



dated 1 March 2013

**AXA UK Pension Trustees Corporation**  
and  
**PizzaExpress (Restaurants) Limited**

## **Lease**

In relation to premises known as 50 Blue Boar Row, Salisbury

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## HM Land Registry Prescribed clauses

LR1	<b>Date of Lease</b>  <i>1 March 2013</i>
LR2	<b>Title number(s)</b>
LR2.1	<b>Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>
LR2.2	<b>Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
LR3	<b>Parties to this lease</b>  <i>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 the United Kingdom, including any prefix.</i>  <b>Landlord:</b> <b>AXA UK Pension Trustees Corporation</b> (company registration no: 00477312) whose registered office is at 5 Old Broad Street London EC2N 1AD  <b>Tenant:</b> <b>PizzaExpress (Restaurants) Limited</b> (company registration no: 02805490) whose registered office is at Hunton House Highbridge Estate, Oxford Road, Uxbridge, Middlesex, UB8 1LX
LR4	<b>Property</b>  <i>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 will prevail.</i>  the premises known as 50 Blue Boar Row, Salisbury shown edged red on Plan 1 (defined in clause 1.1) including all buildings, erections, structures, plant, fixtures, fittings, and all appurtenances of the premises together with all additions, alterations and improvements to them which are carried out during the Term (defined in clause 1.1).
LR5	<b>Prescribed statements etc.</b>  <i>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</i>

	<i>those Acts which do not apply to this lease.</i>
LR5.1	<b>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.</b>
LR5.2	<b>This lease is made under, or by reference to, provisions of:</b>
LR6	<p><b>Term for which the Property is leased</b></p> <p><i>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.</i></p> <p>The term is as follows:</p> <p>15 years commencing on and including 27 May 2019 and includes not only the term of years granted by this Lease but also any period of holding over or any extension of that term whether by statute or at common law or for any other reason.</p>
LR7	<p><b>Premium</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i> None.</p>
LR8	<p><b>Prohibitions or restrictions on disposing of this lease</b></p> <p><i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i></p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
LR9	<p><b>Rights of acquisition etc.</b></p> <p><i>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.</i> None</p>
LR9.1	<p><b>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</b></p> <p>None.</p>
LR9.2	<p><b>Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None.</p>
LR9.3	<b>Landlord's contractual rights to acquire this lease</b>

	None.
<b>LR10</b>	<p><b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p> <p>None.</p>
<b>LR11</b>	<p><b>Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>
<b>LR11.1</b>	<p><b>Easements granted by this lease for the benefit of the Property</b></p> <p>See schedule 1</p>
<b>LR11.2</b>	<p><b>Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>See schedule 2</p>
<b>LR12</b>	<p><b>Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p> <p>None</p>
<b>LR13</b>	<p><b>Application for standard form of restriction</b></p> <p><i>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.</i></p> <p>None</p>
<b>LR14</b>	<p><b>Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>



## Lease

dated 1 March 2013

### Parties

- (1) **AXA UK Pension Trustees Corporation** (company registration no: 00477312) whose registered office is at 5 Old Broad Street London EC2N 1AD (the **Landlord**); and
- (2) **PizzaExpress (Restaurants) Limited** (company registration no: 02805490) whose registered office is at Hunton House Highbridge Estate, Oxford Road, Uxbridge, Middlesex, UB8 1LX (the **Tenant**).

### Agreed Terms

#### 1 Definitions and Interpretation

1.1 In this deed where the context so admits:

**Basic Rent** means from and including 27 May 2019 the Initial Rent and then as revised pursuant to clause 3.

**Base Rate** means the base lending rate for the time being of National Westminster Bank Plc or some other London Clearing Bank nominated from time to time by the Landlord or in the event of base rate being abolished such other rate as the Landlord shall from time to time reasonably determine.

**CIL** means the Community Infrastructure Levy under the **CIL Regulations**.

**CIL Regulations** mean the Community Infrastructure Levy Regulations 2010 (SI 2010/948).

**Conduits** means all or any of the sewers drains channels gutters gullies ducts pipes wires cables watercourses and other conducting media now laid or to be laid during the Term.

**Continuing Licences** means any licences for alterations granted pursuant to the Previous Lease including but not limited to the Licence for Alterations dated 18 January 2008 and made between AXA UK Pension Trustees Corporation (1) Pizza Express (Restaurants) Limited (2) and Pizza Express (Soho) Limited (3).

**Demised Premises** means the Premises specified in prescribed clause LR4.

**EPC** means an Energy Performance Certificate pursuant to the Energy Performance of Buildings (Certificates and Inspections) (England And Wales) Regulations 2007 (SI 2007/991) as amended by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2011 (SI 2011/2452) (**the EPC Regulations**).

**Fire Safety Order** means the Regulatory Reform (Fire Safety Order) 2005 (SI 2005/1541).

**First Review Date** means 27 May 2019.

**Initial Rent** means the highest of:

- (a) an amount equal to the yearly rent payable (but for any suspension) under the Previous Lease immediately before the expiry of the term of the Previous Lease;
- (b) the Rack Rental Market Value of the Demised Premises on the First Review Date agreed or determined pursuant to clause 3; and
- (c) £56,950 per annum.

**Insured Risks** means risks in respect of loss or damage by fire storm tempest earthquake lightning explosion riot civil commotion malicious damage terrorism and impact by vehicles and by aircraft and articles dropped therefrom (other than war risks) flood damage and bursting and overflowing of water pipes and tanks and such other risks as the Landlord (acting reasonably) may from time to time decide to insure against;

**Landlord** includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the Term;

this **Lease** means this lease and any document which is supplemental hereto or which is collateral herewith or which is entered into pursuant to or in accordance with the terms hereof;

**Neighbouring Property** means any land or buildings (whether already or hereafter to be erected and whether belonging to the Landlord or otherwise) contiguous adjacent adjoining opposite or near to the Demised Premises;

**Plan 1 and Plan 2** means Plan 1 labelled and annexed to this Lease and Plan 2 labelled and annexed to this Lease;

**Planning Acts** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011 and any future legislation of a similar nature;

**Previous Lease** means the Lease dated 4 November 1994 between King William Street Nominees (1) PizzaExpress (Restaurants) Limited (2) and PizzaExpress (Soho) Limited (3);

**Surety** includes in the case of an individual his personal representatives;

**Surveyor** means the surveyor for the time being of the Landlord who may be a person employed by or otherwise connected with the Landlord;

**Tenant** includes the persons deriving title through or under the Tenant;

**Term** means the term described in prescribed clause LR6;

**Usual Quarter Days** means the 25th day of March the 24th day of June the 29th day of September and the 25th day of December in each year.

- 1.2 Words importing the singular number include the plural number and vice versa and words importing any gender include any other gender.





LEASE PLAN  
SCALE 1:500@A4

# LEASE PLAN



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*Lawer*

REV. DATE: RESUBMIT

CLIENT: AXA

SITE ADDRESS: 50 BLUE BOAR ROW SALISBURY

DRAWING NAME: LEASE PLAN

Drawn:	RM	Scale:	1:500@ A4
Checked By:	RM	Date:	18/01/2013

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BSPEC	-	-	LP	

main hall  
at 3



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Location Plan  
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James

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