



Dated _____ **201[]**

COMMUNITY HEALTH PARTNERSHIPS LIMITED

and

[]¹

[]² LIFT
PROFORMA UNDERLEASE FOR [PART OF]

¹ Insert name of Tenant(s).
² Insert name of LIFT

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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 None
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 Easements	LR11.1 Easements granted by this lease for the benefit of the Property The easements as specified in Part 1 of Schedule 2 of this Lease
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The easements as specified in Part 2 of Schedule 2 of this lease
LR12. Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction against the title of the Property: None
LR14 Declaration of trust where there is more than one person comprising the Tenant	None [Please confirm] ³

³ Delete for Trusts, keep for multiple GPs.

THIS LEASE is made on

201[]

PARTIES

- (1) **COMMUNITY HEALTH PARTNERSHIPS LIMITED** a company incorporated in England and Wales with registered number 4220587, the registered office of which is at Suite 12b, Manchester One, 53 Portland Street, Manchester M1 3LD (“the Landlord”)
- (2) [] of [] (“the Tenant”)

PRELIMINARY

1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

This Lease shall be interpreted according to the provisions of Schedule 1 (Definitions and Interpretation)

PART A : PROPERTY INTERESTS

2 DEMISE

In consideration of the covenants on the part of the Tenant contained in this Lease the Landlord with []⁴ title guarantee DEMISES the Underlet Premises to the Tenant for the Term.

3 RIGHTS AND RESERVATIONS

The Landlord demises the Underlet Premises with the benefit of the rights set out in Part 1 Schedule 2 but subject to the exceptions and reservations set out in Part 2 Schedule 2.

4 ENCUMBRANCES

- 4.1 The Underlet Premises are demised subject to the Landlord’s Title.
- 4.2 The Tenant covenants to comply with the Landlord’s Title in so far as it affects the Underlet Premises [save for []]

5 SECURITY OF TENURE

5.1 Exclusion of Sections 24-28 Landlord and Tenant Act 1954

- 5.1.1 The Tenant hereby confirms that before it became contractually bound to enter into the tenancy created by this Lease:
- (a) the Landlord served on the Tenant a notice dated the [] day of [] 201[] in relation to the tenancy created by this Lease (“the Notice”) in a form complying with the requirements of Schedule 1 to the Order
 - (b) the Tenant in relation to the Notice made a statutory declaration (“the Declaration”) dated the [] day of [] 201[] in a form complying with the requirements of Schedule 2 of the Order.
- 5.1.2 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

⁴ Insert limited or full according to the title guarantee provided in the Headlease.

5.2 **[Option to Renew⁵**

5.2.1 If the Tenant wishes to take a further lease of the Underlet Premises from the end of the Term (“a Further Lease”) and at any time after the end of the [fourth] year of the Term gives to the Landlord not less than 3 months’ written notice of that wish (such notice to expire prior to the end of the Term) then subject to clause 5.2.2 the Landlord shall grant to the Tenant a Further Lease of the Underlet Premises for a term of 5 years commencing on the day following the last day of that Term on the same terms and conditions as this Lease PROVIDED THAT for the avoidance of doubt the Further Lease will contain a reference to the agreement of the Landlord and the Tenant pursuant to Clause 38(A) of the Landlord and Tenant Act 1954 to exclude the provisions of ss 24-28 of that Act in relation to the Further Lease and references (in accordance with the requirements of Schedule 2 to the Order) to the Landlord’s notice and Tenant’s declaration or statutory declaration thereunder.

5.2.2 The parties agree and declare that no Further Lease shall be granted by the Landlord until:

- (a) the Landlord has served a notice in the form set out in Schedule 1 to the Order on the Tenant which applies to the tenancy to be created by the Further Lease;
- (b) the Tenant (or any person duly authorised by the Tenant) has made a valid declaration in the form set out in paragraph 7 of Schedule 2 to the Order; and
- (c) there is a valid agreement in place to exclude the Further Lease from the provisions of Section 24-28 (inclusive) of the Landlord and Tenant Act 1954 in accordance with the provision of Section 38A of that Act and the relevant Schedules of the Order.

5.2.3 The parties agree and declare that every Further Lease shall contain an option on the same terms as this Clause 5.2 PROVIDED THAT the Tenant may only exercise such an option FOUR times and that the term of the fourth such Further Lease (“the Fourth Lease”) shall expire 3 days before the end of the term of the Headlease and the Fourth Lease shall not contain an option to renew on the same terms as this Clause 5.2.]

PART B : DEVELOPMENT PHASE

- 6 NOT USED
- 7 NOT USED
- 8 NOT USED
- 9 NOT USED
- 10 NOT USED
- 11 NOT USED
- 12 NOT USED
- 13 NOT USED
- 14 NOT USED
- 15 NOT USED

⁵ This clause assumes an initial term of 5 years with four subsequent options to renew. Option to renew to be granted to GPs and NHS Providers only. This clause assumes a 5 year term only and will need amending if alternative term offered.

16 NOT USED

17 NOT USED

18 NOT USED

PART C : PAYMENT

19 UNDERLEASE PAYMENT

19.1 The Landlord shall not be entitled to receive any payment of the Underlease Payment until the Payment Commencement Date. Subject to the provisions of this Lease, the Tenant shall pay the Landlord the Underlease Payment in respect of each Contract Month following the Payment Commencement Date in accordance with the provisions of this Clause 19 and Schedule 10.

Invoicing and payment arrangements

19.2

19.2.1 Subject to the receipt of the Payment Notice from FundCo pursuant to clause 19.2.1 of the Headlease, not later than five (5) Business Days after the Delivery Date, the Landlord is required to deliver to the Tenant an Underlease Payment Notice

19.2.2 The details of the Underlease Payment Notice to be delivered to the Tenant pursuant to Clause 19.2.1 of this Lease shall contain the following information:

- (a) the Monthly Payment claimed by the Landlord for the current Contract Month;
- (b) a summary of Pass Through Costs for the current Contract Month;
- (c) a summary of the Utilities Costs;
- (d) the total deductions calculated in accordance with [paragraph 5 of part C] [paragraph 2.3]⁶ [and paragraph 3 of part C]⁷ of Schedule 10 of the Headlease in so far as they relate to the Underlet Premises for the Contract Month just ended;
- (e) any other amount due and payable from one party to the other under this Lease;
- (f) any VAT payable in respect of any of the above amounts; and
- (g) any adjustments to reflect previous overpayments and/or underpayments (each adjustment stated separately).

19.2.3 If the Underlease Payment Notice shows a net amount owing by the Tenant to the Landlord (or if the Payment Notice issued under the Headlease for that Contract Month shows a net amount owing by the Landlord to FundCo in relation to the Underlet Premises) the Underlease Payment Notice shall be accompanied by an invoice from the Landlord to the Tenant in respect of such amount.

19.2.4 If the invoice and the Underlease Payment Notice have been delivered by the due date referred to in Clause 19.2.1 then the Tenant shall pay the Underlease Payment for the relevant Contract Month on or before the relevant Payment Date in accordance with Clause 19.3.

⁶ Refer to Schedule 10 of the LPA and delete the provision which is not used.

⁷ Delete if not used in LPA.

- 19.2.5 Subject to Clause 19.2.7, the Payment Date for an invoice shall be the date falling five (5) Business Days prior to the end of the Contract Month in which the invoice is delivered.
- 19.2.6 NOT USED
- 19.2.7 In the event that the Landlord fails to deliver any Underlease Payment Notice by the due date pursuant to Clause 19.2.1 the invoice accompanying that Underlease Payment Notice shall fall due for payment as many days after the Payment Date as the Underlease Payment Notice was delivered after the due date pursuant to Clause 19.2.1.
- 19.2.8 If any Underlease Payment Notice shows a net amount owing by the Landlord to the Tenant (or if the Payment Notice issued under the Headlease for that Contract Month shows a net amount owing by FundCo to the Landlord in relation to the Underlet Premises) the Tenant shall issue an invoice to the Landlord in respect of such amount promptly following its receipt of such Underlease Payment Notice and the Landlord shall pay to the Tenant the amount shown by such invoice not later than the twentieth (20th) Business Day after it has received it.
- 19.2.9 NOT USED

Telecoms

- 19.2.10 The Tenant shall be responsible for paying all Variable Telecoms Costs attributable to the Underlet Premises and a fair and reasonable proportion (as determined by the Landlord acting reasonably) of the Fixed Telecoms Costs

Manner of payment

- 19.3 All payments under this Lease shall be made in pounds sterling to the bank account of the Landlord (in the case of payments due to the Landlord) or the Tenant (in the case of payments due to the Tenant) (in each case located in the United Kingdom), quoting the invoice number against which payment is made.

Disputes

- 19.4 NOT USED

Late Payments

- 19.5 Each party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made pursuant to the terms of this Lease on the due date calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment.

Set-Off

- 19.6 Other than in respect of any sums taken into account in calculating the invoice pursuant to this Clause 19 and Schedule 10, whenever any sum of money shall be agreed, or determined, as due and payable by the Landlord to the Tenant, such sum may at the Tenant's discretion be deducted from or applied to reduce the amount of any sum then due, or which at any time afterwards may become due, to the Landlord from the Tenant under this Lease provided that the Tenant has given the Landlord not less than [*insert figure in Headlease Plus 5*] Business Days' notice of its intention to deduct or apply such sum.
- 19.7 Whenever any sum of money shall be agreed, or determined, as due and payable by the Tenant to the Landlord, such sum may at the Landlord's discretion be deducted from or applied to reduce the amount of any sum then due, or which at any time afterwards may become due, from the Landlord to the Tenant under this Lease provided that the Landlord has given the Tenant not less than [*insert figure in Headlease*] Business Days' notice of its intention to deduct or apply such sum.

VAT

- 19.8 All amounts stated to be payable by either party under this Lease shall be exclusive of any VAT properly chargeable on any amount.
- 19.9 Each party shall pay to the other party any VAT properly chargeable to it in respect of any supply made to it under this Lease provided that it shall first have received from the other party a valid tax invoice in respect of that supply which complies with the requirements of Part III VAT (General) Regulations 1995.
- 19.10 If either party (referred to in this Clause as the "First Party") shall consider that any VAT which the other party (referred to in this Clause as the "Second Party") claims to be properly chargeable to the First Party in connection with this Lease it is not in fact properly so chargeable, the First Party shall be entitled to require the Second Party to obtain a ruling from Her Majesty's Revenue and Customs ("HMRC") (or, if relevant, such other body as is charged at the time with the collection and management of VAT) (referred to in this Clause as the "Commissioners") as to the VAT (if any) properly so chargeable. The Second Party shall forthwith request the Commissioners for such a ruling.
- 19.11 The following further provisions shall apply in respect of the applications for a ruling in accordance with Clause 19.10:
- 19.11.1 prior to submitting its request for such a ruling and any further communication to the Commissioners in connection with the obtaining of the ruling, the Second Party shall first obtain the agreement of the First Party to the contents of such request and any such further communication, such agreement not to be unreasonably withheld or delayed;
- 19.11.2 the Second Party shall provide to the First Party copies of all communications received from the Commissioners in connection with the application for a ruling as soon as practicable after receipt; and
- 19.11.3 the Second Party shall use all reasonable endeavours (including without limitation the provision of such additional information as the Commissioners may require) to obtain such a ruling as soon as reasonably practicable following the initial request.
- 19.12 If a ruling is required by the First Party under Clause 19.10, the First Party shall not be obliged to pay the VAT so claimed by the Second Party unless and until a ruling is received from the Commissioners which states that a sum of VAT (the "VAT Sum") is properly so chargeable or the Commissioners state that they are not prepared to give any ruling on the matter. In this case, then subject to Clauses 19.13 and 19.14 and provided that the First Party shall first have received a valid tax invoice which complies with the requirements of Part III VAT Regulations 1995 and which states the VAT Sum to be the amount of VAT chargeable to the First Party, the First Party shall pay the VAT Sum (and any interest or penalties attributable to the VAT Sum) to the Second Party.
- 19.13 If the First Party disagrees with any ruling obtained pursuant to Clause 19.10 by the Second Party from the Commissioners, then the Second Party (provided that it is indemnified to its reasonable satisfaction against all costs and expenses including interest and penalties which it may incur in relation thereto) shall take such action and give such information and assistance to the First Party as the First Party may require to challenge such ruling or otherwise to resist or avoid the imposition of VAT on the relevant supply.
- 19.14 The following further provisions shall apply if the First Party shall exercise its rights under Clause 19.13.
- 19.14.1 the action which that First Party shall be entitled to require the Second Party to take shall include (without limitation) contesting any assessment to VAT or other relevant determination of the Commissioners before any VAT tribunal or court of competent jurisdiction and appealing any judgement or decision of any such tribunal or court;
- 19.14.2 if the Second Party shall be required to pay to or deposit with the Commissioners a sum equal to the VAT assessed as a condition precedent to its pursuing any appeal, the First

Party shall, at its election, either pay such sum to the Commissioners on behalf of the Second Party or on receipt of proof in a form reasonably satisfactory to the First Party that the Second Party has paid such sum to or deposited such sum with the Commissioners the First Party shall pay such sum to the Second Party;

19.14.3 save as specifically provided in Clause 19.12, the First Party shall not be obliged to pay to the Second Party any sum in respect of the VAT in dispute to the Second Party or in respect of VAT on any further supplies made by the Second Party to the First Party which are the same type and raise the same issues as the supplies which are the subject of the relevant dispute unless and until the final outcome of the relevant dispute is that it is either determined or agreed that VAT is properly chargeable on the relevant supply or supplies; and

19.14.4 the Second Party shall account to the First Party for any costs awarded to the Second Party on any appeal, for any sum paid to or deposited with the Commissioners in accordance with Clause 19.14.2 which is repayable to the Second Party and for any interest to which the Second Party is entitled in respect of such sums.

Soft FM Service Charge

19.15 The Tenant shall pay the Soft FM Service Charge in accordance with the provisions of Schedule 10A.

20 NOT USED

PART D : TENANT'S OBLIGATIONS

21 COVENANT

The Tenant covenants with the Landlord and separately with FundCo to comply with its obligations contained in this Lease including, without limitation, those set out in this Part D.

22 USER

22.1 The Tenant shall not use or permit or suffer the Underlet Premises to be used otherwise than for the Permitted Use.

22.2 The Tenant shall not use or permit or suffer to be used the Underlet Premises or any part of the same for any illegal or immoral purpose or for any dangerous noxious noisy or offensive trade or business or purpose whatsoever.

22.3 Nothing in this Lease shall be deemed to constitute any warranty or representation by FundCo or the Landlord that the Underlet Premises or any part of the same are authorised for use for any specific purpose under the Planning Acts or that any such use will remain authorised and the Tenant hereby acknowledges that the Landlord has not given any such representation or warranty.

22.4 NOT USED

22.5 The Tenant shall not do or omit to do or permit to be done anything which would cause the Landlord to be in breach of the Landlord's obligations as tenant under the Headlease.

22.6 The Tenant shall not occupy or use the Underlet Premises outside the Normal Working Hours.

23 ALIENATION BY TENANT

23.1 General

The Tenant may not assign underlet charge or part with the possession or share the use or occupation of or create any encumbrance over the whole or any part or parts of the Underlet Premises save as permitted by this Clause 23.

23.2 Assignment⁸

- 23.2.1 The Tenant may assign the whole of the Underlet Premises with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and FundCo.
- 23.2.2 Without prejudice to the generality of Clause 23.2.1 the Tenant shall not be permitted to assign this Lease unless for the purposes of Section 19 (1A) of the Landlord and Tenant Act 1927 the conditions and circumstances set out in the remaining Clauses of this Clause 23.2 are complied with or satisfied as the case may be.
- 23.2.3 The Tenant shall if required by the Landlord obtain from the assignee a direct covenant with the Landlord and FundCo in such form as the Landlord may reasonably require that the assignee will during the Term pay the Underlease Payment and perform and observe the covenants on the part of the Tenant and the conditions contained in this Lease.
- 23.2.4 All arrears of the Underlease Payment due under the terms of this Lease shall have been paid prior to completion of the intended assignment.
- 23.2.5 The intended assignee is in the opinion of the Landlord (acting reasonably) of sufficient financial standing to enable it to be able to comply with the covenants on the part of the Tenant contained in this Lease and is likely to continue to do so following the proposed assignment.
- 23.2.6 The Tenant may not assign the Underlet Premises in accordance with this Clause 23 other than to a Public Sector Body or one or more GPs or APMS Provider or to one or more independent sector providers contracted to provide clinical services for the National Health Service or to any body person or organisation who (and in the case of a Public Sector Body statutorily) succeeds to all or part of the functions of the Tenant.

23.3 Underletting⁹

- 23.3.1 Subject to Clause 23.3.2 the Tenant may underlet the whole of the Underlet Premises or a Permitted Part with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and of FundCo on the terms set out in the following Clauses provided that the Tenant shall not be permitted to grant more than one further underlease of the whole or a Permitted Part;
- 23.3.2 Any underlease shall:
- (a) subject to Clause 23.3.2 (b) not involve the payment of a premium or fine or be at a rent (whether before or after any review) less than the Proportion of the Underlease Payment;
 - (b) provide for the review of the rent payable under the underlease at the same times and in the same manner as the Underlease Payment under this Lease.
 - (c) prohibit any further underletting;
 - (d) prohibit the assignment of the whole or any part of the premises demised by the proposed underlease;
 - (e) before the underlease is completed, or, if earlier, before the undertenant becomes contractually bound to take the underlease, be validly excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in accordance with the provisions of section 38A of that Act and the relevant Schedules of the

⁸ Commercial tenants and GP tenants to be given right of assignment to any of the parties identified in Clause 23.2.6. No right of assignment for NHS Provider tenants.

⁹ Commercial occupier tenants to be given no right to underlet. GP and NHS Provider tenants to be given right to sub-let whole or part only. **The LPA MUST be carefully checked to ensure right can be granted.**

Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and the Tenant shall provide the Landlord with such evidence as the Landlord requires as to the valid exclusion of the underlease and the parties agree that the Landlord and FundCo shall be entitled to withhold consent to a proposed underletting of a Permitted Part if the Tenant fails to comply with this obligation;

23.3.3 In relation to any permitted underlease the Tenant shall:

- (a) procure that the underlessee covenants by deed with the Landlord and FundCo to observe and perform the tenant's covenants and the conditions in the underlease;
- (b) enforce the performance and observance by any and every such underlessee of the covenants provisions and conditions of the underlease and shall not at any time either expressly or by implication waive any breach of the same;
- (c) not vary the terms of the same (or agree so to do) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and FundCo;
- (d) procure that the rent reserved thereunder shall not be commuted or payable more than one quarter in advance and shall not permit the reduction of any rent reserved;
- (e) ensure that the rent is reviewed in accordance with the terms of the underlease;
- (f) ensure that the provisions of the underlease are not inconsistent with the terms of this Lease;

23.4 **Sharing**

Nothing in this Clause 23 shall prevent the Tenant sharing occupation of the Underlet Premises or any part or parts thereof with a person body or organisation providing ancillary or complementary services to those provided by the Tenant subject to the following conditions:

23.4.1 no relationship of landlord and tenant is created thereby;

23.4.2 the occupation by such person shall cease immediately upon such person ceasing to provide ancillary or complementary services to those being provided by the Tenant; and

23.4.3 the Tenant shall supply written details of such occupation to the Landlord within ten (10) Business Days after the commencement of such occupation.

23.5 **Charging**

The Tenant shall not be permitted to charge or create any encumbrance over the whole or part of the Underlet Premises.

24 **NOTICE OF DEALINGS**

The Tenant shall deliver or cause to be delivered to the Landlord and to FundCo or its agents for the time being a notice of every assignment underletting or devolution of the title of the Underlet Premises or any part of the same together with a certified copy of any deed or document effecting or evidencing the same within one (1) month after the completion of any such deed or document or after the date of any probate letters of administration or other instrument or any order of Court by which such assignment charge underletting or devolution may be effected or evidenced and to pay to the Landlord and to FundCo or the Landlord's or FundCo's agents their reasonable fees being not less than thirty pounds together with VAT for the registration of each such deed document instrument or order.

25 **NUISANCE/OBSTRUCTION/PRESCRIPTIVE RIGHTS**

25.1 The Tenant shall not do or permit or suffer any negligent or deliberate act or omission in or upon the Premises or any other part of the Facilities it is entitled to use (other than the Lease Operations) which:

25.1.1 may be or become a nuisance to the Landlord or the other tenants of the Facilities or cause damage to the Facilities; or

25.1.2 may cause another tenant of the Facilities to make deductions or claim self help costs under its lease with the Landlord.

and any liability under this Clause 25.125.1 shall be reduced by any amount which the Landlord and / or FundCo recovers or would have recovered under any insurance policy having (a) diligently and fully pursued any claim (b) complied with the requirements of the Headlease in relation to insurance and of the insurance policy (c) exhausted all means of recovery under the insurance policy and (d) (in the case of Fund Co) obtained the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to any compromise reached in relation to the claim which amount, to avoid doubt, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.¹⁰

25.2 The Tenant shall not permit any new window light opening doorway path passage drain or other encroachment right or easement to be made or acquired into against or upon the Underlet Premises and in the event that any such window light opening doorway path passage drain or other encroachment shall be made or attempted to be made or any such right or easement attempted to be acquired the Tenant shall give notice thereof to the Landlord and FundCo promptly upon becoming aware of the same and shall permit the Landlord and FundCo and its surveyors servants and agents to enter the Underlet Premises to ascertain the nature of such encroachment or easement and at the request and cost of the Landlord and/or FundCo to adopt such means as may be required or deemed proper by the Landlord and/or FundCo for preventing any such encroachment or the acquisition of any such easement provided to do so does not interfere materially with the Tenant's use and enjoyment of the Underlet Premises for the Permitted Use.

25.3 The Tenant shall not give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Underlet Premises by the consent of that third party nor pay to any third party any sum of money nor enter into any agreement with any third party for the purpose of inducing or binding that third party to abstain from obstructing the access of light to any of the windows or openings in the Underlet Premises and if any of the owners of adjacent or neighbouring land or buildings do or threaten to do anything which obstructs the access of light to any of the windows or openings in the Underlet Premises the Tenant shall notify the Landlord promptly upon becoming aware of the same and at the request and cost of the Landlord shall permit the Landlord and/or FundCo if necessary to bring all such actions as it may think fit in the name of the Tenant against any of the owners of the adjacent or neighbouring land or buildings in respect of such obstruction of the access of light.

25.4 The Tenant shall take all appropriate and reasonable steps in accordance with good estate management practice to keep the Underlet Premises secure whilst they are wholly or substantially vacant, in particular outside of Normal Working Hours.

26 YIELD UP

The Tenant shall yield up the Underlet Premises and hand over all keys relating to the Underlet Premises at the determination of the Term in accordance with the covenants contained in this Lease having removed all tenant's or trade fixtures (making good at the expense of the Tenant nevertheless any damage to the Underlet Premises caused by such removal to the reasonable satisfaction of the Landlord) and all furniture fittings papers and refuse of the Tenant and every moulding sign writing or painting of the name or business of the Tenant or other occupiers of the Underlet Premises.

27 DAMAGE

¹⁰ This wording should be carefully checked and flowed down exactly as per the wording in the LPA as the corresponding wording differs between the different versions of the standard form LPA.

- 27.1 The Tenant shall not cause or permit damage to the Premises arising from any deliberate or negligent act or omission during the Term.
- 27.2 The Tenant shall keep the Underlet Premises clean and tidy at all times to a standard appropriate to the designated use of the area¹¹.
- 27.3 In complying with Clause 27.227.2 above, the Tenant shall:¹²
- 27.3.1 use methods and materials appropriate to the surfaces, furniture, fixtures, equipment and areas to be cleaned; and
- 27.3.2 comply with manufacturers' guidelines (relating to such furniture, fixtures, equipment and areas) supplied to the Tenant, but only insofar as necessary to avoid invalidation of any related manufacturers warranties and (in either case) so as not to cause damage to the [Site[[Premises]¹³ and the Facilities.

28 SIGNS

The Tenant shall not affix place or exhibit or permit or suffer to be affixed placed or exhibited to or upon the exterior of any part of the Underlet Premises or to or through any windows or to or upon any boundary wall rail or fence at the Underlet Premises any sign placard poster signboard or other advertisement save as may have been previously approved in writing by the Landlord and FundCo such approval not to be unreasonably withheld or delayed.

29 PLANNING

In relation to the Planning Acts the Tenant shall:

- 29.1 at all times during the Term not act in a manner which shall constitute a breach of the Planning Acts so far as they relate to occupation and use of the Underlet Premises;
- 29.2 give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for any order made given or issued to the Tenant by any third party or competent authority under or by virtue of the Planning Acts or the Party Wall Act 1996 affecting the Underlet Premises promptly upon receipt of the same by the Tenant and if so required by the Landlord to produce the original of such notice order or proposal to the Landlord;
- 29.3 at the request and cost of the Landlord and/or FundCo make or join with the Landlord and/or FundCo in making such objection or representation against or in respect of any proposal for such a notice or order as the Landlord and/or FundCo may reasonably require; and
- 29.4 not without the consent of the Landlord and FundCo (such consent not to be unreasonably withheld or delayed) enter into any agreement under Section 106 of the Town and Country Planning Act 1990.

30 COSTS

The Tenant shall pay to the Landlord on demand all costs charges expenses damages and losses (including without prejudice to the generality of the foregoing solicitors' costs counsel's architects' surveyors' and other professional fees and commission payable to a bailiff) properly incurred by the Landlord (acting reasonably) in connection with:

- 30.1 the preparation and/or service of any notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture for any breach is avoided otherwise than by relief granted by the Court;

¹¹ Consider local arrangements and if Clause required.

¹² Consider local arrangements and if Clause required.

¹³ Delete to correspond with relevant reference in the LPA.

- 30.2 the enforcement of any of the covenants on the part of the Tenant and the conditions in this Lease whether during or after the termination of the Term; and
- 30.3 any application for Landlord's consent under this Lease whether or not the same is given or the application withdrawn.

PART E : LANDLORD'S OBLIGATIONS

31 COVENANT

31.1 The Landlord covenants to:

- 31.1.1 comply with its obligations contained in this Lease including, without limitation, those set out in this Part E;
- 31.1.2 use all reasonable endeavours to ensure that FundCo complies with its obligations contained in the Headlease so far as they relate to the Underlet Premises; and
- 31.1.3 pay the rent reserved by the Headlease and to perform so far as the Tenant is not liable for such performance under Clause 4.2 the covenants and conditions on the part of the tenant contained in the Headlease.

32 QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant paying the rents reserved by this Lease and performing and observing the covenants on the part of the Tenant contained in this Lease shall and may peaceably and quietly hold and enjoy the Underlet Premises from the date of this Lease during the remainder of the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

32A NOT USED

33 NOT USED.

34 PROVISION OF THE SERVICES AND THE LEASE OPERATIONS

34.1 NOT USED

34.2 NOT USED

FundCo Services Changes

34.3 The Tenant acknowledges that FundCo may, under clause 34.3 of the Headlease, at any time submit to the Tenant's Representative in accordance with schedule 13 of the Headlease proposals for amendments to or substitution for the Method Statements or any part of them. If there is no comment on such proposed amendment or substitution (on the grounds set out in paragraph 3.1.2 of schedule 13 of the Headlease), then the Method Statements as so amended or substituted shall be the Method Statements for the purposes of this Lease, subject to any further amendment or substitution to which there has been no comment in accordance with schedule 13 of the Headlease.

34.4 To avoid doubt, an amendment to or substitution for the Method Statements proposed pursuant to Clause 34.3 shall not be a Qualifying Variation entitling FundCo or the Landlord to any payment (or other compensation) or to any relief from the performance of its obligations under this Lease.

No disruption

34.5 The Landlord shall use all reasonable endeavours to ensure that FundCo performs the Services so as to co-ordinate with the Tenant's operations at the Underlet Premises and to take all reasonable care to ensure that it does not interfere with the operations of the Tenant.

34.6 NOT USED

34.7 NOT USED

34A NOT USED

35 MAINTENANCE

Programmed Maintenance Works

The Landlord shall keep the Tenant informed of, and of changes to, the Schedule of Programmed Maintenance for each Contract Year following the receipt of such information by the Landlord pursuant to clause 35 of the Headlease

36 NOT USED

[36A EXCUSING CAUSES

The Tenant will take all reasonable steps to ensure that it does not do or omit to do or permit to be done any act or omission which leads to an Excusing Cause (as defined in the Headlease) occurring and to FundCo seeking relief under clause 36A of the Headlease and the Tenant shall indemnify and keep the Landlord indemnified against all Direct Losses sustained by the Landlord as a result of a breach of this clause 36A by the Tenant.]¹⁴

37 INSURANCE

37.1 NOT USED

37.2 NOT USED

37.3 NOT USED

37.4 NOT USED

Subrogation and Vitiating

37.5 The Landlord shall use all reasonable endeavours to ensure that FundCo:

37.5.1 procures that all policies of insurance to be effected by it pursuant to clause 37 of the Headlease [(other than those referred to in paragraph 3 of part 1 of schedule 8 of the Headlease and paragraph 2 of part 2 of schedule 8 of the Headlease)]¹⁵ shall contain a provision to the effect that the insurers have agreed to waive all rights of subrogation against the Tenant (and all Tenant Parties other than contractors or subcontractors of the Tenant who are not contractors or subcontractors performing medical or other similar services) save to the extent that the Tenant has vitiated the policy by a deliberate act or omission; and

37.5.2 where FundCo is obliged to effect insurance under clause 37 of the Headlease [(other than those referred to in paragraph 3 of part 1 of schedule 8 of the Headlease and paragraph 2 of part 2 of schedule 8 of the Headlease)]¹⁶, does not bring any claim or action against the Tenant (or any Tenant Party other than contractors or subcontractors of the Tenant who are not contractors or subcontractors performing medical or other similar services) in respect of any loss or damage in circumstances where FundCo could recover such loss or damage under such insurance (whether or not such insurance has in fact been effected or,

¹⁴ Include where clause 36A appears in LPA.

¹⁵ Include round brackets where wording appears in LPA.

¹⁶ Include round brackets where wording appears in LPA.

if effected, has been vitiated as a result of any act or omission of FundCo (or any FundCo Party), including but not limited to non-disclosure or under-insurance);

provided that, to avoid doubt, this sub-Clause shall not by itself prevent FundCo and/or the Landlord from claiming against the Tenant (or any Tenant Party) for any loss or damage not covered because of the level of deductibles under such insurance permitted by the Headlease or to the extent such loss or damage exceeds the maximum of such insurance required by the Headlease.

- 37.6 Neither party shall take any action or fail to take any reasonable action or (in so far as it is reasonably within its power) permit or allow others to take or fail to take any action (including failure to disclose any fact) as a result of which any of the Insurances may be rendered void, voidable, unenforceable or suspended or impaired in whole or in part or which may otherwise render any sum paid out under any relevant policy repayable in whole or in part.

Evidence of the Insurances

37.7 NOT USED

37.8 NOT USED

- 37.9 The Landlord shall (subject to FundCo supplying the same to the Landlord under clause 37.9 of the Headlease) supply the Tenant with copies of every policy of Insurance relating to the Underlet Premises and the Facilities (or such other evidence of the Insurances as may be reasonably required as soon as it is available, together with evidence of payment of the premiums and evidence of any excess payable thereunder.

Acceptance and compliance

- 37.10 The supply to the Tenant of any draft insurance policy or certificate of insurance or other evidence of compliance with this Clause 37 shall not imply acceptance by the Tenant that the extent of insurance cover is sufficient and its terms are satisfactory or in respect of any risks not insured against, that the same were Uninsurable Risks.

37.11 NOT USED

37.12 NOT USED

37.13 NOT USED

37.13A NOT USED

Damage or Destruction

- 37.14 In the event that the Underlet Premises are rendered inaccessible or unfit for use or occupation by the Tenant for the Permitted Use the Underlease Payment for any Contract Month shall be suspended or abated by the sum which is equal to the deductions received by the Landlord for that Contract Month in respect of the part of the Lease Payment relating to the Underlet Premises PROVIDED THAT:

37.14.1 the Landlord shall in its discretion (acting reasonably) determine the extent of the deductions relating to the Underlet Premises; and

37.14.2 subject to any other express right of the Tenant pursuant to this Lease the sole remedy of the Tenant in respect of an Availability Failure and / or the Underlet Premises being rendered inaccessible or unfit for use or occupation by the Tenant for the Permitted Use shall be its right under this Clause 37.14;

37.14.3 NOT USED

37.15 If the circumstances provided for in the Headlease arise so that the Landlord's right to terminate the Headlease pursuant to clause 37.15 of the Headlease becomes exercisable:

37.15.1 the Tenant may request the Landlord in writing to exercise the Landlord's right to terminate the Headlease pursuant to clause 37.15 of the Headlease

37.15.2 within 10 Business Days of receipt of the notice served by the Tenant under Clause 37.15 the Landlord shall either:

(a) exercise its right to terminate the Headlease pursuant to clause 37.15 of the Headlease whereupon this Lease shall terminate automatically; or

(b) if the Landlord does not wish to terminate the Headlease then the Landlord shall notify the Tenant accordingly and the Tenant may then terminate this Lease by serving written notice on the Landlord with immediate effect

PROVIDED THAT the termination of this Lease under this Clause 37.1537.15 will take place without prejudice to any and all rights then subsisting between the parties.

Right to Insurance Moneys on Frustration

37.16 NOT USED

Uninsurable Risks

37.17 The Landlord shall notify the Tenant promptly on becoming aware of an Uninsurable Risk or on being notified by FundCo of an Uninsurable Risk.

38 ALIENATION BY THE LANDLORD

The Landlord shall not assign, transfer or otherwise dispose of or deal with its reversionary interest in this Lease or any part thereof save in accordance with clause 23 of the Headlease.

39 NOT USED

40 NOT USED

41 NOT USED

PART F: FLEXIBILITY

42 NOT USED

PART G : TERMINATION

43 BREAK RIGHTS

43.1 If the Headlease should expire or otherwise be terminated this Lease shall cease and determine immediately.

43.2 If the Service Contract shall expire or otherwise be terminated the Landlord may terminate this Lease with immediate effect by giving written notice to the Tenant.

43.3 If the Service Contract shall expire or otherwise be terminated or if the Tenant anticipates that the Service Contract will expire or be terminated (whether by the Tenant or any other party) then subject to clause [43.5] the Tenant may terminate this Lease on the Service Contract Break Date by serving a Service Contract Break Notice on the Landlord.

- 43.4 [Subject to clause [43.5] the Tenant may terminate this lease on the Break Date by serving a Break Notice [at any time [after the [] anniversary of the date of this Lease] on the Landlord.]¹⁷
- 43.5 A [Break Notice or] Service Contract Break Notice served by the Tenant shall be of no effect if, at the [Break Date or] Service Contract Break Date [as the case may be]]:
- 43.5.1 the Tenant has not paid in cleared funds any part of the Underlease Payment or any VAT in respect of it which was due to have been paid; or
- 43.5.2 the Tenant remains in occupation of any part of the Underlet Premises; or
- 43.5.3 there are any continuing subleases of the Underlet Premises.¹⁸
- 43.6 Subject to clause [43.5], following service of a [Break Notice or a] Service Contract Break Notice this lease shall terminate on the [Break Date or the] Service Contract Break Date.
- 43.7 Termination of this Lease pursuant to this clause 43 shall be without prejudice to any claim by either party in respect of any antecedent breach of covenant by the other.

44 RE-ENTRY

If the Underlease Payment or any part of it is at any time unpaid after the due date for payment or if any of the covenants on the part of the Tenant in this Lease are not performed or observed or if the Tenant being a company enters into administration or liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or being an individual commits any act of bankruptcy or if a receiver is appointed of the Tenant's undertaking or if the Tenant enters into an agreement or makes any arrangement with creditors for the liquidation of the debts of the Tenant by composition or otherwise or suffers any process of execution (or similar process) to be levied on the goods of the Tenant then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Underlet Premises or any part of the same in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights and remedies of either party in respect of any antecedent and subsisting claim or breach of covenant.

PART H : MISCELLANEOUS

45 INDEMNITIES

Landlord indemnities to the Tenant

- 45.1 The Landlord shall indemnify and keep the Tenant indemnified at all times from and against all Direct Losses sustained by the Tenant in consequence of:
- 45.1.1 any physical loss of or damage to Tenant Assets arising by reason of any act or omission of the Landlord or any Landlord Party or FundCo (but where FundCo, only to the extent that the Landlord recovers the same from FundCo pursuant to clause 45 of the Headlease having used all reasonable endeavours to do so) save to the extent that such loss or damage arises out of the breach of any express provision of this Lease by the Tenant or any Tenant Party or any deliberate act or omission of the Tenant or any Tenant Party; and
- 45.1.2 any loss of or damage to property or assets of any third party arising by reason of any act or omission of the Landlord or any Landlord Party or FundCo (but where FundCo, only to the extent that the Landlord recovers the same from FundCo pursuant to clause 45 of the Headlease having used all reasonable endeavours to do so) save to the extent that such loss or damage arises out of the breach of any express provision of this Lease by the

¹⁷ Include if the heads of terms include an additional break date. Amend as necessary for a fixed or rolling break date.

¹⁸ Clause 43.5 and 43.6 should always be included and contain the Service Contract Break Notice and Service Contract Break Date wording. References to the Break Date and Break Notice should only be included where there is also an additional break right, whether rolling or fixed.

Tenant or any Tenant Party or any deliberate act or omission of the Tenant or any Tenant Party.

Provided that where the loss or damage referred to has been caused by a negligent act or omission of the Tenant or any Tenant Party then the Tenant shall be responsible for the deductibles under any policy of insurance required under the Headlease and any amount over the maximum amount insured under such insurance policy.

Tenant indemnities to Landlord and FundCo

45.2 The Tenant shall indemnify and keep the Landlord and FundCo indemnified at all times from and against all Direct Losses sustained by the Landlord and FundCo in consequence of:

45.2.1 any claim for, or in respect of, the death and/or personal injury of any employee of, or person engaged by, the Tenant or any Tenant Party notwithstanding any act or omission of the Landlord and/or FundCo or any Landlord Party and/or FundCo Party;

45.2.2 any claim for, or in respect of, the death and/or personal injury of any third party arising by reason of any act or omission of the Tenant or any Tenant Party in the course of the provision of the clinical and medical services at the Underlet Premises, negligent act or omission by the Tenant or any Tenant Party, breach of any express provision of this Lease by the Tenant or any Tenant Party or any deliberate act or omission of the Tenant or any Tenant Party, save to the extent caused (or contributed to) by any act or omission of the Landlord or FundCo or any Landlord Party or any FundCo Party;

45.2.3 any physical damage to any part of the Underlet Premises or the Facilities or any assets or other property of the Landlord or FundCo or any Landlord Party or FundCo Party arising by reason of any breach of any express provision of this Lease by the Tenant or any Tenant Party or any deliberate act or omission of the Tenant or any Tenant Party, save to the extent caused (or contributed to) by any act or omission of the Landlord or FundCo or any Landlord Party or FundCo Party; and

45.2.4 any loss of or damage to property or assets of any third party arising by reason of any breach of any express provision of this Lease by the Tenant or any Tenant Party or any deliberate act or omission of the Tenant or any Tenant Party, save to the extent caused (or contributed to) by any act or omission of the Landlord or FundCo or any Landlord Party or FundCo Party.

Provided that in the case of Clause 45.2.3 and 45.2.4:

(a) there shall be excluded from the indemnity given by the Tenant any liability for the occurrence of risks against which FundCo is bound to insure under the Headlease; and

(b) where the loss or damage referred to has been caused by any breach of any express provision of this Lease by the Tenant or any Tenant Party or by any deliberate act or omission of the Tenant or any Tenant Party or by a negligent act or omission by the Tenant or any Tenant Party then the Tenant shall be responsible for the deductible under any policy of insurance required under this Lease and any amount over the maximum amount insured under such insurance policy.

Conduct of claims

45.3 This Clause 45.3 shall apply to the conduct, by a party from whom an indemnity is sought under this Lease, of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity. The party having, or claiming to have, the benefit of the indemnity is referred to as "the Beneficiary" and the party giving the indemnity is referred to as "the Indemnifier". Accordingly:

45.3.1 if the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification

under this Lease, the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within twenty (20) Business Days of receipt of the same;

- 45.3.2 subject to Clauses 45.3.3, 45.3.4 and 45.3.5 below, on the giving of a notice by the Beneficiary pursuant to Clause 45.3.1 above, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- 45.3.3 with respect to any claim conducted by the Indemnifier pursuant to Clause 45.3.2 above:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;
 - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute; and
 - (c) the Indemnifier shall not pay or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;
- 45.3.4 the Beneficiary shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Lease if:
- (a) the Indemnifier is not entitled to take conduct of the claim in accordance with Clause 45.3.2 above; or
 - (b) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within twenty (20) Business Days of the notice from the Beneficiary under Clause 45.3.1 above or notifies the Beneficiary that it does not intend to take conduct of the claim; or
 - (c) the Indemnifier fails to comply in any material respect with the provisions of Clause 45.3.3 above;
- 45.3.5 the Beneficiary shall be free at any time to give notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which clause 45.3.2 above applies. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this Clause 45.3.5, then the Indemnifier shall be released from any liability under its indemnity under Clause 45.1 or Clause 45.2 (as the case may be) and, without prejudice to any accrued liabilities, any liability under its indemnity given pursuant to clause 45.3.2 in respect of such claim;
- 45.3.6 if the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and

- (b) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the Beneficiary to pursue such recovery and that the Indemnifier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnifier exceeds any loss sustained by the Beneficiary (including for this purpose indirect or consequential losses or claims for loss of profits which are excluded by this Lease from being recovered from the Indemnifier); and

- 45.3.7 any person taking any of the steps contemplated by Clauses 45.3.1 – 45.3.5 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Lease.

Mitigation – indemnity claims

- 45.3.8 To avoid doubt the provisions of Clause 59 apply to any indemnity given under this Lease and any such indemnity shall not extend to Direct Losses which could have been reduced or avoided by the Beneficiary complying with the provisions of such Clause 59.

Taxation

- 45.4 If any payment by one party under an indemnity in this Lease is subject to income tax or corporation tax (or any tax replacing them) in the hands of the recipient, the recipient may demand in writing to the party making the payment that the payment shall be increased by such amount as would ensure that, after taking into account any such tax payable in respect of such additional amount, the recipient receives and retains a net sum equal to the amount it would have otherwise received had the payment not been subject to such tax. The party making the payment shall pay such additional amount within ten (10) Business Days of receipt of such demand.

Limitations

- 45.5 The indemnities under this Lease shall not apply and (without prejudice to the Tenant's rights under Schedule 10) there shall be no right to claim damages for breach of this Lease, in tort or on any other basis whatsoever to the extent that any loss claimed by either party is for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity or is a claim for consequential loss or for indirect loss of any nature ("Indirect Losses") suffered or allegedly suffered by either party.
- 45.6 Subject to any of the provisions relating to Tenant negligence in Clauses 45.1 and 45.2 the Tenant shall not be liable in tort to the Landlord or FundCo or any Landlord Party or FundCo Party in respect of any negligent act or omission of the Tenant or any Tenant Party relating to or in connection with this Lease.

46 CHANGE OF LAW AND COMPLIANCE WITH STATUTORY REQUIREMENTS

- 46.1 Following the occurrence of a Relevant Change in Law pursuant to clause 46 of the Headlease the Underlease Payment shall (in so far as the Relevant Change in Law relates to the Underlet Premises) be adjusted appropriately to reflect the extent to which any adjustment to the Lease Payment relates to the Underlet Premises

47 VARIATIONS

- 47.1 Subject to Clause 47.2, the Tenant may at any time procure the carrying out of Minor Alterations with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed provided always that such consent is conditional on the prior written consent of FundCo for the Minor Alterations. The Tenant must (through the Landlord) at the Landlord's option instruct FundCo to undertake any Minor Alteration for a price agreed in advance between the parties.

47.2

- 47.2.1 In determining its consent in accordance with Clause 47.1, the Landlord shall inform the Tenant whether FundCo considers that the Minor Alteration will result in increased cost to FundCo in providing the Services.
- 47.2.2 The parties will as soon as reasonably practicable agree whether there will be increased costs and, if so, the level of those costs. If the parties cannot agree within twenty (20) Business Days of the Tenant's application for consent under Clause 47.1, the matter shall be referred to the Dispute Resolution Procedure.
- 47.2.3 In determining whether there will be increased costs and, if so, the amount of such costs, the Landlord shall use all reasonable endeavours to ensure that FundCo acts reasonably, in good faith, on an open book basis and using all reasonable endeavours to minimise and mitigate such cost.

47.3 The Tenant shall indemnify the Landlord and FundCo against any increased costs referred to in Clause 47.2.1

Structural Alterations

47.4 The Tenant shall not be permitted to carry out Structural Alterations.

Service Alterations

47.5

47.5.1 In the event that the Landlord requests a Service Variation pursuant to clause 47.7 of the Headlease the Underlease Payment shall be adjusted to the same extent as the Lease Payment so far as the Service Variation relates to the Underlet Premises

48 FORCE MAJEURE

48.1 Subject to Clause 48.2 the party claiming relief shall be relieved from liability under this Lease to the extent that by reason of the Force Majeure it is not able to perform its obligations under this Lease.

48.2 Where a party is (or claims to be) affected by an event of Force Majeure:

48.2.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Lease, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform (or, in the case of the Landlord, use all reasonable endeavours to ensure FundCo complies with its obligations under clause 48 of the Headlease); and

48.2.2 it shall not be relieved from liability under this Lease to the extent that it is not able to perform, or has not in fact performed, its obligations under this Lease due to its failure (if any) to comply with its obligations under Clause 48.2.1.

48.3 The party claiming relief shall serve written notice on the other party within five (5) Business Days of it becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.

48.4 A subsequent written notice shall be served by the party claiming relief on the other party within a further five (5) Business Days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the party to perform (or, in the case of the Landlord, the ability of FundCo to perform under the Headlease), the action being taken in accordance with Clause 48.2, the date of the occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it (and/or its effects).

- 48.5 The party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and of when performance of its affected obligations can be resumed.
- 48.6 If, following the issue of any notice referred to in Clause 48.4, the party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (and/or any failure to perform), it shall submit such further information to the other party as soon as reasonably possible.

Modifications

- 48.7 The parties shall endeavour to agree any modifications to this Lease which may be equitable having regard to the nature of an event or events of Force Majeure. The Dispute Resolution Procedure shall not apply to a failure of the Landlord and Tenant to reach agreement pursuant to this sub-Clause.

Termination

48.8

- 48.8.1 The Landlord shall notify the Tenant within 5 Business Days of receipt by the Landlord of a notice terminating the Headlease served by FundCo pursuant to clause 48.8 of the Headlease
- 48.8.2 The Landlord shall notify the Tenant if it decides to exercise the option granted to the Landlord in clause 48.10 of the Headlease
- 48.8.3 In the event that the Headlease is terminated pursuant to clause 48.8 of the Headlease this Lease shall automatically cease and determine

49 DISPUTE RESOLUTION PROCEDURE

- 49.1 The Landlord and the Tenant shall endeavour to notify each other of any anticipated disputes so that any potential dispute can be avoided by negotiation between them.
- 49.2 Both parties shall endeavour to resolve any failures to agree matters or any disputes by direct negotiations between senior representatives of both parties.
- 49.3 Each party shall give serious consideration to the use of mediation if any dispute cannot be resolved by direct negotiation.
- 49.4 The parties shall resolve to determine a dispute which cannot be resolved otherwise by the means set out in Clause 49.5.
- 49.5 Either party may refer a dispute to adjudication. Subject to clauses 49.7 and 49.8, the adjudicator, in the absence of agreement between the parties, will be appointed by the President for the time being of the Chartered Institute of Arbitrators.
- 49.6 The decision of any adjudicator shall be binding on, and implemented by, the parties pending final determination of the relevant dispute by the English courts.
- 49.7 Where any dispute relates to any sum payable pursuant to or any matter at dispute under the Headlease, the parties agree that the adjudicator appointed under Clause 49.5 shall be the same adjudicator as that appointed under clause 49 of the Headlease and such adjudicator shall be asked to resolve the matter(s) in dispute under this Lease and the Headlease together.
- 49.8 For the avoidance of doubt, the Landlord shall not be obliged to pay any sums to nor make any allowance in respect of sums due from the Tenant under this Lease unless and until such sums or allowances are received or made to the Landlord under the equivalent terms of the Headlease.

50 NOTICES

50.1 All notices under this Lease shall be in writing and all certificates, notices or written instructions to be given under the terms of this Lease shall be served by sending the same by first class post or by hand, leaving the same at:

If to the Landlord: Community Health Partnerships Limited
Suite 12b, Manchester One,
53 Portland Street,
Manchester M1 3LD

If to the Tenant: []

50.2 Either party to this Lease may change its nominated address by prior written notice to the other party.

50.3 Notices given by post shall be effective upon the earlier of (i) actual receipt, and (ii) five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery.

51 AMENDMENTS

This Lease may not be varied except by a deed in writing duly executed by authorised representatives of the parties.

52 WAIVER

Any relaxation, forbearance, indulgence or delay (together "indulgence") of any party in exercising any right shall not be construed as a waiver of the right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that party or any other person).

53 NO AGENCY

Nothing in this Lease shall be construed as creating a partnership or as a contract of employment between the Tenant and the Landlord.

Save as expressly provided otherwise in this Lease, neither party shall be, nor be deemed to be, an agent of the other party and neither party shall hold itself out as having authority or power to bind the other party in any way.

54 ENTIRE AGREEMENT AND WARRANTIES

54.1 Except where expressly provided otherwise in this Lease, this Lease constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Lease.

54.2 Each of the parties acknowledge that:

54.2.1 it does not enter into this Lease on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a party to this Lease or not) except those statements or representations (if any) expressly repeated or referred to in this Lease and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Lease; and

54.2.2 this sub-Clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Lease which was induced by fraud, for which the remedies available shall be all those available under the law governing this Lease.

54.3 NOT USED

54.4 NOT USED

54.5 Subject to Clause 54.2.1 the Landlord shall not in any way be relieved from any obligation under this Lease nor shall it be entitled to claim against the Tenant on grounds that any information, whether obtained from the Tenant or otherwise (including information made available by the Tenant) is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

54.6 NOT USED

54.7 NOT USED

54.8 NOT USED

54.9 NOT USED

55 SEVERABILITY

If any provision of this Lease shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lease.

56 COUNTERPARTS

This Lease may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full original of this Lease for all purposes.

57 NOT USED

58 NO PRIVITY

58.1 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Lease is not intended to, and does not, give to any person who is not a party to this Lease any rights to enforce any provisions contained in this Lease except for:

58.1.1 any person to whom the benefit of this Lease is assigned or transferred in accordance with Clause 23; and

58.1.2 FundCo.

59 MITIGATION

Each of the Tenant and the Landlord shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant party is entitled to bring a claim against the other party or exercise any rights pursuant to this Lease.

60 NO IMPLIED RIGHTS

Nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement right or privilege whatsoever over or against the Facilities or any adjoining property of the Landlord or FundCo which might in any way restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property nor shall the Tenant be entitled to

compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development.

61 DUE DATES

If the Landlord (at the request of the Tenant) grants any concession as a result of which the Tenant is entitled to defer the payment of any monies due then for all purposes in connection with this Lease (and in particular in relation to section 17 of the Landlord and Tenant (Covenants) Act 1995) such monies shall be deemed to fall due on the subsequent date agreed between the Landlord and the Tenant pursuant to the concession in lieu of the earlier date.

62 NOT USED

63 GOVERNING LAW AND JURISDICTION

63.1 This Lease shall be considered as a contract made in England and Wales and shall be subject to the laws of England and Wales.

63.2 Subject to the provisions of the Dispute Resolution Procedure, both parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Lease and irrevocably submit to the jurisdiction of those courts.

64 NOT USED

65 PERSONAL DATA

65.1 The Landlord undertakes to the Tenant that it shall comply with the obligations of a "data controller" under the provisions of the GDPR and the Data Protection Act 2018.

65.2 The Landlord may request and process Personal Data from any parties to this Lease.

65.3 The Landlord may, in particular, need to process Personal Data to carry out its obligations or exercise its rights under this Lease and Headlease, or to comply with its regulatory and statutory obligations or exercise its statutory rights.

65.4 The Landlord may process Personal Data in accordance with one or more of the following lawful bases as set out in Article 6 of the GDPR:

- (a) The data processing is necessary for the performance of a contract to which the Data Subject is a party (where the tenant is a natural person).
- (b) The data processing is necessary to allow the Landlord to pursue legitimate interests in relation to the provision of services in accordance with this Lease or Headlease.

65.5 The Landlord will only process Personal Data to such an extent as is necessary and proportionate to achieve the purpose set out in Clause 65.4.

65.6 The Landlord reserves the right to share any Personal Data processed in accordance with this Lease with its employees, agents and third parties, in accordance with data protection law.

65.7 The Landlord will ensure there is a written data processing agreement in place with any Data Processor which is used to process Personal Data.

65.8 The Landlord undertakes it will make reasonable efforts to ensure any party with which data is shared complies with their obligations under the GDPR and the Data Protection Act 2018 and has appropriate technical and organisational measures in place to prevent unauthorised or unlawful processing of Personal Data.

65.9 The Landlord undertakes to store Personal Data only for as long as is necessary to comply with its statutory, contractual and regulatory obligations and in accordance with its policy relating to records retention and to subsequently securely and confidentially destroy such Personal Data.

65.10 The Landlord undertakes it will not transfer any Personal Data outside the European Economic Area unless that transfer is made lawful in accordance with the relevant provisions in GDPR.

66 CONFIDENTIALITY

Confidential Information

66.1 The parties agree that the provisions of this Lease shall, subject to Clause 66.2 below, not be treated as Confidential Information and may be disclosed without restriction.¹⁹

66.2 [Clause 66.1 above shall not apply to provisions of this Lease designated as Commercially Sensitive Information and listed in part 1 of schedule 23²⁰ of the Headlease (Commercially Sensitive Information) which shall, subject to Clause 66.4, be kept confidential for the periods specified in that Part.]²¹

66.3 The parties shall keep confidential all Confidential Information received by one party from the other party relating to this Lease, the Headlease, the Ancillary Documents or the Project and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

Permitted disclosure

66.4 Clauses 66.1 and 66.3 shall not apply to:

66.4.1 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Lease for the performance of those obligations;

66.4.2 any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this Clause 66;

66.4.3 any disclosure to enable a determination to be made under Clause 49 (Dispute Resolution Procedure) or in connection with a dispute between FundCo and any of its subcontractors;

66.4.4 any disclosure which is required pursuant to any Law or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;

66.4.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

66.4.6 any provision of information to the parties' own professional advisers or insurance advisers or insurers or to the Funders or the Funders' professional advisers or insurance advisers or, where it is proposed that a person should or may provide funds (whether directly or indirectly and whether by loan, equity participation or otherwise) to FundCo to enable it to carry out its obligations under the Headlease, or may wish to acquire shares in FundCo in accordance with the provisions of the Headlease to that person or their respective professional advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;

66.4.7 NOT USED

¹⁹ Where 66.2 is not used, remove 'subject to...'

²⁰ The schedule reference should be checked as it differs between the different versions of the standard form LPA.

²¹ Only use if LPA includes. Not all versions of LPA include this provision.

- 66.4.8 any property registration required;
- 66.4.9 any disclosure of information by the Tenant to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to the Tenant for any purpose related to or ancillary to this Lease;
- 66.4.10 any disclosure for the purpose of:
 - (a) the examination and certification of the Tenant's or the Landlord's accounts;
 - (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Tenant has used its resources;
 - (c) complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance; or
 - (d) (without prejudice to the generality of Clause 66.4.4 above) compliance with the FOIA and/or the Environmental Information Regulations;
 - (e) disclosure pursuant to Clause 66.13 (Department of Health and Social Care Disclosure);

provided that, to avoid doubt, neither Clause 66.4.10(d) nor Clause 66.4.4 above shall permit disclosure of Confidential Information otherwise prohibited by Clause 66.3 (Confidential Information) where that information is exempt from disclosure under section 41 of the FOIA.

- 66.5 Where disclosure is permitted under Clause 66.4 (Permitted Disclosure), other than under Clauses 66.4.2, 66.4.4, 66.4.5, 66.4.8 and 66.10, the party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Lease.
- 66.6 the Landlord shall not make use of this Lease or any information issued or provided by or on behalf of the Tenant in connection with this Lease otherwise than for the purpose of this Lease, except with the written consent of the Tenant.
- 66.7 Where the Landlord, in carrying out its obligations under this Lease, is provided with information relating to patients or service users of the Facilities or any Tenant Party, the Landlord shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Landlord has sought the prior written consent of that person and has obtained the prior written consent of the Tenant.
- 66.8 On or before the expiry of the Term, the Landlord shall ensure that all documents or computer records in its possession, custody or control, which contain information relating to any patient or service user of the Facilities or Tenant Party are delivered up to the Tenant.
- 66.9 The parties acknowledge that the National Audit Office has the right to publish details of this Lease (including Commercially Sensitive Information) in its relevant reports to Parliament.
- 66.10 The provisions of this Clause 66 are without prejudice to the application of the Official Secrets Acts 1911 to 1989.

Announcements

- 66.11 Unless otherwise required by any Law or any regulatory or governmental authority (but only to that extent), neither party shall make or permit or procure to be made any public announcement or disclosure (whether for publication in the press, the radio, television screen or any other medium) of any Confidential Information or in the case of the Landlord of its (or any the Landlord Party's) interest in the Project or, in any such case, any matters relating thereto, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed).

*Department of Health and Social Care Disclosure*²²

- 66.12 Subject to Clause 66.13, where the Tenant is an NHS body, the Tenant shall be free to disclose the terms of this Lease, to the Department of Health and Social Care and/or HM Treasury and the parties agree that the Tenant shall be free to use and disclose such information on such terms and in such manner as the Department of Health and Social Care and/or HM Treasury see fit.
- 66.13 The Tenant shall notify the Landlord in writing not less than ten (10) Business Days prior to any intended disclosure of the terms of any of the documents referred to in Clause 66.13 to the Department of Health and Social Care and/or HM Treasury. The Landlord shall notify the Tenant in writing of any terms of such documents (the "Sensitive Information") that the Landlord objects to being disclosed within five (5) Business Days of any such notification by the Tenant (failing which the Landlord shall be deemed to have notified the Tenant that it has no objection to any such disclosure). Without prejudice to the Tenant's right to disclose the Sensitive Information pursuant to Clause 66.7, the Tenant shall consult with the Landlord following receipt of a notification from the Landlord that it objects to disclosure of such Sensitive Information with a view to agreeing whether or not part or all of the Sensitive Information can be removed from the information to be disclosed.

67 FREEDOM OF INFORMATION²³

- 67.1 The Landlord acknowledges that where the Tenant is subject to the requirements of the FOIA and the Environmental Information Regulations the Landlord shall facilitate the Tenant's compliance with its Information (for the purposes of this Clause 67 "Information" has the meaning given under Section 84 of the Freedom of Information Act 2000) disclosure requirements pursuant to the same in the manner provided for in Clauses 67.2 to 67.8.
- 67.2 Where the Tenant is subject to the requirements of the FOIA and receives a Request for Information in relation to Information that the Landlord is holding on its behalf and which the Tenant does not hold itself the Tenant shall refer to the Landlord such Request for Information that it receives as soon as practicable and in any event within five (5) Business Days of receiving a Request for Information and the Landlord shall:
- 67.2.1 provide the Tenant with a copy of all such Information in the form that the Tenant requires as soon as practicable and in any event within ten (10) Business Days (or such other period as the Tenant acting reasonably may specify) of the Tenant's request; and
 - 67.2.2 provide all necessary assistance as reasonably requested by the Tenant in connection with any such Information, to enable the Tenant to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 67.3 Following notification under Clause 67.2, and up until such time as the Landlord has provided the Tenant with all the Information specified in Clause 67.2.1 the Landlord may make representations to the Tenant as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Tenant shall be responsible for determining at its absolute discretion:
- 67.3.1 whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;
 - 67.3.2 whether Information is to be disclosed in response to a Request for Information, and
- in no event shall the Landlord respond directly, to a Request for Information unless expressly authorised to do so by the Tenant.

²² References to "Department of Health and Social Care" should be amended to the relevant Government department where the Tenant is a Local Authority.

²³ This clause should only be included where the tenant is a public sector body.

- 67.4 The Landlord shall ensure that all Information held on behalf of the Tenant is retained for disclosure for at least the number of years (from the date it is acquired) specified in the Tenant's policy relating to records retention and shall permit the Tenant to inspect such Information as requested from time to time.
- 67.5 Where the Tenant is subject to the obligations of the FOIA the Landlord shall transfer to the Tenant any Request for Information received by the Landlord as soon as practicable and in any event within two (2) Business Days of receiving it.
- 67.6 The Landlord acknowledges that any lists provided by it listing or outlining Confidential Information are of indicative value only and that the Tenant may nevertheless be obliged to disclose Confidential Information in accordance with Clause 67.3.
- 67.7 In the event of a request from the Tenant pursuant to Clause 67.2, the Landlord shall as soon as practicable, and in any event within five (5) Business Days of receipt of such request, inform the Tenant of the Landlord's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Tenant under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Tenant's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the "Appropriate Limit") the Tenant shall inform the Landlord in writing whether or not it still requires the Landlord to comply with the request and where it does require the Landlord to comply with the request the ten (10) Business Days period for compliance shall be extended by such number of additional days for compliance as the Tenant is entitled to under Section 10 of the FOIA. In such case, the Tenant shall notify the Landlord of such additional days as soon as practicable after becoming aware of them and shall reimburse the Landlord for such costs as the Landlord incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.
- 67.8 The Landlord acknowledges that (notwithstanding the provisions of Clause 66 (Confidentiality)) the Tenant may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 (the "Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Landlord or the Project:
- 67.8.1 in certain circumstances without consulting with the Landlord; or
- 67.8.2 following consultation with the Landlord and having taken its views into account,
- provided always that where Clause 67.8.1 above applies the Tenant shall, in accordance with the recommendations of the Code, draw this to the attention of the Landlord prior to any disclosure.

68 [DISASTER PLAN]

- 68.1 [The parties shall comply with the provisions of the disaster plan, a copy of which is annexed to this Lease as Attachment [].
- 68.2 The parties shall liaise with each other in order periodically to review and update the disaster plan.]

69 TENANT'S COMPLIANCE WITH LAWS

- 69.1 The Tenant shall comply with all laws relating to the Premises and the Tenant's use and occupation of the Premises (save to the extent that such compliance is the responsibility of the Landlord).
- 69.2 The Tenant shall comply with such regulations as the Landlord shall make (acting in accordance with the principles of good estate management) from time to time and notify to the Tenant in connection with the Tenant's use of the Underlet Premises and any areas over which the Tenant is granted rights by this Lease.

IN WITNESS WHEREOF the parties have executed this Lease as a Deed the day and year first above written

SCHEDULE 1 - DEFINITIONS AND INTERPRETATIONS

1 DEFINITIONS

1.1 In this Lease, unless the context otherwise requires, the following expressions shall have the following meanings:

[APMS Provider means an alternative provider of medical services operating under an APMS contract;]

Ancillary Documents has the meaning given in the Headlease;

Available has the meaning given in schedule 10 of the Headlease;

Availability Failure has the meaning given in the Headlease;

[Break Date means *[[insert date]]*²⁴ [a date which is at least [] months after the date of the Break Notice]²⁵;

Break Notice means [written notice served not less than [] months prior to the Break Date]²⁶ [written notice to terminate this Lease specifying the Break Date]²⁷;

Business Day means a day other than a Saturday, Sunday or a bank holiday in England;

[Commercially Sensitive Information has the same meaning as contained in the Headlease];²⁸

Common Areas means those areas within the Premises designated by the Landlord from time to time for common use including but not limited to toilets, corridors and any such areas that the Landlord may designate from time to time;

Conducting Media means all gas and water pipes water tanks cisterns drains sewers watercourses pumps electric and communication wires and cables ducts gutters waste pipes conduits chimney flues meters and other similar media now or at any time providing services to or under any part of the Facilities whether for drainage gas water electricity telephone television or any other service provided to or in or on the Facilities;

Confidential Information means:

(a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 and GDPR [and

(b) Commercially Sensitive Information]²⁹

Contract Month means a calendar month, except for the first contract month which is the period from the Payment Commencement Date to the last day of the calendar month in which the Payment Commencement Date falls, and the last contract month which is the period from the first day of the calendar month in which expiry or termination occurs to the date of expiry or termination of this Lease;

²⁴ Insert date for a fixed break date and delete for a rolling break.

²⁵ Include for a rolling break, specifying the notice period, and delete for a fixed break date.

²⁶ Include for a fixed break date, specifying the notice period, and delete for a rolling break.

²⁷ Include for a rolling break and delete for a fixed break date.

²⁸ Delete if not used in the LPA

²⁹ Delete reference to Commercially Sensitive Information if definition doesn't appear in LPA

Contractor means [] engaged by FundCo to carry out the Works and any substitute design and/or building contractor or other contractor engaged by or on behalf of FundCo as may be permitted by the terms of the Headlease and/or the Funder's Direct Agreement;

Contract Year means the period from the Payment Commencement Date to the following 31 March and subsequently each period of 12 calendar months commencing on 1 April, until the final Contract Year which is the period from the 1 April prior to the date of expiry of the Term to the expiry of the Term;

Daily Payment means in respect of any day the Tenant Payment applicable on that day pursuant to paragraph 1.1.2 of Schedule 10 divided by the number of days in the Contract Year in which that day falls;

Data Processor has the meaning given in Art4(8) GDPR;

Data Subject has the meaning given in s3(5) of the Data Protection Act 2018;

[**Deed of Surrender of Part** means the deed of surrender of part in the form annexed hereto as **Appendix 1**]

Default Interest Rate means 2% above LIBOR;

Delivery Date means the date being five (5) Business Days after the start of a Contract Month;

Design Data means all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the design, construction, testing and/or operation of the Underlet Premises;

Direct Losses means, subject to the provisions of Clause 45.5, all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Dispute Resolution Procedure means the procedure set out in Clause 49;

Facilities has the meaning given in Schedule 1 of the Headlease;

Fixed Telecoms Costs means:

- (a) all standing charges assessed on the Premises including the Underlet Premises for the provision of telecoms services including but not limited to line rental charges and including ISDN lines for 'choose and book';
- (b) the capital cost incurred by the Landlord in procuring or providing telecoms equipment to be used in the Premises and the Underlet Premises;
- (c) the costs incurred by the Landlord in maintaining servicing and repairing the telecoms equipment to be used in the Premises and the Underlet Premises

FOIA means the Freedom of Information Act 2000;

Force Majeure means any of the following events or circumstances:

- (a) war, civil war, armed conflict or terrorism; or
- (b) nuclear contamination unless in any case FundCo and/or any FundCo Party is the source or cause of the contamination; or
- (c) chemical or biological contamination of the Works and/or the Underlet Premises and/or the Premises from any of the events referred to in paragraph (a) above; or

(d) pressure waves caused by devices travelling at supersonic speeds;

which directly causes (i) either party to be unable to comply with all or a material part of its obligations under this Lease and/or (ii) the Landlord or FundCo to be unable to comply with all or a material part of its obligations under the Headlease;

Functional Area has the meaning given in the Headlease;

FundCo means [] or the landlord under the Headlease for the time being;

FundCo's Help Desk means the help desk facilities referred to in schedule 10 of the Headlease;

FundCo Party means any of FundCo's agents and contractors (including without limitation the Contractor and the Service Providers) and its or their subcontractors of any tier and its or their directors officers employees and workers in relation to the Project and "FundCo Parties" shall be construed accordingly;

Funders means all or any of the persons who provide financing or funding in respect of the Lease Operations under the Funding Agreements including and, where the context so permits, prospective financiers or Funders;

Funder's Direct Agreement means the agreement entered into simultaneously with the date of the Headlease between FundCo the Funders and the Landlord;

Funding Agreements means all or any of the agreements or instruments to be entered into by FundCo relating to the financing of the Lease Operations (including the Initial Funding Agreements and any agreements or instruments to be entered into by FundCo relating to the rescheduling of their indebtedness or the refinancing of the Lease Operations);

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation);

Government means the government of the United Kingdom;

[GP³⁰ means a person who is registered as a fully registered medical practitioner with the General Medical Council under the provisions of the Medical Act 1983 or any subsequent or similar legislation;]

Headlease means the lease of the Premises granted by FundCo to [] dated the [];

[Helpdesk has the meaning given in schedule 10 of the Headlease;]³¹

Indirect Losses has the meaning given in Clause 45.5;

Information has the meaning given under Section 84 of the Freedom of Information Act 2000;

Initial Funding Agreements has the meaning given in the Headlease;

Insurance Cost means the Tenant's Proportion of the cost of taking out and maintaining the insurances set out in paragraph 1 of part 2 of schedule 8 of the Headlease incurred by FundCo from time to time, after deducting agency or other commission paid or allowed to FundCo;

Insurances means, as the context requires, all or any of the insurances required to be maintained by FundCo pursuant to the Headlease;

³⁰ Delete for non-GP uLPA.

³¹ Include ONLY if using Schedule 10 version 5.

IT means information technology systems, hardware and software;

Landlord's Title means the covenants and other encumbrances affecting the Landlord's title to the [Site][Premises] and FundCo's title to the [Site][Premises] as more particularly set out in Part 3 of Schedule 2 to this Lease³²;

Landlord Party means any of the Landlord's agents and contractors and its or their subcontractors of any tier and its or their directors officers employees and workers in relation to the Project and "Landlord Parties" shall be construed accordingly;

Law means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any applicable guidance, direction or determination with which FundCo and/or the Tenant and/or the Landlord is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Landlord by the Tenant; and
- (d) any applicable judgement of a relevant court of law which is a binding precedent in England and Wales,

in each case in force in England and Wales;

Lease means this lease;

Lease Operations means the carrying out of the Works the management and provision of the Services and the performance of all other obligations of FundCo under the Headlease;

Lease Payment means the payment for managed accommodation and associated Services in each Contract Month as set out in paragraph 1.1 of schedule 10 of the Headlease;

LIBOR means the rate per annum determined by Barclays Bank plc to be the offered rate for six months sterling deposits in the London interbank market which appears on Telerate Page 3750 (or such other page as may replace that page on the Dow Jones Telerate Service);

Method Statements means the method of providing a Service as set out or identified in part 2 of schedule 9 of the Headlease as amended from time to time in accordance with clauses 47 and 34 of the Headlease and this Lease;

Minor Alterations means any work of a minor nature not materially affecting the structure of the Underlet Premises or Facilities;

Monthly Payment means the Tenant Payment payable from time to time pursuant to this Lease divided by the number of days in the relevant Contract Year multiplied by the number of days in the relevant Contract Month;

Normal Working Hours means [];³³

Operational Phase has the meaning given in the Headlease;

Order means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

³² Refer to footnote for definition of "Site".

³³ Incorporate from LPA – either Normal Working Hours of Operational Hours.

[Part A Services means those services provided for the benefit of the whole or a substantial part of the Premises and which are listed in Part A of Schedule 10A;]³⁴

[Part B Services means those services provided for the benefit of the Tenant together with one or more other occupiers of the Premises and which are listed in Part B of Schedule 10A;]³⁵

[Part C Services means those services provided solely for the benefit of the Tenant and which are listed in Part C of Schedule 10A;]³⁶

Pass Through Costs means the Rating Cost and the Insurance Cost payable for the relevant Contract Month;

Payment Commencement Date means the date of this Lease;³⁷

Payment Date has the meaning given in Clause 19.2.5;

Payment Notice means the monthly notice to be delivered by FundCo to the Landlord containing the information specified in clause 19.2.2 of the Headlease;

[Performance Failure has the meaning given in Schedule 10 of the Headlease;]³⁸

Permitted Part means any part or parts of the Underlet Premises;

Permitted Use means use as [a doctors' surgery and/or as a health centre for the provision of primary and secondary and community healthcare services to members of the public and for purposes ancillary to such uses [and in accordance with the Service Contract];]³⁹

Personal Data has the meaning given to it in Section 3(2) Data Protection Act 2018;

Plan 1 means the plan annexed to this Lease and marked **Plan 1**;

Plan 2 means the plan annexed to this Lease and marked **Plan 2**;

Planning Acts means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991;

Premises means the premises demised to the Landlord pursuant to the Headlease;

Programmed Maintenance means the maintenance work which FundCo under the Headlease is to carry out in accordance with the Schedule of Programmed Maintenance;

Proportion means the proportion which the net internal area of a Permitted Part bears to the net internal areas of the Underlet Premises;

Project means the carrying out of the Works the maintenance of the Facilities, the management and provision of the Services and the performance of all other obligations of FundCo under the Headlease from time to time;

³⁴ Delete as appropriate. If all services are Part A Services then a single definition of "Soft FM Services" should be included.

³⁵ Delete as appropriate.

³⁶ Delete as appropriate.

³⁷ If uLPA granted prior to Actual Completion Date (as defined in the LPA) amend to link to LPA payment commencement date.

³⁸ Include ONLY if using Schedule 10 version 5.

³⁹ Follow heads of terms provided always such use is within the LPA permitted use and include wording in square brackets at the end of definition if Service Contract definition include in uLPA.

Service Provider means any person engaged by or on behalf of FundCo from time to time as may be permitted by this Lease or the Headlease and/or the Funder's Direct Agreement to procure the provision of the Services (or any of them);

Service Specifications means the requirements of the Landlord set out in schedule 9 of the Headlease as amended from time to time in accordance with clause 47 of the Headlease;

Service Variation means a variation to a Service in accordance with schedule 12 of the Headlease;

[Shared Areas means the parts of the Premises shown edged [] on Plan [];

[Site has the meaning given in Schedule 1 of the Headlease;]⁴³

Soft FM Services means [the soft facilities management services listed in Part II of Schedule 10A of this Lease] [the Part A Services [and] the Part B Services [and the Part C Services]⁴⁴;

Soft FM Service Charge means:

- (i) the Tenant's Proportion of the Service Costs attributable to the provision of the [Soft FM Services] [Part A Services];
- (ii) [[]% of the Service Costs attributable to the provision of the Part B Services; [and
- (iii) 100% of the Service Costs attributable to the provision of the Part C Services]⁴⁵;

Structural Alterations has the meaning given in schedule 1 of the Headlease;

Temporary Alternative Accommodation means the alternative accommodation provided by FundCo which complies with the conditions in paragraph 2.4 of Schedule 10;

Tenant Assets means any assets and equipment or other property purchased and used in the Underlet Premises by or on behalf of the Tenant or any other Tenant Party (which, for the avoidance of doubt, shall not include the Underlet Premises);

Tenant Party means any subtenants of the Tenant and any of the Tenant's agents, contractors and subcontractors of any tier and its or their directors officers and employees, and any person, body or organisation with whom the Tenant is permitted to share occupation pursuant to Clause 23.4, but excluding the Landlord and any Landlord Party and statutory undertakers and utilities and "Tenant Parties" shall be construed accordingly;

Tenant Payment means the payment calculated pursuant to paragraph 1.1.2 of Schedule 10Schedule 10 of this Lease;

Tenant's Proportion means a fair and reasonable proportion as determined by the Landlord which at the date of this Lease is []%;⁴⁶

Tenant's Representative means the person appointed by the Landlord pursuant to the Headlease;

⁴³ Check whether corresponding definition of Site in the LPA. If not, delete and also amend definition of "Landlord's Title".

⁴⁴ Delete as appropriate.

⁴⁵ Delete as appropriate.

⁴⁶ This represents the proportion payable by the Tenant of the total costs incurred by FundCo in relation to the Lease Plus Payment, Insurance, Rates and Utilities (often determined by floorspace occupied).

Tenant's Requirements means the requirements of the Landlord and the Tenant for the Premises and the Facilities as more particularly described in the Headlease as the same may be amended from time to time in accordance with the terms of the Headlease;

Term means the period from and including the date of this Lease to and including [];

Unavailable has the meaning given in schedule 10 of the Headlease and "Unavailability" will be construed accordingly;

[Unavailability Event has the meaning given in Schedule 10 of the Headlease;]⁴⁷

Underlease Payment means the payment calculated pursuant to paragraph 1.1 of Schedule 10 (Payment Mechanism) of this Lease;

Underlease Payment Notice means the monthly notice to be delivered by the Landlord to the Tenant pursuant to Clause 19.2.1 of this Lease;

Underlet Premises means the premises which are shown [edged []] on Plan[s] [] and extend from the upper side of the floor slab immediately below such premises to the underside of the floor or roof slab immediately above such premises including:

- (a) the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same, but not any other part of such walls or columns;
- (b) the entirety of all non-structural or non-load bearing walls or columns therein;
- (c) the inner half severed medially of the internal non-load bearing walls (if any) that divide the same from the other parts of the building;
- (d) the floor finishes thereof;
- (e) the ceiling finishes thereof;
- (f) all doors door furniture and door frames;
- (g) all windows and roof lights together with the frames glass and furniture of them;
- (h) all Conducting Media therein and exclusively serving the same, save those of statutory undertakers;
- (i) all Landlord's fixtures fittings plant machinery apparatus and equipment now or hereafter in or upon the same; and
- (j) all additions alterations and improvements thereto but excluding
 - (i) any tenant's fixtures and fittings and excluding any airspace above the same;
 - (ii) the main wall, roof and foundations of the Premises;
 - (iii) any structural parts of the Premises;
 - (iv) the Conducting Media within the Underlet Premises which serve more than just the Underlet Premises;
 - (v) any air conditioning heating and ventilation systems and units (other than those exclusively serving the Underlet Premises);

⁴⁷ Include ONLY if using Schedule 10 version 5.

(vi) any fire alarm fire prevention and security/alarm or other equipment in the Underlet Premises not exclusively serving the Underlet Premises;

Uninsurable Risk means in respect of the insurance referred to in paragraph 1 and 2 of part 2 of schedule 8 of the Headlease:

- (a) insurance is not available within the European insurance market with reputable insurers of good standing; or
- (b) the terms offered are such that the risk is not generally being insured against in the European insurance market with reputable insurers of good standing;

Utilities means electricity, gas, water, sewerage, drainage and telecoms;

Utilities Cost means the Tenant's Proportion of the cost to FundCo in providing the Landlord with the Utilities under the Headlease;

Variable Telecoms Costs means all call charges for the consumption of telecoms services;

Variation has the meaning given in schedule 1 of the Headlease;

VAT means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994;

Works means the design (including the preparation of all Design Data), construction, testing, commissioning and completion of the Facilities (including but not limited to the Premises) (including any temporary works) and the installation of any equipment to be performed by FundCo in accordance with the Headlease (as varied or supplemented from time to time in accordance with the Headlease).

1.2 Interpretation

This Lease shall be interpreted according to the following provisions, unless the context requires a different meaning:

- 1.2.1 The headings and marginal notes and references to them in this Lease shall be deemed not to be part of this Lease and shall not be taken into consideration in the interpretation of this Lease.
- 1.2.2 Except where the context expressly requires otherwise, references to Clauses, Sub-clauses, paragraphs, sub-paragraphs, parts and Schedules are references to clauses, sub-clauses, paragraphs, sub-paragraphs and parts of and schedules to this Lease and references to Sections, Appendices and Attachments (if any) are references to sections, appendices and attachments to or contained in this Lease.
- 1.2.3 The Schedules to this Lease are an integral part of this Lease and a reference to this Lease includes a reference to the Schedules.
- 1.2.4 Words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity.
- 1.2.5 Where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or the neuter or vice versa.
- 1.2.6 The language of this Lease is English. All correspondence, notices, drawings, Design Data, test reports, certificates, specifications and information shall be in English. All operating and maintenance instructions, name plates, identification labels, instructions and notices

to the public and staff and all other written, printed or electronically readable matter required in accordance with, or for purposes envisaged by, this Lease shall be in English.

- 1.2.7 References to any agreement or document include (subject to all relevant approvals and any other provisions of this Lease concerning amendments to agreements or documents) a reference to that agreement or document as amended, supplemented, substituted, novated or assigned.
- 1.2.8 References to any Law are to be construed as references to that Law as from time to time amended or to any Law from time to time replacing, extending, consolidating or amending the same provided that the provisions of this paragraph shall be without prejudice to the operation of clause 46 and schedule 12 of the Headlease which shall operate in relation to a Change in Law on the basis set out in this Lease
- 1.2.9 References to a public organisation (other than the Landlord) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation. References to other persons shall include their successors and assignees.
- 1.2.10 References to the use and /or enjoyment of the Underlet Premises by the Tenant shall be deemed to include a reference to the use and/or enjoyment of the Underlet Premises by any person deriving title under the Tenant and any other permitted occupier of the Underlet Premises
- 1.2.11 References to the operations of the Tenant shall be deemed to include a reference to the operations of anyone deriving title under the Tenant and any other permitted occupier of the Underlet Premises
- 1.2.12 References to a deliberate act or omission of the Tenant or any Tenant Party shall be construed having regard to the interactive nature of the activities of the Tenant and of the Landlord and the expression shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Lease.
- 1.2.13 The words in this Lease shall bear their natural meaning. The parties have had the opportunity to take legal advice on this Lease and no term shall, therefore, be construed contra proferentem.
- 1.2.14 Reference to “parties” means the parties to this Lease and references to “a party” mean one of the parties to this Lease.
- 1.2.15 In construing this Lease, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Lease and accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 1.2.16 All of the Landlord’s obligations, duties and responsibilities shall be construed as separate obligations, duties and responsibilities owed to the Tenant and to be performed at the Landlord’s own cost and expense.
- 1.2.17 References to amounts or sums expressed to be “index linked” are references to amounts or sums stated in April 20[] prices which require to be adjusted as at April of the relevant year. The adjustment shall be measured by changes in the relevant index published for that Contract Year as calculated in accordance with the following formula:

$$\text{Amount or sum in 1}^{\text{st}} \text{ April 20[] prices} \quad \times \quad \frac{\text{RPI}_d}{\text{RPI}_0}$$

Where RPI_d is the value of the Retail Prices Index published or determined with respect to the month of February most recently preceding the date when the provision in question is

to be given effect and RPI0 is the value of the Retail Prices Index in respect of February 20[].⁴⁸

- 1.2.18 Reference to a document being in the Agreed Form is a reference to the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf.
- 1.2.19 Where this Lease states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of Business Days after a stipulated date or event, the latest time for performance shall be noon on the last Business Day for performance of the obligations concerned.
- 1.2.20 The parties acknowledge that it is a requirement of the Headlease (set out in clause [23.3(f)]⁴⁹ of the Headlease) that the terms of this Lease shall not be inconsistent with the terms of the Headlease and they agree that in interpreting any term of this Lease that term shall be construed in a manner that is in all respects consistent with the terms of the Headlease.
- 1.2.21 Where the Tenant comprises more than one party and unless expressly provided otherwise, each party comprising the Tenant shall be jointly and severally liable for their obligations under this Lease.

⁴⁸ To match LPA.

⁴⁹ Check LPA clause reference and amend to reflect LPA clause numbering

SCHEDULE 2 - PROPERTY RIGHTS, RESERVATIONS AND EASEMENTS

Part 1 (Rights Granted)

- 1 The free and uninterrupted right at all times during the Term for the Tenant and anyone deriving title under the Tenant and the servants agents licensees and invitees of any of them for any lawful purpose in connection with the Permitted Use in common with FundCo, the Landlord and the other tenants of the Facilities and all others authorised by the Landlord and/or such other tenants:
 - 1.1 to pass and repass over and along the roads and footpaths in the Facilities [and within the Site]⁵⁰ and the corridors entrance halls staircases and lifts (if any) in the Facilities in order to gain access to and egress from the Underlet Premises and in connection with the rights in this Schedule 2 Part1;
 - 1.2 during normal business hours to use the forecourt area shown for identification only hatched brown on Plan 1 for the purposes of loading and unloading goods and materials in connection with the Permitted Use provided always that this right shall not be construed so as to give the Tenant any right to store or deposit or suffer to be stored or deposited any goods or materials whatsoever upon such forecourt area;
 - 1.3 to pass and repass in emergency over such parts of the Facilities as are designated from time to time as fire escape routes; and
 - 1.4 to use the Common Areas [and the Shared Areas] for such purposes as are from time to time designated by the Landlord subject to the Tenant complying with such regulations as the Landlord shall notify to the Tenant from time to time.
- 2 The right to use the Conducting Media.
- 3 [The right for the Tenant and anyone deriving title under the Tenant and the authorised visitors guests and invitees of any of them to park not more than [] motor cars within the spaces edged [] on Plan 1.]⁵¹
- 4 The right of support and shelter by and from the Facilities for the Underlet Premises.
- 5 The right to display a nameplate and sign in the entrance area of the Facilities of size and design to be approved by the Landlord whose approval shall not be unreasonably withheld or delayed.
- 6 [The right to dispose of waste and clinical waste at the point marked X on Plan []]

⁵⁰ Only include if definition of "Site" included.

⁵¹ This right should be carefully checked against, and drafted in line with the, the corresponding right in the LPA.

Part 2 (Exceptions and Reservations)

- 1 The right to connect into and use the Conducting Media now or at any time hereafter during the Term in under or upon the Underlet Premises and serving any other part of the Facilities or any adjoining or neighbouring property of the Landlord.
- 2 The right to enter upon the Underlet Premises for the purpose of:
 - 2.1 inspecting maintaining repairing renewing or connecting into any of the Conducting Media within the Facilities;
 - 2.2 carrying out any repairs maintenance or inspections to any other part of the Facilities or any adjoining or neighbouring property of the Landlord or FundCo which cannot conveniently be effected without such entry;
 - 2.3 carrying out FundCo's obligations under the Headlease and the Landlord's obligations under this Lease or leases of other premises at the Facilities in accordance with the provisions of this Lease or the Headlease;

the person exercising such rights remedying any physical damage so caused except in so far as such entry is necessitated by any act or default of the Tenant and anyone deriving title under the Tenant or any servant agent invitee or licensee of any of them
- 3 The right to pass and repass over and along the corridors and entrances in the Underlet Premises in order to gain access to and from any other part of the Facilities in accordance with such reasonable regulations as may be imposed from time to time by the Tenant and notified to the Landlord in writing.
- 4 All liberties privileges easements quasi-easements rights and advantages whatsoever now held or enjoyed with or appertaining to any other part of the Facilities or any adjoining or neighbouring property of the Landlord.
- 5 The right to deal in any manner with any other part of the Facilities or any adjoining or neighbouring property of the Landlord and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered thereon any buildings provided such dealing or buildings shall not materially affect or diminish the light or air which may now or at any time in the future be enjoyed for or in respect of the Underlet Premises.
- 6 The right of support and shelter by and from the Underlet Premises for the Facilities or any adjoining buildings (whether now in existence or erected during the Term).
- 7 [The right to construct install erect use operate repair replace and renew plant machinery aerials fixtures or other structures on into or projecting over the Underlet Premises (including without limitation the roof) and the right of support for the same and to lay run maintain renew replace and use electricity cables and other Conducting Media serving the same through or over the Underlet Premises together with the right to enter upon the Underlet Premises to carry out such works and to exercise such rights the person exercising such rights causing as little damage and inconvenience as possible and remedying any physical damage so caused as soon as reasonably practicable.]⁵²
- 8 The rights contained or referred to in part II of schedule 2 of the Headlease (insofar as the rights are not included above).

⁵² Only include if this reservation is contained in the LPA.

Part 3 (Landlord's Title)

- 1 The covenants, conditions and other matters contained or referred to in the Headlease.
- 2 The covenants, conditions and other matters contained or referred to in the [freehold/leasehold] title to the site known as [] [registered with title absolute at the Land Registry under title number] [].

SCHEDULE 3 – NOT USED

SCHEDULE 4 – NOT USED

SCHEDULE 5 – NOT USED

SCHEDULE 6 – NOT USED

SCHEDULE 7 – NOT USED

SCHEDULE 8 – NOT USED

SCHEDULE 9 – NOT USED

SCHEDULE 10 – PAYMENT MECHANISM

1 THE UNDERLEASE PAYMENT

1.1 Calculation of the Underlease Payment

1.1.1 Subject to the provisions of this Schedule 10 the Tenant shall pay the Underlease Payment to the Landlord at the times and in the manner set out in Clause 19 of this Lease.

1.1.2 The Tenant Payment shall be the Tenant's Proportion of the [*Net Annual*] Payment⁵³ (as defined in the Headlease), which for the avoidance of doubt at the date of this Lease equates to £[] plus VAT per annum subject to any applicable adjustments for Variations implemented in accordance with schedule 12 of the Headlease indexed in accordance with paragraph 1.2 below and subject to applicable adjustments for [Lease] Deductions⁵⁴ (as defined in the Headlease) successfully claimed by the Landlord pursuant to the Headlease.

1.2 Indexation of the Tenant Payment

The Tenant acknowledges that the [*Net Annual*] Payment (as defined in the Headlease and referred to at paragraph 1.1.2 above) shall be indexed on 1 April in each year in accordance with paragraph [1.2][2 of Part B]⁵⁵ of schedule 10 of the Headlease and that at all times the Tenant Payment shall be the Tenant's Proportion of the [*Net Annual*] Payment from time to time. For the avoidance of doubt there shall be no floor or cap in relation to indexation adjustments.

1.3 Calculation of Monthly Underlease Payment

1.3.1 The Underlease Payment for a Contract Month shall be calculated as the aggregate of:

- (a) the sum of the Daily Payments for each day in the Contract Month; and
- (b) the Pass Through Costs for that Contract Month; and
- (c) any Utilities Cost for the Contract Month just ended

1.3.2 Expressed algebraically, the Underlease Payment shall be:

$$LP=(DP \times M) + PTC + UC$$

where

LP = the Underlease Payment

DP = the Daily Payment in respect of each day of the Contract Month

M = the number of days in the Contract Month

UC = Utilities Cost for the Contract Month just ended

PTC = Pass Through Costs for the Contract Month

2 AVAILABILITY FAILURES

⁵³ **This reference MUST be carefully checked as some earlier versions of the LPA refer to this sum as the Net Annual Payment, rather than Payment. This reference should be amended to read "Net Annual Payment" if that is the case.**

⁵⁴ Check LPA for definition used as it varies depending on which version of the LPA is used.

⁵⁵ Delete as appropriate.

2.1 NOT USED

2.2 NOT USED

2.3 NOT USED

2.4 **Temporary Alternative Accommodation**

2.4.1 If FundCo offers the Landlord Temporary Alternative Accommodation pursuant to paragraph [12 of Part C of Schedule 10] [2.4 of Schedule 10]⁵⁶ of the Headlease the Landlord shall notify the Tenant in writing of such offer as soon as is reasonably practicable.

2.4.2 The Landlord shall provide the Tenant with a copy of any notice received from FundCo under paragraph [12 of Part C of Schedule 10] [2.4 of Schedule 10] of the Headlease as soon as is reasonably practicable upon receipt of the notice.

2.4.3 The Tenant shall notify the Landlord and FundCo of its acceptance or refusal of any proposed Temporary Alternative Accommodation within twenty-four hours of inspection of the same.

2.4.4 The Tenant shall not be entitled to refuse any proposed Temporary Alternative Accommodation unless:

- (a) such accommodation does not satisfy the criteria set out in paragraph [12 of Part C of Schedule 10][2.4 of Schedule 10] of the Headlease; or
- (b) such accommodation does not comply in all respects with the provisions of the Tenant's Requirements; or
- (c) the proposed Return Date is unsatisfactory or the duration of occupancy of the Temporary Alternative Accommodation is unsatisfactory to the Tenant [and Relevant Occupants]⁵⁷ (acting reasonably);

2.4.5 In agreeing to any Temporary Alternative Accommodation FundCo, the Landlord and the Tenant shall use reasonable endeavours to agree the date by which the Tenant [and/or the Relevant Occupants] may reasonably expect to relocate back to the relevant Functional Area ("the Return Date").

2.4.6 Where the Tenant accepts the offer of Temporary Alternative Accommodation, it shall, where the Tenant is occupying the relevant Functional Area itself, cooperate with FundCo and the Landlord [and, where there are other Relevant Occupants, shall use reasonable endeavours to procure that the Relevant Occupants co-operate with FundCo and the Landlord] to move the affected operations of the Tenant [and/or the Relevant Occupants] as expeditiously as possible to the Temporary Alternative Accommodation.

2.4.7 NOT USED

2.4.8 NOT USED

2.4.9 The Landlord shall pay to the Tenant upon receipt from FundCo any increased costs or expenses reasonably incurred by the Tenant [and/or the Relevant Occupants] resulting from moving to or from and/or operating from the Temporary Alternative Accommodation [with the intent that where such costs or expenses are attributable to Relevant Occupants other than the Tenant the Tenant will pay these onto such persons)].

⁵⁶ Delete as appropriate depending on location of TAA provisions in LPA.

⁵⁷ References to "Relevant Occupant" only to be included where Schedule 10 of the LPA refers to and defines "Relevant Occupant"

2.4.10 When the Functional Area is Available, the Tenant, the Landlord and FundCo will then agree a relocation programme to return to the Functional Area and the Landlord and the Tenant shall comply and shall use reasonable endeavours to procure that FundCo [and any other Relevant Occupants comply][complies] with that agreed programme in all respects.

2.4.11 In the event of any failure to agree, the matter may be referred to the Dispute Resolution Procedure.

3 NOT USED

4 NOT USED

5 UTILITY COSTS

5.1 As part of the Underlease Payment the Tenant will pay the Utilities Cost to the Landlord in each Contract Month.

6 PASS THROUGH COSTS

6.1 As part of the Underlease Payment the Tenant will pay the Pass Through Costs to the Landlord in each Contract Month.

6.2 Not used.

7 MONITORING, REPORTING AND PAYMENT

7.1 NOT USED

7.2 Monitoring Regime

7.2.1 NOT USED

7.2.2 NOT USED

7.2.3 NOT USED

7.2.4 The Tenant is entitled to report any Service Failures, or potential Service Failures to FundCo's Help Desk. The Landlord shall use reasonable endeavours to ensure that FundCo will ensure the records logging Service Failures are available for inspection by the Tenant on reasonable notice at any time.

7.3 Service Failure

7.3.1 On either the Tenant or the Landlord becoming aware of the occurrence of a Service Failure or a Functional Area has become Unavailable, the Tenant or the Landlord (as the case may be) shall report such failure to FundCo's Helpdesk where it will be logged on FundCo's computerised report log. Notwithstanding the provisions of Clause 50.1 such notice shall be given either:

- (a) by telephone and shall be deemed to have been properly given at the time of the relevant telephone call provided that it is confirmed in writing by hand in accordance with the provisions of Clause 50 within 24 hours of such telephone notification; or
- (b) by hand in accordance with Clause 50;

The telephone number for FundCo's Help Desk shall be notified to the Tenant by the Landlord.

7.3.2 FundCo's Help Desk should respond to any reported Service Failure in such a way as to comply with any policies or guidelines of the Tenant

7.3.3 NOT USED

7.4 Duplicate Notification

Duplicate notification of Service Failures or that a Functional Areas is Unavailable shall be ignored. In each case, where there is more than one notification for the same Service Failure or the Unavailability of a Functional Area, the first report or notification will be taken as the Service Failure.

7.5 Recording of Service Failures

7.5.1 FundCo's Help Desk will be responsible for recording, as a minimum, the details set out below, when applicable, for every Service Failure:

- (a) unique number (a sequential number);
- (b) date and time notification received;
- (c) nature of the Service Failure;
- (d) location of the Service Failure;
- (e) name of the person notifying FundCo's Help Desk or whether the report is the result of self-monitoring;
- (f) the Rectification Time (as defined in the Headlease) allowed (if any) and the actual time taken to rectify the failure;
- (g) action taken to rectify the failure (if any);
- (h) category of Service Failure, where appropriate; and
- (i) details of any communication with the Tenant's Representative in connection with the Service Failure.

7.5.2 The Tenant shall have the right to dispute the recording of any of the above.

7.6 NOT USED

8 NOT USED

[SCHEDULE 10 – PAYMENT MECHANISM⁵⁸

1 THE UNDERLEASE PAYMENT

1.1 Calculation of the Underlease Payment

1.1.1 Subject to the provisions of this Schedule 10Schedule 10 the Tenant shall pay the Underlease Payment to the Landlord at the times and in the manner set out in Clause 19 of this Lease.

1.1.2 The Tenant Payment shall be the Tenant's Proportion of the [*Net Annual*]⁵⁹ Payment (as defined in the Headlease), which for the avoidance of doubt at the date of this Lease equates to £[] plus VAT per annum subject to any applicable adjustments for Variations implemented in accordance with schedule 12 of the Headlease indexed in accordance with paragraph 1.2 below and subject to applicable adjustments for [Lease]⁶⁰ Deductions (as defined in the Headlease) successfully claimed by the Landlord pursuant to the Headlease.

1.2 Indexation of the Tenant Payment

The Tenant acknowledges that the [*Net Annual*] Payment (as defined in the Headlease and referred to at paragraph 1.1.2 above) shall be indexed on 1 April in each year in accordance with paragraph [1.2][2 of Part B]⁶¹ of schedule 10 of the Headlease and that at all times the Tenant Payment shall be the Tenant's Proportion of the [*Net Annual*] Payment from time to time. For the avoidance of doubt there shall be no floor or cap in relation to indexation adjustments.

1.3 Calculation of Monthly Underlease Payment

1.3.1 The Underlease Payment for a Contract Month shall be calculated as the aggregate of:

- (a) the sum of the Daily Payments for each day in the Contract Month; and
- (b) the Pass Through Costs for that Contract Month; and
- (c) any Utilities Cost for the Contract Month just ended

1.3.2 Expressed algebraically, the Underlease Payment shall be:

$$LP=(DP \times M) + PTC + UC$$

where

LP = the Underlease Payment

DP = the Daily Payment in respect of each day of the Contract Month

M = the number of days in the Contract Month

UC = Utilities Cost for the Contract Month just ended

PTC = Pass Through Costs for the Contract Month

⁵⁸ Include this Schedule 10 ONLY where the LPA is a version 5 LPA i.e. there are definitions contained within Schedule 10 of the LPA.

⁵⁹ **This reference MUST be carefully checked as some earlier versions of the LPA refer to this sum as the Net Annual Payment, rather than Payment. This reference should be amended to read "Net Annual Payment" if that is the case.**

⁶⁰ Check LPA for definition used as it varies depending on which version of the LPA is used.

⁶¹ Delete as appropriate.

2 AVAILABILITY FAILURES

2.1 Temporary Alternative Accommodation

- 2.1.1 If FundCo offers the Landlord Temporary Alternative Accommodation pursuant paragraph [12 of Part C of Schedule 10] [2.4 of Schedule 10Schedule 10]⁶² of the Headlease the Landlord shall notify the Tenant in writing of such offer as soon as is reasonably practicable.
- 2.1.2 The Landlord shall provide the Tenant with a copy of any notice received from FundCo under paragraph [12 of Part C of Schedule 10Schedule 10][2.4 of Schedule 10Schedule 10] of the Headlease as soon as is reasonably practicable upon receipt of the notice.
- 2.1.3 The Tenant shall notify the Landlord and FundCo of its acceptance or refusal of any proposed Temporary Alternative Accommodation within twenty-four hours of inspection of the same.
- 2.1.4 The Tenant shall not be entitled to refuse any proposed Temporary Alternative Accommodation unless:
- (a) such accommodation does not satisfy the criteria set out in paragraph [12 of Part C of Schedule 10Schedule 10][2.4 of Schedule 10Schedule 10] of the Headlease; or
 - (b) such accommodation does not comply in all respects with the provisions of the Tenant's Requirements; or
 - (c) the proposed Return Date is unsatisfactory or the duration of occupancy of the Temporary Alternative Accommodation is unsatisfactory to the Tenant (acting reasonably);
- 2.1.5 In agreeing to any Temporary Alternative Accommodation FundCo, the Landlord and the Tenant shall use reasonable endeavours to agree the date by which the Tenant may reasonably expect to relocate back to the relevant Functional Area ("the Return Date").
- 2.1.6 Where the Tenant accepts the offer of Temporary Alternative Accommodation, it shall, where the Tenant is occupying the relevant Functional Area itself, cooperate with FundCo and the Landlord to move the affected operations of the Tenant as expeditiously as possible to the Temporary Alternative Accommodation.
- 2.1.7 The Landlord shall pay to the Tenant upon receipt from FundCo any increased costs or expenses reasonably incurred by the Tenant resulting from moving to or from and/or operating from the Temporary Alternative Accommodation.
- 2.1.8 When the Functional Area is Available, the Tenant, the Landlord and FundCo will then agree a relocation programme to return to the Functional Area and the Landlord and the Tenant shall comply and shall use reasonable endeavours to procure that FundCo complies with that agreed programme in all respects.
- 2.1.9 In the event of any failure to agree, the matter may be referred to the Dispute Resolution Procedure.

3 UTILITY COSTS

- 3.1 As part of the Underlease Payment the Tenant will pay the Utilities Cost to the Landlord in each Contract Month.

4 PASS THROUGH COSTS

⁶² Delete as appropriate depending on location of TAA provisions in LPA.

4.1 As part of the Underlease Payment the Tenant will pay the Pass Through Costs to the Landlord in each Contract Month.

4.2 Not used.

5 MONITORING, REPORTING AND PAYMENT

5.1 Monitoring Regime

5.1.1 The Tenant is entitled to report any Performance Failure or Unavailability Event, or potential Performance Failures or Unavailability Events to the Helpdesk. The Landlord shall use reasonable endeavours to ensure that FundCo will ensure the records logging Performance Failures and Unavailability Events are available for inspection by the Tenant on reasonable notice at any time.

5.2 Performance Failure and Unavailability Event

5.2.1 On either the Tenant or the Landlord becoming aware of the occurrence of a Performance Failure or an Unavailability Event, the Tenant or the Landlord (as the case may be) shall report such failure to the Helpdesk where it will be logged on FundCo's computerised report log. Notwithstanding the provisions of Clause 5 such notice shall be given either:

- (a) by telephone and shall be deemed to have properly given at the time of the relevant telephone call provided that it is confirmed in writing by hand in accordance with the provisions of Clause 50 within 24 hours of such telephone notification; or
- (b) by hand in accordance with Clause 50;

The telephone number for the Helpdesk shall be notified to the Tenant by the Landlord.

5.3 Duplicate Notification

Duplicate notification of a Performance Failure or an Unavailability Event shall be ignored. In each case, where there is more than one notification for the same Performance Failure or Unavailability Event, the first report or notification will be taken as the Performance Failure or Unavailability Event.]

SCHEDULE 10A - SOFT FM SERVICE CHARGE

PART I

1 Subject to the Tenant paying the Soft FM Service Charge the Landlord shall use its reasonable endeavours to provide the Soft FM Services in accordance with this Schedule.

2 The Landlord shall not be obliged to provide any of the Soft FM Services outside the Normal Working Hours⁶³.

Soft FM Service Charge

3 Before or as soon as possible after the start of each Service Charge Year, the Landlord shall prepare and send to the Tenant a statement of the estimated Soft FM Service Charge for that Service Charge Year.

4 The Tenant shall pay the estimated Soft FM Service Charge for each Service Charge Year in four equal quarterly instalments with each instalment being due on or before the Payment Date for the Underlease Payment in the months of April, July, October and January.

5 At the same time as the Landlord sends to the Tenant an Underlease Payment Notice pursuant to clause 19.2.1 of this Lease in each of the months of April, July, September and January the Landlord shall also send to the Tenant an invoice showing the instalment of estimated Soft FM Service Charge payable in that month and relating to the following quarter.

6 In relation to the Service Charge Year current at the date of this Lease, the Tenant's obligations to pay the estimated Soft FM Service Charge and the actual Soft FM Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from and including the date of this Lease to the end of the Service Charge Year. The estimated Soft FM Service Charge for which the Tenant is liable shall be paid in equal instalments in accordance with paragraphs 5 and 6 of this Schedule during the period from and including the date of this Lease until the end of the Service Charge Year.

7 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the actual Soft FM Service Charge for that Service Charge Year.

8 If any cost is omitted from the calculation of the Soft FM Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Soft FM Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Soft FM Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

9 If, in respect of any Service Charge Year, the Landlord's estimate of the Soft FM Service Charge is less than the final Soft FM Service Charge, the Tenant shall pay the difference within ten (10) Business Days of demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Soft FM Service Charge is more than the final Soft FM Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Soft FM Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited) and any balance held by the Landlord at the end of the term shall be returned to the Tenant.

10 The Landlord may include within the Soft FM Services any other service that the Landlord may in its reasonable discretion and acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Premises.

⁶³ Use "Operational Hours" where appropriate

- 11 The Landlord may (acting reasonably) at any time and following providing the Tenant with not less than twenty [20] Business Days' written notice terminate the provision of any of the Soft FM Services.
- 12 The **Service Costs** shall be the total of the following
 - 12.1 the whole of the costs of providing the Soft FM Services;
 - 12.2 complying with the recommendations and requirements of the insurers of the Premises (insofar as those recommendations and requirements relate to the Common Areas or the Shared Areas);
 - 12.3 complying with all laws relating to the Common Areas and the Shared Areas their use and any works carried out at them or relating to the use of all machinery and equipment situated in or serving the Common Areas or Shared Areas and to any materials kept at or disposed of from the Common Areas;
 - 12.4 taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Areas or Shared Areas or to prevent the acquisition of any right over the Common Areas or the Shared Areas (or the Premises as a whole) or to remove any obstruction to the flow of light or air to the Common Areas or the Shared Areas (or the Premises as a whole);
 - 12.5 the Landlord's reasonable management fee;
 - 12.6 maintaining public liability insurance for the Common Areas and the Shared Areas in such sums as the Landlord shall reasonably consider appropriate having regard to the use of those areas;
 - 12.7 cleaning, maintaining, repairing and (where beyond economic repair) replacing furniture and equipment situated in the Common Areas and the Shared Areas but only where:
 - 12.7.1 such furniture or equipment is owned by the Landlord;
 - 12.7.2 no other person is responsible for such cleaning, repairing, maintaining or replacing that furniture or equipment; and
 - 12.7.3 such furniture or equipment is available for the use of occupiers of the Premises (in the case of furniture and equipment located in Common Areas) or the properly authorised users from time to time of Shared Areas (in the case of furniture and equipment located in Shared Areas); and
 - 12.8 any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord obtains credit for such VAT under the VATA 1994.
- 13 The Landlord shall not be liable for:
 - 13.1 any interruption in, or disruption to, the provision of any of the Soft FM Services for any reason that is outside the reasonable control of the Landlord; or
 - 13.2 any injury, loss or damage suffered by the Tenant as a result of any absence or insufficiency of any of the Soft FM Services or of any breakdown except where due to the negligence of the Landlord.

PART II – THE SOFT FM SERVICES

[Part A Services]

[List Part A Services]

[Part B Services]

[List Part B Services]

[Part C Services]

[List Part C Services]

SCHEDULE 11- NOT USED

SCHEDULE 12 – NOT USED

SCHEDULE 13 – NOT USED

SCHEDULE 14 – NOT USED

SCHEDULE 15 – NOT USED

SCHEDULE 16 – NOT USED

SCHEDULE 17 – NOT USED

SCHEDULE 18 – NOT USED

SCHEDULE 19 – NOT USED

SCHEDULE 20 – NOT USED

SCHEDULE 21 – NOT USED