

THRINGS
SOLICITORS

DATED

2012

(1) LANDMARK (BOLTON) LIMITED

-and-

(2) [REDACTED]

LEASE

of

Flat [REDACTED] Wessex Court, Clarence Street,
Swindon, Wiltshire SN1 2LN

London

Kinnaird House
1 Pall Mall East
London
SW1Y 5AU

Tel: 020 7766 5600
Fax: 020 7766 5675

Bristol

The Paragon
Counterslip
Bristol
BS1 6BX

Tel: 0117 930 9500
Fax: 0117 929 3369

Bath

Midland Bridge
Bath
BA1 2HQ

Tel: 01225 340000
Fax: 01225 319735

Swindon

6 Drakes Meadow
Penny Lane
Swindon
SN3 3LL

Tel: 01793 410800
Fax: 01793 539040

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

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 specified in 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 specified in Schedule 3 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

The Tenants will hold the property on trust for themselves as joint tenants.

LEASE OF PART

The Land Registry

Land Registration Acts

COUNTY AND DISTRICT: Swindon
TITLE NUMBERS: WT117258 and WT284140
PROPERTY: Flat 20 Wessex Court,
Clarence Street, Swindon,
Wiltshire SN1 2LN

THIS LEASE dated 2012

PARTICULARS:

1. Landlord: Landmark (Bolton) Limited
Company Number 05790495)
whose registered office is at
Newland Centre, 315 Chorley
New Road, Bolton, Lancashire
BL51 5BP
2. Tenant: [REDACTED]
[REDACTED]
3. Term: One Hundred and Twenty Five
years (125 years)
4. Term Commencement Date: 1 January 2011
5. Rent: £250.00 per annum for the
first five years of the Term
and thereafter as provided
for in Schedule 5
6. Rent Commencement Date: The date of this Lease
7. Authorised Use: Use as a residential flat
8. Demised Premises: Flat [REDACTED] on the second floor of
Wessex House, Clarence
Street, Swindon SN1 2LN and
Garage more particularly
defined in Schedule 1
9. Encumbrances: All those matters contained
or referred to in the Charges

Register of Title Numbers
WT117258 and WT284140
insofar as those matters
affect the Demised Premises
and are capable of being
enforced

10. Common Parts:

All parts of the Building
intended to be available for
use by the Tenant in common
with other occupiers of the
Building the walls fences and
other structures of or
surrounding the Building and
any plant and equipment
serving the Building, stairs,
lifts, passageways and any
pedestrian or vehicular ways
parking areas forecourts and
yards belonging to or serving
the Building including the
external communal areas
shown hatched purple on the
plan and the internal
communal areas shown
hatched green on the Plan
and the parking forecourts
shown hatched red on the
Plan

11. Service Charge Percentage:

Such fair and reasonable
proportion as the Landlord or
the Landlord's Surveyor shall
from time to time determine
(acting reasonably)

12. Initial Provisional Service Charge:

£680.00 per annum

13. Insurance Rent Percentage:

such fair and reasonable
proportion as the Landlord or
the Landlord's Surveyor shall

- from time to time determine
(acting reasonably)
14. Garage: the Garage numbered 20 and shown coloured pink on the Plan
15. Premium: One hundred and sixty thousand pounds (£160,000.00)
16. Plan the plans attached to this Lease

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease the following words and expressions and those set out in the Particulars shall where the context so admits be deemed to have the following meanings:-

- 1.1.1 "Conducting Media" means drains sewers conduits flues gutters gullies channels ducts shafts watercourses pipes cables wires mains and other similar transmission media and installations including all ancillary apparatus equipment and structures
- 1.1.2 "The Demised Premises" means the property described in Schedule 1 and refers to each and every part of the Demised Premises
- 1.1.3 "The Encumbrances" means the restrictions stipulations covenants rights reservations provisions and other matters contained imposed by or referred to in the instruments brief particulars of which are set out in paragraph 9 of the Particulars and all local byelaws statutory requirements and other lawful requirements applicable to the Demised Premises including (without limitation) those relating to the environment and to town and country planning
- 1.1.4 "Insured Risks" means the risks of fire lightning aircraft earthquake explosion impact storm tempest flood overflowing and bursting of water tanks or pipes riot malicious damage theft or attempted theft falling trees and branches and aerials accidental damage to underground services professional fees demolition and site clearance costs civil commotion and third party and public liability cover and such other contingencies against which the Building is required to or which may from time to time be insured under the provisions of the Headlease and includes any incidental cover costs fees and expenses covered by the insurance policy but subject to

- any exclusions limitations excesses or conditions imposed by or contained in the policy of insurance
- 1.1.5 "Interest" means interest at the rate of 4 per cent over the base rate of HSBC Bank PLC for the time being and from time to time prevailing (as well after as before judgment) or such other comparable rate as the Landlord may reasonably designate if the base rate shall cease to be published
- 1.1.6 "The Landlord" includes all persons entitled to the reversion immediately expectant upon the determination of the Term of this Lease
- 1.1.7 "This Lease" is a reference to this Lease and includes all instruments supplemental to it
- 1.1.8 "Outgoings" means all general rates water rates water charges and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether parliamentary municipal parochial or otherwise) which are now or may at any time in the future be payable charged or assessed on property or the owner or occupier of property
- 1.1.9 "The Tenant" includes the Tenant's successors in title and assigns in whom this Lease shall for the time being be vested
- 1.1.10 "The Term" means the term of years granted by this Lease and referred to in paragraph 3 of the Particulars and any statutory continuation or other extension of the term of years
- 1.1.11 "The Building" means the building being and known as Wessex Court, Clarence Street, Swindon, Wiltshire SN1 2LN (being the land registered at the Land Registry under Title Numbers WT117258 and WT284140) of which the Demised Premises form part and refers to each and every part of the Building
- 1.1.12 "the Rights" means the rights set out in Schedule 2
- 1.1.13 "the Reservations" means the exceptions and reservations set out in Schedule 3
- 1.1.14 "Plan" means the plan or plans annexed hereto
- 1.1.15 "Utilities" means electricity gas works sewage air telephone electronic signals radiowaves telecommunications and other services and supplies of whatever nature
- 1.1.16 "Insurance Cost" means the sum which the Landlord shall from time to time incur by way of premium or otherwise:-

- (a) For insuring the Building against the Insured Risks; and
- (b) For insuring in such amount and on such terms as the Landlord shall reasonably consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Building

1.1.17 "Insurance Rent" means:-

- (a) The Insurance Rent Percentage of the Insurance Cost or such other percentage of the Insurance Cost which is reasonably and properly attributable to the Demised Premises as the Landlord's Surveyor acting as an expert and not an arbitrator may from time to time reasonably determine
- (b) Any increase in premium payable as a result of the use of the Demised Premises or anything brought on to the Demised Premises or any act or omission of the Tenant

1.1.18 "Landlord's Surveyor" means any surveyor person or firm appointed by or acting for the Landlord

1.1.19 "Rent" means the Rent as specified in paragraph 5 of the Particulars and such term does not include the Service Charge the Insurance Rent nor any VAT payable on the Rent but the term "rents" includes the Rent the Service Charge the Insurance Rent and any VAT payable on the Rent the Service Charge or the Insurance Rent

1.1.20 "VAT" means Value Added Tax and any tax of a similar nature substituted for it or levied in addition to it

1.1.21 "Service Charge" means the Service Charge as defined in Schedule 4

1.2 Interpretation of restrictions on the Tenant

In any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease the restriction shall be deemed to include the obligation on the Tenant not to permit or allow the infringement of the restriction by any person claiming rights to use or visit the Demised Premises through under or in trust for the Tenant

1.3 Clauses and clause headings

1.3.1 The clause and paragraph headings in this Lease are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant condition or proviso

to which they refer

1.3.2 References in this Lease to a clause Schedule or paragraph are references where the context so admits to a clause Schedule or paragraph in this Lease and references in a Schedule to a paragraph are (unless the context otherwise requires) references to a paragraph of that Schedule

1.4 Singular and plural meanings

Words in this Lease importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.5 Statutes and statutory instruments

References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

1.6 Gender

Words in this Lease of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner

1.7 Joint and several obligations

Where the Landlord or the Tenant is or shall be two or more persons the expressions the "Landlord" or the "Tenant" shall include the plural number and obligations in this Lease expressed or implied to be made with or by such party shall be deemed to be made with or by such persons jointly and severally

2. THE DEMISE

In consideration of the Premium now paid by the Tenant to Epoc Properties Limited (the receipt whereof Epoc Properties Limited hereby acknowledges) and of the rents and the covenants reserved by and contained in this Lease:-

2.1 The Landlord DEMISES to the Tenant with Full Title Guarantee:

2.1.1 ALL the Demised Premises TOGETHER with the Rights (in common with the Landlord and all others entitled) BUT EXCEPTING AND RESERVING to the Landlord and all persons authorised by the Landlord the Reservations

2.2 For the TERM of years shown in paragraph 3 of the Particulars from the Term Commencement Date shown in paragraph 4 of the Particulars subject to the Encumbrances specified in paragraph 9 of

the Particulars and

2.3 The Tenant YIELDING and PAYING to the Landlord during the Term:-

2.3.1 The Rent

2.3.2 By way of further rent:-

(i) The Service Charge payable in accordance with Schedule 4

(ii) The Insurance Rent payable on demand

(iii) Any VAT on the Rent the Service Charge or the Insurance Rent payable at the same time as the Rent the Service Charge and the Insurance Rent on which such VAT is chargeable

(iv) On demand interest and all other sums whatsoever payable by the Tenant to the Landlord under the provisions of this Lease

3. TENANT'S COVENANTS

THE TENANT COVENANTS with the Landlord as follows:-

3.1 Rent

3.1.1 To pay the rents reserved by this Lease at the times and in the manner required under clause 2.3 of this Lease in relation to each of them

3.1.2 If the whole or any part of the rents and other monies due under this Lease shall remain unpaid twenty one days after they shall have become due and been demanded then to pay Interest on such rents (or part of the rents) and other monies as from the date they were demanded until they are paid to the Landlord

3.2 Outgoings

3.2.1 To pay and discharge all Outgoings in respect of the Demised Premises (other than taxes imposed on the Landlord in respect of the rents reserved by this Lease or in respect of a disposal or dealing with the reversionary interest in the Demised Premises)

3.2.2 To pay for all gas telephone services electricity and all other Utilities consumed on the Demised Premises including all standing charges and meter rents

3.3 Notices

3.3.1 To produce to the Landlord a copy of any notice direction order or proposal given or issued to the Tenant or served on the Demised Premises by any government department local or other authority or court of competent jurisdiction immediately upon receipt and if so

required to produce the original document to the Landlord

3.4 Repair

3.4.1 From time to time and all times well and substantially to repair the Demised Premises and to keep the Demised Premises in good and substantial repair and condition and regularly decorated when necessary replacing or renewing all items as shall have become worn out or damaged

3.4.2 To clean the Demised Premises regularly including the windows inside and out and to keep them in a clean and tidy condition at all times

3.4.3 The obligations in clause 3.4.1 extend to all improvements and additions to the Demised Premises

3.4.4 The obligations in clause 3.4.1 do not extend to damage by Insured Risks unless and to the extent that the policies of insurance in respect of Insured Risks effected by the Landlord are vitiated or the policy monies are withheld by reason of any act or omission or default of the Tenant or anyone under the Tenants actual or deemed control

3.4.5 To take all necessary care to avoid water damage to the Demised Premises or any other part of the Building by reason of the bursting or overflowing of any pipe, tank or water apparatus in or solely serving the Demised Premises

3.5 Landlord's rights of inspection and right of repair

3.5.1 To permit the Landlord and its servants or agents at all reasonable times (except in emergencies) to enter into inspect and view the Demised Premises and examine their condition

3.5.2 If any breach of covenant defects disrepair removal of fixtures or unauthorised alterations or additions shall be found upon such inspection for which the Tenant is liable under this Lease then upon notice by the Landlord to the Tenant to execute all repairs works replacements or removals required within three months after the receipt of such notice to the reasonable satisfaction of the Landlord or the Landlord's Surveyor

3.5.3 In case of default it shall be lawful for workmen or agents of the Landlord to enter into the Demised Premises and execute such repairs works replacements or removals

3.5.4 To pay to the Landlord on demand all proper expenses so incurred

with Interest from the date of expenditure until the date they are paid by the Tenant to the Landlord (such expenses and Interest to be recoverable as if they were rent in arrear)

3.6 Yield up in repair at the end of the Term

At the expiration or earlier determination of the Term:-

- 3.6.1 Quietly to yield up the Demised Premises (together with all additions and improvements to the Demised Premises and all fixtures which during the Term may be fixed or fastened to or upon the Demised Premises other than tenant's fixtures removable by the Tenant) repaired and kept in accordance with Tenant's covenants contained in this Lease (damage by Insured Risks excepted unless and to the extent that the policies of insurance in respect of the Insured Risks effected by the Landlord are vitiated or the policy monies are withheld by reason of any act or omission or default of the Tenant or anyone under its actual or deemed control)
- 3.6.2 If so requested by the Landlord to remove from the Demised Premises all the Tenant's belongings - that is to say tenant's fixtures and fittings and all notices notice boards and signs bearing the name of or otherwise relating to the Tenant (including in this context any persons deriving title to the Demised Premises under the Tenant) and
- 3.6.3 To make good to the reasonable satisfaction of the Landlord or the Landlord's Surveyor all damage to the Demised Premises resulting from the removal of the Tenant's belongings from the Demised Premises
- 3.7 Landlord's right of entry for repairs etc**
- 3.7.1 To permit the Landlord and the agents workmen and others employed by the Landlord or by the other owners tenants or occupiers of any adjoining or neighbouring property whether or not in the Building at reasonable times after giving to the Tenant written notice (except in emergencies) to enter upon the Demised Premises and Car Parking Space (if any):-
- 3.7.1.1 To inspect alter maintain decorate clean or repair the adjoining premises or property of the Landlord or person so entering or
- 3.7.1.2 To construct alter maintain repair or fix anything or

Charge for that period the overpayment shall be credited to the Tenant against the next payment of the Provisional Service Charge

- 2.4 In the case of every subsequent Accounting Date if the Service Charge for the Accounting Period or proportionate part in respect of part of the period:-
- (a) Exceeds the amount paid as Provisional Service Charge for that period the Tenant shall pay the excess to the Landlord on demand
 - (b) Is less than the amount paid as Provisional Service Charge for that period the overpayment shall be credited to the Tenant against the next quarterly payment of the Provisional Service Charge

3. Variations

- 3.1 The Landlord may withhold add to extend or make any alteration in the rendering of the Services or any of them from time to time if the Landlord reasonably deems it desirable to do in the interest of good estate management and may employ on such terms and conditions as the Landlord shall think fit such persons or agencies as it shall consider proper to manage the Building and/or for the due performance of its obligations in this Schedule
- 3.2 If at any time during the Term the total property enjoying or capable of enjoying the benefit of any of the Services is increased or decreased on a permanent basis or the benefit of any of the Services is extended on a like basis to any adjoining or neighbouring property the Service Charge Percentage shall be varied with effect from the Accounting Date following such event by agreement between the parties or in default of agreement within three months of the first proposal for variation made by the Landlord in such a manner as shall be determined to be fair and reasonable in the light of the event in question by the Landlord's Surveyor (acting as an expert and not as an arbitrator) except that nothing contained in this Lease shall imply an obligation on the part of the Landlord to provide the Services to any adjoining or neighbouring property
- 3.3 If at any time the Building shall require repair or renovation to an extent for which provision has not been made in computation of the relevant year's Service Charge the Landlord shall be entitled at

any time before carrying out such work to levy a supplemental Service Charge in order to recover from the Tenant the appropriate percentage or proportion of the amount by which the cost of such repair or renovation shall exceed the available credit balance paid as the Provisional Service Charge

PART C

The Services

1. **Maintaining Structure and Common Parts and Retained Parts**
To keep in good repair and regularly decorated (as necessary and appropriate) all structural and external parts of the Building Common Parts and Retained Parts including the main walls roofs and foundations and the car park
2. **Maintaining etc Conducting Media**
To repair maintain cleanse and renew where appropriate all Conducting Media in or serving the Building except any whose maintenance is the direct responsibility of the Tenant or any other tenant in the Building
3. **Security and Other Staff**
Providing such staff for the servicing management and security of the Building as the Landlord shall reasonably consider necessary
4. **Management and Professional Fees**
The reasonable and proper fees of any managing agents retained by the Landlord to manage the Building (excluding the administration costs incurred in the collection of the rents in respect of the Building) together with the reasonably and properly incurred fees and charges of the Landlord's Surveyor and any accountant architect engineer or other professional adviser employed to certify any matter or thing to be certified for the purposes of any of the provisions of this Schedule
5. **Rates and Other Outgoings**
Any existing or future taxes rates charges duties assessments impositions and outgoings whatsoever in respect of the Common Parts
6. **Public Facilities**
Reasonable and proper expenditure incurred in the provision maintenance replacement and renewal of any items of ornament or utility for the time being affixed to or upon the Common Parts or the exterior of any part of the Building

7. **Refuse**
Any reasonably and properly incurred expenditure in respect of the collection storage and disposal of refuse to the extent not carried out by the local authority
8. **Compliance with Statutory and other requirements**
Compliance by the Landlord with:-
 - 8.1 Any notice regulation or order of any competent authority in respect of the Building as a whole or the Common Parts and
 - 8.2 Any requirement under any present or future Act of Parliament Order Byelaw or Regulation in respect of the Building
 - 8.3 Making objections or representations against the provisions of any legislation order regulation notice or statutory requirement relating to or affecting the whole or any part of the Building
9. **Contribution to Third Parties**
Any proper amount which the Landlord may be liable to pay as a contribution towards the expense of making repairing maintaining rebuilding cleansing or servicing any premises or thing used for the Building in common with other nearby premises or used for access to the Building
10. **Sinking Fund and Reserve Fund**
The Landlord shall be entitled to include in the Service Charge an amount which the Landlord reasonably determines is appropriate to build up and maintain a sinking fund and a reserve fund in accordance with the principles of good estate management such amount to be held on trust for the Tenant and other tenants in the Building
Any such reserve fund or sinking fund shall be established and maintained to cover prospective and contingent costs of carrying out repairs decoration and maintenance and renewals and of complying with statutes bye-laws and regulations of all competent authorities and the insurers in relation to the use occupation and enjoyment of the Building
11. **VAT**
VAT at the applicable rate in respect of any item of expenditure herein mentioned to the extent not otherwise recoverable by the Landlord
12. **Other Matters**

Expenditure on the reasonable and proper cost of any other service matter or arrangement which the Landlord in the interests of good estate management shall think proper for the better and more efficient management and use of the Building and the comfort and convenience of the generality of the tenants in the Building

PART D

Gross Expenditure

The Gross Expenditure shall be the total of all costs expenses and outgoings incurred by the Landlord during an Accounting Period in providing the Services including (inter alia) reasonable provision for future repairs and maintenance

SCHEDULE 5

Rent Review

DEFINITIONS

Annual Rent: rent at the rate specified in Paragraph 5 of the Particulars and then as revised pursuant to this lease

Base Rent: rent at the rate specified in Paragraph 5 of the Particulars

Base RPI Month: January 2011

Interest Rate: interest at the base lending rate from time to time of HSBC Bank plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord

Rent Payment Dates: 25 March and 29 September

Review Date: 1 January 2016 and every fifth anniversary of that date

RPI: the Retail Prices Index or any official index replacing it.

1. REVIEW OF THE ANNUAL RENT
 - 1.1 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 1.10
 - 1.2 The amount of Annual Rent shall be reviewed on each Review Date to:-

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the indexed rent determined pursuant to this clause.
- 1.3 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rent by the index value of the RPI for the month before the month in which the relevant Review Date falls, then dividing the product by the index value of the RPI for the Base RPI Month.
- 1.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 1.5. If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than ten working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:
 - (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date; and
 - (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been notified at least one week before OR on or before that Review Date and the date payment is received by the Landlord.
- 1.6 Time shall not be of the essence for the purposes of this clause.

- 1.7 Subject to clause 1.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of any such change.
- 1.8 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 1.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 1 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 1, then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Annual Rent, which may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Surveyor.
- 1.9 If any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 1, or if the Landlord and the Tenant fail to reach agreement under clause 1.8, the question, dispute or disagreement is to be determined by the Surveyor. The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.
- 1.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any

time before either of them applies to the President for the Surveyor to be appointed.

- 1.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 1.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 1.13 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 1.10 shall then apply in relation to the appointment of a replacement.
- 1.14. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review OR If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:
 - (a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

SIGNED as a DEED by
LANDMARK (BOLTON) LIMITED
acting by

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.....
Director

.....
Director/Secretary

SIGNED as a DEED by
EPOC PROPERTIES LIMITED
acting by

}

.....
Director

.....
Director/Secretary