

DATED 29th August 2025

TRILLIUM (RMF) LIMITED (1)

POST OFFICE LIMITED (2)

LEASE

relating to Part of Post Office,
Kings Square,
Gloucester GL1 1AD

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL

Birketts LLP

BIRKETTS LLP

22 STATION ROAD

CAMBRIDGE CB1 2JD

01.09.2025

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PRESCRIBED CLAUSES

LR1 Date of Lease

29th August

2025

LR2 Title Number(s)

LR2.1 Landlord's title number(s)

GR295780

LR2.2 Other title numbers

None

LR3 Parties to this lease

Landlord

TRILLIUM (RMF) LIMITED (Co. Registration Number 07308036) whose registered office is at Level 16 5 Aldermanbury Square, London , United Kingdom, EC2V 7HR

Tenant

POST OFFICE LIMITED (Co. Registration Number 02154540) whose registered office is at 100 Wood Street, London EC2V 7ER

Other Parties

None

LR4 Property

Part of Post Office Kings Square Gloucester GL1 1AD as more particularly described in the definition of "Premises" in clause 1

LR5 Prescribed Statements etc

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

None

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

None

LR6 Term for which the Property is leased	From and including <i>29 August</i> 2025 to and including <i>28 August</i> 2030
LR7 Premium	None
LR8 Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of acquisition etc	<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>
LR10 Restrictive covenants given in this Clause 15.4 lease by the Landlord in respect of land other than the Property	
LR11 Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Clause 4</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Clause 5 and clause 6</p>
LR12 Estate rentcharge burdening the Property	None

THIS LEASE is dated

29 August

2025

Parties

- (1) **TRILLIUM (RMF) LIMITED** incorporated and registered in England and Wales with company number 07308036 whose registered office is at Level 16 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR ("**Landlord**"); and
- (2) **POST OFFICE LIMITED** incorporated and registered in England and Wales with company number 02154540 whose registered office is at 100 Wood Street, London EC2V 7ER ("**Tenant**").

IT IS AGREED:

1. DEFINITIONS

In this Lease:

Base Rate	means the base rate from time to time of HSBC Bank Plc, or if that rate is no longer published then the rate of interest which the Landlord reasonably considers to be most closely comparable to minimum lending rates generally applicable in the UK from time to time;
Boiler	means (to the extent that there are any as at the Commencement Date) that part of the system which powers the central heating and hot water systems within the Building and also any tanks and tank rooms and protective housing for them;
Break Date	means 29 August 2028 (being the third anniversary hereof);
Break Notice	means written notice to terminate this Lease specifying the Break Date and served in accordance with clause 22;
Building	means any building or buildings from time to time forming part of the Site;
Commencement Date	means 29 August 2025 (being the date hereof);
Common Parts	means (to the extent that there are any as at the Commencement Date) all parts of the Site which are

	from time to time available or provided for the general use in common by the tenants or occupiers of the Site;
Cooling Plant	means (to the extent that there are any as at the Commencement Date) that part of the system which powers the air-conditioning and/or ventilation systems within the Building;
Entry Conditions	means those conditions for entry set out in clause 15.2;
Forecourts	or " Forecourt " means (to the extent that there are any as at the Commencement Date) any part of the Site outside the Premises which comprises an open area as at the Commencement Date and also including, if relevant, any access ramps and disabled access;
Group Company	means any company of the Tenant which is a Subsidiary or which has the same Holding Company as the Tenant where the terms "Subsidiary" and "Holding Company" have the same meanings given to them in section 736 of the Companies Act 1985;
Guarantor	means any person who has entered into a guarantee or an authorised guarantee agreement pursuant to this lease and their respective successors in title;
Insurance Rent	means: <ul style="list-style-type: none"> (a) the Tenant's Percentage of the actual cost (to the extent that such cost represents good value for money for the insurance so obtained) of insuring: <ul style="list-style-type: none"> (i) the Site against the Insured Risks for its full reinstatement cost, including the costs of demolition and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other reasonable incidental expenses, and

in each case with due allowance for inflation and VAT;

- (ii) against public liability of the Landlord in connection with any matter relating to the Site or the occupation or use of the Site by the Tenant or anyone at the Premises with the express or implied authority of the Tenant;
- (b) the whole of the actual costs (to the extent that such costs represent good value for money) of insuring against loss of the Rent and Service Charge payable by the Tenant for a period of three years or such longer period as the Landlord reasonably considers appropriate;

Insured Risks

means:

- (a) fire, explosion, lightning and earthquake;
- (b) flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus;
- (c) impact, aircraft (other than hostile aircraft) and things dropped from such aircraft; riot, civil commotion and malicious damage;
- (d) terrorism; and
- (e) such other risks as the Landlord may from time to time reasonably decide to insure against,

but to the extent that any risk is, or becomes, for the time being an Uninsured Risk, it will not to that extent, and for that time, be an Insured Risk;

Interest Rate

means two per cent over HSBC Bank plc's Base Rate;

Landlord

means the first party to this Lease and its successors in title and persons entitled to the reversion

	immediately expectant on the termination of this Lease;
Landlord's Percentage	means 29.97 per cent;
Landlord's Service Charge Contribution	is: <ul style="list-style-type: none"> (a) the Landlord's Percentage of the reasonable costs reasonably incurred by the Tenant in carrying out its obligations in clause 20 plus (b) a management fee of 10% of the figure in (a);
Landlord's Surveyor	means a chartered surveyor appointed by the Landlord, who may be an individual, or a firm or company of surveyors, or an employee of the Landlord or a company which is in the same Group as the Landlord and who must in all circumstances act fairly and impartially and be appropriately qualified;
Landlord's Utility Services Contribution	means: <ul style="list-style-type: none"> (a) the Landlord's Percentage of the amount charged to the Tenant by the relevant Utility Services provider for Utility Services supplied to the Site; plus (b) a management fee of 10% of the cost in (a);
this Lease	means this Lease as varied or supplemented by any Supplemental Document;
Licence	means the agreed form of licence to carry out works incorporated within this Lease at Schedule 1;
Main Structure	means: <ul style="list-style-type: none"> (a) the exterior and main structure of the Building including the foundations roofs (including any windows or glazing in the roof) load bearing walls loading bearing columns ceilings and floor;

- (b) boundary walls and structural elements of the Site;
- (c) any Site Service Media;
- (d) any non loading bearing walls separating the Premises from Other Space or Common Parts;
- (e) to the extent they are contained within any Common Parts, glass, raised floors, suspended ceilings, all internal cladding plaster work, floor screeding and finishes, and decoration in the Building;

Other Space

means all other space **edged blue** on Plan 2 and not (for the avoidance of doubt) forming part of the Premises;

Payment Days

means 25 March, 24 June, 29 September and 25 December in each year;

Permitted Use

means any and/or all of the following:

- (a) any use within Use Class B1, B2 and/or B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as at the date that Order first came into force); and
- (b) to the extent not included within (a) any use to which the Tenant (whilst this Lease is vested in Post Office Limited) puts the Premises and for which it has statutory powers;
- (c) any use which comprises the provision of postal services for or connected with the distribution or communication by whatever means of all descriptions of goods information or other things;
- (d)
 - (i) as a Post Office; together with
 - (ii) any ancillary use(s) within Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as at the

date that Order first came into force)
as are appropriate to the running of a
Post Office complementary to the
use as a Post Office;

Plan 1 means the plan annexed to this Lease marked
"Plan 1";

Plan 2 means the plan annexed to this Lease marked
"Plan 2";

Planning Acts means the Town and Country Planning Act 1990, the
Planning (Listed Building and Conservation Areas) Act
1990, the Planning (Hazardous Substances) Act 1990
and the Planning and Compensation Act 1991;

Premises means:

to the extent within the Site

- (a) **FIRST** the Yard; and
- (b) **SECONDLY** all that space within the floors of
the Building edged red on Plan 2;

INCLUDING

- (c) all Landlord's fixtures (if any) from time to time
at those premises;
- (d) Service Media within and from time to time
exclusively serving those premises;
- (e) all internal walls floors and ceilings (including
any raised floors, suspended ceilings and the
voids below and above them and all the light
fittings);
- (f) all internal cladding plaster work and
decoration and all floors screeding and
finishes;
- (g) all doors door frames equipment fitments and
any glass in the doors and gates to the Yard;



Bickels LLP for and on
behalf of Trillium (RMP) Limited

BASEMENT

FIRST FLOOR

SECOND FLOOR

SITE PLAN & GROUND FLOOR

Notes:

[illegible]

Ref no.	BE-573		
Address	KINGS SQUARE GLOUCESTER GL1 1AD		
Client	ROYAL MAIL GROUP PLC		
Title	LEASEBACK PLAN		
Scale	Date	Drawn by	
1:200@A3	14.10.05	GC	

All dimensions to be checked on site and used in preference to those given or scaled from this drawing, and must be brought to the attention of the surveyor. All dimensions in millimetres unless otherwise stated.

Bickells LLP for and on behalf of
Trillium ROP Limited

- (h) the inside and outside of the windows and other lights and the frames, glass equipment and fittings relating to windows and lights;
- (i) all central heating and hot water systems and (if relevant as at the Commencement Date), any Boiler;
- (j) all air conditioning and/or ventilation systems and (if relevant as at the Commencement Date), any Cooling Plant;
- (k) electrical services for power, lighting and telecoms;
- (l) drainage, water and gas services;
- (m) canopies over the Yard;
- (n) fire protection systems including sprinkler systems;
- (o) distribution trunking ducting and conduits for electrical telephone and other communication services;
- (p) carpets, floor and carpet tiles;

BUT EXCLUDING

- (q) the Main Structure;
- (r) the plant and machinery and Service Media (to the extent they are not Boilers, or Cooling Plant) and serving the Premises where it serves the Premises in common with other parts of the Building/Site or where it is exclusively serving the Premises but it is also connected to a system serving other parts of the Building including any items installed by the Tenant;
- (s) any Tenant's fixtures and fittings;
- (t) for the avoidance of doubt, the Other Space;

Rent	means rent at a rate of £33,185 (thirty three thousand one hundred and eighty five pounds) per annum;
Rent Commencement Date	means 29 August 2025 (being the date hereof);
Service Charge	means payments in respect of the Landlord's obligations under clause 15.3 and the Tenant's obligations under clause 20 and clause 15.3.4;
Service Media	means conduits and equipment used for the reception, generation, passage and/or storage of Utilities;
Site	means the land shown edged and hatched green on Plan 1 known as Post Office, Kings Square, Gloucester GL1 1AD;
Site Service Media	means any Service Media in the Site outside or not forming part of the Premises;
Supplemental Document	means any deed, agreement, licence, memorandum or other document which is supplemental to this Lease;
Surveyor	means an independent chartered surveyor appointed jointly by the Landlord and the Tenant (acting reasonably) or, if they do not agree on the identity of such surveyor, by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function) on the application of either the Landlord or the Tenant in accordance with this Lease;
Telecoms Agreement	means any agreements in relation to Telecoms Equipment or Telephone Boxes at the Site including any arrangements whereby the original contract relating to the same has expired and the equipment or boxes remain under new but undocumented informal arrangements;
Telecoms Equipment	means any telecommunication equipment, cabling, satellite dishes, or any other equipment used for the transmission of telecommunication services;

Telephone Box	means any telephone box or boxes, together with any associated equipment and cabling at the Site;
Tenant	means the second party to this Lease and its successors in title;
Tenant's Percentage	means 70.3 percent;
Tenant's Service Charge Contribution	means: <ul style="list-style-type: none"> (a) the Tenant's Percentage of the reasonable costs reasonably incurred by the Landlord in carrying out its obligations in clause 15.3.1 or 15.3.2 save to the extent that: <ul style="list-style-type: none"> (i) the costs relate to the Forecourt; or (ii) the Tenant is carrying out those obligations under clause 15.3.4, plus (b) a management fee of 10% of the cost in (a), but not the cost in (b);
Tenant's Surveyor	means a chartered surveyor appointed by the Tenant, who may be an individual, or a firm or company of surveyors, or an employee of the Tenant or a company which is in the same Group as the Tenant and who must in all circumstances act fairly and impartially and be appropriately qualified;
Term	means a of five years term commencing on and including the Commencement Date and ending on <i>28 August</i> 2030;
Uninsured Risk	means an Insured Risk against which insurance is not or ceases to be obtainable on normal commercial terms in the London insurance market at rates generally available in the London insurance market for a property of this type, size and location;
Utilities	means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telecommunications,

satellite and data communications and all other utilities;

Utility Services

means all Utilities which as at the Commencement Date are being supplied to the Premises, together with any other services which the Landlord reasonably requests and where:

- (a) the Landlord pays the whole cost of that other service (or services) not being supplied to the Premises; or
- (b) the Landlord pays the Landlord's Utility Services Contribution where that other service (or services) are also being supplied to the Premises;

VAT

means value added tax payable by virtue of VATA;

VATA

means the Value Added Tax Act 1994 (or any subsequent legislation replacing or consolidating it);

Yard

means within the area edged red on Plan 2:

- (a) the open space (including surfaces but not any structural elements) within the Site (and whether or not below eaves, canopies or similar things) and including where relevant any garden or soft landscaped area; and
- (b) any Yard Structures;

but not to the extent that the Yard or any part of it is a Common Part or a Forecourt;

Yard Structures

means any structures within the Yard excluding the Building and including, by way of example, oil tanks, fuel reservoirs and non enclosed bicycle sheds, vehicle cleaning sheds and parking areas; and

Working Day

means any day (other than Saturday) on which clearing banks in London are open for business.

2. **INTERPRETATION**

2.1 In this Lease:

- 2.1.1 the table of contents and clause headings are for reference only and do not affect its construction;
- 2.1.2 the words "include" and "including" are deemed to be followed by the words "without limitation";
- 2.1.3 general words introduced by the word "other" do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters; and
- 2.1.4 obligations owed by or to more than one person are owed by or to them jointly and severally.

2.2 In this Lease:

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bylaws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction;
- 2.2.2 a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and to all subordinate legislation made under it from time to time;
- 2.2.3 a reference to a person includes an individual, corporation, company, firm, partnership or government body or agency, whether or not legally capable of holding land; and
- 2.2.4 a reference to a clause or schedule is a reference to a clause or sub-clause or schedule of this Lease.

2.3 In this Lease:

- 2.3.1 an obligation of the Tenant not to do something includes an obligation not to cause or allow that thing to be done;

- 2.3.2 a reference to any act or to any act or omission of the Tenant includes any act or any act or omission of any other person at the Premises with the Tenant's express or implied authority;
- 2.3.3 the rights of the Landlord under any clause are without prejudice to the rights of the Landlord under any other clause or Supplemental Document or other instrument entered into in connection with this Lease;
- 2.3.4 the obligations of or restrictions on the Tenant or a Guarantor under any clause, Supplemental Document or other instrument entered into in connection with this Lease, are without prejudice to the obligations of or restrictions on the Tenant or Guarantor, or to the rights of the Landlord under any other clause, Supplemental Document or other instrument entered into in connection with this Lease;
- 2.3.5 a reference to the consent or approval of the Landlord means the prior consent in writing of the Landlord, signed by or on behalf of the Landlord;
- 2.3.6 references to the end of the Term are to the end of the Term whether before or at the end of the term of years granted by this Lease;
- 2.3.7 where a sum is expressed to be payable on demand, it will become payable, unless otherwise specified, 10 Working Days after the written demand has been made;
- 2.3.8 unless otherwise specified, references to the Premises include any part of the Premises;
- 2.3.9 reference to consent or approval not being unreasonably withheld means it must also not be unreasonably delayed.

3. GRANT AND TERM

The Landlord leases the Premises to the Tenant with full title guarantee for a term commencing on and including the Commencement Date and subject to clause 22 expiring on and including 28 August 2030, the Tenant yielding and paying the following sums: the Rent, the Insurance Rent and any interest due under this Lease.

4. RIGHTS GRANTED

The following rights are granted by the Landlord to the Tenant:

- 4.1 the right (in common with any others so entitled) to enter at all times and exit from the Premises:

- 4.1.1 with or without vehicles (where appropriate) over the Common Parts;
 - 4.1.2 without vehicles over any Forecourts; and
 - 4.1.3 in the case of emergency over any part of the Site necessary to make the emergency exit;
- 4.2 the right to have the name of the Tenant (and/or other permitted occupier(s)) displayed on any name board which may be provided by the Landlord on the Common Parts in a style approved by the Landlord (such approval not to be unreasonably withheld).
- 4.3 the right to display a sign anywhere at the Premises showing the names of the Tenant and any other permitted occupiers and any companies having their registered office at the Premises in a style approved by the Landlord (such approval not to be unreasonably withheld);

PROVIDED THAT for so long as Post Office Limited is the tenant under this Lease no approval shall be required under clause 4.2 or 4.3;

- 4.4 the right to use such of the toilets as are in the Common Parts or in the Other Space;
- 4.5 the right to use such of the refuse areas as are in the Common Parts;
- 4.6 the right to connect into and to use the Service Media and any reprovision or replacement of them or any part of them forming part of the Building as at the Commencement Date which serve, but do not form part of, the Premises together with the right (where necessary) to alter the position of Service Media whether or not they form part of the Premises and a right of entry so to do;
- 4.7 the right to park private motor cars and/or business vehicles within the Site, but in all cases limited to those areas used by the Tenant as at the Commencement Date for such parking;
- 4.8 the right of support and protection from the Main Structure to the extent existing at the Commencement Date;
- 4.9 all rights necessary to enter such part of the Site not demised to it, or otherwise the subject of rights granted to the Tenant, in order:
- 4.9.1 to repair the Premises;
 - 4.9.2 to carry out its obligations under clauses 15.3 and/or 20; or
 - 4.9.3 to carry out work it is entitled to do under clause 10.2;

- 4.10 a right to retain maintain and replace any alarm system within the Site which exists at the Commencement Date and services the Premises (which right is personal to Post Office Limited);
- 4.11 such rights of entry and access as its needs over the Site in order to remedy any default by the Landlord in carrying out its obligations under clause 15.3 (in relation to services);
- 4.12 any rights existing on the Commencement Date and reserved out of any leases of the remainder of the Site granted to a third party, on the terms of such grant PROVIDED THAT, notwithstanding the expiry of such leases, for the purposes of this Lease those rights shall be deemed to be expressly granted by this Lease and therefore to continue throughout the Term.

5. **RIGHTS RESERVED AND REGRANTED**

- 5.1 The following rights are reserved from this Lease and regranted to the Landlord by the Tenant in so far as the exercise of such rights does not materially and adversely affect the Tenant's lawful use of the Premises under the Lease or cause any nuisance, damage or inconvenience to the Tenant or other occupier of the Premises:
 - 5.1.1 the right (subject to complying with the Entry Conditions) to carry out such works as it needs to carry out to comply with clause 15.3.1 or 15.3.2;
 - 5.1.2 the right to build, or carry out works, on any adjoining or nearby property, but not in such a way as lessens the access of light or air to the Premises;
 - 5.1.3 the right (subject to complying with the Entry Conditions) to enter the Premises to determine whether the Tenant is complying with its obligations in this Lease;
 - 5.1.4 the right (subject to complying with the Entry Conditions) for so long as the Other Space is used as a branch or Sub Post Office, of pedestrian access through the Premises for the purposes of exiting or entering the Sub or Branch Post Office with cash deliveries; and
 - 5.1.5 any rights existing on the Commencement Date of the remainder of the Site, on the terms of such grant PROVIDED THAT, notwithstanding the expiry of such leases, for the purposes of this Lease those rights shall be deemed to be expressly reserved and regranted by this Lease and therefore to continue throughout the Term.
- 5.2 The rights reserved and regranted by this Lease are reserved and regranted to the Landlord and any mortgagee of the Landlord, and may be exercised by anyone authorised by the Landlord.

- 5.3 The Tenant shall allow any person who has a right to enter the Premises, to enter the Premises subject to that person complying with the Entry Conditions.

6. THIRD PARTY RIGHTS OVER THE PREMISES

- 6.1 There are excepted from this Lease and this Lease is granted subject to:

6.1.1 in the case of emergency, a right of emergency exit over any part of the Premises in such location as shall have been agreed with the Tenant (the Tenant and the person requiring the right acting reasonably) in advance;

6.1.2 any rights existing on the date of this Lease in any leases of the remainder of the Site, on the terms of such grant PROVIDED THAT, notwithstanding the expiry of such leases or other legal documents granted to a third party, for the purposes of this Lease those rights shall be deemed to be expressly reserved and regranted by this Lease and therefore to continue throughout the Term.

- 6.2 The Tenant shall:

6.2.1 not permit any third party to acquire any right over the Premises or to encroach upon the Premises save as permitted by this Lease;

6.2.2 give the Landlord written notice as soon as reasonably practicable after it becomes aware of any attempt to do this;

6.2.3 at the cost of the Landlord, take any steps which the Landlord may reasonably require to prevent the acquisition of any right over or encroachment on the Premises; and

6.2.4 preserve for the benefit of the Premises and the Landlord's interest in them all existing rights which belong to the Premises and are enjoyed over adjoining or neighbouring property.

- 6.3 The Tenant shall not grant any right or licence to a third party relating to the airspace at the Premises.

7. PAYMENT OF RENT, INSURANCE RENT AND OTHER SUMS

7.1 Tenant's obligation to pay Rent, Insurance Rent and other sums

The Tenant agrees with the Landlord to pay:

7.1.1 the Rent (together with any VAT chargeable on the Rent arising because of an election to waive exemption for VAT for the purposes of Schedule 10 of VATA being in place at or before the Commencement Date as

provided in clause 15.5.2) in four equal instalments in advance on the Payment Days;

7.1.2 the Insurance Rent on demand;

7.1.3 interest in accordance with clause 8.4; and

7.1.4 the Tenant's Service Charge Contribution within 20 Working Days of demand.

7.2 Rent Commencement Date

The first payment of the Rent is to be made on the Rent Commencement Date for the period from and including the Rent Commencement Date until the next Payment Day.

7.3 Payment of Rents

If required by the Landlord, the Tenant shall pay the Rent by BACS or by bankers standing order, to a bank and account in the United Kingdom which the Landlord has notified in writing to the Tenant.

7.4 Set-off - general

The Tenant waives any legal or equitable right of set-off, deduction, abatement or counterclaim which it may have in respect of the Rent or any other sums due under this Lease and agrees to make all payments of Rent and other such sums in full on their due dates provided that nothing shall prevent the Tenant from making such deductions in each case from the Rent and accounting for such deductions in such a way as may be properly required by HM Revenue & Customs.

7.5 Default recovery - Repairs

To the extent that the Tenant exercises its rights under clause 4.11 in relation to the Landlord's default in carrying out its obligations in clause 15.3 the reasonable and proper costs which the Tenant reasonably and properly incurs will be a debt due from the Landlord payable on demand.

8. OTHER FINANCIAL MATTERS

8.1 Common facilities

The Tenant shall pay on demand the Tenant's Service Charge Contribution of any reasonable costs properly incurred or properly payable by the Landlord in respect of any land or Service Media not forming part of, but used in connection with and for the benefit of, the Premises.

8.2 Rates and taxes

The Tenant shall pay all present and future rates, duties and assessments of any nature charged on or payable in respect of the Premises whether payable by the Landlord, owner, occupier or tenant of the Premises and whether of a capital or income, recurring or non-recurring nature except any tax imposed on the Landlord (or any superior landlord) in respect of:

- 8.2.1 the grant of this Lease;
- 8.2.2 the receipt of the rents reserved by this Lease;
- 8.2.3 any dealing or disposition by the Landlord with its interest in the Premises;
or
- 8.2.4 the capital value of the Landlord's interest in the Premises.

8.3 VAT

Where the Tenant is to pay the Landlord the costs of any supplies made to the Landlord, the Tenant shall also pay the Landlord any VAT payable in connection with that supply, except to the extent that the Landlord is able to obtain a credit or refund for the VAT from HM Revenue & Customs.

8.4 Interest

- 8.4.1 If:
 - 8.4.1.1 the Rent is not paid to the Landlord within 10 Working Days of the due date; or
 - 8.4.1.2 if any other sums payable under this Lease to the Landlord are not paid within 20 Working Days of the due date for payment;

the Tenant shall pay interest to the Landlord at the Interest Rate for the period from and including the due date until payment (both before and after any judgment).
- 8.4.2 Interest under this Lease will accrue on a daily basis and will be payable within 20 Working Days of lawful demand.

9. INSURANCE

9.1 Landlord's obligations relating to insurance

9.1.1 The Landlord shall insure the Site (excluding any fixtures and fittings installed by and belonging to, the Tenant or any other occupier):

9.1.1.1 against the Insured Risks;

9.1.1.2 for its full reinstatement cost, including the costs of demolition and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', Surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT;

9.1.1.3 against public liability of the Landlord in connection with any matter relating to the Site or the occupation or use of the Site by the Tenant or anyone at the Site with the express or implied authority of the Tenant;

9.1.1.4 with a substantial insurer of good repute.

9.1.2 The insurance taken out by the Landlord shall be subject to any exclusions, excesses and conditions as may be usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.

9.1.3 The Landlord shall:

9.1.3.1 at least once per year; and

9.1.3.2 additionally at the reasonable request of the Tenant;

produce details of the terms of the current insurance policy and evidence of the payment of the current premium.

9.2 Reinstatement

9.2.1 If the Site is damaged or destroyed by an Insured Risk, then:

9.2.1.1 except to the extent that any insurance moneys are refused because of any act or omission of the Tenant; and

9.2.1.2 subject to the Landlord being able to obtain any necessary consents;

the Landlord shall use the insurance monies received by the Landlord (and make good out of its own monies any shortfall), except monies received for loss of rent, in repairing and reinstating the Site (other than any part which the Landlord is not obliged to insure) or in building a Comparable Site as soon as reasonably possible. A "Comparable Site" is one generally similar to the Site (including the Building and any other structures on the Site) in design, function size and location, but may differ in a non-material way in these aspects from the Site having regard to the principles of good estate management and good building design.

9.2.2 The Landlord shall use reasonable endeavours to:

9.2.2.1 obtain the necessary labour, materials and consents to repair or reinstate the Site or the Comparable Site (as the case may be) but will not be obliged to appeal against any refusal of a consent; and

9.2.2.2 obtain any warranties and product guarantees for the repair or reinstatement of the Site or the Comparable Site (as the case may be) in favour of the Tenant which it would be reasonable to expect to be provided in connection with the works of repair or reinstatement.

9.3 **Tenant's obligations relating to insurance**

9.3.1 The Tenant shall:

9.3.1.1 pay the Insurance Rent in accordance with this Lease;

9.3.1.2 comply with the requirements of the insurers relating to the Premises;

9.3.1.3 give the Landlord as soon as reasonably practicable written notice of any damage to or destruction of the Premises by an Insured Risk; and

9.3.1.4 pay the Landlord within 30 Working Days of demand the amount of any excess required by the insurers in connection with any damage or destruction caused by an Insured Risk.

9.4 **Suspension of rent**

9.4.1 If the whole or any part of the Premises or any part of the Site (including any Service Media or Common Parts) over which the Tenant exercises rights granted by this Lease, are damaged or destroyed by an Insured

Risk or an Uninsured Risk so as to make the Premises or any part unfit for, or materially incapable of, occupation or use, the Rent, the Insurance Rent (and any Service Charge) (or a due proportion of it according to the nature and extent of the damage) will be suspended from the date of damage or destruction until the Premises, or such part, have been made fit for occupation and use or the Service Media or Common Parts over which the rights are exercised are repaired or restored AND any moneys paid in advance in respect of the period after the date of destruction shall be repaid by the Landlord to the Tenant within 20 Working Days of the date of the damage or destruction.

9.4.2 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant.

9.4.3 Any dispute relating to this clause 9.4 will be referred to arbitration.

9.5 **Option to terminate following damage**

9.5.1 If the whole or substantially the whole of the Premises or any part of the Site needed to use the Premises under this Lease, is made unfit for occupation or use by damage or destruction caused by an Insured Risk or an Uninsured Risk and

9.5.1.1 the damage or destruction has not been reinstated within three years of the damage or destruction; or

9.5.1.2 the Landlord has not started substantially to reinstate the damage or destruction within one year of the damage or destruction;

then either party may terminate this Lease by giving written notice to the other.

9.5.2 This Lease will terminate on service of such notice, but such termination will be without prejudice to any claim which the Landlord or the Tenant may have against the other for any earlier breach of their respective obligations in this Lease.

9.6 **Insurance monies**

All insurance monies payable in respect of insurance for which the Landlord is obliged to insure under this Lease will belong to the Landlord.

10. STATE AND CONDITION OF THE PREMISES

10.1 Repair

- 10.1.1 The Tenant shall maintain the Premises so that they remain wind and watertight and shall undertake those maintenance obligations in a tenant like manner.
- 10.1.2 The Tenant shall keep any outside parts of the Premises reasonably clean and tidy (including maintaining reasonably clean and tidy where relevant any garden or landscaped area).
- 10.1.3 The Tenant will not be liable under this clause 10.1 to the extent that the disrepair is caused by an Insured or Uninsured Risk.

10.2 Alterations

- 10.2.1 The Tenant shall not construct any new building or structure on the Premises save that the Tenant may:
 - 10.2.1.1 to the extent that there are none as at the Commencement Date, with the consent of the Landlord (such consent not to be unreasonably withheld), and;
 - 10.2.1.2 without the consent of the Landlord where there are such non-occupational buildings and structures as at the Commencement Date, and the Tenant is simply demolishing or moving those structures somewhere else within the Premises;

construct non-occupational buildings and structures on the Yard such as by way of example bicycle and motor cycle sheds and stores, storage sheds, electricity supply and generation equipment, external smoking facilities, posting facilities and post boxes.
- 10.2.2 The Tenant shall not without the consent of the Landlord (such consent not to be unreasonably withheld):
 - 10.2.2.1 make any internal or external structural or external non-structural alterations or additions to the Premises;
 - 10.2.2.2 make any alterations to the Service Media which form part of the Premises.

10.2.3 The Tenant may without the Landlord's consent:

10.2.3.1 make:

(a) internal non-structural alterations or additions to the Premises (including minor separation works which do not have an adverse impact on the Other Space, for example blocking up any parcel counters, to separate the Premises from the remainder of the Site);

(b) alterations and additions to those Service Media within the Premises exclusively serving the Premises,

which may include minor penetration of the Main Structure (as long as they do not damage the structural integrity of the Main Structure) and shall, to the extent that the Landlord's insurers require the same, give the Landlord notice together with full details of the alterations within 25 Working Days of completing the same;

10.2.3.2 make alterations stemming from recommendations or requirements of the insurance company from time to time insuring the Tenant's contents at the Premises and/or the local crime prevention officer;

10.2.3.3 construct stand-alone boards or attach boards containing corporate signage and directional information at the Premises.

10.2.4 On any application for consent to make alterations or additions, the Landlord and the Tenant agree to use the same form of consent document as the Licence **PROVIDED THAT:**

10.2.4.1 if the Landlord reasonably refuses consent on any application by the Tenant for which it needs the Landlord's consent and it would be reasonable for the Landlord to grant consent if it were in a position to require that the proposed alteration or addition must be reinstated before the end of the Term;

10.2.4.2 the Tenant may, in the Tenant's absolute discretion, elect to propose as part of the application that it will remove the alteration or addition and reinstate the Premises in relation to that proposed alteration or addition.

10.2.5 Subject to the proviso to clause 10.2.4 notwithstanding any provision in any subsequent licence for alterations (unless it expressly refers to this

clause 10.2.5 and states that it overrides it) the Tenant shall not be required to reinstate any alterations or additions made to the Premises at any time by the Tenant or by any person deriving title from it under the Lease.

10.3 Signs and reletting notices

10.3.1 For so long as Post Office Limited is the tenant under this Lease it may affix any external signs giving the name and business of Post Office Limited without consent.

10.3.2 At the end of the Term the Tenant shall not be required to remove any signs affixed by it under clause 10.3.1 at the Premises.

10.3.3 The Tenant shall permit the Landlord to place one sign on the Premises (save to the extent the Tenant has served notice that it does not intend to vacate the Premises) during the last six months of the Term for the reletting of the Premises, as long as such sign does not unreasonably restrict:

10.3.3.1 the access of light or air to the Premises;

10.3.3.2 any Tenant signage;

10.3.3.3 any lawful use of the Premises by the Tenant.

10.4 Dilapidations

10.4.1 The Landlord and the Tenant agree and declare that the intention of this Lease is solely to ensure that the Premises and the Site are kept in a reasonable state of maintenance. They do not impose any obligation to carry out any improvements. Both the Landlord and the Tenant may, for example under clause 19.5, make such "improvements", but they have no obligation to do so and (in the absence of a separate agreement entered into by them in their respective absolute discretions) will not be able to recover the cost of doing so from the other party.

10.4.2 The Tenant shall have no liability for repairs, decoration or maintenance at the end of the Term, no matter how this Lease ends, nor shall the Landlord have any rights to enter the Premises at any time during the Term to carry out any works for which it might otherwise then be able to charge the Tenant. For the complete avoidance of doubt, the Landlord's remedies against the Tenant for breach of the repair and maintenance covenants in this Lease during the Term shall not at any time include the

right to enter the Premises in order to carry out works which it would then wish to charge to the Tenant.

- 10.4.3 This clause 10.4 however does not allow the Tenant to, and the Tenant confirms that it will not, commit any act of waste at the Premises.

11. USE OF THE PREMISES

11.1 The Permitted Use

The Tenant shall not use the Premises other than for the Permitted Use.

11.2 Restrictions on use

The Tenant shall not:

- 11.2.1 do anything on the Premises which is illegal or immoral;
- 11.2.2 do anything on the Premises which is noisy or which would cause a nuisance or any damage to the Landlord or any owner or occupier of any other property adjoining or near the Premises;
- 11.2.3 carry out any acts at the Premises which are noxious or dangerous;
- 11.2.4 store dangerous or inflammable materials at the Premises unless they are:
 - 11.2.4.1 of a type usually kept by persons carrying on the same business as the Tenant (or other occupier) or are necessary for the operation of any plant or machinery;
 - 11.2.4.2 kept in reasonable quantities; and
 - 11.2.4.3 stored safely and in accordance with the requirements and recommendations of the insurers of the Premises;
- 11.2.5 allow waste to accumulate at the Premises;
- 11.2.6 allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any adjoining property; nor
- 11.2.7 overload or obstruct any Service Media which serve the Premises.

11.3 Fire and security precautions

The Tenant shall comply with the requirements and recommendations of the fire authority and with any reasonable requirements of the Landlord relating to fire

prevention and the provision of fire fighting equipment at the Premises and the reasonable requirements of the Landlord in relation to the security of the Premises while they are vacant.

11.4 Exclusion of warranty

The Landlord does not warrant or represent that the Premises may be used for the Permitted Use or for any other purpose.

11.5 Post Office Use

For the avoidance of doubt any use to which Post Office Limited puts the Premises in accordance with the Permitted Use shall not be deemed to be a breach of the Tenant's covenant at clause 11.2.2.

11.6 Ancillary Use

The Landlord confirms that the Tenant may use the Premises for any use ancillary to the Permitted Use whether the same takes place in a self contained unit within the Premises or not.

11.7 Environmental

11.7.1 In this clause the following definitions apply:

"Dangerous Substances" any substance (whether in the form of a solid, liquid, gas or vapour or any combination of them) the generation, keeping, transportation, storage, treatment, use or disposal of which gives rise to a risk of causing harm to humans or to any other living organism, or causing damage to the Environment and includes any controlled, special, hazardous, toxic, radioactive or dangerous waste;

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

"Environmental Law" means any legal rule, regulation or obligation, whether or not having effect as at 5 October 2006, and whether or not having retrospective effect, concerning the protection of human health or the Environment or Dangerous Substances.

11.7.2 Subject to clause 11.7.3 below:

11.7.2.1 the Tenant shall comply with all applicable Environmental Laws relating to its use of and its carrying out of any operations at, the Premises; and

11.7.2.2 the Tenant shall not cause any contamination or pollution at, on, in or under the Premises which results in proceedings under Environmental Law being brought against the Landlord.

11.7.3 The Tenant shall have no liability:

11.7.3.1 in relation to contamination or pollution present at, on, in or under the Premises prior to 5 October 2006;

11.7.3.2 under any Environmental Law in relation to the use of, or the carrying out of operations at the Premises prior to 5 October 2006; or

11.7.3.3 in relation to the migration of Dangerous Substances from adjoining property to the Premises whether or not such migration takes place before or after 5 October 2006.

12. **DEALINGS**

12.1 **General restrictions**

The Tenant shall not part with nor agree to part with possession of the whole or part of the Premises or this Lease, nor allow any other person to occupy the whole or any part of the Premises, except as permitted by the remainder of this clause 12.

12.2 **Assignments**

12.2.1 In this clause “**Assignee**” means the proposed assignee and “**Assignment**” means the proposed assignment.

12.2.2 The Tenant shall not assign any part (as opposed to the whole) of this Lease.

12.2.3 The Tenant shall not assign the whole of this Lease without the consent of the Landlord, such consent (subject to the following provisions of this clause) not to be unreasonably withheld.

12.2.4 The Landlord and the Tenant agree that, for the purposes of section 19(1 A) of the Landlord and Tenant Act 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

12.2.4.1 that the Tenant enters into an authorised guarantee agreement no later than the date of the instrument of the Assignment, which agreement is to be by deed, is to provide for a guarantee of all the obligations of the Assignee under this Lease from the date of the instrument of the Assignment

until the Assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by section 16(5) of that Act and which is otherwise in accordance with section 16 of that Act and in a form reasonably required by the Landlord;

12.2.4.2 that, where reasonably required by the Landlord, the Assignee shall procure a guarantor or guarantors reasonably acceptable to the Landlord, to enter into a guarantee of the Assignee's obligations under this Lease, such guarantee to be by deed and to be in such a form as is reasonably required by the Landlord;

12.2.4.3 that, if at any time before the Assignment the Tenant has not paid the Rent referred to in clause 7.1.1 of this Lease the Landlord may refuse or revoke its consent to the Assignment by written notice to the Tenant;

12.2.4.4 that the Assignment is completed within six months of the date of the consent;

12.2.4.5 that on an assignment by the Tenant to a company which is a Group Company, the ultimate holding company (unless it is the Tenant, or it would itself be giving an authorised guarantee agreement), enters into a guarantee by deed and to be in such form as is reasonably required by the Landlord but if the ultimate holding company would otherwise be released from liability, the Landlord may require another substantial Group Company to give the guarantee PROVIDED THAT if the Tenant is Post Office Limited or a Group Company of Post Office Limited, only Post Office Limited (and not its ultimate holding company) shall be required to enter into such guarantee by deed;

12.2.4.6 that in the reasonable opinion the Landlord, the value of the Landlord's reversion to this Lease would not be diminished or otherwise adversely affected by the proposed assignment (on the assumption, if not a fact, that the Landlord wished to sell the reversion immediately after the proposed assignment).

12.2.5 Clause 12.2.4 does not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

12.3 Underlettings

12.3.1 The Tenant shall not underlet the whole or any part of the Premises, except:

12.3.1.1 in accordance with the remainder of this clause 12.3 and with clause 12.4;

12.3.1.2 and then only with the consent of the Landlord (such consent not to be unreasonably withheld), except that, for the avoidance of doubt, if clause 12.3.4 applies, no consent shall be required.

12.3.2 The Tenant shall not underlet the whole of the Premises without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply with the terms of this Lease on the part of the tenant, other than as to the payment of any Rent or other sums reserved as rent by this Lease, and to comply with the obligations on the undertenant in the underlease throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.

12.3.3 Any underlease of the whole or any part of the Premises shall be granted at a rent which is not less than the market rent of the area to be underlet and without a fine or premium and with the underlease rent payable not more than one quarter in advance.

12.3.4 The Tenant may underlet the whole or any part of the Premises at any time without complying with clauses 12.3.1 to 12.3.3, 12.4, 12.5, 12.6, 12.7, 12.8 and 13 as long as:

12.3.4.1 no security of tenure arises; and

12.3.4.2 such underletting is on terms that either:

(a) at the end of this Lease (however it ends) there shall be no lawful occupiers at the Premises; or

(b) the lease is for a term of no longer than the period from the date of the underlease to 2030.

12.4 Terms to be contained in any underlease

Any underlease shall contain the following terms:

- 12.4.1 a valid agreement under section 38A(1) of the Landlord and Tenant Act 1954 excluding sections 24 to 28 (inclusive) of that Act in relation to that underlease;
- 12.4.2 a provision for re-entry in the same terms as clause 17 (Forfeiture);
- 12.4.3 an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the premises demised except by way of an assignment or charge of the whole of its interest in the premises demised;
- 12.4.4 an agreement between the Tenant and any undertenant of the whole of the Premises expressed to be for the purposes of section 19(1 A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of any underlease of the whole of the Premises subject to a condition that the proposed assignee enters into a covenant with the Landlord to comply with the terms of this Lease on the part of the tenant, other than as to the payment of any Rent or other sums reserved as rent by this Lease, and to comply with the obligations on the undertenant in the underlease, from the date of the instrument of the assignment of the underlease is completed throughout the term of the underlease or until the assignee of the underlease is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner and shall otherwise be consistent with the terms of this Lease.

12.5 Further provisions relating to underleases

- 12.5.1 The Tenant shall enforce the obligations of the undertenant in any underlease.
- 12.5.2 The Tenant shall not vary the terms of any underlease without the consent of the Landlord such consent not to be unreasonably withheld.

12.6 Charging

- 12.6.1 The Tenant shall not charge or agree to charge any part of the Premises (as distinct from the whole).
- 12.6.2 The Tenant shall not charge or agree to charge the whole of the Premises without the consent of the Landlord, such consent not to be unreasonably withheld.

12.7 Declarations of trust

The Tenant shall not execute any declaration of trust of the whole or any part of its interest in the Premises or this Lease.

12.8 Group and non group occupation

If the Tenant is a company, it may allow occupation of the Premises by one or more other companies which are in the same Group as the Tenant AND in the case of Post Office Limited (and any statutory successor to the business of Post Office Limited or any part of its business) it may allow occupation by:

- 12.8.1 any part or business or operating division of Post Office Limited;
- 12.8.2 any other company person organisation or undertaking which carries on all, or any part of the provision of postal services and services for or connected with the distribution or communication by whatever means of all description of goods, information or other things; and or
- 12.8.3 any business partner with whom it has a formal business arrangement, subject to the following conditions:
 - 12.8.3.1 no relationship of landlord and tenant is created by the arrangement; and
 - 12.8.3.2 save where Post Office Limited is the Tenant the other companies vacate the Premises immediately if any of them ceases to be a member of the same Group as the Tenant.

13. REGISTRATION OF DEALINGS AND PROVISION OF INFORMATION

- 13.1.1 Within 20 Working Days of any dealing with, or devolution of, the Premises or this Lease or of any interest created out of them or it, the Tenant shall:
 - 13.1.1.1 notify the Landlord in writing of that dealing or devolution;
 - 13.1.1.2 give the Landlord a copy of any document effecting or evidencing the dealing or devolution, together with a copy for any superior landlord and the copies will each be certified by solicitors as a true copy of the original; and
 - 13.1.1.3 pay the Landlord a reasonable registration fee of not less than £25 (twenty five pounds) and no more than £50 (fifty pounds).
- 13.1.2 Registration of any dealing with or devolution of the Premises or this Lease or any interest created out of them or it, will not imply that the

Landlord has considered or approved the terms of that dealing or devolution.

- 13.1.3 The Tenant shall give the Landlord written details of persons occupying the Premises and the basis upon which they occupy on reasonable request by the Landlord.

14. LEGAL REQUIREMENTS

14.1 Legislation

The Tenant shall:

- 14.1.1 comply with all legislation affecting the Premises, their use and occupation and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply;
- 14.1.2 carry out any works to the Premises which are required by legislation; and
- 14.1.3 obtain all licences and consents which are required under any legislation to use the Premises or carry out any works or other activity at the Premises.

14.2 Notices relating to the Premises

The Tenant shall:

- 14.2.1 give the Landlord a copy of any notice received by the Tenant, relating to the Premises or any occupier of them, or to the Landlord's interest in them, within 10 Working Days of having received it (or immediately if there are shorter time limits in the notice);
- 14.2.2 whether the notice requires compliance by the owner or occupier of the Premises, but subject to clause 14.2.3, comply with the terms of any such notice; and
- 14.2.3 to the extent that to do so will not materially and adversely prejudice the Tenant's ability to use the Premises under this Lease make, or join the Landlord in making, any objection or appeal against such notice, which the Landlord may reasonably require, and the costs of making that objection or appeal will be paid for by the Landlord.

14.3 **Planning**

- 14.3.1 The Tenant shall comply with the Planning Acts.
- 14.3.2 The Tenant shall pay any charge imposed under the Planning Acts in respect of the Tenant's use of the Premises, or any works carried out at the Premises by the Tenant.
- 14.3.3 The Tenant shall not apply for planning permission or make any other application under the Planning Acts nor implement any planning permission affecting the Premises without the consent of the Landlord, such consent not to be unreasonably withheld.

14.4 **Defective Premises Act 1972**

- 14.4.1 The Tenant shall give the Landlord written notice of any defect in the Premises which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972.
- 14.4.2 The Tenant shall display any notices at the Premises needed to enable the Landlord to comply with the Defective Premises Act 1972.

15. **LANDLORD'S COVENANTS AND MUTUAL COVENANTS**

15.1 **Quiet Enjoyment**

The Landlord covenants with the Tenant that the Tenant may hold and use the Premises during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord, or by title paramount.

15.2 **Entry**

The Landlord covenants with the Tenant not to enter nor to permit anyone to enter the Premises without procuring that the person so entering:

- 15.2.1 observes any specific precondition to their entry set out in this Lease;
- 15.2.2 observes any reasonable requirements of the Tenant or other lawful occupier (and for so long as Post Office Limited is the Tenant under this lease, if it states that any requirement is as a result of concerns it has with regard to security, health and safety, or operational efficiency, that will be for the purposes of this lease a reasonable requirement);

- 15.2.3 causes as little inconvenience as is reasonably practicable and causes no physical damage in the exercise of the right and if it does cause inconvenience or physical damage, remedies the same immediately;
- 15.2.4 agrees with the Tenant the location, method of working and any other material matters relating to the preparation for and execution of the works to be carried out pursuant to the right of entry, such approval by the Tenant not to be unreasonably withheld;
- 15.2.5 remains upon the Premises for no longer than is necessary;
- 15.2.6 where practicable only exercises the right during such hours as do not comprise the normal business hours of the Tenant or other lawful occupier;
- 15.2.7 exercises such right at its own expense and cost;
- 15.2.8 shall not do so before 10 Working Days' prior notice has been served on the Tenant (except in the case of emergency);
- 15.2.9 obtain any necessary consents for the exercise of the rights; and
- 15.2.10 does so no more frequently than is reasonably necessary.

15.3 Landlord's Service Charge obligations and related Tenant's rights

- 15.3.1 The Landlord covenants as follows:
 - 15.3.1.1 to keep the Main Structure of the Building wind and watertight; and further
 - 15.3.1.2 to keep the Site Service Media and the Forecourt, free of obstruction and in good repair and in full working order,so as to be available for use by the Tenant for the purposes allowed by and the rights granted under this Lease at all times.
- 15.3.2 To keep the Common Parts clean and secure and all services within them such as toilets and kitchens in full working order available for use for the Tenant for the purposes allowed by and the rights granted under this Lease.
- 15.3.3 The Landlord's Service Charge Year will run from 25 March until 24 March and by no later than 1 August in any year, it shall provide to the Tenant a comprehensive and detailed performance plan for how it proposes to comply with its obligation in clause 15.3.1 and 15.3.2 in the following year,

and shall incorporate any reasonable requirements which the Tenant may have to the extent that those reasonable requirements require the Landlord to put right any deficiencies that are evident in the Landlord's performance plan, either from the detail of the plans supplied, or from the way in which it has worked in the previous or current year.

15.3.4 If at any time the Main Structure, the Site Service Media, the Common Parts, the Forecourts, or the Site, or any part of them is in a state of repair which adversely affects the Tenant's ability to carry out its business at the Premises, the Tenant may ((save in the case of emergency when no notice need be given) after having given the Landlord notice of such disrepair and the Landlord having failed to remedy the same within a reasonable period, which reasonable period may be less than a whole day) remedy the disrepair and to the extent that the disrepair is a breach by the Landlord of its obligation in 15.3.1 or 15.3.2 above, it will be able to recover all of its costs of remedying the disrepair (less 50% of the amount of the Tenant's Service Charge Contribution which would have been payable had the Landlord complied with its obligations in clause 15.3.1 and 15.3.2), plus any reasonable and proper fees and expenses related to that cost, upon demand from the Landlord and subject to the Landlord not substantively and legitimately disputing any element of the cost, or its need. If the Landlord does substantively and legitimately dispute the same, the matter shall be referred for dispute under clause 19.2 (Arbitration).

15.3.5 In respect of any payment made by the Landlord to the Tenant under clause 15.3.4, the Landlord may only recover through the Service Charge 50% of the amount of the Tenant's Service Charge Contribution which would have been payable by the Tenant had the Landlord complied with its obligations in clause 15.3.1 and 15.3.2.

15.4 Use of the Premises

The Landlord covenants:

15.4.1 Not at any time to allow any part of the Site (excluding the Premises) to be used in a way which acting reasonably the Tenant believes will affect or interfere (other than to an immaterial extent) with the use of the Premises.

15.4.2 Not to do any act, deed or thing in or about or in connection with the Site which may become a nuisance to the Tenant's occupation of the Premises or which may lead to the damage of the Premises.

15.4.3 Whilst the Post Office Limited is the tenant and in occupation of the Premises and subject to the terms of clause 15.4.4, the Landlord shall consult the Tenant prior to marketing the letting or disposal of Other Space by the Landlord and obtain the Tenant's prior written consent to any prospective disposal or letting of Other Space by the Landlord which the Tenant confirms it will not unreasonably withhold to the extent that:

15.4.3.1 the Tenant reasonably believes that the proposed letting or disposal will not adversely affect or interfere with its lawful use or operation of the Premises;

15.4.3.2 save where the letting or disposal of Other Space relates to a reletting or disposal of previously occupied space by a third party tenant the Landlord confirms it will carry out any Works which satisfy any reasonable concerns that the Tenant has in that regard (such works to be carried out by the Landlord on the same terms, (like for like), as those in the Licence);

15.4.3.3 the Landlord confirms that it will pay the Tenant's reasonable costs reasonably incurred in relation to the Landlord's proposals including (without limitation) discussions on, and then approving, the content of any Works, and monitoring their carrying out and completion; and

15.4.3.4 if as a result of the Landlord consulting the Tenant under this clause 15.4.3, the Tenant fails within 15 Working Days to make a written response to a Landlord's initial application to the Tenant for consent (served in accordance with clause 18) upon the Tenant which contains all the supporting documentation that the Tenant could reasonably need at that stage, the Tenant will be deemed to have given its consent on the terms upon which the Landlord made the application.

15.4.4 The consent of the Tenant under the provisions of clause 15.4.3 shall not be required where the proposed letting or disposal of Other Space is to a tenant or buyer whose principal business is not the provision of postal services and the Other Space is part of the Site:

15.4.4.1 wholly separate from the Premises; or

15.4.4.2 with separate and independent access from the Premises provided that where the Other Space is for residential use and access to the Other Space is obtained through any yards used in common with tenant, the Landlord and the Tenant (acting

reasonably) shall agree a regime for access through the yards used in common that complies with all applicable health and safety requirements

PROVIDED THAT in either case the Landlord confirms it will carry out any Works which satisfy any reasonable concerns that the Tenant has relating to any adverse effect or interference with its lawful use or operation of the Premises (such works to be carried out by the Landlord on the same terms, (like for like), as those in the Licence).

15.5 VAT Covenant

The Landlord covenants

15.5.1 not to do anything and to procure that nothing is done (and in particular that the election to waive exemption from VAT for the purposes of paragraph 2 Schedule 10 VATA, or any corresponding provision or re-enactment of it whether before or after 5 October 2006, in respect of all or any part of the Premises is not exercised) which might cause VAT to become payable on or in respect of the whole or any part of the rent or rents or any other monies payable by the Tenant to the Landlord;

15.5.2 for the avoidance of doubt the Landlord shall not be in breach of the covenant in clause 15.5.1 to the extent that a member of the POL VAT Group has made and notified a valid election to waive the exemption from VAT for the purposes of paragraph 2, Schedule 10 of the VATA in respect of the Premises on or before the Commencement Date;

15.5.3

15.5.3.1 unless otherwise expressly stated, all amounts payable by the Tenant to the Landlord under this Lease in consideration for supplies by the Landlord within the scope of Group 1, Schedule 9 VATA are inclusive of VAT save to the extent of valid elections referred to in clause 15.5.2 that have been made and notified to HM Revenue and Customs by any member of POL VAT Group on or before the date hereof, in which case such consideration is exclusive of VAT;

15.5.3.2 in this clause 15.5 "POL VAT Group" means the VAT group of which Post Office Limited is the representative member.

15.6 Rating

Tenant shall pay rates for the Premises and the Landlord shall pay rates for the remainder of the Site.

15.7 Utilities

15.7.1 As at the Commencement Date, if the Utility Services being supplied to the Site have not been split so that Utility Services are not being provided to the Premises and the remainder of the Site separately, the provisions of clause 15.7.2, 15.7.3 and 15.7.4 shall apply.

15.7.2 Until such time (if ever) that all of the relevant Utility Services providers are requested to provide their Utility Services direct to the Premises and the remainder of the Site and to put in place separate billing arrangements (a "**Utility Split**"), the Landlord agrees that the Tenant shall continue to take the Utility Services for the Site until the date on which separate arrangements are entered into for all of the Utility Services (the "**Utilities Split Date**").

15.7.3 Until the Utilities Split Date;

15.7.3.1 the Tenant covenants to use its reasonable endeavours to obtain the Utility Services from the relevant Utility Services provider and subject thereto, to supply the same to the remainder of the Site at all times reasonably requested by the Landlord on behalf of users and occupiers of the remainder of the Site;

15.7.3.2 the Landlord will pay to the Tenant on demand the Landlord's Utility Services Contribution and if reasonably requested by the Landlord the Tenant shall provide appropriate evidence showing the basis and calculation of the amount of the Landlord's Utility Services Contribution.

15.7.4 From the Utilities Split Date, the Tenant and the Landlord will enter into and comply with whatever obligations they have agreed (in their absolute discretion) under clause 15.7.2.

15.7.5 If the Utilities Services have already been split, then clause 15.7.2, 15.7.3 and 15.7.4 shall not apply and each of the Tenant and the Landlord shall each be responsible for paying for the Utilities Services provided to them.

15.7.6 The Tenant (in its absolute discretion and at its sole cost) may make and/or request a Utility Split.

16. **LIMITS ON LANDLORD'S LIABILITY**

- 16.1 In this clause "**Interest**" means the whole of the interest in the reversion immediately expectant on the end of the Term.
- 16.2 The obligations on the Landlord contained or implied in this Lease, to the extent that they relate to any time after a person has parted with its Interest, will not be binding on or enforceable against a person after that person has parted with its Interest.

17. **FORFEITURE**

17.1 **Landlord's right of re-entry**

If any event set out in clause 17.2 occurs, the Landlord may forfeit this Lease and re-enter the Premises. The Term will then end, but without prejudice to any claim which the Landlord may have against the Tenant or a Guarantor for any failure to comply with the terms of this Lease.

17.2 **Events giving rise to the Landlord's right of re-entry**

- 17.2.1 The Rent or any other sum payable under this Lease has not been paid 20 Working Days after it became due whether formally demanded or not.
- 17.2.2 The Tenant has failed materially to comply with the terms of this Lease.
- 17.2.3 The Tenant, if an individual (or if more than one individual then any one of them):
- 17.2.3.1 is the subject of a bankruptcy order;
 - 17.2.3.2 is the subject of an application for an interim order under part VIII of the Insolvency Act 1986; or
 - 17.2.3.3 enters into any composition moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986.
- 17.2.4 A receiver of the income of the Premises is appointed under section 101 of the Law of Property Act 1925.
- 17.2.5 In relation to a Tenant which is a body corporate (or if more than one body corporate then any one of them):

- 17.2.5.1 a proposal for a voluntary arrangement is made under part I of the Insolvency Act 1986 or the directors of the Tenant resolve to make such a proposal;
- 17.2.5.2 an Administration Order is granted under Schedule B1 of the Insolvency Act 1986;
- 17.2.5.3 a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of its property (or part of it) is appointed;
- 17.2.5.4 a resolution for its voluntary winding up is passed under part IV of the Insolvency Act 1986 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
- 17.2.5.5 an order for its winding up is granted by the Court under Part IV of the Insolvency Act 1986;
- 17.2.5.6 an application is made under section 425 of the Companies Act 1985 or a proposal is made which could result in such an application; or
- 17.2.5.7 the Tenant is dissolved, or is removed from the Register of Companies, or ceases to exist (whether or not capable of reinstatement or reconstitution).

18. NOTICES IN CONNECTION WITH THIS LEASE

- 18.1 Where any notice is to be given in connection with this Lease, it must be given in writing and signed by or on behalf of the party giving it, unless it is stated that it need not be given in writing.
- 18.2 Any notice to be given in connection with this Lease will be validly served if sent by first class post, or registered post or recorded delivery and addressed to or personally delivered to:
 - 18.2.1 the Landlord at the address given in this deed or such other address in the United Kingdom which the Landlord has notified to the Tenant in writing;
 - 18.2.2 the Tenant at the Premises or at its registered office;

18.2.3 whilst this Lease is vested in Post Office Limited any notice to be served on the Tenant shall be sent to 100 Wood Street, London, United Kingdom, EC2V 7ER;

and/or to such other person or persons at such address or addresses in the United Kingdom (but not exceeding three) as the Tenant notifies the Landlord; and

18.2.4 a Guarantor at the Premises or its registered office or its last known address.

18.3 Any notice or demand sent by post from within the UK and properly stamped and correctly addressed will be conclusively treated as having been delivered two Working Days after posting.

18.4 The Tenant shall give the Landlord verbal notice of any matter affecting the Premises where emergency action is needed as well as written notice.

19. MISCELLANEOUS

19.1 Landlord's rights to remedy Tenant default

19.1.1 If the Tenant fails to comply with any of its obligations in this Lease, the Landlord may give the Tenant written notice of that failure, and the Tenant shall:

19.1.1.1 immediately in the case of an emergency; and

19.1.1.2 otherwise as soon as practicable, but in any event within one month of such notice,

begin and then, within a reasonable time, complete remedying that failure.

19.1.2 The Tenant shall pay to the Landlord on demand the reasonable and proper costs reasonably and properly incurred by the Landlord in giving notice under and monitoring compliance with clause 19.1.1.

19.2 Arbitration

Where this Lease refers to a dispute being referred to arbitration, it will be referred to a single arbitrator who will act in accordance with the Arbitration Act 1996, and the referral will be a submission to arbitration in accordance with that Act.

19.3 Severability

Each of the provisions of this Lease are distinct and severable from the others, and if at any time one or more such provisions is or becomes illegal, invalid or unenforceable (either wholly or to any extent), the validity, legality and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired.

19.4 Good faith

Both parties shall act in good faith and without a view to seeking some form of adverse economic disadvantage to the other party in assessing the extent to which the services or access rights within the Building need to be modified in order that either the Landlord in the case of undemised space, or the Tenant in relation to its demise and rights granted, should be changed so that one or the other can fully enjoy the relevant space.

19.5 Improvements

The Landlord and the Tenant agree that the Landlord and the Tenant's respective obligations in clauses 10 and 15.3.1 and 15.3.2 are less than an obligation to keep the Premises/Building in good and substantial repair and that the Landlord may wish to provide services to the Site which are of a type and nature which are of a higher quality than that for which the Tenant is obliged to pay. In those circumstances, the Landlord may provide services of such higher quality, but shall not charge to the Tenant the extra cost associated with providing those services, albeit it may recover from the Tenant such part of the cost as it would otherwise have been able to recover had it only been complying with clause 15.3.1.

19.6 Telephone Boxes

To the extent that within the Site or the Premises there remain any Telephone Boxes:

19.6.1 the Landlord shall have no rights in relation to them and subject to sub-clause 19.6.3 the Tenant:

19.6.1.1 may, but shall not be obliged, to remove them; and

19.6.1.2 shall not be obliged to maintain them at all.

19.6.2 but the Tenant shall be entitled to remove them (making good any physical damage caused) and once removed and made good, to the extent that such Telephone Box is located outside the Premises, it shall become part of the Main Structure.

19.6.3 Where under the terms of a superior lease the Landlord or the Tenant is actually required to reinstate the Property or relevant part, the Tenant shall

procure removal of the telephone box as shall be required under the terms of the superior lease and in accordance with the terms of such superior lease.

19.7 Telecoms Agreements

19.7.1 The Landlord takes the Site subject to any rights any occupier might have under any Telecoms Agreement and the Tenant confirms that the Tenant takes the demise of the Premises subject to the terms of any Telecoms Agreement which affects Premises or the rights granted to the Premises.

19.7.2 If any Telecoms Agreement contains the right for the Landlord or the Tenant to serve a notice to terminate such arrangement the Landlord confirms that:

19.7.2.1 the Tenant (and not the Landlord) may decide in its absolute discretion whether or not to terminate such arrangement and the Landlord shall act, or not act, as directed by the Tenant;

19.7.2.2 the Tenant (or anyone it decides) shall be entitled to keep any income received under the Telecoms Agreement,

Provided that the Tenant shall terminate such arrangement where requested by the Landlord subject to the Landlord paying to the tenant such sums as the Tenant and the Landlord shall agree (both parties acting reasonably) as shall represent the Tenant's loss of income under the Telecoms Agreement for the Premises

20. RECHARGE

20.1 The Tenant covenants to keep the Boiler and the Cooling Plant:

20.1.1 in full working order (and if necessary, in order to do so to replace any of the same); and

20.1.2 available for use by the Other Space at all times reasonably requested by the Landlord on behalf of the users and occupiers of the Other Space.

20.2 The Tenant's service charge year obligations will run from 25 March until 24 March.

20.3 The Landlord will pay to the Tenant on demand the Landlord's Service Charge Contribution.

21. LANDLORD TO PAY VAT AND INTEREST

- 21.1 Where the Landlord is to pay the Tenant the costs of any supplies made to the Tenant, the Landlord shall also pay the Tenant any VAT payable in connection with that supply, except to the extent that the Tenant is able to obtain a credit or refund for the VAT from HM Revenue and Customs.
- 21.2 If any sums payable by the Landlord under this Lease to the Tenant are not paid within 20 Working Days of the due date for payment, the Landlord shall pay interest to the Tenant at the Interest Rate for the period from and including the due date until payment (both before and after any judgment) and interest will accrue on a daily basis and will be payable within 20 Working Days of lawful demand.

22. TENANT'S OPTION TO BREAK

- 22.1 The Tenant may terminate this Lease on the Break Date by serving the Break Notice on the Landlord at least 6 months before the Break Date.
- 22.2 If the Tenant duly serves a Break Notice it shall procure that there shall be no lawful occupiers at the Premises on the Break Date.
- 22.3 Apart from the provisions in clause 22.1 specifying when the Break Notice may be served and the length of the Break Notice, there are no conditions to service of the Break Notice or the termination of this Lease.
- 22.4 Following service of a Break Notice this Lease shall terminate on the Break Date.
- 22.5 Termination of this Lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.
- 22.6 If this Lease terminates in accordance with clause 22.4, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Rent, Service Charge and Insurance Rent paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Payment Day.

23. RIGHTS OF THIRD PARTIES

No person other than a contracting party may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

24. NEW OR OLD LEASE

This Lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

IN WITNESS of which this deed has been duly executed and is delivered on the date written at the beginning of this deed.

SCHEDULE 1 – FORM OF LICENCE TO CARRY OUT WORKS

DATED _____ 2024

[LANDLORD] (1)

[TENANT] (2)

LICENCE TO CARRY OUT WORKS

Relating to Part of Post Office,
Kings Square,
Gloucester, GL1 1AD

PARTIES

- (1) [] (incorporated and registered in England and Wales under company number [], the registered office of which is at [] (the "Landlord"); and
- (2) [] (incorporated and registered in England and Wales under company number [], the registered office of which is at [] (the "Tenant").

Background

- (A) The Landlord is entitled to the reversion immediately expectant on the Term.
- (B) The unexpired residue of the Term is vested in the Tenant.
- (C) The Lease contains a covenant binding on the Tenant not to make certain alterations to the Premises without the written consent of the Landlord.

It is agreed:

1. Definitions

1.1 In this licence the following definitions apply:

Landlord	means the first party to this licence and its successors in title;
Lease	means a lease made between Trillium (RMF) Limited (1); and Post Office Limited (2) and dated [] and any document supplemental to or varying such lease whether entered into before or after the date of this licence and including this licence;
Premises	means Part of Post Office Kings Square, Gloucester GL1 1AD, as more particularly described in the Lease;
Tenant	means the second party to this licence and its successors in title;
Term	means the term of years created by the Lease;
Works	means [] as more particularly described in the plan[s] and specification[s] referred to in the schedule and annexed to this licence.

2. **Interpretation**

- 2.1 The clause headings are for reference only and do not affect the construction of this licence.
- 2.2 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.3 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as consolidated, amended or re-enacted from time to time and includes all orders, regulations, consents, licences, notices, bylaws and Codes of Practice made or granted under such legislation.
- 2.4 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.
- 2.5 A reference to a clause or schedule is to a clause or schedule of this licence and a clause includes a sub-clause.

3. **The works**

3.1 Consent

- 3.1.1 The Landlord consents to the Tenant carrying out the Works.
- 3.1.2 If the Works have not begun within six months of the date of this licence, the consent given by the Landlord in this Deed will lapse and become void.

3.2 Obligations before commencement of the Works

- 3.2.1 Before beginning the Works, the Tenant shall give the Landlord at least three working days' prior written notice of the date of commencement of the Works.

3.3 Obligations during the carrying out of the Works

- 3.3.1 The Tenant shall carry out and complete the Works:
 - 3.3.1.1 with all reasonable speed appropriate to the nature of the Works;
 - 3.3.1.2 in a good and workmanlike manner, with good quality materials;
 - 3.3.1.3 in accordance in all respects with all legal requirements;

- 3.3.1.4 to the reasonable satisfaction in all respects of the Landlord, the insurers, any competent authority and any other person whose consent to or approval of the Works is required;
 - 3.3.1.5 in a manner so as to cause as little inconvenience and annoyance as reasonably possible to the Landlord and the owners and occupiers of adjoining and neighbouring property; and
 - 3.3.1.6 so as not to result in the Premises, or any adjoining or neighbouring property, becoming unsafe.
 - 3.3.2 The Tenant shall:
 - 3.3.2.1 make good to the Landlord's satisfaction any physical damage arising out of, or incidental to, the carrying out or completion of the Works; and
- 3.4 The CDM Regulations
 - 3.4.1 In this clause the "Regulations" means the Construction (Design and Management) Regulations 2015.
 - 3.4.2 By entering into this licence, the Tenant and the Landlord agree that, to the extent that the Landlord may be a client for the purposes of the Regulations, the Tenant is to be treated as the only client in respect of the Works for the purposes of the Regulations.
 - 3.4.3 The Tenant must comply with its obligations as a client for the purposes of the Regulations and must ensure that the principal designer and the principal contractor that it appoints in relation to the Works comply with their respective obligations under the Regulations, including preparing and maintaining the health and safety file for the Works.
 - 3.4.4 The Tenant must ensure that all relevant documents relating to the Works are placed in the health and safety file for the Property by the principal designer or principal contractor in accordance with the CDM Regulations. The Tenant must maintain the health and safety file for the Property in accordance with the CDM Regulations and give the health and safety file to the Landlord at the end of the Term. The Tenant must allow the Landlord and its agents or appointees to enter the Property to inspect the health and safety file and must at its own cost supply the Landlord with copies of it or any of the documents in it.

3.4.5 The Tenant covenants to procure that there shall be granted to the Landlord a royalty free and irrevocable licence to use and copy any information and documents or other materials comprised in the health and safety file for the Works for any purpose connected with the Premises and such licence or licences shall also contain a right to grant sublicences on similar terms and be transferable to third parties.

3.4.6 The Tenant acknowledges that no partnership or agency relationship exists between the Landlord and the Tenant in relation to the Works or is created by or in consequence of the execution of the Works or this licence or otherwise.

3.5 Obligations following completion of the Works

3.5.1 On completion of the Works, the Tenant's obligations contained in the Lease shall apply with any necessary variations to the Premises in their then altered state.

The Tenant shall not be obliged to reinstate any works carried out under this Licence.

3.6 General

The Tenant shall pay any increased or additional premium which the insurers of the Premises or of any adjoining or neighbouring property may require by reason of the carrying out or completion of the Works.

4. **Costs**

The Tenant covenants with the Landlord to pay an amount equal to the proper and reasonable costs, fees, charges and expenses which the Landlord reasonably and properly incurs (including, without limitation, such costs, fees, charges and expenses of their professional advisors) relating to this licence (even if this consent lapses) and all matters arising from it including clause 3.6 together with either:

4.1 the value added tax chargeable on any taxable supply arising in connection with the grant of this licence (as a result of the Landlord having made an election to waive exemption or otherwise) or, in all other cases,

4.2 an amount equal to any input value added tax incurred by the Landlord on such costs, fees, charges and expenses and which the Landlord cannot recover (due to no fault of its own).

5. **General**

5.1 This licence is supplemental to the Lease and is a deed.

5.2 Neither this licence nor the carrying out of the Works will release or lessen the liability under the Lease of the Tenant or any other person, whether before or after the date of this licence.

6. **Rights of Third Parties**

No person other than a contracting party may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS of which this licence has been duly executed and is delivered on the date written at the beginning of this Deed.


ANNEX 1 - THE PLAN[S] AND SPECIFICATION[S] SHOWING THE WORKS

EXECUTED as a **DEED** by
MATTHEW WALSH..... an attorney
for and on behalf of **TRILLIUM (RMF)**
LIMITED under a power of attorney dated
20 April 2023 in the presence of:

)
)
)
)
)


.....
TRILLIUM (RMF) LIMITED
acting by its attorney

Witness Signature:


.....

Witness Name:

Barry Minnards
.....

Witness Address:

5 Aldermanbury Square
London EC2V 7HR
.....

Witness Occupation:

CHARGED SUMNER
.....

EXECUTED as a **DEED** by affixing the
COMMON SEAL of **POST OFFICE**
LIMITED in the presence of:

)
)
)
)

.....
a person authorised by Post Office
Limited to act for that purpose