

These are the notes referred to on the following official copy

Title Number WYK896117

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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Formula B
10.25 am.
28/6/13.
Tony Kint /
Khalid Ahmad

DATED 28th June 2013

- (1) CTP (WAKEFIELD) LIMITED
- (2) WATERFRONT WAKEFIELD (HEBBLE WHARF) LIMITED



DEED OF VARIATION
relating to
Hebble Wharf Waterfront
Wakefield



WE CERTIFY THIS TO BE A TRUE AND COMPLETE PHOTOGRAPHIC COPY OF THE ORIGINAL
..... *Lawrence Graham LLP*

LAWRENCE GRAHAM LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU
DATE <i>2.7.2013</i>

LawrenceGraham

PARTICULARS

DATE	:	<i>28th June</i> 2013
PARTIES:	:	
LANDLORD	:	CTP (WAKEFIELD) LIMITED (Company registration number 02768084) whose registered office is at c/o CTP Limited Hill Quays 7 Jordan Street Manchester United Kingdom M15 4PY
TENANT	:	WATERFRONT WAKEFIELD (HEBBLE WHARF) LIMITED (Company registration number 05646737) whose registered office is at c/o CTP Limited Hill Quays 7 Jordan Street Manchester United Kingdom M15 4PY
PREMISES	:	ALL THOSE premises known as Hebble Wharf Waterfront Wakefield more particularly described in the Lease
LEASE	:	FIRSTLY a lease of the Premises dated 27 November 2008 and made between the Landlord (1) and the Tenant (2) for a term of 998 YEARS commencing on 27 November 2008 at an initial rent of a Peppercorn (if demanded) and SECONDLY a supplemental lease of the basement premises and below dated 7 October 2010 and made between the Landlord (1) and the Tenant (2) for a term of 998 YEARS commencing on 27 November 2008 at an initial rent of a Peppercorn (if demanded) and THIRDLY a supplemental lease and deed of variation of land immediately adjoining the Premises at ground floor level and above dated 26 February 2013 and made between the Landlord (1) and the Tenant (2) for the unexpired residue of the term of 999 YEARS from 27 November 2008 at an initial rent of a peppercorn (if demanded)

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

1. DEFINITIONS AND INTERPRETATION

In this deed:

1.1 the terms used in this clause and in the Particulars shall have the following meanings:

"Landlord" the party named as Landlord in the Particulars including the owner for the time being of the reversion immediately expectant on the termination of the Term

"Lease" the lease or underlease for the period of the Term brief details of which are set out in the Particulars including any deeds or other documents varying supplementing or otherwise affecting the Lease

"Particulars" the section at the beginning of this deed headed "Particulars" which forms part of this deed

"Premises" the Premises referred to in the Particulars

"Tenant" the party named as Tenant in the Particulars including its successors in title and assigns

"Term" the term created by the Lease including (if applicable) any holding over or statutory continuation thereof

"VAT" value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar nature that may be substituted for it or levied in addition to it

"Working Day" any day (other than a Saturday) on which clearing banks in the City of London are actually open for banking business during banking hours and references to "Working Days" shall be construed accordingly

1.2 except where stated to the contrary:

1.2.1 words importing one gender shall include any other gender and words importing the singular number shall include the plural number and vice versa and any reference to a person includes a reference to a company authority board department or other body

1.2.2 all references to a clause paragraph or schedule shall mean a clause paragraph or schedule of or to this deed

1.2.3 any reference to a statute (whether specifically named or not) or a section of a statute shall include any amendment or modification or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given under or deriving validity from the same

1.2.4 the table of contents and headings and titles to clauses are for convenience only and shall not affect the construction or interpretation of this deed

13404217.4[KHA/D2689/687]

- 1.2.5 at any time when any party to this deed comprises two or more persons all references to such party shall include all or any number of such persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with all or any two or more of such persons jointly and each of them severally
- 1.2.6 any obligation on a party to do any act matter or thing includes an obligation to procure that it be done and any obligation on a party not to do any act matter or thing includes an obligation not to permit or suffer such act matter or thing to be done
- 1.2.7 except to the extent that they are inconsistent with the definitions and interpretations in clause 1, the definitions and interpretations in clause 1 of the Lease shall apply to this deed.

2. RECITALS

- 2.1 The freehold reversion immediately expectant on the determination of the Term is vested in the Landlord
- 2.2 The unexpired residue of the Term is vested in the Tenant
- 2.3 The Landlord and the Tenant have agreed to vary the provisions of the Lease [in consideration of the payment by the Landlord to the Tenant of the sum of **ONE POUND (£1)** (the receipt of which is hereby acknowledged by the Tenant)]

3. VARIATION

- 3.1 The parties hereto agree that the Lease is varied as set out in the schedule to the intent that for all purposes the Lease is to be treated as incorporating the variations detailed in the schedule and the Lease shall henceforth take effect and be read and construed accordingly
- 3.1 It is agreed and declared that the condition for re-entry contained in the Lease shall be exercisable as well on any breach of the provisions contained in this deed as on the happening of any of the events mentioned in the said condition for re-entry and the parties confirm that the covenants and conditions contained in the Lease (save as varied by this deed) shall continue in full force and effect

4. COVENANT BY TENANT

The Tenant **COVENANTS** with the Landlord that it will observe and perform the tenant's covenants in the Lease as varied by this deed]

5. COSTS

Each party shall pay its own costs in connection with this deed

6. VAT

All payments to be made pursuant to this deed shall (save where otherwise specifically provided) be taken to be exclusive of VAT properly chargeable in respect of the supply or supplies giving rise to such payment and in addition to any money due from the Tenant under the terms and provisions of this deed the Tenant shall pay at the time or times when such monies are due such VAT as shall be chargeable in respect of such money

7. REGISTRATION

- 7.1 Promptly following the completion of this deed the Tenant and the Landlord shall apply to register this deed at HM Land Registry against the Tenant's registered title numbers WYK896117 and WYK927560 the Landlord's registered title number WYK891643.
- 7.2 The Tenant and the Landlord shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration of this deed are dealt with promptly and properly.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 Unless the right of enforcement is expressly provided for in this deed a person who is not a party to this deed may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms
- 8.2 Except to the extent that there is express provision in this deed to the contrary the parties may by agreement rescind or vary this deed without the consent of any such person

9. NOTICES

- 9.1 The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 ("the Act") shall apply to the giving and service of all notices and documents under or in connection with this deed except that section 196 shall be deemed to be amended as follows:

The final words of section 196(4) "... and that service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the second Working Day after the registered letter has been posted"

- 9.2 Any notice or document shall also be sufficiently served if:
- 9.2.1 sent to the party to be served by [telex or] telephonic facsimile transmission or
- 9.2.2 sent to the party to be served by any other means (if any) of electronic written transmission where as a result of that transmission a copy printed onto paper will immediately and automatically be produced for the recipient

and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day

- 9.3 Any writing on the screen of a visual display unit or other device performing the same or similar function shall not be treated as writing for the purposes of section 196(1) of the Act

10. PROVISIO

This deed is governed by and construed in all respects in accordance with English law and the parties to this deed submit themselves to the jurisdiction of the English Courts

IN WITNESS of which the parties have executed this deed as a deed which deed is not delivered until the date specified in the Particulars

13404217.4[KHA/D2689/687]

**SCHEDULE
The Variations**

1. The Lease shall be read and construed as if Clauses 3.1 and 3.2 (***Repair and Decoration***) of Schedule 5 of the Lease are deleted and replaced with the following:

"3.1 The Tenant shall throughout the Term repair and maintain the Premises so that the state and condition of the Premises is in full compliance with all relevant statutory and other requirements

3.2 The Tenant shall paint the external wood and ironwork of the Building at regular intervals of no more than five (5) years throughout the Term with two (2) coats of good quality paint and treat all other external parts of the Building presently treated in a proper and workmanlike manner"

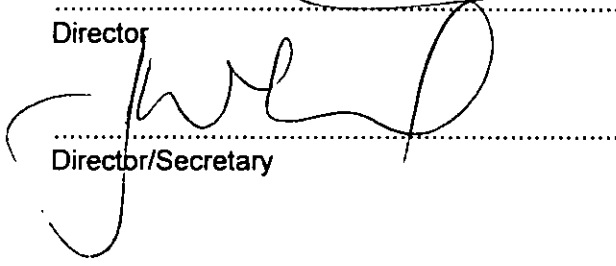
2. The Lease shall be read and construed as if Clause 7.2 (***Alienation***) of Schedule 5 of the Lease is deleted and replaced with the following:

"7.2 The Tenant shall not assign the whole or any part of the Lease without first procuring that any such incoming assignee provides a direct covenant to the Landlord, enforceable by and expressed to be enforceable by the Landlord and its successors in title in their own right, to observe and perform the tenant covenants in this Lease and any document that is supplemental or collateral to it in the form annexed"

Executed as a deed by
CTP (WAKEFIELD) LIMITED
acting by two Directors/a Director
and its Secretary



.....
Director



.....
Director/Secretary

DATED _____ 2013

- (1) CTP (WAKEFIELD) LIMITED
- (2) []

**DEED OF COVENANT
relating to
Hebble Wharf Waterfront
Wakefield**

LawrenceGraham

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THIS DEED is dated the day of 2013

HM Land Registry

Landlord's title numbers : WYK891643 and WYK941749

Administrative area : West Yorkshire: Wakefield

Tenant's title numbers : WYK896117 and WYK927560

Administrative area : West Yorkshire: Wakefield

PARTIES

(1) CTP (WAKEFIELD) LIMITED (Landlord)

(2) [] (Assignee)

BACKGROUND

- (A) This deed is supplemental to the Lease
- (B) The Landlord is entitled to the immediate reversion to the Lease
- (C) The residue of the term granted by the Lease is vested in the Tenant
- (D) The Lease contains a covenant by the Tenant not to assign the Property or any part or parts thereof without simultaneously obtaining a written covenant by the Assignee with the Landlord

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this deed
 - Tenant : Waterfront Wakefield (Hebble Wharf) Limited
 - Lease : A lease dated 27 November 2008 and made between CTP St, James Limited (1) and Waterfront Wakefield (Hebble Wharf) Limited (2) and all deeds and documents supplemental to that lease
 - Property : The block or building known as Hebble Wharf Waterfront Wakefield together with the parking and other areas ancillary thereto as more particularly described in and demised by the Lease
- 1.2 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease
- 1.3 The expression tenant covenants has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995
- 1.4 References to completion of the assignment (and cognate expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry
- 1.5 Clause headings shall not affect the interpretation of this deed

- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular
- 1.8 Unless otherwise specified, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 1.10 A reference to writing or written includes faxes but not e-mail
- 1.11 Except where a contrary intention appears, references to clauses are to the clauses in this deed

2. ASSIGNEE'S COVENANT

The Assignee covenants with the Landlord:

- 2.1 to pay the rents and observe and perform the tenant covenants and other tenant obligations set out in Schedules 4 and 5 of the Lease from completion of the assignment for the residue of the term of the Lease; and
- 2.2 immediately following completion of the assignment, to notify in writing the Landlord (or its managing agents) of the name and address of the person to whom demands for rent and service charge should be sent; and
- 2.3 within one month after completion of the assignment, to notify the Landlord of completion, send the Landlord a certified copy of the assignment and to pay the Landlord's registration fee of £50.00 plus value added tax; and
- 2.4 within one month after completion of the assignment to apply for registration of the assignment at the Land Registry and ensure that any requisitions raised by the Land Registry in connection with the application are dealt with promptly and properly; and
- 2.5 to send the Landlord official copies of the Assignee's title within one month after the completion of the registration of the assignment

3. LIABILITY

At any time when the Assignee is more than one person, those persons shall be jointly and severally liable for the obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of any one of those persons, or grant any time, concession or other indulgence, without affecting the liability of any other of those persons

4. NOTICES

Any notice given pursuant to this deed shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or recorded delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

5. **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Signed as a deed by
CTP (WAKEFIELD) LIMITED
acting by two Directors/a
Director and the Secretary

.....
Director
Print name.....

.....
Director/Secretary
Print name.....

Signed as a deed by
[]
acting by two Directors/a
Director and the Secretary

.....
Director
Print name.....

.....
Director/Secretary
Print name.....

DATED 28 June 2013

AMMAD/KES

10:25 pm

Final 6

- (1) CTP (WAKEFIELD) LIMITED
- (2) WATERFRONT WAKEFIELD (HEBBLE WHARF) LIMITED

**COUNTERPART
DEED OF VARIATION
relating to
Hebble Wharf Waterfront
Wakefield**

WE CERTIFY THIS TO BE A TRUE AND COMPLETE PHOTOGRAPHIC COPY OF THE ORIGINAL
.....*Lawrence Graham LLP*.....
LAWRENCE GRAHAM LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU
DATE*5.7.2013*.....

LawrenceGraham

PARTICULARS

DATE	:	28 June . 2013
PARTIES:	:	
LANDLORD	:	CTP (WAKEFIELD) LIMITED (Company registration number 02768084) whose registered office is at c/o CTP Limited Hill Quays 7 Jordan Street Manchester United Kingdom M15 4PY
TENANT	:	WATERFRONT WAKEFIELD (HEBBLE WHARF) LIMITED (Company registration number 05646737) whose registered office is at c/o CTP Limited Hill Quays 7 Jordan Street Manchester United Kingdom M15 4PY
PREMISES	:	ALL THOSE premises known as Hebble Wharf Waterfront Wakefield more particularly described in the Lease
LEASE	:	FIRSTLY a lease of the Premises dated 27 November 2008 and made between the Landlord (1) and the Tenant (2) for a term of 998 YEARS commencing on 27 November 2008 at an initial rent of a Peppercorn (if demanded) and SECONDLY a supplemental lease of the basement premises and below dated 7 October 2010 and made between the Landlord (1) and the Tenant (2) for a term of 998 YEARS commencing on 27 November 2008 at an initial rent of a Peppercorn (if demanded) and THIRDLY a supplemental lease and deed of variation of land immediately adjoining the Premises at ground floor level and above dated 26 February 2013 and made between the Landlord (1) and the Tenant (2) for the unexpired residue of the term of 999 YEARS from 27 November 2008 at an initial rent of a peppercorn (if demanded)

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

1. DEFINITIONS AND INTERPRETATION

In this deed:

1.1 the terms used in this clause and in the Particulars shall have the following meanings:

"Landlord" the party named as Landlord in the Particulars including the owner for the time being of the reversion immediately expectant on the termination of the Term

"Lease" the lease or underlease for the period of the Term brief details of which are set out in the Particulars including any deeds or other documents varying supplementing or otherwise affecting the Lease

"Particulars" the section at the beginning of this deed headed "Particulars" which forms part of this deed

"Premises" the Premises referred to in the Particulars

"Tenant" the party named as Tenant in the Particulars including its successors in title and assigns

"Term" the term created by the Lease including (if applicable) any holding over or statutory continuation thereof

"VAT" value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar nature that may be substituted for it or levied in addition to it

"Working Day" any day (other than a Saturday) on which clearing banks in the City of London are actually open for banking business during banking hours and references to "Working Days" shall be construed accordingly

1.2 except where stated to the contrary:

1.2.1 words importing one gender shall include any other gender and words importing the singular number shall include the plural number and vice versa and any reference to a person includes a reference to a company authority board department or other body

1.2.2 all references to a clause paragraph or schedule shall mean a clause paragraph or schedule of or to this deed

1.2.3 any reference to a statute (whether specifically named or not) or a section of a statute shall include any amendment or modification or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given under or deriving validity from the same

1.2.4 the table of contents and headings and titles to clauses are for convenience only and shall not affect the construction or interpretation of this deed

- 1.2.5 at any time when any party to this deed comprises two or more persons all references to such party shall include all or any number of such persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with all or any two or more of such persons jointly and each of them severally
- 1.2.6 any obligation on a party to do any act matter or thing includes an obligation to procure that it be done and any obligation on a party not to do any act matter or thing includes an obligation not to permit or suffer such act matter or thing to be done
- 1.2.7 except to the extent that they are inconsistent with the definitions and interpretations in clause 1, the definitions and interpretations in clause 1 of the Lease shall apply to this deed.

2. RECITALS

- 2.1 The freehold reversion immediately expectant on the determination of the Term is vested in the Landlord
- 2.2 The unexpired residue of the Term is vested in the Tenant
- 2.3 The Landlord and the Tenant have agreed to vary the provisions of the Lease [in consideration of the payment by the Landlord to the Tenant of the sum of **ONE POUND** (£1) (the receipt of which is hereby acknowledged by the Tenant)]

3. VARIATION

- 3.1 The parties hereto agree that the Lease is varied as set out in the schedule to the intent that for all purposes the Lease is to be treated as incorporating the variations detailed in the schedule and the Lease shall henceforth take effect and be read and construed accordingly
- 3.2 It is agreed and declared that the condition for re-entry contained in the Lease shall be exercisable as well on any breach of the provisions contained in this deed as on the happening of any of the events mentioned in the said condition for re-entry and the parties confirm that the covenants and conditions contained in the Lease (save as varied by this deed) shall continue in full force and effect

4. COVENANT BY TENANT

The Tenant **COVENANTS** with the Landlord that it will observe and perform the tenant's covenants in the Lease as varied by this deed]

5. COSTS

Each party shall pay its own costs in connection with this deed

6. VAT

All payments to be made pursuant to this deed shall (save where otherwise specifically provided) be taken to be exclusive of VAT properly chargeable in respect of the supply or supplies giving rise to such payment and in addition to any money due from the Tenant under the terms and provisions of this deed the Tenant shall pay at the time or times when such monies are due such VAT as shall be chargeable in respect of such money

7. REGISTRATION

- 7.1 Promptly following the completion of this deed the Tenant and the Landlord shall apply to register this deed at HM Land Registry against the Tenant's registered title numbers WYK896117 and WYK927560 the Landlord's registered title number WYK891643.
- 7.2 The Tenant and the Landlord shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration of this deed are dealt with promptly and properly.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 Unless the right of enforcement is expressly provided for in this deed a person who is not a party to this deed may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms
- 8.2 Except to the extent that there is express provision in this deed to the contrary the parties may by agreement rescind or vary this deed without the consent of any such person

9. NOTICES

- 9.1 The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 ("the Act") shall apply to the giving and service of all notices and documents under or in connection with this deed except that section 196 shall be deemed to be amended as follows:

The final words of section 196(4) "... and that service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the second Working Day after the registered letter has been posted"

- 9.2 Any notice or document shall also be sufficiently served if:
- 9.2.1 sent to the party to be served by [telex or] telephonic facsimile transmission or
- 9.2.2 sent to the party to be served by any other means (if any) of electronic written transmission where as a result of that transmission a copy printed onto paper will immediately and automatically be produced for the recipient

and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day

- 9.3 Any writing on the screen of a visual display unit or other device performing the same or similar function shall not be treated as writing for the purposes of section 196(1) of the Act

10. PROVISIO

This deed is governed by and construed in all respects in accordance with English law and the parties to this deed submit themselves to the jurisdiction of the English Courts

IN WITNESS of which the parties have executed this deed as a deed which deed is not delivered until the date specified in the Particulars

SCHEDULE
The Variations

1. The Lease shall be read and construed as if Clauses 3.1 and 3.2 (**Repair and Decoration**) of Schedule 5 of the Lease are deleted and replaced with the following:


"3.1 The Tenant shall throughout the Term repair and maintain the Premises so that the state and condition of the Premises is in full compliance with all relevant statutory and other requirements


3.2 The Tenant shall paint the external wood and ironwork of the Building at regular intervals of no more than five (5) years throughout the Term with two (2) coats of good quality paint and treat all other external parts of the Building presently treated in a proper and workmanlike manner"

2. The Lease shall be read and construed as if Clause 7.2 (**Alienation**) of Schedule 5 of the Lease is deleted and replaced with the following:

"7.2 The Tenant shall not assign the whole or any part of the Lease without first procuring that any such incoming assignee provides a direct covenant to the Landlord, enforceable by and expressed to be enforceable by the Landlord and its successors in title in their own right, to observe and perform the tenant covenants in this Lease and any document that is supplemental or collateral to it in the form annexed"

Executed as a deed by
WATERFRONT WAKEFIELD (HEBBLE WHARF) LIMITED
acting by two Directors/a Director
and its Secretary


.....
Director


.....
Director/Secretary

DATED _____ 2013

- (1) CTP (WAKEFIELD) LIMITED
- (2) []

**DEED OF COVENANT
relating to
Hebble Wharf Waterfront
Wakefield**

Lawrence Graham

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THIS DEED is dated the day of 2013

HM Land Registry

Landlord's title numbers : WYK891643 and WYK941749

Administrative area : West Yorkshire: Wakefield

Tenant's title numbers : WYK896117 and WYK927560

Administrative area : West Yorkshire: Wakefield

PARTIES

(1) **CTP (WAKEFIELD) LIMITED (Landlord)**

(2) [] **(Assignee)**

BACKGROUND

- (A) This deed is supplemental to the Lease
- (B) The Landlord is entitled to the immediate reversion to the Lease
- (C) The residue of the term granted by the Lease is vested in the Tenant
- (D) The Lease contains a covenant by the Tenant not to assign the Property or any part or parts thereof without simultaneously obtaining a written covenant by the Assignee with the Landlord

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this deed

Tenant : Waterfront Wakefield (Hebble Wharf) Limited

Lease : A lease dated 27 November 2008 and made between CTP St, James Limited (1) and Waterfront Wakefield (Hebble Wharf) Limited (2) and all deeds and documents supplemental to that lease

Property : The block or building known as Hebble Wharf Waterfront Wakefield together with the parking and other areas ancillary thereto as more particularly described in and demised by the Lease

1.2 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease

1.3 The expression tenant covenants has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995

1.4 References to completion of the assignment (and cognate expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry

1.5 Clause headings shall not affect the interpretation of this deed

13773709.2[KHA/D2689/687]

- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular
- 1.8 Unless otherwise specified, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 1.10 A reference to writing or written includes faxes but not e-mail
- 1.11 Except where a contrary intention appears, references to clauses are to the clauses in this deed

2. ASSIGNEE'S COVENANT

The Assignee covenants with the Landlord:

- 2.1 to pay the rents and observe and perform the tenant covenants and other tenant obligations set out in Schedules 4 and 5 of the Lease from completion of the assignment for the residue of the term of the Lease; and
- 2.2 immediately following completion of the assignment, to notify in writing the Landlord (or its managing agents) of the name and address of the person to whom demands for rent and service charge should be sent; and
- 2.3 within one month after completion of the assignment, to notify the Landlord of completion, send the Landlord a certified copy of the assignment and to pay the Landlord's registration fee of £50.00 plus value added tax; and
- 2.4 within one month after completion of the assignment to apply for registration of the assignment at the Land Registry and ensure that any requisitions raised by the Land Registry in connection with the application are dealt with promptly and properly; and
- 2.5 to send the Landlord official copies of the Assignee's title within one month after the completion of the registration of the assignment

3. LIABILITY

At any time when the Assignee is more than one person, those persons shall be jointly and severally liable for the obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of any one of those persons, or grant any time, concession or other indulgence, without affecting the liability of any other of those persons

4. NOTICES

Any notice given pursuant to this deed shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or recorded delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

5. **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Signed as a deed by
CTP (WAKEFIELD) LIMITED
acting by two Directors/a
Director and the Secretary

.....
Director
Print name.....

.....
Director/Secretary
Print name.....

Signed as a deed by
[]
acting by two Directors/a
Director and the Secretary

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Director
Print name.....

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Director/Secretary
Print name.....