice Number
INV-0303

Reference
K9 Units March

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Gorton M18 7WY K9 Units on site March March 17th 4pm ongoing 24hour presence for the rest of the month. 17th - 22nd March 135 Hours 23rd - 29th March - 168 Hours 30th - 31st March unitll 18:00 - 35 Hours Total 338 Hours	338.00	23.50	20%	7,943.00

Subtotal	7,943.00
TOTAL VAT 20%	1,588.60
TOTAL GBP	**9,531.60**

Due Date: 20 May 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd

[redacted]

Customer	Pure Gym
Invoice Number	INV-0303
Amount Due	**9,531.60**
Due Date	20 May 2026
Amount Enclosed	

Enter the amount you are paying above

Company Registration No: 16148723. Registered Office: [redacted]

PGH1-837

Work Order No. 104117416

CONTRACTOR

Classic Building Group, Building Fabric Contractor
Unit 1 Albert Street Work
Albert Street
Manchester, Greater Manchester M43 7BA
Telephone: (0[redacted]
Fax:
E-mail: [redacted]
VAT Registration No:
Site Supplier ID:

SITE

54, Manchester Debdale
Wall Way, Off Hyde Rd, Gorton
Manchester, Lancashire M18 7WY
Space:
Space Type:
Telephone: [redacted]
Fax:
E-mail: [redacted]
Location: Car Park

EQUIPMENT

MANUAL BARRIER
Safety and Security, Barriers
Asset Tag: No Data Available
Serial No.: No Data Available
Model #: No Data Available
Date Installed: No Data Available
Warranty Expiration Date: No Data Available
Comments: No Data Available
Manufacturer: No Data Available

CONTRACT

Work Order Billing Status: Quote
Reference #: No Contract
Contract Type: No Contract

Original Invoice Date	15-Dec-2024
Invoice Date	15-Dec-2024
Tax Point Date	09-Dec-2024
Contractor Reference No.	15122417
Capital Expense	30
Approved By	Nick Barford

QUOTE DETAIL

Charge Category	Total
Travel @ 20% Rate (20.0%)	£350.00
Parts @ 20% Rate (20.0%)	£4,750.00
Labour @ 20% Rate (20.0%)	£2,750.00
Miscellaneous @ 20% Rate (20.0%)	£175.00
Excluded	£0.00

Net Total	£8,025.00
VAT	£1,605.00

MISCELLANEOUS

Description	Total
Qty 1 Works complete @ £9,630.00 plus 20% Rate (20.0%) VAT Quote	£0.00

Net Total	£0.00
Miscellaneous VAT	£0.00

DESCRIPTION OF WORK COMPLETED

Engineer Comments
Works complete Site happy
General Comments WO Description
As discussed with J[redacted] - quote to be submitted to supply and fit a height restriction barrier on the carpark due to antisocial behaviour.

TOTAL WORK ORDER CHARGES

Net Total		**£8,025.00**
	20% Rate	£1,605.00
	Sum Of All VAT Above	£1,605.00
Total VAT		£1,605.00
Work Order Total		**£9,630.00**

PGH1-838

Invoice Detail

Gyms > Knaresborough Gym

Knaresborough Gym

York Road, HG5 0SP Directions from me

Join

PGH1-839







Membership options

Off-Peak

Plan includes

Limited access hours

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus...

Multi-gym Access

PGH1-840

Book classes 8 days in advance

Book classes 8 days in advance

Book classes 14 days in advance

Bring a guest up to 4 times a month

Get 50% off your first month plus £0 joining fee. Use code: SAVEHALF. Hurry, ends soon! Selected gyms only

Join now

Join now

Join now

All plans have...

✓ No contract - Cancel any time ✓ Classes in all plans

Compare Plans

About PureGym Knaresborough

On the search for a new gym? Give your fitness and finances a helping hand at our great-value gym in Knaresborough where everyone and everybody is welcome. Even better, we're now open 24/7 so you can break a sweat anytime! Our gym is packed with of the latest equipment to help you smash your fitness goals. Plus our memberships are contract free and we have classes included in our memberships!

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

50kg Dumbbells

PGH1-841

You'll find us on York Road in Knaresborough, where you can park for free on site!*

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours, please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Build strength with our heaviest dumbbells

Rehydrate with Sports Water
Sugar-free soft drink with essential vitamins

Free Parking
Park for free while you train

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-842

360 virtual tour of Knaresborough Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good

PGH1-843



Claire Hunter
Gym Manager



Gabriel Partridge
Assistant Gym Manager

in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

We're located on York Road in Knaresborough.

Pop **HG5 0SP** in your Satnav and follow directions to York Road in Knaresborough. **Free parking is available on site!***

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym

Contact Us

PGH1-844

Email Us

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Help & Support

Company

Serious Stuff

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PGH1-845

From: Claire Hunter <[redacted]>
Sent: 11 November 2025 14:47
To: Phil Hume <[redacted]>; O[redacted] <[redacted]>
Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>; [redacted]
Subject: RE: Knaresborough Caravans on site

Hi Phil

Just to confirm the site is now clear. Thank you 😊

Claire Hunter
Cluster Manager 5a – Knaresborough

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Please do not feel obligated to respond outside of your normal working hours.

PUREGYM
Direct dial [redacted]
Website: www.puregym.com
Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



From: Phil Hume <[redacted]>
Sent: 11 November 2025 14:04
To: Claire Hunter <[redacted]>; O[redacted] <[redacted]>

Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>;[redacted]
Subject: Re: Knaresborough Caravans on site

Hi Claire,

Is site clear now?

Thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
At PureGym we value and respect flexible work arrangements.
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PUREGYM

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



From: Claire Hunter <[redacted]>
Sent: 11 November 2025 07:55
To: C[redacted] <[redacted]>; Phil Hume <[redacted]>
Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>; [redacted]>
Subject: RE: Knaresborough Caravans on site

Just an FYI.. one of the caravans have been moved & he will come back for the other one as they only have 1 car

Claire Hunter
Cluster Manager 5a – Knaresborough

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PUREGYM

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



From: O[redacted] <[redacted]> **[From VPEX]**
Sent: 11 November 2025 07:18
To: Claire Hunter <[redacted]>; Phil Hume <[redacted]>
Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>;[redacted]
Subject: Re: Knaresborough Caravans on site

> Some people who received this message don't often get email from [redacted] Learn why this is important

Good Morning,

Our enforcement team are on site, I will send further updates when we have firmed up the timeline to clear site.

Thank you

O[redacted]

M:[redacted]
E:[redacted]

On 10 Nov 2025, at 18:13,[redacted] wrote: **[From VPEX]**

Thankyou

We are on with this now, we have liaised with police and will document everything, we will aim to get these moved on asap tomorrow for you.

I will confirm once this is all in place

Thankyou

O[redacted]

<image009.png>

M.[redacted]
T.[redacted]
E.[redacted]

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Registered Office:[redacted]
Registered in England No.161 487 23

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---

From: Claire Hunter <[redacted]>
Sent: 10 November 2025 17:31
To: O[redacted] <[redacted]>; Phil Hume <[redacted]>
Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>
Subject: RE: Knaresborough Caravans on site

HI O[redacted]

Please try the attached

Claire Hunter
Cluster Manager 5a – Knaresborough

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.
<image010.gif>
Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image011.png>

<image012.png>

<image013.png>
<image014.png>

<image015.png>

<image016.png>
<image017.png>




SWIFT
EV17 YMG
VT69 NKA

From: O[redacted] <[redacted]> **[From VPEX]**
Sent: 10 November 2025 17:28
To: Phil Hume <[redacted]>
Cc: Rick Ohara <[redacted]>; Matt Buckley <[redacted]>; Claire Hunter <[redacted]>
Subject: Re: Knaresborough Caravans on site

Hi Phil,

Thank you for the instruction, I cannot open the image files for some reason. would you be able to resend these in another format or by mms/whatsapp message to my mobile?

We will get them served tonight in any case and provide updates.

Thank you

O[redacted]

M:[redacted]
E:[redacted]

On 10 Nov 2025, at 16:51, Phil Hume <[redacted]> wrote:

Hi O[redacted],

Unfortunately we have had a return of the Caravans (x2) to Knaresborough (they were on site last month), please see attached;

They claim they're going to be there for the next 3-4 days, please can we get some support in moving them on as no doubt will continue to be disruptive.

- number of caravans - 2
- number of loose dogs (if any) - unknown
- photos of caravans or vehicles - attached
- any communication from travellers to staff at Pure gym. - yes they have said they are staying 3-4 days
- full address of location - PureGym Knaresborough, York Rd, Knaresborough HG5 0SP

Many thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 12
At PureGym we value and respect flexible work arrangements.
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<Outlook-nlx3u0hi.png>

Direct dial:[redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<Outlook-s21go444.png>

<Outlook-5cai1nkx.png>

<Outlook-luikldma.png>
<Outlook-pcx4qz45.png>

<Outlook-xo1igcyk.png>

<Outlook-nmqfmvw3.png>
<Outlook-vsc3iym2.png>

<Media (8).jfif>
<Media (7).jfif>

TAX INVOICE

Pure Gym

Invoice Date
13 Nov 2025

Invoice Number
INV-0199 - Pure Gym Knaresborough

Reference
PGK - Same Day Eviction

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Same Day Serve & Eviciton - Serving Notice, including 2 bailifs for 4 hours	1.00	1,350.00	20%	1,350.00
4 x Enforcement Agents 07:00 - 15:00	32.00	125.00	20%	4,000.00
			Subtotal	5,350.00
			TOTAL VAT 20%	1,070.00
			TOTAL GBP	**6,420.00**

Due Date: 13 Dec 2025

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0199 - Pure Gym Knaresborough
Amount Due	**6,420.00**
Due Date	13 Dec 2025
Amount Enclosed	

Enter the amount you are paying above


20 Nov 2025 20:21:11
219 York Road
North Yorkshire
England


21 Nov 2025 06:52:19
219 York Road
North Yorkshire
England
ABBEY
SAFARI

PGH1-853


21 Nov 2025 06:51:22
North Yorkshire
England


21 Nov 2025 06:51:13
North Yorkshire
England


21 Nov 2025 16:59:54
219 York Road
North Yorkshire
England

TAX INVOICE

Pure Gym

Invoice Date
24 Nov 2025

Invoice Number
INV-0162

Reference
SDE20.11.25

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Same day serve & eviction - serving notice including Bailiff attendance.	1.00	1,350.00	20%	1,350.00
7no enforcement agents - 07:00 - 20:00	91.00	125.00	20%	11,375.00
			Subtotal	12,725.00
			TOTAL VAT 20%	2,545.00
			TOTAL GBP	**15,270.00**

Due Date: 24 Dec 2025

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0162
Amount Due	**15,270.00**
Due Date	24 Dec 2025
Amount Enclosed	

Enter the amount you are paying above

ZORA DEFENCE

WEDNESDAY 23/1/26

TO OCCUPANTS AT:

Land in and around Pure GYM

YORK RD, KNARESBOROUGH, HG50SP

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
27 Jan 2026

Invoice Number
0216

Reference
Pure Gym Knaresborough - Traveller Eviction 23rd-24th Jan 26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Attend and serve at Knaresborough 23.01.26	1.00	1,350.00	20%	1,350.00
8 x Agents attended 24.01.26 for same day eviction. 8 x agents 08:00 - 19:00	88.00	125.00	20%	11,000.00
			Subtotal	12,350.00
			TOTAL VAT 20%	2,470.00
			TOTAL GBP	**14,820.00**

Due Date: 26 Feb 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0216
Amount Due	**14,820.00**
Due Date	26 Feb 2026
Amount Enclosed	

Enter the amount you are paying above

From: [redacted] **[From VPEX]**
Sent: Friday, March 6, 2026 6:27 PM
To: Claire Hunter <[redacted]>; Ross McKechnie <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>
Subject: RE: Travelers - Knaresborough

Good Afternoon,

Site cleared as at 18:12

Thank you for the instruction

Regards

O[redacted]

<image001.png>

M.[redacted]

T.[redacted]

E.[redacted]

P Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]

Registered in England No.161 487 23

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and delete this e-mail and all attachments from your system

From: [redacted] **[From VPEX]**
Sent: 06 March 2026 16:50
To: 'Claire Hunter' <[redacted]>; 'Ross McKechnie' <[redacted]>; 'Gabriel Partridge' <[redacted]>; 'John Rathmell' <[redacted]>; 'Matt Buckley' <[redacted]>
Subject: RE: Travelers - Knaresborough

Good Afternoon,

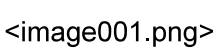
The travellers are beginning to hook up and move on, 2 have left 3 remain, we are pushing to get them off site completely in the next hour.

Regards

O[redacted]

O[redacted]

[redacted]



M. [redacted]

T. [redacted]

E. [redacted]

P Help the environment – please don't print this email unless you really need to!

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and delete this e-mail and all attachments from your system

From: [redacted] [From VPEX]
Sent: Friday, March 6, 2026 8:33 AM
To: Claire Hunter <[redacted]>; Ross McKechnie <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>
Subject: RE: Travellers - Knaresborough

Morning Claire,

Handful of pictures attached the lads sent across before, looks to be the same lot you have had issues with before.

I recognise the White SUV from previous visits, as we get feedback from site ill confirm anything important

Thankyou

O[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

M. [redacted]
T. [redacted]
E. [redacted]

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Registered in England No.161 487 23

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6 Mar 2026 06:56:28
219 York Road
North Yorkshire
England


6 Mar 2026 06:56:34
219 York Road
North Yorkshire
England

PGH1-864


6 Mar 2026 06:56:25
219 York Road
North Yorkshire
England


6 Mar 2026 06:56:20
219 York Road
North Yorkshire
England

From: Claire Hunter <[redacted]>
Sent: 06 March 2026 07:43
To: [redacted]; Ross McKechnie <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>
Subject: Re: Travellers - Knaresborough

Morning O[redacted]

The car park is very busy due to lack of spaces so not seen them as of yet

Claire Hunter

Cluster Manager 5a – Knaresborough

At PureGym we value and respect flexible work arrangements.

Please do not feel obligated to respond outside of your normal working hours.

<image002.gif>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image003.png>

<image004.jpg>

<image005.png>

<image006.png>

<image007.png>

<image008.png>

<image009.png>

From: [redacted] **[From VPEX]**
Sent: Friday, March 6, 2026 7:24 AM
To: Claire Hunter <[redacted]>; Ross McKechnie <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>
Subject: RE: Travellers - Knaresborough

Morning Claire,

Thanks for the heads up, our team will get on with the eviction and update accordingly this morning, they should already be on site.

Any issues or concerns let me know

Thankyou

O [redacted]

[redacted]

<image001.png>

M. [redacted]

T. [redacted]

E. [redacted]

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Registered in England No.161 487 23

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and delete this e-mail and all attachments from your system

From: Claire Hunter <[redacted]>
Sent: 06 March 2026 06:24
To: O[redacted] <[redacted]>; Ross McKechnie <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>
Subject: Re: Travellers - Knaresborough

Good Morning All

Just an FYI we now have 5 caravans on site

Claire Hunter

Cluster Manager 5a – Knaresborough

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<image002.gif>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image003.png>

<image004.jpg>

<image005.png>

<image006.png>

<image007.png>

<image008.png>

<image009.png>

From: C [redacted] <[redacted]> **[From VPEX]**
Sent: Thursday, March 5, 2026 4:06 PM
To: Ross McKechnie <[redacted]>
Cc: Claire Hunter <[redacted]>
Subject: Re: Travellers - Knaresborough

Hi Ross,

We have instructed our bailiffs to attend and serve, we will report back with any findings once this is done and confirm next steps.

Claire - are these the same individuals or a new group?

Regards

O[redacted]

M:[redacted]

E: [redacted]

On 5 Mar 2026, at 14:22, Ross McKechnie <[redacted]> wrote:

Afternoon,

Are you able to provide attend and serve notice?

Many thanks

Ross

Ross McKechnie

Senior Estate Manager

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<image002.gif>

Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD

<image010.png>

<image011.png>

<image012.png>

<image013.png>

<image014.png>

<image015.png>

<image016.png>

From: Claire Hunter <[redacted]>
Sent: 05 March 2026 12:24
To: Ross McKechnie <[redacted]>; Matt Buckley <[redacted]>
Cc: John Rathmell <[redacted]>; Tracey Arneil <[redacted]>; Gabriel Partridge <[redacted]>
Subject: Travellers - Knaresborough

Hi Ross

We have the travellers back in Knaresborough car park. This time they have come with 4 caravans.

Apparently they are planning on staying 4/5 days.

One of them has just tried getting in the gym & there are quite a lot of males

Claire Hunter

Cluster Manager 5a – Knaresborough

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<image002.gif>

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Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

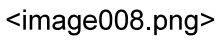
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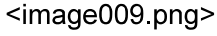
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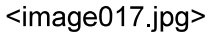
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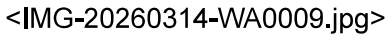
<image006.png>

<image007.png>









TAX INVOICE

Pure Gym

Invoice Date
11 Mar 2026

Invoice Number
0264 - Serve & Evicition
Knaresborough HG5 OSP

Reference
Serve & Evicition
Knaresborough HG5 OSP

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Attend and Serve 05/03/26	1.00	1,350.00	20%	1,350.00
Eviction 06/03/26 10 Agents on site 07:00 - 19:00	120.00	125.00	20%	15,000.00
			Subtotal	16,350.00
			TOTAL VAT 20%	3,270.00
			TOTAL GBP	**19,620.00**

Due Date: 10 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0264 - Serve & Evicition Knaresborough HG5 OSP
Amount Due	**19,620.00**
Due Date	10 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

From: O [redacted] <[redacted]> **[From VPEX]**
Sent: Tuesday, March 10, 2026 12:41 PM
To: Claire Hunter <[redacted]>; Phil Hume <[redacted]>
Cc: Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travelers - Knaresborough

Good afternoon,

We are getting these away from site now, one caravan remains, they are however only moving half a mile down the road.

[redacted]

[redacted]

Thank you

O [redacted]

M: [redacted]

E: [redacted]

On 9 Mar 2026, at 13:25, Claire Hunter <[redacted]> wrote:

Hi All

Unfortunately, the travellers are parking back as we speak... we have tried to stop them but they said they are staying.

Claire Hunter

Cluster Manager 5a – Knaresborough

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<Outlook-cd1hzlnz.gif>

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<Outlook-kkxfr1va.png>

<Outlook-twuojndf.jpeg>

<Outlook-wwxmbh5k.png>

<Outlook-lcelh5ak.png>

<Outlook-i3z02jjt.png>

<Outlook-5l23d2kx.png>

<Outlook-0laah35u.png>

TAX INVOICE

Pure Gym

Invoice Date
12 Mar 2026

Invoice Number
0266- Knaresborough S&E 10.03.26

Reference
Serve & Eviction 5th-6th March 2026

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Attendance and serve notice of eviction 09.03.26	1.00	1,350.00	20%	1,350.00
Eviciton of travellers 10.03.2026 10 x Agent 07:00 - 15:00	80.00	125.00	20%	10,000.00
			Subtotal	11,350.00
			TOTAL VAT 20%	2,270.00
			TOTAL GBP	**13,620.00**

Due Date: 11 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0266- Knaresborough S&E 10.03.26
Amount Due	**13,620.00**
Due Date	11 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

From: O [redacted] [From VPEX]
Sent: 14 March 2026 16:38
To: Alison Snowdon <[redacted]>
Cc: Phil Hume <[redacted]>; Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; [redacted]; [redacted]; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>
Subject: Re: Travelers - Knaresborough

Hi All,

Site was fully cleared at 15:30, dog handler is in place until you instruct otherwise.

If you need anything let me know

Thanks

O [redacted]

M: [redacted]

E: [redacted]

On 14 Mar 2026, at 14:47, Alison Snowdon <[redacted]> wrote:

Thanks for the update O [redacted]

Sent from Outlook for iOS

From: O [redacted] <[redacted]> [From VPEX]
Sent: Saturday, March 14, 2026 2:04:49 PM
To: Phil Hume <[redacted]>; Claire Hunter <[redacted]>
Cc: Rick Ohara <[redacted]>; [redacted] <[redacted]>;

[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]Tracey Arneil <[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travelers - Knaresborough

Hi All,

Second caravan is offsite, we will keep pressure on as much as possible to get the site fully cleared asap.

Thank you

O[redacted]

M:[redacted]

E: [redacted]

On 14 Mar 2026, at 13:52, [redacted] wrote: **[From VPEX]**

Hi all,

First caravan leaving 1321.

Our O[redacted] will pick up comms for a while hereafter.

P[redacted]

[redacted]

Vacant Property Experts

M: [redacted]

From: [redacted] **[From VPEX]**
Sent: Saturday, March 14, 2026 11:30:15 am
To: Phil Hume <[redacted]>; Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; O[redacted] <[redacted]>; [redacted] <[redacted]>
Cc: Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travelers - Knaresborough

Hi all,

Served as of 0700 this morning. 5 caravans on site at that point. Time stamped pic attached.

Agents reporting back that the encampment are currently agreeing to start to leaving at 14:30 this afternoon.

P[redacted]

[redacted]

Vacant Property Experts

M:[redacted]

From: Phil Hume <[redacted]>
Sent: Friday, March 13, 2026 9:49:43 pm
To: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; [redacted] <[redacted]>; O[redacted] <[redacted]>; [redacted] <[redacted]>
Cc: Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil

<[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travelers - Knaresborough

H O[redacted] and P[redacted],

As discussed regarding Knaresborough.

Please can you keep us updated on progress.

Many thanks,

Phil Hume

Senior Estate Manager

Regions 3, 4, 5, 14

Direct dial: [redacted]

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<Outlook-se4rdgpx.gif>

<Outlook-4a1jss1t.gif>

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<Outlook-n4tfuwlq.png>

<Outlook-j0wfhesq.png>

<Outlook-o03dbui4.png>



From: Claire Hunter <[redacted]>
Sent: Friday, March 13, 2026 1:25 PM
To: Phil Hume <[redacted]>
Cc: Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; Alison Snowdon <[redacted]>
Subject: Re: Travelers - Knaresborough

Hi Phil

Just to confirm the travellers have just returned. I have tried to speak to them politely & they just completely blanked me.

There are currently 2 on site but more to come

Claire Hunter

Cluster Manager 5a – Knaresborough

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<Outlook-slpk5gno.gif>

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Website: www.puregym.com

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TAX INVOICE

Pure Gym

Invoice Date
18 Mar 2026

Invoice Number
0284 - PG Knaresebrough E&S 14.03.26

Reference
0284 - PG Knaresebrough E&S 14.03.26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Attend & serve notice of eviction	1.00	1,350.00	20%	1,350.00
Eviction 14.03.2026 10no Agent 07:00 - 16:00	90.00	125.00	20%	11,250.00
			Subtotal	12,600.00
			TOTAL VAT 20%	2,520.00
			TOTAL GBP	**15,120.00**

Due Date: 17 Apr 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0284 - PG Knaresebrough E&S 14.03.26
Amount Due	**15,120.00**
Due Date	17 Apr 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
3 Jun 2026

Invoice Number
0350 K9 Units Knaresborough - March 14th - 17th

Reference
March K9s Knaresborough

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP March 14th 13:00 - March 17th 16:00	75.00	23.50	20%	1,762.50
			Subtotal	1,762.50
			TOTAL VAT 20%	352.50
			TOTAL GBP	**2,115.00**

Due Date: 3 Jul 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0350 K9 Units Knaresborough - March 14th - 17th
Amount Due	**2,115.00**
Due Date	3 Jul 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
20 Apr 2026

Invoice Number
0305 - Pure Gym Knaresborough - K9 Units

Reference
PG Knaresborough K9 Unitd

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough- York Rd, Knaresborough HG5 0SP K9 Units on site March March 17th 4pm ongoing 24hour presence for the rest of the month. 17th - 22nd March 135 Hours 23rd - 29th March - 168 Hours 30th - 1st April until 7am - 48 Hours Total 351 Hours	351.00	23.50	20%	8,248.50

Subtotal	8,248.50
TOTAL VAT 20%	1,649.70
TOTAL GBP	**9,898.20**

Due Date: 20 May 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd

[redacted]

Customer	Pure Gym
Invoice Number	0305 - Pure Gym Knaresborough - K9 Units
Amount Due	**9,898.20**
Due Date	20 May 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
2 Jun 2026

Invoice Number
0340 - April K9 units Knaresborough

Reference
K9 Units April - Knaresborough

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym Knaresborough, York Rd, Knaresborough HG5 0SP K9 Units deployed on site in Knaresborough in April From 07:00 on April 1st to 18:00 on April 20th Inc 48H charges for the 24 hour period on BH Friday 3rd & BH Monday on 6th April.	515.00	23.50	20%	12,102.50

Subtotal	12,102.50
TOTAL VAT 20%	2,420.50
TOTAL GBP	**14,523.00**

Due Date: 2 Jul 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0340 - April K9 units Knaresborough
Amount Due	**14,523.00**
Due Date	2 Jul 2026
Amount Enclosed	

Enter the amount you are paying above

Reece Townsend

From: [redacted] [From VPEX]
Sent: 19 March 2026 13:04
To: 'Claire Hunter'; [redacted]; 'Phil Hume'
Cc: 'Alison Snowdon'; 'Rick Ohara'; [redacted]; 'Gabriel Partridge'; 'John Rathmell'; 'Matt Buckley'; 'Tracey Arneil'
Subject: Traveler Sightings - Knaresborough

Good afternoon all

Report from the handler this morning 09:57.
A 4X4 pulling a caravan passed the site and slowed down at the entrance looking in.
The K9 Unit made himself known and the traveller began shouting profanity's at him and then drove away.
They are obviously still in the area scouting for places to move onto but the K9 unit has deterred them.

Thanks

A[redacted]
A[redacted]

VPEX.UK
VACANT PROPERTY EXPERTS

Our Office Opening Hours are: Mon–Wed 8am – 3pm / Thur-Fri 8am – 12pm
M.[redacted]
T.[redacted]
E. [redacted]

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Registered in England No.161 487 23

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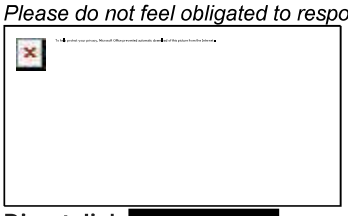
---

From: Claire Hunter <[redacted]>
Sent: 17 March 2026 15:57
To: [redacted]; Phil Hume <[redacted]>
Cc: Alison Snowdon <[redacted]>; Rick Ohara <[redacted]>; [redacted]; [redacted]; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>
Subject: Re: Travelers - Knaresborough

Thanks for the update O[redacted]

Claire Hunter
Cluster Manager 5a – Knaresborough

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Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



From: [redacted] <[redacted]> **[From VPEX]**
Sent: Tuesday, March 17, 2026 3:36 PM
To: Phil Hume <[redacted]>
Cc: Claire Hunter <[redacted]>; Alison Snowdon <[redacted]>; Rick Ohara <[redacted]>; [redacted] <[redacted]>; [redacted] <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>
Subject: Travelers - Knaresborough

Afternoon All,

The lead traveller has been driving past the site and shouting at the dog handler from the vehicle, he has also reported seeing vehicles with caravans driving past the site repeatedly.

I would say this was an attempt to scout the location and park on site again, nothing further at this stage however its now clear to the travellers that security is in place.

Regards

O[redacted]

O[redacted]

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VACANT PROPERTY EXPERTS

M. [redacted]
T. [redacted]
E. [redacted]

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From: [redacted] [From VPEX]
Sent: 23 March 2026 08:43
To: 'Phil Hume' <[redacted]>; 'Claire Hunter' <[redacted]>; [redacted]' <[redacted]>
Cc: 'Alison Snowdon' <[redacted]>; 'Rick Ohara' <[redacted]>; '[redacted]' <[redacted]>; 'Gabriel Partridge' <[redacted]>; 'John Rathmell' <[redacted]>; 'Matt Buckley' <[redacted]>; 'Tracey Arneil' <[redacted]>
Subject: RE: Traveler Sightings - Knaresborough

Good morning all

An update from Knaresborough from our handler on site this weekend:

At 8:38 on Sunday, 2 x Caravans were stopped about 30-40 meters from the main entrance.
While on routine patrol the handler saw this and made himself and his dog known at the entrance area.
A woman exited the caravan to have a good look at the handler, and then returned inside the caravan.
A short while later they drove away while staring at the handler as they drove past.

It seems there are still travellers locally looking for somewhere to park up again but were deterred yesterday morning.

Thanks

A [redacted]

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T. [redacted]
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From: [redacted] <[redacted]> **[From VPEX]**
Sent: 27 March 2026 09:37
To: Phil Hume <[redacted]>; Claire Hunter <[redacted]>; [redacted]
Cc: Alison Snowdon <[redacted]>; Rick Ohara <[redacted]>; [redacted]; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>
Subject: RE: Traveler Sightings **-** Knaresborough

Good morning all

Some feedback from site yesterday.

As our handler was on patrol last night, a caravan entered the site at 8.37pm, Registration J5 ECU.
1 male and 1 female were attempting to park up, our handler made himself and his dog visable, when they saw him they left site without any confrontation.

Thanks

A[redacted]

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From: James Tommey <[redacted]>
Sent: Thursday, May 14, 2026 3:03 PM
To: Phil Hume <[redacted]>; [redacted] <[redacted]>; [redacted] <[redacted]>; Gabriel Partridge <[redacted]>; 'O[redacted] <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>
Subject: Re: Traveler S&E Knaresborough 13.05.26

Hi Team,

I've just had an update from @Gabriel Partridge. Final caravan has now left site as well as the bailiffs. Padlock codes have been changed and barrier is now locked again.

Dog handler will be staying on site until the re enforcement works have been completed.

Thanks

Sent from Outlook for iOS

From: Phil Hume <[redacted]>
Sent: Thursday, May 14, 2026 1:12:46 PM
To: [redacted] <[redacted]>; [redacted] <[redacted]>; Gabriel Partridge <[redacted]>; 'C[redacted]' <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Re: Traveler S&E Knaresborough 13.05.26

Hi P[redacted]

Just to confirm we are closing and locking the gate, we are undertaking some investigations to work out how the got on site so we would like the dog to remain on site for now please.

Many thanks,

Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 14
Direct dial: [redacted]
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From: [redacted] **[From VPEX]**
Sent: 14 May 2026 10:39
To: Phil Hume <[redacted]>; [redacted] <[redacted]>; Gabriel Partridge <[redacted]>; 'C[redacted]' <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Re: Traveler S&E Knaresborough 13.05.26

Morning all,

After a rough start, with initial confrontation, the first caravan leaving site now.

The barriers are open [redacted]

With the barriers open, can you advise if the handler is to remain in situ?

P[redacted]
[redacted]

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M. [redacted]
T. [redacted]
E. [redacted]

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---

From: Phil Hume <[redacted]>
Sent: Thursday, May 14, 2026 10:31 AM
To: a[redacted] <[redacted]>; Gabriel Partridge <[redacted]>; [redacted] <[redacted]>; 'C[redacted]' <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Re: Traveler S&E Knaresborough 13.05.26

Hi A[redacted]

Have the travellers been evicted?

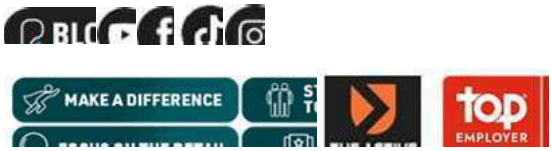
Many thanks,
Phil Hume
Senior Estate Manager
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PGH1-898

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From: [redacted] <[redacted]> **[From VPEX]**
Sent: 13 May 2026 16:26
To: Gabriel Partridge <[redacted]>; Phil Hume <[redacted]>; [redacted] <[redacted]>; 'C[redacted] <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: RE: Traveler S&E Knaresborough 13.05.26

Afternoon all

K9 Unit has been requested will hope to get to site by about 18:00-18:30

[redacted]

On the plus side this family does tend to travel just in that group according to the enforcers so fingers crossed we wont have any issues and the K9 unit should help with that.

Thanks

A[redacted]

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T. [redacted]
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---

From: Gabriel Partridge <[redacted]>
Sent: 13 May 2026 14:09
To: Phil Hume <[redacted]>; [redacted]; 'C[redacted]' <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]m>; James Tommey <[redacted]>
Subject: RE: Traveler S&E Knaresborough 13.05.26

Good afternoon,

I can confirm that the barrier has now been unlocked.

If we could get a K9 unit onsite as well then that would be great.

Kind regards,

Gabriel Partridge
Assistant Gym Manager - Knaresborough

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From: Phil Hume <[redacted]>
Sent: 13 May 2026 13:48
To: [redacted]; [redacted]; 'O[redacted] <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Re: Traveler S&E Knaresborough 13.05.26

Thanks for the update A[redacted]

Gabriel - Please can the barrier be unlocked.

Understanding we need to unlock it, however would this invite more travellers to site?

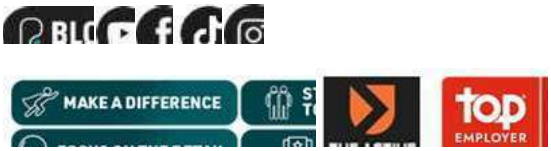
Many thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 14
Direct dial: [redacted]
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From: [redacted] **[From VPEX]**
Sent: 13 May 2026 13:15
To: Phil Hume <[redacted]>; [redacted] <[redacted]>; 'O[redacted]' <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Traveler S&E Knaresborough 13.05.26

Good afternoon all

PGH1-900

Travellers in the four caravans have now been served.
They were quite aggressive towards the [redacted] during service with threats to throw urine over him and spitting at him while paperwork was being handed over.

The team will be onsite at 07:00 tomorrow to carry out the eviction, let us know if you would like a K9 unit onsite overnight.

Also while onsite, L[redacted] noticed the height barrier is padlocked closed - as strange as it sounds, this can be seen as entrapment. [redacted]

If possible, could someone onsite keep the barrier unlocked that would be great.

Thanks

A[redacted]

A[redacted]

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---

From: Phil Hume <[redacted]>
Sent: 13 May 2026 09:22
To: [redacted]; O[redacted] <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>; [redacted]
Subject: Re: Traveler Sightings - Knaresborough *K9 Unit no longer needed*

Hi P[redacted],

Thank you, yes this is fine, the earlier notice the better.

Many thanks,
Phil Hume
Senior Estate Manager
Regions 3, 4, 5, 14
Direct dial: [redacted]
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From: [redacted] **[From VPEX]**
Sent: Wednesday, May 13, 2026 09:00
To: O[redacted] <[redacted]>; Phil Hume <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>; [redacted] <[redacted]>
Subject: Re: Traveler Sightings - Knaresborough *K9 Unit no longer needed*

Hi Phil,

Just to update - we expect to serve at around 1300ish. Our [redacted] will attend.

For transparency - he will be in sportswear due to already being out and about now, otherwise we'd be looking at a late afternoon serve.

While not normal, I hope this is okay as it gets them put on notice earlier.

P[redacted]
Vacant Property Experts

M:[redacted]

From: O[redacted] <[redacted]> **[From VPEX]**
Sent: Wednesday, May 13, 2026 8:20:34 am
To: Phil Hume <[redacted]>
Cc: Claire Hunter <[redacted]>; Rick Ohara <[redacted]>; [redacted] <[redacted]>; Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>; [redacted] <[redacted]>
Subject: Re: Traveler Sightings - Knaresborough *K9 Unit no longer needed*

Hi Phil,

Instruction received and is being actioned, we will confirm updated asap

Thanks

O[redacted]

M:[redacted]
E:[redacted]

> On 13 May 2026, at 07:46, Phil Hume <[redacted]> wrote:
>
> Hi O[redacted] and P[redacted],
>
> Please see below and attached, travellers have returned to Knaresborough.
>
> Please can the team attend and serve notice.
>
> It appears there are 4 caravans and it is the McDonagh's again.
>
> Many thanks,
> **Phil Hume**
> Senior Estate Manager
> Regions 3, 4, 5, 14
> **Direct dial:** [redacted]
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From: Claire Hunter <[redacted]>
Sent: 13 May 2026 07:18
To: Rick Ohara <[redacted]>; Phil Hume <[redacted]>
Cc: Alison Snowdon <[redacted]>; Gabriel Partridge <[redacted]>; John Rathmell <[redacted]>; Matt Buckley <[redacted]>; Tracey Arneil <[redacted]>; James Tommey <[redacted]>
Subject: Re: Traveler Sightings - Knaresborough *K9 Unit no longer needed*

Good Morning All

Just to make you aware the travellers are back in the car park at Knaresborough. I have no idea how they have got in as the padlock is still locked & intact (pic attached).
@Phil Hume can we arrange for notice to be served.
I'm now on AL so would you please liase with my AGM @Gabriel Partridge

Claire Hunter
Cluster Manager 5a – Knaresborough

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PGH1-904

PGH1-905

Reece Townsend

From: [redacted] [From VPEX]
Sent: 15 May 2026 12:01
To: James Tommey; Phil Hume; Gabriel Partridge
Cc: Claire Hunter; Rick Ohara; Alison Snowdon; John Rathmell; Matt Buckley; Tracey Arnell; [redacted]
Subject: Re: Traveler S&E Knaresborough 13.05.26

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hi All,

Following on from yesterday please find eviction report prepared by our [redacted]

EVICTION REPORT

Location: Pure Gym Knaresborough

Date: 14/04/2026

Enforcement Team Arrival: 0700 Hours

Timeline of Events

0700 Hours - Enforcement team arrived on-site.
0710 Hours - Enforcement team woke the travellers, who had been drinking throughout the night and were still under the influence. The main traveller began pulling wires loose from his vehicle's engine in an attempt to prevent the vehicle from leaving the site. Multiple males threatened violence if approached.

Communication

The enforcement team liaised with the gym's duty manager to inform them of the enforcement presence. The team advised that they would maintain a low profile in order to avoid agitating the travellers and to support a peaceful eviction process.

Site Security Concerns

Photographs were sent to the internal VPEX team regarding the following concerns

- The barrier height, which requires lowering as caravans are still able to pass underneath it.
- A vulnerable access point where vehicles are able to drive around the barrier and onto the footpath.

Caravan Removal Timeline

- **1030 Hours:** First caravan removed.
- **1056 Hours:** Second caravan removed.
- **1345 Hours:** Third caravan removed.
- **1412 Hours:** Final caravan vacated the site.

Vehicles Noted

- **EF14 YFA –** Silver 4x4 vehicle observed on-site.

Additional Information

- Travellers relocated approximately four minutes away from Pure Gym and indicated intentions to return over the weekend.
- **1420 Hours:** Enforcement team stood down.
- A K9 unit remained on-site, was fully briefed on duties, and assumed responsibility for controlling the barrier area.

Conclusion

This report outlines the successful removal of trespassing caravans from Pure Gym Knaresborough, together with the incidents encountered during the operation. The enforcement team acted promptly and coordinated effectively with gym management to ensure a safe and controlled resolution to the situation.

Prepared By - L[redacted]

If you need any more information please let me know

Thanks

O[redacted]

M.[redacted]
T.[redacted]
E.[redacted]

O[redacted]

M.[redacted]
T.[redacted]
E.[redacted]

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Pure Gym

Invoice Date
20 May 2026

Invoice Number
0324 - PG S&E Knaresborough 13th -14th May

Reference
Knaresborough S&E May 26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
PureGym Knaresborough, York Rd, Knaresborough HG5 0SP Attend and serve notice to travellers 13.05.26	1.00	1,350.00	20%	1,350.00
Attendance of 8no agents to evict 4no caravans14.05.26 07:00 - 15:00	64.00	125.00	20%	8,000.00
			Subtotal	9,350.00
			TOTAL VAT 20%	1,870.00
			TOTAL GBP	**11,220.00**

Due Date: 19 Jun 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0324 - PG S&E Knaresborough 13th -14th May
Amount Due	**11,220.00**
Due Date	19 Jun 2026
Amount Enclosed	

Enter the amount you are paying above

[redacted] 10/03/2026, 08:07 Knaresborough 6 CLOSED Member Feedback in Need of Response

Reason for Score

[redacted]

Caravans have appeared in the car park recently unfortunately

[redacted] 06/03/2026, 14:45 Knaresborough 7 –

Reason for Score

I would recommend it to friends. However some of the equipment is looking tired particularly the pads on some machines. Also, parking is often an issue with the car park being totally full with people waiting to enter. This has been exacerbated by the second visit from 4 traveller community caravans which take up a lot of car parking spaces. Apart from those issues it's all good. Not that friendly but good overall.

[redacted] 05/03/2026, 22:37 Knaresborough 5 CLOSED Member Feedback in Need of Response

Reason for Score

The car park keeps getting used as a camp site. Multiple caravans and their owner's cars spread out taking up half of the place.

Please install some height restrictions or something.

[redacted] 17/03/2026, 07:55 Knaresborough 7 –

Reason for Score

Please sort out the gypsies. Every month they take over half the car park and then leave their rubbish.


Previous 30 Days Rolling NPS
Time Period: Previous 30 Days (Rolling 30 Days) | Reporting Date: Local Response Date
75
70
65
60
55
50
17 Tue
18 Wed
19 Thu
20 Fri
21 Sat
22 Sun
23 Mon
24 Tue
25 Wed
26 Thu
27 Fri
28 Sat
01 Sun
02 Mon
03 Tue
04 Wed
05 Thu
06 Fri
07 Sat
08 Sun
09 Mon
10 Tue
11 Wed
12 Thu
13 Fri
14 Sat
15 Sun
16 Mon
17 Tue
18 Wed
NPS
Same Period Year Ago
Significant Increase
Significant Decrease
Not Significant

[redacted]

From: Ellie Vines
Sent: Sunday, March 8, 2026 8:18 PM
To: Claire Hunter
Subject: Car Park

Hi Claire,

Hope you're well! 🙂

I know most of our gyms car parks are owned by external companies but wondered if you had any info on this or if there was something you could do.

Do you happen to know which company owns the car park at Knaresborough and I also have this complaint from a non-member:

I would like to speak to someone about the knaresborough branch and the continued use of the car park by travellers. There are currently caravans in the car park again. I live next to the knaresborough pure gym and am fed up by the regular travellers and their caravans in the car park. What is being done to prevent this happening?

They have requested that you reach out to them directly if you know if anything is being done and also with the external company who own the car park. Their email is: [redacted]

Best wishes,
Ellie Vines (She/Her)

Member Services Advisor

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PGH1-912

[redacted]

From: [redacted]
Sent: Monday, March 9, 2026 2:18 PM
To: Claire Hunter
Subject: Re: Pure Gym - Knaresborough

Thanks for your prompt response.
As I'm sure you are aware they are back again already! That's less than a week gap between visits.
Is the plan for a barrier not happening at all or just delayed?
Kind regards
[redacted]

On 9 Mar 2026, at 14:13, Claire Hunter wrote:

Hi

Thank you for getting in touch and for raising your concerns. We completely understand how frustrating this situation must be, particularly as you live so close to the gym.

Whenever we are made aware of unauthorised vehicles or caravans on site, we do report this immediately to the relevant authorities so that action can be taken. In most cases, arrangements are made for them to be moved on as quickly as possible, typically within around 24 hours.

We appreciate that this has happened on more than one occasion and understand the concern it causes for local residents and members. Please be assured that we continue to report each incident and with our property team to have the situation resolved as quickly as possible when it occurs. We had plans for a barrier to be installed but due to pipework we were unable to do this, hence we are looking for an alternative.

Thank you again for contacting us and bringing this to our attention.

Claire Hunter
Cluster Manager 5a – Knaresborough
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PGH1-915







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About PureGym Sheffield City Centre South

Exciting news! We're continuously investing in our clubs so that PureGym members have access to the latest and most innovative equipment. We're pleased to share that your PureGym has just received:

- **Matrix Magnum Plate-loaded Lat Pull Down:** from beginner to bodybuilder, this piece of kit supports everyone's fitness journey, training your arms alongside your back & core

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

PGH1-917

muscles. A core benefit of this machine is its ability to target muscle weakness on one side by making that muscle work harder.

- **Matrix Magnum Plate-loaded Seated Row:** designed to maximise strength in the arms, back & shoulders
- **Brand new upgraded benches**

If you've been searching high and low for a cheap gym in Sheffield that is perfect for your fitness and your finances then you've come to the right place. We've packed this gym in Sheffield (situated near Sheffield Hallam Uni) with top-quality kit and there are plenty of free fitness classes for you to enjoy. We're open 24 hours a day, membership is contract free and we have **free on-site parking***.

View all of our Sheffield gyms: Gyms in Sheffield

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Rehydrate with Sports Water
Sugar-free soft drink with essential vitamins

Free Wifi
Stay online in the gym

220+ Pieces of Kit
The best gym machines for weight loss and toning

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

Member Benefits
Special discounts for being a PureGym member!

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-918

360 virtual tour of Sheffield City Centre South Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

View Classes

PGH1-919

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Helene Garnett
Gym Manager



Abde Zenaf
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

If you're coming by car, pop **S2 4BA** into your SatNav and park in the free on-site car park for two-and-a-half hours by logging your car details on the pod in the foyer.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

PGH1-920

View directions to gym

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Get to know us

Help & Support

Company

Serious Stuff

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GET IT ON Google Play

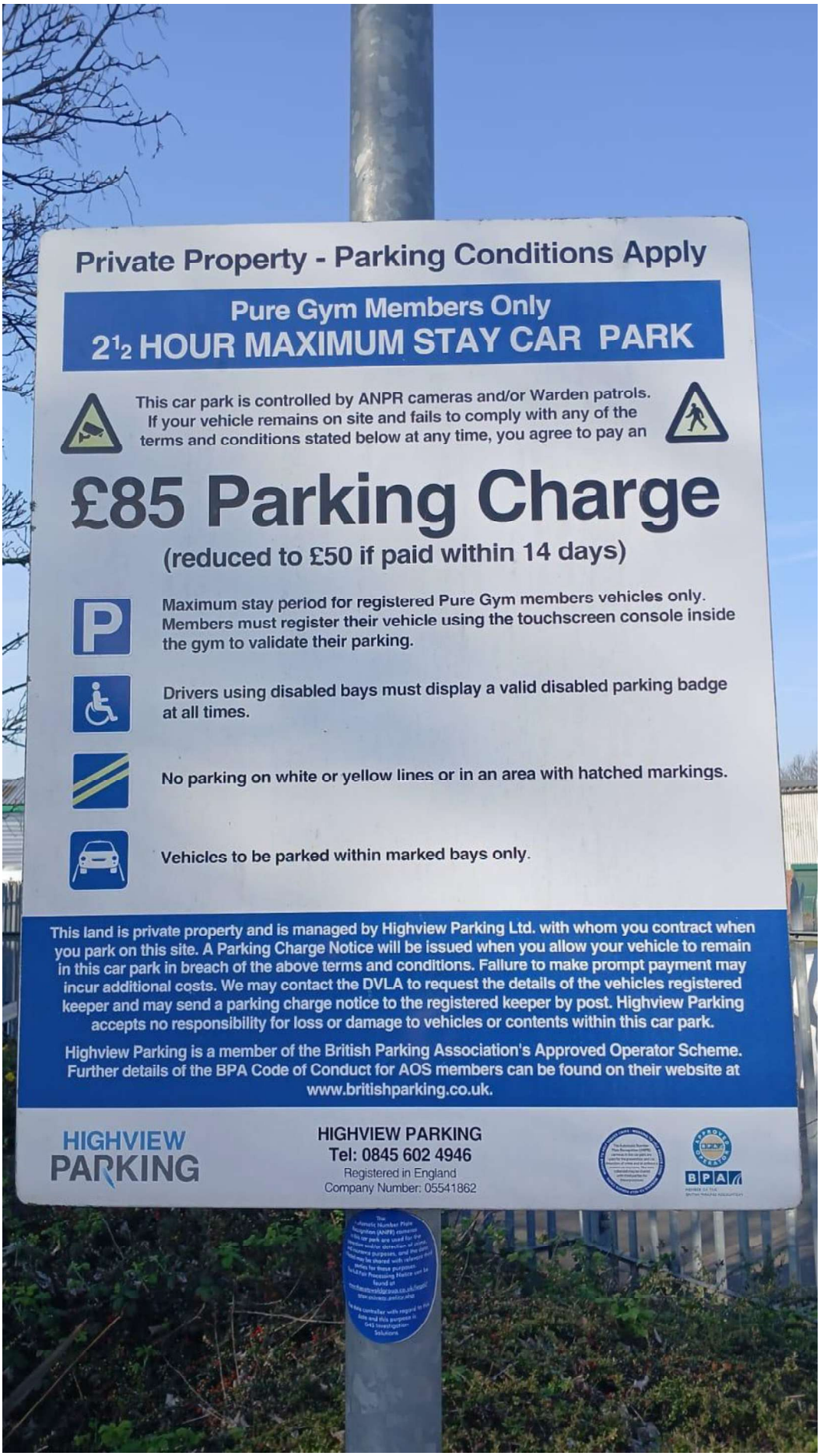
Download the PureGym app

Follow us

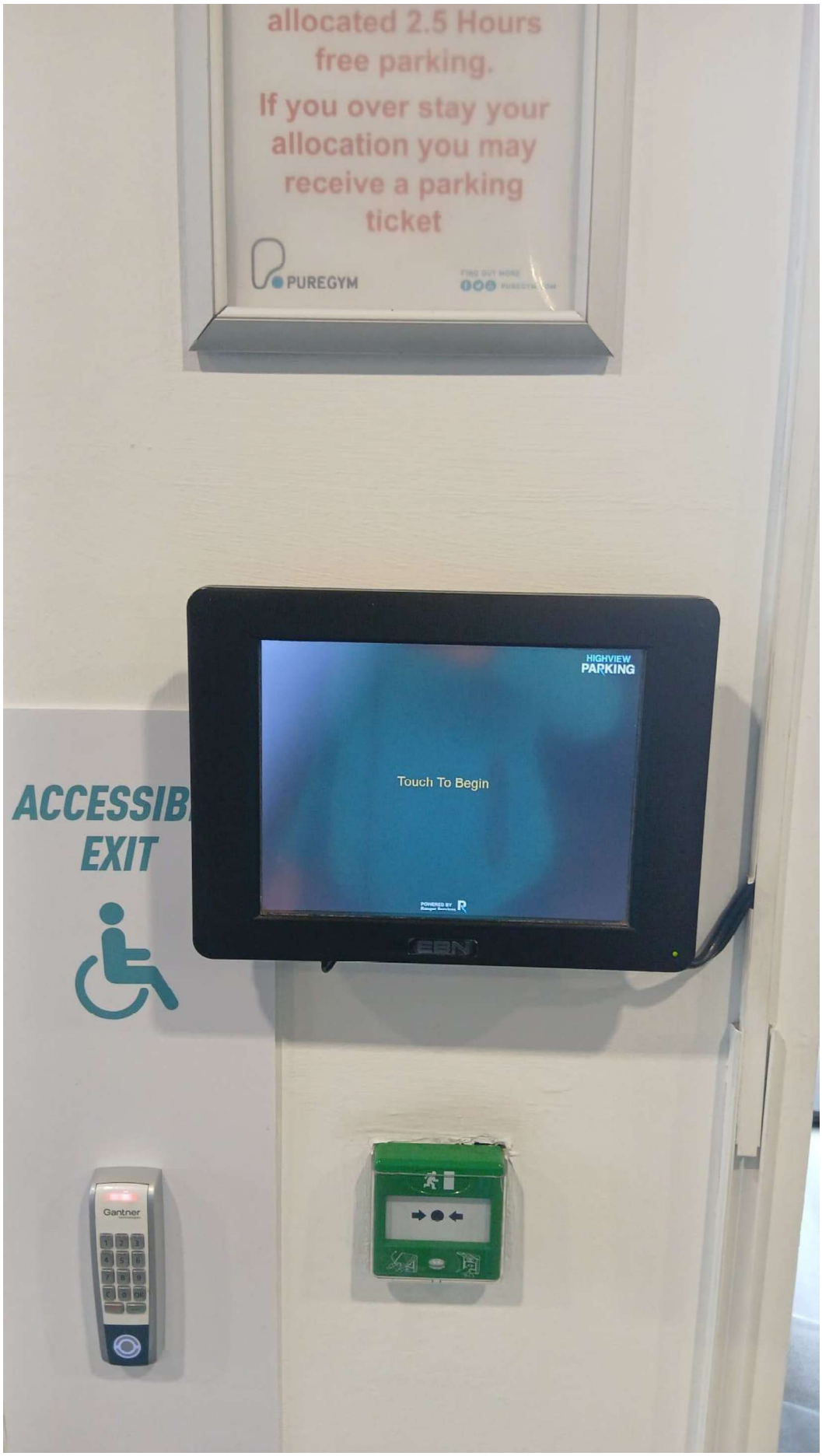
© 2026 Pure Gym Limited.

Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-9211


Private Property - Parking Conditions Apply
Pure Gym Members Only
2½ HOUR MAXIMUM STAY CAR PARK
This car park is controlled by ANPR cameras and/or Warden patrols. If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an
£85 Parking Charge
(reduced to £50 if paid within 14 days)
Maximum stay period for registered Pure Gym members vehicles only. Members must register their vehicle using the touchscreen console inside the gym to validate their parking.
Drivers using disabled bays must display a valid disabled parking badge at all times.
No parking on white or yellow lines or in an area with hatched markings.
Vehicles to be parked within marked bays only.
This land is private property and is managed by Highview Parking Ltd. with whom you contract when you park on this site. A Parking Charge Notice will be issued when you allow your vehicle to remain in this car park in breach of the above terms and conditions. Failure to make prompt payment may incur additional costs. We may contact the DVLA to request the details of the vehicles registered keeper and may send a parking charge notice to the registered keeper by post. Highview Parking accepts no responsibility for loss or damage to vehicles or contents within this car park.
Highview Parking is a member of the British Parking Association's Approved Operator Scheme. Further details of the BPA Code of Conduct for AOS members can be found on their website at www.britishparking.co.uk.
HIGHVIEW PARKING
HIGHVIEW PARKING
Tel: 0845 602 4946
Registered in England
Company Number: 05541862
BPA

PGH1-922


allocated 2.5 Hours
free parking.
If you over stay your
allocation you may
receive a parking
ticket
PUREGYM
HIGHVIEW
PARKING
Touch To Begin
ACCESSIB
EXIT
Gantner

PGH1-923

TAX INVOICE

Pure Gym

Invoice Date
20 Nov 2025

Invoice Number
Invoice 0158

Reference
Pure gym Sheffield S2
4BA - Same Day Removal

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Same Day Eviction - Sheffield S2 4BA Same day serve and eviction notice	1.00	1,350.00	20%	1,350.00
4no Agents on site 08:00 - 14:00	24.00	125.00	20%	3,000.00
			Subtotal	4,350.00
			TOTAL VAT 20%	870.00
			TOTAL GBP	**5,220.00**

Due Date: 20 Dec 2025

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	Invoice 0158
Amount Due	**5,220.00**
Due Date	20 Dec 2025
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
9 Dec 2025

Invoice Number
Invoice 0176

Reference
SDE 06.12.25 Pure Gym Sheffield

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Same Day Eviction - Sheffield 06.12.25 Attend & Serve	1.00	1,350.00	20%	1,350.00
9no Agents on site 08:00 - 19:00	99.00	125.00	20%	12,375.00
			Subtotal	13,725.00
			TOTAL VAT 20%	2,745.00
			TOTAL GBP	**16,470.00**

Due Date: 8 Jan 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	Invoice 0176
Amount Due	**16,470.00**
Due Date	8 Jan 2026
Amount Enclosed	

Enter the amount you are paying above

ZORA DEFENCE

WEDNESDAY 17/12/25

TO OCCUPANTS AT:

Land in and around Pure GYM

MANTON ST, SHEFFIELD, S24BA

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
19 Dec 2025

Invoice Number
0178

Reference
Sheffield Site S" - Serve & Evicition

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Same Day Eviction - Sheffield	1.00	1,350.00	20%	1,350.00
8 Agents on site 07:00 - 19:00	96.00	125.00	20%	12,000.00
			Subtotal	13,350.00
			TOTAL VAT 20%	2,670.00
			TOTAL GBP	**16,020.00**

Due Date: 18 Jan 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0178
Amount Due	**16,020.00**
Due Date	18 Jan 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
23 Jan 2026

Invoice Number
0214

Reference
K9 Units PG Sheffield

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Sheffield S2 4BA K9 Units deployed and on site. 18.12.2025 to 27.12.2025 Days 06:00 - 18:00 Nights 18:00 - 06:00	255.00	23.50	20%	5,992.50

Subtotal	5,992.50
TOTAL VAT 20%	1,198.50
TOTAL GBP	**7,191.00**

Due Date: 22 Feb 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0214
Amount Due	**7,191.00**
Due Date	22 Feb 2026
Amount Enclosed	

Enter the amount you are paying above

ZORA DEFENCE

WEDNESDAY 8/1/26

TO OCCUPANTS AT:

Land in and around Pure GYM

MANTON ST, SHEFFIELD, S24BA

TO VACATE LAND/SITE

We act for PURE GYM /owner of the land upon which you are trespassing.

PURE GYM have now handed Zora Defence Ltd the management of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately
If you fail to do, PURE GYM will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst exercises their right of removal to ensure that there is no breach of peace.

Neither PURE GYM or Zora Defence Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of Zora Defence Ltd

TAX INVOICE

Pure Gym

Invoice Date
12 Jan 2026

Invoice Number
0209 - SDE Sheffield Site S2 4BA

Reference
Pure Gym Sheffield - Traveller Eviction

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Same Day Eviction - Sheffield To Attend & Serve on 08.01.26	1.00	1,350.00	20%	1,350.00
Enforcement agents attendance on 09.01.26. 8no Agents 08.00 - 20:00 until site cleared	96.00	125.00	20%	12,000.00
			Subtotal	13,350.00
			TOTAL VAT 20%	2,670.00
			TOTAL GBP	**16,020.00**

Due Date: 11 Feb 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	0209 - SDE Sheffield Site S2 4BA
Amount Due	**16,020.00**
Due Date	11 Feb 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
6 Feb 2026

Invoice Number
INV-0229

Reference
PG Sheffield K9 Units

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Sheffield S2 4BA Charge for K9 Units deloyed and on site from 09.01.26 - 31.01.26 Days 07:00 - 19:00 Night 19:00 - 07:00	541.50	23.50	20%	12,725.25

Subtotal	12,725.25
TOTAL VAT 20%	2,545.05
TOTAL GBP	**15,270.30**

Due Date: 8 Mar 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0229
Amount Due	**15,270.30**
Due Date	8 Mar 2026
Amount Enclosed	

Enter the amount you are paying above

TAX INVOICE

Pure Gym

Invoice Date
16 Feb 2026

Invoice Number
INV-0243

Reference
PG Sheffield K9 Units Feb 26

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Pure Gym - Sheffield S2 4BA Charge for K9 Unit on Pure Gym Sheffiled site from 01/02/26 - 09/02/26	202.25	23.50	20%	4,752.88
			Subtotal	4,752.88
			TOTAL VAT 20%	950.58
			TOTAL GBP	**5,703.46**

Due Date: 18 Mar 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	INV-0243
Amount Due	**5,703.46**
Due Date	18 Mar 2026
Amount Enclosed	

Enter the amount you are paying above

York Gym

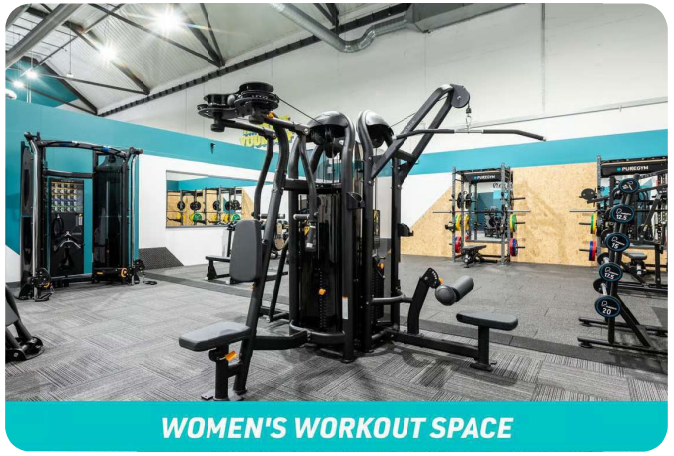
Stirling Road, YO30 4TU Directions from me

Join

Upgraded club with a brand new women's workout space!

PGH1-933







Membership options

Off-Peak	Core	Plus Best value
Plan includes	Plan includes	Everything in Core, plus...

Upgraded club with a brand new women's workout space!

PGH1-934

Book classes 8 days in advance

£17.99
per month + £10 joining fee

Join now >

Book classes 8 days in advance

£23.99
per month + £10 joining fee

Join now >

Book classes 14 days in advance
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

£29.99
per month + £10 joining fee

Join now >

All plans have...

✓ No contract - Cancel any time ✓ Classes in all plans

Compare Plans



Upgraded club with a brand new women's workout space!

PGH1-935

About PureGym York

Great News! Your gym has been upgraded!

The upgrade includes...

- **Brand new women's workout space with a dedicated stretch area, lifting zone with squat racks and a free weights area with adjustable benches, dumbbells up to 30kg and a smith machine. Plus, we have a mix of upper and lower body focused fixed pin equipment along with plenty of glute focused machines including the BootyBuilder V8, a BootyBuilder standing hip thrust and a glute kickback machine!**
- **More free weights with way more equipment including 6 new lifting stations, a plate loaded lat pull down machine, a vertical incline chest press, a perfect squat machine and standing hip thrust machine.**
- **Upgraded stretch area with new kit.**
- **Upgraded functional area with a new double track and wall ball target wall with all new kit!**
- **Upgraded cycle studio.**
- **Upgraded fixed pin and cable equipment including a new BootyBuilder V8, a seated leg curl and a glute kickback machine.**
- **Brand new look and feel fitness studio.**

Give yourself a health kick at our great-value gym in York where everyone and every body is welcome. Not only do we have low-cost membership, we are open 24 hours, have loads of top-quality kit and enough free fitness classes to keep you motivated. Oh, and we nearly forgot! Our membership is contract free, so you can come and go whenever you please. We also offer **free parking***, Interested? We thought you might be!

Gym Hours

24 hours/day, 7 days a week

Features

Free Parking
Park for free while you train

No Contract
Cancel anytime

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

Member Benefits
Special discounts for being a PureGym member!

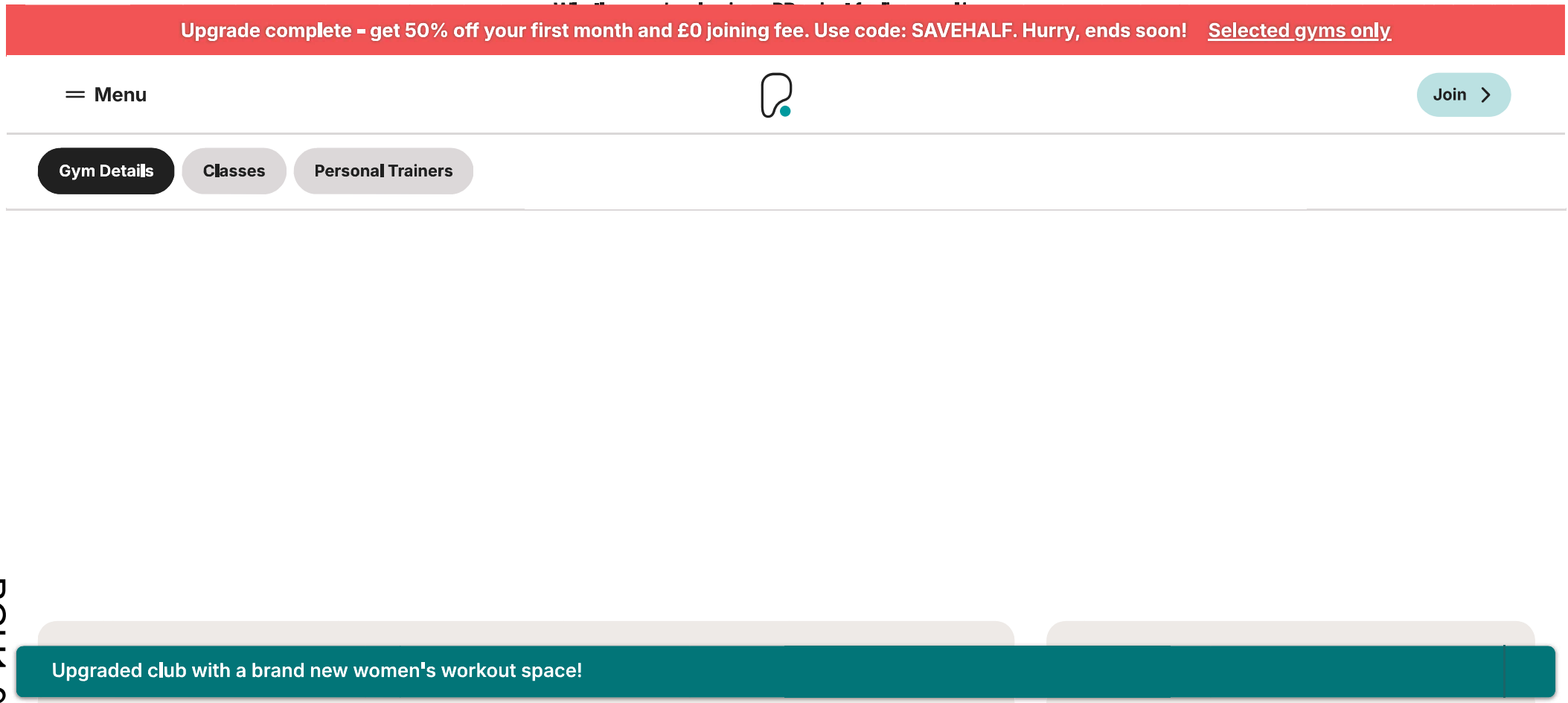
Upgraded club with a brand new women's workout space!

PGH1-936

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Made for how you move



PGH1-937

360 virtual tour of York Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Tom Hughes
Gym Manager



Kamdibe
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Upgraded club with a brand new women's workout space!

PGH1-938

Getting to PureGym

Driving

Pop **YO30 4TU** into your SatNav and park in the on-site free parking.

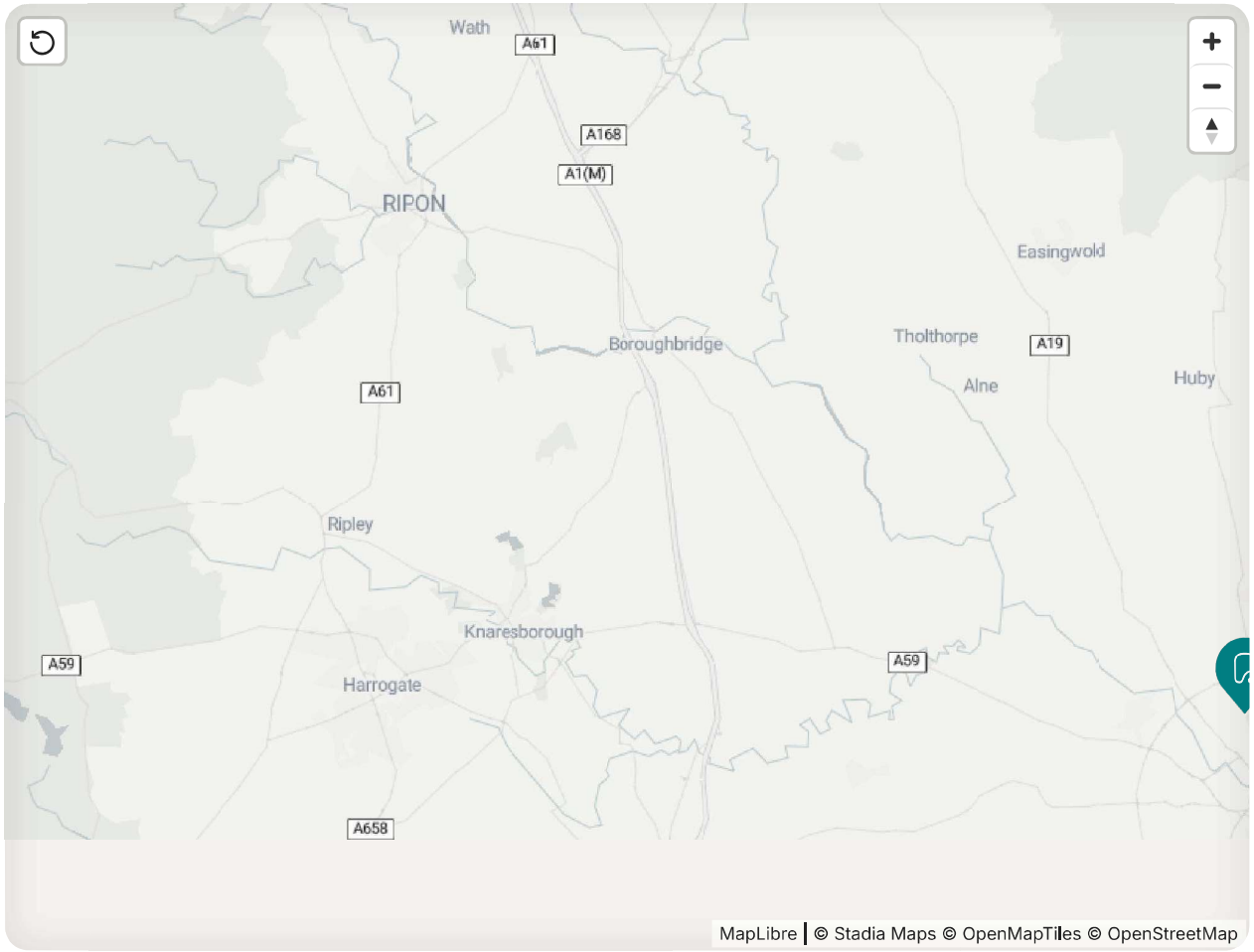
*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

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Upgraded club with a brand new women's workout space!

PGH1-939

Company

Serious Stuff

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PGH1-940

Upgraded club with a brand new women's workout space!

Reece Townsend

From: Tom Hughes <[redacted]>
Sent: 18 May 2026 12:31
To: O[redacted]
Cc: John Rathmell; Phil Hume; Claire Hunter; Rick Ohara; [redacted]; Alison Snowdon; Matt Buckley; Tracey Arneil; James Tommey; Kamdibe Madueke
Subject: RE: Traveler Sightings - Knaresborough *K9 Unit no longer needed*

Hi All,

Now 4, I can imagine these are the same four from Knaresborough.

Kind Regards,
Tom Hughes
Gym Manager - York

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.

PUREGYM

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY



On 18 May 2026, at 09:06, John Rathmell <[redacted]> wrote:

Good morning All,

It looks like the travellers are now at the York puregym site (see attached photos)

@Phil Hume please could we arrange for notice to be served

Kind Regards

John Rathmell
Cluster Manager 5D
(Halifax, Leeds North, Leeds South, Leeds Regent Street, Leeds Kirstall Bridge)

At PureGym we value and respect flexible work arrangements.
Please do not feel obligated to respond outside of your normal working hours.
<image001.gif>
Direct dial: [redacted]

Website: www.puregym.com

Address: Pure Gym Ltd, First Floor, 10-14 White Lion Street, London, N1 9PD / PureGym, Town Centre House, Merrion Centre, Leeds LS2 8LY

<image002.png>

<image003.png>

<image004.png>
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<image008.png>

Reece Townsend

From: [redacted] [From VPEX]
Sent: 26 May 2026 16:49
To: Phil Hume
Subject: York Eviction Report

Hi Phil,

Information on York as follows;

Site Information

Location: Pure Gym York

Notice Served: 18/05/2026 – 1242 Hours

Eviction Date: 19/05/2026

Enforcement Team Arrival: 0800 Hours

Timeline of Events
0800 Hours

Enforcement team arrived on-site.

0800 Hours

Enforcement team spoke with the travellers and agreed a departure time of approximately 1700 hours. Only one vehicle was available to tow four caravans. The same family has been identified as frequenting the area again.

Communication

The enforcement team spoke with the gym's duty manager and provided updates regarding the progress of the eviction.

Photos

Photographs were sent to the VPEX group for records and site updates.

Caravan Removal Timeline

- **0927 Hours:** First caravan removed.
- **1311 Hours:** Second caravan removed.
- **1524 Hours:** Third caravan removed.
- **1745 Hours:** Final caravan vacated the site.

Vehicles Noted

- **EF14 YFA –** Silver 4x4 vehicle observed on-site.

Additional Information

- Multiple caravans and vans were observed parked on Stirling Road. These were confirmed not to be associated with the same family involved in the eviction.

Conclusion

This report outlines the successful eviction carried out at Pure Gym York. The enforcement team maintained communication with site management throughout the operation and ensured the peaceful departure of the travellers from the site. Continued monitoring of the area is recommended due to the repeat presence of the same family within the locality.

Prepared By

L[redacted]

[redacted]

O[redacted]

[redacted]

VPEX.

[redacted]

T. [redacted]

E. [redacted]

Help the environment – please don't print this email unless you really need to!

Registered Office: [redacted]
Registered in England No.161 487 23

This email and any attachments are confidential and intended solely for the named recipient; if you have received it in error, please notify the sender immediately and delete it from your system

TAX INVOICE

Pure Gym

Invoice Date
28 May 2026

Invoice Number
Invoice 0336 -PG York S&E 18th-19th May

Reference
Serve & Eviction

VAT Number
488365830

Vacant Property Experts Ltd
[redacted]

Description	Quantity	Unit Price	Discount	VAT	Amount GBP
Pure Gym York Attend & Serve 18.05.26	1.00	1,350.00		20%	1,350.00
Pure gym York - Attend and Evict 8no Agents 08:00 - 18:00	80.00	125.00	0.00	20%	10,000.00
				Subtotal	11,350.00
				TOTAL VAT 20%	2,270.00
				TOTAL GBP	**13,620.00**

Due Date: 27 Jun 2026

Payment Details:
[redacted]

PAYMENT ADVICE

To: Vacant Property Experts Ltd
[redacted]

Customer	Pure Gym
Invoice Number	Invoice 0336 -PG York S&E 18th-19th May
Amount Due	**13,620.00**
Due Date	27 Jun 2026
Amount Enclosed	

Enter the amount you are paying above


1 to 99
Woodgrove Court
1 9
Hague Court
PETER STREET
TALBOT STREET
GROSVENOR STREET
YEOMAN CLOSE
FOLD MEWS
Superstore
Factory
Garage
SMITHY STREET
ANGEL STREET
Depot
POWNALL STREET
Car Park
LONDON ROAD
BUXTON STREET
COMMERCIAL ROAD
SPRINGFIELD AVENUE
SPRING GARDENS
HAZEL STREET
SHORT STREET
LYME ST
Hazel Grove
United Reform
Church
PH
CROWN COURT
Bank
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89.6m
89.9m
50m
100m
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PGH1-946

These are the notes referred to on the following official copy

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Docusign Envelope ID: BD96E4D2-DC40-4AF2-A529-22DEB89B4277

DATED 23 May **2025**

WALNUT GARDENS LIMITED

and

PURE GYM LIMITED

Lease

relating to

Property previously known as Marks & Spencer Plc, Commercial Road, Hazel Grove, Stockport SK7 4BG

---

www.teeslaw.com

Tees House 95 London Road Bishop's Stortford CM23 3GW DX 50404 BISHOP'S STORTFORD

REF: KXP/Walnut/182267-9

Offices also at: Brentwood, Cambridge, Chelmsford, Royston and Saffron Walden

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LR1. Date of lease

23 May 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM405948

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

WALNUT GARDENS LIMITED

1 Library Place, St Helier, Jersey, JE2 3NL

Company number OE005644

Tenant

PURE GYM LIMITED

Town Centre House, Merrion Centre, Leeds, LS2 8LY

Company number 06690189

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to GM405948.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this Lease.

LR7. Premium

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None.

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None.

LR9.3 Landlord's contractual rights to acquire this Lease

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The easements set out in paragraph 1 of Schedule 2 to this Lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

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THIS LEASE IS DATED 23 May **2025**

PARTIES

(1) **WALNUT GARDENS LIMITED** incorporated and registered in the British Virgin Islands with company number 1652556 (also registered at companies house in England and Wales under company number OE005644) whose overseas entity address is Mill Mall Suite 6, Wickhams Cay One, PO Box 3085, Road Town, Tortola, British Virgin Islands and whose service address is 1 Library Place, Royal Square, St Helier, Jersey, JE2 3NL (**Landlord**); and

(2) **PURE GYM LIMITED** incorporated and registered in England and Wales with company number 06690189 whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY (**Tenant**).

BACKGROUND

(A) The Landlord is the freehold owner of the Property.

(B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this Lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

Annual Rent: rent at a rate of:

(a) £135,000.00 per annum until 22 May 2030 ; and then

(b) as revised under Schedule 4 and any interim rent determined under the LTA 1954.

Authorised Person: any:

(a) undertenant or person deriving title under the Tenant;

(b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

(c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 15 years from and including 23 May 2025 to and including .

Default Interest Rate: 4% per annum above the Interest Rate.

Development Restrictions: in exercising the rights pursuant to Schedule 2:-

(a) any diminishment, obstruction or interference to the right of such right or other easements appertaining to or enjoyed by the Property shall not have a

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materially adverse effect on the use of the Property and the business operated therefrom upon the completion of any works or redevelopment;

(b) there is no permanent material interference with the Tenant's use of the Property in accordance with the terms of this Lease;

(c) all reasonable endeavours are taken to minimise any interference or obstruction to the Property or diminishment to the rights enjoyed at the Property by building work, scaffolding, noise, dust, vibration (having had regard to the Tenant's suggestions in relation to limiting any such interference, obstructions or diminishment);

(d) all damage to the Property is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

the Landlord uses reasonable endeavours to complete any work or redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals).

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

Environment: the natural and man-made environment, including all or any of the following media, namely air (including air within buildings and air within other natural man-made structures above or below ground), water (including water under or within land or drains or sewers) and land and any living organisms (including man) or systems supported by those media.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

(a) glass in the shopfront of the Property; and

(b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

Existing Contamination: any Hazardous Substance present on or before the commencement of this Lease within the soil and/or groundwater of the Property.

Expert: an independent surveyor:

(a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

(b) with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and

(c) appointed in accordance with paragraph 4 of Schedule 4.

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Group Company: a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.

Harm: significant harm to the Environment.

Hazardous Substance: any material, substance or organism which, alone or in combination with others, is capable of causing Harm.

Insolvency Event: subject to clause 1.15, any one or more of the following:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

(f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

(i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

(j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

(k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of:

(a) the gross reasonable and proper cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in

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insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this Lease;

(b) the gross reasonable and proper cost of the premium after any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

(c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition

provided in each case such insurances shall be put in place at commercially competitive rates.

Insured Risks: (except to the extent any of the following are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, terrorism, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Conveyancers: Stanley Tee LLP trading as Tees, Tees House, 95 London Road, Bishop's Stortford, Hertfordshire CM23 3GW (Ref: KXP/Walnut/182267-9) or such other conveyancers as may be confirmed from time to time by the Original Landlord to the Tenant.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

MEES Regulations: Energy Efficiency (Private Rented Property) (England and Wales) regulations 2015(2015/962) Standards regulations

New Contamination: any Hazardous Substance first present at in on under or migrating to or from the Property after the date of commencement of this Lease.

Original Tenant: Pure Gym Limited (company number 06690189).

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Original Landlord: Walnut Gardens Limited (overseas entity company number OE005644).

Permitted Use: use as a health and fitness facility 24 hours a day, seven days a week within Use Class E of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this Lease was granted) or such other use within Use Class E of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this Lease was granted) to which the Landlord has given consent (such consent not to be unreasonably withheld or delayed).

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the property described in Schedule 1.

Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

Property Plan: the plan annexed to this Lease at Appendix A and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

(a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

(b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this Lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: subject to paragraph 4.3 of Schedule 5,
. 23 August 2025

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

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Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term and any statutory continuation of this Lease.

Termination Date: the date on which this Lease determines (however it determines).

Third Party Rights: the matters set out in Schedule 3.

Transaction: is:

(a) any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it;

(b) the creation of any underlease or other interest out of this Lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and Uninsured Risk means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

Written Replies: subject to clause 1.21, are any:

(a) written replies that Stanley Tee LLP has given before the date of the agreement for lease made between the parties hereto to any written enquiries raised by Howard Kennedy LLP; or

(b) written replies to written enquiries given before the date of the agreement for lease made between the parties hereto by Stanley Tee LLP to Howard Kennedy LLP.

1.2 A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 The Schedules form part of this Lease and shall have effect as if set out in full in the body of this Lease. Any reference to **this Lease** includes the Schedules.

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1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.

1.6 A reference to:

1.6.1 the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease;

1.6.2 the **Tenant** includes a reference to its successors in title and assigns; and

1.6.3 a **guarantor** is a reference to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.

1.7 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined (except as to questions of law) by the Landlord's surveyor acting reasonably.

1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

1.12 References to:

1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 47.1;

1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 47.3; and

1.12.3 any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this Lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

1.13 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as

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illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 For the purposes of the definition of **Insolvency Event**:

1.15.1 where any of the paragraphs in that definition apply in relation to:

1.15.1.1 a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and

1.15.1.2 a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

1.15.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

1.16 Except in relation to clause 1.21, a reference to **writing** or **written** excludes fax and email.

1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.19 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.20 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.21 For the purposes of the definition of **Written Replies**, **written replies** and **written enquiries** include:

1.21.1 any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the Commercial Property Standard Enquiries 1 (version 4.0) and 3 (version 3.1) and include enquiries or replies so requested or given by email; and

1.21.2 any pre-contract enquiries and replies that were sent or received by email: [redacted] and [redacted].

1.22 If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

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2. GRANT

2.1 The Landlord lets the Property to the Tenant:

2.1.1 for the Contractual Term;

2.1.2 with full title guarantee;

2.1.3 excepting and reserving the Reservations; and

2.1.4 subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

2.2.1 the Annual Rent;

2.2.2 the Insurance Rent;

2.2.3 all interest payable under this Lease;

2.2.4 all other sums payable under this Lease; and

2.2.5 all VAT chargeable on the other rents set out in this clause 2.2.

3. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this Lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995.

4. PAYMENT OF ANNUAL RENT

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

4.1 the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

4.2 that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. PAYMENT METHOD

The Tenant must pay the Annual Rent and all other sums payable under this Lease by:

5.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

5.2 where electronic transfer is not possible any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. NO SET-OFF

The Tenant must pay the Annual Rent and all other sums payable under this Lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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7. INTEREST

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid by its due date (whether it has been formally demanded or not in the case of Annual Rent), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. RATES AND TAXES

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord which shall not be unreasonably withheld or delayed.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief of exemption that the Landlord has lost.

9. UTILITIES

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws relating to the supply and removal of Utilities to or from the Property.

10. COMMON ITEMS

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. COSTS

The Tenant must pay on demand and on a full indemnity basis (save in respect of clause 11.5 where the costs shall be reasonable and proper only) the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in proper contemplation of, any of the following:

11.1 the enforcement of the tenant covenants of this Lease;

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11.2 serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

11.3 serving any notice in connection with this Lease under section 17 of the LTCA 1995;

11.4 the preparation and service of a schedule of dilapidations in connection with this Lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or

11.5 any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. PROHIBITION OF DEALINGS

Except as expressly permitted by clause 13, clause 14 and clause 15, the Tenant must not:

12.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this Lease or the Property;

12.2 assign, part with or share any of the benefits or burdens of this Lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

12.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership).

13. ASSIGNMENTS

13.1 The Tenant may assign the whole of this Lease with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

13.2.1 where reasonably required (it being acknowledged it shall be reasonably required where the incoming assignee is of lesser financial standing than the outgoing Tenant) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

13.2.1.1 is in respect of all the tenant covenants of this Lease;

13.2.1.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

13.2.1.3 imposes principal debtor liability on the assignor;

13.2.1.4 requires (in the event of a disclaimer of this Lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

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13.2.1.5 is otherwise in a form reasonably required by the Landlord;

13.2.2 where reasonably required a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;

13.2.3 where reasonably required a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this Lease in favour of the Landlord in such form as the Landlord may reasonably require; or

13.2.4 where reasonably required a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

13.3.1 the Annual Rent or any other sum due under this Lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding; or

13.3.2 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this Lease.

13.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. UNDERLETTING

14.1 The Tenant may underlet the whole of the Property in accordance with this clause 14 and with the consent of the Landlord (such consent not to be unreasonably withheld).

14.2 The Tenant must not underlet the whole of the Property:

14.2.1 together with any property, or any right over property, that is not included within this Lease;

14.2.2 at a fine or premium or reverse premium;

14.2.3 allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;

14.2.4 unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);

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14.2.5 for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;

14.2.6 unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it; and

14.2.7 unless (if reasonably required by the Landlord) a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of the underlease in favour of the Landlord in such form as the Landlord may reasonably require.

14.3 Any underletting by the Tenant must include:

14.3.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease (where the underlease was required to be contracted out under clause 14.2.4);

14.3.2 the reservation of a rent which is not less than the passing rent at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Annual Rent under this Lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 14.2.3);

14.3.3 provisions for the review of rent at the same dates and on the same basis as the review of the Annual Rent in this Lease unless the term of the underlease is five years or less;

14.3.4 a covenant by the undertenant not to:

14.3.4.1 (except on the same terms as this Lease (but made applicable to the undertenant and the underlease)) assign or charge the whole or any part of the underlease;

14.3.4.2 (except on the same terms as this Lease (but made applicable to the undertenant and the underlease)) part with, share possession or share occupation of the whole or any part of the underlet property;

14.3.4.3 underlet the whole or part only of the underlet property;

14.3.4.4 assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;

14.3.4.5 hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership); and

14.3.4.6 if the underlease permits the undertenant to assign the underlease) assign the underlease without first procuring a direct covenant in favour of the Landlord to observe and

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perform the covenants in the underlease and any document that is collateral or supplemental to it;

14.3.5 a covenant by the undertenant to comply with the terms of this Lease except the covenant to pay the Annual Rent; and

14.3.6 provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this Lease.

14.4 Any underletting by the Tenant must otherwise be:

14.4.1 by deed;

14.4.2 consistent with and include tenant covenants no less onerous than those in this Lease excluding the covenant in this Lease to pay the Annual Rent; and

14.4.3 in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed).

14.5 In relation to any underlease granted by the Tenant, the Tenant must:

14.5.1 not vary the terms of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed);

14.5.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

14.5.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

15. SHARING OCCUPATION

15.1 The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement and any such Group Company shall only carry on the same trade or business within the Permitted Use as that authorised by this Lease.

15.2 In addition to the right to share occupation of the Property pursuant to clause 15.1, the Tenant may share occupation of the Property with one other person if, and for so long as, the following conditions are satisfied:

15.2.1 the identity of the other occupier and the terms of the arrangement are first approved by the Landlord;

15.2.2 the other occupier occupies part of the Property to trade from it for the purposes of a trade that is separate from that of the Tenant;

15.2.3 the other occupier uses the relevant part of the Property only for the Permitted Use or such other use for which the Landlord has first granted its consent;

15.2.4 the other occupier occupies no more than 30% of the internal floor area of the Property;

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15.2.5 the Tenant remains in occupation of the remainder of the Property and the Property retains the appearance of one retail unit in single occupation at all times;

15.2.6 the arrangement is by way of licence, is personal to the parties and does not create any relationship of landlord and tenant; and

15.2.7 the arrangement is consistent with the terms of this Lease and is documented in writing.

16. CHARGING

The Tenant may charge the whole of the Property to a bona fide lending institution with the prior written consent of the Landlord which should not be unreasonably withheld or delayed.

17. NOTIFICATION AND REGISTRATION OF DEALINGS

17.1 Within one month of any Transaction, the Tenant must:

17.1.1 give the Landlord notice of the Transaction;

17.1.2 deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and

17.1.3 pay the Landlord a registration fee of £75 (plus VAT).

17.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

17.2.1 apply to register a Transaction promptly following completion of that Transaction;

17.2.2 respond promptly and properly to any requisitions raised by HM Land Registry in connection with an application to register a Transaction; and

17.2.3 send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of clause 17.2, any obligation on the Tenant to do something includes an obligation to procure that the thing is done.

17.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

18. REPAIR

18.1 The Tenant must:

18.1.1 subject to clause 18.2, put and keep the Property in good and substantial repair and condition;

18.1.2 ensure that any Service Media forming part of the Property is kept in good working order;

18.1.3 keep the Property clean, tidy and clear of rubbish; and

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18.1.4 replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

18.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

18.2.1 an Insured Risk unless and to the extent that:

18.2.1.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2.6 of Schedule 5); or

18.2.1.2 the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; or

18.2.2 Property Damage by an Uninsured Risk unless such Property Damage is Tenant Damage.

19. CONTAMINATION

19.1 Contamination and Pollution

19.1.1 The Tenant shall have no responsibility or liability whatsoever directly or indirectly under this Lease or otherwise as a result of the presence of Existing Contamination or as a result of such previous uses of the Property or any adjoining or neighbouring property as may have resulted in the release of contaminative substances pollution or other environmental harm ("Contaminative Uses") and the Tenant shall not be liable to the Landlord to make good or rectify (or pay to make good or rectify) any defect or want of repair resulting from Existing Contamination (whether on the Property or elsewhere) nor shall the Tenant be required to rectify remove treat or render harmless Existing Contamination or rectify any damage or other adverse consequences of any Contaminative Uses.

19.1.2 The Tenant shall not cause or permit any New Contamination and the parties agree:-

19.1.2.1 If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of Existing Contamination then as between the Landlord and Tenant the sole responsibility for complying with such environmental notice or for payment of costs is to rest with the Landlord to the exclusion of the Tenant.

19.1.2.2 If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of New Contamination then as between the Landlord and Tenant the sole responsibility for

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complying with such environmental notice or for payment of costs is to rest with the Tenant to the exclusion of the Landlord.

19.1.2.3 The Tenant and the Landlord agree that the provisions of this clause constitute an agreement on liabilities for the purposes of Part 2A of the Environmental Protection Act 1990 and any statutory guidance issued in respect of it and the parties acknowledge that either party may show it to any environmental authority for the purposes of establishing any allocation of liability in the event of any action by an environmental authority.

20. DECORATION

The Tenant must:

20.1 decorate the exterior and interior of the Property as often as is reasonably necessary;

20.2 carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

20.3 carry out:

20.3.1 any decoration of the exterior of the Property required at any time during the Term; and

20.3.2 the decoration of the interior of the Property required at any time during the Term;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

21. ALTERATIONS

21.1 Except as permitted by this clause 21, the Tenant must not make any:

21.1.1 alteration or addition to the Property; or

21.1.2 opening in any boundary of the Property.

21.2 Any alterations permitted by this clause are subject to clause 21.7.

21.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

21.4 The Tenant may:

21.4.1 make any alterations to the shopfront of the Property; or

21.4.2 attach a shop fascia to the Property;

with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

21.5 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

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21.5.1 those alterations are reasonably required in connection with any works permitted under this clause 21;

21.5.2 those alterations do not adversely impact on the structural integrity of the Property; and

21.5.3 the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

21.6 With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:

21.6.1 install any Service Media at the Property; or

21.6.2 alter the route of any Service Media at the Property.

21.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in the Energy Performance Certificate for the Property.

21.8 The Tenant may install and thereafter maintain, renew and replace with all necessary and associated rights of access reasonable air conditioning plant on the Property and the exterior thereof together with associated connecting ducting thereto and into the Property with the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed).

22. SIGNS

22.1 The Tenant must not:

22.1.1 except as permitted by clause 22.2, display any Signs inside the Property that are visible from the outside; or

22.1.2 except as permitted by clause 21.4.2, attach any Signs to the exterior of the Property.

22.2 The Tenant may display such trade posters and advertisements at the Property of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

22.3 The Tenant must allow the Landlord to fix to and keep at the Property:

22.3.1 during the six-month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this Lease and the Tenant is genuinely and actively pursuing that renewal; and

22.3.2 at any time during the Term, any sale board as the Landlord reasonably requires

provided always the Tenant's own signage shall not be obscured.

23. WINDOW DISPLAYS AND WINDOW CLEANING

The Tenant must:

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23.1 keep the shopfront of the Property and any windows at the Property appropriately lit during the hours that the Property is open for trade; and

23.2 as often as reasonably necessary, the Tenant must clean the internal and external surfaces of the shopfront and any windows or other glass at the Property.

24. RETURNING THE PROPERTY TO THE LANDLORD

24.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this Lease.

24.2 The Tenant must by the Termination Date:

24.2.1 remove:

24.2.1.1 any tenant's fixtures from the Property;

24.2.1.2 any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this Lease; and

24.2.1.3 any Signs erected by the Tenant at the Property; and

24.2.2 make good any damage caused to the Property by the removal of those items and alterations.

24.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

24.4 The Tenant:

24.4.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

24.4.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

25. USE

25.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

25.2 The Tenant must not:

25.2.1 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;

25.2.2 use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

25.2.3 hold any auction at the Property;

25.2.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that

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neighbours the Property provided always the Landlord acknowledges some ambient noise may be heard whilst the doors of the Property are open;

25.2.5 overload any part of the Property nor overload or block any Service Media at or serving the Property;

25.2.6 allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;

25.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

25.2.8 (except as permitted by clause 21.6) interfere with any Service Media at the Property;

25.2.9 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

25.2.10 allow any person to sleep at or reside on the Property.

26. EXERCISE OF THE RIGHTS

The Tenant must exercise the Rights:

26.1 only in connection with the Tenant's use of the Property for the Permitted Use; and

26.2 in compliance with all laws relating to the Tenant's use of the Property and any other neighbouring or adjoining property pursuant to the Rights.

27. ALLOW ENTRY

27.1 Subject to clause 27.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

27.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

27.1.2 at any reasonable time (whether or not during usual business hours); and

27.1.3 with their workers, contractors, agents and professional advisers.

27.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

28. KEYHOLDERS AND EMERGENCY CONTACT DETAILS

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

28.1 hold a full set of keys for the Property;

28.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and

28.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

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29. COMPLIANCE WITH LAWS

29.1 The Tenant must comply with all laws relating to:

29.1.1 the Property and the occupation and use of the Property by the Tenant;

29.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

29.1.3 any works carried out at the Property; and

29.1.4 all materials kept at or disposed of from the Property.

29.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

29.2.1 send a copy of the relevant document to the Landlord; and

29.2.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

29.3 The Tenant must not:

29.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed where the application relates to works or a change of use permitted or required under this Lease); or

29.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).

29.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

29.5 The Tenant must:

29.5.1 comply with its obligations under the CDM Regulations;

29.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;

29.5.3 give that health and safety file to the Landlord at the Termination Date;

29.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

29.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

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29.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

29.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.

29.8 The Tenant must keep:

29.8.1 the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property; and

29.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

30. ENERGY PERFORMANCE CERTIFICATES

30.1 The Tenant must:

30.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

30.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

30.2 The Tenant will comply with all obligations which fall to the Tenant in the MEES Regulations and/or the EPC Regulations or any legislation which amends or substitutes them in relation to the Property provided that the Tenant will not be responsible for complying with any obligations or the costs of complying with any obligations which fall upon the Landlord to be performed.

30.3 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

30.4 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

30.4.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord (such approval not to be unreasonably withheld or delayed); or

30.4.2 pay the reasonable and proper costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

30.5 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

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31. THIRD PARTY RIGHTS

The Tenant must:

31.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

31.2 not do anything that may interfere with any Third Party Right.

32. REGISTRATION OF THIS LEASE

32.1 The Tenant must:

32.1.1 apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;

32.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and

32.1.3 send the Landlord official copies of its title within one month of completion of the registration.

32.2 The Tenant must not:

32.2.1 apply to HM Land Registry to designate this Lease as an exempt information document for the purposes of the Land Registration Rules 2003;

32.2.2 object to an application by the Landlord to HM Land Registry to designate this Lease as such an exempt information document; or

32.2.3 apply for an official copy of any exempt information document version of this Lease.

33. CLOSURE OF REGISTERED TITLE AND REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE

33.1 The Tenant must make an application to HM Land Registry to close the registered title of this Lease and remove from the Landlord's title any entries relating to this Lease and any easements granted by this Lease promptly (and in any event within one month) following the Termination Date.

33.2 The Tenant must:

33.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 33.1 are responded to promptly and properly; and

33.2.2 keep the Landlord informed of the progress and completion of that application.

34. ENCROACHMENTS AND PRESERVATION OF RIGHTS

34.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

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34.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

34.2.1 immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

34.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

34.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

34.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

34.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

34.5.1 immediately inform the Landlord and give the Landlord notice of that action; and

34.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

35. REPLACEMENT GUARANTOR

35.1 Subject to clause 35.2, if:

35.1.1 an Insolvency Event occurs in relation to a guarantor; or

35.1.2 any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 20 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this Lease in the same form as that entered into by that guarantor.

35.2 Clause 35.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

36. INDEMNITY

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

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36.1 any breach of any tenant covenants in this Lease;

36.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this Lease; or

36.3 any act or omission of the Tenant or any Authorised Person.

37. LANDLORD COVENANTS

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this Lease during the Term.

38. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease.

39. EXERCISE OF RIGHT OF ENTRY

In exercising any right of entry on to the Property pursuant to paragraph 1.1 of Schedule 2, the Landlord must:

39.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

39.2 where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

39.3 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

39.4 cause as little inconvenience as reasonably possible to the Tenant; and

39.5 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

40. SCAFFOLDING

In relation to any scaffolding erected pursuant to paragraph 1.4 of Schedule 2, the Landlord must:

40.1 provide not less than 28 days' prior written notice of its intention to erect scaffolding (save in case of emergency when as much notice as possible will be provided);

40.2 ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;

40.3 remove the scaffolding as soon as reasonably practicable;

40.4 following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and

40.5 if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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41. RE-ENTRY AND FORFEITURE

41.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

41.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);

41.1.2 any breach of any condition of, or tenant covenant in, this Lease; or

41.1.3 an Insolvency Event.

41.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

42. SECTION 62 OF THE LPA 1925 AND IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

42.1 The grant of this Lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

42.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to GM405948.

43. NO RESTRICTION ON LANDLORD'S USE

Nothing in this Lease shall impose or be deemed to impose any restriction on the use by the Landlord of any other neighbouring or adjoining property.

44. LIMITATION OF LIABILITY

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

45. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

45.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

45.2 Following the service of a notice pursuant to clause 45.1, the Landlord may enter the Property and carry out the required works if the Tenant:

45.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

45.2.2 is not carrying out the required works with all due speed.

45.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 45.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

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45.4 Any action taken by the Landlord pursuant to this clause 45 shall be without prejudice to the Landlord's other rights (including those under clause 41).

46. NOTICES

46.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given:

46.1.1 by hand:

46.1.1.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;

46.1.1.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in Great Britain; or

46.1.1.3 in any other case, at that party's last known place of abode or business in the Great Britain; or

46.1.2 by pre-paid first-class post or other next working day delivery service:

46.1.2.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;

46.1.2.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in Great Britain; or

46.1.2.3 in any other case, at that party's last known place of abode or business in the United Kingdom.

46.2 If a notice complies with the criteria in clause 46.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received if:

46.2.1 delivered by hand, at the time the notice is left at the proper address; or

46.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

46.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

46.4 Whilst the Tenant is the Original Tenant notices shall be sent by copy email to [redacted]; [redacted] and [redacted] or such other email addresses as may be provided from time to time by the Original Tenant to the Landlord.

46.5 Whilst the Landlord is the Original Landlord notices shall be sent to the Landlord's Conveyancers in addition to the Landlord.

47. CONSENTS AND APPROVALS

47.1 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed unless:

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47.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

47.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

47.2 If a waiver is given pursuant to clause 47.1, it shall not affect the requirement for a deed for any other consent.

47.3 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

47.3.1 the approval is being given in a case of emergency; or

47.3.2 this Lease expressly states that the approval need not be in writing.

47.4 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not:

47.4.1 imply that any consent or approval required from a third party has been obtained; or

47.4.2 obviate the need to obtain any consent or approval from a third party.

47.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this Lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

47.6 Where:

47.6.1 the consent of a mortgagee is required under this Lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or

47.6.2 the approval of a mortgagee is required under this Lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

48. EXPERT DETERMINATION

48.1 This clause 48 applies in relation to any matter referred to an Expert for determination pursuant to paragraph 6 of Schedule 6.

48.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

48.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

48.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.

48.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:

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48.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

48.5.2 this clause 48 shall apply to the new Expert as if they were the first Expert appointed.

48.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

48.7 To the extent not provided for by this clause 48, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

48.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

48.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

48.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

48.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

48.11.1 the other party may pay instead; and

48.11.2 the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 48.11.1.

48.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

49. VAT

49.1 All sums payable by either party under or in connection with this Lease are exclusive of any VAT that may be chargeable.

49.2 A party to this Lease must pay VAT in respect of all taxable supplies made to that party in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

49.3 Every obligation on either party, under or in connection with this Lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal

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to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT) and the party receiving the VAT shall provide the party paying the VAT with a valid VAT invoice within ten working days of receipt.

50. JOINT AND SEVERAL LIABILITY

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

51. ENTIRE AGREEMENT

51.1 This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

51.2 Each party acknowledges that in entering into this Lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

51.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

51.4 Nothing in this clause shall limit or exclude any liability for fraud.

52. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

53. GOVERNING LAW

This Lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

54. JURISDICTION

Subject to paragraph 4 of Schedule 4, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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SCHEDULE 1 - Property

The land and building previously known as Marks & Spencer Plc, Commercial Road, Hazel Grove, Stockport SK7 4BG and shown edged red on the Property Plan.

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SCHEDULE 2 - Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this Lease the following rights:

1.1 Subject to the Landlord complying with clause 39, the right to enter the Property for any purpose mentioned in or connected with:

1.1.1 this Lease;

1.1.2 the Reservations; or

1.1.3 the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.2 The right to:

1.2.1 use and connect into Service Media at the Property which are in existence at the date of this Lease or which are installed or constructed during the Term; and

1.2.2 install and construct Service Media at the Property to serve any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and

1.2.3 re-route and replace any Service Media referred to in this paragraph.

1.3 Subject to compliance with the Development Restrictions at any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

1.4 Subject to the Landlord complying with clause 40, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.

1.5 Subject to the prior written consent of the Tenant (such consent being at the Tenant's absolute discretion provided that the exemptions to the MEES Regulations and/or the EPC Regulations applicable at the date of this lease remain valid on the date consent is sought), the right to enter the Property for the purpose of carrying out any works required to the Property to comply with the MEES Regulations and/or the EPC Regulations where the liability for such works falls on the Landlord rather than the Tenant provided always the Tenant may never be required to consent to the carrying out of works which would by reasonable estimation force the closure of any part of the Property for more than 24 hours.

2. The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

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2.2.1 the Landlord;

2.2.2 anyone else who is or becomes entitled to exercise them; and

2.2.3 anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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SCHEDULE 3 - Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of GM405948 as at the date of this Lease.

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SCHEDULE 4 - Rent review

1. DEFINITIONS

The following definitions apply in this Schedule.

Base Rent: the Annual Rent payable immediately before a Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it).

Base RPI Month: March 2025 or, where there has been at least one review of the Annual Rent in accordance with this Schedule, the month that falls two months before the month in which the most recent prior Review Date fell.

Indexed Rent: the rent determined in accordance with paragraph 1.3 of this Schedule.

Maximum Rent: the Annual Rent payable immediately before a Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it) multiplied by 1.1592.

Minimum Rent: the Annual Rent payable immediately before a Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it) multiplied by 1.051.

Review Dates: 23 May 2030 and every five years thereafter.

Revised Rent: the rent determined in accordance with paragraph 1.2 of this Schedule.

RPI: the Retail Prices Index or any official index replacing it.

Shortfall Payment Date: the date which is ten working days from and including the date that the Revised Rent is calculated by the Landlord and notified to the Tenant.

1. REVIEW OF THE ANNUAL RENT

1.1 The Annual Rent shall be reviewed at each Review Date to equal the Revised Rent.

1.2 The Revised Rent at a Review Date shall be the Indexed Rent unless:

1.2.1 the Indexed Rent is less than the Minimum Rent, in which case the Revised Rent shall be the Minimum Rent; or

1.2.2 the Indexed Rent is greater than the Maximum Rent, in which case the Revised Rent shall be the Maximum Rent.

1.3 The Indexed Rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

1.4 The Landlord shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Revised Rent as soon as it has been ascertained.

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1.5 As soon as practicable after the amount of the revised Annual Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2. CHANGES TO THE INDEX

2.1 Subject to paragraph 2.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.

2.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Rent if either:

2.2.1 the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.1 of this Schedule would fundamentally alter the calculation of the Indexed Rent in accordance with paragraph 1.3 of this Schedule, and has given notice to the other party of this belief; or

2.2.2 it becomes impossible or impracticable to calculate the Indexed Rent in accordance with paragraph 1.3 of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with paragraph 4.2 to paragraph 4.12 (inclusive) of this Schedule and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

3. LATE REVIEW OF ANNUAL RENT

If the revised Annual Rent has not been determined pursuant to this Schedule on or before the relevant Review Date, the Tenant must:

3.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

3.2 on or before the Shortfall Payment Date, pay:

3.2.1 the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and

3.2.2 interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been determined pursuant to this Schedule on or before that Review

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Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4. DETERMINATION BY THE EXPERT

4.1 Either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 4 of this Schedule in the following circumstances:

4.1.1 where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this Schedule; or

4.1.2 where the Landlord and the Tenant fail to reach agreement under paragraph 2.2 of this Schedule.

The Expert can be appointed in accordance with the terms of this Lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

4.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

4.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

4.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.

4.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:

4.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

4.5.2 this paragraph 4 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.

4.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

4.7 To the extent not provided for by this paragraph 4 of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

4.8 The Expert shall act as an expert and not an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as

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part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

4.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

4.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

4.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

4.11.1 the other party may pay instead; and

4.11.2 the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 4.11.1 of this Schedule.

4.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

5. TIME NOT OF THE ESSENCE

Time is not of the essence for the purposes of this Schedule.

6. GUARANTOR

If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

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SCHEDULE 5 - Insurance

1. LANDLORD'S OBLIGATION TO INSURE

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):

1.1.1 the Property on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost; and

1.1.2 loss of Annual Rent from the Property for three years.

1.2 The Landlord shall not be obliged to insure:

1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;

1.2.2 any alterations to the Property that form part of the Property unless:

1.2.2.1 those alterations are permitted or required under this Lease;

1.2.2.2 those alterations have been completed in accordance with this Lease and (where applicable) in accordance with the terms of any consent or approval given under this Lease; and

1.2.2.3 the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or

1.2.3 the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. LANDLORD TO PROVIDE INSURANCE DETAILS

In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:

2.1 at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:

2.1.1 full details of the insurance policy;

2.1.2 evidence of payment of the current year's premiums; and

2.1.3 details of any commission paid to the Landlord by the Landlord's insurer;

2.2 procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the charge; and

2.3 use reasonable endeavours to procure that the Landlord's insurer:

2.3.1 waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;

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2.3.2 includes in the insurance policy a non-invalidation provision in respect of any act or default of the Tenant; and

2.3.3 permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3. TENANT'S OBLIGATIONS

3.1 The Tenant must pay to the Landlord on demand:

3.1.1 the Insurance Rent;

3.1.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

3.1.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.

3.2 The Tenant must:

3.2.1 immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;

3.2.2 not do or omit to do anything as a result of which:

3.2.2.1 any insurance policy for the Property may become void or voidable or otherwise prejudiced;

3.2.2.2 the payment of any policy money may be withheld; or

3.2.2.3 any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

3.2.3 comply at all times with the requirements of the insurers relating to the Property where written details of those requirements or recommendations have first been given to the Tenant;

3.2.4 give the Landlord immediate notice of the occurrence of:

3.2.4.1 any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or

3.2.4.2 any other event that might affect any insurance policy relating to the Property;

3.2.5 except for the Excluded Insurance Items, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;

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3.2.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and

3.2.7 insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:

3.2.7.1 full details of that insurance policy; and

3.2.7.2 evidence of payment of the current year's premiums.

4. RENT SUSPENSION

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Property Damage by an Insured Risk or Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:

4.1.1 the date on which the Property has been reinstated so that it is fit for occupation and use; and

4.1.2 the date which is three years from and including the date on which that Property Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Property Damage is caused by:

4.2.1 an Insured Risk and:

4.2.1.1 the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

4.2.1.2 the Tenant has not complied with paragraph 3.2.6 of this Schedule; or

4.2.2 an Uninsured Risk and the Property Damage was Tenant Damage.

4.3 If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:

4.3.1 the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;

4.3.2 the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this Lease was granted;

4.3.3 the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;

4.3.4 X shall be:

4.3.4.1 the number of days from and including the date on which the Suspension Period commences to and including the earlier of

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the last day of the Suspension Period and the day before the Original Rent Commencement Date; or

4.3.4.2 if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under paragraph 4.3.4.1 of this Schedule (rounding up to the nearest whole day);

4.3.5 if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and

4.3.6 if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5. LANDLORD'S OBLIGATION TO REINSTATE FOLLOWING DAMAGE OR DESTRUCTION BY AN INSURED RISK

5.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

5.1.1 use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

5.1.2 reinstate the Property except that the Landlord shall not be obliged to:

5.1.2.1 reinstate unless all necessary planning and other consents are obtained;

5.1.2.2 reinstate unless the Tenant has paid the sums due under paragraph 3.1.2 and paragraph 3.2.6 of this Schedule;

5.1.2.3 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

5.1.2.4 reinstate after a notice to terminate has been served pursuant to this Schedule 5.

5.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 5.1.2 of this Schedule, the Landlord must:

5.2.1 use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1.2 and paragraph 3.2.6 of this Schedule for the purposes of that reinstatement; and

5.2.2 make up any shortfall out of its own funds.

6. PROPERTY DAMAGE BY AN UNINSURED RISK

6.1 If the Annual Rent (or a fair proportion of it) is suspended under Paragraph 4.1 of this Schedule due to Property Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Property Damage occurred, the Landlord must either:

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6.1.1 terminate this lease by giving notice to the Tenant; or

6.1.2 notify the Tenant that it intends to reinstate the Property at its own cost.

6.2 If the Landlord notifies the Tenant under Paragraph 6.1.2 that it intends to reinstate the Property, then the Landlord must use:

6.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

6.2.2 its own monies to reinstate the Property but the Landlord shall not be obliged to:

6.2.2.1 reinstate unless all necessary planning and other consents are obtained;

6.2.2.2 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

6.2.2.3 reinstate after a notice to terminate has been served pursuant to this Schedule 5.

6.3 If Paragraph 6.1 applies but the Landlord has not served a notice under either Paragraph 6.1.1 or Paragraph 6.1.2 by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use.

7. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF RENT SUSPENSION

If Property Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under Paragraph 6.1.2 of this Schedule occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this Lease by giving notice to the other provided that:

7.1 such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and

7.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 18 or this Schedule 5.

8. CONSEQUENCES OF TERMINATION

If either party gives a notice to terminate this Lease in accordance with this Schedule 5:

8.1 this Lease shall terminate with immediate effect from the date of the notice;

8.2 none of the parties shall have any further rights or obligations under this Lease except for the rights of any party in respect of any earlier breach of this Lease; and

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8.3 any proceeds of the insurance for the Property shall belong to the Landlord.

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SCHEDULE 6 - Pandemic rent suspension or reduction

1. DEFINITIONS

The following definitions apply in this Schedule:

Coronavirus: the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

Dealing: any Unlawful Dealing, or Lawful Underlease, or Lawful Dealing or Lawful Sharing.

End Date: the date on which the relevant Government Measure no longer prevents use of the whole or any part of the Property (or, where any Dealing of any part of the Property subsists, the Retained Property (if any)) for the Tenant's Use.

Government: local, regional or central government of the United Kingdom.

Government Measure: any mandatory measure imposed by the Government for the prevention or delay of the spread of Coronavirus or any other epidemic or pandemic disease but excluding any such measure imposed as a direct result of any act or omission of the Tenant or any Authorised Person.

Lawful Dealing: subject to paragraph 5.2 of this Schedule, any parting with possession or occupation of the whole or any part of the Property in accordance with the provisions of this lease or which has otherwise been permitted by the Landlord (but excluding any Lawful Sharing or Lawful Underlease).

Lawful Sharing: subject to paragraph 5.2 of this Schedule, any sharing of occupation of the whole or any part of the Property permitted in accordance with the provisions of this lease or which has otherwise been permitted by the Landlord (but excluding any Lawful Dealing or Lawful Underlease).

Lawful Underlease: subject to paragraph 5.2 of this Schedule, an underlease granted in accordance with the provisions of this lease or which has otherwise been permitted by the Landlord.

Occupation Suspension: the Tenant not using the whole or any part of the Property (or, where any Dealing of any part of the Property subsists, the Retained Property (if any)) for any of the following reasons:

(a) the Tenant was carrying out any alterations to the Property (or, where applicable, the Retained Property) or other works that are permitted or required by this lease;

(b) the Tenant had vacated the Property in anticipation of an assignment of this lease in accordance with the terms of this lease or otherwise permitted by the Landlord;

(c) the Tenant had vacated the Property or part of the Property in anticipation of a Lawful Dealing or the grant of a Lawful Underlease or;

(d) it was not possible for the Tenant to occupy or access the Property (or, where applicable, the Retained Property) due to damage to or destruction by an Insured Risk; or

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(e) occupation of or trading (or the conduct of other business) from the Property (or, where applicable, the Retained Property) by the Tenant would have resulted in a breach of any other provision of this lease.

Pandemic Period: the period from and including the relevant Start Date to and including the earlier of:

(d) the relevant End Date; and

(e) the date which is 12 months from and including that Start Date.

Reduction Percentage: 100%.

Retained Property: the Property excluding any part(s) of the Property which the Tenant:

(a) has underlet, parted with, or is sharing, possession or occupation of by way of Unlawful Dealing; and

(b) has underlet by way of Lawful Underlease; and

(c) has parted with possession or occupation of by way of Lawful Dealing; and

(d) is sharing occupation of by way of Lawful Sharing.

Start Date: the date from and including which the Tenant is required by the relevant Government Measure not to use the whole or any part of the Property (or, where any Dealing of any part of the Property subsists, the Retained Property (if any)) for the Tenant's Use.

Tenant's Use: the use within the Permitted Use for which the Tenant used the Property (or, where any Dealing of any part of the Property subsists, the Retained Property (if any)) immediately before the relevant Government Measure came into effect or, where the Tenant:

(a) previously used the Property (or, where applicable, the Retained Property) but, due to an Occupation Suspension, was not using the Property (or, where applicable, the Retained Property) immediately before the relevant Government Measure came into effect, the use within the Permitted Use for which the Tenant most recently used the Property (or, where applicable, the Retained Property); or

(b) never used the Property (or, where applicable, the Retained Property) due to an Occupation Suspension, as a health and fitness facility.

Tenant's Use Trigger: a Government Measure that requires the Tenant not to use the whole or any part of the Property (or, where any Dealing of any part of the Property subsists, the Retained Property (if any)) for the Tenant's Use.

Unlawful Dealing: subject to paragraph 5.2 of this Schedule, any underletting or parting with, or sharing of, possession or occupation of the whole or any part of the Property that is not in accordance with the provisions of this lease (but excluding any such dealing which has otherwise been permitted by the Landlord).

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2. RENT SUSPENSION DUE TO A TENANT'S USE TRIGGER

2.1 Subject to paragraph 2.2, paragraph 3.1 and paragraph 4 of this Schedule, on each occasion that a Tenant's Use Trigger occurs during the Term, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the part of the Property that the Tenant is unable to use for the Tenant's Use due to the relevant Government Measure) shall be suspended during the relevant Pandemic Period but only to the extent that the Reduction Percentage may only apply to a maximum period of 12 months in total throughout the Term.

2.2 If the Annual Rent (or a proportion of it) is suspended under paragraph 2.1 of this Schedule and, at any time during the relevant Pandemic Period, the Tenant uses the Property (or, where a proportion of the Annual Rent has been suspended under paragraph 2.1 of this Schedule, the relevant part of the Property) for the Permitted Use or (subject to paragraph 5.1 of this Schedule) any other use(s) instead of the Permitted Use, the Annual Rent (or the relevant proportion of it) shall not be suspended for that part of the Pandemic Period during which the Tenant uses the Property (or relevant part of the Property) provided always this shall not apply when the Tenant has accessed the Property for the purpose of carrying out necessary repairs, cleaning or removing stock or equipment.

3. CIRCUMSTANCES IN WHICH THE RENT SUSPENSION OR REDUCTION WILL NOT APPLY

If the Tenant:

3.1 is not in possession or occupation (or, in the case of an Unlawful Dealing where the Tenant is sharing occupation, sole occupation) of the whole or any part of the Property due to an Unlawful Dealing, then, while that Unlawful Dealing subsists, paragraph 2.1 of this Schedule shall not apply in relation to the whole or part of the Property of which the Tenant is not in possession or occupation (or, in the case of an Unlawful Dealing where the Tenant is sharing occupation, sole occupation) due to that Unlawful Dealing; or

3.2 has underlet the whole or any part of the Property under a Lawful Underlease, then, while that Lawful Underlease subsists:

3.2.1 paragraph 2.1 of this Schedule shall not apply in relation to the whole or part of the Property that has been underlet by that Lawful Underlease; and

3.2.2 if under that Lawful Underlease there is a rent suspension or reduction of the annual rent (or a proportion of it) payable under the equivalent to paragraph 2.1 of this Schedule in that Lawful Underlease, there shall be a rent suspension or reduction of the Annual Rent (or a fair proportion of it according to the nature and extent of the Property demised by that Lawful Underlease and the proportion of the annual rent under that Lawful Underlease for which there has been a rent suspension or reduction) under this lease for an equivalent period to the period for which the rent suspension or reduction subsists under that Lawful Underlease; or

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3.3 is not in possession or occupation of the whole or any part of the Property due to a Lawful Dealing, then, while that Lawful Dealing subsists, paragraph 2.1 of this Schedule shall not apply in relation to the whole or part of the Property of which the Tenant is not in possession or occupation due to that Lawful Dealing; or

3.4 is not in sole occupation of the whole or any part of the Property due to a Lawful Sharing, then, while that Lawful Sharing subsists, paragraph 2.1 of this Schedule shall not apply in relation to the whole or part of the Property of which the Tenant is not in sole occupation due to that Lawful Sharing.

4. EXTENSION IF PANDEMIC PERIOD COMMENCES BEFORE RENT COMMENCEMENT DATE

If payment of the Annual Rent would be suspended under paragraph 2.1 of this Schedule but the Pandemic Period would have commenced before the Rent Commencement Date, the following shall apply:

4.1 the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in Clause 1.1;

4.2 the "Relevant Period" shall be the period for which the Annual Rent would have been suspended under paragraph 2.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;

4.3 the "Rent Resumption Date" shall be the day after the last day of the Relevant Period;

4.4 X shall be:

4.4.1 the number of days from and including the date on which the Relevant Period commences to and including the earlier of the last day of the Relevant Period and the day before the Original Rent Commencement Date; or

4.4.2 where only a proportion of the Annual Rent due would have been suspended under paragraph 2.1 of this Schedule during the Relevant Period, an equivalent proportion of the number of days calculated under paragraph 4.4.1 of this Schedule (rounding up to the nearest whole day);

4.5 if the Rent Resumption Date is on or before the Original Rent Commencement Date, then if the Annual Rent would have been suspended under paragraph 2.1 of this Schedule, the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and

4.6 if the Rent Resumption Date is after the Original Rent Commencement Date, then if the Annual Rent would have been suspended under paragraph 2.1 of this Schedule, the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5. NO IMPLICATION FOR OTHER LEASE TERMS

5.1 Nothing in this Schedule shall imply that the Tenant may use the Property for any other use(s) than the Permitted Use.

5.2 Nothing in this Schedule shall imply that the Tenant may:

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5.2.1 underlet the whole or any part of the Property otherwise than in accordance with Clause 14; or

5.2.2 part with, or share, possession or occupation of the whole or any part of the Property otherwise than in accordance with Clause 15.

6. DISPUTES

Any dispute between the Landlord and the Tenant that arises in connection with the provisions of this Schedule may, in the absence of agreement, be referred at any time by either party for determination in accordance with Clause 47.

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Executed as deed by **WALNUT GARDENS LIMITED**, a company incorporated in the British Virgin Islands, acting by **C** who, in accordance with the laws of that territory, is acting under the authority of the company.

.....

Signature in the name of the company

.....

Signature of C

Executed as a deed by **F** as attorney for **PURE GYM LIMITED** under a power of attorney dated 7 May 2025 in the presence of:

.....

F as attorney for **Pure Gym Limited**

Witness signature:

.....

Witness name:

.....

Witness address

.....

.....

.....

.....

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APPENDIX A - Property Plan

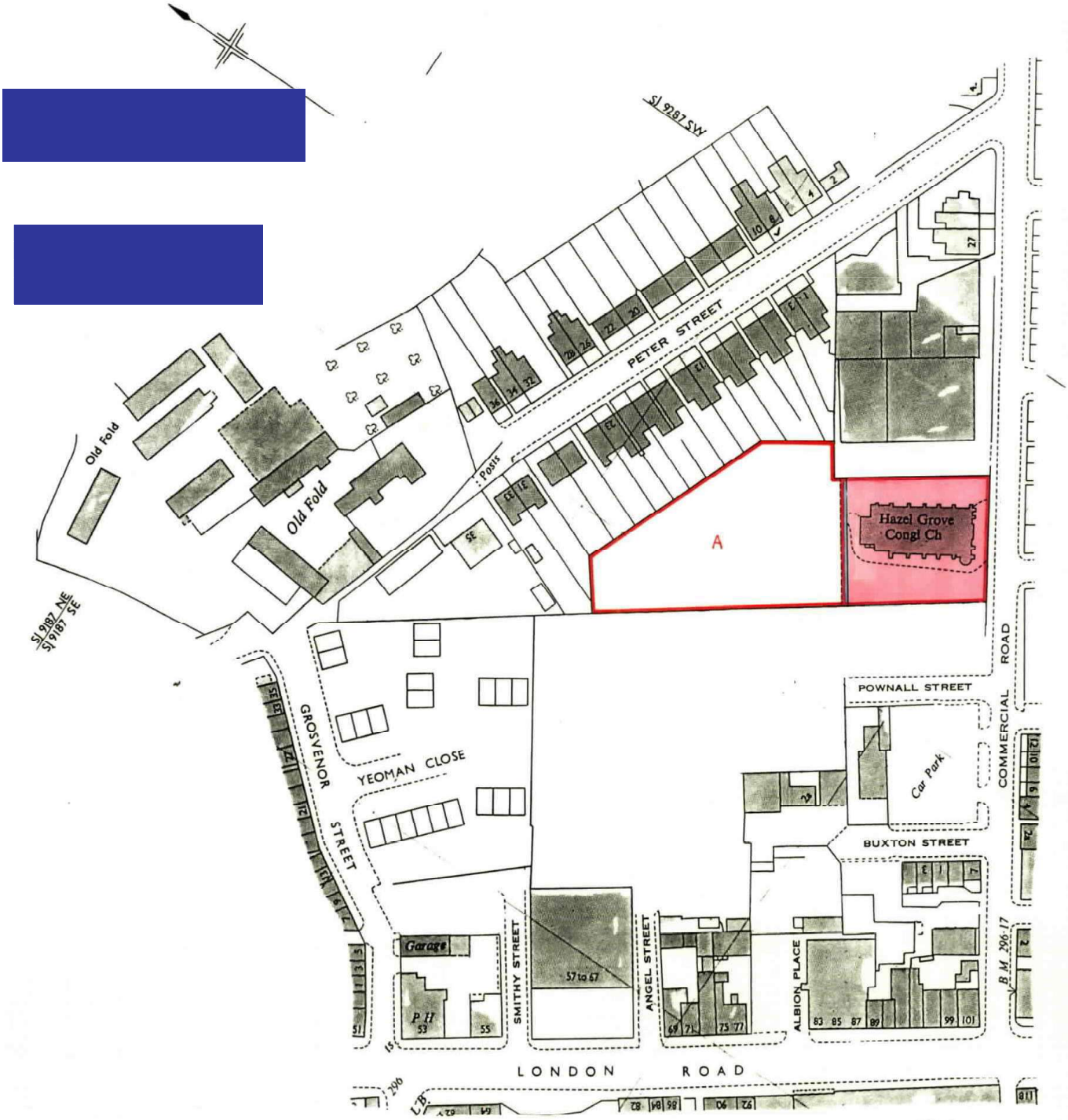
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Property Plan

H.M. LAND REGISTRY			TITLE NUMBER
			GM405948
ORDNANCE SURVEY PLAN REFERENCE ©	COUNTY: GREATER MANCHESTER	SHEET	NATIONAL GRID: SJ 9187 / SECTION: P
Scale: 1/1250	STOCKPORT DISTRICT		© Crown copyright 1986



PART LETTERED A IN RED ADDED H.M. LAND REGISTRY 7/84

FILED PLAN H.M. LAND REGISTRY 7/86

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number MAN457211 | Edition date 05.06.2025

- This official copy shows the entries on the register of title on 12 JUN 2026 at 10:11:19.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Jun 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : STOCKPORT

1 (05.06.2025) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Marks & Spencer Plc, Commercial Road, Hazel Grove, Stockport (SK7 4BG).

2 (05.06.2025) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 May 2025
Term : 15 years from and including 23 May 2025 to and including 23 May 2040
Parties : (1) Walnut Gardens Limited
(2) Pure Gym Limited

3 (05.06.2025) The Lease prohibits or restricts alienation.

4 (05.06.2025) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (05.06.2025) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (05.06.2025) A Conveyance of the freehold estate in the land tinted pink on the title plan dated 14 September 1876 made between (1) Peter Pownall Brocklehurst and (2) The Reverend Absalom Clark and others contains the following covenants:-

"the said Absalom Clark William Greenwood Lindop and Stephen Smith do hereby for themselves their heirs executors administrators and assigns and each and every of them doth hereby for himself his heirs executors administrators and assigns covenant with the said Peter Pownall Brocklehurst his heirs and assigns in manner following (that is to say)

.....

that they the Purchasers their heirs or assigns shall not nor will erect or set up any Steam Engine nor use or follow or carry on in or upon the said plot of land or any part thereof or in or upon any edifice or building to be erected thereupon any trade business or employment which can be deemed a public nuisance or private annoyance or inconvenience nor permit any buildings hereafter to be erected on the said plot of land or any part thereof to be used as back and front dwellinghouses"

2 (05.06.2025) A Conveyance of the freehold estate in the land tinted blue on the title plan dated 10 March 1883 made between (1) Peter Pownall Brocklehurst and (2) The Reverend Absalom Clark and others contains covenants identical with those contained in the Conveyance dated 14 September 1876 referred to above.

3 (05.06.2025) The title is subject to any rights that are reserved by the registered lease dated 23 May 2025 and affect the registered land.

End of register

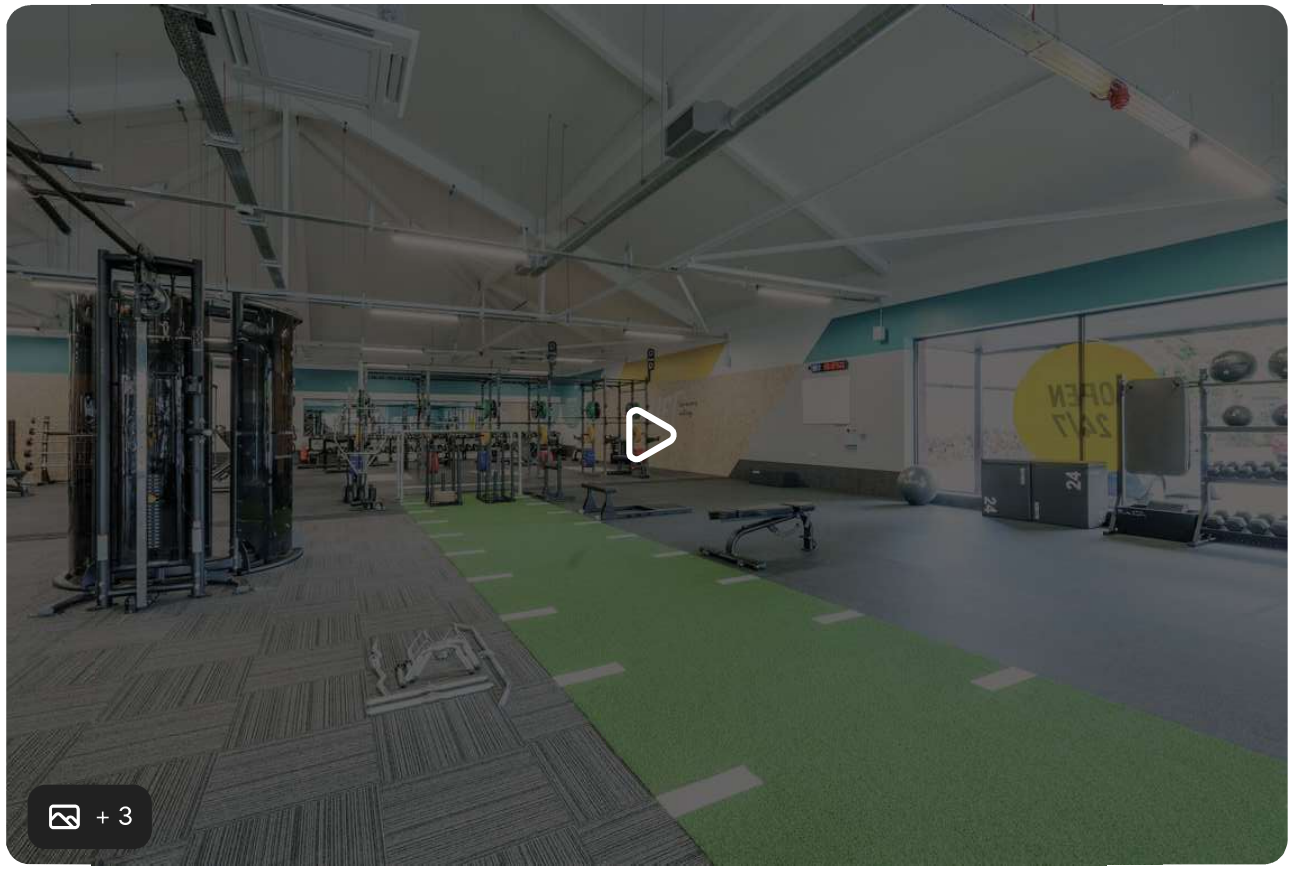
Get 50% off your first month plus £0 joining fee. Use code: SAVEHALF. Hurry, ends soon! Selected gyms only

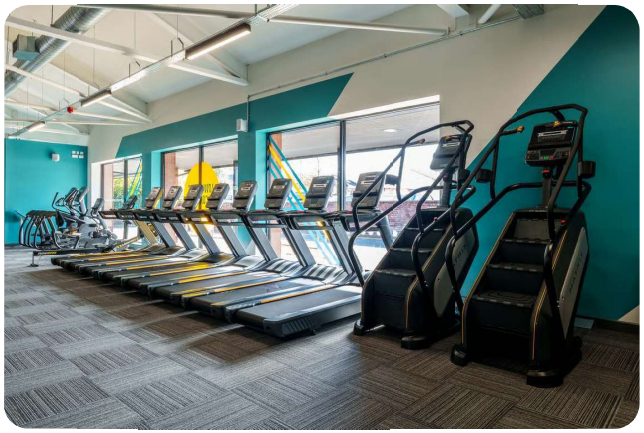
Hazel Grove Gym

Commercial Road, SK7 4BE Directions from me

Join

PGH1-1008







Membership options

Core

Plus

Best value

Everything in Core, plus...

- Multi-gym Access
- Book classes 14 days in advance

PGH1-1009

Plan includes

- Access the gym anytime
- Book classes 8 days in advance

£29.99

- Bring a guest up to 4 times a month
- Freeze your membership any time
- Unlimited flavoured water with vitamins*
- Up to 60% off top brands

£38.99

per month + £15 joining fee

Join now

All plans have...

✓ No contract - Cancel any time ✓ Classes in all plans

Compare Plans

About PureGym Hazel Grove

No matter what your fitness goal may be, you'll find everything you need at PureGym Hazel Grove. Take your pick from the latest gym kit and a huge timetable of group exercise classes included in your membership. Want access to state-of-the-art gym equipment with a low-cost monthly payment (with no contract)? Our gym in Hazel Grove is fitted with over 100+ pieces of equipment, including free weights, fixed resistance machines, and cardio equipment.

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

PGH1-1010

We're located on Commercial Road, next to Aldi and Wynsors. And you can park for free in PureGym's dedicated on-site car park!**

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours, please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

50kg Dumbbells
Build strength with our heaviest dumbbells

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

Member Benefits
Special discounts for being a PureGym member!

Instructor Led Classes
Burn calories, build muscle, and improve endurance

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

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360 virtual tour of Hazel Grove Gym

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

PGH1-1012

View 360 tour

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Michael Liddle
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

Pop **SK7 4BE**, into your SatNav and navigate towards Commercial Road, where you can park on site for free.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not



PGH1-1013

responsible for any parking fines.

View directions to gym

Contact Us

Email Us

Facebook Messenger



Get to know us

Help & Support

Company

Serious Stuff

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Download the PureGym app

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PGH1-1014


Trichfield Park
NOTTINGHAM ROAD
PORTLAND STREET
ST MARGARET STREET
ST CATHERINE STREET
MEADOW AVENUE
CENTRAL AVENUE
FORREST AVENUE
BLACKTHORN DRIVE
FERNDALE
BALMES LANE
BALMES LANE
VIEW WAY
PARK
St Mark's Church
Hall
Church View Court
R.E.A.L. Square One
Laundry
Sports Pavilion
Sports Facility
Playground
Tank
Gas Gov
El Sub Sta
TCB
Pole Mast
Shrub
100m
50m
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These are the notes referred to on the following official copy

Title Number NT486177

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

10 October 2012

LEASE

relating to

MANSFIELD LEISURE PARK MANSFIELD NOTTINGHAM

between

KAPASH PROPERTIES LIMITED

and

SEQ157

PURE GYM LIMITED

COPY

BPE Solicitors LLP
WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
BPE SOLICITORS LLP
ST JAMES' HOUSE, ST JAMES' SQUARE
CHELTENHAM
26/10/12

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PRESCRIBED CLAUSES

LR1. Date of lease 10 October 2012

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NT114610 and NT128882

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

KAPASH PROPERTIES LIMITED

Barclays Private Bank, 39-41 Broad Street, St Helier Jersey JE4 8PU and whose address for service in United Kingdom is Care of Pebworth Property Management, 211 Kenton Road Kenton Harrow HA3 0HD

1408680

Tenant

PURE GYM LIMITED

The Hutts, Grewelthorpe, Ripon HG 3DA

06690189

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in *clause 1.1* of this lease.

LR5. Prescribed statements etc.

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LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 3.2 of this lease.

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LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

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THIS LEASE is dated 10th October 2012

PARTIES

(1) KAPASH PROPERTIES LIMITED incorporated and registered in British Virgin Islands with company number 1408680 whose registered office is at Barclays Private Bank, 39-41 Broad Street, St Helier Jersey JE4 8PU and whose address for service in United Kingdom is Care of Pebworth Property Management, 211 Kenton Road Kenton Harrow HA3 0HD (**Landlord**).

(2) PURE GYM LIMITED incorporated and registered in England and Wales with company number 06690189 whose registered office is at The Hutts, Grewelthorpe, Ripon HG 3DA (**Tenant**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or

(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(f) the granting of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or

(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

(i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

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The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £85,000.00 per annum from the ~~25th~~ July 2013 to 8th September 2016 and thereafter at the rate of £170,000.00 and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.

Break Date : 10th October 2022

Contractual Term: a term of 15 years beginning on, and including the date of this lease and ending on, and including ~~[SPECIFY DATE]~~ 9th October 2027

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 25 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 30 of the Building Regulations 2010 (*SI 2010/2214*).

Energy Performance Certificate: a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 29 of the Building Regulations 2010.

Group Company: a company that is a member of the same group of companies within the meaning of Section 42 of the LTA1954

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

(a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,

(b) loss of Annual Rent of the Property for three years, and

(c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks

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against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord or a Group Company of the Landlord holds or shall at anytime during the Contractual Term hold an interest.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: Private members health and fitness club within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted such use permitted for 24/7 365 days a year.

Property: the land and building on the East side of Nottingham Road Mansfield and the land and buildings lying to the North West of Baums Lane Mansfield shown edged red on the attached plan.

Recommendation Report: the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, including a report issued by an Energy Assessor for the purposes of regulation 29(5) of the Building Regulations 2010 or regulation 20(1) of the Building (Approved Inspectors etc.) Regulations 2010 (*SI 2010/2215*).

Rent Commencement Date: 8th January 2013 ~~(being three months from the date of this lease)~~

Rent Payment Dates: first day of each calendar month

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: 10th October 2017 and every fifth anniversary of that date.

Service Media: the lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and in the charges register of NT114610 and NT128882

Uninsured Risk : any one or more risks where loss or damage caused in whole or in part by the same is not the subject of insurance cover by the Landlord because insurance against such risks or against particular events giving rise to a claim is not available or where insurance has been withdrawn by the insurer.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

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1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.

1.8 A reference to the **end of the term** is to the end of the term however it ends.

1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 43.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 43.6.

1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

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1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.

1.15 A **person** includes a corporate or unincorporated body.

1.16 References to **writing** or **written** do not include email.

1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 3.2, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent and all VAT in respect of it;

(b) the Insurance Rent; and

(c) all interest payable under this lease

3. ANCILLARY RIGHTS

3.1 Other than referred to in clause 3.2 neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

3.2 The right to install (and thereafter maintain renew and replace) reasonable air conditioning plant and apparatus on the Property and exterior thereof with associated

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connected ducting to and into the Property ("the Equipment") subject to size design and location of the Equipment being approved by the Landlord (such approval not to be unreasonably withheld or delayed).

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property:

(a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

(b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;

(c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;

(d) subject to clause 4.5 the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

(e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

the right to re-route any Service Media at or serving the Property or notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction the flow of light or air to the Property or loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

(a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

(b) for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Landlord's interest in the Property.

Provided always that in respect of exercising the above rights the Landlord shall:-

(iv) give notice to the Tenant (being at least forty eight hours except in the case of emergency) of the requirement to enter the Property:-

(v) use reasonable endeavours to cause the minimum of disturbance and disruption to the Tenant and its business;

(vi) make good all damage caused to the Property; and

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(vii) to comply with such requirements and make such arrangements for security of the Property as the Tenant may reasonably require.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable written notice (being at least 48 hours notice) to the Tenant.

4.5 The Landlord may only erect scaffolding at the Property if there is no alternative economically viable way to maintain or repair the Landlord's Neighbouring Property and :-

(a) the Landlord will give to the Tenant at least ten (10) working days' written notice of its intention to exercise the right in this paragraph 4.2 (save that no notice will be required in the case of an emergency);

(b) the scaffolding is erected for as short a period is reasonably possible;

(c) adequate access to and egress from the Property is maintained at all times for the Tenant, all others authorised by the Tenant, its or their customers, employees, workmen, contractors;

(d) the scaffolding does not materially obscure, any signage at the Property;

(e) throughout the period that the scaffolding is erected, the Tenant has the right to erect (at its own cost) such signage as the Landlord deems appropriate on the scaffolding and shall first approve.

4.6 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

(a) physical damage to the Property; or

(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. REVIEW OF THE ANNUAL RENT

7.1 Definitions

In this clause the following definitions apply:

"Cap"

means:

(a) in respect of the first Review Date, $(1.04)^5$; and

(b) in respect of all other Review Dates, $(1.04)^5$;

"Collar"

means:

(a) in respect of the first Review Date, $(1.01)^5$; and

(b) in respect of all other Review Dates, $(1.01)^5$;

"Current Index Figure"

means, in respect of each Review Date, the figure given in the Index for the month immediately preceding that Review Date;

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"Existing Rent"

means, in respect of the first Review Date, one hundred and seventy thousand pounds (£170,000), and in respect of all other Review Dates means the amount reserved as Annual Rent immediately before the relevant Review Date;

"Index"

means the Retail Prices Index (All Items) published by the Statistics Board or any successor government ministry, department or agency; and

"Previous Index Figure"

means, in respect of:

(a) the first Review Date, the figure given in the Index for the month immediately preceding the commencement of the third year of the Term; and

(b) in respect of all other Review Dates, means the figure given in the Index for the month immediately preceding the previous Review Date.

"Rent"

means Annual Rent :

"Review Date"

means the fifth anniversary of the date of this Lease and every fifth anniversary of that date and any other date when the Rent may be reviewed under this Lease;

7.2 Calculation of the reviewed Rent reserved

(a) On and from each Review Date, the Rent reserved will be increased to be:

(b) an amount equal to the Existing Rent multiplied by the Collar, if the result of the formula in clause 7.2 (c) is less than an amount equal to the Existing Rent multiplied by the Collar; or

(c) an amount equal to the Existing Rent multiplied by the Cap, if the result of the formula in clause 7.2 (c) is greater than an amount equal to the Existing Rent multiplied by the Cap; or

(d) in all other cases, the amount calculated by applying the formula in clause 7.2 (c).

(c) The formula referred to in clause 7.2 is:

$$\frac{C}{P} \times E$$

Where:

C = the Current Index Figure;

P = the Previous Index Figure;

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E = the Existing Rent.

7.3 Notification of reviewed Rent

In respect of each Review Date, either party may give to the other notice of the reviewed Rent.

7.4 Changes to the Index

(a) If the Index is re-based at any time or times during the Term, the Current Index Figure and the Previous Index Figure will be the figures that would have been given in the Index for the relevant month had there been no re-basing of the Index.

(b) If the Index ceases to be published, the Landlord and the Tenant shall endeavour (each acting reasonably), for the purposes of rent reviews after the date the Index ceases to be published within a reasonable time, to select a replacement index which is comparable to the Index, being a prices index published by the Statistics Board or any successor government ministry, department or agency, to be the Index for the purposes of this clause. If the Landlord and the Tenant cannot agree on an alternative index within one month of the Index ceasing to be published, the alternative index shall be determined by a Surveyor in accordance with clause 7.5.

7.5 Reference to Surveyor

(a) If:

(i) the Index is re-based or ceases to be published and the circumstances are such that it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index, or

(ii) it is otherwise impossible or impractical to calculate the reviewed Rent reserved by reference to the Index,

then, the reviewed Rent reserved will (in respect of each relevant Review Date) be determined by a surveyor (the **"Surveyor"**), and the Surveyor shall determine such reasonable rent for the Premises on the relevant Review Date as the Surveyor considers appropriate acting reasonably having regard to the purposes and intent of the provisions in this clause.

(b) The Surveyor will be an independent chartered surveyor appointed jointly by the Landlord and the Tenant, or if they do not agree the identity of the Surveyor, then by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function) on the application of either the Landlord or the Tenant.

(c) The proper costs of appointment and fees of the Surveyor shall be paid in such proportions as the Surveyor directs acting reasonably, or if no such direction is made, then equally by the Landlord and the Tenant.

(d) The Surveyor will act as an expert.

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(e) If the Surveyor dies, or gives up the appointment, or fails to act in accordance with this clause, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.

(f) Any decision of the Surveyor under this clause (including a decision as to whether it is impossible or impractical to calculate the reviewed Rent reserved by reference to the Index) will be final and binding.

7.6 General

(a) If the Landlord has not notified the Tenant of the amount of the reviewed Rent reserved before the relevant Review Date, the Rent reserved shall continue to be payable at the rate payable immediately before the relevant Review Date. Within ten working days after the Landlord has notified the Tenant of the amount of the reviewed Rent reserved, the Tenant shall pay the Landlord the shortfall (if any) between the Rent paid and the reviewed Rent reserved for the period on and from the relevant Review Date until the quarter day after the Landlord's notice together with interest on that shortfall at the Interest Rate from the relevant Review Date until the date the Tenant makes the payment of the shortfall.

(b) If there is any legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent reserved in accordance with this clause, or to receive any increase in the Rent reserved following a review, then the date on which the legislation is repealed or amended to allow a review of or receipt of an increase in the Rent reserved, will be a further Review Date and the Landlord will be entitled to require a review of the Rent reserved in accordance with this clause, provided that the "previous Review Date" for the purposes of determining the Previous Index Figure, will be the Review Date immediately before such legislation came into force (or the date of this Lease, if there is none).

(c) Time will not be of the essence for the purpose of this clause.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

(a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

(b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

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8.3 The Tenant shall pay to the Landlord on demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(c) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(d) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes (but no more than once in any 24 month period).

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

8.4 The Tenant shall:

(a) give the Landlord notice immediately upon becoming aware of any matter occurring that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;

(b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

(c) comply at all times with the requirements of the insurers relating to the Property;

(d) give the Landlord immediate notice upon becoming aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or Uninsured Risk or of any other event that might affect any insurance policy relating to the Property;

(e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

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(a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or

(c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.

8.6 If the Property or any access to the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation by the Tenant for the Permitted Use and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use by the Tenant for the Permitted Use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. UNINSURED RISKS

9.1 If the Property is destroyed or damaged (whether in whole or in part) by any Uninsured Risk so as to render the Property or all means of access thereto, unfit for occupation and use:

(a) the rents reserved, or a fair proportion of those rents according to the nature and extent of the damage, shall cease to be payable until either (if the Landlord elects to reinstate the Property pursuant to clause 9.1.(b) below) the earlier of the date on which the Property shall again be fit for occupation and use or until the expiration of

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the period for which the rental income is insured or (if the Landlord does not so elect to reinstate the Demised Premises) the date of termination of this Lease pursuant to clause 9.1 (d) below; and

(b) the Landlord may by notice in writing to the Tenant given at any time within 12 months of the destruction or damage elect whether or not to reinstate the Property.

9.2 If the Landlord elects within such 12 month period to reinstate the Property then the Landlord shall at its own cost (subject to the availability of all consents necessary to commence reinstatement in a form acceptable to the Landlord) reinstate the Property (but not any tenant's fixtures and fittings save those as may be specifically insured by the Landlord) to the extent that is necessary to render the same fit for occupation and use, and such destruction or damage shall be deemed for the purposes of the Landlord's obligation to reinstate to have been caused by an Insured Risk.

9.3 If (pursuant to clause 9.1(b)) the Landlord elects not to reinstate the Property (or if the Landlord fails within the specified 12 month period to make any election) then this Lease shall automatically terminate with effect from the date of such election or, as the case may be, the last date upon which such election could have been made.

9.4 Termination of the Term pursuant to clause 9.3 above will be without prejudice to the rights of any party against any other for any antecedent breach of its obligations under this Lease.

9.5 If (pursuant to clause 9.2) the Property is not fit for occupation and use at the expiration of the period for which the rental income is insured then either party shall at any time thereafter but before the Property is fit for occupation and use be entitled to determine this Lease by written notice to the other and this Lease will terminate.

9.6 Upon termination, the Tenant shall ensure that vacant possession of the whole of the Demised Premises is given to the Landlord.

9.7 If this Lease is determined pursuant to this clause 9 then the Landlord shall be entitled to retain the whole of the insurance monies (if any) for its absolute use and benefit.

10. RATES AND TAXES

10.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

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(b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

10.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

10.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

10.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

11. UTILITIES

11.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

11.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

11.3 The Tenant shall comply with all laws of the relevant suppliers relating to the use of those services and utilities.

12. COMMON ITEMS

12.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

12.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

13. VAT

13.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes subject to receipt by the Tenant of a valid VAT invoice.

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13.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

14. DEFAULT INTEREST AND INTEREST

14.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

14.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

15. COSTS

15.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

(c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease during the Term or within 3 months of the end of the Term; or

(e) any consent or approval applied for under this lease, whether or not it is granted unless such consent is unlawfully withheld or offered subject to unlawful conditions.

15.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

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16. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

17. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

18. REGISTRATION OF THIS LEASE

18.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

18.2 The Tenant shall not:

(a) apply to HM Land Registry to designate this lease as an exempt information document;

(b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or

(c) apply for an official copy of any exempt information document version of this lease.

19. ASSIGNMENTS

19.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not assign part only of this lease.

19.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor enters into an authorised guarantee agreement which:

(a) Is in respect of all the tenant covenants of this lease.

(b) Is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995.

(c) Imposes principal debtor liability on the assignor.

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(d) requires (in the event of a disclaimer of liability under this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term.

(e) Is otherwise in a form reasonably required by the Landlord.

19.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

(a) the Annual Rent or any other money due under this lease is outstanding or there has been a breach of covenant by the Tenant that has not been remedied;

(b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease; or

19.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

20. UNDERLETTINGS

20.1 The Tenant shall not underlet the whole or any part of the Property without the consent of the Landlord which (subject to compliance with the following conditions) shall not be unreasonably withheld provided that not more than 2 under leases (which for the avoidance of doubt shall include any under leases granted by an under tenant) shall subsist at any one time:

(a) together with any property or any right over property that is not included within this lease;

(b) at a fine or premium or reverse premium; nor

(c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

20.2 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

(a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

(b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

20.3 Any underletting by the Tenant shall be by deed and shall include:

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(a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

(b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 20.1(c));

(c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;

(d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and

(e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

20.4 In relation to any underlease granted by the Tenant, the Tenant shall:

(a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

(c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

21. SHARING OCCUPATION

The Tenant may share occupation of the Property with a Group Company for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

22. CHARGING

22.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld provided that no Landlord's consent shall be required for a bona fide floating charge entered into in the normal course of the Tenant's business.

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22.2 The Tenant shall not charge part only of this lease.

23. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

24. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

24.1 In this clause a **Transaction** is:

(a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

(b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

24.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

24.3 No later than one month after a Transaction the Tenant shall:

(a) give the Landlord's solicitors notice of the Transaction; and

(b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

(c) pay the Landlord's solicitors a registration fee of £60 (plus VAT).

(d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

24.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

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25. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

26. REPAIRS

26.1 The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition.

26.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or an Uninsured Risk, unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or

(b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

27. DECORATION

27.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

27.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

27.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

28. ALTERATIONS

28.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

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28.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

28.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

28.4 The Tenant shall not carry out any alteration to the Property which would[, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

29. SIGNS

29.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

29.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed .

29.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

29.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

30. RETURNING THE PROPERTY TO THE LANDLORD

30.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

30.2 At the end of the term the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

30.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

30.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the

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term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

30.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

31. USE

31.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

31.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury or legal nuisance to the Landlord, its other tenants or any other owner or occupier of neighbouring property provided that the use of the Property for the Permitted Use shall not be a breach of this covenant and provided further the Landlord acknowledge that some noise or vibration may be possible from time to time in connection with the Permitted Use.

31.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

32. COMPLIANCE WITH LAWS

32.1 The Tenant shall comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use of all Service Media and machinery and equipment at or serving the Property;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed from the Property.

32.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

32.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

(a) send a copy of the relevant document to the Landlord; and

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(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

32.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

32.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

32.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

32.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

32.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

33. ENERGY PERFORMANCE CERTIFICATES

33.1 The Tenant shall:

(a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

34. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

34.1 The Tenant shall not grant any right or licence over the Property to a third party.

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34.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

(a) immediately give notice to the Landlord; and

(b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

34.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

34.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

(a) immediately notify the Landlord; and

(b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

35.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

35.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

35.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 39.

36. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any

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tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

37. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

38. GUARANTEE AND INDEMNITY

38.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

38.2 Clause 38.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

38.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

39. RE-ENTRY AND FORFEITURE

39.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

(b) any breach of any condition of, or tenant covenant, in this lease;

(c) an Act of Insolvency.

39.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

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40. LIABILITY

40.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

40.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

40.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

41. BREAK CLAUSE

41.1 The Tenant may terminate this lease on the Break Date by serving at least 12 months prior written notice o the Landlord

41.2 Following service of notice in accordance with clause 42.1 this lease shall terminate on the Break Date.

41.3 The Break Notice shall have no effect if:

(a) at the Break Date:

(i) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid and which has been demanded prior to the Break Date;

(ii) vacant possession of the whole of the Property is not given;

41.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

Within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the any monies and any VAT paid in respect of them paid by the Tenant to the Landlord under the provisions of this Lease, for the period from and excluding the Break Date.

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42. ENTIRE AGREEMENT

42.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

42.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that by the Landlord's solicitor has given to any written enquiries raised by the Tenant's solcitors before the date of this lease.

42.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

42.4 Nothing in this clause shall limit or exclude any liability for fraud.

43. NOTICES, CONSENTS AND APPROVALS

43.1 A notice given under or in connection with this lease shall be:

(a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number.

43.2 If a notice is given in accordance with clause 43.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

(c) if sent by fax, at 10.00 am on the next working day after transmission.

43.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This official copy is incomplete without the preceding notes page.

PGH1-1050

43.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

43.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by a person duly authorised on behalf or the Landlord; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

43.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

43.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

44. CONFIDENTIALITY

44.1 The Landlord and Tenant undertake to keep all rental information confidential and only between themselves provided that this will not prevent or limit either party from disclosing the figures to:

(a) its professional advisers or any institution in connection with its funding; disclosing the figures in connection with an anticipated sale of the business or an asset or assets; and

(b) produce statistics for the business.

44.2 Further, the Tenant shall make the required amendments to the land registration application for the Lease in order to protect the sensitive rental information in the lease from disclosure by making it an exempt information document or otherwise and shall extend the application to include both the Freehold and Leasehold titles.

This official copy is incomplete without the preceding notes page.

PGH1-1051

45. GOVERNING LAW AND JURISDICTION

45.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

45.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

46. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 [but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act].

47. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

This official copy is incomplete without the preceding notes page.

PGH1-1052

Signed as a deed on behalf of KAPASH PROPERTIES LIMITED a company incorporated in British Virgin Islands by ( ) and by ( ) being persons who, in accordance with the laws of that territory are acting under the authority of the Company

.....
Signature of ( )
Authorised Signatory

.....
Signature of ( )
Authorised Signatory

Executed as a deed by PURE GYM LIMITED acting by , a director in the presence of

.....
Director

.....
Witness Signature

.....
Witness Name

.....

.....
Witness Address

This official copy is incomplete without the preceding notes page.

PGH1-1053

Signed as a deed on behalf of KAPASH PROPERTIES LIMITED a company incorporated in British Virgin Islands by ([redacted])
and by ([redacted])
being persons who, in accordance with the laws of that territory are acting under the authority of the Company

[redacted]
.....
Authorised Signatory [redacted]

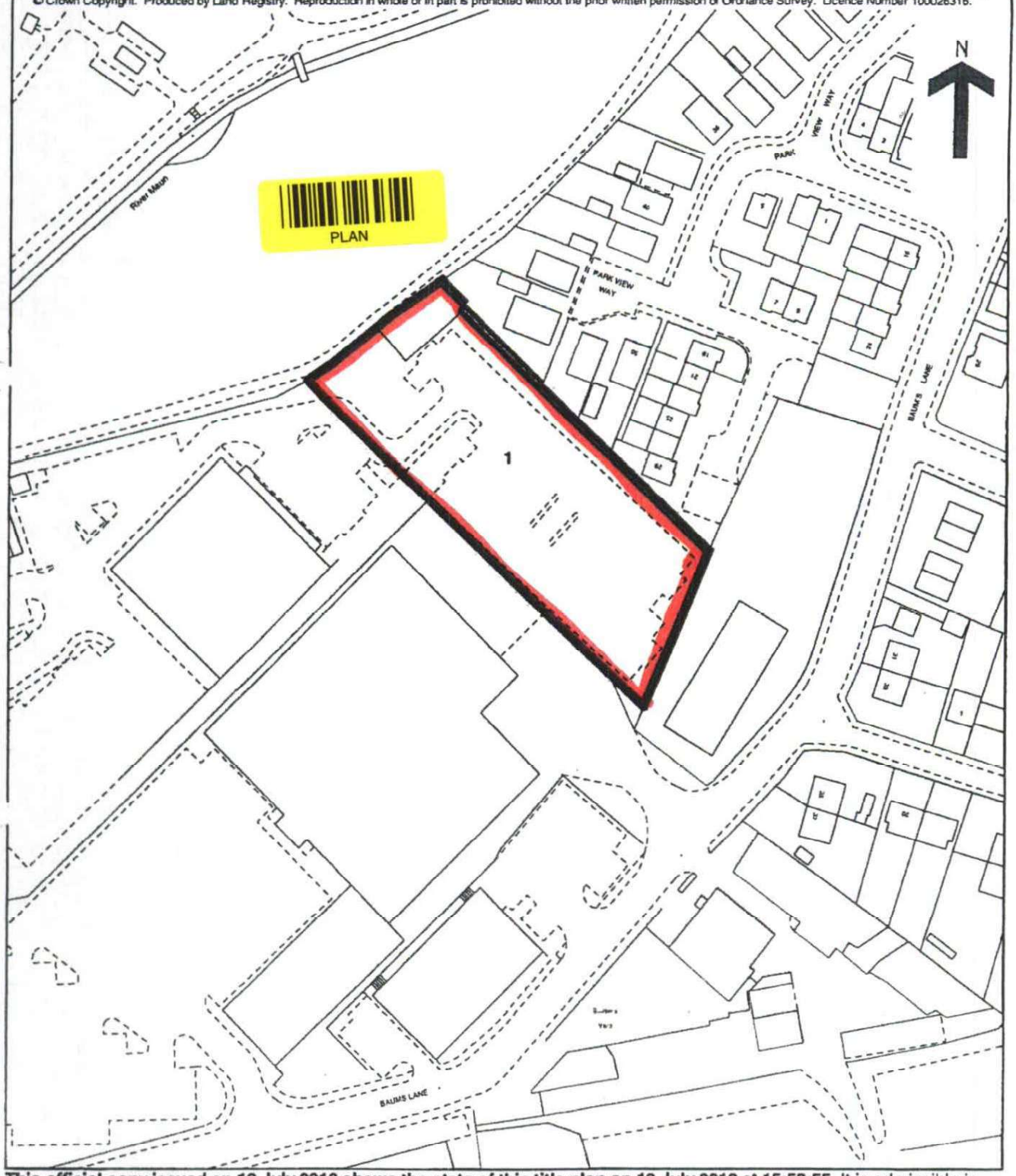
[redacted]
.....
Signature of ([redacted])
Authorised Signatory

This official copy is incomplete without the preceding notes page.

Land Registry Official copy of title plan

Title number **NT128882**
Ordnance Survey map reference **SK5360SE**
Scale **1:1250**
Administrative area **Nottinghamshire: Mansfield**

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This title is dealt with by Land Registry, Wales Office.

This official copy is incomplete without the preceding notes page.

Land Registry Official copy of title plan

Title number **NT114610**
Ordnance Survey map reference **SK5360SE**
Scale **1:1250**
Administrative area **Nottinghamshire: Mansfield**

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This title is dealt with by Land Registry, Wales Office.

0402019005

This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number NT486177 | Edition date 29.05.2025

- This official copy shows the entries on the register of title on 27 MAY 2026 at 16:14:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 May 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NOTTINGHAMSHIRE : MANSFIELD

1 (07.11.2012) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Pure Gym, Nottingham Road, Mansfield (NG18 1BW).

2 (07.11.2012) The mines and minerals are excepted from the registration of the land edged brown on the title plan.

3 (07.11.2012) As to the land hatched blue on the title plan the mines and minerals together with ancillary powers of working are excepted.

4 (07.11.2012) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

5 (07.11.2012) There are excepted from the registration of the land tinted yellow on the title plan the mines and minerals excepted and reserved by a Deed of Enfranchisement thereof and other land dated 11 June 1918 made between (1) The Most Noble William John Arthur Charles James Duke of Portland (2) Edward Horseman Bailey and others and (3) The Mansfield Railway Company.

The following are particulars of the exceptions and reservations contained in the Deed:-

Save nevertheless and except out of the Conveyance hereby made or regranted the existing rights of the Lord of the Manor of Mansfield of and in the coal ironstone and other minerals lying and being within and under the said land and hereditaments hereinbefore expressed to be hereby conveyed.

6 (07.11.2012) There are excluded from the registration of the land tinted brown on the title plan the mines and minerals excepted by a surrender thereof dated 29 July 1919 made between George Chivers Bower Esquire (Official Trustee) and (2) The Reverend Hubert Henry Dovatt Lloyds Mark and others (Trustees) in the following terms and the land is also subject to the following ancillary powers of working:-

A: Property Register continued

SAVE AND EXCEPT to the Official Trust and to the Trustees of the Mansfield Church Estate their respective heirs successors and assigns all and any the mines and minerals within and under the said piece of land with power to win work get and carry away the same by underground operations only without entering on the surface and to let down the surface in so doing making to the said Joseph Crisp his heirs and assigns adequate compensation for damage to the surface or any buildings thereafter erected thereon But so that the exception and reservation aforesaid or the passing of the said Surrender should not be deemed in anywise to prejudice the rights of the Lord of the said Manor in whom was the property in the said mines and minerals and mineral substances or in anywise add to the possessory right or interest of the said Official Trustee or the Trustees according to the custom of the said Manor to and in the mines and minerals and mineral substances or any of them or confer any rights or powers for the purpose of getting working and carrying away the same except with such consent of the Lord of the said Manor as would have been necessary prior to the making of the said Surrender.

7 (07.11.2012) There are excluded from the registration of the land tinted brown on the title plan the mines and minerals excepted by an Indenture thereto dated 26 March 1920 made between (1) The Most Noble William John Arthur Charles James Duke of Portland K.G. (2) Edward Horsman Bailey and others and (3) Joseph Crisp and Julia Lucy Crisp in the following terms:-

BUT SAVE NEVERTHELESS and except out of the conveyance thereby made or regranted the existing rights of the Lord of the Manor of Mansfield of and in the coal ironstone and other minerals lying and being within and under the said land and hereditaments thereinbefore expressed to be thereby conveyed.

8 (07.11.2012) There are excluded from the land tinted blue on the title plan the mines and minerals excepted by a Conveyance of the freehold estate therein and other land dated 31 December 1969 made between (1) British Railways Board and (2) The Mansfield Corporation in the following terms:-

"THERE are not included in this Conveyance any mines or minerals under the property except in so far as the same were expressly conveyed to the Mansfield Railway Company on the acquisition on the property for the purpose of a railway and are not now vested in the National Coal Board"

9 (07.11.2012) A Conveyance of the freehold estate in the land edged blue and hatched blue on the title plan and other land dated 28 March 1980 made between (1) British Railways Board (Board) and (2) Herbert Baggaley Construction Limited (Purchaser) contains the following exceptions and reservations:-

"(A) THERE are not included in the Conveyance:-

(i) any mines or minerals under the property except inso far as the same were expressly conveyed to The Mansfield Railway Company on the acquisition of the property for the purposes of a railway and are not now vested in the National Coal Board

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

THERE are reserved to the Board:-

(i) the right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemd to be enjoyed by the licence or

A: Property Register continued

consent of the Board and not as of right

(ii) the right of support from the property for the adjoining property of the Board

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board

(iv) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause

(v) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land the Board making good any damage occasioned to the property by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause."

This registration takes effect subject thereto and the mines and minerals so excepted are excluded from the registration

10 (07.11.2012) The land tinted blue, tinted brown, edged brown, tinted mauve and tinted yellow on the title plan has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 29 September 2003 referred to in the Charges Register.

11 (07.11.2012) The Transfer dated 29 September 2003 referred to above contains a provision as to light or air.

12 (07.11.2012) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 10 October 2012
Term : 15 years from 10 October 2012 and expiring on and including
9 October 2027
Parties : (1) Kapash Properties Limited
(2) Pure Gym Limited

13 (07.11.2012) The Lease prohibits or restricts alienation.

14 (07.11.2012) The landlord's title is registered.

15 (29.05.2025) By a Deed dated 7 May 2025 made between (1) Kapash Properties Limited and (2) Pure Gym Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (07.11.2012) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of The Hutts, Grewelthorpe, Ripon, North Yorkshire HG4 3DA.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (07.11.2012) The land is subject to the rights reserved by the registered lease.

C: Charges Register continued

2 (07.11.2012) A Conveyance of the freehold estate in the land tinted brown on the title plan and other land dated 9 April 1920 made between (1) Joseph Crisp (Vendor) and (2) Herbert Baggaley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The said covenants are expressed to be released and varied by an Indenture dated 28 September 1921 made between (1) Joseph Crisp and (2) Herbert Baggaley.

NOTE: Copy filed under NT114610.

3 (07.11.2012) A Conveyance of the freehold estate in the land tinted mauve on the title plan and other land dated 12 October 1932 made between (1) Sam Hill (Vendor) and (2) Edwin Jackson and Herbert Jackson (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (07.11.2012) An Agreement dated 7 June 1971 made between (1) James Windsor and Son (Mansfield) Limited and (2) Wakers (Mansfield) Limited relates to rights of support.

NOTE: Copy filed under NT114610.

5 (07.11.2012) A Transfer of the freehold estate in land adjoining the north western boundary of the land tinted brown and tinted mauve on the title plan dated 29 September 2003 made between (1) Fitness First Clubs Limited and (2) Tain Investments Limited contains Transferees restrictive covenants.

NOTE: Copy filed under NT114610.

Schedule of restrictive covenants

1 (07.11.2012) The following are details of the covenants contained in the Conveyance dated 9 April 1920 referred to in the Charges Register:-

"THE Purchaser for himself and his assigns and to the intent and so as to bind not only himself personally but also (so far as practicable) all persons claiming title under him or them hereby covenants with the Vendor his heirs and assigns the owner or owners for the time being of the remainder of the said larger piece of land containing Three thousand two hundred and thirty seven square yards or thereabouts in manner following that is to say:-

.....
..

(b) That the Purchaser his heirs and assigns shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestrictive user of any adjoining or neighbouring hereditaments now belonging to the Vendor (except the said portion hatched blue on the said plan) either for building or any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right

.....
..

(d) That it shall be lawful for the Vendor his heirs and assigns owner or owners for the time being of the portion of the said larger piece of land containing Three thousand two hundred and thirty seven square yards or thereabouts for the time being remaining unsold at any time hereafter to release vary or modify any covenant or stipulation on the part of the Purchaser herein contained and also to sell any part or parts of the remainder of the said larger piece of land free from any covenants by the Purchaser thereof or subject to such covenants as he or they may think fit"

2 (07.11.2012) The following are details of the covenants contained in the Conveyance dated 12 October 1932 referred to in the Charges Register:-

Schedule of restrictive covenants continued

"The Purchasers hereby jointly and severally covenant with the Vendor

(a) To erect at their own expense within one month from the date of sale to the satisfaction of the Vendor and forever afterwards maintain in good and substantial repair and condition a brick wall nine inches thick and Ten feet in height from the level of the ground all along the North West and West sides of the hereditaments hereby conveyed

(b) That no building to be erected on the land shall be used for any purpose other than that connected with the business of a Stone and Monumental Mason without the consent in writing of the Vendor or his successors in title

(c) That the Purchasers and their successors in title shall not be entitled to any right of light or air in respect of the property hereby conveyed which would in any manner diminish or interfere with the free and unrestricted user of any adjoining or neighbouring property now belonging to the Vendor either for building or any other purpose

(d) That the vendor and his successors in title and all other persons deriving title under him owner or owners for the time being of the said adjoining or neighbouring property now belonging to the Vendor shall have full and free right and liberty at all times hereafter to use build up to and bond in or against the brick wall hereinbefore referred to to be erected by the Purchasers (or any wall substituted therefore) and to do all such acts and things over under in or upon the said wall and the site thereof as may be necessary to obtain the full benefit of such rights and liberties

(e) That the Purchasers their successors in title will not at any time hereafter without the consent in writing of the Vendor or his successors in title erect any building (except as hereinafter mentioned) or stack any timber or stone or any other material on the land hereby conveyed of a height exceeding Ten feet

EXCEPT that any building of a greater height than Ten feet may be erected on the said land providing that it is of permanent construction and built of brick or stone."

End of register

Gyms > Mansfield Gym

Mansfield Gym

Mansfield Leisure Park, Nottingham Road, NG18 1BW Directions from me

Join

PGH1-1063







Membership options

Off-Peak

Plan includes

Limited access hours

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus...

Multi-gym Access

PGH1-1064

Book classes 8 days in advance

£20.99
per month + £10 joining fee

Book classes 8 days in advance

£25.99
per month + £10 joining fee

Book classes 14 days in advance
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

£31.99
per month + £10 joining fee

Brand new kit just landed

Menu

Join

Gym Details | Classes | Personal Trainers

Compare Plans



PGH1-1065

About PureGym Mansfield

Great news! Your gym just got brand new kit including a primal air bike and a prone leg curl!

Whether you've been to every gym imaginable, or it's your first time stepping into one, everybody is welcome at PureGym Mansfield. We're a low cost, high value gym with a huge range of kit and classes to suit all goals, and our flexible, no contract memberships mean you can join and leave whenever you want.

We're located in Mansfield Leisure Park next to B&M Home, and have **free parking*** available.

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours (check your gym's hours here), please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

220+ Pieces of Kit
Cardio plus functional equipment and free and fixed resistance weights

PTs Available
One-to-one training with Personal Trainers

Member Benefits
Special discounts for being a PureGym member!

PGH1-1066

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-10677

360 virtual tour of Mansfield Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Chris Nichol
Gym Manager



Amanda Lay
Assistant Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

PGH1-1068

Use **NG18 1BW** to find our free on-site parking at the front and rear.

*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

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Facebook Messenger

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Help & Support

Company

Serious Stuff

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Download on the App Store

GET IT ON Google Play

Download the PureGym app

Follow us

PGH1-10699

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-1070

Docusign Envelope ID: CFFD10C3-197D-404D-AED6-5699F9C2D0E8

IRG/120213-0043

DATED 9 April 2026

(1) **DRANSFIELD PROPERTIES LIMITED**

(2) **PURE GYM LIMITED**

Lease of ground floor and mezzanine Unit A, 60 Stockport Road, Hyde SK14 5ET

---

myerson

Myerson Solicitors
Grosvenor House
20 Barrington Road
Altrincham
Cheshire
WA14 1HB

T [redacted]
F
E [redacted]
W www.myerson.co.uk

Contents

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LAND REGISTRY REQUIRED WORDING

LR1	**Date of Lease**	9 April 2026
LR2	**Title Number(s)**	**Landlord's title number:** GM753602 and GM763074 **Other Title Numbers:** MAN465594
LR3	**Parties to this Lease**	**Landlord** **Dransfield Properties Limited** (Company No. 02747056) whose registered office is at Dransfield House, 2 Fox Valley Way, Fox Valley, Sheffield S36 2AB **Tenant** **Pure Gym Limited** (Company Number 06690189) whose registered office is at Town Centre House Merrion Centre Leeds LS2 8LY
LR4	**Property**	Ground floor and mezzanine, Unit A, 60 Stockport Road, Hyde SK14 5ET as more fully described as the Premises in clause 1.2 **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail**
LR5	**Prescribed Statements**	None
LR6	**Term for which the Property is leased**	15 years from and including [13 April] 2026
LR7	**Premium**	None
LR8	**Prohibitions or restriction on disposing of this Lease**	This lease contains a provision that prohibits or restricts dispositions
LR9	**Rights of acquisition.**	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10	**Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**	Clause 8
LR11	**Easements**	LR11.1 Easements granted by this lease for the benefit of the Property Schedule 1

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		LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Schedule 2
LR12	**Estate rentcharge burdening the Property**	None
LR13	**Application for standard form of restriction**	None
LR14	**Declaration of trust where there is more than one person comprising the Tenant**	None

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LEASE PARTICULARS

Date	:	9 April 2026…….
Landlord	:	Dransfield Properties Limited (Company No. 02747056) whose registered office is at Dransfield House, 2 Fox Valley Way, Fox Valley, Sheffield S36 2AB
Tenant	:	Pure Gym Limited (Company Number 06690189) whose registered office is at Town Centre House Merrion Centre Leeds LS2 8LY
Premises	:	The ground floor and mezzanine of Unit A, 60 Stockport Road, Gee Cross, Hyde SK14 5ET as more particularly described in the Definition of Premises
Contractual Term	:	15 years beginning on [13 April] 2026
Basic Rent	:	£115,000 (exclusive of VAT) per annum as from time to time reviewed under Schedule 3 or as otherwise altered
Rent Commencement Date	:	[13 July] 2026
Review Date(s)	:	The fifth and tenth anniversaries of the first day of the Contractual Term.
Permitted Use	:	A 24 hours a day 7 days a week health and fitness facility within Class E(d) of the Town and Country Planning (Use Classes) Order 1987, as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 (but only as both are enacted today) ("the Order")

Docusign Envelope ID: CFFD10C3-197D-404D-AED6-5699F9C2D0E8

Lease

Dated 9 April 2026

Between the parties as specified in the Particulars.

It is agreed

1 Definitions

1.1 The Lease Particulars are part of this Lease; the terms specified in them are defined terms in this Lease.

1.2 In this Lease unless the context otherwise requires the following expressions shall have the following meanings:

Authority means any statutory, public, local or other authority or any court of law or any government department or any of them or any of their duly authorised officers.

Break Date means [12 April] 2036.

Building means the buildings and external areas known as 60 Stockport Road, Gee Cross, Hyde SK14 5ET shown approximately edged in blue on the Site Plan.

Car Park means the parking areas shown on the Site Plan.

Common Parts means all parts of the Building from time to time provided for the common use of the tenant and/or one or more occupiers of the Building and their visitors, including, without limitation, any of the following which fall within this definition: vehicular and pedestrian accesses, passages, the Car Park, stairways, circulation areas, loading bays, fire escapes, storage areas, refuse collection and disposal areas.

Conduits means all conducting media and ancillary apparatus used for the passage of Utilities.

Consent means an approval, permission, authority, licence or other relevant form of approval given by the Landlord in writing.

Determination means the end of the Term however that occurs.

Development Restrictions means that in exercising the rights pursuant to paragraph 4 of the Second Schedule:

(a) any diminishment, obstruction or interference to the rights or other easements appertaining to or enjoyed by the Premises shall not have a materially adverse effect on the use of the Premises and the business operated therefrom upon the completion of any works or redevelopment;

(b) there is no permanent material adverse interference with the Tenant's use of the Premises in accordance with the terms of this Lease;

(c) all reasonable endeavours are taken to minimise any interference or obstruction to the Premises or diminishment to the rights enjoyed at the Premises by building work, scaffolding, noise, dust, vibration (having had regard to the Tenant's reasonable suggestions in relation to limiting any such interference, obstructions or diminishment);

(d) all damage to the Premises is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

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(e) the Landlord uses reasonable endeavours to complete any work or redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals).

ECTEA 2022 means the Economic Crime (Transparency and Enforcement) Act 2022.

ECTEA Compliant Disposition means, where the registration of a disposition by an Overseas Entity is prohibited by a restriction entered under:

(f) paragraph 3 of Schedule 4A to the LRA 2002, a disposition that falls within paragraph 3(2) of Schedule 4A to the LRA 2002; or

(g) paragraph 4 of Schedule 4A to the LRA 2002, a disposition that falls within paragraph 4(2) of Schedule 4A to the LRA 2002

ECTEA Compliant Entity means an Overseas Entity which is either a Registered Overseas Entity or an Exempt Overseas Entity.

Enactment means every Act of Parliament in force during the Term together with any other legislation having effect in England and Wales and, unless otherwise stated, references (whether specific or general) to any Enactment include any statutory modification or re enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it.

Environment means the following media (whether alone or in combination):

(a) air (including the air within buildings and the air within other natural or man-made structures whether above or below ground);

(b) water (including water under or within land or in drains or sewers);

(c) soil and land (including buildings and structures); and

any ecological systems and living organisms (including humans) supported by these media.

EPC means an energy performance certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations means Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Exempt Overseas Entity means an Overseas Entity of a description specified in regulations made under section 34(6) of the ECTEA 2022.

Group Company means a company that is within the same group of companies as the Tenant, group of companies having the meaning given in section 42 of the Landlord and Tenant Act 1954.

Harm means significant harm to the Environment.

Hazardous Substance means any material, substance or organism which, alone or in combination with others, is capable of causing Harm.

Inherent Defects means any defect in the Premises or the Building or in anything installed in or on the Premises or the Building which is attributable to:

(a) defective design;

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(b) defective workmanship or materials;

(c) defective supervision of the construction of or the installation of anything in or on the Premises or the Building;

(d) defective preparation of the site upon which the Premises or the Building are constructed.

Index means the "All Items" index figure of the Retail Prices Index published by the Office for National Statistics or any successor body.

Insurance Charge means the Percentage of such reasonable sums that the Landlord shall from time to time properly pay by way of premium under the Insurance Policies.

Insurance Policies means the insurance policy or policies maintained by the Landlord or any superior landlord in respect of the Building covering damage by Insured Risks, Loss of Rent and public liability.

Insured Risks means fire, storm, tempest, lightning, explosion, riot, civil commotion, malicious damage, impact, flood, bursting or overflowing of water tanks, burst pipes, discharge from sprinklers, aircraft and other aerial devices or articles dropped from them (other than war risks), terrorist risks (provided such cover against terrorism is available on reasonable terms), earthquake, landslip, heave, subsidence and such other risks as the Landlord may from time to time reasonably require to be covered.

Insurers means the underwriters or insurance office with whom the Insurance Policies are effected.

Interest Rate means 3 per cent above the base lending rate from time to time of National Westminster Bank Plc or such other bank as the Landlord (acting reasonably) may from time to time nominate and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis.

Landlord includes the immediate reversioner to this Lease from time to time.

Lease means this lease and includes where relevant any deed of variation, licence, Consent or other document supplemental to or associated with this Lease.

Legal Obligation means any obligation from time to time created by any Enactment or Authority which relates to the Building or its use and includes, without limitation, obligations imposed as a condition of any Necessary Consents.

Lettable Area means a part of the Building designed or intended for letting or exclusive occupation (except in connection with the management of the Building), the boundaries of any Lettable Area being determined where applicable in the same manner as the boundaries of the Premises.

Loss of Rent means loss of all Basic Rent from the Premises due to damage or destruction by any of the Insured Risks for a period of 3 years having regard to potential increases in that income as a result of rent reviews.

MEES Regulations means Energy Efficiency (Private Rented Property) (England and Wales) regulations 2015(2015/962) Standards regulations.

Meter means all gauges and other equipment used for the measurement of the electricity supplied from the PV system to the Supply Point.

New Contamination means any Hazardous Substance first present at in on under or migrating to or from the Premises after the date of commencement of the Contractual Term.

Necessary Consents means planning permission and all other consents, licences, permissions and approvals whether of a public or private nature which shall be relevant in the context.

Original Tenant means Pure Gym Limited (Company Registration Number 06690189).

Outgoings means all rates, taxes, charges, duties, assessments, impositions and outgoings of any sort which are at any time during the Term payable whether by the owner or occupier of property and includes charges for electricity, gas, water, sewerage, telecommunications and other services rendered to or consumed by the relevant property and all charges for meters and all standing charges relating to such services but excludes (i) tax payable by the Landlord on the receipt of the Basic Rent or on any dealings with its reversion to this Lease and (ii) input Value Added Tax suffered by the Landlord in respect of the Building.

Overseas Entity means an overseas entity within the meaning of section 2 of the ECTEA 2022.

Overseas Entity ID means the overseas entity ID allocated to an Overseas Entity under section 5 of the ECTEA 2022.

Percentage means a fair and reasonable proportion as determined by the Landlord acting reasonably but which in the absence of special circumstances will be substantially the same as the proportion which the gross internal area of the Premises bears to the gross internal area of all the Lettable Areas at the relevant time.

Planning Acts means the Planning Acts as defined in s336 Town & Country Planning Act 1990, the Planning & Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any other Enactment relating to town and country planning.

Plant means the plant, equipment and machinery from time to time in or on and servicing the Building including, without limitation, lifts, hoists, generators and equipment for air conditioning, ventilation, heating, cooling, fire alarm, fire prevention or fire control, communication and security.

Premises means that Lettable Area on the ground floor and mezzanine of Unit A of the Building which is shown edged red on the Premises Plan and the Site Plan and in respect of the Lettable Area extends from the upper side of the floor slab immediately below that Lettable Area to the underside of the roof of the building immediately above that Lettable Area including:

(a) the plaster and other finishes on the inner sides of the walls bounding that Lettable Area and on all faces of all load bearing walls and pillars wholly within that Lettable Area; and

(b) all ceilings and other finishes immediately above that Lettable Area and all floors floor screeds and other finishes applied to the floor slab immediately below that Lettable Area; and

(c) the whole of all non load bearing walls or partitions wholly within that Lettable Area; and

(d) one half in thickness of all party walls bounding that Lettable Area; and

(e) all Conduits and Plant within that Lettable Area and which serve that Lettable Area exclusively;

(f) the shop front and fascia;

(g) all doors and windows of that Lettable Area together with the frames glass and furniture of them;

(h) all additions alterations and improvements made to it,

(i) the canopy or awning (if any) above any entrance to the Premises,

and references to the Premises shall include reference to any part of them. The Premises shall not include the PV System.

Premises Plan means the attached plan numbered WAL-23-42-LP03C.

President means the President from time to time of the Royal Institution of Chartered Surveyors or any person authorised at the relevant time to act on his behalf.

PV System means the photovoltaic panels installed on the roof above the Premises and their associated infrastructure including mounting brackets and equipment, monitoring equipment, inverters, meters, modems, storage battery and wiring within the Building, including all alterations, improvements, replacements, upgrades and additions made during the Term.

Qualifying Estate means a qualifying estate within the meaning of paragraph 1 of Schedule 4A to the LRA 2002.

RAAC means reinforced autoclaved aerated concrete.

Registered Overseas Entity means an Overseas Entity that is both:

(a) registered in the register kept under section 3 of the ECTEA 2022; and

(b) compliant with the duty or duties specified in paragraph 8 of Schedule 4A to the LRA 2002.

Relevant Substance means any substance (in whatever form) which is capable of causing Harm.

Retained Property means all parts of the Building except for the Premises and the other Lettable Areas and includes without limitation:

(a) the Common Parts;

(b) the foundations, roof, exterior and structure of the Building and the solar equipment on the roof;

(c) any external areas of the Building;

(d) the walls bounding any Lettable Area other than those walls (if any) indicated as party walls on the Premises Plan;

(e) all load bearing walls and pillars within any Lettable Area;

(f) all structural floor slabs within any Lettable Area;

(g) all Conduits and Plant within any Lettable Area or the Building which do not serve that Lettable Area exclusively.

Scaffolding Restrictions means that in exercising the rights pursuant to the Second Schedule:

(a) the Landlord shall give the Tenant not less than 14 days prior written notice of its intention to erect scaffolding;

(b) such scaffolding shall be erected only where there is no reasonably viable alternative;

(c) the Landlord shall attach signage to the scaffolding (at its own cost) confirming that the Tenant's business remains open for trade;

(d) scaffolding shall be erected for as short a period of time as is reasonably practicable;

(e) upon its removal the Landlord shall make good to the Tenant's reasonable satisfaction any damage caused to the Premises as a result of the erection of, use of or removal of the scaffolding; and

(f) no scaffolding shall (save in case of emergency) be erected during January.

Service Charge means the Service Charge as defined in Schedule 4.

Service Charge Cap means the sum of [Nine thousand three hundred and nine pounds and twenty nine] Pounds (£[9,309.29]) for the first Service Charge Period (or proportionately for part of the year) and increasing thereafter pursuant to Schedule 4 below.

Sign includes any sign, hoarding, showcase, signboard, bill plate, fascia, poster or advertisement.

Site Plan means the attached plan numbered WAL-23-42-LP04C.

Supply Point means the point at which the PV System is connected into the electricity supply equipment serving the Premises.

Tenant includes its successors in title personal representatives and assigns in whom this Lease shall for the time being be vested.

Term means the Contractual Term granted by this Lease with any continuation of it.

Title Matters means the matters contained or referred to in the registers of title numbers GM753502, GM763074 and MAN 465594 to the extent that they relate to the Premises and are still subsisting save for financial charges.

Utilities means the drainage of surface water and sewage and the supply or transmission of electricity, gas, telecommunications, water, fibre or any other services or supplies made to or consumed in the Premises.

Uninsured Risk means damage by some action or event where such risks are not fully insured or are subject to some special limitation excess or exclusion such that the full cost of reinstatement (save for normal excesses) is not recoverable by the Landlord under its Insurance Policy but not where such irrecoverability is wholly or in part by reason of any act, neglect or default of the Tenant or its servants or agents.

Value Added Tax means value added tax as defined in the Value Added Tax Act 1994 and includes any future tax of a like nature.

1.3 In this Lease unless the context otherwise requires:

(a) words importing any gender include every gender;

(b) words importing the singular number only include the plural number and vice versa;

(c) words importing persons include firms, companies and corporations and vice versa;

(d) references to numbered clauses and schedules are references to the relevant clause in or schedule to this Lease;

(e) reference in any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule;

(f) where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;

(g) any obligation on the Tenant not to do or omit to do anything shall include an obligation to use reasonable endeavours not to allow that thing to be done or omitted to be done by any employee servant agent invitee or licensee of that party;

(h) where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done;

(i) where any Consent of the Landlord or the Tenant is required that Consent shall not be unreasonably withheld or delayed;

(j) the headings to the clauses, schedules and paragraphs shall not affect the interpretation;

(k) reference to the Premises being **unfit for occupation and use** means without limitation that they are incapable of reasonable access (and **fit for occupation and use** shall be construed accordingly); and

(l) any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid.

2 Demise and Rent

The Landlord demises the Premises to the Tenant for the Contractual Term reserving the Basic Rent together with the rights set out in Schedule 1 and except and reserving to the Landlord the rights set out in Schedule 2 subject to and with the benefit of the Title Matters.

3 Tenant's covenants

The Tenant covenants with the Landlord as follows:

3.1 To pay Rent and Interest

3.1.1 During the Term the Tenant shall pay the Landlord by way of rent:

(a) the Basic Rent by equal monthly payments in advance on the first day of each month by electronic transfer; and

(b) the Insurance Charge which shall be paid as stated in Clause 5.5.

3.1.2 The Basic Rent for the period from and including the Rent Commencement Date to and including the day before the next payment date shall be paid on the Rent Commencement Date.

3.1.3 If any sums due from the Tenant to the Landlord are not paid on the date on which they became due (whether or not demanded in the case of the Basic Rent), the sum in question shall carry interest at the Interest Rate for the period from and including the date on which it became due until the date of actual payment and that interest shall be paid by the Tenant within 14 days of written demand.

3.1.4 If the Landlord (acting reasonably) lawfully and properly refrains from demanding or accepting any of the Basic Rent or any other sum due from, or tendered by, the Tenant under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then the Tenant must pay to the Landlord interest at 3% per year below the Interest Rate on that amount for the period from and including the due date until the date on which payment is made to (or accepted or ought to have been accepted by) the Landlord.

3.1.5 All sums reserved or payable by the Tenant under this Lease are to be paid without any deduction or set off save as required by law.

3.2 To pay Outgoings / other contributions

3.2.1 To pay and discharge all Outgoings relating to the Premises at the times when they become due.

3.2.2 If at any time the Premises are not separately assessed for any Outgoings the Tenant shall pay to the Landlord within 14 days of written demand a fair proportion of any assessment which includes the Premises subject to the Landlord providing itemised details in respect of the Outgoings including copies of all invoices and statements provided by the relevant companies, institutions or entities to which the Outgoings are ultimately payable.

3.2.3 To pay the Service Charge as required by Schedule 4.

3.2.4 To pay the cost of the electricity supply generated by the PV System in accordance with the provisions of Schedule 5.

3.3 Repair and decoration

3.3.1 To keep the Premises in good and substantial repair.

3.3.2 To decorate to a good standard the Premises not less than every 5 years and also in the 3 months preceding Determination (such decorations in the last three months of the Term to be executed in such colours patterns and materials as the Landlord may reasonably and properly require) provided that the Tenant shall not be obliged to decorate more than once in any 18 month period and provided further that whilst this Lease is vested in the Original Tenant the Landlord shall not require the Original Tenant to decorate every 5 years or in the 3 months preceding Determination where the Original Tenant keeps and yields up the Premises in a good state of decorative order.

3.3.3 Nothing in this Lease shall require the Tenant to rectify, make good or otherwise repair (and without limitation Clauses 3.3.1 and 3.3.2 shall not apply to) any damage caused by an Insured Risk or Uninsured Risk.

3.3.4 To keep the Premises in a clean and tidy condition and to make appropriate arrangements for the prompt collection and disposal of refuse.

3.3.5 To clean the glass of all windows comprised in the Premises as often as shall be reasonably necessary.

3.3.6 To use reasonable endeavours to secure the Premises when not in use so as to protect them from vandalism.

3.3.7 If the Tenant is in breach of this Clause 3.3 then in addition to any other rights which the Landlord may have:

(a) the Landlord may serve on the Tenant written notice specifying the breach in question; and

(b) the Tenant shall as soon as practicable after receipt of that notice and in any event within 2 months (or sooner in emergency) commence and proceed with all due speed to remedy the breach provided that the Tenant shall not be obliged to comply with this clause to the extent that the repair or works documented in such notice are the subject of a legitimate dispute or are as a result of damage by an Uninsured Risk; and

(c) if the Tenant fails to comply with Clause 3.3.7(b) (save where the Tenant is permitted to do so in accordance with Clause 3.3.7(b)) the Landlord may enter the Premises and carry out the relevant work and all costs reasonably incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord which the Tenant shall pay within 14 days of written demand with interest on them at the Interest Rate from the date of demand to the date of payment.

3.3.8 The Tenant shall give written notice to the Landlord on becoming aware of:

(a) any damage to or destruction of the Premises; or

(b) any defect or want of repair in the Premises (including without limitation any relevant defect within the meaning of section 4 Defective Premises Act 1972),

which the Landlord is liable to repair under this Lease or which the Landlord is or may be liable to repair under common law or by virtue of any Enactment.

Provided that nothing in this Lease shall be construed as obliging the Tenant to remedy any Inherent Defect or any want of repair which is attributable to an Inherent Defect;

and further provided that nothing in this Lease shall be construed as obliging the Tenant to remove, treat, remediate or otherwise carry out any works of repair (or contribute to the costs of such repair, removal treatment or remediation by way of Service Charge or otherwise) in relation to any RAAC located within the Premises and/or Building.

3.4 Contamination and Pollution

3.4.1 The Tenant shall have no responsibility or liability whatsoever directly or indirectly under this Lease or otherwise as a result of the presence of Existing Contamination or as a result of such previous uses of the Premises or any adjoining or neighbouring property as may have resulted in the release of contaminative substances pollution or other environmental harm ("Contaminative Uses") and the Tenant shall not be liable to the Landlord to make good or rectify (or pay to make good or rectify) any defect or want of repair resulting from Existing Contamination (whether on the Premises or elsewhere) nor shall the Tenant be required to rectify remove treat or render harmless Existing Contamination or rectify any damage or other adverse consequences of any Contaminative Uses.

3.4.2 The Tenant shall not cause or permit any New Contamination and the parties agree:-

(a) If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of Existing Contamination then as between the Landlord and Tenant the sole responsibility for complying with such environmental notice or for payment of costs is to rest with the Landlord to the exclusion of the Tenant

(b) If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of New Contamination then as between the Landlord and Tenant the sole responsibility for complying with such environmental notice or for payment of costs is to rest with the Tenant to the exclusion of the Landlord

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(c) The Tenant and the Landlord agree that the provisions of this clause constitute an agreement on liabilities for the purposes of Part 2A of the Environmental Protection Act 1990 and any statutory guidance issued in respect of it and the parties acknowledge that either party may show it to any environmental authority for the purposes of establishing any allocation of liability in the event of any action by an environmental authority.

3.5 Return of the Premises at the end of the Term

3.5.1 On Determination the Tenant shall yield up the Premises to the Landlord in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's covenants in this Lease and with vacant possession and shall remove all Signs, Tenant's trade fixtures and fittings and loose items from the Premises making good to the reasonable satisfaction of the Landlord any damage caused by such removal.

3.5.2 The Tenant shall reinstate all alterations and restore the Premises to the state and condition in which the Tenant first took possession of them unless the Landlord requires otherwise by giving notice no later than three months before the end of the Term.

3.5.3 If at such time as the Tenant has vacated the Premises after the determination of this Lease any property of the Tenant shall remain in or on the Premises and the Tenant shall fail to remove the same within fourteen (14) days after receiving a written request from the Landlord so to do by a notice to that effect then the Landlord may as the agent of the Tenant sell such property and shall then hold the proceeds of sale after deducting such reasonable and proper costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant.

3.6 Use

3.6.1 The Tenant shall not use the Premises for any purpose except the Permitted Use.

3.6.2 The Tenant shall not use the Premises principally for the retail sale of food and/or as a newsagent and/or an off licence (or other shop principally selling alcohol) provided that this clause shall cease to have effect on the earlier of:

(a) the fifth anniversary of the date on which Sainsbury's Supermarkets Ltd (company number 3261722) (or a Group Company of Sainsbury's Supermarkets Ltd (company number 3261722)) commenced trading from the immediately adjacent premises; and

(b) the date such adjacent premises cease to be occupied by Sainsbury's Supermarkets Ltd (company number 3261722) (or a Group Company of Sainsbury's Supermarkets Ltd (company number 3261722)).

This Clause 3.6.2 shall not apply to the sale of food and drink (including alcohol) where ancillary to another use, or to use as a café, restaurant or takeaway.

3.6.3 The Tenant shall not use the Premises for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be a nuisance to or cause damage to the Landlord or any other person or which might be harmful to the Premises or the Building.

3.6.4 Not to cause any Relevant Substance to be in on or under or to escape from the Premises and if the Tenant becomes aware of any such Relevant Substance in on under or escaping from the Premises to give prompt written notice of it to the Landlord and to take such steps as any competent authority shall require the occupier of the Premises to take.

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3.6.5 Not to permit the drains to be obstructed by oil, grease or other deleterious matter.

3.6.6 Not to hold on the Premises any political or public meeting nor any sale by auction.

3.6.7 Not to store in the Premises any petrol or other specially inflammable explosive or especially combustible substance provided that the Tenant or the lawful occupier shall be entitled to store and use the same at the Premises to the extent that the same form part of the normal trading operations of the Tenant or such lawful occupier if all statutory requirements in relation thereto are observed.

3.6.8 Not to place leave or install any articles merchandise goods or other things in front of the Premises provided that whilst this Lease is vested in the Original Tenant it may leave advertising A-boards outside the Premises.

3.6.9 To observe and perform the reasonable rules and regulations from time to time made by the Landlord in connection with the orderly and proper use of the Common Parts and also in connection with the security of the Common Parts which are notified to the Tenant in writing so long as such regulations do not derogate from grant and to the extent such regulations and the terms of this Lease conflict, the terms of this Lease will prevail. Without prejudice to the generality of the foregoing the Tenant shall not be entitled to use the Car Park for staff parking save that the manager and assistant manager of the Original Tenant from time to time working at the Premises shall be entitled to park free of charge.

3.6.10 Not to use any portion of any access roads within the Common Parts for the parking of vehicles nor (save in the case of emergency) to carry out any repairs or maintenance to vehicles on the access roads or any service area.

3.6.11 Not to permit any vocal or instrumental music in the Premises so that it causes excessive noise or disturbance save that the Landlord acknowledges that ambient noise will be heard when the doors are open.

3.6.12 Not to permit livestock of any kind to be kept on the Premises.

3.6.13 Not to allow any person to sleep in the Premises nor to use the Premises for residential purposes.

3.6.14 Not to cause any avoidable obstruction during the servicing of the Premises.

3.6.15 Not to do anything which would cause damage to or otherwise affect the use, operation and functioning of the PV System.

3.7 Alterations

3.7.1 The Tenant may carry out structural and/or external alterations, additions or improvements to the Premises and alterations additions or changes to the shop front and fascia of the Premises where:

(a) the Tenant has submitted to the Landlord detailed plans and specifications showing the works; and

(b) the Tenant has first obtained Consent to the works.

3.7.2 The Tenant may carry out internal non-structural alterations which are within the Premises and which do not affect any part of the structure of the Building without consent and the Tenant shall supply to the Landlord as built drawings within 21 days of such internal non-structural alterations being carried out.

3.8 Signs

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3.8.1 The Tenant may fix and display in or on the Premises corporate signage and logos and its trade signs promotional material and advertisements and signs in its corporate design which it displays in the usual course of its business without the consent of the Landlord.

3.8.2 The Tenant may fix or display on the exterior of the Premises (or those external parts of the Building bounding the Premises) any other signs with the Landlord's Consent.

3.9 Dealings with the Premises

3.9.1 Unless expressly permitted by virtue of Clauses 3.9.2 to 3.9.6 the Tenant shall not assign, underlet, charge, part with or share possession or occupation of all or any part of the Premises nor hold the Premises on trust for any other person.

3.9.2 The Landlord shall not unreasonably withhold or delay Consent to a legal charge of the whole of the Premises.

3.9.3 The Landlord shall not unreasonably withhold or delay Consent to an assignment of the whole of the Premises and it is agreed that (without prejudice to any other grounds on which the Landlord may lawfully withhold consent to any assignment or to any other conditions which it may lawfully impose):

(a) the Landlord may withhold consent if:

(i) when the Tenant applies for consent the Basic Rent is unpaid; or

(ii) in the Landlord's reasonable opinion, the prospective assignee is of insufficient financial standing to comply with the Tenant's obligations in this Lease; and

(b) where it is reasonable to do so the Landlord may impose a condition that on or before any assignment the Tenant requesting consent to assign must enter into an authorised guarantee agreement in favour of the Landlord on such terms as the Landlord reasonably requires;

(c) where it is reasonable to do so the Landlord may require the execution and delivery by such persons as the Landlord reasonably requires to act as guarantors to the proposed assignee of a deed in a form reasonably required by the Landlord;

(d) the Landlord may impose a condition that where the Tenant is an Overseas Entity, the assignment will be an ECTEA Compliant Disposition; and

(e) the Landlord may impose a condition that where the assignee is an Overseas Entity, the licence to assign contains an obligation on the assignee (in a form reasonably required by the Landlord) to be an ECTEA Compliant Entity at the time of the application to register the assignment at HM Land Registry.

3.9.4 The Landlord shall not unreasonably withhold or delay Consent to an underletting of the whole or part of the Premises as long as any underlease of the Premises shall:

(a) contain undertenant's covenants on the same terms as the tenant's covenants in this Lease save for those relating to length of term, rent and rent review; and

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(b) in the case of an underletting of part, contain provisions:

(i) requiring the undertenant to pay by way of additional rent a fair and proper proportion of the costs incurred by the Tenant in complying with the tenant's covenants in this Lease; and

(ii) exclude sections 24 to 28 (inclusive) of the 1954 Act from the underlease before the undertenant takes or becomes contractually bound to take the underlease; and

and there shall be no more than two underlettings of part at any one time.

(c) in the case of:

(i) an underletting of whole, be granted at a rent not less than the open market rent for the Premises; and

(ii) an underletting of part, be granted at a rent not less than the open market rent for the premises underlet,

in each case without taking a fine or premium (provided that the Tenant may allow an underlessee a rent free period which reflects open market practice at the relevant time); and

(iii) where the term exceeds five years, contain provisions for the review of rent either:

(A) on each fifth anniversary of the term and otherwise on the same terms as those contained in Schedule 3 in relation to the reviewed rent; or

(B) on terms and at intervals the Tenant is reasonably able to agree to reflect open market practice at the relevant time.

(d) upon the grant of any underlease to obtain covenants on the part of the underlessee direct with the Landlord in such form as the Landlord shall so reasonably require that the underlessee will observe and perform the covenants and conditions on the part of the Tenant contained in this Lease not assign or charge part only nor underlet the whole or any part of the premises sub demised and not assign or charge the whole of the premises sub-demised without obtaining the previous consent of the Landlord under this Lease such consent not to be unreasonably withheld or delayed.

(e) not without the consent of the Landlord which shall not be unreasonably withheld or delayed to vary the terms or waive the benefit of any covenant on the part of a sub tenant or condition contained in an underlease of the Premises.

(f) diligently to enforce the observance and performance of the covenants on the part of a sub tenant and the conditions contained in an underlease of the Premises.

(g) not without the consent of the Landlord which shall not be unreasonably withheld or delayed to accept any sum or payment in kind by way of commutation of the rent payable by a sub tenant of the Premises.

(h) not to accept the payment of rent other than arrears from a sub tenant of the Premises otherwise than by regular quarterly (or more frequent) payments in advance.

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(i) duly and punctually to exercise all rights to revise the rent reserved by an underlease of the Premises and not to agree with a sub-tenant a revised rent without the approval of the Landlord which shall not be unreasonably withheld or delayed.

(j) The Tenant must not underlet the whole or part of the Premises:

(i) unless, where the Tenant is an Overseas Entity and an application to HM Land Registry is required to register the undertenant as the proprietor of a Qualifying Estate, the underletting is an ECTEA Compliant Disposition; and

(ii) unless, where the undertenant is an Overseas Entity and an application to HM Land Registry is required to register the undertenant as the proprietor of a Qualifying Estate, the licence to underlet contains an obligation on the undertenant (in a form reasonably required by the Landlord) to be an ECTEA Compliant Entity at the time of the application to register the underlease at HM Land Registry.

3.9.5 The Tenant may share occupation of the Premises with any Group Company on condition that the sharing shall not create any relationship of landlord and tenant and that on any occupier ceasing to be a Group Company or on any assignment of this Lease the occupation shall immediately cease or be otherwise documented in accordance with this Clause 3.9 and the Tenant shall promptly notify the Landlord in writing of the identity of any occupier.

3.9.6 The Tenant may enter into concession agreements with other parties permitting such parties to operate from any part or parts of the Premises for the purpose of a trade or business permitted by the terms of this Lease Provided that:

(a) no relationship of landlord and tenant is created or the relationship exclude sections 24 to 28 (inclusive) of the 1954 Act;

(b) no more than 30% in aggregate of the area of the Premises shall be occupied by concessionaires and any underlessees of a part of the Premises;

(c) any such concession agreement terminates automatically in the event of determination of this Lease; and

(d) the Tenant shall promptly notify the Landlord in writing of the identity of any concessionaire.

3.9.7 Within 14 days after any dealing with or transmission or devolution of the Premises or any interest in it the Tenant shall give to the Landlord's solicitors at that time notice and pay those solicitors a registration fee of £70.00.

3.9.8 In respect of every disposition that is registrable at HM Land Registry, where an application to register the disposition at HM Land Registry cannot be made unless the assignee or undertenant is an ECTEA Compliant Entity at the time of the HM Land Registry application, the Tenant must (or must use reasonable endeavours to procure that this is done):

(a) supply to HM Land Registry the assignee or undertenant's Overseas Entity ID (and any other evidence required by HM Land Registry to register the disposition); or

(b) confirm to HM Land Registry that the assignee or undertenant is an Exempt Overseas Entity (and supply any evidence required by HM Land Registry to register the disposition).

3.10 Legal Obligations and Necessary Consents

3.10.1 The Tenant shall comply with all Legal Obligations relating to the Premises.

3.10.2 Where the Tenant receives from an Authority any formal notice relating to the Premises or the Building it shall immediately send a copy to the Landlord and if requested by the Landlord make or join in making such objections representations or appeals at the Landlord's reasonable cost in respect of it as the Landlord may reasonably require (except those which are materially to the detriment of the business of the Tenant or any permitted occupier of the Premises).

3.10.3 Where any Legal Obligation requires the carrying out of works to the Premises the Tenant shall (if and to the extent required by this Lease) apply for Consent and any Necessary Consents to carry out the works and after obtaining them the Tenant shall carry out the works as soon as reasonably practicable.

3.10.4 Before doing anything at the Premises which requires any Necessary Consents the Tenant shall obtain all Necessary Consents for the purpose.

3.10.5 Where any Necessary Consent implemented by the Tenant or any undertenant or permitted occupier of the Premises requires works to be carried out by a date subsequent to Determination the Tenant shall ensure that those works are completed before Determination.

3.11 Conduits and Plant

3.11.1 The Tenant shall not use the Conduits or the Plant:

(a) for any purpose other than that for which they are designed; or

(b) so as to exceed the capacity for which they are designed (having regard where relevant to the fact that such use is to be shared with other occupiers of the Building).

3.11.2 The Tenant will not obstruct any Conduits serving the Premises.

3.12 Overloading and damage

3.12.1 The Tenant shall not overload any part of the Premises or the Building.

3.12.2 The Tenant shall not damage any part of the Building or any accesses to it.

3.13 Rights and easements

3.13.1 The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord.

3.13.2 Not (save as may be required by law or in the course of making permitted alterations) to stop up darken or obstruct any windows or lights belonging to the Premises or any other buildings belonging to the Landlord nor permit any new windows light opening doorway path passage drain or other restriction encroachment or easement to be made.

3.13.3 Where any such window light opening doorway path passage drain or other restriction encroachment or easement shall be made or attempted to be made or

acquired forthwith to give notice of the circumstances to the Landlord and at the reasonable cost of the Landlord to adopt such course as may be reasonably required or reasonably deemed proper by the Landlord for preventing any such restriction encroachment or the acquisition of any such easement.

3.14 Entry by Landlord

The Tenant shall permit the Landlord and those authorised by it at all times to enter the Premises for the purpose of exercising the rights reserved by Schedule 2 subject to Clause 7.

3.15 Costs

The Tenant shall pay to the Landlord within 14 days of written demand all proper and reasonable costs and expenses properly incurred by the Landlord as a result of or in connection with:

3.15.1 any application for Consent under this Lease whether or not that Consent is refused or the application is withdrawn except where such Consent is unreasonably withheld or delayed;

3.15.2 the preparation and service of any notice or proceedings under section 146 or 147 Law of Property Act 1925 or the Leasehold (Property Repairs) Act 1938 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;

3.15.3 the preparation and service of any notice under Clause 3.3.7(a) or any schedule of dilapidations served within four months after Determination;

3.15.4 the remedying of any breach of the Tenant's covenants or the conditions in this Lease; and

3.15.5 the recovery of arrears of rent and other monies due from the Tenant.

3.16 Title Matters

The Tenant shall, by way of indemnity only, observe and perform all covenants in respect of the Premises arising from the Title Matters so far as they affect the Premises and are still subsisting.

3.17 Value Added Tax

The Tenant shall pay upon receipt of a valid Value Added Tax invoice all Value Added Tax chargeable on all taxable supplies received by the Tenant under or in connection with this Lease on the due date for making any payment.

3.18 Fire Fighting

The Tenant shall keep the Premises supplied and equipped with all fire fighting and extinguishing appliances required by law and shall comply with the requirements of the Insurers which have been made known to the Tenant in writing.

3.19 Planning

3.19.1 The Tenant shall comply with the provisions of the Planning Acts.

3.19.2 The Tenant shall not implement any planning permission affecting the structure of the Premises without first obtaining Consent (not to be unreasonably withheld or delayed).

3.19.3 To give to the Landlord full particulars in writing of the grant of planning permission within 14 days of its receipt by the Tenant.

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3.20 Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities claims demands losses proceedings and reasonable and proper costs and expenses for any breach of the Tenant's covenants provided that in respect of any claim covered by this indemnity the Landlord must:

(a) give formal notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

(b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require and the Landlord is lawfully able to provide, subject to the Tenant paying to the Landlord all costs properly incurred by the Landlord in providing that information and assistance; and

(c) mitigate its loss.

3.21 Reletting and sale of the reversion

3.21.1 To allow the Landlord or its agents to enter on the Premises at any reasonable time in the day upon reasonable prior written notice within six months next before the expiration or earlier determination of the Term or upon ascertaining that the Tenant is to cease trading from the Premises to fix upon any suitable exterior part of the Premises a notice board for reletting the Premises but not so as materially to affect the access of light and air to the Premises or interfere with or obstruct any of the Tenant's signs.

3.21.2 Not to remove or obscure any such notice board.

3.21.3 To permit all persons authorised by the Landlord or its agents to view the Premises at reasonable hours without material interruption upon reasonable prior written notice in connection with any such letting or in connection with the sale of the interest of the Landlord

4 Landlord's covenants

The Landlord covenants with the Tenant that:

4.1 Quiet enjoyment

The Tenant may peaceably hold access and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord or by title paramount.

4.2 Services

The Landlord shall comply with its obligations in relation to services as required by Schedule 4.

4.3 Inherent Defects

4.4 The Landlord shall at its own expense remedy any Inherent Defect and such cost shall not in any circumstance form part of the Service Charge payable by the Tenant under the terms of this Lease.

4.5 RAAC

4.6 The Landlord shall at its own expense remove, remediate and make good any damage caused by such removal or remediation of any RAAC located within the Premises and/or

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Building identified during the Term and such cost shall not in any circumstance form part of the Service Charge payable by the Tenant under the terms of this Lease.

4.7 Car Park

4.7.1 The Landlord shall not decrease the number of car parking spaces (including disabled and EV spaces) at the Building below 65.

4.7.2 The Landlord shall not impose any management regime for the use of the Car Park which prevents visitors to the Premises parking without charge for a period of less than three hours.

4.8 Maintenance of PV System

4.8.1 The Landlord shall at all times keep the PV System in good repair and working order so as to ensure that the PV System does not adversely impact on the Premises or the Tenant's use and enjoyment of the Premises and shall make good to the reasonable satisfaction of the Tenant any consequential damage caused to the Premises as a result of the carrying out of such repairs.

5 Insurance Obligations

5.1 Landlord's insurance obligations

5.1.1 The Landlord shall effect and maintain the following insurances on competitive terms in respect of the Building other than any plate glass comprised in the Premises:

(a) insurance against damage or destruction by the Insured Risks in a sum equal to the full reinstatement cost of the Building including:

(i) the cost of demolition shoring up and site clearance;

(ii) all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement;

(iii) Value Added Tax on those amounts to the extent applicable and to the extent that the Landlord may not be able to recover that Value Added Tax from HM Customs & Excise;

(b) third party and public liability insurance;

(c) insurance against Loss of Rent,

(d) with insurance offices of good repute having a credit rating determined by Standard and Poors of A minus or above in the United Kingdom or through underwriters at Lloyd's.

5.1.2 The Landlord will upon written request from time to time produce to the Tenant a copy or full details of the Insurance Policies and evidence that they are in force.

5.1.3 The Landlord shall take into account any reasonable alternative insurance quotation provided by the Tenant.

5.1.4 The Landlord will use reasonable endeavours to procure that the interest of the Tenant is noted on the insurance policies (either specifically or generally) and to obtain from the insurers a waiver of their rights of subrogation in respect of the

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Tenant and that the Insurance Policies contain a non-invalidation provision in respect of any act or omission of the Tenant.

5.2 The Landlord will use reasonable endeavours to ensure that the terms of any policy relating to the Premises and the Building are fair and reasonable and that the premium is reasonable and competitive in the market at the time the insurance is placed.

5.3 General insurance provisions

5.3.1 The Landlord's obligations under Clause 5.1 hereof shall be subject always to:

(a) cover being normally available on reasonable commercial terms; and

(b) such reasonable excesses, having regard to the excesses payable in the London insurance market at the time, exclusions and conditions in the United Kingdom insurance market in which the insurance is placed applicable to the area in which the Premises are situated or the type of premises insured including any exclusions in respect of acts of terrorism; and

(c) any policy of insurance not being made void or voidable by any act or default of the Tenant.

5.4 Reinstatement

5.4.1 If the Building or any part of it is destroyed or damaged by an Insured Risk so that the Premises are unfit for occupation and use then the Landlord shall use all reasonable endeavours to obtain all Necessary Consents required to reinstate the Building (including reasonable access) and the Landlord will (unless and to the extent that the insurance has been vitiated by the Tenant or any undertenant or any employee or party under the Tenant's control) apply the insurance proceeds (other than any received in respect of loss of the Basic Rent and Service Charge) to reinstate the Building with all reasonable speed and will to the extent that the insurance monies are insufficient make up the shortfall out of its own resources subject to:

(a) the Landlord obtaining any Necessary Consents;

(b) the necessary labour and materials being available (which the Landlord will use reasonable endeavours to obtain as soon as reasonably practicable); and

(c) the payment by the Tenant to the Landlord of any money payable under Clause 5.7.

5.4.2 The Landlord will not be obliged to reinstate the Building in precisely the same form as previously so long as the Tenant is provided with accommodation and facilities which are reasonably comparable to those existing before the damage or destruction.

5.5 Tenant's insurance obligations

The Tenant shall:

(a) pay to the Landlord within 14 days of written demand the Insurance Charge;

(b) pay to the Landlord within 14 days of written demand the Percentage of any reasonable excess which the Landlord is required to bear under any Insurance Policy;

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(c) pay the costs incurred by the Landlord in valuing the Premises at reasonable intervals (being not more than once in any three year period);

(d) not do or fail to do anything which shall or may cause any of the Insurance Policies to be void or voidable or increase the premiums payable under them (unless the Tenant pays for such increase under Clause 5.5(g));

(e) not effect any insurance which duplicates the insurance effected by the Landlord in relation to the Premises and if the Tenant does so in breach of this paragraph, it will hold any such policy and any proceeds received upon trust for the Landlord and pay such proceeds to the Landlord within 14 days of receipt;

(f) notify the Landlord of the incidence of any Insured Risk as soon as it becomes aware of the same;

(g) pay within 14 days of written demand the whole of any increase in any premium arising from a breach of Clause 5.5(d);

(h) comply with all the requirements of the Insurers;

(i) notify the Landlord in writing of the value of any material alterations additions or improvements which the Tenant or any undertenant carries out.

5.6 Rent cesser

If the Building is damaged or destroyed by an Insured Risk or an Uninsured Risk such that the Premises are unfit for occupation and use then the Basic Rent and the amounts payable pursuant to Clause 3.2.3 or a fair proportion of them according to the nature and extent of the damage in question shall be suspended until:

(a) the date on which the Premises are again fit for occupation; and

(b) the date the lease is terminated under Clause 5.8.

5.7 Vitiation of insurance

If the insurance money under any of the Insurance Policies is wholly or partly irrecoverable by reason of any act of neglect or default of the Tenant or any undertenant or any employee or party under the Tenant's control then the Tenant will pay to the Landlord the irrecoverable amount on the later of the date of demand by the Landlord and the date on which such insurance money (or the relevant part of it) would have been claimable under the Insurance Policies had they not been wholly or partly vitiated.

5.8 Determination

If the Building is destroyed or damaged to such an extent that the Premises are unfit for occupation and use and if the Premises are not made fit for occupation and use within 3 years after that destruction or damage occurs then either the Landlord or the Tenant may by written notice to the other served at any time after that date (but before the Premises are again fit for occupation and use) determine this Lease and if such notice is served:

(a) this Lease shall forthwith determine; and

(b) all monies payable under the Insurance Policies shall be paid to and belong to the Landlord absolutely.

5.9 Uninsured Damage

If the Building is damaged or destroyed by an Uninsured Risk to such an extent that the

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Premises are unfit for occupation and use then:

(a) for the purpose of Clause 5.6 the Building shall be deemed to have been damaged by Insured Risks and within 6 months of the damage or destruction in question the Landlord shall give written notice to the Tenant (**Election Notice**) stating whether or not it proposes to rebuild or reinstate the Building;

(b) if the Election Notice states that the Landlord does propose to rebuild or reinstate the Building then for all the purposes of this Lease the damage by an Uninsured Risk shall be deemed to have been damage by Insured Risks in respect of which the full insurance monies are recoverable by the Landlord under the Insurance Policies;

(c) if the Election Notice states that the Landlord does not propose to rebuild or reinstate the Building or if no Election Notice is served strictly within the period of 6 months referred to in Clause 5.9(a) then at any time after service of the Election Notice or the expiry of that 6 month period if no Election Notice is served either party may determine this Lease by serving upon the other not less than one month's notice in writing and any monies payable under the Insurance Policies shall belong to the Landlord.

5.10 Consequences of Determination

If the Lease is determined under either Clause 5.8 or Clause 5.9:

(a) the determination shall be without prejudice to any right of action of either party in respect of any previous breach of this Lease by the other; and

(b) the Tenant shall be permitted a reasonable time to remove from the Premises any fixtures fittings or equipment belonging to it.

5.11 Arbitration

Any dispute arising from events dealt with in this Clause 5 shall be determined by a sole arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly by the President and in either case in accordance with the Arbitration Act 1996.

6 Forfeiture

Without prejudice to any other rights of the Landlord if:

(a) the whole or part of the Basic Rent remains unpaid 21 days after becoming due (whether demanded or not); or

(b) any of the Tenant's covenants in this Lease are not performed or observed; or

(c) the Tenant:

(i) being a company:

(A) has a winding up order presented or passes or resolves to pass a resolution for winding up such company (save for the purpose of an amalgamation or reconstruction which does not involve or arise out of insolvency or give rise to a reduction in capital and which is on terms previously approved by the Landlord (such approval not to be unreasonably withheld or delayed)) or an administrative receiver or a receiver or a receiver and manager is appointed in respect of any of

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its property or if the company enters into administration or an administration order is made or an administrator is appointed or if there is a proposal for or the company enters into any compromise or scheme of arrangement; or

(B) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or substantially the whole of the undertaking, property, assets or revenues of such company;

(ii) being an individual is the subject of a bankruptcy order or is the subject of an order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986;

(iii) being a partnership is subject to an administration order or enters into a voluntary arrangement;

then, and in any of such cases, the Landlord may at any time re enter the Premises whereupon this Lease shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease, provided that the Landlord shall not exercise this right of re entry without giving prior written notice of its intention so to do to all mortgagees who have registered a notice of charge at The Land Registry and/or with the Landlord.

7 Rights of Entry

7.1 Wherever in this Lease it is provided that the Landlord and/or any other person is entitled to enter upon the Premises such rights shall only be exercised in accordance with the following conditions:

(a) entry to carry out works shall only be permitted to the extent that such works cannot conveniently be carried out without such entry;

(b) entry shall only be effected on such part of the Premises as is reasonably necessary and only for such period as is reasonably necessary;

(c) the person exercising the rights shall cause as little disturbance and damage to the Premises, the access or visibility of, or any business at, the Premises as reasonably practicable in the circumstances;

(d) the Landlord shall repair any physical damage that the Landlord causes as soon as reasonably practicable to the reasonable satisfaction of the Tenant unless the Landlord has exercised its right of entry due to the Tenant being in breach of any of the Tenant's obligations in this Lease;

(e) entry shall be at reasonable times;

(f) not less than two days' prior written notice shall be given to the Tenant (except in an emergency when as much notice as can be given shall be given);

(g) the Landlord or those so entering shall comply with the Tenant's reasonable requirements and exercise the right in a reasonable manner;

and to the extent that the provisions in this clause are inconsistent with any other provision of this Lease then this clause shall prevail.

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8 Exclusivity

8.1 The Landlord agrees not to permit any of the remainder of the Building to be used as a health and fitness facility within Class E(d) of the Order provided that this clause shall cease to have effect on the date on which the Premises cease to be used as a health and fitness facility.

9 Break Clause

9.1 If the Tenant wishes to determine this Lease on the Break Date and gives to the Landlord not less than six (6) nor more than twelve (12) calendar months' prior written notice of that wish (time being of the essence) then on the Break Date the Term shall cease and determine but without prejudice to any rights or remedies that may have accrued in respect of any antecedent breach of covenant PROVIDED THAT any notice given by the Tenant shall operate to terminate this Lease only if:

9.1.1 at the Break Date there are no arrears of Basic Rent; and

9.1.2 the Tenant vacates the Premises and hands them back to the Landlord free of any third party occupation by the Break Date.

9.2 If this Lease terminates in accordance with Clause 9.1 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Basic Rent paid by the Tenant for the period from and excluding the Break Date up to and excluding the next rent payment date, calculated on a daily basis

10 Notices

10.1 Any notice or document to be given by one party to the other must be delivered or sent by first class registered post to the address appearing in this Lease or such other address as either party shall notify the other in writing.

10.2 In the case of a notice being sent to the Original Tenant a copy will be provided by email to [redacted] or such other email addresses notified by the Tenant to the Landlord in order to be valid.

10.3 For the purposes of this Lease any notice or document shall be deemed to be served:

10.3.1 if delivered at the time of delivery;

10.3.2 if posted at the expiration of forty-eight hours after the envelope containing the same shall have been put in the post.

10.4 In proving such service it shall be sufficient to demonstrate that delivery was made or that the envelope containing such notice or document was properly addressed and posted as a pre-paid first class registered letter.

10.5 Service of any notice by electronic mail or facsimile does not constitute service of such notice for the purposes of this Lease.

11 Miscellaneous

11.1 The parties shall observe and perform their respective obligations set out in the schedules.

11.2 Nothing in this Lease shall imply or warrant that the Premises may lawfully be used for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord.

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11.3 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

11.4 Unless the right of enforcement is expressly provided it is not intended that a third party should have the rights to enforce any term of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.5 The parties may by agreement rescind or vary this Lease without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

11.6 Except as otherwise expressly set out in this Lease, the Tenant is not entitled to and the Premises do not enjoy any right, easement or privilege which might limit or prejudice the unrestricted use of any other property for any purpose whatsoever.

11.7 No rights are granted by this Lease other than those expressly set out and for the avoidance of doubt the operation of section 62 of the Law of Property Act 1925 is excluded from this Lease.

11.8 The Tenant has no benefit and no right to control the enforcement or the proposed release or modification of any covenants, obligations or any other matter relating to any other property.

11.9 So far as the law allows the Tenant releases the Landlord from all the obligations of the Landlord under this Lease with effect from and including the date on which the Landlord disposes of the whole of the immediate reversion to this Lease.

11.10 This Lease and any dispute or claim arising out of or connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim save where stated otherwise in this Lease.

12 Ownership of the PV System

12.1 The Landlord and Tenant acknowledge that the PV System shall remain the property of the Landlord and shall not be regarded as a fixture to the Premises.

13 Energy Performance Certificates

13.1 The Tenant shall:

13.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises or any part of the Retained Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

13.1.2 allow such access subject to reasonable prior written notice to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Premises or any part of the Retained Property.

13.2 The Tenant shall not commission an Energy Performance Certificate for the Premises without the Landlord's consent such consent not to be unreasonably withheld, save that on any permitted lease assignment or any other circumstance whereby the obligation is on the Tenant to provide an Energy Performance Certificate, the Tenant shall be entitled to commission an Energy Performance Certificate. The Tenant shall deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report that is obtained by the Tenant or other

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occupier Provided that the parties agree that nothing in this Lease will oblige the Tenant to carry out any works or to pay towards the cost of any works that the Landlord requires to be carried out to comply with the obligations imposed on the Landlord by the MEES Regulations and/or EPC Regulations or any legislation which amends or substitutes them.

14 New Guarantor

14.1 If a guarantor suffers an event referred to in Clause 6(c) the Tenant will (if the Landlord so reasonably requires):

(a) provide a new guarantor in place of the outgoing guarantor;

(b) procure that the new guarantor enters into a deed of guarantee within 28 days of the relevant event in terms reasonably required by the Landlord;

(c) pay to the Landlord within 14 days of written demand the Landlord's reasonable and proper legal costs in connection with such deed.

Executed as a deed by the parties or their duly authorised representatives on but not delivered until the date of this Deed.

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Schedule 1– Rights granted

The right (which in the case of paragraphs 1 to 4 and 6 shall be enjoyed in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled) for the Tenant and any permitted undertenant or permitted occupier of the Premises:

1 to the passage of Utilities through (subject to temporary interruption for repair alteration or replacement) and the right to repair, maintain and upgrade any Conduits on the Premises or the Building which serve the Premises which do not form part of the public mains;

2 to use the Common Parts for the purpose for which they are designed which includes (without limitation) the right at all times and for all purposes to pass and repass to and from the public highway;

3 of support and protection for the Premises from the remainder of the Building;

4 of escape on foot in case of emergency and for the purpose of fire drills over the Common Parts to the public highway;

5 (subject to all Necessary Consents being obtained) to place and retain plant and machinery (including air conditioning) at the Building together with connecting apparatus and conduits of such size and in such location and with such method of fixing as the Landlord shall approve (such approval not to be unreasonably withheld or delayed) and the Tenant shall maintain the same in good repair;

6 at all times to load, unload, make and receive deliveries on and over the Building;

7 to operate in the Premises any wireless network base station, gateway or analogous wireless device that is at all times protected by encryption in accordance with the then current best practice and protection of wireless devices in commercial premises with the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed);

8 to enter and remain upon the Retained Property and other Lettable Areas to carry out any works to the Premises which cannot reasonably be carried out without such access to the Retained Property.

When exercising any rights of entry referred to in this Schedule 1 the Tenant shall where applicable:

(a) give the Landlord not less than seven days' prior written notice of such entry (save in the case of emergency when as much notice as possible shall be given) and only enter the Retained Parts where reasonably necessary and only for so long as reasonably necessary;

(b) observe the Landlord's reasonable and proper requirements;

(c) cause as little damage and interference to the operation and use of the Building as reasonably practicable;

(d) make good all damage and disturbance caused to any premises or any fixtures fittings belongings or stock as soon as reasonably practicable to the reasonable satisfaction of the Landlord;

(e) only enter at reasonable times and (in the case of the adjacent unit) outside the normal trading hours of such unit where reasonably practicable and there shall be no such entry to such unit during November December and two weeks either side of Easter Sunday (save in case of emergency); and

(f) exercise the right in a reasonable manner.

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Schedule 2 - Excepted Matters

1 Subject to the provisions of Clause 7, the rights for the Landlord and all others from time to time authorised by the Landlord to enter and remain on so much of the Premises as shall be necessary with or without tools, appliances, scaffolding and materials for the purposes of:

(a) inspecting, repairing, cleaning, maintaining, removing, renewing or connecting up to any Conduits or Plant where such cannot reasonably be effected other than by entering into the Premises;

(b) carrying out any works of decoration, repairs, cleaning, maintenance, alteration or renewal to the adjoining premises which could not otherwise be reasonably carried out;

(c) subject to the Scaffolding Restrictions, placing scaffolding upon the exterior of the Premises;

(d) exercising rights of entry pursuant to this Lease;

(e) complying with the Landlord's obligations under this Lease; and

(f) entering and viewing the state and condition of the Premises.

2 The right of support shelter and protection from the Premises for the remainder of the Building and all rights of light and air to the Premises.

3 The right to the passage of Utilities through any Conduits which may at any time be under, in or over the Premises for the benefit of the remainder of the Building.

4 Subject to the Development Restrictions, the right to build, alter, clean, decorate, demolish, develop and carry out works upon the remainder of the Building in such a manner as the Landlord thinks fit.

5 Subject to Clause 7:

5.1 the right to operate the PV System on the roof above the Premises together with all necessary rights of access to operate and maintain the PV System;

5.2 the right to install in such parts of the Premises as may be designated by the Tenant from time to time (acting reasonably) such electricity cables, metering equipment and ancillary apparatus as are necessary in order to transmit electricity to and from the PV System either as part of the electrical supply within the Premises or in order to export the electricity generated by the PV System;

5.3 the right to maintain, inspect (which shall include the taking of meter readings and collecting data from the PV System, including by way of remote monitoring) repair, alter, replace, operate, upgrade and clean the PV System;

5.4 the right to connect into, use and alter the conduits and existing electrical installations within the Premises;

5.5 the right of support for the PV System (and to the extent any part of the PV System is installed within the Premises) from the remainder of the Premises;

5.6 the right for the inverters within the PV System to receive a power supply from the Premises;

5.7 the right to connect the PV System to the Supply Point together with the right to supply the Premises with electricity generated by the PV System.

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Schedule 3 – Rent Review

1 **Defined terms**

1.1 This Schedule 3 uses the following definitions:

Base Figure:

(a) on the first Notional Rent Review Date, the Index figure for the month two months preceding the Term Commencement Date;

(b) on each succeeding Notional Rent Review Date, the Current Figure for the preceding Notional Rent Review Date;

Current Figure: the Index figure for the month two months preceding the Notional Rent Review Date;

Independent Actuary: an independent actuary of not less than 10 years' standing;

Interim Period: the period beginning on the relevant Review Date and ending on the monthly rent payment date after the date on which the revised rent can be calculated;

Notional Rent: until the first Notional Rent Review Date, the Rent and, from each Notional Rent Review Date, the sum calculated in accordance with paragraph 2.1;

Notional Rent Review Date: each anniversary of the Term Commencement Date;

Rent the yearly rent reserved by this Lease defined as the Basic Rent in this Lease.

2 **Rent Review**

2.1 On each Notional Rent Review Date, the Notional Rent is to be reviewed to the higher of:

(a) the Notional Rent immediately before that Notional Rent Review Date; and

(b) the revised Notional Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \cdot \frac{C}{B}$$

Where:

R is the revised Notional Rent;

A is the Notional Rent immediately before that Notional Rent Review Date;

C is the Current Figure; and

B is the Base Figure.

2.2 If the formula produces an increase in the Notional Rent of more than 3% then the increase will be limited to 3%.

2.3 If the formula produces no increase in the Notional Rent or an increase of less than 1% then an increase of 1% will be applied.

2.4 On each Review Date, the Rent will be reviewed to the Notional Rent calculated for the corresponding Notional Rent Review Date.

2.5 A worked example is set out below:

Assumptions:
Initial yearly rent = £100,000
Base Figure = 110.8
Cap = 1.03
Collar = 1.01
Review Period – 5 yearly

	RPI Figure	RPI Factor	Cap / Collar Applies	Adjusted Factor	Notional Revised Rent rounded
Initial Base	110.8				£100,000
First Notional Review Date	111.4	1.005415	Collar	1.01	£101,000
Second Notional Review Date	118.0	1.059246	Cap	1.03	£104,030
Third Notional Review Date	121.0	1.025424	None	1.025424	£106,680
Fourth Notional Review Date	119.8	0.990083	Collar	1.01	£107,750
Fifth Notional Review Date	128.2	1.070117	Cap	1.03	£110,990

The Rent following this Review Date would therefore be £110,990.00 per annum net, effective from the relevant Review Date.

Note: the above RPI Figures are theoretical but note for example that if the Notional Review Date is 1 August 2024, the Base Figure for that Notional Review Date would be the RPI for the month of June 2023 and the Current Figure for that Notional Review Date would be the RPI for the month of June 2024.

Note 2: As there is a 5 yearly review pattern, the second Review Date will reflect the sixth, seventh, eighth, ninth and tenth Notional Rent Review Dates, and so on for any subsequent Review Dates.

3 **Notice of Rent**

If the Rent is increased, the Landlord must notify the Tenant as soon as possible after the Review Date.

4 **Interim payments pending calculation**

4.1 Paragraph 4.2 shall apply if on the relevant Review Date the revised rent cannot be calculated because either:

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(a) it has become impossible for any reason to make a calculation by reference to the Index and a comparable method of calculation has not yet been agreed or determined; or

(b) the figure to be used as C in the above formula has not yet been published by the Office for National Statistics.

4.2 If either of the circumstances referred to in paragraph 4.1 apply, then the Tenant shall:

(a) continue to pay the rent at the rate applicable immediately before the relevant Review Date until the revised rent can be calculated; and

(b) within 10 working days after the revised rent has been agreed or determined, pay to the Landlord as arrears of Rent the amount by which the reviewed rent for the Interim Period exceeds the rent actually paid during the Interim Period (apportioned on a daily basis) together with interest at the base lending rate from time to time of HSBC Bank PLC (or of such other UK clearing bank as the Landlord may designate from time to time by giving written notice to the Tenant) from the relevant Review Date to the date of payment.

5 **Changes in the Index**

5.1 If the reference base used to compile the Index changes after the date of this Lease, the relevant figures taken to be shown in the Index after the change are to be the figures that would have been shown in the Index if the reference base current at the date of this Lease had been retained.

5.2 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing will be substituted for the calculation of the Notional Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.

6 **Expert determination**

6.1 If it becomes impossible for any reason to make a calculation by reference to the Index, a reasonably comparable method of calculating the general increase in retail prices shall be used, such method (in the absence of agreement between the Landlord and Tenant) to be determined by the Independent Actuary

6.2 The Independent Actuary shall be appointed by agreement between the Landlord and the Tenant or, failing such agreement, nominated by the President on the written application of either the Landlord or the Tenant.

6.3 The Independent Actuary shall act as an expert.

6.4 The costs of any reference to the Independent Actuary shall be in the award of the Independent Actuary and failing such award the costs shall be payable by the Landlord and the Tenant in equal shares.

6.5 If the Independent Actuary is ready to make an award but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the award, the other party may give the party in default written notice requiring the party in default to pay its share of the costs within 10 Working Days.

6.6 If the party in default fails to comply with the notice, the other party may pay to the Independent Actuary the costs payable by the party in default.

6.7 The party in default shall pay to the other party on demand as a debt any amount so paid by the other party

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7 **Memorandum of reviewed Rent**

Within 20 working days after the reviewed rent has been calculated by the Landlord and agreed by the Tenant, a memorandum shall be signed by or on behalf of the Landlord and the Tenant and exchanged and the parties shall bear their own associated costs

8 **Time not of the essence**

For the purpose of this Schedule time is not of the essence.

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Schedule 4 – Service Charge

Part 1 – Service Charge

1 **Definitions**

In this schedule:

Initial Service Charge means the Estimated Service Charge first notified by the Landlord to the Tenant

Estimated Service Charge means the Landlord's surveyor's reasonable and proper estimate of the Service Charge payable by the Tenant in respect of the forthcoming Service Charge Period

Landlord's Costs means the reasonable costs and expenses incurred by the Landlord of and incidental to the provision of the Services in or with respect to any Service Charge Period beginning or ending during the Term but excluding those items detailed at paragraph 6 and paragraph 9

Service Charge means the Percentage of the Landlord's Costs, subject to paragraph 2.1 below

Service Charge Period means the period of 12 months from 25 March to 24 March in each year (or such other appropriate period of 12 months as the Landlord may from time to time reasonably determine and give the Tenant notice of)

Services means the services listed in Part 2 of this schedule

2 **Tenant's liability to pay Service Charge**

2.1 The Tenant shall pay:

2.1.1 from and including the date of commencement of the Contractual Term until the end of the first Service Charge Period during the Term the Initial Service Charge;

2.1.2 thereafter for each Service Charge Period and so in proportion for a period of less than one year during the Term the Service Charge,

Provided That in no circumstances shall the amount payable by the Tenant in each Service Charge Period exceed the Service Charge Cap.

2.2 As soon as reasonably practicable:

2.2.1 and in any event within one month of the date of this Lease the Landlord shall notify the Tenant of the Initial Service Charge;

2.2.2 and in any event before the beginning of the relevant Service Charge Period the Landlord shall notify the Tenant of:

(a) the estimated amount of the Landlord's Costs; and

(b) the Estimated Service Charge,

for the relevant Service Charge Period.

2.2.3 The Tenant shall pay to the Landlord the Estimated Service Charge by advance payments to be made on each of the usual quarter days in every year.

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2.2.4 If the Landlord has not notified the Tenant of the Estimated Service Charge due for a Service Charge Period the Tenant shall continue to pay the Service Charge at the rate previously payable and once the Landlord gives the Tenant notice of the Estimated Service Charge payable:

(a) if the Estimated Service Charge is higher than that previously payable the Tenant will make good the shortfall; and

(b) if the Service Charge is less than that previously payable the Tenant shall be given credit for any overpayment,

on the next ensuing quarter day.

(e) The Service Charge shall be deemed to accrue on a day-to-day basis in order to ascertain yearly rates and for the administrative purposes of apportionment in relation to periods of less than one year but not for any other purpose.

2.3 The Service Charge Cap for the second and each subsequent Service Charge Period shall be the greater of:

2.3.1 the amount calculated on the commencement of each Service Charge Period by multiplying the Service Charge Cap for the immediately preceding year by the last monthly figure shown in the last edition of the Index published before the commencement of the relevant Service Charge Period ("the Last Monthly Figure") and dividing the result by the monthly figure shown in the Index for the month twelve months prior to the Last Monthly Figure; and

2.3.2 the Service Charge Cap for the immediately preceding year

Provided That if the formula produces an increase in the Service Charge Cap of more than 3% then the increase will be limited to 3%.

2.4 If the reference base used to compile the Index changes after the date of this Lease the figure taken 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.

2.5 If it becomes impossible to calculate the Service Charge Cap 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 Service Charge Cap or the construction or effect of paragraph 2.3 or 2.4 then the Service Charge Cap for that period or the disputed matter is to be determined by the process set out in paragraph 6 of Schedule 3.

3 **Landlord's Costs accounts and Service Charge adjustments**

3.1 The Landlord shall as soon as may be practicable after the end of each Service Charge Period and in any event within 4 months of the end of the relevant Service Charge Period submit to the Tenant a statement giving a proper summary of the Landlord's Costs and the calculation of the Service Charge for the Service Charge Period just ended and the provisions in this Lease as to the giving of notices applies to the submission of the statement.

3.2 Unless the service charge statement is certified by a qualified accountant acting in its professional capacity, the Landlord must permit the Tenant to inspect at a reasonable time and location invoices for the costs included in the Service Charge statement (or other reasonable evidence that such costs have been incurred during the Service Charge Period).

3.3 If the Service Charge shall be more or less than the total of the advance payments (or the grossed-up equivalent of such payments if made for any period of less than the Service Charge Period) then any sum due to or payable by the Landlord by way of adjustment in respect of the Service Charge shall within 21 days of the statement being made available be

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paid or allowed as the case may be and in the final year of the Term (however it shall end) any allowance shall be paid to the Tenant.

3.4 The provisions of this paragraph shall continue to apply notwithstanding the expiry or earlier determination of this Lease in respect of any Service Charge Period then current.

4 **Tenant's rights**

4.1 The Tenant may within 3 months after the later of:

4.1.1 the submission of a statement under paragraph 3.1; and

4.1.2 (if the statement is not certified) the date that the Landlord complies with paragraph 3.2),

challenge it on the ground that it:

(a) contains errors; or

(b) is otherwise incorrectly drawn.

4.2 If the Tenant challenges the service charge statement in accordance with paragraph 4.1:

4.2.1 the Landlord and the Tenant shall endeavour to resolve the relevant issue but if they cannot do so;

4.2.2 the issue in dispute shall be referred to the determination of an independent expert and the provisions of paragraph 4.3 below shall apply;

4.2.3 such adjustments to the statement as may be required to be made in consequence of the determination of the expert shall be made and any sum due to or payable by the Landlord shall within 14 days be paid or allowed as the case may be; and

4.2.4 interest at 3% less than the Interest Rate shall be paid in respect of the period during which the relevant amount was due but not paid as a result of the dispute.

4.3 If there is a dispute to be determined by an independent expert:

4.3.1 the Landlord and Tenant shall use reasonable endeavours to agree an expert who shall be an independent surveyor of good standing;

4.3.2 absent agreement either party can apply to the President to appoint an expert;

4.3.3 if the expert dies or refuses to act then an alternative expert shall be appointed in accordance with the procedure in sub-paragraphs 4.3.1 and 4.3.2 above;

4.3.4 the expert's decision shall be final and binding on the parties save in the case of manifest error; and

4.3.5 the expert's costs (including the cost of appointment) shall be determined by the expert or (absent determination) split equally between the parties.

5 **Vacant parts of the Building and actions by the Landlord**

5.1 The Service Charge shall not be increased or altered by reason only that at any relevant time any Lettable Areas of the Building may be vacant or be occupied by the Landlord or that any tenant or other occupier of another part of the Building may default in payment of his proportion of the Landlord's Costs.

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5.2 Subject to the provisions of paragraphs 5.1, 6, 7 and 9 it is the intention that the Landlord should recover the whole of the Landlord's Costs from the Tenant and other tenants and occupiers of the Building.

6 **Landlord's Costs to exclude tenants' liabilities**

There shall be excluded from the items comprising the Landlord's Costs any liability or expense for which the Tenant or other tenants or occupiers of the Building may individually be responsible under the terms of the tenancy or other arrangement by which they use or occupy the Building.

7 **Landlord to enforce warranties**

The Landlord shall use all reasonable endeavours to utilise any existing collateral warranties it has in relation to the Building to recover the cost of repairs to the Building before the cost of such repair is charged through the Service Charge.

8 **Management charges**

The Landlord shall be entitled to include in the Landlord's Costs a reasonable fee for the provision of Services which shall include the fees for employing managing agents for the carrying out and provision of Services.

9 **Excluded Items**

9.1 The Landlord shall not be entitled to include within the Service Charge any costs which the Landlord incurs in respect of:

9.2 damage or destruction caused by an Insured Risk or Uninsured Risk save for any normal excess;

9.3 the original construction of or any subsequent redevelopment of the Building or the Premises including without limitation:

9.3.1 equipping and fitting out, altering, extending or adding to the Building;

9.3.2 creating new Lettable Areas;

9.3.3 the initial installation of security cameras;

9.4 the formation and maintenance of a sinking or reserve fund;

9.5 any rebuilding, renewing, replacing, improvement or refurbishment of the Building or any part thereof save where:

9.5.1 carried out by way of repair;

9.5.2 the Landlord reasonably considers replacement to be more economical than repair; or

9.5.3 where replacement or renewal is reasonable and cost-effective and will reduce operating costs for the benefit of the tenants of the Lettable Areas;

9.6 special concessions given by the Landlord to any other tenant or occupier of the Building (including without limitation the amount by which the Service Charge for any other tenant or occupier of the Building exceeds any service charge cap for such tenant or occupier);

9.7 works where money has been recovered from third parties in respect of such works;

9.8 any costs, fees or expenses attributable to:

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9.8.1 the collection or review of rents (including without limitation proceedings or court action);

9.8.2 the letting or re-letting of any Lettable Area or any part or parts of the Building;

9.8.3 enforcing any covenants against or dealing with any disputes with or involving any tenant or other authorised occupier of the Building;

9.8.4 any dispositions or dealings with the Landlord's interest in the Building or any part thereof;

9.9 all auditors' fees other than in respect of auditing the service charge accounts once a year;

9.10 the promotion or advertising of the Building;

9.11 the negligence of the Landlord or any of its agents;

9.12 refuse disposal other than from the Common Parts;

9.13 the incorporation of additional land and/or buildings within the Building after the date of this Lease.

9.14 the cost of remedying any Inherent Defect;

9.15 the cost of remedying any Existing Contamination;

9.16 costs in relation to any RAAC at the Premises or Building;

9.17 any costs incurred prior to the commencement of the Contractual Term or after the expiry of the Contractual Term;

9.18 the costs of obtaining an EPC and the costs relating to the improvement of the Building's EPC rating.

10 **The Landlord's obligation to provide services**

10.1 Subject to the provisions of paragraphs 10.2 - 10.5 the Landlord shall provide the Services itemised in Part 2 of this Schedule 4.

10.2 The Landlord shall not be liable to the Tenant for failure to provide any Services in this Schedule 4 to the extent that the Landlord is prevented from doing so by Insured Risks, Uninsured Risks and other such perils, accident, strikes, lockouts of workmen or other cause beyond the reasonable control of the Landlord provided that the Landlord shall use all reasonable endeavours to reinstate such services as soon as reasonably possible and shall take such reasonable steps as are reasonably necessary to minimise the disruption caused to the Tenant.

10.3 The Landlord shall not be liable to the Tenant for failure to provide any services in this Schedule 4 that it is obliged to do unless the Landlord has had written notice of and a reasonable period in which to remedy the failure.

10.4 The Landlord shall not be liable to the Tenant for any loss damage or inconvenience which may be caused by reason of:

10.4.1 temporary interruption of services during periods of inspection maintenance repair and renewal or as required by the utility providers in order to provide power to other units within the Building;

10.4.2 temporary interruption of services during the course of building works; or

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10.4.3 the breakdown failure stoppage leaking bursting or defect of any hot or cold water sanitary ventilation extraction plant and machinery or of soil gas water or electricity or other plant and machinery or of the Conduits in the Premises or the Building,

unless the interruption could reasonably have been prevented or materially shortened by the Landlord and the Landlord fails to take all reasonably practicable steps to restore the provision of the services; and the Landlord is or should have been aware of the interruption and has not remedied the provision of the services within a reasonable time; and

provided that where there is any such interruption the Landlord shall use reasonable endeavours to supply a temporary alternative as far as reasonably practicable until such interruption is remedied.

10.5 The Landlord may vary extend alter or add to the Services if the Landlord (acting reasonably and properly) considers that by so doing the interests of the occupiers of the Building as a class will be better served the amenities in the Building may be improved and/or the management of the Building may be more efficiently conducted.

10.6 The Landlord shall use reasonable endeavours to operate in accordance with the RICS "Service Charges in Commercial Property" (2nd Edition, 2025) or any subsequent edition

11 **Exceptional Expenditure**

11.1 In the event that the Landlord shall be required during any Service Charge Period to incur additional exceptional expenditure which properly forms part of the Service Charge the Landlord shall be entitled to recover from the Tenant the Service Charge representing the whole of that expenditure within fourteen days after the submission of full details of the required expenditure to the Tenant.

11.2 If funds collected by way of advance payments of the Landlord's Costs prove insufficient to meet an immediate liability (and there is no reserve fund available which may be applied to meet the liability) the Landlord shall be entitled to borrow monies for the purpose from reputable banks at commercially competitive rates of interest and the interest payable on the borrowing shall be recoverable as an item of the Service Charge.

12 **Landlord's protection provisions**

12.1 The Tenant shall not be entitled to object to the Service Charge (or any item comprised in it) or otherwise on any of the following grounds:

12.1.1 the inclusion in a subsequent Service Charge Period of any item of expenditure or liability omitted from the Service Charge for any of the two preceding Service Charge Periods; or

12.1.2 an item of Service Charge included at a reasonable and proper cost might have been provided or performed at a lower cost; or

12.1.3 disagreement with any estimate of future expenditure for which the Landlord requires to make provision so long as the Landlord has acted reasonably and in good faith and in the absence of manifest error; or

12.1.4 the manner in which the Landlord exercises its discretion in providing the Services so long as the Landlord acts fairly and reasonably and in accordance with the principles of good estate management.

Part 2– Services

1 cleaning, maintaining, repairing, inspecting, insuring, lighting, reinstating and (where beyond economic repair) renewing or replacing the Retained Property and any signs, signboards or totems at the Retained Property;

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2 decorating the Retained Property;

3 removing any obstruction on the Common Parts;

4 operating, inspecting, maintaining, testing, repairing and (where beyond economic repair) replacing or upgrading any equipment, Plant and machinery and other materials, which are within the Common Parts in order to provide the Services;

5 fuel and utilities used on the Common Parts in order to provide the Services;

6 maintenance and other contracts entered into for the provision of the Services;

7 operating and enforcing regulations in relation to the Car Park for occupiers of the Building and their visitors;

8 the maintenance and restocking of any planted or landscaped parts of the Common Parts and the provision and maintenance of hanging baskets;

9 maintaining and, when reasonably necessary and (where beyond economic repair) replacing or altering such security systems for the benefit of the whole (or substantially the whole) of the Building, which the Landlord (in the interests of good estate management) reasonably considers appropriate and which may include the provision of alarms, closed circuit television, barriers and other equipment, and security guards and patrols (whether employed by the Landlord or engaged as contractors);

10 providing fire detection, prevention and fighting equipment, and any signs or notices required by the fire authority for the Common Parts and maintaining, repairing and, when necessary, replacing (where beyond economic repair) such items;

11 employing or arranging for the employment of staff in connection with the provision of the Services including the costs of insurance, pension and welfare contributions and the provision of clothing, tools and equipment incurred in connection with such employment;

12 all Outgoings charged on or payable in respect of the Common Parts or in respect of the Building as a whole (except any taxes imposed on the Landlord in respect of the receipt of rents from the Building or any dealing or disposition by the Landlord with its interest in the Building);

13 leasing any item used in providing the Services;

14 obtaining any professional advice which may from time to time be required in relation to the management of the Building or the provision of the Services in accordance with the principles of good estate management;

15 preparing the service charge statement (whether by the Landlord's surveyor or its accountants);

16 clearing snow from and applying salt and/or grit to such parts of the Building as the Landlord shall consider desirable (and purchasing and maintaining stocks of salt and grit as required in order to do the same);

17 pest control;

18 the cost of and compliance with any risk assessments and audits required by any statutory instrument or act of Parliament or other legal requirement;

19 the collection and disposal of waste and the provision and operation of recycling facilities for the Common Parts only;

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20 complying with any Enactment or other legal obligations relating to the Building;

21 making reasonable representations, pursuing and enforcing any claim and taking or defending any proceedings relating to the Building which the Landlord reasonably considers appropriate in the interests of good estate management and for the benefit of the occupiers of the Building including all reasonable and proper legal and surveyors fees and the reasonable and proper fees of all other professionals incurred in relation thereto.

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Schedule 5 – Power Purchase

1. Interpretation

In this schedule (unless the context requires otherwise):

"**Applicable Law**" means, in respect of any person:

(a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Lease is or is to be carried out or regulated;

(b) any law, whether of a legislative, equitable or common law nature;

(c) any applicable binding standards and codes;

(d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Competent Authority, including any condition or other requirement of any Government Approval (or of any exemption from the requirement to have the same); and

(e) the rules, requirements and procedures of any Environmental Attributes scheme,

with which that person is obliged to comply, or with which that person would, acting as a Reasonable and Prudent Operator, ordinarily comply;

"**Appointing Institute**" means the Royal Institution of Chartered Surveyors;

"**Competent Authority**" means any national, regional, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over either or both of the parties, this Lease, the PV System and/or the subject matter of this Lease);

"Current Contract Rate" means the amount per kWh paid by the Tenant from time to time to a Licensed Supplier for the supply of electric energy to the Premises;

"**Environmental Attributes**" include REGOs and any other rights, entitlements, credits, offsets, allowances, compensation, or certificates of any kind, recognised or arising under any scheme, law, policy or arrangement which are or which become available to the owner or operator of any facility for the generation of electricity from a renewable source in connection with its existence or operations as a supplier of electricity from a renewable source including under the Regulations (including any replacement scheme or legislation) or any emissions trading scheme, carbon pollution reduction scheme or other arrangement concerned with the regulation or reduction of greenhouse gas emissions or other programmes for the benefit of the environment and includes without limitation any Environmental Attributes arising from, or created by reference to the Metered Output;

"**Generated Output**" means the total output of the PV system less the Metered Output;

"**Good Electricity Industry Practice**" means exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking (designing, engineering, installing, constructing, completing, commissioning, testing, operating and maintenance) in relation to a project of a similar combined size, scope, scale, nature and complexity as the PV System;

"**Government Approval**" means any licence, permit, approval, consent, authorisation, waiver, exemption, permission, variance, franchise, filing, registration, qualification, accreditation,

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direction, declaration, order or similar requirement of or from any Competent Authority, and any renewal, replacement or variation of them, in each case, required for a Party to perform its obligations under this Lease in accordance with any Applicable Law;

"**Independent Expert**" has the meaning given to it in paragraph 6;

"**Licensed Supplier**" means any reputable licensed electricity supplier from whom the Tenant may from time to time procure its electricity;

"**Metered Output**" means the total monthly volume in kWh of electrical output from the PV System supplied to the Tenant as recorded by the Meter;

"**Reasonable and Prudent Operator**" means a person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances or conditions;

"REGO" means a renewable energy guarantee of origin issued by OFGEM in accordance with the Regulations;

"**Regulations**"**"** means the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003;

"**Working Days**" means a day on which banks generally open for business in the City of London excluding Saturdays or Sundays.

2. Sale & Purchase

2.1 Subject to there being at least an equivalent demand for such electrical energy at the Premises the Landlord agrees to supply and sell and the Tenant agrees to take and purchase the entire Metered Output from the PV System and title to, and risk in Metered Output shall pass from the Landlord to the Tenant at the Supply Point.

2.2 The Tenant shall pay for all Metered Output delivered to it at the Supply Point in accordance with paragraph 5.

2.3 Notwithstanding anything to the contrary contained in this Lease the Tenant shall take and pay for its electricity requirements first from the Metered Output and only if the Premises' electrical demand is in excess of such Metered Output shall then procure any excess requirements from a Licensed Supplier.

2.4 The Landlord shall be entitled to export and sell any Generated Output not consumed at the Premises.

2.5 The Tenant shall reimburse the Landlord for all taxes, fees, charges, duties or tariffs if any levied or imposed by any Competent Authority on the Metered Output produced by the PV System and the sale of electricity by the Landlord to the Tenant under this Lease.

2.6 The Tenant acknowledges and agrees that the PV System is an intermittent and supplemental source of electric power. The Landlord does not warrant or guarantee the amount of electric energy to be produced by the PV System for any hourly, daily, monthly, annual or other period whatsoever. The Landlord is not a utility or an electric service provider and does not assume any obligations of a utility or electric service provider, including any obligation to provide electric energy.

2.7 The Tenant shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts of Metered Output produced by the PV System and shall pay for such service pursuant to contracts with or applicable tariffs of the Licensed Supplier or other electric service

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provider from time to time. The Landlord shall have no obligation to obtain or arrange for any back up or supplemental electricity.

3. Environmental Attributes

3.1 The Tenant acknowledges that the Tenant's purchase of the Metered Output does not include any Environmental Attributes.

3.2 The Landlord shall be the owner of and at all times retain all rights to any Environmental Attributes.

3.3 If any Environmental Attributes are issued to the Tenant in respect of any Metered Output then the Tenant shall as soon as reasonably practicable at its own cost take such steps as are reasonable to effect a transfer of all such Environmental Attributes to or as directed by the Landlord.

4. Metering

4.1 The Landlord shall be responsible for taking readings of the Metered Output for each month, based on the measurements of the Meter in accordance with Good Electrical Industry Practice and shall include the readings in the Billing Statement for the relevant month.

4.2 Subject to paragraph 4.3 readings of the Meter shall be conclusive as to the amount of Metered Output.

4.3 The Landlord shall inspect and carry out tests on the Meter in accordance with any Applicable Law, the recommendation of the relevant manufacturer and the requirements of the relevant Competent Authority as follows:

(a) after the Meter has been brought back into service following a period in which it has been out of service or it is agreed or determined to be registering inaccurately;

(b) at such intervals as are recommended by the Meter's manufacturer, required by the relevant Competent Authority;

(c) as otherwise required in accordance with Good Electricity Industry Practice; and

(d) in the event that the other party disputes in good faith the accuracy of the Meter.

4.4 In the event that the Meter is inspected and tested pursuant to paragraph 4.3 above, each party and its consultants and representatives shall have the right to witness each inspection.

4.5 In the event that the Meter is out of service or is agreed or determined to be registering outside the levels of accuracy specified by the Applicable Law then the Landlord shall estimate the Metered Output for the period of disservice or inaccuracy in a commercially reasonable manner by reference to the Metered Output measured during periods of similar conditions when the Meter was registering accurately. Such estimates shall be used for the purpose of calculating the monthly payment in accordance with paragraph 5.

4.6 If, for calculation purposes, no time period of similar conditions, during which the Meter registered accurately, can be determined, measurements shall be calculated in good faith by the Landlord in accordance with Good Electrical Industry Practice.

5. Payment

5.1 The Tenant shall pay to the Landlord for each kWh of Metered Output supplied to the Tenant an amount equal to 80% of the Current Contract Rate in accordance with this paragraph 5.

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5.2 The Tenant shall promptly supply to the Landlord such documentation and information as the Landlord shall reasonably require to verify the Current Contract Rate.

5.3 No later than twenty Working Days after the end of the first and every subsequent month of the Term, the Landlord shall provide to the Tenant a billing statement (**"Billing Statement"**) setting out in respect of the immediately preceding month:

(a) the Metered Output supplied during that month; and

(b) the amount payable pursuant to paragraph 5.1 (**"Cost"**),

including any details and evidence of the sums used to calculate such amounts.

5.4 Subject to receipt of a valid VAT invoice in respect of the Cost, the Tenant shall pay the Landlord within ten Working Days of receipt of such invoice.

5.5 Within ten Working Days of issue of the Billing Statement, the Tenant shall notify the Landlord if it disputes any of the information set out in the Billing Statement.

5.6 Any adjustment required to correct inaccuracies or updated information in a Billing Statement must be included by the Landlord in the next prepared Billing Statement after such inaccuracy has been corrected or such updated information has been ascertained (as applicable).

5.7 Any dispute regarding the matters contemplated by this paragraph 5 must be referred to the Independent Expert in accordance with paragraph 6.

6. Independent Expert

6.1 If this Schedule 5 provides or the parties otherwise agree that a dispute relating to this Schedule 5 is to be referred to an Independent Expert, then the parties will appoint an independent expert to which the dispute will be referred and agree with the Independent Expert the terms of its appointment either:

(a) by mutual agreement within ten (10) Working Days after either party serves on the other party a notice referring a dispute to an Independent Expert; or

(b) failing agreement to appoint an Independent Expert or the terms of its appointment within the period specified in paragraph 6.1(a) either party may request the Appointing Institute to:

(i) within five (5) Working Days of the request being made, appoint an Independent Expert to which the dispute will be referred; and

(ii) agree with the Independent Expert the terms of its appointment which will then be binding on the parties.

6.2 The Independent Expert must:

(a) act as an expert and not as an arbitrator;

(b) give each party a reasonable opportunity to make representations; and

(c) notify the parties of his or her decision within one month of their appointment.

6.3 The Landlord and Tenant are to pay the Independent Expert's costs equally, unless the Independent Expert determines otherwise.

6.4 In the absence of fraud or manifest error, each party agrees that any decision made by an Independent Expert will be final and binding.

Executed as a **Deed** by)

Dransfield Properties Limited)

acting by a director in the presence of:)

Director

Signature of witness: .....

Name of witness: .....

Address: .....

.....

Executed as a **Deed** by)

A [redacted])

Martyn Brettlee as attorney for **Pure Gym**)

Limited under a power of attorney dated)

14 October 2025 in the presence of:)

HK LLP

[redacted]

A [redacted] HK LLP

Martyn Brettlee as attorney for Pure Gym Limited

Signature of witness: [redacted] .....

Name of witness: J[redacted] .....

Address: [redacted] .....

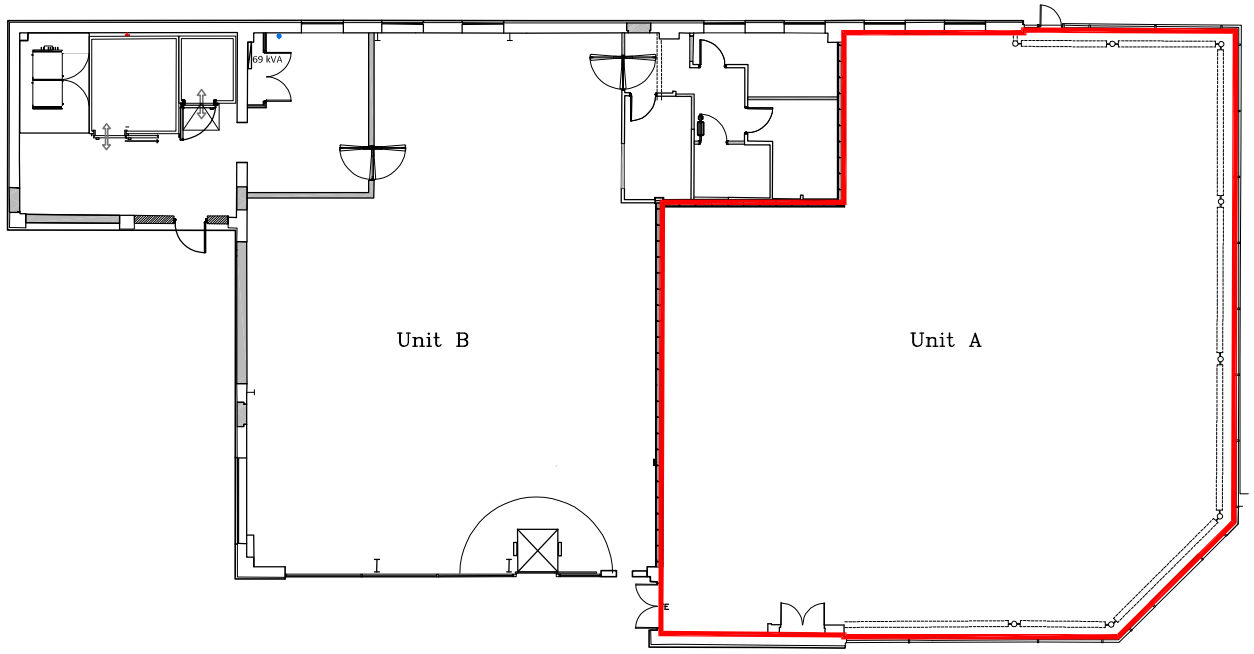
.....

"I confirm that I was physically present when A [redacted] signed this deed"

Docusign Envelope ID: CFFD10C3-197D-404D-AED6-5699F9C2D0E8

Appendix 1– Premises Plan and Site Plan

Docusign Envelope ID: CFFD10C3-197D-404D-AED6-5699F9C2D0E8



UNIT A LEASE PLAN

scale 1:200

0 10m

PGH1-1121

Ward Architecture Limited
Re-plan, Re-design, Re-generate

PRELIMINARY LAYOUT

All setting out dimensions to be site confirmed prior to works commencing and any discrepancies confirmed to architect. This drawing is to be read in conjunction with all other architectural and structural engineers drawings.
Any queries please email info@wardarchitectureltd.co.uk

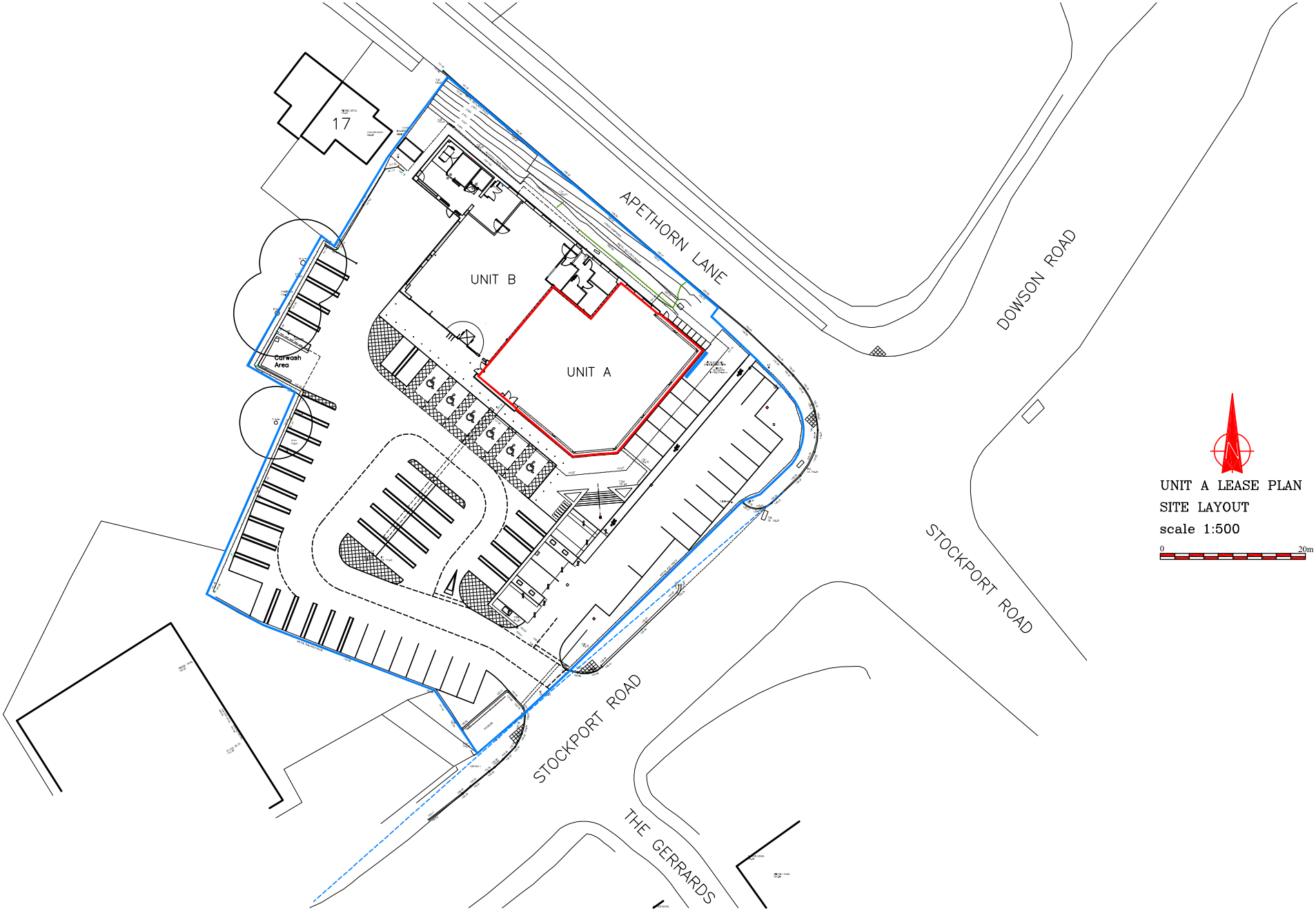
INCHAPE AUDI APPROVED CENTRE
60 STOCKPORT ROAD, HYDE
for DRANSFIELD PROPERTIES LIMITED

UNIT A LEASE PLAN 1:200@A3

Date: 03/03/26

Job Number: **WAL-23-42-LP03C**

Docusign Envelope ID: CFFD10C3-197D-404D-AED6-5699F9C2D0E8



UNIT A LEASE PLAN
SITE LAYOUT
scale 1:500

0 20m

PGH1-1122

Ward Architecture Limited
Re-plan, Re-design, Re-generate

PRELIMINARY LAYOUT

All setting out dimensions to be site confirmed prior to works commencing and any discrepancies confirmed to architect. This drawing is to be read in conjunction with all other architectural and structural engineers drawings.
Any queries please email info@wardarchitectureltd.co.uk

INCHAPE AUDI APPROVED CENTRE
60 STOCKPORT ROAD, HYDE
for DRANSFIELD PROPERTIES LIMITED

UNIT A LEASE PLAN SITE LAYOUT 1:500@A3

Date: 03/03/26

Job Number: **WAL-23-42-LP04C**

Daylist Enquiry

Matter	044404.00302
Date Accessed	12 June 2026 at 08:21 AM
Title Number	GM763074

Applications in priority order

Application Type	Dealing
Customer Reference	019793.11791/HXXT/CHS
Priority Date	01/06/2026 11:49
Lodged By	DENTONS UK AND MIDDLE EAST LLP MILTON KEYNES OFFICE THE PINNACLE 170 MIDSUMMER BOULEVARD MILTON KEYNES MK9 1FE
Application Progress	Received: Priority Protected - Awaiting Processing
Land Registry Reference	U807LKV
Application Received By	Business Gateway

Application Type	Dispositionary First Lease (Old Title)
Customer Reference	HM12/077538.00330
Priority Date	14/04/2026 11:59
Property Description	Ground Floor & Mezzanine Unit A, 60 Stockport Road, Hyde
Lodged By	HOWARD KENNEDY LLP NO 1 LONDON BRIDGE LONDON SE1 9BG
Application Progress	Received: Priority Protected
Land Registry Reference	DC7346C
Application Received By	Business Gateway
New Titles	MAN472172
Parent Titles	GM753602, GM763074

Application Type	Dispositionary First Lease (Old Title)
Customer Reference	DransfieldStockpor10106.9
Priority Date	04/12/2025 09:45
Property Description	Vehicle Charging Point
Lodged By	INSTAVOLT LIMITED 6 CEDARWOOD CROCKFORD LANE CHINEHAM PARK HAMPSHIRE RG24 8WD

Application Progress	Received: Priority Protected - Awaiting Processing
Land Registry Reference	DC71B0F
Application Received By	Portal
New Titles	MAN465679
Parent Titles	GM753602, GM763074

Please note that the information provided is as available via HM Land Registry Application Enquiry on the Date Accessed stated above.

We're Open - Opening Offer

Menu

Join

Hyde Gym

60 Stockport Road, Gee Cross, SK14 5ET Directions from me

Join

PGH1-1125







Membership options

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus..

Multi-gym Access

PGH1-1126

Book classes 8 days in advance*

~~£27.99~~ **£17.99**

per month
for your first 3 months + £15 join fee

Join now

Book classes 14 days in advance*
Bring a guest up to 4 times a month
Freeze your membership any time
Unlimited flavoured water with vitamins*
Up to 60% off top brands

~~£35.99~~ **£25.99**

per month
for your first 3 months + £15 join fee

Join now

All plans have...

✓ No contract - Cancel any time ✓ Classes included at most gyms*

Compare Plans



PGH1-1127



About PureGym Hyde

No matter what your fitness goal may be, you'll find everything you need at PureGym Hyde. Our club is perfectly sized for your communityit is welcoming, inclusive and for everyone. Take your pick from the latest gym kit and a huge timetable of group exercise classes include in your membership. Want access to state-ofthe-art gym equipment with a low-cost monthly payment (with no contract)? Our gym in Hyde is fitted with over 70+ pieces of equipment, including free weights, fixed resistance machines, and cardio equipment. 24/7 opening hours subject to planning.

We're located on Stockport Road, nearby The Village Nursery, with free parking available on

Read more +

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

PTs Available
One-to-one training with Personal Trainers

Free Wifi
Stay online in the gym

Air Con
Train in a cool, comfortable space

Member Benefits
Special discounts for being a PureGym member!

Instructor Led Classes

PGH1-1128

Burn calories, build muscle, and improve endurance

Made for how you move

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

PGH1-1129

360 virtual tour of Hyde Gym

View 360 tour

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included at most gyms – and there's something for every fitness mood and every kind of mover.

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Georgia Flynn
Gym Manager

The friendliest Personal Trainers

Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

PGH1-1130

Getting to PureGym

Driving

We're located on Stockport Road, nearby Audi and The Village Nursery with free parking available nearby!*

Pop **SK14 5ET**, into your SatNav and navigate towards Stockport Road.

*Parking restrictions may apply Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym

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Facebook Messenger

Get to know us

Help & Support

Company

Serious Stuff

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Download on the App Store

GET IT ON Google Play

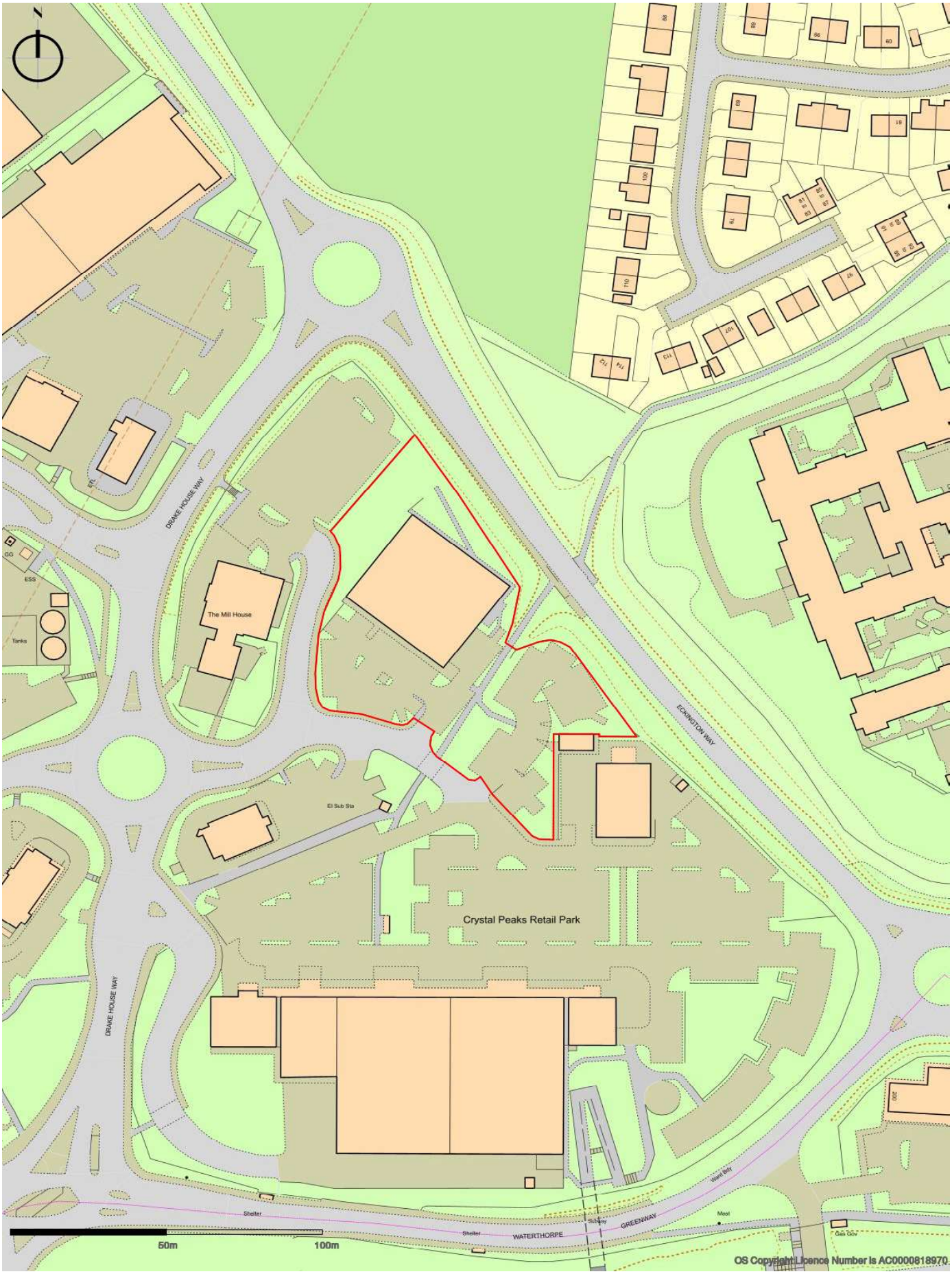
Download the PureGym app

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-1132


DRAKE HOUSE WAY
The Mill House
Tanks
ESS
GG
El Sub Sta
ECKINGTON WAY
Crystal Peaks Retail Park
DRAKE HOUSE WAY
Shelter
Shelter
WATERTHORPE
Subway
GREENWAY
Ward Bdry
Mast
Gas Gov
50m
100m
OS Copyright Licence Number is AC0000818970

PGH1-1133

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

We hereby certify that this is a true copy of the original
Addleshaw Goddard LLP
Date 9 May 2023
Addleshaw Goddard LLP
One St Peter's Square
Manchester
M2 3DE

ADDLESHAW GODDARD

Dated 4 May 2023

BRITEL FUND TRUSTEES LIMITED

-AND-

PURE GYM LIMITED

LEASE
relating to Unit 3,
Crystal Peaks Retail Park,
Sheffield S20 7JJ

The electronic deed of which this is a print-out is amended this day 9 May 2023 as follows.

Addleshaw Goddard LLP

DocuSign Envelope ID: B46E53CF-3585-4100-A130-77E3D8AD3BFF

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Land Registry required wording

LR1	**Date of Lease**	4 May 2023
LR2	**Title Number(s)**	Landlord's Title Number: SYK401562 Other Title Numbers: None
LR3	**Parties to this Lease**	**Landlord** Britel Fund Trustees Limited (Company No. 01687153) whose registered office is at One America Square, 17 Crosswall, London, England, EC3N 2LB **Tenant** Pure Gym Limited (Company No. 06690189) whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY **Other Parties** None
LR4	**Property**	All those premises known as Unit 3 Crystal Peaks Retail Park, Sheffield S20 7JJ as more particularly described in Part 1 of Schedule 1 **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail**
LR5	**Prescribed Statements**	Not applicable
LR6	**Term for which the Property is leased**	The term is as follows: 15 years from and including the Term Commencement Date (specified in the Other Particulars)
LR7	**Premium**	None
LR8	**Prohibitions or restriction on disposing of this Lease**	This lease contains a provision that prohibits or restricts dispositions
LR9	**Rights of acquisition**	**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None **LR9.2 Tenant's covenant to (or offer to) surrender this lease** None

PGH1-1136

		LR9.3 Landlord's contractual rights to acquire this lease None
LR10	**Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**	None
LR11	**Easements**	**LR11.1 Easements granted by this lease for the benefit of the Property** As set out in Part 2 of Schedule 1 **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** As set out in Part 3 of Schedule 1
LR12	**Estate rentcharge burdening the Property**	None
LR13	**Application for standard form of restriction**	None
LR14	**Declaration of trust where there is more than one person comprising the Tenant**	None

Other Particulars

Date	:	4 May 2023
Landlord	:	**Britel Fund Trustees Limited** (Company No. 01687153) whose registered office is at One America Square, 17 Crosswall, London, England, EC3N 2LB
Tenant	:	**Pure Gym Limited** (Company No. 06690189) whose registered office is at Town Centre House, Merrion Centre, Leeds, LS2 8LY
Term Commencement Date	:	4 May 2023
Initial Rent	:	From and including the Rent Commencement Date, the yearly rent of one hundred and sixty thousand pounds (£160,000) plus VAT Subject to review in accordance with Schedule 2 hereto
Rent Commencement Date	:	4 August 2023
Review Dates	:	4 May 2028 2028 and every subsequent fifth anniversary of such date.
Service Charge Commencement Date	:	Term Commencement Date
Service Charge Percentage	:	Such percentage as shall from time to time be certified by the Landlord's Surveyor as a fair and reasonable percentage of the Service Expenditure
Initial Service Charge Estimate	:	£21,746.43 per annum
Permitted Use	:	Health and fitness facility within Class E(d) of the Schedule to the 1987 Use Classes Order 24 hours a day, 365 days a year.
Prescribed Rate	:	Four per cent per annum above the Base Rate

This lease is made the date hereof

Between

(1) The landlord as more particularly described in the Particulars (**Landlord**); and

(2) The tenant as more particularly described in the Particulars (**Tenant**).

It is agreed

1 Definitions and Interpretation

1.1 **Definitions**

In this lease unless the context otherwise requires the terms defined in this clause 1.1 and in the Particulars shall have the meanings specified:

1954 Act means the Landlord and Tenant Act 1954

1954 Act Order means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

1987 Use Classes Order means the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted and which for the avoidance of doubt shall not include any extension modification or re-enactment of such order made after the date hereof

1995 Act means the Landlord and Tenant (Covenants) Act 1995

2002 Act means the Land Registration Act 2002

2003 Rules means the Land Registration Rules 2003 or any statutory modification or replacement thereof

Assignee means any intended assignee of the Property

Base Rate means the base rate of The Royal Bank of Scotland plc or in the event of such base rate ceasing to exist such other rate equivalent thereto which may from time to time be determined by the Landlord

AG LLP

Break Date means 4 May ~~2023~~ 2033

Break Notice means notice to terminate this lease on the Break Date.

Car Parking Areas means:

(a) those parts of the Landlord's Development from time to time comprising car parks and car parking areas together with the accessways exits ramps and roadways ancillary thereto; and

(b) any car parks and car parking areas together with the accessways exits ramps and roadways ancillary thereto outside the curtilage of the Landlord's Development available for use by:

(i) all or any or some of the occupiers of premises comprised in the Landlord's Development and their servants agents invitees licensees and visitors; or

(ii) the general public resorting to the Landlord's Development

Conduits means pipes downpipes sewers drains soakaways channels gullies gutters watercourses conduits ducts flues wires and cables and any other conducting media and all ancillary equipment and installations

Contaminated Land Regime means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any guidance issued under it

decorate means to paint french polish re-paper or otherwise treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces by stripping off stopping and priming as may be necessary and to wash down all washable surfaces and to restore point and make good all brickwork stucco and stonework where necessary and to grain marble and varnish any parts usually so treated all decoration being carried out well and substantially with good quality materials and where painting is involved three coats being applied to the outside and two coats to the inside

development has the meaning given by section 55 of the Town and Country Planning Act 1990

Development Restrictions means that in exercising the rights pursuant to clause 5.4:-

(a) any diminishment, obstruction or interference to the right of such right or other easements appertaining to or enjoyed by the Property shall not have a materially adverse effect on the use of the Property upon the completion of any works or redevelopment;

(b) there is no permanent material interference with the Tenant's use of the Property in accordance with the terms of this Lease;

(c) reasonable endeavours are taken to minimise any interference or obstruction to the Property or diminishment to the rights enjoyed at the Property by building work, scaffolding, noise, dust, vibration (having had regard (but not being bound by) to the Tenant's suggestions in relation to limiting any such interference, obstructions or diminishment);

(d) all physical damage to the Property is made good as soon as reasonably practicable to the Tenant's reasonable satisfaction;

(e) the Landlord uses reasonable endeavours to complete any work or redevelopment within a reasonable timescale (such timescale to be appropriate and what would be considered usual practice in the construction industry within the context of the redevelopment proposals).

Development Roadways and Development Pathways and Pedestrian Areas means respectively the roads vehicular accessways bridges service roads and service areas and the pathways and pedestrian areas comprised in the Landlord's Development from time to time available for use by:

(a) all or any or some of the occupiers of premises comprised in the Landlord's Development and their servants agents invitees licensees and visitors; or

(b) the general public

Entry Safeguards means the Landlord shall:

(a) give the Tenant at least two days' prior written notice (except in the case of emergency, when the Landlord shall give as much notice as may be reasonably practicable);

(b) cause as little interference to the Tenant's business as reasonably practicable (except where it is necessary to do so in order to comply with any obligation to the Tenant or any statutory enactment or any regulation, rule or order made pursuant thereto or any regulation, occurrences or bye-law of any local authority);

(c) cause as little physical damage as reasonably practicable;

(d) repair any physical damage that the Landlord causes as soon as reasonably practicable unless the Landlord has exercised its right of entry due to the Tenant being in breach of any of the Tenant's obligations in this Lease; and

(e) remain upon the Property for no longer than is reasonably necessary.

EPC means the Energy Performance Certificate (as defined in The Energy Performance of Buildings (England and Wales) Regulations 2012) from time to time obtained by either the Landlord or

the Tenant of the Property

"Environment" means the natural and man-made environment, including all or any of the following media, namely air (including air within buildings and air within other natural man-made structures above or below ground), water (including water under or within land or drains or sewers) and land and any living organisms (including man) or systems supported by those media.

"Existing Contamination" means any Hazardous Substance present on or before the commencement of this Lease within the soil and/or groundwater of the Landlord's Development

Group Company means a group of companies within the meaning of section 42 of the 1954 Act

"Harm" means significant harm to the Environment.

"Hazardous Substance" means any material, substance or organism which, alone or in combination with others, is capable of causing Harm.

Insured Risks means such of the following risks as may from time to time be included in any policy of insurance effected hereunder namely risks in respect of loss or damage by fire earthquake subterranean fire bursting or overflowing of water tanks apparatus or pipes sprinkler leakage riot or civil commotion terrorism strikes labour or political disturbance or damage by malicious persons explosion (including explosion of boilers and other heating apparatus) lightning thunder-bolt storm tempest flood and impact by any road vehicle aircraft or other aerial device or articles dropped therefrom and any other risks required to be insured by the Landlord subject to such exclusions and limitations as may be imposed by the insurers and excluding such risks as the Landlord in its reasonable discretion considers cannot be insured against in the United Kingdom market at a reasonable rate

Interest means interest calculated on a daily basis at the Prescribed Rate during the period from the date on which the expenditure is incurred or from which the interest is to run to the date of payment as well before as after any judgment

Landlord means the party named as Landlord in the Particulars and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term

Landlord's Development means Crystal Peaks Retail Park Sheffield S20 7JJ the boundary of which is shown for identification purposes only edged green on Plan 1 together with any additional adjoining or neighbouring areas of land and/or buildings (including landlord's fixtures and fittings from time to time thereon with such additions and modifications as may be made from time to time) owned or managed or to be owned or managed by the Landlord and of which notice has from time to time been given to the Tenant but shall exclude any areas of land and/or buildings which cease to be owned or managed by the Landlord and of which notice has from time to time been given to the Tenant provided always where the Landlord's Development is increased the Tenant's liability for Service Charge shall not materially increase as a result.

Landlord's Surveyor means any qualified person or firm (including an employee of the Landlord or a Group Company of the Landlord) appointed by or acting for the Landlord to perform the function of a surveyor for any purpose of this lease

Landscaped Areas means such part of the Landlord's Development as shall from time to time consist of open landscaped areas but excluding any such open landscaped areas as are comprised in Lettable Units

Lettable Unit means the premises forming part of the Landlord's Development which are or are intended or are designed at any material time to be the subject of a separate letting

"**New Contamination**" means:

(i) any Hazardous Substance first present at in on under or migrating to or from the Property after the date of commencement of this Lease; and/or

(ii) any Existing Contamination which the Tenant or any person acting on its behalf causes or permits to be exacerbated, aggravated, migrate, escape or move at any time

Particulars means the descriptions and terms appearing on the preceding pages and consisting of the Land Registry Required Wording and the Other Particulars all of which comprise part of this lease

Planning Acts means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all statutes referred to therein to the extent that they remain in force and all statutes regulations and orders included by clause 1.2(d) of this lease

Previous Lease means the lease dated 16 June 1999 and made between (1) Gracemount Development Limited (2) Sam Jones (Clubs) Limited and (3) D C Leisure Management Limited and includes all deeds and documents ancillary or collateral thereto

Registered Entries means all matters referred to in the property and charges registers at the date of this lease to title number SYK401562

Rent means the Initial Rent and rent ascertained in accordance with Schedule 2

Signage Zones means the areas shown on the Plan 2 at Appendix 1.

Service Area means a service area and/or such other area as may be designated by the Landlord from time to time for use by the tenants or occupiers of Lettable Units within the Landlord's Development but excluding any part thereof which is designated by the Landlord from time to time for exclusive use by an individual tenant or occupier

Service Charge means the charge provided for in Schedule 3

Service Expenditure means the aggregate of such expenditure as is provided for in Schedule 4 (Service Expenditure)

Stipulated Periods means the periods during which the Lettable Units comprised within the Landlord's Development are permitted to be open for trading purposes as stipulated by the Landlord from time to time

Tenant means the party named as Tenant in the Particulars and includes the Tenant's successors in title and assigns and in the case of an individual his personal representatives

Tenant's Overflow Car Park means the car park shown edged bule on Plan 1 at Appendix 1.

Term means the term of years stated in panel LR6 of the Particulars and includes any period of statutory continuation

Terminating Event has the meaning set out in clause 5.1(c)

Uninsured Damage occurs where all of these occur:

the Premises is damaged by a risk within the definition of Insured Risks so that it is unfit for occupation and use and

the damage is not insured, fully or at all, because insurance is not available at all or at economic rates in the London insurance market and

the Landlord cannot recover the full cost of reinstatement (ignoring excesses and deductibles) under the insurance policy and

the Landlord notifies the Tenant within 12 months of the date of the damage that it is Uninsured Damage, failing which it is Insured Damage

but Uninsured Damage excludes any damage where the Landlord's insurance is vitiated by the Tenant and

usual quarter days means 25 March 24 June 29 September and 25 December in each year

Utilities Costs means all costs incurred in connection with the supply and removal of electricity gas water sewage telecommunications data and other services and utilities to or from the Property

VAT means value added tax or other tax of a similar nature

1.2 **Interpretation**

(a) At any time when the Landlord the Tenant or the Guarantor (if any) comprise two or more persons such expressions shall include all or either of any such persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such persons jointly and severally.

(b) References to any right exercisable by the Landlord shall where the context so admits include the exercise of such right by any superior landlord and all persons authorised by the Landlord or any superior landlord including agents professional advisers contractors workmen and others.

(c) In any case in which the consent or approval of the Landlord is required under this lease the giving of such consent shall be conditional upon the consent of any superior landlord being obtained so far as may be required and the Landlord shall at the request and cost of the Tenant use reasonable endeavours to obtain any such consents or approvals whenever they may be required.

(d) Unless otherwise specified any reference to a statute or order in this lease shall include any statutory extension or modification or re-enactment of such statute or order and all statutory instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom.

(e) Any covenant in this lease by the Tenant not to do an act or thing shall be deemed to include an obligation not to suffer such act or thing to be done and to use all reasonable endeavours to prevent such act or thing being done by another person.

(f) Any reference in this lease to parting with possession shall be deemed to include sharing possession or parting with or sharing occupation or holding the Property on trust for another.

(g) Headings of paragraphs and of schedules (if any) and the front cover and contents section of this lease shall be deemed not to form part of this lease and shall not be taken into account in the construction or interpretation of this lease.

(h) References in this lease to any clause or schedule without further designation shall be construed as a reference to the clause or schedule to this lease so numbered.

(i) The singular includes the plural and vice versa.

(j) All payments of rent or other payments under this lease are (unless otherwise expressly stated) exclusive of VAT charged or chargeable thereon.

(k) Words importing the neuter gender only include the masculine and feminine genders and words importing the masculine gender only include the feminine gender and vice versa.

(l) Words importing persons include firms companies and corporations and vice versa.

2 Demise and Rent

The Landlord hereby demises with full title guarantee to the Tenant all that the Property together with the easements and other rights specified in Part 2 (Rights Granted) of

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Schedule 1 except and reserving to the Landlord and its successors in title and assigns and the tenants and occupiers of other parts of the Landlord's Development and all other persons entitled thereto the easements and rights mentioned in Part 3 (Exceptions and Reservations) of Schedule 1 to hold the same unto the Tenant subject to the matters specified in Part 4 (Subjections) of Schedule 1 for the Term yielding and paying therefor during the Term and in proportion for any less time than a year the following rents:

2.1 during the period (if any) beginning on the Term Commencement Date and ending on the day before the Rent Commencement Date the rent of a peppercorn if demanded and thereafter the Rent payable without deduction or set off by equal quarterly payments in advance by electronic transfer on the usual quarter days the first such payment being a proportionate sum in respect of the period beginning on the Rent Commencement Date and ending on the day before the usual quarter day next after the Rent Commencement Date to be paid on the usual quarter day preceding the Rent Commencement Date;

2.2 the Service Charge as provided for in Schedule 3 (Service Charge Payments) in the manner and at the times therein set out;

2.3 the insurance expense referred to in clause 3.3 (Insurance); and

2.4 by way of further rent VAT and/or Interest payable on any of the above.

3 Tenant's Covenants

The Tenant for itself and its successors in title and assigns hereby covenants with the Landlord throughout the Term or until released pursuant to the 1995 Act as follows:

3.1 **Rent payment**

(a) To pay the reserved rents herein provided for at the times and in the manner aforesaid without deduction counter-claim or set-off (save as required by law).

(b) If and for so long as the amount of the Rent which the Tenant is liable to pay shall be restricted by law the Tenant shall instead of the Rent pay the maximum amount of rent which such restriction may from time to time allow.

3.2 **Outgoings and common works**

(a) **Outgoings**

To indemnify the Landlord against:

(i) all existing and future rates taxes and outgoings payable for the Property and such fair and reasonable proportion as shall be determined by the Landlord's Surveyor acting reasonably of those payable for the Property and/or the Landlord's Development but nothing in this clause 3.2 shall require the Tenant to pay or refund to the Landlord any tax payable by the Landlord by reference to its income from or ownership of or any dealing with the Landlord's interest in the Property or assessed upon the Landlord by reference to its annual profits or its capital; and

(ii) any loss to the Landlord of rating relief which may be applicable to the Property by reason of the Property being vacant after the end of the Term (or

any earlier determination thereof) on grounds that such relief has already been allowed to the Tenant.

(b) **Utilities**

(i) To pay on demand:

(A) all Utilities Costs as determined by any meters installed by the Landlord; and

(B) where the Tenant does not obtain utilities direct from the relevant utility providers, quarterly instalments in advance on the usual quarter days (or such other four quarterly dates as the Landlord may from time to time specify) of all Utilities Costs such instalments to be made on account by the Tenant and based on estimates to be determined by the Landlord's Surveyor whose decision shall be binding upon the Tenant save in the case of manifest error.

(ii) A copy of the appropriate meter reading shall be sent to the Tenant when available and any overpayment by the Tenant based on the Landlord's Surveyor's estimate at clause 3.2(b)(i)(B) allowed to the Tenant by way of set-off against the Utilities Costs payable for the next succeeding relevant period and any underpayment by the Tenant based on the Landlord's Surveyor's estimate shall be paid by the Tenant to the Landlord within seven days after such copy shall have been sent to the Tenant.

(c) **Common works and exclusive works**

To pay on demand:

(i) a fair and reasonable proportion (to be determined by the Landlord's Surveyor whose decision shall be binding upon the Tenant save in the case of manifest error) of the expenses payable by the Landlord in respect of inspecting constructing testing repairing redecorating rebuilding renewing re-laying lighting cleansing maintaining and connecting up all (if any) roads pavements passages boundary walls fences conducting media and all other things used in common by the occupiers of the Property and the occupiers of other premises or hereafter provided for such use; and

(ii) the costs and expenses paid or properly incurred by the Landlord in respect of inspecting constructing testing repairing rebuilding renewing re-laying cleansing maintaining and connecting up conducting media used or enjoyed or to be used or enjoyed exclusively by the Property.

3.3 **Insurance**

(a) To repay to the Landlord on demand a fair and reasonable proportion as shall be determined by the Landlord's Surveyor acting reasonably of:

(i) the gross expense which the Landlord shall from time to time incur in the insurance of the Landlord's Development in the full reinstatement cost thereof against loss or damage by or in consequence of the Insured Risks including cover for demolition site clearance hoarding propping and incidental expenses architects' quantity surveyors' consulting engineers' legal and

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surveyors' fees (and VAT thereon) the cost of any work which may be required by or by virtue of any statute property owner's liability employer's liability public liability engineering insurance and such other risks fees and cover as the Landlord may consider desirable;

(ii) any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy upon settlement of any claim by the Landlord; and

(iii) any expense which the Landlord may incur in obtaining any annual desktop valuations and three yearly full valuations of the Property for insurance purposes.

(b) To pay to the Landlord on demand the whole of the premiums payable by the Landlord for insuring three years' (or such longer period as the Landlord shall reasonably require but not exceeding an additional period of two years') loss of actual or anticipated Rent and Service Charge of the Property.

(c) The Tenant shall as soon as reasonably practicable make good any damage caused to any plate glass within the Property with glass of no lesser quality or thickness.

(d) To notify the Landlord immediately if any event or thing happens in or relating to the Property against which the Property is insured under the terms of this lease.

(e) Not to do or omit anything whereby any policy of insurance on the Property or the Landlord's Development may become void or voidable nor (unless the Tenant shall have previously notified the Landlord and have paid the increased premium) anything whereby abnormal or loaded insurance premiums may become payable.

(f) To comply at all times with the requirements of the insurers and insurance brokers relating to the Property.

(g) Not to effect any insurance of or relating to the Property except that provided for or referred to in this lease.

(h) If at any time the Tenant shall become entitled to the benefit of any insurance on the Property (which is not effected or maintained in pursuance of any obligation contained in this lease) to apply all monies received by virtue of such insurance in making good the relative loss or damage.

(i) To pay to the Landlord on demand an amount equal to all monies which the Landlord is unable to recover under any insurance policy on the Property or the Landlord's Development by reason of an act neglect default or omission of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person.

3.4 **Waste and alterations**

(a) Not to commit any waste and not to make any addition to the Property.

(b) Not to make any structural alteration to the Property other than the installation of a trading mezzanine within the Property which shall be subject to the written consent of the Landlord, such consent not be unreasonably withheld or delayed and further subject to the Tenant complying with the obligations listed in clause 3.4(e) below.

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(c) Not to make any external alterations to the Property.

(d) Not to unite the Property with any adjoining property.

(e) Not to make any alterations to the shop-front and fascia nor make alterations to divide the Property without in each case the Tenant first:

(i) obtaining and complying with all necessary consents of any competent authority;

(ii) ensuring that such alteration does not affect the structural integrity of the Property;

(iii) paying all charges of any such authority in respect thereof;

(iv) paying the proper and reasonable fees of the Landlord its mortgagees and its professional advisers;

(v) entering into such covenants as the Landlord may reasonably require as to the execution of the works; and

(vi) wherever reasonably practicable using materials from sustainable sources where such sustainable sources are available at reasonable cost.

(f) Not:

(i) without the written approval of the Landlord which approval shall not be unreasonably withheld or delayed; and

(ii) save in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the electricity supply authority,

to make any alteration or addition to the electrical installation in the Property and not to connect any apparatus thereto which might endanger or overload such installation or any part thereof.

(g) To notify the Landlord in writing as soon as possible of:

(i) completion of any alterations to the Property and/or after the installation of any fixtures and fittings which may be installed by the Tenant and which may become landlord's fixtures and fittings; and

(ii) the cost of such alterations and/or reinstatement value of such fixtures and fittings.

(h) If any alteration to the Property shall be made then at the expiration or sooner determination of the Term the Tenant will at the Tenant's own cost reinstate and make good to the satisfaction of the Landlord the Property and restore the same to the plan and design as if such alteration (or such of them as may be specified by the Landlord) had not been made and to pay the expenses incurred by the Landlord (including legal charges and surveyor's fees) of and incidental to the superintendence of such reinstatement and making good.

(i) Following completion of any alterations to the Property to supply to the Landlord two sets of "as built" drawings showing the extent and detail of the alterations.

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(j) Where reasonably practicable to use materials from sustainable sources and comply with the Landlord's current policy relating to responsible property investment where to do so would not materially increase the cost of the proposed alterations.

(k) While the Tenant is Pure Gym Limited (Company No. 06690189)) only they may without Landlord consent but subject to clause (l):

(i) carry out internal non-structural alterations; and

(ii) install, alter or remove any shop front and fascia signage.

(l) Where the Tenant intends to carry out any alterations in accordance with clause 3.4(k), Pure Gym Limited (Company No. 06690189) shall ensure:

(i) full details are provided to the Landlord as soon as possible (and in any event within one month of completion) of any such work (which shall include a complete set of drawings); and

(ii) the works are done in a good and workmanlike manner using good quality materials; and

(iii) the works comply with all necessary consents; and

(iv) the alteration does not affect neighbouring premises; and

(v) the alteration does not adversely affect the operation or integrity of the plant; and

(vi) the alteration does not affect any conduits serving neighbouring premises; and

(vii) prevent the Property from lawfully being let by reason of any minimum energy performance standards imposed or reasonably expected to be imposed by regulations made under section 49 of the Energy Act 2011.

(m) Where any alterations are made by the Tenant under clause 3.4(k)(ii), such alterations shall be:

(i) within the Signage Zone agreed with the Landlord; and

(ii) in the standard trading or corporate style of Pure Gym Limited (Company No. 06690189)).

3.5 **Repairs**

(a) To keep the whole of the Property clean and tidy and clear of rubbish and in good and substantial repair (damage by any of the Insured Risks and Uninsured Damage excepted save to the extent that the policy or policies of insurance effected by the Landlord pursuant to this lease have been vitiated or the insurance monies or any part thereof shall be irrecoverable in consequence of any act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person)

(b) To be responsible for any damage caused to the Property or the Landlord's Development or to the Landlord or its tenants by the bursting overflowing or

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obstruction of any part of the water sanitary or heating installations in the Property or by the act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person.

(c) To keep all windows and glass forming part of the Property clean both inside and outside and unobstructed.

(d) To keep in good and safe repair all electricity cables Conduits and meters exclusively serving the Property and to indemnify the Landlord and its tenants against all liability howsoever arising from any failure to repair or the misuse or overloading of such cables Conduits and meters.

(e) To repair or replace as appropriate immediately by new articles of a similar kind and quality any Landlord's fixtures fittings boilers plant machinery or equipment on or in the Property needing repair or replacement.

(f) To keep all rubbish and waste enclosed in suitable receptacles situated in such areas as may be designated by the Landlord and to empty such receptacles as and when necessary and in any event at least once a week.

(g) To pay to the Landlord any proper costs incurred by the Landlord in connection with the inspection testing repair maintenance resurfacing and/or renewal of any part of the Landlord's Development occasioned by the act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person or any other persons under the Tenant's control.

(h) To give written notice to the Landlord immediately upon becoming aware of any defect in the Property or the Landlord's Development.

(i) Within three months (or sooner in the event of an emergency) of receipt of notice from the Landlord of any breach of this clause 3.5 to carry out the repair maintenance cleaning or decoration required to remedy the breach and if the Tenant fails diligently to comply with such notice the Landlord shall have the right to enter the Property to carry out such work and the Tenant shall upon demand pay to the Landlord all costs which the Landlord so incurs and if not so paid the cost aforesaid and Interest thereon shall be a debt due to the Landlord from the Tenant and shall be forthwith recoverable by action.

(j) Not to carry out repairs to any:

(i) heating cooling and ventilating apparatus;

(ii) sprinkler system;

(iii) fire hoses;

(iv) emergency lighting system;

(v) fire alarm system; and/or

(vi) other fire prevention and detection system or any equipment belonging thereto,

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within but not exclusively serving the Property.

(k) In relation to all repairs and works carried out by the Tenant under this lease to use materials from sustainable sources whenever reasonably practicable and where such materials are available to maintain all materials fully in accordance with the manufacturers' instructions and reasonable recommendations.

3.6 **Contamination and Pollution**

(a) The Tenant shall have no responsibility or liability whatsoever directly or indirectly under this Lease or under the Contaminated Land Regime as a result of the presence of Existing Contamination or as a result of such previous uses of the Property or any adjoining or neighbouring property as may have resulted in the release of contaminative substances pollution or other environmental harm ("Contaminative Uses") and the Tenant shall not be liable to the Landlord to make good or rectify (or pay to make good or rectify) any defect or want of repair resulting from Existing Contamination (whether on the Property or elsewhere) nor shall the Tenant be required to rectify remove treat or render harmless Existing Contamination or rectify any damage or other adverse consequences of any Contaminative Uses.

(b) The Tenant shall not cause or permit any New Contamination and the Landlord shall have no responsibility or liability whatsoever directly or indirectly under this Lease or under the Contaminated Land Regime as a result of the presence of New Contamination. The parties agree:-

(i) If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of Existing Contamination then as between the Landlord and Tenant the sole responsibility for complying with such environmental notice or for payment of costs is to rest with the Landlord to the exclusion of the Tenant

(ii) If any environmental notice is served on either party or any environmental regulator wishes to recover the costs of a remediation action in respect of New Contamination then as between the Landlord and Tenant the sole responsibility for complying with such environmental notice or for payment of costs is to rest with the Tenant to the exclusion of the Landlord

(iii) The Tenant and the Landlord agree that the provisions of this clause constitute an agreement on liabilities for the purposes of Part 2A of the Environmental Protection Act 1990 and any statutory guidance issued in respect of it and the parties acknowledge that either party may show it to any environmental authority for the purposes of establishing any allocation of liability in the event of any action by an environmental authority.

3.7 **Decoration**

To decorate the inside of the Property once every five years of the Term and in the last six months of the Term whenever determined (provided that the Tenant shall not be obliged to decorate more than once in any two consecutive years of the Term) the decoration whenever it differs from the present colour or type to be in a colour and type previously approved in writing by the Landlord's Surveyor such approval not to be unreasonably withheld or delayed

3.8 **Signage**

(a) Not to exhibit any flag, sign, advertising notices or promotional material which is visible from the exterior of the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) Provided that the Tenant shall be permitted without the consent of the Landlord to display the Tenant's signage in its national corporate style within the Signage Zones.

(b) At the end of the Term to remove any sign, poster, notice, advertisement or other item displayed at the Property and to make good all damage caused to the reasonable satisfaction of the Landlord.

3.9 **Yielding up**

(a) At the end or sooner termination of the Term:

(i) to deliver up the Property with vacant possession clean and in repair and decorated as required by this Lease and the Previous Lease (damage by the Insured Risks excepted save to the extent that the policy or policies of insurance effected by the Landlord pursuant to this lease have been vitiated or the insurance monies or any part thereof shall be irrecoverable in consequence of any act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person) having first replaced or repaired as appropriate any Landlord's fixtures and fittings which may be worn missing or damaged with new articles of a similar kind and quality and having made good any damage resulting from the removal of any tenant's fixtures fittings fascia or signs;

(ii) to, using reasonable endeavours, deliver to the Landlord the health and safety files, operation and maintenance manuals, guarantees and test, inspection and servicing certificates and records in respect of the Property and the fixtures and fittings at the Property;

(iii) to procure the closure of any registered title relating to this Lease or to any estate or interest derived out of this Lease and/or the Previous Lease (if applicable); and

(i) to procure to withdraw, remove, cancel, or procure the withdrawal, removal or cancellation of, every entry in any register which protects this Lease or any right or interest granted by it or derived out of it.

(b) The parties hereby acknowledge that notwithstanding the determination of the term of the Previous Lease, the Tenant shall remain responsible to repair, maintain and reinstate (as necessary) any disrepair to the Property existing immediately prior to the commencement of the term of the Previous Lease in accordance with the terms of the Previous Lease and shall be required to yield up the Property in good and substantial repair and condition in accordance with this Lease and the Previous Lease.

3.10 **Use**

(a) Not to use or permit the Property to be used other than for the Permitted Use.

(b) Not to sell alcohol or permit alcohol to be sold in or from the Property.

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(c) Not to do on the Property anything which may be a nuisance or cause danger injury or damage to the Landlord any superior landlord or their tenants or any neighbouring owner or occupier provided always proper use of the Property for the Permitted Use shall not be a breach of this clause.

(d) Not to use the Property for any noxious noisy offensive or dangerous trade business or pursuit nor for any illegal or immoral act or purpose nor as a club betting shop sex shop or amusement arcade or leisure centre nor for any public exhibition or show or political meeting nor as a restaurant snack bar or for catering of any description and not to hold any sales by auction nor keep any animals or birds on the Property and not to allow on the Property anything which is or may become dangerous offensive combustible inflammable radioactive or explosive provided always that the Landlord acknowledges some ambient noise may be heard only whilst the doors of the Property are open (but for the avoidance of doubt the Tenant shall not leave the doors open and they shall only remain open while people are entering or exiting the building on the Property).

(e) Not to trade or display goods outside the Property nor to cause any obstruction outside the Property nor to hang anything from the windows of the Property.

(f) Not to use on the Property:

(i) any machine other than normal gym machines which in suitable cases shall be rubber or otherwise mounted so as to minimise noise and vibration;

(ii) any machinery or sound reproduction amplifying equipment which shall be noisy or cause vibration or flashing lights or be a nuisance to the Landlord or the owners or occupiers of adjoining or neighbouring premises; or

(iii) any machine which creates any electrical disturbance outside the Property.

(g) Not to do anything which imposes an excessive load or strain on the Property which may cause structural damage.

(h) Not to load or unload goods other than in the Service Area serving the Property.

(i) Not to park vehicles in the Service Area serving the Property other than for the purposes of loading or unloading goods.

(j) Not to obstruct others lawfully using those parts of the Landlord's Development which the Tenant is entitled to use in common and to use the same in a reasonable manner and in accordance with any reasonable regulations made by the Landlord from time to time in regard thereto.

(k) Not to reside or sleep at the Property.

(l) Not to discharge anything into the Conduits serving the Property which will or may be corrosive or harmful or which may cause any obstruction or deposit therein and to employ such plant for treating any deleterious effluent before permitting the same to enter the Conduits serving the Property as may be reasonably required by the Landlord.

(m) To occupy the Property immediately and to keep them in use for trading purposes during the Stipulated Periods and to keep the windows attractively dressed in a

manner suitable to a health and fitness facility provided that and notwithstanding the provisions contained in this clause 3.10(m):

(i) the Tenant shall not be required to comply with the provisions of this clause 3.10(m):

(A) during such reasonable periods not exceeding 60 days in any one year during which the Tenant shall be carrying out permitted alterations or repairs to or decoration of the Property; or

(B) during such period as it shall be unlawful for the Tenant to comply with the provisions of this clause 3.10(m); or

(C) for a maximum period of one month following the grant by the Landlord to the Tenant of a licence consenting to an assignment of this lease pursuant to and in accordance with the provisions of clause 3.12; and

(ii) if for a period of 12 months the Tenant has used its best endeavours to dispose of its interest in the Property but has been unable to effect such a disposal within such period the Tenant shall not be required to comply with the provisions of this clause 3.10(m) on and with effect from the expiration of such 12-month period until such time as the Property is again occupied for trading purposes.

(n) Subject to the proviso to clause 3.8(m) hereof not to leave the Property continuously unoccupied for more than seven days and if the Property is continuously unoccupied for more than seven days with the Landlord's prior written approval (which approval shall be within the Landlord's reasonable discretion but shall not be unreasonably withheld or delayed) to provide such security and caretaking arrangements as are necessary to give the Property reasonable protection from vandalism theft or unlawful occupation and if the insurance premiums payable in respect of the Property increases by reason of the Property being unoccupied to pay to the Landlord on demand all such increased premiums.

(o) Without prejudice to the provisions of clause 3.10(m) the Tenant may use and/or occupy the Property outside the Stipulated Periods subject to:

(i) the Tenant obtaining the necessary planning consents;

(ii) the Tenant obtaining the Landlord's prior approval in writing to do so; and

(iii) the Tenant being responsible for a fair proportion of all additional costs and expenses incurred by the Landlord in relation to the opening of the Landlord's Development during such longer hours.

3.11 **Advertisements and aerials etc**

(a) Not without the Landlord's written approval to exhibit any advertisement notice or sign outside the Property and in particular not to erect any projecting or illuminated sign save (after obtaining the written approval of the Landlord which shall not be unreasonably withheld or delayed) for a fascia sign displaying the Tenant's name and

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business (which if so required by the Landlord shall be removed at the determination of the Term and any damage thereby occasioned made good by the Tenant) and save that this covenant shall not preclude the discreet and proper display of trade notices in the windows provided that any such notices in the shop windows and/or doors shall not obscure more than 80 per cent of the glazed areas.

(b) Not to install any flag pole nor any outside window box on the Property.

(c) Not without the Landlord's written approval (not to be unreasonably withheld or delayed) to attach to the Property or any part thereof any aerial or similar apparatus and not to make any claim against the Landlord in respect of interference to reception of radio or television transmissions or to the operation of any appliance in or upon the Property suffered or alleged to be suffered by reason of the use of electrical or other apparatus on any adjoining or neighbouring property of the Landlord.

(d) Not to cause interference to others by any radio or electromagnetic signal emitted by the use of apparatus operated or installed in or upon the Property and not without the Landlord's written consent to operate or install microcell aerials in or upon the Property.

3.12 **Alienation**

(a) **General**

Unless otherwise permitted under this clause 3.12 the Tenant shall not:

(i) hold the Property expressly or impliedly on trust for another person;

(ii) part with possession of the Property;

(iii) share possession of the Property with another person; and

(iv) allow anyone other than the Tenant any lawful underlessee (if any) or their respective officers and employees to occupy the Property.

(b) **Assignment**

(i) The Tenant shall not assign a part (as distinct from the whole) of the Property.

(ii) The Tenant shall not assign the whole of the Property without the prior written approval of the Landlord (which approval will not be unreasonably withheld or delayed).

(iii) It is agreed that the Landlord shall be entitled (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927):

(A) to withhold its approval in the circumstance set out in clause 3.12(b)(v); and

(B) to impose all or any of the matters set out in clause 3.12(b)(vi) as a condition of granting its approval.

(iv) The provisos to clause 3.12(b)(iii) shall operate without prejudice to the right of the Landlord to withhold approval on any other ground or grounds where such withholding of approval would be reasonable or to impose any further

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condition or conditions upon the grant of approval where the imposition of such condition or conditions would be reasonable.

(v) The circumstance referred to in clause 3.12(b)(iii)(A) above is as follows:

(A) where in the reasonable opinion of the Landlord the Assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants in this lease.

(B) the assignment or transfer is within the period of 5 years of the date hereof

(vi) The conditions referred to in clause 3.12(b)(iii)(B) are as follows:

(A) where reasonably required by the Landlord, the execution and delivery to the Landlord prior to the assignment in question of a deed of guarantee being an authorised guarantee agreement within section 16 of the 1995 Act and subject thereto containing covenants by the Tenant in the terms set out in clause 7 (Guarantee) with the Tenant substituted for the Guarantor and the Assignee substituted for the Tenant therein and with such variations as the circumstances may require;

(B) the payment to the Landlord of all rents and other sums which have fallen due under this lease prior to the date of assignment to the Assignee;

(C) the Assignee has if reasonably required by the Landlord deposited with the Landlord such sum by way of yearly rent as the Landlord reasonably requires as security for the performance by the Assignee of its obligations under this lease such sum not to exceed more than nine months then passing rent;

(D) the Assignee has first covenanted by deed with the Landlord in such form as the Landlord may reasonably require that with effect from the date of assignment and until the Property is are further lawfully assigned the Assignee will pay the Rent and observe and perform all the provisions of this lease to be observed and performed by the Tenant;

(E) if so reasonably required by the Landlord the execution and delivery to the Landlord prior to the assignment in question by one or more guarantors reasonably acceptable to the Landlord (if more than one jointly and severally) of a deed of guarantee containing covenants in the form set out in clause 7 (Guarantee) with the Assignee substituted for the Tenant therein and with any other necessary variations applicable to a deed of guarantee;

(F) the Assignee shall covenant with the Landlord to comply with section 6(1) of the 2002 Act in respect of the assignment and indemnify and keep indemnified the Landlord from and against all actions proceedings costs claims losses and liabilities arising as a result of any failure to do so; and

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(G) in respect of any registration pursuant to the 2002 Act in respect of the assignment the Assignee shall covenant with the Landlord to procure that no information that has prior to the application to register the assignment been prejudicial information within the meaning of the 2003 Rules on an application of the Landlord or the Landlord's predecessors in title becomes in any way directly or indirectly available to be inspected by any person pursuant to section 66 of the 2002 Act.

(c) **Charges**

(i) The Tenant shall not charge a part (as distinct from the whole) of the Property.

(ii) The Tenant shall not charge the whole of the Property except to a bank or similar financial institution for the purpose only of borrowing money on the security of this lease with the prior written approval of the Landlord (which approval will not be unreasonably withheld or delayed) provided that this clause 3.12(c) shall not prevent the creation or existence of a floating charge over all the assets of the Tenant.

(d) **Underlettings**

(i) The Tenant shall not underlet the whole or part of the Property without the prior written approval of the Landlord (which approval will not be unreasonably withheld or delayed).

(ii) Notwithstanding the foregoing provisions of clause 3.11(d)(iii) not to grant an underlease of the Property unless:

(A) Such underlease is granted and commences after the first five years of the date hereof;

(B) the rent reserved by that underlease shall be at a rate which at the date of the grant of that underlease is not less than the Open Market Rent (as defined in Schedule 2 (Rent Review) for the Property);

(C) that underlease is granted on or subject to terms which do not require the payment of any fine or premium or reverse premium or the granting by the relevant underlessor of any rent-free period in excess of three months;

(D) on or before the grant of that underlease the relevant underlessee shall deliver to the Landlord a covenant by the relevant underlessee with the Landlord to observe and perform during the period when the underlessee is bound by the tenant covenants of the underlease together with any additional period during which the underlessee is bound by an authorised guarantee agreement the tenant covenants contained in:

1) this lease (except the covenant to pay the Rent reserved by this lease); and

2) that underlease;

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(E) if the Landlord shall reasonably require it on or before the grant of that underlease one or more guarantors reasonably acceptable to the Landlord shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Tenant and the Landlord in the terms set out in clause 7 (Guarantee) but adapted to suit the circumstances in which the guarantee is given;

(F) that underlease imposes upon the relevant underlessee covenants conditions and provisions (which the Tenant covenants with the Landlord to operate and enforce):

1) for upward only reviews of rent on the same dates and on the same terms as the review dates and terms specified by this lease;

2) for re-entry by the relevant underlessor on breach of any covenant by the relevant underlessee;

3) no less onerous than those imposed upon the Tenant by or pursuant to this lease (except the covenant to pay the Rent reserved by this lease) and which underlease is (so far as is consistent with an underlease and subject to the provisions of clause 3.12(d)(ii)(F)6)) in a form substantially the same as this lease;

4) prohibiting the relevant underlessee from doing or allowing any act or thing on or in relation to the Property inconsistent with or in breach of the covenants and conditions imposed upon the Tenant by or pursuant to this lease;

5) requiring on each assignment of that underlease that the assignor of the underlease enters into an authorised guarantee agreement within section 16 of the 1995 Act in favour of the Tenant and the Landlord and subject thereto containing covenants by the assignor in the terms set out in clause 7 (Guarantee) with the Landlord and the Tenant substituted for the Landlord the assignor substituted for the Guarantor and the assignee substituted for the Tenant therein and with such variations as the circumstances may require;

6) requiring the relevant underlessee to indemnify the Landlord against any compensation payable pursuant to statute by the Landlord to any person deriving title to the whole or part of the underlet property through or under the relevant underlessee upon that person quitting where such compensation would not have been payable by the Landlord if the person quitting had been the lessee under a lease granted by the Landlord containing a clause in the form of clause 5.7 (Compensation on vacating);

7) before the underlease is completed (or if earlier before the underlessee becomes contractually bound to take the

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underlease) the underlease is validly excluded from the operation of sections 24–28 (inclusive) of the 1954 Act in accordance with the provisions of section 38A of the 1954 Act and the relevant schedules of the 1954 Act Order and that the Tenant produces to the Landlord adequate evidence of such valid exclusion including a certified copy of the warning notice served by the Tenant and of the declaration or statutory declaration of the proposed underlessee in each case in the forms prescribed by the 1954 Act Order;

8) imposing in relation to any permitted assignment of that underlease the same obligations for registration with the Landlord as are contained in this lease in relation to dispositions by the Tenant;

9) requiring the relevant underlessee to comply with section 6(1) of the 2002 Act in respect of the underlease and to indemnify and keep indemnified the Landlord from and against all actions proceedings costs claims losses and liabilities arising as a result of any failure to do so; and

10) in respect of any registration pursuant to the 2002 Act in respect of the underlease requiring the relevant underlessee to procure that no information that has prior to the application to register the underlease been prejudicial information within the meaning of the 2003 Rules on an application of the Landlord or the Landlord's predecessors in title becomes in any way directly or indirectly available to be inspected by any person pursuant to section 66 of the 2002 Act;

(G) that underlease contains a covenant on the part of the underlessee:

1) that the underlessee will not assign part of the underlet property and will not underlet or part with possession of the whole or any part of the underlet property or share the underlet premises or any part thereof with any other person or persons; and

2) that the underlessee will not assign the whole of the underlet property without obtaining within three months' prior thereto the previous written approval of the Landlord under this lease (which approval shall not be unreasonably withheld or delayed);

(H) the property to be underlet falls wholly within the Property as comprised within this lease and does not include any property or any right over property which is not demised by this lease;

(I) that underlease is otherwise in a form approved by the Landlord which approval shall not be unreasonably withheld or delayed; and

(J) the underletting does not produce more than 2 separate and concurrent underleases of the Property.

(iii) Not to vary the terms of any underlease except after obtaining the written approval of the Landlord which approval shall not be unreasonably withheld or delayed.

(iv) Not to take any step (whether before or after the granting of any underlease) which would prevent the Landlord exercising any statutory right which the Landlord may at any time have in respect of any underlease whether in relation to the power to collect underlease rents or otherwise.

(v) To ensure that:

(A) the rent reserved by any underlease is neither reduced nor commuted nor payable further in advance than provided for by that underlease;

(B) the rent reserved by any underlease is reviewed in accordance with its terms;

(C) no agreement is reached with the relevant underlessee about any reviewed rent except after obtaining the written approval of the Landlord which approval shall not be unreasonably withheld or delayed; and

(D) the Landlord's representations as to the rent which ought to be payable are made to the person appointed to determine the rent under the underlease to the reasonable satisfaction of the Landlord.

(vi) Prior to the permitted assignment of any underlease the Tenant shall procure that there are delivered:

(A) to the Landlord a deed containing covenants by the Assignee with the Landlord in such form as the Landlord may reasonably require:

1) to perform and observe all the tenant's covenants in and all other provisions of the underlease during the residue of the term of the underlease (including any continuation thereof);

2) to comply with section 6(1) of the 2002 Act in respect of the assignment and indemnify and keep indemnified the Landlord from and against all actions proceedings costs claims losses and liabilities arising as a result of any failure to do so; and

3) in respect of any registration pursuant to the 2002 Act in respect of the assignment to procure that no information that has prior to the application to register the assignment been prejudicial information within the meaning of the 2003 Rules on an application of the Landlord or the Landlord's predecessors in title becomes in any way directly or indirectly available to be inspected by any person pursuant to section 66 of the 2002 Act;

(B) to each of the Landlord and the Tenant a deed containing covenants by the assignor with the Landlord as contemplated by this clause 3.11

(vii) in the case of an underletting of part only of the Property, the pre-conditions in clause 3.11(d)(vii)(A) must also be fulfilled.

(A) The additional pre-conditions relating to underletting of part only of the Property are:

(a) the underlease may only comprise one or more contiguous floors of the Property;

(b) no more than 2 underleases of part may subsist at any time during the Term;

(c) the underlease must:

(viii) grant and reserve appropriate rights for the separate occupation and use of the underlet property and the remainder of the Property;

(ix) enable the Tenant (as landlord) to recover from the undertenant fair proportions of the insurance rent, and of the costs of upkeep of the Property;

(x) preclude further underletting of all or part of the underlet property; and

(xi) exclude sections 24 to 28 (inclusive) of the 1954 Act from the underlease before the undertenant takes the underlease, or becomes contractually bound to take it, and the Tenant must produce adequate evidence of exclusion to the Landlord; and

(e) the Tenant shall, complying with clause 3.11(d)(vii)(A), do the requisite works to provide separate self-contained underlet parts of the Property.

(f) Sharing occupation with Group Companies and concessionaires:

(i) The Tenant may allow a Group Company or concessionaire to occupy the Property, but:

(A) (in the case of a Group Company) only for so long as it remains a Group Company; and

(B) the occupation must not create a relationship of landlord and tenant; and

(C) the Property shall have the appearance of a single unit occupied by the Tenant; and

(D) (in the case of a concessionaire) no more than 30 per cent of the NIA is occupied by the concessionaire; and

(E) the Tenant must notify the Landlord when any such sharing begins and ends with the identity of the Group Company and/or

concessionaire and provide such reasonable information as the Landlord request in writing.

3.13 **Administration of Dealings**

(a) Within one month after any assignment underletting or charge or any transmission or other devolution of an interest in the Property to leave with the Landlord's solicitors two certified copies of such transaction or (if the Landlord shall so accept in the alternative) a memorandum giving full details of the terms of such transaction and to provide satisfactory evidence that an application has been made to register the assignment charge underlease transmission or devolution in question in accordance with the 2002 Act and to pay to the Landlord's solicitors a fee of seventy five pounds (£75) or such larger sum as the Landlord's solicitors shall reasonably require and any registration fee payable to any superior landlord.

(b) Within seven days of completion of the registration of such assignment charge underlease or other transmission or devolution pursuant to the 2002 Act to provide satisfactory evidence thereof to the Landlord including official copies showing the registration thereof.

(c) If any disposition of this lease or any interest derived thereunder is registered pursuant to the 2002 Act the Tenant shall procure that no information that has prior to such application been prejudicial information within the meaning of the 2003 Rules on an application of the Landlord or the Landlord's predecessors in title becomes in any way directly or indirectly available to be inspected by any person pursuant to section 66 of the 2002 Act.

(d) At the request of the Landlord from time to time to supply full details of any occupiers of the Property and of the terms of any such occupations including any rents or payments in the nature of rent currently payable by any such occupiers and any provisions for the review of such rent.

3.14 **Entry in connection with development**

Subject to compliance with the Entry Safeguards to permit the Landlord after prior written notice to enter the Property in connection with any development in accordance with clause 5.4 (Development of neighbouring premises).

3.15 **Inspection**

Subject to compliance with the Entry Safeguards to permit the Landlord to inspect the Property with or without others for any purpose upon not less than 48 hours' previous notice (except in case of emergency when no such notice shall be required).

3.16 **Entry for repairs etc.**

Subject to compliance with the Entry Safeguards to permit the Landlord after not less than four weeks' written notice given by the Landlord to the Tenant (or at any time in an emergency) to enter upon the Property (in the event it is the most practical way of carrying out the works referred to in the following sub-clauses hereof) without obligation to pay compensation to the Tenant but subject to the person exercising such right acting in a reasonable manner and as soon as reasonably practicable making good any damage caused to the Property:

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(a) in connection with the maintenance repair rebuilding or alteration of or the connecting up of the Conduits to the remainder of the Property and/or the Landlord's Development or any neighbouring premises or anything serving or running through the Property or any neighbouring premises or the Landlord's Development;

(b) to comply with any requirements of any competent authority; and

(c) to remedy any breach of covenant for which the Tenant is liable (without prejudice to the Tenant's liability for such breach).

3.17 **On re-letting**

Save where the Tenant has served statutory notices to negotiate a renewal of this Lease to allow the Landlord to enter on the Property at any time when the Landlord reasonably foresees the prospect of re-letting the Property to fix upon the Property a notice board for the re-letting which shall not be removed or obscured provided that in the event of the right being exercised the notice board shall not materially obstruct or obscure any display window or the Tenant's fascia or name sign and in the exercise of the right the Landlord shall ensure that the trade or business of the Tenant shall be interfered with as little as reasonably practicable.

3.18 **Compliance with statutes etc**

(a) To comply in all respects with the provisions of all statutes for the time being in force (including, without prejudice to the generality of the forgoing, the Modern Slavery Act 2015) and any requirements of any competent authority relating to the property or any part of the Property irrespective of the person on whom such statutory requirement is imposed.

(b) Not to do or omit on or about the Property 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 levy penalty damages compensation costs charges or expenses and so far as the law allows to indemnify the Landlord against all liability in respect thereof and in particular (but without prejudice to the generality of the foregoing) against any liability under the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Regulatory Reforms (Fire Safety) Order 2005 and the Health and Safety at Work etc Act 1974 relating exclusively to the Property and against such fair proportion of any such liability relating both to the Property and other part or parts of the Landlord's Development as the Landlord's Surveyor shall determine.

(c) Without prejudice to the generality of clauses 3.18(a) and 3.18(b) above insofar as the Construction (Design and Management) Regulations 2015 (**CDM Regulations**) apply to any alterations additions fitting-out works repairs works of maintenance installations or other works of whatever nature or description carried out at the Property:

(i) the Tenant shall procure that the provisions of the CDM Regulations are complied with;

(ii) the Tenant shall ensure that a health and safety file is properly compiled maintained updated and amended in accordance with the CDM Regulations and that a copy thereof (including any amendments made thereto from time to time) is supplied to the Landlord at the cost of the Tenant; and

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(iii) the Tenant shall on the expiration of this lease (howsoever determined) deliver to the Landlord the full and complete health and safety file for the Property.

3.19 **Expenses and rent loss**

(a) To pay to the Landlord or (as the case may be) any superior landlord any mortgagee or their or the Landlord's respective professional advisers as a debt due all proper costs and expenses (which shall be reasonable and proper in the case of 3.19(a)(iv) and 3.19(a)(v)) incurred by them in connection with:

(i) any breach of covenant by the Tenant;

(ii) any notice requiring the Tenant to remedy a breach of any of the Tenant's covenants;

(iii) the preparation and service of a schedule of dilapidations during or within six months after the end of the Term;

(iv) any consent or approval applied for by the Tenant under this lease (save where consent is unlawfully or unreasonably withheld or delayed in the view of a court); and

(v) any request by the Tenant relating to the Property (including where appropriate the approval of drawings and specifications the inspection of works and the issue of any certificate in respect thereof).

3.20 **Town planning**

(a) Not to apply for planning permission for the Property without the Landlord's prior written approval which approval shall not be unreasonably withheld or delayed.

(b) If the Landlord attaches conditions to any approval referred to in clause 3.20(a) not to apply for any relevant planning permission except in accordance with those conditions.

(c) If the Tenant has not obtained the decision of the relevant planning authority within one year of the Landlord's approval under clause 3.20(a) the Landlord may by written notice revoke such approval and the Tenant shall immediately withdraw the relevant application.

(d) At all times during the Term to comply with the provisions and requirements of the Planning Acts and of any planning permissions (and the conditions thereof) relating to or affecting the Property including without prejudice to the generality of the foregoing to comply with any obligations relating to the preparation submission implementation monitoring of and/or compliance with any travel plan required by the local planning authority insofar as it relates to or affects the Property or occupation thereof.

(e) Subject to clause 3.20(a) as often as necessary at the Tenant's expense to obtain and if appropriate renew all necessary planning permissions and serve all necessary notices required for the carrying out by the Tenant of any operations or the commencement or continuance by the Tenant of any use on the Property constituting development.

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(f) To pay and satisfy any charge imposed under the Planning Acts for any development by the Tenant at the Property.

(g) Not to implement any planning permission before it has been produced to and acknowledged by the Landlord as satisfactory (save where such planning permission has been granted in the form previously approved by the Landlord) the Landlord reserving the right to refuse to express such satisfaction if the period of such permission or anything contained in or omitted from it in the Landlord's or the Landlord's Surveyor's reasonable opinion would prejudice the Landlord's interest in the Property or the Landlord's Development either during or after the Term.

(h) Unless the Landlord otherwise directs in writing to carry out and complete before the expiration or earlier determination of the Term:

(i) any work required to be carried out to the Property as a condition of any planning permission granted during the Term and implemented by the Tenant whether or not the date by which the planning permission requires such works to be carried out is within the Term; and

(ii) any development begun by the Tenant on the Property in respect of which the Landlord shall or may be or become liable for any charge or levy.

(i) To indemnify the Landlord (so far as it may be lawful for the Tenant so to do) against any liability for tax or other imposition which may be imposed upon the Property or the Landlord arising directly or indirectly out of any act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person.

(j) If called on to produce to the Landlord and the Landlord's Surveyor all plans documents and other evidence reasonably required by the Landlord to satisfy itself that the covenants contained in this clause 3.20 have been complied with.

(k) Subject always to compliance with clause 3.25 (Notices etc. received) as soon as practicable to notify the Landlord of any order direction proposal or notice under the Planning Acts served on or received by the Tenant or coming to the Tenant's notice which affects the Property and to produce to the Landlord if required any such order direction proposal or notice in the Tenant's possession and not to take any action in respect of such order direction proposal or notice without the Landlord's approval.

(l) If the Tenant shall by reference to the Tenant's interest in the Property receive any compensation because of any restriction upon the use of the Property under or by virtue of the Planning Acts then when such interest shall determine (for whatever reason) the Tenant shall immediately make such provision as is just and equitable for the Landlord to receive a due benefit from such compensation.

3.21 **Taxes on development**

Notwithstanding anything in this lease to the contrary not to do to or at the Property anything which imposes on the Landlord any liability to pay tax under any statute imposing a levy upon profits derived from the disposal or development of land or any similar tax and so far as the law allows to indemnify the Landlord against all liability for any such tax and any loss or damage arising from any development by or for the Tenant or any person claiming through or under the Tenant at the Property during the Term provided that the foregoing shall have no application to the use of the Property for the purposes permitted hereunder.

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3.22 **VAT**

To pay VAT on all taxable supplies received by the Tenant under or in connection with this lease and to indemnify the Landlord in respect of any VAT on any rents costs expenses registration fees or other monies payable by the Tenant under this lease and the Landlord shall provide the Tenant with a valid and properly addressed VAT invoice as soon as reasonably possible.

3.23 **Easements and encroachments**

Not to obstruct any window light or way belonging to the Property or the Landlord's Development nor acknowledge that any light is enjoyed by consent of any other person and to give immediate notice to the Landlord if any easement right or encroachment affecting the Property or the Landlord's Development shall be made or attempted and at the Landlord's request and the Tenant's cost to adopt such means as may be reasonably required to prevent or licence such easement right or encroachment.

3.24 **Interest**

If and whenever the Tenant shall fail to pay the Rent or any other monies due under this lease on the due date (whether formally demanded or not in the case of the rent) the Tenant shall pay to the Landlord Interest on such Rent or other monies (as the case may be) calculated from the due date until the date of payment.

3.25 **Notices etc. received**

(a) Immediately on receipt from any public authority of any notice order communication or proposal of any nature affecting the Property to send a copy of the relevant document to the Landlord and at the Landlord's request but at the Tenant's cost to make or join the Landlord in making such objections or representations against or in respect of any such notice order communication or proposal as the Landlord deems expedient.

(b) At all times to display and maintain on the Property all notices relating to the management of the Landlord's Development which the Landlord may from time to time require to be displayed but which shall not be required in such a position as to interfere with the Tenant's business.

3.26 **Indemnity**

To keep the Landlord indemnified from and against all expenses losses and claims arising from any breach of covenant on the part of the Tenant contained in this lease or from the use of the Property or out of any works carried out during the Term to the Property or out of anything now or during the Term attached to or projecting from the Property by the Tenant or arising from any act neglect omission or default by the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person or any person on the Property or the Landlord's Development with the actual or implied authority of any of them.

3.27 **Covenants relating to reversion**

To perform and observe the Registered Entries so far as they relate to the Property and to keep the Landlord indemnified against all claims costs and expenses in any way relating thereto.

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3.28 **Fire-fighting**

(a) To keep the Property supplied and equipped with all fire-fighting and extinguishing appliances from time to time:

(i) required by law or the fire officer; and

(ii) required by the insurers of the Property or reasonably recommended by them,

such appliances being kept open to inspection and properly maintained and not to obstruct the access to or means of working of such appliances or the means of escape from the Property in case of fire or other emergency.

(b) Without prejudice to the provisions of clause 3.28(a) to observe and comply and procure the observance of and compliance with all requirements of the fire authorities and any conditions of any fire certificate (which the Tenant shall take expeditiously all requisite steps to obtain if necessary) for or relating to the Property.

3.29 **Security**

To ensure that at all times the Landlord has written notice of the name and address and telephone number of at least one keyholder of the Property.

3.30 **Management regulations**

To comply with all reasonable regulations and directions which the Landlord and/or the Landlord's Surveyor may from time to time impose relating to the use and management of the Property and/or the Landlord's Development.

3.31 **2002 Act**

(a) To comply with section 6(1) of the 2002 Act in respect of the grant of this lease or a subsequent assignment thereof and to indemnify and keep indemnified the Landlord from and against all actions proceedings costs claims losses and liabilities arising as a result of any failure to do so.

(b) If this lease or any easement or any other matters therein are registered or noted in any registers pursuant to the 2002 Act then on the expiration or sooner determination of the Term to deliver to the Landlord the original of this lease and any other documentation in the Tenant's possession or control necessary to procure the closure of the registered title thereto and the cancellation of any such noting thereof and to indemnify the Landlord in respect of any statutory fees that may be payable in respect of such closure or cancellation.

3.32 **Release of Landlord**

The Tenant will not unreasonably withhold or delay consent to a request made by the Landlord in accordance with section 8 of the 1995 Act for a release from the covenants on the part of the Landlord contained in this lease to the extent (if any) that such covenants continue to bind the Landlord after assigning the reversion.

3.33 **Sustainability and EPC**

Not to do or omit to do anything which adversely affects:

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(a) the EPC rating for the Property; or

(b) the energy efficiency environmental performance or sustainability characteristics of the Property.

4 Landlord's Covenants

The Landlord hereby covenants with the Tenant while it owns the reversion immediately expectant on the Term as follows:

4.1 Quiet enjoyment

That the Tenant shall have quiet enjoyment of the Property against the Landlord and all persons claiming title through under or in trust for the Landlord.

4.2 Insurance

To keep the Property insured against loss or damage by the Insured Risks (so long as the same are insurable on normal terms on the United Kingdom insurance market) in such sum as the Landlord or the Landlord's Surveyor shall consider to be the full reinstatement cost (taking inflation of building costs into account and including cover for demolition site clearance hoarding propping and incidental expenses architects' quantity surveyors' consulting engineers' legal and surveyors' fees (and VAT thereon)) and subject to obtaining all necessary planning consents and all other necessary licences approvals and consents to cause all insurance monies received (other than for loss of Rent and Service Charge) to be applied in making good the damage for which the money has been received or (as the case may be) in rebuilding the Property (but not in any case so as to provide accommodation identical in layout if it would not be reasonably practicable so to do but any variation shall be subject to the approval of the Tenant such approval not to be unreasonably withheld or delayed) the Landlord making up any deficiency out of its own monies save that the Landlord shall not be obliged to lay out or procure the laying out of the proceeds of such insurance if:

(a) such rebuilding repairing or reinstating of the whole or any part of the Property is rendered impossible by external causes beyond the control of the Landlord and in that event it is hereby agreed and declared that the whole of such proceeds shall then belong to the Landlord; or

(b) payment of any insurance monies or any part thereof shall be properly refused by reason of any act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or of any such person or if the Tenant shall have failed to pay the insurance expense in accordance with clause 3.3 (Insurance).

4.3 Obligation to carry out services

To use reasonable endeavours to supply the services (and so far as practicable in accordance with the Landlord's then current policy relating to responsible property investment) which are the subject of the Service Charge but the Landlord may suspend for such reasonable period as may be necessary for repair replacement maintenance modernisation or any other reasonable purpose the provision of any service and provided further that:

(a) the Landlord shall be under no liability in respect of any failure in the performance or observance of the aforesaid obligation unless it is attributable to the wilful default of

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the Landlord provided always the Landlord shall use reasonable endeavours to reinstate any suspended service as soon as reasonably practicable; and

(b) the Landlord may withdraw or vary any service if the Landlord reasonably considers such action to be appropriate in the interests of the Landlord's Development applying the principles of good estate management.

5 Provisos

Provided always and it is hereby agreed by and between the parties hereto as follows:

5.1 **Proviso for re-entry**

(a) At any time after any of the following events shall happen the Landlord may re-enter upon all or any part of the Property if:

(i) the whole or any part of the Rent or any other payment reserved as rent shall be unpaid for 21 days after becoming payable whether formally demanded or not; or

(ii) there shall be any breach of any of the Tenant's covenants; or

(iii) there occurs in relation to the Tenant or any Guarantor (or where the Tenant or any Guarantor comprises more than one person there occurs in relation to any of such persons) a Terminating Event.

(b) If the Landlord shall re-enter in accordance with clause 5.1(a) then this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant or any Guarantor.

(c) For the purposes hereof **Terminating Event** means any of the following:

(i) in relation to an individual:

(A) the individual failing to pay a debt or debts which is or are in the aggregate equal to or in excess of the bankruptcy level from time to time and a statutory demand in respect thereof having been neither complied with nor set aside;

(B) the presentation of a bankruptcy petition in respect of the individual;

(C) the appointment of an interim receiver in respect of the individual's property or any of it; and

(D) the making of a bankruptcy order in respect of the individual;

(ii) in relation to a company:

(A) the passing of a resolution to wind up the company;

(B) the making of a winding-up order in relation to the company;

(C) any person becoming entitled to appoint an administrative receiver of the undertaking of the company or any part of it;

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(D) the appointment of such an administrative receiver;

(E) an application for the making of an administration order in respect of the company;

(F) the appointment of an administrator in respect of the company; and

(G) the directors of the company proposing a voluntary arrangement;

(iii) in relation to any person (whether an individual or a company):

(A) the person entering into any agreement or making any arrangement with creditors for liquidation of the person's debts by composition or otherwise;

(B) the appointment of a receiver in respect of any of the person's assets;

(C) any steps being taken to enforce any security over the person's property or to repossess goods in the person's possession under any hire purchase agreement; and

(D) any taking control of goods or execution being levied on any of the person's assets; and

(iv) in relation to a corporation with unlimited liability an application to limit its liability.

5.2 **Exclusion of representations and warranties**

(a) The Tenant acknowledges that this lease has not been entered in reliance wholly or partly upon any statement or representation made by or on behalf of the Landlord save in so far as any such statement or representation is expressly set out in this lease or has been made in writing by the Landlord's solicitors to the Tenant's solicitors before the date of entry into this lease.

(b) Nothing in this lease or in any consent or approval granted by the Landlord under this lease shall imply or warrant that the Property may under the Planning Acts be used for the purpose authorised by this lease.

5.3 **Service of notices**

(a) This deed incorporates the regulations respecting notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962.

(b) Whilst the Tenant is Pure Gym Limited (company no. 06690189) any notices served on the Tenant must in addition be sent by copy to the following email addresses (or such other email addresses as may be notified from time to time to the Landlord): [redacted], [redacted] and [redacted].

5.4 **Development of neighbouring premises**

Subject to compliance with the Development Restrictions the Landlord shall notwithstanding the demise and rights hereby made and granted (but subject always to the provisions of this clause 5) be entitled at its absolute discretion to carry out or permit any development of the

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remainder of the Property the Landlord's Development any neighbouring premises or any part thereof and/or to build on or into any boundary wall of the Property and/or to re-route any services in or access to the Property or the Landlord's Development without payment of compensation to the Tenant for any damage interference nuisance or otherwise subject to the Landlord making good any physical damage caused to the Property and subject to the development not materially and adversely interfering with the Tenant's ability to trade from the Property.

5.5 **No rights over adjoining or neighbouring property**

The Tenant shall not be entitled to any right of light or air which will interfere with the free use of any land or buildings adjoining or neighbouring the Property (whether or not owned by the Landlord) for building or other purposes.

5.6 **Cesser of rent**

(a) If the Proper the access thereto or any part thereof shall be destroyed or so damaged by any of the Insured Risks so as to make the Property unfit for occupation or use or inaccessible then save to the extent that the policy or policies of insurance of the Property shall have been vitiated or the insurance monies or any part thereof shall be irrecoverable in consequence of any act omission neglect or default of the Tenant or any person deriving title under the Tenant or any of the employees agents or invitees of the Tenant or any such person the Rent or a fair proportion thereof according to the nature and extent of the damage sustained (the amount of such proportion to be conclusively determined by the Landlord's Surveyor save that such determination shall not be binding in the case of manifest error) shall be suspended and cease to be payable until the Property or the damaged or destroyed portion of the Property shall have been reinstated and made fit for occupation and use and made accessible or until the expiration of the period for which loss of Rent has been insured against whichever is the shorter and the Landlord shall reimburse the Tenant with any sums paid in advance by the Tenant which relate to the period following the date of such damage or destruction within ten working days.

(b) If at the expiration of the period of three years from the date of such destruction or damage the Property shall still be unfit for occupation or use or are inaccessible either the Tenant or the Landlord shall be entitled by not less than three months' notice in writing addressed to the other to determine this demise unless the Property shall have been rendered fit again for occupation and use and accessible before the expiry of any such notice and such determination shall be without prejudice to the rights and liabilities of the parties in respect of any antecedent breach of any of the provisions contained in this lease and all insurance monies shall belong to the Landlord.

(c) All monies received in respect of loss of Rent and Service Charge by virtue of any policy of insurance effected by the Landlord shall be paid to the Landlord for its own use and benefit.

(d) If there is Uninsured Damage:

(i) clause 5.6(a) (Cesser of rent) shall apply as if there had been damage by an Insured Risk; and

(ii) the Landlord may by service of notice in writing (an **Election Notice**) on the Tenant following the date on which the Uninsured Damage occurs elect to rebuild or reinstate the Premises.

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(e) If the Landlord serves an Election Notice:

(i) the Landlord shall reinstate the Premises with all reasonable expedition; and

(ii) the reinstatement and termination provisions contained in clause 5.6(a) and (b) shall apply as if there had been damage by an Insured Risk.

(f) If the Landlord has not served an Election Notice within 12 months following the date on which Uninsured Damage occurs (time being of the essence) either the Landlord or the Tenant may at any time thereafter (unless in the meantime the Landlord serves an Election Notice) forthwith determine this Lease (but without prejudice to any claim by either party in respect of any antecedent breach of covenant).

5.7 **Damage from services**

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by stoppage or defect of any plant or machinery in or service to the Property or the Landlord's Development or any neighbouring premises.

5.8 **Settlement of disputes**

That in case any dispute or controversy shall arise between the Tenant and any other tenant of the Landlord relating to any party or other wall Conduits or to any other right easement or privilege whatsoever affecting or relating to the Property or any other part of the Landlord's Development the same may (if the Landlord so elects) be settled or determined by the Landlord in such manner as it by writing shall direct to which the Tenant shall submit.

5.9 **Landlord's liability**

(a) In any case where the facts are or should reasonably be known to the Tenant the Landlord shall not be liable to the Tenant in respect of any failure of the Landlord to perform any of its obligations to the Tenant under this lease whether express or implied unless and until the Tenant has notified the Landlord of the facts giving rise to the failure and the Landlord has failed within a reasonable time to remedy the same.

(b) Nothing in this lease shall render the Landlord liable (by implication of law or otherwise) for the doing of anything which the Landlord has not expressly covenanted to carry out provide or do.

5.10 **Easements**

The operation of section 62 of the Law of Property Act 1925 shall be excluded from this lease and the only rights granted to the Tenant are those expressly set out in this lease and the Tenant shall not by virtue of this lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled by any means whatsoever to any easement from or over or affecting any other land or premises now or at any time after the date of this lease belonging to the Landlord and not comprised in this lease.

5.11 **Rent demands**

(a) The demand for or the acceptance of Rent or any other monies due under this lease by the Landlord or its agents shall not waive:

PGH1-1172

(i) any breach of the Tenant's covenants or the conditions contained in this lease (which breach shall for all purposes of this lease constitute a continuing breach); or

(ii) any liability attached to the non-performance of such covenants and conditions.

(b) If the Landlord shall refrain from demanding or accepting Rent or any other monies due under this lease then Interest shall be payable by the Tenant upon such Rent or monies for the period during which the Landlord shall so refrain if the reason for the Landlord so refraining is that there is reasonable ground for believing that:

(i) the Tenant is in breach of any of the provisions of this lease; or

(ii) the Tenant might acquire against the Landlord a right or entitlement (including without limitation to the foregoing a right or entitlement to a new tenancy).

5.12 **Performance impossible**

Nothing in this lease shall render the Landlord or the Tenant liable in respect of any breach by them of the covenants conditions or provisions of this lease if their performance and observance becomes impossible or illegal under the Planning Acts or any other enactment but the Term and the rents payable shall not determine or be suspended by reason of any change modification or restriction of the use of the Property or of any obligations or requirements made or imposed after the date of this lease under or by virtue of any enactment.

5.13 **Covenants**

(a) Nothing contained or implied in this lease gives the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition relating to property other than the Property.

(b) Each covenant in this lease by the Tenant remains in full force at law and in equity notwithstanding any waiver or release temporarily or permanently revocably or irrevocably of any other covenant in this lease or of any covenant affecting other property.

6 Tenant's effects

The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any effects left by the Tenant on the Property for more than seven days after the end of the Term subject to any conditions which the Landlord thinks fit and without the Landlord being liable to the Tenant save to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

7 Guarantee

7.1 The parties agree and declare as follows:

(a) where a Guarantor is a party to this lease the Guarantor covenants with the Landlord as set out in clause 7.2;

(b) the Guarantor's covenants shall remain in effect after any disclaimer of this lease;

PGH1-1173

(c) where a guarantor for an Assignee is required such guarantor shall covenant with the Landlord as Guarantor in the terms set out in clause 7.2 but so that the guarantee will take effect only from the date of the relevant assignment and extend only to the obligations of the Assignee; and

(d) [where a guarantor for an underlessee is required such guarantor shall covenant with the Landlord as Guarantor in the terms set out in clause 7.2 but so that the guarantee will extend only to the obligations of the underlessee under the underlease and the provisions relating to disclaimer of this lease will not apply].

7.2 The Guarantor covenants with the Landlord as sole or principal debtor (for the benefit of the Landlord and of the person in whom from time to time the reversion immediately expectant upon the determination of the Term is vested without the need for any express assignment) that:

(a) during the Term the Tenant shall punctually pay the Rent and all other payments reserved as rent and observe and perform the covenants and other provisions of this lease and in case of default the Guarantor will pay the Rent and/or such other payments and observe and perform the covenants and provisions in respect of which the Tenant is in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses thereby arising or incurred by the Landlord;

(b) the liability of the Guarantor under this clause 7.2 shall not be affected in any way by:

(i) any neglect or forbearance of the Landlord in enforcing payments reserved as rent under this lease or observance or performance of the covenants and provisions of this lease;

(ii) any time or indulgence given to the Tenant by the Landlord;

(iii) any refusal by the Landlord to accept rent from the Tenant following a breach of covenant by the Tenant;

(iv) any agreement with the Tenant any licence or consent granted to the Tenant or any variation in the terms of this lease;

(v) the death of the Tenant (if an individual) or the dissolution of the Tenant or the Tenant otherwise ceasing to exist;

(vi) a surrender of part of the Property except that the Guarantor will have no liability in relation to the surrendered part in respect of any period following the date of surrender; and

(vii) any other act matter or thing or the release of any person apart from the express release in writing of the Guarantor;

(c) if during the Term the Tenant (being a company) is dissolved or the liquidator of the Tenant or (if the Tenant is an individual) the trustee in bankruptcy disclaims this lease the Guarantor shall upon written notice from the Landlord given within 12 months after the date of dissolution or disclaimer accept a new lease of the Property:

PGH1-1174

(i) for a term commencing on the date of dissolution or disclaimer and continuing for the residue then remaining unexpired of the Term at the yearly rent then payable under this lease;

(ii) subject to and with the benefit of this lease if still subsisting; and

(iii) subject to the same covenants and provisions as in this lease (without however requiring any other person to act as guarantor),

such new lease to take effect from the date of dissolution or disclaimer and to be granted at the cost of the Guarantor who shall execute and deliver to the Landlord a counterpart of it;

(d) if this lease is disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease pursuant to clause 7.2(c) the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Property and (if higher) the Rent Service Charge and other rents which would have been payable had this lease not been disclaimed for the period commencing with the date of disclaimer and ending upon the earliest of the following dates:

(i) the date 12 months after the date of disclaimer;

(ii) the date upon which the Property is relet; or

(iii) the end of the Term; and

(e) if so required by the Landlord the Guarantor will enter into and duly execute any authorised guarantee agreement entered into by the Tenant pursuant to the provisions of this lease and shall covenant therein with the Landlord that the Tenant will perform and observe the obligations of the Tenant therein contained and that if at any time the Tenant fails to do so the Guarantor will do so and will indemnify the Landlord against all losses damages costs and expenses incurred by the Landlord as a result of the Tenant's failure provided that any neglect forbearance or delay of the Landlord in taking steps to enforce performance or observance of the covenants and liabilities on the part of the Tenant under such authorised guarantee agreement or on the part of the lessee for the time being of the lease and any time which may be given by the Landlord to the Tenant or to such lessee shall not release or in any way lessen or affect the liability of the Guarantor hereunder.

8 Tenant's option to determine

8.1 The Tenant may terminate this Lease by serving a Break Notice on the Landlord at least six months before the Break Date.

8.2 A Break Notice served by the Tenant shall be of no effect if, on the Break Date:

(a) the Tenant has not paid any part of the Rent or (where such sums have been demanded in writing not less than 14 days prior to the Break Date), estimated Service Charge or insurance rent or any Value Added Tax in respect of such sums, which was due to have been paid up to and including Break Date; or

(b) the Tenant has not given up occupation of the whole of the Property free from its own occupation and free of third party occupation and interests.

PGH1-1175

8.3 Subject to clause 8.2 following service of a Break Notice this Lease shall terminate on the Break Date.

8.4 If this Lease determines on the Break Date the Landlord shall refund to the Tenant any sums paid in advance which relate to the period following the Break Date.

8.5 The Landlord may at its discretion waive compliance with the conditions set out in clause 8.2 in writing to the Tenant, but waiver does not relieve the Tenant from liability for failure to comply with them.

8.6 Time shall be of the essence in respect of all time periods and limits in this clause.

8.7 Termination of this Lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

9 Governing Law and Jurisdiction

9.1 This lease shall be governed by and construed in accordance with English law.

9.2 Each party submits to the exclusive jurisdiction of the English courts in respect of all matters arising out of this lease but the parties to this lease shall have the right to bring proceedings in the courts of any other jurisdiction for the purpose of enforcing a judgment.

10 Contracts (Rights of Third Parties) Act 1999

10.1 Unless the right of enforcement is expressly provided for in this lease a person who is not a party to this lease may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms.

10.2 Except to the extent that there is express provision in this lease to the contrary the parties may by agreement rescind or vary this lease without the consent of any such person.

11 Sustainability

The Landlord and the Tenant shall each co-operate with the other:

11.1 by the Tenant providing whatever information the Landlord reasonably requires relating to the energy and water consumption and waste management statistics for the Property and for the Landlord providing whatever information the Tenant reasonably requires relating to such statistics for the common parts; and

11.2 in a reasonable manner in respect of any energy saving or carbon reduction initiative that the Landlord may reasonably choose to implement in relation to the Landlord's Development or that the Tenant may choose to implement (but not so as to breach any of the Tenant's covenants) in relation to its use of the Property.

12 Carparking

At all times during the term to keep the Tenant's Overflow Car Park open 365 days per year from 5:00am to 11:30pm and to permit the Tenant and its customers to use the same.

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In witness whereof this lease has been duly executed and delivered as a deed by each of the parties on the day and the year first above written.

Schedule 1

Part 1 - Property

All those premises known as Unit 3 Crystal Peaks Retail Park Sheffield S20 7JJ comprising of a standalone unit and two car parks and forming part of the Landlord's Development as the same are more particularly delineated edged red on Plan 1

PGH1-1178

Part 2 - Rights Granted

The Landlord grants to the Tenant its customers agents licensees and others authorised by the Tenant (in common with the Landlord and all others entitled from time to time and insofar only as the Landlord is entitled to grant and as appropriate) rights of way:

1.2 over the Development Roadways so far only as may be necessary for the purpose of obtaining access on foot or with vehicles to and from the Property;

1.3 over the Development Pathways and Pedestrian Areas on foot only for the purpose of obtaining access to and from the Property; and

1.4 during the Stipulated Periods only over the pedestrian accessways forming part of the Landlord's Development from time to time available for use by the tenants of Lettable Units within the Landlord's Development and/or the general public without in each such case causing obstruction to others entitled to use the same and subject to the right of the Landlord on giving reasonable written notice to the Tenant to close (whether permanently or temporarily) any of the Development Roadways and/or the Development Pathways and Pedestrian Areas and/or the pedestrian accessways forming part of the Property for the purpose of carrying out works thereto or to any part of the Landlord's Development or for any other reasonable purpose;

2 subject to the provisions of clause 3.10(o) to use the Service Area during the Stipulated Periods only in accordance with the provisions contained in this lease;

3 to the passage of water soil gas and electricity telex and telephone and other services to and from the Property through such of the Conduits as are now or may within the Term be in upon or under any other part of the Landlord's Development all such rights to be only so far as necessary for the enjoyment of the Property;

4 of support and protection from the adjoining premises within the Landlord's Development as may be enjoyed at the date hereof by the Property; and

5 in the case of emergency only to use or pass along such means of escape across fire escapes (if any) provided over adjoining premises.

6 The Tenant may install and thereafter maintain, renew and replace with all necessary and associated rights of access reasonable air conditioning plant on the Property and the exterior thereof together with associated connecting ducting thereto and into the Property with the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed).

7 The Tenant may operate in the Property any wireless network base station, gateway or analogous wireless device that is at all times protected by encryption in accordance with the then current best practice and protection of wireless devices in commercial premises with the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) and further provided that the Tenant complies with any reasonable requirements that the Landlord may have in relation to spectrum management.

8 The Tenant (and its customers) may park motor vehicles in the Car Park Area designated from time to time by the Landlord for communal use so far as spaces are available.

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Part 3 - Exceptions and Reservations

There are excepted and reserved from the demise in favour of the Landlord and all others now entitled or who may during the Term become entitled rights:

1 to the free passage of water soil gas and electricity telex and telephone and other services from and to any premises within the Landlord's Development through the Conduits which are now in or upon or under the Property or which may be subsequently installed or constructed during the Term;

9 to light air support and protection such as are capable of being enjoyed by the remainder of the Landlord's Development and any adjoining or neighbouring premises of the Landlord and/or any superior landlord;

10 of light now subsisting or which might (but for this exception) be acquired over any nearby land or premises (in whatever ownership);

11 subject to compliance with the Entry Safeguards for the Landlord and those authorised by it to enter the Property for the purposes and in the manner mentioned in this lease including without prejudice to the generality of the foregoing the right for the Landlord and those authorised by it to enter the Property for the purpose of exercising any right granted to the Landlord in this lease;

12 to erect scaffolding and/or an automatic lift platform for the purpose of repairing maintaining cleaning improving altering or building upon the Landlord's Development and/or to carry out any other development or works notwithstanding that such scaffolding or works may (but not in any way so as to materially and adversely affect the Tenant's ability to trade) interfere with the access to or enjoyment and use of the Premises provided always the following shall apply in respect of any scaffolding:-

1) provided always that the following shall apply in respect of any scaffolding:

a) the Landlord shall give the Tenant not less than 7 days prior written notice of its intention to erect scaffolding;

b) such scaffolding shall be erected only where there is no reasonably viable alternative;

c) the Landlord shall attach signage to the scaffolding confirming that the Tenant's business remains open for trade;

d) scaffolding shall be erected for as short of time as is reasonably practicable;

e) upon its removal the Landlord shall make good to the Tenant's reasonable satisfaction any damage caused to the Demised Premises as a result of the erection of, use of or removal of the scaffolding; and

f) no scaffolding to be erected in first 12 months of trading (save in case of emergency).

13 Subject to compliance with the Development Restrictions to carry out development in accordance with clause 5.4 (Development of neighbouring premises);

14 to let any adjoining or neighbouring property for any purpose;

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15 at any time and from time to time to open or authorise the opening of windows in any adjoining or neighbouring premises overlooking the Property;

Part 4 - Subjections

The demise is made subject to:

1 all easements and similar rights and privileges to which the Property is or may be subject;

16 all exceptions and reservations of mines and minerals affecting the Property;

17 the rights of Yorkshire Electricity Group Plc and/or Yorkshire Electricity Distribution Plc in respect of the electricity lines and cables crossing the Landlord's Development;

18 the provisions contained in a Deed of Grant of Easement dated 31 March 1967 and made between (1) The Rural District Council of Chesterfield and (2) the East Midlands Gas Board in so far as they relate to and affect the Premises; and

19 the Registered Entries so far as they relate to and affect the Property.

Schedule 2

Rent Review

1 Definitions

The terms defined in this paragraph 1 shall for all purposes of this Schedule 2 have the meanings specified:

Base RPI Month means (BASE MONTH AND YEAR FOR RPI CALCULATION]. May 2023

Base Rent means [rent of £[AMOUNT] per annum]. £160,000 per annum plus VAT

Indexed Rent means the rent determined in accordance with paragraph (b).

Maximum Rent means

(a) in respect of the first Review Date $(103/100)^5$ of the Annual Rent payable immediately before a Review Date; and

(b) in respect of the second Review Date $(103/100)^{10}$ of the Annual Rent payable immediately before a Review Date

Minimum Rent means

(a) in respect of the first Review Date $(101/100)^5$ of the Annual Rent payable immediately before a Review Date; and

(b) in respect of the second Review Date $(101/100)^{10}$ of the Annual Rent payable immediately before a Review Date

Revised Rent means the rent ascertained in accordance with paragraph 2.2.

RPI means the Consumer Prices Index or any official index replacing it.

Shortfall Payment Date means the date which is 20 Working Days from and including the date that the Revised Rent is calculated by the Landlord and notified to the Tenant.

2 Review of the yearly rent

2.1 In this clause, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf (President), and the Surveyor is the independent valuer appointed pursuant to paragraph 2.11 (Surveyor).

2.2 The Rent shall be reviewed at the Review Date to equal the Revised Rent.

2.3 The Revised Rent at the Review Date shall be the Indexed Rent unless:

(a) the Indexed Rent is less than the Minimum Rent, in which case the Revised Rent shall be the Minimum Rent; or

(b) the Indexed Rent is greater than the Maximum Rent, in which case the Revised Rent shall be the Maximum Rent.

2.4 The Indexed Rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which

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that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

2.5 The Landlord shall calculate the Indexed Rents as soon as reasonably practicable and shall give the Tenant written notice of the Revised Rent as soon as it has been ascertained.

2.6 If the Revised Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall:

(c) continue to pay the Rent at the rate payable immediately before that Review Date; and

(d) on the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Review Date and the amount of Rent for that period that would have been payable had the Revised Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the rent payment dates on which parts of the shortfall the would have been payable if the Revised Rent had been calculated by the Landlord and notified to the Tenant on or before that Review Date and the Shortfall Payment Date.

2.7 Time shall not be of the essence for the purposes of this schedule.

2.8 Subject paragraph 2.9, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.

2.9 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Rent if either:

(e) the Landlord or the Tenant reasonably believes that any change referred to in clause 2.8 would fundamentally alter the calculation of the Indexed Rent in accordance with this clause 2, and has given notice to the other party of this belief; or

(f) it becomes impossible or impracticable to calculate the Indexed Rent in accordance with this paragraph 2.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Rent, the Surveyor shall determine an alternative mechanism.

2.10 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

(g) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this paragraph 2; or

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(h) where the Landlord and the Tenant fail to reach agreement under paragraph 2.9.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, their jurisdiction to determine the question, dispute or disagreement referred to them or their terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if they consider it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the CPI.

2.11 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

2.12 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to them shall be final and binding in the absence of manifest error or fraud

2.13 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

2.14 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

(i) dies;

(j) becomes unwilling or incapable of acting; or

(k) unreasonably delays in making any determination.

Paragraph 2.11 shall then apply in relation to the appointment of a replacement.

2.15 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally).

3 Memoranda of Reviewed Rent

When the amount of the Rent payable from and including the Relevant Review Date has been agreed or determined as aforesaid a memorandum as to that amount shall forthwith be signed on behalf of the Landlord and of the Tenant (each at their own cost) and exchanged between them.

PGH1-1185

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Schedule 3

Service Charge Payments

1 Payments

In order to ensure that the Landlord shall be fully and effectually indemnified in respect of all expenditure under Schedule 4 (Service Expenditure) the Tenant shall pay to the Landlord by way of additional rent the Service Charge (as hereinafter defined)

2 Definitions

In this Schedule 3:

Final Period means the period commencing on the first day of the last Service Charge Period hereunder and ending on the last day of the tenancy hereby created

Initial Period means the period commencing on the Service Charge Commencement Date and ending on the last day of the Service Charge Period in which such date falls

Service Charge means the sum from time to time payable by the Tenant calculated in the manner set out in paragraph 3 of this Schedule 3 and payable in the manner set out in paragraph 6 of this Schedule 3 provided always that the Service Charge for the Initial Period and the Final Period shall be that proportion of the Service Charge Percentage of the Service Expenditure for the relevant Service Charge Period as the number of days in the Initial Period or in the Final Period (as the case may be) bears to the number of days in the relevant Service Charge Period

Service Charge Period means each consecutive period of 12 months beginning on 1 January in every year or such other date as the Landlord may in its discretion from time to time determine

3 Proportion

The Service Charge shall in relation to any Service Charge Period consist of the Service Charge Percentage of the Service Expenditure provided always that in any case where the Landlord's Surveyor (acting reasonably) shall not consider it appropriate to apportion a particular item or items of expenditure between the tenants of the Landlord's Development the Tenant shall bear the whole of that particular expenditure or expense and the decision of the Landlord's Surveyor shall (save in the case of manifest error) be final and binding upon the Tenant.

4 Estimates

The Landlord's Surveyor shall as soon as practicable after the commencement of each Service Charge Period prepare an estimate of the Service Expenditure for that Service Charge Period.

5 Certification

As soon as practicable after the calculation of the Service Expenditure shall have been completed in respect of any Service Charge Period or part thereof a professionally qualified accountant appointed by the Landlord for the purpose shall certify the amount of the Service Expenditure for that Service Charge Period (but so that any delay in or absence of such certification shall not entitle the Tenant to withhold or delay payment of the Service Charge).

PGH1-1186

If the Tenant within one month after the issue of the certificate gives notice to the Landlord that it wishes to inspect the vouchers and receipts relating to the Service Charge it may do so by arrangement with the Landlord at a location the Landlord reasonably requires and the Landlord shall provide a written response to any enquire from the Tenant in respect of the Service Charge and services provided which the Tenant shall (if reasonable) be permitted to change accordingly.

6 Times of Payment

6.1 The Service Charge based upon the Landlord's Surveyor's estimate of the Service Expenditure in respect of each Service Charge Period shall be payable by equal quarterly instalments in advance on the usual quarter days or such other four quarterly dates as the Landlord may from time to time specify provided always that during the Initial Period the payments to be made on account by the Tenant shall be the Initial Service Charge Estimate and the first payment (apportioned in respect of the period commencing on the Service Charge Commencement Date) shall be paid on the date of this lease and each successive payment during the Initial Period shall be equal to one fourth of the annual rate of the Initial Service Charge Estimate.

6.2 A copy of the certificate completed under paragraph 5 of this Schedule 3 shall be sent to the Tenant and any overpayment by the Tenant based on the Landlord's Surveyor's estimate allowed to the Tenant by way of set-off against the Service Charge payable for the next succeeding Service Charge Period and any underpayment by the Tenant based on the Landlord's Surveyor's estimate shall be paid by the Tenant to the Landlord within seven days after such copy shall have been sent to the Tenant.

6.3 If the Tenant shall not have been given notice of the Landlord's Surveyor's estimate of the amount of the Service Charge for any Service Charge Period before the last usual quarter day (or other date substituted therefor as aforesaid) in the previous Service Charge Period the Tenant shall on that and any subsequent usual quarter day (or other date substituted therefor as aforesaid) before such notice is given pay an amount equal to the last quarterly payment of Service Charge in respect of the previous Service Charge Period and the requisite adjustment by way of addition of underpayment or deduction of overpayment shall be made to the first quarterly payment after such notice has been given.

7 Provision of Information

The Landlord shall at the request and expense of the Tenant provide the Tenant with a summary of the amounts comprising the Service Expenditure but so that any delay in providing or the non-provision of such summary shall not be grounds upon which the Tenant shall be entitled to withhold or delay payment of the Service Charge.

PGH1-1187

Schedule 4

Service Expenditure

Expenditure incurred by the Landlord of or incidental to providing all or any of the services and other matters mentioned in this Schedule 4:

1 Service Expenditure Relating to the Landlord's Development

1.1 Cleaning lighting inspecting testing repairing decorating maintaining altering landscaping and where necessary renewing and resurfacing and replacing:

(a) the Development Roadways the Development Pathways and Pedestrian Areas and the Car Parking Areas; and

(b) the retaining walls and fences and gates surrounding and within the Landlord's Development; and

(c) the Conduits serving the Landlord's Development (but excluding any such conduits that exclusively serve any individual Lettable Units within the Landlord's Development); and

(d) any other part or parts of the Landlord's Development or anything from time to time serving the Landlord's Development (whether or not within the curtilage of the Landlord's Development) other than:

(i) the Property; and

(ii) those parts of the Landlord's Development which fall within the liabilities of a tenant pursuant to a lease of a Lettable Unit or in the case of any Lettable Unit within the Landlord's Development which is for the time being vacant those liabilities which in the Landlord's reasonable opinion would fall within the liabilities of a tenant thereof if a lease thereof were then subsisting.

1.2 Inspecting testing maintaining repairing cleaning and renewing all roadways passages pavements Conduits party walls party structures and other conveniences easements and amenities whatsoever which may belong to or be used by or for the Landlord's Development whether or not in common with other premises.

1.3 Providing maintaining cleaning operating running insuring inspecting testing repairing renewing and replacing all electrical and mechanical plant and equipment and vehicles and street and amenity furniture waste bins and equipment and street sweeping and cleansing equipment and all services provided for the use of the tenants and occupiers of the Landlord's Development.

1.4 Paying all rates taxes assessments and outgoings in respect of the Landlord's Development or any Lettable Units.

1.5 The cost which the Landlord shall incur in relation to the insurance of public liability arising out of or in connection with any accident involving or relating to the Landlord's Development and any explosion collapse or breakdown of any of the Landlord's plant and equipment in the Landlord's Development .

PGH1-1188

1.6 Any fees payable to a competent authority or any other person for the provision of any services facilities and/or amenities of and for the Landlord's Development and pest control.

1.7 The provision maintenance and repair (including renewal or replacement where beyond economic repair) of refuse containers and refuse compactors shredders or other disposal machinery and equipment and the collection of such refuse.

1.8 The cost of complying with any statutory requirements in connection with the Landlord's Development including without prejudice to the generality of the foregoing any costs and expenses relating to or associated with the preparation submission implementation monitoring of and/or compliance with any travel plan relating to or affecting the Landlord's Development.

1.9 The insurance of the Car Parking Areas against such risks as the Landlord in its reasonable discretion determines from time to time.

1.10 The provision inspecting testing repair maintenance renewal and replacement of traffic directional signs traffic control equipment car park control equipment and vehicle management systems which may belong to or be used by or for the Landlord's Development whether or not in common with other premises.

1.11 The operation of the Car Parking Areas serving the Landlord's Development.

1.12 Employment of caretakers security personnel gardeners car parking attendants traffic wardens supervisors maintenance men and all necessary staff including engaging independent contractors for all purposes in connection with the Landlord's Development and the provision of services facilities and/or amenities and other matters referred to in this paragraph 1 and the provision of staff and management accommodation including but without limiting the generality thereof:

(a) the provision of luncheon vouchers or other meal subsidy;

(b) the payment of the statutory and such other insurance health pension welfare and other payments contributions and premiums that the Landlord may at its absolute discretion deem desirable; and

(c) the provision cleaning repair and renewal of all necessary uniforms and protective clothing

but in no event shall the Service Charge include any capital costs of providing residential accommodation.

1.13 The management of the Landlord's Development by the Landlord's Surveyor or other agents or its own staff and for computing and auditing the Service Charge and all costs incurred in promoting and advertising the Landlord's Development provided that the costs shall not include any costs incurred in disposing or letting of any Lettable Unit.

1.14 Without limiting the aforesaid all other expenses reasonably incurred by the Landlord in or incidental to or for the purposes of promoting or for providing and maintaining services facilities and amenities of and for the Landlord's Development including interest and fees in respect of monies borrowed to finance the provision of the services facilities and amenities set out in this paragraph 1.

1.15 Snow clearance, gritting and other similar services at the Landlord's Development.

1.16 Discharging any other reasonable and proper expenses incurred by the Landlord in respect of the Landlord's Development or the general operation of the Services in accordance with the principles of good estate management (including a management fees for administering the same of proper amount in accordance with normal market practices of the time)

2 Service Charge Exclusions

The Landlord shall not be entitled to include within the Service Charge any costs which the Landlord incurs in respect of:-

2.1 damage or destruction caused by an Insured Risk or Uninsured Risk;

2.2 any costs, fees or expenses attributable to:

(a) the collection or review of rents (including without limitation proceedings or court action);

(b) the letting or re-letting of any Lettable Unit or any part or parts of the Landlord's Development;

(c) enforcing any covenants against or dealing with any disputes with or involving any tenant or other occupier of the Landlord's Development; and

(d) any dispositions or dealings with the Landlord's interest in the Landlord's Development or any part thereof.

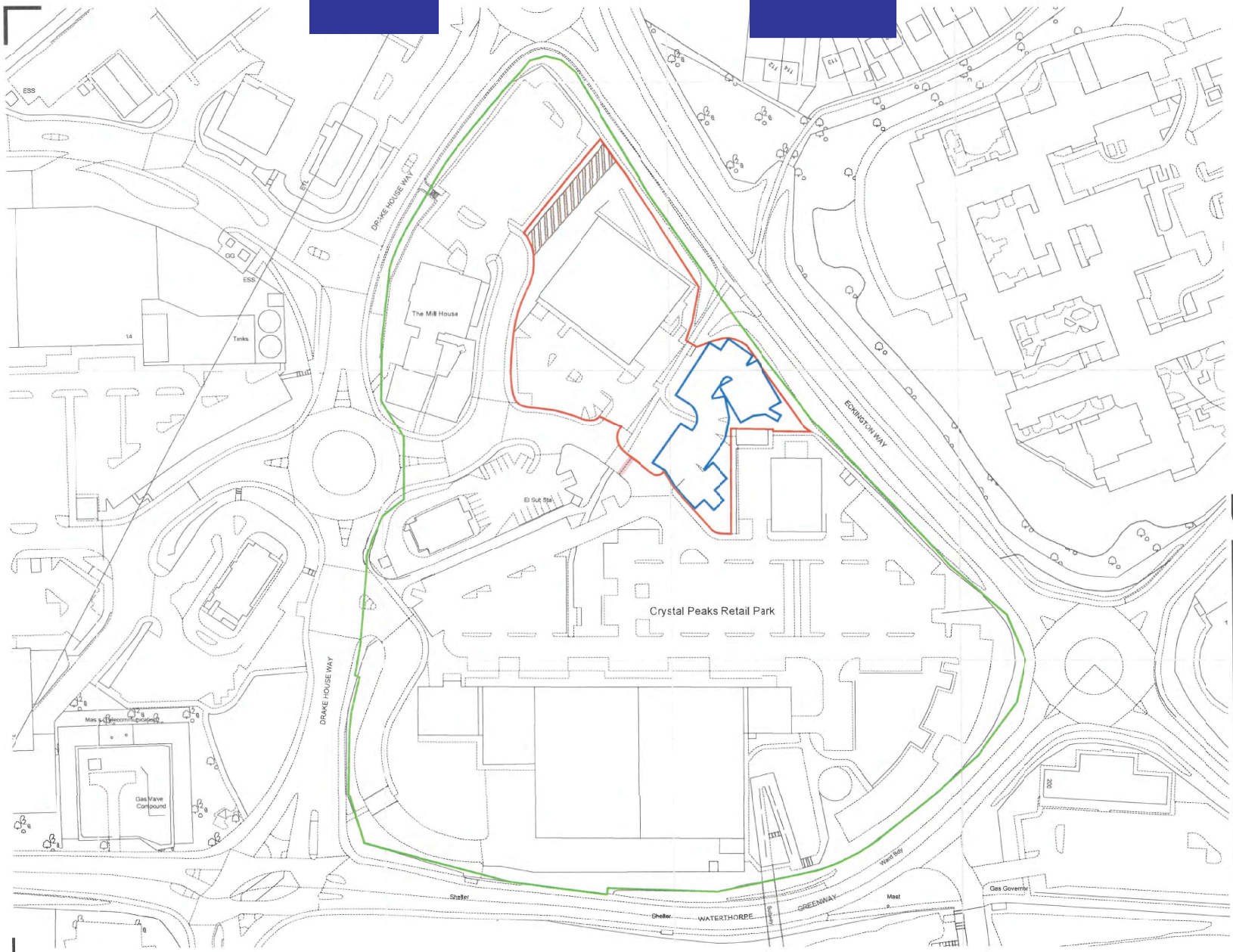
PGH1-1190

APPENDIX 1

PLAN 1 – LANDLORD'S DEVELOPMENT, DEMISE AND TENANT'S OVERFLOW CAR PARK

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

[redacted] [redacted]



NB | Responsibility is not accepted for errors made by others scaling from this drawing. All construction information should be taken from figured dimensions only

A3

N

Tenants demise

Estate Ownership

Gas Mains route

Inaccessible out of hours

Barrier

0 10 20 30 40 50 62.5m

Scale - 1:1250

Rev	Description	By	Date
A	Added barrier & out of hours car park	GLB	02/03/23

workman

Project
CRYSTAL PEAKS SHOPPING CENTRE
SHEFFIELD

Client
BRITEL FUND TRUSTEES LTD

Title
PLACES GYM UNIT
LEASE PLAN

Drawn by	Surveyor	Date
GJS	IXA	DECEMBER 2022

Scale
1:1250 @ A3

Drawing Number
M222031-A09-01

Revision
A

PGH1-1192

PLAN 2 - SINGAGE ZONE PLAN

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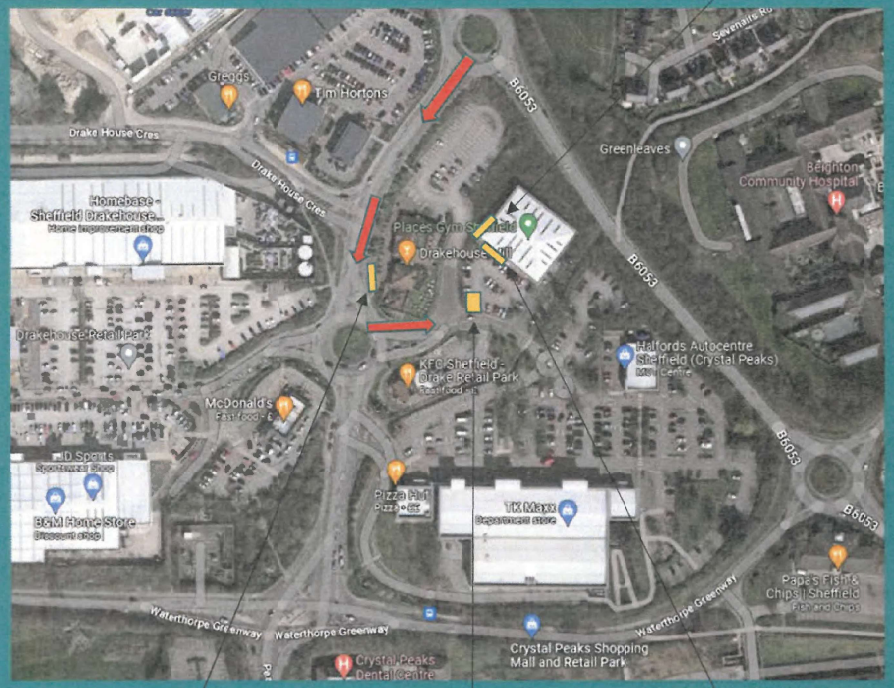
Sheffield Crystal Peaks

EXTERNAL SIGNAGE PROPOSAL

PGH1-1194

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

OVERVIEW



KEY

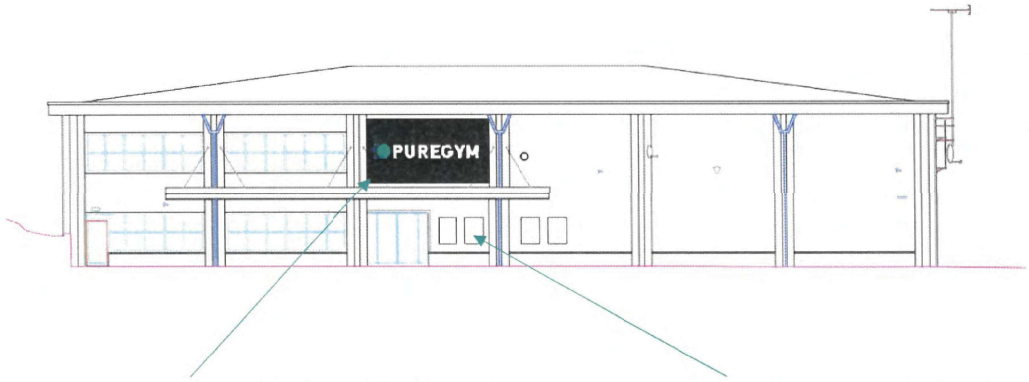
- Main sign
- Side Elevation
- Totem
- Additional vinyl signage
- 4No A0 clipframes

PGH1-1195

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

Main facia sign

Proposed



Proposed new illuminated flex face sign to replace existing signage

Existing



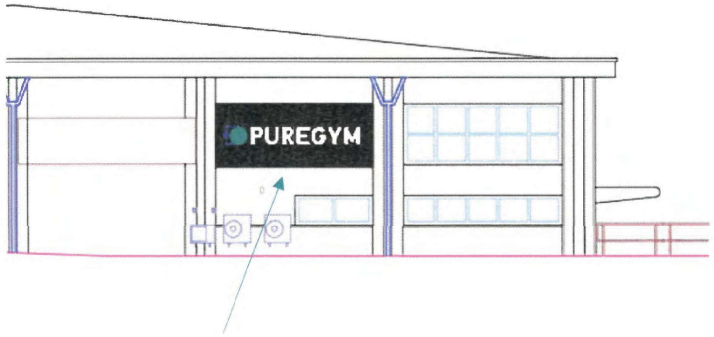
Removal of existing vinyl and replace with 4No A0 clipframes

PGH1-1196

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

Side Elevation

Proposed



Proposed new illuminated flex face sign to replace existing signage

Existing



PGH1-1197

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Road approach

Proposed





Proposed new totem

Existing



PGH1-1198

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF

Totem

Proposed



Proposed vinyl to existing totem

Existing



PGH1-1199

DocuSign Envelope ID: B46E53CE-3585-4100-A130-77E3D8AD3BFF



Original

Britel Fund Trustees Limited as)
custodian trustee of The BT Pension)
Scheme under a Power of Attorney
Dated 12 January 2023)
each in the presence of the witness specified below:

I confirm that I was physically present when J signed this deed.

.....
Attorney,
Witnessed by:
Signature:
Name:
Address:

.....
Attorney,
Witnessed by:
Signature:
Name:
Address:

I confirm that I was physically present when J signed this deed.

Counterpart

Executed as a deed by F as attorney for **Pure Gym Limited** under a power of attorney dated 13 September 2022 in the presence of:

.....
F as attorney for **Pure Gym Limited**

Witness signature: .....

Witness name: .....

Witness address: .....

.....

.....

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number SYK709245 | Edition date 12.05.2023

- This official copy shows the entries on the register of title on 27 APR 2026 at 08:35:34.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Apr 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTH YORKSHIRE : SHEFFIELD

1 (12.05.2023) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Unit 3, Crystal Peaks Retail Park, Drake House Way, Waterthorpe, Sheffield (S20 7JJ).

2 (12.05.2023) The mines and minerals are excepted.

3 (12.05.2023) The title includes any easements capable of subsisting at law referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The easements granted in Part 1, Schedule 2, clauses 1.2, 1.3, 3, 4 and 8 of the registered lease are included in the title only so far as they are legal easements and the landlord had the power to grant the same.

4 (12.05.2023) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land to the East of Drakehouse Crescent, Sheffield dated 7 October 2003 made between (1) Britel Fund trustees Limited and (2) Argent Group Investments Limited.

NOTE: Copy filed under SYK471812.

5 (12.05.2023) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 4 May 2023
Term : 15 years from and including 4 May 2023
Parties : (1) Britel Fund Trustees Limited
(2) Pure Gym Limited

6 (12.05.2023) The Lease prohibits or restricts alienation.

7 (12.05.2023) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (12.05.2023) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (12.05.2023) The land is subject to rights of drainage and rights in respect of water, gas, electricity and other supply services.

2 (12.05.2023) The land is subject to the rights to construct use and maintain gas mains over the land hatched blue on the title plan with ancillary rights granted by a Deed dated 16 January 1967 made between (1) Walter Fox and (2) East Midlands Gas Board.

NOTE: Original Deed filed under SYK501.

3 (12.05.2023) A Deed dated 25 April 1996 made between (1) The Sheffield City Council (2) Gracemount Developments Limited (3) The Crystal Peaks Investment Company Limited and (4) Chesterfield Properties PLC contains restrictive covenants relating to the regulating of the use of the land in this title and other land.

NOTE: Copy filed under SYK501.

4 (12.05.2023) A Deed dated 28 November 1996 made between (1) British Gas Plc, (2) Sheffield City Council and (3) Gracemount Developments Limited relates to works affecting the Gas Pressure Reduction Station marked GVC on the filed plan and main pipes and amends the terms of the Deed dated 16 January 1967 referred to above.

NOTE: Copy filed under SYK379936.

End of register

Gyms > Gyms in Sheffield > Sheffield Crystal Peaks Gym

Sheffield Crystal Peaks Gym

Crystal Peaks Retail Park, S20 7JJ Directions from me

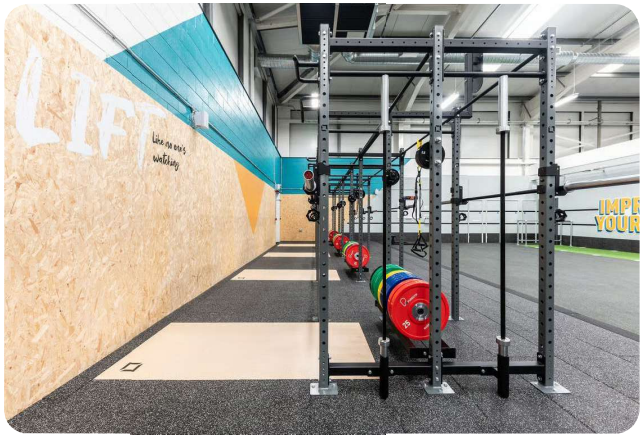
Join

Menu Join

Gym Details Classes Personal Trainers

PGH1-1205







Membership options

Core

Plan includes

Access the gym anytime

Plus

Best value

Everything in Core, plus...

Multi-gym Access

PGH1-1206

Book classes 8 days in advance

£26.99

per month + £15 joining fee

Join now

Book classes 14 days in advance

Bring a guest up to 4 times a month

Freeze your membership any time

Unlimited flavoured water with vitamins*

Up to 60% off top brands

£34.99

per month + £15 joining fee

Join now

All plans have...

✓ **No contract - Cancel any time** ✓ **Classes in all plans**

Compare Plans

About PureGym Sheffield Crystal Peaks

Exciting news! We're continuously investing in our clubs so that PureGym members have access to the latest and most innovative equipment. We're pleased to share that your PureGym has just received:

- **Matrix Magnum Plate-loaded Lat Pull Down:** from beginner to bodybuilder, this piece of kit supports everyone's fitness journey, training your arms alongside your back & core

Gym Hours

24 hours/day, 7 days a week

Features

No Contract
Cancel anytime

Free Parking
Park for free while you train

PGH1-1207

muscles. A core benefit of this machine is its ability to target muscle weakness on one side by making that muscle work harder.

- **Matrix Varsity Perfect Squat:** working to support the natural motion of the body to deliver maximum muscle contraction to develop the glutes, hamstrings and quadriceps
- **The Booty Builder V8:** this patented machine helps grow your glutes and makes hip-thrusting safer, faster and more effective

You'll find everything you need to workout at PureGym Sheffield Crystal Peaks, no matter what your favourite exercise is. All our gyms are equipped with over 220+ pieces of gym equipment, including free weights, fixed resistance, and cardio machines with loads of classes each week included in your no contract membership.

You'll find us located on Crystal Peaks Retail Park, next to Halfords, where you can park for free on site!*

You can find more gyms in Sheffield here.

We want to keep PureGym a safe environment for everyone to work out. If you plan to train at night or during un-staffed hours, please read our unstaffed hours document here to ensure your safety when at the gym.

Read less -

50kg Dumbbells
Build strength with our heaviest dumbbells

Rehydrate with Sports Water
Sugar-free soft drink with essential vitamins

220+ Pieces of Kit
The best gym machines for weight loss and toning

Air Con
Train in a cool, comfortable space

PTs Available
One-to-one training with Personal Trainers

Made for how you move

PGH1-1208

Whether you're chasing a PB or just feeling good in your body, our equipment is here to help you train your way.

360 virtual tour of Sheffield Crystal Peaks Gym

Unlimited classes. Unlimited you.

Find your flow, from high energy to low impact, every class is included – and there's something for every fitness mood and every kind of mover.

PGH1-1209

View 360 tour

View Classes

Meet the team

Need a little help? Our team's always nearby – and our Fitness Coaches and expert PTs are here to guide you when you want to go further.



Liam Clegg
Gym Manager



Chris Shrimpton
Assistant Gym Manager

The friendliest Personal Trainers

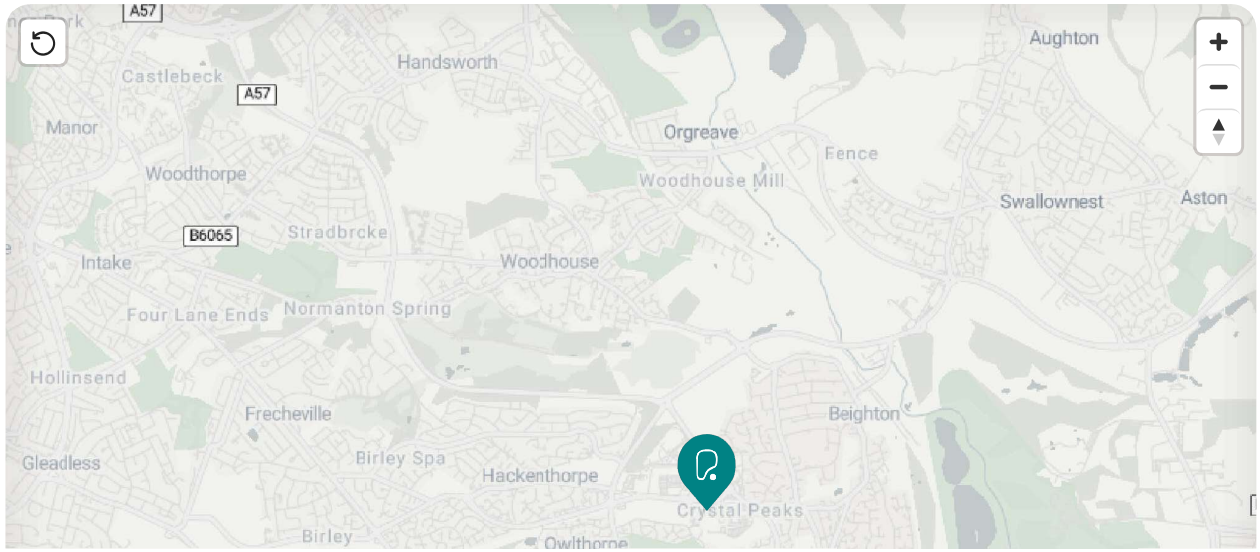
Work 1-1 with a PT to build confidence, perfect technique and make progress that feels good in and out of the gym.

View Personal Trainers

Getting to PureGym

Driving

Put post code **S20 7JJ** into your satnav and follow directions to PureGym Sheffield Crystal Peaks. We are situated next to the KFC on Crystal Peaks Retail Across from Drakehouse Retail Park. Free Parking onsite and the overflow car park.



PGH1-1210

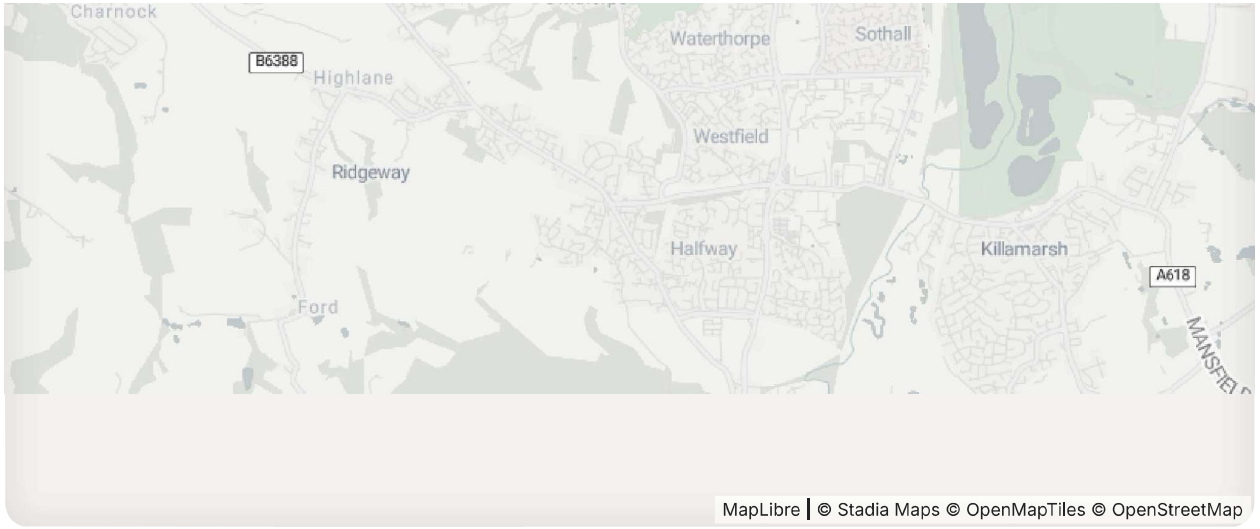
*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines.

View directions to gym

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Email Us

Facebook Messenger



Get to know us

Help & Support

Company

Serious Stuff

Get the app

Download on the App Store

GET IT ON Google Play

Download the PureGym app

Follow us

PGH1-1211

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Registered in England No: 6690189 Reg. Office: Pure Gym Ltd, Town Centre House, Merrion Centre, Leeds LS2 8LY

PGH1-1212

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Official copy of register of title

Title number SYK728486 | Edition date 23.09.2025

- This official copy shows the entries on the register of title on 25 JUN 2026 at 12:38:50.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jun 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTH YORKSHIRE : SHEFFIELD

1 (23.09.2025) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Pure Gym Ltd, 9-15 Manton Street, Sheffield (S2 4BA).

2 (23.09.2025) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 15 September 2025
Term : 10 years from and including 25 May 2025 to and including 24 May 2035
Parties : (1) The Sheffield City Council
(2) Pure Gym Limited

3 (23.09.2025) The Lease prohibits or restricts alienation.

4 (23.09.2025) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

5 (23.09.2025) The landlord's title is registered as to part of the land comprised in the lease.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (23.09.2025) PROPRIETOR: PURE GYM LIMITED (Co. Regn. No. 06690189) of Town Centre House, Merrion Centre, Leeds LS2 8LY.

PGH1-1214

End of register