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LR1. Date of lease	29 March 2011
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. Leave blank if not registered.</p> <p>MS565261</p> <p>LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
<p>LR3. Parties to this lease</p> <p>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.</p>	<p>Landlord</p> <p>Commerz Real Investmentgesellschaft mbH of Kreuzberger Ring 56, 65205 Wiesbaden-Erbenheim, Germany (whose registered details are Amtsgericht Wiesbaden HRB 8440) acting on account of its open ended fund Hausinvest whose address for service in the UK is c/o Norose Notices Limited (marked for the attention of the Partnership Secretary (ref 465/LN21052)) at its registered office from time to time which at the date hereof is 3 More London Riverside, London SE1 2AQ</p> <p>Tenant</p> <p>Merseyside Integrated Transport Authority whose address for service is 24 Hatton Garden Liverpool L3 2AN</p> <p>Other parties Specify capacity of each party, for example "management company", "guarantor", etc.</p>
<p>LR4. Property</p> <p>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.</p> <p>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.</p>	<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>Building No. 3, Mann Island, Liverpool edged red on the plan attached to the Lease as more particularly described in the definition of "Premises" in clause 1.39</p>
<p>LR5. Prescribed statements etc.</p> <p>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.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996</p> <p>None</p>
<p>LR6. Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options.</p>	<p>The term is as follows:</p> <p>30 years from and including 4 March 2011</p>

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<p>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.</p>	
<p>LR7. Premium</p> <p>Specify the total premium, inclusive of any VAT where payable.</p>	None
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the wording of the provision.</p>	This lease contains a provision that prohibits or restricts dispositions.
<p>LR9. Rights of acquisition etc.</p> <p>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.</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>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>LR10</p> <p>None</p>
<p>LR11. Easements</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	None
<p>LR13. Application for standard form of restriction</p> <p>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.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</p>	None
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p>If the Tenant is more than one person, complete</p>	None

the Clause by omitting or deleting all inapplicable alternative statements.

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THIS UNDERLEASE is dated
BETWEEN:-

29 March 2011

and is made

- (1) COMMERZ REAL INVESTMENTGESELLSCHAFT mbH of Kreuzberger Ring 56, 65205 Wiesbaden Erbenheim, Germany (whose registration details are Amtsgericht Wiesbaden HRB 8440) acting on account of its open ended fund Hausinvest whose address for service in the UK is c/o Norose Notices Limited (marked for the attention of the Partnership Secretary (ref: 465/LN21052) at its registered office from time to time which at the date hereof is 3 More London, Riverside, London, SE1 2AQ ("Landlord")
- (2) MERSEYSIDE INTEGRATED TRANSPORT AUTHORITY whose address for service is 24 Hatton Garden Liverpool L3 2AN ("Tenant")

PART ONE : DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Where in this deed the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:-

1.1 Agreed Term

30 years commencing on and from and including the Term Commencement Date

1.2 Agreement for Lease

The Agreement for Lease dated 13 January 2009 between COUNTRYSIDE NEPTUNE LLP (1) and MERSEYSIDE PASSENGER TRANSPORT AUTHORITY (2) and COUNTRYSIDE PROPERTIES (UK) LIMITED AND NEPTUNE DEVELOPMENTS LIMITED (3) relating to the Premises as varied by: a deed of variation dated 3 June 2009 made between Countryside Neptune LLP (1) and Merseyside Integrated Transport Authority (2) and Countryside Properties (UK) Limited and Neptune Developments Limited (3); a letter executed as a deed dated 7 January 2011 signed by Countryside Neptune LLP (1) and Merseyside Integrated Transport Authority (2) and Countryside Properties (UK) Limited and Neptune Developments Limited (3); and varied further by a third deed of variation made between Countryside Neptune LLP (1) and Merseyside Integrated Transport Authority (2) and Countryside Properties (UK) Limited and Neptune Developments Limited (3) dated on the same date as this Lease

1.3 Allocated Parking Spaces

The 102 parking spaces edged and numbered in green on the Plot 3 Car Park Plan

1.4 ATM

An automated teller machine

1.5 Authority

Any statutory, public, local or other competent authority or a court of competent jurisdiction

1.6 ~~Business Hours~~

Between 07:00 hours and 19:00 hours Monday to Friday (inclusive) but excluding any ~~public holidays that may fall upon those days~~ NR

1.7 Car Park

The underground Car Park situated at Mann Island Liverpool as shown edged red on the Car Park Plans and all and any part of such Car Park and any additional extension or reduction thereto

1.8 Car Park Plans

The plans annexed to this Lease at Appendix 1 and marked Car Park Plans

1.9 Clause

A clause of this Lease

1.10 Common Parts

Such entrances, passages, staircases, steps, circulation areas, landscaped areas, service roads, service yards, loading bays, car parking areas (including the Car Park), forecourts, lavatories, lifts, and other areas within the Estate and/or within a building on the Estate (but not within a Unit), the common areas of the Car Park (including the entrances (both vehicular and pedestrian) access road within the Car Park staircases and lifts), the Covered Public Realm from time to time available to be used and enjoyed in common by the Landlord the Head Landlord the Superior Landlord and the Tenant and their respective tenants, occupiers, visitors or any of them

1.11 Conduit

Any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures

1.12 Crown Body

Any government department authority agency or Crown Body or any other authority acting for or on behalf of the Crown or carrying out the functions of the Crown

1.13 Covered Public Realm

The covered public realm as shown edged yellow on the plan annexed to this Lease at Appendix 1 and marked as 'Covered Public Realm Plan'

1.14 date of Practical Completion

The "date of Practical Completion" shall have the same meaning as is ascribed to that expression in the Agreement for Lease.

1.15 Demised Plans

The plans annexed to this Lease at Appendix 1 and marked as Demise Plan (Ground Floor) and Demise Plan (Levels 1-11)

1.16 Determination of the Term

The determination of the Term by re-entry notice surrender or otherwise

1.17 Estate

The estate known as Mann Island Liverpool and shown edged green on the Estate Plan and such other land as will be acquired by the Superior Landlord from Liverpool City Council under an agreement pursuant to sections 38 and 278 of the Highways Act 1980 to be entered into between (1) Liverpool City Council and (2) Countryside Neptune LLP

1.18 Estate Plan

The plan annexed to this Lease at Appendix 1 and marked Estate and Ground Floor Demise Plan

1.19 Facilities

Such systems and facilities as may from time to time be provided for the amenity of the Estate in accordance with the principles of good estate management and provided for the enhancement, safety and enjoyment of the estate in accordance with the principles of good estate management

1.20 First Provisional Service Charge

An amount at the rate of 170,915 sq feet x [REDACTED] per sq foot = One Hundred and Twenty Six Thousand Four Hundred and Seventy Seven Pounds and Ten Pence (£[REDACTED]) (exclusive of VAT) per annum

1.21 Ground Level Access Plan to Car Park

The plan annexed to this Lease at Appendix 1 and marked Ground Level Access to Car Park

1.22 Ground Level Service Access Plan

The plan annexed to this Lease at Appendix 1 and marked Ground Level Service Access Plan

1.23 Head Landlord

Northwest Development Agency and its successors in title

1.24 Head Lease

A lease of the land edged green on the Estate Plan dated 7 January 2008 made between (1) the Head Landlord and (2) the Superior Landlord and (3) Countryside Properties (UK) Limited and (4) Neptune Developments Limited for a term of 999 years from 7 January 2008 as varied by a first deed of variation dated 12 May 2009 and a second deed of variation dated 3 June 2009 both made between the same parties

1.25 Initial Rent

~~Twenty and Fourteen Thousand Four Hundred and Fifty Two~~
(20,444,502) per annum (exclusive of VAT)

1.26 Insurance Rent

The payments due from the Tenant in accordance with Clause 25 and otherwise as contained in Part 4 of this Lease

1.27 Interest

Interest at the Interest Rate (both before and after any judgement) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rests at the usual quarter days

1.28 Interest Rate

3% p.a. above the base lending rate from time to time of Lloyds TSB Bank Plc (or of such other recognised UK high street bank as the Landlord may give notice from time to time)

1.29 Lease

This lease as from time to time varied or supplemented whether by deed, licence or otherwise

1.30 Lower Basement 01 Access to Car Park Plan

The plan annexed to this Lease at Appendix 1 and marked as drawing number 90041_201RevC and headed Car Park Plan Level LBO1

1.31 Main Service Core Plans

The three plans annexed to this Lease at Appendix 1 and marked as "Main Service Core Ground Floor", "Main Service Core Mezzanine Floor" and "Main Service Core Office Floors 1-10"

1.32 MITA

MITA means Merseyside Integrated Transport Authority and any statutory successor thereof

1.33 Party

The Landlord or the Tenant and "Parties" shall mean both of them

1.34 Permitted Structural Alteration

Any alteration, addition or work to any external or structural part of the Premises which would not adversely affect the structural integrity of the Premises and shall

include any structural work required to create a unit within the Premises capable of subletting in accordance with Clause 11.6

1.35 Permitted User

Use of the Premises as offices or for any use within Classes A1, A2, A3, A4, A5, B1 and D1 of the Schedule to the Town and Country Planning Use Classes Order 1987

1.36 Planning Acts

The Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all subsequent statutes containing provisions relating to town and country planning when from time to time in force and all other statutes, statutory instruments, regulations and orders included by virtue of Clause 2(f)

1.37 Plant

Such air conditioning and refrigeration plant and machinery aereals and telecommunications equipment (to the extent only as required for carrying on of the Tenant's business) of a reasonable size and dimension and in a location on the roof of the Premises within the area edged brown on the plan annexed to this Lease at Appendix 1 and marked "Location of Plant Level 11", and/or in the, ground floor areas edged brown on the plan annexed to this Lease at Appendix 1 and marked as "Location of Plant Ground Floor" and/or in the plant room and/or on the roof terrace above the mezzanine floor as both areas are shown on the attached plan marked as "Location of Plant Roof Terrace Level" subject to the Tenant:-

- (a) complying with planning control and obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consent and
- (b) complying with all loading requirements of the Landlord (acting reasonably) and not bringing onto or permitting to remain on the Premises any Plant that will or may strain or damage the Premises or any part thereof and
- (c) obtaining the approval of the Landlord (such approval not to be unreasonably withheld or delayed)

together with associated cables or conduits serving the Plant as the Tenant shall properly require to serve the Premises and in respect of which the Tenant has obtained at its cost all necessary statutory and other consents (if required) to install and retain the same

1.38 Plot 3 Car Park Plan

The plan annexed to this Lease at Appendix 1 and marked Car Park Plan Level LB02 being drawing number 90041_203 (Revision A)

1.39 Premises

All that building situated at Mann Island Liverpool and shown edged red on the Demise Plans together with such Conduits and Facilities to the extent that they are

within or exclusively serve the building and all and any part of such property and any addition extension or reduction thereto

1.40 Principal Rent

The rent reserved by and in the manner required by Schedule 5

1.41 Regulations

The regulations set out in Schedule 4 and any other reasonable regulations from time to time published by the Landlord in addition to or in substitution for those regulations which are in the interests of good estate management

1.42 Rents

The Principal Rent, Insurance Rent the Service Charge and other sums reserved as rent under this Lease.

1.43 Rent Commencement Date

4 April 2011

1.44 Rent Payment Dates

The dates of 25 March 24 June 29 September and 25 December in each year of the Term and "Rent Payment Date" means any one of them

1.45 Retained Property

All parts of the Estate which are not from time to time Units including (without prejudice to the generality of the foregoing):-

- (a) the Common Parts
- (b) office and other accommodation for staff managing the Estate
- (c) Conduits and Facilities within or serving the Estate except those within or exclusively serving a Unit
- (d) all parts of the structure, walls, foundations and roofs of any building on the Estate that are not included in the premises demised by leases of any of the Units on the Estate

1.46 Review Dates

The fifth anniversary of the Term Commencement Date and every five years thereafter

1.47 Schedule

A schedule to this Lease

1.48 Service Charge

As defined in Part Five

1.49 Services

The services described in Part Five

1.50 Superior Landlord

Countryside Neptune LLP and its successors in title

1.51 Superior Lease

The Lease of Block 3, Mann Island, Liverpool and the Allocated Parking Spaces dated 3 June 2009 and made between (1) the Superior Landlord and (2) the Landlord for a term of 999 years (less the last 3 days) from 7 January 2008) as varied by a deed of surrender and variation dated the same day as this Lease made between the same parties

1.52 Tenant's Enhancements

The further works details of which are attached to this Lease at Schedule 7

1.53 Tenant's Fitting Out Works

means the Tenant's fitting out works to be carried out by the Superior Landlord pursuant to paragraph 12 of Schedule 1 to the Agreement for Lease which are described by the plans and specification at Schedule 8. It is acknowledged by the parties that details of such works may change and so the parties agree that as soon as reasonably practicable after practical completion of such works the parties will each initial a complete set of "as-built" drawings showing such works after which those drawings shall describe the Tenant's Fitting Out Works for the purpose of this Lease

1.54 Term

The Agreed Term and any continuation or extension of it whether by agreement, operation of law or otherwise

1.55 Term Commencement Date

4 March 2011

1.56 Unit

An individual shop, restaurant, bar, café, apartment, office suite or other unit of accommodation (whether commercial or residential) on the Estate that is let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation otherwise than in connection with the provision of Services and such definition shall (where the context so requires) include a reference to the Premises

1.57 VAT

Value Added Tax charged under the Value Added Tax Act 1994 or under the Sixth Council Directive of the Council of the European Communities (77/388/EC) or under any rule regulation order or instrument authorised to be made by that Act or by that Directive

1.58 1995 Act

The Landlord and Tenant (Covenants) Act 1995

2. INTERPRETATION

The provisions of the Lease shall unless the context otherwise requires be construed as follows:-

- (a) Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally
- (b) Words importing one gender include all other genders and words denoting natural persons include corporations and unincorporated bodies
- (c) The singular includes the plural and vice versa
- (d) A covenant by a party not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party
- (e) A consent or approval to be given by the Landlord is not effective for the purposes of the Lease unless it is in writing and signed by or on behalf of the Landlord
- (f) Reference to a statute includes any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force
- (g) Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease
- (h) The expression "Landlord" (whenever the context so admits) includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and reference to "Superior Landlord" includes the Landlord's immediate reversioner at any time and reference to "Head Landlord" includes the Superior Landlord's immediate reversioner at any time
- (i) Any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of the Superior Landlord and the Head Landlord where such consent is required under the terms of the Head Lease and/or Superior Lease and their respective mortgagees (if any) but nothing in this Lease shall be construed as implying that any obligation is imposed upon the Superior Landlord, Head Landlord or any mortgagee not unreasonably to refuse or delay any such consent or approval provided that the Landlord uses reasonable endeavours to secure the consent of the Superior Landlord, Head Landlord or any mortgagee as may be relevant.
- (j) References to any right of the Landlord to have access to the Premises shall be construed as extending to the Head Landlord and Superior Landlord and to all persons authorised by the Landlord and the Head Landlord and the Superior Landlord (including agents professional advisers contractors workmen and others)

- (k) The expression "Tenant" whenever the context so admits includes its successors in title
- (l) The expression "Guarantor" includes not only the person named as third party to this Lease (if any) but also any person who enters into covenants with the Landlord to guarantee the observance and performance of the covenants on the part of the Tenant contained in this Lease
- (m) The Landlord may notwithstanding any provision to the contrary elsewhere in this Lease withhold consent or approval to any matter where the Superior Landlord's or Head Landlord's consent or approval is required and if the Landlord is unable to obtain it provided always that where the consent or approval of the Superior Landlord and/or Head Landlord is required for such matter the Tenant shall bear and indemnify the Landlord against the cost of obtaining such consent and all incidental professional fees and disbursements and the Landlord is to use all reasonable endeavours to obtain such consent

PART TWO : DEMISE

3. DEMISE

In consideration of the Rents and of the covenants and conditions hereinafter reserved and contained the Landlord demises the Premises to the Tenant for the Agreed Term with full title guarantee :-

- (a) together with the rights set out in Schedule 1 in so far as the Landlord is able to grant the same
- (b) except and reserving to the Landlord as set out in Schedule 2
- (c) subject to (and where relevant with the benefit of) the matters contained mentioned or referred to in the Head Lease and subject further to all rights easements restrictions covenants and liabilities affecting the Premises and without prejudice to the generality of the forgoing those listed in Schedule 3
- (d) yielding and paying to the Landlord without any deduction or set off (except as permitted by law or (whilst this Lease is vested in MITA) in accordance with Paragraph 11.4 of Schedule 1 of the Agreement for Lease)
 - (i) the Principal Rent by equal quarterly payments in advance on the Rent Payment Dates and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the next following Rent Payment Date to be paid on the Rent Commencement Date; and by way of further rent
 - (ii) the Provisional Service Charge in the manner set out in part five; and by way of further rent
 - (iii) the Insurance Rent; and by way of further rent
 - (iv) VAT on the Principal Rent and the Provisional Service Charge

PART THREE : TENANT'S COVENANTS

4. INTRODUCTION

With effect from and including the Term Commencement Date the Tenant covenants with the Landlord as set out in this part of the Lease

5. RENT

The Tenant shall pay to the Landlord the Rents as provided in Clause 3(d) of this Lease

6. OUTGOINGS

- 6.1 The Tenant shall pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings ("outgoings") now or at any time during the Term payable by the owner or occupier of or otherwise due solely in respect of the Premises and the Allocated Parking Spaces and against a fair and reasonable proportion of any outgoings due in respect of the Premises and the Allocated Parking Spaces and other land (except in each case any tax (other than VAT) assessed on the Landlord or any Superior Landlord in respect of its ownership of, rental income from or any dealing with its reversionary interest)
- 6.2 The Tenant shall pay and keep the Landlord indemnified against all VAT which may from time to time be charged on the Rents or on any other moneys payable by the Tenant under the Lease
- 6.3 The Tenant shall pay and indemnify the Landlord against all charges for electricity gas and other services at the Premises and at the Allocated Parking Spaces (where applicable in accordance with Clause 8) incurred during the Term
- 6.4 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities

7. REPAIR AND DECORATION

The Tenant shall (damage by an Insured Risk excepted save where the insurance monies are irrecoverable in whole or in part due to some act or default of the Tenant or anyone under the Tenant's control)

- (a) keep the Premises at all times in good and substantial repair and condition and where necessary rebuild and reinstate and to replace from time to time any Landlord's fixtures and fittings and appurtenances at the Premises which may be or become beyond economic repair during the Term or at the Determination of the Term
- (b) clean the Premises regularly and maintain them at all times in a clean and tidy condition
- (c) clean all windows regularly
- (d) decorate the Premises in a good and workmanlike condition with good quality materials (in any event not less frequently than once in any period of five years and also to the Landlord's reasonable specification in the last six months of the Term but not more than once in two consecutive years)

- (e) within three months (or sooner in emergency) of receipt of written notice from the Landlord of any breach of this Clause 7 to commence to carry out the repair, cleaning or decoration required to remedy the breach and proceed diligently with the execution of the work referred to in the notice and if the Tenant fails diligently to comply with such notice or shall fail to complete the work within 6 months and the Landlord enters the Premises to carry out such work the Tenant shall within 10 working days of written demand pay to the Landlord all proper costs which the Landlord reasonably incurs
- (f) to carry out any repairs and any external alterations or decoration in a good and workmanlike manner with good and proper materials in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out

8. ALTERATIONS

8.1 The Tenant shall not alter or interfere with any part of the Estate which is not comprised in the Premises

8.2 Notwithstanding the provisions of Clause 8.1 the Tenant shall be permitted to:-

- (a) alter the layout of the Allocated Parking Spaces;
- (b) install cycle lockers within the Allocated Parking Spaces;
- (c) make non-structural alterations within the Allocated Parking Spaces; and/or
- (d) install recharging point(s) for electrical vehicles within the Allocated Parking Spaces

but where any such alteration and/or installation:

- (i) shall affect the Landlord's use of the Car Park or any other person's use of the Car Park; or
- (ii) adds to the costs of operating the Car Park or the building in which the Car Park is located

the Tenant shall supply to the Landlord in advance a specification and plans (where applicable or necessary) for approval by the Landlord (such approval not to be unreasonably withheld or delayed) and any alteration and/or installation requiring such approval in accordance with this Clause 8.2 shall be carried out in accordance with the approval

PROVIDED THAT the Tenant shall be responsible for any and all capital expenditure incurred in relation to any such alteration and/or installation referred to in this Clause 8.2 including but not limited to the cost of installation of separate electricity meters, all charges incurred during installation and/or alteration and all charges for supply and usage of electricity during installation and during the usage of such recharging points

8.3 If the Tenant installs recharging points within the Allocated Parking Spaces in accordance with Clause 8.2 the Tenant shall arrange with the electricity provider for installation of appropriate meters or otherwise as appropriate and/or such measuring equipment as the Landlord shall deem reasonably necessary for electricity usage at each recharging point to be ascertained and indemnify the Landlord against all costs

and charges incurred during such installation and thereafter the usage of the recharging points

- 8.4 Insofar as any alterations and/or installation permitted in pursuance of Clause 8.2 cause the costs of maintenance of the Allocated Parking Spaces and/or Car Park to increase the Tenant shall indemnify the Landlord against all such increase in costs
- 8.5 Unless the Landlord confirms to the Tenant that reinstatement is not required the Tenant shall upon Determination of the Term reinstate the Allocated Parking Spaces to the original layout as at the date of the grant of this Lease and The Tenant shall remove any and all alterations or installations and make good any damage thereby caused
- 8.6 The Tenant shall not commit or permit waste on or at the Premises or on or at the Allocated Parking Spaces.
- 8.7 The Tenant shall not make any structural or external alterations or additions to the Premises save for Permitted Structural Alterations permitted pursuant to clause 8.8
- 8.8 The Tenant shall not make any Permitted Structural Alterations to the Premises without:-
- (a) obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents;
 - (b) making an application to the Landlord supported by drawings and (where appropriate) a specification in duplicate prepared by an architect or members of the same or other appropriate profession;
 - (c) entering into such covenants as the Landlord reasonably requires as to the execution and reinstatement of alterations;
 - (d) obtaining the prior written consent of the Landlord which shall not be unreasonably withheld or delayed.

Provided that the Tenant may install one or more ATMs within or on the exterior of the Premises subject to complying with paragraph (a) of this clause and where such machine(s) is to be installed on the exterior of the Premises subject also to obtaining the consent of the Landlord to the location of such machine(s) (such consent not to be unreasonably withheld or delayed) and taking into account the structural integrity of the Premises and the ability to reinstate the exterior of the Premises to its original state upon the removal of the ATM and any warranties relating to the structure of the Premises and exterior of the Premises where the ATM is located PROVIDED FURTHER that where required by the Landlord the Tenant shall reinstate the Premises at the Determination of the Term and make good all damage caused to the Premises and surrounding property by any such installation

- 8.9 (Save as permitted in Clause 8.8) the Tenant shall not make any opening in any boundary structure of the Premises.
- 8.10 The Tenant shall be permitted to make internal non structural alterations within the Premises without requiring the Landlord's consent.

8.11 The Tenant shall remove all alterations, additions or improvements made to the Premises at the expiration of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal.

8.12 It shall be lawful for the Landlord to enter onto the Premises and remove any alterations, additions or improvements made in non compliance with the provisions of this Clause 8 and execute such works as are necessary to restore the Premises to their former state and the expense thereof (including surveyors and professional fees) shall be paid by the Tenant to the Landlord upon demand

9. SIGNS/NOISE/MUSIC

The Tenant shall not:-

- (a) display any notice, sign, poster or advertisement which is visible from outside the Premises or any signage showing the name(s) and/or business name(s) of the Tenant and/or any sub-tenants or occupiers of the Premises except in a manner first approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- (b) create or permit to be created in the Premises any noise or vibration whatsoever (including music) which may be heard or felt outside the Premises
- (c) fix anything outside the Premises nor to the exterior or interior of any shop front fascia doors or windows unless permitted by Clause 9(a)
- (d) display any flashing or moving sign which is visible from outside the Premises

Notwithstanding the above the Tenant shall be permitted to display outside of the Premises or any part of it (or on the inside of the Premises so as to be visible from the outside of the Premises) non-illuminated signage on the roof and walls of the Premises and telecommunications equipment on the roof of the Premises as is reasonably required for the business of the Tenant Provided That such signage:

- (a) shall be in the corporate style of the Tenant's business from time to time;
- (b) in the case of both the signage and telecommunications equipment shall be in such locations first approved by the Landlord (such approval not to be unreasonably withheld or delayed);
- (c) shall have all necessary planning and other consents therefor.

PROVIDED THAT whilst the Tenant is MITA the Tenant shall be permitted to display a notice sign poster or advertisement on the exterior of the Premises with the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided such signage shall have all necessary planning and other consents therefor

In addition to any reinstatement on Determination of the Term by the Tenant, the Tenant must as soon as practicable reinstate the Premises upon removal of any such sign notice poster or advertisement

10. USER

10.1 The Tenant shall not use the Premises otherwise than for the Permitted User

- 10.2 The Tenant shall not use the Premises in a manner which may be or become or cause an actionable nuisance, disturbance, injury or damage to the Landlord
- 10.3 The Tenant shall not reside on the Premises nor use them for any sale by auction or for any dangerous, noisy or offensive purpose or for any illegal or immoral activity
- 10.4 The Tenant shall not make use of Conduits beyond their capacity nor in a manner which may block or damage them and in particular will not stop up or obstruct or permit oil, grease or other deleterious matter or substance to enter any drain or sewer
- 10.5 The Tenant shall comply with the Regulations provided that where the Regulations are inconsistent with or vary any other term or provision of this Lease the relevant term or provision of this Lease shall prevail
- 10.6 The Tenant shall not overload the structure of the Premises or the Car Park
- 10.7 The Tenant covenants not to transact business outside any building on the Premises, display or deposit anything outside the building on the Premises for sale (save that the Tenant may permit units used for restaurant or café use to situate tables and chairs outside their units provided always that such occupation is subject to complying with any reasonable regulations made by the Landlord in respect of such use)
- 10.8 The Tenant covenants not to discharge into any of the Conduits which serve the Premises in common with any adjoining property any noxious or deleterious matter or other substance that might cause an obstruction in or injury to the said conduits or be or become a source of injury or danger and in the event of any such obstruction danger or injury the Tenant shall forthwith make good all damage to the reasonable satisfaction of the Landlord.

11. ALIENATION

- 11.1 Unless otherwise permitted under this Clause 11 the Tenant shall not
- (a) part with possession of the Premises
 - (b) share possession of the Premises with another person
 - (c) allow anyone other than the Tenant, any lawful sub-tenant or occupier or their respective officers and employees to occupy the Premises

Assignment

- 11.2 The Tenant shall not assign a part (as distinct from the whole) of the Premises
- 11.3 The Landlord and the Tenant agree that, for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 the Tenant shall not assign the whole of the Premises:
- (a) unless the proposed 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 the assignment and (subject to the provisions of the 1995 Act) for the remainder of the Term the assignee will pay the rents and observe and perform all the provisions of the Lease (including this Clause 11.3) to be observed and performed by the Tenant; nor

- (b) (where the proposed assignee is a corporate body and the Landlord reasonably so requires) without first procuring a covenant by deed with the Landlord from a reasonably acceptable guarantor as surety for the assignee in accordance with the provisions of Part Nine of this Lease as though reference to "Tenant" were a reference to the assignee in Clause 48; nor
- (c) without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed); nor
- (d) unless where reasonably required by the Landlord the Tenant shall by a deed enter into an authorised guarantee agreement in respect of the assignee which shall satisfy the requirements set out in Schedule 6 (subject to appropriate modification as the parties may agree or to comply with the provisions of section 16 of the 1995 Act) provided that the Tenant shall not be required to enter into an authorised guarantee agreement where the assignee is either a Crown Body (or a local authority) or in the reasonable assessment of the Landlord has a materially stronger covenant than the Tenant; nor
- (e) unless there are no outstanding arrears of the Principal Rent (plus VAT thereon) Insurance Rent or Service Charge (plus VAT thereon) (except for any Service Charge in respect of which there is a bona fide dispute between the Landlord and the Tenant) due to the Landlord under this Lease either on the date when consent is granted by the Landlord to the assignment or on the date of assignment of this Lease; nor
- (f) unless the Tenant and/or the assignee complies with such other reasonable conditions as the Landlord may reasonably impose

Charges

- 11.4 The Tenant shall not charge a part (as distinct from the whole) of the Premises

Underlettings

- 11.5 A "permitted part" is an area of the Premises that forms or can reasonably be used as a discrete lettable area .
- 11.6 The Tenant shall not underlet the whole or a permitted part of the Premises:
- (a) unless the proposed undertenant has first covenanted by deed with the Landlord in such form as the Landlord may reasonably require that with effect from the date of the underlease and during the term thereof the undertenant will observe and perform all the provisions of the underlease to be observed and performed by the undertenant; nor
 - (b) except by way of a "permitted underlease"; nor
 - (c) without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed)
 - (d) where the permitted part to be underlet is not capable of being directly accessed externally or from the main service core on the applicable floor of the Premises as shown edged green on the Main Service Core Plans unless the underlease of the permitted part excludes the provisions of sections 24 –

28 of the Landlord and Tenant Act 1954 (where reasonably required by the Landlord)

11.7 A "permitted underlease" is an underlease which

- (a) is granted without any fine or premium;
- (b) reserves a rent which is not less than the open market rent reasonably obtainable for the underlease without a premium attributable to the permitted part taking into account whether rights to park within the Allocated Parking Spaces are included within the underlease of the permitted part (and a provision for review of such rent at the same time as this Lease and on an open market basis);
- (c) on an underletting of whole (where the term granted by the underlease includes any Review Date) incorporates provisions for the review of rent at the same times and on the same basis as in this Lease;
- (d) is (so far as is consistent with an underlease) in a form substantially the same as this Lease;

11.8 The Tenant shall enforce and shall not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) waive or vary the provisions of an underlease and shall operate at the relevant dates of review the rent review provisions contained in an underlease but shall not agree the rent upon such a review without prior approval of the Landlord such approval not to be unreasonably withheld or delayed

11.9 Upon every application for consent required by this clause to disclose to the Landlord such information as to the terms proposed as the Landlord may reasonably require in order to properly consider that application

Associated Companies

11.10 The Tenant and any undertenant may share occupation of the Premises with a company that is a member of the same group (as defined by Section 42 of the Landlord and Tenant Act 1954):

- (a) for so long as both the Tenant/undertenant and that company remain members of the same group; and
- (b) provided that within 21 days of such sharing the Landlord receives notice of the company sharing occupation and the address of its registered office; and
- (c) no relationship of landlord and tenant is thereby created; and
- (d) the company shall immediately vacate upon ceasing to be a member of the same group as the Tenant/undertenant; and
- (e) the Landlord receives notice of such vacating by the company within 21 days of such date

11.11 Whilst this Lease is vested in MITA or in a Crown Body the Tenant may share occupation of the Premises with another Crown Body or with any local authority or any body exercising powers under statute or by Royal Charter provided that no

relationship of landlord and tenant is thereby created and provided further that within 21 days of such sharing the Landlord receives notice of the Crown Body or other Authority sharing occupation and its address for service and further receives notice of the vacation of the Premises by such Crown Body or Authority within 21 days of such date

11.12 Notwithstanding the terms of Clause 11.10 the Tenant may share occupation of the Premises with any provider of information or facilities ancillary to the use of the Premises as offices (including for the avoidance of doubt the operator of any ATM installed in accordance with Clause 8.3) provided that within 21 days of such sharing the Landlord receives notice of the company or organisation sharing occupation and the address of its registered office or address for service and that no relationship of landlord and tenant is thereby created and the Landlord receives notice of such arrangement coming to an end within 21 days of such date

11.13 The Tenant shall not grant a licence in respect of any ATM at the Premises without first obtaining the Landlord's written consent to the location of any proposed ATM (such consent not to be unreasonably withheld or delayed) and in considering such licence for a ATM at the Premises both parties must take into account the structural integrity of the Premises and warranties affecting the same.

11.14 Registrations of Dispositions of this Lease

Within one month after a disposition of this Lease (a disposition being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or, on any transmission by death or otherwise, documentary evidence of devolution affecting the Premises) the Tenant shall produce a certified copy of the document effecting the disposition to the Landlord's solicitors and pay to the solicitors the fee they reasonably and properly require for the registration being not less than £50.00 (plus VAT)

12. LEGAL OBLIGATIONS

12.1 In this Clause 12 "Legal Obligation" means any present or future statute, statutory instrument or bye-law, or any present or future regulation, order, notice, direction, code of practice or requirement of any Authority in so far as it relates to the Premises or to their occupation or use but irrespective of the person on whom such obligation is imposed

12.2 If the Tenant receives from an Authority formal notice of a Legal Obligation it shall as soon as reasonably practicable produce a copy to the Landlord and if such notice is in the Landlord's reasonable opinion contrary to the interests of the Landlord the Tenant shall (at the cost of the Landlord) make such objection or representation against such Legal Obligation as the Landlord may reasonably require save where to do so is contrary to the Tenant's interests but otherwise shall at its own expense observe and comply with all Legal Obligations

Provided that the Tenant shall not be required to make such objections or representations whilst this Lease is vested in MITA or in a Crown Body

12.3 Where a Legal Obligation requires the carrying out of works the Tenant shall so far as such Legal Obligation permits also comply with the provisions of the Lease in relation to such works

- 12.4 The Tenant shall not do or omit to do in relation to the Premises or their use or occupation anything by reason of which the Landlord may incur any liability whether for costs, a penalty, damages, compensation or otherwise
- 12.5 The Tenant shall not cause or permit an actionable nuisance on or in relation to the Premises and if an actionable nuisance occurs shall as soon as reasonably practicable take all necessary action to abate it
- 12.6 Without prejudice to the generality of this Clause 12 the Tenant shall in particular observe and comply with all Legal Obligations of any appropriate Authority relating to health and safety, means of escape in case of fire, and the protection and preservation of life and property carrying out such works of modification and improvement to the Premises as may from time to time be required by such Legal Obligations (the Landlord however having the right (but not obligation) to carry out such works where the Legal Obligation affects both the Premises and other parts of the Estate as part of the Services)
- 12.7 The Tenant shall carry out any works to the Premises not only in accordance with all Legal Obligations but also with good quality materials and in a good and workmanlike manner to the reasonable satisfaction of the Landlord
- 12.8 The Tenant shall by way of indemnity only perform and observe all covenants and other provisions contained or referred to in any documents listed in Schedule 3 insofar as they relate to or affect the Premises or their use or occupation and are still subsisting save in so far as these relate to or arise in respect of the following documents:-
- (a) Lease dated 18 July 1985 made between The Mersey Docks and Harbour Company (1) Road Range Limited (2) and Robert Smith and Sons
 - (b) Agreement dated 6 May 1989 made between the Board of Trustees of the National Museum and Galleries on Merseyside (1) Robert Talbot Arthur Smith and others (2) and Road Range Limited (3)
 - (c) "the Canning Dock Conveyance" referred to in a conveyance dated 2 December 1988 made between The Mersey Docks and Harbour Company (1) and Merseyside Development Corporation (2)

13. PLANNING

- 13.1 The provisions of this Clause 13 supplement the general obligations imposed by Clause 12
- 13.2 The Tenant shall not commit a breach of planning control (as defined in Section 172(3) of the Town and Country Planning Act 2000) in relation to the Premises or the Allocated Parking Spaces
- 13.3 The Tenant shall observe and comply with the Planning Acts in relation to the Premises and the Allocated Parking Spaces.
- 13.4 The Tenant shall make no application under the Planning Acts (whether for planning permission or otherwise) in relation to the Premises or the Allocated Parking Spaces without the Landlord's prior consent and then only in a form previously approved by the Landlord (which consent and approval shall not be unreasonably withheld or delayed)

13.5 The Tenant shall supply to the Landlord promptly and without further request copies of all applications, notices, decisions and other formal communications made or received by the Tenant under the Planning Acts which relate in any way to the Premises or the Allocated Parking Spaces

13.6 Where a planning permission imposes conditions and the Tenant implements the planning permission it will carry out prior to the Determination of the Term all works which the planning conditions may at any time require unless the Landlord requires reinstatement of the Premises or the Allocated Parking Spaces to their state and condition before the works commenced

14. DEFECTIVE PREMISES

The Tenant shall as soon as reasonably practicable after becoming aware of the same give notice to the Landlord of any defect in the Premises in respect of which the Landlord may have a liability or duty of care under the Lease, the Defective Premises Act 1972 or otherwise

15. ENCROACHMENTS

15.1 The Tenant shall not stop up, darken or obstruct any window or light at the Premises

15.2 The Tenant shall not permit any new window, light, opening, doorway, pathway, Conduit or other encroachment or easement being made or acquired in, against, out of, or upon the Premises

16. LANDLORD'S RIGHTS

16.1 The Tenant shall permit the Landlord, the Superior Landlord, the Head Landlord and persons authorised by any of them to exercise any right excepted and reserved by Schedule 2 and in addition the right to enter the Premises and/or Allocated Parking Spaces (as applicable) at all reasonable times after not less than 10 working days' notice (except in emergency) with tools and equipment (if appropriate):

- (a) to inspect the Premises to ascertain whether the Tenant is complying with the Lease or to view their state and condition or to make surveys or to show the Premises to prospective tenants or purchasers
- (b) to execute works following the Tenant's failure to comply with a notice served under Clause 7(e) (without prejudice to any other remedy available to the Landlord) and also pursuant to Clause 12.6
- (c) to take schedules or inventories
- (d) to inspect or execute works of repair, maintenance, decoration, construction, alteration, improvement or otherwise to the Premises or other property (including those parts of the Retained Property within or bounding the Premises) or in connection with the provision of Services under Part Five of this Lease but only to the extent such works cannot be carried out without entry to the Premises
- (e) to comply with an obligation contained in the Head Lease and/or the Superior Lease

PROVIDED THAT in the exercise of any of these rights the person entering causing as little damage and disturbance as is reasonably practicable to the Tenant's use and enjoyment of the Premises and making good as soon as practicable any damage to the Premises and the Tenant's fixtures and fittings so caused

- 16.2 The Tenant will permit the affixation to suitable parts of the Premises of reletting notices during the six months preceding the Determination of the Term except where the Tenant has taken steps to renew this Lease

17. COSTS

- 17.1 The Tenant shall pay and indemnify the Landlord against all liability, costs, fees, charges, disbursements and expenses connected with, incidental to, directly consequent upon and (where appropriate) in reasonable contemplation of:

- (a) an application for the Landlord's consent (whether or not the consent is given (but not where the consent is unlawfully withheld or granted subject to unlawful conditions) or the application is withdrawn) provided such costs are reasonable;
- (b) a schedule of dilapidations during the Term or within 6 months after the Determination of the Term;
- (c) notice pursuant to a provision of the Lease or under Sections 146 or 147 of the Law of Property Act 1925 and proceedings under those Sections even if forfeiture is avoided otherwise than by relief granted by the Court;
- (d) the recovery of arrears of the rents or other sums payable under the Lease;
- (e) the enforcement of any covenant or obligation of the Tenant under the Lease;
- (f) abating a nuisance which the Tenant fails to abate (where the Tenant is liable to do so under the terms of this Lease)

- 17.2 The Tenant shall pay any fees properly chargeable by the Head Landlord pursuant to clause 6.3 of the Head Lease insofar as they relate to the Premises and arise out of the act or default of the Tenant within 20 working days of demand

18. INTEREST

- (a) Without prejudice to any other right or remedy of the Landlord the Tenant shall pay to the Landlord Interest on any Rents and VAT (if applicable) not paid to the Landlord within 10 working days after the date when it is due and on any other sum due under this Lease which is not paid to the Landlord within 20 working days after the date when it is due (in the case of the Principal Rent whether payment is formally demanded or not)
- (b) Nothing in this clause shall either oblige the Landlord to demand or accept payment of Rents whilst there is a subsisting breach of covenant by the Tenant or shall entitle the Tenant to withhold or delay any payments of rents or other sum due under this Lease after the date upon which it falls due or in any way prejudice affect or derogate from the rights of the Landlord in relation to the said non payment including (without limitation) under the proviso for re-entry

19.

INDEMNITY

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all proper claims, damages, actions or proceedings made or brought all losses, damages, costs, expenses and liabilities properly incurred, suffered or arising directly or indirectly in respect of or otherwise connected with:-

- (a) the use and occupation of the Premises by the Tenant, any person at the Premises or in occupation of the Premises expressly or impliedly with the Tenant's authority or any sub tenants;
- (b) the state of repair and condition of the Premises (where the responsibility of the Tenant under Clause 7);
- (c) any act omission or negligence of the Tenant or of any other person at the Premises with express or implied authority of the Tenant or of any one deriving title through the Tenant;
- (d) any breach of any covenant or other provision of the Lease to be observed or performed by the Tenant; and/or
- (e) exercise of the rights granted to the Tenant in Schedule 1

20. WAYLEAVES

The Tenant shall as soon as reasonably practicable following written request by the Landlord and at the Landlord's sole cost and expense join in and be party to any deed or document required by the Landlord the Superior Landlord or the Head Landlord to grant easements or wayleaves over the Allocated Parking Spaces to any public authority or utility provider in connection with Services to be provided for the benefit of the Estate or any part of it provided such easements or wayleaves do not materially interfere with the Tenant's use of and enjoyment of or access to the Allocated Parking Spaces except in the case of an emergency or where necessary on a temporary basis causing as little disturbance as is practicable

21. YIELD UP

21.1 Upon the Determination of the Term the Tenant shall:-

- (a) yield up the Premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under this Lease including (without limitation) any obligations for reinstatement on its part contained in this Lease or in any document supplemental to it; and
- (b) remove all signs and tenant's fixtures and fittings and effects making good any physical damage to the Premises thereby caused save that the Tenant shall not be required to remove the Tenant's Enhancements
- (c) remove all Tenant's Fitting Out Works unless notified by the Landlord not to do so ;
- (d) not be liable for any dilapidations in respect of the Tenant's Enhancements or the Tenant's Fitting Out Works

- (e) yield up the Premises so far as MITA occupy the same with vacant possession

21.2 The provisions of Clause 21 shall apply to the Plant and the part of the Premises in which the Plant is situated (*mutatis mutandis*)

22. SUPERIOR LEASE AND HEAD LEASE

22.1 The Tenant shall not do anything or omit to do anything or permit anything to be done which would constitute a breach of the tenant's covenants and conditions in the Superior Lease or the Head Lease or cause the Landlord as tenant under the Superior Lease to be in breach of the tenant's covenants and conditions in the Superior Lease or cause the Superior Landlord as tenant under the Head Lease to be in breach of the tenant's covenant and conditions in the Head Lease and

22.2 The Tenant shall indemnify and keep indemnified the Landlord against all damage, loss, cost, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or properly incurred by the Landlord arising out of any breach by the Tenant of the immediately preceding covenant

PART FOUR : INSURANCE

23. DEFINITIONS

Where in this part the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:

23.1 Insured Risks

Risks of loss or damage by fire, storm, tempest, flood, lightning, explosion, aircraft, articles dropped from aircraft, riot, civil commotion, malicious damage, impact, bursting and overflowing of water tanks apparatus and pipes, terrorism, earthquake, landslip, subsidence, heave and by such other perils against which the Landlord may reasonably insure (or the Superior Landlord or Head Landlord may require in accordance with the terms of either the Superior Lease or the Head Lease) and subject always to such risks being insurable on economic terms and available in the insurance market at the relevant time

23.2 Insurance

Insurance effected in such insurance office of repute or with such underwriters and through such agency as the Landlord may reasonably decide (acting in accordance with the requirements of the Superior Lease) and subject to such excesses, exclusions, limitations and conditions as the insurer may properly require or the Landlord may properly negotiate and covering:

- (a) "Plot 3" demised pursuant to the Superior Lease which for the avoidance of doubt includes the Premises (the **Insured Property**) (but specifically excluding tenant's and trade fixtures and fittings) against the Insured Risks for a sum sufficient to cover the cost of reinstatement assuming total loss including all applicable VAT and ancillary costs (such as site clearance and professional fees) and appropriate allowance for inflation in the name of the Landlord with the interest of the Head Landlord and (in circumstances where

the insurance policy does not contain a general provision noting tenants interests) the Tenant noted on the policy

- (b) Loss of Rent
- (c) third party and public liability in respect of the Insured Property for such sum (being not less than £5million) as the Landlord (acting reasonably) may from time to time consider prudent

23.3 Loss of Rent

The loss of all Principal Rent and Service Charge and applicable VAT for such period (being not less than four years) as the Landlord may from time to time reasonably consider sufficient to complete full reinstatement of the Premises following a total loss and for such sum as takes into account any likely rent review during that period

24. LANDLORD'S INSURANCE COVENANTS

24.1 The Landlord covenants with the Tenant that from and including the date of Practical Completion until the Determination of the Term provided always that the Tenant pays the Insurance Rent

- (a) the Landlord will effect and maintain or procure Insurance (but in respect of the Insured Property only so far as it is not vitiated by any act, neglect or default of the Tenant, anyone deriving title through the Tenant or anyone at the Premises under the Tenant's control) in accordance with the requirements of this Lease and the Superior Lease and seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Insured Property such insurance to be at a cost which is not excessive having regard to the market norm for insurance of a building of the size and nature of the Insured Property
- (b) the Landlord will upon reasonable request from time to time produce to the Tenant a copy or full details of the policy or policies of Insurance and evidence that they are in force
- (c) the Landlord will notify the Tenant of any material change in the provisions of any policy of Insurance from time to time which is material to the Tenant
- (d) in the event of any loss or damage by the Insured Risks the Landlord will apply all moneys received from the insurer (save in respect of Loss of Rent) and from the Tenant pursuant to Clause 25 (and from any other tenant pursuant to a similar covenant) in making good such loss or damage by carrying out any necessary works of reinstatement as soon as reasonably practicable making up any shortfall from the Landlord's own monies provided always that the Landlord shall not be liable to rebuild or reinstate the Premises if the Landlord is unable (having used its endeavours) to obtain all planning permissions permits and consents necessary to execute such rebuilding or reinstating in which event the Landlord shall be entitled to retain all the insurance monies received by it and provided further that the Landlord shall be entitled to replace the building originally comprised within the Premises by a building as similar as reasonably possible in concept thereto and (having regard to the principles of good estate planning) of a similar order and size and being in about the same position as its predecessor provided

that the use and enjoyment of the Premises and the ability of the Tenant and any lawful occupier to use the Premises beneficially for the use permitted by this Lease shall not thereby be adversely affected

- 24.2 The Landlord further covenants with the Tenant that from and including the Term Commencement Date until and including the date of Practical Completion the Landlord will procure that the Premises are insured in their full reinstatement cost in accordance with the terms of the Agreement for Lease and the Landlord will procure that the interest of the Tenant is noted upon such insurance policy (including by way of general endorsement) and where this clause applies the Landlord covenants to observe and perform the terms of clause 24.1(b) on the basis that reference to Insurance means the insurance cover effected pursuant to the obligations in the Agreement for Lease

25. TENANT'S INSURANCE COVENANTS

- 25.1 The Tenant covenants with the Landlord that for the period commencing on the date of Practical Completion it will pay to the Landlord on demand:

- (a) the whole of all premiums (net of any commission paid) and other expenses properly incurred by the Landlord in effecting and maintaining Insurance ; and
- (b) the whole of all insurance premiums payable by the Landlord to the Superior Landlord pursuant to the provisions of clause 3(e)(ii) of the Superior Lease

26. ABATEMENT OF RENT

- 26.1 If the Premises are destroyed or so damaged by an Insured Risk such that the Premises are wholly or partially unfit for occupation or use or inaccessible and to the extent that Insurance in respect of Loss of Rent has not been vitiated or any payment refused by reason of some act, neglect or default of the Tenant, someone deriving title through the Tenant, or some person under their control (credit being given for any ex-gratia payments made to the Landlord by the insurers) then the Principal Rent and Service Charge or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the earlier of expiry of the period of cover against Loss of Rent or until the Premises are again fit for occupation and use and accessible

- 26.2 Any dispute as to the amount or duration of such cesser of Principal Rent and Service Charge shall be referred to arbitration under the Arbitration Act 1996 the arbitrator to be appointed (failing agreement between the Parties) by the President of the Royal Institution of Chartered Surveyors upon the application of either the Landlord or the Tenant

27. TENANT'S FURTHER INSURANCE COVENANTS

The Tenant further covenants with the Landlord that:-

- (a) the Tenant will comply with the insurers' requirements in relation to the Premises or the Estate which are notified in writing by the Tenant and will not do or permit or do anything which may make any policy of Insurance or any policy maintained by the Superior Landlord in respect of the Estate void or

voidable in whole or in part or increase the premium for any policy but if as a result of a breach of this covenant a premium is increased then the Tenant will within 10 working days of written demand pay to the Landlord the whole of such increase

- (b) the Tenant will maintain such fire fighting equipment on the Premises as the insurer or an Authority may require
- (c) the Tenant will as soon as reasonably practicable after becoming aware of the same notify the Landlord of any loss, damage or destruction of or relating to the Premises or the Allocated Spaces by an Insured Risk
- (d) the Tenant will within 10 working days of written demand pay to the Landlord an amount equal to all moneys which the Landlord is unable to recover under a policy of Insurance by reason of an act, default or omission of the Tenant and all such moneys which are irrecoverable by reason of the imposition by the insurer or the reasonable acceptance by the Landlord of an obligation to bear part of an insured loss (commonly called an excess)
- (e) the Tenant shall not effect any insurance equivalent to the Insurance but if in breach of this covenant it does so it shall pay to the Landlord all moneys received under such insurance

28. OPTIONS TO DETERMINE

- (a) If the rebuilding or reinstatement of the Premises or the means of access (if any) to them has not been completed three years and eleven months after the occurrence of the damage by an Insured Risk, either party may terminate this Lease at any time thereafter by serving one months' written notice to that effect and this Lease shall terminate at the expiry of that notice provided that no such notice will be effective if the Premises and the means of access (if any) to them have been rebuilt or reinstated prior to the service of such notice
- (b) It is hereby agreed that all money received in respect of the insurance effected is to belong to the Landlord absolutely
- (c) The termination of this Lease under this clause shall not affect any liability which has accrued at any time before the time of termination

PART FIVE: SERVICE CHARGE

29. THE SERVICES

In this part of the Lease the "Services" are the following services to the extent that they are appropriate to the security management and maintenance of the Estate in accordance with good estate management including (but not limited to):-

- (a) the inspection, repair, servicing, maintenance, insurance and rebuilding (where beyond economic repair) of the Retained Property
- (b) cleaning the Retained Property and refuse disposal from the Retained Property

- (c) maintaining landscaping and other decorative features (such as landscaped areas, flowers and seasonal decorations) within the Retained Property and decorating the Retained Property
- (d) operating all Facilities required in the Retained Property by an Authority and such other Facilities as may reasonably from time to time be provided to the Retained Property
- (e) providing such further Facilities to the Retained Property as an Authority may require
- (f) carrying out such works and taking such other action as are reasonably appropriate in respect of the Retained Property in order to comply with the lawful requirements of an insurer of the Retained Property or an Authority;
- (g) such other services in respect of the Retained Property as the Landlord in its reasonable discretion shall think proper or beneficial for the better and more efficient management and use of the Estate and which benefit all of the tenants in the Estate;

For the purposes of Part Five of this Lease and Clauses 29, 30, 31 and 32 and any calculation of Service Charge payable by the Tenant; the cost attributable to all parts of the structure and/or foundations of Block 1, Block 2 and the Car Park payable by the Tenant shall be limited to a fair and reasonable proportion and take into account and reflect the fact that the Tenant has a right to use the Allocated Parking Spaces being a proportion of the Car Park

30. SERVICE COSTS

In this part of the Lease "Service Costs" means the reasonable and proper cost of providing the Services and defraying the reasonable and proper costs and expenses relating and reasonably incidental thereto including (without prejudice to the generality of the foregoing) the aggregate of:-

- (a) all rates, taxes, charges, assessments and outgoings properly payable in respect of all or any part of the Retained Property;
- (b) the cost of electricity, gas, oil or other fuel supplies for the provision of the Services and otherwise consumed in the Retained Property;
- (c) the cost of employing or arranging for the employment of staff to provide the Services such cost to include all incidental expenditure such as (without prejudice to the generality of the foregoing) that relating to: insurance, pension and welfare contributions; the provision of clothing; the provision of tools and equipment;
- (d) the cost of maintaining and (where beyond economic repair) renewing such equipment, materials and supplies as are from time to time required in order to provide the Services;
- (e) the cost of all maintenance and other contracts reasonably entered into in relation to the provision of the Services;
- (f) the cost to the Superior Landlord of complying with the requirements of any Authority in so far as they relate to the Retained Property;

- (g) the cost of preparing and auditing Service Charge accounts (whether carried out by the Superior Landlord or by the Superior Landlord's agents or accountants);
- (h) the cost of obtaining such professional advice as may from time to time reasonably be required in relation to the management of the Retained Property and the provision of Services;
- (i) VAT (or other tax) where chargeable on any of the Service Costs to the extent that it cannot be recovered by the Landlord;
- (j) the proper and reasonable fees of managing agents retained by the Superior Landlord in relation to the management of the Estate and the provision of the Services (or where the task is carried out by the Superior Landlord a reasonable charge for the Superior Landlord in relation thereto) provided that such fees shall not exceed 10% of the Service Costs (net of any management fees included as part of the Service Costs);

PROVIDED THAT the Service Costs shall exclude:

- (i) Any expenditure incurred in constructing or refurbishing the Estate or constructing any extension or addition to it.
- (ii) The initial provision of any capital items for the Estate.
- (iii) Any expenditure incurred as a result of Insured Risks.
- (iv) Any expenditure recoverable from third parties including without limitation expenditure recoverable pursuant to warranty claims.
- (v) Any costs incurred in enforcing rights against third parties
- (vi) Management expenses for the following:
 - (A) collection of Principal Rent and Service Charge and car park rent and arrears from other tenants and occupiers;
 - (B) enforcing obligations against other tenants and occupiers of the Estate.
- (vii) Any costs associated with rent reviews or lease renewals.
- (viii) Any costs relating to the letting or re-letting of any part of the Estate
- (ix) Any costs and expenses attributable to those Units which are unlet and are or were constructed adapted or designed for separate letting from time to time.
- (x) Any expenditure incurred in relation to the promotion of the Estate.
- (xi) Any expenditure incurred in relation of the act or omission or negligence of the Landlord or its agents, employees or contractors in the provision of the Services or other persons providing or purporting to provide a Service.
- (xii) Any expenditure incurred as a result of inherent or latent defects in the Premises or any other building on the Estate.

- (xiii) Any expenditure incurred in complying with any requirements under the Planning Acts or the terms of any agreement under s106 of the Planning Act 1990 relating to the development of the Estate (or any part of it)
- (xiv) Any costs incurred pursuant to clause 5 of a Section 177 Agreement dated 28 September 2007 made between (1) Liverpool City Council and (2) the Landlord

31. PROVISION OF SERVICES

The Landlord covenants with the Tenant to procure that the Services are provided by the Superior Landlord in accordance with the terms of the Superior Lease from and including the Term Commencement Date until the Determination of the Term in an economic and efficient manner in accordance with the principles of good estate management but the Landlord will have no liability to the Tenant:-

- (a) for the interruption of a Service for reasons of inspection, maintenance, repair or other necessary works (in which event the Landlord will procure that the Service is restored as soon as reasonably practicable);
- (b) for failure to provide a Service due to damage, breakdown, inclement weather, shortage of fuel or water, or any other cause beyond the Landlord's control (although the Landlord will then take all reasonable steps to procure that such Service is restored or provide an alternative Service as soon as reasonably practicable);
- (c) for withdrawal of a Service if the Superior Landlord reasonably considers it is no longer appropriate or no longer for the benefit of the occupiers of the Estate to provide the relevant Service the Superior Landlord acting in accordance with the principles of good estate management provided that the Landlord shall notify the Tenant before the Superior Landlord withdraws a Service.

PROVIDED THAT where paragraphs (a) and/or (b) apply the Landlord shall use reasonable endeavours to procure the reinstatement of the relevant Service as soon as practicable

32. THE SERVICE CHARGE

32.1 Where in this Clause 32.1 the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires;

(a) Account Date

31st December in each year or such other date in each year as the Superior Landlord may reasonably stipulate

(b) Account Period

The period from and excluding one Account Date up to and including the next Account Date

(c) Account Statement

A statement certified by a duly qualified surveyor or accountant (and in the absence of manifest error to be accepted by the Tenant as conclusive) showing: the Total Charge for the relevant Account Period; a detailed breakdown of the Service Costs for the relevant Account Period; details of all Provisional Service Charge received in respect of the relevant Account Period; and any shortfall or overpayment of Service Costs for the relevant Account Period

(d) Due Proportion

A fair and reasonable proportion reasonably determined by a duly qualified surveyor or accountant of the Landlord but which (in the absence of special circumstances) will represent the proportion which the Gross Internal Area of the Premises during the relevant Account Period bears to the total Gross Internal Area of all Units on the Estate during the relevant Account Period provided that in no circumstances shall the reasonable proportion payable by the Tenant exceed 36% of the Service Costs and provided further that the proportion payable by the Tenant for any Services relating to the Car Park (and any areas associated with the Car Park) shall represent the proportion which the Allocated Parking Spaces bears to the total number of car parking spaces in the Car Park which shall not exceed 24.8%

(e) Gross Internal Area

The gross internal area of the Premises or Units (as applicable) measured in accordance with Core Definition 2 of the Code of Measuring Practice published by The Royal Institution of Chartered Surveyors (Sixth Edition)

(f) Provisional Service Charge

Payment on account of the Service Charge as provided for in Clause 32.2

(g) Service Charge

The Due Proportion of the Total Charge

(h) Total Charge

The total of all Service Costs during an Account Period net of any receipts from insurers, the Tenant or other occupiers of the Estate or any third parties (such receipts including by way of example advertising revenue, concessions fees and car parking revenue so far as the same does not relate to the revenue received from the Car Park but such receipts shall not include any sums received by way of service charge)

- 32.2 The Tenant hereby covenants to pay to the Landlord by way of equal instalments in advance on each Rent Payment Date during the Term and proportionately for less than an Account Period (the first payment or proportionate payment (being in respect of the First Provisional Service Charge during the first Account Period of the Term) to be made on the Term Commencement Date) a Provisional Service Charge being the Due Proportion of such reasonable sum as the Landlord may (acting reasonably and properly) notify in writing to the Tenant having regard to actual and anticipated Service Costs for the Account Period in question and being also based (where

possible) on Service Costs for the previous Account Period provided that any such sum shall not exceed the sums payable by the Landlord to the Superior Landlord pursuant to clause 28.2 of the Superior Lease save that where any of the Services are provided by the Landlord in the event these are not provided by the Superior Landlord the Landlord shall be entitled to recover the Due Proportion of the relevant Services Costs from the Tenant but only on the basis that any sums paid by the Tenant in advance for such service are offset against the sum demanded by the Landlord so that the outstanding liability of the Tenant to the Landlord shall be for the net amount only

32.3 As soon as practicable after an Account Date the Landlord shall submit to the Tenant an Account Statement for the Account Period ending on that Account Date and:-

- (a) if the Account Statement shows that a balance of Service Charge is due from the Tenant the Tenant shall pay such balance to the Landlord within 10 working days of receipt of the Account Statement
- (b) if the Account Statement shows that a balance of Service Charge is due to the Tenant such balance shall during the Term be set off against future Service Charge payments and following the Determination of the Term paid to the Tenant within 20 working days of the receipt of the Account Statement for the last Account Period

provided that any such balance payable by the Tenant shall not exceed any corresponding balance payable by the Landlord to the Superior Landlord pursuant to the terms of the Superior Lease save where the Tenant is in default with the on account payments payable under the terms of this Lease save that where any of the Services are provided by the Landlord in the event these are not provided by the Superior Landlord the Landlord shall be entitled to recover the Due Proportion of the relevant Services Costs from the Tenant but only on the basis that any sums paid by the Tenant in advance for such service are offset against the sum demanded by the Landlord so that the outstanding liability of the Tenant to the Landlord shall be for the net amount only

32.4 Where the Term Commencement Date and the date of Determination of the Term do not coincide with the beginning or end respectively of an Account Period the Service Charge for the initial and final partial Account Periods shall be that proportion of the Service Charge which relates to the period on and from the Term Commencement Date or ending on the date of Determination of the Term as the case may be apportioned on a daily basis according to the number of days in the whole of the relevant Account Period

32.5 The provisions of this Clause 32 will survive the Determination of the Term

PART SIX : LANDLORD'S COVENANTS

33. QUIET ENJOYMENT

The Landlord covenants with the Tenant from and including the Term Commencement Date until the Determination of the Term to permit the Tenant peaceably and quietly to hold and enjoy the Premises 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

34. **SUPERIOR LEASE**

- (a) The Landlord covenants with the Tenant to pay the rent reserved by the Superior Lease and to observe and perform the obligations on the part of the lessee contained in the Superior Lease save to the extent that the Tenant is liable to observe and perform the same by reason of the covenants on its part contained in this Lease
- (b) The Landlord acknowledges the right of the Tenant to production of a certified copy of both the Superior Lease and the Head Lease
- (c) If the Tenant does or proposes to do any matter or thing for which the consent of the Superior Landlord or Head Landlord is required, the Landlord shall take all such steps and actions as the Tenant shall reasonably request to obtain such consent subject to the Tenant indemnifying the Landlord against the reasonable and proper cost of obtaining such consent and all reasonable incidental professional fees and disbursements reasonably incurred thereto
- (d) The Landlord covenants with the Tenant to use all reasonable endeavours to procure compliance by the Superior Landlord with its covenants and obligations contained in the Superior Lease and shall make such reasonable representations to the Superior Landlord concerning the provision of the Services (including the level of the Service Charge) as the Tenant reasonably requires
- (e) The Landlord covenants with the Tenant to pass to the Tenant as soon as reasonably practicable copies of all communications received from the Superior Landlord pursuant to this clause 34 or pursuant to the terms of the Superior Lease where such communications relate to the Premises or to the Common Parts
- (f) The Landlord covenants with the Tenant to pay all costs levied by Liverpool City Council (or any successor in title) pursuant to clause 5 of an Agreement under Section 177 of the Highways Act 1980 dated 28 September 2007 and made between (1) Liverpool City Council and (2) the Superior Landlord and the Landlord indemnifies the Tenant against any costs losses or expenses suffered by the Tenant arising out of any breach of this clause by the Landlord

PART SEVEN : MISCELLANEOUS PROVISIONS

35. **USER**

The Landlord does not warrant that the Premises may lawfully be used for any purpose authorised under the Lease

36. **NOTICES**

- 36.1 A notice by one Party (the "sender") to another (the "recipient") is duly served if in writing and either delivered to the recipient or sent by registered or recorded delivery post addressed to the recipient at his address as stated in this deed or as from time to time notified to the sender
- 36.2 In this Clause 36 "writing" includes facsimile and "delivered" includes communication by such means in which event service is deemed to be effected when the sender has

finished transmitting the notice unless either the sender knows or ought reasonably to know that the transmission has failed or is incomplete (in which case service is not effected until the notice has been duly transmitted) or transmission takes place outside normal business hours (in which case notice is deemed to be served when normal business hours next commence)

- 36.3 In this Clause 36 "working day" means any day except Saturday, Sunday or a bank or public holiday and "normal business hours" are 9.30 a.m. to 5.30 p.m. on a working day

37. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Parties hereto agree that they do not intend any terms of this Lease to be enforceable by any third party who but for that Act would not have been entitled to enforce such terms

38. ENVIRONMENTAL PROTECTION ACT 1990

Notwithstanding anything to the contrary herein as between the Landlord and the Tenant the provisions of Part IIA Environmental Protection Act 1990 shall prevail

39. EASEMENTS

- 39.1 The Tenant is not entitled to and the Premises do not enjoy any right of light or air which might restrict or interfere with the free use of any other property for building or any other purpose

- 39.2 The operation of Section 62 of the Law of Property Act 1925 is excluded from the Lease and the only rights granted with the Premises are those expressly granted in the Lease

- 39.3 A person exercising any right of entry granted or reserved under the Lease in order to carry out works must:

- (a) give reasonable prior written notice to the relevant Party (except in emergency);
- (b) exercise the right in a manner which causes as little damage and inconvenience as is practicable in the circumstances; and
- (c) make good any physical damage caused as soon as is reasonably practicable

40. COVENANTS

Nothing contained or implied in the 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 other property

41. LIABILITY

The Landlord is not responsible to the Tenant or to anyone in the Premises with the Tenant's express or implied authority for any accident, injury, damage or loss save for any accident, injury, damage or loss resulting or alleged to result from the

negligence or wrongful act or omission of the Landlord or any employee, officer or agent of the Landlord

42. JURISDICTION

The Parties hereby submit to the jurisdiction of the English Courts

43. DISPUTE RESOLUTION

43.1 (Save where expressly otherwise provided in this Lease) any dispute or difference relating to a matter of fact (but not law) which shall arise between the Parties relating to the subject matter of this Lease shall if either Party so requires at any time (having failed to resolve such dispute or difference within 25 Working Days) by notice served on the other ("Dispute Notice") be referred to the decision of an independent expert acting as an expert and not as an arbitrator ("Expert")

43.2 The Expert shall be appointed by agreement between the Parties or (if within ten working days after service of the Dispute Notice the Parties have been unable to agree) then on the application of either of them to such of the following persons as the Parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:-

- (a) the President for the time being of The Royal Institution of Chartered Surveyors;
- (b) the President for the time being of The Royal Institute of British Architects;
- (c) the President for the time being of the Law Society of England;
- (d) the President for the time being of the Institute of Chartered Accountants of England and Wales

and if the Parties have been unable to agree as to which of the foregoing persons they should make application then to the President for the time being of the Law Society of England

43.3 The fees and expenses of the Expert including the cost of his nomination shall be borne as directed by the Expert or in the absence of direction equally by the Parties who shall otherwise bear their own costs

43.4 The Expert shall afford the Parties an opportunity to make representations to him

43.5 If the Expert nominated pursuant to this Clause 43 shall die delay or become unwilling unfit or incapable of acting or if for any other reason the relevant President or the person acting on his behalf shall in his absolute discretion think fit he may on the application of either of the Parties by writing discharge the Expert and appoint another in his place

44. SUSPENSION OF TENANT'S COVENANTS

From the Term Commencement Date until the Date of Practical Completion (or if earlier the date of beneficial use and occupation of the Premises by the Tenant) the tenant's covenants in this Lease (other than the covenant to pay the Initial Rent from the Rent Commencement Date) including without limitation any obligations relating to the state of repair or condition of the Premises together with any obligations to

comply with relevant legislation in respect of the Premises or to pay any sums in respect thereof shall be suspended notwithstanding anything to the contrary in this Lease

PART EIGHT: FORFEITURE

45. RIGHT OF RE-ENTRY

The Landlord may at any time after the occurrence of any of the following events re-enter the Premises whereupon this demise shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any arrears of rents or any antecedent breach of covenant):

- (a) the rents (or any of them or any part thereof) remain unpaid 28 days after they are due (in the case of the Principal Rent whether formally demanded or not); or
- (b) if any covenant or stipulation in the Lease which is to be performed or observed by the Tenant is not performed or observed; or
- (c) if the Tenant (or any one party included within the definition of the Tenant) becomes Insolvent (as defined in Clause 46)

46. INSOLVENCY

"Insolvent" means for the purposes of this part of the Lease:

- (a) in relation to a company that:
 - (i) it is deemed unable to pay its debts as defined in Section 123 of the Insolvency Act 1986 (referred to as the "Act" in the remainder of this Clause 46); or
 - (ii) a proposal is made for a voluntary arrangement under Part I of the Act; or
 - (iii) an administration order is made under Part II of the Act; or
 - (iv) a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise; or
 - (v) it goes into liquidation as defined in Section 247(2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction while solvent); or
 - (vi) a provisional liquidator is appointed under Section 135 of the Act; or
 - (vii) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985; and
- (b) in relation to an individual that:
 - (i) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act; or

- (ii) a bankruptcy order is made by the Court; or
- (iii) he enters into a deed of arrangement

PART NINE: GUARANTEE

47. INTRODUCTION

The Parties agree and declare as follows

- a) where a surety for an assignee is required such surety shall covenant with the Landlord as if it were the Guarantor under the Lease except that the guarantee will take effect only from the date of the relevant assignment and for the period during which the relevant assignee is bound by the tenant covenants of this Lease or the tenant covenants of any underlease (as the case may be) together with any additional period during which that assignee is liable under an authorised guarantee agreement
- b) where a surety for an undertenant is required such surety shall covenant with the Landlord as if it were the Guarantor under the Lease except that the guarantee will extend only to the obligations of the undertenant under the underlease and the provisions relating to disclaimer of the Lease will not apply

And reference to "Liability Period" in Clause 48 shall be construed accordingly

48. GUARANTOR'S COVENANT

The Guarantor covenants with the Landlord (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) as a sole or principal debtor or covenantor that:

- (a) during the Liability Period the Tenant shall punctually pay the Rents and observe and perform the covenants and other provisions of the Lease and in case of default the Guarantor will pay the Rents and observe and perform the covenants and provisions in respect of which the Tenant is in default and make good to the Landlord within 10 working days of written demand all proper losses, damages, costs and expenses thereby properly arising or properly incurred by the Landlord
- (b) the liability of the Guarantor under Clause 48(a) shall not be affected in any way by:
 - (i) any neglect or forbearance of the Landlord in enforcing payment of the rents or observance or performance of the covenants and provisions of the Lease
 - (ii) any time or indulgence given to the Tenant by the Landlord
 - (iii) any refusal by the Landlord to accept the rents 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 (subject to the provisions of the 1995 Act) any variation in the terms of the Lease
 - (v) the death of the Tenant (if an individual) or the dissolution of the Tenant (if a company)
 - (vi) a surrender of part of the Premises except that the Guarantor will have no liability in relation to the surrendered part in respect of any period following the date of surrender
- (c) if during the Liability Period the Tenant (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy disclaims the Lease the Guarantor shall upon written notice from the Landlord given within six months after the date of disclaimer accept a new lease of the Premises for a term equal to the residue then remaining unexpired of the Agreed Term at the rents then being paid under the Lease and otherwise subject to the same covenants and provisions as in the Lease including the provisions of Schedule 5 (without however requiring any other person to act as guarantor) such new lease to take effect from the date of disclaimer and to be granted at the proper and reasonable 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 48(c) the Guarantor shall pay to the Landlord within 10 working days of written demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents (if higher) which would have been payable had this Lease not been disclaimed for the period commencing with the date of disclaimer and ending upon the date six months after the disclaimer or (if earlier) the date upon which the Premises are relet or (if earlier) the Determination of the Term the Landlord using reasonable endeavours to relet the Premises as soon as reasonably possible
- (e) if at any time during the Liability Period while the Tenant is bound by an authorised guarantee agreement the Tenant defaults in its obligations under that agreement the Guarantor shall make good to the Landlord within 10 working days of written demand all proper losses resulting from that default notwithstanding:-
- (i) any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of any sum or the observance and performance of the covenants of the authorised guarantee agreement;
 - (ii) that the terms of the authorised guarantee agreement may have been varied by agreement between the parties (subject to the provisions of the 1995 Act)
- (f) it will not:
- (i) seek to recover from the Tenant or any third party whether directly or by way of set off lien counterclaim or otherwise or to 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 the covenants on the part of the Tenant contained in this Lease

- (ii) (in competition with the Landlord) claim prove or accept any payment in a winding up liquidation bankruptcy composition with creditors or other forms of arrangement on the Insolvency of the Tenant for money owing to the Guarantor by the Tenant; or
- (iii) exercise any right or remedy in respect of any amount paid by the Guarantor under this Lease or any liability incurred by the Guarantor in observing performing or discharging the obligations and covenants on the part of the Tenant contained in this Lease

PROVIDED THAT the Guarantor shall be released from all liabilities to the Landlord under this clause following a Transfer of a Controlling Interest where the Landlord has given its prior consent to such transfer (such consent not to be unreasonably withheld or delayed). For the purposes of this clause "Transfer of a Controlling Interest" shall mean a change in the control of the Tenant occurring where the ownership or control (whether or not through one or more intermediate share holdings or by any other means whatsoever) of more than 100% of the issued share capital of the Tenant carrying the right to vote on any class of resolution changes or where the ability to control the exercise of the voting rights attaching to such shares changes hands.

49. REPLACEMENT GUARANTOR

The Tenant covenants to notify the Landlord within 28 days if:-

- (a) any Guarantor being an individual (or if individuals any one of them) shall become bankrupt or shall make any assignment for the benefit of or enter into any arrangement with his creditors either by composition or otherwise or have a receiver appointed under the Mental Health Act 1983
- (b) any Guarantor being an individual (or if individuals any one of them) shall die
- (c) any Guarantor being a body corporate (or if bodies corporate any one of them) has a winding up order made in respect of it other than a members' voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction or has a receiver administrator or an administrative receiver appointed of it or any of its assets or is dissolved or struck off the Register of Companies or (being a body corporate incorporated outside the United Kingdom) is dissolved or ceases to exist under the laws of its country or state of incorporation

and in any such case if the Landlord so requires then at the Tenant's expense within 3 months of such requirement to procure that some other person or persons or body or bodies corporate reasonably acceptable to the Landlord shall execute a guarantee in the terms of Part Nine of this Lease

IN WITNESS whereof this Lease has been duly executed as a Deed on the date first stated above

Executed and Delivered as a Deed by)
COMMERZ REAL)
INVESTMENTGESELLSCHAFT mbH)
acting on account of its open ended fund)
Hausinvest and signed by)


Authorized Signatory

X
.....
Signature

X
.....
Signature

Authorized Signatory

SCHEDULE 1

Rights

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights during the Term in common with the Landlord and the Superior Landlord and those authorised by each of them (and to the extent (where relevant) that the Landlord is able by the terms of the Head Lease to grant the same):-

- (a) at all times the right of access to and egress from the Premises and the Allocated Parking Spaces on foot only through the Common Parts and the right otherwise to use the Common Parts for the purposes for which they are intended
- (b) at all times the right of access to and egress from the Allocated Parking Spaces with or without vehicles over the vehicular access route shown hatched blue on the Ground Level Access to Car Park Plan hatched orange on the Lower Basement 01 Access to Car Park Plan and hatched purple on the Plot 3 Car Park Plan (the "Car Park Access Route") or such other vehicular access route providing access to and egress from the Allocated Parking Spaces to the adopted highway as may be specified from time to time by the Landlord provided any such substituted access is no less convenient or commodious and is of no lesser standard than the Car Park Access Route and provided further that access (both vehicular and pedestrian) to the Allocated Parking Spaces is maintained at all times save for temporary interruption for reasons of inspection maintenance repair reinstatement damage by an Insured Risk renewal or other necessary works provided (if reasonably practicable) a suitable alternative route is made available and the use of the Car Park Access Route is restored as soon as reasonably practicable
- (c) at all times the right of access to and egress from the Premises with or without vehicles for all reasonable purposes in connection with the use and ownership of the Premises over and along the service route shown hatched brown on the Ground Level Service Access Plan (the "Service Access Route") or such other services route(s) providing access to and egress from the Premises to the adopted highway as may be specified from time to time by the Landlord provided that any such substituted access is no less convenient or commodious and is of no lesser standard than the Service Access Route and provided access to the Premises is maintained at all times and provided that such vehicular access to the Premises shall be limited to service vehicles or to vehicles dropping off disabled persons employed at or visiting the Premises or (subject to compliance with any applicable Legal Obligations) for taxis dropping off staff, visitors and others to the Premises
- (d) the right to connect into and use (subject to the regulations of any appropriate Authority and to the extent (if necessary) that the same has been granted to the Landlord in the Head Lease) Conduits within or serving the Premises and running under or across the Estate
- (e) the right to use or enjoy the benefit of such Facilities as may from time to time be available

- (f) the right of light and air and for support and protection for the Premises from other parts of the Estate
- (g) a right at reasonable times and on reasonable prior written notice (except in an emergency when as much notice as practicable (if any) shall be given) to enter onto other parts of the Estate to repair inspect maintain renew and clean the Premises or the Conduits serving the Premises or the Plant or any satellite dishes and telecommunications equipment installed in accordance with Clause 9 (or to use and rebuild, renew, maintain, inspect and install new Conduits as required for the use and enjoyment of services to the Premises such rights in respect of any new Conduits (including for the avoidance of doubt the route of any new Conduits) to be exercised only with the prior written approval of the Landlord and the Superior Landlord (both acting reasonably) and being subject to the Tenant entering into a licence for alterations with the Landlord containing reasonable covenants as to the carrying out and reinstatement of any works in connection with such Conduits) subject to:-
 - (i) making good as soon as reasonably practicable any physical damage caused in the exercise of this right; and
 - (ii) carrying out the works so as to cause as little damage as reasonably possible; and
 - (iii) such entry being required only so far as the Tenant could not otherwise reasonably carry out such works without access; and
 - (iv) exercising the right in a reasonable and proper manner
- (h) the right to install retain and replace telecommunications equipment installed in accordance with Clause 9 and subject to compliance (where required) with the subjections mentioned in paragraph (g) above
- (i) The exclusive use of the Allocated Parking Spaces on the Estate for use by employees of the Tenant or any subtenant or any visitors to the Premises or under any contract car parking arrangement entered into by the Tenant for the parking of road worthy vehicles (including for the avoidance of doubt bicycles, motorbikes, motorcars, scooters and vans) not exceeding 3 tons gross loading weight each and such vehicles otherwise conforming with any height and size restrictions applicable to all users of the Car Park.
- (j) Notwithstanding the provisions of Schedule 1 paragraph (i) and subject to the Tenant having first used all reasonable endeavours to grant a contract car parking arrangement in respect of the relevant proportion of the Allocated Parking Spaces pursuant to paragraph (i) of Schedule 1 but notwithstanding such endeavours has failed to achieve the same, the Tenant shall be permitted to allow such proportion of the Allocated Parking Spaces to be used by the general public subject to the Tenant obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) PROVIDED THAT:-
 - (1) the Tenant enters into a suitable management agreement with the body or person who at that time is managing such part of the Car Park available for use by the general public the terms of such management agreement to be agreed between the

parties at that time and subject to the Tenant obtaining the prior written approval of the Landlord to the terms of such management agreement (such approval not to be unreasonably withheld or delayed), provided always that such management agreement must not create or grant any estate, right or interest in or over any part of the Car Park shown edged blue on the Plot 3 Car Park Plan; and

- (2) the Tenant takes all reasonable and prudent steps to ensure that a public right of way is not acquired over any part of the Car Park shown edged blue on the Plot 3 Car Park Plan including (without limitation) erecting and maintaining sufficient signs stating that it is not intended that the public should acquire a right of way over this part of the Car Park and closing the Allocated Parking Spaces to public use for at least one day per year
- (k) The right for MITA whilst they are Tenant to install Plant in accordance with the provisions of this Lease
- (l) The right to display the name of the Tenant on the interior and exterior of the Premises subject to obtaining and complying with all necessary consents of any competent authority and paying all charges of such authority in respect of such consents and subject to complying with the provisions of Clause 9.
- (m) the right to display outside of the Premises or any part of it (or on the inside of the Premises so as to be visible from the outside of the Premises) non-illuminated signage on the roof and walls of the Premises and telecommunications equipment on the roof of the Premises Provided That such signage:
 - (i) shall be in the corporate style of the Tenant's business from time to time;
 - (ii) in the case of both the signage and telecommunications equipment shall be in such locations first approved by the Landlord (such approval not to be unreasonably withheld or delayed);
 - (iii) shall have all necessary planning and other consents therefor.
- (n) the right to name the Premises and to display such name on or in the Premises in accordance with Clause 9
- (o) the right to install ATMs within or on the exterior of the Premises in accordance with Clause 8

SCHEDULE 2

Exceptions and reservations

The following rights are excepted and reserved to the Landlord the Superior Landlord the Head Landlord and their respective tenants and those authorised by them:-

1. Conduits

The free and uninterrupted passage and running of water soil gas electricity telephone and other services or supplies from and to other parts of the Estate in and through the Conduits which now are or may hereafter during the Term be in upon through under or over the Premises and which serve the remainder of the Estate

2. Access

2.1 The right at reasonable times during the Term and upon reasonable prior written notice (except in cases of emergency when as much notice as practicable (if any) shall be given) to enter the Premises and Allocated Parking Spaces to

- (a) repair, inspect, maintain, clean and renew the Conduits referred to in Paragraph 1 of this Schedule 2
- (b) view the state and condition of and repair and maintain the Premises where such viewing or work would not otherwise be reasonably practicable
- (c) carry out work or do anything whatsoever comprised within the Landlord's obligations in this Lease whether or not the Tenant is liable to make a contribution
- (d) during the last year of the Term take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term and
- (e) exercise any of the rights granted to the Landlord by this Lease
- (f) enable the Landlord to fully perform its obligations under the Agreement for Lease

3. Light

Full right and liberty at any time hereafter to alter the Estate (such expression here excluding the Premises) in such manner as the Landlord shall reasonably think fit provided that the same do not adversely obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises or the Tenant's beneficial use and occupation of the Premises for the Permitted Use

4. Support

All rights of support and protection afforded by the Premises

5. Head Lease

All rights excepted and reserved unto the Superior Landlord in the Superior Lease and the Head Landlord in the Head Lease

PROVIDED THAT the exercise of any of the rights in this Schedule 2 are subject to

- (a) making good as soon as reasonably practicable any physical damage to the Premises and/or the Tenant's fixtures and fittings caused in the exercise of the right; and
- (b) carrying out the works so as to cause as little damage nuisance and disturbance as reasonably possible; and
- (c) such entry being required only so far as the Landlord could not otherwise reasonably carry out such works without access; and
- (d) exercising the right in a reasonable and proper manner

SCHEDULE 3

Incumbrances

All matters contained mentioned or referred to in Title Number MS565261 as at 24 January 2011 timed at 09:54:30 (except for financial charges) as may relate to the Premises and are subsisting and capable of being enforced against the Tenant

SCHEDULE 4

Regulations

1. No unnecessary obstruction must be caused in any part of the Common Parts
2. Refuse is to be kept in containers specifically provided by the Landlord or the Superior Landlord for the purpose
3. Due precautions shall be taken to avoid water freezing in Conduits which are within and exclusively serve the Premises
4. Fire escape doors and corridors are not to be obstructed nor used except in emergency or for emergency drills
5. The Premises are to be secured against intrusion when vacant

SCHEDULE 5

Rent Review

1. The terms defined in this Paragraph 1 shall for all purposes of this Schedule have the meanings specified
 - 1.1 "Review Period" means the period between any Review Date and the day prior to the next Review Date (inclusive) or between the last Review Date and the expiry of the Term
 - 1.2 "Assumptions" means the following assumptions at the relevant Review Date
 - (a) that the Premises are fit for and fitted out in accordance with the Outline Specification at Schedule 10 excluding the Tenant's Enhancements and equipped for immediate occupation and use and that no work has been carried out on the Premises by the Tenant its sub-tenants or their predecessors in title during the Term which has diminished the rental value of the Premises and if the Premises have been destroyed or damaged they have been fully restored
 - (b) that each Lettable Unit is available to let on the open market by a willing landlord to a willing tenant without a fine or premium but with vacant possession and subject to the provisions of this Lease (other than the amount of the Rent but including the provisions for rent review) for a term of 10 years commencing on the relevant Review Date
 - (c) that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed
 - (d) that the willing tenant to whom such lease is being granted and all those who might at any time be prospective assignees of such lease could recover in full all Value Added Tax which might be chargeable in respect of any rent or other payments due from the Tenant hereunder
 - (e) that the Premises are lawfully used as offices within Class B1 of the Use Classes Order 1987 provided that if at a Review Date any part of the ground floor or mezzanine floor podium areas of the Premises are being used for any other use falling within the Permitted User (which is not ancillary to the office use of the Premises) such area shall be valued having regard to its actual use or as B1 office use, whichever produces the highest valuation
 - (f) that at the relevant review date that any rent free period or concessionary rent period which may for the purposes of fitting out be available to a tenant in the open market has expired and that the rent shall become payable from the commencement of the assumed term of years referred to in paragraph (b) of this Schedule 5
 - (g) that the net internal area to let is in accordance with the blue line plans annexed at Schedule 9 even if the actual net internal area is different
 - (h) the Premises have the benefit of the Allocated Parking Spaces

1.3

"Disregarded Matters" means

- (a) 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
- (b) any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Tenant its sub-tenants or their predecessors in title in their respective businesses
- (c) any increase in rental value of the Premises attributable to the existence at the relevant Review Date of any improvement to the Premises carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title either
 - (i) by the Tenant its sub-tenants or their respective predecessors in title during the Term or during any period of occupation prior thereto arising out of an agreement to grant such term or
 - (ii) by a tenant or sub-tenant of the Premises before the commencement of the Term so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises
- (d) any effect on rent of any alteration or other work carried out by the Tenant or any sub-tenant during the Term which has diminished the rental value or lettable floor area of the Premises
- (e) any damage to or destruction of the Premises (whether or not by an Insured Risk)
- (f) all restrictions whatsoever relating to rent or to security of tenure contained in any Act of Parliament and any direction thereby given relating to any method of determining rent
- (g) any increase in rental value of the Premises attributable to the Tenant's Enhancements
- (h) any increase in rental value of the Premises attributable to the Tenant's Fitting Out Works

1.4 "President" means the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf

1.5 "Expert" shall mean an independent surveyor appointed by agreement between the parties or (in default of agreement within 14 days of one party giving notice to the other of its nomination or nominations) nominated by the President on the application of either party made not earlier than 6 months before the relevant Review Date or at any time thereafter

1.6 "First Review Date" means 4 March 2016

1.7 "Lettable Unit" means the whole of a floor of the Premises

1.8 "Minimum Revised Rent" means the Initial Rent multiplied by 117.42%

- 1.9 "Open Market Rent" means the yearly rent at which the Premises might reasonably be expected to be let in the open market at the relevant review date by a willing landlord to a willing tenant making the Assumptions and disregarding the Disregarded Matters
- 1.10 "Discount" means the discount for quantum as would be reasonable to expect in the open market at the review date upon a single letting of a building of this size provided that such discount shall not be less than 5%
2. The Principal Rent shall be
- (a) until the First Review Date the Initial Rent; and
 - (b) from the First Review Date whichever is the higher of the following:
 - (i) the aggregate Open Market Rent of all Lettable Units within the Premises each such Lettable Unit being let as a whole and being let with a proportionate number of the Allocated Parking Spaces (such proportion being assessed by reference to the net internal area of the relevant Lettable Unit compared to the net internal area of the Premises as a whole) less the Discount and such rent otherwise being ascertained in accordance with the terms of this Schedule; and
 - (ii) the Minimum Revised Rent; and thereafter
 - (c) during each successive Review Period whichever is the higher of the following :
 - (i) the aggregate Open Market Rent of all Lettable Units within the Premises each such Lettable Unit being let as a whole and being let with a proportionate number of the Allocated Parking Spaces (such proportion being assessed by reference to the net internal area of the relevant Lettable Unit compared to the net internal area of the Premises as a whole) less the Discount and such rent otherwise being ascertained in accordance with the terms of this Schedule; and
 - (ii) a rent equal to the Rent payable immediately prior to the relevant Review Date or if payment of Rent has been suspended pursuant to the provisions of Clause 26 the Rent which would have been payable had there been no such suspension or such revised rent as may be ascertained in accordance with this Schedule whichever shall be the greater
3. Such revised rent for any Review Period may be agreed in writing at any time between the parties or (in the absence of agreement) determined not earlier than the relevant Review Date by the Expert
4. The revised rent to be determined by the Expert (acting as an arbitrator and not as an expert) shall be such as he shall decide should be the Rent at the relevant Review Date (following the expiration of any rent free period or concessionary rent period which may for fitting out purposes be available to a Tenant in the open market at the relevant time) for the Premises making the Assumptions but disregarding the Disregarded Matters and having regard to open market rental values current at the relevant Review Date

5. The arbitration shall be conducted in accordance with the Arbitration Act 1996 but if the Expert fails to make any determination as to fees they shall be borne equally between the Landlord and the Tenant
6. If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall (on the written application of either the Landlord or the Tenant or) in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place
7. When the Rent shall have been ascertained in accordance with this Schedule memoranda thereof shall be signed by or on behalf of the parties and annexed to this Lease and its counterpart and the parties shall bear their own costs in respect of this
8. If the revised rent payable on and from any Review Date has not been ascertained by that Review Date the Principal Rent shall continue to be payable at the rate previously payable (such payment being on account of the Principal Rent for that Review Period) and upon the revised rent being ascertained (that is to say the date when the same has been agreed between the parties or the date of the Expert's award) the Tenant shall pay to the Landlord any shortfall between what would have been paid on the Review Date and on any subsequent Rent Payment Date had the revised rent been determined and the payments made by the Tenant on account together with interest at the base rate of the Bank referred to in or nominated pursuant to Clause 1.28 prevailing on the day upon which the shortfall is paid on each instalment of the Principal Rent due on or after the Review Date on the difference between what would have been paid on the Review Date and any subsequent Rent Payment Date had the revised rent been determined and the amount paid on account the interest being payable for the period from the date upon which the instalment was due up to the date of payment of the shortfall
9. If at any of the Review Dates there shall be in force a statute which shall prevent restrict or modify the Landlord's right to review the Principal Rent in accordance with this Lease and/or to recover any increase in the Principal Rent the Landlord shall when such restriction or modification is removed relaxed or modified be entitled (but without prejudice to its rights if any to recover any rent the payment of which has only been deferred by law) on giving not less than one month's notice in writing to the Tenant at any time within 6 months (time being of the essence) of the restriction or modification being removed relaxed or modified to proceed with any review of the Principal Rent which may have been prevented or further to review the Principal Rent in respect of any review where the Landlord's right was restricted or modified and the date specified in the said notice shall be deemed for the purposes hereof to be a Review Date (providing that nothing herein shall be construed as varying any subsequent Review Dates except any Review Dates where such a statute shall be in force in which event the provisions of this Paragraph 9 shall apply) and the Landlord shall be entitled to recover any resulting increase in Principal Rent with effect from the earliest date as shall be permitted by law

SCHEDULE 6

Requirements of an authorised guarantee agreement

1. Guarantee

- 1.1 The Guarantor guarantees to the Landlord that the Tenant will pay the rents reserved by, and perform and observe the Tenant's covenants in, this Lease, and the Guarantor (as principal debtor) will pay and make good to the Landlord within 10 working days of written demand any proper losses, damages, costs and expenses properly suffered or incurred by the Landlord if the Tenant fails to do so
- 1.2 The guarantee in paragraph 1.1 remains in force for the period from the date that the Lease is assigned until the assignee is released from liability for the tenant covenants in this Lease by virtue of the 1995 Act
- 1.3 For the purposes of this guarantee, references to the "Tenant" are to the assignee of this Lease in relation to whom the guarantee to the Landlord is given and none other

2. No waiver or release of liability

The Guarantor will not be released from liability under these provisions because of:

- 2.1 forbearance, the granting of time or other indulgence of the Landlord;
- 2.2 any variation of the terms of the Lease to the extent permitted by Section 18 of the 1995 Act;
- 2.3 any release by the Landlord (other than a written release by deed);
- 2.4 any consent given by the Landlord under the Lease;
- 2.5 any compromise or arrangement between the Landlord and the Tenant

3. Guarantor to accept new lease upon disclaimer

- 3.1 If this Lease is terminated by disclaimer, the Guarantor will (on notice given by the Landlord within 6 months after the date of termination) take from the Landlord a lease of the Premises
- 3.2 The lease to be granted to the Guarantor under paragraph 3.1 is to be in the following terms:
 - (a) the term is to commence on the date of termination of this Lease and to be equal to the residue of the Term which would have remained unexpired at that date if this Lease had not then been terminated;
 - (b) the yearly rent is to be the same as would have been payable under this Lease if it had not been terminated and, if a rent review operative from a review date before the grant of the lease had not been completed, the Guarantor will complete the rent review with the Landlord as if it had been the Tenant under this Lease in order to establish the commencing yearly rent under the lease;

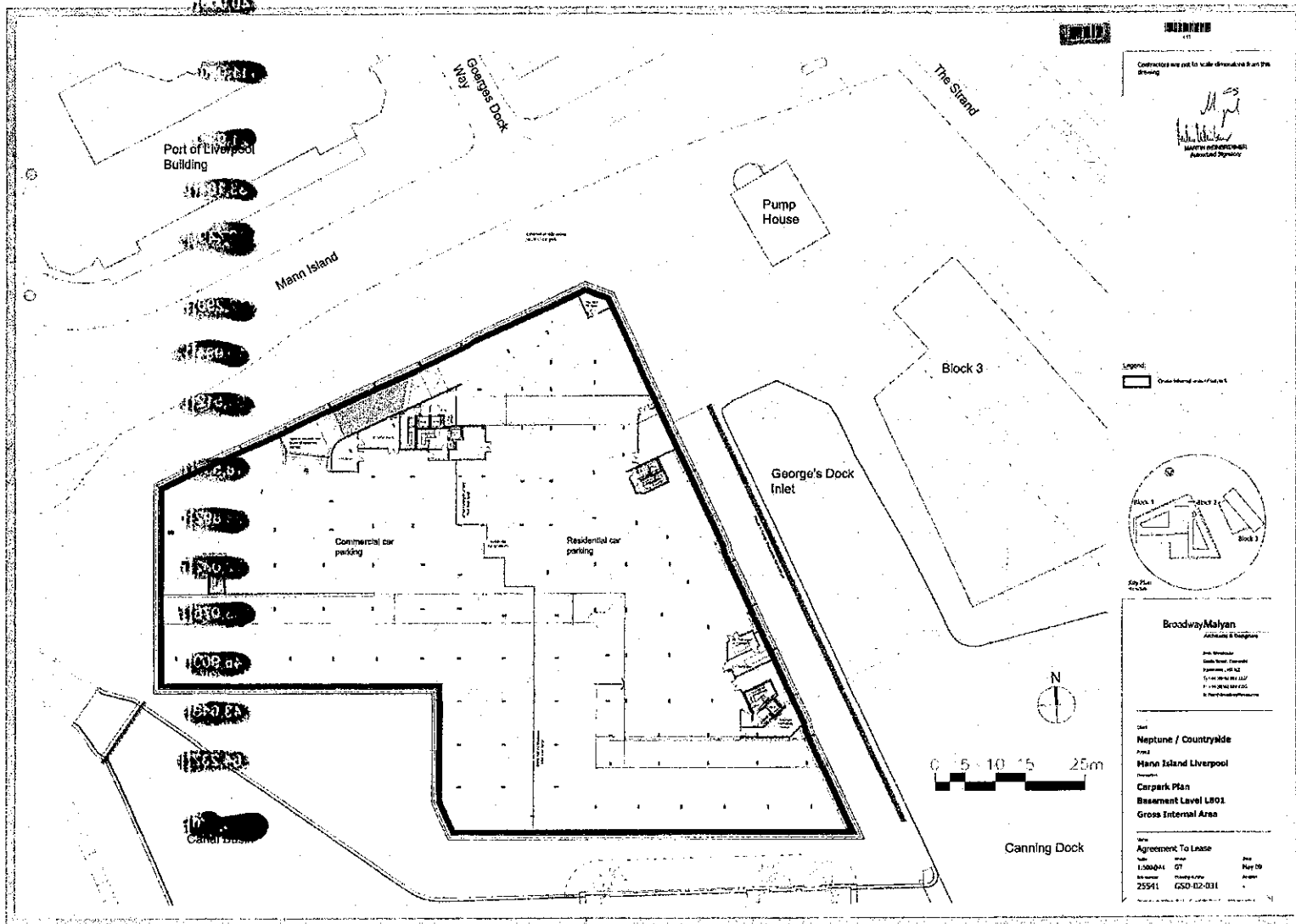
- (c) the lease is otherwise to be on the same terms and conditions as would have applied under this Lease if it had not been terminated; and
 - (d) the Guarantor is to succeed to the rights, and assume the liability, of the Tenant under this Lease as if this Lease had not been terminated
- 3.3 If this Lease is disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease pursuant to paragraph 3.2 the Guarantor shall pay to the Landlord within 10 working days of written demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents (if higher) which would have been payable had this Lease not been disclaimed for the period commencing with the date of disclaimer and ending upon the date six months after the disclaimer or (if earlier) the date upon which the Premises are relet (the Landlord using reasonable endeavours to relet the Premises as soon as reasonably practicable) or (if earlier) the Determination of the Term
- 4. Subordination of rights of the Guarantor
- 4.1 The provisions of paragraph 4.2 are to apply unless the Landlord has no subsisting claim against the Tenant for non-payment of rent or for breach of obligation under this Lease
- 4.2 The Guarantor may not:
 - (a) 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 the tenant covenants in this Lease;
 - (b) (in competition with the Landlord) claim, prove or accept any payment in a winding-up, liquidation, bankruptcy, composition with creditors or other form of arrangement on the insolvency of the Tenant, for money owing to the Guarantor by the Tenant; nor
 - (c) exercise any right or remedy in respect of any amount paid by the Guarantor under this Lease or any liability incurred by the Guarantor in observing, performing or discharging the obligations and covenants of the Tenant
- 4.3 Any monies due from the Guarantor shall be paid without any deduction whatsoever or exercise of any set-off (except to the extent, if any, allowed by the Lease or by law)

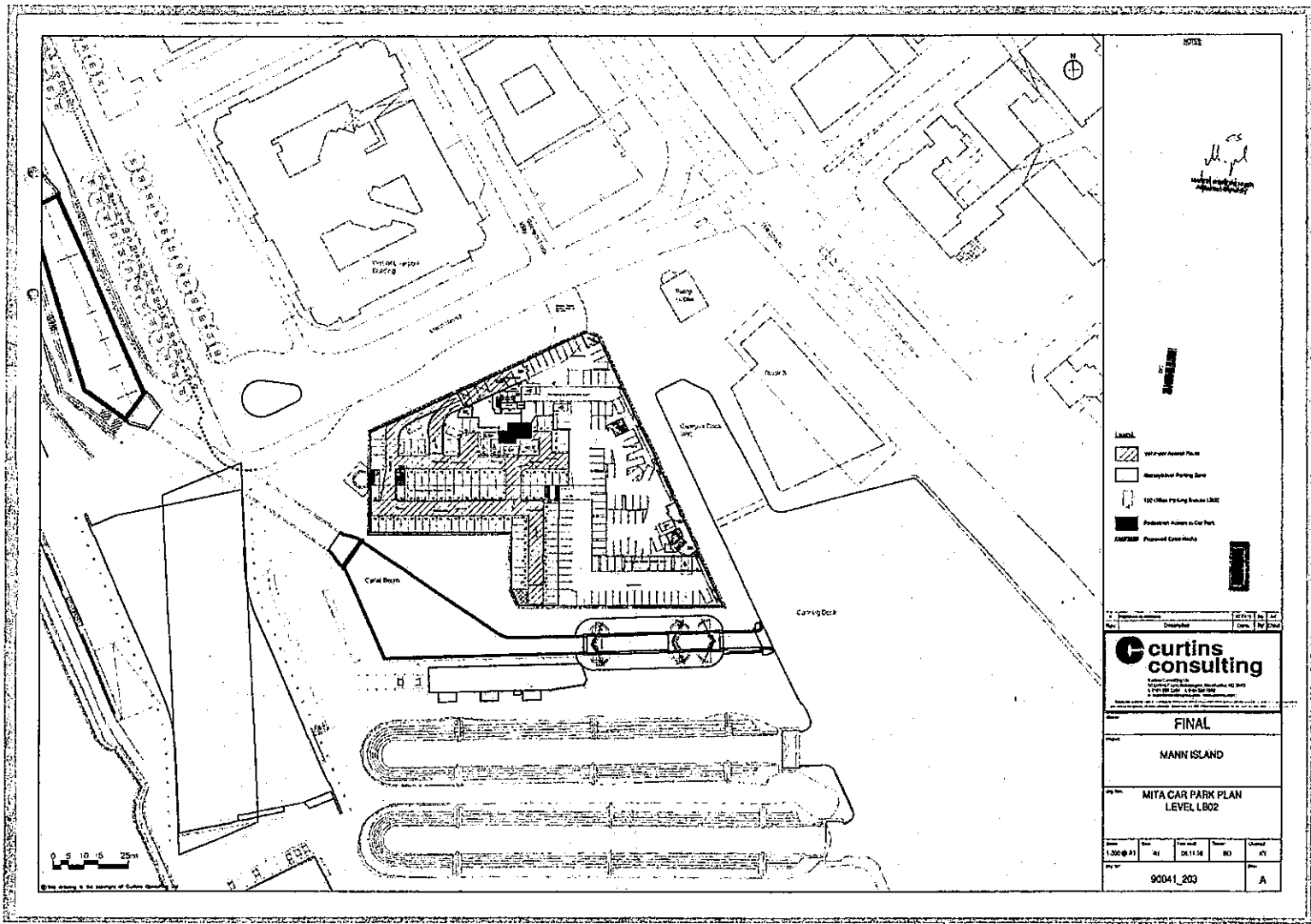
Schedule 7
Tenant's Enhancements

MERSEYTRAVEL HEADQUARTERS, MANN ISLAND

MERSEYTRAVEL TENANT ENHANCEMENTS

Item	Description	Cost
1.1	Additional reduce level excavations and substructures / resolving levels issue for new Switch Room location	
1.2	Blast protection to floor slab and elevations	
1.3	Additional louvres to substation	
1.4	Provision of toilet core to L11	
1.5	Upgrade structure to facilitate provision of a retrospective Building Maintenance Unit by Merseytravel	
1.6	Increased size of risers to secondary core and associated trimming steel and provision of doors to IT riser	
1.7	Drylining to secondary staircore	
1.8	Upgrade to secondary staircase balustrades	
1.9	Under floor busbars and small power - previously allowed to staff zones only (4697m2); now provided to all office levels with the exception of L01, L02 and L03 (9409m2)	
1.10	Enhancement to suspended ceilings added to L04 & L05	
1.11	Incorporate automatic opening mechanism to doors	
1.12	Incorporate the provision of Paxton Net 2 access control in lieu of proximity card readers and increase the numbers of doors to receive access control	
1.13	Staircase lighting to be 200 lux in lieu of 100	
1.14	Merseytravel revised toilets to levels L01 to L10 (urinals omitted)	
1.15	Preliminaries @ 15.75%	
1.16	Contingency @ 5%	
1.17	Overheads and profit @ 4.25%	
1.18	Professional Fees @ 6%	
	TOTAL MERSEYTRAVEL ENHANCEMENTS £	





MITA CAR PARK PLAN LEVEL L802

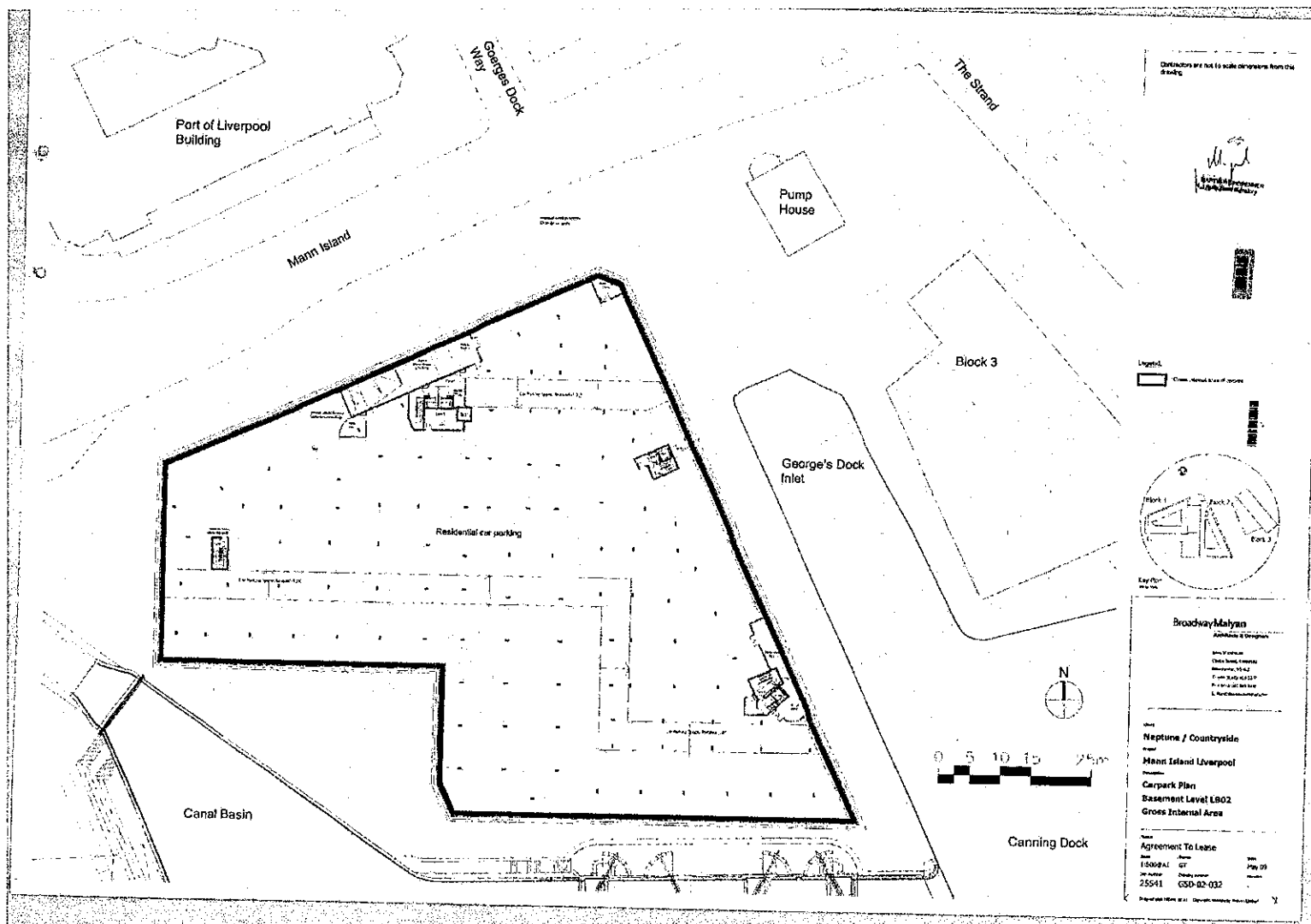
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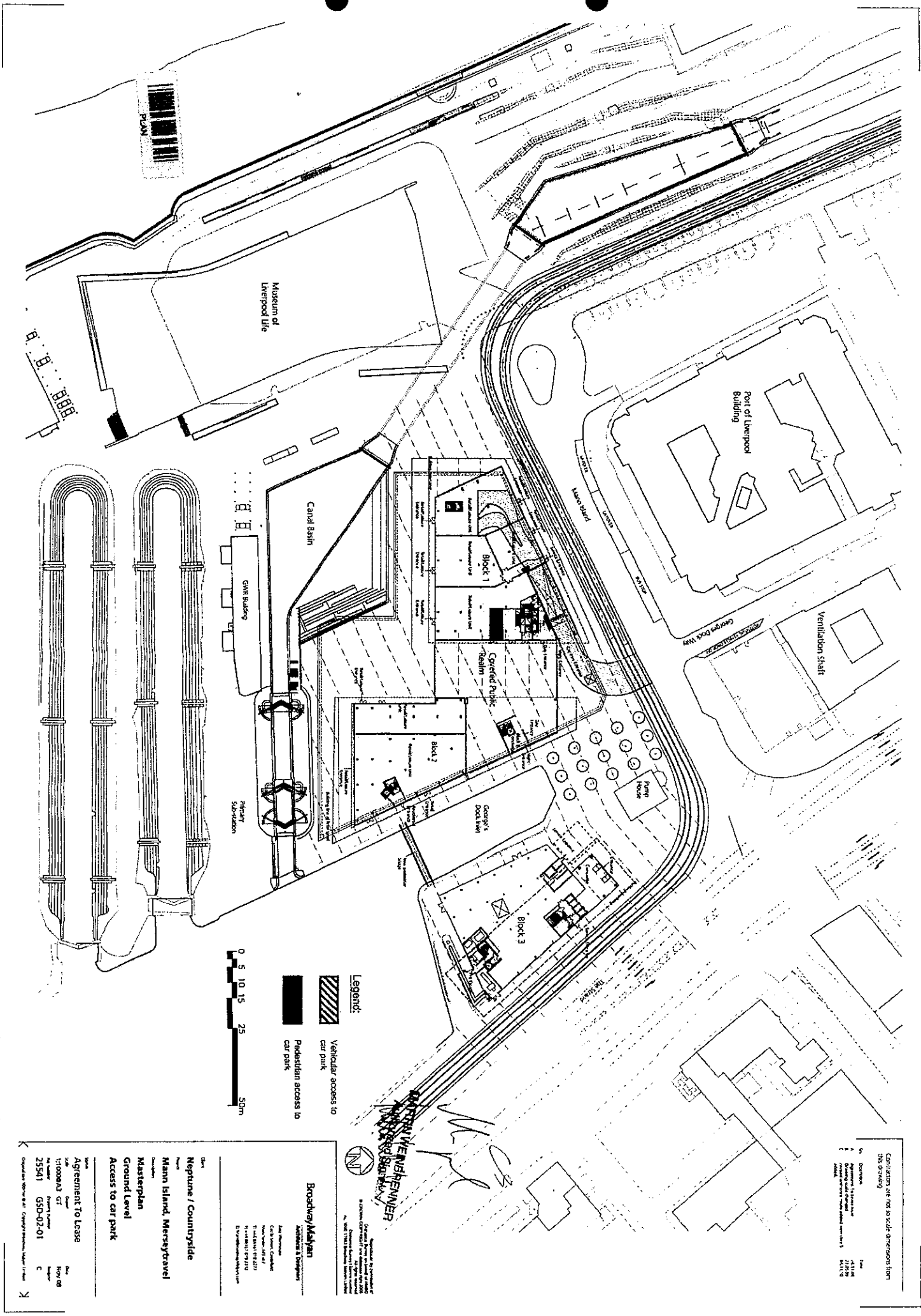
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MANN ISLAND

MITA CAR PARK PLAN LEVEL L802

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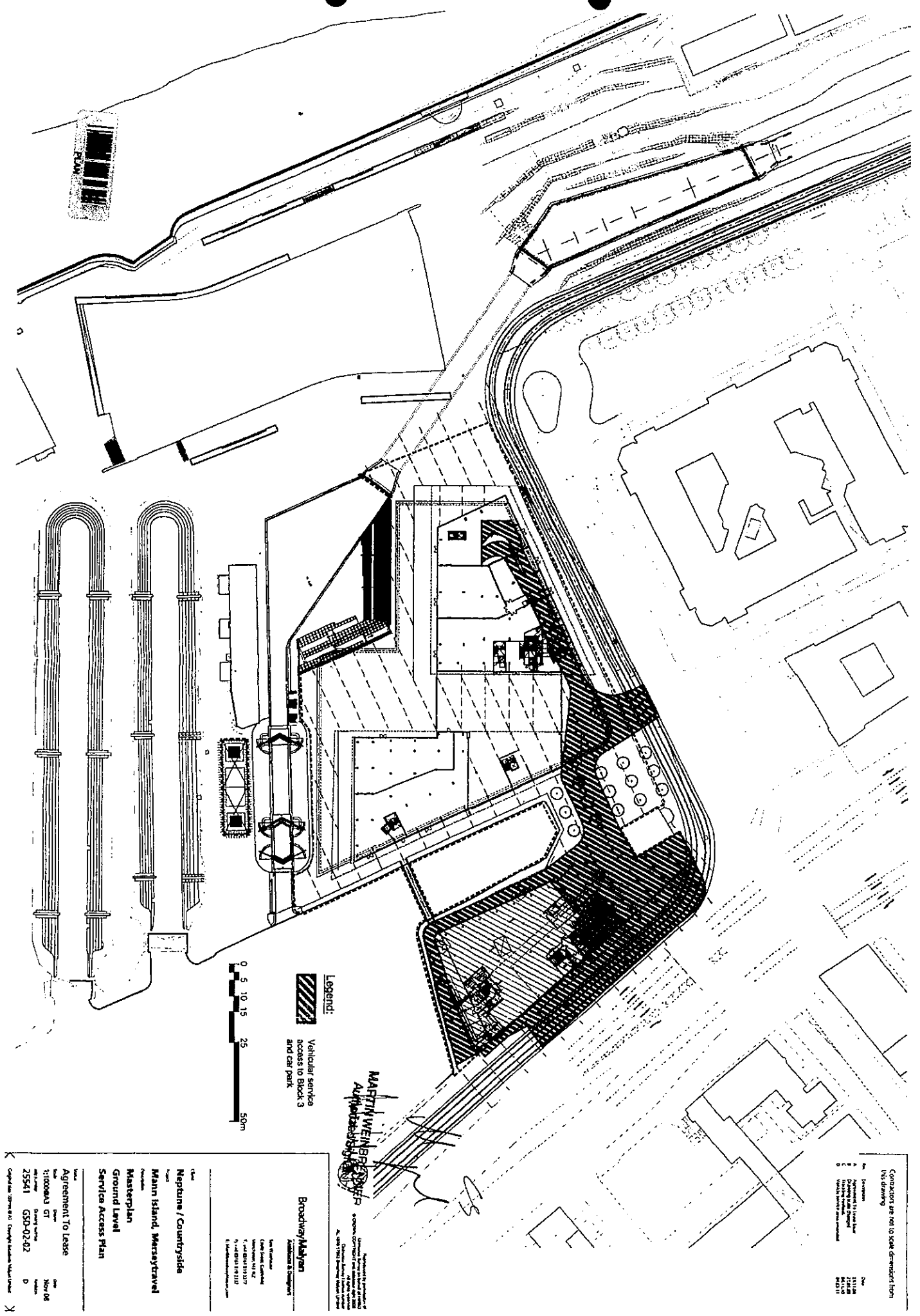
Brookby/Mayan

Architects & Engineers
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

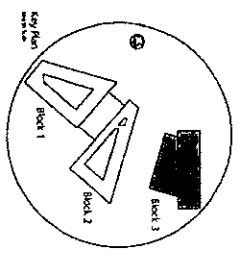
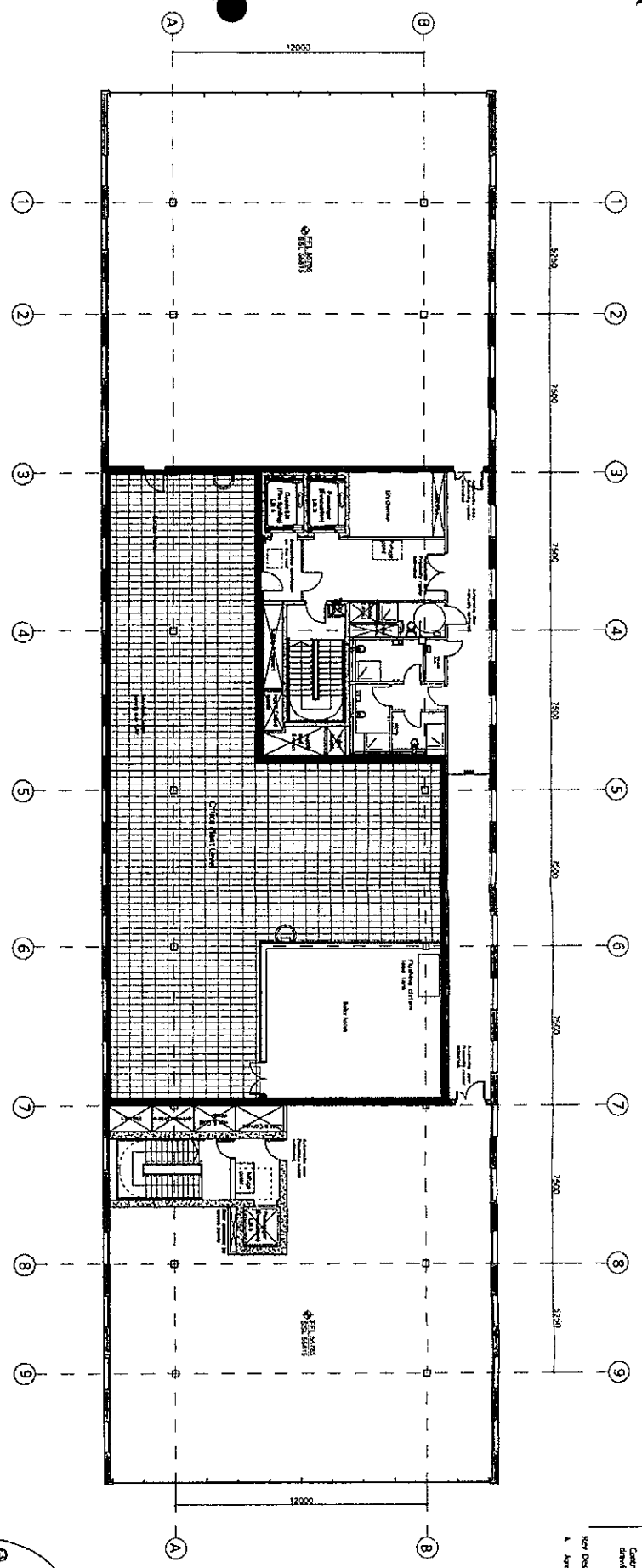
Date
 Neptune / Country
 Mann Island, Merseytravel
 Masterplan
 Ground level
 Access to car park

Agreement To Lease

1. The Land
 2. The Lease
 3. The Rent
 4. The Term
 5. The Covenants
 6. The Conditions
 7. The Notices
 8. The Disputes
 9. The Assignment
 10. The Sub-lease
 11. The Surrender
 12. The Termination
 13. The Variation
 14. The Extension
 15. The Reversion
 16. The Right of First Refusal
 17. The Right of Pre-emption
 18. The Right of Redemption
 19. The Right of Redemption
 20. The Right of Redemption



CUSTOMERS ARE NOT TO SCALE DIMENSIONS FROM THIS
 DRAWING
 Key Description Date
 A. Agreement To Lease Plans 24.11.08



Broadway/Meljan
 Architects & Engineers
 11-12 Broad Street, London
 W1F 9JF
 Tel: 020 7461 8833
 Fax: 020 7461 8833
 Email: info@broadway-meljan.com

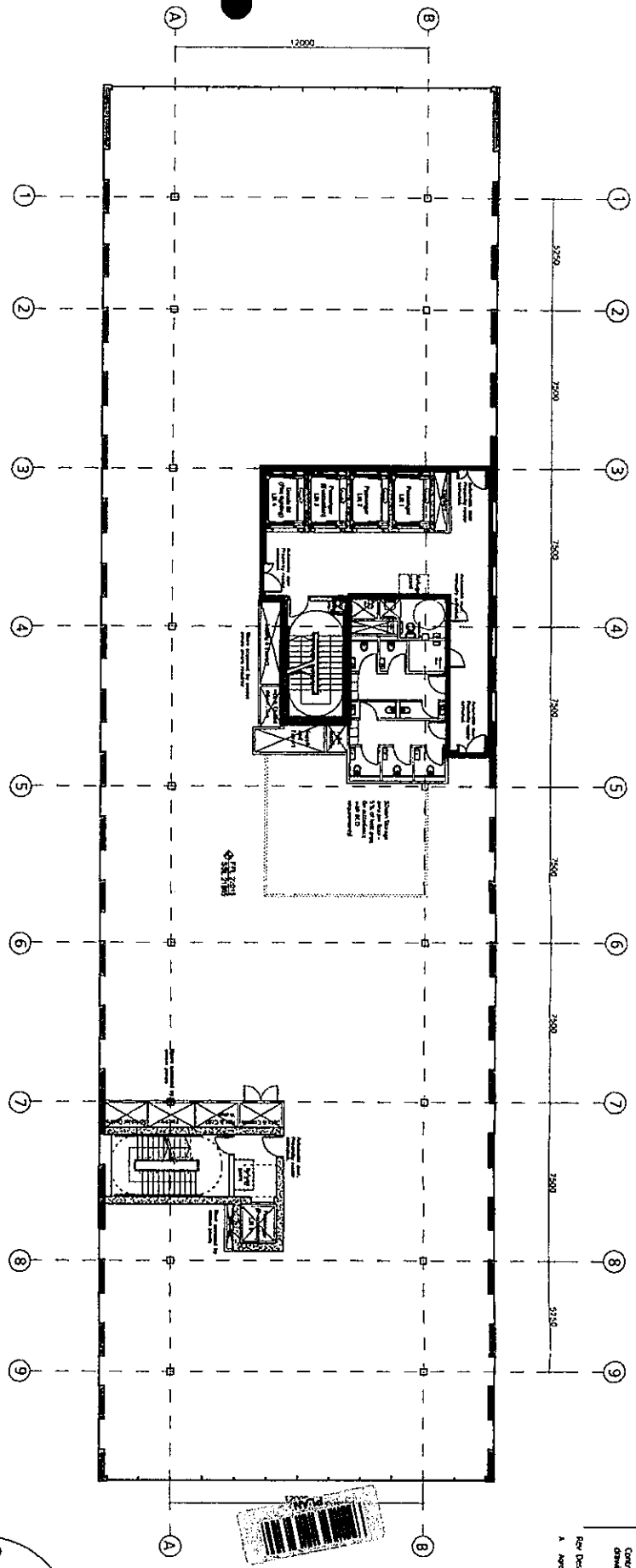
Client: Neptune, Countryside
 Location: Nejm Island, Mersey/Travel
 Project: Maritime Development
 Level 11

Date: 24.11.08
 Drawn: 25541
 Checked: A
 Title: Agreement To Lease

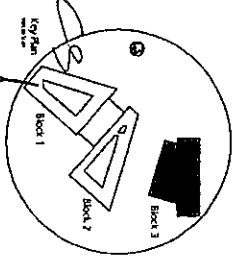
Legend:
 [] - Location of plant

Contractors are not to scale dimensions from this drawing

Rev	Description	Date
A	Agreement To Lease/Plan	24.11.08



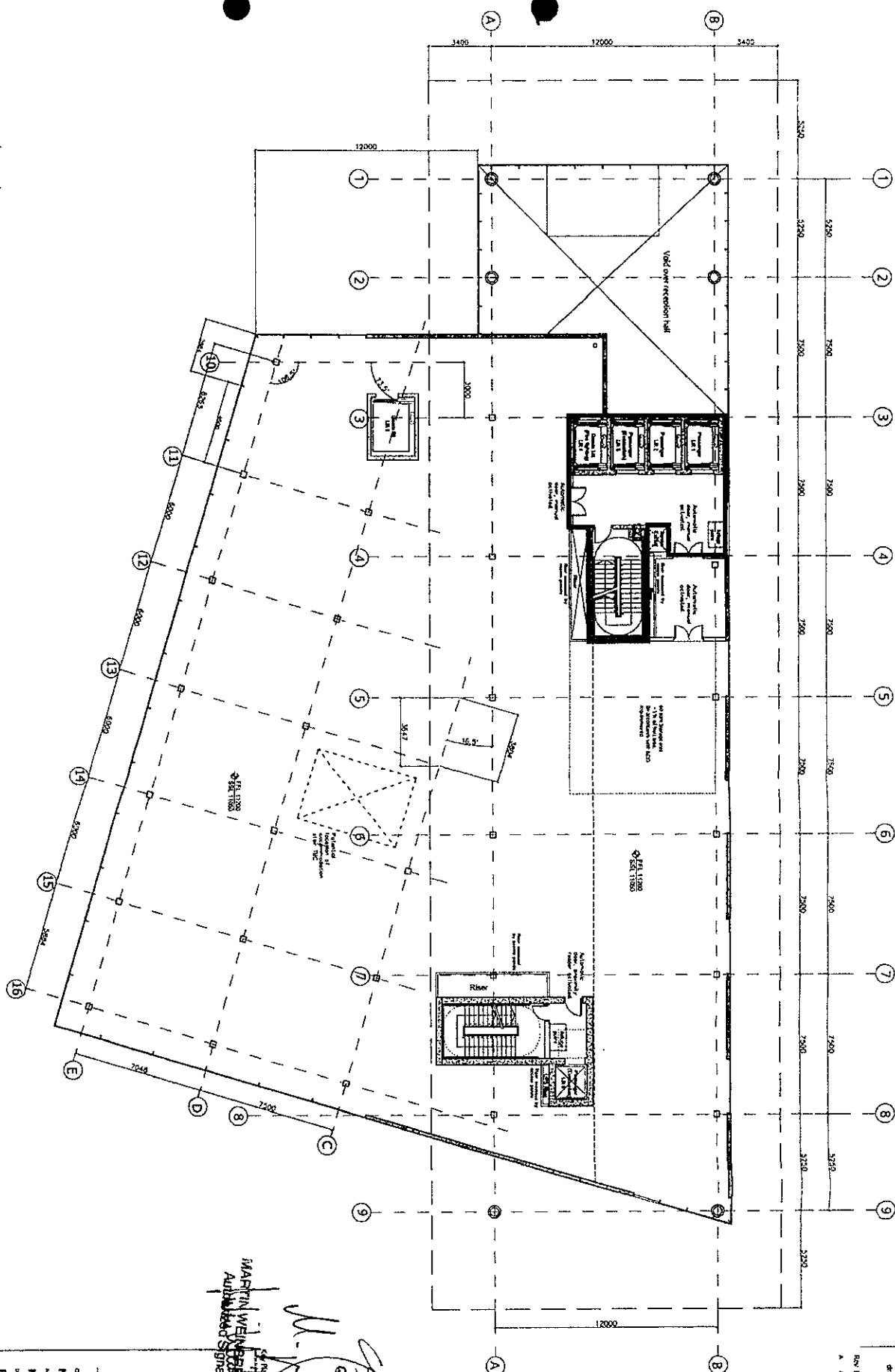
Legend:
 - Main service core



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 Fax: 03 5462 1101
 E: info@broadway-malvern.com.au

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INAPPROPRIATELY
AUTHENTIC SIGNATORY

Broadway Musical

Architects & Designers

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 P: +61 (0)161 819 2282
 E: charles.foyet@murdoch.edu.au



Neptune & Community

Man Island, Merseytravel

Block 3

Main Service Core

Mezzanine Floor

2nd

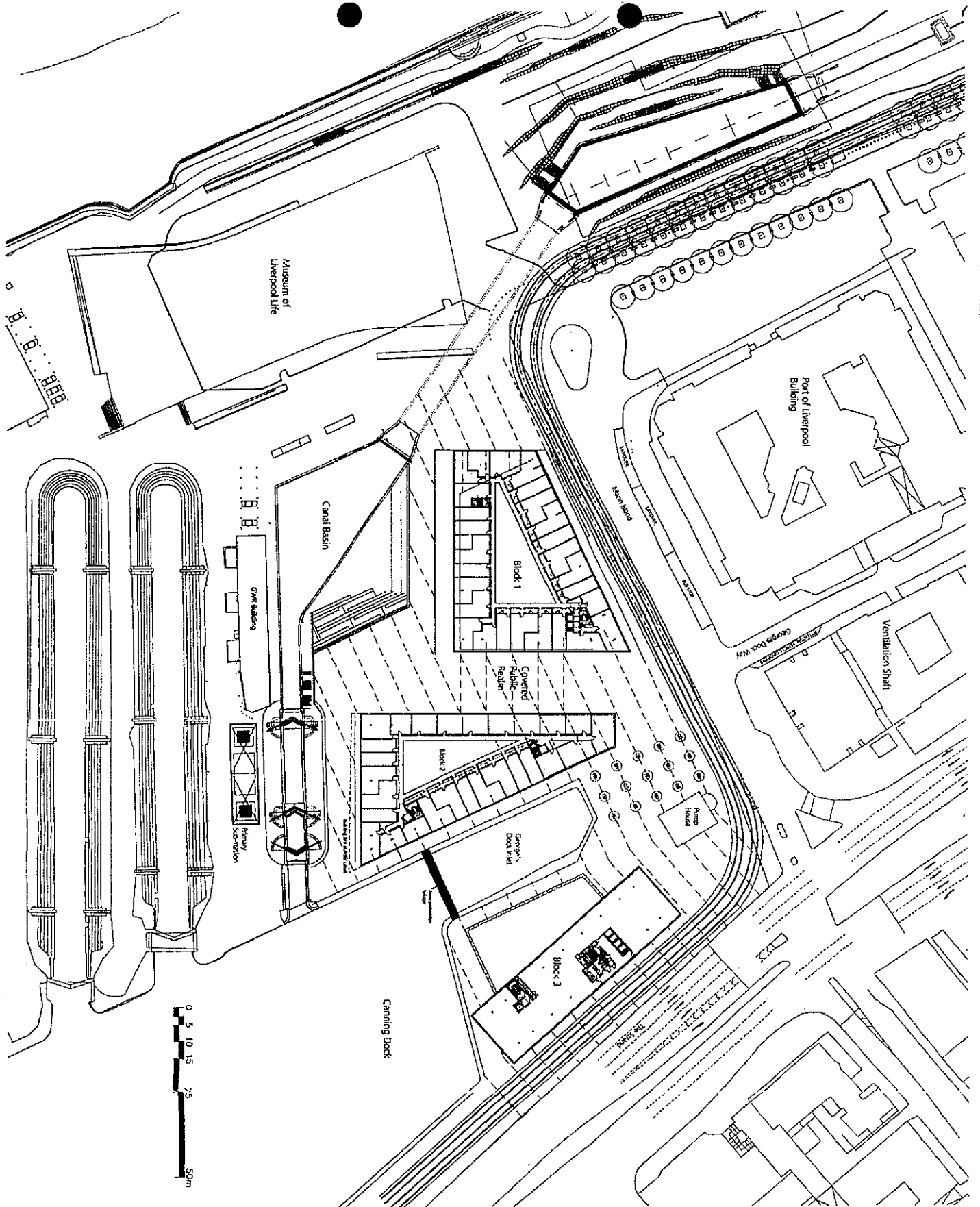
11

Substrate	Product
1,2-dichloroethane	1,1-dichloroethane
1,2-dibromoethane	1,1-dibromoethane
1,2-diiodoethane	1,1-diiodoethane
1,2-dibromo-1,2-dichloroethane	1,1-dibromo-1,1-dichloroethane
1,2-dibromo-1,2-diiodoethane	1,1-dibromo-1,1-diiodoethane
1,2-dibromo-1,2-dichloro-1,2-diiodoethane	1,1-dibromo-1,1-dichloro-1,1-diiodoethane

25541 BK3-70-L

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This official copy is incomplete without the preceding notes page.



Contractors are not to scale drawings from this drawing



MARTIN WEINBRENNER
ARCHITECTS
LONDON

- Demise at levels 1-11



Approved by the Council of the City of Liverpool
on 12th March 1993
At 10.00 PM 1993
The Mayor of Liverpool

Broadway/Mahyan

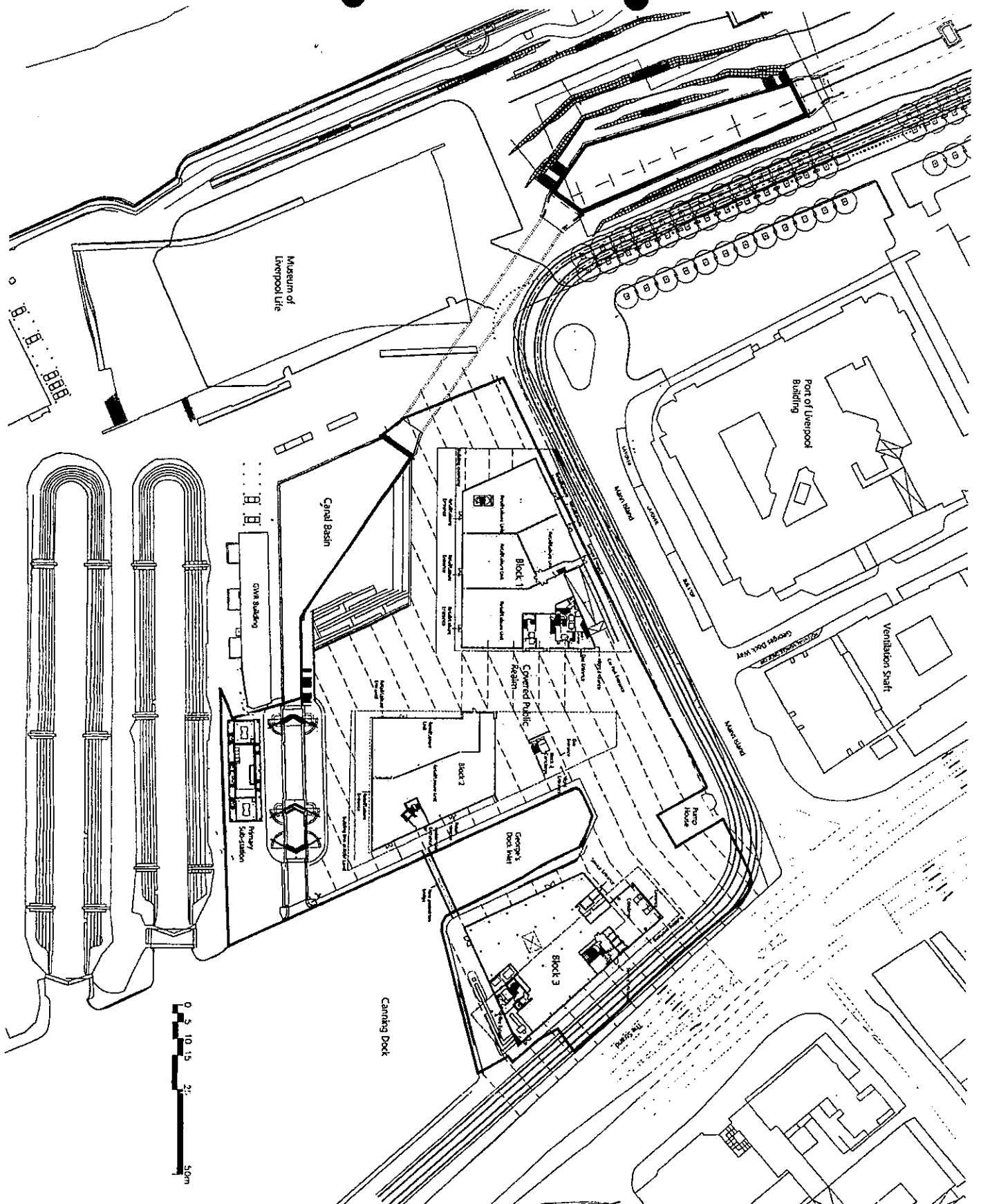
Architects & Engineers

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Neptune / Countryside
Mann Island Liverpool
Merseytravel
Demise Plan
Levels 1 - 11

Agreement To Lease

25541 GSD-02-012



Contractions are not to scale dimensions from

Expt	Description	Date
A	After winter 3-4 larvae at Block 2 postfeeding exhibited no further larval development. Block 3 postfeeding included no female larvae; Block 2 larvae fed to 3rd and 4th instars; none survived. No female postfeeding obtained; segments lost at blocking 1627-1630-1627 per p1	21 Feb 2006
B	Survival fraction from experiment	27 Feb 2011
C		16 Feb 2011

MARTIN WEINBRENNER
Authorized Signatory

Legend:

- Estado

- Block 3 Demise at Ground Floor



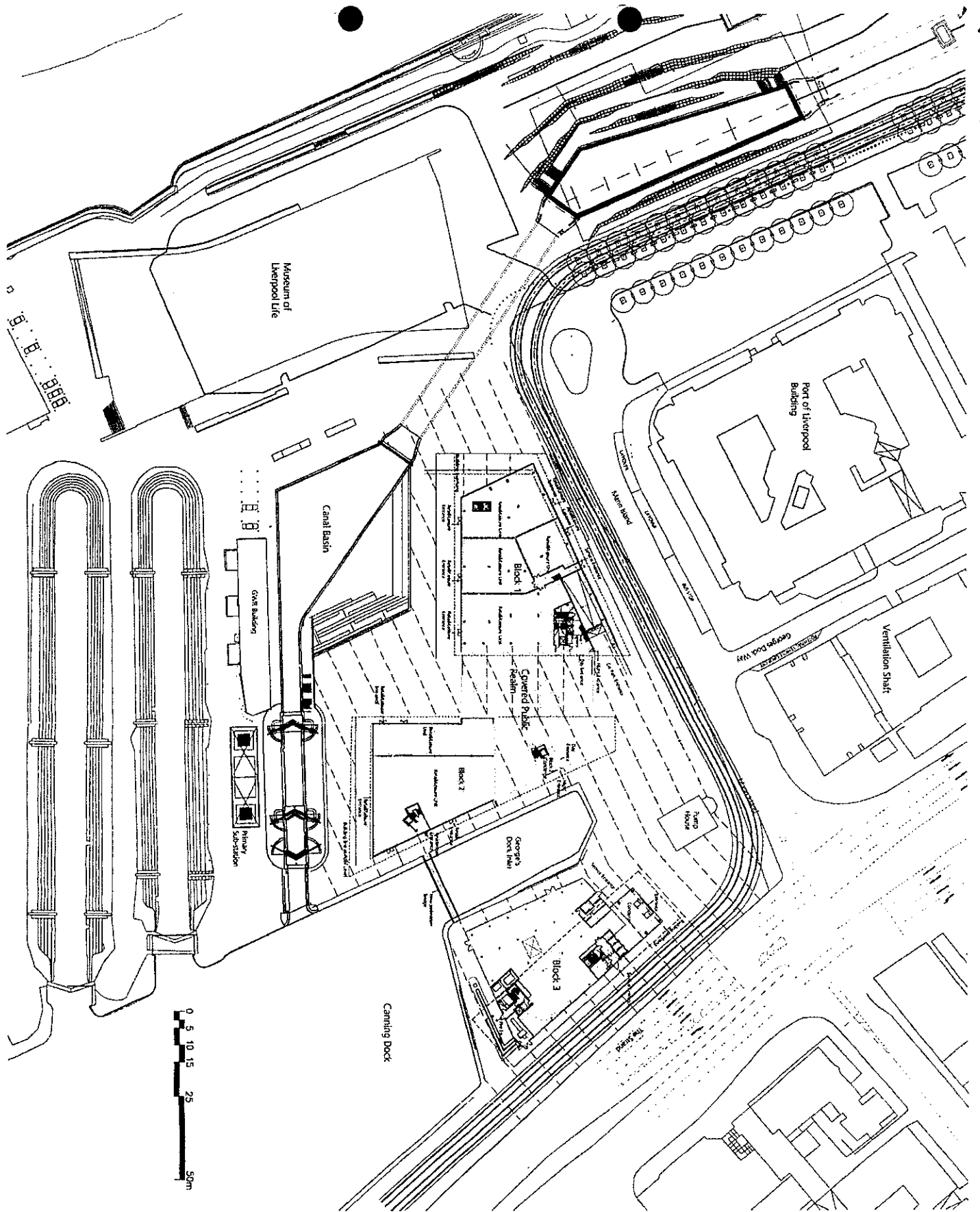
Represented by architects:
 Coleman Barry & Sons, Inc.
 6 COLUMBIA UNIVERSITY and Avenue 200
 Architects
 Coleman Barry & Sons, Inc.
 At 1000 7th Avenue, New York, N.Y.

Club
Neptune / Countryside
RIGHT
Mann Island Liverpool
Overseas
MersaTravel
Estates and Ground Floor
Derma Plan

Agreement To Lease

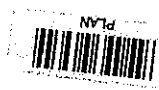
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Consultations are not to scale. Dimensions from this drawing.

43
M.P.
MARTIN WEINER
MARTIN WEINER
MARTIN WEINER



Legend:

- Covered
Public Realm



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Broadway/Malyan
Architects & Planners

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 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