

DATED

30 June

2015

COIF NOMINEES LIMITED

- and -

YOUR PHONE CARE LIMITED

LEASE

- of -

18 KING STREET, TRURO



1W0691/000119
Ref: OLIVERLA.4838642

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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LAND REGISTRY PRESCRIBED CLAUSES

LR1 Date of lease	30 June	2015
LR2 Title number(s)	LR2.1 Landlord's title number(s) CL108750	
	LR2.2 Other title numbers None	
LR3 Parties to this lease	Landlord COIF Nominees Limited a company registered in England and Wales (company limited by guarantee registered number 745761) whose registered office is at 8 Canada Square London E14 5HQ	
	Tenant Your Phone Care Limited a company registered in England and Wales (registered number 8674319) whose registered office is at 93 St Mary Street, Weymouth DT4 8NY	
	Other parties None	
LR4 Property	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. The Premises as defined in clause Error! Reference source not found.	
LR5 Prescribed statements etc	See clause 11	
LR6 Term for which the Property is leased	The Term is as follows: Five years from and including the date of this Lease	
LR7 Premium	None	
LR8 Prohibitions or restrictions on disposing of this lease	The lease contains a provision that prohibits or restricts dispositions	
LR9 Rights of acquisition etc	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 None	
	LR9.1 Tenant's covenant to (or offer to)	

	surrender this lease None
	LR9.3 Landlord's contractual rights to acquire this lease None
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 Easements	LR11.1 Easements granted by this lease for the benefit of the Property The rights and matters set out in Schedule 1
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The rights and matters set out in Schedule 2
LR12 Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	None
LR14 Declaration of trust where there is more than one person comprising the Tenant	Not applicable

ADDITIONAL PARTICULARS

PRINCIPAL RENT	£37,500 per annum save that the Principal Rent during the Rent Suspension Period shall be a peppercorn (if demanded)
RENT COMMENCEMENT DATE	the date which is three calendar months from the date of this Lease
RENT SUSPENSION PERIOD	the date from and including the first anniversary of the date of this Lease to but excluding the date which is three months after that date
PERMITTED USE	as a retail shop for the sale of phone accessories and ancillary items or such other use within Class A1 of the Town and Country Planning (Use Classes) Order 1987 (in the form in which that Order existed at the date of this lease) as the Landlord may from time to time approve (such approval not to be unreasonably withheld or delayed)

LEASE

THIS LEASE is made on the date set out in clause LR1

BETWEEN:

- (1) the Landlord as set out in clause LR3; and
- (2) the Tenant as set out in clause LR3.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease:

"Acceptable Group Company"

- (a) where the Tenant's obligations under this Lease are guaranteed by a Group Company (the "**Group Guarantor**"), "Acceptable Group Company" means a Group Company (other than the Tenant) which, in the reasonable opinion of the Landlord, is of financial standing equivalent to, or greater than, that of the Group Guarantor; or
- (b) where the Tenant's obligations under this Lease are not guaranteed by a Group Company, "Acceptable Group Company" means a Group Company (other than the Tenant) which, in the reasonable opinion of the Landlord, is of financial standing equivalent to, or greater than, that of the Tenant;

"Act" means every Act of Parliament (whether specifically named in this Lease or not) which is relevant to the Premises, its user or any persons or things on the Premises or the persons employed or having recourse to the Premises whether or not in force at the date of this Lease and any reference to an Act shall include any statutory re-enactment or modification of it and any order, regulation, directive, bylaw, rule, regulation, consent or licence granted or required under it or drawing validity from it or by any public or local authority or by any court of competent jurisdiction;

"Additional Particulars" means the Additional Particulars page set out at the front of this Lease;

"Asset Rating" means asset rating as defined in the EPC Regulations;

"Building" means the building comprising the Premises;

"Commercial Rent Arrears Recovery" means the procedure by which a landlord can recover rent arrears due under a commercial lease from a tenant pursuant to the Tribunals, Courts and Enforcement Act 2007 (as amended, varied, supplemented or re-enacted from time to time);

"Conduits" means pipes, wires, cables, sewers, drains, ducts, flues, gutters, gullies and other service media;

"Deed of Guarantee" means a deed of guarantee in respect of the obligations of an assignee of the Premises containing the terms set out in clause 7 (with appropriate changes) or such other terms as the Landlord may from time to time reasonably determine;

"Display Energy Certificate" means the display energy certificate as defined in the EPC Regulations;

"EPC" means energy performance certificate and recommendation report as defined in the EPC Regulations;

"EPC Regulations" means the Energy Performance of Buildings (England and Wales) Regulations 2012 as amended or updated from time to time;

"Group Company" means a company which is in the same group of companies (within the meaning of section 42 of the Landlord and Tenant Act 1954) as the Tenant;

"Guarantor" means the party (if any) named as the Guarantor in the Additional Particulars or in any Deed of Guarantee;

"Insurance Rent" means such sum as the Landlord's Surveyor shall from time to time certify as being the cost to the Landlord of insuring the Premises and other matters in accordance with clause 5.1;

"Insured Risks" means (so far as cover is ordinarily available) fire, lightning, aircraft (not being hostile aircraft) and things dropped from aircraft, explosion, riot, civil commotion, malicious damage, storm, tempest, subsidence, flooding and lightning and such other risks (including damage by terrorist acts) as the Landlord deems necessary to insure against;

"Landlord" means the party named as such in clause LR3 and includes any other person for the time being entitled to the immediate reversion expectant on the determination of the Term;

"Landlord's Surveyor" means (at the Landlord's absolute discretion) a chartered surveyor in the employment of the Landlord or a chartered surveyor or firm of chartered surveyors appointed by the Landlord from time to time for the purposes mentioned in this Lease;

"Lease" means this Lease and includes any Schedule to it, the Additional Particulars page, the Prescribed Clauses, any licence granted pursuant to this Lease and any deed of variation of the provisions of this Lease and any deed or instrument supplemental to this Lease;

"Permitted Use" means the use referred to as such in the Additional Particulars;

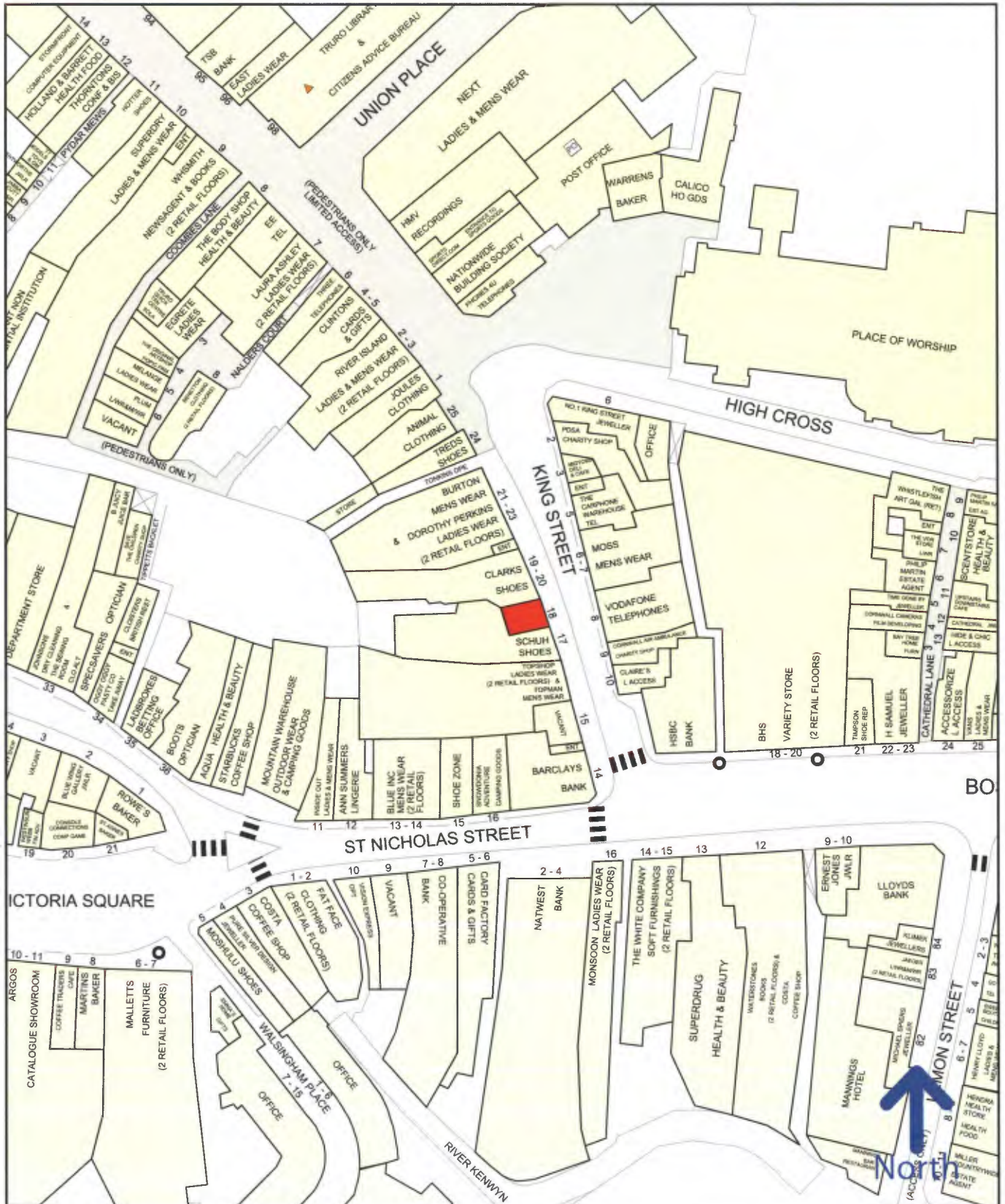
"Planning Acts" means the "planning Acts" as defined in section 117 of the Planning and Compulsory Purchase Act 2004, together with that Act and any other legislation relating to town and country planning in force from time to time;

"Premises" means the property known as 18 King Street shown shaded red on the annexed plan including:

- (a) the Building;
- (b) all fixtures and fittings in or forming part of the Premises and all additions to the Premises; and
- (c) all Conduits at any time in and exclusively serving the Premises;

"Prescribed Clauses" means the Prescribed Clauses set out at the front of this Lease;

"Prescribed Rate" means four per cent per annum above Barclays Bank PLC's Base Rate (or such other comparable rate as the Landlord may reasonably designate if that



Experian Goad Plan Created: 14/04/2015
Created By: Savills

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Base Rate ceases to be published) from time to time in force, compounded with quarterly rests on the usual quarter days;

"**Principal Rent**" means the amount mentioned in the Additional Particulars;

"**Rent Commencement Date**" means the date mentioned in the Additional Particulars;

"**Tenant**" means the party named as such in clause LR3 and includes the successors in title of the Tenant to the term created by this Lease and the Tenant for the time being and from time to time under this Lease;

"**Term**" means the term set out in clause LR6;

"**Termination of the Term**" means the determination of the Term whether by effluxion of time, re-entry, notice, surrender by operation of law or by any other means or cause; and

"**VAT**" means Value Added Tax or any other tax of a like nature or levied in addition to or substitution for Value Added Tax.

- 1.2 The masculine includes the feminine and the singular the plural and vice versa.
- 1.3 Obligations undertaken by any Tenant or Guarantor where the relevant party comprises more than a single person are joint and several obligations.
- 1.4 Any covenant by the Tenant not to do an act or thing shall be construed as if it were also a covenant not to permit or suffer such act or thing.
- 1.5 Rights excepted reserved or granted to the Landlord shall be construed as excepted, reserved, or granted to the Landlord and all persons authorised by the Landlord.
- 1.6 Any consent or approval of the Landlord required pursuant to the terms of this Lease is valid only if given in writing.
- 1.7 The contents page, clause headings and Schedule headings in this Lease are for reference only and shall not be deemed to form part of this Lease nor shall they affect the construction of this Lease.

2. **DEMISE AND RIGHTS**

Demise

In consideration of the rents reserved and the covenants on the part of the Tenant the Landlord DEMISES the Premises to the Tenant EXCEPTING AND RESERVING the rights specified in Schedule 1 BUT SUBJECT TO and where appropriate with the benefit of all matters contained or referred to in Schedule 2 for the Term YIELDING AND PAYING by way of rent yearly and proportionately for any less time than a year:

- (a) the Principal Rent payable by equal quarterly payments in advance on the usual quarter days in each year with the first payment being a due proportion] in respect of the period from the Rent Commencement Date until the day before the next following quarter day (both dates inclusive) to be made on the Rent Commencement Date;
- (b) the Insurance Rent payable within seven days of demand;
- (c) any other sums falling due under this Lease; and
- (d) VAT on the rents reserved by this Lease payable at the time such rents are payable.

3. TENANT'S GENERAL COVENANTS

The Tenant COVENANTS with the Landlord as follows:

3.1 Pay rents

- (a) To pay the rents reserved by this Lease on the days and in the manner specified without (subject to any contrary statutory requirement) any deduction or set-off (whether legal or equitable) such payment if required by the Landlord to be made by banker's standing order or credit transfer to such bank and account as the Landlord shall from time to time nominate.
- (b) For the avoidance of doubt the Tenant from time to time shall be liable for and pay all rents and other sums which shall first fall due whilst the Term is vested in such Tenant whether or not such rents and other sums relate or are attributable to a period before the Term became vested in such Tenant.

3.2 Outgoings

- (a) To pay or indemnify the Landlord against all existing and future rates, taxes, impositions, outgoings and assessments whatsoever (including all charges for gas and electricity consumed on the Premises) which shall during the Term be assessed or imposed on or in respect of the Premises whether assessed or imposed on the Landlord or the Tenant (except tax (other than VAT) payable by the Landlord in respect of rents payable under this Lease or tax payable as a result of any dealing with any reversion immediately or mediately expectant on the Term) all such sums to be paid within seven days of demand for them.
- (b) To reimburse the Landlord for loss of relief from non-domestic rate of unoccupied property which would have been available to the Landlord in respect of vacancy of the Premises after Termination of the Term, but for the allowance of relief to the Tenant or any other person for vacancy commencing before Termination of the Term.

3.3 Costs of consent

To pay on demand the Landlord's reasonable fees and expenses resulting from all applications by the Tenant for any consent required by this Lease including cases where the application is withdrawn or consent is refused.

3.4 Landlord's expenses

To pay on demand to the Landlord all proper costs, charges and expenses (including legal costs, bailiffs fees and fees payable to a surveyor or an architect):

- (a) resulting from any breach by the Tenant of any of its obligations under this Lease (including without prejudice to the generality of the foregoing) the recovery of arrears of rent;
- (b) incidental to any contemplated or actual notice or proceedings preparatory to forfeiture of this Lease for breach of its terms notwithstanding forfeiture is avoided otherwise than by relief granted by the court;
- (c) resulting from the Landlord abating a nuisance caused by the Tenant on the Premises and executing all such works as may be necessary for abating a nuisance caused by the Tenant on the Premises in obedience to a notice served by any local or other authority; and

- (d) relating or incidental to the preparation and service of all notices and schedules relating to wants of repair to the Premises and whether served during the Term or after Termination of the Term (but relating in all cases to such wants of repair that accrued not later than Termination of the Term) and relating or incidental to the negotiation and settlement of any schedule of dilapidations or similar document.
- (e) incurred by the Landlord in providing any information requested by the Tenant or otherwise assisting the Tenant so that the Tenant may prepare an EPC relating to the Premises.

3.5 VAT

- (a) To pay in addition to (and at the same time as) the rents or other sums payable under this Lease any VAT which may from time to time be applicable to them and where the Tenant is obliged to pay an amount of money such amount shall be regarded as being exclusive of all VAT which may be payable on it.
- (b) In every case where the Tenant has agreed to reimburse the Landlord in respect of any payment made by the Landlord under the terms of this Lease the Tenant shall also at the same time reimburse any VAT paid by the Landlord on such payment (except to the extent that such VAT is recoverable by the Landlord as a deductible input).

3.6 Interest on late payment

If any sum payable by the Tenant under this Lease shall be due but unpaid for seven days (whether formally demanded or not) to pay to the Landlord interest at the Prescribed Rate from time to time (after as well as before any judgment of the courts) on such unpaid sum from the due date until the date of payment in full PROVIDED that this clause shall not prejudice any other right or remedy of the Landlord in respect of such unpaid sum.

3.7 Repair

To put and keep the Premises in good and substantial repair and condition and properly cleansed (damage caused by any Insured Risk excepted save when the insurance moneys are irrecoverable due to any act or default of the Tenant or any person deriving title under the Tenant or any of their respective agents, employees or licensees) and without limitation to the above:

- (a) to keep those parts (if any) of the Premises which comprise open areas outside the Building properly repaired, maintained, clean and tidy and free from all rubbish; and
- (b) to keep those parts (if any) of the Premises as are cultivated in good order and condition and properly planted, maintained and mown.

PROVIDED that where any work is done pursuant to this clause to the exterior of the Building or to the open areas outside the Building such work shall be carried out to the complete satisfaction of the Landlord and where such work includes renewal or replacement every detail of the work shall be previously approved in writing by the Landlord.

3.8 Decoration

To paint with two coats of good quality paint all the wood, metal and other parts normally painted of the Premises as to the interior at least once in every period of five years during the Term and as to the exterior at least once in every period of three years during the Term and as to both the interior and exterior in the last year of the Term (however

determined) and after painting to decorate, grain, varnish, wash or suitably treat all such parts as have previously been so dealt with and to repaper the parts of the interior usually papered with suitable paper of a good quality PROVIDED that any change of colour or design shall be previously approved in writing by the Landlord (such approval not to be unreasonably withheld).

3.9 Landlord's entry and rights

- (a) To permit the Landlord or its agents with or without workmen and others at all reasonable times during the Term at convenient hours in the daytime and (except in the case of emergency when no notice need be given) upon reasonable notice in writing of not less than 24 hours to enter into and on the Premises for the purpose of:
 - (i) viewing the Premises to ensure that nothing has been done that constitutes a breach of any of the covenants in this Lease;
 - (ii) viewing and examining the state and condition of the Premises and carrying out environmental, EPC or any other survey; and
 - (iii) exercising the rights excepted and reserved in Schedule 1 or elsewhere in this Lease.
- (b) The Landlord may give the Tenant notice in writing specifying any wants of repair and/or any other breaches of covenant and requiring the Tenant to remedy the same, and the Tenant shall proceed diligently to comply with such notice within two calendar months of receipt of the notice (or immediately in an emergency).
- (c) If the Tenant fails to discharge its obligations under this clause it shall be lawful for the Landlord, its agents, servants and workmen at any time to enter upon the Premises for the purposes of stopping and remedying breaches of covenant and of executing such repairs as may be required to achieve compliance with the Tenant's covenants in this Lease and the cost and expense so incurred together with any surveyor's or other charges or fees incurred in connection with them shall be paid by the Tenant on demand.
- (d) The Landlord shall not be liable to compensate the Tenant for any loss suffered by the Tenant or any nuisance, annoyance, inconvenience, noise or vibration caused as a result of any such entry or carrying out works of remediation or repair.

3.10 Clean windows

To clean the inside and the outside of all windows at least once in every month.

3.11 Not to obstruct Conduits

Not to do anything whereby any of the Conduits may become choked, obstructed or damaged or whereby the working of any Conduit may be impaired or adversely affected.

3.12 Waste

Not to commit any waste whether permissive, voluntary or ameliorating in or upon the Premises.

3.13 Overloading

Not to endanger any floor of the Building or any of the gas, electricity, water and other services at any time provided for use in the Premises by overloading them nor to use any

part of the Premises or the services in such a manner as to exceed the capacity of them or subject them to any strain beyond that which they are designed to bear or so as to cause noise or vibration in or to any adjoining or neighbouring property.

3.14 Alterations

- (a) Not to:
- (i) erect any new building or structure on the Premises;
 - (ii) make any alterations or additions to or change in the materials or architectural decoration of the exterior or the structure of the Premises or the Building including any party wall belonging to the Premises or the Building; or
 - (iii) make any alterations or additions to any of the Conduits or the systems for the supply of heating, air-conditioning (if any), lighting, electric power or water installed within or upon the Premises.
- (b) Subject to clauses 3.14(a), the Tenant may carry out internal non-structural alterations with the Landlord's consent, such consent not to be unreasonably withheld or delayed.

3.15 Yield up

At the Termination of the Term to yield up the Premises to the Landlord in such repair and decorative condition as shall accord with full compliance by the Tenant with the Tenant's covenants in this Lease having:

- (a) (save to the extent otherwise required by the Landlord in writing) removed from the Premises all tenant's fixtures, fittings and other property belonging to the Tenant or any third party;
- (b) (save to the extent otherwise required by the Landlord in writing) removed all alterations or additions made during the Term and reinstated the Premises to their prior state and condition; and
- (c) made good to the reasonable satisfaction of the Landlord any damage to the Premises caused by such removal and reinstatement.

3.16 Restrictions on use

- (a) Not to use the Premises or any part of them for any sale by auction or for sleeping or residential purposes or for any illegal, immoral or improper purpose.
- (b) Not to use the car park forming part of the Premises other than for the parking of private motor vehicles by the Tenant or any subtenant and their respective employees and visitors.
- (c) Not to use any parts of the Premises which comprise open areas for keeping or storing (whether temporarily or permanently) a caravan or other moveable dwelling or any goods of any nature or any rubbish or trade empties.

3.17 Permitted user

Not to convert or use the Premises or any part of them for any purpose whatsoever other than for the Permitted Use.

3.18 Alienation

Save as permitted by the following provisions of this Lease not to assign, underlet, mortgage, charge or part with the possession or share the occupation of the whole or any part of the Premises nor permit any person deriving title from the Tenant to do so.

Underletting

- (a) Not to underlet the whole of the Premises without the Landlord's prior written consent which shall not be unreasonably withheld where the following conditions are met:
 - (i) the underletting shall be at the current market rent for the underlet property and on the same terms (with appropriate changes) as this Lease;
 - (ii) the underlease shall contain a provision for upward rent review to the then current market rent at the same times as the Principal Rent is reviewed under this Lease;
 - (iii) no premium shall be taken from the undertenant or any other person in respect of the underletting;
 - (iv) the underlease shall provide:
 - (1) that the undertenant shall not assign, underlet, mortgage, charge or part with the possession of part only of the underlet property or share the occupation of the whole or any part of the underlet property;
 - (2) that the undertenant shall not underlet or (save by way of an assignment of the whole as mentioned below) part with possession of the whole of the underlet property; and
 - (3) that the undertenant shall not assign the underlet property as a whole without the prior written consent of both the Landlord and the Tenant under this Lease (which consent shall not be unreasonably withheld) and subject to provisions for assignment reflecting the terms of clause 3.18(h);
- (b) Prior to the grant of any underlease or, if earlier, prior to the parties to that underlease becoming contractually bound to enter into it, the requirements of section 38A(3) of the Landlord and Tenant Act 1954 (as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003) shall be complied with in relation to the underlease, which shall contain provisions excluding the operation of sections 24 to 28 of the Landlord and Tenant Act 1954, and the Tenant shall supply the Landlord with copies of the notice served on the undertenant and of the appropriate declaration made by the undertenant in accordance with those requirements.
- (c) Not to vary the terms of any underlease or take a surrender of part of the premises comprised in any underletting but to take all necessary steps to enforce the covenants on the part of the undertenant in any underlease.
- (d) To take all necessary steps to enforce the provisions for the review of rent in any underlease and not to agree any such review of rent without the prior approval of the Landlord which shall not be unreasonably withheld.

(e) Prior to every underletting if so required by the Landlord to procure that the intending undertenant shall join in the licence to underlet to give a direct covenant to the Landlord:

- (i) to perform and observe the covenants on the Tenant's part in this Lease (other than for payment of the Principal Rent and the Insurance Rent); and
- (ii) to pay the rents and other sums reserved by and to perform and observe the covenants on the undertenant's part in the underlease,

and prior to every assignment of any underlease to procure that the intending assignee delivers to the Landlord a deed containing covenants by the assignee with the Landlord to perform and observe all the tenant's covenants and other terms of the underlease for so long as the assignee remains liable under the terms of the underlease.

- (f) Upon every application for consent required by the foregoing clauses to provide to the Landlord a draft of the proposed underlease and such other information as to the terms of the proposed transaction as the Landlord shall require.
- (g) To supply to the Landlord in writing whenever requested the names and addresses of any person deriving title from the Tenant together with details of the rent payable by any such person and the terms on which they are in occupation.

Assignment

- (h) Not to assign the whole of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld) PROVIDED that (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927) the Landlord shall be entitled:
 - (i) to withhold its consent in any of the circumstances set out in clause 3.18(j); and
 - (ii) to impose all or any of the matters set out in clause 3.18(k) as a condition of its consent.

General saving

- (i) The proviso to clause 3.18(h) shall operate without prejudice to the right of the Landlord to withhold such consent on any other grounds where such withholding of consent would be reasonable or to impose any further conditions upon the grant of consent where the imposition of such conditions would be reasonable.

Specific circumstances entitling the Landlord to withhold consent

- (j) The *circumstances* referred to in clause 3.18(h)(i) above are as follows:
 - (i) where in the reasonable opinion of the Landlord the value of the Landlord's interest in the Premises would be materially adversely affected by the proposed assignment on the assumption (whether or not a fact) that the Landlord wished to sell its interest the day following completion of the assignment of this Lease to the proposed assignee;
 - (ii) where the proposed assignee is a Group Company which is not an Acceptable Group Company (unless the condition set out in clause 3.18(k)(vii) can be fulfilled);

- (iii) where in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants in the Lease throughout the residue of the Term;
- (iv) where the proposed assignee can claim diplomatic or state immunity (but to avoid doubt this circumstance shall not apply where the proposed assignee is the Government of the United Kingdom of Great Britain and Northern Ireland or any department of it);
- (v) where the proposed assignee is not (in the case of a corporation) registered or (in any other case) resident in the United Kingdom of Great Britain and Northern Ireland or in a member state of the European Union; and
- (vi) where in the reasonable opinion of the Landlord the use to which the proposed assignee intends to put the Premises is unsuitable for the Premises on the grounds of good estate management (which expression shall where the Landlord owns adjacent property include the Landlord's concern to ensure that there is an appropriate mix of uses in the Premises and such adjacent property).

Specific conditions which the Landlord may impose

- (k) The *conditions* referred to in clause 3.18(h)(ii) (and which are to be fulfilled prior to completion of the proposed assignment) are as follows:
 - (i) the delivery to the Landlord of a deed (being an authorised guarantee agreement within section 16 of the Landlord and Tenant (Covenants) Act 1995) entered into by the Tenant in the form set out in Schedule 4 or in such other form as the Landlord may from time to time reasonably determine;
 - (ii) where the obligations of the Tenant were guaranteed by a Guarantor, the execution of the authorised guarantee agreement referred to in clause 3.18(k)(i) by that Guarantor and the insertion into that agreement of obligations on the part of that Guarantor guaranteeing the Tenant's obligations therein in such form as the Landlord shall reasonably require;
 - (iii) the payment to the Landlord of all rents and other sums which have fallen due under the Lease prior to the date of the proposed assignment;
 - (iv) the remedying of any subsisting breach of any Tenant's covenant in this Lease which is capable of remedy;
 - (v) where the Landlord reasonably so requires the delivery to the Landlord of a Deed of Guarantee entered into by one or more guarantors reasonably acceptable to the Landlord;
 - (vi) where the Landlord reasonably so requires the delivery to the Landlord of a rent deposit deed entered into by the proposed assignee in the form set out in Schedule 5 (or in such other form as the Landlord may from time to time reasonably determine) together with payment to the Landlord by way of cleared funds of the sum specified in the rent deposit deed (being such sum as the Landlord may reasonably determine);
 - (vii) where the proposed assignment is to a Group Company which is not an Acceptable Group Company, the delivery to the Landlord of a Deed of Guarantee entered into by an Acceptable Group Company; and

- (viii) where the Tenant's obligations under this Lease are guaranteed by a Group Company and the proposed assignee is not a Group Company, the delivery to the Landlord of a Deed of Guarantee entered into by an Acceptable Group Company.

Charging

- (l) Not without the Landlord's prior written consent (which shall not be unreasonably withheld) to mortgage or charge the Premises as a whole or to allow any person deriving title from the Tenant to mortgage or charge the Premises as a whole.

3.19 Registration

Within one month after the execution of any assignment, charge, transfer or underlease or upon any transmission by reason of a death or otherwise affecting the Premises or any part of them to produce to and leave with the solicitors for the time being of the Landlord a certified copy of the deed, instrument or other document evidencing or effecting such transmission and on each occasion to pay to such solicitors their proper registration fee.

3.20 Encroachments and third party rights

- (a) Not to stop up, darken or obstruct any windows or lights belonging to the Building or permit any encroachment or easement to be made or acquired in relation to the Premises which may be or grow to the damage, annoyance or inconvenience of the Landlord or any of its tenants and if any such window, light, opening, doorway, path, passage, drain or other encroachment or easement shall be made or acquired to permit the Landlord's Surveyors, servants and agents to enter the Premises at reasonable times to ascertain the nature of such encroachment or easement and at the request of the Landlord to adopt such means as may be reasonably required or deemed proper by the Landlord for preventing any such encroachment or the acquisition of any such easement.
- (b) Not to give to any third party any acknowledgment that the Tenant enjoys the access or light to any of the windows or openings in the Building by the consent of such third party nor to pay to such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any of such windows or openings and in the event of any of the owners of adjacent land or buildings doing or threatening to do anything which obstructs the access of light to any of the windows or openings in the Building to notify the same immediately to the Landlord.

3.21 Nuisance

Not to do any act, deed or thing in or about or in connection with the Premises which may be or become a nuisance or which may be or lead to the damage, annoyance, inconvenience or disturbance of the Landlord or the owners, tenants or occupiers of any adjoining or neighbouring premises or be injurious to the value, tone, amenity or character of the Premises.

3.22 Hazardous goods

Not to keep or deposit for sale or otherwise in or on the Premises any goods of a dangerous, hazardous or especially combustible nature except under conditions of storage and use strictly in accordance with the requirements whether statutory or otherwise of the fire or other appropriate authorities and of the Landlord's insurers and not to keep any materials which may contravene any statute or local regulation or bylaw.