

DATED

5th May

2026

AGREEMENT

PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 (AS AMENDED)

SUFFOLK COUNTY COUNCIL (1)

AND

MID SUFFOLK DISTRICT COUNCIL (2)

AND

LANSBURY DEVELOPMENTS LIMITED (3)

AND

DUNCAN MICHAEL ERIC HAYDON (4)

AND

LOCATION 3 PROPERTIES LIMITED (5)

- RELATING TO -

LAND AT TOMO ROAD AND GUN COTTON WAY,
STOWMARKET
(PLANNING REFERENCE: DC/23/05517)

THIS DEED is made this 5th day of May 2026 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

BY

- (1) **SUFFOLK COUNTY COUNCIL** (the "County Council") of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX;
- (2) **MID SUFFOLK DISTRICT COUNCIL** (the "District Council") of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX;
- (3) **LANSBURY DEVELOPMENTS LIMITED** (Company No: 9317653) of Prospect House, Elm Farm Park, Great Green, Thurston, Bury St Edmunds, Suffolk IP31 3SH (the "Owners");
- (4) **DUNCAN MICHAEL ERIC HAYDON** (the "Chargee") of Peatlings, Westgate Street, Bury St Edmunds, IP33 1QR; and
- (5) **LOCATION 3 PROPERTIES LIMITED** (Company No: 02915428) of 42 Lytton Road, Barnet, EN5 5BY. (the "Applicant")

RECITALS

- A. The District Council is the local planning authority for the area within which the Land is situated.
- B. The County Council is the highways authority and is also a local planning authority for the area within which the Land is situated.
- C. The Owners are freehold owners of the Land and is registered at the Land Registry with freehold title absolute under Title Numbers SK362141 and SK371576.
- D. On 29 November 2023, the Applicant submitted the Application for the Development to the District Council with the consent and approval of the Owners.
- E. The Applicant has entered into a conditional agreement to purchase the Land from the Owners.
- F. On 9 April 2025, the District Council decided to delegate the decision to the Acting Director of Planning to negotiate amendments and also subject to prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- G. The Owners agree that the Land should be bound by this Deed in the event that Planning Permission is granted.
- H. The District Council and the County Council consider and the Owners acknowledge that the Development should not take place until certain restrictions regulating the use of the Land are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

OPERATIVE CLAUSES

1. DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Act" means the Town and Country Planning Act 1990 (as amended);

"Application" means the planning application validated on 29th November 2023 under reference DC/23/05517 submitted to the District Council on behalf of the Owners ;

"Commencement of Development" means the carrying out of any 'material operation' as defined by Section 56 of the Act pursuant to the Planning Permission PROVIDED THAT for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations or works of or connected with or ancillary to archaeological investigation, the assessment and remediation of contamination, demolition, site clearance, site preparatory works and the diversion and laying of services and the terms "Commence" and "Commenced" shall be construed accordingly;

"Completion of the Development" means the date that the Development is practically complete and first open for its intended use;

"Development" means construction of three (3) no retail units to be arranged in a single terrace (Use Class E) with associated car parking, access, landscaping and servicing arrangements pursuant to the Application;

"EV Bike Scheme Contribution" means the sum of £45,000 (Forty-Five Thousand Pounds) Indexed such sum to be changed in accordance with such changes in the Index from the Index Date until the date of payment of the same payable to support the District Council's implementation of an electric cycle hire scheme;

"EV Bike Scheme Lease" means a lease of the EV bike stand shown on the drawing ref N1146 – ~~DC[0]08~~ annexed as Appendix 3 for a period of 5 years at a peppercorn rent in the form of the draft annexed as Appendix 2;

"Expiry Date" means the date five years from Completion of the Development;

"Index" means the Consumer Prices Index published by the Office for National Statistics from time to time or any successor organisation or if that index shall cease to be published or is otherwise unavailable such alternative basis of indexation as may be reasonably agreed between the Parties;

"Index Date" means the most recently published Index prior to the date hereof;

"Land" means the land at Tomo Road and Gun Cotton Way, Stowmarket, shown edged Red on the plan annexed hereto and is registered at the Land Registry as part of the Title Numbers SK362141 and SK371576;

"**Occupation**" means the occupation of any Unit by a tenant or other occupier but not occupation for the purpose of construction, fitting out, security or repair and the terms "Occupy", "Occupation" and "Occupied" shall be construed accordingly;

"**Planning Permission**" means a planning permission for the Development granted either by the District Council pursuant to the Application or on appeal by the Secretary of State for Housing, Communities and Local Government;

"**Site Plan**" the plan shown on the drawing ref N1146 – PL[0]01 attached to Annex 1 of this Deed;

"**TRO**" means a Traffic Regulation Order and associated physical works for parking restrictions on the highway in the vicinity of the Development;

"**TRO Cash Deposit** means the sum of £17,500 (Seventeen Thousand Five Hundred Pounds) indexed inclusive of any VAT such sum to be changed in accordance with such changes in the Index from the Index Date until the date of payment of the same;

"**Travel Plan Evaluation and Monitoring Fee**" means the sum of £6,000 (six thousand pounds) representing the sum of £1,200 (One Thousand Two Hundred Pounds) per annum for 5 years paid to the County Council each year on the anniversary date of the first payment on which the first Unit is occupied;

"**Unit**" means the individual unit forming part of the Development intended or designed for letting;

"**Working Day**" means Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England.

2. **INTERPRETATION**

In this Deed, unless the context otherwise requires:

- 2.1 words importing one gender include all other genders and words denoting natural persons include companies, corporations and partnerships and vice versa;
- 2.2 the singular includes the plural and vice versa;
- 2.3 reference to any statute includes any amendment, modification, extension, consolidation or re-enactment of it from time to time in force;
- 2.4 headings to clauses do not affect the interpretation or construction of this Deed; and
- 2.5 reference to the Owners includes its successors in title and assigns, and reference to the County Council and/of the District Council include any successor bodies.

3. LEGAL EFFECT

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The District Council and the County Council are the local planning authorities by whom the obligation is enforceable as appropriate.

3.3 The provisions of this Deed will not take effect unless and until:

3.3.1 the District Council or Secretary of State for Housing, Communities and Local Government has granted the Planning Permission; and

3.3.2 the Owners have Commenced the Development

save for the provisions of clauses 3.4, 3.5, 3.6, 3.7, 3.8, 4.13 to 4.15, 5 to 13 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

3.4 This Deed is a local land charge and upon completion shall be registered in the Register of Local Land Charges by the District Council as such.

3.5 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires by effluxion of time before Commencement of the Development or is modified (other than by agreement with or at the request of the Owners) this Deed shall immediately determine and be deemed to be void and the District Council will effect cancellation of all entries made in the Register of Local Land Charges.

3.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

3.7 The Owners shall upon parting with the freehold interest in any part of the Land be released from all obligations rights and duties under the terms of this Deed insofar as they relate to such part of the Land (save in respect of liability for any antecedent breach of this Deed) and shall upon parting with the entirety of their respective interests in the Land as a whole be released from all liability whatsoever under the terms of this Deed save insofar as it relates to an antecedent breach of this Deed.

3.8 In so far as any clause or clauses or paragraphs or part thereof in this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions in this Deed.

4. PLANNING OBLIGATIONS

4.1 The Owners shall serve the District Council and County Council within 15 (fifteen) Working Days' of Commencement of Development having occurred, confirmation that Commencement has occurred.

- 4.2 The Owners shall give the District Council and the County Council within 15 (fifteen) Working Days' of Occupation of the first Unit having occurred, confirmation that Occupation has occurred.
- 4.3 The Owner covenants with the Council and the County Council insofar as the same has not been performed by the Applicant to pay to the County Council as applicable on the date on which the first Unit is Occupied the TRO Cash Deposit, to be held in an interest bearing account until it is required.
- 4.4 The Applicant covenants with the District Council and the County Council insofar as the same has not been performed by the Owner to pay to the County Council as applicable on the date on which the first Unit is Occupied the TRO Cash Deposit, to be held in an interest bearing account until it is required.
- 4.5 The County Council covenants to use all the TRO Cash Deposit sums received towards the cost of providing a TRO to include all ancillary legal expenses and officer time should evidence of on street parking on local highways establish it is required and to provide the Owner and the Applicant with such evidence as the Owner or Applicant may reasonably require in order to detail the expenditure of the sums paid by the Owner or Applicant.
- 4.6 The County Council shall repay either the Owner or the Applicant as applicable any amounts of the TRO Cash Deposit that have not been spent or committed plus any accrued interest at the Bank of England Base Rate less 0.02% by the Expiry Date, such payment to be made within 30 Working Days of the Expiry Date.
- 4.7 The Owner covenants with the District Council and the County Council insofar as the same has not been performed by the Applicant to pay to the County Council as applicable prior to the date on which the first Unit is Occupied the Travel Plan Evaluation and Monitoring Fee.
- 4.8 The Applicant covenants with the District Council and the County Council insofar as the same has not been performed by the Owner to pay to the County Council as applicable prior to the date on which the first Unit is Occupied the Travel Plan Evaluation and Monitoring Fee.
- 4.9 The Owner covenants with the District Council and the County Council insofar as the same has not been performed by the Applicant to pay to the District Council as applicable prior to the date on which the first Unit is Occupied the EV Bike Scheme Contribution.
- 4.10 The Applicant covenants with the District Council and the County Council insofar as the same has not been performed by the Owner to pay to the District Council as applicable prior to the date on which the first Unit is Occupied the EV Bike Scheme Contribution.
- 4.11 No later than three (3) months following written confirmation by the District Council that the Applicant has complied with condition number 10 under the Planning Permission and prior to first Occupation of the Land, the Applicant will offer to the District Council and the District Council will accept from the Applicant the EV Bike Scheme Lease, and the Applicant and the District Council will complete the EV Bike Scheme Lease.

- 4.12 The Owner covenants to perform all obligations of the Applicant under clause 4.11 insofar as the Applicant has failed to comply with clause 4.11.
- 4.13 The Applicant covenants to pay the County Council five hundred and nineteen pounds (£519) on or before completion of this Deed towards the costs of reporting on and monitoring the obligations contained in this Deed.
- 4.14 The Applicant covenants to pay the District Council nine hundred pounds (£900) upon demand towards the costs of reporting on and monitoring the obligations contained in this Deed.
- 4.15 The Applicant has paid £750 (seven hundred and fifty pounds) to the District Council and £1,500 (one thousand five hundred pounds) to the County Council which the District Council and County Council acknowledge and prior to the completion of this Deed will pay their proper and reasonable legal costs incurred over and above these sums in the negotiation preparation and execution of this Deed.
- 4.16 The Owners shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owners shall comply with any reasonable requests of the District Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Land or any requests to provide documentation within the Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 4.17 The Owners agree declare and covenant both with the District Council and County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and/or the County Council in respect of breach by the Owners of any obligation contained herein save to the extent that any act or omission of the District Council and/or the County Council its employees or agents has caused or contributed to such expenses or liability.
- 4.18 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the 1990 Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:
- 4.18.1 unless the local planning authority requires otherwise the planning obligations in this Deed shall in addition to binding the Land in respect of the Planning Permission shall also bind the Land in respect of any planning permission granted pursuant to Section 73 of the 1990 Act; and
- 4.18.2 the definitions of "Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the 1990 Act the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause 4.18 shall fetter

the discretion of the District Council in determining any applications under Section 73 of the 1990 Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the 1990 Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the 1990 Act or a modification pursuant to Section 106A of the 1990 Act).

4.19 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as local authorities.

4.20 The Owners covenant and Warrant to the District Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests therein.

5 WAIVER

No waiver (whether expressed or implied) by the District Council the County Council the Applicant or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council County Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

6 CHANGE IN OWNERSHIP

The Owners agree with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Land occurring before all the obligations under this Deed have been discharged such notice to be served within seven (7) Working Days' of such transfer quoting the District Council's reference DC/23/05517 to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan and a copy of the registered title and plan thereto.

7 NOTICES

7.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 7.2

7.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Chief Planning Officer, Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The Owners	At the address specified above

or the address, if this is changed by any of the parties or successor bodies, as notified in writing to the other parties within 28 days or as soon as possible and practicable after the change of address.

8 COMMUNITY INFRASTRUCTURE LEVY

8.1 The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are:

- 8.1.1 necessary to make the Development permitted pursuant to the Application acceptable in planning terms;
- 8.1.2 directly related to the Development permitted pursuant to the Application; and
- 8.1.3 fairly and reasonably related in scale and kind to the Development permitted pursuant to the Application.

9 CHARGEES CONSENT

The Chargee acknowledges that this Deed has been entered into by the Owners with his consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the charge over the Land shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Deed unless he takes possession of the Land in which case he too will be bound by the obligations as if he was a person deriving title from the Owners.

10 INDEXATION

Where any provision of this Deed provides for any sum to be charged in accordance with the Index the following formula shall be used and shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

A is the sum payable under this Deed

B is the original sum calculated as the sum payable

C is the Index for the month two (2) months before the date on which the sum is payable

D is the Index (most recently published) for the month two (2) months before the date of this Deed and

C/D is greater than 1

11 INTEREST

Any sum to be paid to the County Council due but remaining unpaid by the relevant party pursuant to the provisions hereof for more than 14 Working Days shall accrue interest at a rate of four per cent above the Bank of England Base Rate from the date that the relevant payment falls due until the date of actual payment.

12 JURISDICTION

This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.

13 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed to this deed)
in the presence of:)



Authorised Signatory:..... [Redacted]

Name of Authorised Signatory:.... [Redacted]

Position of Authorised Signatory:LAWYER.....

THE COMMON SEAL of)

MID SUFFOLK DISTRICT COUNCIL)
was hereunto affixed to this deed)
in the presence of:



Authorised Signatory: [Redacted]

Name of Authorised Signatory: [Redacted]

Position of Authorised Signatory: [Redacted]

EXECUTED as a DEED) [Redacted]
by LANSBURY DEVELOPMENTS LIMITED)
acting by ~~two directors/ director and secretary~~
a ne in the presence of

Duncan Michael Eric Haydon

Director
Full name of Director:

~~Director/Secretary~~
Full name of Director/Secretary

Executed as a DEED) [Redacted]
by DUNCAN MICHAEL ERIC HAYDON)
in the presence of:

[Redacted]

Signature of witness:

Full Name of witness: [Redacted]

Address: [Redacted]

Occupation: *COMMERCIAL DIRECTOR*

EXECUTED as a DEED)

by LOCATION 3 PROPERTIES LIMITED)
acting by two directors/ director and secretary)



Director

Full name of Director: COLIN DAVID THACKER



Director/Secretary

Full name of Director/Secretary: RICHARD MOON

APPENDIX 1

SITE PLAN

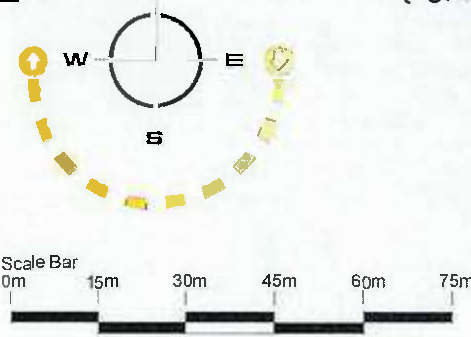
Copyright of this drawing is vested in the Architect and it must not be copied or reproduced without consent. Figured dimensions only are to be taken from this drawing. All contractors must visit the site and be responsible for taking and checking all dimensions relative to their work. HJAM Ltd are to be advised of any variation between drawings and site conditions. DO NOT SCALE OFF THIS DRAWING..... IF IN DOUBT ASK

Rev. Drawn Comments Date

Future Development Site
0.705 Hectares or 1.742 Acres (Approx)

Note:-
Approximate overall combined site area
3.197 Hectares or 7.899 Acres

Proposed Development Site
2.492 Hectares or 6.157 Acres (Approx)



Location plan
scale: 1:1250@A3

hulmeupright
architects
Queens Gardens Business Centre
31a Ironmarket
Nowcastle under Lyme
Staffordshire
ST5 1RP
Tel: 01782 621949
Email: stolye@hu-arch.co.uk
www.hulmeupright.co.uk
Client
Location 3 Properties Limited

Project
Proposed retail development,
Land off Gun Cotton Way,
Stowmarket, Suffolk, IP14

Title
Location Plan

Status
PLANNING

Date APRIL 2022 Drawn NJH

Scale @A3 1:1250 Checked

Project No Drawing No.
N1146 - PL[0]01 Rev

APPENDIX2
EV BIKE SCHEME LEASE

Lease

Dated

20[]

[

]

MID SUFFOLK DISTRICT COUNCIL

Relating to the electrical bike charging facility at Stowmarket Retail Park, Gun Cotton
Way, Stowmarket, IP14 5XE

Prescribed clauses under Schedule 1A of the Land Registration Rules 2003

LR1. Date of lease	[**]
LR2. Title number(s)	LR2.1 Landlord's title number [**]' LR2.2 Other title numbers [**]/[None]
LR3. Parties to this lease	Landlord: [](Company Number) whose registered office is at [] Tenant: Mid Suffolk Council of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The Property as defined in clause 1.1
LR5. Prescribed statements etc.	LR5.1 Not applicable LR5.2 Not applicable
LR6. Term for which the Property is leased	The term as specified in the definition of Contractual Term in the Lease Particulars
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease

¹OC note: Please confirm.

	None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	Contained in clause Error! Reference source not found.
LR11. Easements	<p><i>LR11.1 Easements granted by this lease for the benefit of the Property</i></p> <p>Contained in Schedule 1</p> <p><i>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</i></p> <p>Contained in Schedule 2</p>
LR12. Estate rent charge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

Lease particulars

Landlord: []

Company Number: []

Registered Office: []

Tenant: Mid Suffolk District Council

Registered Office: Endeavour House, 8 Russell Road Ipswich IP1 2BX

Property: the land and building shown coloured red on the Plan

Contractual Term: 5 years starting on the Term Start Date

Estate the area shown blue on the Plan and including the Property

Term Start Date: []

Initial Rent: One peppercorn if demanded

Rent Commencement Date: the Term Start Date

the Permitted Use: means the installation of a solar powered electric bicycle charging facility that will store and charge two electrical bikes at a time for members of the public to hire on a first come first serve basis and its use as such thereafter

This Lease is made on the date stated and between the parties specified in the Prescribed Clauses.

It is agreed as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Lease, unless the context otherwise requires, the following definitions and those set out in the Lease Particulars will apply:

1954 Act means the Landlord and Tenant Act 1954 (as amended).

1995 Act means the Landlord and Tenant (Covenants) Act 1995.

Apparatus means electric bicycle charging equipment and associated Conduits together with (if applicable) any signage relating to the same.

Authority means any statutory, public, local or other competent authority or court of competent jurisdiction.

Authorised Person means any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors, agents, those authorised by the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Common Parts means all parts of the Estate including the Car Park which are not exclusively demised to any tenant and which are designated by the Landlord (acting reasonably and in the interests of good estate management) as available for use in common by the tenants and occupiers of the Estate, the Landlord and those properly authorised or permitted by them to do so (including but not limited to those areas outside of the Property which the Tenant has exclusive rights to use pursuant to this Lease).

Conduits means gutters, pipes, ducts, cables, aerials, tanks, sewers, drains, shafts, fire prevention, communication and security installations and all other facilities of a similar nature together with all meters and other apparatus used in connection with them.

Due Date means in respect of the Yearly Rent and VAT on it, the day it falls due;

Government means local, regional or central government.

Guarantor means the party so named in the Lease Particulars (if any) and any person from time to time who guarantees the obligations of the Tenant in this Lease.

Insurance Rent means the gross amount of all premiums and other expenses (including valuation fees (provided valuations occurs no more frequently than once every three years) and insurance premium tax but net of any commission received by the Landlord) reasonably and properly incurred by the Landlord in effecting and maintaining cover for the Property (or where the Landlord insures the Property together with other property a fair proportion of the same) against the items set out in paragraph 1.1 of Schedule 5 of this Lease

Insured Risks means (to the extent that cover for such risks is available at reasonable commercial rates) the risks of loss or damage by fire, lightning, storm, flood, earthquake, impact from vehicles, aircraft, articles dropped from aircraft, riot, civil commotion, malicious damage, explosion, terrorism, bursting or overflowing of water tanks, apparatus or pipes, landslip, subsidence and heave and such other risks of a normally insurable nature against which the Landlord may, in its reasonable discretion, decide to insure from time to time (or as may be reasonably required by the Tenant).

Landlord means the party so named in the Lease Particulars and any person from time to time entitled to the immediate reversion to this Lease.

Lease means this lease (including the schedules) as supplemented or varied in writing from time to time whether by deed, licence or otherwise.

Legal Obligations means (under any jurisdiction whatever) all requirements of any law, treaty, statute, subordinate legislation or bye-law of any Authority at any time during the Term insofar as they relate to the Property or its use or occupation or the business carried on by the Tenant at the Property.

Lettable Unit means any part of the Estate which is let or intended or designed for letting from time to time whether that be retail or non-retail other than for the provision of utilities.

Plan means the plan annexed to this Lease.

Planning Acts means "the consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any other legislation relating to town and country planning in force from time to time.

Prescribed Clauses means the prescribed clauses under Schedule 1A of the Land Registration Rules 2003 appearing at the front of this Lease.

Property means the premises set out in the Lease Particulars and the whole or any part of them including:

- (a) the concrete slab from time to time on the Property;
- (b) all fixtures in them;
- (c) all additions, alterations and improvements carried out to the Property during the Term; and

Retained Parts means all parts of the Estate but excluding the Property and any other Lettable Units.

Services means the services set out in paragraph 2 of Schedule 4

Substance means any substance (whether in the form of a solid, liquid, gas or vapour) the presence, generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to human health or safety or harm to any other living organism or causing damage to the environment

Tenant means the party so named in the Lease Particulars and any successor body or assignee in whom this Lease is vested from time to time.

Tenant Covenant means as defined in section 28(1) of the 1995 Act.

Term means the Contractual Term together with any continuation or extension of it whether by agreement, statute or otherwise.

Uninsured Risks means any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- (a) of an exclusion imposed by the insurers; or
- (b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

VAT means value added tax as provided under the VATA.

VATA means Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax or to VAT shall be construed accordingly.

Working Day means a day (other than a Saturday or Sunday) when banks are generally open for the transaction of normal banking business in London.

1.2 In this Lease:

- (a) unless the context otherwise requires, references to the Common Parts, the Property, the Estate and the Property are to the whole and any part of them or it from time to time;
- (b) where at any time a party to this Lease comprises more than one person all obligations and liabilities of or with that party are joint and several and references to that party include references to each such person;
- (c) words denoting persons include any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- (d) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (e) references to clauses and schedules are to clauses and schedules of this Lease and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (f) the Lease Particulars form part of this Lease but the table of contents and the headings are for convenience only and will not affect the construction or interpretation of this Lease;

- (g) any obligation by the Tenant not to do or omit to do something includes an obligation not to knowingly permit or to suffer that thing to be done or omitted;
- (h) where there is an obligation to obtain the consent or approval of the Landlord under this Lease such consent or approval must be contained in a formal deed or licence;
- (i) except for any references to the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Companies Act 2006, any reference to a statute or statutory provision includes any subordinate legislation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (j) references to any statute or legislation include any legislation of the European Union directly applicable in the United Kingdom;
- (k) it is a condition of any rights of entry to the Property provided for in this Lease that the person exercising such rights will comply with the Entry Requirements;
- (l) references to "occupier of the Property" include anyone on the Property:
 - (i) deriving title under the Tenant or any undertenant;
 - (ii) any Authorised Person; or
 - (iii) with the express or implied authority of either the Tenant or any undertenant or anyone deriving title under the Tenant or undertenant (which for the avoidance of doubt excludes customers),

and where there is a reference to the consequences of the Tenant's acts, omissions or defaults, all references to the "Tenant" include references to any occupier of the Property;

- (m) references to the "Landlord" are to be construed as extending to any Superior Landlord (or the persons authorised by them) where:
 - (i) rights are granted or reserved by the Landlord to enter the Property;
 - (ii) there is an obligation to obtain the approval or consent of the Landlord;
 - (iii) there is provision for the repayment of any expenses to the Landlord; or
 - (iv) there are indemnities in favour of the Landlord;
- (n) references to the "end of the Term" are to the end of the Term however and whenever it determines;
- (o) any rights stated to be exercisable by the Tenant are also exercisable by any employee, director, agent or contractor of the Tenant or anyone authorised by or deriving title from the Tenant.

2 DEMISE

2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term:

- (a) together with the rights set out in Schedule 1;
- (b) except and reserved as set out in Schedule 2; and
- (c) subject to all rights, restrictions, covenants and liabilities affecting the Property mentioned in Schedule 3 (if any).

2.2 The Tenant will pay the following sums to the Landlord: -

- a) The Initial Rent to the Landlord on each anniversary of the date hereof if demanded
- b) The Insurance Rent on the date 15 Working Days after written demand for payment is made

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord throughout the Term:

3.1 Rent

To pay to the Landlord the Initial Rent

3.2 Outgoings

To pay the whole of all taxes, assessments, impositions and outgoings payable at any time during and until the end of the Term (other than those of a capital nature) by the owner or occupier of the Property or otherwise due in respect of them (except any tax assessed on the Landlord in respect of its ownership of, rental income from, or any dealing with its reversionary interest in the Property.

3.3 Repair

3.3.1 The Tenant must:

- (a) keep the Property in good repair and condition; and
- (b) clean the Property regularly and keep them in a clean and tidy condition at all times.

3.3.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that: the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 2.6(a) of Schedule 5); or
- (b) Property Damage by an Uninsured Risk unless such Property Damage is damage caused by an act or omission of the Tenant.

3.4 Alterations

- (a) Not to erect any new building on the Property nor to make any alterations or additions to the structure of the Property save for as permitted by clause 3.4(b)

- (b) The Tenant or Authorised Person may carry out the installation of the Apparatus to the Property without the consent of the Landlord.

3.5 Signs

- (a) Not to exhibit any sign, which is visible from the Property other than:
 - (i) signage required to comply with any Legal Obligations; and
 - (ii) the Tenant's signage for its use of the property.

3.6 Permitted Use

Not to use the Property otherwise than for the Permitted Use.

3.7 Overloading and damage

Not to overload the Property nor damage, overload or obstruct any Conduits the Retained Parts or any plant and machinery serving the Property.

3.8 Refuse and deleterious substances

- (a) To comply with all applicable requirements and reasonable recommendations of competent authorities relating to the collection of refuse from the Property.
- (b) Not to burn any rubbish on the Property or the Common Parts and not to deposit any rubbish on the Property or the Common Parts other than in proper receptacles.
- (c) Not to cause any Substance to be in on or under or to escape from the Property and if the Tenant becomes aware of any such Substance in on under or escaping from the Property to give prompt written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.
- (d) Not to permit the drains to be obstructed by oil, grease or other deleterious matter.

3.9 Dealings with this Lease

Not to:

- (i) hold the whole or any part of the Property on trust for another person; or
- (ii) part with or share possession or occupation of the whole or any part of the Property.

3.10 Underletting

Not to underlet the whole or any part of the Property

3.11 Assignment

Not to assign the whole or any part of the property unless the assignment is to another entity which exercises its functions as a local authority or Government department.

3.12 Charging

Not to charge the whole or any part only of the Property.

3.18 Encroachments

- (a) Not to knowingly block up or obstruct (either wholly or partially) any access way, Conduits or any other facility enjoyed by the Property nor to give any acknowledgement that any such facility is enjoyed by the consent of any other person.
- (b) Not to knowingly permit any encroachment upon or any easement to be created over or in respect of the Property in favour of a third party.
- (c) Upon becoming aware of any such encroachment or easement being created or threatened to give notice to the Landlord and at the Landlord's expense to take all reasonable measures required by the Landlord to prevent or terminate such encroachment or easement

3.13 Planning

- (a) To comply in all respects with the Planning Acts in relation to the Property
- (b) Where it is a condition of (or a planning obligation associated with) any planning permission that any works be carried out, to carry out such works before the end of the Term if the relevant planning permission is implemented.
- (c) Forthwith upon receipt to supply copies to the Landlord of all applications, notices, decisions and other formal communications relating to the Property or served on the Tenant or any undertenant at the Property and at the Tenant's expense to take such action as the Landlord may reasonably require in respect of such communication (save to the extent such action is contrary to the business interests of the Tenant).

3.14 Legal Obligations

- (a) To observe and comply with all Legal Obligations (except to the extent that they are the responsibility of the Landlord pursuant to this Lease).
- (b) Where any Legal Obligation requires the carrying out of works:
 - (i) to carry out those works in accordance with the terms of this Lease; and
 - (ii) to carry out those works with good quality materials in a good and workmanlike manner and to the reasonable satisfaction of the Landlord.
- (c) Not to do or omit to do anything by reason of which the Landlord may become liable by way of penalty, damages, compensation or otherwise.
- (d) On receipt of any notice of any Legal Obligation from an Authority or of any formal notice from any third party in relation to the Property to produce a copy of that notice to the Landlord and if so required to make such representation or objections in relation to it as the Landlord may reasonably require.

- (e) To observe and perform all provisions contained or referred to in the documents listed in Schedule 3.

3.15 Rights of entry

To permit the Landlord and anyone authorised by it to enter the Property at all reasonable times with any machinery, tools and equipment:

- (a) to exercise any of the rights excepted and reserved out of this Lease;
- (b) to inspect the Property;
- (c) to inspect or carry out works of repair, maintenance, construction, alteration or otherwise to any part of the Estate or any adjoining or neighbouring property;
- (d) in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease;

3.16 Comply with notices to repair

- (a) To carry out all works necessary to remedy any breach of covenant of which the Landlord has given written notice to the Tenant as soon as reasonably practicable taking into account the nature of the breach after receipt of notice.
- (b) If the Tenant fails to comply with a notice served under clause 3.16(a) to the Landlord's reasonable satisfaction, the Landlord may (without prejudice to the Landlord's right of re-entry contained in this Lease) enter the Property to carry out such works, and the Tenant will pay to the Landlord within 20 Working Days of written demand as a debt all proper costs and expenses incurred by the Landlord in carrying out such works.

3.17 Costs

To pay the Landlord all reasonable and proper costs and expenses (including bailiffs' and professional fees) incurred by the Landlord (both during and after the end of the Term):

- (a) incidental to or in proper contemplation of the preparation and service of:
 - (i) a notice under section 146 or 147 of the Law of Property Act 1925 or pursuant to a provision in this Lease and proceedings pursuant to such notices even if forfeiture is avoided otherwise than by relief granted by the Court; or
 - (ii) a schedule of dilapidations (including any documents supporting the Landlord's claim and valuation served in accordance with a relevant pre-action protocol) during or within three months after the termination of this Lease (which relates to dilapidations caused during the Term);

3.18 Indemnity

To indemnify the Landlord against all claims and proceedings brought against and all damages, costs and liabilities suffered or incurred by the Landlord directly in connection with:

- (a) the state of repair or condition of the Property;

- (b) the breach of any covenant or obligation of the Tenant under the terms of this Lease;
- (c) the act, neglect or default of the Tenant; or
- (d) the use and occupation of the Property,

provided that the Landlord shall:

- (i) promptly notify the Tenant of all such actions demands proceedings and claims as soon as reasonably practicable upon becoming aware of the same;
- (ii) not without the Tenant's written consent (not to be unreasonably withheld or delayed) agree to settle any such matters; and
- (iii) use all reasonable endeavours to mitigate any such losses incurred.

3.19 Yielding up

At the end of the Term:

- (a) unless otherwise agreed in writing between the Landlord and the Tenant to remove the Apparatus, all signs, Tenant's trade, Tenant's fixtures and fittings and loose items from the Property making good any damage caused by such removal and will leave the Property in a clean and tidy condition and for the avoidance of doubt the Tenant shall not otherwise be required to reinstate any alterations to the Property and
- (b) to yield up the Property to the Landlord with vacant possession in a state and condition consistent with the performance and observance of the Tenant's covenants and obligations under this Lease.

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

4.1 Quiet enjoyment

That the Tenant will peaceably and quietly hold and enjoy the Property during the Term without any interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord or with title paramount.

4.2 Services

To provide the services in accordance with Schedule 4.

4.3 Exercise of right of entry

In exercising any right of entry on to the Property pursuant to clause 3.15, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant or Authorised Person;

(d) cause as little inconvenience as reasonably possible to the Tenant; and

(e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

5 FORFEITURE

5.1 The Landlord may terminate this Lease by re-entering the Property (or a part of them in the name of the whole) itself or by an authorised agent at any time if the Tenant does not materially observe or perform any of the Tenant's material obligations under this Lease;

5.2 Re-entry in exercise of the right in clause 5.1 does not affect any other right or remedy of the Landlord for breach of covenant by the Tenant occurring before the termination of this Lease (including any breach in respect of which re-entry is made).

6 OBLIGATIONS IN SCHEDULES TO THIS LEASE

The Landlord and Tenant mutually covenant to observe and perform their respective obligations and conditions in the schedules.

7 MISCELLANEOUS PROVISIONS

7.1 Other property

(a) Except as otherwise expressly set out in this Lease, the Tenant is not entitled to and the Property does not enjoy any right, easement or privilege which might limit or prejudice the unrestricted use of any other property for any purpose whatsoever.

(b) No rights are granted by this Lease other than those expressly set out and for the avoidance of doubt the operation of section 62 of the Law of Property Act 1925 is excluded from this Lease.

(c) The Tenant has no benefit and no right to control the enforcement or the proposed release or modification of any covenants, obligations or any other matter relating to any other property.

7.2 Use

No warranty is given by the Landlord that the Property can lawfully be used for any purpose authorised by this Lease or otherwise.

7.3 Abandoned goods

In addition to any other remedy available to the Landlord if any fixtures, furniture or other items are left in the Property at the end of the Term and the Tenant does not remove them within 10 Working Days of being requested to do so (providing the landlord provides the Tenant reasonable access) then:

- (a) the Landlord may (without any obligation as trustee or bailee) sell such property as agent of the Tenant and hold the sale proceeds after deduction of the proper costs of removal, storage and sale on trust for the Tenant; and
- (b) the Tenant will indemnify the Landlord against any liability to a third party whose property has been so sold by the Landlord.

7.4 Notices

- (a) Any notice to a party under this Lease shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid special delivery to the address of the party as set out in the Lease Particulars or as otherwise notified in writing to the other party from time to time or, in the case of the Tenant, to the Property.
- (b) Except as referred to in clause 7.4(c), a notice is deemed to have been served:
 - (i) at the time of delivery if delivered personally;
 - (ii) hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address; or
 - (iii) if the deemed time of service is not during normal business hours in the country of receipt, the notice is deemed served at the opening of business on the next Working Day of that country.
- (c) The deemed service provisions set out in clause 7.4(b) do not apply to a notice served by post, if there is a national or local disruption of postal services which affects the giving of the notice.
- (d) A party must not attempt to prevent or delay the service on it of a notice connected with this Lease.
- (e) If the receiving party consists of more than one person then a notice to one of them is notice to all.
- (f) Notices may not be served by fax or email pursuant to this Lease

7.5 Landlord and Tenant (Covenants) Act 1995

- (a) The clauses of this Lease will only take effect insofar as they do not contravene the provisions of the 1995 Act.
- (b) Insofar as any provisions of this Lease contravene the provisions of the 1995 Act the relevant provisions (or if applicable, the relevant parts of them) are deemed to be deleted so far as necessary to ensure such compliance.
- (c) Any such deemed deletion does not affect the remaining provisions of this Lease.

7.6 Exclusion of third-party rights

Unless expressly provided in this Lease, no express term of this Lease or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

7.7 Governing law and jurisdiction

This Lease and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of it or in connection with this Lease, its subject matter or formation

This Lease is executed and delivered as a deed on the date appearing at the head of the Lease Particulars.

Schedule 1 – Rights granted

The right (save where stated to be exclusive), in common with the Landlord and all others at any time entitled, for the Tenant and those deriving title through or otherwise authorised by the Tenant:

- 1 the right in common with the Landlord and all authorised persons and other occupiers of the Estate to use those Common Parts which may from time to time be designated by the Landlord for use by the Tenant for all proper purposes connected with the reasonable use and enjoyment of the Property;
- 2 an unrestricted right to pass and repass with or without vehicles 24 hours a day over any service roads within the Estate and/or the Common Parts for the purpose of access to and egress from the Property, any footpaths and the Car Park to the public highway;
- 3 to use and repair and maintain all Conduits which now serve the Property or may do so during the Term for so long as such Conduits are not adopted and maintained at public expense;
- 4 of support and protection for the Property as now enjoyed from any contiguous property;
- 5 the exclusive right to install, retain, repair, maintain, upgrade and remove the Apparatus on the Property for the storing and charging of no more than two electric bicycles;

Schedule 2 – Exceptions and Reservations

(Subject where applicable to the Entry Requirements) the right for the Landlord and those authorised by the Landlord or otherwise entitled from time to time:

- 1 of entry pursuant to the terms of this Lease;
- 2 of lateral and subjacent support and protection for any contiguous property afforded by the Property from time to time;
- 3 to alter or erect any new buildings or structures on any adjoining or neighbouring property of the Landlord in such manner as the Landlord thinks fit provided that the Tenant's use and enjoyment of the Property shall not be materially adversely affected;

Schedule 3 – Matters to which the Lease is subject

All deeds and documents contained or referred to in the register of Title Numbers SK362141 and SK371576 (as at 9 January 2026 at 10:58:39) to the extent they affect the Property (save for financial charges)

Schedule 4 – Services

- 1.1 The Landlord will provide the Services in an economic and efficient manner but the Landlord will not be liable to the Tenant in respect of any failure or interruption in any of the Services by reason of necessary repair, maintenance or replacement of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or any other cause beyond the control of the Landlord (save where due to the negligence of the Landlord) provided that the Landlord will use all reasonable endeavours to restore any such Services as soon as reasonably practicable and provided further that the Landlord has used all reasonable endeavours to prevent and/or avoid such failure and/or interruption.
- 1.2 **Services to be provided**
- 1.3 Repairing, maintaining, inspecting, decorating, cleaning, lighting, reinstating and (where beyond economic repair) renewing or replacing the Retained Parts;
- 1.4 Cleaning, repairing or replacing any footpaths, roads, walls, fences, Conduits and other areas or things the use of which is common to the Estate and other land; and
- 1.5 Landscaping, planting, replanting and maintaining the Retained Parts and gardens or grassed areas within the Retained Parts.

Schedule 5—Insurance Provisions

1 LANDLORD'S COVENANT

1.1 The Landlord will keep the Estate insured, at reasonable commercial rates of premium and upon reasonable commercial terms (both when compared in the UK insurance market) at the time of effecting insurance cover, with an insurer of repute (subject to such market standard excesses, conditions and limitations as the insurers may, acting in the interests of good estate management, require or the Landlord may negotiate) against:

- (a) damage or destruction by an Insured Risk in a sum equal to the full reinstatement cost of the Estate (at the time of such reinstatement) including:
 - (i) the costs of demolition, shoring up and site clearance works;
 - (ii) all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement; and
 - (iii) VAT liability on such items to the extent applicable and to the extent that the Landlord may not be able to recover VAT;
- (b) three years' loss of the Yearly Rent;
- (c) public liability risks;
- (d) employers' liability risk; and
- (e) liability under the Defective Premises Act 1972 (and any other enactment in respect of which the Landlord requires insurance).

1.2 The Landlord further covenants:

- (a) upon written request from the Tenant to produce to the Tenant evidence of the full terms of the insurance policy, evidence of payment of the current year's premiums and details of any commission paid to the Landlord by the Landlord's insurer;
- (b) to promptly notify the Tenant in writing of any changes in the scope, level or terms of cover of the insurance policy from time to time;
- (c) to procure that the insurance policy or policies contain non-invalidation clauses providing that the insurance policies shall not be avoided by any act or omission, or by any alteration by which the risk of destruction or damage is increased, unknown to or beyond the control of the Landlord;
- (d) to use reasonable endeavours to procure that its insurers waive entitlement to rights of subrogation against the Tenant, persons occupying or enjoying the use of the Property through or under the Tenant, and their respective employees workmen agents or visitors;
- (e) in the event of any loss or damage to the Estate by the Insured Risks the Landlord will diligently pursue a claim in accordance with the terms of the insurance policy effected by the Landlord; and

- (f) not (by act or omission) to do anything which invalidates any insurance policy in respect of the Property or the Estate or causes the renewal to be refused.

2 TENANT'S COVENANTS

The Tenant will:

- 2.1 not knowingly to do or omit to do anything which may render any insurance policy relating to the Property void or voidable in whole or part (provided the Tenant has received a copy of such policy);
- 2.2 not knowingly to do or omit to do anything which may result in the increase of any premium payable under any insurance policy unless the Tenant has previously notified the Landlord and has paid any increased or additional premium to the Landlord within 15 Working Days of written demand the amount of such increase;
- 2.3 comply with all requirements of the insurers in relation to the Property notified to the Tenant in writing and in particular (but not by way of limitation) install and maintain such fire equipment and observe such fire precautions as the insurers and the fire authority require;
- 2.4 notify the Landlord as soon as reasonably practicable upon becoming aware of any loss or damage relating to the Property arising from an Insured Risk or an Uninsured risk;
- 2.5 except in the case of public liability insurance from an Authorised Person, not effect any insurance which duplicates the insurance effected by the Landlord in relation to the Property and if the Tenant does so in breach of this paragraph, it will hold any such policy and any proceeds received upon trust for the Landlord and pay such proceeds to the Landlord promptly upon receipt;
- 2.6 pay to the Landlord within 15 Working Days of written demand any sums under an insurance policy relating to the Property which:
- (a) the Landlord is unable to recover owing to the act, neglect or default of the Tenant; or
 - (b) relate to a fair proportion of any excess to which the insurance cover is subject;
- 2.7 repair or replace any plate glass in the Property which is damaged or destroyed with glass of the same quality and thickness.
- 2.8 effect and maintain throughout the Term insurance for its contents, business goods, the Apparatus and fixtures and fittings at the Property.

3 REINSTATEMENT

- 3.1 If the Property, Estate, or any of the Common Parts or any part of them or the accesses and/or servicing routes thereto reasonably required for the use of the Property in accordance with this Lease are damaged or destroyed by any of the Insured Risks, the Landlord will (unless and to the extent the insurance has been vitiated by the Tenant or any occupier of the Property (save where the Tenant has complied with its obligations in paragraph 2.6)) apply all insurance money received (other than any received in respect of loss of the Initial Rent) and any money paid by the Tenant pursuant to paragraph 2.6 in repairing or reinstating the Property and/or the Estate and/or any such Common Parts with all due speed subject to:

- (a) the Landlord obtaining any necessary planning and other permissions, consents, licences and approvals (which the Landlord will use all reasonable endeavours to obtain);
 - (b) the necessary labour and materials being available (which the Landlord will use reasonable endeavours to obtain as soon as practicable); and
 - (c) the payment by the Tenant to the Landlord of any money payable under paragraph 2.6.
- 3.2 The Landlord will make up any shortfall in insurance proceeds from its own funds (including, but not limited to, any shortfall caused by another tenant and/or occupier of the Estate vitiating any insurance policy).
- 3.3 The Landlord will not be obliged to reinstate the Property, Estate and/or any such Common Parts in precisely the same form as previously so long as the Tenant is provided with accommodation and facilities which are identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided and no less prominent to those existing before the damage or destruction (or, if a greater standard, the minimum required by law).
- 3.4 Where the Landlord proceeds to rebuild and reinstate pursuant to paragraph 3.1 following damage or destruction:
- (a) the Landlord will carry out the reinstatement or rebuilding:
 - (i) with due diligence and in a good and workmanlike manner using good and suitable materials and in accordance with good building practice, employing only competent building contractors and professional consultants on proper commercial terms;
 - (ii) in accordance with the plans, planning permissions and all other requisite consents and the building contract relating to the rebuilding and reinstatement of the Property;
 - (iii) in compliance with all statutes and statutory orders and regulations made under or deriving validity from them and codes of practice of local authorities and competent authorities; and
 - (iv) not using materials and substances not being approved or recommended by the current British standard and codes of practice or European Union equivalent current at the date of specification or use;
 - (b) during the reinstatement or rebuilding of the Property the Landlord will:
 - (i) keep the Tenant informed of all progress and the Tenant will be entitled to inspect the progress of the works from time to time; and
 - (ii) provide the Tenant with copies of all relevant documentation.

4 PROPERTY DAMAGE BY AN UNINSURED RISK

4.1 If damage has occurred to the Property by an Uninsured Risk, then, within one month from and including the date on which that damage to the Property occurred, the Landlord must notify the Tenant that it intends to reinstate the Property at its own cost.

4.2 If the Landlord notifies the Tenant under paragraph 4.1 that it intends to reinstate the Property, then the Landlord must use:

- (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
- (b) its own monies to reinstate the Property but the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iii) reinstate after a notice to terminate has been served pursuant to clause 4.3 of this schedule

4.3 If paragraph 4.1 applies but the Landlord has not served a notice by the date which is one month from and including the date on which the relevant damage to the Property occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use.

In witness this Deed has been executed and delivered on the date appearing at the head of page 1.

Executed as a Deed)

by [])
acting by ** [name],)

a director, in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

The Common Seal of)

MID SUFFOLK DISTRICT COUNCIL)

was hereunto affixed to this deed)

in the presence of:-

Authorised Signatory:

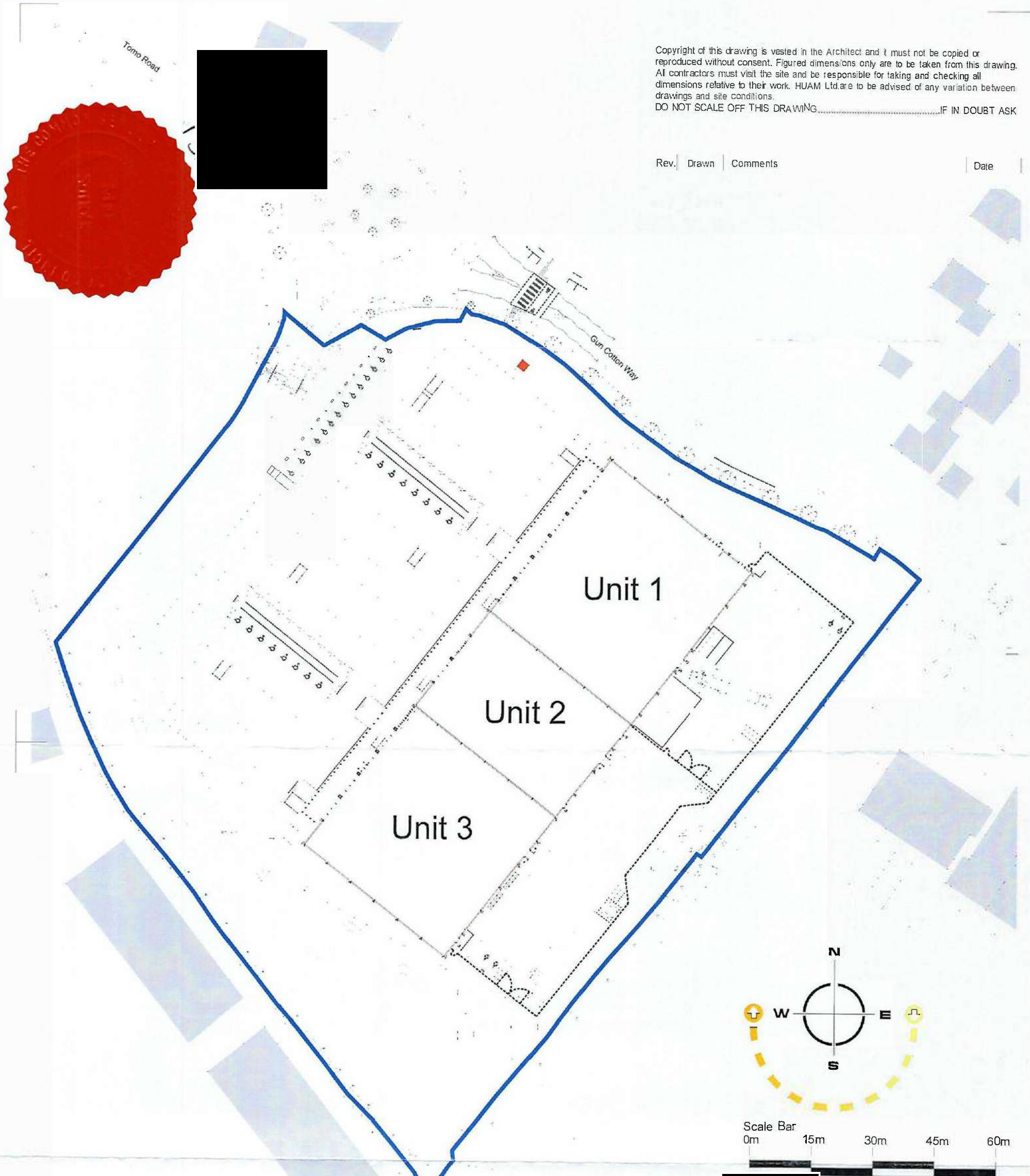
Name of Authorised Signatory:

Position of Authorised Signatory:

APPENDIX 3
EV BIKE SCHEME LEASE PLAN

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Rev.	Drawn	Comments	Date



Proposed site plan 1:1250@A4

Client Location 3 Properties Limited
 Project Proposed retail development, Stowmarket
 Title Proposed Site Plan
 Project No Drawing No.
 N:1146-LP[q102 Rev

Status LEGAL PLAN
 Date MAR 2026
 Scale@A4 1:1250
 Drawn NJH
 Checked DV

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File Ref: M.V.

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