Dated 13 December 2006

ENDURING ENTERPRISES LIMITED (1)

and

NATIONAL WESTMINSTER BANK Plc (2)

COUNTERPART LEASE
relating to
Part First Floor 143 High Street Bromley

SpeechlyBircham

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PRESCRIBED CLAUSES

LR.1	**Date of lease** 13 December 2006
LR.2	**Title number(s)**
	LR 2.1 Landlord's title number(s) SGL579316
	LR 2.2 Other title number(s) None
LR.3	**Parties to the Lease** **Landlord** Enduring Enterprises Limited (registered in Gibraltar with company number 97544) whose registered office is at 57-63 Line Wall Road Gibraltar
	Tenant National Westminster Bank Plc (Company Registration Number 00929027) whose registered office is at 135 Bishopsgate London EC2M 3UR
	Guarantor None
LR.4	**Property** **In the case of a conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail**
	See definition of "Premises" at 1.1.32 and the First Schedule of this Lease
LR.5	**LR5.1 Prescribed Statements etc** None
	LR5.2 Statutory Provisions None

LR.6	**Term for which the Property is leased** From and including the date hereof To and including 11 December 2027
LR.7	**Premium** None
LR.8	**Prohibitions or restrictions on disposing of this lease** This lease contains a provision that prohibits or restricts dispositions
LR.9	**Rights of acquisition etc**
	LR 9.1 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
	LR 9.2 Tenant's covenant to (or offer to) surrender this lease None
	LR 9.3 Landlord's contractual rights to acquire this lease None
LR.10	**Restrictive covenants given in this lease by the Landlord in respect of land other than the Property** None
LR.11	**Easements**
	LR 11.1 Easements granted by this lease for the benefit of the Property The easements specified in Schedule I Part II of this lease
	LR 11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The easements specified in Schedule I Part III of this lease
LR.12	**Estate rent charge burdening the Property** None

LR.13	**Application for standard form of restriction** None
LR.14	**Declaration of trust where there is more than one person comprising the Tenant** Not applicable

DATE 13 December 2006

PARTIES

(1) **Enduring Enterprises Limited** (registered in Gibraltar with company number 97544) whose registered office is at 57-63 Line Wall Road Gibraltar (the **Landlord)**

(2) **National Westminster Bank Plc** (company registration number 00929027) whose registered office is at 135 Bishopsgate London EC2M 3UR (the **Tenant**)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease (unless the context otherwise requires) the following words and phrases shall have the following meanings:

1.1.1 **Accountant:** an accountant appointed by the Landlord (who may be an employee of the Landlord)

1.1.2 **Authority:** includes any statutory public local regulatory or other competent authority the fire officer and building regulations control officer and any court of law or government department

1.1.3 **Break Pool Agreement:** an agreement relating to certain properties (including the Building) dated the date hereof and made between (1) the Landlord (2) The Royal Bank of Scotland plc and National Westminster Bank Plc as varied or substituted as agreed between the Landlord and the Tenant

1.1.4 **Building:** the Landlord's land and building known as 143 High Street Bromley shown edged red on Plan 1

1.1.5 **Business Hours:** the usual business hours of the Building which shall be 8 am to 6 pm on Working Days and such additional hours as the

Landlord may from time to time reasonably determine having regard to the interests of the tenants and occupiers of the Building

1.1.6 **Common Parts:** those parts of the Building which are reasonably designated or provided by the Landlord during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Building including:

(a) the entrances exits fire escapes lifts corridors lobbies landings stairways paths and other means of pedestrian access and circulation

(b) the roads driveways service areas forecourts and other means of vehicular access and circulation and any parking spaces allocated for the use of visitors to the Building and

(c) toilets refuse areas landscaped areas and other common facilities and amenities

but excluding any of the foregoing which are maintained at public expense from time to time

1.1.7 **Construction Regulations:** the Construction (Design and Management) Regulations 1994

1.1.8 **Contractual Term:** the term of this Lease commencing on the Term Commencement Date and expiring on 11 December 2027

1.1.9 **Excluded Plant:** Plant and Machinery within but not exclusively serving the Premises

1.1.10 **Full Cost of Reinstatement:** the costs (including the cost of shoring up demolition and site clearance the cost of obtaining all Necessary Consents architects' surveyors' and other professional fees) and Value Added Tax thereon of rebuilding or reinstating the Building in accordance with the requirements of this Lease having regard to all

relevant factors including the effects of inflation and escalation of costs and fees

1.1.11 **Group Company:** means any company which is a subsidiary or holding company or a subsidiary of such holding company (as defined in Section 736 of the Companies Act 1985) and **Group Companies** shall be construed accordingly

1.1.12 **Guarantor:** any guarantor from time to time required by the Landlord pursuant to clause 3.19.3(b)

1.1.13 **Index:** the "All Items" Index of Retail Prices published by the Office for National Statistics or any successor Ministry or Department and if such index shall cease to be published the index or indicator so published which shall be its replacement or nearest equivalent

1.1.14 **Initial Rent:** the annual sum of £32,610

1.1.15 **Insolvency Event:** any of the following:

(a) the Tenant is unable to pay its debts or is deemed to be unable to pay its debts under section 123 of the Insolvency Act 1986 (if a company) or section 268 of the Insolvency Act 1986 (if an individual)

(b) the Tenant makes any agreement arrangement scheme or composition with its creditors including a voluntary arrangement under Part I (if a company) or Part VIII (if an individual) of the Insolvency Act 1986

(c) if the Tenant is a company it has an administration order made against it under Part II of the Insolvency Act 1986

(d) if the Tenant is an individual a bankruptcy petition against him is presented to the Court or his circumstances are such that a bankruptcy petition could be presented under Part IX of the

Insolvency Act 1986 he has a bankruptcy order made against him or he is otherwise adjudged to be bankrupt

(e) any step is taken to enforce security over or to obtain possession of the Premises or any other assets of the Tenant including the appointment of an interim receiver receiver or administrative receiver

(f) if the Tenant is a company the Tenant is wound up (whether solvent or insolvent) or the Tenant ceases to carry on all or a material part of its business except for and followed by a reconstruction amalgamation reorganisation merger or consolidation of the Tenant whilst solvent

(g) in respect of a Tenant incorporated or resident in a jurisdiction outside England and Wales any event or circumstance occurs which under the laws of that jurisdiction has an analogous or equivalent effect to any of the Insolvency Events contained in this definition

(h) any of the Insolvency Events contained in this definition occurs in relation to any guarantor of the Tenant other than a guarantor pursuant to clause 3.19.3(a) hereof

1.1.16 **Insurance Policies:** the insurance policies maintained by the Landlord pursuant to clause 5.1

1.1.17 **Insurance Rent:** the Percentage of the sums which the Landlord pays from time to time for the Insurance Policies

1.1.18 **Insured Risks:** loss or damage by fire storm tempest flood earthquake lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom riot civil commotion and malicious damage bursting or overflowing of water tanks apparatus or Service Media subsidence heave terrorism together with any other risk reasonably required by the Landlord or the Tenant subject to such

exclusions conditions and limitations as are from time to time required by the insurers and subject to cover being available at reasonable commercial rates and to the extent that any risk is for the time being uninsured it will not to that extent and for that time be an Insured Risk

1.1.19 **Insurers:** the underwriters or insurance office with whom the Insurance Policies are effected

1.1.20 **Interest Rate:** 3% above the base rate from time to time of The Royal Bank of Scotland plc or such other clearing bank as the Landlord may from time to time nominate or if the clearing banks cease at any time to publish a base rate such comparable rate of interest as the Landlord may reasonably determine

1.1.21 **Landlord:** includes the estate owner for the time being of the reversion immediately expectant on the termination of the Term

1.1.22 **Legislation:** all Acts of Parliament and other public or local legislation and European legislation having legal effect in the United Kingdom together with:

(a) all secondary legislation made under that legislation including statutory instruments and bye-laws and

(b) any notices orders proposals consents requisitions directions or other communications given or made under that legislation

1.1.23 **Lettable Areas:** those parts of the Building (including the Premises) which are from time to time let or designed to be let to occupational tenants

1.1.24 **Necessary Consents:** planning permission and all other consents licences permissions and approvals whether of a public or private nature which shall be relevant in the context

1.1.25 **Percentage:** a fair proportion reasonably determined by the Landlord which in the absence of special circumstances will be calculated by applying the proportion of the net internal area of the Premises to the net internal area of all Lettable Areas within the Building

1.1.26 **Permitted Use:** the use of the Premises within Classes A1 A2 and/or A3 / A4 / A5 (for the retail/branch areas) and within Classes B1(a) and/or A2 of the Schedule to the Use Classes Order (for the office areas) in each case with ancillary and related uses thereto (Provided That the prior written consent of the Landlord which shall not be unreasonably withheld or delayed shall be required for the sale of hot food for consumption off the Premises)

1.1.27 **Permitted Works:**

(a) formation of holes within structural members of the fabric of the Building to form new risers and/or horizontal routes for services

(b) installation of Plant and Machinery

(c) the exercise of the rights granted to the Tenant in paragraphs 10 to 15 inclusive and 17 to 20 inclusive of Part II of Schedule 1

1.1.28 **Plan 1 Plan 2 Plan 2A:** the plans annexed to this Lease respectively marked as such

1.1.29 **Planning Acts:** the act or acts for the time being in force relating to town and country planning

1.1.30 **Planning Permission:** any permission consent or approval given or deemed to be given under the Planning Acts

1.1.31 **Plant and Machinery:** all or any of the following:

(a) heating air conditioning cooling or ventilation systems and any other environmental systems

(b) fire alarm systems sprinklers and other systems for detecting or extinguishing fire

(c) security alarms and other security systems

(d) lifts and escalators

(e) window cleaning cradles and associated equipment

(f) systems for heating and storing water and

(g) any other machinery plant or equipment in or serving the Building

1.1.32 **Premises:** that part of the first floor of the Building shown edged red on Plan 2 and for location purposes only shown edged red on Plans 2A and described in more detail in Schedule 1

1.1.33 **President:** the President from time to time of the Royal Institution of Chartered Surveyors or any person authorised at the relevant time to act on his behalf

1.1.34 **Principal Rent:** the Initial Rent subject to review in accordance with Schedule 2

1.1.35 **Quarter Days:** 25 March 24 June 29 September and 25 December in each year

1.1.36 **Rents:** the sums payable by the Tenant to the Landlord in accordance with clause 3.1

1.1.37 **Rent Restriction:** any restriction on the right to review or recover rent which is imposed by any Legislation

1.1.38 **Services:** the services set out in clause 6.1

1.1.39 **Service Charge:** the Percentage of the Service Costs

H. M. LAND REGISTRY

NATIONAL GRID PLAN TQ 4069 SECTION N
GREATER LONDON

Scale 1/1250

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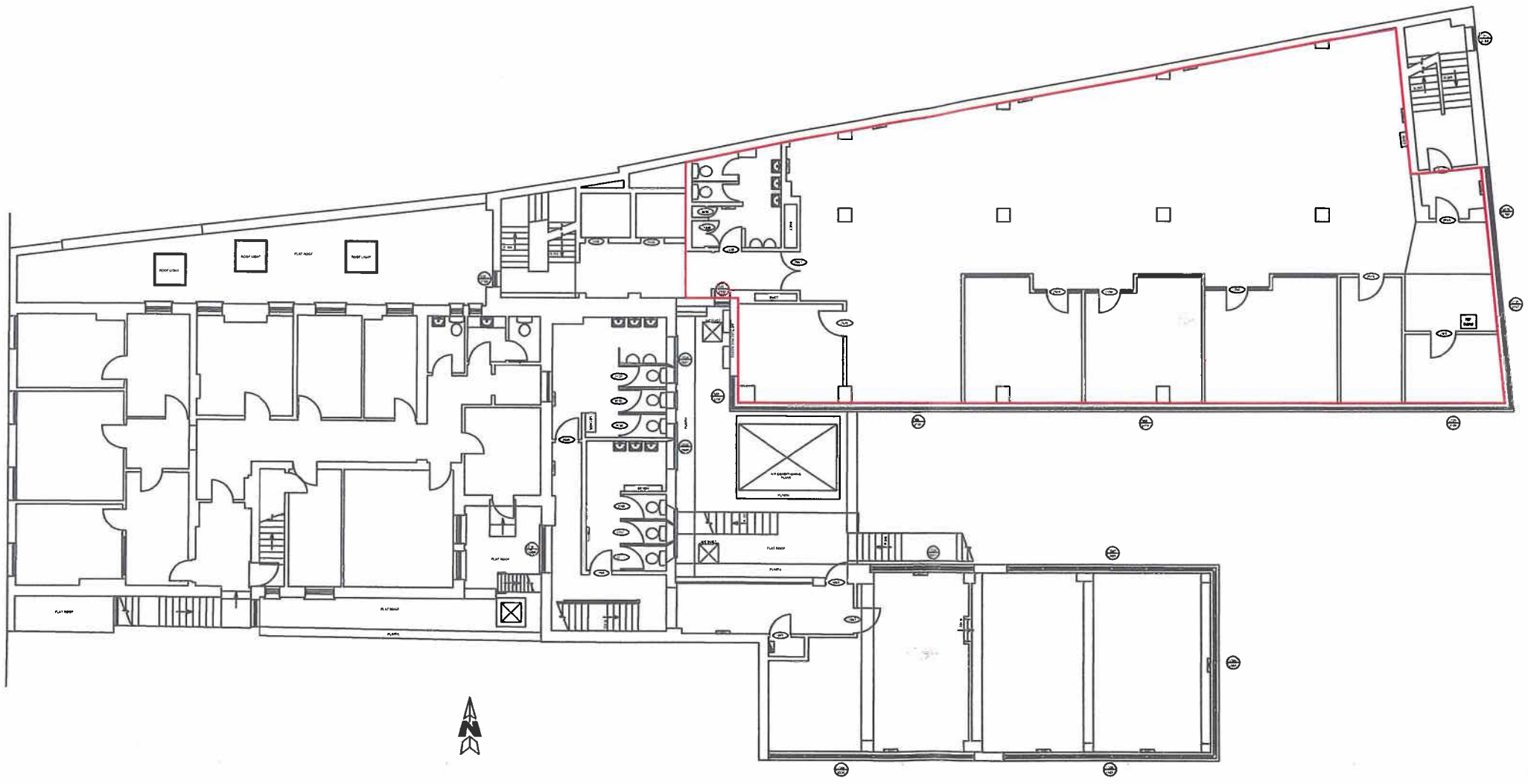

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Plan 2

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rev	description	date

RBS
The Royal Bank of Scotland Group

project
BROMLEY
143 HIGH STREET, BROMLEY
KENT, BR1 1JH

title
FIRST FLOOR PLAN
AS EXISTING

scale
1:200@A3

drn	chk	app
MLS	SA	
date 20/06/01	date 22/06/01	date

consultants' drawing number

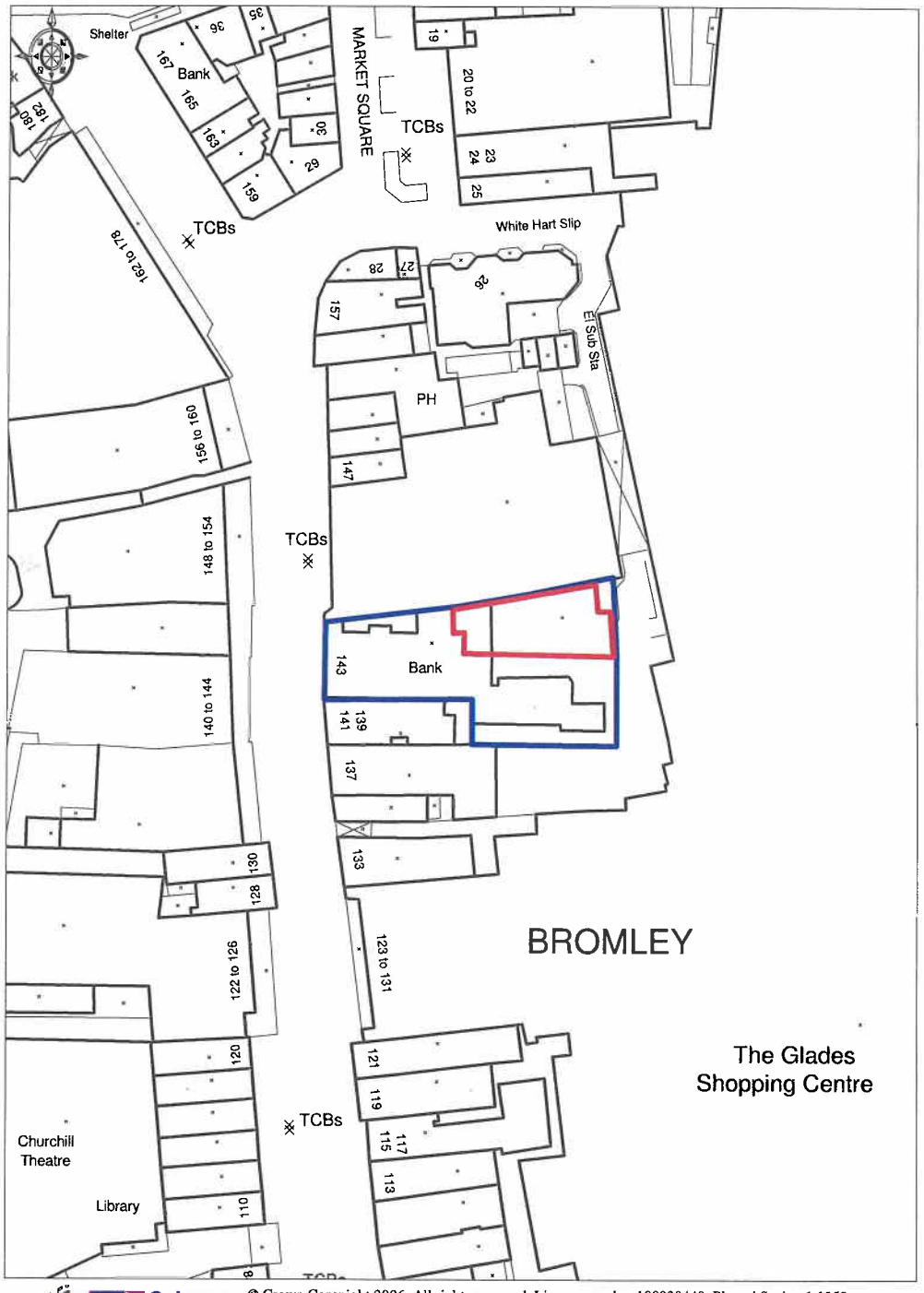
brand

rbs drawing number
6114/G1/01

rev.

BROMLEY - 143 HIGH STREET

Plan 2A



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1.1.40 **Service Charge Cap:**

(a) For the period from and including the Term Commencement Date up to and including 31 December 2007 the sum of £16,305; and

(b) From and including 1 January 2008 for the remainder of the Term the Service Charge Cap shall be calculated in accordance with the following formula:

$$£16{,}305 \times \frac{X}{Y}$$

where:

X = the figure of the Index published in the December of the year preceding each relevant Service Charge Year (commencing in 2007) and relating to the November immediately preceding that publication

Y = the figure of the Index published in the month preceding the date of the Lease (namely 2011)

1.1.41 **Service Charge Year:** the period starting on 1 January and ending on 31 December in each year or such other 12 month period as shall be determined by the Landlord from time to time

1.1.42 **Service Costs:** has the meaning as given in clause 6.2

1.1.43 **Service Media:** any pipes wires sewers drains mains ducts cables channels flues and any other media for conducting all form of energy telecommunication and other substances together with any apparatus required but excluding any which are maintained at public expense from time to time

1.1.44 **Tax Authority:** any government state or municipality or any local state federal or other authority body or official anywhere in the world exercising a fiscal revenue customs or excise function (including without

limitation the Inland Revenue and HM Customs & Excise and any successor body)

1.1.45 **Tenant:** includes the successors in title and assigns of the Tenant

1.1.46 **Term:** the term hereby granted and includes where appropriate any holding over pursuant to any Legislation

1.1.47 **Term Commencement Date:** the date of this Lease

1.1.48 **Third Party Rights:** all rights covenants and restrictions affecting the Building contained in the documents specified in Schedule 3

1.1.49 **Uninsured Damage:** damage by an Uninsured Risk

1.1.50 **Uninsured Risk:** any risk which is not an Insured Risk

1.1.51 **Use Classes Order:** The Town and Country Planning (Use Classes) Order 1987 as at 7 June 2006

1.1.52 **VAT:** Value Added Tax as defined in VATA and any future tax of a like nature

1.1.53 **VATA:** Value Added Tax Act 1994 as amended from time to time or any re-enactment thereof

1.1.54 **Working Day:** any day except Saturday Sunday and bank or other public holidays in England

1.1.55 **1995 Act:** the Landlord and Tenant (Covenants) Act 1995

1.2 In this Lease where the context requires:

1.2.1 words importing the singular include the plural and vice versa

1.2.2 words importing the masculine include the feminine and neuter

1.2.3 where a party consists of more than one person covenants and obligations of that party shall take effect as joint and several covenants and obligations

1.3 Save in relation to the definition of Permitted Use references to any act include references to any statutory modification or re-enactment thereof for the time being in force and any order instrument regulation or by-law made or issued thereunder

1.4 The expression **tenant covenants** has the meaning given to it by section 28(1) of the 1995 Act

1.5 The clause headings shall not in any way affect the construction of this Lease

1.6 It shall be a breach of the tenant covenants in this Lease to permit any act in breach of such covenants

1.7 Any reference to the right of the Landlord to have access to or enter the Premises shall be construed as extending to any mortgagee of the Landlord and to all persons authorised by them including agents professional advisers contractors and workmen

1.8 The powers rights matters and discretions reserved to or exercisable by the Landlord in this Lease shall also be reserved to or exercisable by their servants managers agents or workmen

2. DEMISE AND RENTS

The Landlord demises the Premises to the Tenant with full title guarantee together with the rights set out in Part II of Schedule 1 except and reserving to the Landlord the rights set out in Part III of Schedule 1 to hold them to the Tenant for the Contractual Term (subject to earlier determination) subject to and with the benefit of the Third Party Rights paying during the Term by way of rent:

2.1 the Principal Rent by four equal payments in advance on the Quarter Days in every year the first such payment or a proportionate part thereof in respect of the period commencing on and including the date of this Lease and ending on the day before the next Quarter Day thereafter to be made on the Term Commencement Date

2.2 the Insurance Rent within fourteen days of written demand the first such payment to be made on the Term Commencement Date apportioned on a daily basis in respect of the period for which it is payable

2.3 the Service Charge at the times and in the manner set out in clause 6 Save That in a Service Charge Year the Service Charge shall not exceed the relevant Service Charge Cap (but in determining whether the Service Charge exceeds the Service Charge Cap for any Service Charge Year those Service Costs described in clause 6.4.1(c) shall be deducted from the calculation of the total Service Costs)

2.4 any other sums payable by the Tenant under the terms of this Lease within fourteen days of written demand

3. TENANT'S COVENANTS

3.1 Payment of the Rents

3.1.1 The Tenant shall pay the Rents in accordance with clause 2 and without any deduction by way of set off (whether legal or equitable or of any other description) save as may be required by law

3.1.2 Save whilst the Tenant is National Westminster Bank Plc or any Group Company thereof if notified in writing by the Landlord at any time the Tenant shall pay the Principal Rent by standing order to an account in the UK nominated by the Landlord

3.2 VAT

3.2.1 The Principal Rent shall be inclusive of any VAT which is chargeable thereon and section 89 of VATA shall not apply to the Principal Rent

3.2.2 Except as expressly provided in clause 3.2.1 all sums payable or other consideration provided by the Tenant to the Landlord or by the Landlord to the Tenant pursuant to this Lease are exclusive of any VAT which is chargeable on the supply or supplies for which such sums or other

consideration (or in either case any part thereof) are the whole or part of the consideration for VAT purposes

3.2.3 Where the Tenant is required by the terms of this Lease to reimburse the Landlord for any fee liability cost or expense the Tenant shall reimburse the Landlord for the full amount of such fee liability cost or expense including such part as represents VAT (save to the extent that the Landlord obtains credit or payment in respect of such VAT from any Tax Authority)

3.2.4 When a taxable supply for VAT purposes is made pursuant to the Lease by either the Landlord or the Tenant the party making the supply shall provide to the other a valid VAT invoice in respect of such supply

3.3 **Interest on arrears**

The Tenant shall pay interest calculated from day to day at the Interest Rate upon the Principal Rent if not paid within seven days of the due date and upon all other Rents and other payments due to the Landlord under the provisions of this Lease but not paid within fourteen days of the due date such interest to be calculated from the due date(s) for payment to the date(s) of actual payment

3.4 **Rates and taxes etc**

The Tenant shall pay and discharge all general rates water rates and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether Parliamentary municipal parochial or otherwise and whether or not of an annual or recurring nature) which are now or may at any time hereafter be payable charged or assessed on or in respect of the Premises or the owner or occupier thereof during the Term and in the absence of direct assessment on the Premises to pay to the Landlord on demand by way of additional rent a fair proportion thereof (to be determined by the Landlord acting reasonably) attributable to the Premises but excluding:

3.4.1 any rates and/or taxes payable by or imposed upon the Landlord as a result of any disposal or deemed disposal of or dealing or deemed dealing with or ownership of a reversionary interest in the Premises or

3.4.2 any tax payable by the Landlord in respect of the grant of this Lease or the receipt of the Rents and other monies under this Lease

3.5 **Gas and electricity**

3.5.1 The Tenant shall pay for all gas water and electricity consumed on the Premises and shall pay all charges and costs (including meter rents) of or relating to the use of any equipment upon or used in connection with the Premises

3.5.2 The Tenant shall comply with the requirements and regulations of the supply authority with regard to the electrical wiring gas installations and equipment in the Premises

3.6 **Repair**

The Tenant shall at all times throughout the Term keep the Premises in good and substantial repair and (whenever necessary in the course of repair) renew the Premises (damage by any Insured Risks or Uninsured Risks excepted)

3.7 **Decoration**

In every fifth year of the Term and also in the last twelve months of the Term howsoever determined (but not so as to be obliged to do so more than once in any twelve month period) the Tenant shall decorate in a workmanlike manner the interior of the Premises with two coats of good quality paint and paper those parts normally or previously papered with material of good quality such decoration in the last twelve months of the Term (however determined) to be executed in such colours patterns and materials as the Landlord shall first approve (such approval not to be unreasonably withheld or delayed)

3.8 **To permit entry**

Subject always to the provisions of clause 7.2 the Tenant shall permit the Landlord and any person authorised by the Landlord at all reasonable times and save in the case of emergency upon reasonable (which in any event shall be not less than five Working Days) previous written notice to enter upon the Premises to exercise any of the rights excepted and reserved by this Lease

3.9 **Compliance with notices to remedy**

3.9.1 The Tenant shall promptly commence appropriate preparations for and thereafter diligently proceed with any works to the Premises which are necessary to comply with any proper notice given by the Landlord requiring the Tenant to remedy any breach of the tenant covenants relating to the state and condition of the Premises

3.9.2 If the Tenant shall not within a period of sixty days (or sooner or longer if reasonably appropriate) comply with any such notice it shall:

(a) permit the Landlord (subject always to the provisions of clause 7.2) to enter the Premises with workmen and any necessary equipment and materials to remedy any such breach and

(b) pay to the Landlord within fourteen days of written demand all reasonable and proper costs and expenses incurred by the Landlord in so doing which sums shall be recoverable as rent in arrears or (at the Landlord's option) as a debt

3.10 **To yield up**

At the expiration or sooner determination of the Term the Tenant shall yield up the Premises decorated repaired and kept in accordance with the tenant covenants contained in this Lease and reinstated in accordance with and to the extent required by clause 3.12

3.11 **Alterations**

3.11.1 The Tenant shall not carry out any alterations or additions to the Premises unless expressly permitted to do so by this clause 3.11 or by any written agreement between the Landlord and the Tenant at or prior to the date of this Lease

3.11.2 The Tenant may:

(a) carry out internal non-structural alterations to the Premises and/or

(b) install vary the position of or remove internal demountable non-structural partitioning and rearrange associated electrical installations

(the **Non-Consent Works**) without the consent of the Landlord subject to the Non-Consent Works not materially adversely affecting the operation and efficiency of any Plant and Machinery. The Tenant will provide details of the Non-Consent Works to the Landlord within one month after they have been carried out

3.11.3 The Tenant may carry out the Permitted Works (whether or not structural in nature) subject to the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that the Landlord shall not be deemed to be unreasonably withholding its consent if (in its reasonable opinion) such works would materially and adversely affect:

(a) the structural integrity of the Premises and/or

(b) any warranties or guarantees in relation to fabric of the Premises

3.12 **Reinstatement**

If so required by the Landlord by not less than three months written notice before the end of the Term (howsoever determined) then by the end of the Term the Tenant is to have:

3.12.1 reinstated all alterations and additions made to the Premises during the Term

3.12.2 reinstated all internal non-structural alterations in the nature of fitting out works carried out prior to the commencement of the Term

3.12.3 removed all Tenant's automatic telling machines and

made good all damage thereby caused

3.13 **Not to obstruct windows or light nor to permit any encroachment or easement**

3.13.1 The Tenant shall not permit any new window light opening doorway path passage drain or other encroachment or easement to be made save pursuant to permitted alterations

3.13.2 The Tenant shall preserve rights and easements but only by taking such reasonable steps as the Landlord may require

3.13.3 Where any such window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made or acquired the Tenant shall promptly give notice thereof to the Landlord and at the request of the Landlord and at the Landlord's cost the Tenant will adopt such course as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement Provided always that the Tenant shall not be obliged to do anything contrary to its own interests

3.14 **User**

Not to use the Premises otherwise than for the Permitted Use

3.15 **Prohibitions**

The Tenant shall not:

3.15.1 store or use in the Premises or any part thereof any petrol or other inflammable explosive radioactive or combustible substance or any other deleterious material

3.15.2 use the Premises or any part thereof for any illegal or immoral act or purpose

3.15.3 hold any auctions exhibitions public meetings (other than shareholder meetings) or public entertainments at the Premises

3.15.4 do upon the Premises anything which causes a nuisance or damage to the Landlord or to the owners tenants and occupiers of adjoining or neighbouring properties

3.15.5 put any weight or impose any strain on the Premises or any other parts of the Building in excess of that which they are designed to bear with due margin for safety

3.15.6 discharge oil grease or other deleterious matter into the Service Media serving the Premises

3.15.7 make any alteration or addition to the electrical installations of the Premises which will or is likely to endanger or overload such installations

3.15.8 load or use the lifts in the Building in any manner which does or is likely to cause strain or damage to or interfere with them

3.15.9 leave any goods or refuse on or in anyway obstruct the Common Parts

3.16 **Alienation of part absolutely prohibited**

The Tenant shall not charge or assign part only of the Premises

3.17 **Prohibited dealings with the Premises**

The Tenant shall not part with or share possession or occupation of the Premises or any part thereof nor assign or underlet or otherwise dispose of or deal with the

Premises or any part thereof otherwise than in accordance with the provisions of this Lease relating to occupation by Group Companies (clause 3.18) assignment (clause 3.19) and underletting (clause 3.20)

3.18 **Occupation by Group Companies**

3.18.1 The Tenant may permit occupation of the Premises or any part thereof by Group Companies of the Tenant Provided That no legal estate or other right or tenancy is created

3.18.2 The Tenant shall as soon as reasonably practicable give the Landlord notice in writing of the identity of any such Group Company its relationship to the Tenant the date of its occupation and (following vacation) the date of its vacation

3.18.3 The Tenant shall procure that any such Group Company shall vacate the Premises forthwith upon whichever is the earlier of the date of expiration or sooner determination of the Term and the date on which such company ceases to be a Group Company of the Tenant

3.18.4 Any underlease may contain Group Company sharing provisions similar to those in clauses 3.18.1 to 3.18.3 inclusive

3.19 **Assignment of whole permitted**

3.19.1 The Tenant may assign the whole of the Premises with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that the Landlord shall be entitled to (for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) impose all or any of the conditions in relation to its consent as are in clause 3.19.3

3.19.2 The proviso to clause 3.19.1 shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent is reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions is reasonable

3.19.3 The conditions referred to in clause 3.19.1 are:

(a) the execution and delivery to the Landlord prior to the assignment in question by the Tenant and (if lawful to so require) any guarantor of the Tenant of an authorised guarantee agreement within the meaning of Section 16 of the 1995 Act in the form set out in Schedule 4 and

(b) if reasonably required by the Landlord the execution and delivery to the Landlord on or before the assignment in question of a deed from a guarantor approved by the Landlord (such approval not to be unreasonably withheld or delayed) in favour of the Landlord guaranteeing the due and punctual payment and performance of all the obligations of the intended assignee (the guarantee to contain provisions equivalent to those in Schedule 5)

(c) the payment to the Landlord of the Principal Rent and all other undisputed sums which have fallen due under this Lease prior to the date of the assignment

3.19.4 Whilst the Tenant is it will be permitted to assign the whole of the Premises to National Westminster Bank Plc without the prior consent of the Landlord and free from the conditions detailed in this clause 3.19 above provided that:-

(a) Clause 3.21 is complied with; and

(b) The Royal Bank of Scotland plc is at the time of assignment a Group Company of the Tenant

3.20 **Underletting permitted**

3.20.1 The Tenant may underlet the whole of the Premises if the following conditions are met:

(a) where the underlease is not to be excluded from sections 24 to 28 of the Landlord and Tenant Act 1954 the prior written consent of the Landlord has been given to such underletting (such consent not to be unreasonably withheld or delayed)

(b) the intended undertenant shall have covenanted with the Landlord by deed:

(i) to pay the rent to be reserved by and the other sums payable under the underlease and to observe and perform the tenant covenants to be contained in the underlease until the undertenant is released by virtue of the 1995 Act and

(ii) not to assign the underlet premises without:

(1) first obtaining a deed of covenant from the intended assignee in favour of the Landlord in the same form (with necessary changes) as the deed required by virtue of the provisions of (b)(i) of this sub-clause and

(2) if the underlease is one to which Landlord's consent was required and if the Landlord reasonably requires first obtaining a deed from a guarantor approved by the Landlord (such approval not to be unreasonably withheld or delayed) in favour of the Landlord guaranteeing the due and punctual payment and performance of all the obligations of the intended assignee under the deed referred to in (b)(ii)(1) of this sub-clause the guarantee to contain provisions equivalent to those in Schedule 5

(iii) not further to underlet the underlet premises without obtaining a deed of covenant from the intended sub-

underlessee in favour of the Landlord in the same form (with necessary changes) as the deed required by virtue of the provisions of this sub-clause (b)

(c) if the underlease is one to which Landlord's consent is required and if the Landlord reasonably requires a guarantor approved by the Landlord (such approval not to be unreasonably withheld or delayed) shall before grant of the underlease have covenanted by deed with the Landlord guaranteeing the due and punctual payment and performance of all obligations of the intended undertenant until the undertenant is released by virtue of the 1995 Act the guarantee to contain provisions equivalent to those in Schedule 5

(d) the underlease is not granted at a fine or premium (other than a payment for fixtures and fittings)

(e) the underlease reserves a rent which at the time of the grant of the underlease is not less than the open market rent of the underlet premises and which is not commuted (but without precluding a reasonable rent free period) nor payable more than one quarter in advance

(f) the underlease:

(i) provides for upwards only review of the rent once every five years (or more frequently if so desired by the underlessor) to the Open Market Rent of the underlet premises

(ii) provides that where the underlease requires the undertenant to obtain the underlessor's consent the undertenant shall also be required to obtain the Landlord's consent

(iii) contains a proviso for re-entry in the same terms as this Lease

3.20.2 The Tenant may underlet part of any floor (excluding such entrance ways halls staircases lobbies lifts corridors toilets plant rooms and areas used in common by occupiers of the Premises as the Tenant shall think fit) if:

(a) the conditions referred to in clause 30.20.1 (where relevant) are met and

(b) sections 24 to 28 of the Landlord and Tenant Act 1954 shall have been validly excluded in respect of the tenancy created by the underlease

3.20.3 In connection with any underlease to which Landlord's consent was required the Tenant shall not consent to or participate in any variation or addition to any such underlease (or any of the terms thereof) without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed)

3.20.4 In connection with any underlease the Tenant shall:-

(a) enforce all the covenants and obligations of the underlessee thereunder and not waive any breach of the same

(b) duly and efficiently operate and effect all reviews of rent pursuant to the terms of any such underlease

3.20.5 Within one month after any reasonable written request by the Landlord to notify the Landlord in writing:

(a) whether the Tenant occupies the Premises wholly or in part

(b) whether the Tenant has granted an underlease of the whole or any part of the Premises and if so to advise the Landlord of the rent reserved by any underlease and the full name and address of any underlessee and (if appropriate) which part or parts and

(c) whether there are any other occupiers of the Premises save as specified above and if so the full terms on which they occupy

3.21 **To produce assignment etc and to pay fee**

Within twenty-eight days after any assignment or charge of the Premises and the grant assignment charging or surrender of any underlease however remote give written notice to the Landlord's solicitor of the disposition together with a certified copy of the document giving effect to it and to pay such solicitors a reasonable registration fee (of not less than £35) and also any reasonable registration fees payable to the solicitors of any superior landlord

3.22 **Legislation**

3.22.1 The Tenant shall comply in all respects with all requirements from time to time relating to the Premises and the use of them and the use of anything in the Premises imposed by Legislation whether the requirements are imposed on the Landlord or the Tenant or the occupier or any other person unless such compliance is the responsibility of the Landlord pursuant to its obligations under this Lease to provide Services

3.22.2 In relation to all works at the Premises to which the Construction Regulations apply and which are undertaken by the Tenant or any person deriving title or authority from the Tenant during the Term the Tenant shall:

(a) promptly provide to the Landlord a complete copy of the health and safety file for the works prepared in accordance with the Construction Regulations and any code of practice or other guidance issued by any competent authority and

(b) no later than the end of the Term deliver up to the Landlord the original health and safety file

3.23 **Copies of notices**

If the Tenant receives any notice or order or proposal of any kind in relation to the Premises or their use or anything on the Premises pursuant to any Legislation it shall:

3.23.1 promptly supply a copy of the notice order or proposal to the Landlord at the Tenant's own cost

3.23.2 at the Tenant's own cost comply with it and

3.23.3 if required by and at the cost of the Landlord make or join with the Landlord in making such objections or representations in respect of it as the Landlord may reasonably require Provided That the Tenant shall not be required to do anything which is contrary to its own interests

3.24 **Defects in the Premises**

3.24.1 As soon as reasonably practicable after the Tenant becomes aware of any material defect in the Premises it shall promptly give the Landlord notice of it

3.24.2 The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease

3.25 **To comply with Planning Acts**

3.25.1 The Tenant shall comply with the provisions and requirements of the Planning Acts and of all Planning Permissions so far as they relate to the Premises and their use

3.25.2 The Tenant shall not make any application for Planning Permission in respect of the Premises without the previous written consent of the Landlord Provided That the Tenant shall be free to make applications for any Planning Permissions necessary to carry out any alterations or works

or change of use in respect of which Landlord's consent is not needed or cannot be unreasonably withheld

3.25.3 Subject to obtaining any Landlord's consent required pursuant to clause 3.25.2 the Tenant shall obtain all such Planning Permissions and serve all such notices as may be required for the carrying out of any operations on the Premises or change of use of the Premises which may constitute development (within the meaning of the Planning Acts)

3.25.4 As soon as reasonably possible after the grant of any Planning Permission in respect of the Premises the Tenant shall deliver a copy of it to the Landlord

3.25.5 Unless the Landlord directs otherwise in writing before the determination of the Term the Tenant shall carry out any works required to be carried out to the Premises as a condition of any Planning Permission which may have been granted during the Term and implemented by the Tenant or any person deriving title from the Tenant whether or not the date by which the Planning Permission requires such works to be carried out falls within the Term

3.25.6 If a Planning Permission is granted subject to conditions and if the Landlord (acting reasonably) so requires the Tenant shall prior to implementing the Planning Permission provide security acceptable to the Landlord (acting reasonably) for compliance with those conditions Provided That this clause shall not apply for so long as National Westminster Bank Plc or any Group Company thereof is the Tenant

3.26 **Indemnity**

The Tenant shall indemnify the Landlord against and shall pay upon demand all proper costs and expenses including professional fees reasonably and properly incurred by the Landlord as a consequence of any breach by the Tenant of its obligations under this Lease Provided That:

3.26.1 the Landlord shall be obliged to mitigate its loss

3.26.2 before claiming against the Tenant under this clause 3.26 the Landlord shall serve a notice on the Tenant specifying the breach and giving the Tenant a reasonable period in which to remedy it

3.26.3 no claim as to which the Landlord is seeking an indemnity from the Tenant shall be settled by the Landlord without the prior written consent of the Tenant whose consent is not to be unreasonably withheld or delayed

3.27 **Costs**

The Tenant shall pay on demand all proper costs expenses and charges (including but without prejudice to the generality of the foregoing solicitors' costs counsel's architects' and surveyors' and other professional fees and commissions payable to a bailiff) properly incurred by the Landlord arising from:

3.27.1 the preparation and service of any notice under sections 146 and 147 of the Law of Property Act 1925 (whether or not such a notice is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the court)

3.27.2 the recovery of any Rent in arrears

3.27.3 every application for any consent made under this Lease whether such consent shall be granted or not (unless consent is withheld in breach of the Lease) or the application withdrawn such costs to be reasonable

3.27.4 a schedule of dilapidations whether served during or within three months after the termination of the Term

3.28 **New guarantor**

Without prejudice to clause 7.1 if there occurs in relation to the Guarantor (which in this clause 3.28 shall not include any Guarantor provided pursuant to clause 3.19.3(a)) an Insolvency Event the Tenant shall promptly give written notice of the

Insolvency Event to the Landlord and if the Landlord so requests the Tenant shall at its own expense procure that some other person reasonably acceptable to the Landlord executes and delivers to the Landlord covenants by deed with the Landlord in the form set out in Schedule 5

3.29 **Third Party Rights**

By way of indemnity only to comply with the Third Party Rights so far as they relate to the Premises and are subsisting and capable of being enforced

4. LANDLORD'S COVENANTS

4.1 **Quiet enjoyment**

The Landlord covenants with the Tenant that so long as the Tenant pays the Rents and complies with the tenant covenants in this Lease the Tenant will have quiet enjoyment of the Premises without lawful interruption by the Landlord or any person claiming under the Landlord

5. INSURANCE

5.1 **Landlord's insurance obligations**

5.1.1 The Landlord shall effect and maintain with a reputable insurance company the following insurances in respect of the Building:

(a) insurance against damage or destruction by the Insured Risks to the Full Cost of Reinstatement

(b) the loss of the Principal Rent and the Service Charge from time to time payable or reasonably estimated to be payable under this Lease taking into account any review of the rent which may become due under this Lease for three years or such longer period as the Landlord may from time to time reasonably deem to be necessary having regard to the likely period required for obtaining planning permission and reinstating the Building and

(c) third party and public liability insurance and such other insurance in respect of the Building as the Landlord may from time to time reasonably deem necessary to effect

5.1.2 The Landlord shall use reasonable endeavours to ensure that the terms of the Insurance Policies are competitive

5.1.3 The Landlord shall procure that the interests of the Tenant and any permitted undertenant and their respective mortgagees are noted on the Insurance Policies and that the Insurance Policies contain no subrogation clauses against the Tenant or any permitted undertenant

5.1.4 The Landlord will upon request from time to time produce to the Tenant a copy or full details of the Insurance Policies and evidence that they are in force

5.1.5 The Landlord will immediately notify the Tenant in writing if cover for any of the Insured Risks is withdrawn or varied

5.2 **Reinstatement**

5.2.1 If the Building or any part of it is destroyed or damaged by the Insured Risks then the Landlord will use all reasonable endeavours to obtain all Necessary Consents required to reinstate the Building and if these are obtained the Landlord will apply the insurance moneys received under the insurance policy maintained under clause 5.1.1(a) and all moneys received from the Tenant under clause 5.5 and any other contributors in reinstating the Building with all reasonable speed and will to the extent that the sums are insufficient (unless as a result of the breach by the Tenant of clause 5.3.2(f)) make up any shortfall out of its own resources

5.2.2 The Landlord shall ensure that the works of reinstatement are carried out in a good and workmanlike manner in accordance with good building and design practice using good sound and suitable materials and in

accordance with all applicable Legislation British standards and codes of practice

5.2.3 The Landlord shall procure the provision of third party rights or a deed of collateral warranty in favour of the Tenant from the contractor and any professional consultants in connection with the reinstatement and such rights/deeds to be in then market acceptable terms

5.2.4 The Building (except for the Premises) need not be reinstated under clause 5.2.1 to the same state appearance or layout as before but following any reinstatement the Premises shall enjoy substantially the same rights and amenities as before and provide the Tenant with accommodation no less commodious and suitable for the Tenant's use and occupation and as easily accessible

5.3 **Tenant's insurance obligations**

5.3.1 The Tenant shall pay to the Landlord within fourteen days of written demand the Percentage of any normal excess which the Landlord is required to bear under any insurance policy unless the excess has become payable as a result of any action or default of the Landlord or any occupier of other parts of the Building

5.3.2 The Tenant shall:

(a) not do or fail to do anything which shall or may cause any of the Insurance Policies to be void or voidable or increase the premiums payable under them

(b) not insure or maintain insurance of the Building or the Premises against any of the Insured Risks (save to the extent that the Landlord has failed to do so)

(c) notify the Landlord of the incidence on the Premises of any Insured Risk

(d) pay on demand the whole of any increase in any premium arising from a breach of clause 5.3.2(a)

(e) comply with all conditions of the Insurance Policies and all reasonable requirements of the Insurers so far as they have been notified in writing to the Tenant and apply to the Premises or the rights granted by this Lease

(f) notify the Landlord in writing of the value of any alterations additions or improvements which the Tenant or any undertenant proposes to make before those works are commenced

5.4 **Rent cesser**

If the Building or any part of it is damaged or destroyed by an Insured Risk such that the Premises are unfit for beneficial occupation and use and/or incapable of reasonable access then (unless clause 5.5 applies) the Principal Rent and the Service Charge or a fair proportion of them according to the nature and extent of the damage in question shall be suspended until the earlier of:

5.4.1 the date three years after the date of such damage or destruction and

5.4.2 the date on which Premises are again fit for occupation and use and capable of reasonable access

5.5 **Vitiation of insurance**

5.5.1 If the insurance money under any of the Insurance Policies is wholly or partly irrecoverable by reason of any act neglect or default of the Tenant or any undertenant or any predecessor in title of either of them or those for whom they are respectively responsible at law or where the sum insured is inadequate as a result of a breach by the Tenant of clause 5.3.2(f) then the Tenant will pay to the Landlord the irrecoverable amount or the amount of such shortfall as the case may be

5.5.2 Payment under clause 5.5.1 shall be made on the later of the date of written demand by the Landlord and the date on which such insurance money (or the relevant part of it) would have been claimable under the Insurance Policies had they not been wholly or partly vitiated

5.6 **Determination**

5.6.1 If the Building is destroyed or damaged by any of the Insured Risks such that the Premises are unfit for occupation and use or incapable of reasonable access and if the Landlord has not commenced reinstatement within one year after that destruction or damage occurs then the Tenant may by written notice to the Landlord served at any time after that date (but before the Landlord commences reinstatement) determine this Lease

5.6.2 If the Building is destroyed or damaged by any of the Insured Risks such that the Premises are unfit for beneficial occupation and use or incapable of reasonable access and if the Premises are not made fit for beneficial occupation and use and capable of reasonable access within three years after that destruction or damage occurs then either the Landlord or the Tenant may by written notice to the other served at any time after that date (but before the Premises are again fit for occupation and use) determine this Lease

5.6.3 If notice is served by either the Landlord or the Tenant pursuant to clause 5.6.1 or 5.6.2:

(a) this Lease shall forthwith determine but the determination shall be without prejudice to any right of action of either party in respect of any previous breach of this Lease by the other or to any obligation of the Tenant under clauses 5.3.1 or 5.5 (and any sums payable under those paragraphs shall be paid on determination if they have not already become payable) and

(b) all moneys payable under the Insurance Policies or by the Tenant under clauses 5.3.1 or 5.5 shall be paid to and belong to the

Landlord absolutely save insofar as they are attributable to the Tenant's fixtures and fittings and improvements (where such attributed moneys shall be paid to the Tenant)

(c) the Tenant shall be permitted a reasonable time to remove from the Premises any fixtures fittings or equipment belonging to it and shall not be required to reinstate any alterations or additions made by it nor to yield up the Premises in the state of repair and decoration which would (but for the damage by the Insured Risks) be required by this Lease

5.7 **Arbitration**

Any dispute under clauses 5.4 5.5 or 5.6 shall be determined by a single arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly by the President and in either case in accordance with the Arbitration Act 1996

5.8 **Uninsured Damage**

If there is Uninsured Damage then for the purposes of this Lease the Building shall be deemed to have been damaged by Insured Risks provided that where the Uninsured Damage is caused by a risk which the Landlord does not insure because insurance cover for that risk is not available in the London insurance market then the following additional provisions shall apply:-

5.8.1 Within six months of the damage or destruction in question the Landlord shall give written notice to the Tenant (**Election Notice**) stating whether or not it proposes to rebuild or reinstate the Building

5.8.2 If the Election Notice states that the Landlord does propose to rebuild or reinstate the Building then for all the purposes of this Lease the Uninsured Damage shall be deemed to have been caused by Insured Risks in respect of which the full insurance monies are deemed to have

been received by the Landlord under the Insurance Policies and the Landlord shall pay for the rebuilding and reinstatement of the Building

5.8.3 If the Landlord serves an Election Notice under clause 5.8.1 hereof stating that it does propose to rebuild or reinstate the Building then the one year period referred to in clause 5.6.1 shall be deemed to be one year from the service of such an Election Notice

5.8.4 If the Election Notice states that the Landlord does not propose to rebuild or reinstate the Building or if no Election Notice is served strictly within the period of six months referred to in clause 5.8.1 then the Tenant may determine this Lease at any time thereafter upon giving written notice to the Landlord

5.8.5 If the Lease is determined under clause 5.8 the Tenant shall be permitted a reasonable time to remove from the Premises any fixtures fittings or equipment belonging to it and shall not be required to reinstate any alterations or additions made by it nor to yield up the Premises in the state of repair and decoration which would (but for the Uninsured Damage) be required by this Lease

6. SERVICES AND SERVICE CHARGE

6.1 Services

The **Services** are:

6.1.1 decorating the internal areas of the Common Parts

6.1.2 maintaining any landscaped and grassed areas of the Common Parts

6.1.3 cleaning maintaining repairing and replacing (and in the case of (f) operating) any of the following that are on the Common Parts

(a) lighting machinery and equipment

(b) refuse bins

(c) signage for the Common Parts

(d) furniture and fittings

(e) (where access is gained to the Premises through the Building's central entrance hall) a signboard in the Building's central entrance hall showing the names and logos of the tenants and other occupiers

(f) security machinery and equipment (including closed circuit television)

(g) heating machinery and equipment serving the Common Parts and (where the Premises do not have their own separate supply) the Premises

6.1.4 cleaning maintaining repairing and replacing any of the following that are on the Common Parts:

(a) any lifts and lift machinery and equipment

(b) cleaning maintaining repairing and replacing the floor coverings on the internal areas

(c) cleaning maintaining repairing and replacing (where the Tenant has use of communal toilet facilities) the furniture fittings and equipment in the toilets

6.1.5 if reasonable and of benefit to Tenant providing security reception cleaning and maintenance staff for the Building

6.1.6 any other service or amenity that the Landlord may in its reasonable discretion acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Building

6.2 **Service Costs**

The **Service Costs** are the total of:

6.2.1 the whole of the costs of:

(a) providing the Services

(b) the supply and (as the case may be) the removal of electricity gas water sewerage and other utilities to and from the Common Parts

(c) complying with the reasonable recommendations and requirements of the Insurers (insofar as those recommendations and requirements relate to the Common Parts)

(d) complying with all Legislation relating to the Common Parts their use and any works carried out at them and relating to the use of all Service Media machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts

(e) complying with the Third Party Rights insofar as they relate to the Common Parts and are subsisting and capable of being enforced

(f) taking any steps (including proceedings) that the Landlord reasonably considers necessary in the interests of good estate management to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts or the Building as a whole or to remove any obstruction to the flow of light or air to the Common Parts or the Building as a whole

6.2.2 the reasonable costs fees and disbursements of:

(a) managing agents employed by the Landlord for the carrying out and provision of the Services or where managing agents are not

employed a management fee for the same but not exceeding 10% of the Service Costs

(b) accountants employed by the Landlord to prepare and audit the service charge accounts

6.2.3 if of benefit to the Tenant the costs of the salaries and employer costs of security reception cleaning and maintenance staff as appropriate for the Building and of all equipment and supplies needed for the proper performance of their duties

6.2.4 all rates taxes and impositions payable in respect of the Common Parts their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing or deemed dealing with or disposition of its reversionary interest in the Building) and

6.2.5 any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT

6.2.6 complying with the obligations in clause 6.4.1 hereof

but excluding the Excluded Costs and the Service Costs shall be reduced by any monies which the Landlord has recovered from any other party pursuant to any warranties guarantees appointments or building contracts relating to the repair maintenance and construction of the Building the Landlord using all reasonable and proper measures to recover such monies Provided That any reasonable expenses properly incurred by the Landlord in doing so (and to the extent that they cannot be recovered from the relevant third party) may be recovered by the Landlord as a Service Cost;

6.3 **Excluded Costs**

6.3.1 The Excluded Costs are:

(a) the costs of any works undertaken for the creation of the Premises as a separate and self-contained unit with all necessary services

(b) any costs liabilities or expenses in respect of any Lettable Area which is for the time being unlet including (without limitation) those relating to marketing maintenance repair or decoration

(c) any costs incurred by the Landlord in relation to the review of rent of any Lettable Area or the collection of rents

(d) the costs of making good any damage to or destruction of the Building following damage by Insured Risks or damage deemed to have been caused by Insured Risks pursuant to 5.8

(e) any costs for which other tenants or occupiers of the Building are individually responsible

(f) any financing or refinancing costs of the Landlord

(g) the cost of the acquisition or installation of any artwork including (without limitation) any statues or paintings and

(h) any costs arising in respect of facilities or services from which the Tenant derives no benefit

6.4 **Provision of Services**

6.4.1 The Landlord shall:

(a) keep the Common Parts including all Service Media (save those within and exclusively serving a Lettable Area) and all other parts of the Building that are not Lettable Areas in good and substantial repair and condition and decorative order and compliant with Legislation

(b) provide heating and (if such facility is available within the Building) air conditioning to the internal areas of the Common

Parts and the Premises during the Business Hours and during such other periods of the year as may be reasonably appropriate and so that suitable temperatures are maintained throughout the year

(c) (where the relevant supply to the Premises is from elsewhere in the Building) provide electricity and/or water to the Premises

(d) keep the internal areas of the Common Parts clean and to clean the outside of the windows of the Building as often as the Landlord reasonably considers appropriate and not less than every three months

(e) keep the internal areas of the Common Parts appropriately lit

(f) (in relation to any communal toilet facilities) supply adequate hot and cold water soap paper towels and other supplies for the toilets on the Common Parts

(g) keep any lifts in the Building used by the Tenant in good working order and

(h) clean maintain repair operate and replace fire prevention detection and fire fighting machinery and equipment and fire alarms on the Common Parts

6.4.2 The Landlord may but will not be obliged to provide any of the other Services

6.4.3 Subject to clause 6.4.4 the Landlord will not be obliged to provide any of the Services listed in (b) to (f) (inclusive) of sub-clause 6.4.1 outside the Business Hours

6.4.4 If the Tenant requires the provision of the services listed in (b) (c) (e) and (f) of sub-clause 6.4.1 outside the Business Hours the Landlord shall (subject to the payment by the Tenant of all reasonable and proper costs associated with their provision or where such services are requested by or

provided for other occupiers in the Building a fair and reasonable proportion of those costs) use all reasonable endeavours to provide such services

6.5 **Limitation on liability**

The Landlord will not be liable for:

6.5.1 any interruption in or disruption to the provision of any of the Services for any reason that is outside the reasonable control of the Landlord or

6.5.2 any injury loss or damage suffered by the Tenant as a result of any absence or insufficiency of any of the Services or of any breakdown or defect in any Service Media except where due to the negligence of the Landlord or those for whom the Landlord is responsible at law

Provided That the Landlord uses reasonable endeavours to minimise the length and magnitude of such interruption disruption absence or insufficiency and in any event uses its best endeavours to procure that electricity is supplied to the Premises at all times

6.6 **Service Charge estimates**

Before the start of each Service Charge Year the Landlord will prepare and send the Tenant a reasonable estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year

6.7 **Service Charge Rent**

6.7.1 The Tenant shall pay the estimated Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days after adjustment to reflect the Service Charge Cap for that Service Charge Year and in the event that the Landlord fails to prepare and send the Service Costs estimate pursuant to clause 6.6 above the Tenant will only be obliged to pay 90% of the Service Charge Cap

6.7.2 In relation to the Service Charge Year current at the date of this Lease the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge will be limited to 90% of an apportioned part of those amounts such apportioned part to be calculated on a daily basis for the period from the Term Commencement Date to the end of the Service Charge Year

6.8 **Service Charge Account**

6.8.1 As soon as reasonably practicable but in any event within 6 months after the end of each Service Charge Year the Landlord will prepare and send to the Tenant an account certified by the Accountant showing the Service Costs and the Service Charge for that Service Charge Year (the **Service Charge Account**)

6.8.2 The Tenant may inspect the accounts and the supporting invoices and receipts by appointment with the Landlord (or its accountants or managing agents)

6.9 **Omission of Service Costs**

If any cost is omitted from the calculation of the Service Charge in any Service Charge Year the Landlord will be entitled to include it in the estimate and account of the Service Charge in the following Service Charge Year otherwise (except in the case of manifest error) the Service Charge account will be conclusive as to all matters of fact to which it refers

6.10 **Balancing payments**

6.10.1 If in respect of any Service Charge Year the Landlord's estimate of the Service Charge is less than the Service Charge the Tenant shall pay the difference (subject to the Service Charge Cap) on fourteen days' written demand

6.10.2 If in respect of any Service Charge Year the Landlord's estimate of the Service Charge is more than the Service Charge the Landlord will credit

the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference will be credited against each succeeding instalment until it is fully credited) or in the last year of the Term the difference will be repaid to the Tenant within fourteen days of the issue of the Service Charge Account

7. GENERAL PROVISIONS

It is agreed and declared as follows:

7.1 Forfeiture

7.1.1 Without prejudice to any other remedies of the Landlord and any rights it may have against the Tenant in respect of any breach of the tenant covenants if any one or more of the events listed in clause 7.1.2 below occurs the Landlord may re-enter the Premises or any part of it in the name of the whole (even if any previous right of re-entry has been waived) and the Term will cease

7.1.2 The events referred to in clause 7.1.1 are as follows:

(a) the Rents or any part of them being in arrears for twenty-one days after becoming due (whether formally demanded or not)

(b) there being any material breach of any of the tenant covenants in this Lease

(c) an Insolvency Event

7.2 Conditions as to entry upon the Premises

If the Landlord or any other authorised person shall desire to exercise any right of entry on to or over the Premises:

7.2.1 any person so entering shall carry out such inspection or works (as the case may be) as quickly and efficiently as reasonably possible and cause

as little damage destruction and inconvenience as reasonably possible and shall not interfere with the Tenant's security systems

7.2.2 any damage to the Premises and the Landlord's fixtures and fittings or the Tenant's fixtures fittings stock furniture and effects shall be made good forthwith at the Landlord's expense

7.2.3 all persons entering the Premises will comply with the Tenant's security requirements but in any event no entry will be allowed to any vaults safes or communication rooms

7.3 **Tenant's goods left in the Premises**

If the Tenant has not removed all of its property from the Premises within two weeks after the end of the Term:

7.3.1 the Landlord may sell that property as the agent of the Tenant

7.3.2 the Tenant is to indemnify the Landlord against any liability of the Landlord to any third party whose property is sold in the mistaken belief held in good faith that the property belonged to the Tenant

7.3.3 the Landlord is to pay or account to the Tenant on fourteen days' written demand for the sale proceeds after deducting the reasonable and proper costs of transportation storage and sale reasonably incurred by the Landlord and

7.3.4 the Tenant is to indemnify the Landlord against any damage caused to the Premises and any liability to third parties caused by or related to the presence of the Tenant's property in the Premises

7.4 **Notices**

7.4.1 Any notice under this Lease is:

(a) to be made in writing

(b) to be addressed to the party on whom it is served:

(i) in the case of the Tenant at the Premises the registered office of the Tenant or where the Tenant is an individual at the last known address of the Tenant

(ii) in the case of the Landlord or any Guarantor at the registered office of that person or where that person is an individual at the last known address of that person

(c) to be delivered by hand recorded (signed for) or special delivery and

(d) not to be served by e-mail or other forms of electronic communication

save that whilst the Tenant is National Westminster Bank Plc or any Group Company thereof all notices shall be served on the Tenant at its registered office and on Director of Property The Royal Bank of Scotland Group plc Drummond House PO Box 1727 1 Redheughs Avenue Edinburgh EH12 9JN or such other address as is notified to the Landlord in writing from time to time

7.4.2 Unless the time of actual receipt is proved a notice sent by hand is to be treated as having been received at the time of delivery or if sent by post on the date of delivery as evidenced by the records of the Post Office

7.4.3 If a notice is received after 4.00pm on a Working Day or on a day which is not a Working Day it is to be treated as having been received on the next Working Day

7.5 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Lease will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

7.6 **The 1995 Act**

This Lease is a new tenancy for the purposes of Section 1 of the 1995 Act

7.7 **Jurisdiction**

This Lease shall be governed by and construed in accordance with the laws of England and Wales and both parties submit to the jurisdiction of the English courts

8. OPTION TO DETERMINE

8.1 Subject to complying with the provisions of clause 3 of the Break Pool Agreement the Tenant may terminate this Lease on 11 December 2016 (the **Break Date**) by serving written notice on the Landlord not less than six months prior to the Break Date and this Lease will then end on the Break Date provided the Tenant has paid on or before the Break Date the Principal Rent due to have been paid on or before the Break Date (the amount payable for the quarter within which the Break Date falls being an apportioned amount up to and including the Break Date)

8.2 If the Tenant shall have paid the Rents or any part thereof for any period after the Break Date then (subject to the Landlord deducting from such sums any amounts that remain properly due to the Landlord pursuant to the terms of this Lease) the Landlord shall repay to the Tenant within 14 days of the Break Date the proportion of the Rents applicable to the period after the Break Date

8.3 Termination of this Lease pursuant to this clause 8 will be without prejudice to any right or remedy of the Landlord or the Tenant in respect of any antecedent breach of the covenants or conditions on the part of the other in this Lease including any covenants expressed to be complied with before the end of the Contractual Term

THIS LEASE is executed as a deed and is delivered on the date set out at the head of this Lease

SCHEDULE 1

Part I

Description of the Premises

1.1 Areas included in the Premises

The Premises include:

1.1.1 the whole of any non-structural or non-load bearing walls and columns wholly within the Premises

1.1.2 the inner half severed vertically of any non-structural or non-load bearing walls and columns dividing the Premises from any other parts of the Building

1.1.3 the internal plaster and other non-structural finishes of any structural or load bearing walls and columns wholly within the Premises or dividing the Premises from any other parts of the Building

1.1.4 floor finishes including any finishes to the raised floors

1.1.5 any raised floor systems

1.1.6 the air space between any raised floor systems and the floor slab immediately below the Premises

1.1.7 any suspended ceiling systems including the ceiling tiles light fittings and light sensors but excluding any Excluded Plant therein

1.1.8 the air space between any suspended ceiling system and the floor slab immediately above the Premises

1.1.9 all window frames window furniture and the glass in the windows but excluding the external decorative finishes of any windows on the external walls of the Building or dividing the Premises from the Common Parts and also excluding any glass walls windows or partitions separating the Premises from the atrium of the Building

1.1.10 all doors door frames and door furniture but excluding the external decorative finishes of any that divide the Premises from the Common Parts

1.1.11 all Service Media and Landlord's fixtures which exclusively serve and are situated within the Premises at any time during the Term

1.1.12 all alterations additions and improvements to the Premises made during the Term except to the extent that they comprise tenant's and trade fixtures

1.2 **Parts excluded from the Premises**

The Premises exclude:

1.2.1 the structural walls and columns wholly within or dividing the Premises from the remainder of the Building

1.2.2 the floor slabs immediately above and below the Premises

1.2.3 all tenant's and trade fixtures within or attached to the Premises at the date hereof or at any time during the Term and

1.2.4 all Excluded Plant

1.3 Party Structures

All non-load bearing walls dividing the Premises from other parts of the Building are to be regarded as party walls for all the purposes of the legislation governing the rights of the parties in respect of these walls

Part II

Rights enjoyed with demise

1.4 The right to support shelter and protection for the Premises from the remainder of the Building

1.5 The right to use external areas of the Common Parts for the purposes of vehicular and pedestrian access to and egress from the interior of the Building

1.6 The right to park private cars or motorbikes belonging to the Tenant its employees and visitors on that part of the Building comprising parking spaces at the date of this Lease (the relevant spaces to be determined in the absence of agreement between the parties by the Landlord acting reasonably having regard to prior usage patterns) or on such other part of the Building as the Landlord shall reasonably designate in writing from time to time

1.7 The right to use for the purpose of keeping bicycles belonging to the Tenant its employees and visitors that part of the Building as is used for that purpose at the date of this Lease or such other part of the Building as the Landlord shall reasonably designate in writing from time to time

1.8 The right to use for the purposes of loading and unloading goods materials and bullion such parts of the Building as are used for that purpose at the date of this Lease or such other parts of the Building as the Landlord shall reasonably designate in writing from time to time having regard to the Tenant's reasonable security requirements

1.9 The right to use any compactor and bins in the Common Parts

1.10 The right to use the hallways corridors stairways lifts and landings of the Common Parts for the purposes of access to and egress from the Premises

1.11 The right to use all emergency escape routes in the Building in the case of fire or other emergency and for practice sessions

1.12 The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Premises which are in existence at the Term Commencement Date or are installed during the period of 80 years from the Term Commencement Date

1.13 The right to display the name and logo of the Tenant (and any authorised undertenant or other occupier) on a sign or noticeboard provided by the Landlord in the entrance hall of the Building and on the Common Parts at the entrance to the Premises in each

case in a form and manner approved by the Landlord whose approval shall not be unreasonably withheld or delayed Provided That for so long as National Westminster Bank Plc or any Group Company thereof is the Tenant no Landlord's approval shall be required for such signs which are in the Tenant's usual corporate style and colours

1.14 The right to retain such signage as may already be displayed by the Tenant or a Group Company of the Tenant on or in the Building prior to the grant of this Lease (the **Existing Signage**) and from time to time replace the Existing Signage with equivalent signage without the Landlord's consent

1.15 The right (with the prior written consent of the Landlord whose consent is not to be unreasonably withheld or delayed) to place on the exterior of the Premises non-moving signs specifying the name of the Tenant or any permitted undertenant or occupier and the business carried on at the Premises Provided That for so long as National Westminster Bank Plc or any Group Company thereof is the Tenant no Landlord's consent shall be required for such signs which are in the Tenant's usual corporate style and colours

1.16 The right to install retain maintain renew and connect to cabling in the service risers and ducts of the Building for equipment that the Tenant might require from time to time together with a right of access on reasonable prior notice to areas outside the Premises for this purpose subject to there being sufficient available space in such risers and ducts

1.17 The right to retain maintain renew and connect to cabling in the service risers and ducts of the Building installed by the Tenant or a Group Company of the Tenant prior to the Term Commencement Date together with a right of access on reasonable prior notice to areas outside the Premises for this purpose

1.18 The right (with the prior written consent of the Landlord whose consent shall not be unreasonably withheld or delayed) to install maintain repair inspect renew and connect to and use such aerials micro cellular equipment satellite dishes and condenser units and other air conditioning equipment and/or other plant and equipment exclusively serving the Premises on the roof of the Building as may be required by the Tenant in

connection with its use and enjoyment of the Premises (the **Tenant's Roof Installations**) subject to:

1.18.1 the Tenant obtaining all Necessary Consents

1.18.2 the Tenant's Roof Installations not damaging the roof coverings and not overloading the structure of the Building and

1.18.3 there being sufficient roof space available for the Tenant's Roof Installations

together with such rights of access to the Tenant's Roof Installations (through such parts of the Building as may be reasonably designated from time to time by the Landlord) as may be necessary to install maintain inspect renew repair or connect to the Tenant's Roof Installations from time to time

1.19 The right to retain renew and connect to and use such Tenant's Roof Installations as may have been installed by the Tenant or a Group Company of the Tenant prior to the date of this Lease together with such rights of access to them (through such parts of the Building as may be reasonably designated from time to time by the Landlord) as may be necessary to maintain inspect or repair such Tenant's Roof Installations

1.20 The right to enter the Common Parts or (subject to the provisions of any leases granted thereof) any other Lettable Areas so far as is reasonably necessary to carry out any works to the Premises required or permitted by this Lease or exercise the rights granted by this Lease or for any other reasonable purpose connected with the Tenant's use of the Premises:

1.20.1 at reasonable times and (save in emergency) upon reasonable notice

1.20.2 causing as little damage and inconvenience as reasonably possible

1.20.3 forthwith making good any physical damage thereby caused and

1.20.4 complying with the security requirements (if any) of the occupier(s) of the Lettable Areas

Part III

Exceptions and Reservations

1.21 The right to support shelter and protection for the remainder of the Building from the Premises

1.22 The right to enter the Premises (subject always to the provisions of clause 7.2 and only where such works cannot reasonably be carried out without such entry) at reasonable times and (save in emergency) upon reasonable notice:

1.22.1 to repair maintain or replace any Service Media

1.22.2 to carry out any works to any other Lettable Area or the Common Parts

1.22.3 in connection with any of the Services

1.22.4 to view and examine the state and condition of the Premises

1.22.5 to take schedules and inventories of the Landlord's fixtures and fittings

1.22.6 for any other reasonable purpose connected with this Lease or with the Landlord's interest in the Building or

1.22.7 to the extent reasonably necessary to access any Plant and Machinery

SCHEDULE 2

Rent review

1. Definitions

1.1 In this Schedule the following words and expressions shall have the following meanings unless the context requires otherwise:

1.1.1 **agree or agreed**: means agree or agreed in writing between the Landlord and the Tenant

1.1.2 **Assumptions:** means the following assumptions (if not facts) at the relevant Review Date:

(a) that all the tenant covenants in this Lease have been complied with

(b) that the Premises are fit for occupation and use

(c) that if the Premises or the Building or any part of them have been destroyed or damaged or become inaccessible they have been completely rebuilt and reinstated or rendered accessible

(d) that (for the second and all subsequent Review Dates only) all the landlord covenants in this Lease have been complied with except in respect of any material breach which the Landlord has failed to rectify within a reasonable time and

(e) that if the Premises are actually occupied at the relevant Review Date the Necessary Consents for the use to which the Premises are then being put have been obtained

1.1.3 **Disregarded Matters:** means:

(a) any effect on rent of any goodwill attached to the Premises by reason of the carrying on at the Premises by the Tenant or any undertenant or lawful occupiers or any predecessors in title of any business

(b) any effect on rent of the fact that the Tenant or any undertenant or lawful occupiers or any predecessors in title have been in occupation of the Premises or any adjoining or nearby premises

(c) any effect on rent of any alterations to the Premises made by the Tenant or any undertenant or any predecessors in title after the date of this Lease at the sole expense of the Tenant or any undertenant or any predecessors in title and (where necessary) with the prior written consent of the Landlord under this Lease

(d) any effect on rent of any tenant's and trade fixtures in the Premises

(e) any effect on rent of any works or alterations to the Premises which reduce their rental value

(f) any effect on rent of any rent free period or other concession or inducement which would or might be given to an incoming tenant in the open market on the grant of a lease of the Premises at the relevant Review Date for fitting out purposes only and

(g) any effect on rent of the Tenant's option to determine pursuant to clause 8 of this Lease

(h) any effect on rent pursuant to clause 3.2.1 of this Lease

1.1.4 **Open Market Rent:** means the yearly rent at which the Premises might reasonably be expected to be let on a single letting as a whole by a willing landlord to a willing tenant without any premium or other consideration in the open market at the relevant Review Date for a term commencing on the relevant Review Date and of a length equal to the residue of the Contractual Term unexpired at the relevant Review Date or 10 years (whichever is longer) with vacant possession and otherwise upon the terms of this Lease (other than the amount of the Principal Rent but including the provisions for review of the Principal Rent and at five

yearly intervals) making the Assumptions but disregarding the Disregarded Matters

1.1.5 **Review Date:** means the 1 December 2011 and every subsequent fifth anniversary of that date during the Contractual Term

1.1.6 **Review Surveyor:** means a surveyor agreed upon by the Landlord and the Tenant or in default of agreement appointed by the President

2. Rent reviews

The Principal Rent shall be reviewed at each Review Date in accordance with the provisions of this Schedule and from and including each Review Date the Principal Rent shall be the greater of:

2.1 the Principal Rent payable immediately before the relevant Review Date and

2.2 the Open Market Rent on the relevant Review Date as agreed or determined pursuant to this Schedule

3. Agreement or determination of the reviewed rent

The Open Market Rent at any Review Date may be agreed in writing at any time between the Landlord and the Tenant but in the absence of agreement within the period of 6 months prior to the relevant Review Date but not before the commencement of such period either party may (whether before or after the relevant Review Date) by notice in writing to the other require the Open Market Rent to be determined by the Review Surveyor

4. Appointment of Review Surveyor

In default of agreement between the Landlord and the Tenant on the appointment of the Review Surveyor the Review Surveyor shall be appointed by the President on the written application of either party such application to be made not earlier than three months before the relevant Review Date and not later than the next succeeding Review Date Provided That the Landlord may not make such an application to the

President until the Tenant has made an election or is treated as having made an election in accordance with paragraph 5 below

5. Functions of the Review Surveyor

5.1 The Review Surveyor shall act as either an arbitrator or an expert as the Tenant may elect or shall be deemed to have elected as provided for in paragraph 5.2 below

5.2 If the Tenant has not actually exercised its right of election 8 weeks before the relevant Review Date (time being of the essence in respect of this paragraph 5.2) the Landlord may at any time thereafter require the Tenant to do so by giving notice to the Tenant to that effect and if the Tenant has not done so within 28 days of receipt of the notice it shall be treated as having elected for a reference to arbitration

5.3 If the Review Surveyor refuses to act or is incapable of acting or dies or fails to give notice of his determination within the required period then either the Landlord or the Tenant may apply to the President to discharge the Review Surveyor and paragraph 4 will then apply in relation to the appointment of a replacement

5.4 The fees and expenses of the Review Surveyor if acting as an expert including the fee payable for his nomination shall be in the award of the Review Surveyor but failing such award the same shall be payable by the Landlord and Tenant in equal shares who shall each bear their own costs fees and expenses

6. Interim payments pending determination

If by the relevant Review Date the Principal Rent payable from that Review Date has not been agreed or determined the Tenant shall continue to pay the Principal Rent at the rate previously payable and on the Quarter Day next after the reviewed rent has been agreed or determined the Tenant shall pay to the Landlord:

6.1 the shortfall (if any) between the amount the Tenant has paid for the period from the relevant Review Date until the Quarter Day following the date of agreement or determination of the revised Principal Rent and the amount that would have been payable had the reviewed Principal Rent been agreed or determined on or before the Relevant Review Date and

6.2 interest at 3% below the Interest Rate on that shortfall calculated on a daily basis by reference to the Quarter Days on which parts of the shortfall would have been payable if the reviewed Principal Rent had been agreed or determined on or before the relevant Review Date and the date payment is received by the Landlord

7. Rent Restriction

If at the relevant Review Date there is any Rent Restriction then upon the ending removal or modification of the Rent Restriction the Landlord may (but only once during any period between two Review Dates) give to the Tenant notice requiring an additional rent review upon the day of the ending or modification of the Rent Restriction which day shall for the purposes of this Schedule be a Review Date

8. Memoranda

Memoranda of the Principal Rent agreed or determined from time to time in accordance with this Schedule shall be signed by and on behalf of the Tenant and the Landlord respectively and exchanged between them but the failure to complete such memoranda shall not affect the efficacy of the review of the Principal Rent

9. Time not of the essence

Time shall not be (save where expressly stated to be otherwise) of the essence in respect of any provisions of this Schedule

SCHEDULE 3

Documents containing Third Party Rights

1. Documents contained or referred to in the Land Registry Title of which the Landlord is the registered proprietor (or of which the Landlord is entitled to be registered as proprietor) as at the date hereof except any that are or relate to charges granted by the Landlord securing the payment of money

2. Agreement dated 1 December 1998 relating to the installation of Telecom Securicor Cellular Radio Limited Microcellular Equipment made between (1) National Westminister Bank Plc and (2) Telecom Securicor Cellular Radio Limited

SCHEDULE 4

Authorised guarantee agreement

PARTICULARS

DATE:		200[ ]
1.	**Landlord:**	[ ] (company registration number [ ]) whose registered office is at [ ]
2.	**Tenant:**	[ ] (company registration number [ ]) whose registered office is at [ ]
3.	**[Tenant's Guarantor]**	[ ] (company registration number [ ]) whose registered office is at [ ]
4.	**Assignee:**	[ ] (company registration number [ ]) whose registered office is at [ ]
5.	**Lease:**	the lease of the Premises dated [ ] and made between (1) [ ] (2) [ ] [and (3) etc] and all documents supplemental or collateral to that lease whether or not they are expressly stated to be so
6.	**Premises:**	the leasehold property known as [ ] demised by the Lease

AUTHORISED GUARANTEE AGREEMENT

THIS DEED is made on the date and between the parties specified in the Particulars

RECITALS

A. The Landlord is entitled to the immediate reversion to the Lease

B. The residue of the Lease is vested in the Tenant

C. The Tenant wishes to assign the Lease to the Assignee

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 In this Deed unless the context requires otherwise the words defined in the Particulars will have the meanings specified in the Particulars and the following words and expressions will have the following meanings:

1.1.1 **1995 Act:** the Landlord and Tenant (Covenants) Act 1995

1.1.2 **Particulars:** the section at the beginning of this Deed headed Particulars

1.1.3 **Relevant Period:** the period from and including the date the Assignee becomes bound by the tenant covenants of the Lease until the Assignee is released from them by virtue of the 1995 Act

1.2 In this Deed unless the context requires otherwise:

1.2.1 references to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease

1.2.2 the expression **tenant covenants** has the meaning given to it by section 28(1) of the 1995 Act

1.2.3 references to persons include firms companies and bodies corporate and vice versa

1.2.4 every covenant by a party comprising more than one person will be deemed to be made by those persons jointly and severally

1.2.5 any reference to a clause is a reference to a clause of this Deed

1.2.6 the headings in this Deed will not affect its interpretation

2. Tenant's guarantee and indemnity

Throughout the Relevant Period the Tenant:

2.1 guarantees to the Landlord that the Assignee will pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or fails to observe or perform any of those tenant covenants the Tenant will pay or observe and perform them and

2.2 covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Assignee to pay any of the rents reserved by the Lease or any failure to observe or perform any of the tenant covenants of the Lease

3. Tenant to take a new lease

3.1 If during the Relevant Period the Lease is disclaimed and within six months after the date of the disclaimer the Landlord gives the Tenant written notice requiring it to do so the Tenant will [subject to the steps mentioned in clause 3.2 having been taken] enter into a new lease of the Premises on the terms set out in clause [3.3]

3.2 Before the new lease is entered into the Landlord will serve a notice on the Tenant as required by section 38(A)(3)(a) of the Landlord and Tenant Act 1954 in relation to the tenancy created by the new lease and the Tenant will make a declaration in accordance with the requirements of section 38(A)(3)(b) of the Landlord and Tenant Act 1954

3.3 The new lease will be granted for a term commencing on the date of the disclaimer and expiring on the same date as the term granted by the Lease had there been no disclaimer at the same rents and otherwise on the same terms as the Lease

3.4 The Tenant will within ten working days of receiving a counterpart of the new lease prepared by the Landlord execute and return it to the Landlord for completion

4. Tenant's liability

4.1 The Tenant agrees that the Landlord in the enforcement of its rights under this Deed for unpaid rents or breach of any tenant covenants may proceed against the Tenant as if the Tenant were the sole or principal debtor in respect thereof

4.2 Notwithstanding the termination of the Relevant Period the Tenant will remain liable under this Deed in respect of any liabilities which may have accrued prior to such termination

4.3 The Tenant will be liable for all costs and expenses incurred by the Landlord in enforcing the Tenant's obligations under this Deed

4.4 The liability of the Tenant will not be affected by:

4.4.1 any time or indulgence granted by the Landlord to the Assignee or to any other person or

4.4.2 any neglect delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them or

4.4.3 any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises or

4.4.4 the Landlord exercising any right or remedy against the Assignee or any other person for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease or

4.4.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect payments of the rents reserved by the Lease and the due observance and

performance of the tenant covenants of the Lease or the Landlord releasing any such security or

4.4.6 any surrender of part of the Premises (in which event the liability of the Tenant under this Deed will continue in respect of the part of the Premises not so surrendered after making any necessary apportionment under section 140 of the Law of Property Act 1925) or

4.4.7 a release or compromise of the liability of any one of the persons who is the Assignee or the grant of any time or concession to any one of them or

4.4.8 (without prejudice to clause 3) the disclaimer of the liability of the Assignee under the Lease or

4.4.9 any other deed act omission failure or thing which but for this provision would or might operate to offer any legal or equitable defence for or impair or discharge the Tenant's obligations under this clause 4

except an express release of the Tenant given by deed by the Landlord

4.5 Any sum payable by the Tenant under this Deed will be paid without any deduction set-off or counterclaim against the Landlord

5. Non-competition by Tenant

Until all the liabilities and obligations of the Assignee under the Lease have been fully discharged and performed the Tenant:

5.1 will pay to the Landlord the proceeds of all distributions it may receive from any liquidator trustee in bankruptcy or other person administering the assets of the Assignee and the proceeds of all judgments it may receive from the Assignee

5.2 will not exercise any right or remedy against the Assignee in respect of any amount paid or any liability incurred by the Tenant in discharging or performing its obligations contained in this Deed

5.3 will not be entitled to participate in any security held by the Landlord in respect of the Assignee's obligations under the Lease or to stand in the place of the Landlord in respect of any such security

5.4 will hold for the benefit of the Landlord all security and rights the Tenant may have over assets of the Assignee

6. [Tenant's Guarantor's Guarantee and indemnity

Throughout the Relevant Period the Tenant's Guarantor:

6.1 guarantees to the Landlord that the Tenant will observe and perform all the covenants on the part of the Tenant contained in this Deed and that if the Tenant fails to observe and perform any of those covenants and conditions the Tenant's Guarantor will observe and perform them and

6.2 covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against all losses sustained by the Landlord as a result of all breaches by the Tenant of the covenants on the part of the Tenant contained in this Deed]

7. [Tenant's Guarantor to stand as surety to new lease

7.1 If during the Relevant Period the Lease is disclaimed and the Tenant enters into a new lease of the Premises on the terms set out in clause 3 of this Deed the Tenant's Guarantor will enter into such new lease as guarantor in the terms of clauses 6 and 8 (mutatis mutandis) if required by the Landlord

7.2 Before the new lease is entered into the Landlord will serve notice on the Guarantor as required by section 38(A)(3)(a) of the Landlord and Tenant Act 1954 in relation to the tenancy created by the new lease and the Guarantor will make a declaration in accordance with the requirements of section 38(A)(3)(b) of the Landlord and Tenant Act 1954]

8. [Tenant's Guarantor's liability

8.1 The Tenant's Guarantor agrees that the Landlord in the enforcement of its rights under this Deed for unpaid rents or breach of any tenant covenants may proceed against the Tenant's Guarantor as if the Tenant's Guarantor were the sole or principal debtor in respect thereof

8.2 Notwithstanding the termination of the Relevant Period the Tenant's Guarantor will remain liable under this Deed in respect of any liabilities which may have accrued prior to such termination

8.3 The Tenant's Guarantor will be liable for all costs and expenses incurred by the Landlord in enforcing the Tenant's Guarantor's obligations under this Deed

8.4 The liability of the Tenant's Guarantor will not be affected by:

8.4.1 any time or indulgence granted by the Landlord to the Assignee the Tenant or to any other person or

8.4.2 any neglect delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them or enforcing the covenants on the part of the Tenant contained in this Deed or

8.4.3 any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises or

8.4.4 the Landlord exercising any right or remedy against the Assignee the Tenant or any other person for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease or to observe or perform the covenants on the part of the Tenant contained in this Deed or

8.4.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of payments of the rents reserved by the Lease and the due observance and performance of the tenant covenants of the Lease and/or the covenants on the part of the Tenant contained in this Deed or the Landlord releasing any such security or

8.4.6 any surrender of part of the Premises (in which event the liability of the Tenant's Guarantor under this Deed will continue in respect of the part of the Premises not so surrendered after making any necessary apportionment under section 140 of the Law of Property Act 1925) or

8.4.7 a release or compromise of the liability of any one of the persons who is the Assignee or the Tenant or the grant of any time or concession to any one of them or

8.4.8 (without prejudice to clause 7) the disclaimer of the Lease or

8.4.9 any other deed act omission failure or thing which but for this provision would or might operate to offer any legal or equitable defence for or impair or discharge the Tenant's Guarantor's obligations under this clause 8

except an express release of the Tenant's Guarantor given by deed by the Landlord

8.5 Any sum payable by the Tenant's Guarantor under this Deed will be paid without any deduction set-off or counterclaim against the Landlord]

THIS DEED is executed as a deed and is delivered and takes effect on the date specified in the Particulars

SCHEDULE 5

Guarantor's covenant

1. Definitions

In this Schedule the following words and expressions will have the following meanings:

1.1 **Lease:** the lease of the Premises dated [ ] and made between (1) [ ] (2) [ ] [and (3) [ ]] and all documents supplemental or collateral to that lease whether or not they are expressly stated to be so

1.2 **Premises:** the leasehold property known as [ ] demised by the Lease

1.3 **Relevant Period:** the period from and including the date the Tenant becomes bound by the tenant covenants of the Lease until the Tenant is released from them by virtue of the 1995 Act

1.4 **the Tenant:** [ ] only and not any successor in title

2. Guarantor's guarantee and indemnity

Throughout the Relevant Period the Guarantor:

2.1 guarantees to the Landlord that the Tenant will observe and perform all the covenants on the part of the Tenant contained in the Lease and that if the Tenant fails to observe and perform any of those covenants and conditions the Guarantor will observe and perform them and

2.2 covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against all losses sustained by the Landlord as a result of all breaches by the Tenant of the covenants on the part of the Tenant contained in the Lease

3. Guarantor to take a new lease

3.1 If during the Relevant Period the Lease is disclaimed and within six months after the date of disclaimer the Landlord gives the Guarantor written notice requiring it to do so the Guarantor will [subject to the steps mentioned in clause 3.2 having been taken] enter into a new lease of the Premises on the terms set out in clause [3.3]

3.2 Before the new lease is entered into the Landlord will serve a notice on the Guarantor as required by section 38(A)(3)(a) of the Landlord and Tenant Act 1954 in relation to the tenancy created by the new lease and the Guarantor will make a declaration in accordance with the requirements of section 38(A)(3)(b) of the Landlord and Tenant Act 1954

3.3 The new lease will be granted for a term commencing on the date of the disclaimer and expiring on the same date as the term granted by the Lease had there been no disclaimer at the same rents and otherwise on the same terms as the Lease

3.4 The Guarantor will within ten working days of receiving a counterpart of the new lease prepared by the Landlord execute it and return it to the Landlord for completion

4. Guarantor's liability

4.1 The Guarantor agrees that the Landlord in the enforcement of its rights under the Lease for unpaid rents or breach of any tenant covenants may proceed against the Guarantor as if the Guarantor were the sole or principal debtor in respect thereof

4.2 Notwithstanding the termination of the Relevant Period the Guarantor will remain liable in respect of any liabilities which may have accrued prior to such termination

4.3 The Guarantor will be liable for all costs and expenses incurred by the Landlord in enforcing the Guarantor's obligations

4.4 The liability of the Guarantor will not be affected by:

4.4.1 any time or indulgence granted by the Landlord to the Tenant or to any other person or

4.4.2 any neglect delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them

4.4.3 any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises or

4.4.4 the Landlord exercising any right or remedy against the Tenant or any other person for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease

4.4.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of payments of the rents reserved by the Lease and the due observance and performance of the tenant covenants of the Lease or the Landlord releasing any such security or

4.4.6 any surrender of part of the Premises (in which event the liability of the Guarantor will continue in respect of the part of the Premises not so surrendered after making any necessary apportionment under section 140 of the Law of Property Act 1925) or

4.4.7 a release or compromise of the liability of any one of the persons who is the Tenant or the grant of any time or concession to any one of them or

4.4.8 (without prejudice to paragraph 3) the disclaimer of the Lease or

4.4.9 any other deed act omission failure or thing which but for this provision would or might operate to offer any legal or equitable defence for or impair or discharge the Guarantor's obligations under this paragraph 4

except an express release of the Guarantor given by deed by the Landlord

4.5 Any sum payable by the Guarantor will be paid without any deduction set-off or counterclaim against the Landlord

[**On Original**]

EXECUTED as a **DEED** by)
Enduring Enterprises Limited)
acting by two directors or a director)
and its secretary:)

Director

Director/Secretary

[**On Counterpart**]

EXECUTED as a **DEED**)
for and on behalf of)
[RBS/NatWest])
by)
a duly authorised attorney in the presence of:)

Witness: Signature .....

Name .....

Address .....

.....

.....

.....

EXECUTED as a **DEED**)
for and on behalf of)
National Westminster Bank Plc)
by Robert Nicholas Taylor)
a duly authorised attorney in the presence of:)

Witness: Signature .....

Name .....Joanna Morrow.....

Address .....6e St Andrew St.....

.....London.....

.....EC4A 3LX.....

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