

LEASE FRONT SHEET

LR1. Date of Lease	
LR2. Title Number(s)	LR2.1 Landlord's title number LR2.2 Other title numbers
LR3. Parties to this Lease	<p>Landlord</p> <p>SIR PHILIP VYVIAN NAYLOR-LEYLAND BARONET Milton Peterborough Cambridgeshire PE6 7AA ROBERT WILLIAM DALGLIESH High Farm Southorpe Stamford Lincolnshire PE9 3BY and MILTON (PETERBOROUGH) ESTATES COMPANY (CRN 286146) R/O The Estate Office Milton Park Peterborough Cambridgeshire PE3 9HD</p> <p>Tenant</p> <p>Surety (if any)</p>
LR4. Property	<p>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</p> <p>(for full description see clause 1 of Lease)</p>
LR5. Prescribed statements etc	NONE
LR6. Term for which the property is leased	The term is as follows: Start date End date
LR7. Premium	NONE
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions

<p>LR9. Rights of acquisition etc.</p>	<p>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</p> <p>NONE</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>NONE</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>NONE</p>
<p>LR10. Restrictive covenants given in this lease by the landlord in respect of land other than the Property</p>	<p>NONE</p>
<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>CLAUSE 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>CLAUSE 1</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>NONE</p>
<p>LR13. Application for standard form of restriction</p>	<p>NONE</p>
<p>LR14. Declaration of Trust where there is more than one person comprising the tenant</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as *joint tenants/tenants in common in equal shares/upon trust*</p>

T H I S L E A S E made the day of 20**

BETWEEN SIR PHILIP VYVIAN NAYLOR-LEYLAND BARONET of

Milton Peterborough Cambridgeshire PE6 7AA and **ROBERT**

WILLIAM DALGLIESH of High Farm Southorpe Stamford

Lincolnshire PE9 3BY ("the Trustees") (1) **MILTON**

(PETERBOROUGH) ESTATES COMPANY (CRN 286146) whose

Registered Office is situate at The Estate Office Milton Park

Peterborough Cambridgeshire PE3 9HD ("the Company") (2) and *

of *

("the Lessee") (3)

("the Surety") (4)

WITNESSETH as follows:-

1. **IN** consideration of the rent hereinafter reserved and the covenants by the Lessee **and the Surety/Sureties* and the conditions hereinafter contained the Trustees at the request of the Company (but not so as to imply any warranty or covenant) hereby demise and the Company hereby demises and confirms unto the Lessee **ALL THAT** *

North Yorkshire *including (a) the inner half of the walls which separate*

the demised premises from other premises belonging to the Company

(b) all the walls and other structures within the demised premises (c)

the internal plaster or other surface covering of the wall or other

structures within the demised premises (d) the screeds or other non-

structural covering of the floors and the structural slab beneath the floor

(e) the ceiling but excluding the joists or structural slab above the

ceiling (f) the whole of any shop front and fascia doors windows and window frames (g) all service media serving only the demised premises (h) all landlord's fixtures and fittings within the demised premises

ALL which said premises ("the demised premises") are *for the purpose of identification only* delineated on the plan annexed hereto and thereon edged round with a red verge line (such of the walls and fences separating the demised premises from adjoining premises as are indicated on the said plan by inward 'T' marks as belonging to the demised premises being deemed to be included in this demise)

TOGETHER WITH *(* only include right to park if in heads of terms)*

*Firstly the right to park not more than * private motor vehicles in the car parking area owned by the Company adjoining or near to the demised premises and in spaces allocated by the Company * Secondly the right of support and protection for the benefit of the demised premises as is now enjoyed from all other parts of the building ("the Building") of which the demised premises forms part and * Thirdly a right to free and uninterrupted passage and transmission of gas water drainage electricity telecommunication and other services within or passing through the conduits that benefit the demised premises together with a right to connect into the same* **EXCEPT AND**

RESERVED *Firstly unto the Trustees and the Company * (insert from Heads of Terms if required) and Firstly unto the Trustees the Company and their tenants of adjoining premises the free passage and drainage for sewage water or soil gas electricity telephone wires and cables and*

all other services through any gutters pipes sewers or drains channels wires cables and conduits (“service media”) under in or through the demised premises coming from any premises near thereto and the right for the Company and the Company’s tenants at their own expense to connect the service media of the Trustees’ the Company’s or their tenants’ buildings and lands as aforesaid with the service media of the demised premises Secondly the right of entry to the demised premises to cleanse maintain repair and replace such service media belonging to the Company and Fourthly the right of support and protection for the benefit of the remainder of the Building as is now enjoyed from the demised premises

2. **THE** Lessee shall hold the demised premises from * 20** to 5 April 20** *and thereafter* for the term of * years

PAYING THEREFOR during the said term:

(i) yearly the rent hereunder set out:-

(a) For the period from * 20** * to 5 April 20** the rent of £ * (hereinafter when specifically referred to called "the First Reserved Rent")

(b) For * each and every next ensuing period of * *the remaining * years of the term and for the final day of the term and continuing for such period as the lessee holds over after the end of the term ("each being the Review Period") a rent ("the Reviewed Rent") to be agreed by the parties hereto or in default of agreement to

be determined in accordance with the provision in that behalf hereinafter contained

AND the yearly rent shall in all cases be paid by standing order or at the Company's option by direct debit into the Company's account at Barclays Bank Plc 1 Church Street Peterborough No. 20365394 Sort Code 20-67-37 or such other account in the United Kingdom as the Company may from time to time designate by equal quarterly payments in advance on 6 April 6 July 6 October and 6 January in each year without any deduction whatsoever the first payment *(being for the period from the first day of the term to the next but one succeeding quarter payment date)* to be made on the * signing hereof [*first day of the term*]

(ii) by way of insurance rent such sum as is equivalent to the premiums laid out by the Company from time to time during the term in accordance with the covenant contained in clause 4.1 hereof in insuring the demised premises and the cost of periodic valuation for insurance purposes such sum to be paid within 14 days of demand

(iii) *the Service charge as additional rent in accordance with the Third Schedule payable within 14 days of demand*

3. THE Lessee for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Company and separately with the Trustees that the

Lessee will perform and observe the provisions and stipulations contained in the First Schedule hereto

4. THE Company hereby covenants with the Lessee that:-

4.1 during the term the Company will insure and keep insured the demised premises against loss or damage by fire explosion riot and malicious damage storm or flood impact subsidence and such other risks and perils as the Company reasonably considers appropriate in such sum as shall be required fully to reinstate the demised premises in the event of damage or destruction (including architects' and surveyors' fees and three year's loss of rent) PROVIDED that the Company shall not be required to provide cover against any of the said risks other than fire if cover is withheld by the insurer in respect of the demised premises

4.2 the Lessee paying the rent and observing the covenants hereinbefore reserved and contained shall peaceably and quietly enjoy the demised premises and shall not be disturbed by any act of the Company or any person claiming under or in trust for the Company or the Trustees

5. IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:-

5.1* If any dispute **(other than that referred to in sub-clause 5.12 of this Clause)** shall arise between the parties hereto or their representatives with regard to any payment (other than the payment of rent) to be made or thing to be done hereunder or otherwise in relation to the rights or obligations of the parties

hereunder and the same is not resolved the dispute and all matters in relation thereto shall be referred on the application of the Company or the Lessee to a single arbitrator to be appointed by the President of the Royal Institution of Chartered Surveyors and who shall act in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment in that behalf for the time being in force and if the arbitrator makes any award of costs in favour of the Company it shall be able to recover costs of any Solicitor or Surveyor directly employed by the Company as if the said Solicitor or Surveyor were not so employed

- 5.2 If the rent hereby reserved or any part thereof shall remain unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenants on the part of the Lessee herein contained shall not be performed or observed or if the Lessee shall become bankrupt or enter into a voluntary arrangement with his creditors or being a company shall enter into Administration (whether by Order or otherwise) or be wound up or enter into liquidation whether compulsory or voluntary (save in the case of a company being solvent for the purpose of amalgamation or reconstruction) or shall suffer any distress or process of execution to be levied on his goods * (*IN THE CASE OF PUBLIC HOUSES ADD * "or the Premises Licence is forfeited or renewal thereof is refused"*) then and in any of the said cases it shall be lawful for the Company at any time thereafter to re-enter upon the demised premises or any part

thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to the right of action of the Company in respect of any arrears of rent or any antecedent breach of covenant

5.3 The Company may withhold its consent to an assignment

5.3.1 unless (where the proposed assignee is of lower financial standing than the Lessee or is resident or registered outside the United Kingdom or does not provide an acceptable rent deposit to the Company) the Lessee covenants by deed with the Company and separately with the Trustees to guarantee the performance by the assignee of all covenants on the part of the lessee and conditions contained in this Lease in the terms set out in the Second Schedule (as if reference therein to "the Guarantor" were reference to the Lessee) save that such guarantee shall not extend to any liability restriction or other requirement arising after the assignee is released from its covenants by virtue of the Landlord and Tenant (Covenants) Act 1995

5.3.2 if at the date of request for consent to assignment the Lessee has not paid any of the yearly rents due hereunder or has not substantially observed and performed the covenants on the part of the lessee herein contained

- 5.3.3 where in the reasonable opinion of the Company the use to which the proposed assignee intends to put the demised premises and/or the trading profile of the proposed assignee is unsuitable on the grounds of good estate management
- 5.4 That upon any transfer of its reversionary interest in this Lease the Company will be released from its covenants in this Lease
- 5.5 Any Notice under this Lease shall be in writing and may be served on the Lessee by leaving it at the demised premises or at his last known address or by sending it by Registered Post or the Recorded Delivery Service to such demised premises or address and in the case of a Notice to be served on the Company it may be served in like manner upon the Company at The Estate Office Old Maltongate Malton North Yorkshire YO17 7EG or such other address as shall be notified in writing by the Company to the Lessee *Provided that while * is lessee notices shall be served at its registered office as shown at the head of this Lease or such other office as shall be notified in writing by the Lessee to the Company*
- 5.6 Any sums of whatever nature payable under the terms of this Lease shall if not paid on the due date carry interest on the amount unpaid at the rate of 4% per annum above Barclays Bank Plc's base lending rate applying on the date upon which such payment was due such interest accruing on a daily basis and to be paid by the Lessee to the Company

- 5.7 It shall be lawful for the Company at all times without obtaining any consent from or making any compensation to the Lessee to deal as it thinks fit with any property now or hereafter belonging to the Company which adjoins or is near to the demised premises and the Lessee shall not be entitled to any right of access of light or air to any building which may form part of the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring land for building or any other purpose and further that no estate or interest in the soil of the road or roads or footpaths adjacent to the demised premises is or shall be deemed to be included in this demise
- 5.8 If at the end or sooner determination of the term any furniture fittings stock or other items are left by the Lessee in the demised premises the Company shall have power to sell the same as agent for and on behalf of the Lessee and the Company shall pay and account to the Lessee for the proceeds of sale less any costs of storage and sale reasonably incurred by the Company and setting off any monies owing by the Lessee to the Company
- 5.9 Neither the granting of this Lease nor any provisions herein contained shall operate or be construed as warranting that the use to which the Lessee proposes now or hereafter to put the demised premises or any use to which the Lessee may be at liberty or required under the provisions of this Lease to put the demised premises is or may be or become lawfully permitted

whether under the provisions of the Town & Country Planning Acts or otherwise

5.10 If and whenever during the term the demised premises are damaged or destroyed by any of the risks against which the Company has insured so that the demised premises are unfit for occupation or use and payment of the insurance money is not refused in whole or in part by any act or default of the Lessee then the rent or a fair proportion of the rent according to the nature and extent of the damage sustained shall cease to be payable until the demised premises or the affected part shall have been rebuilt or reinstated so that the demised premises are made fit for occupation or use or until the expiration of the period of 3 years from the destruction or damage whichever shall be the shorter

5.11 If upon the expiry of the period of 2¹/₂ years commencing on the date of the damage or destruction the demised premises have not been rebuilt or reinstated so as to be fit for the Lessee's occupation or use either the Company or the Lessee may by giving 6 month's notice in writing to the other determine this Lease without prejudice to any rights or remedies that may by then have accrued in which event all monies received in respect of insurance effected by the Company shall belong to the Company

5.12 The Lessee shall pay for *each/*the Review Period an annual rent which shall be determined in accordance with the following

formula that is to say a rent at which the demised premises might reasonably be expected to be let in the open market by a willing landlord to a willing tenant by a lease for a term of years equivalent to the residue of the term at the Review Date or Ten years whichever is the longer with vacant possession on the same terms and subject to the same incidents in all other respects as this present demise and upon the supposition (if not a fact) that the Lessee had complied with all the covenants on the Lessee's part herein contained disregarding the matters referred to in Section 34(1)(a)(b) and (c) of the Landlord and Tenant Act 1954 (as amended by the Law of Property Act 1969) **PROVIDED** that the reviewed rent shall not be less than the rent payable immediately before the Review Date **PROVIDED FURTHER** that if no agreement is reached between the parties by the Fifth day of January immediately prior to the commencement of the Review Period as to the rent at which the demised premises might reasonably be expected to be let in the open market on the basis hereinbefore described then the question shall be referred to the decision of a single arbitrator to be appointed in default of agreement between the parties on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force **PROVIDED ALSO** that until such new rent shall have been

determined the rent payable immediately prior to the review date shall continue to be payable and any difference between that rent and the said new rent during such period as this last proviso operates shall be added to and be payable with the next instalment of rent due after the new rent has been determined

- 5.13 If the Lessee wishes to end this Lease on 5 April 20** and shall give to the Company at least 6 months' prior notice in writing of such his desire and shall have up to the time of such determination paid the yearly rent reserved by this Lease then upon the expiry of such notice subject to the Lessee giving vacant possession the term granted by this Lease shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant
6. **IN** the case of there being more than one person as Lessee all references herein to the Lessee shall be deemed to include all such persons and all lessee's covenants herein shall be deemed to be joint and several and references to the male gender shall in the case of a lessee being female be taken where appropriate as being references to the female gender
7. **THE** *Surety/Sureties in consideration of the demise herein contained hereby agree(s) with and guarantee(s) to the Company that at all times so long as the term is vested in the Lessee the Lessee will pay the rent hereby reserved and all other sums and payments herein covenanted to be paid by the Lessee at the times and in manner herein provided

and will also duly perform observe and keep the Lessee's covenants herein contained and that the **Surety/Sureties* will pay and make good to the Company all losses costs and expenses sustained by the Company through the default of the Lessee in respect of any of the matters mentioned in this clause provided always that any neglect or forbearance of the Company in endeavouring to obtain payment or taking steps to enforce performance or observance of the Lessee's covenants herein contained and any time which may be given by the Company to the Lessee shall not release or in any way lessen or affect the liability of the **Surety/Sureties*

IN WITNESS whereof the parties have executed this Deed which was not delivered until the date hereof

FIRST SCHEDULE above referred to

Obligations of the Lessee

1. To pay the rent hereby reserved on the days and in manner aforesaid without any deduction
2. To bear pay and discharge all existing and future rates taxes and assessments duties impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged or imposed upon the demised premises or upon the owner or occupier thereof
- 3.1 During the said term to keep the demised premises and all additions thereto and the landlord's fixtures therein (including fire alarm and emergency lighting systems if any) in good and tenantable repair and condition **PROVIDED THAT** in respect of those parts of the demised

premises shown on the Photographic Record of Condition annexed hereto the Lessee shall not be liable to keep the demised premises in any better condition than is evidenced by the said Photographic Record of Condition

- 3.2 As and when reasonably directed by the Company (liaising with and jointly with the adjacent tenant or tenants) to carry out necessary works of repair and maintenance of walls of the demised premises which are party walls and any roof or other part of the building of which the demised premises forms part and for which the Lessee under this Lease has a responsibility for maintenance and/or repair
- 3.3 To notify the Company in writing within 24 hours (or immediately by telephone in case of urgency) of any damage caused to the demised premises or any service media serving the demised premises by the insured risks or other event likely to lead to a claim on the Company's insurance policy
- 4.1 Not to make any alterations or additions to the demised premises or to the fixtures and fittings therein except with the prior consent in writing of the Company
- 4.2 Not to install or retain within the demised premises any air conditioning heating or ventilation system without the Company's prior written approval to the type and location of equipment to be used
5. To replace such of the landlord's fixtures and fittings as may be worn out lost or unfit for use by substituting others of a like nature and equal value

6. In the * and the last year of the term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood iron and other parts heretofore or usually painted of the demised premises with two coats of good quality paint and also with every such internal painting to wash stop whiten distemper grain varnish colour paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises that have been or ought to be so treated and also in the * and the last year of the term (howsoever determined) to paint in a proper and workmanlike manner all the external parts heretofore or usually painted with three coats of good quality paint **PROVIDED NEVERTHELESS** that before carrying out any such external painting as aforesaid the Lessee will first obtain the written approval of the Company of the colours to be used and shall not use paint of any colour save those as have been so approved **PROVIDED ALSO NEVERTHELESS** that before the Lessee shall paint and decorate the demised premises as aforesaid in the last year of the said term the Lessee shall give to the Company one calendar months previous notice in writing of its intention so to do and will if the Company shall so request pay to the Company a sum of money representing the estimated cost (as determined by the Company's appointed surveyor) of such painting and decorating as aforesaid the receipt of the Company for such sum of money being a good and sufficient discharge to the Lessee in respect of the Lessee's liability under this clause **PROVIDED FURTHER NEVERTHELESS** that if the Lessee shall lawfully remain in occupation of the demised premises

after the termination of the term hereby created then the Lessee shall paint the demised premises in accordance with the provisions hereinbefore contained and the Company shall not be entitled to claim payment for the carrying out of this work in place of the Lessee doing the said work

7. Not to keep or permit to be kept on the demised premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or local regulation or byelaw or constitute a nuisance to the occupiers of neighbouring property nor to do or permit to be done anything whereby the policy or policies of insurance on the demised premises against damage by fire for the time being subsisting may become void or voidable and not to use the demised premises so as to be an annoyance to the Company its lessees tenants or occupiers nor to do or cause or suffer to be done any act or thing on the demised premises which may be or grow to be to the annoyance damage or disturbance of the Company its lessees tenants or occupiers
8. At all times during the said term to comply in all respects with the provisions and requirements of any statute and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise or any notice or requirement thereunder so far as the same relate to or affect the demised premises and promptly to execute all works or take every step requisite or desirable for compliance with any such notice and to keep the Company indemnified against all liability whatsoever including costs and expenses in respect of such matters

and forthwith to produce to the Company on receipt of notice thereof any notice order or proposal therefor made given or issued to the Lessee by any authority under or by virtue of any such statute or regulation affecting or relating to the demised premises and at the request and cost of the Company to make or join with the Company in making every other objection or representation against the same that the Company shall deem expedient

- 9.1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another to occupy the whole or any part of the demised premises
- 9.2 Not to assign or charge part only of the demised premises
- 9.3 Not to assign or charge the whole of the demised premises without the prior written consent of the Company which will not be unreasonably withheld or delayed but which in the case of an assignment may be withheld in accordance with the provisions of clause 5.3 of this Lease
- 9.4 Not to underlet the whole or any part of the demised premises
- 9.5 Within 28 days of any assignment or charge relating to the demised premises to produce for registration with the Company's solicitor such deed or document or a certified copy of it and to pay the Company's solicitor's reasonable charges for the registration of every such document such charges not being less than £50.00
- 10.1 Not to use or permit or suffer to be used the demised premises for any purpose whatsoever other than that of the retail sale of *

or subject to the prior written approval of the Company (such approval not to be unreasonably withheld or delayed but which may be withheld on the grounds of good estate management) any other retail sales in accordance with Class A1 of the Town and Country Planning (Use Classes) Order 1987

10.2 At all times of the year during the usual business hours of the locality to keep the demised premises open for the purpose of carrying on the said business

11. To pay a fair proportion (to be conclusively determined by the surveyor of the Company for the time being) of the expenses payable in respect of the demised premises for repairing maintaining cleansing and renewing all party walls roofs sewers drains yards and other things including rights of way the use of which is common to the demised premises and to adjoining or other premises of the Company
***including the Building (use if part only)*

12.1 To permit the Company with or without workmen and others at all reasonable times in the daytime during the said term to enter upon the demised premises or any part thereof for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed to examine the state and condition of the demised premises and of the fittings and fixtures and to take inventories of such fittings and fixtures

12.2 To permit the Company and the tenants or occupiers of any adjoining or neighbouring premises and all persons duly authorised by them upon reasonable notice (except in case of emergency) to enter and

remain on the demised premises at all reasonable times so far as may be necessary and with all proper equipment materials and tools in order to examine repair alter extend maintain or rebuild any adjoining or neighbouring premises belonging to the Company without any requirement to serve notice under the Party Walls Act the person or persons exercising such right doing as little damage as practicable to the demised premises and making good any damage thereby occasioned as expeditiously as possible but without compensation for any unavoidable temporary annoyance nuisance damage noise vibration or inconvenience caused

- 12.3 To permit the Company and the tenants or occupiers of any adjoining or neighbouring premises and all persons duly authorised by them upon reasonable notice (except in case of emergency) to enter to erect scaffolding outside the demised premises and if necessary attach the same to the demised premises at all reasonable times so far as may be necessary in order to examine repair alter extend maintain or rebuild any adjoining or neighbouring premises belonging to the Company without any requirement to serve notice under the Party Walls Act the person or persons exercising such right doing as little damage as practicable to the demised premises and making good any damage thereby occasioned as expeditiously as possible but without compensation for any unavoidable temporary annoyance nuisance damage noise vibration or inconvenience caused
13. Immediately after service of a written notice of any wants of repair (including painting and decorative work) for which the Lessee is liable

to execute such repairs in a proper and workmanlike manner and if within one month of the service of such a notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the reasonable opinion of the Company's appointed surveyor the Lessee is unlikely to have completed the work within such period to permit the Company with all necessary workmen and equipment to enter the demised premises to execute such work and the Lessee will then pay the Company the cost of so doing and all expenses incurred by the Company (including legal costs and surveyors fees) within fourteen days of a written demand

14. To pay all expenses (including Solicitors costs and disbursements and Surveyors fees including those of any Solicitor or Surveyor employed by the Company) incurred by the Company:

14.1 incidental to the preparation of and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

14.2 in the recovery of any sum due to be paid by the Lessee to the Company

14.3 in taking any action by way of Court proceedings or otherwise to prevent a continuing breach of any of the lessee's covenants herein contained

14.4 in connection with or in contemplation of any consent or approval applied for under this Lease whether or not it is granted

- 15.1 To insure and keep insured throughout the term in the full value thereof all fixed glass in the demised premises and to apply all insurance monies received in respect thereof and make-up any shortfall out of the Lessee's own monies but not to insure any other part of the demised premises
- 15.2 To keep in force throughout the term insurance against third party public liability and occupiers liability with an insurance company of repute and to produce to the Company or its authorised representative on request the policies and evidence of payment of the premium
- PROVIDED** in the case of both paragraph 15.1 and 15.2 above if the Lessee fails to insure the Company may effect such insurance and recover the premium and any costs incurred by the Company from the Lessee as rent in arrear
16. Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the exterior of the demised premises or on the interior of the windows thereof in such a manner as to be seen from outside the demised premises any placard poster signboard or other advertisement except such as shall be approved by the Company
- 17.1 Not to load or unload vehicles except in the parts of the areas ("the Service Areas") (if any) designated by the Company for such purpose (and for the avoidance of doubt not to load or unload vehicles on the footpath or roadway at the front of the demised premises once Service Areas have been designated)
- 17.2 In the course of loading or unloading to comply with all reasonable requirements and regulations of the Company including any

restrictions from time to time reasonably imposed by the Company as to the weight or length or width of vehicles permitted to use the Service Areas and not to cause any unnecessary obstruction nor allow any vehicle to remain standing for any period longer than is reasonably necessary for the delivering or taking away of goods from the demised premises

17.3 At all times to act reasonably in relation to other users of the Service Areas

18.1 To keep the interior of the demised premises where directly visible to the public attractively laid out and furnished with goods well displayed and to keep any display windows or showcases of and in the demised premises adequately and attractively dressed

18.2 Unless prevented by any regulation or requirement of a competent statutory or local authority or by any interruption in the supply of electricity to keep all display windows of the demised premises well lit from not later than 8 am until at least midnight on each day of the week

18.3 Not less than once in each week during the term to clean the inside and outside of the windows and the shop front of the demised premises and at all times during the term to keep the footpath outside and co-extensive with the demised premises clean and free from litter and if the Lessee shall fail to comply with the provisions of this clause the Company may appoint contractors to carry out the outside work and charge the reasonable cost thereof to the Lessee which charge shall be recoverable as rent in arrear

19. To pay and to indemnify the Company against VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Company where the Lessee agrees in this Lease to reimburse the Company for such payment
20. To permit the Company at any time within 6 calendar months prior to the expiration or sooner determination of the term to enter upon the demised premises and to affix and retain without interference on any suitable part thereof so as not to interfere with the Lessee's use and occupation of the demised premises a notice board or boards for reletting or selling the same and to permit prospective tenants purchasers or their agents to enter and view the demised premises at all reasonable times
21. At the end of the term and on any application to assign or sublet the demised premises (and as a condition of such assignment or subletting) to produce to the Company all documents relating to the demised premises and their use including without prejudice to the generality of the foregoing building regulation consents planning and Listed Building Permissions details of fire and burglar alarms and details of all service installations PROVIDED that if the Lessee shall fail to produce any such document within 7 days of demand the Lessee shall pay the Company's costs incurred in searching for and obtaining duplicates of the same which costs shall during the term be recoverable as rent in arrear

22. Within 14 days of the death during the term or any statutory continuation thereof of any person who has guaranteed to the Company the Lessee's obligations contained in this Lease or of such person becoming bankrupt or having a receiving order made against him or being a company passing a resolution to wind-up or entering into liquidation or having an administrative receiver or an administrator appointed then to give notice thereof to the Company and if so required by the Company at the expense of the Lessee within 28 days to procure some other person acceptable to the Company to execute a guarantee in respect of the Lessee's obligations contained in this Lease in a form reasonably acceptable to the Company
- 23.1 To yield up the demised premises with the fixtures and additions thereto (but not including such trade and other tenants fixtures as shall belong to the Lessee) at the expiration of the term in good and tenantable repair and condition in accordance with the foregoing provisions
- 23.2 If the Lessee shall fail to comply with the obligations contained in paragraph 23.1 then the Company may effect all necessary repairs renovations decoration removals remedial works and cleaning and the cost thereof shall be paid by the Lessee on demand who will also pay to the Company mesne profits at the rate of the rent payable immediately prior to the expiration or sooner determination of the term during the period reasonably required by the Company for carrying out such works and the amount of such profits shall be added to the cost of carrying out the work recoverable from the Lessee

24. If this Lease or the benefit of any easements is registered at the Land Registry then at the end of or sooner determination of the term the Lessee will forthwith cancel the said registration and provide evidence thereof to the Company. If the Lessee fails to do so within 28 days then it appoints the Company acting by any director or the secretary to be its attorney for the purpose of effecting such cancellation and the Company is entitled to recover the costs of so doing.

SECOND SCHEDULE above before referred to

(Guarantor Covenants)

1. That as between the Guarantor and the Company the liability of the Guarantor will be as principal debtor and covenantor.
2. That the Lessee will at all times during the term (and as well after as before any disclaimer of this Lease) duly and punctually pay the rents as herein provided and will observe and perform all the lessee's covenants and the conditions contained in this Lease.
3. That if at any time during the term the Lessee defaults in paying any of the rents or in observing or performing any of the covenants and conditions contained in this Lease the Guarantor will pay such rents and observe and perform the covenants or conditions in respect of which the Lessee is in default and pay and make good to the Company on demand all losses, damages, costs and expenses sustained by the Company through the default of the Lessee notwithstanding:
 - 3.1 any time or indulgence granted by the Company to the Lessee or any neglect or forbearance of the Company in enforcing the payment of rents or the observance or performance of the

lessee's covenants or any refusal by the Company to accept rents tendered by or on behalf of the Lessee at a time when the Company was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the demised premises

3.2 that the terms of this Lease may have been varied by agreement between the parties

3.3 that the Lessee may have surrendered part of the demised premises in which event the liability of the Guarantor hereunder shall continue in respect of the part of the demised premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925, s 140

3.4 that the Lessee may have ceased to exist

3.5 any other act or thing whereby but for this provision the Guarantor would have been released

4. If at any time during the term the Lessee (being an individual) becomes bankrupt or (being a company) goes into liquidation and the trustee in bankruptcy or liquidator disclaims this Lease or if this Lease is forfeited then this Schedule will remain in full force and effect notwithstanding such event and the Guarantor will if the Company shall by notice in writing within 3 months after such disclaimer or forfeiture so require take from the Company a lease of the demised premises for a term commensurate with the residue of the term which would have remained had there been no disclaimer or forfeiture at the same rent then being payable and subject to the same covenants conditions agreements

declarations and provisos (including any provisions for review of rent) as are reserved by and contained in this Lease the said lease to take effect from the date of the said disclaimer or forfeiture and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Company a counterpart thereof

5. The parties agree that this guarantee shall only subsist for such period and extend to such liabilities restrictions and other requirements as are permitted by the Landlord and Tenant (Covenants) Act 1995

SIGNED AS A DEED by the said **SIR**)
)
PHILIP VYVIAN NAYLOR-LEYLAND)
)
BARONET in the presence of:-)

Witness signature

Name

Address

.....

Occupation

SIGNED AS A DEED by the said)
)
ROBERT WILLIAM DALGLIESH)
)
in the presence of :-)

Witness signature

Name

Address

.....

Occupation

EXECUTED AS A DEED by affixing the)
)
COMMON SEAL of MILTON)
)
(PETERBOROUGH) ESTATES)
)
COMPANY in the presence of:-)

Director

Local Secretary

SIGNED AS A DEED by the said)
)
)
)
in the presence of :-)

Witness signature

Name

Address

.....

Occupation

DATED

20**

**MILTON (PETERBOROUGH) ESTATES COMPANY
AND OTHERS**

- and -

L E A S E

relating to