

HEALTH WARNING

The Tenancy to be created by this Lease is not protected by the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 and the Tenant fully understands the implications of this provision.

All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.

- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered

LT430214 (part); LT2857 (part); LT3253 (part)

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.

LR3. Parties to this lease

Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in England and Wales including any prefix.

Landlord

LEICESTER CITY COUNCIL of City Hall, 115 Charles Street, Leicester LE1 1FZ

Tenant

SPEARING WAITE LLP (Registration Number OC361998) whose registered office is situated at 41 Friar Lane Leicester LE1 5RB

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

LR4. Property

Insert a full description of the land being leased or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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

26 car parking spaces at Newarke Street Car Park Newarke Street Leicester as more particularly defined in Clause 2.5

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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

LR5.2 This lease is made under, or by reference to, provisions of: Local Government Act 1972 (as amended)

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

The term as specified in this lease at clause 1.5

LR7. Premium

Specify the total premium, inclusive of any VAT where payable

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate

Do not set out here the wording of the provision.

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

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

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

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

The First Schedule

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

The Second Schedule

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for Standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

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

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

If the Tenant is one person, omit or delete all the alternative statements.

OR

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.

OR

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

Date of Lease

10th July

2015

1.

PARTICULARS

1.1 The Landlord:

LEICESTER CITY COUNCIL of City Hall 115
Charles Street Leicester LE1 1FZ

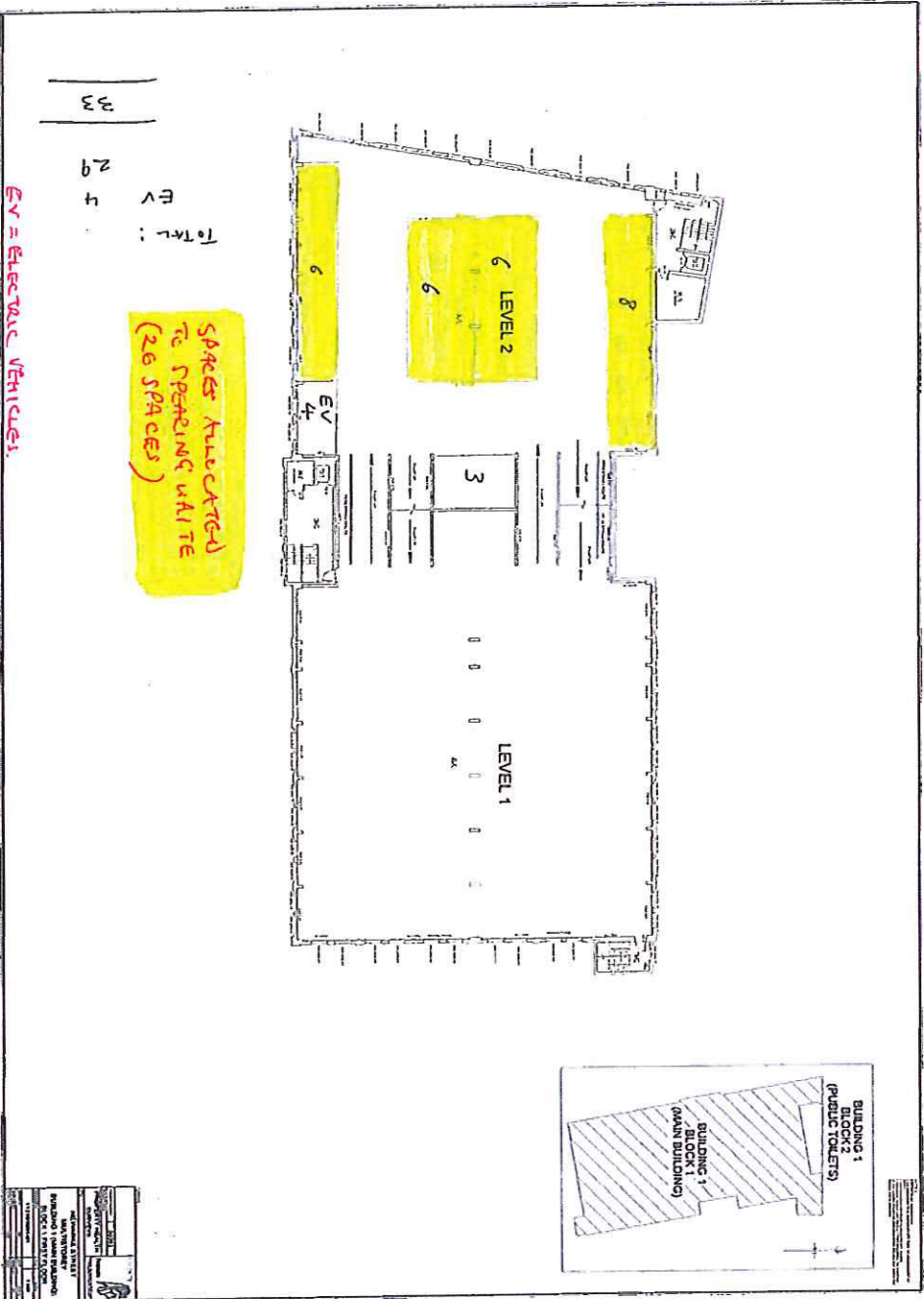
1.2 The Tenant:

SPEARING WAITE LLP (Registration Number
OC361998) whose registered office is situate at
41 Friar Lane Leicester LE1 5RB

1.3 The Property:

26 car parking spaces situate in Newarke Street
Car Park Leicester described in the definitions

- 30th
- 1.4 Commencement Date: [L] November 2015
- 1.5 The Term: Fifteen years from and including the Commencement Date but subject to the provisions for early termination as are herein contained
- 1.6 The Initial Rent: [REDACTED] subject to review as contained in the Fifth Schedule
- 1.7 Review Date: [] November 2020 and [] November 2025
- 1.8 The Review Period: The period from the first Review Date up to but excluding the second Review Date or the period from and including the second Review Date up to the end of the Term (as the case may be)
- 1.9 The Plan: The attached Plan
- 1.10 Permitted Use: Car Park
- 1.11 Rent Commenced 30th November 2015



2. DEFINITIONS

- 2.1 For all purposes of this Lease (unless the context otherwise admits) the terms defined in Clauses 1 and 2 have the meanings specified
- 2.2 The Landlord and the Tenant include the persons deriving title under them respectively
- 2.3 Where any person is more than one person their covenants are joint and several
- 2.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.5 The Property: the land as specified in Clause 1.3 and comprising the 26 parking spaces on level 1 and shown coloured yellow on the Plan forming part of the Landlord's larger premises known as Newarke Street Car Park Newarke Street Leicester ("the Landlord's Larger Premises")
- 2.6 The Rights: the rights specified in the First Schedule being for the benefit of the Tenant its undertenants and their respective agents, employees and anyone expressly or impliedly authorised by the Tenant or any undertenant (in common with all others having the same rights)
- 2.7 The Exceptions and Reservations: the Exceptions and Reservations specified in the Second Schedule being for the benefit of the remainder of the Landlord's Larger Premises (and where appropriate for the tenants or occupiers thereof and all others authorised by the Landlord or otherwise entitled)
- 2.8.1 Service Installations: all pipes sewers drains mains ducts conduits gutters water courses wires cables channels flues and all other conducting media including any fixings louvres cowls and any other ancillary apparatus which are

in on or under the Property

- 2.8.2 Common Parts: the doors access ways passages staircases common areas emergency exits lifts stair rails toilets and other common areas contained in the Landlord's Larger Premises and including the means of access from Newarke Street to and from the Property
- 2.9 Tenant's Covenants: the covenants set out in the Third Schedule
- 2.10 Landlord's Covenants: the covenants set out in the Fourth Schedule
- 2.11 'Rent': the Initial Rent and rent ascertained in accordance with the rent review provisions in the Fifth Schedule
- 2.12 'The Rent Days': the 25th day of March the 24th day of June the 29th day of September and the 25th day of December in each year of the Term
- 2.13 References to any right of the Landlord to have access to the Property shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others)
- 2.14 Covenants by the Tenant not to perform any act include covenants not to allow or permit or suffer any such act to be performed by anyone within its care and control
- 2.15 References to 'consent of the Landlord' or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord (all of which if so required by the Landlord shall be by way of formal Licence)
- 2.16 'Development' has the meaning given by the Town and Country Planning Act 1990 Section 55
- 2.17 'Insured Risks' means loss or damage by fire, lightning, storm, tempest,

earthquake, landslip, heave, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft (other than war risks), terrorism, flood, bursting and overflowing of water tanks and pipes and any other risks insured by the Landlord from time to time

2.18 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' or 'statutes' includes any regulations or orders made under such statute or statutes

2.19 The clause paragraph and schedule headings (and the table of contents) do not form part of this Lease and shall not be taken into account in its construction or interpretation

2.20 References to specific officers of the Landlord shall be construed as extending to any person for the time being exercising that or the equivalent role

2.21 "The Entry System": The installation and subsequent maintenance and use of an entry system on the Landlord's larger premises for the purpose of entry to and egress from the Property

Demise 3. IN exchange for the Rent and the Tenant's Covenants the Landlord **LETS** the Property for the Term from the Commencement Date **TOGETHER WITH** the Rights but **SUBJECT** to the Exceptions and Reservations **PAYING** to the Landlord the Initial Rent or any reviewed rent ascertained in accordance with the provisions of the Fifth Schedule by equal quarterly payments in advance by Banker's Standing Order on the Rent Days with the first payment (or an apportioned part of it) being made today on the Rent Commencement Date

Provisos 4.

- Re-entry 4.1 If and whenever during the Term:
- 4.1.1 the rents (or any of them or any part of them) are outstanding for 21 days after becoming due (whether formally demanded or not as regards the Rent) or
 - 4.1.2 there is a material breach by the Tenant of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or
 - 4.1.3 an individual Tenant becomes bankrupt or
 - 4.1.4 a company Tenant:
 - 4.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or
 - 4.1.4.2 has a receiver appointed or
 - 4.1.5 the Tenant enters into an arrangement for the benefit of its creditors
- the Landlord may re-enter the Property (or any part of it in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)
- Exclusion of use warranty 4.2 Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Property may lawfully be used under the Planning Acts for the purpose authorised in this Lease (or any purpose subsequently authorised)
- Licences etc. under hand 4.3 All Licences consents and approvals required to be given by the Landlord shall if required by the Landlord be given in a formal Deed the reasonable and proper cost of which shall be paid by the Tenant

Consents 4.4 Any reference to consents required by the Tenant from the Landlord under this Lease shall mean consent by the Landlord as Landlord of the Property in addition to all other necessary consents which may be required from the Landlord as the local authority of the area within which the Property is situate (for so long as the Landlord is the said authority)

Notices 4.5 A notice under this Lease must be in writing and unless the receiving party acknowledges receipt is valid if (and only if) it complies with the following conditions

4.6.1. the notice must be given by hand or sent by registered post or recorded delivery

4.6.2 the notice must be served:

4.6.2.1 where the receiving party is the Landlord and is a company registered in the jurisdiction of England and Wales or Scotland - at its registered office

4.6.2.2 where the receiving party is the Tenant and the Tenant is a company or limited liability partnership registered in the jurisdiction of England and Wales or Scotland at its registered office address

4.6.2.3 where the receiving party is the Tenant (not being a company or a limited liability partnership) - at the address for the Tenant set out in this Lease or at any alternate valid postal address as the Tenant may have provided to the Landlord for such purpose

4.6.2.4 where the receiving party is the Landlord and the Landlord is not a company registered in England, Wales or Scotland

- at the address of the Landlord's Director of Investment (or such person who may be substituted therefor) or at such alternate valid postal address within the United Kingdom as shall be provided to the Tenant by the Landlord in writing from time to time

4.6.3 A notice sent by registered post or recorded delivery is to be treated as served on the third day after posting (excluding Sundays Bank Holidays and any Tuesday following a Bank Holiday which falls on a Monday) whenever and whether or not it was received

4.6.4 If the receiving party is more than one person a notice to one is notice to all

Disclaimer 4.7 The Landlord will not be liable to the Tenant or any other person for any loss damage or inconvenience caused by the failure stoppage leakage bursting or defect of any hot or cold water system heating system fire prevention apparatus or other apparatus or of gas or electricity supplies used in common with the tenants or occupiers of the Landlord's adjoining property

Compensation 4.8 SUBJECT to the provisions of Section 38 of the Landlord and Tenant Act 1954 the Tenant shall not be entitled to claim and shall not claim any compensation from the Landlord under Section 37 or 59 of the Act

Issue of Legal Actions 4.9 Any legal action in respect of the Property or this Lease shall be issued in the relevant County Court for the district in which the Property is situate

4.10 If the Landlord has a firm and settled intention to redevelop the Property the Landlord may terminate this Lease at any time from the tenth anniversary of the Commencement Date by serving not less than twelve (12) months' written notice on the Tenant (such notice to expire no more than six (6) months before

the date upon which the proposed redevelopment works are reasonably expected to commence) whereupon this Lease shall absolutely cease and determine, such termination to be without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease

- Landlord's 4.11 NOTHING in this Lease shall be deemed to operate to impose any
use of
adjoining
land restrictions on the manner in which the Landlord deals with any of its
adjoining or neighbouring land or the properties erected or to be erected on it
- Arbitration 4.12 If any dispute or question shall arise between the Landlord and the Tenant
concerning any clause in this Lease or the rights duties or liabilities of either
party the matter in dispute shall be determined by a single arbitrator with not
less than ten (10) years' experience relevant to the subject matter of the
dispute appointed by agreement between the parties or in default of
agreement within 28 days of one party giving notice to the other of its
nomination or nominations appointed by the President for the time being of the
Royal Institution of Chartered Surveyors or any person authorised by the
President to make appointments on his behalf on the application of either the
Landlord or the Tenant in accordance with the Arbitration Act 1996 But this
clause shall not include or be deemed to apply to any dispute or matter
concerning the rents (except in regard to any suspension of Rent)
- 4.13 IT is hereby certified that there is no prior Agreement for Lease or Tack to
which this Lease gives effect
- 5.1 The Tenant confirms that before the date of this Lease: 30 June
(a) the Landlord served on the Tenant a notice dated [2] 2015 in

relation to the tenancy created by this Lease ("the Notice") in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 ("the Order")

- (b) the Tenant or a person duly authorised by the Tenant in relation to the Notice made a declaration ("the Declaration") dated 17th July 2015 2015 in a form complying with the requirements of Schedule 2 of the Order

5.2 The Tenant further confirms that where the Declaration was made by a person other than the Tenant the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf

5.3 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease

6.1 In the event that the Property, other parts of the Landlord's Larger Property or the access to the same are damaged or destroyed so as to render the Property wholly or partly unusable for the Permitted Use or inaccessible, the Rent payable pursuant to this Lease shall be suspended entirely or reduced (according to the nature and extent of the damage) until the date upon which the relevant damage or destruction is made good and the Property made properly accessible for use for the Permitted Use

6.2 In the event of such damage the Landlord agrees to use reasonable endeavours to restore the damaged parts and render the Property properly accessible as soon as reasonably practicable (subject to the Landlord being able to obtain all necessary consents, workmen and materials in relation to

the same which it shall use reasonable endeavours to procure) at its own expense

6.3 If the Property remains damaged or inaccessible 2 years after the date of the damage or destruction or lack of access ability arising, the Tenant shall be entitled to serve 1 month's written notice upon the Landlord to terminate this Lease and if the relevant damage has not been made good and the Property made properly accessible by the expiry of the notice this Lease shall terminate but without prejudice to the rights of either party against the other in respect of any previous breach of its terms

6.4 The Tenant shall be entitled to terminate this Lease at any time on or after expiry of the tenth year of the Term on service of not less than one month's prior written notice on the Landlord and on expiry of the notice this Lease shall cease and determine but without prejudice to any claim which either party may have against the other in respect of any antecedent breach

IN WITNESS whereof the Landlord and the Tenant have executed this document as a Deed on the date of this Lease

THE FIRST SCHEDULE

Rights Granted to the Tenant

1. The right for the Tenant and all persons expressly or impliedly authorised by the Tenant to use the Common Parts for the purpose of access to and egress from the Property at such times that the Landlord's Larger Premises are open with or without vehicles
2. A right of support and protection for the Property from the remainder of the

Landlord's Larger Premises as now enjoyed

THE SECOND SCHEDULE

Exceptions and Reservations

1. The right to the transmission of water sewage gas electricity and other services conducted to or from the Landlord's Larger Premises through the Service Installations which are now or may be at any time in or under the Property
 2. The right at reasonable times and after giving reasonable notice (except in an emergency) to enter the Property
 - 2.1 to inspect maintain repair alter or replace the Service Installations now or in the future at the Property
 - 2.2 to inspect the condition of the Property and to exercise any of the Landlord's rights
 - 2.3 to inspect clean decorate repair re-build maintain and alter any part of the Landlord's adjacent or neighbouring land or properties
- the Landlord or other persons exercising such rights remaining upon the Property for the amount of time reasonably practicable causing as little damage and disturbance as may be reasonably required and making good to the reasonable satisfaction of the Tenant all damage done to the Property and (where applicable) subject to the Landlord providing alternative parking within the Landlord's Larger Premises to temporarily replace that which the Tenant is for the time being prevented from using
3. All existing rights to light and air
 4. The right at any time to build on or carry out any works or use the Landlord's

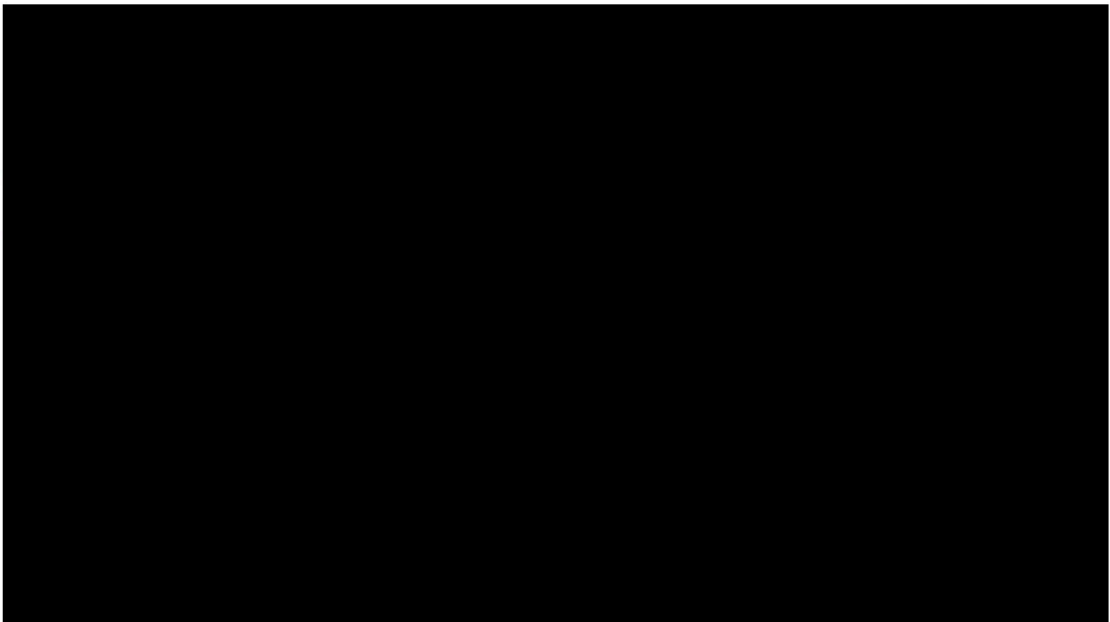
Larger Premises in such manner as the Landlord may think fit even if it affects the access of light and air to the Property and without compensation to the Tenant

THE THIRD SCHEDULE

Tenant's Covenants

To pay rents 1. To pay the Rent by Banker's Standing Order or some other form of direct credit to a bank account situated in the jurisdiction of England and Wales on the Rent Days

To pay interest on money due 2.



Payment of 3. outgoings 3.1

To pay and indemnify the Landlord against V.A.T. (or any tax of a similar nature that may be substituted for it or levied in addition to it) properly chargeable in respect of any payment made by the Tenant or by the Landlord and recoverable from the Tenant under any of the terms of or in connection with this Lease on receipt of a valid tax invoice addressed to the Tenant

Inspections 5.1 To permit the Landlord on giving at least 7 days notice (except in case of

emergency) to enter the Property to inspect its state of repair

- 5.2 Notwithstanding the provisions of Clause 4.1 of this Lease if the Landlord gives to the Tenant written notice of any breach the Tenant shall make good the breach within the period reasonably specified in the notice (or immediately in case of emergency) and in default the Tenant will permit the Landlord upon giving not less than seven days prior written notice (except in case of emergency when no notice will be required) to enter the Property to remedy the breach specified in the notice and the Tenant will pay to the Landlord the reasonable costs properly incurred in doing so on demand including all reasonable professional fees reasonably incurred and Value Added Tax which amount shall be a debt due from the Tenant and be recoverable as rent in arrears

Alterations 6.1 Not to make any alterations or additions to the Property (save for the installation of the Entry System)

Development 7. Not to carry out any improvement or addition to the Property or make any material change in the use of it or do any operation at all which shall constitute development as defined by the Planning Acts from time to time in force

Permitted 8.
Use Clauses

8.1 Not to use or permit the Property to be used except for the Permitted Use

8.2 Not to use the Property outside of the hours or the times when the Landlord's Larger Premises are open

Not to 8.2
allow
offensive
substances

Not to allow upon the Property any dangerous inflammable explosive noxious or offensive substances or emit smoke in contravention of the Clean Air Act 1956 or the emission of any fumes gas or vapour of any kind which causes or is likely to cause a nuisance to the Landlord its tenants or the occupiers of nearby premises (use of the Property as a car park not being deemed to be a breach of this obligation)

8.5 Not to use any part of the Property for a purpose which may in the Landlord's reasonable opinion constitute a legal nuisance or engage in any conduct or activity at the Property or within the Landlord's Larger Premises which amounts to any act of discrimination or harassment whether on the grounds of race sex sexual orientation religious belief age or disability of employees of the Landlord or the Tenant or of other tenants of the Landlord or other employees

Display

9. Not to display or maintain on any part of the Property any sign hoarding or advertisement other than a signboard of a type and design first approved by the Landlord showing the name and business of the Tenant and/or any other authorised occupier (such approval not to be unreasonably withheld or delayed)

Not to assign or underlet

11. Not to assign underlet or part with or share possession or occupation of the Property or any part of it save that the Tenant shall be entitled:

11.1 (without requiring the Landlord's consent) to underlet or licence for use some or all of the Property or the car parking spaces within it to any party that from time to time may be sharing occupation of all or part of the Tenant's business premises, and/or

11.2 to assign this Lease to any assignee of the Tenant's lease of its business premises any such assignment or underlease first requiring the written consent of the Landlord (such consent not to be unreasonably withheld or delayed)

Statutes 12.2 To give to the Landlord within 14 days of receiving it a copy of any notice direction order or proposal for the Property received by the Tenant from any local or public authority

To yield up at the end of the term	12.	At the expiration of the Term
	12.1	to yield up the Property in accordance with the terms of this Lease
	12.2	to remove all signs erected by the Tenant in or upon the Property and the Entry System and as soon as reasonably practicable to make good any damage caused by removal
Payment of expenses	13.	To pay the Landlord's reasonable and proper expenses reasonably and properly incurred (including any such Solicitors costs and disbursements and any such Surveyors fees) in connection with:-
	13.1	the service of a Schedule of Dilapidations or of a notice under Section 146 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)
	13.2	any other breach of the Tenants covenants
	13.3	any application by the Tenant for a licence or consent under this Lease (whether or not it is actually granted unless adjudged to have been unlawfully withheld or delayed
Defective Premises Clauses	14.1	To give notice to the Landlord as soon as reasonably practicable after becoming aware of any defects or disrepair in the Property which might give rise to a liability or duty on the Landlord under the terms of this Lease
	14.2	To indemnify the Landlord against all actions claims and demands which may be brought or made against the Landlord either at common law or otherwise by reason of any accident or injury to any person or damage to or loss of property in or upon the Property arising from the default of the Tenant in

complying with the provisions of sub-clauses 14.1 and 14.2 of this clause or the Tenant's repairing covenants and from and against all damages costs and expenses which the Landlord may incur or be required to pay or bear by reason or in consequence of the Tenant's default (subject to the Landlord using reasonable endeavours to mitigate the amount and extent of the same)

- 14.3 To insure against liability to the Landlord under sub-clause 14.2 of this clause in a reputable insurance office in the sum of £5million and to pay the necessary insurance premium within seven days of it becoming due and to produce to the appropriate Officer of the Landlord on demand a copy of the insurance policy and the receipt for the current premium

THE FOURTH SCHEDULE

Landlords Covenants

Quiet
Enjoyment

1. To permit the Tenant to hold the Property peaceably and quietly without any unlawful interruption by the Landlord or any person claiming under or in trust for the Landlord
2. To keep in good repair and condition the Property the Landlord's Larger Premises the Service Installations and the Common Parts
3. At all times to use reasonable endeavours to prevent third parties from parking cars on the Property and in that regard to ensure that all 26 parking spaces within the Property are marked out "reserved for Spearing Waite strictly no parking" and in the event that unauthorised third parties shall park on the Property then the Tenant shall be authorised to park elsewhere within the Landlord's Larger Premises in such equivalent number of parking spaces as shall be subject to unauthorised use

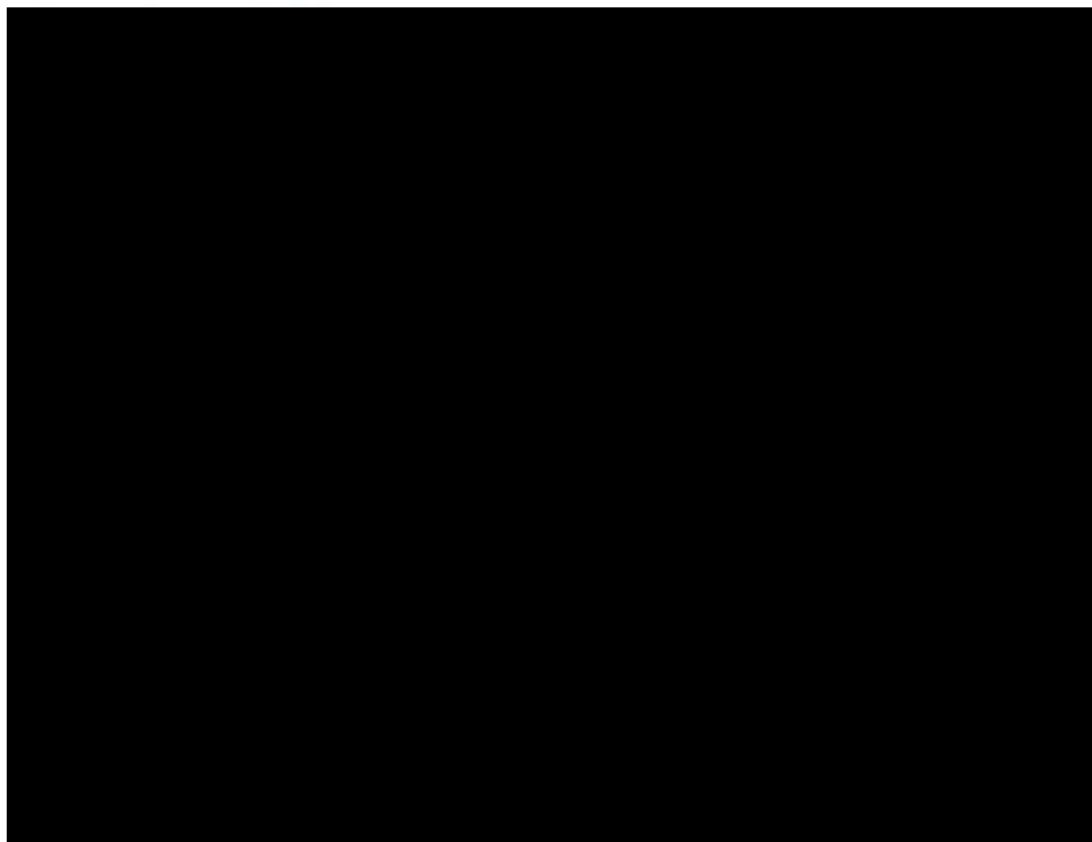
4. To cooperate with the Tenant to ensure that (at the Tenant's reasonable cost) the Tenant has a ticket validation system which can be operated remotely from the Tenant's business premises and 20 car park access cards
5. To ensure that the Landlord's Larger Premises are maintained open from 6.30am to 10.00pm on Monday – Saturday (excluding statutory holidays) and from 10.00am to 6.00pm on Sundays (save where prevented from doing so owing to circumstances beyond the Landlord's reasonable control)
6. To keep the Property and the Common Parts adequately lit during hours of darkness when the Landlord's Larger Premises is open

THE FIFTH SCHEDULE

(The Rent Review Provisions)

Delete if
no rent
review

- 1.
- 1.1
- 1.2
- 2.



3. **ASSUMPTIONS:**

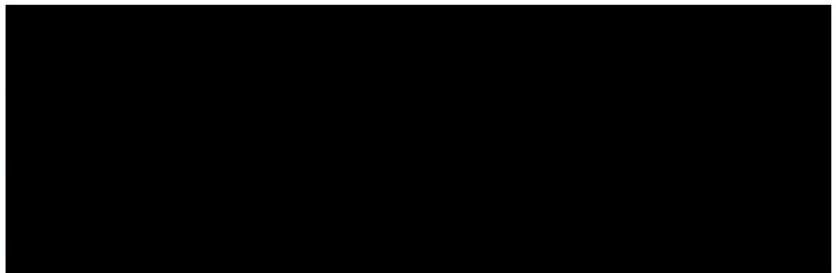
The assumptions are:

3.1 that the Property:

3.1.1 is available to be let with vacant possession

3.1.2 is to be let as a whole

3.1.3 is to be let subject to the terms of this Lease 



3.1.4 is fit and available for immediate occupation for the
Permitted Use

3.1.5 may be used for the Permitted Use

3.2 that the Tenant's covenants in this Lease have been fully performed and
observed

3.3 that no work has been carried out at the Property by the Tenant or any
undertenant or any of their predecessors in title during the Term which has
diminished its rental value

3.4 that no reduction is to be allowed to take account of any rental concession
which has been or might be granted to an incoming Tenant (whether or not
such concession was in fact made on the grant of this Lease)

4. **DISREGARDS:**

4.1 The occupation of the Property by the Tenant, any undertenant or any of their
respective predecessors in title

4.2 Any goodwill attached to the Property by reason of the Tenant any

undertenant or any of their respective predecessors in title carrying on business there

4.3 The existence of any alteration or improvement:-

4.3.1 carried out by or at the cost of the Tenant or any undertenant or any of their respective predecessors in title (with the consent of the Landlord where required under the terms of this Lease)

4.3.2 not carried out pursuant to an obligation owed to the Landlord (other than an obligation to carry out works required by statute or local legislative requirements which works shall in any event be disregarding)

5. It is agreed as follows:-

5.1 the parties shall use reasonable endeavours to agree the Revised Discounted Rent at any time prior to a Review Date

5.2 if the parties cannot agree the Revised Discounted Rent for a Review Date either party may at any time after the date falling three (3) months before the relevant Review Date require it to be determined by an independent surveyor

5.3 such independent surveyor shall:

5.3.1 act as an expert

5.3.2 be nominated either:

5.3.2.1 by the parties jointly; or (in default of agreement)

5.3.2.2 by the President for the time being of the Royal Institution of Chartered Surveyors (or a person acting on his behalf) on the application of either party such application to be made not more than six months before the appropriate Review Date

- 5.4 the independent surveyor shall act as an expert (not an arbitrator) and shall make his determination as soon as reasonably practicable (but shall allow both parties to make written representations to him and shall then allow each party a reasonable amount of time within which to make counter representations upon the other party's initial representations
- 5.5 if the independent surveyor nominated under Clause 5.3 of this Schedule dies or refuses to act then (on the application of either the Landlord or the Tenant) the independent surveyor may be discharged and another appointed to act in his place by the President (or the person acting on behalf of the President) for the time being of the Royal Institution of Chartered Surveyors
- 5.6 the independent surveyor's costs, fees and expenses shall be borne by the parties in the proportions he directs and in the absence of direction equally. If one party fails to pay the amount determined of it by the independent surveyor within 14 days of written demand the other party shall be entitled (but not obliged) to pay the amount unpaid and recover the amount so paid as a debt due from the non-paying party
- 5.7 until the revised rent is ascertained the Tenant must continue to pay rent at the rate previously payable
- 5.8 once the revised rent has been ascertained the Tenant must pay to the Landlord the amount by which the rent paid during the relevant Review Period falls short of the amount which would have been payable had the revised rent been ascertained on the relevant Review Date
- 5.9 the independent surveyor may direct that interest be paid on the shortfall referred to in sub-clause 5.8 above at the base rate [REDACTED]
[REDACTED] reaching his decision on this point the independent

surveyor must take into account the parties' conduct of the review and the result of his substantive determination

5.10 for the purposes of this Schedule the revised rent shall be deemed to be ascertained when it has been agreed between the parties or on the date of the award of the independent valuer (as appropriate)

5.11 if either party fails to pay any costs awarded against it by the independent valuer within 21 days of such award then the other party may pay the same and recover the amount so paid from the party originally charged with its payment as an addition to or deduction from the rent payable

~~EXECUTED AS A DEED by _____)~~
~~LEICESTER CITY COUNCIL _____)~~
~~by affixing its Common Seal the _____)~~
~~day and year first before written: _____)~~

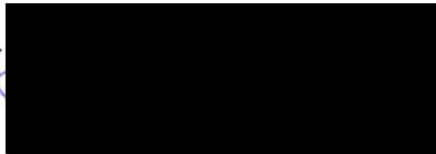
~~Authorised Signatory~~

EXECUTED AS A DEED by)
SPEARING WAITE LLP)
acting by two)
of its Members:-)

Member



Member



Ref: Legal/JMc/99361

DATED 10th July 2015

LEICESTER CITY COUNCIL

- to -

SPEARING WAITE LLP

LEASE

- of -

Car parking spaces at Newarke Car Park Newarke Street
in the City of Leicester

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